

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on July 22, 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. **DC Addition**
 - 3.a) Public Hearing: DC Addition Preliminary Plat.
 - 3.b) Consideration of approval of DC Addition Preliminary Plat.
 - 3.c) Public Hearing: Rezoning a portion of property from Agricultural (AG) District to Limited Industrial (LI) District for property generally located south of Mill Road and west of N 162nd St.
 - 3.d) Consideration of the First Reading of Ordinance 25-12 to Rezone a portion of property generally located south of Mill Road and west of N 162nd St from Agricultural (AG) District to Limited Industrial (LI) District.
 - 3.e) Public Hearing: DC Addition Final Plat.
 - 3.f) Consideration of approval of Resolution 25-13 a Resolution Approving DC 1st Addition Final Plat, a property generally located south of Mill Road and west of N 162nd St.
4. **Sheriff's Report**
5. **Public Comments**
6. **Approval of Minutes**
 - 6.a) *Minutes of the July 8, 2025 City Council Meeting
7. **Consideration of Claims and Financial Reports**
 - 7.a) Claims for Payment
 - 7.b) Keno & Sales Tax Reports
8. **Introduction of Resolutions**
9. **Introduction of Ordinances**
 - 9.a) Consideration of the First Reading of Ordinance 25-13 Amending Chapter 110 of the Waverly Municipal Code relating to Franchise Fees
10. **Introduction of Business and Communications**
 - 10.a) Consideration of amendment to the Interlocal Agreement between City of Waverly, Nebraska and Waverly Suburban Fire District.

11. Committee Reports

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

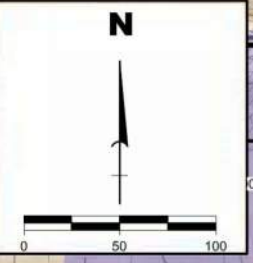
12. Adjournment

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

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

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

MILL ROAD



NO.	REVISIONS	DATE

**OUTLOT B - 2.02 ACRES
(DRAINAGE DETENTION)
(BLANKET DRAINAGE EASEMENT)**

**BLOCK 1
LOT 1
3.94 ACRES**

**BLOCK 2
LOT 1
4.71 ACRES**

**BLOCK 2
LOT 2
3.50 ACRES**

**BLOCK 1
LOT 2
3.00 ACRES**

**BLOCK 2
LOT 3
4.73 ACRES**

**BLOCK 2
LOT 4
3.60 ACRES**

**OUTLOT C
109.43 ACRES
(AGRICULTURAL USE
& FUTURE DEVELOPMENT)**

LANCASTER COUNTY /
CITY OF WAVERLY
ZONING JURISDICTION LINE

**BLOCK 1
LOT 3
4.15 ACRES**

OUTLOT 'A' 4.83 ACRES (PRIVATE ROADWAY - FENCE LINE RD (BLANKET PUBLIC ACCESS AND UTILITY EASEMENT))

OUTLOT 'A' 4.83 ACRES (PRIVATE ROADWAY - N. 158TH STREET) (BLANKET PUBLIC ACCESS AND UTILITY EASEMENT)

**BLOCK 1
LOT 4
4.16 ACRES**

**BLOCK 1
LOT 5
3.01 ACRES**

**BLOCK 1
LOT 6
3.22 ACRES
(MIN. 1ST FLOOR
ELEVATION FOR
THIS LOT IS 1111.0')**

FLOOD PLAIN

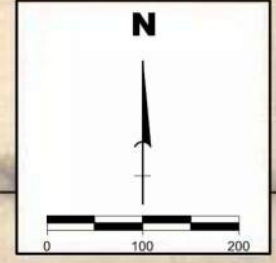
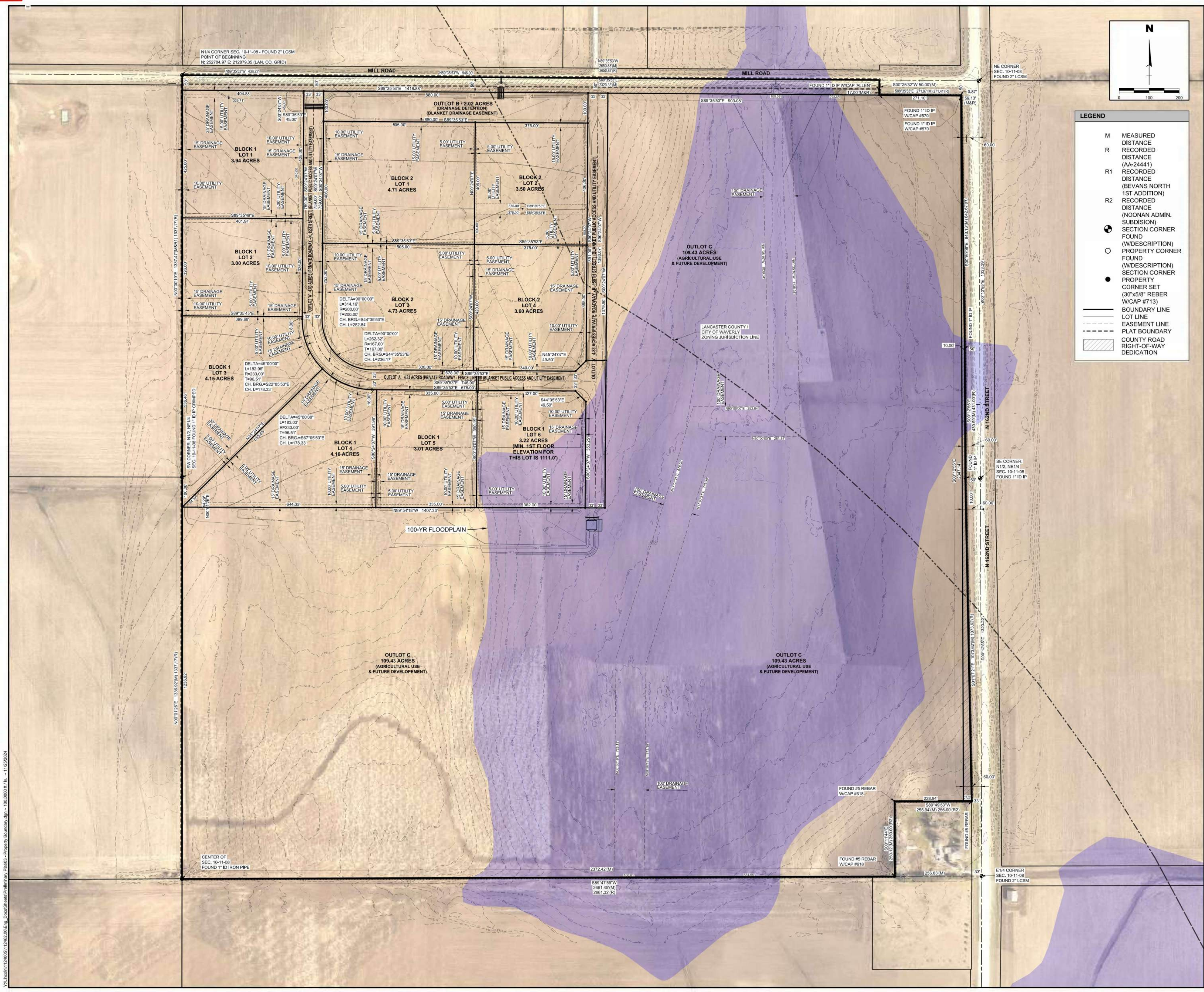
SITE PLAN

**DC ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**



PROJECT: 112462.00
DATE: 11/25/2024

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LEGEND

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

NO.	REVISIONS	DATE

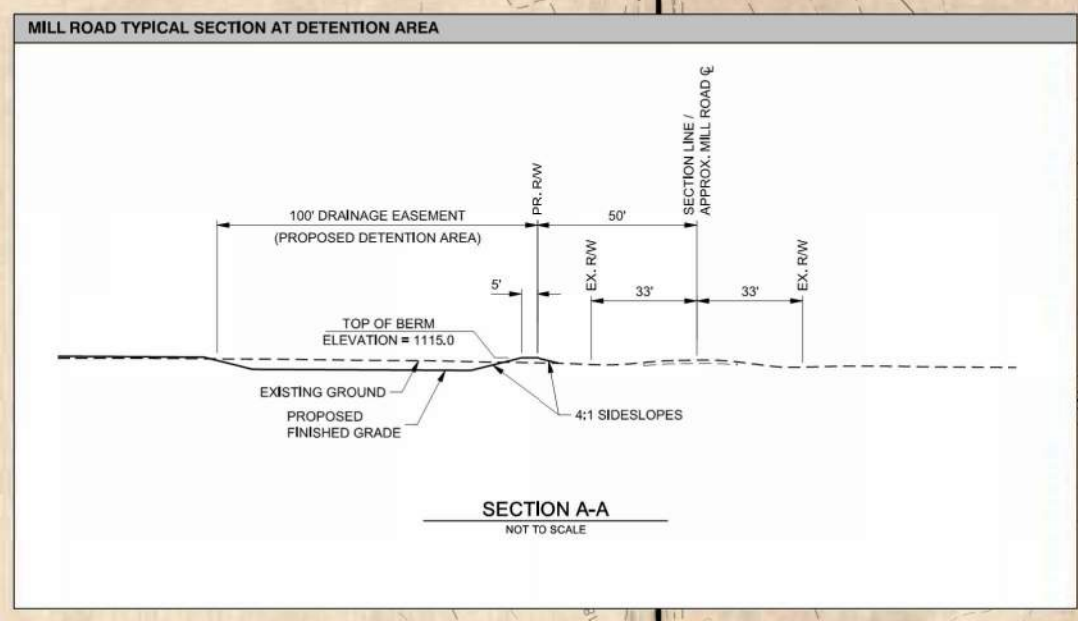
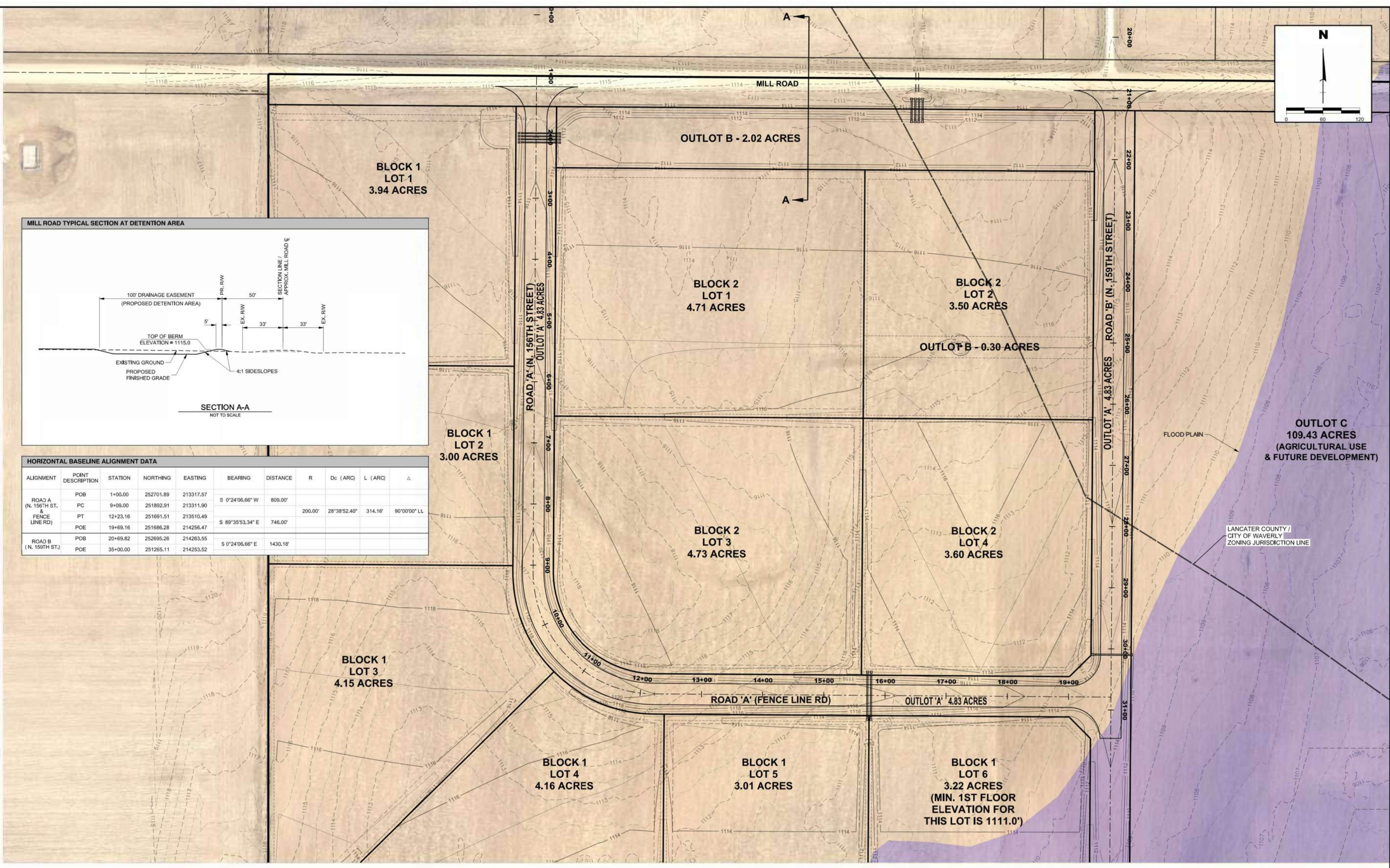
PROPERTY BOUNDARY

**DC ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**



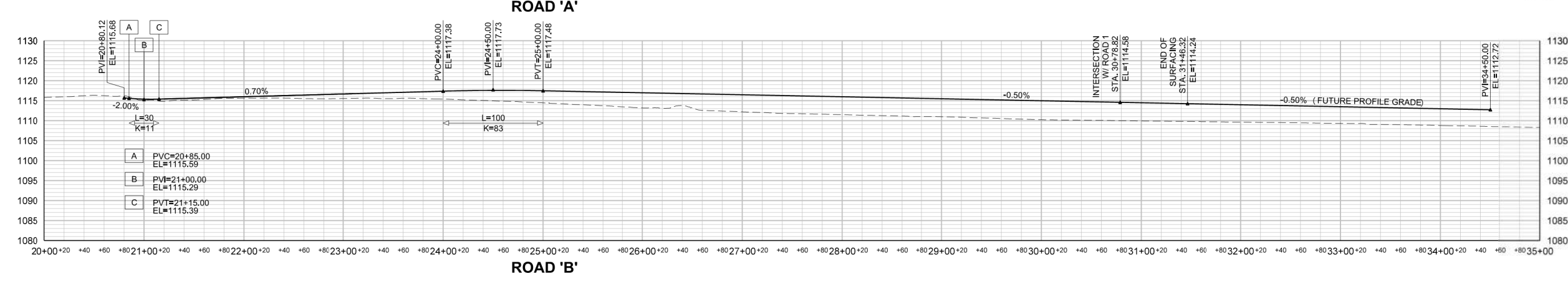
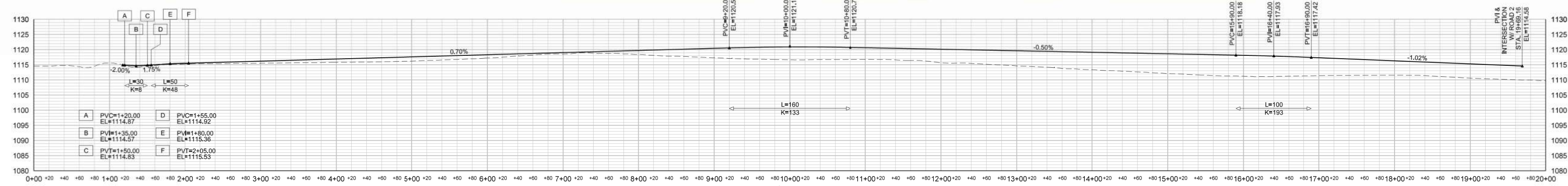
PROJECT	112462.00
DATE	11/25/2024

