

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on April 28, 2026 at 6:00 PM. This meeting will be held at the Waverly City Office Building, 14130 Lancashire, Waverly, NE 68462. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

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

All items listed with an asterisk (*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
 - 1.f) Proclamations and Presentations
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
 - 5.a) *Minutes of the April 14, 2026 City Council Meeting
6. **Consideration of Claims and Financial Reports**
 - 6.a) Claims for Payment
 - 6.b) Keno & Sales Tax Reports
 - 6.c) Annual Tax Increment Financing Report
7. **Introduction of Resolutions**
8. **Introduction of Ordinances**
9. **Introduction of Business and Communications**
 - 9.a) Consideration of an agreement with The Schemmer Associates Inc for engineering services for the Intersection of N 148th Street & Hwy 6 Road in an amount not to exceed \$232,500.00.
 - 9.b) Consideration of a bid from Sargent Drilling for additional test pumping on Test Well located at Existing Well Site #2 in an amount not to exceed \$13,181.00.
 - 9.c) Consideration of an agreement with JEO Consulting Group, Inc for engineering services for the New Well Project in an amount not to exceed \$118,000.00.
 - 9.d) *Consideration of approving a contract/lease agreement with Eakes Office Solutions for printing and copying services, and authorizing the City Administrator to execute all necessary documents related to the agreement.
 - 9.e) Consideration of the purchase of Caselle hosted software and services for Financial Management and Utility Billing in an amount not to exceed a one-time fee of \$60,811.00 and an annual platform fee of \$33,200.00, with only \$30,405.50 due at signing and the remainder to be paid in fiscal year 2026-2027, and authorizing the mayor to sign any necessary documents.
10. **Committee Reports**

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

11. Adjournment

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

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

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

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON APRIL 14, 2026

CALL TO ORDER

Mayor Abbey Pascoe called the Meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Pascoe acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Pascoe and Council Members Aaron Delahoyde, David Jespersen, Dave Nielson, and Brook Ruhter-Engelhardt were in attendance. Other City Officials present were City Administrator Stephanie Fisher, City Attorney Mark Fahleson, and City Clerk Megan Frye. Also in attendance were Calvin Weeks, David Hibler, Shawn Fick, Seamus Collins, Fire Chief Robin Hoffman, and Lancaster County Sheriff Deputy Jason Brownell. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office and the City website (citywaverly.com).

ADOPTION OF AGENDA

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

The following Council Members voted "YEA": Jespersen, Nielson, Delahoyde, and Ruhter-Engelhardt. The following Council Members voted "NAY": None. Motion Carried. 4-0.

APPROVAL OF THE CONSENT AGENDA ITEMS

Minutes of the March 24, 2026 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, Ruhter-Engelhardt, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 4-0.

PROCLAMATIONS AND PRESENTATIONS

Arbor Day Proclamation

Mayor Pascoe read the proclamation.

ARBOR DAY PROCLAMATION

- WHEREAS: IN 1872 J. STERLING MORTON PROPOSED TO THE NEBRASKA BOARD OF AGRICULTURE THAT A SPECIAL DAY BE SET ASIDE FOR THE PLANTING OF TREES, AND
- WHEREAS: THIS HOLIDAY, CALLED ARBOR DAY, WAS FIRST OBSERVED WITH THE PLANTING OF MORE THAN A MILLION TREES IN NEBRASKA, AND IS NOW OBSERVED THROUGHOUT THE NATION AND THE WORLD, AND
- WHEREAS: TREES CAN REDUCE THE EROSION OF OUR PRECIOUS TOPSOIL BY WIND AND WATER, CUT HEATING AND COOLING COSTS, MODERATE THE TEMPERATURE, CLEAN THE AIR, PRODUCE OXYGEN AND PROVIDE HABITAT FOR WILDLIFE, AND
- WHEREAS; TREES ARE A RENEWABLE RESOURCE GIVING US PAPER, WOOD FOR OUR HOMES, FUEL FOR OUR FIRES AND COUNTLESS OTHER WOOD PRODUCTS, AND

WHEREAS; TREES IN OUR CITY INCREASE PROPERTY VALUES, ENHANCE THE ECONOMIC VITALITY OF BUSINESS AREAS, AND BEAUTIFY OUR COMMUNITY, AND

WHEREAS; NEBRASKA IS THE WORLDWIDE HOME OF ARBOR DAY,

NOW THEREFORE, I, ABBEY L. PASCOE, MAYOR OF THE CITY OF WAVERLY, NEBRASKA, DO HEREBY PROCLAIM APRIL 24, 2026 AS ARBOR DAY IN THE CITY OF WAVERLY, AND URGE ALL CITIZENS TO CELEBRATE ARBOR DAY, SUPPORT EFFORTS TO PROTECT OUR TREES AND WOODLANDS, AND PLANT TREES TO GLADDEN THE HEART AND PROMOTE THE WELL-BEING OF THIS AND FUTURE GENERATIONS.

DATED THIS 14TH DAY OF APRIL, 2026.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

Deputy Brownell reported increased deputy presence in Waverly resulting in fewer calls for service in the parks and on highways. Brownell noted cleaning up some neighborhoods and responding to parking complaints. Brownell reminded citizens to operate ATV/UTV/golf carts in a safe manner and to follow the rules of the road to avoid unnecessary accidents. Brownell reported the speed sign on Hwy 6 has a license plate reader; obtained through a sheriff's office grant and can be moved or requested as needed. Fire Chief Hoffman stated we have a great working relationship with LSO; Hoffman shared a recent incident requiring LSO support.

PUBLIC COMMENTS

Dave Hibler provided an introduction as the recently appointed District 2 Director of Lower Platte South NRD and provided information about the grant received for improving the drinking water and included hiring Tyler Benal to head the project. Seamus Collins, Shawn Fick, and Calvin Weeks provided comments sharing opposition of the recently approved by Planning Commission Special Use Permit 26-01 to allow for the erection of a cellular communications tower at Lawson Park. Collins advised the tower is a health hazard, the park is always packed with kids, and we don't want to have the tower in our yards; asked public servants to serve the public. Fick asked the City Council to review zoning regulations, noting the setbacks of a communications tower but no cap on height. Fick shared a document with 23 local resident signatures on a petition to change the zoning ordinances; residents were unaware of this tower coming. Weeks noted the improved cell service but suggested placing it in another location; advised the city needs to work on getting information out to residents before approval; called the tower an eyesore that will come with a lot of people's dislike, will be here for a long time once here.

APPROVAL OF MINUTES

Minutes of the March 24, 2026 City Council Meeting

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for Payment

Claims for Payment: March 25th - April 14th, 2026		
Group A		
Vendor	Description	Amount
Julie & Anthony Brekke	Utility Deposit Refund	\$ 100.00

