

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on July 8, 2025 at 6:00 PM. This meeting will be held at the Waverly City Office Building, 14130 Lancashire, Waverly, NE 68462. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

1. **Call to Order**
 - 1.a) Roll Call
 - 1.b) Pledge of Allegiance
 - 1.c) Acknowledgement of the "Open Meetings Act" poster that is posted by the south entrance.
 - 1.d) Adoption of Agenda
 - 1.e) Approval of the Consent Agenda Items*

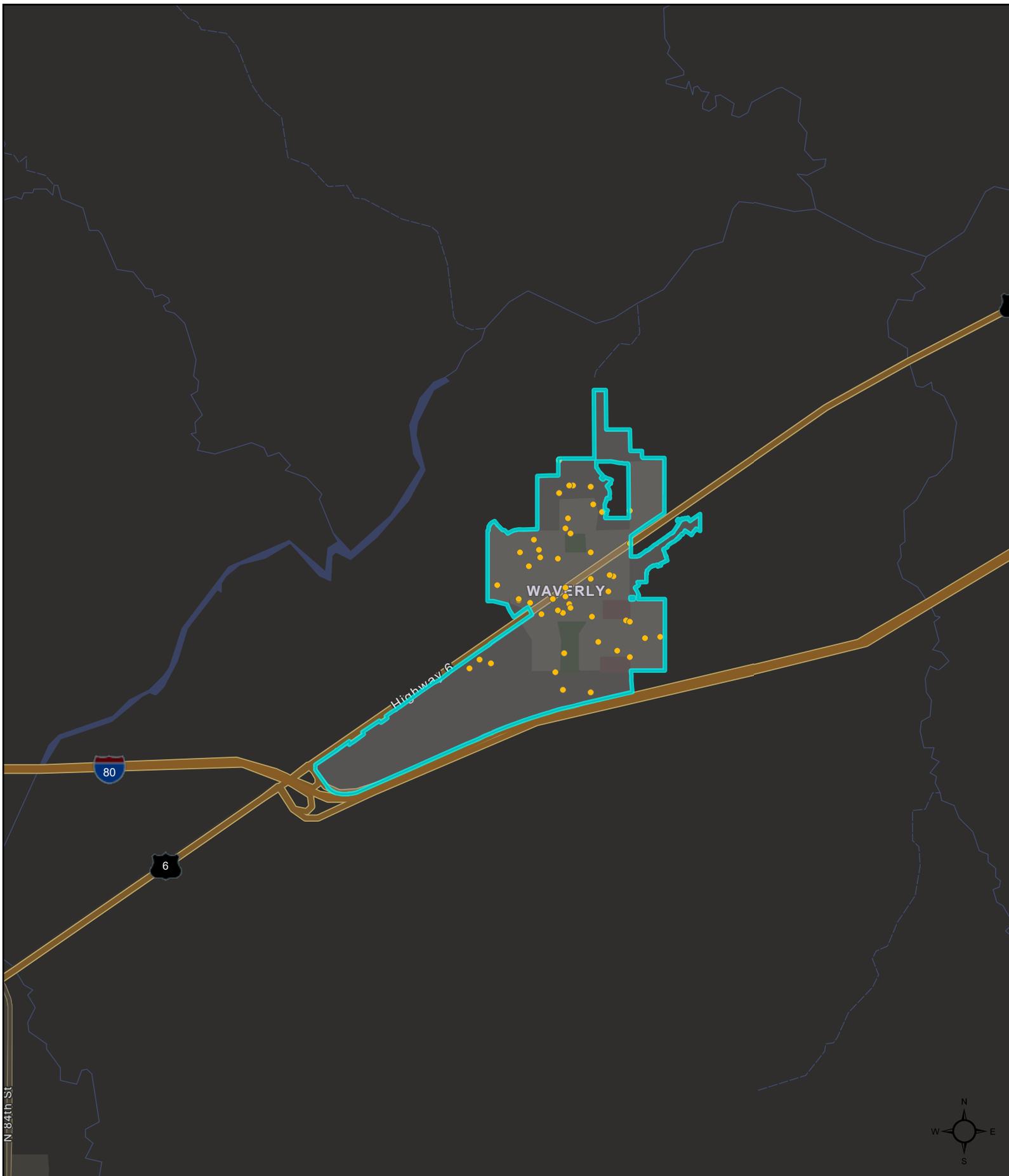
All items listed with an asterisk (*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
 - 1.f) Proclamations and Presentations
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
 - 5.a) *Minutes of the June 24, 2025 City Council Meeting
6. **Consideration of Claims and Financial Reports**
 - 6.a) Claims for Payment
 - 6.b) Treasurer's Report and Budget & Expense Report
7. **Introduction of Resolutions**
 - 7.a) Consideration of Resolution 25-12 Approving Additional Fire/Rescue Department Member
8. **Introduction of Ordinances**
9. **Introduction of Business and Communications**
 - 9.a) Consideration of a bid from Huber Technology, Inc for maintenance on the sludge press in an amount not to exceed \$24,141.78.
 - 9.b) Consideration of the purchase of portable radios for the ambulance from Shaffer Communications, Inc in an amount not to exceed \$17,229.60.
 - 9.c) Consideration of Franchise Agreement between the City of Waverly and Spectrum Mid-America, LLC, locally known as Charter Communications.
 - 9.d) Consideration of Interlocal Agreement between City of Waverly, Nebraska and Waverly Suburban Fire District.
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 and 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 may be for agenda or non-agenda items.
- (3) Remarks shall be limited to five (5) minutes.

Calls for Service: Waverly



Dispatch Calls

<u>LOCATION</u>	<u>CASE</u>	<u>Incident</u>	<u>Time</u>	<u>Deputy Name</u>
June 1, 2025				
10331 N 140TH ST, 68462	C5004058	ASSAULT NON-DOMESTIC	1341	22225 LIVINGSTON
10131 N 152ND ST, 68462	C5004067	CHILD AB/NEG EMOTION	2140	22178 BROWNELL
June 2, 2025				
14540 JAMESTOWN ST, WAVERLY,	C5004098	SPEC SVC CHECK WELF	2020	22178 BROWNELL
HEYWOOD ST & N 141ST ST,	C5004087	ACC INJURY	1254	22126 GUTHARD
N 140TH ST & AMBERLY RD,	C5004090	ACC INJURY	1726	22178 BROWNELL
11200 N 148TH ST, 68462	C5004083	ALARM FALSE	1032	22126 GUTHARD
June 3, 2025				
10331 N 140TH ST, 68462	C5004115	MISC OTHER	1948	22178 BROWNELL
June 4, 2025				
11661 N 141ST ST, 68462	C5004123	MENTAL INVEST	1019	22168 DAHLKE
June 6, 2025				
13941 US HIGHWAY 6, WAVERLY,	C5004174	MISC OTHER	1122	22232 NEEDHAM
10331 N 140TH ST, 68462	C5004191	ASSAULT NON-DOMESTIC	2026	22230
June 7, 2025				
14730 FOLKESTONE ST, WAVERLY,	C5004207	MEDICAL SUIC ATTEMPT	1550	22230
10380 HOLLEY DR, 68462	C5004204	PROP FOUND ITEM	1431	22230
June 8, 2025				
11120 N 141ST ST, 68462	C5004241	MISC OTHER	2106	22178 BROWNELL
N 141ST ST & HEYWOOD ST,	C5004242	TRAFFIC OTHER	2135	22178 BROWNELL
June 9, 2025				
9511 BAILIE CT, WAVERLY, NE,	C5004264	PROTECTION ORDER	1832	22178 BROWNELL
N 136TH ST & GUILDFORD ST,	C5004263	TRAFFIC HAZARD	1827	22178 BROWNELL
14351 JAMESTOWN ST, 68462	C5004267	MISC OTHER	2127	22178 BROWNELL
N 141ST ST & WAVERLY RD,	C5004257	PROP FOUND ITEM	1050	22168 DAHLKE
June 10, 2025				
14540 JAMESTOWN ST, WAVERLY,	C5004285	MEDICAL EMERG OTHER	1335	2271 JONES
14650 DANVERS ST, WAVERLY, NE,	C5004291	STALKING	1941	22176 SARNES
14351 JAMESTOWN ST, 68462	C5004274	SPEC SVC CHECK WELF	842	2271 JONES

<u>LOCATION</u>	<u>CASE</u>	<u>Incident</u>	<u>Time</u>	<u>Deputy Name</u>
June 11, 2025				
11041 N 137TH ST, 68462	C5004297	MEDICAL EMERG OTHER	356	22191 EWBANK
11041 N 137TH ST, 68462	C5004306	ADULT ABUSE	1542	22230
N 141ST ST & US HIGHWAY 6,	C5004310	SPEC SVC CHECK WELF	1859	22230
11611 N 145TH ST, 68462	C5004315	DISTURBANCE DOMESTIC	2118	22230
June 12, 2025				
11510 N 146TH ST, 68462	C5004338	DISTURBANCE OTHER	1616	22230
June 13, 2025				
13941 US HIGHWAY 6, WAVERLY,	C5004376	MISC OTHER	2129	22230
9510 N 144TH ST, 68462	C5004352	ALARM RESIDENTIAL	118	22180 SCHNIEDER
9510 N 144TH ST, 68462	C5004354	ALARM RESIDENTIAL	158	22217 CALDWELL
June 14, 2025				
13821 GUILDFORD ST, WAVERLY,	C5004383	WEAPONS PROHIB PERS	151	22205 CASTANEDA
14020 LANCASHIRE ST, WAVERLY,	C5004394	DISTURBANCE OTHER	1519	22230
13941 US HIGHWAY 6, WAVERLY,	C5004396	TRAFFIC SUSP DRIVER	1611	22230
14020 LANCASHIRE ST, WAVERLY,	C5004399	TRAFFIC DUI	1817	22227 KASTENS
13821 GUILDFORD ST, WAVERLY,	C5004384	OPS OTHER	353	22205 CASTANEDA
N 148TH ST & FOLKESTONE ST,	C5004390	ACC PROP DMG	1125	22128 SCHROER
June 16, 2025				
14610 JAMESTOWN ST, WAVERLY,	C5004462	MISC OTHER	2106	22178 BROWNELL
10120 N 150TH ST, 68462	C5004450	SOLICIT SELL W/O LIC	1651	22178 BROWNELL
11041 N 137TH ST, 68462	C5004453	SPEC SVC CHECK WELF	1807	22178 BROWNELL
10330 N 140TH ST, 68462	C5004434	OPS OTHER	813	22126 GUTHARD
June 17, 2025				
11661 N 141ST ST, 68462	C5004487	TRAFFIC OTHER	1821	22178 BROWNELL
June 18, 2025				
14020 LANCASHIRE ST, WAVERLY,	C5004502	MENTAL INVEST	1519	22163 LOOS
14551 IVANHOE ST, WAVERLY, NE,	C5004507	OPS OTHER	1649	22178 BROWNELL
14121 OLDFIELD ST, WAVERLY,	C5004508	TRAFFIC OTHER	1717	22178 BROWNELL
N 136TH ST & KENILWORTH ST,	C5004504	TRAFFIC OTHER	1609	22178 BROWNELL
June 19, 2025				

<u>LOCATION</u>	<u>CASE</u>	<u>Incident</u>	<u>Time</u>	<u>Deputy Name</u>
11451 N 142ND ST, 68462	C5004538	MISC OTHER	1716	22230
N 148TH ST & CASTLEWOOD ST,	C5004546	WARRANT	2014	22230
13411 ISLES CT, 68462	C5004549	OPS OTHER	2146	22230

June 20, 2025

11510 N 146TH ST, 68462	C5004572	OPS OTHER	1616	22230
11922 N 144TH ST, 68462	C5004555	THEFT OF MOTOR VEHI	41	22205 CASTANEDA

June 21, 2025

11810 N 142ND ST, 68462	C5004591	ANIMAL DOG BARKING	946	22150 MEYER
AMBERLY RD & CALLUM DR, 68462	C5004589	TRAFFIC SUSP DRIVER	852	22217 CALDWELL

June 22, 2025

10331 N 140TH ST, 68462	C5004625	DISTURBANCE OTHER	728	22172 BUCHHEISTER
14410 FOLKESTONE ST, WAVERLY,	C5004645	NARCOTICS INVEST	1900	22178 BROWNELL

June 23, 2025

14147 SAINT RONAN CIR,	C5004671	SPEC SVC CHECK WELF	1805	22178 BROWNELL
11611 N 145TH ST, 68462	C5004675	ASSAULT DOMESTIC	2101	22178 BROWNELL
11611 N 145TH ST, 68462	C5004680	CHILD AB/NEG EMOTION	2317	22178 BROWNELL
13220 CALLUM DR, 68462	C5004667	SPEC SVC CHECK WELF	1635	22178 BROWNELL
11041 N 137TH ST, 68462	C5004656	DEATH NATURAL	905	22126 GUTHARD

June 24, 2025

13941 US HIGHWAY 6, WAVERLY,	C5004701	SUSPICIOUS PERSON	2239	22232 NEEDHAM
N 148TH ST & US HIGHWAY 6,	C5004685	SPEC SVC CHECK WELF	955	22126 GUTHARD

June 25, 2025

14431 EASTBOURNE ST, WAVERLY,	C5004727	MISC OTHER	2322	22217 CALDWELL
9930 N 134TH ST, 68462	C5004710	ALARM FALSE	758	22126 GUTHARD

June 26, 2025

13821 GUILDFORD ST, WAVERLY,	C5004740	**NOT ASSIGNED**	1207	0
13821 LANCASHIRE ST, WAVERLY,	C5004750	DISTURBANCE DOMESTIC	2018	22230
13711 GUILDFORD ST, WAVERLY,	C5004751	MISS PERS JUV	2029	22227 KASTENS
14540 JAMESTOWN ST, WAVERLY,	C5004752	SPEC SVC CHECK WELF	2031	22230
10920 N 144TH ST, 68462	C5004742	ALARM FALSE	1240	22128 SCHROER

June 27, 2025

<u>LOCATION</u>	<u>CASE</u>	<u>Incident</u>	<u>Time</u>	<u>Deputy Name</u>
10060 HOLLEY DR, 68462	C5004766	DISTURBANCE OTHER	1433	22230

June 28, 2025

10821 N 137TH ST, 68462	C5004782	SUSPICIOUS VEHICLE	1000	22190 KINGSWOOD
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June 29, 2025

14020 LANCASHIRE ST, WAVERLY,	C5004813	DISTURBANCE OTHER	1055	22172 BUCHHEISTER
14120 GUILDFORD ST, WAVERLY,	C5004822	DISTURBANCE OTHER	1714	22134 LESAN
14120 GUILDFORD ST, WAVERLY,	C5004824	WARRANT	1825	22134 LESAN
10441 N 136TH ST, 68462	C5004826	FIREWORKS DISTURB	1903	22134 LESAN

June 30, 2025

14131 GUILDFORD ST, WAVERLY,	C5004846	SPEC SVC CHECK WELF	1416	22126 GUTHARD
11141 N 137TH ST, 68462	C5004853	DISTURBANCE OTHER	1801	22134 LESAN
11041 N 137TH ST, 68462	C5004840	DISTURBANCE OTHER	945	22126 GUTHARD

Report Totals

Count: 76
Date Exported: 7/3/2025 8:31 AM

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON JUNE 24, 2025

CALL TO ORDER

Mayor Abbey Pascoe called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Pascoe acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Abbey Pascoe and Council Members David Jespersen, Dave Nielson, Aaron Delahoyde, and Allison Stark were in attendance. Other City Officials present were City Administrator Stephanie Fisher, Attorney Tim Moll, and City Clerk Megan Frye. Others present were Interim Fire Chief Jared Rains, Lancaster County Health Director Kerry Kernan and Lancaster County Environmental Public Health Division Manager Brock Hanisch. 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 Jespersen moved to adopt the Agenda as presented. 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.

APPROVAL OF CONSENT AGENDA

Minutes of the June 10, 2025 City Council Meeting

Council Member Jespersen moved to approve the Consent Agenda. 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.

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC HEARINGS

Public Hearing: Community Development Block Grant (CDBG)

Public Hearing Opened at 6:02 p.m.

City Administrator Fisher provided information for the Owner-Occupied Housing Rehabilitation grant program the city received in 2021 to close out the project. Fisher stated the goal was to receive 18 applications, and a total of 13 applications were received: 7 projects completed, 1 project still in the close-out phase, and 3 did not meet criteria. Two applications submitted right at end of the deadline and weren't able to get approved on time, but they were able to transition over to the Lancaster County Owner-Occupied Housing Rehab program and will be receiving funds through the county. In total, \$173,262 was spent on rehabilitation projects in Waverly out of the \$450,000 we were awarded, which is a 38.5% utilization of grant funds. The unused funds will go back to the state. Overall, it was a good project. Mayor Pascoe stated the city can apply again in the future and 13 applicants is a good turnout for first time with a program. Fisher encouraged anyone interested to go to Lancaster County and apply for the funds available. Mayor Pascoe asked if anyone would like to comment. No comments heard.

Public Hearing closed at 6:04 p.m.

SHERIFF'S REPORT

Deputy Brownell reported there were 90 calls for service for the month of May 2025. Brownell reported on the importance of following the fireworks ordinances, fireworks safety, and cleaning up after lighting them off.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES**Minutes of the June 10, 2025 City Council Meeting**

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS**Claims for Payment**

Claims for Payment: June 11th - 24th, 2025		
Group A		
Vendor	Description	Amount
ADP Fees	Payroll Fees	\$ 377.38
ADP Payroll	Payroll	\$ 76,498.64
ADP Payroll	Payroll	\$ 1,458.52
Aqua-Chem, Inc.	Pool chemicals	\$ 1,960.70
Aspen Builders, Inc.	Refund-Permit 240126, 240139, 240042	\$ 2,413.26
Blue Cross Blue Shield NE	Health Insurance	\$ 9,293.32
Black Diamond Enterprises	Screened topsoil	\$ 630.00
Black Hills Energy	Natural gas	\$ 156.74
Braden Romans	Umpire payout	\$ 130.00
Brainard's Heating & Air	Office air conditioner w/coil	\$ 5,440.00
Braxton Halsey	Umpire payout	\$ 130.00
Caleb Jueneman	Umpire payout	\$ 260.00
Carquest Auto Parts	Services	\$ 61.47
Commonwealth Electric Company	Troubleshoot generator	\$ 387.00
Connor Nielsen	Umpire payout	\$ 130.00
Diamond Vogel Paint Center	Supplies	\$ 165.00
Dmitry Rybak	Refund-Permit 240050	\$ 900.00
Echo Group Inc.	Supplies	\$ 215.19
Consolidated Elect. Distributor	SQD Drive	\$ 316.30
Frontier	Propane, turfsaver-N 142nd repairs	\$ 1,053.81
Great Plains Nursery	Street trees	\$ 9,554.00
Harrison Drake	Umpire payout	\$ 130.00
Hometown Leasing	FD Copier	\$ 71.48
Hunter Claycomb	Umpire payout	\$ 310.00
JEO Consulting Group, Inc.	Oak Lane & Danvers Water Main, Prelim/Final Plat Smetter-Hoy, Small Subdivision Review	\$ 32,096.25
Jesse Wall	Umpire payout	\$ 130.00
John Deere Financial	Repair Services	\$ 365.89
John Hancock USA	Retirement	\$ 3,079.59
K2 Construction	Danvers St. & Oak Ln. Water Main	\$ 249,608.70
Keith Ernst	Umpire payout	\$ 520.00
Kevin LaPage	Repair Services - Pool	\$ 1,702.50
Kriha Fluid Power-Lincoln Adm	Supplies	\$ 97.25
Lincoln Electric System	Electricity	\$ 16,118.61
Maddox Hasenkamp	Umpire payout	\$ 130.00
Matheson Tri-Gas, Inc.	Oxygen	\$ 634.88

Menards-Lincoln North	Supplies	\$ 414.01
Menards-Lincoln South	Supplies	\$ 140.01
Midwest Turf & Irrigation	Mower repairs	\$ 335.71
Nadia Koval	Cleaning Service	\$ 439.23
NE Public Health Environ Lab	Lab fees	\$ 301.00
Nicole Poole	Refund-baseball jersey/hat	\$ 30.00
Olsson	Waverly Ridge Construction	\$ 30,669.65
One Billing Solutions	May 2025 Billing-EMS	\$ 2,074.10
Paul Davis Restoration, Inc.	Laundrying bunker gear	\$ 100.00
Production Creek Specialty Adv	Employee clothing	\$ 178.00
Reid Nagel	Umpire payout	\$ 130.00
Rembolt Ludtke LLP	CRA Matters	\$ 984.00
Rembolt Ludtke LLP	Legal Fees	\$ 3,000.00
S & L Trenching LLC	Water line repair	\$ 2,750.00
Scott Claycomb	Umpire payout	\$ 195.00
SENDD Lincoln Office	Membership & Housing Dues	\$ 3,409.00
Tell Hanes	Personal BVM reimbursement	\$ 69.99
Terracon Consultants, Inc.	Canongate Rd. & fire station geotechnical work	\$ 13,990.00
The Fort	Clothing Allowance	\$ 67.99
Truck Center Companies	Transmission fluid	\$ 376.30
U.S. Postmaster	Stamps/Postage	\$ 305.81
Union Bank & Trust Co.	HSA Accounts	\$ 3,250.00
Unlimited Sports Solutions Inc	Replace Wayne batting cage net	\$ 3,925.00
USA Blue Book	Supplies	\$ 8,958.05
Val Limited	Concession pizza	\$ 1,211.00
Verizon Wireless	Phone Service	\$ 415.15
Vessco, Inc.	Pump head	\$ 353.85
Sam's Club	Supplies	\$ 119.59
Russ's Market	Food for meeting - F.D. debit card purchase	\$ 23.96
Storage Ninjas - Waverly	Storage for Engine 34	\$ 139.00
	Claims Group A Total	\$ 494,881.88

Council Member Jespersen moved to approve the Claims Group A in the amount of \$494,881.88. Council Member Nielson 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.

KENO & SALES TAX REPORTS

Keno & Sales Tax Reports provided for information.

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 25-11 adopting and revising the employee handbook.

Council Member Jespersen moved to approve Resolution 25-11 adopting and revising the employee handbook. Council Member Nielson seconded the motion.

City Administrator Fisher stated we do not have room to put another employee in this building, so this amendment gives flexibility to work from home or additional hours outside of a full-time job. This is a new position the city has not hired for. Mayor Pascoe added but this has been in the budget for 2 years

and Building/Zoning Administrator Palm needs help with the workload. Fisher stated this position will be approximately 20 hours per week, no benefits.

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

INTRODUCTION OF ORDINANCES

Consideration of Ordinance 25-05, an ordinance authorizing the purchase of an ambulance and related equipment for the City and authorizing a loan from a bank to the City in the principal amount of not to exceed One Hundred Eighty Thousand (\$180,000).

Council Member Jespersen moved to introduce and approve the First Reading of Ordinance 25-05, an ordinance authorizing the purchase of an ambulance and related equipment for the City and authorizing a loan from a bank to the City in the principal amount of not to exceed One Hundred Eighty Thousand (\$180,000). Council Member Nielson seconded the motion.

City Administrator Fisher read the ordinance by title:

ORDINANCE NO. 25-05 AN ORDINANCE AUTHORIZING THE PURCHASE OF AN AMBULANCE AND RELATED EQUIPMENT FOR THE CITY AND AUTHORIZING A LOAN FROM A BANK TO THE CITY, EVIDENCED BY A PROMISSORY NOTE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND (\$180,000) TO FINANCE THE PURCHASE OF THE AMBULANCE AND RELATED EQUIPMENT; PRESCRIBING THE TERMS AND FORM OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PAYMENT OF THE INTEREST ON AND PRINCIPAL OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM

Interim Fire Chief Jared Rains shared the need for a second ambulance due to the large number of calls—525 for 2024, many of which were EMS calls and the importance of having a second ambulance as backup to cover the city during a second EMS call. Rains stated this process happened fast due to getting the ambulance off the demo line at a good price, otherwise it isn’t available until 2028. Rains advised we received support from both the City and the Suburban Fire District, who passed their half of the financing at their meeting last night.

City Administrator Fisher stated the revenue from medical calls goes into Fund 18 and is shared equally between the Suburban Fire District and the City; the call revenue as of May 31 was \$86,500; last year was \$110,000. Fisher stated I propose we borrow the money from Horizon Bank over 7 years and not completely deplete the account by buying with cash. Fisher shared the additional equipment and add-ons and advised they will be paid with cash from the equipment fund, total of roughly \$173,000 cash out of the equipment fund, leaving funds available. This is Ford F-450 white ambulance and is gas, not diesel. Rains advised the layout between the two ambulances are comparable, so we are hopeful the learning curve will be minimal. Council Member Jespersen asked if a certification is needed to drive the ambulance, and Rains shared the internal process. Mayor Pascoe stated this demo was available as first come first served, so we had to move on this. Rains stated there are very few fire departments in Lancaster County that don’t have second ambulance, and we are the busiest. Discussion of storage of vehicles.

Council Member Jespersen moved to suspend the rules and waive the requirement for three readings and move to Third and Final Reading of Ordinance 25-05. 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.