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HORIZONTAL BASELINE ALIGNMENT DATA

ALIGNMENT	POINT DESCRIPTION	STATION	NORTHING	EASTING	BEARING	DISTANCE	R	Dc (ARC)	L (ARC)	Δ
ROAD A (N. 156TH ST. & FENCE LINE RD)	POB	1+00.00	252701.89	213317.57						
	PC	9+09.00	251892.91	213311.90	S 0°24'06.66" W	809.00'				
	PT	12+23.16	251691.51	213510.49			200.00'	28°38'52.40"	314.16'	90°00'00" LL
	POE	19+69.16	251686.28	214256.47	S 89°39'53.34" E	746.00'				
ROAD B (N. 159TH ST.)	POB	20+69.82	252895.26	214263.55						
	POE	35+00.00	251285.11	214253.52	S 0°24'06.66" E	1430.18'				



NO.	REVISIONS	DATE

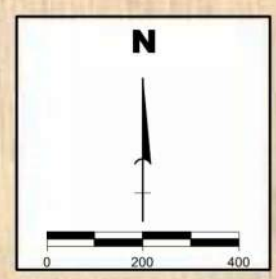
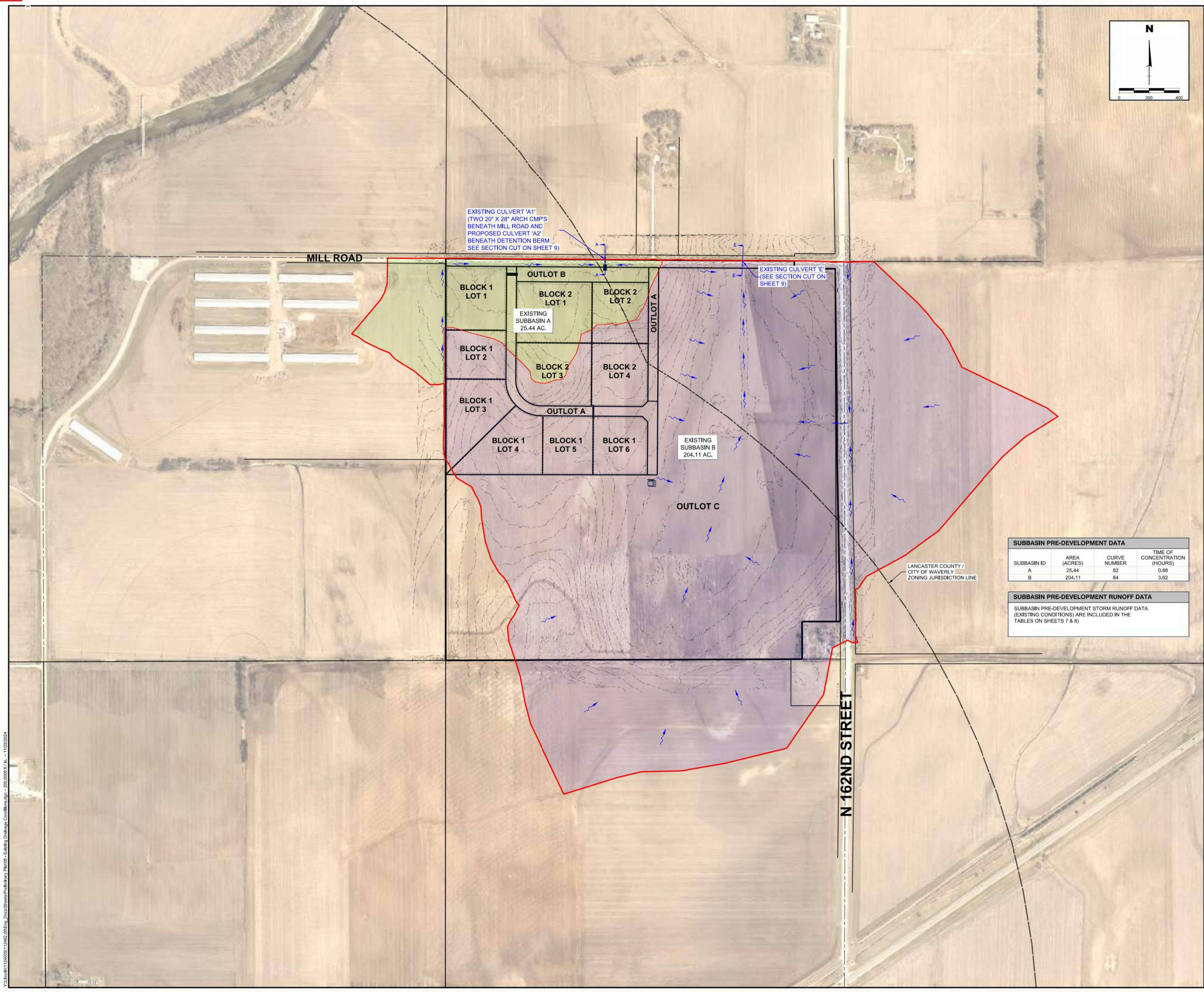
ROADWAY PLAN & PROFILES

**DC ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**

benesch
Alfred Benesch & Company
625 M Street, Suite 1000
Omaha, NE 68102
402-479-2200

PROJECT: 112462.00
DATE: 11/25/2024
SHEET: 5 OF 9

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NO.	REVISIONS	DATE

**EXISTING
DRAINAGE
CONDITIONS**

SUBBASIN PRE-DEVELOPMENT DATA			
SUBBASIN ID	AREA (ACRES)	CURVE NUMBER	TIME OF CONCENTRATION (HOURS)
A	25.44	82	0.88
B	204.11	84	3.62

SUBBASIN PRE-DEVELOPMENT RUNOFF DATA
SUBBASIN PRE-DEVELOPMENT STORM RUNOFF DATA (EXISTING CONDITIONS) ARE INCLUDED IN THE TABLES ON SHEETS 7 & 8)

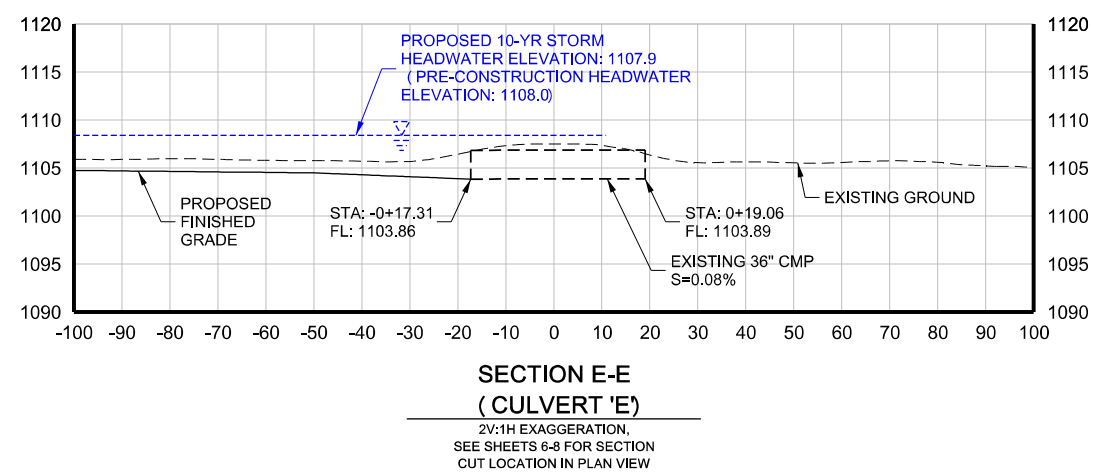
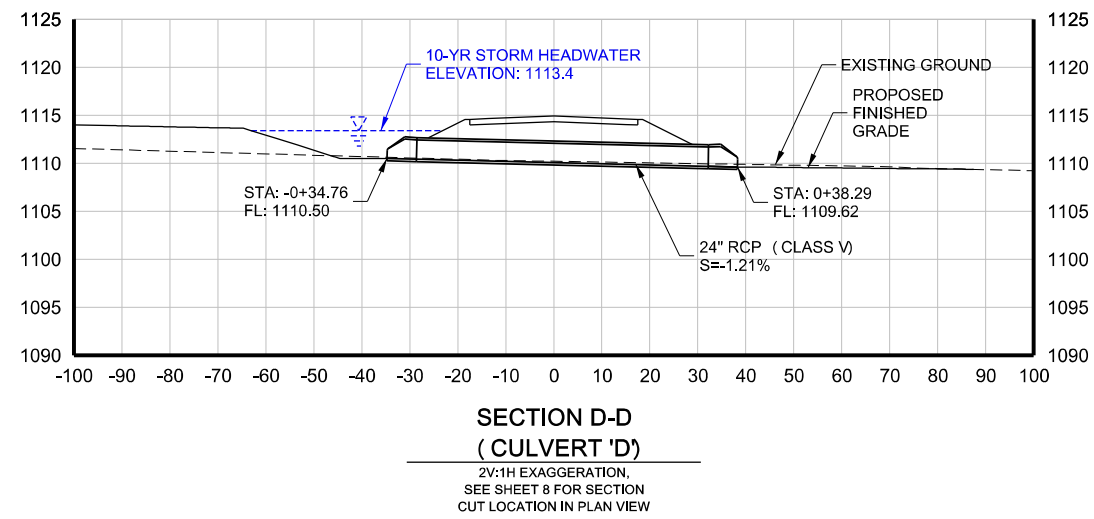
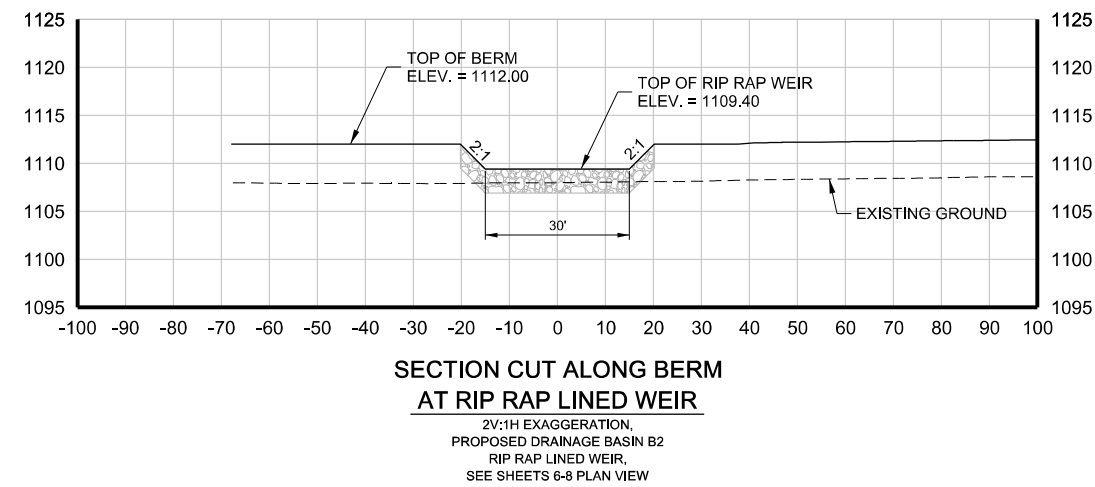
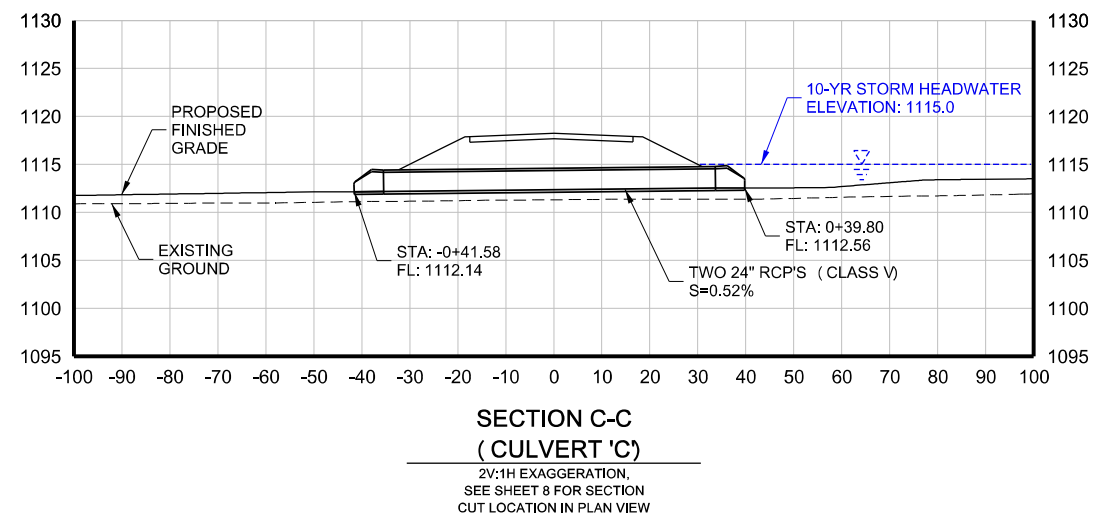
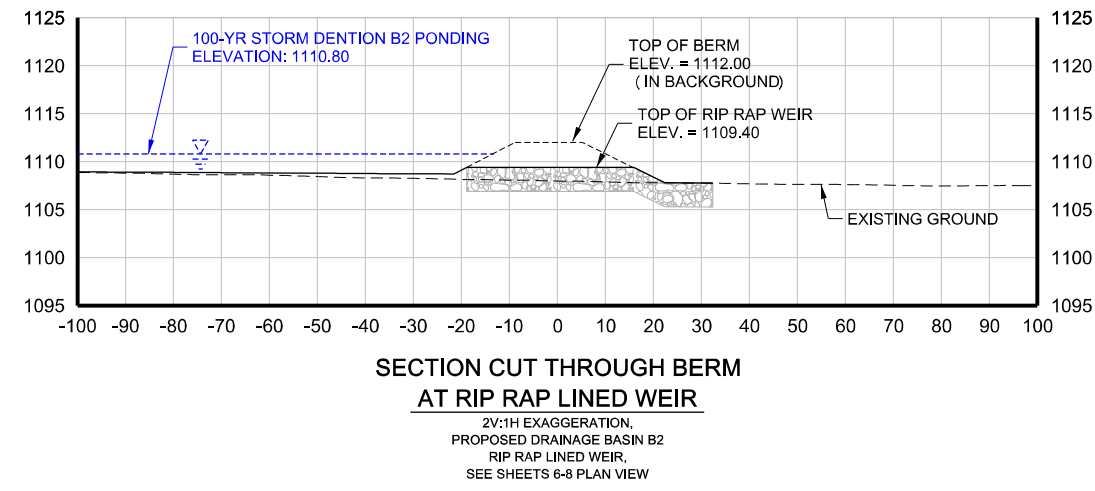
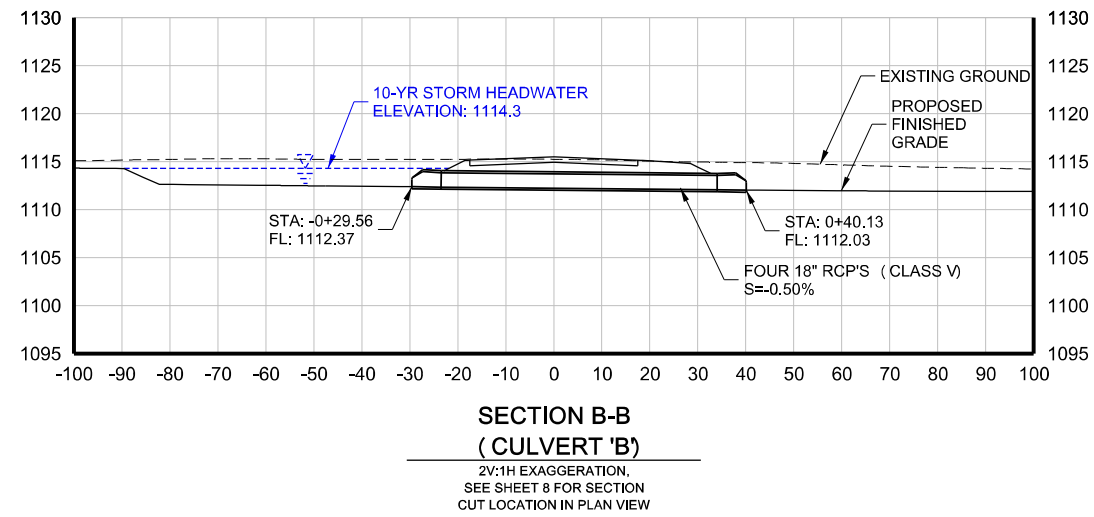
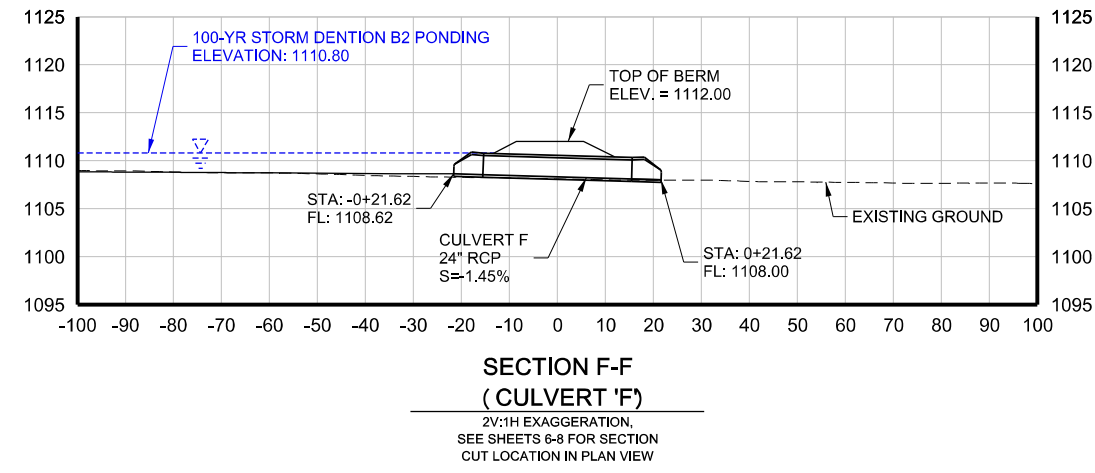
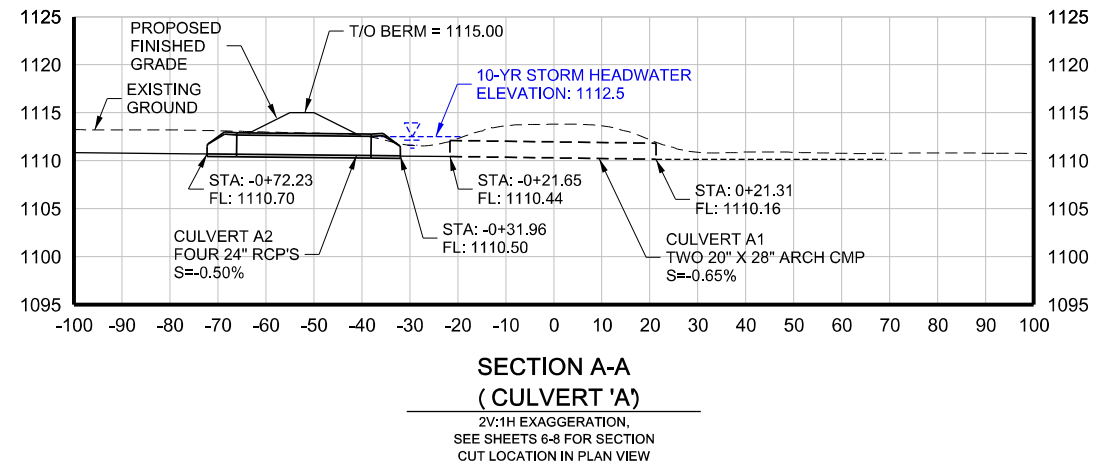
**DC ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**