Zach & Brianna Fergus	Utility Deposit Refund	\$ 100.00
Ashley Hayes	Utility Deposit Refund	\$ 100.00
Sharday Howard	Utility Deposit Refund	\$ 100.00
Trevor & Marilyn Pandorf	Utility Deposit Refund	\$ 100.00
Nathan Stewart	Utility Deposit Refund	\$ 100.00
ADP Fees	Payroll Fees	\$ 68.15
ADP Fees	Payroll Fees	\$ 220.56
ADP Payroll	Payroll	\$ 41,711.09
ADP Payroll	Payroll	\$ 43,911.06
Allo Communications	Phone/Internet Services	\$ 1,039.52
Aspen Builders, Inc.	Refund-Permit 230229 & 230232	\$ 1,820.00
Bowman Consulting Group	Canongate Road Roadway Design	\$ 2,717.50
Carquest Auto Parts	Oil, gloves and oil filters	\$ 61.35
Colonial Life	Insurance	\$ 43.92
Core & Main	Sensus Software Support Fee, hydrant parts	\$ 5,217.08
Cubby's, Inc.	Fuel	\$ 2,085.01
DataVizion, LLC	Microsoft 365 Business, Support, dock & monitor	\$ 2,606.94
Diamond Concrete Cutting Inc.	UV replacement project cutting of the UV channel concrete	\$ 3,040.00
Electronic Engineering	Pager batteries & clips	\$ 371.29
Elliott Equipment Co.	Street sweeper oil filters & replacement pickup hood rubber flaps	\$ 725.21
Gabe Gilsdorf	Wire rework Waverly 61	\$ 1,000.00
Hawkins, Inc.	Supplies	\$ 1,345.96
HBE LLP	Keno audit	\$ 3,565.00
HBE LLP	Year End 2025 Audit	\$ 18,421.95
Hippo Equipment	Hydraulic fluid & mower battery	\$ 208.83
Horizon Bank	Monthly ACH Fees	\$ 10.00
Husker Electric Supply Co.	Transfer pump repair	\$ 489.49
IIMC	IIMC Membership Dues	\$ 195.00
Interstate All Battery Center	Dodge Ram battery	\$ 212.95
JEO Consulting Group, Inc.	Waverly New Fire Station, New Well Siting, 134th & Hwy 6 Drainage Improvements	\$ 29,477.50
John Hancock USA	Retirement	\$ 3,860.34
John Hancock USA	Retirement	\$ 3,911.99
K & J Elite Sports Turf	Top dressing & mound clay	\$ 7,400.00
Kelly Supply Company	Air compressor piping	\$ 199.10
Knox Company	Med vault	\$ 2,372.00
Lancaster Co. Sheriff Office	March & April 2026	\$ 77,518.00
Layne Christensen Company	Well 9 VFD troubleshoot & replacement	\$ 15,684.82
Life-Assist, Inc.	Medical Supplies	\$ 164.60
Lincoln Electric System	Electricity	\$ 22,423.01
Lincoln Winwater Works Co.	Valve box	\$ 267.39
MacQueen Equipment	Gas detector & cylinder, gas regulator	\$ 2,463.53
Mammoth Station	Fuel	\$ 967.25
Megan Frye	Parking & meal reimbursement	\$ 45.31

Menards-Lincoln North	Safety cones, light bulbs, plumbing supplies, pickup & reach tool	\$ 211.26
Midwest Laboratories, Inc.	Lab fees, test well project	\$ 830.35
Miller Seed	Double-net straw	\$ 75.60
National Sign Company, LLC	Street signs	\$ 3,359.72
Nebraska Dept Revenue Waste	Utility Sales Tax	\$ 10,822.83
Nebraska Landscape Solutions	Chalk marker & fertilizer	\$ 3,552.70
Nebraska State Fire School	2026 Fire School	\$ 600.00
NSVFA	New Member Fees	\$ 60.00
Odey's Inc.	Field paint	\$ 1,105.09
One Billing Solutions	March 2026 Billing-EMS	\$ 1,745.25
One Call Concepts, Inc.	One-Call Service	\$ 65.32
One Source-Background Check Co	Background check	\$ 57.00
Overhead Door Company, Inc.	Shop door repair	\$ 703.26
Paul Davis Restoration, Inc.	Laundering Bunker Gear	\$ 200.00
Pinnacle Bank	Sludge press valves, sports supplies, service award plaques, parks & office supplies	\$ 9,007.15
Point C	Health Reimbursement Account	\$ 85.25
Rembolt Ludtke LLP	Legal Fees	\$ 3,000.00
Rixstine Recognition	Anniversary plaque	\$ 98.80
Ryan Lawn and Tree	Sprinkler repair	\$ 1,566.00
Shaffer Communications	Radio programming	\$ 60.00
Star City Heating & Cooling	Check HVAC system	\$ 214.00
Sunbelt Rentals, Inc.	Lift rental & trailer rental credit	\$ 762.20
The Voice News	Advertising & Printing	\$ 286.46
U.S. Postmaster	Stamps/Postage	\$ 312.00
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
USA Blue Book	Glass fiber filters & solution	\$ 228.12
VEIT, LLC	Copies	\$ 157.76
Verizon Wireless	Phone Service	\$ 488.59
Whitehead Oil Co.	Fuel	\$ 607.38
Zimco Supply Co.	Fertilizer	\$ 520.00
Point C	Health Reimbursement Account	\$ 240.61
RecDesk	Monthly deposit charge	\$ 25.00
RecDesk	Monthly deposit charge	\$ 25.00
RecDesk	T-Ball refund - Caitlin Dalton	\$ 50.00
RecDesk	Blast Ball & T-Ball refund - Alyssa Riggan	\$ 90.00
RecDesk	T-Ball refund - Nicole Keedy	\$ 50.00
	Claims Group A Total	\$ 339,849.35

Council Member Jespersen moved to approve claims in the amount of \$339,849.35. Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Delahoyde, Ruhter-Engelhardt, 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": Ruhter-Engelhardt, Jespersen, Nielson, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 4-0.

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 26-08 Approving Additional Volunteer Fire/Rescue Department Member(s)

Council Member Jespersen moved to approve Resolution 26-08 Approving Additional Volunteer Fire/Rescue Department Member(s). Council Member Nielson seconded the motion.

The following Council Members voted "YEA": Jespersen, Nielson, Delahoyde, and Ruhter-Engelhardt. The following Council Members voted "NAY": None. Motion Carried. 4-0.

RESOLUTION NUMBER 26-08

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

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

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

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

PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2026.

INTRODUCTION OF ORDINANCES

None.

INTRODUCTION OF BUSINESS AND COMMUNICATIONS

Consideration of accepting a bid for roof repairs on City Office Building.

Council Member Jespersen moved to approve accepting a bid from JLC Construction for roof and gutter repairs on City Office Building. Council Member Nielson seconded the motion.

City Administrator Fisher reviewed each bid. JLC Construction representative Levi Wasser provided warranty and timeline details; Fisher noted JLC is a local contractor from Eagle and that repairs are necessary. Council Member Delahoyde expressed interest in the JLC bid, citing the 20-year membrane warranty and five-year preventative maintenance. Council Member Jespersen appreciated Wasser's attendance. Fisher suggested having JLC evaluate the gutters to determine needed services.

The following Council Members voted "YEA": Nielson, Delahoyde, Ruhter-Engelhardt, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 4-0.

Consideration of an agreement with JEO Consulting Group, Inc for engineering services for the Aquatic Center Deck Expansion project in an amount not to exceed \$37,500.00.

Council Member Jespersen moved to approve an agreement with JEO Consulting Group, Inc for engineering services for the Aquatic Center Deck Expansion an agreement with JEO Consulting Group,

Inc for engineering services for the Aquatic Center Deck Expansion. Council Member Nielson seconded the motion.

Council Member Nielson noted the high engineering cost; discussion of projected construction costs. City Administrator Fisher provided information on engineering services provided and project information; Fisher advised Building Inspector Palm recommended engineering due to the water lines and electrical involved. Council Members discussed. Council Member Delahoyde suggested construction engineering in house to potentially receive better pricing and to consider including deck, parking lot, and lighting, rather than separate bids; Nielson agreed. Fisher advised this approach could be considered. Dave Hibler shared one would not qualify for NRD grants if not engineered.

The following Council Members voted “YEA”: Jespersen. The following Council Members voted “NAY”: The following Council Members voted “YEA”: Delahoyde, Ruhter-Engelhardt, and Nielson. Motion Failed. 1-3.

Consideration of accepting a bid from Pavers, Inc for the Amberly Road Repair Project in an amount not to exceed \$12,545.00.

Council Member Jespersen moved to approve a bid from Pavers, Inc for the Amberly Road Repair Project in an amount not to exceed \$12,545.00. Council Member Nielson seconded the motion.

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

Consideration of accepting a bid from Duke's for sanitary sewer root control in an amount not to exceed \$8,763.04.

Council Member Jespersen moved to approve a bid from Duke's for sanitary sewer root control in an amount not to exceed \$8,763.04. Council Member Nielson seconded the motion.

Council Member Delahoyde asked whether plastic pipe lining within clay pipe was included; City Administrator Fisher stated it would be a separate item. Fisher noted CIPP lining is extremely expensive but remains an option and added that this helps maintain an effective sewer maintenance program.

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

Consideration of an agreement with The Schemmer Associates Inc for engineering services for the Intersection of Amberly Road & Canongate Road in an amount not to exceed \$112,800.00.

Council Member Jespersen moved to approve an agreement with The Schemmer Associates Inc for engineering services for the Intersection of Amberly Road & Canongate Road in an amount not to exceed \$112,800.00. Council Member Nielson seconded the motion.