Vote to pass on Third and Final Reading Ordinance 25-05, an ordinance authorizing the purchase of an ambulance and related equipment for the City and authorizing a loan from a bank to the City in the principal amount of not to exceed One Hundred Eighty Thousand (\$180,000), the following Council Members voted "YEA": Nielson, Delahoyde, Stark, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE NO. 25-05

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN AMBULANCE AND RELATED EQUIPMENT FOR THE CITY AND AUTHORIZING A LOAN FROM A BANK TO THE CITY, EVIDENCED BY A PROMISSORY NOTE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND (\$180,000) TO FINANCE THE PURCHASE OF THE AMBULANCE AND RELATED EQUIPMENT; PRESCRIBING THE TERMS AND FORM OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PAYMENT OF THE INTEREST ON AND PRINCIPAL OF SUCH LOAN AND PROMISSORY NOTE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM

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

Section 1. The Mayor and Council (the "Council") of the City of Waverly, Nebraska (the "City") hereby find and determine as follows:

(a) That pursuant to Section 17-147, R.R.S. Nebraska, the City is authorized to establish a fire department and procure fire and rescue equipment;

(b) That it is necessary for the City, in cooperation with the Waverly Suburban Fire District, to purchase an ambulance and related equipment (the "Equipment") in support of the general fire and rescue protection plan of the City, with the District paying one-half of said costs and the City paying one-half of said costs;

(c) That the estimated cost of the ambulance identified for purchase is \$327,653 and the estimated cost of the equipment and graphics for the ambulance is \$173,650.65, resulting in a total estimated cost of \$501,303.65;

(d) That it is necessary for the City to borrow money in the total principal amount of not to exceed \$180,000 to pay a portion of the cost of the Equipment;

(e) The City and Horizon Bank (the "Bank") have proposed to finance the Equipment purchase through a loan (the "Loan") to the City by the Bank, evidenced by a promissory note (the "Note"), pursuant to authority granted to the City in Section 18-201, R.R.S. Nebraska (the "Act").

(f) The City further finds and determines, pursuant to the requirements of the Act, that financing the Equipment purchase through traditional bond financing would be impractical and cannot be completed within the time constraints facing the City to acquire the Equipment and financing the purchase through a direct borrowing with the Bank will generate taxpayer savings over traditional bond financing.

(g) The amount of the Note is less than twenty percent (20%) of the municipal budget of the City.

(h) All conditions, acts and things required by law to exist or to be done precedent to the Loan, evidenced by the Note, in the principal amount of not to exceed \$180,000 pursuant to the Act, for the purpose of financing a portion of the cost of the Equipment and related expenses, do exist and have been done in due form and time as required by law.

Section 2. For the purposes described in Section 1, the Mayor, City Clerk, and other necessary officers or personnel of the City are authorized to take such actions and sign such purchase agreements, contracts, and other documents as are reasonably necessary to purchase the Equipment in cooperation with the Waverly Suburban Fire District. The City is authorized to expend up to \$180,000 for its share of the ambulance, which will be financed with the Note described hereinafter, and up to \$100,000 for related equipment, which will be paid for with the City's share of cash on hand in the Fire Equipment Fund.

The Mayor and Council further find and determine that all conditions, acts, and things required by law to exist or to be done precedent to the Loan, evidenced by the Note, pursuant to the Act, do exist and have been done as required by law. The Note shall consist of one fully registered Note without coupons. The Note shall be in the original principal amount of not more than \$180,000 and shall bear interest at the rate of not more than Seven Percent (7.0%) per annum with interest payable on a semi-annual or annual basis as agreed to by the City and the Bank. If not sooner paid, the entire balance of principal and accrued interest shall be due and payable upon maturity of the Note, which maturity shall be not later than seven years after the date of issuance. The Note may be prepaid in whole or in part at any time without penalty. The Mayor and/or the City Clerk is hereby authorized to establish the final terms of the Note within the parameters set forth above.

Section 3. Interest on the Note is payable as set forth above (each of such dates an "Interest Payment Date") from the date of original issue or the most recent interest payment date, whichever is later, until maturity or earlier payment by check or draft mailed or otherwise delivered by the Registrar on such interest payment date to the registered owner of the Note at such registered owner's address as it appears on the Note Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such interest payment date (the "Record Date") subject to the provisions of the following paragraph. The principal on the Note and the interest due at maturity or upon payment prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Note to the Registrar. If the date for payment of the principal of or interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Waverly, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. The Note shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk. In case any officer whose signature or a facsimile of whose signature shall appear on the Note and shall cease to be such officer before the delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, the Note shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on the Note has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Note need not be signed by the same representative. The executed certificate or authentication on the Note shall be conclusive evidence that it has been authenticated and delivered under this Ordinance. In connection with the Note, the City is authorized to pledge its interest in the Equipment and/or its interest in cash on deposit with the Bank or other assets as collateral for the City's obligation under the Note.

Section 5. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
CITY OF WAVERLY, NEBRASKA
PROMISSORY NOTE, SERIES 2025

Interest Rate

Maturity Date

Date of Issue

REGISTERED OWNER: HORIZON BANK

PRINCIPAL AMOUNT:

The CITY OF WAVERLY, NEBRASKA (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal amount stated above and interest thereon, at the interest rate per annum specified above, in lawful money of the United States of America. Interest accrued to date shall be payable in equal annual installments of principal and interest sufficient to fully amortize the Note at maturity and with the entire balance of principal and accrued interest due and payable at maturity.

The principal amount and the interest due at maturity or upon payment prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Note Registrar and Paying Agent, the City Treasurer of the City of Waverly, Nebraska, (the “Registrar”), upon presentation and surrender of this note. Interest on this note due prior to maturity or earlier payment shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding the date on which interest on this note is payable (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable and shall be payable to the person who is the Registered Owner of this note (or of one or more predecessor notes hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. This note is payable from the general funds of the City to the extent not paid from other sources, including revenues generated from operation of the fire department. For the prompt payment of this note, both principal and interest at the time the same becomes due, the full faith, credit, and resources of the City are hereby pledged.

This note may be prepaid without penalty, in whole or in part, at any time in such principal amounts as the City, in its sole and absolute discretion, shall determine.

This note is issued in the total principal amount of \$ _____ and has been issued by the City for the purpose of purchasing an ambulance and related equipment for the City and paying the costs of issuance of this note. This note is issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the “Ordinance”) duly enacted and by proceedings duly had by the Mayor and Council.

This note is transferable by the Registered Owner hereof as provided by the Ordinance and subject to the restrictions on transfer specified in the Ordinance and only upon delivery of an Investor Letter, as described in the Ordinance. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal or interest on note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Waverly, Nebraska, are authorized by law or executive

order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this note, does not exceed any statutory limitation imposed by law. The City agrees that this note shall be secured by and be payable from any and all general fund resources of the City, including but not limited to any and all authorized levies of taxes, and shall not, to the fullest extent permitted by law, be limited as to payment to the City's general fund resources for any specific fiscal year, pursuant to Section 18-201, R.R.S. Nebraska. The City reserves the right to provide for payment of principal and interest on the Note from the further issuance of notes, bonds, or other methods of financing.

This note shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this note to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF WAVERLY, NEBRASKA

ATTEST:

By: _____ (Do Not Sign)
Mayor

By: _____ (Do Not Sign)
Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

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

(Do not sign)
CITY TREASURER, CITY OF WAVERLY,
NEBRASKA, Registrar and Paying Agent

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

Print or Type Name, Address and Social Security Number

or other Taxpayer Identification Number of Transferee

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within note on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Section 6. Upon execution, registration and authentication of the Note, they shall be delivered to the City Treasurer, who is authorized to deliver them to the purchaser thereof specified in the Designation upon receipt of (a) the full purchase price of the Note less any costs of issuance of the Note to be withheld at closing and (b) delivery to the City of an investor letter in the form of **Exhibit A** hereto.

Section 7. The City Treasurer of the City of Waverly, Nebraska, is hereby appointed as Registrar and Paying Agent (the "Registrar") for the Note. The Registrar shall keep the books for the registration and transfer of Note at its office in Waverly, Nebraska. The names and registered addresses of the registered owner or owners of the Note shall at all times be recorded in such books. The transfer of the Note may be registered upon the books kept for the registration and registration of transfer of Note only (i) upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar, (ii) the City shall consent to such transfer in its discretion and (iii) the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission and the registered owner has obtained from such proposed transferee and provided to the Registrar, prior to such transfer and assignment, an investor letter in substantially the form of **Exhibit A** hereto. Upon any such registration of transfer, the City shall execute, and the Registrar shall authenticate and deliver in exchange for such Note, a new Note of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Note may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Note and the City shall execute and the Registrar shall authenticate and deliver Note which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Note surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer the Note for a period of 15 days next preceding any interest or principal payment date. The Registrar shall also be responsible for making the payments of principal

and interest as the same fall due upon the Note from funds provided by the City for such purpose. Payments of interest due upon the Note prior to maturity shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Note as of the close of business on the fifteenth day immediately preceding the interest payment date, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this Ordinance. Payments of principal due at maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of the Note at the office of the Registrar. The City and the Registrar may treat the registered owner of the Note as the absolute owner of the Note for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of the Note shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Note or claims for interest to the extent of the sum or sums so paid.

Section 8. The City hereby agrees that the Loan, evidenced by the Note, shall be secured by and be payable from any and all general fund resources of the City, including but not limited to any and all authorized levies of taxes, and shall not, to the fullest extent permitted by law, be limited as to payment to the City's general fund resources for any specific fiscal year. The City reserves the right to provide for payment of principal and interest on the Note from the further issuance of notes, bonds, or other methods of financing, including specifically general obligation various purpose bonds.

Section 9. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Note, one of which transcripts shall be delivered to the purchaser of the Note. After being executed by the Mayor and Clerk, said Note shall be delivered to purchaser.

Section 10. The City hereby covenants and agrees that it will make no use of the proceeds of the Note which would cause the Note to be an arbitrage bond within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Note for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Note to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby designates the Note as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Note is issued (taking into consideration the exception for current refunding issues). The Mayor is hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Note as "qualified tax-exempt obligations".

Section 11. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the Note and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Note, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing all other terms and provisions to be carried by the Note not specifically set forth in this Ordinance, and (ii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Note. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments,

certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 12. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 13. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 24th day of June, 2025.

EXHIBIT A
FORM OF INVESTOR LETTER

_____, 2025

City of Waverly, Nebraska
Waverly, Nebraska

Rembolt Ludtke LLP
Lincoln, Nebraska

Re: Promissory Note, Series 2025, dated _____, 2025

Ladies and Gentlemen:

The undersigned, Horizon Bank, as purchaser (the "Purchaser") of the above-referenced note (the "Note") issued by the City of Waverly, Nebraska, (the "City") pursuant to and on the terms set forth in Ordinance No. 25-05 of the City passed by the City Council on June __, 2025 (the "Ordinance"), hereby represents and warrants to you that:

1. Capitalized terms used herein and not otherwise defined are used with the meanings given such terms in the Ordinance.
2. The Purchaser has duly authorized, by all necessary action, the purchase of the Note and the right to receive the payments of principal of and interest on the Note pursuant to the terms and provisions of the Ordinance (the "Payments").
3. The Purchaser is a qualified institutional buyer as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), because the Purchaser is a financial institution. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Note, the Payments, and the Ordinance. The Purchaser is able to bear the economic risks of that investment, including a complete loss of such investment.

4. The Purchaser understands that the obligations of the City to make the Payments under the Ordinance and the Note are payable from the sources described in the Ordinance.

5. The Purchaser acknowledges that it has either been supplied with or has been given access to information, including financial statements and other financial information, which it has asked for and the Purchaser has had the opportunity to ask questions and receive answers from appropriate officers of the City concerning the City, the Note, the Ordinance and the security therefor, so that the Purchaser has been able to evaluate the risks and merits of purchasing the Note and make its decision to purchase the Note on the terms set forth in the Ordinance.

6. The Purchaser made its own inquiry and analysis with respect to the Ordinance, the Note, the Payments, and the security therefor, and other factors affecting the security and payment of such payments set forth in the Ordinance. The Purchaser is aware that the business of the City involves certain economic variables and risks that could adversely affect the security for the payments to be made by the City to the Purchaser under the terms of the Ordinance and the Note.

7. The Purchaser understands that the Note (including the right to receive the Payments under the terms of the Ordinance) (a) are not being registered or otherwise qualified for sale under the securities laws and regulations of any state, (b) will not be listed on any securities exchange, (c) do not and will not carry a credit rating from any credit rating service and (d) will be delivered in a form which may not be readily marketable.

8. The Purchaser understands that the Note (including the right to the Payments under the terms of the Ordinance) has not been registered under the Securities Act in reliance upon certain exemptions from registration. The Purchaser represents to you that it is purchasing the Note for investment for its own account and not with a view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of the Note or any part of its interest in the Note. The Purchaser agrees not to sell, transfer or otherwise dispose of the Note or all or any part of its interest in the Note or the Ordinance unless the transferee executes a letter of representation in substantially the form of this letter and such sale, transfer or other disposition is in compliance with applicable securities laws and the provisions of the Ordinance.

9. The Purchaser agrees to indemnify and hold harmless the City with respect to any claim asserted against the City that is based upon the Purchaser's sale, transfer or other disposition of the Note or all or any part of the Purchaser's interests in the Note or the Ordinance in violation of the provisions hereof or of the Ordinance, other than any claim that is based upon the gross negligence or willful misconduct of the City.

10. The Purchaser has executed and delivered this letter in connection with issuance of the Note as an inducement to the City to cause the issuance of the Note and the execution and delivery thereof to the Purchaser.

Only the addressees hereof may rely upon this letter.

HORIZON BANK, Waverly, Nebraska

By: _____ (Do not sign)
Its: _____

I, the undersigned, City Clerk for the City of Waverly, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June ____, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

City Clerk

INTRODUCTION TO BUSINESS AND COMMUNICATIONS

Introduction of Lancaster County Health Director and discussion of the Lancaster County Environmental Public Health Division.

Introduction by Kerry Kernan, Lancaster County Health Director. Kernan shared the many data-driven programs Lancaster County Health Department has to offer including public health clinic services and preventative measures, which includes immunizations, STI clinic, refugee health screenings, and dental services to help the uninsured and underinsured. Kernan shared Lancaster County also spearheads the Family Connects International Home Visitation for newborn care from a public health registered nurse and the Healthy Families of America home visitation programs, child abuse/neglect prevention, as well as facilitates federally driven Women, Infants, and Children (WIC) emphasizing nutrition and breastfeeding support, both which are 100% family driven.

Lancaster County Environmental Public Health Division Manager Brock Hanisch stated there are approximately 180 staff members with about 50 in the public health division of Environmental Health, which covers air quality, disease prevention, waste management, hazardous materials, and water quality & education. Hanisch provided information on the air quality and fires mobile phone alerts with information received from monitors in Lincoln and Davey, and the Air Pollution Advisory Board. Hanisch advised the public health division also deals with noise, asbestos, healthy homes, and disease prevention, which includes food safety and food inspections through the county as well as a MOU with the state; monitored by the food advisory committee followed by board of health and city council. They also inspect approximately 130 childcare centers in the county plus body art establishments. Hanisch advised waste management facilitates four Haz-2-Go events each year as well as the home location on N 48th & Superior Street. Lancaster County received a \$1.3 million grant a few years ago from Nebraska Environment Trust that is in process to build on a reuse facility to lessen waste and promote life of goods as free program for the public. Hanisch advised there is an emergency response team with 2 people on call 24/7 that works with LSO, mutual aid, all Lancaster County volunteer fire departments, and NSP, often responding to calls to take the burden off first responders and making sure the environment is clean. Hanisch advised nuisance complaints is another area handled by four staff members and there is an interlocal with Waverly and 10 other jurisdictions within the county.

Kernan shared health promotion and outreach through public safety events such as car seat checks, fire safety, tobacco and drug use and prevention, and chronic disease and obesity prevention. The Community Health Improvement Plan of 2024 outlines the Public Health Informatics and Planning, which includes communicable disease reports, community health assessments, data/reports and vital statistics,

epidemiology, and public health emergency preparedness. Lancaster County tested children and public inspections as part of the Lead Safe Lincoln program for Lead Prevention. Through community surveys, the public placed the top three priorities as access to care, depression, and suicide prevention, which will be the focus moving forward from 2025 to 2027. Kernan invited the public to find materials on the website and take advantage of any and all programs available.

Mayor Pascoe thanked Kernan and Hanisch for the thorough overview of the large amount of information and advised the entire community has access to this information on YouTube.

Consideration of approval of granting a noise variance request for the annual BBQ Contest at the Waverly Community Foundation to be held on August 1 & August 2, 2025.

Council Member Jespersen moved to approve granting a noise variance request for the annual BBQ Contest at the Waverly Community Foundation granting a noise variance request for the annual BBQ Contest at the Waverly Community Foundation. Council Member Nielson seconded the motion.

Council Members discussed the events, which include a Friday night musical guest Jimmy Greve and food truck, and Saturday BBQ contest, beer garden, and raffle, with musical guest Dillon Gage for a street dance. Proceeds benefit football and volleyball teams here at Waverly School District 145.

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

Consideration of approval of granting a noise variance request for a block party on 13460 Montrose Ct. to be held on Thursday, July 3, 2025.

Council Member Jespersen moved to approve granting a noise variance request for a block party on 13460 Montrose Ct. to be held on Thursday, July 3, 2025. 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.

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Stark

Council Member Stark reported the 8u tournament finished up last week, Blast Ball and T-Ball are finishing up this week with blast ball last night being yesterday and tee ball is tomorrow. The 10u tournament finished last week and the 12u tournament is currently happening in Springfield this week. The new bike rack will be installed at Wayne Park, whenever the rain stops, and the ground dries out. The water heater at the Aquatic Center was fixed last Friday and we passed our follow up pool inspection today. The Waverly Community Foundation is hosting a fun run with proceeds benefiting the dog park, signup online.

Mayor Pascoe stated hopefully we will have a sign up soon where the dog park is going. Pascoe stated there is an awesome drone video of the Aquatic Center posted. Council Member Delahoyde noted the recent parking in the grass next to the pool parking lot and suggested measures to stop this. City Administrator Fisher stated this was in the budget presentation for the pool. Fisher reported the pizza sales are going well.

Public Works (Utilities & Street): Council Member Delahoyde

Council Member Delahoyde reported they hauled biosolids from the drying pad to the bunker storage at the wastewater plant. Had water shutdowns on Oak Lane and Folkestone for water main tie-ins for K2 Construction. The water main is all installed on Oak Lane and Folkestone Street and filled with water, awaiting testing results and approval from the state. Painted arrows and some Railroad crossing markers. Sewer jetted on the north side, along with a call on Folkestone Street. Placed dirt, grass seed, on N 142nd

between Highway 6 and Heywood Street in sunk spots from a water main replacement project. Waverly Ridge has at least 95% of the streets poured. The remaining items include crack sealing all joints, pouring the approaches to N 148th Street on Jamestown and Kenilworth Street. Final inspection will occur in the next few weeks, then building homes will likely start thereafter. Electrical lines are being installed now; natural gas has not started yet.

Public Health (Fire & Safety): Council Member Jespersen

No report.

Fiscal & Economic Development: Council Member Nielson

No report.

City Administrator Fisher

City Administrator Fisher reported fireworks sales start tomorrow; fireworks are allowed to be discharged between 8am-11pm and midnight on July 4th. Please follow the municipal code, practice fireworks safety, and clean up your trash afterwards. The Fourth of July events poster has been publicized. The Chamber sponsors parade and is just the same as previous years; there is no preregistration requirement—just show up and join the parade. The fire department will help us line up all the entries. Darleen Marolf celebrated her 101st birthday and will be the grand marshal in the parade. The fireworks show at night is sponsored by the chamber as well. Events include church luncheons at the Community Foundation, Methodist church and Peace Lutheran church. There's a bike race for kids here outside the city office in the morning following the kiddie parade at the nursing home. Kiwanis hosts a pancake feed in the morning. There is a money dive at the Aquatic Center sponsored by Horizon Bank. A home run derby event will be held after the parade at Wayne Park field one. There are a lot of events—show up and have a good time.

Mayor Pascoe stated there will not be a street dance this year and shared the reasoning behind no street dance. The city was never in charge of a street dance. It was held at Trackside by the Community Foundation, who did it for many years. Volunteers get really tired when there are the same 10-20 people who do it every single year and do it for about 18-20 hours a day for that time, and they also want to also enjoy the holiday. So that is why that stopped around the Trackside area. So last year someone else put it on but with contract/agreement with the fireworks stand and Anderson-Hoxie at the Foundation parking lot, it was not a great location. It was horrible for public safety, so the location was the reason why and nobody brought us another option to approve.

EXECUTIVE SESSION

Council Member Nielson moved to go into Executive Session to protect the public interest and receive confidential legal advice. Council Member Jespersen 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 Pascoe declared Closed Session at 7:04 p.m. Those present in Executive Session were Mayor Pascoe, Council Members Jespersen, Nielson, and Delahoyde, City Administrator Fisher, Attorney Moll, and City Clerk Frye. No action was taken during Executive Session.

Mayor Pascoe declared Open Session at 8:28 p.m.

Council Member Nielson moved to leave Executive Session at 8:28 p.m. Council Member Stark 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.

ADJOURNMENT

Council Member Nielson moved to adjourn the meeting at 8:28 p.m. Council Member Jespersen 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.

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Assistant

Claims for Payment: June 25th - July 8th, 2025

Group A			
Vendor	Description	Amount	Date Paid
David & Diane Eastep	Utility Deposit Refund	\$ 100.00	
Jade & Dwight Malcolm	Utility Deposit Refund	\$ 100.00	
Richard & Betty Mays	Utility Deposit Refund	\$ 100.00	
Chris Pokorny	Utility Deposit Refund	\$ 100.00	
Brianna Tapa	Utility Deposit Refund	\$ 100.00	
Aaron Hummel	Waverly Fire Member Stipends	\$ 1,400.00	
ADP Fees	Payroll Fees	\$ 192.95	7/4/2025
ADP Fees	Payroll Fees	\$ 381.53	7/4/2025
ADP Payroll	Payroll	\$ 74,260.54	7/11/2025
Allo Communications	Phone/Internet Services	\$ 938.78	
Angela Hagaman	Pool supply reimbursement	\$ 92.42	
Aqua-Chem, Inc.	Pool chemicals	\$ 1,673.05	
Brad Pfeiffer	Waverly Fire Member Stipends	\$ 105.00	
Brent Cooper	Waverly Fire Member Stipends	\$ 105.00	
Caleb Bishop	Waverly Fire Member Stipends	\$ 70.00	
Calvin Peterson	Umpire payout	\$ 455.00	
Carrie Morgan	Fans	\$ 49.98	
Christopher Davis	Waverly Fire Member Stipends	\$ 70.00	
Colonial Life	Insurance	\$ 43.92	
Crescent Electric Supply Co.	Fuses	\$ 264.14	
CS Concrete LLC	Concrete for bike rack	\$ 362.50	
Cyndi Abbott	Waverly Fire Member Stipends	\$ 105.00	
Danko Emergency Equipment Co.	Riley spreader	\$ 627.00	
DataVizion, LLC	Microsoft 365 Business, Support, FortiCare protection	\$ 3,229.50	
Denver Andersen	Waverly Fire Member Stipends	\$ 60.00	
Department of Agriculture	State concession fee	\$ 104.00	
Emily Swoboda	Waverly Fire Member Stipends	\$ 40.00	
Gill ID Systems	Pool pass key cards	\$ 478.00	
Greg Gerlach	Waverly Fire Member Stipends	\$ 70.00	
gWorks	50 Additional FD Public Users	\$ 84.00	
Heermann Economic Development	Economic dev.consulting servic	\$ 2,900.00	
Horizon Bank	Monthly ACH Fees	\$ 10.00	7/15/2025
Interstate All Battery Center	Battery portable generator	\$ 367.90	
Jacob Brosseau	Waverly Fire Member Stipends	\$ 100.00	
James Bartels	Waverly Fire Member Stipends	\$ 105.00	
Jamieson Battistella	Waverly Fire Member Stipends	\$ 175.00	
Jared Rains	Waverly Fire Member Stipends	\$ 1,225.00	
JEO Consulting Group, Inc.	Waverly New Well Siting, 134th & Hwy 6 Drainage Improvements	\$ 3,072.50	
Jerry's Transmission Service	Accident repairs to 2019 Ford	\$ 99,726.20	
John Adams	Waverly Fire Member Stipends	\$ 70.00	
John Catsinas	Waverly Fire Member Stipends	\$ 175.00	
John Hancock USA	Retirement	\$ 2,968.04	7/11/2025
Joseph Hummel	Waverly Fire Member Stipends	\$ 105.00	
Kevin LaPage	RAS pump install new pumps, degritter, clarifier repair, install polymer control, a/c unit	\$ 1,665.00	
Lancaster Co.Sheriff Office	July 2025	\$ 38,093.00	
Larry Fichtner	Waverly Fire Member Stipends	\$ 105.00	
League of Nebr. Municipalities	LIGHT yearly member fees	\$ 180.00	
Lincoln Electric System	Electricity	\$ 4,813.24	
Lincoln Winwater Works Co.	3/4 IPS repair, returned stationary rods	\$ (771.10)	
MacQueen Emergency	Rescue auger	\$ 1,099.30	
MacQueen Emergency	Splint stretcher, o-rings	\$ 1,591.73	
Mammoth Station	Fuel & WD-40	\$ 247.78	
Menards-Lincoln North	Wedge, blade, pail, light bulbs, bathroom repair, cleaning supplies, bracket, lock	\$ 204.96	
Michael McClellan	Waverly Fire Member Stipends	\$ 175.00	
Midwest Laboratories, Inc.	Lab fees	\$ 110.27	
Miller Seed	Double-net straw - 142 St.	\$ 82.80	
Nancy Myer	Waverly Fire Member Stipends	\$ 105.00	
Nate Stilmock	Waverly Fire Member Stipends	\$ 70.00	
Nathan Vidlak	Waverly Fire Member Stipends	\$ 350.00	
Nathanael Brosseau	Waverly Fire Member Stipends	\$ 75.00	
Nebraska Dept Revenue Waste	Utility sales tax & pool pass tax	\$ 15,312.72	7/20/2025
Nebraska Fire Chiefs Assoc.	Fire Chief Membership	\$ 25.00	
Neilly Photography & Design	Aquatic center drone photos	\$ 100.00	
North Central Emergency Vehicles	New ambulance	\$ 327,653.00	
NSVFA	Membership Dues	\$ 900.00	
One Call Concepts, Inc.	One-Call Service	\$ 149.47	
Pace Analytical Services	Sewer water testing	\$ 1,364.00	
Patrick Peterman	Waverly Fire Member Stipends	\$ 105.00	
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 1,259.10	7/10/2025
Pinnacle Bank	Concession items, conferences, pool supplies, tools, fire department supplies, equip. repair	\$ 7,539.90	
Production Creek Specialty Adv	T-ball, blastball, baseball & softball jerseys, employee clothing, swim team t-shirts	\$ 4,573.25	
Quik Dump Refuse	Garbage Service	\$ 799.17	
Rembolt Ludtke LLP	Waverly Suburban Fire District	\$ 924.00	
Robin L. Hoffman	Waverly Fire Member Stipends	\$ 350.00	
Ross Escobedo	Waverly Fire Member Stipends	\$ 175.00	
Ryan Lawn and Tree	Sprinkler repair	\$ 6,077.73	
Ryan Mueller	Waverly Fire Member Stipends	\$ 2,100.00	
School District #145	Tobacco & Liquor License	\$ 1,960.00	
Shelby Miller	Waverly Fire Member Stipends	\$ 70.00	
Small Engine Specialists	Blower repair	\$ 61.00	
S.E.Rural Fire Protection Dist	EMS Calls	\$ 1,450.00	
State Fire Marshal Training Div.	Hazmat & Fire Officer 1 certification	\$ 100.00	
Stryker Sales, LLC	New ambulance lucas device	\$ 20,594.11	
Stryker Sales, LLC	Lucas power supply with cord	\$ 344.08	
Subsurface Solutions	Utility locator part	\$ 144.18	
Tell Hanes	Waverly Fire Member Stipends	\$ 325.00	
Terracon Consultants, Inc.	Fire station geotechnical work	\$ 650.00	
The Voice News	Advertising & Printing	\$ 306.92	
Tyler Tongish	Waverly Fire Member Stipends	\$ 175.00	
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95	
Uribe Refuse Services	Restroom Rental	\$ 96.00	
USA Blue Book	Chemical injector tubing	\$ 1,252.63	
Val Limited	Concession pizza	\$ 1,480.00	
Visual Edge IT	Copies	\$ 151.63	
William Gerdes	Waverly Fire Member Stipends	\$ 140.00	
Sam's Club	Food for fire department barbeque - F.D. debit card	\$ 346.44	
RecDesk	Swim lesson refund	\$ 50.00	
RecDesk	Pool party deposit refunds	\$ 1,000.00	
	Claims Group A Total	\$ 645,207.21	