PROJECT: 112462.00
DATE: 11/25/2024

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NO.	REVISIONS	DATE



CULVERT CROSS SECTIONS

DC ADDITION N 162ND ST & MILL ROAD WAVERLY, NEBRASKA



PROJECT	112462.00
DATE	11/25/2024
SHEET	9 OF 9

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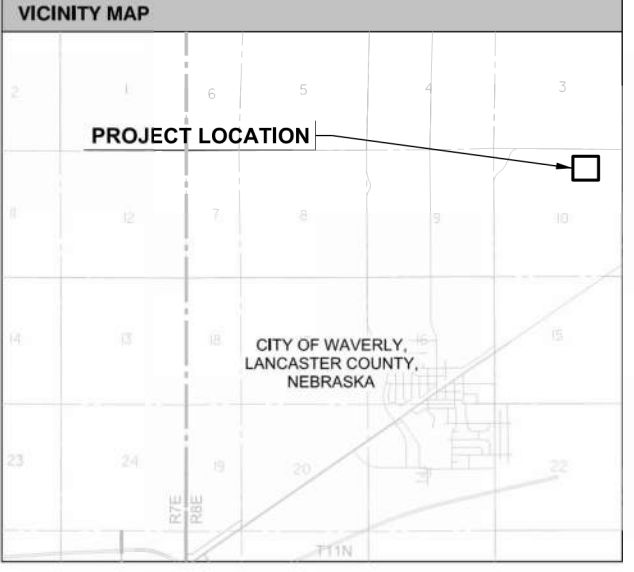
SHEET INDEX	
COVER	1
SITE PLAN	2
PROPERTY BOUNDARY	3
GRADING PLAN	4
ROADWAY PLAN & PROFILES	5
EXISTING DRAINAGE CONDITIONS	6
PROPOSED DRAINAGE CONDITIONS	7-8
CULVERT CROSS SECTIONS	9

**APPROVED BY
PLANNING
COMMISSION**


Reso PC-01916
Resolution Number

June 26, 2024
Date

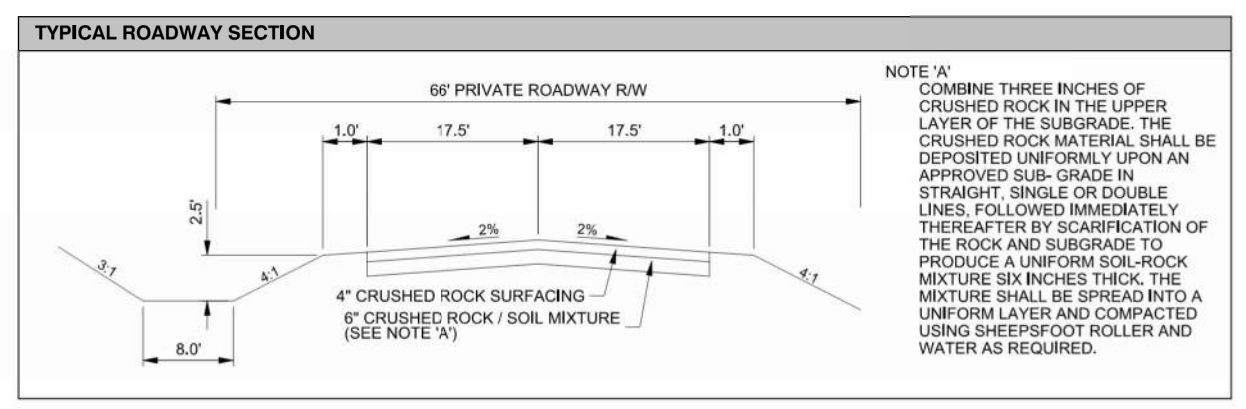
DC ADDITION PRELIMINARY PLAT



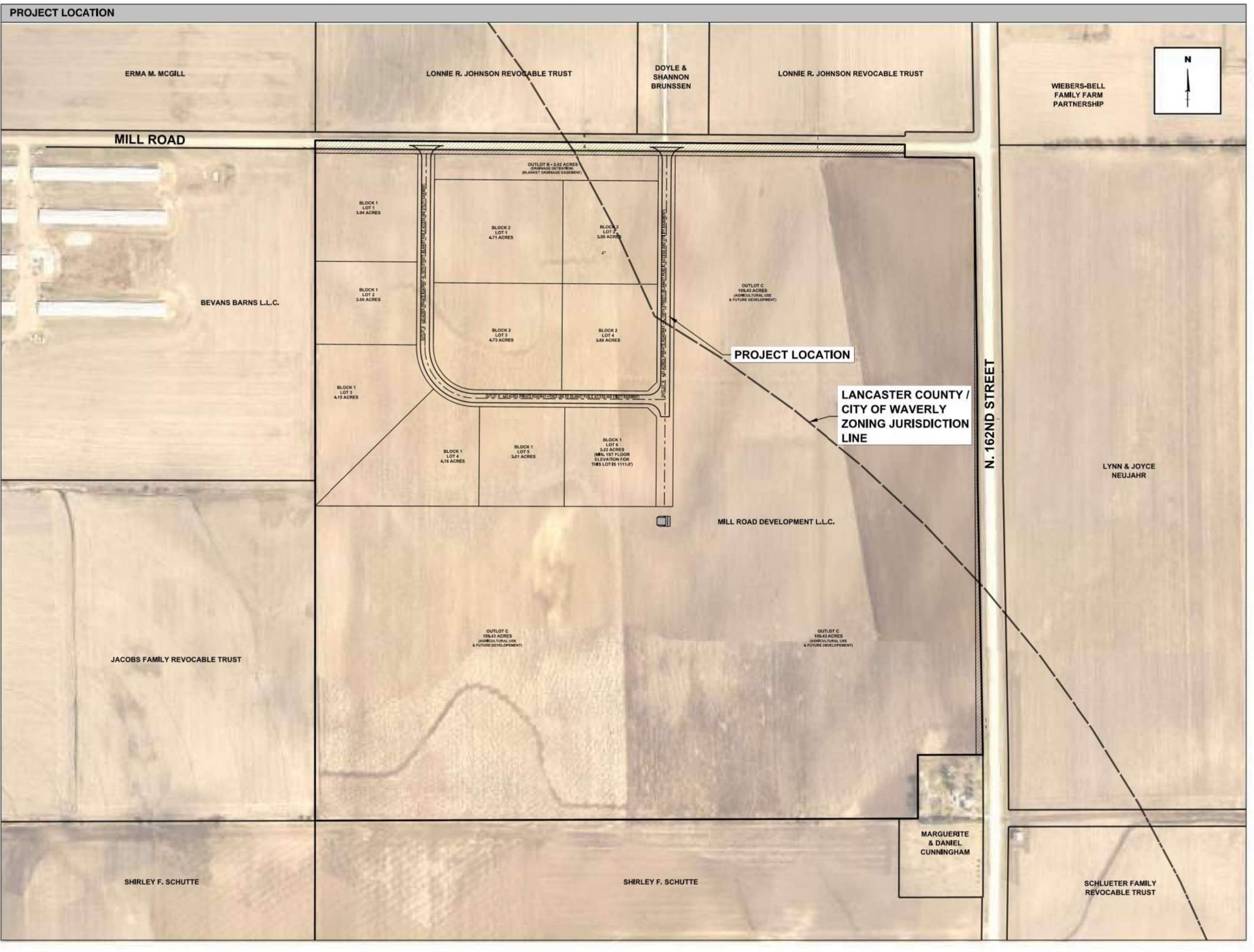
ENGINEER / PREPARER



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



- GENERAL NOTES**
- THE EXISTING REGISTERED WELL WILL BE USED FOR A COMMUNITY WATER SYSTEM. EACH LOT WILL BE REQUIRED TO HAVE ITS OWN WASTEWATER (SEPTIC) SYSTEM.
 - ALL PAVEMENT RETURN RADII TO BE 50' (MIN.) UNLESS OTHERWISE NOTED.
 - THE DEVELOPER AGREES TO COMPLY WITH THE DESIGN STANDARDS OF THE CITY OF WAVERLY FOR EROSION CONTROL AND SEDIMENTATION DURING AND AFTER LAND PREPARATION.
 - ALL ROADS ARE PROPOSED TO BE PRIVATE WITH BLANKET ACCESS AND UTILITY EASEMENTS ON OUTLOT A.
 - THE PROPOSED AREA IS CURRENTLY ZONED AGRICULTURAL (AG).
 - ALL DIMENSIONS ALONG CURVES ARE CHORD DISTANCES UNLESS NOTED OTHERWISE.
 - ALL ELEVATIONS ARE NAVD 1988.
 - PROPOSED INTERNAL LOT DIMENSIONS, SIZES AND CONFIGURATIONS SHOWN ARE CONCEPTUAL ONLY AND CAN BE ADJUSTED AT THE TIME OF FINAL PLATS.
 - SPECIFIC DETAILED PLANS FOR PARKING AND BUILDING LAYOUT WILL BE SUBMITTED WITH PLANS AS THEY ARE DEVELOPED AND SHALL BE APPROVED THROUGH THE BUILDING PERMIT PROCESS PROVIDED THEY MEET ZONING AND SETBACK REQUIREMENTS.
 - UNLESS OTHERWISE SHOWN, BUILDING ENVELOPES FOR INDIVIDUAL LOTS SHALL BE IN ACCORDANCE WITH THE CITY OF WAVERLY PLANNING AND ZONING REGULATIONS. BUILDING STRUCTURES INCLUDING EAVES, OVERHANGS, CANOPIES, PATIOS, ETC. CAN BE LOCATED ANYWHERE WITHIN THE LOT PROVIDED THEY DO NOT ENCROUGH ANY REQUIRED FRONT YARDS, SIDE YARDS, REAR YARDS, EASEMENTS OR EXTEND ACROSS LOT LINES. PARKING LOTS SHALL NOT ENCROUGH INTO PUBLIC ACCESS EASEMENTS ALONG ANY DESIGNATED ROADWAY. LOTS 2 AND 4 OF BLOCK 2 AND OUTLOTS B AND C ARE SUBJECT TO LANCASTER COUNTY ZONING REGULATIONS.
 - TOTAL USAGE: TOTAL BLOCKS - 2
TOTAL LOTS - 10 (LI ZONING)
TOTAL OUTLOTS - 3
 - A DEVELOPMENT ASSOCIATION SHALL BE CREATED TO MAINTAIN STORM WATER DETENTION CELLS AND OTHER PRIVATE IMPROVEMENTS.
 - ANY RELOCATION OF EXISTING UTILITY FACILITIES WILL BE AT THE DEVELOPER'S EXPENSE.
 - ALL PROPERTY CORNERS HAVE BEEN VERIFIED AND PROPERTY CORNER MONUMENTS FOUND OR SET BY A LICENSED SURVEYOR.
 - ALL CULVERTS SHALL HAVE EITHER A FLARED-END SECTION OR CONCRETE HEADWALL. GRADING SHALL BE CONSTRUCTED TO ALLOW FOR PROPER DRAINAGE THROUGH THE CULVERT.
 - THE DEVELOPER IS REQUIRED TO PROVIDE ALL TESTING RELATED TO IMPROVEMENT INSTALLATION IN COMPLIANCE WITH EITHER LANCASTER COUNTY DESIGN STANDARDS OR CITY OF WAVERLY DESIGN STANDARDS. BOTH ENTITIES SHALL RECEIVE REPORTS OF ALL TESTING RESULTS.
 - ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER.