Mayor Pascoe clarified Schemmer was previously awarded the bid, now approving the agreement. Council Member Nielson mentioned a roundabout was previously recommended from the traffic study. Jespersen stated for this project, they will recommend a roundabout, stop light, or no change at this intersection. Fisher provided information on the project and timeline.

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

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Nielson

Council Member Nielson reported we have hired Tea Ilic as Aquatic Center Manager and Marketing Assistant; she started April 6. We are scheduled to fill the pool and test everything on May 6th. Working with a company in Lincoln to complete lifeguard certifications and recertifications on-site between filling and opening day May 23rd. Ilic is enrolled in the Certified Pool Operators class for April 27-28. Swim lessons sessions 1 and 2 are online currently filling up, opened swim team registration Monday of this week.

Nielson reported Wayne Park south restrooms are being opened this week. The Wayne restrooms have a few cracked toilet tanks over winter; starting the process of pricing replacing or building new. Parks Assistant Manning continued topdressing infields at Lawson and Wayne Parks and applied fertilizer to all Lawson baseball and soccer fields; turf conditions have improved following recent rainfall. T-ball and Blast ball had 220 registrations, an increase from 203 last year. Riptide Rumble will be held at Lawson and foundations this weekend and next.

Public Works (Utilities & Street): Council Member Jespersen

Council Member Jespersen reported they continued to spread biosolids using about 60 acres to spread a years' worth of material and cleaned equipment afterwards. Worked on several signs that were damaged from the wind, and one that was hit in an accident. They replanted grass in several spots in the cemetery along with 13 gravesites and applied fertilizer to the cemetery grass. Did a water shutoff to tie in the Anderson North 10th Addition water lines to the existing distribution system. Sent out bid specifications for insulating the storage building at the wastewater plant, started painting handrails on sidewalks on the north side of the city, and had a water leak at the wastewater treatment plant for the line that feeds the pump building. Updated the water system emergency plan to submit to the EPA for its 5-year review update. Revised the Lane Mile Report to send to the NDOT adding the Waverly Ridge subdivision. Replaced wear parts on the street sweeper pick up head. Electricians are finishing up the installation of the air monitors for the hazardous locations in the wet well and blower building.

Public Health (Fire & Safety): Council Member Delahoyde

Council Member Delahoyde reported since the last report, there were 27 calls for service including 1 commercial fire alarm, 19 medical calls, 2 hazardous materials, 1 automatic crash notification, 1 motor vehicle accident, 1 motorcycle accident, and 1 odor investigation. The Waverly Fire/Rescue trade name has been approved and the process is complete. The fire chief has been in discussions regarding a number of properties owned by City of Lincoln, LES, and other large facilities surrounding Waverly in near-proximity regarding who responds to specific fires; been in contact with Lincoln's assistant fire chief to ensure proper coverage. Burn ban was rescinded state-wide, continue to monitor, people encouraged to monitor as conditions can change quickly. Waverly 61 the white ¾ ton pickup is back in service after electrical work, getting the lights working properly. Training on pumping water on Waverly 30 & 21 was done this past week. They are working to finish equipping Waverly 10, the new ambulance— a medication vault has been ordered. There was a county-wide ALS meeting working on a variety of projects on group operation.

Delahoyde reported the appreciation dinner for our fire/rescue squad was held April 10, where 23 members attended. Service anniversaries were recognized and awards were given; pictures will be shared on their Facebook page. I want to encourage everyone if you see a member of our fire/rescue department to you to thank them for everything they do. They spend a lot of weekends, evenings, and time away from their families making sure they're ready and trained to deal with an emergency as well as their equipment.

Fiscal and Economic Development: Council Member Ruhter-Engelhardt

Council Member Ruhter-Engelhardt reported Waverly Economic Corp. is working with Filament Essential Services to create the branding and website. The Community Redevelopment Authority will meet on April 20 for their monthly meeting and some TIF projects will be discussed. The Chamber is hosting happy hour at Trackside from 5-7pm this Friday to learn about current developments in the local business community. Monthly business meetings for the Chamber are held at noon the first Wednesday of the month at the school district office.

City Administrator Fisher

City Administrator Fisher reported we received an appeal to the planning commission's approval of the special use permit for the communications tower at Lawson Park. The public hearing and council action on that will be at the May 12 meeting. We have publication requirements for the public hearing we have to meet to time it correctly. We received notification on our employee health care renewals that our health care premiums have about a 10% increase. Dental, vision, and life has no change. We are working with Benefit Management to find the best option for the city. Golf cart licenses are due April 30; please make sure if you have a golf cart to get it licensed by April 30. Anyone who knows they are having a block party for the Fourth of July are encouraged to turn their application in sooner rather than later; a 30-day notice is required. Applications on our website. I have been working with property owners where the N 135th extension will be going through and is going very well. JEO is preparing a report for us for the data collected on the test well programs that we've been doing, we will have data to look at shortly.

Fisher reported the seasonal hiring is almost complete: there are 30 returning guards and looking to hire about 10 more; had some really great interviews. Lifeguards and management we are doing great on; park maintenance staff is almost all hired; it's going to be a good summer. Council Member Jespersen stated that is great news; we are isolated in having such success.

Mayor Pascoe shared all the different places residents can get city information including the city council meetings held the second and fourth Tuesdays of each month, a monthly newsletter out the last week of the month, city council meetings are recorded on YouTube and available the day after the meeting along with a meeting summary on Facebook, a newspaper article written once a month in the Voice News, and Sparq Data Solutions where you can view all meeting documents and minutes of all public meetings. We are really trying to get as much information out as possible to our residents.

EXECUTIVE SESSION

Mayor Pascoe moved to enter into Executive Session to protect the public interest and to receive confidential legal advice. Council Member Jespersen seconded the motion.

The following Council Members voted "YEA": Delahoyde, Jespersen, Nielson, and Ruhter-Engelhardt. The following Council Members voted "NAY": NONE. Motion carried. 4-0.

Mayor Pascoe declared Closed Session at 6:47 p.m. Those present in Executive Session were Mayor Pascoe, Council Members Jespersen, Nielson, Delahoyde, and Ruhter-Engelhardt, City Administrator Fisher, City Attorney Fahleson, and City Clerk Frye. No action was taken during Executive Session.

City Attorney Fahleson declared Open Session at 7:05 p.m.

Council Member Nielson moved to leave Executive Session. Council Member Jespersen seconded the motion.

The following Council Members voted "YEA": Jespersen, Nielson, Delahoyde, and Ruhter-Engelhardt. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ADJOURNMENT

Council Member Nielson moved to adjourn the meeting at 7:06 p.m. Council Member Jespersen seconded the motion.

The following Council Members voted “YEA”: Nielson, Delahoyde, Ruhter-Engelhardt, and Jespersen.