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

TREASURER'S REPORT
CALENDAR 6/2025, FISCAL 9/2025

ACCT	TITLE	LAST REPORT ON HAND	DISBURSED	RECEIVED	CHANGE IN LIABILITY	BALANCE
10	GENERAL	1,074,041.85	84,297.31	6,414.75	1,742.61-	994,416.68
11	CITY SALES TAX	4,421,347.77	6,425.33	95,102.95	.00	4,510,025.39
12	STREET	939,252.33	42,049.01	150,712.83	5,398.32-	1,042,517.83
13	POOL	1,722,809.34	165,357.30	146,309.78	1,588.39-	1,702,173.43
14	PARK	415,445.07	32,964.11	5,454.13	3,931.92-	384,003.17
15	ARPA	44,334.59	.00	141.11	.00	44,475.70
16	FIRE DEPARTMENT	143,228.66	15,081.04	42,872.75	.00	171,020.37
17	FIRE DONATION	57,149.40	863.45	450.70	.00	56,736.65
18	FIRE EQUIPMENT	556,235.51	2,074.10	12,645.79	.00	566,807.20
19	BUILDING & ZONING	272,996.72	53,551.49	12,277.29	1,495.25-	230,227.27
20	WATER	2,176,043.45	340,227.87	100,091.50	1,304.09-	1,934,602.99
21	SEWER	5,640,983.29	352,997.70	154,183.90	2,066.51-	5,440,102.98
22	CDBG FUND	.00	8,654.15	8,654.15	.00	.00
23	DEBT SERVICE	535,102.31	394,451.25	31,230.90	.00	171,881.96
24	TIF H: TSC DISTR CENTE	149,382.78	149,361.12	25.37	.00	47.03
25	TIF I: TSC RETAIL STOR	32,770.56	32,758.88	13.08	.00	24.76
26	TIF C: MBA POULTRY A	.00	.00	.00	.00	.00
27	TIF D: MBA POULTRY B	.00	.00	.00	.00	.00
28	CEMETERY	118,825.36	3,352.13	554.61	1,164.11-	114,863.73
29	LOTTERY	622,742.79	81,680.35	83,380.19	.00	624,442.63
30	TIF E: WATTS ELECTRIC	.00	.00	.00	.00	.00
31	PAYROLL	.00	.00	.00	.00	.00
32	TIF F: KAMTERTER	.00	.00	.00	.00	.00
33	TIF G; BUCKET B AREA	1,408,357.09	5,500.00	10,580.81	.00	1,413,437.90
34	TIF J: VACEK ENTERPRIS	7,088.56	7,088.44	.16	.00	.28
35	TIF ADMIN W/H FUNDS	133,585.40	999.00	463.80	.00	133,050.20
36	TIF K: WOODSTOCK LLC	15,670.25	21,722.45	6,054.27	.00	2.07
37	TIF L NW ELECTRIC	2,025.46	.00	.09	.00	2,025.55
38	FIRE/RESCUE LOTTERY/RA	11,634.00	.00	1.91	.00	11,635.91
Report Total		20,501,052.54	1,801,456.48	867,616.82	18,691.20-	19,548,521.68

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-4000	PROPERTY TAXES	.00	519,595.06	1,006,957.00	487,361.94
10-00-4005	MOTOR VEHICLE TAX	.00	101,164.89	90,000.00	11,164.89-
10-00-4010	MOTOR VEHICLE PRO RATE	.00	1,876.37	1,000.00	876.37-
10-00-4015	PROPERTY TAX CREDIT	.00	68,867.34	.00	68,867.34-
10-00-4018	STATE AID	.00	.00	.00	.00
10-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
10-00-4025	M.I.R.F.	.00	.00	.00	.00
10-00-4030	CARLINE	.00	79.52	.00	79.52-
10-00-4032	LEASE REVENUE	.00	4,000.00	6,000.00	2,000.00
10-00-4035	FRANCHISE TAX	2,594.24	358,207.49	450,000.00	91,792.51
10-00-4040	IN LIEU OF TAXES	.00	5,300.34	3,000.00	2,300.34-
10-00-4050	SALES TAX	.00	.00	.00	.00
10-00-4055	HOMESTEAD EXEMPTION	.00	16,966.05	.00	16,966.05-
10-00-4060	INT EARNED ON LOCAL REVENUE	74.12	736.40	.00	736.40-
10-00-4065	FEES AND PERMITS	.00	.00	.00	.00
10-00-4070	CITY LICENSES	670.00	9,542.00	8,500.00	1,042.00-
10-00-4071	CITY FINES	.00	45.00	.00	45.00-
10-00-4075	DOG LICENSES	20.00	1,800.00	2,000.00	200.00
10-00-4080	DOG IMPOUNDMENT & BOARD	.00	.00	.00	.00
10-00-4090	OTHER LOCAL REVENUE RECEIPT	.00	.00	.00	.00
10-00-4091	QUIET ZONE	.00	.00	.00	.00
10-00-4095	LABOR & MATERIALS SOLD - GEN.	.00	.00	.00	.00
10-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
10-00-4105	GRANTS	.00	500.00	.00	500.00-
10-00-4106	DEVELOPER: STREET TREES	.00	.00	.00	.00
10-00-4110	INSURANCE ADJUSTMENTS	.00	2,368.12	.00	2,368.12-
10-00-4115	OPERATING CONTRIBUTIONS	.00	.00	.00	.00
10-00-4130	BOND PROCEEDS	.00	.00	3,750,000.00	3,750,000.00
10-00-4161	INTEREST-MMA	3,056.39	17,632.40	5,000.00	12,632.40-
10-00-4210	TOWER RENT	.00	27,799.94	41,000.00	13,200.06
10-00-4215	FARM RENT INCOME	.00	19,095.00	19,095.00	.00
10-00-4410	ADJUSTMENT	.00	.00	.00	.00
10-00-4415	AG LAND TAX CREDIT	.00	54.78	.00	54.78-
10-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
10-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
10-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
10-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
10-90-4016	TRANSFER FROM FIRE/RESCUE	.00	7,291.62	.00	7,291.62-
10-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
10-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
10-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
10-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
10-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
10-90-4030	TRANSFER FROM TIF E	.00	.00	.00	.00
10-90-4031	TRANSFER FROM PAYROLL	.00	.00	.00	.00
10-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
	TOTAL REVENUE	6,414.75	1,162,922.32	5,382,552.00	4,219,629.68
10-00-5000	REGULAR SALARIES	8,829.60	87,072.68	140,000.00	52,927.32
10-00-5002	SALARIES OVERTIME	.00	.00	.00	.00

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-5005	SALARY OF MAYOR & COUNCIL	15,000.00	30,000.00	30,000.00	.00
10-00-5006	SALARIES PART TIME/TEMP	.00	.00	5,000.00	5,000.00
10-00-5009	SOCIAL SECURITY	1,819.34	8,886.57	12,000.00	3,113.43
10-00-5015	HEALTH INSURANCE	200.00	17,221.64	32,500.00	15,278.36
10-00-5019	WORKER'S COMP INSURANCE	.00	1,414.98	2,000.00	585.02
10-00-5020	EMPLOYMENT EXPENSES	526.69	4,090.68	7,500.00	3,409.32
10-00-5025	UNEMPLOYMENT COMPENSATION	357.50	947.89	2,000.00	1,052.11
10-00-5030	RETIREMENT	485.62	4,788.99	7,500.00	2,711.01
10-00-5035	CLOTHING	.00	.00	1,750.00	1,750.00
10-00-5040	COUNTY TREAS. & OTHER FEES	.00	796.87	4,000.00	3,203.13
10-00-5045	CUSTODIAL SERVICE	439.23	3,953.07	5,500.00	1,546.93
10-00-5050	LEGAL SERVICES	3,000.00	55,981.00	50,000.00	5,981.00-
10-00-5055	CONTRACT OR SECURED SERVICE	38,093.00	342,936.00	485,000.00	142,064.00
10-00-5060	OTHER PROF. & TECH SERVICE	5,009.41	121,577.15	118,000.00	3,577.15-
10-00-5065	NATURAL GAS	95.28	1,070.68	2,000.00	929.32
10-00-5070	ELECTRICITY	254.15	2,366.32	3,500.00	1,133.68
10-00-5075	GARBAGE SERVICE	.00	167.80	500.00	332.20
10-00-5080	RENTALS OR LEASES	.00	33.00	500.00	467.00
10-00-5085	POSTAGE	266.00	2,266.54	3,000.00	733.46
10-00-5090	TELEPHONE	498.05	5,541.79	7,000.00	1,458.21
10-00-5095	ADVERTISING AND PRINTING	430.19	3,394.10	5,000.00	1,605.90
10-00-5100	SUPPLIES	144.25	12,245.59	12,000.00	245.59-
10-00-5102	OPERATING SUPPLIES	.00	.00	.00	.00
10-00-5105	CONCESSIONS	.00	.00	.00	.00
10-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
10-00-5115	LICENSE FEES	.00	.00	5,000.00	5,000.00
10-00-5120	SCHOOL, DUES AND SEMINARS	3,409.00	6,305.75	35,000.00	28,694.25
10-00-5125	SALES TAX	.00	.00	.00	.00
10-00-5130	DOG BOARD AND DISPOSAL	.00	.00	.00	.00
10-00-5135	PROPERTY INSURANCE	.00	15,356.48	16,000.00	643.52
10-00-5140	TRAVEL OR MILEAGE	.00	922.71	4,000.00	3,077.29
10-00-5145	REPAIR & MAINT. SERVICES	5,440.00	6,727.69	5,000.00	1,727.69-
10-00-5149	REFUNDS	.00	.00	.00	.00
10-00-5150	OTHER MISC. OBJECTS	.00	1,999.97	4,000.00	2,000.03
10-00-5155	QUIET ZONE	.00	.00	.00	.00
10-00-5160	DRY DAM	.00	.00	10,000.00	10,000.00
10-00-5170	WATERSHED	.00	.00	.00	.00
10-00-5175	CAPITAL IMPROVEMENTS	.00	.00	3,750,000.00	3,750,000.00
10-10-5100	SUPPLIES	.00	.00	.00	.00
10-10-5102	OPERATING SUPPLIES	.00	.00	.00	.00
10-10-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
10-10-5120	SCHOOL, DUES AND SEMINARS	.00	.00	.00	.00
10-10-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
10-10-5145	REPAIR & MAINT. SERVICES	.00	.00	.00	.00
10-10-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
10-30-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-30-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-40-5000	REGULAR SALARIES	.00	.00	.00	.00
10-40-5001	PARTTIME SALARIES	.00	.00	.00	.00
10-40-5002	SALARIES PART TIME/TEMP	.00	.00	.00	.00
10-40-5009	SOCIAL SECURITY	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-40-5015	HEALTH INSURANCE	.00	.00	.00	.00
10-40-5030	RETIREMENT	.00	.00	.00	.00
10-40-5090	TELEPHONE	.00	.00	.00	.00
10-40-5100	SUPPLIES	.00	.00	.00	.00
10-40-5200	DEPOSIT REFUND	.00	.00	.00	.00
10-50-5000	REGULAR SALARIES	.00	.00	.00	.00
10-50-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-60-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-60-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-90-5011	TRANSFER TO CITY SALES TX	.00	.00	.00	.00
10-90-5012	TRANSFER TO STREET	.00	175,000.00	175,000.00	.00
10-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
10-90-5014	TRANSFER TO PARK	.00	180,000.00	180,000.00	.00
10-90-5016	TRANSFER TO FIRE/RESCUE	.00	168,250.00	168,250.00	.00
10-90-5018	TRANSFER TO FD EQUIPMENT FUND	.00	.00	.00	.00
10-90-5019	TRANSFER TO BUILDING	.00	125,000.00	125,000.00	.00
10-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
10-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
10-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
10-90-5028	TRANSFER TO CEMETERY	.00	41,000.00	41,000.00	.00
10-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	84,297.31	1,427,315.94	5,454,500.00	4,027,184.06
	GENERAL TOTAL	77,882.56-	264,393.62-	71,948.00-	192,445.62

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
11-00-4052	CITY SALES TAX	74,966.63	660,071.14	700,000.00	39,928.86
11-00-4053	AQUATIC CENTER SALES TAX	.00	.00	.00	.00
11-00-4135	REIMBURSEMENT	.00	.00	.00	.00
11-00-4161	INTEREST-MMA	5,584.74	39,921.13	10,000.00	29,921.13-
11-00-4163	INTEREST-CD'S HORIZON	14,551.58	99,178.59	40,000.00	59,178.59-
11-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
11-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
11-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
	TOTAL REVENUE	95,102.95	799,170.86	750,000.00	49,170.86-
11-00-5174	COMMUNITY IMPROVEMENT	.00	.00	.00	.00
11-00-5175	CAPITAL OUTLAY	6,425.33	9,556.58	112,000.00	102,443.42
11-00-5302	BOND PAYMENTS	.00	.00	.00	.00
11-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
11-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
11-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
11-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
11-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
	TOTAL EXPENSES	6,425.33	9,556.58	112,000.00	102,443.42
	CITY SALES TAX TOTAL	88,677.62	789,614.28	638,000.00	151,614.28-

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-4005	MOTOR VEHICLE FEES	.00	29,227.56	28,000.00	1,227.56-
12-00-4090	OTHER LOCAL REV RECEIPTS	.00	300.00	.00	300.00-
12-00-4095	LABOR & MATERIALS SOLD-STREETS	.00	543.75	.00	543.75-
12-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
12-00-4105	GRANTS	99,489.00	99,489.00	1,477,500.00	1,378,011.00
12-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
12-00-4120	HIGHWAY ALLOCATION	47,605.39	433,427.45	604,357.00	170,929.55
12-00-4125	INCENTIVE PAYMENTS	.00	4,000.00	.00	4,000.00-
12-00-4130	SALE BONDS - STREETS	.00	.00	2,592,000.00	2,592,000.00
12-00-4135	REINBURSEMENT/PROJECT FINANCED	.00	.00	.00	.00
12-00-4161	INTEREST-MMA	3,228.44	26,707.89	.00	26,707.89-
12-00-4220	SCRAP SALES	.00	.00	.00	.00
12-00-4405	INFRASTRUCTURE FEE	390.00	3,941.86	.00	3,941.86-
12-90-4010	TRANSFER FROM GENERAL	.00	175,000.00	175,000.00	.00
12-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
12-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
12-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
12-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
12-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
12-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
12-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
12-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
12-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
12-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
12-90-4030	TRANSFER FROM TIF	.00	.00	.00	.00
	TOTAL REVENUE	150,712.83	772,637.51	4,876,857.00	4,104,219.49
12-00-5000	REGULAR SALARIES	20,181.48	139,274.56	200,000.00	60,725.44
12-00-5002	SALARIES OVERTIME	294.73	4,369.51	7,000.00	2,630.49
12-00-5006	SUB OR TEMP SALARIES	.00	1,694.06	10,000.00	8,305.94
12-00-5009	SOCIAL SECURITY	1,555.73	10,914.42	15,000.00	4,085.58
12-00-5015	HEALTH INSURANCE	1,075.00	46,272.39	102,000.00	55,727.61
12-00-5019	WORKER'S COMP INSURANCE	.00	4,959.18	7,500.00	2,540.82
12-00-5030	RETIREMENT	486.20	4,854.00	10,500.00	5,646.00
12-00-5035	CLOTHING	137.99	988.44	1,250.00	261.56
12-00-5045	CUSTODIAL SERVICES	.00	.00	.00	.00
12-00-5055	CONTRACT OR SECURED SERVI	.00	95.00	.00	95.00-
12-00-5060	PROF&TECH SERVICE/SPECIAL FEES	.00	163,484.84	296,600.00	133,115.16
12-00-5065	NATURAL GAS	112.23	2,204.15	3,000.00	795.85
12-00-5070	ELECTRICITY	7,029.61	62,175.57	70,000.00	7,824.43
12-00-5073	GAS AND OIL	1,014.21	8,796.72	14,000.00	5,203.28
12-00-5075	GARBAGE SERVICE	.00	838.95	1,500.00	661.05
12-00-5076	RECYCLING SERVICE	.00	.00	.00	.00
12-00-5080	RENTALS OR LEASES	.00	1,195.79	7,000.00	5,804.21
12-00-5090	TELEPHONE	131.59	1,408.65	1,000.00	408.65-
12-00-5095	ADVERTISING AND PRINTING	33.94	67.38	500.00	432.62
12-00-5100	SUPPLIES-OFFICE/SHOP	269.46	8,183.13	7,000.00	1,183.13-
12-00-5102	SUPPLIES-STREETS	367.02	3,870.37	68,000.00	64,129.63
12-00-5120	FURNITURE AND EQUIPMENT	.00	33,808.34	352,000.00	318,191.66
12-00-5121	SCHOOL,DUES, & SEMINARS	.00	454.50	500.00	45.50

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-5135	PROPERTY INSURANCE	.00	28,832.29	28,500.00	332.29-
12-00-5140	TRAVEL & MILEAGE	.00	21.00	.00	21.00-
12-00-5141	SERVICE FEES	.00	.00	.00	.00
12-00-5144	REPAIR & MAINT.SERVICE-BLDG	10.00	8,917.45	13,000.00	4,082.55
12-00-5145	REPAIR & MAINT. STREETS	.00	3,549.08	55,000.00	51,450.92
12-00-5146	EQUIPMENT MAINTENANCE	1,209.82	24,309.97	30,000.00	5,690.03
12-00-5147	VEHICLE MAINTENANCE	.00	6,313.44	10,000.00	3,686.56
12-00-5150	OTHER MICS. OBJECTS	.00	.00	.00	.00
12-00-5165	TRAFFIC CONTROL	.00	6,775.57	8,000.00	1,224.43
12-00-5170	STREET CONTRACTS	.00	3,604.30	4,000.00	395.70
12-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	8,140.00	8,140.00	3,592,000.00	3,583,860.00
12-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
12-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
12-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
12-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
12-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
12-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
12-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
12-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
12-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	42,049.01	590,373.05	4,914,850.00	4,324,476.95
	STREET TOTAL	108,663.82	182,264.46	37,993.00-	220,257.46-

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-4050	SALES TAX	5,550.98	9,411.89	.00	9,411.89-
13-00-4052	CITY SALES TAX	37,483.26	330,035.08	350,000.00	19,964.92
13-00-4085	CONCESSIONS	.00	.00	.00	.00
13-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
13-00-4105	GRANTS	.00	749,349.60	.00	749,349.60-
13-00-4130	SALE BONDS - POOL	.00	.00	1,500,000.00	1,500,000.00
13-00-4131	AQUA CENTER BOND PROCEEDS	.00	.00	.00	.00
13-00-4132	2022 MUN IMP BOND PROCEED	.00	.00	.00	.00
13-00-4138	POOL DAILY ADMISSIONS	34,184.09	34,964.41	50,000.00	15,035.59
13-00-4140	POOL RECEIPTS	.00	.00	.00	.00
13-00-4141	POOL PASS REVENUE	38,390.00	87,065.00	70,000.00	17,065.00-
13-00-4142	SWIMMING LESSON REVENUE	6,000.00	12,100.00	5,000.00	7,100.00-
13-00-4143	POOL PARTY REVENUE	3,325.00	13,875.00	8,000.00	5,875.00-
13-00-4144	POOL PARTY DEPOSIT	800.00	3,600.00	.00	3,600.00-
13-00-4146	SWIM TEAM REVENUE	1,665.00	3,755.00	2,000.00	1,755.00-
13-00-4147	PRIVATE SWIMMING LESSON	.00	.00	.00	.00
13-00-4155	GIFT OR DONATIONS	.00	.00	.00	.00
13-00-4161	INTEREST-MMA	1,739.61	14,138.11	.00	14,138.11-
13-00-4162	INTEREST-NE CLASS	.00	23,424.44	.00	23,424.44-
13-00-4167	INTEREST FSB	.64	46.11	.00	46.11-
13-00-4168	DIVIDENDS-NPAIT	3,777.59	3,777.59	.00	3,777.59-
13-00-4185	CONCESSION RECEIPTS	13,393.61	13,984.17	20,000.00	6,015.83
13-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
13-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
13-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
13-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
13-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
13-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
13-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
13-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
13-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	146,309.78	1,299,526.40	2,005,000.00	705,473.60
13-00-5000	REGULAR SALARIES	2,610.58	32,960.73	37,000.00	4,039.27
13-00-5002	SALARIES OVERTIME	970.62	1,274.22	.00	1,274.22-
13-00-5006	SUB OR TEMP SALARIES	59,855.28	61,241.81	130,000.00	68,758.19
13-00-5009	SOCIAL SECURITY	4,850.93	7,271.54	5,500.00	1,771.54-
13-00-5015	HEALTH INSURANCE	100.00	6,835.05	10,500.00	3,664.95
13-00-5019	WORKER'S COMP INSURANCE	.00	98.56	1,000.00	901.44
13-00-5030	RETIREMENT	99.33	1,302.87	2,000.00	697.13
13-00-5035	CLOTHING	1,669.10	1,731.46	3,000.00	1,268.54
13-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
13-00-5050	LEGAL SERVICES	.00	.00	.00	.00
13-00-5055	CONTRACTED OR SECURED SERVICES	117.98	117.98	2,000.00	1,882.02
13-00-5060	OTHER PROF. & TECH SERVICE	785.00	4,266.73	10,500.00	6,233.27
13-00-5065	NATURAL GAS	.00	.00	4,000.00	4,000.00
13-00-5070	ELECTRICITY	1,005.50	3,089.68	17,000.00	13,910.32
13-00-5075	GARBAGE SERVICE	.00	160.90	500.00	339.10
13-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
13-00-5090	TELEPHONE	146.29	508.99	1,500.00	991.01