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER AND I.T. LOTS 29 AND 34, SECTION 10, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

OWNER / DEVELOPER

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

DATE _____ MATT WARNER

SURVEYOR'S CERTIFICATION

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

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

ENGINEER'S CERTIFICATION

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

DATE _____ FRANK J. DOLAND E-7854

APPROVAL

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

DATE _____ PLANNING COMMISSION CHAIRMAN

DATE _____ ADMINISTRATIVE OFFICIAL

DATE _____ MAYOR



NO.	REVISIONS	DATE

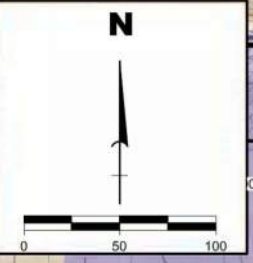
COVER

DC ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA



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MILL ROAD



NO.	REVISIONS	DATE

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(DRAINAGE DETENTION)
(BLANKET DRAINAGE EASEMENT)

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OUTLOT C
109.43 ACRES
(AGRICULTURAL USE
& FUTURE DEVELOPMENT)

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LOT 5
3.01 ACRES

BLOCK 1
LOT 6
3.22 ACRES
(MIN. 1ST FLOOR
ELEVATION FOR
THIS LOT IS 1111.0')

SITE PLAN

DC ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA



PROJECT: 112462.00
DATE: 11/25/2024
SHEET: 2 OF 9

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SW CORNER 1/2" x 1/4"
SEC. 19-1-148 FOUND 1" D P CRIMPED

DELTA=45°00'00"
L=182.96'
R=233.00'
T=96.51'
CH. BRG.=S67°05'53"E
CH. L=178.33'

DELTA=90°00'00"
L=314.16'
R=200.00'
T=200.00'
CH. BRG.=S44°35'53"E
CH. L=282.84'

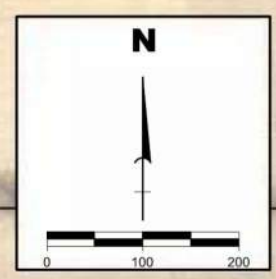
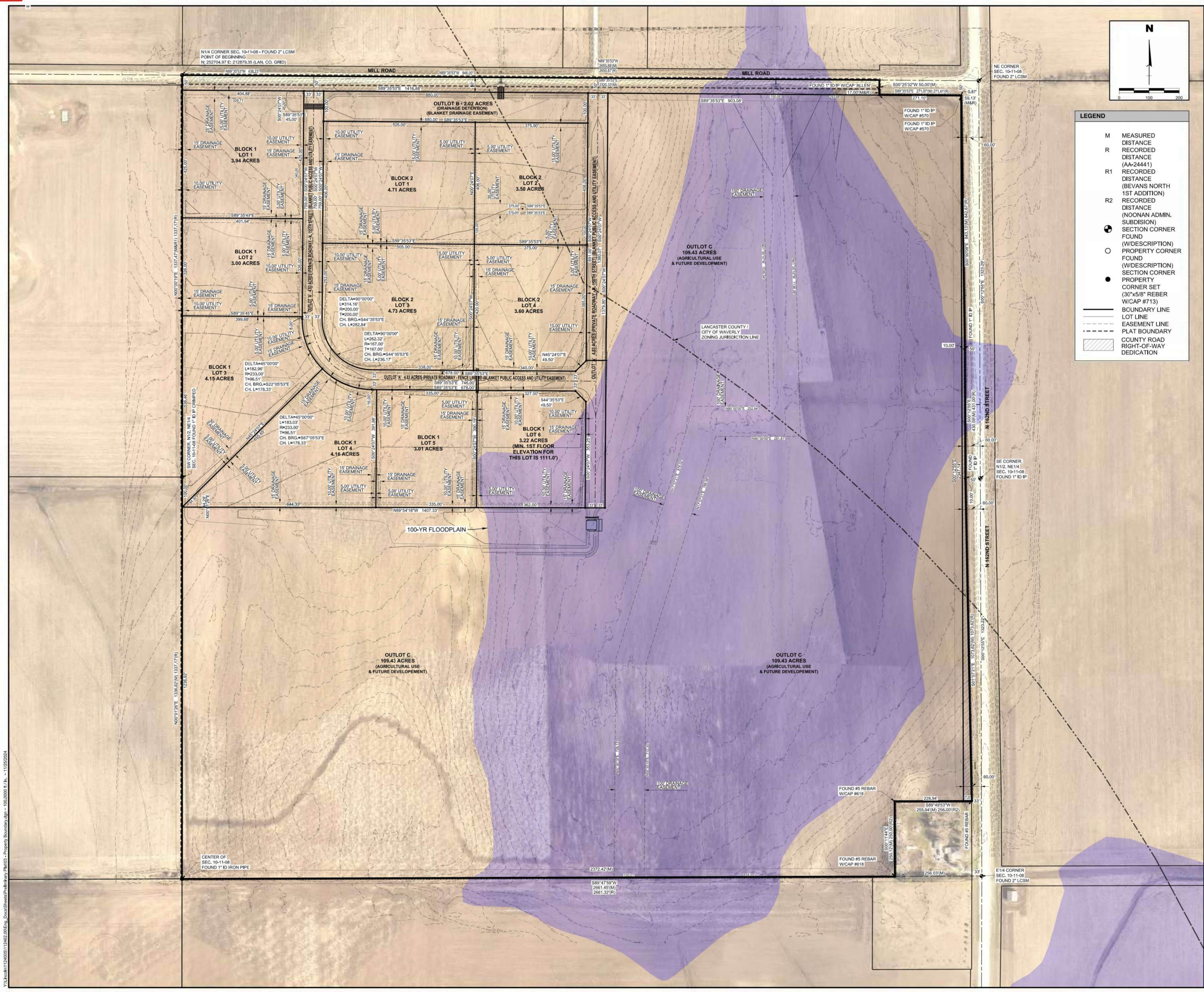
DELTA=90°00'00"
L=262.32'
R=167.00'
T=167.00'
CH. BRG.=S44°35'53"E
CH. L=236.17'

DELTA=45°00'00"
L=182.96'
R=233.00'
T=96.51'
CH. BRG.=S67°05'53"E
CH. L=178.33'

FLOOD PLAIN

N17°07'21"E 878.02'

N17°07'21"E 789.58'



LEGEND

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- R RECORDED DISTANCE (AA-24441)
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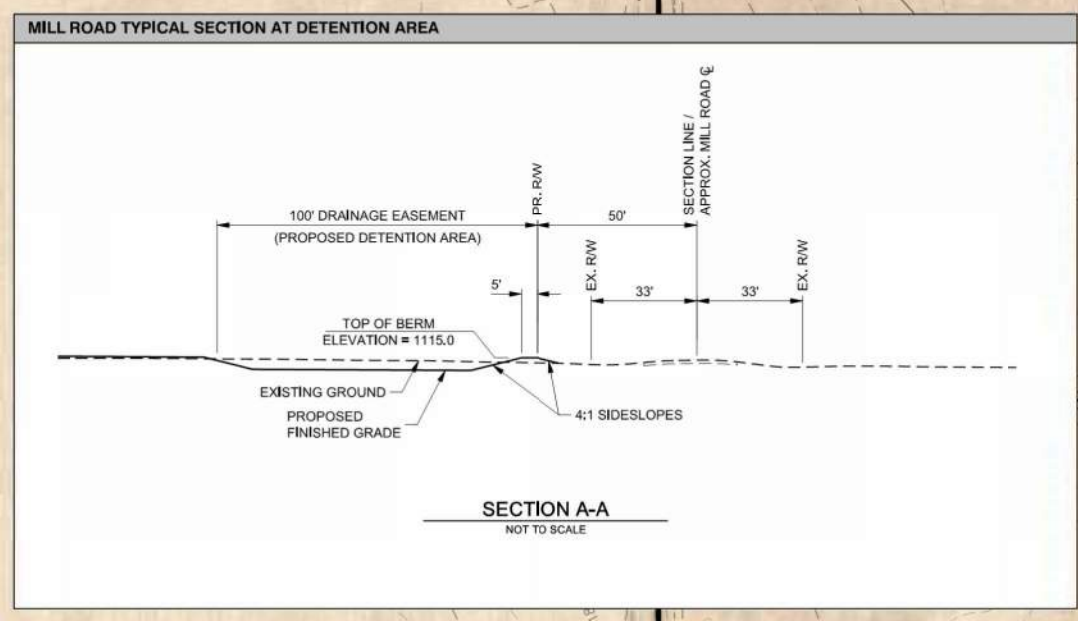
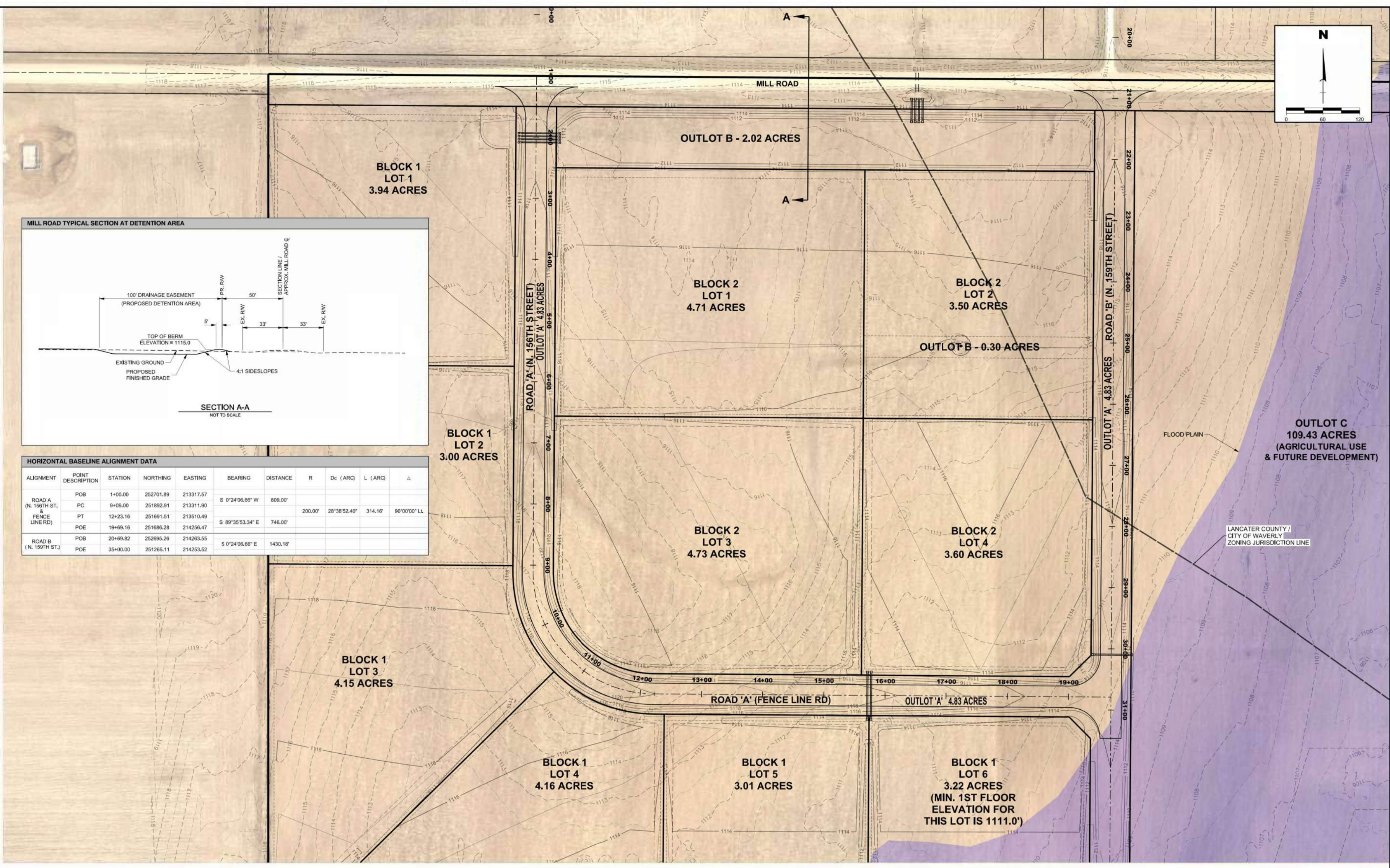
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**DC ADDITION
N 162ND ST & MILL ROAD
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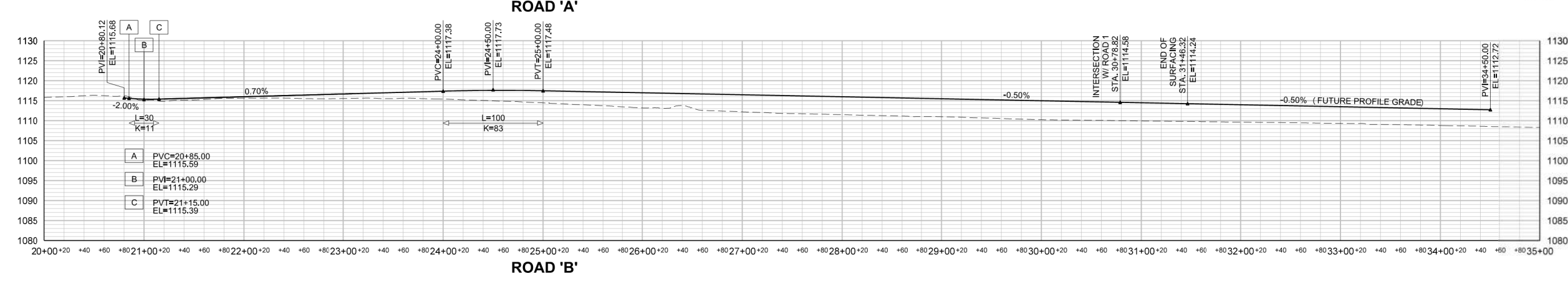
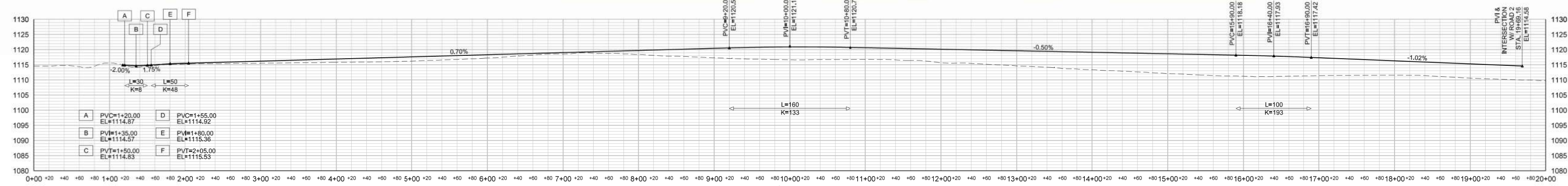
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	PC	9+09.00	251892.91	213311.90	S 0°24'06.66" W	809.00'				
	PT	12+23.16	251691.51	213510.49			200.00'	28°38'52.40"	314.16'	90°00'00" LL
	POE	19+69.16	251686.28	214256.47	S 89°39'53.34" E	746.00'				
ROAD B (N. 159TH ST.)	POB	20+69.82	252895.26	214263.55						
	POE	35+00.00	251285.11	214253.52	S 0°24'06.66" E	1430.18'				