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: April 15th - 28th, 2026

Group A			
Vendor	Description	Amount	Date Paid
ADP Fees	Payroll Fees	\$ 227.73	4/24/2026
ADP Fees	Payroll Fees	\$ 68.15	5/1/2026
ADP Payroll	Payroll	\$ 46,143.97	5/1/2026
Andrew Toy	Meal reimbursement - wastewater training	\$ 17.40	
Anna Unruh	Red Cross reserved training	\$ 900.00	
Aspen Builders, Inc.	Refund-Permit 230237, 250025, 240138, 240139, 230264, 240180	\$ 5,053.26	
Bauer Built	New tire for mower	\$ 137.32	
Binder Lift Inc.dba Phase Intl	Binder transfer	\$ 259.00	
Black Hills Energy	Natural gas	\$ 423.24	
Blue Cross Blue Shield NE	Health Insurance	\$ 17,730.06	5/1/2026
Chad Hartwick	Meal reimbursement - wastewater training	\$ 17.40	
Columbus Bank & Trust Company	TIF L - NW Electric May 2026	\$ 10,279.61	
CS Concrete LLC	Digester pump base concrete	\$ 240.00	
Diode Technologies	Troubleshoot security system	\$ 240.00	
DP Plumbing Co.	Toilet sensor at Lawson Park	\$ 589.86	
Dultmeier Sales, LLC	Pressure relief valve	\$ 45.00	
Empire Repair	2009 Ford replace fan clutch	\$ 957.86	
Fastenal Company	Street sign parts	\$ 241.83	
Gregg Electric Company	Digester transfer pump wiring	\$ 7,843.44	
Guardian	Life & Vision Insurance	\$ 550.22	
Hawkins, Inc.	Supplies	\$ 2,737.10	
Hometown Leasing	FD Copier	\$ 71.48	
Inland Truck Parts & Service	2019 F550 ambulance repair	\$ 3,254.78	
JEO Consulting Group, Inc.	Comp. Safety Action Plan	\$ 1,075.80	
John Hancock USA	Retirement	\$ 3,831.95	5/1/2026
Kelli Rodie	Tree removal cost share	\$ 525.00	
Kelly Supply Company	Ball valve, elbows, pipe, couplings, copper split ring hangers	\$ 1,494.57	
Kevin LaPage	Digester pump control wiring, air quality sensors wet well	\$ 450.00	
Lancaster County Engineering	Rock - 148th Waverly Rd. North 1/8 - 1/2 mile line	\$ 2,204.56	
Lincoln Electric System	Electricity	\$ 341.44	
Lincoln Winwater Works Co.	4' pipe repair	\$ 530.29	
Matheson Tri-Gas, Inc.	Oxygen bottle rental	\$ 124.39	
Menards-Lincoln North	Digester parts, drill bit set, screws, shop towels, cleaning wipes, oil dri, bungee cord, rip cord	\$ 543.14	
Midwest Turf & Irrigation	Mower repair	\$ 257.30	
Mike Palm	Conference - meal reimbursement	\$ 37.30	
Nadezhda Koval	Cleaning Service	\$ 452.41	
National Sign Company, LLC	Street signs	\$ 490.53	
Nebraska Dept Of Revenue	Lottery Tax	\$ 12,693.00	
NE Public Health Environ.Lab	Lab Fees	\$ 78.00	
Paramount Supply Co.	Pool plumbing	\$ 258.31	
Paul Davis Restoration, Inc.	Laundering Bunker Gear	\$ 50.00	
Production Creek Specialty Adv	Blastball & t-ball jerseys, baseball caps	\$ 2,324.00	
Quik Dump Refuse	Garbage Service	\$ 820.50	
Sapp Bros. Inc. - Lincoln	Oil	\$ 277.25	
Sargent Drilling	Test well project	\$ 118,987.50	
S.E.Rural Fire Protection Dist	EMS Calls	\$ 2,000.00	
Terracon Consultants, Inc.	April 16th Meeting - Fire Department	\$ 355.00	
U.S. Postmaster	Stamps/Postage	\$ 314.03	
Union Bank & Trust Co.	HSA Accounts	\$ 3,000.00	5/1/2026
Walker Process Equipment	Clarifier repair parts	\$ 847.82	
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 148.00	
Point C	Health Reimbursement Account	\$ 2,358.19	
Point C	Health Reimbursement Account	\$ 12.86	
Claims Group A Total		\$ 254,911.85	

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

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

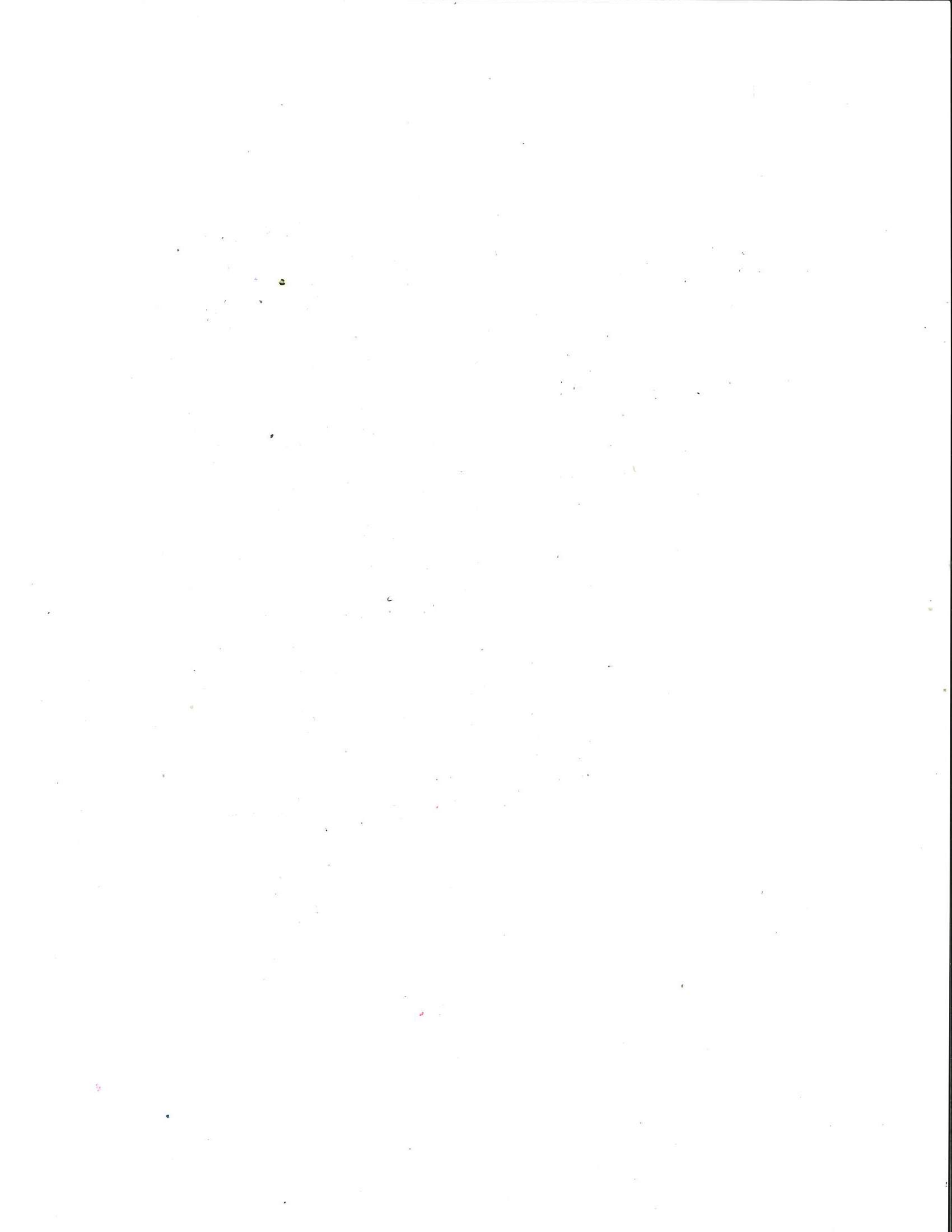
2020	OCTOBER	89,776.04	3,466.82	0	-2,797.29	90,445.57	18,153.45
2020	NOVEMBER	86,949.10	6,479.61	0	-2,802.86	90,625.85	21,547.71
2020	DECEMBER	108,576.77	4,092.67	0	-3,380.08	109,289.36	23,446.26
2021	JANUARY	74,598.19	4,558.11	-879.05	-2,348.32	75,928.93	13,386.75
2021	FEBRUARY	72,896.15	7,312.07	-104.42	-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	JUNE	119,302.16	8,638.86	0.00	-3,838.23	124,102.79	21,591.29
2025	JULY	117,119.04	13,505.71	-1,880.10	-3,862.34	124,882.31	30,178.66
2025	AUGUST	108,870.25	18,229.43	-6,115.52	-3,629.52	117,354.64	26,196.34
2025	SEPTEMBER	118,365.45	19,427.58	-36.76	-4,132.69	133,623.58	31,172.46
2025	OCTOBER	89,413.05	11,154.22	-70,328.85	-907.15	29,331.27	15,477.33
2025	NOVEMBER	125,474.24	5,095.16	-444.42	-3,903.75	126,221.23	35,912.04
2025	DECEMBER	114,638.44	10,483.48	0.00	-3,753.66	121,368.26	14,189.73
2026	JANUARY	106,217.16	7,321.28	-194.94	-3,400.31	109,943.19	33,025.66
2026	FEBRUARY	102,403.64	6,573.10	-1,403.85	-3,227.19	104,345.70	32,594.85
2026	MARCH						
2026	APRIL						
2026	MAY						
2026	JUNE						
	TOTALS			-\$330,438.56		\$11,215,611.63	