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-5095	ADVERTISING AND PRINTING	.00	86.25	500.00	413.75
13-00-5100	SUPPLIES	2,388.45	8,969.45	17,000.00	8,030.55
13-00-5102	OPERATION SUPPLIES	1,402.47	5,940.80	15,000.00	9,059.20
13-00-5105	CONCESSIONS	2,825.20	3,593.75	15,000.00	11,406.25
13-00-5110	FURNITURE AND EQUIPMENT	.00	4,308.08	11,000.00	6,691.92
13-00-5120	SCHOOLS, DUES, & SEMINARS	192.38	297.38	5,000.00	4,702.62
13-00-5125	SALES TAX	4,395.29	4,395.29	.00	4,395.29-
13-00-5135	PROPERTY INSURANCE	.00	21,031.91	21,000.00	31.91-
13-00-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
13-00-5141	SERVICE FEES	410.00	880.00	800.00	80.00-
13-00-5145	REPAIR & MAINT. SERVICES	18,857.60	19,447.23	2,000.00	17,447.23-
13-00-5149	REFUNDS	1,022.80	1,752.80	.00	1,752.80-
13-00-5150	OTHER MISC. OBJECTS	.00	400.00	.00	400.00-
13-00-5160	CONSULTANTS	.00	.00	.00	.00
13-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	58,450.00	.00	58,450.00-
13-00-5176	NEW POOL SUPPLIES	.00	.00	.00	.00
13-00-5201	PARTY DEPOSIT REFUNDED	.00	.00	.00	.00
13-00-5333	2021 GO AQUATIC CTN PRINCIPAL	.00	225,000.00	225,000.00	.00
13-00-5334	2021 GO AQUATIC CTR INTEREST	16,652.50	33,923.75	33,924.00	.25
13-00-5351	2023 MUNI IMPROV PRINCIPAL	.00	.00	2,500,000.00	2,500,000.00
13-00-5352	2023 MUNI IMPROV BOND INTEREST	45,000.00	90,000.00	90,000.00	.00
13-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
13-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
13-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
13-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
13-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
13-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
13-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
13-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	165,357.30	599,337.21	3,160,724.00	2,561,386.79
	POOL TOTAL	19,047.52-	700,189.19	1,155,724.00-	1,855,913.19-

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-4065	FEES & PERMITS	.00	.00	.00	.00
14-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
14-00-4105	GRANTS	.00	.00	.00	.00
14-00-4110	INSURANCE ADJUSTMENTS	.00	30,853.13	.00	30,853.13-
14-00-4139	YOUTH FLAG FOOTBAL	3,325.00	3,325.00	8,500.00	5,175.00
14-00-4140	FALL SOCCER RECEIPTS	.00	.00	8,000.00	8,000.00
14-00-4142	SPRING SOCCER RECEIPTS	.00	11,415.00	10,000.00	1,415.00-
14-00-4143	BLAST BALL RECEIPTS	.00	3,155.00	.00	3,155.00-
14-00-4144	T-BALL RECEIPTS	.00	5,900.00	.00	5,900.00-
14-00-4145	BALL RECEIPTS	.00	10,550.00	15,000.00	4,450.00
14-00-4146	BALL FIELD RENTAL	.00	140.00	12,000.00	11,860.00
14-00-4147	ADULT VOLLEY BALL	.00	1,200.00	1,000.00	200.00-
14-00-4148	TOURNAMENTS	.00	2,250.00	1,000.00	1,250.00-
14-00-4149	ADULT BASEBALL	.00	.00	1,000.00	1,000.00
14-00-4155	PARK DONATIONS	.00	.00	20,000.00	20,000.00
14-00-4161	INTEREST-MMA	70.87	2,011.38	500.00	1,511.38-
14-00-4162	INTEREST-NE CLASS	.00	12,206.23	3,000.00	9,206.23-
14-00-4165	INTEREST EARNED	.00	.00	.00	.00
14-00-4166	INTEREST	.15	1.34	.00	1.34-
14-00-4168	DIVIDENDS-NPAIT	1,158.11	1,158.11	.00	1,158.11-
14-00-4170	ADULT BASKETBALL	.00	.00	1,000.00	1,000.00
14-00-4405	INFRASTRUCTURE FEE	900.00	9,096.60	.00	9,096.60-
14-00-4420	ADVERTISING REVENUE	.00	.00	.00	.00
14-90-4010	TRANSFER FROM GENERAL	.00	180,000.00	180,000.00	.00
14-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
14-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
14-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
14-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
14-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
14-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
14-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
14-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
14-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
14-90-4029	TRANSFER FROM LOTTERY	.00	260,000.00	260,000.00	.00
	TOTAL REVENUE	5,454.13	533,261.79	521,000.00	12,261.79-
14-00-5000	REGULAR SALARIES	8,930.40	90,949.68	141,500.00	50,550.32
14-00-5002	OVERTIME SALARIES	15.59	728.83	.00	728.83-
14-00-5006	SUB OR TEMP SALARIES	9,512.11	16,650.62	36,000.00	19,349.38
14-00-5009	SOCIAL SECURITY	1,403.45	8,116.47	12,500.00	4,383.53
14-00-5015	HEALTH INSURANCE	462.50	33,966.41	47,000.00	13,033.59
14-00-5019	WORKER'S COMP INSURANCE	.00	4,455.56	4,500.00	44.44
14-00-5030	RETIREMENT	251.81	3,805.88	7,000.00	3,194.12
14-00-5035	CLOTHING	178.00	428.00	1,000.00	572.00
14-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
14-00-5055	CONTRACTED OR SECURED SERVICES	3,715.00	10,450.45	18,000.00	7,549.55
14-00-5060	OTHER PROF. & TECH SERVICE	.00	6,924.60	8,500.00	1,575.40
14-00-5070	ELECTRICITY	880.09	9,048.74	10,000.00	951.26
14-00-5073	GAS AND OIL	881.96	3,543.39	6,000.00	2,456.61
14-00-5075	GARBAGE SERVICE	.00	2,540.88	3,500.00	959.12

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-5080	RENTAL & LEASES	.00	930.00	1,000.00	70.00
14-00-5090	PHONE	49.35	306.72	1,000.00	693.28
14-00-5095	ADVERTISING & PRINTING	.00	431.25	1,500.00	1,068.75
14-00-5100	SUPPLIES	1,179.48	6,451.36	30,000.00	23,548.64
14-00-5102	OPERATION SUPPLIES	519.03	5,651.09	30,000.00	24,348.91
14-00-5103	TOURNAMENT SUPPLIES	.00	1,118.98	1,500.00	381.02
14-00-5110	FURNITURE AND EQUIPMENT	3,925.00	40,996.00	46,000.00	5,004.00
14-00-5120	SCHOOLS, DUES AND SEMINARS	.00	118.18	500.00	381.82
14-00-5125	SALES TAX	.00	.00	.00	.00
14-00-5130	TREES AND PLANTINGS	.00	11,235.00	28,000.00	16,765.00
14-00-5135	PROPERTY INSURANCE	.00	30,670.41	27,000.00	3,670.41-
14-00-5140	TRAVEL OR MILEAGE	.00	.00	500.00	500.00
14-00-5145	REPAIR & MAINT. SERVICES	638.28	45,605.88	43,500.00	2,105.88-
14-00-5146	EQUIPMENT MAINTENANCE	348.79	916.76	3,500.00	2,583.24
14-00-5147	VEHICLE MAINTENANCE	43.27	102.76	100.00	2.76-
14-00-5149	REFUNDS	30.00	1,365.00	.00	1,365.00-
14-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
14-00-5160	DONATION EXPENSES	.00	210.95	.00	210.95-
14-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	20,000.00	20,000.00
14-90-5011	TRANSFER TO CITY SALES TAX	.00	.00	.00	.00
14-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
14-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
14-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
14-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
14-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
14-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
14-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
14-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	32,964.11	337,719.85	529,600.00	191,880.15
	PARK TOTAL	27,509.98-	195,541.94	8,600.00-	204,141.94-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
15-00-4161	INTEREST-MMA	141.11	1,410.04	.00	1,410.04-
15-00-4199	ARPA PROCEEDS	.00	.00	.00	.00
	TOTAL REVENUE	----- 141.11	----- 1,410.04	----- .00	----- 1,410.04-
15-00-5060	OTHER PROF & TECH SERVICE	.00	.00	.00	.00
15-00-5141	ARPA EXPENSES	.00	503.88	43,543.00	43,039.12
15-00-5146	EQUIPMENT MAINT	.00	18,769.00	.00	18,769.00-
15-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- 19,272.88	----- 43,543.00	----- 24,270.12
	ARPA TOTAL	=====	=====	=====	=====
		141.11	17,862.84-	43,543.00-	25,680.16-
		=====	=====	=====	=====

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-4090	OTHER LOCAL REV RECEIPTS	.00	5.00	.00	5.00-
16-00-4091	COVID-19 CARE FUNDS	.00	.00	.00	.00
16-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
16-00-4105	GRANTS	.00	.00	.00	.00
16-00-4110	INSURANCE ADJUSTMENTS	28,488.00	29,095.00	.00	29,095.00-
16-00-4130	BOND PROCEEDS	.00	.00	9,500,000.00	9,500,000.00
16-00-4135	REIMBURSEMENT-MAT'LS/SERVICES	.00	.00	.00	.00
16-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
16-00-4160	SUBURBAN FIRE DEPARTMENT	14,020.83	126,187.47	168,250.00	42,062.53
16-00-4161	INTEREST-MMA	363.92	3,357.72	.00	3,357.72-
16-00-4165	INTEREST/FIRE-RESCUE	.00	.00	.00	.00
16-90-4010	TRANSFER FROM GENERAL	.00	168,250.00	168,250.00	.00
16-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
16-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
16-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
16-90-4018	TRANSFER FROM FIRE EQUIPMENT	.00	.00	.00	.00
16-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
16-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
16-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
16-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
16-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	42,872.75	326,895.19	9,836,500.00	9,509,604.81
16-00-5003	OFFICER REIMBURSEMENT	.00	4,375.00	11,000.00	6,625.00
16-00-5017	LIFE INSURANCE	.00	7,347.00	5,000.00	2,347.00-
16-00-5019	WORKER'S COMP INSURANCE	.00	1,276.00	5,000.00	3,724.00
16-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
16-00-5050	LEGAL SERVICES	.00	.00	2,500.00	2,500.00
16-00-5055	CONTRACTED OR SECURED SERVICES	.00	20,051.38	67,500.00	47,448.62
16-00-5056	ENARSIS ADMIN	.00	.00	15,000.00	15,000.00
16-00-5060	OTHER PROF.& TECH SERVICE	71.48	4,168.23	5,000.00	831.77
16-00-5065	NATURAL GAS	120.29	3,035.99	6,000.00	2,964.01
16-00-5070	ELECTRICITY	146.09	1,470.89	3,500.00	2,029.11
16-00-5073	GAS & OIL	593.52	5,208.22	8,000.00	2,791.78
16-00-5075	GARBAGE SERVICE	.00	167.80	500.00	332.20
16-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
16-00-5085	POSTAGE	.00	.00	.00	.00
16-00-5090	TELEPHONE	275.08	2,742.15	4,000.00	1,257.85
16-00-5095	ADVERTISING AND PRINTING	.00	304.95	1,000.00	695.05
16-00-5100	SUPPLIES	549.99	1,310.67	8,000.00	6,689.33
16-00-5101	FIRE OPERATION SUPPLIES	.00	1,613.43	20,000.00	18,386.57
16-00-5102	MEDICAL SUPPLIES	1,980.39	14,138.13	20,000.00	5,861.87
16-00-5103	FD BUNKER GEAR	1,029.81	3,072.56	5,500.00	2,427.44
16-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
16-00-5112	COMMUNICATION GEAR	.00	.00	36,000.00	36,000.00
16-00-5115	LICENSE FEES	.00	.00	500.00	500.00
16-00-5120	SCHOOL, DUES AND SEMINARS	725.00	3,289.48	16,000.00	12,710.52
16-00-5135	PROPERTY INSURANCE	.00	20,570.00	25,000.00	4,430.00
16-00-5140	TRAVEL OR MILEAGE	30.95	458.90	6,000.00	5,541.10
16-00-5141	SERVICE FEES	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-5142	VEHICLE MILEAGE REIMBURSE	.00	18,360.00	25,000.00	6,640.00
16-00-5145	BUILDING REPAIR & MAINTENANCE	.00	1,989.10	10,000.00	8,010.90
16-00-5146	EQUIPMENT-REPAIR & MAINTENANCE	.00	6,888.93	12,500.00	5,611.07
16-00-5147	VEHICLE REPAIR & MAINTENANCE	3,708.44	20,815.39	12,500.00	8,315.39-
16-00-5148	COMMUNICATION REPAIR	.00	.00	2,500.00	2,500.00
16-00-5149	REFUNDS	.00	.00	.00	.00
16-00-5150	OTHER MISC. OBJECTS	.00	.00	3,000.00	3,000.00
16-00-5175	CAPITAL IMPROVEMENTS	5,850.00	5,850.00	9,500,000.00	9,494,150.00
16-00-5180	INNOCULATIONS	.00	.00	.00	.00
16-00-5225	DONATION FUND-EXPENSES	.00	.00	.00	.00
16-00-5230	VOID!! USE FUND 18 ACCTS	.00	.00	.00	.00
16-00-5231	FEH: FIRE SERVICE CALLS	.00	.00	.00	.00
16-00-5555	UNIFORMS	.00	.00	.00	.00
16-90-5010	TRANSFER TO GENERAL	.00	7,291.62	.00	7,291.62-
16-90-5011	TRANSFER TO SALES TAX	.00	.00	.00	.00
16-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
16-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
16-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
16-90-5017	TRANSFER TO FIRE DONATION	.00	.00	.00	.00
16-90-5018	TRANSFER TO FIRE EQUIPMENT	.00	140.00	.00	140.00-
16-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
16-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
16-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
16-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
16-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	15,081.04	155,935.82	9,836,500.00	9,680,564.18
	FIRE DEPARTMENT TOTAL	27,791.71	170,959.37	.00	170,959.37-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
17-00-4065	BURN PERMITS	20.00	630.00	500.00	130.00-
17-00-4070	TABLE RENTAL REVENUE	.00	150.00	.00	150.00-
17-00-4090	OTHER LOCAL REV RECEIPTS	.00	140.22	.00	140.22-
17-00-4105	GRANTS	.00	.00	.00	.00
17-00-4155	GIFTS OR DONATIONS	250.00	23,231.46	6,000.00	17,231.46-
17-00-4156	FIRE ENGINE 34 DONATIONS	.00	.00	.00	.00
17-00-4157	SANTA EXPRESS DONATIONS	.00	2,551.98	.00	2,551.98-
17-00-4162	INTEREST-NE CLASS	.00	1,414.60	.00	1,414.60-
17-00-4165	INTEREST FIRE DONATION	.00	.00	.00	.00
17-00-4166	INTEREST	.87	13.52	.00	13.52-
17-00-4168	DIVIDENDS-NPAIT	179.83	179.83	.00	179.83-
17-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
17-90-4018	TRANSFER FROM FIRE EQUIP	.00	140.22-	.00	140.22
17-90-4038	TRANSFER FROM FIRE RAFFLE	.00	500.00	.00	500.00-
	TOTAL REVENUE	450.70	28,671.39	6,500.00	22,171.39-
17-00-5035	CLOTHING ALLOWANCE	.00	.00	2,500.00	2,500.00
17-00-5100	SUPPLIES	724.45	981.63	5,000.00	4,018.37
17-00-5101	FIRE OPERATION SUPPLIES	.00	.00	.00	.00
17-00-5104	ENGINE 34 EXPENSE	139.00	1,223.00	.00	1,223.00-
17-00-5106	SANTA EXPRESS EXPENSES	.00	3,818.81	.00	3,818.81-
17-00-5108	PRIZES	.00	708.64	.00	708.64-
17-00-5150	OTHER MISC EXPENSES	.00	438.30	.00	438.30-
17-00-5175	CAPITAL EQUIPMENT	.00	16,514.00	47,847.00	31,333.00
17-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
17-90-5018	TRANSFERS TO FIRE EQUIPMENT	.00	.00	.00	.00
	TOTAL EXPENSES	863.45	23,684.38	55,347.00	31,662.62
	FIRE DONATION TOTAL	412.75-	4,987.01	48,847.00-	53,834.01-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
18-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
18-00-4091	COVID-19 Care funds	.00	.00	.00	.00
18-00-4105	GRANTS	.00	.00	.00	.00
18-00-4135	REIMBURSEMENT	.00	.00	.00	.00
18-00-4150	FEH: FIRE SERVICE CALLS	.00	187.50	2,000.00	1,812.50
18-00-4151	EMS: RESCUE SERVICE CALLS	10,957.27	97,115.69	50,000.00	47,115.69-
18-00-4160	RURAL FIRE DEPARTMENT	.00	.00	.00	.00
18-00-4161	INTEREST-MMA	894.50	7,326.47	.00	7,326.47-
18-00-4162	INTEREST-NE CLASS	.00	6,497.96	2,500.00	3,997.96-
18-00-4165	INTEREST - FIRE EQUIPMENT	.00	.00	.00	.00
18-00-4166	INTEREST	9.20	74.97	.00	74.97-
18-00-4168	DIVIDENDS-NPAIT	784.82	784.82	.00	784.82-
18-90-4016	TRANSFER FROM FIRE	.00	140.00	.00	140.00-
18-90-4029	TRANSFER FROM KENO	.00	.00	.00	.00
	TOTAL REVENUE	12,645.79	112,127.41	54,500.00	57,627.41-
18-00-5055	CONTRACT/SECURED SERVICES	.00	.00	.00	.00
18-00-5060	OTHER PROF/TECH SERVICE	.00	.00	.00	.00
18-00-5100	SUPPLIES	.00	.00	.00	.00
18-00-5103	FD BUNKER GEAR	.00	11,890.00	.00	11,890.00-
18-00-5110	FURNITURE & EQUIPMENT	.00	1,777.58	.00	1,777.58-
18-00-5141	SERVICE FEES	.00	.00	.00	.00
18-00-5147	VEHICLE MAINT	.00	7,955.66	.00	7,955.66-
18-00-5149	REFUNDS	.00	.00	.00	.00
18-00-5175	CAPITAL EQUIPMENT	.00	.00	301,919.00	301,919.00
18-00-5230	VOID!! USE STANDARD ACCTS	.00	.00	.00	.00
18-00-5231	FEH - FEES	.00	185.63	.00	185.63-
18-00-5232	EMS - FEES	2,074.10	16,769.43	.00	16,769.43-
18-90-5016	TRANSFER TO FD OPERATIONS	.00	.00	.00	.00
18-90-5017	TRANSFER TO DONATIONS	.00	140.22-	.00	140.22
	TOTAL EXPENSES	2,074.10	38,438.08	301,919.00	263,480.92
	FIRE EQUIPMENT TOTAL	10,571.69	73,689.33	247,419.00-	321,108.33-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
19-00-4065	FEES & PERMITS	9,143.97	47,281.95	60,000.00	12,718.05
19-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
19-00-4105	GRANTS	.00	.00	.00	.00
19-00-4106	DEVELOPER:STREET TREES	.00	46,500.00	.00	46,500.00-
19-00-4161	INTEREST-MMA	633.32	7,947.41	1,000.00	6,947.41-
19-00-4200	PERMIT DEPOSITS	1,000.00	9,000.00	10,000.00	1,000.00
19-00-4205	DEVELOPER CONTRIBUTIONS	.00	.00	80,000.00	80,000.00
19-00-4405	INFRASTRUCTURE FEE	1,500.00	15,161.00	15,000.00	161.00-
19-90-4010	TRANSFER FROM GENERAL	.00	125,000.00	125,000.00	.00
	TOTAL REVENUE	12,277.29	250,890.36	291,000.00	40,109.64
19-00-5000	SALARIES - REGULAR	8,215.68	81,718.86	151,000.00	69,281.14
19-00-5001	SALARIES - PART TIME	.00	.00	.00	.00
19-00-5002	SALARIES - OVERTIME	.00	.00	.00	.00
19-00-5009	SS/MED - CITY SHARE	626.56	6,216.63	11,000.00	4,783.37
19-00-5015	HEALTH INSURANCE	300.00	16,909.45	21,500.00	4,590.55
19-00-5030	RETIREMENT	451.86	4,494.50	7,500.00	3,005.50
19-00-5035	CLOTHING	.00	.00	500.00	500.00
19-00-5040	CO TREASURER & OTHER FEES	.00	.00	.00	.00
19-00-5050	LEGAL SERVICES	.00	.00	.00	.00
19-00-5060	OTHER PROF & TECH SERVICE	.00	997.75	30,000.00	29,002.25
19-00-5073	GAS & OIL	57.81	232.38	1,000.00	767.62
19-00-5090	TELEPHONE	29.23	263.13	1,500.00	1,236.87
19-00-5095	ADVERTISING AND PRINTING	35.94	290.39	1,000.00	709.61
19-00-5100	SUPPLIES	.00	232.03	1,000.00	767.97
19-00-5110	FURNITURE & EQUIPMENT	.00	.00	.00	.00
19-00-5120	SCHOOL, DUES & SEMINARS	.00	935.00	3,000.00	2,065.00
19-00-5135	INSURANCE	.00	702.75	1,000.00	297.25
19-00-5140	TRAVEL & MILEAGE	.00	325.86	1,000.00	674.14
19-00-5145	REPAIR & MAINT SERVICES	.00	.00	.00	.00
19-00-5146	EQUIPMENT MAINT	.00	.00	.00	.00
19-00-5147	VEHICLE MAINT	.00	52.96	500.00	447.04
19-00-5150	OTHER MISC.OBJECTS	.00	.00	.00	.00
19-00-5151	OTHER-STREET TREES	9,554.00	9,989.00	25,000.00	15,011.00
19-00-5201	DEPOSITS REFUNDED	3,313.26	5,938.26	35,000.00	29,061.74
19-00-5205	CONSULTANTS	30,967.15	91,994.80	80,000.00	11,994.80-
	TOTAL EXPENSES	53,551.49	221,293.75	371,500.00	150,206.25
	BUILDING & ZONING TOTAL	41,274.20-	29,596.61	80,500.00-	110,096.61-