NO.	REVISIONS	DATE

ROADWAY PLAN & PROFILES

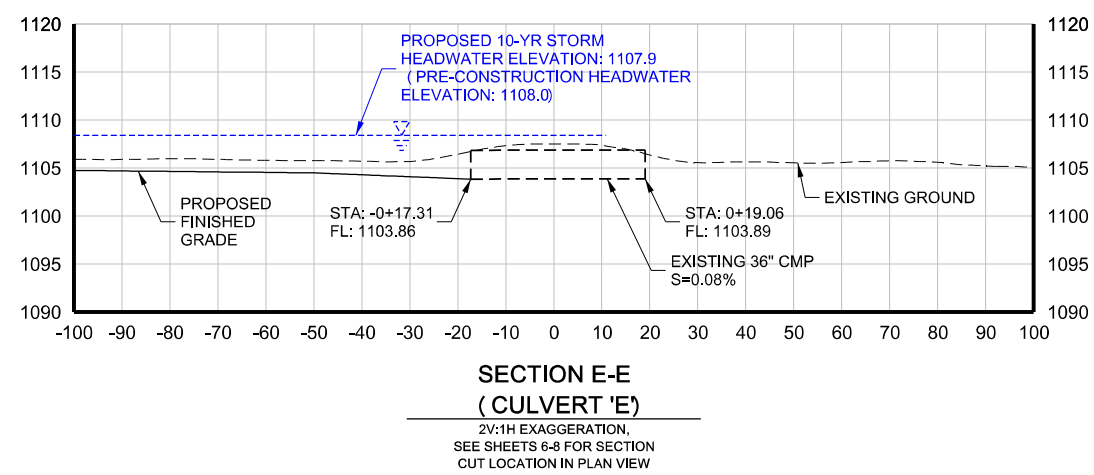
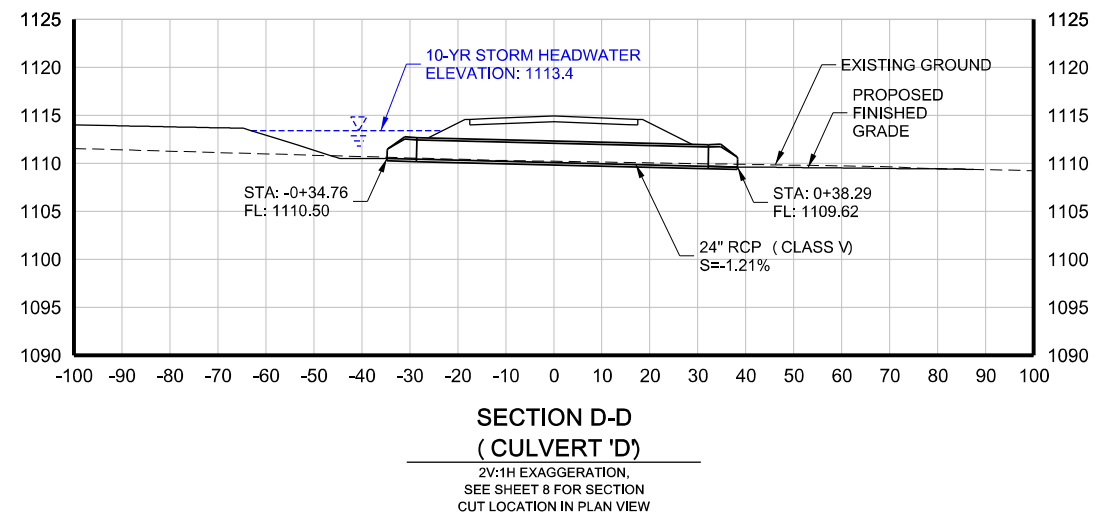
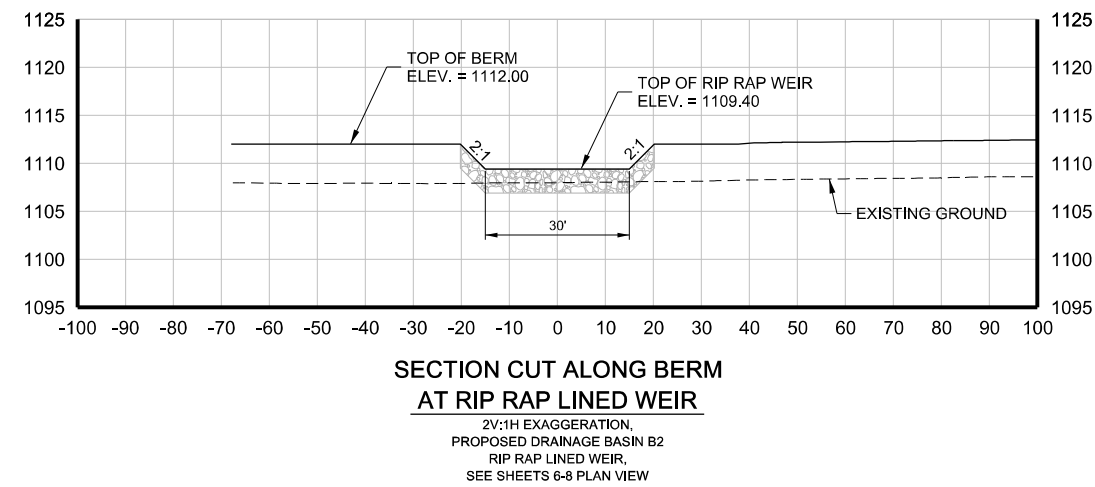
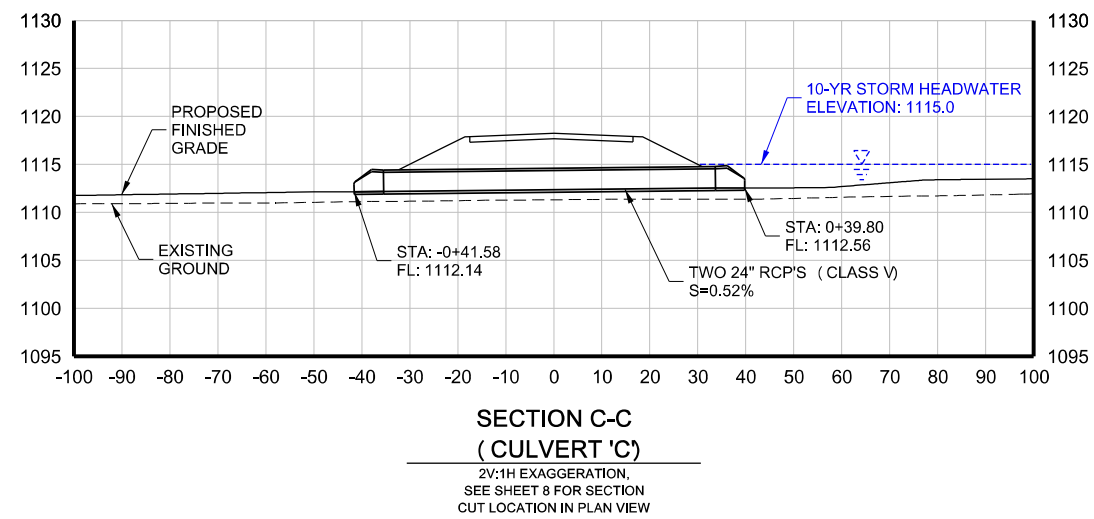
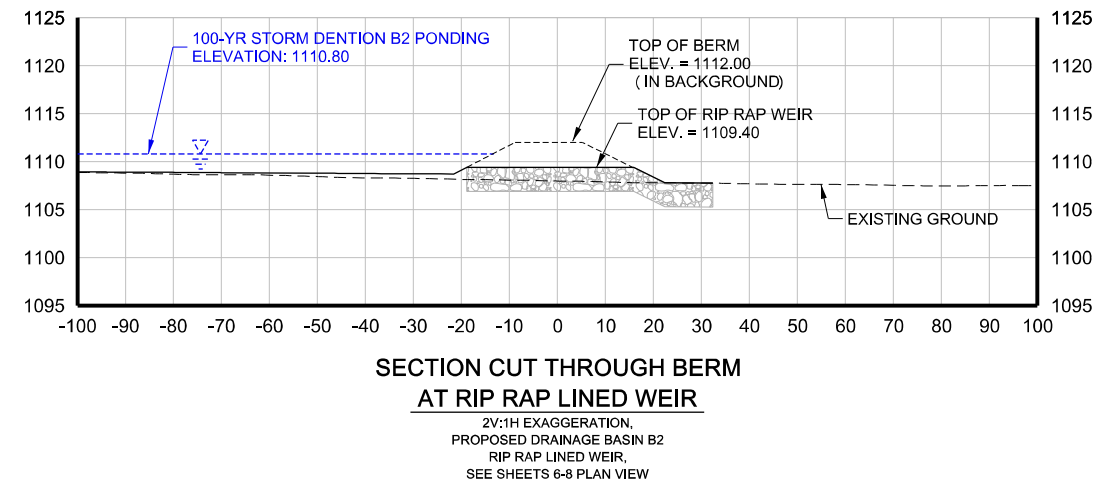
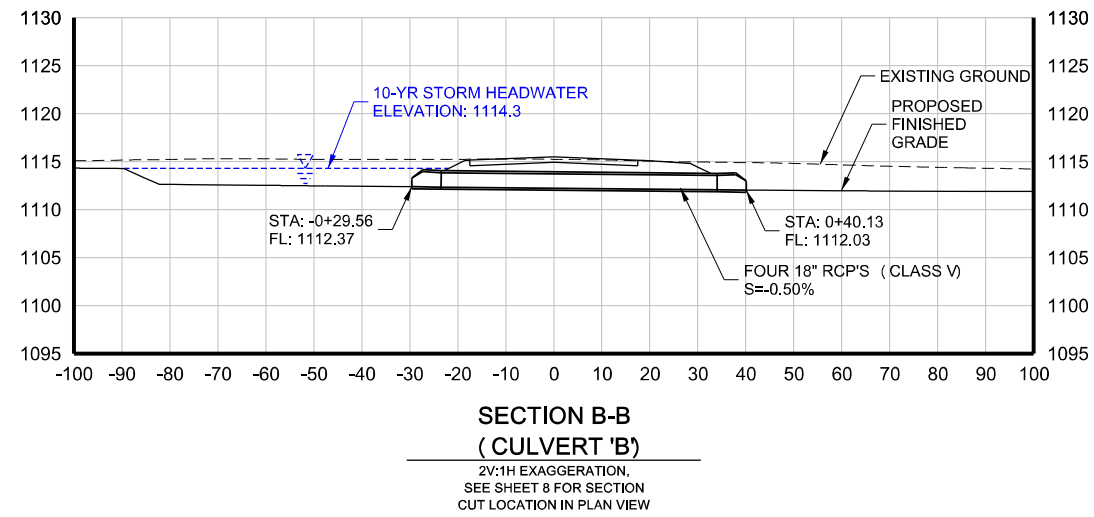
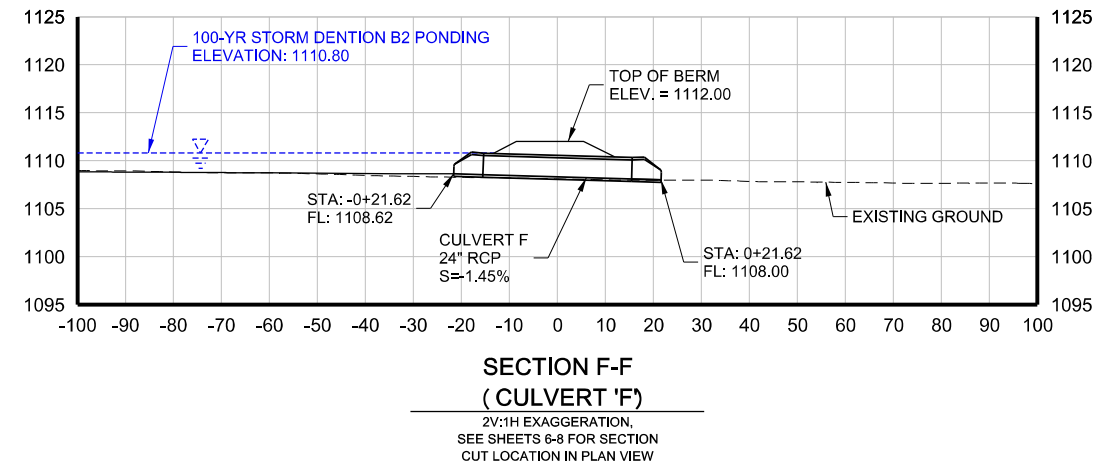
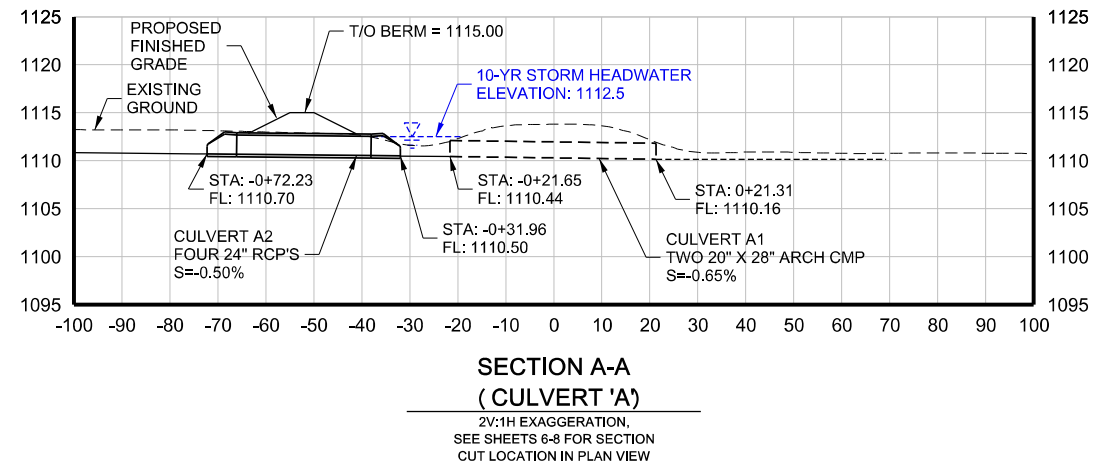
**DC ADDITION
N 162ND ST & MILL ROAD
WAVERLY, NEBRASKA**

benesch
Alfred Benesch & Company
625 N. Street, Suite 1000
Lincoln, NE 68508
402-479-2200

PROJECT: 112462.00
DATE: 11/25/2024
SHEET: 5 OF 9

Y:\Local\112462\112462-DC\Eng_Docs\Sheet\Profile\112462-DC-Roadway Plan\Profile - 60.0000 ft. - 11/25/2024

NO.	REVISIONS	DATE



CULVERT CROSS SECTIONS

DC ADDITION N 162ND ST & MILL ROAD WAVERLY, NEBRASKA



PROJECT 112462.00
DATE 11/25/2024

Y:\Jr\112462\112462_01\Eng_Docs\Sheets\Preliminary\Plan09 - Culvert Cross Sections.dgn - 20,000.0 (ft. - 11/25/2024)

ORDINANCE NO. 25-12

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

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

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

- Rezoning a Tract of Land Located in the West Half of the Northeast Quarter, Irregular Tract Lot 34 and Irregular Tract Lot 29, Section 10, Township-11-North, Range-8, East of the Sixth Principal Meridian, in Lancaster County, Nebraska from Agricultural (AG) District to Limited Industrial (LI) District as shown in Exhibit A.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