*** 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.

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	2026		
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	\$126,221.23		
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	\$121,368.26		
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	\$109,943.19		
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	\$104,345.70		
May	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84	\$105,729.62	\$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	\$124,102.79			
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	\$124,882.31			
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	\$117,354.64			
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	\$133,623.58			
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	\$29,331.27			
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	\$1,344,750.21	\$461,878.38	City	Aquatic Ctr
																	\$307,919.07	\$153,959.31
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	\$112,062.52	\$115,469.60		



City of Waverly

March, 2026

Gross Sales

Waverly \$ 246,936.07

Gross Sales 100.00% **\$ 246,936.07**

Prizes (Payouts)

Waverly

Prizes (Payouts) 77.3435% **\$190,988.93**

Operator Commission 12.0000% \$29,632.33

City Share 10.4576% \$25,823.51

Uncollected Winnings 0.1990% \$491.30

Interest \$8.06

Total to city **\$26,322.87**

YTD SALES \$ 1,199,509.33

City 7%min earned YTD \$83,965.65

Paid YTD \$117,827.51

Due City **(\$33,861.86)**



City of Waverly, Nebraska

14130 Lancashire Street, P.O. Box 427
Waverly, Nebraska 68462
Phone: 402-786-2312 Fax: 402-786-2490
www.citywaverly.com

Mayor
Abbey L. Pascoe

April 28, 2026

Council Members
David M. Jespersen
David L. Nielson
Aaron R. Delahoyde
Brook M. Ruhter-Engelhardt

Waverly City Council
14130 Lancashire Street
Waverly, NE 68462

City Administrator
Stephanie A. Fisher

City Clerk
Human Resources Asst.
Megan K. Frye

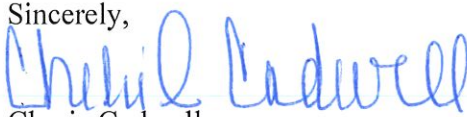
RE: 2025 Annual Tax Increment Financing (TIF) Report

City Treasurer
Deputy Clerk
Cheris R. Cadwell

In accordance with Neb. Rev. Stat. 18-2117.02, the Community Redevelopment Authority of the City of Waverly provides the following information regarding the approval and progress of redevelopment projects that are financed in whole or part through the division of taxes as provided in 18-2147.

Total Number of Active TIF Projects Approved to Date:	8
Total Estimated Project Costs for Active Redevelopment Projects	\$10,707,259.30
Initial Projected Valuations v. January 1,2025 Actual Accessed Valuations:	See attached spreadsheet
Number of TIF Projects Paid in Full During Past Calendar Year:	0
Number of TIF Projects Approved During Past Year:	1
Percentage of the City has been Designated as Blighted:	40.8%

If you have any questions, please feel free to contact me.

Sincerely,

Cheris Cadwell
City Treasurer

PROJECT	YEAR COMPLETE	INITIAL VALUATION	2025 VALUATION	INCREASE IN VALUATION
TIF G (Snap Fitness)	2027	\$25,900.00	\$701,500.00	\$675,600.00
TIF H (Tractor Supply Dist Center)	2032	\$14,249,800.00	\$30,215,000.00	\$15,965,200.00
TIF I (Tractor Supply Retail Store)	2032	\$109,500.00	\$2,113,100.00	\$2,003,600.00
TIF J (Amberly Dental)	2032	\$92,800.00	\$675,100.00	\$582,300.00
TIF K (Empire Fence & Netting)	2034	\$166,000.00	\$1,879,700.00	\$1,713,700.00
TIF L (Northwest Electric)	2036	\$57,900.00	\$1,304,700.00	\$1,246,800.00
TIF M (Area Wide)	2039	\$50,659,800.00	\$50,659,800.00	\$0.00
		\$65,361,700.00	\$87,548,900.00	\$22,187,200.00

**AGREEMENT BETWEEN
THE CITY OF WAVERLY
AND
THE SCHEMMER ASSOCIATES
FOR PROFESSIONAL SERVICES**

PRELIMINARY DESIGN

Professional Services Provided: Survey, Roadway Design, Traffic Analysis, Public Involvement, and Alternatives Analysis

- **Intersection of 148th Street and US-6 (Project 1)**

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between

The City of Waverly (“Owner”) and

The Schemmer Associates Inc. (“Engineer”).

Owner intends to Contract with Engineer to receive preliminary design services including survey, roadway design, traffic analysis, public involvement, railroad coordination and alternatives analysis for project 1:

Intersection of 148th Street and US-6. This intersection improvement project shall (“Project”). consist of an alternatives analysis to consider alternatives for an intermediate improvement project and a long range improvement project that eliminates the railroad crossing on 148th Street or 162nd Street.

The preliminary design will include a geometric layout, preliminary roadway modeling, drainage analysis, and cost estimate for comparison purposes between the identified options. The long range options will include railroad coordination, some structural analysis, and preliminary ROW design.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition or newer) unless both parties mutually agree to use other General Conditions by specific reference.

- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

- A. Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase, therefore (1) Engineer's services under this Agreement shall be deemed complete no later than the recommendation of bid letter; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be connected in any way thereto.
- B. Owner has the right to amend the Agreement to add construction phase services.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files

agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition or newer) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit D. Such certificates shall be furnished prior to

commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit D will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

- 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform

and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this

Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit E or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit E. If Exhibit E is not included, or if no dispute resolution method is specified in Exhibit E, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to

identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the

Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under

Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any.

11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services, Compensation and Schedule" consisting of 19 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.
- D. Exhibit D, "Insurance," consisting of 2 pages.
- E. Exhibit E, "Dispute Resolution," consisting of 1 pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 14 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Waverly

Engineer:

The Schemmer Associates Inc.

By: _____

By: Douglas G. Holle

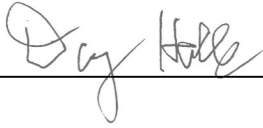
Title: _____

Title: Executive Vice-President

Date: _____

Date: April 24, 2026

Signed: _____

Signed:  _____

Address for giving notices:

Address for giving notices:
333 South 21st Street
Suite 102
Lincoln, NE 68510

This is **EXHIBIT A**, consisting of 19 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____.

Owner's Consultant's Services

ARTICLE A.1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

**CITY OF WAVERLY – 148th STREET AND US HIGHWAY 6
PRELIMINARY ALTERNATIVE ANALYSIS**

Scope of Work

Task 1. Project Management Plan and General Project Management

The consultant shall develop and maintain a Project Management Plan (PMP) for the 148th Street and U.S. Highway 6 intersection reconstruction project. In the PMP, the consultant shall outline items including but not limited to: project team organization, roles and responsibilities; scheduling expectations; coordination and communication procedures; formatting protocols; filing protocols, project close-out procedures, and other important operational information pertaining to project team. The consultant shall develop and maintain a Quality Management Plan (QMP) to document the quality control processes to be implemented by the project team as part of the PMP.

1.2.1	Kickoff Meeting
1.2.2	Project Coordination Meeting
1.2.3	Meeting with NDOT Traffic / Lancaster County Alternatives Presentation
Public Open House	
1.2.4	Project Coordination Meeting
1.2.5	Meeting with BNSF
1.2.6	Utility Coordination Meeting
1.2.7	Meeting with NDOT Preferred Alternative
1.2.8	Meeting with Private Developer
Public Open House #2	
1.2.9	Constructability Review Meeting
1.2.10	Presentation to City Council

The consultant shall manage the coordination of the project team, coordination with City staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with city requirements. The project schedule shall be prepared and updated as requested by the city.

Lump Sum Costs 1.1 = \$8,200

1.2 General Project Meetings

The consultant shall schedule and conduct an estimated 10 general project meetings during the design of the project from

April 2026 and April 2027 (note all public engagement meetings are covered elsewhere in the scope). It is anticipated that several meetings will occur in conjunction with design review meetings for the 5

percent plan submittal. In addition to design review meetings there will be utility coordination meetings, a constructability review meeting and coordination meetings with BNSF, NDOT, Lancaster County, and Private Developers. The remaining meetings will be scheduled between the kick off to the preliminary plan set submittal or as necessary to facilitate coordination and communication on the project. A listing of anticipated general meetings is listed to the right, from the project schedule.