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-4050	SALES TAX	693.54	5,028.28	15,000.00	9,971.72
20-00-4071	CITY FINES	.00	.00	.00	.00
20-00-4090	OTHER LOCAL REV RECEIPTS	.00	1,546.88	.00	1,546.88-
20-00-4095	LABOR & MATERIALS SOLD - WATER	.00	3,553.62	20,000.00	16,446.38
20-00-4105	GRANTS	.00	9,180.00	.00	9,180.00-
20-00-4110	INSURANCE ADJUSTMENTS	.00	60,876.07	.00	60,876.07-
20-00-4130	SALE OF BONDS - WATER	.00	.00	2,400,000.00	2,400,000.00
20-00-4131	GO WATER BOND 2025 PROC	.00	1,120,000.00	.00	1,120,000.00-
20-00-4161	INTEREST-MMA	6,048.06	48,962.26	13,000.00	35,962.26-
20-00-4165	INTEREST/WATER	.00	.00	.00	.00
20-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
20-00-4200	INSURANCE PROCEEDS	.00	.00	.00	.00
20-00-4220	SCRAP SALES	.00	.00	.00	.00
20-00-4300	UTILITY SERVICE CHARGE-WATER	93,191.58	693,155.34	675,000.00	18,155.34-
20-00-4305	SALE OF WATER	68.32	962.53	.00	962.53-
20-00-4400	DEPOSITS RECEIVED	.00	.00	.00	.00
20-00-4405	INFRASTRUCTURE FEE	90.00	909.66	1,000.00	90.34
20-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
20-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
20-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
20-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
20-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
20-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
20-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
20-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	100,091.50	1,944,174.64	3,124,000.00	1,179,825.36
20-00-5000	REGULAR SALARIES	15,303.78	154,688.23	205,000.00	50,311.77
20-00-5002	OVERTIME SALARIES	294.17	3,711.66	6,500.00	2,788.34
20-00-5006	SUB OR TEMP SALARIES	.00	92.82	.00	92.82-
20-00-5009	SOCIAL SECURITY	1,190.05	12,052.29	14,500.00	2,447.71
20-00-5015	HEALTH INSURANCE	475.00	22,477.33	77,500.00	55,022.67
20-00-5019	WORKER'S COMP INSURANCE	.00	2,653.09	3,500.00	846.91
20-00-5030	RETIREMENT	623.65	6,546.95	10,500.00	3,953.05
20-00-5035	CLOTHING	.00	242.98	500.00	257.02
20-00-5050	LABORATORY SERVICES	.00	.00	.00	.00
20-00-5055	CONTRACTED OR SECURED SERVICES	.00	4,226.50	3,000.00	1,226.50-
20-00-5056	GRANT EXPENDITURES	.00	.00	.00	.00
20-00-5060	OTHER PROF. & TECH SERVICE	.00	2,305.83	2,000.00	305.83-
20-00-5061	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5065	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5070	ELECTRICITY	2,715.16	26,653.01	40,000.00	13,346.99
20-00-5073	GAS AND OIL	130.91	1,245.05	3,000.00	1,754.95
20-00-5080	RENTALS OR LEASES	.00	417.05	1,000.00	582.95
20-00-5085	POSTAGE	152.90	2,021.53	3,500.00	1,478.47
20-00-5090	TELEPHONE	58.46	526.92	2,000.00	1,473.08
20-00-5095	ADVERTISING AND PRINTING	698.50	1,756.14	2,000.00	243.86
20-00-5100	SUPPLIES	4,405.29	28,822.18	40,000.00	11,177.82
20-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
20-00-5110	FURNITURE AND EQUIPMENT	.00	59,355.95	35,000.00	24,355.95-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-5120	SCHOOL, DUES AND SEMINARS	.00	165.00	3,000.00	2,835.00
20-00-5125	SALES TAX-WATER	554.61	4,902.34	10,000.00	5,097.66
20-00-5135	PROPERTY INSURANCE	.00	18,496.75	17,500.00	996.75-
20-00-5140	TRAVEL OR MILEAGE	.00	113.28	1,000.00	886.72
20-00-5141	SERVICE FEES	200.00	17,254.00	400.00	16,854.00-
20-00-5144	REPAIR & MAIN. - BLDG	.00	11,914.62	11,000.00	914.62-
20-00-5145	REPAIR & MAINT. SERVICES	3,306.79	12,250.73	35,000.00	22,749.27
20-00-5146	EQUIPMENT MAINTENANCE	2,897.14	11,627.20	7,000.00	4,627.20-
20-00-5147	VEHICLE MAINTENANCE	.00	1,350.06	1,000.00	350.06-
20-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
20-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	283,892.20	658,030.99	2,700,000.00	2,041,969.01
20-00-5180	2021 NDEE PRINCIPAL PAYMENT	.00	.00	.00	.00
20-00-5181	NDEE INTEREST PAYMENT	.00	.00	.00	.00
20-00-5182	2021 GO WATER PRINCIPAL	.00	115,000.00	115,000.00	.00
20-00-5183	2021 GO WATER INTEREST	7,626.25	15,597.50	15,598.00	.50
20-00-5201	REFUNDS	.00	.00	.00	.00
20-00-5210	METER AND READOUT PURCHASE	.00	40,827.80	60,000.00	19,172.20
20-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
20-00-5235	LABORATORY SERVICES	301.00	2,625.00	5,000.00	2,375.00
20-00-5304	BOND NOTES	.00	.00	.00	.00
20-00-5305	INTEREST EXPENSE	.00	.00	.00	.00
20-00-5382	2021 GO WTR REF PRINCIPAL	.00	.00	.00	.00
20-00-5383	2021 GO WTR REF INTEREST	.00	.00	.00	.00
20-00-5384	2025 GO WATER PRINCIPAL	.00	.00	.00	.00
20-00-5385	2025 GO WATER INTEREST	15,402.01	15,402.01	.00	15,402.01-
20-00-5400	DEPOSITS REFUNDED	.00	.00	.00	.00
20-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
20-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
20-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
20-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
20-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
20-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
20-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
20-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	340,227.87	1,255,352.79	3,430,998.00	2,175,645.21
	WATER TOTAL	240,136.37-	688,821.85	306,998.00-	995,819.85-

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-4050	SALES TAX	9,024.80	78,645.17	82,000.00	3,354.83
21-00-4090	OTHER LOCAL REV RECEIPTS	.00	6.00	.00	6.00-
21-00-4095	LABOR & MATERIALS SOLD - SEWER	.00	.00	.00	.00
21-00-4105	GRANTS	.00	.00	.00	.00
21-00-4110	INSURANCE ADJUSTMENTS	.00	51,290.35	.00	51,290.35-
21-00-4130	SALE OF BONDS - SEWER	.00	.00	.00	.00
21-00-4161	INTEREST-MMA	8,943.34	77,388.58	20,000.00	57,388.58-
21-00-4163	INTEREST-CD'S HORIZON	6,721.67	64,207.10	18,000.00	46,207.10-
21-00-4164	INTEREST-CD'S FSB	.00	13,143.93	3,000.00	10,143.93-
21-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
21-00-4180	INTEREST INCOME	.00	.00	.00	.00
21-00-4220	SCRAP SALES	.00	.00	.00	.00
21-00-4300	UTILITY SERVICE CHARGE-SEWER	129,374.09	1,141,382.47	1,200,000.00	58,617.53
21-00-4405	INFRASTRUCTURE FEE	120.00	1,212.88	.00	1,212.88-
21-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
21-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
21-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
21-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
21-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
21-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
21-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
21-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
21-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	154,183.90	1,427,276.48	1,323,000.00	104,276.48-
21-00-5000	REGULAR SALARIES	12,055.20	114,900.39	181,000.00	66,099.61
21-00-5002	OVERTIME SALARIES	204.31	3,599.62	6,000.00	2,400.38
21-00-5006	SUB OR TEMP SALARIES	.00	114.90	2,500.00	2,385.10
21-00-5009	SOCIAL SECURITY	929.63	8,963.22	13,000.00	4,036.78
21-00-5015	HEALTH INSURANCE	450.00	21,437.71	63,000.00	41,562.29
21-00-5019	WORKER'S COMP INSURANCE	.00	1,066.63	1,500.00	433.37
21-00-5030	RETIREMENT	631.01	5,861.10	9,000.00	3,138.90
21-00-5035	CLOTHING	.00	119.99	250.00	130.01
21-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
21-00-5050	LABORATORY SERVICES	874.36	4,684.96	6,000.00	1,315.04
21-00-5060	OTHER PROF. & TECH SERVICE	.00	2,305.83	2,000.00	305.83-
21-00-5065	NATURAL GAS	573.81	3,117.27	4,000.00	882.73
21-00-5070	ELECTRICITY	8,006.94	72,661.97	80,000.00	7,338.03
21-00-5073	GAS AND OIL	202.66	1,063.28	6,000.00	4,936.72
21-00-5075	GARBAGE SERVICE	.00	1,342.30	2,000.00	657.70
21-00-5080	RENTALS OR LEASES	.00	952.52	1,000.00	47.48
21-00-5085	POSTAGE	152.91	1,550.30	3,500.00	1,949.70
21-00-5090	TELEPHONE	166.40	2,146.03	3,000.00	853.97
21-00-5095	ADVERTISING AND PRINTING	.00	.00	500.00	500.00
21-00-5100	SUPPLIES	405.05	10,643.22	28,000.00	17,356.78
21-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
21-00-5110	FURNITURE AND EQUIPMENT	.00	341,963.75	306,500.00	35,463.75-
21-00-5120	SCHOOL, DUES AND SEMINARS	.00	450.00	1,500.00	1,050.00
21-00-5125	SALES TAX-SEWER	8,915.36	77,256.90	101,000.00	23,743.10
21-00-5135	PROPERTY INSURANCE	.00	18,605.48	18,500.00	105.48-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-5140	TRAVEL OR MILEAGE	.00	974.01	500.00	474.01-
21-00-5141	SERVICE FEES	400.00	814.00	800.00	14.00-
21-00-5145	REPAIR & MAINT. SEWER	76.80	1,946.41	5,000.00	3,053.59
21-00-5146	EQUIPMENT MAINTENANCE	3,665.01	26,055.14	38,000.00	11,944.86
21-00-5147	VEHICLE MAINTENANCE	.00	40.25	500.00	459.75
21-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
21-00-5151	ADJUSTMENTS	.00	.00	.00	.00
21-00-5152	REPAIR & MAIN - WWTP	.00	4,634.81	10,000.00	5,365.19
21-00-5175	CAPITOL IMPROVEMENTS-SEWER	86,679.50	86,679.50	2,000,000.00	1,913,320.50
21-00-5180	AMORTIZATION EXPENSE	.00	.00	.00	.00
21-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
21-00-5300	DISPOSITION OF EQUIPMENT	.00	.00	.00	.00
21-00-5301	BOND REFINANCE EXPENSES	.00	.00	.00	.00
21-00-5306	PRINCIPAL-2016 COM. UT.REV.REF	.00	.00	.00	.00
21-00-5307	INTEREST-2016 COM.UT.REV.REF.	.00	.00	.00	.00
21-00-5326	2021 CURRB PRINCIPAL	.00	305,000.00	305,000.00	.00
21-00-5327	2021 CURRB INTEREST	9,042.50	19,076.25	19,076.00	.25-
21-00-5333	2020 CURR PRINCIPAL	210,000.00	210,000.00	210,000.00	.00
21-00-5334	2020 CURR INTEREST	9,566.25	19,132.50	19,133.00	.50
21-00-5337	PRIN: HOLD 2018 C.U.R. BOND	.00	.00	.00	.00
21-00-5338	INT: 2018 C.U.R. BAN	.00	.00	.00	.00
21-90-5011	TRANSFER TO GENERAL	.00	.00	.00	.00
21-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
21-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
21-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
21-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
21-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
21-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
21-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
21-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	352,997.70	1,369,160.24	3,447,759.00	2,078,598.76
	SEWER TOTAL	198,813.80-	58,116.24	2,124,759.00-	2,182,875.24-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
22-00-4105	GRANTS	.00	.00	.00	.00
22-00-4130	CDBG GRANT PROCEEDS	8,654.15	53,321.61	240,000.00	186,678.39
22-00-4180	INTEREST INCOME	.00	.00	.00	.00
22-00-4310	TIF REVENUE	.00	.00	.00	.00
	TOTAL REVENUE	8,654.15	53,321.61	240,000.00	186,678.39
22-00-5050	LEGAL SERVICES	.00	.00	.00	.00
22-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
22-00-5101	DRAW DOWNS	8,654.15	53,321.61	240,000.00	186,678.39
22-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
22-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
	TOTAL EXPENSES	8,654.15	53,321.61	240,000.00	186,678.39
	CDBG FUND TOTAL	.00	.00	.00	.00

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-00-4000	COUNTY PROPERTY TAX	4,843.21	408,196.27	774,257.00	366,060.73
23-00-4005	COUNTY MOTOR VEHICLE FEE	.00	.00	.00	.00
23-00-4010	COUNTY MOTOR VEHICLE PRO RATE	.00	1,456.42	1,000.00	456.42-
23-00-4015	PROPERTY TAX CREDIT	28.92	49,877.93	.00	49,877.93-
23-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
23-00-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-00-4030	CO. CARLINE	.00	61.14	.00	61.14-
23-00-4037	COUNTY SPECIAL ASSESSMENTS	20,979.71	30,533.36	31,500.00	966.64
23-00-4040	COUNTY IN LIEU OF TAX	.00	4,075.48	3,000.00	1,075.48-
23-00-4055	COUNTY HOMESTEAD EXEMPTION	4,348.46	17,393.84	.00	17,393.84-
23-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
23-00-4130	COUNTY BOND PROCEEDS	.00	.00	.00	.00
23-00-4162	INTEREST-NE CLASS	.00	9,535.96	.00	9,535.96-
23-00-4165	INT EARNED ON CO. BOND	.00	.00	.00	.00
23-00-4166	INT EARNED ON CO. DEBT FUND	.00	.00	.00	.00
23-00-4167	INTEREST FSB	61.16	587.13	.00	587.13-
23-00-4168	DIVIDENDS-NPAIT	969.44	969.44	.00	969.44-
23-00-4170	INT EARNED ON BOND NOTE	.00	.00	.00	.00
23-00-4415	AG LAND TAX CREDIT	.00	42.12	.00	42.12-
23-90-4010	TRANSER FROM GENERAL	.00	.00	.00	.00
23-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
23-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
23-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
23-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
23-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
23-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
23-90-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
23-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
23-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
23-90-4035	TRANSFER FROM TIF ADMIN W/H	.00	.00	.00	.00
	TOTAL REVENUE	31,230.90	522,729.09	809,757.00	287,027.91
23-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
23-00-5141	SERVICE FEES	600.00	1,804.00	2,400.00	596.00
23-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
23-00-5316	2007 IMPROVEMENTS	.00	.00	.00	.00
23-00-5325	PRINCIPAL-2016 GO REFG BONDS	.00	.00	.00	.00
23-00-5326	INTEREST-2016 REFG BONDS	.00	.00	.00	.00
23-00-5337	2016 GOVP BOND PRINCIPAL	.00	.00	35,000.00	35,000.00
23-00-5338	2016 GOVP INTEREST	.00	665.00	1,330.00	665.00
23-00-5339	2020 HAFP BOND PRINCIPAL	.00	70,000.00	70,000.00	.00
23-00-5340	2020 HAFP BOND INTEREST	1,147.50	2,540.00	2,785.00	245.00
23-00-5345	CAPITAL OUTLAY-LAWSON PARK	.00	.00	.00	.00
23-00-5347	23-00-5348 PRINCIPAL	.00	135,000.00	135,000.00	.00
23-00-5348	2019 GOVP INTEREST	.00	38,382.50	38,383.00	.50
23-00-5349	2020 GOVP PRINCIPAL	155,000.00	155,000.00	155,000.00	.00
23-00-5350	2020 GOVP BOND INTEREST	11,975.00	23,950.00	23,950.00	.00
23-00-5353	NEW BOND - REFINANCING	.00	.00	.00	.00
23-00-5380	2021 GO SWR PRINCIPAL	220,000.00	220,000.00	220,000.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-00-5381	2021 GO SWR INTEREST	5,728.75	11,457.50	11,458.00	.50
23-00-5400	2016 HWY ALLOC PRINCIPAL	.00	80,000.00	80,000.00	.00
23-00-5440	2016 HWY ALLOC INTEREST	.00	660.00	660.00	.00
23-00-5450	2016 BAN	.00	.00	.00	.00
23-00-5455	INTEREST - 2016 BAN	.00	.00	.00	.00
23-00-5460	2016B BAN INTEREST	.00	.00	.00	.00
23-00-5470	PRIN 2016 BAN	.00	.00	.00	.00
23-00-5480	2016 VARIOUS PURPOSE	.00	.00	.00	.00
23-00-5490	INTEREST - 2018 BAN	.00	.00	.00	.00
23-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
23-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
23-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
23-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
23-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
23-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
23-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
23-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
23-90-5035	TRANSFER TO TIF ADMIN FUNDS	.00	.00	.00	.00
	TOTAL EXPENSES	394,451.25	739,459.00	775,966.00	36,507.00
	DEBT SERVICE TOTAL	363,220.35-	216,729.91-	33,791.00	250,520.91

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
24-00-4180	INTEREST INCOME	25.37	144.29	.00	144.29-
24-00-4310	TIF REVENUES	.00	149,281.24	150,000.00	718.76
	TOTAL REVENUE	----- 25.37	----- 149,425.53	----- 150,000.00	----- 574.47
24-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
24-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
24-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
24-00-5215	TIF NOTE PAYMENTS	149,361.12	251,716.42	150,000.00	101,716.42-
24-90-5025	TRANSFER TO TIF B	.00	.00	.00	.00
24-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
24-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
	TOTAL EXPENSES	----- 149,361.12	----- 251,716.42	----- 150,000.00	----- 101,716.42-
	TIF H: TSC DISTR CENTER TOTAL	=====	=====	=====	=====
		149,335.75-	102,290.89-	.00	102,290.89
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
25-00-4180	INTEREST INCOME	13.08	64.06	.00	64.06-
25-00-4310	TIF REVENUES	.00	32,726.20	35,000.00	2,273.80
25-90-4024	TRANSFER FROM TIF A	.00	.00	.00	.00
	TOTAL REVENUE	----- 13.08	----- 32,790.26	----- 35,000.00	----- 2,209.74
25-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
25-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
25-00-5215	TIF NOTE PAYMENTS	32,758.88	49,344.63	35,000.00	14,344.63-
25-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
	TOTAL EXPENSES	----- 32,758.88	----- 49,344.63	----- 35,000.00	----- 14,344.63-
	TIF I: TSC RETAIL STORE TOTAL	=====	=====	=====	=====
		32,745.80-	16,554.37-	.00	16,554.37
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

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

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

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

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
28-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
28-00-4105	GRANTS	.00	.00	.00	.00
28-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
28-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
28-00-4161	INTEREST-MMA	37.14	692.20	.00	692.20-
28-00-4162	INTEREST-NE CLASS	.00	359.31	.00	359.31-
28-00-4164	INTEREST-CD'S FSB	.00	2,189.19	1,500.00	689.19-
28-00-4167	INTEREST FSB	.00	.00	.00	.00
28-00-4168	INTEREST-NPAIT	88.21	88.21	.00	88.21-
28-00-4180	INTEREST/CEMETERY FUNDS	4.26	200.81	.00	200.81-
28-00-4185	CEMETERY RECEIPTS	425.00	5,275.00	7,000.00	1,725.00
28-90-4010	TRANSFER FROM GENERAL	.00	41,000.00	41,000.00	.00
28-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
28-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
28-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
28-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
28-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
28-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
28-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
28-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
28-90-4028	TRANSFER IN - CEMETERY	.00	.00	.00	.00
28-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	554.61	49,804.72	49,500.00	304.72-
28-00-5000	REGULAR SALARIES	2,393.99	23,961.48	51,000.00	27,038.52
28-00-5002	OVERTIME SALARY	.00	.00	.00	.00
28-00-5006	SUB AND TEMP SALARIES	.00	64.28	3,500.00	3,435.72
28-00-5009	SOCIAL SECURITY	181.87	1,801.01	4,000.00	2,198.99
28-00-5015	HEALTH INSURANCE	187.50	10,531.65	26,000.00	15,468.35
28-00-5030	RETIREMENT	131.68	1,308.01	2,500.00	1,191.99
28-00-5050	LEGAL SERVICES	.00	.00	.00	.00
28-00-5070	ELECTRICTY	39.20	341.10	500.00	158.90
28-00-5073	GAS AND OIL	.00	47.03	1,000.00	952.97
28-00-5080	RENTALS & LEASES	.00	118.41	500.00	381.59
28-00-5100	SUPPLIES	.00	225.19	2,000.00	1,774.81
28-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
28-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
28-00-5135	PROPERTY INSURANCE	.00	774.05	1,000.00	225.95
28-00-5141	SERVICE FEES	.00	22.00	.00	22.00-
28-00-5145	REPAIR AND MAINTENANCE	.00	180.00	3,000.00	2,820.00
28-00-5146	EQUIPMENT MAINTENANCE	417.89	417.89	500.00	82.11
28-00-5150	OTHER MISC OBJECTS	.00	.00	.00	.00
28-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	.00	.00
28-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
28-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
28-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
28-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
28-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
28-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
28-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
28-90-5028	TRANSFER OUT - CEMETERY	.00	.00	.00	.00
28-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	3,352.13	39,792.10	95,500.00	55,707.90
	CEMETERY TOTAL	2,797.52-	10,012.62	46,000.00-	56,012.62-

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
29-00-4090	OTHER LOCAL REV RECEIPTS	.00	17,392.95	.00	17,392.95-
29-00-4130	Bond Proceeds	.00	.00	.00	.00
29-00-4161	INTEREST	97.34	653.98	.00	653.98-
29-00-4162	INTEREST-NE CLASS	.00	12,061.14	5,000.00	7,061.14-
29-00-4165	INTEREST CD PINNACLE	.00	.00	.00	.00
29-00-4166	INTEREST	109.61	558.61	.00	558.61-
29-00-4167	INTEREST FSB	104.80	1,128.68	500.00	628.68-
29-00-4168	DIVIDENDS-NPAIT	1,458.49	1,458.49	.00	1,458.49-
29-00-4193	KENO OPERATING RECEIPTS	69,345.32	651,306.63	850,000.00	198,693.37
29-00-4195	KENO - CITY COMMISIONS	12,264.63	132,571.15	185,000.00	52,428.85
29-00-4200	MISC INCOME	.00	.00	5,000.00	5,000.00
29-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
29-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
29-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
29-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
29-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
29-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
29-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
29-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
29-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
29-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
	TOTAL REVENUE	83,380.19	817,131.63	1,045,500.00	228,368.37
29-00-5010	Transfers to General	.00	.00	.00	.00
29-00-5040	CO TREASURER & OTHER FEES	.00	.00	.00	.00
29-00-5050	ATTORNEY FEES	.00	.00	.00	.00
29-00-5060	AUDIT FEES	.00	5,375.00	13,000.00	7,625.00
29-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
29-00-5115	LICENSE FEES	.00	.00	100.00	100.00
29-00-5141	SERVICE FEES	.00	500.00	400.00	100.00-
29-00-5175	CAPITAL OUTLAY	.00	.00	.00	.00
29-00-5195	STATE TAX	.00	42,516.00	70,000.00	27,484.00
29-00-5200	KENO EXPENSES-OPERATING ACCT	81,680.35	680,866.66	910,000.00	229,133.34
29-00-5205	PRIZE FUND	.00	.00	75,000.00	75,000.00
29-00-5333	2020 COP PRINCIPAL PAYMNT	.00	.00	95,000.00	95,000.00
29-00-5334	2020 COP INTEREST PAYMNT	.00	3,318.75	6,638.00	3,319.25
29-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
29-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
29-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
29-90-5014	TRANSFER TO PARK	.00	260,000.00	260,000.00	.00
29-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
29-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
29-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
29-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
29-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
29-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
29-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
	TOTAL EXPENSES	81,680.35	992,576.41	1,430,138.00	437,561.59
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	LOTTERY TOTAL	1,699.84 =====	175,444.78- =====	384,638.00- =====	209,193.22- =====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
30-00-4130	TIF NOTE PROCEEDS	.00	.00	.00	.00
30-00-4180	INTEREST INCOME	.00	.00	.00	.00
30-00-4310	TIF REVENUE	.00	.00	.00	.00
30-90-4035	TRANSFER FROM TIF ADMIN	.00	.00	.00	.00
	TOTAL REVENUE	----- .00	----- .00	----- .00	----- .00
30-00-5040	COUNTY TREASURER & OTHER FEES	.00	.00	.00	.00
30-00-5050	LEGAL SERVICES	.00	.00	.00	.00
30-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
30-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
30-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
30-90-5010	TRANSFER TO GENERAL FUND	.00	.00	.00	.00
30-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
30-90-5035	TRANSFER TO TIF ADMIN	.00	4.02	.00	4.02-
	TOTAL EXPENSES	----- .00	----- 4.02	----- .00	----- 4.02-
	TIF E: WATTS ELECTRIC TOTAL	===== .00 =====	===== 4.02- =====	===== .00 =====	===== 4.02 =====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

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

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
32-00-4130	TIF F NOTE PROCEEDS	.00	.00	.00	.00
32-00-4180	INTEREST INCOME	.00	.02	.00	.02-
32-00-4310	TIF F REVENUE	.00	.00	.00	.00
32-90-5035	TRANSFER TO TIF ADMIN	.00	5.94-	.00	5.94
	TOTAL REVENUE	----- .00	----- 5.92-	----- .00	----- 5.92
32-00-5012	TRANSFER TO STREETS	.00	.00	.00	.00
32-00-5050	LEGAL SERVICES	.00	.00	.00	.00
32-00-5100	TIF F NOTE DISBURSEMENT	.00	.00	.00	.00
32-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
32-00-5215	TIF F NOTE PAYMENTS	.00	.00	.00	.00
	TOTAL EXPENSES	----- .00	----- .00	----- .00	----- .00
	TIF F: KAMTERTER TOTAL	=====	=====	=====	=====
		.00	5.92-	.00	5.92
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
33-00-4130	TIF G NOTE PROCEEDS	.00	.00	.00	.00
33-00-4162	INTEREST-NE CLASS	.00	34,449.86	15,000.00	19,449.86-
33-00-4168	DIVIDENDS-NPAIT	4,731.75	4,731.75	.00	4,731.75-
33-00-4180	INTEREST INCOME- TIF G	4.00	300.70	.00	300.70-
33-00-4310	TIF G REVENUE	5,845.06	216,593.80	185,000.00	31,593.80-
33-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
33-90-4024	TRANSFER FROM TIF H	.00	.00	.00	.00
33-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
	TOTAL REVENUE	10,580.81	256,076.11	200,000.00	56,076.11-
33-00-5050	LEGAL SERVICES-TIF G	.00	.00	.00	.00
33-00-5100	TIF G NOTE DISBURSEMENT	.00	.00	.00	.00
33-00-5102	OPERATION SUPPLIES- TIF G	.00	.00	.00	.00
33-00-5141	SERVICE FEES	.00	55.00	.00	55.00-
33-00-5175	CAPITAL IMPROVEMENTS	.00	.00	330,000.00	330,000.00
33-00-5215	TIF G NOTE PAYMENTS	5,500.00	11,000.00	11,000.00	.00
33-00-5343	PRINCIPAL-TIF G	.00	.00	.00	.00
33-00-5344	INTEREST-TIF G	.00	.00	.00	.00
33-90-5023	TRANSFER OUT	.00	.00	.00	.00
33-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
	TOTAL EXPENSES	5,500.00	11,055.00	341,000.00	329,945.00
	TIF G; BUCKET B AREA TOTAL	5,080.81	245,021.11	141,000.00-	386,021.11-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
34-00-4130	TIF J NOTE PROCEEDS	.00	.00	.00	.00
34-00-4180	INTEREST INCOME - TIF J	.16	.47	.00	.47-
34-00-4310	TIF J REVENUE	.00	11,204.66	12,000.00	795.34
	TOTAL REVENUE	----- .16	----- 11,205.13	----- 12,000.00	----- 794.87
34-00-5050	LEGAL SERVICES - TIF J	.00	.00	.00	.00
34-00-5100	TIF J - NOTE DISBURSEMENT	.00	.00	.00	.00
34-00-5102	OPERATIONAL SUPPLIES - TIF J	.00	.00	.00	.00
34-00-5215	TIF J NOTE PAYMENTS	7,088.44	11,205.10	12,000.00	794.90
34-00-5343	PRINCIPAL - TIF J	.00	.00	.00	.00
34-00-5344	INTEREST - TIF J	.00	.00	.00	.00
34-90-5023	TRANSFER OUT	.00	.00	.00	.00
	TOTAL EXPENSES	----- 7,088.44	----- 11,205.10	----- 12,000.00	----- 794.90
	TIF J: VACEK ENTERPRISES TOTA	=====	=====	=====	=====
		7,088.28-	.03	.00	.03-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
35-00-4162	INTEREST-NE CLASS	.00	4,167.41	.00	4,167.41-
35-00-4168	DIVIDENDS-NPAIT	463.77	463.77	.00	463.77-
35-00-4180	INTEREST INCOME ADMIN W/H	.03	.88	.00	.88-
35-00-4310	ADMIN W/H REVENUE	.00	.00	.00	.00
35-00-4400	TRANSFERS IN	.00	.00	.00	.00
35-14-4168	INTEREST-NPAIT	.00	.00	.00	.00
35-90-4023	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4026	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4027	TRANSFER FROM TIF D	.00	.00	.00	.00
35-90-4030	TRANSFER FROM TIF E	.00	4.02	.00	4.02-
35-90-4032	TRANSFR FROM TIF F	.00	5.94	.00	5.94-
	TOTAL REVENUE	463.80	4,642.02	.00	4,642.02-
35-00-5050	LEGAL SERVICES-ADMIN W/H FUNDS	984.00	8,804.00	2,000.00	6,804.00-
35-00-5060	OTHER PROF & TECH SERVICE	.00	15,000.00	.00	15,000.00-
35-00-5141	SERVICE FEES	15.00	126.00	.00	126.00-
35-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
35-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
35-90-5026	TRANS TO TIF C MBA POULTRY	.00	.00	.00	.00
35-90-5027	TRANSFER TO TIF D MBA POULTRY	.00	.00	.00	.00
35-90-5030	TRANSFER TO TIF E WATTS ELEC	.00	.00	.00	.00
	TOTAL EXPENSES	999.00	23,930.00	2,000.00	21,930.00-
	TIF ADMIN W/H FUNDS TOTAL	535.20-	19,287.98-	2,000.00-	17,287.98