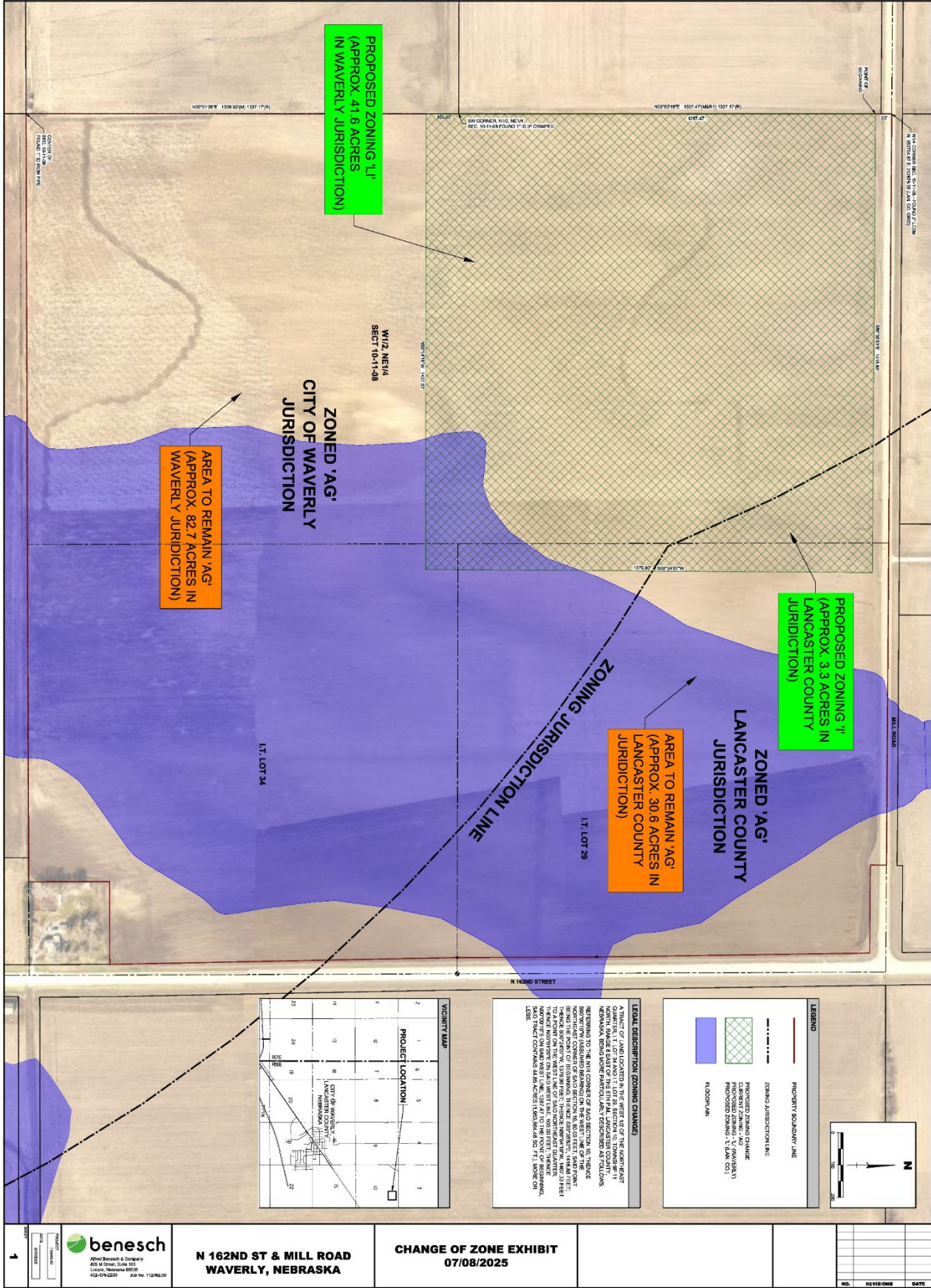
Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(SEAL)

V:\mcom1124020111462301\Eng_Docs\Exhibit\Change of Zone\Exhibit-102nd & Mill Road - Waverly_2025.07.28.dwg -- 100.0000 9.1 n. -- 7/20/2025



benesch
 Allied Business & Company
 800 N. 10th Street, Suite 101
 Lincoln, Nebraska 68508
 402-476-2200 Fax 402-476-2201

**N 162ND ST & MILL ROAD
 WAVERLY, NEBRASKA**

**CHANGE OF ZONE EXHIBIT
 07/08/2025**

NO.	REVISIONS	DATE



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

Date: June 27, 2025

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

CC: Stephanie Fisher, Abbey Pascoe, Megan Frye

From: Mike Palm, Building Inspector/Zoning Administrator

Subject: **Change of Zoning Request 25-05**

General Information:

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

Land area: Approx. 41.6 Acres

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

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

Existing Zoning: Agricultural (AG)

Propose Zoning: Limited Industrial District (LI)

Existing Land Use: Crops

Surrounding Land Use and Zoning:

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

Comprehensive Plan Considerations:

The Future Land Use Map designates this area as Industrial.

Analysis:

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

4. The portion to be rezoned fronts Bluff Rd (North) and is bound by a private property to the East (Mill Road Development), AG residence to the West (Bevans Barns), and private property to the South (Mill Road Development).
5. The portion to be rezoned is planned to be subdivided into 10 Limited Industrial use lots, Outlot A (Private roadway/blanket public access & utility easement), and Outlot B (Drainage/Detention easement).
6. Proposed Outlot C is to remain AG, per the Change of Zone Exhibit.
7. Portions of Block 1, Lot 6, Outlot A and Outlot C contain 1% Chance Annual Flood Risk Areas (100-year floodplain). A base flood elevation has been determined for development purposes. The city has received and reviewed the floodplain development permit application.
8. The plat has been peer reviewed by the city's engineering consultant and Lancaster County. All comments have been addressed by the developer's engineer.
9. The original DC Addition subdivision was approved by planning commission on 5/20/24. However, the area lies partly in Lancaster County's zoning jurisdiction, so their approval is also required. After Waverly approved the original plat, the county had additional comments and changes were made to the grading plans and overall footprint of the development – additional water detention areas were added adjacent to Mill Rd and lots were shifted to the south. The plat was never filed with the Register of Deeds, so the original plat is now considered null and void – therefore the plat will need to be re-approved by the city before Lancaster County will approve.
10. Grade work for the addition is substantially complete and street signage is installed.
11. Based on the information provided, I recommend approval of the zoning change request.

RESOLUTION NUMBER 25-13

RESOLUTION APPROVING THE DC 1st ADDITION FINAL PLAT

WHEREAS, the Waverly Planning Commission has reviewed the proposed DC 1st Addition Final Plat and is recommending approval, and

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

WHEREAS, the DC 1st Addition meets the requirements of the Waverly Comprehensive Plan Subdivision Requirements.

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

PASSED AND APPROVED THIS 22nd DAY OF JULY, 2025.

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Assistant

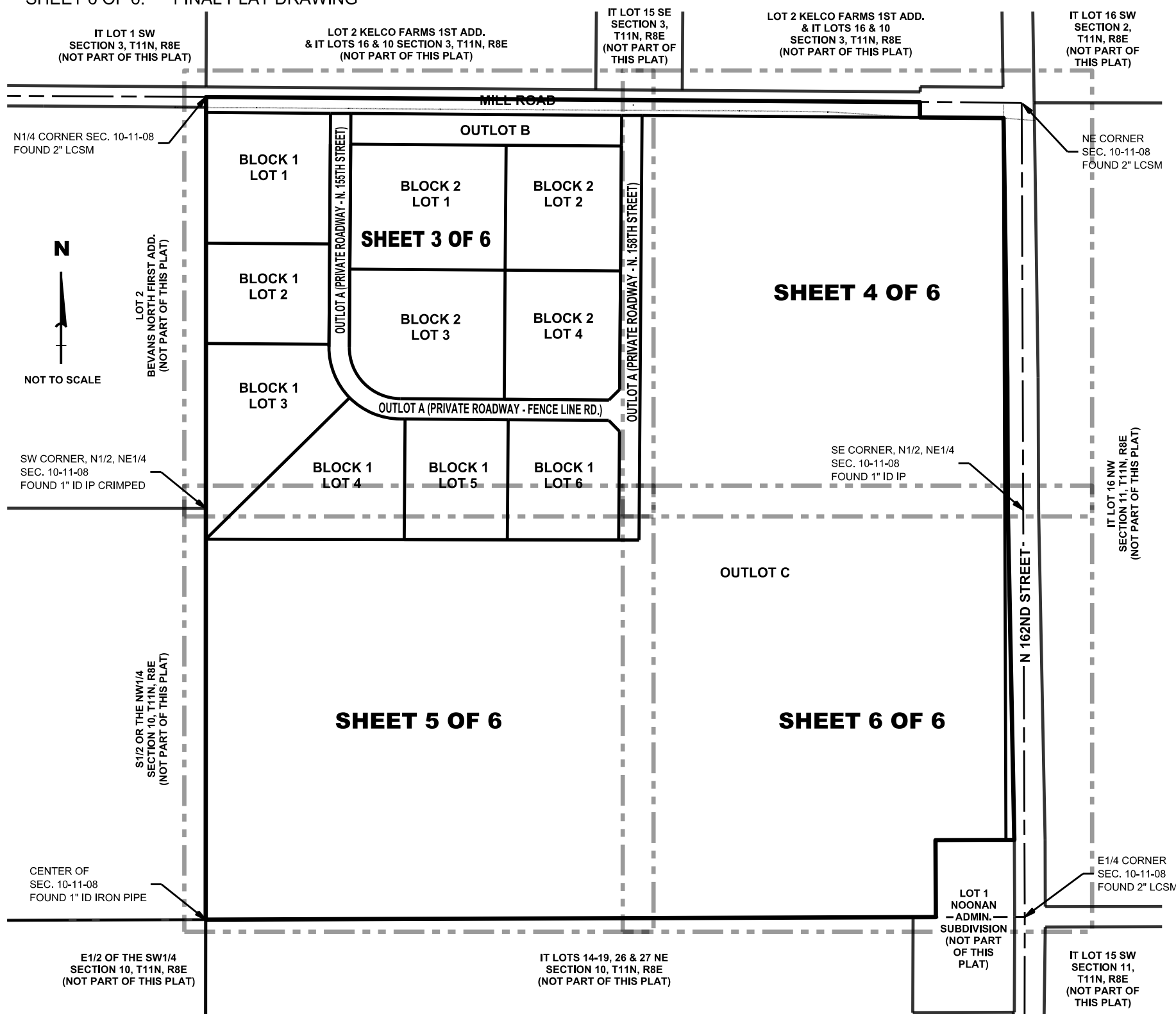
(SEAL)

DC 1ST ADDITION

FINAL PLAT
(BASED UPON THE PRELIMINARY PLAT OF DC ADDTION
[Reso PC-01916] DATED 6/26/2024)

INDEX OF SHEETS

- SHEET 1 OF 6: FINAL PLAT DEDICATION, ACKNOWLEDGEMENT OF NOTARY, PLANNING DIRECTOR'S APPROVAL, SURVEYOR'S CERTIFICATE AND LEGAL DESCRIPTION
SHEET 2 OF 6: LIEN HOLDER CONSENT AND SUBORDINATION
SHEET 3 OF 6: FINAL PLAT DRAWING AND LEGEND
SHEET 4 OF 6: FINAL PLAT DRAWING AND SECTION CORNER TIES
SHEET 5 OF 6: FINAL PLAT DRAWING
SHEET 6 OF 6: FINAL PLAT DRAWING



FINAL PLAT DEDICATION

THE FOREGOING PLAT, KNOWN AS DC 1ST ADDITION, AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED, THE SOLE OWNER(S), AND THE EASEMENTS SHOWN THEREON ARE HEREBY GRANTED IN PERPETUITY TO LANCASTER COUNTY, NEBRASKA; WINDSTREAM NEBRASKA, INC.; TIME WARNER CABLE MIDWEST, LLC; BLACK HILLS ENERGY; AND NORRIS PUBLIC POWER DISTRICT, THEIR SUCCESSOR, ASSIGNS, AND PERMITTEES; TO ALLOW ENTRY FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPAIR, OPERATION AND MAINTENANCE OF WIRES, CABLES, CONDUITS, FIXTURES, POLES, TOWERS, PIPES, AND EQUIPMENT FOR THE DISTRIBUTION OF ELECTRICITY AND GAS; TELEPHONE AND CABLE TELEVISION; WASTEWATER COLLECTORS; STORM DRAINS; WATER MAINS AND ALL APPURTENANCES THERETO, OVER, UPON, OR UNDER THE EASEMENTS AS SHOWN ON THE FOREGOING PLAT. THE CONSTRUCTION OR LOCATION OF ANY BUILDING OR STRUCTURE, EXCLUDING FENCES, OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON SHALL BE PROHIBITED. LANCASTER COUNTY, NEBRASKA, ITS SUCCESSORS, ASSIGNS, AND PERMITTEES ARE HEREBY HELD HARMLESS FOR THE COST OF REPLACEMENT OR DAMAGE TO ANY IMPROVEMENT OR VEGETATION OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON AND OVER OUTLOT B.

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

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

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

LOTS ARE ALLOWED TWO (2) ACCESS POINTS, AND THEY SHALL BE ONTO THE PRIVATE ROADWAY.

THE RIGHT-OF-WAY ALONG MILL ROAD AND N. 162ND STREET SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC.

CITY COUNCIL APPROVAL

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

DATE _____ MAYOR _____

DATE _____ CITY ADMINISTRATOR _____

PLANNING COMMISSION APPROVAL (CITY)

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

DATE _____ CHAIRMAN _____

ATTEST: CITY CLERK _____

PLANNING DIRECTOR'S APPROVAL (COUNTY)

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

PLANNING DIRECTOR _____

DATE _____

SURVEYOR'S CERTIFICATE

I, CORY L. REINKE, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I HAVE ACCURATELY SURVEYED THE FOREGOING PLAT, KNOWN AS DC 1ST ADDITION, A SUBDIVISION COMPOSED OF THE WEST HALF OF THE NORTHEAST QUARTER AND I.T. LOTS 29 AND 34 OF THE NORTHEAST QUARTER, OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N1/4 CORNER OF SAID SECTION 10; THENCE S89°35'53"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SECTION 10, 2320.33 FEET; THENCE S00°25'32"W, 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF MILL ROAD; THENCE S89°35'53"E ON SAID SOUTH RIGHT-OF-WAY, 271.97 FEET TO POINT ON THE WEST RIGHT-OF-WAY OF N 162ND STREET; THENCE ON SAID WEST RIGHT-OF-WAY FOR THE NEXT THREE (3) COURSES: 1) S00°50'08"E, 843.13 FEET, 2) S00°12'55"E, 430.59 FEET, 3) S01°07'21"E, 1073.62 FEET TO THE NORTHEAST CORNER OF LOT 1, NOONAN ADMINISTRATIVE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION, LANCASTER COUNTY, NEBRASKA; THENCE ON THE NORTH LINE OF SAID LOT 1 S89°49'53"W, 255.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST LINE OF SAID LOT 1, S00°11'44"E, 250.12 FEET TO A POINT OF THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID SOUTH LINE, S89°47'59"W, 2372.42 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER, N00°01'26"E, 1336.92 FEET; THENCE CONTINUING ON SAID WEST LINE, N00°00'19"E, 1337.47 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 157.60 ACRES (6,865,277.92 SQ. FT.), MORE OR LESS, OF WHICH 3.32 ACRES IS DEDICATED AS COUNTY ROAD RIGHT-OF-WAY.

PERMANENT MONUMENTS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS, LOT CORNERS, POINTS OF TANGENCY AND CURVATURE AS SHOWN ON THIS FINAL PLAT IN ACCORDANCE WITH TITLE 26 OF THE LINCOLN MUNICIPAL CODE. ALL DIMENSIONS ARE CHORD MEASUREMENTS UNLESS OTHERWISE SHOWN, AND ARE IN FEET AND DECIMALS OF A FOOT. SIGNED THIS _____ DAY OF _____ 2025

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

WITNESS MY HAND THIS ____ DAY OF _____, 2025.

MATT WARNER
PRESIDENT
MILL ROAD DEVELOPMENT, LLC.

ACKNOWLEDGEMENT OF NOTARY

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

ON THIS _____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME MATT WARNER, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THIS PLAT AS PRESIDENT, MILL ROAD DEVELOPMENT, LLC, A NEBRASKA CORPORATION, AND HE ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC _____

DC 1ST ADDITION

FINAL PLAT
(BASED UPON THE PRELIMINARY PLAT OF DC ADDTION
[Reso PC-01916] DATED 6/26/2024)

LIEN HOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIENS AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS DC 1ST ADDITION (HEREINAFTER "PLAT"), SAID LIENS BEING IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA AS INSTRUMENT NO. 2022051167 AND NO. 2022051168 (HEREINAFTER "LIENS"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIENS TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS, OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIENS AND HAS NOT ASSIGNED THE LIENS TO ANY OTHER PERSON.

NAME OF LIEN HOLDER: PINNACLE BANK

BY: _____

PRINTED NAME: KIRK SCHLUETER

TITLE: VICE PRESIDENT

STATE OF NEBRASKA)
COUNTY OF _____) s.s.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025,
BY KIRK SCHLUETER, VICE PRESIDENT, PINNACLE BANK ON BEHALF OF SAID PINNACLE BANK.