Lump Sum Costs 1.2 = \$12,000

Assumptions Task 1	Deliverables Task 1
<p>It is anticipated that all meetings will be held at the City of Waverly City Hall or other locations approved by the City.</p> <p>QA/QC hours shall be included in the project management plan.</p>	<p>Develop and maintain a PMP and QMP in electronic format, accessible to the city and other designated key stakeholders</p> <p>Develop and maintain a project schedule utilizing Microsoft Project</p> <p>Schedule status to be included in Invoice Progress Report</p> <p>Meeting agendas and minutes shall be prepared and submitted to meeting attendees</p>

Task 2. Existing Conditions Understanding

2.1 Site Inspections

The consultant shall conduct site visits as required during the project to verify site features and design work. It is anticipated two site visits will be necessary.

2.2 Data Collection and Review

The consultant shall assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This shall also include review of existing environmental studies, traffic studies, and other study information available that pertains to the proposed improvements. Evaluation of intersection sight distances and existing vertical curvature shall be documented for the project file.

Lump Sum Costs 2.1+2.2 = \$2,200

2.3 Survey

The consultant shall complete survey for the project corridor. The consultant shall coordinate with City construction to establish survey control points. The engineer will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature. Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Lancaster County Coordinate system.

Vertical control points will be established and referenced to Lancaster County datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 300 feet.

A Utility-One-Call and mapping request shall be made for the project area. Utilities that are marked shall be surveyed. Above-ground visible utilities shall be surveyed. The consultant shall not be responsible for underground utilities not marked by the utility locate, or underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call ticket. If maps are provided those utilities shall be placed on the survey cadd file. Manholes shall be opened and surveyed to obtain pipe sizes and flow line elevations.

2.3.1 Topographical Survey

Preliminary Field Survey. The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross-sections, and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation *dgn. format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count. The design consultant will document the size and number of trees as part of the preliminary field survey. The consultant will complete a site visit after LOC's are created noting the size, type, and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted, the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts and must include enough information to build the proposed typical cross-section and show the limits of construction. The survey limits will extend 250 feet before the start of the project and 250 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 250 feet from roadway centerline.

2.3.2 Digital Terrain Model.

A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

2.3.3 Base Map Preparation.

Consultant will create the base maps in Microstation ORD format using the topographic survey data.

Lump Sum Costs 2.3.1 + 2.3.2 + 2.3.3 = \$18,400

2.4 Right-of-Way Analysis

2.4.1 Right-of-Way Base Map

The consultant shall prepare an existing right-of-way base map depicting all right-of-way and easements in the project area. Information shall be obtained through plats, title reports, surveyed property pins, and/or other means to depict a complete base map. The surveyor shall be responsible for the research necessary to build parcels. Plats, parcels, or land lot along the right-of-way need to be geometrically

closed with parcel reports available upon the City’s request. Enough corners need to be located to accurately locate lot lines per the practice and principles for licensing in the state of Nebraska. All obtained information shall be rectified to the surveyed section lines and local project coordinates. All adjustments to obtained information for the creation of the base map shall be documented. Work shall be performed by a registered land surveyor in the state of Nebraska.

2.4.2 Right-of-Way Alternatives

Right-of-way impacts shall be evaluated in relation to the preliminary design. The consultant shall provide preliminary limits of construction over the right-of-way base map.

Lump Sum Costs 2.4.1 + 2.4.2 = \$5,400

2.5 Preliminary Drainage Study

Hydrologic & Hydraulic Analysis

The Consultant shall prepare a conceptual design layout of open and closed drainage systems in accordance with the most current edition of the City of Lincoln design manual. To the extent possible, recent drainage studies that have been completed in the area shall be used to identify flow characteristics at existing structures. The Consultant shall evaluate both upstream and downstream drainage impacts as part of the overall project drainage design. Detailed storm sewer plan & profiles are not included.

The existing storm sewers and roadway ditches along 148th Street and U.S. Highway 6 shall be analyzed for time of concentration and peak discharge for the 10-year event. The existing major crossroad structures/culverts shall be analyzed to approximate their existing maximum capacities. These capacities shall be evaluated for 10, 50, and 100-year flood events to determine how increased impervious area from the proposed improvements and future development might affect drainage.

Potential roadway overtopping shall be evaluated for the 50 and 100-year flood events using available hydraulic modeling from FEMA’s Flood Insurance Study. A determination whether additional conveyance is necessary to meet freeboard requirements or to prevent adverse upstream or downstream impacts will be prepared.

Lump Sum Costs 2.5 = \$5,100

Assumptions Task 2	Deliverables Task 2
<p>It is anticipated that all meetings will be held at the City of Waverly City Hall or other locations approved by the City.</p> <p>QA/QC hours shall be included in the project management plan.</p>	<p>Develop and maintain a PMP and QMP in electronic format, accessible to the city and other designated key stakeholders</p> <p>Develop and maintain a project schedule utilizing Microsoft Project</p> <p>Schedule status to be included in Invoice Progress Report</p> <p>Meeting agendas and minutes shall be prepared and submitted to meeting attendees</p> <p>Preliminary Drainage Study</p>

Task 3 Traffic Operations Analysis

3.1 Existing Traffic Analysis

The consultant team will perform a comprehensive multimodal traffic analysis to support the evaluation of intersection alternatives at N. 148th Street and U.S. Highway 6. This effort will be coordinated closely with the City of Waverly, NDOT, and BNSF Railway, with particular emphasis on the operational and safety implications associated with the adjacent railroad crossing. The traffic analysis will inform alternative development, public engagement, and selection of a preferred alternative.

As part of the existing conditions assessment, the consultant team will review and evaluate the most recent five years of crash data provided by the city and NDOT. The analysis will summarize crash history by year, severity, collision type, and contributing factors. Crash rates will be calculated and compared to city and statewide averages to determine whether the intersection functions as a high crash location. Potential safety improvement strategies will be identified using methodologies from the Highway Safety Manual (HSM) and applicable crash modification factors.

3.2 Traffic Forecasting

Traffic operations and forecasting will include a review of available traffic count data to determine whether supplemental data collection is required. Future traffic volumes will be developed using the local travel demand model, with adjustments coordinated and approved by the City to reflect anticipated development and corridor growth. These forecasts will serve as the basis for evaluating the operational performance of intersection alternatives.

3.3 Intersection Analysis

The consultant team will evaluate multiple intersection control alternatives, including stop control, traffic signal control, roundabout, and RCUT configurations. Operational performance will be assessed using methodologies from the Highway Capacity Manual (HCM), and traffic signal warrant analyses will be performed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

Given the proximity of the BNSF railroad crossing, the traffic analysis will include an evaluation of the interaction between railroad operations and proposed intersection alternatives. This will include an assessment of vehicle storage requirements, queuing behavior during train events, and the potential for queue spillback into the intersection or circulatory roadway. Appropriate railroad gate treatments, detection strategies, and traffic control measures will be identified consistent with MUTCD requirements and ITE best practices. Preliminary queuing analysis will be performed, and advanced microsimulation will be recommended where additional refinement is needed.

Lump Sum Costs 3.1 + 3.2 + 3.3 = \$23,200

Assumptions Task 3	Deliverables Task 3
<p>The City shall complete/update traffic counts for the intersections of 148th Street and U.S. Highway 6 if existing data is determined to be outdated or inadequate by the consultant and the city. The counts shall include data as needed to support the alternatives analysis that shall be completed for the project. Counts shall be completed on a Tuesday, Wednesday, or Thursday, or as recommended for the AM, Midday, and PM peak hours.</p> <p>The consultant shall provide flag or signal men and/or traffic control. The intent is to maintain at least one open lane or turnout for through traffic during the drilling operation.</p> <p>Five-year crash data provided by the city and NDOT.</p>	<p>Traffic Analysis Existing Conditions Assessment</p> <p>Traffic Forecasting Present Year and Design Year</p> <p>Signal Warrant Analysis</p>

Task 4 Alternatives Analysis Report

4.1 Development of Alternatives Evaluation Matrix

The consultant team will develop an alternatives evaluation matrix to support a transparent and defensible decision-making process. The evaluation criteria will be developed collaboratively with the City and may include considerations related to traffic operations, safety, constructability, accommodation of multimodal users, right-of-way impacts, public input, and cost. The agreed-upon criteria will be used to consistently evaluate and compare intersection alternatives and determine which options should be advanced for further development.