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
36-00-4180	INTEREST EARNED	.93	5.31	.00	5.31-
36-00-4310	TIF REVENUE	6,053.34	31,842.91	38,000.00	6,157.09
	TOTAL REVENUE	6,054.27	31,848.22	38,000.00	6,151.78
36-00-5215	TIF K Note Payments	21,722.45	43,444.90	38,000.00	5,444.90-
	TOTAL EXPENSES	21,722.45	43,444.90	38,000.00	5,444.90-
	TIF K: WOODSTOCK LLC TOTAL	15,668.18-	11,596.68-	.00	11,596.68

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
37-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
37-00-4130	BOND PROCEEDS	.00	.00	.00	.00
37-00-4180	INTERST INCOME	.09	1.34	.00	1.34-
37-00-4310	TIF REVENUES	.00	13,445.48	12,000.00	1,445.48-
	TOTAL REVENUE	-----	-----	-----	-----
		.09	13,446.82	12,000.00	1,446.82-
37-00-5100	NOTE DISBURSEMENTS	.00	.00	.00	.00
37-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
37-00-5215	TIF NOTE PAYABLE	.00	20,559.22	12,000.00	8,559.22-
37-00-5343	PRINCIPAL	.00	.00	.00	.00
37-00-5344	INTEREST	.00	.00	.00	.00
	TOTAL EXPENSES	-----	-----	-----	-----
		.00	20,559.22	12,000.00	8,559.22-
	TIF L NW ELECTRIC TOTAL	=====	=====	=====	=====
		.09	7,112.40-	.00	7,112.40
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
38-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
38-00-4166	INTEREST	1.91	15.55	.00	15.55-
38-00-4195	LOTTERY RECEIPTS	.00	8,602.17	.00	8,602.17-
	TOTAL REVENUE	1.91	8,617.72	.00	8,617.72-
38-00-5115	LICENSE FEE	.00	.00	.00	.00
38-00-5141	SERVICE FEES	.00	.00	.00	.00
38-00-5149	REFUNDS	.00	.00	.00	.00
38-00-5195	STATE TAX	.00	.00	.00	.00
38-00-5240	RAFFLE PRIZES	.00	2,421.99	.00	2,421.99-
38-90-5017	TRANSFER TO FIRE DONATION	.00	500.00	.00	500.00-
	TOTAL EXPENSES	.00	2,921.99	.00	2,921.99-
	FIRE/RESCUE LOTTERY/RAFFL TOTA	1.91	5,695.73	.00	5,695.73-

REVENUE & EXPENSE REPORT
CALENDAR 6/2025, FISCAL 9/2025

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
Report Total		933,839.66-	2,323,226.36	4,028,178.00-	6,351,404.36-

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
10-00-1000	CASH IN BANK - GENERAL	7,681.56-	16,506.41
10-00-1007	CASH IN BANK - MMA	71,943.61-	962,541.63
10-00-1010	CASH AT COUNTY TREASURER	.00	15,368.64
11-00-1000	CASH IN BANK - CITY SALES TAX	.00	.00
11-00-1007	CASH IN BANK - MMA	74,126.04	1,758,789.18
11-00-1035	CD #19806 SALES TAX	14,551.58	1,940,473.76
11-00-1036	CD# 19937 SALES TAX	.00	810,762.45
12-00-1000	CASH IN BANK - STREET	37.06	25,792.53
12-00-1007	CASH IN BANK - MMA	103,228.44	1,016,725.30
13-00-1000	CASH IN BANK - POOL	14,143.75-	64,380.96
13-00-1007	CASH IN BANK - MMA	10,260.39-	547,851.97
13-00-1016	CASH IN BANK-NE CLASS	1,085,793.77-	.00
13-00-1030	CASH IN BANK-AQUATIC CENTER	9.36-	369.14
13-00-1046	NPAIT	1,089,571.36	1,089,571.36
14-00-1000	CASH IN BANK - PARK	828.97	26,742.76
14-00-1002	PARK & REC FUND	.00	.00
14-00-1003	PARK & REC SCHOLARSHIP ACCT	.15	905.02
14-00-1007	CASH IN BANK - MMA	33,429.13-	22,318.61
14-00-1016	CASH IN BANK-NE CLASS	332,878.67-	.00
14-00-1046	NPAIT	334,036.78	334,036.78
15-00-1000	CASH IN BANK - ARPA	.00	35.00
15-00-1007	CASH IN BANK - MMA	141.11	44,440.70
16-00-1000	CASH IN BANK - FIRE DEPT.	27,427.79	56,412.65
16-00-1007	CASH IN BANK - MMA	363.92	114,607.72
17-00-1000	CASH IN BANK - BURN PERMIT CC	10.00	20.00
17-00-1007	CASH IN BANK - MMA	.00	.00
17-00-1012	CASH IN BANK-FIRE DONATION	602.58-	4,851.51
17-00-1016	CASH IN BANK - NE CLASS	51,685.31-	.00
17-00-1046	NPAIT	51,865.14	51,865.14
18-00-1000	CASH IN BANK - FIRE EQUIP FUND	.00	.00
18-00-1001	CASH IN BANK-FIREEQUIP HORIZON	8,892.37	58,744.46
18-00-1007	CASH IN BANK - MMA	894.50	281,703.47
18-00-1016	CASH IN BANK - NE CLASS	225,574.45-	.00
18-00-1030	CD# 19609 FIRE EQUIP	.00	.00
18-00-1046	NPAIT	226,359.27	226,359.27
19-00-1000	CASH IN BANK-BUILDING & ZONING	14,597.23	30,777.40
19-00-1007	CASH IN BANK - MMA	57,366.68-	199,449.87
20-00-1000	CASH IN BANK - WATER	4,511.48	29,898.71
20-00-1007	CASH IN BANK - MMA	245,951.94-	1,904,704.28
21-00-1000	CASH IN BANK - SEWER	10,454.68	32,265.30
21-00-1004	2010 BOND RESERVE	.00	.00
21-00-1007	CASH IN BANK - MMA	218,056.66-	2,816,511.31
21-00-1009	2012 BOND RESERVE	.00	.00
21-00-1030	CD# 832 SEWER	.00	30,416.67
21-00-1031	CD #7839 SEWER CD	.00	384,954.99
21-00-1033	CD #19643 SEWER HORIZON	2,564.08	540,517.05
21-00-1034	CD #19805 SEWER HORIZON	4,157.59	554,421.08
21-00-1037	CD #19938	.00	1,081,016.58
22-00-1000	CASH IN BANK- CBDG FUNDS	.00	.00

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
23-00-1000	CASH IN BANK - COUNTY BOND	.00	.00
23-00-1003	CASH IN BANK-COUNTY BOND MM	30,261.46	48,417.68
23-00-1008	COP TRUST RESERVE	.00	.00
23-00-1010	CASH AT COUNTY TREASURER	.00	1,318.28
23-00-1016	CASH IN BANK - NE CLASS	515,627.81-	.00
23-00-1046	NPAIT	122,146.00	122,146.00
24-00-1000	CASH IN BANK - TIF H	.00	.00
24-00-1017	CASH IN BANK-NOTE H TSC DISTR	149,335.75-	47.03
25-00-1000	CASH IN BANK- TIF I	.00	.00
25-00-1018	CASH IN BANK-NOTE I TSC RETAIL	32,745.80-	24.76
26-00-1000	CASH IN BANK - TIF C	.00	.00
26-00-1010	CASH AT COUNTY TREASURER	.00	.00
26-00-1019	CASH IN BANK-NOTE C MBA POUL A	.00	.00
27-00-1000	CASH IN BANK - TIF D	.00	.00
27-00-1010	CASH AT COUNTY TREASURER	.00	.00
27-00-1020	CASH IN BANK-NOTE D MBA POUL B	.00	.00
28-00-1000	CASH IN BANK - CEMETERY	1,908.76	3,706.44
28-00-1007	CASH IN BANK - MMA	5,962.86-	11,695.74
28-00-1011	CASH IN BANK-ROSEHILL MMA	4.26	2,535.44
28-00-1016	CEMETERY PERPETUAL-NE CLASS	25,359.31-	.00
28-00-1031	CD #3133 CEMETERY FSB	.00	71,478.59
28-00-1046	NPAIT	25,447.52	25,447.52
29-00-1000	CASH IN BANK - KENO	.00	.00
29-00-1005	CASH IN BANK-LOTTERY PRIZE MMA	24,895.20-	55,165.15
29-00-1006	CERTIFICATE OF DEPOSIT	.00	.00
29-00-1007	CASH IN BANK - MMA	97.34	30,653.98
29-00-1013	CASH IN BANK-KENO OPERAT ACCT	12,670.21	49,174.09
29-00-1014	CASH IN BANK-FIXED KENO ACCT	12,369.00	68,777.00
29-00-1016	CASH IN BANK - NE CLASS	419,213.92-	.00
29-00-1030	CD #0065 KENO PINNACLE	.00	.00
29-00-1046	NPAIT	420,672.41	420,672.41
30-00-1000	CASH IN BANK - TIF E	.00	.00
30-00-1021	CASH IN BANK-NOTE E WATTS ELEC	.00	.00
31-00-1000	CASH IN BANK - PAYROLL	.00	.00
32-00-1000	CASH IN BANK - TIF F	.00	.00
32-00-1022	CASH IN BANK-NOTE F KAMKERTER	.00	.00
33-00-1000	CASH IN BANK - TIF G	.00	.00
33-00-1010	CASH AT COUNTY TREASURER	.00	1,107.29
33-00-1016	CASH IN BANK - NE CLASS	1,360,032.76-	.00
33-00-1023	CASH IN BANK-NOTE G BUCKET B	349.06	47,566.10
33-00-1046	NPAIT	1,364,764.51	1,364,764.51
34-00-1000	CASH IN BANK - TIF J	.00	.00
34-00-1010	CASH AT COUNTY TREASURER-TIF J	.00	.00
34-00-1024	CASH IN BANK-NOTE J VASEK ENT	7,088.28-	.28
35-00-1000	CASH ACCOUNT - ADMIN W/H	.00	.00
35-00-1016	CASH IN BANK - NE CLASS	133,503.18-	.00
35-00-1025	CASH IN BANK-ADMIN W/H FUNDS	501.03	583.25
35-00-1046	NPAIT	132,466.95	132,466.95
36-00-1026	CASH IN BANK-TIF K WOODSTOCK	15,668.18-	2.07

TRIAL BALANCE
CALENDAR 6/2025, FISCAL 9/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
37-00-1028	CASH IN BANK-NOTE L NW ELECTR	.09	2,025.55
38-00-1045	FIRE/RESCUE/LOTTERY/RAFFLE	1.91	11,635.91
		=====	=====
	PROOF	952,530.86-	19,548,521.68
		=====	=====

RESOLUTION NUMBER 25-12

RESOLUTION APPROVING ADDITIONAL VOLUNTEER FIRE/RESCUE DEPARTMENT MEMBER(S)

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

That the following list of additional member(s) of the Volunteer Fire/Rescue Department of the City of Waverly is hereby approved:

AARON MCCLELLAN

All member(s) of the Volunteer Fire/Rescue Department of the City duly approved as provided in this Resolution shall be considered employee(s) of the City of Waverly for the purpose of providing them Worker's Compensation coverage and life insurance.

PASSED AND APPROVED THIS 8TH DAY OF JULY, 2025.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K Frye
City Clerk/Deputy Treasurer

(SEAL)



**Waverly Volunteer Fire/Rescue Department
Membership Application**

Name: Aaron McClellan

Date: 06/16/2025

Are you 18 years of age or older? (Circle one) YES or NO

Occupation: Enterprise Drone Sales Lead

Do you live or work in Waverly? (Circle one) YES or NO

Email: _____

Previous Experience Involving Fire and Rescue

1) Department Name and Location: _____

Date Started: _____

Date Ended: _____

Responsibilities while Serving: _____

Reason (s) for leaving: _____

2) Department Name and Location: _____

Date Started: _____

Date Ended: _____

Responsibilities while Serving: _____

Reason (s) for leaving: _____

(If needed please attach additional department details to your application)

Training

Please list course names, date completed, where taken and who instructor was. Please be able to present certificates if needed.

1. _____

2. _____

3. _____

(If needed please attach additional training details to your application)

Applicant Signature:

Aaron McClellan

Date: 06/16/2025

Fire Chief Signature:

[Signature]

Date: 6-25-2025

Emergency Services Coordinator Signature:

[Signature]

Date: 6/26/25

***** Administrative Use *****

Background Check:

Passed

Failed

Drug Screen:

Passed

Failed

Clerk Signature:

[Signature]

Date: 7/7/25

Billing Address

City of Waverly
 P.O.Box 427
 Waverly, NE 68462
 UNITED STATES

Delivery Address

City of Waverly
 12605 N 148th Street
 Waverly, NE 68462
 UNITED STATES

OFFER: C1001298 / V1
 Your Reference: Waverly, NE (287955)
 Your Reference:

Date printed: 6/27/25
 Our Reference: Mike Suddreth
 Phone: +1-704-990-2410
 Email: mike.suddreth@hhusa.net
 Customer No.: 114178

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	10118522 S-Press Bushing/Seal Kit	4,090.60	4,090.60 0%
20/1	1.00	pcs	10118524 S-Press Brush Kit	1,742.90	1,742.90 0%
30/1	1.00	pcs	10118528 S-Press Spray System Rollers Kit	1,249.28	1,249.28 0%
31/1	1.00	pcs	10000002 Estimated freight and import duties	1,600.00	1,600.00 0%
40/1	1.00	pcs	10000002 Labor - Tech 1 (24/12)	8,017.00	8,017.00 0%
40/2	1.00	pcs	10000002 Labor - Tech 2 (24/12)	7,442.00	7,442.00 0%
				Total net	USD 24,141.78
				Including Sales Tax	USD 0.00
				Total gross	USD 24,141.78

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Additional tariffs, import duties, or other government-imposed charges introduced after a quote or order has been placed are not included in our pricing and will be invoiced separately to the customer. HUBER Technology Inc. will inform customers of relevant changes to the best of our knowledge and economic feasibility.

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

Mike Suddreth
Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2025

Field Service Base Rate \$170.00 per hour

Training

Product Training..... \$170.00 per hour

Travel

Travel (time)..... \$170.00 per hour

Mileage..... \$0.65 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$170.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day..... \$240.00 per hour

Standby rate..... Applicable base rate

Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$340.00 per hour

Expenses

Travel and accommodations..... Actual cost

Per Diem.....Business Rate Plan 1.. \$74.00 per day

High Cost Area Rate 2.. \$86.00 per day

Service Truck Rate \$250.00 per day

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Aftermarket Sales & Service Rates 2025

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2025

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non-transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

2333 N. 33rd Street
 Lincoln, NE 68504
 402.466.1515
 shaffercomm.com

Quote

Date 6/20/2025

Good Thru 7/20/2025

Quote # SC25-8705

P.O. No.

Rep JEFF

Requested By:

Jared Rains

Customer

WAVERLY FIRE & RESCUE
 PO BOX 427
 WAVERLY, NE 68462

Contact Info

402-440-9309

Qty	Item	Description	Item Cost	Total
		VP8000 PORTABLES (3) DUAL BAND		
3	VP8000GRF2	VP8000 PORTABLE - M2, HI-VIZ GREEN. CUSTOM CONFIGURED	2,384.00	7,152.00
3	832VP8000-VHF	VHF BAND	572.00	1,716.00
3	832VP8000-7800	7/800 MHz FREQUENCY	572.00	1,716.00
3	250VP8000001	INTRINSICALLY SAFE (csa)	94.40	283.20
3	KRA-47MB	ANTENNA, MULTIBAND TO ACCOMODATE 150 TO 174 MHz	92.80	278.40
3	KNB-LS7M	3800 mAh Li-Ion IS BATTERY	322.40	967.20
3	KMC-70GR	SPEAKER MIC - VP8000 HI VIZ	148.00	444.00
3	8322000002	P25 Conventional	332.00	996.00
3	8322000005	P25 Phase 1 Trunking	116.00	348.00
3	8322000006	P25 PHASE 2 TDMA	380.00	1,140.00
3	8326000027	P25 TWO TONE PAGING ENCODE / DECODE	96.00	288.00
3	8323000004	MULTI KEY AES	448.00	1,344.00
3	KSC-52BK	Rapid rate single unit charge	85.60	256.80
3	PROGRAM - NON-TAX	PROGRAM MULTIBAND RADIO QUOTE DOES NOT INCLUDE: - OVER-THE-AIR PROGRAMMING (OTAP) (\$188 EA) - PROGRAMMING OVER WI-FI (OTIP) (\$188 EA)	100.00	300.00
0	NASPO EFJ	PRICED PER STATE OF NEBRASKA NASPO CONTRACT # 15658 OC	0.00	0.00

Shaffer Rep: _____

Subtotal \$17,229.60

Authorized Signature: _____

Sales Tax (0.0%) \$0.00

Date: _____

Total \$17,229.60

LABOR RATES -
 SHOP RATE = \$120 / HR
 FIELD RATE = \$145 / HR

Thank You! We appreciate your business!

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Waverly, Nebraska, hereinafter referred to as the “Grantor” and Spectrum Mid-America, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenues” means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets now in existence and as may be created or

established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 18.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

d. Grantee shall test the Cable System consistent with FCC regulations.

6. Service.

a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the negligent actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript (to be paid for by Grantee) and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within

thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545

10. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
11. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
12. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information except to the extent such constitutes a public record under state law. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, including but not limited to Neb. Rev. Stat § 84-712.05, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.
13. **Notices, Miscellaneous.**
 - a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. In

accordance with applicable law, Grantee shall provide notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Waverly
Attn: City Administrator
P.O. Box 427
14130 Lancashire Street
Waverly, NE 68462
Email: cityadministrator@citywaverly.com

Grantee: Charter Communications, Inc.
Senior Manager, Government Affairs
5400 S. 16th Street.
Lincoln, NE 68512
Email: Dayton.Murty@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. **Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to

Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

- b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.
 - c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.
16. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.
17. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ___ day of _____, 20__

City of Waverly

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 20__, subject to applicable federal and state law.

Spectrum Mid-America, LLC

By: Charter Communications, Inc., Its Manager

Signature: _____

Name/Title: _____

INTERLOCAL AGREEMENT FOR FIRE STATION
BETWEEN
CITY OF WAVERLY, NEBRASKA
AND
WAVERLY SUBURBAN FIRE DISTRICT

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This INTERLOCAL AGREEMENT (“Agreement”) is entered into effective _____, 2025 (“Effective Date”) by and between the CITY OF WAVERLY, NEBRASKA, a municipal corporation organized under the laws of the State of Nebraska (hereinafter referred to as the “City”), and the WAVERLY SUBURBAN FIRE DISTRICT, a suburban fire protection district organized under the laws of the State of Nebraska (hereinafter referred to as the “SFD”), parties executing this Agreement as further described in Paragraph 1 hereof, all of which are public agencies within the meaning of Neb. Rev. Stat. § 13-803. The City and the SFD may each be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (hereinafter referred to as the “Act”), authorize two (2) or more public agencies to enter into agreements with one another for joint or cooperative action in regard to the exercise or enjoyment jointly of any power or powers, privileges, or authority exercised or capable of exercise by such public agencies and for the creation of a joint entity with the powers delegated to the joint entity by such public agencies, and this Agreement is made and entered into pursuant to these provisions and no separate legal or administrative entity is created under this Agreement;

WHEREAS, the City and the SFD have previously cooperated in providing fire and emergency services to residents of the City and the SFD;

WHEREAS, the Parties have determined that it would be mutually beneficial to jointly construct, own, operate, and maintain a new fire station facility to serve the community more efficiently;

WHEREAS, the Parties previously executed a Letter of Intent outlining their mutual understanding of the key terms regarding the construction, ownership, cost-sharing, and operations of said facility; and

WHEREAS, the Parties desire to clearly define the terms and conditions under which said facility will be constructed, financed, managed, maintained, and operated.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

ARTICLE I: GENERAL PROVISIONS

Section 1.1. Parties. The Parties to this Agreement are public agencies within the meaning of Neb. Rev. Stat. § 13-803. Each Party understands and agrees that it is a public agency within the meaning of Neb. Rev. Stat. § 13-803. Each Party consents to the participation in this Agreement by the other Parties. Each Party agrees and acknowledges that this

Agreement shall become binding upon each Party upon execution of this Agreement by all Parties.

Section 1.2. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below. Terms may be used in the singular or plural form, as context dictates. Unless otherwise indicated, references to Articles, Sections, or Exhibits mean those contained in this Agreement. Additional defined terms may be provided in other sections of this Agreement.

- a) “Act” means the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., together with Article XV, Section 18 of the Constitution of the State of Nebraska.
- b) “Agreement” means this Interlocal Agreement for Fire Station by and between the City and the SFD, including all exhibits, attachments, and amendments.
- c) “Annexation” means any legal or regulatory process initiated by a jurisdiction (e.g., City of Lincoln) that would alter the existing jurisdictional boundaries of the City of Waverly in a manner affecting the Facility or the Parties’ interests in the Facility.
- d) “Appraisal Process” means the method by which Fair Market Value is established for the Facility or any Party’s interest therein, as required by this Agreement.
- e) “Bonds” means any debt instruments jointly issued, issued by a Party, or otherwise utilized by a Party or by the Parties to finance the Project’s construction. This includes, but is not limited to, general obligation bonds, revenue bonds, lease-purchase financing or other lawful borrowing mechanisms.
- f) “Change Order” means a written amendment or modification to the approved Project plans, specifications, construction contracts, or related agreements that materially affects the scope, design, schedule, materials, or cost of the Project.
- g) “City of Lincoln” means the City of Lincoln, Lancaster County, Nebraska, a separate municipal corporation distinct from the City of Waverly. The City of Lincoln is not a Party to this Agreement but is referenced herein in connection with the potential annexation or boundary changes that could trigger certain rights or obligations set forth in this Agreement.
- h) “City” means the City of Waverly, Nebraska, a municipal corporation organized under the laws of the State of Nebraska with its principal offices located at 14130 Lancashire, Waverly, Nebraska 68462.
- i) “Construction Costs” means all expenses incurred in the planning, design, engineering, procurement, permitting, construction, inspection, testing, installation, and completion of the Facility. Construction Costs include, but are not limited to, the cost of land, professional services (architects, engineers, accountants), legal fees as further discussed in Section 2.2(a), materials, labor, contractor fees, subcontractor fees, insurance during construction, utility connections, landscaping, fixtures, furnishings, equipment, and any other items necessary for the Facility’s completion and commissioning.