NOTARY PUBLIC

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON JULY 8, 2025

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 and City Attorney Mark Fahleson. Others present were Interim Fire Chief Jared Rains, Disaster Preparedness Manager Terry Spoor, and Nancy Patton. 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 24, 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

None.

SHERIFF’S REPORT

No report given.

PUBLIC COMMENTS

Nancy Patton thanked the city for fixing the railroad tracks. She has been in contact with council member with the possibility of putting in a sidewalk on the west side of N 144th St from Lancashire St to the trail to the park. Kids walk through snow and grass and don't go to the other side where there is a sidewalk. She'd like to see a splash pad on the north side of town.

APPROVAL OF MINUTES

Minutes of the June 24, 2025 City Council Meeting

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for Payment

Claims for Payment: June 25th - July 8th, 2025		
Group A		
Vendor	Description	Amount
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
ADP Fees	Payroll Fees	\$ 381.53
ADP Payroll	Payroll	\$ 74,260.54
Allo Communications	Phone/Internet Services	\$ 938.78
Angela Hagaman	Pool supplies 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	Pool supplies reimbursement	\$ 49.98
Christopher Davis	Waverly Fire Member Stipends	\$ 70.00
Colonial Life	Insurance	\$ 43.92
Crescent Electric Supply Co.	Supplies	\$ 264.14
CS Concrete LLC	Supplies	\$ 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 service	\$ 2,900.00
Horizon Bank	Monthly ACH Fees	\$ 10.00
Interstate All Battery Center	Supplies	\$ 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, N 134 th & 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
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 & Supplies	\$ 247.78
Menards-Lincoln North	Supplies	\$ 204.96
Michael McClellan	Waverly Fire Member Stipends	\$ 175.00
Midwest Laboratories, Inc.	Lab fees	\$ 110.27
Miller Seed	Supplies	\$ 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
Nebraska Fire Chiefs Assoc.	Fire Chief Membership	\$ 25.00
Neilly Photography & Design	Services	\$ 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
Pinnacle Bank	Supplies, conferences, equip. repair	\$ 7,539.90
Production Creek Specialty Adv	Youth rec/swim team/employee clothing	\$ 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	Supplies	\$ 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	\$	346.44
RecDesk	Swim lesson refund	\$	50.00
RecDesk	Pool party deposit refunds	\$	1,000.00
	Claims Group A Total	\$	645,207.21

Council Member Jespersen moved to approve Claims Group A in the amount of \$645,207.21. 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.

TREASURER’S REPORT AND BUDGET & EXPENSE REPORT

Council Member Jespersen moved to approve Treasurer's Report and Budget & Expense Report. 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.

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 25-12 Approving Additional Fire/Rescue Department Member.

Council Member Jespersen moved to approve Resolution 25-12 Approving Additional Fire/Rescue Department Member. Council Member Nielson seconded the motion.

Council Members thanked McClellan for joining Waverly Fire/Rescue; father is longtime WFR member Michael McClellan.

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

INTRODUCTION OF ORDINANCES

None.

INTRODUCTION TO BUSINESS AND COMMUNICATIONS

Consideration of a bid from Huber Technology, Inc for maintenance on the sludge press in an amount not to exceed \$24,141.78.

Council Member Jespersen moved to approve a bid from Huber Technology, Inc for maintenance on the sludge press in an amount not to exceed \$24,141.78. 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.

Consideration of the purchase of portable radios for the ambulance from Shaffer Communications, Inc in an amount not to exceed \$17,229.60.

Council Member Jespersen moved to approve the purchase of portable radios for the ambulance from Shaffer Communications, Inc in an amount not to exceed \$17,229.60. 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.

Consideration of Franchise Agreement between the City of Waverly and Spectrum Mid-America, LLC, locally known as Charter Communications.

Council Member Jespersen moved to approve a Franchise Agreement between the City of Waverly and Spectrum Mid-America, LLC, locally known as Charter Communications. Council Member Nielson seconded the motion.

City Attorney Fahleson provided information regarding franchise fees.

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

Consideration of Interlocal Agreement between City of Waverly, Nebraska and Waverly Suburban Fire District.

Council Member Jespersen moved to approve an Interlocal Agreement between City of Waverly, Nebraska and Waverly Suburban Fire District. Council Member Nielson seconded the motion.

City Attorney Fahleson stated an amount is required in section 2.2 a) Cost-Sharing, and City Administrator Fisher stated the amount is \$419,161.50.

Disaster Preparedness Manager Terry Spoor provided comments, representing himself as a citizen of Waverly. Spoor pointed out this agreement does not detail the specifications of services provided, response time, and level of care, which is of utmost importance of Waverly residents, not a pretty fire station with nice, pretty fire trucks. Spoor expressed the importance of qualifications, training, education, and certifications of fire department members to handle various situations related to fire calls, emergency medical/paramedic, rescue operations, hazardous materials, and handling equipment to respond appropriately.

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

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Stark

Council Member Stark reported there was a leak in the air compressor at the Aquatic Center and has been fixed. Tryouts for select teams have fields reserved. Baseball season is winding down for the season and they are starting some field maintenance: top dressing of Field 1, possibly 2 and 3, Quotes for a new fertilizer spreader. Overseeding and leveling out soccer fields at Lawson Park and treated the baseball fields and began to winterize. Mayor Pascoe reported flag football registration is open and closes July 25; need more 4th and 5th graders to join the league--can be any kids, not just Waverly kids. Fall soccer registration is open and closes Aug 1. Coed adult softball is open and closes end of week.

Public Works (Utilities & Street): Council Member Delahoyde

Council Member Delahoyde reported they were busy preparing the streets for the Fourth of July and a lot of activities related to that. City Administrator Fisher reported they have been working on locates, including in Waverly Ridge since they are putting in the electrical there. Mayor Pascoe stated the streetlights are up on Amberly Road and look nice.

Public Health (Fire & Safety): Council Member Jespersen

No report.

Fiscal & Economic Development: Council Member Nielson

No report.

City Administrator Fisher

City Administrator Fisher reported I am working through budget items, so it is a busy month. Mayor Pascoe reported the Fourth of July Parade went well and the first ever homerun derby was successful with over 85 entries. Fisher added there were 35-40 kids who participated in the bike race. Council Member Delahoyde reported there were a lot of kids participating in the kiddie bike parade and the money dive at the Aquatic Center was also successful. Delahoyde advised several longtime residents reported this was the most people we've ever had along the parade route, which is good to hear. Pascoe stated we got a note from our Grand Marshal, Mrs. Darleen Marolf—she was thrilled to be chosen as the Grand Marshal again and she loves Waverly.

EXECUTIVE SESSION

Council Member Nielson moved to go into Executive Session to protect the public interest, receive legal advice, and to discuss negotiation strategy relating to possible real estate and acquisitions. Council Member Delahoyde 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.

Mayor Pascoe declared Closed Session at 6:28 p.m. Those present in Executive Session were Mayor Pascoe, Council Members Jespersen, Nielson, and Delahoyde, City Administrator Fisher, and City Attorney Fahleson. No action was taken during Executive Session.

Council Member Jespersen declared Open Session at 7:17 p.m.

Council Member Nielson moved to leave Executive Session at 7:17 p.m. Council Member Delahoyde 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.

ADJOURNMENT

Council Member Nielson moved to adjourn the meeting at 7:18 p.m. Council Member Stark 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.

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Assistant

Claims for Payment: July 9th - 22nd, 2025

Group A			
Vendor	Description	Amount	Date Paid
ADP Fees	Payroll Fees	\$ 304.44	7/18/2025
ADP Payroll	Payroll	\$ 78,219.68	7/25/2025
Aerzen USA Corp.	WWTP blower parts	\$ 962.02	
Aqua-Chem, Inc.	Pool chemicals	\$ 1,412.60	
Blue Cross Blue Shield NE	Health Insurance	\$ 19,288.02	7/1/2025
Blue Cross Blue Shield NE	Health Insurance	\$ 17,780.89	8/1/2025
BOK Financial	Pay down 2023 municipal bond	\$ 1,000,000.00	8/7/2025
City Of Lincoln	Radio Systems & Maint. Fees	\$ 658.00	
Core & Main	Meter & Readout Purchase	\$ 917.01	
Cubby's, Inc.	Fuel	\$ 2,375.39	
DP Plumbing Co.	Water line repair, toilet repair	\$ 485.30	
Faller Landscape	Street trees - ANP & Riley	\$ 10,710.00	
Frontier	Cornerstone Plus	\$ 65.00	
Grainger	Lab supplies	\$ 113.29	
Guardian	Life & Vision Insurance	\$ 1,177.66	
Hawkins, Inc.	Supplies	\$ 5,072.96	
Holiday Inn Express-Gl	Room charges - fire school	\$ 1,795.50	
Hometown Leasing	FD Copier	\$ 71.48	
JEO Consulting Group, Inc.	Oak Lane & Danvers Water Main	\$ 27,647.50	
John Hancock USA	Retirement	\$ 3,032.67	7/25/2025
Kriha Fluid Power-Lincoln	Skid loader repair	\$ 347.64	
Landscape Alternatives	Parks & cemetery landscaping services, street tree services	\$ 2,860.00	
LARM	Change to frisbee golf property insurance	\$ (1,602.08)	
Life-Assist, Inc.	Medical Supplies	\$ 2,199.30	
Lincoln Electric System	Electricity	\$ 17,848.90	
Menards-Lincoln North	Well 4 & 5 repair, cleaning supplies, bike rack install supplies	\$ 181.87	
Mutual of Omaha	Life & Vision Insurance	\$ 39.87	
Nadia Koval	Cleaning Service	\$ 439.23	
Nebraska Dept. of Revenue	Lottery Tax	\$ 12,410.00	
Nebraska Landscape Solutions	Fertilizer	\$ 2,720.00	
NE Public Health Environ.Lab	Lab Fees	\$ 333.00	
Olsson	Waverly Ridge Construction	\$ 26,544.30	
One Billing Solutions	June 2025 Billing-EMS	\$ 1,543.16	
Pavers Inc.	Hot mix asphalt	\$ 243.20	
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 125.75	8/10/2025
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 503.85	8/10/2025
Petty Cash	Postage	\$ 58.08	
Point C	Health Reimbursement Account	\$ 468.00	
Rembolt Ludtke LLP	TIF/CRA Matters	\$ 1,763.00	
Rembolt Ludtke LLP	Legal Fees	\$ 3,000.00	
Shaffer Communications	Batteries & microphones	\$ 803.20	
Star City Heating, Cooling, Elec	Aquatic center a/c repair	\$ 833.00	
Stryker Sales, LLC	Powerload head support	\$ 84.75	
Stryker Sales, LLC	New ambulance O2 holder	\$ 164.45	
Stryker Sales, LLC	Powerload power cord assembly	\$ 28.08	
Stryker Sales, LLC	Powerload battery kit	\$ 826.80	
Stryker Sales, LLC	Stretcher & cot fastener	\$ 70,129.98	
Stryker Sales, LLC	Powered stair chair	\$ 15,374.43	
Titan Machinery-Lincoln	Skid steer parts	\$ 12.75	
Total Lawn Care LLC	FD exterior insect treatment	\$ 420.00	
U.S. Postmaster	Stamps/Postage	\$ 640.07	
ULINE	Spray paint	\$ 262.60	
Union Bank & Trust Co.	HSA Accounts	\$ 2,750.00	8/1/2025
Val Limited	Concession pizza	\$ 785.00	
Verizon Wireless	Phone Service	\$ 410.48	
Vessco, Inc.	Pumpheads	\$ 1,588.98	
Whitehead Oil Co.	Fuel	\$ 64.34	
RecDesk	Adult softball league refund	\$ 200.00	
RecDesk	Adult softball league refund	\$ 200.00	
RecDesk	Flag football refund	\$ 95.00	
RecDesk	Pool party deposit refunds (15)	\$ 1,500.00	
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 139.00	
Sam's Club	Candy for 4th of July parade - F.D. debit card purchase	\$ 148.33	
	Claims Group A Total	\$ 1,341,577.72	

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

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

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
January		\$32,992.14	\$29,189.49	\$29,531.36	\$32,688.55	\$32,284.36	\$33,172.54	\$46,014.14	\$41,917.94	\$46,648.43	\$90,625.85	\$103,786.45	\$105,194.37	\$104,708.89	\$125,496.52		
February		\$29,537.64	\$30,246.77	\$64,480.25	\$36,940.26	\$41,698.05	\$41,692.99	\$60,599.43	\$46,095.47	\$54,122.85	\$109,289.36	\$116,586.73	\$131,852.76	\$114,253.11	\$133,595.25		
March		\$26,920.56	\$26,887.71	\$30,457.12	\$35,161.97	\$35,290.80	\$40,821.47	\$40,219.57	\$42,933.14	\$42,610.56	\$75,928.93	\$99,352.41	\$95,771.88	\$82,176.63	\$123,786.47		
April		\$28,796.53	\$28,137.26	\$29,420.11	\$29,176.72	\$30,227.87	\$34,683.45	\$41,461.95	\$34,740.53	\$47,940.60	\$77,700.69	\$111,903.31	\$97,168.62	\$111,029.70	\$101,190.07		
May	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84	\$105,729.62	\$109,905.53		
June	\$21,243.02	\$32,198.24	\$28,426.22	\$38,672.07	\$31,794.65	\$33,427.73	\$40,781.58	\$45,768.13	\$41,378.54	\$52,572.46	\$99,944.43	\$95,376.36	\$111,660.31	\$96,112.09	\$112,449.89		
July	\$25,244.63	\$30,457.75	\$31,952.30	\$39,768.61	\$43,691.63	\$5,327.24	\$45,632.90	\$50,294.37	\$52,805.83	\$45,600.18	\$98,328.54	\$100,142.61	\$106,592.60	\$107,047.20	\$109,031.89		
August	\$29,839.16	\$36,192.83	\$33,585.11	\$32,131.22	\$31,226.35	\$44,897.74	\$48,886.02	\$51,641.21	\$50,411.52	\$59,379.70	\$107,707.62	\$121,477.70	\$130,326.31	\$99,092.02			
September	\$30,988.54	\$37,130.93	\$34,002.03	\$41,645.33	\$49,711.78	\$36,561.46	\$41,391.36	\$42,353.80	\$50,953.89	\$67,428.76	\$99,848.37	\$104,395.19	\$103,737.29	\$91,604.71			
October	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32	\$95,256.32			
November	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57	\$102,350.94	\$104,667.52			
December	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74	\$102,439.75	\$83,758.65			
Total Year	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,303,340.99	\$1,195,436.46	\$815,455.62	\$543,637.35	\$271,818.27
Monthly Ave	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$108,611.75	\$99,619.71	\$116,493.66		