4.2 Draft Alternatives Report

The consultant team will document the analyses, coordination efforts, and public engagement activities associated with each alternative in a Draft Alternatives Analysis Report. The report will include a description of each alternative, traffic and safety findings, conceptual layouts, and preliminary cost estimates as defined elsewhere in the scope of work. The draft report will be submitted to the City for review and comment prior to dissemination to the public or other stakeholders.

4.3 Final Alternatives Report

Following receipt of City comments, the consultant team will revise and finalize the Alternatives Analysis Report. The final report will document the evaluation process, summarize public and agency input, and identify the preferred alternative to be advanced into preliminary design.

Assumptions Task 4	Deliverables Task 4
<p>The City shall approve one preferred alternative concept for development in the preliminary design portion of the contract.</p>	<p>Draft and final alternatives reports that document the information, analyses, coordination, and public input developed throughout the process.</p> <p>Alternatives evaluation matrix.</p> <p>Project Initiation Checklist, Scoping Checklist.</p> <p>Draft design criteria memorandum for each alternative.</p>

Lump Sum Costs 4.1 + 4.2 + 4.3= \$4,000

Task 5. Removed

Task 5. Conceptual Design

5.1 5 Percent Roadway Design Concept Near Term (5-year) Time Frame (Five Alternatives)

The consultant shall work with the City’s project manager to develop and complete the design criteria form. The design criteria form shall include consideration for zoning or special district needs, City of Waverly Master Plan conformance, drainage, noise attenuation and other structural elements as appropriate. Some of these items may be included by reference if determined appropriate by the City. Any design exceptions should also be documented. The design is anticipated to be in conformance to “Nebraska Minimum Design Standards.”

The consultant shall attend a concept review meeting on site with the City to discuss and review the conceptual design of five alternatives. The consultant shall prepare meeting minutes and document any proposed modifications as a result of the meeting.

These five alternatives are identified below

- 5.1.1 Realigned at grade intersection for 148th Street with capacity improvements
- 5.1.2 Realigned at grade intersection for 148th Street with a warranted traffic signal and capacity improvements
- 5.1.3 Realigned at grade intersection for US-6 with a warranted traffic signal and capacity improvements
- 5.1.4 Realigned US-6 south and roundabout at the intersection of US-6 and 148th Street
- 5.1.5 R-Cut intersection along US-6

The Consultant shall prepare a conceptual plan layout for each of the five (5) alternatives in accordance with the City’s preferred CADD standards for the construction of the proposed project improvements. The five alternatives for the intermediate time frame shall be presented to the City with a brief discussion of the positives and negatives of each conceptual design. The City working with the Consultant team shall narrow the alternatives list down to 2 preferred alternatives to carry forward

with more detailed information and a very preliminary cost estimate and limits of construction. The two alternatives moving forward shall be developed to include a feature file with geometrics, horizontal and vertical alignment information, ADA pedestrian facilities, a topo base file, and an existing ROW base file.

5.2 Preferred alternative Intermediate Design Option (Two Alternatives)

The submittal package for the two alternatives will include the following information:

- 1) Schemmer will develop a concept display for the intersection showing curb returns and a general footprint for the grading and paving that would be involved in an intersection improvement for 148th Street and US-6. These improvements will focus on traffic capacity and improving safety based on the traffic analysis completed as part of this scope.
- 2) FHU will review the signal warrant analysis completed earlier and recommend a traffic signal if it meets a warrant with the present-day traffic volumes. Schemmer will layout a preliminary traffic signal and calculate a cost estimate for the traffic signal. If a traffic analysis shows a signal is not warranted, Schemmer will document this as part of the report for this alternative.
- 3) Schemmer will create a grading model for the two intersection improvement alternatives to develop conceptual limits of construction and calculate earthwork volumes for grading the intersection. The limits of construction will be used to identify preliminary right of way impacts.
- 4) Schemmer will review the completed drainage study and identify potential drainage improvements associated with the larger intersection footprint.
- 5) Schemmer will calculate quantities for the intersection based on the conceptual design and develop a cost estimate based on these quantities and a contingency factor.
- 6) Schemmer will develop a report that outlines the conceptual design and the impacts from the design on the surrounding properties for the two alternatives. This report will incorporate the completed traffic analysis and the preliminary concept to develop a cost estimate and a summary of benefits and impacts to be presented at the end of the concept phase.
- 7) Schemmer will present the two alternatives to the City staff and the council and select a preferred alternative based on the information presented.

5.3 5% Roadway Design Concept Design (Long Term Alternative)

The second alternative approach shall review the feasibility of constructing a railroad viaduct to address the city's long-term growth and pedestrian connectivity for the east side of the City of Waverly between the intersection of 148th Street and US-6 and the intersection of 162nd and US-6. This alternative will look at a grade separated structure over US -6 and the BNSF Railroad. The base files will include a paving file with roadway geometrics and ADA pedestrian facilities as appropriate, a topo base file based on the latest aerial photo and LIDAR available (no survey), a horizontal alignment and vertical profile, and an existing ROW base file based on Lancaster County GIS parcel data. The submittal package for the long term alternative will include the following information:

- 1) Schemmer will develop a concept display for the viaduct alignments containing a general footprint for the grading and paving that would be involved. Schemmer will provide horizontal and vertical alignments that meet standards for this structure.
- 2) Schemmer will create a grading model for the two viaduct alternatives planned over the US-6 and BNSF railroad to develop rough construction limits and calculate earthwork volumes for grading the bridge. Schemmer will incorporate an approximate location of needed retaining walls along 148th Street and 162nd Street to limit impacts to ROW and calculate the cost estimate. Limits of

construction will be used to identify preliminary right of way impacts. One of the alignment alternates will consider a connection between 148th Street and 162nd Street south of I-80 .

- 3) Schemmer will calculate quantities for the two concepts based on the conceptual design and develop a cost estimate based on these quantities.
- 4) Schemmer will develop a report that outlines the conceptual design of the two viaducts and the impacts from the design on the surrounding properties for each one. This report will incorporate the preliminary concept to develop a cost estimate and a summary of benefits and impacts to be presented at the end of the concept phase for both alternatives.
- 5) NO TRAFFIC ANALYSIS FOR THE TWO VIADUCT ALTERNATIVES IS INCLUDED WITH THIS SCOPE OF SERVICES.

5.4 Structural Design

The consultant shall prepare plan and elevation drawings with span arrangements for the railroad viaducts for each alternative.

5.5 Right-of-Way Plans

The consultant shall provide preliminary right-of-way plans showing existing right-of-way, ownership, and preliminary limits of construction. An estimate of permanent acquisitions and temporary or permanent easements will be calculated.

5.6 Cost Estimate

Opinions of probable construction cost (OPCC) shall be completed for each of the two alternatives.

Assumptions	Deliverables
Design criteria will be based on the preferred alternative	Design Criteria Form (to be approved prior to proceeding with future design plans)
5 percent plan submittal is based on deliverables matrix	5 percent Conceptual Drawings Package (PDF two alternatives)
	5 percent Construction Cost Estimate (two alternatives)
	Final Submittal Package for preferred alternative
	Long Term viaduct exhibits (two alternatives)
	Long Term Viaduct Cost Estimate (two alternatives)

Lump Sum Costs 5.1 Alternative Intermediate Design – (5 Alternatives) = \$20,000

Lump Sum Costs 5.2 Preferred Alternative Intermediate Design – (2 Alternatives) = \$16,000

Lump Sum Costs 5.3 Alternative Future Viaduct (2 Alternatives) - \$28,000

Lump Sum Costs 5.4 – 5.6 Support Information for Future Viaduct Alternatives - \$9,000

Task 6. Project Coordination

6.1 Utility Coordination (Near Term Alternatives Only)

The Consultant shall provide utility coordination based on the following tasks.