- j) “Department Administrator” means the City after the construction is complete and the Facility is operating.
- k) “Dispute” means any disagreement, controversy, or claim arising out of or relating to this Agreement, its interpretation, performance, or breach.
- l) “Donation Fund Expense Policy” means the policy that governs the Donation Fund expenditures which is attached hereto as **Exhibit G** and incorporated herein by this reference.
- m) “Donation Fund” means the dedicated account that holds and manages gifts and donations related to fire protection and emergency services operations, including service fees, grants, and other lawful sources of income. The Donation Fund also includes burn permit fees that are spent according to the Donation Fund Expense Policy. Balances in the Donation Fund may be transferred between the Operation Fund and Equipment Fund or otherwise allocated as set forth in this Agreement.
- n) “Emergency Repair” means an urgent, unanticipated repair required to address immediate risks to life, safety, or property or to prevent significant disruption to the Facility’s operations.
- o) “Equipment Fund” means the designated fund established and maintained by the Parties to support the purchase, replacement, repair, or refurbishment of fire apparatus, vehicles, communication systems, protective gear, and other equipment essential for providing fire protection and emergency response services. Funding levels, contribution schedules, and disbursement procedures shall be as agreed by the Parties and in accordance with the Equipment Fund Expense Policy
- p) “Equipment Fund Expense Policy” means the policy that governs the Equipment Fund expenditures which is attached hereto as **Exhibit H** and incorporated herein by this reference.
- q) “Exhibit” refers to any appendix or attachment referenced in this Agreement and incorporated by reference.
- r) “Facility” means the jointly owned fire station, including the real property, land improvements, building(s), fixtures, utilities, parking and access areas, furnishings, and all associated amenities located at parcels #2421118002000 and #2421118003000 (9810 and 9820 N 135th Street, Waverly, Nebraska 68462).
- s) “Fair Market Value (FMV)” means the price that a knowledgeable, willing buyer would pay and a knowledgeable, willing seller would accept for an interest in the Facility, neither under duress or compulsion, and both having reasonable awareness of relevant facts.
- t) “Force Majeure” means events, circumstances, or conditions beyond the reasonable control of a Party that prevent or delay performance of that Party’s obligations under this Agreement, despite the exercise of due diligence. Such events may include natural disasters (floods, earthquakes, tornadoes), acts of war, terrorism, epidemics, strikes

(excluding those caused by the affected Party), significant supply chain disruptions, and governmental or regulatory actions that directly impede performance.

- u) “Indemnified Party” means the Party that is protected under the indemnification terms of this Agreement and may be entitled to defense and reimbursement for claims or liabilities caused by the other Party.
- v) “Indemnifying Party” means the Party obligated to defend, hold harmless, and indemnify the other Party against claims, liabilities, losses, or damages arising from the Indemnifying Party’s negligent or wrongful acts.
- w) “Joint Insurance Policies” has the meaning set forth in Section 5.1.
- x) “Letter of Intent” or “LOI” means the written instrument executed by the Parties on November 22, 2024, setting forth the principal terms, conditions, and mutual understandings that form the basis of the Project and this Agreement, which is attached hereto as **Exhibit A** and incorporated herein by this reference.
- y) “Major Repair” means an individual expense or related set of expenses exceeding ~~§ _____~~ \$10,000 or involving significant structural modifications, replacement of critical systems, or additions to the Facility.
- z) “Minor Repair” means an individual expense or related set of expenses that does not exceed ~~§ _____~~ \$10,000. This includes routine maintenance and repairs necessary for the Facility’s day-to-day functionality.
- aa) “Operation Fund” means the budgeted account dedicated to collecting and allocating funds essential for the operational needs of fire protection and emergency services, including but not limited to volunteer training, operational supplies, utilities, routine maintenance of the Facility, and other day-to-day expenses not covered by the Equipment Fund. Funding for the Operation Fund is equally contributed by the City and the SFD. The total amount allocated to the Operational Fund ~~is~~ shall be determined annually in coordination between during the City and the SFD as part of the City’s fiscal budget planning process.
- bb) “Option to Purchase” means the right of the SFD, under conditions specified in this Agreement, to purchase the City’s fifty percent (50%) interest in the Facility upon the threat, initiation, or pursuit of Annexation of the City of Waverly by the City of Lincoln. The purchase price shall be determined through the Appraisal Process.
- cc) “Parties” means collectively, the City of Waverly and the Waverly Suburban Fire District, including their respective officers, representatives, agents, and authorized successors and assigns.
- dd) “Performance and Payment Bonds” means surety bonds obtained on behalf of the Parties or their contractors to ensure the faithful performance and completion of the Project’s work and the prompt payment of all suppliers, laborers, and subcontractors. The scope and amount of such bonds shall comply with applicable laws and the terms of this Agreement.

- ee) “Project Administrator” means the City, as appointed by the SFD, to oversee the Project’s day-to-day management, administration of construction activities, coordination with contractors and professionals, and ensuring compliance with the approved plans, specifications, and any mutually agreed changes to the Project. The Project Administrator shall serve as the primary point of contact for the SFD on all matters related to the Project. The Project Administrator will provide periodic updates to the SFD on the Project.
- ff) “Project” means the entirety of the endeavor undertaken by the Parties to plan, design, finance, construct, furnish, and equip the Facility, as well as all preparatory, administrative, and support activities necessary to bring the Facility to operational status in accordance with the terms of this Agreement.
- gg) “SFD Representative” means the individual appointed by SFD to attend specified meetings related to the Project, acting as SFD's designated liaison.
- hh) “SFD” means the Waverly Suburban Fire District, a suburban fire protection district organized under the laws of the State of Nebraska with its principal offices located at 14001 Fletcher Avenue, Lincoln, Nebraska 68527 and a Party to this Agreement.
- ii) “Volunteer Firefighters and Emergency Personnel” means individuals who serve the community by providing fire protection and emergency response services on a volunteer basis, operating under the supervision and direction of the City in accordance with applicable laws, regulations, and standards for training and personnel conduct.
- jj) “Work or Work on the Project” means all tasks, actions, services, labor, material procurement, equipment acquisition, and related efforts necessary to plan, design, construct, equip, commission, and place the Facility into service in a manner consistent with the Agreement, approved plans, specifications, applicable laws, and sound professional practices.
- kk) All terms not specifically defined herein shall have their plain and ordinary meanings, except where context clearly indicates otherwise or where specifically defined in another portion of this Agreement.

Section 1.3. Authority. Each Party represents and warrants that it has the legal authority to enter into this Agreement and perform its obligations hereunder, pursuant to the Act and all other applicable laws.

Section 1.4. Duration. This Agreement shall be effective upon execution by both Parties and shall remain in effect until terminated as provided in Article VI.

Section 1.5. Purpose. The purpose of this Agreement is to establish a cooperative framework for the construction, financing, joint ownership, operation, and maintenance of the Facility and to govern the provision of fire protection and emergency rescue services.

Section 1.6. Scope. This Agreement encompasses all activities and obligations related to the design, construction, joint ownership, financing, operation, maintenance, training, staffing, and insurance of the Facility, as well as the provision of fire and emergency services from said Facility.

Section 1.7. Conflict of Interest. Each Party shall comply with all applicable conflict-of-interest laws. No Party shall engage in activities that constitute a conflict of interest under state or local law.

Section 1.8. Public Records and Transparency. All records relating to the Facility and this Agreement shall be maintained in accordance with applicable public records laws. Both Parties agree to operate with transparency and in compliance with Nebraska public records and open meetings laws.

ARTICLE II: CONSTRUCTION OF THE FACILITY

Section 2.1. Project Execution. The Parties shall proceed with the planning, design, and construction of the Facility in a manner that is efficient, cost-effective, and compliant with all applicable laws, codes, and professional standards.

- a) Cooperation. The Parties shall act in good faith and cooperate fully with each other to achieve timely and satisfactory completion of the Project.
- b) Preparation of Plans. The Project Administrator shall coordinate the preparation of preliminary plans, drawings, and specifications by qualified professionals that reflect the Facility's intended functions and meet the agreed-upon budget and operational needs. The agreed-upon budget and operational needs are further described on **Exhibit B** which is referenced hereto and incorporated herein to this Agreement.
- c) Review and Approval. The Parties shall jointly review the final design documents. No final design shall be implemented without each Party's written approval, confirming compliance with applicable legal requirements, performance standards, and cost parameters. The final design and estimated cost of the Project shall be mutually agreed upon by the Parties and inserted into this Agreement under **Exhibit C** and incorporated herein by this reference.
- d) Procurement Compliance. The Project Administrator shall conduct procurement activities in accordance with the Act, other applicable laws, and any applicable City or SFD procurement policies.
- e) Contractor Selection. The City shall select the primary construction contractor(s) with the SFD's advice and consent. The SFD shall provide or withhold its consent in writing within seven (7) calendar days after receiving the City's proposed selection and supporting materials. If no response is provided within that time, consent shall be deemed granted. The SFD shall not unreasonably withhold or delay its consent and shall approve the City's selection if at least one of the bids received qualifies as a responsible bid. Both Parties shall be listed as parties in the contracts with contractors. Award criteria may include cost, qualifications, relevant experience, compliance with bidding requirements, and ability to meet the Project schedule.

- f) Contract Administration. The Project Administrator shall administer all construction contracts, ensuring that contractors fulfill their obligations, meet quality and safety standards, comply with schedules, and maintain required insurance and bonding.

Section 2.2. Budget and Financing.

- a) Cost-Sharing. Construction Costs shall be shared as set forth in this Agreement, taking into account the City's land acquisition credit in the amount of approximately \$ _____, ~~potential~~ any additional credits for soil compaction testing and acquisition of additional soil, and the equal division of remaining costs. Seventy-Five Percent (75%) of the City's legal fees associated with this Agreement and the Project shall be considered part of the Construction Costs and shall be equally split between the Parties. Detailed budgets outlining the allocation of costs between the Parties shall be referenced in **Exhibit D** which is incorporated herein by reference. Each Party shall establish a contingency fund to cover unforeseen expenses or cost overruns related to the Project. The amount to be contributed by each Party shall be as specified in **Exhibit D**.
- b) Bond Proceeds. If Bonds are issued by a Party to finance all or a portion of the Construction Costs, the proceeds of the Bonds shall be used exclusively to pay Construction Costs in accordance with this Agreement, applicable law, and in accordance with the terms of any tax compliance agreement or tax certificate entered into or delivered by a Party in connection with issuing Bonds on a tax-exempt basis., The Project Administrator shall apply any such Bond proceeds to Construction Costs in accordance with this Section 2.2 and in accordance with directions of a Party or a Party's Bond Counsel. Proceeds from the issuance of Bonds which are expended by the Project Administrator for Construction Costs shall be treated for all purposes hereunder as an expenditure for costs of the Project by the Party contributing such Bond proceeds. If, after the Project is completed, a Party or the Project Administrator has funds which represent the proceeds from issuing Bonds and which are not required to be used for Construction Costs, such funds shall be applied to payment of interest and/or principal on such Bonds as directed by the Party issuing the Bonds or such party's Bond Counsel.
- c) Payment Schedule and Reports. The Project Administrator, in coordination with the appointed engineering team, shall establish a clear payment schedule aligned with construction milestones or deliverables, as detailed in **Exhibit E**, which is incorporated herein by this reference. Contractors shall submit monthly pay applications to the engineer, who will review these applications and subsequently forward them to the Project Administrator for approval and processing. Similarly, engineers will submit monthly invoices for progress payments directly to the Project Administrator. Upon approval, the Project Administrator will facilitate the payment process, ensuring that each Party contributes equally, covering 50% of the pay applications and invoices. The Project Administrator shall provide periodic financial reports to enable both Parties to monitor expenditures and remaining funds.

Section 2.3. Regulatory Compliance.

- a) Environmental and Regulatory Requirements. The Parties shall comply with all applicable environmental laws and secure any necessary permits, approvals, and licenses. All costs associated with securing and maintaining compliance with environmental and regulatory requirements shall be included in the Construction Costs.
- b) Permits and Approvals. The Project Administrator shall obtain or cause to be obtained all required permits, inspections, and occupancy approvals. The Parties shall cooperate as needed to facilitate timely issuance of such approvals.

Section 2.4. Change Orders, Delays, and Adjustments.

- a) Change Orders. Any Change Order that materially affects the Facility's design, schedule, or exceeds \$~~_____~~ \$10,000 requires prior written approval by both Parties.
- b) Delays. In the event of delays, the Project Administrator shall promptly notify both Parties. The Parties shall confer in good faith regarding schedule adjustments, cost mitigation, or other remedies.
- c) Cost Adjustments. If approved Change Orders or delays significantly alter the Project's total cost, the Parties shall proportionately adjust their financial contributions in accordance with the cost-sharing principles outlined in this Agreement.

Section 2.5. Joint Ownership and Deed Documentation.

- a) Ownership Interests. Upon completion and acceptance of the Facility, ownership shall vest equally in the Parties. Each Party shall hold an undivided fifty percent (50%) interest in the Facility.
- b) Deed Form. A standard joint ownership deed form, as attached in **Exhibit F** and incorporated herein by this reference, shall be prepared to reflect the equal ownership interests of the Parties. Any modifications to the deed form must be mutually agreed upon in writing by both Parties and attached as an amended exhibit.
- c) Execution. Both Parties shall execute the deed in the presence of a notary public to ensure its validity and enforceability.
- d) Recording. The executed deed shall be recorded with the appropriate county recorder's office within thirty (30) days of execution to establish official joint ownership of the Facility.
- e) Maintenance of Ownership Records. Both Parties agree to maintain accurate and up-to-date records of ownership interests and any future changes thereto. Any amendments or modifications to ownership interests shall be documented in writing and, if necessary, reflected in updated deeds filed with the county recorder's office.

- f) Dispute Resolution. In the event of any disputes regarding ownership interests or deed-related matters, the Parties agree to resolve such disputes in accordance with the Dispute Resolution procedures outlined in Article VII of this Agreement.
- g) Transfer of Ownership Interest. Any transfer, sale, or encumbrance of a Party's ownership interest in the Facility shall require the prior written consent of the other Party, except as otherwise provided in this Agreement or required by law.

Section 2.6. Insurance.

- a) Required Construction Insurance Policies. During the construction of the Facility, the Parties shall jointly obtain and maintain the following insurance policies:
 - 1. Builder's Risk Insurance. A policy to cover physical loss or damage to the Facility during construction, including theft and vandalism. This policy shall remain in effect for the entire construction period.
 - 2. General Liability Insurance. A policy with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage caused by construction activities.
 - 3. Performance and Payment Bond. A performance bond with regard to the contractor constructing the facility to the extent determined by the Project Administrator.
- b) Insurance Procurement. The contractors or subcontractors shall procure and maintain all required construction insurance policies and name the City and the SFD as additional insureds on General Liability and Builder's Risk Insurance. Proof of all required construction insurance, including certificates of insurance, must be provided to the Project Administrator before work commences.
- c) Premium Allocation. All costs associated with the construction insurance policies shall be included in the overall construction budget and shared equally between the City and the SFD unless otherwise agreed upon in writing.
- d) Indemnification by Contractors. All contractors and subcontractors shall indemnify, defend, and hold harmless the City and the SFD for claims, liabilities, and losses arising from their work, except to the extent caused by the negligence or misconduct of the City or the SFD.
- e) Claim Procedures for Construction Insurance. The Party affected by a claim under any construction insurance policy shall promptly notify the other Party and provide all relevant details.

Section 2.7 Option to Purchase.

- a) Preservation of Rights. Nothing in this Article shall limit, amend, or supersede the SFD's Option to Purchase the City's interest in the Facility, as set forth elsewhere in

this Agreement. The Option to Purchase may be exercised if the City of Lincoln initiates the Annexation of the City of Waverly in a manner that affects the Parties' interests in the Facility.

b) Notice of Triggering Event. If the City or the SFD becomes aware of any official action or proceeding that triggers the Option to Purchase, that Party shall promptly notify the other Party in writing. Such notice shall include any available documentation or evidence of the impending Annexation action.

c) Exercise of the Option.

1. Written Exercise. To exercise the Option, the SFD shall deliver written notice to the City, referencing the applicable section of this Agreement, within thirty (30) days after receiving or issuing the notice of the triggering event.
2. Acknowledgment by the City. Upon receipt of the SFD's exercise notice, the City shall acknowledge it in writing within fifteen (15) days. Both Parties shall then proceed with the valuation process, unless otherwise agreed in writing.

d) Valuation Process.

1. Fair Market Value Determination. The Parties shall establish the Fair Market Value of the City's interest in the Facility through the Appraisal Process defined in this Agreement.
2. Selection of Appraiser(s). Within ten (10) days of agreeing to the Appraisal Process, the Parties shall jointly select a mutually acceptable independent appraiser. If required, a second or third appraiser may be engaged as described in the Agreement to resolve any significant discrepancies in valuation.
3. Final and Binding Valuation. The final valuation reached through the Appraisal Process shall be binding on both Parties and shall constitute the purchase price for the City's interest in the Facility.

e) Documentation and Closing.

1. Purchase Agreement. Following determination of the purchase price, the Parties shall negotiate and execute a purchase agreement or similar document outlining the terms of the transfer, including payment method, closing date, and any remaining conditions precedent.
2. Transfer of Title. Upon the SFD's full payment of the agreed-upon purchase price and satisfaction of all applicable conditions, the City shall execute and deliver all necessary deeds, assignments, and related instruments to transfer its fifty percent (50%) interest in the Facility to the SFD. The Parties shall record any required documents with the appropriate county recorder's office.
3. Transition of Responsibilities. After closing, the SFD shall assume full responsibility for operations, maintenance, insurance, and all other aspects of

Facility ownership, as set forth in the purchase agreement and other applicable sections of this Agreement.

- f) Costs and Expenses. Unless otherwise agreed in writing, all reasonable costs associated with the Appraisal Process, including appraiser fees, shall be allocated between the Parties as described in this Agreement. Each Party shall bear its own attorney fees, accounting fees, and other incidental expenses unless the Agreement specifies otherwise.
- g) Good Faith and Cooperation. The Parties agree to act in good faith and cooperate fully throughout the Option to Purchase process, including promptly providing documents, financial records, operational data, and other information reasonably necessary to facilitate a smooth and timely transaction.

ARTICLE III: OPERATION OF THE FACILITY & THE DEPARTMENT

Section 3.1. Termination of Previous Agreement. Any prior interlocal or service agreements addressing similar subject matter, including but not limited to, the Fire Protection and Emergency Rescue Services Agreement dated on or around September 25, 2018, and as amended on or around September 8, 2020, are hereby terminated upon the Effective Date of this Agreement, as evidenced by written notice by both Parties.

Section 3.2. Responsibilities of the City.

- a) Facility Management. The City shall provide day-to-day management of the Facility, including volunteer fire protection and emergency rescue services, training of volunteers, and operational oversight in accordance with applicable standards and regulations.
- b) Revenue Management. The City shall manage all revenue from services rendered, including maintaining the Donation Fund. This includes overseeing the collection of services fees and burn permit fees as detailed in the Donation Fund Expense Policy. The City will ensure proper accounting of the Donation Fund, Operation Fund, and Equipment Fund. Surpluses or deficits at fiscal year-end shall be addressed through strategic transfers between the Donation Fund, Operation Fund, and Equipment Fund as agreed by the Parties.
- c) Staffing and Administration. The City shall be responsible for the administrative functions of the Facility, including staffing, scheduling, and procurement of supplies.

Section 3.3. Responsibilities of the SFD.

- a) Operational Payment. The SFD shall pay fifty percent (50%) of the annual budget of the Operation Fund, with payments due on the first day of each month, or on an alternative date mutually agreed upon by the Parties.
- b) Equipment and Maintenance Costs. The SFD shall equally share (50%) in the cost of repairs, maintenance, and improvements of the Facility and jointly used fire-related equipment.

- c) Large Unforeseen Expense. In the event of an expense not anticipated and not included in the planned budgets for the Operational, Equipment, and Donation Funds, and that exceed \$~~_____~~\$3,000 (a “Large Unforeseen Expense”), both Parties shall convene to discuss and agree upon the allocation of additional funds. Decisions regarding such additional contribution or adjustments to the funding commitments shall be documented in writing and require mutual agreement by both Parties, in accordance with the terms of the Agreement.]

Section 3.4. Reporting. The Parties shall provide regular operational and financial reports to each other upon request and not less than once per calendar year.

Section 3.5. Use of Facility. The Facility shall be used for fire protection, emergency response services, and training and administrative functions. The Parties shall work together in good faith to establish the rules for any other uses of the Facility that are not directly related to fire department operations. Any ancillary use by the SFD shall require the City’s consent. The SFD shall coordinate its meetings and other uses of the Facility with the fire department administration to avoid conflicts with previously scheduled events or operational needs.

Section 3.6. Repairs and Maintenance. Both Parties shall share equally in all costs related to repairs and maintenance of the Facility. The City, as Department Administrator, shall arrange for all maintenance activities to ensure the Facility remains in good working order. Repairs and maintenance are categorized as follows:

- a) Routine Maintenance and Minor Repairs. Routine maintenance and Minor Repairs shall be paid directly from the Operation Fund and do not require prior approval from either Parties. The City shall provide the SFD with a quarterly summary of all minor repairs and maintenance expenses for review.
- b) Major Repairs. Major Repairs must be jointly planned, budgeted, and approved in writing by both Parties before work begins, except in emergencies as outlined in Section 3.6(c). Costs for Major Repairs shall not be paid from the Operation Fund unless expressly agreed upon in writing. Costs for Major Repairs shall be shared equally by the Parties and budgeted as needed.
- c) Emergency Repairs. In the event of an emergency repair exceeding \$~~_____~~\$5,000, the City is authorized to proceed without prior joint approval. The City shall notify the SFD as soon as practicable and provide detailed documentation of the repair and associated costs. Emergency repairs shall be shared equally between the Parties and reimbursed as part of the next financial reconciliation.
- d) Reporting and Reimbursement. The City shall provide the SFD with detailed quarterly reports summarizing all repairs, maintenance activities, and associated costs. Reports for Major Repairs or Emergency Repairs shall be provided promptly upon completion of the work. For any repair or maintenance expense requiring reimbursement outside of the Operation Fund, the City shall submit an invoice with supporting documentation. The SFD shall remit payment within 30 days of receipt.

Section 3.7. City's Management of Volunteers. The City shall be responsible for recruiting, training, supervising, and supporting volunteer firefighters and emergency personnel. This includes providing necessary equipment and resources, ensuring compliance with all health and safety regulations, implementing effective scheduling systems to guarantee adequate coverage, recognizing and rewarding volunteer contributions, and maintaining open channels for feedback and continuous improvement.

Section 3.8. Health and Safety. The Parties shall adhere to all federal, state, and local health and safety regulations, ensuring a safe environment for personnel and the public.

Section 3.9. Operational Efficiency and Audits. The Parties may conduct joint operational audits or engage independent professionals to evaluate the efficiency, costs, and effectiveness of fire and emergency services. Findings from such audits shall be used to improve operational practices and resource allocation.

Section 3.10. Taxes. Each Party shall be responsible for its own tax obligations arising from this Agreement or ownership interest in the Facility. The Parties shall ensure compliance with all applicable tax laws and regulations.

ARTICLE IV: INDEMNIFICATION

Section 4.1. Mutual Indemnification.

- a) The City's Indemnification Obligations. The City shall indemnify, defend, and hold harmless the SFD, its officers, agents, employees, and volunteers from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from:
 1. The City's negligence, willful misconduct, or failure to perform its obligations under this Agreement.
 2. Any injury to persons (including death) or damage to property caused by the City's operations at the Facility, except where such injury or damage is directly caused by the SFD's negligence or misconduct.

- b) The SFD's Indemnification Obligations. The SFD shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from:
 1. The SFD's negligence, willful misconduct, or failure to perform its obligations under this Agreement.
 2. Any injury to persons (including death) or damage to property caused by the SFD's operations at the Facility, except where such injury or damage is directly caused by the City's negligence or misconduct.

- c) Exceptions to Indemnification. Neither Party shall indemnify the other for claims arising from the indemnified Party's sole negligence, willful misconduct, or intentional acts.

Section 4.2. Third-Party Claims.

- a) Notification. Both Parties agree to promptly notify the other Party in writing of any third-party claims, demands, or lawsuits that may give rise to indemnification obligations under this Agreement.
- b) Defense Control. The indemnifying Party shall assume control of the defense and settlement of such claims, provided that no settlement compromising the indemnified Party's rights shall be made without the indemnified Party's prior written consent.

ARTICLE V: INSURANCE REQUIREMENTS

Section 5.1. Insurance Obligations.

- a) Operational Insurance Policies. The Parties shall jointly procure and maintain the following three insurance policies for ongoing operations, with both parties named as insureds: (i) Property/Liability/Auto Policy, (ii) Worker's Compensation Policy, and (iii) Life Insurance Policies for volunteers (collectively, the "Joint Insurance Policies").
- b) Premium Allocation. All premiums for the Joint Insurance Policies shall be shared equally between the City and the SFD.
- c) Continuous Coverage. The Parties shall ensure the Joint Insurance Policies remain in full force and effect at all times. Any lapse in coverage shall be considered a material breach.

Section 5.2. Types of Insurance and Coverage Limits.