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

2014	APRIL	33,181.11	6,687.00	0	-1,196.04	38,672.07	8,966.34
2014	MAY	36,039.59	4,958.98	0	-1,229.96	39,768.61	6,281.78
2014	JUNE	30,408.84	3,528.21	-812.08	-993.75	32,131.22	6,908.98
2014	JULY	38,778.88	4,319.77	-165.32	-1,288.00	41,645.33	10,423.14
2014	AUGUST	37,204.63	-1,042.67	0	-1,084.86	35,077.10	12,752.23
2014	SEPTEMBER	35,673.34	2,635.40	0	-1,149.26	37,159.48	6,890.30
2014	OCTOBER	32,755.32	1,097.64	-264.08	-1,007.67	32,581.21	6,242.33
2014	NOVEMBER	29,758.71	4,197.54	-256.71	-1,010.99	32,688.55	7,173.36
2014	DECEMBER	36,212.81	2,697.68	-827.75	-1,142.48	36,940.26	9,673.81
2015	JANUARY	31,430.17	4,819.28	0	-1,087.48	35,161.97	7,641.40
2015	FEBRUARY	28,073.66	2,005.43	0	-902.37	29,176.72	7,068.34
2015	MARCH	30,523.36	3,514.71	-1,252.45	-983.57	31,802.05	7,207.36
2015	APRIL	30,654.89	2,529.75	-406.65	-983.34	31,794.65	7,116.77
2015	MAY	39,248.01	5,794.91	0	-1,351.29	43,691.63	9,533.30
2015	JUNE	31,312.06	4,469.40	-3,589.35	-965.76	31,226.35	6,797.96
2015	JULY	37,820.92	13,511.27	-82.93	-1,537.48	49,711.78	10,182.40
2015	AUGUST	32,702.13	4,749.75	0	-1,123.56	36,328.32	8,532.32
2015	SEPTEMBER	34,772.93	2,776.84	-4.13	-1,126.37	36,419.27	7,182.17
2015	OCTOBER	32,438.30	3,694.75	-13,073.10	-691.8	22,368.15	8,275.22
2015	NOVEMBER	26,484.79	6,798.06	0	-998.49	32,284.36	5,183.27
2015	DECEMBER	35,027.68	8,361.67	-401.67	-1,289.63	41,698.05	5,382.21
2016	JANUARY	34,494.33	1,887.94	0	-1,091.47	35,290.80	7,568.79
2016	FEBRUARY	30,867.40	1,608.14	-1,312.79	-934.88	30,227.87	5,103.29
2016	MARCH	34,681.29	5,691.40	-54.64	-1,209.54	39,108.51	8,511.11
2016	APRIL	32,367.40	2,094.18	0	-1,033.85	33,427.73	6,657.25
2016	MAY	32,517.30	7,487.50	-34,512.80	-164.76	5,327.24	6,533.37
2016	JUNE	38,735.52	7,550.81	0	-1,388.59	44,897.74	9,915.06
2016	JULY	34,322.24	3,484.90	-114.91	-1,130.77	36,561.46	7,592.47
2016	AUGUST	36,751.30	3,824.29	-198.42	-1,211.32	39,165.85	7,313.30
2016	SEPTEMBER	42,023.77	6,704.04	-1.75	-1,461.78	47,264.28	8,791.01
2016	OCTOBER	34,633.96	1,616.05	0	-1,087.50	35,162.51	6,679.20
2016	NOVEMBER	32,423.73	1,774.77	0	-1,025.96	33,172.54	6,436.16
2016	DECEMBER	37,251.12	6,031.09	-299.75	-1,289.47	41,692.99	4,876.80
2017	JANUARY	33,469.65	8,614.34	0	-1,262.52	40,821.47	6,863.48
2017	FEBRUARY	33,713.45	2,042.68	0	-1,072.68	34,683.45	6,736.48
2017	MARCH	42,760.85	3,282.76	-1,234.16	-1,344.28	43,465.17	9,149.62
2017	APRIL	41,358.64	1,773.97	-1,089.74	-1,261.29	40,781.58	7,983.03
2017	MAY	43,807.66	3,357.01	-120.44	-1,411.33	45,632.90	11,624.63
2017	JUNE	43,258.55	7,245.94	-106.53	-1,511.94	48,886.02	9,277.24

2017	JULY	40,577.27	3,157.72	-1,063.48	-1,280.15	41,391.36	6,598.62
2017	AUGUST	41,702.65	5,463.01	-74.28	-1,412.74	45,678.64	10,427.95
2017	SEPTEMBER	50,678.98	2,160.87	-319.62	-1,575.61	50,944.62	13,695.11
2017	OCTOBER	41,192.29	8,828.54	0	-1,500.62	48,520.21	7,569.74
2017	NOVEMBER	43,767.24	5,067.77	-1,397.75	-1,423.12	46,014.14	7,294.89
2017	DECEMBER	53,503.31	8,970.33	0	-1,874.21	60,599.43	8,982.34
2018	JANUARY	40,067.17	1,396.30	0	-1,243.90	40,219.57	8,010.64
2018	FEBRUARY	38,328.66	4,632.29	-216.67	-1,282.33	41,461.95	4,361.85
2018	MARCH	44,653.78	8,958.04	0	-1,608.35	52,003.47	7,890.18
2018	APRIL	43,637.34	3,546.30	0	-1,415.51	45,768.13	7,859.35
2018	MAY	49,767.39	3,104.94	-1,022.46	-1,555.50	50,294.37	9,463.96
2018	JUNE	43,510.52	10,623.77	-895.93	-1,597.15	51,641.21	6,832.18
2018	JULY	42,122.29	1,937.52	-396.1	-1,309.91	42,353.80	5,827.99
2018	AUGUST	50,970.75	2,716.68	0	-1,610.62	52,076.81	13,293.29
2018	SEPTEMBER	39,643.73	3,818.97	0	-1,303.88	42,158.82	6,262.15
2018	OCTOBER	43,991.20	2,897.28	0	-1,406.65	45,481.83	7,533.17
2018	NOVEMBER	44,139.20	4,058.28	-4,983.11	-1,296.43	41,917.94	7,449.37
2018	DECEMBER	43,301.31	4,219.79	0	-1,425.63	46,095.47	8,658.42
2019	JANUARY	41,778.46	2,831.79	-349.28	-1,327.83	42,933.14	8,634.39
2019	FEBRUARY	37,753.03	2,595.61	-4,533.66	-1,074.45	34,740.53	4,058.98
2019	MARCH	45,207.29	3,487.95	-0.9	-1,460.83	47,233.51	8,965.99
2019	APRIL	41,931.04	1,671.25	-944	-1,279.75	41,378.54	7,105.21
2019	MAY	50,371.66	4,608.31	-540.97	-1,633.17	52,805.83	15,575.91
2019	JUNE	47,239.73	4,730.91	0	-1,559.12	50,411.52	6,902.70
2019	JULY	52,092.06	3,821.66	-3,383.94	-1,575.89	50,953.89	9,424.54
2019	AUGUST	47,578.92	11,900.44	0	-1,784.38	57,694.98	7,477.22
2019	SEPTEMBER	53,124.03	7,130.98	0	-1,807.65	58,447.36	11,382.61
2019	OCTOBER	43,090.84	4,687.33	-1,069.43	-1,401.26	45,307.48	8,105.56
2019	NOVEMBER	44,966.28	3,124.88	0	-1,442.73	46,648.43	8,702.34
2019	DECEMBER	51,145.06	4,651.69	0	-1,673.90	54,122.85	7,878.82
2020	JANUARY	42,943.97	1,004.86	-20.42	-1,317.85	42,610.56	8,420.51
2020	FEBRUARY	43,897.77	5,525.53	0	-1,482.70	47,940.60	6,559.23
2020	MARCH	42,056.98	3,509.49	-139.32	-1,362.81	44,064.34	7,372.41
2020	APRIL	41,704.64	12,631.43	-137.66	-1,625.95	52,572.46	2,409.46
2020	MAY	43,803.00	3,207.49	0	-1,410.31	45,600.18	4,510.43
2020	JUNE	55,131.98	6,084.21	0	-1,836.49	59,379.70	12,180.94
2020	JULY	66,198.05	3,798.16	-482.02	-2,085.43	67,428.76	18,066.18
2020	AUGUST	54,937.26	2,161.42	0	-1,712.96	55,385.72	11,556.38
2020	SEPTEMBER	56,125.69	2,273.75	0	-1,751.98	56,647.46	9,608.01

2020	OCTOBER	89,776.04	3,466.82	0	-2,797.29	90,445.57	18,153.45
2020	NOVEMBER	86,949.10	6,479.61	0	-2,802.86	90,625.85	21,547.71
2020	DECEMBER	108,576.77	4,092.67	0	-3,380.08	109,289.36	23,446.26
2021	JANUARY	74,598.19	4,558.11	-879.05	-2,348.32	75,928.93	13,386.75
2021	FEBRUARY	72,896.15	7,312.07	-104.42	-2,403.11	77,700.69	12,505.52
2021	MARCH	93,083.13	3,284.28	-2.9	-2,890.94	93,473.57	14,828.07
2021	APRIL	98,712.24	5,293.21	-969.96	-3,091.06	99,944.43	23,661.01
2021	MAY	97,187.83	4,222.15	-40.35	-3,041.09	98,328.54	25,823.99
2021	JUNE	108,982.91	2,055.87	0	-3,331.16	107,707.62	29,613.97
2021	JULY	95,408.95	7,528.82	-1.31	-3,088.09	99,848.37	18,159.99
2021	AUGUST	99,081.53	3,997.38	0	-3,092.37	99,986.54	19,045.36
2021	SEPTEMBER	95,169.14	26,490.83	0	-3,649.80	118,010.17	14,982.49
2021	OCTOBER	84,890.49	4,810.38	0	-2,691.03	87,009.84	9,257.17
2021	NOVEMBER	99,432.30	7,571.35	-7.31	-3,209.89	103,786.45	13,258.56
2021	DECEMBER	117,320.03	2,872.48	0	-3,605.78	116,586.73	20,511.17
2022	JANUARY	94,993.99	7,431.17	0	-3,072.75	99,352.41	16,055.01
2022	FEBRUARY	100,863.32	14,500.92	0	-3,460.93	111,903.31	31,073.57
2022	MARCH	95,600.01	5,280.99	0	-3,026.43	97,854.57	16,791.29
2022	APRIL	98,630.99	5,313.40	-5,618.25	-2,949.78	95,376.36	18,250.98
2022	MAY	96,913.50	6,326.30	0	-3,097.19	100,142.61	22,080.80
2022	JUNE	119,936.26	5,303.56	-5.08	-3,757.04	121,477.70	35,999.23
2022	JULY	110,599.83	6,739.12	-9,715.04	-3,228.72	104,395.19	25,964.36
2022	AUGUST	115,315.14	8,057.78	0	-3,701.19	119,671.73	24,717.82
2022	SEPTEMBER	107,091.76	5,286.15	0	-3,371.34	109,006.57	20,853.84
2022	OCTOBER	97,831.00	6,146.73	-88,742.95	-457.04	14,777.74	17,684.55
2022	NOVEMBER	103,147.49	5,303.92	-3.61	-3,253.43	105,194.37	14,413.06
2022	DECEMBER	126,213.66	9,717.02	0.00	-4,077.92	131,852.76	19,582.54
2023	JANUARY	99,931.16	4,540.54	-5,737.80	-2,926.02	95,771.88	16,309.36
2023	FEBRUARY	92,450.77	7,723.06	0.00	-3,005.21	97,168.62	17,766.17
2023	MARCH	104,088.00	5,851.20	-5,308.44	-3,138.92	101,491.84	19,821.37
2023	APRIL	107,671.13	7,442.59	0.00	3,453.41	111,660.31	22,676.53
2023	MAY	99,774.64	10,985.95	-871.31	-3,296.68	106,592.60	15,819.03
2023	JUNE	116,964.50	17,405.68	-13.16	-4,030.71	130,326.31	34,107.82
2023	JULY	90,489.34	16,652.84	-196.52	-3,208.37	103,737.29	20,060.61
2023	AUGUST	106,653.66	11,652.42	-2.66	-3,549.10	114,754.32	20,898.64
2023	SEPTEMBER	94,484.67	11,064.11	-32.35	-3,165.49	102,350.94	17,374.97
2023	OCTOBER	89,704.24	15,907.81	-4.06	-3,168.24	102,439.75	19,912.75
2024	NOVEMBER	97,589.16	14,908.49	-4,550.34	-3,238.42	104,708.89	21,411.40
2024	DECEMBER	95,134.75	22,651.96	0.00	-3,533.60	114,253.11	12,711.15

2024	JANUARY	76,394.12	9,310.60	-986.54	-2,541.55	82,176.63	12,082.66
2024	FEBRUARY	103,146.31	11,657.40	-340.10	-3,433.91	111,029.70	31,303.95
2024	MARCH	101,023.80	7,990.16	-14.35	-3,269.99	105,729.62	18,011.46
2024	APRIL	89,290.02	9,800.04	-5.43	-2,972.54	96,112.09	16,984.55
2024	MAY	101,290.86	9,067.08	0.00	-3,310.74	107,047.20	25,940.79
2024	JUNE	95,653.49	6,662.89	-159.66	-3,064.70	99,092.02	25,619.52
2024	JULY	87,998.16	6,439.69	0.00	-2,833.14	91,604.71	14,076.87
2024	AUGUST	90,958.63	7,243.76	0.00	-2,946.07	95,256.32	15,569.72
2024	SEPTEMBER	105,512.30	13,132.88	-10,740.52	-3,237.14	104,667.52	21,204.49
2024	OCTOBER	84,153.55	8,735.27	-6,539.70	-2,590.47	83,758.65	16,601.42
2024	NOVEMBER	120,780.83	8,597.03	0.00	3,881.34	125,496.52	22,739.09
2024	DECEMBER	131,604.25	6,273.10	-150.29	-4,131.81	133,595.25	10,951.52
2025	JANUARY	118,540.78	9,103.41	-29.27	-3,828.45	123,786.47	28,771.09
2025	FEBRUARY	91,096.33	13,343.99	-120.66	-3,129.59	101,190.07	17,224.28
2025	MARCH	107,113.04	6,276.11	-84.48	-3,399.14	109,905.53	25,630.17
2025	APRIL	111,272.09	4,690.72	-35.09	-3,477.83	112,449.89	22,174.66
2025	MAY	108,480.84	6,417.81	-2,494.64	-3,372.12	109,031.89	21,232.57
2025							
2025							
2025							
2025							
	TOTALS			-\$250,034.12		\$10,224,438.66	

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

City of Waverly

June, 2025

Gross Sales

Waverly \$ 230,697.67

Gross Sales 100.00% **\$ 230,697.67**

Prizes (Payouts)

Waverly

Prizes (Payouts) 93.6817% **\$216,121.39**

Operator Commission 12.0000% \$27,683.72
(\$4,000.00)

City Share -5.9098% (\$13,633.83)
\$4,000.00

Uncollected Winnings 0.2282% \$526.39

Interest \$5.24

Still due resreve
Total to city **(\$9,102.20)**

YTD SALES \$ 2,062,730.35

City 7%min earned YTD \$144,391.12

Paid YTD \$103,271.25

Due City **\$41,119.87**

ORDINANCE NO. 25-13

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 110 OF THE WAVERLY MUNICIPAL CODE RELATING TO BUSINES LICENSING; FRANCHISES; C.A.T.V.; PAYMENT TO THE CITY

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

Section 1. That Subsection A of Section 110.43 contained within Chapter 110 of the Waverly Municipal Code be amended to read as follows:

§ 110.43 C.A.T.V.; PAYMENT TO THE CITY.

- A. The Company hereby agrees to pay annually to the City, during the term of this franchise granted hereunder and commencing from the date of institution of service to subscribers, the sum of ~~three percent (3%)~~ **five percent (5%)** of the total gross annual basic subscriber revenues as defined in §110.21(O).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(Seal)

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 shall be determined annually in coordination between 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)~~fourteen (14) 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 \$_____, 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. 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.

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

a) Formal Notices. All notices, requests, demands, and other communications required or permitted under this Agreement that relate to enforcement, default, indemnification, amendment, legal claims, or other formal matters ("Formal Notices") ~~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.~~ Formal Notices shall be addressed as follows, or to such other addresses as either Party may designate in writing 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

b) Operational Communications. Communications relating to the construction, operation, maintenance, scheduling, or day-to-day use of the jointly owned building or fire service operations shall be in writing and delivered by email or U.S. Mail as follows:

If to the City:

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

By Email:
cityadministrator@citywaverly.com

If to SFD:

By Mail:

Waverly Suburban Fire District

14001 Fletcher Avenue

Lincoln, NE 68527

By Email:

To both the President and the Secretary/Treasurer at their email addresses on file with the City

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)~~ ten (10) 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)~~ fourteen (14) calendar days. If no response is received within the applicable time period, the SFD's approval shall be deemed granted. The SFD shall not unreasonably 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

| [4915-5306-8631, v. 14903-0017-8002, v. 1](#)