- a) Property/Liability/Auto Policy. The Property/Liability/Auto Policy shall include the following: (i) general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, personal injury, and advertising injury; (ii) property insurance with replacement cost coverage for the Facility against all risks of physical loss or damage, including fire, theft, vandalism, and natural disasters; and (iii) automobile liability insurance with a minimum coverage of \$1,000,000 combined single limit for bodily injury and property damage for any vehicles owned, operated, or used by the Parties in connection with the Facility.
- b) Workers' Compensation Insurance. The Workers' Compensation Policy shall include the statutory coverage for all employees engaged in operations at the Facility.
- c) Life Insurance. Life Insurance Policies for volunteers.

Section 5.3. Additional Insureds. The Joint Insurance Policies shall include both the City and the SFD as named insureds, along with their respective officers, agents, and employee. Certificates of insurance confirming this status shall be provided upon request.

Section 5.4. Proof of Insurance.

- a) Ongoing Proof of Insurance. Updated certificates of insurance shall be provided immediately upon renewal of policies and immediately upon any material changes to coverage, including cancellations or non-renewals.
- b) Failure to Maintain Insurance. If any required policy lapses, the non-defaulting Party may obtain the necessary coverage at the defaulting Party's expense, without prejudice to any other remedies under this Agreement.

Section 5.5. Additional Provisions.

- a) Regulatory Changes. If there are any changes in applicable laws or regulations that affect the insurance or indemnification requirements of this Agreement, the Parties shall promptly discuss and implement necessary adjustments to comply with such changes.
- b) Insurance Brokers. The Parties may choose to engage the same insurance broker or different brokers to procure and manage their respective insurance policies. All broker agreements shall comply with the requirements of this Agreement.

ARTICLE VI: TERMINATION

Section 6.1. Termination for Cause.

- a) Material Breach.
 - 1. Notice of Breach. If either Party commits a material breach of any provision of this Agreement, the non-breaching Party shall provide written notice detailing the nature of the breach.
 - 2. Cure Period. The breaching Party shall have thirty (30) days from the receipt of such notice to cure the breach to the satisfaction of the non-breaching Party.
 - 3. Failure to Cure. If the breach is not cured within the specified period, the non-breaching Party may terminate this Agreement by providing written notice of termination to the breaching Party.
- b) Insolvency or Bankruptcy. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or has a receiver appointed for its assets.

- c) Failure to Maintain Insurance. If either Party fails to maintain the required insurance coverage as specified in Article V for a period exceeding sixty (60) days after receiving written notice of such failure, the non-defaulting Party may terminate this Agreement immediately upon providing written notice.

Section 6.2. Termination for Convenience.

- a) Mutual Agreement. The Parties may terminate this Agreement at any time for any reason by mutual written consent. Such termination shall specify the effective date and any conditions agreed upon by both Parties.
- b) Unilateral Termination. Notwithstanding mutual agreement, either Party may terminate this Agreement for convenience by providing one hundred and eighty (180) days' written notice to the other Party. The terminating Party shall outline the reasons for termination and any obligations that will continue post-termination.
- c) Automatic Termination. If any change in federal, state, or local law makes it unlawful to continue the Agreement, either Party may terminate the Agreement by providing written notice. The termination shall be effective thirty (30) days after receipt of such notice, unless a shorter period is required by law.

Section 6.3. Disposition of Assets Upon Termination.

- a) Equitable Distribution. Upon termination of this Agreement, the Parties shall engage in good faith negotiations to determine a fair and equitable method for disposing of jointly owned assets, including but not limited to the Facility and related equipment.
- b) Options for Disposition.
 1. Purchase Option. One Party may have the option to purchase the other Party's interest in the Facility at Fair Market Value, as determined through the Appraisal Process outlined in Article II.
 2. Sale to Third Party. The Parties may agree to sell the Facility to a third party, with proceeds distributed according to each Party's ownership interest.
 3. Other Arrangements. Any other mutually acceptable arrangement that ensures a fair distribution of assets and liabilities.
- c) Transfer of Ownership. Any transfer of ownership interests pursuant to termination shall be documented through legally binding instruments, including deeds or purchase agreements, and recorded with the appropriate county recorder's office as required.

Section 6.4. Post-Termination Obligations.

- a) Surviving Provisions. Provisions of this Agreement that by their nature extend beyond termination, including but not limited to Article IV, Article VI, and Article VII, shall survive termination and continue to bind the Parties.

- b) Final Accounting. The Parties shall conduct a final accounting of all financial obligations, including the settlement of any outstanding payments, reimbursements, or obligations related to Construction Costs, Operational Funds, and Equipment Funds.
- c) Return of Property. Each Party shall return any property, documents, or confidential information belonging to the other Party within thirty (30) days of termination, unless otherwise agreed upon in writing.

Section 6.5. Transition Assistance.

- a) Cooperation During Transition. Upon termination, the Parties shall cooperate to ensure a smooth transition of responsibilities, including the transfer of records, training of new personnel, and the continuity of services to the community.
- b) Transition Period. The Parties may agree to a transition period following termination during which the City shall provide support and assistance to the SFD (or vice versa) to facilitate the ongoing provision of fire protection and emergency services.

Section 6.6. Termination Procedures. All termination notices shall be in writing and delivered to the other Party's designated notice address as specified in Section 8.3. Upon termination, both Parties shall document the reasons for termination, actions taken to address any breaches, and the agreed-upon method for asset disposition and final accounting.

Section 6.7. Effect of Termination.

- a) Release of Claims. Upon termination, each Party releases the other from any future claims, demands, or liabilities related to the Agreement, except for those arising from indemnification obligations or other surviving provisions.
- b) Non-Waiver. Termination of this Agreement shall not constitute a waiver of any rights or remedies that a Party may have under this Agreement or applicable law.

ARTICLE VII: DISPUTE RESOLUTION

Section 7.1. Good Faith Negotiations.

- a) Notification. In the event of any Dispute, the initiating Party shall provide written notice to the other Party detailing the nature of the Dispute.
- b) Negotiation Period. Upon receipt of such notice, the Parties agree to engage in good faith negotiations to resolve the Dispute within thirty (30) days. The Parties shall designate representatives to participate in these negotiations and shall meet at mutually convenient times and locations.

Section 7.2. Mediation.

- a) Agreement to Mediate. If the Dispute is not resolved through good faith negotiations within the specified period, the Parties agree to submit the Dispute to mediation before pursuing any other form of dispute resolution.
- b) Selection of Mediator. The Parties shall mutually select a neutral, qualified mediator with experience in interlocal agreements and public sector disputes. If the Parties cannot agree on a mediator within fifteen (15) days of agreeing to mediate, either Party may request the appointment of a mediator by a recognized mediation organization in Nebraska.
- c) Mediation Process. Mediation shall be conducted in accordance with the rules of the selected mediation organization. The mediation shall take place in Lancaster County, Nebraska, unless otherwise agreed by the Parties. Each Party shall bear its own costs of mediation, and the Parties shall equally share the mediator's fees and any administrative costs unless otherwise agreed.
- d) Confidentiality. All mediation sessions, discussions, and any resulting settlement agreements shall be confidential and shall not be disclosed to any third party, except as required by law or as necessary to enforce a settlement agreement.
- e) Failure to Mediate. If mediation does not result in a settlement within sixty (60) days of commencing mediation, the Parties may proceed to arbitration as outlined in Section 7.3.

Section 7.3. Arbitration.

- a) Binding Arbitration. If mediation fails to resolve the Dispute, the Parties agree to submit the Dispute to binding arbitration before pursuing litigation.
- b) Selection of Arbitrator. The Parties shall mutually select a single, neutral arbitrator with expertise in public sector agreements and the subject matter of the Dispute. If the Parties cannot agree on an arbitrator within fifteen (15) days of agreeing to arbitrate, either Party may request the appointment of an arbitrator by the American Arbitration Association (AAA) or another recognized arbitration body in Nebraska.
- c) Arbitration Process. Arbitration shall be conducted in accordance with the rules of the selected arbitration organization. The arbitration shall take place in Lancaster County, Nebraska, unless otherwise agreed by the Parties. The arbitrator's decision shall be final and binding on both Parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- d) Costs and Fees. Each Party shall bear its own costs and attorney's fees associated with arbitration. The Parties shall equally share the arbitrator's fees and any administrative costs unless otherwise agreed.
- e) Confidentiality. All arbitration hearings, documents, and the arbitrator's decision shall be confidential and shall not be disclosed to any third party, except as necessary to enforce the arbitration award or as required by law.

- f) Limited Right to Appeal. The right to appeal the arbitration award is limited to cases of arbitrator misconduct or a significant procedural error that affects the fairness of the arbitration process.

Section 7.4. Litigation. If the Dispute is not resolved through mediation or arbitration, either Party may initiate litigation in a court of competent jurisdiction in Lancaster County, Nebraska.

Section 7.5. Waiver of Rights. By agreeing to mediation and arbitration, the Parties waive any rights to seek immediate judicial intervention or to appeal any mediation or arbitration outcomes, except as provided under applicable law.

Section 7.6. Venue and Jurisdiction. The Parties agree that any litigation arising out of this Agreement shall be filed and heard in the appropriate court located in Lancaster County, Nebraska. The Parties hereby consent to the exclusive jurisdiction and venue of such courts.

Section 7.7. Costs and Fees.

- a) Allocation of Costs. Except as otherwise provided, each Party shall bear its own costs and expenses incurred in any dispute resolution process, including but not limited to legal fees, mediation fees, and arbitration fees.
- b) Shared Costs. The costs of mediation, including the mediator's fees and administrative expenses, shall be shared equally by the Parties unless otherwise agreed.

Section 7.8. Enforcement of Dispute Resolution.

- a) Binding Effect. The Parties agree that the dispute resolution provisions outlined in this Article are binding and enforceable.
- b) Court Enforcement. Any Party may seek enforcement of the dispute resolution provisions or any resulting settlement agreement or arbitration award in a court of competent jurisdiction.
- c) Exclusions. The dispute resolution process outlined in this Article does not apply to matters that are non-disputable under the laws of the State of Nebraska or that are expressly excluded by this Agreement.
- d) Good Faith Obligation. The Parties commit to acting in good faith throughout the dispute resolution process, striving to reach a fair and equitable resolution without unnecessary delay or obstruction.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Public Announcements.

~~Control and Coordination. The City shall have exclusive control over all public announcements, press releases, and public statements related to this Agreement and the~~

~~Facility. The SFD must obtain prior written approval from the City for any public communication or disclosure concerning the Facility, its operations, or this Agreement. The City reserves the right to review and edit any proposed public announcements to ensure consistency, accuracy, and alignment with the Agreement's objectives.~~

~~a)~~

~~b)~~a) Joint Press Releases. Any press releases jointly issued by the Parties must be approved by the City's designated spokesperson before distribution.

~~c)~~b) Media Inquiries. The City shall manage all media inquiries related to the Facility and this Agreement. The SFD shall direct all such inquiries to the City's spokesperson unless otherwise agreed in writing.

~~d)~~c) Facility Events. Announcements regarding events at the Facility, such as grand openings, training sessions, or community outreach programs, shall be coordinated and approved by the City.

~~e)~~d) Joint Events. For events co-hosted by the City and the SFD, both Parties must agree on the messaging and content, with the City retaining final approval authority.

~~f)~~e) Emergency Situations. In the event of an emergency or crisis involving the Facility, the City shall lead all public communications, ensuring timely and accurate information is disseminated to the public.

~~g)~~f) Unified Messaging. The Parties shall present a unified message to the public to maintain trust and clarity during crisis situations.

Section 8.2. Force Majeure.

a) Notification and Mitigation. The Party affected by a Force Majeure event shall promptly notify the other Party in writing, detailing the nature of the event and its anticipated impact on performance. The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as possible.

b) Suspension of Obligations. Obligations under this Agreement shall be suspended for the duration of the Force Majeure event, provided that the affected Party continues to use reasonable efforts to overcome the impediment. If the Force Majeure event continues for a period exceeding sixty (60) days, either Party may terminate this Agreement upon providing written notice to the other Party.

Section 8.3. Notice. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given on (a) the date of delivery if delivered personally, (b) on the date sent by fax (with confirmation of transmission) or electronic mail if sent during normal business hours of the recipient during a business day, and otherwise on the next business day, if sent after normal business hours of the recipient, provided that in the case of electronic mail, each notice or other communication shall be confirmed within one business day by dispatch of a copy of such notice pursuant to one of the other method described herein, (c) if dispatched via a nationally recognized overnight courier service (delivery receipt

requested) with charged paid by the dispatching party, on the later of (1) the first Business day following the date of dispatch, or (ii) the scheduled date of delivery by such service, or (d) on the fifth Business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, to the party to receive notice, at the following addresses, to such other addresses as a party may designate from time to time by notice in accordance with this Section.

If to the City:

City of Waverly, NE
Attn: City Administrator
PO Box 427
14130 Lancashire Street
Waverly, Nebraska 68462

With a copy to:

City Attorney
Mark Fahleson
Rembolt Ludtke LLP
1128 Lincoln Mall, Suite 300
Lincoln, NE 68508

If to the SFD:

Waverly Suburban Fire District
14001 Fletcher Avenue
Lincoln, NE 68527

Section 8.4. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The Parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

Section 8.5. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party. Any permitted assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 8.6. Legal Representation. The City acknowledges that Rembolt Ludtke LLP represents it in matters related to this Agreement. The SFD retains the right to appoint its own legal counsel at its own expense to review and negotiate this Agreement. The Parties agree that no third-party entity or individual shall have any authority to bind either Party or influence the terms of this Agreement.

Section 8.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws

principles. The Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

Section 8.8. Good Faith. The Parties agree to act in good faith to carry out the terms and intent of this Agreement, fostering a cooperative and mutually beneficial relationship. In the spirit of good faith, the Parties shall address and resolve any issues or concerns promptly and constructively, seeking solutions that uphold the objectives of this Agreement.

Section 8.9 Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating thereto. Notwithstanding the foregoing, this Agreement is intended to implement and be consistent with the terms outlined in the LOI.

Section 8.10. Amendments. Any amendments or modifications to this Agreement must be made in writing and signed by duly authorized representatives of both Parties. Amendments shall be attached to this Agreement as additional Exhibits and shall be incorporated by reference as if fully set forth herein.

Section 8.11. Authority to Bind. Each signatory represents and warrants that they have the requisite authority to execute this Agreement on behalf of their respective Party and to bind their Party to the terms and conditions herein. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 8.12. Headings, Gender, and Number. Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision. Words of any gender shall include all genders, and words in the singular shall include the plural and vice versa, unless the context clearly dictates otherwise.

Section 8.13. Non-Discrimination. The Parties agree to comply with all applicable federal, state, and local laws prohibiting discrimination in all aspects of their operations, including employment, services, and public interactions. The Parties shall ensure equal opportunity and fair treatment for all individuals without regard to race, color, religion, sex, national origin, age, disability, or any other protected characteristic.

Section 8.14. Timely Response Requirement. Whenever this Agreement requires that the City seek consent, approval, or input from the SFD, the SFD shall provide its written response within seven (7) calendar days of receiving the City's written request and any supporting materials. If the matter requires a formal vote of the SFD board, the SFD shall provide its written response within ten (10) calendar days. If no response is received within the applicable time period, the SFD's approval shall be deemed granted. The SFD shall not unreasonable delay or withhold any required response, particularly where the proposed action is consistent with the terms of this Agreement and applicable standards. Both Parties acknowledge that the subject matter of this Agreement involves time-sensitive decisions and that timely coordination, approvals, and communication are a high priority to avoid unnecessary delays or disruptions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement for Fire Station as of the Effective Date.

CITY OF WAVERLY, NEBRASKA

By: _____
Name: _____
Title: _____

WAVERLY SUBURBAN FIRE DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A

LOI

EXHIBIT B
Preliminary Plans

EXHIBIT C
Final Design Plans

EXHIBIT D
Cost Allocation

EXHIBIT E
Payment Schedule

EXHIBIT F

Deed

Exhibit G
Donation Fund Expense Policy

Exhibit H
Equipment Fund Expense Policy

| [4914-9955-1314, v. 14896-6228-5852, v. 1](#)



City of Waverly, Nebraska

14130 Lancashire Street, P.O. Box 427

Waverly, Nebraska 68462

Phone: 402-786-2312 Fax: 402-786-2490

www.citywaverly.com

Mayor

William D. Gerdes

Council Members

Aaron J. Hummel
David M. Jespersen
David L. Nielsen
Abbey L. Pascoe

City Administrator

Stephanie A. Fisher

City Clerk

Human Resources Asst.
Megan K. Frye

City Treasurer

Deputy Clerk
Cheris R. Cadwell

November 16, 2024

Waverly Suburban Fire District
14001 Fletcher Avenue
Lincoln, NE 68527

Re: Letter of Intent – New Waverly Fire Station

Dear Dick Dames,

This Letter of Intent (“LOI”) sets forth the understanding between the City of Waverly, Lancaster County, Nebraska, a municipal corporation (“City”) and the Waverly Suburban Fire District, Lancaster County, Nebraska, a suburban fire protection district organized pursuant to Chapter 25 of the Nebraska Revised Statutes (“SFD”), regarding the construction of a new fire station (the “Project”). This LOI outlines the primary terms and conditions upon which the parties intend to negotiate and enter into a formal agreement (“Agreement”) for the Project. Except as expressly set forth below, this LOI shall not be binding upon the parties.

1. Project Overview. The City and SFD intend to jointly construct a new fire station to enhance fire protection, emergency response, and related services. The Project will consist of design, construction, and operation of the new fire station to be located on parcels #2421118002000 and #2421118003000, also known as 9810 and 9820 N 135th Street, currently owned by the City and will include all necessary amenities to support fire and rescue operations.
2. Cost Sharing. The City and SFD agree to share equally the cost of the Project. Each party will be responsible for fifty percent (50%) of the total construction costs, including but not limited to design, professional services, material, labor, and other related expenses including the cost of land.
3. Ownership.
 - a. Joint Ownership. Upon completion of the Project, the building and real property (collectively, the “Fire Station”) will be jointly titled and jointly owned by the City and SFD, with each holding a fifty percent (50%) interest in the Fire Station.
 - b. Repairs and Maintenance. Both parties will equally share responsibility for the costs of repairs, maintenance, and improvements of the Fire Station. Each party will be responsible for fifty percent (50%) of these costs.
 - c. Insurance. Both parties will equally share the costs of insuring the Fire Station. Insurance policies covering property damage, liability, and other relevant risks will be jointly obtained, with each party covering fifty percent (50%) of the premiums and any related costs.

d. Option to Purchase. In the event annexation of the City is threatened or pursued by the City of Lincoln, SFD shall have the option to purchase the City's interest in the Fire Station based on fair market appraisal. The appraisal will be conducted by a qualified, independent appraiser mutually agreed upon by both parties and the fees split equally between the parties. If either party disagrees with the initial appraisal, that party may, at their own expense, obtain a second appraisal from another independent appraiser. If the two appraisals differ by more than ten percent (10%), a third appraisal will be obtained. The third appraiser will be chosen by agreement of the parties and if the parties cannot agree, then by the first and second appraisers. The third appraiser's fees shall be split equally between the parties. The value determined by the third appraisal will be final and used as the purchase price of the City's interest.

4. Budget and Financing.

- a. Estimated Cost. The estimated total cost of the Project is \$_____.
- b. Financial Contribution. Each party will contribute fifty percent (50%) of the total cost of the Project. The City will receive a \$400,000.00 "credit" for its acquisition of the real property on which the Fire Station will be located. This credit will be applied to reduce the City's financial contribution. For example, if the total Project cost is \$1,400,000, each party's contribution would typically be \$700,000. However, the City has already put in \$400,000 of land so SFD will match that at \$400,000 - so the remaining total Project cost would be \$600,000 (\$1,400,000 - \$800,000) which would be divided between the parties so in the end, the City would contribute \$400,000 of land and \$300,000 cash and SFD would contribute \$700,000 cash. The parties will jointly issue bonds to finance the Project. The issuance of these bonds will be managed in accordance with applicable laws and regulations. The bond proceeds will be used exclusively for the Project's total construction costs. Details regarding the issuance, terms, interest rates, and repayment schedules for these financing bonds will be outlined in the Agreement.
- c. Payment Schedule. The payment schedule for contributions will be determined and agreed upon in the Agreement.
- d. Financing/Bonds. Each party agrees to obtain and maintain separate bonds for their respective share of the Project's cost. The bonds will ensure financial responsibility and project completion, with each party securing their own financing as required by law and agreed upon in the Agreement.

5. Project Management. The SFD will appoint the City as the "manager" of the Project. However, the Parties will cooperatively with respect to all matters relating to the Project and the following require approval by both Parties: (a) final design of the Project; (b) final estimated total cost of the Project; and (c) any change orders for the project that exceed 10 percent of the Project's construction costs.

6. Services. The parties will mutually terminate the Fire Protection and Emergency Rescue Services Agreement dated September 25, 2018, as amended, and the Agreement will outline the fire protection and emergency rescue services and related payment structures and other provisions. The City will provide volunteer fire protection and emergency rescue services and be responsible for training and operations. SFD will pay fifty percent (50%) of the City's Fire Fund budget, with payments made monthly. Any surplus or deficit at the fiscal year-end will be handled through fund transfers between the Fire and Equipment Funds. The City will manage all revenue from services, with certain accounts designated for donations and equipment. The parties will equally share the cost of repairs and maintenance of fire-related equipment. Both parties will be insured, with each party indemnifying the other from liabilities arising from their own negligence. Both

parties will cooperate and maintain transparency regarding accounts and operational matters, with regular reporting and budget planning.

7. Legal and Regulatory Compliance. Both parties agree to comply with all applicable laws, regulations, and permits required for the construction and operation of the new fire station. SFD understands that the Rembolt Ludtke LLP law firm represents the City in this matter and that SFD has the right to retain its own legal counsel for purposes of this Agreement and the Project.
8. Confidentiality. The parties agree to keep the terms and details of this LOI confidential.

Except as provided in this paragraph, which provision shall be binding, this LOI is intended solely to set forth the general terms and conditions upon which the parties hereto desire to pursue the Project, does not constitute a legally binding agreement between the parties, does not purport to be inclusive of all of the terms and conditions (material or otherwise) relating to the Project, and nothing contained in this LOI, whether stated or implied, shall impose any obligation of any kind upon the parties. Nebraska law shall govern this LOI and the Agreement (and the Agreement, if signed, will supersede and replace this LOI).

If the above-stated general terms are acceptable, **please sign and return a copy of this LOI no later than Monday, November 25th at 5:00p.m.** to the undersigned. After execution of this LOI, the City's counsel shall prepare the draft Agreement.

Sincerely,

THE CITY OF WAVERLY

By:


William D. Gerdes, Mayor

ACCEPTED AND AGREED:

WAVERLY SUBURBAN FIRE DISTRICT

By:


Richard Dames, President

BY: JOHN CATSINAS
SECRETARY/TREASURER

Date:

11/22/24

Donation Fund #17

This fund receives revenue throughout the year from fundraisers, donations, gifts and burn permits.

Expenses may be any of the following:

- Food and Meals
 - Meals for Spouses/Guests attending Annual Banquet
 - Food/snacks for training classes
 - Food/snacks for members during or after calls
- Clothing other than regular uniforms
 - Hoodies, extra t-shirts, caps, beanies
- Food, supplies, candy for fundraiser events and community outreach events
 - 4th of July Parade, Halloween Trick or Treat, Annual Open House, Santa Express
- Equipment directed to be purchased with Donation Funds

Procedure for Use of Funds

1. Food/snacks for training classes or during/after calls may be purchased with the Debit Card and do not require prior approval from Fire Department Membership, Suburban Fire District or Mayor.
2. All other expenses can be planned.
 - a. The Fire Department Membership must first vote and approve of any and all planned expenses.
 - b. Membership approved expenses require secondary approval from the Suburban Fire District and the Mayor.
 - c. Provide a written statement of the planned purchase and its intended use. Email is preferred, copying the Suburban Fire Board President, Suburban Fire Board Treasurer, Mayor, City Administrator and City Treasurer.
 - d. Provide an estimate of cost from the vendor. Purchases over \$10,000 must have TWO estimates when possible.
 - e. Requests must be made in writing and with sufficient time to get approvals by both Suburban Fire District and Mayor.
 - f. Orders must not be placed until approval is given.

Equipment Fund #18

This fund receives revenue throughout the year from fire/medical call fees, grants and unused funds from the annual Operating Budget Fund #16.

Expenses may be any of the following:

- Purchase of Equipment, Vehicles, Furniture, Other Approved Purchases
- Annual Planned Replacement of expiring bunker gear
- Full Sets of bunker gear when needed for new members
 - When only one item such as pants/coats/boots/gloves/helmets is needed, they are to be purchased out of the Operating Budget, item 16-00-5103

Procedure for Use of Funds

1. All expenses can be planned and require prior approval from the Suburban Fire District and the Mayor.
 - a. Provide a written statement of the planned purchase and its intended use. Email is preferred, copying the Suburban Fire Board President, Suburban Fire Board Treasurer, Mayor, City Administrator and City Treasurer.
 - b. Provide an estimate of cost from the vendor. Purchases over \$10,000 must have TWO estimates when possible.
 - c. Requests must be made in writing and with sufficient time to get approvals by both Suburban Fire District and Mayor.
 - d. Orders must not be placed until approval is given.