Conceptual Design (to 5 percent)

The consultant shall identify location and size of existing utilities through survey of One Call locates, obtaining as-built plans, or other means.

The consultant shall coordinate with utility companies to verify location and ownership of existing facilities.

The consultant shall coordinate with the City of Waverly and local utilities.

Lump Sum Costs 6.1 = \$6,000

6.2 Public Agency Coordination (Near Term Alternatives Only)

The consultant shall coordinate with NDOT and Lancaster County for the proposed near term alternatives.

Lump Sum Costs 6.2 = \$8,000

6.3 Wetland Delineation (Near Term Alternatives Study Area Only)

The consultant shall verify and delineate any Wetlands and Waters of the United States that may be within the project vicinity and determine if a 404 Permit may be required. The consultant shall perform the delineation in accordance with the U.S. Army Corps of Engineers (COE) Wetland Delineation Manual, Technical Report, and the Midwest Regional Supplement to the COE Wetland Delineation Manual. The delineation field work will determine if wetland areas in question have all three jurisdictional wetland parameters: hydrophytic vegetation, hydric soils, and wetland hydrology, and if waterways in question have Ordinary High-Water Mark (OHWM). If present, the consultant shall determine USGS Hydrologic Code and Water Regime.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in the upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin Classification and the Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral) will be based on best professional judgement and published resources (7.5-minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc.). Digital ground photos shall be taken and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter accuracy GPS to map all wetland and/or stream channel boundaries, photo points, and data points

Findings of the wetland field investigation shall be documented in the Wetland Delineation Report. The report shall include mapping of the wetland areas and the calculation of the wetland acreage on the property. The draft report shall be submitted to the City of Waverly for review and comment.

Lump Sum Costs 6.3 = \$15,400

6.4 Railroad Coordination

RailPros crossing design team will coordinate closely with BNSF Railway to support the safe, compliant, and efficient design of vehicular and pedestrian crossings. Our approach emphasizes early coordination, risk reduction, and alignment with federal, state, and railroad-specific requirements to streamline approvals and support project delivery.

RailPros will evaluate existing conditions and projected traffic demands to identify necessary improvements to the rail crossing for both vehicular and pedestrian movements at the railroad crossing. This effort will include a review of roadway geometry, sight distance, warning devices, pedestrian treatments, and accessibility features. Recommended improvements will be consistent with BNSF standards, MUTCD guidance, and applicable state and local criteria, with the goal of enhancing safety while minimizing operational impacts to rail service.

Our team will prepare design content submittals and supporting materials for the near term alternatives that affect the railroad . This includes conceptual design plans, narratives, and technical exhibits required by BNSF for review and concurrence. All submittals will be coordinated to align with project milestones.

As a value-added service, RailPros will perform early technical coordination with BNSF Railway to confirm applicable railroad design criteria, submittal requirements, and review protocols prior to advancing design.

Lump Sum Costs 6.4 = \$11,200

6.5 Private Development

The consultant will work with local developers who own parcels of land at or near 148th Street and U.S. Highway 6 and their representatives to better understand future plans for the corridor and define a schedule for these improvements.

The consultant will meet with developers and their representatives along with City of Waverly staff and planning personnel to share preliminary plans, update access locations for the project corridor, and identify commercial impacts to 148th Street and U.S. Highway 6.

Lump Sum Costs 6.5 = \$4,000

Assumptions	Deliverables
<p>The City of Waverly will work with the consultant to identify utilities in the area and local representatives for the utility.</p> <p>NDOT will be involved in the decision-making process for the preferred alternative.</p> <p>Wetland Investigation, and delineation if required, will be performed between May 1st and October 31st.</p> <p>Developers who own parcels of land in the project area will have plans for development.</p>	<p>Master list of contact information for utilities and log of communication with the representatives.</p> <p>List of potential utility conflicts.</p> <p>Meeting agendas and meeting notes with NDOT personnel.</p> <p>Wetland Delineation report and a recommendation on the 404 Permit Application (if required).</p>

Task 7. Public Involvement

7.1 Public Involvement Plan

The consultant shall develop a Public Involvement Plan (PIP) for review and approval by the City. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. The consultant shall analyze the project demographic area to determine if translation services are required. If required the consultant shall coordinate these efforts. All Information to be sent to the public or posted online shall be reviewed by the city prior to distribution. This information shall be updated as needed.

The consultant shall collaborate with the City to develop, update, and maintain a Public Involvement Plan (PIP) for project development activities and procedures. The PIP may include the following:

- Project Schedule and Key Public Involvement Schedule
- Engagement Strategy
- Communications Tools
- Media Relations/Scheduled Project Updates
- Comment Management
- Public Involvement Reporting

Lump Sum Costs 7.1 = \$2,000

7.2 Open House/Public Meetings

The consultant shall schedule, arrange, and facilitate two public meetings/open houses with the first to be held in conjunction with the two concepts for the near term intersection alternatives followed by a second open house to present the preferred final alternative. The consultant shall draft a newspaper

notice for each public meeting to be reviewed by the City. The notice shall be concise and in accordance with an example provided by the City. The consultant shall supply the final notice to the City 21 days prior to the event. The City shall be responsible for publishing the notice in accordance with local publishing and posting requirements. The consultant shall prepare mailers or door hangers prior to each meeting and distribute them no less than 10 business days prior to the meetings.

During the public meeting, the consultant shall be available to answer questions and receive comments. The consultant shall provide and maintain a sign-in list and comment forms for the public meetings and prepare a written summation of the oral and written comments received. The consultant shall coordinate necessary follow-up after each of the public meetings.

Lump Sum Costs 7.2 = \$8,000

7.3 Key Stakeholder Outreach

The consultant shall work with the City to identify key project stakeholders for participation in focus group meetings prior to public meetings. Key stakeholders for this project shall include individual property owners near the intersection of 148th Street and U.S. Highway 6 and business owners in the same intersection location as well as business leaders in the community. The consultant shall develop and distribute an initial introduction letter to key stakeholders and adjacent properties to introduce the project and to communicate that work on the project will be proceeding.

The consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes. It is anticipated that key stakeholders shall be engaged prior to each public meeting to obtain feedback, measure project and alternative acceptance, and build support prior to full public release. It is anticipated that two meetings shall be held prior to the two open house meetings.

The consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes. It is anticipated that key stakeholders shall be engaged prior to each public meeting to obtain feedback, measure project and alternative acceptance, and build support prior to full public release.

Lump Sum Costs 7.3 = \$3,800

7.4 Database and Comment Response Facilitation

The consultant shall develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, city officials, project team members, and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database shall be provided to the City, if requested. The consultant shall also serve as the point of contact for public involvement and information and shall keep a record of public contacts and inquiries regarding this project. The consultant shall develop a protocol that identifies policies and procedures for project-related communication. The consultant shall prepare a comment matrix for comments received and provide the City with draft responses for review and approval.

Lump Sum Costs 7.4 = \$4,600

7.5 Visualization Materials Development

The consultant shall prepare visualization materials for use in presentations to the public and stakeholders. This can include aerial mosaics with alternatives on boards and a 3D rendering of a preferred alternative.

Lump Sum Costs 7.5 = \$18,000

Assumptions	Deliverables
<p>The City shall provide an example public notice.</p> <p>The City shall be responsible for the posting of public notices in the local newspaper.</p> <p>The City shall be responsible for the coordination and posting of DMS's prior to each of the public meetings.</p>	<p>Public Involvement Plan.</p> <p>Visualization boards and 3D renderings.</p> <p>Minutes for key stakeholder meetings over the course of the project.</p> <p>Informational brochures/handouts for the public meetings.</p> <p>Talking points and frequently asked questions documents for all staff attending the public meetings.</p> <p>Public notices for each public meeting.</p> <p>Contact/comments database and coordinate responses.</p>

TOTAL COSTS ALL TASKS 1.1 – 7.5 - \$232,500

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Furnishing services of Engineer's Consultants for other than Basic Services.
 6. Providing construction surveys and staking to enable Contractor to perform its work.
 7. Providing Construction Phase services beyond the original date for final completion of the Work.
 8. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

**Project Schedule City of Waverly
148th Street & US-6 Intersection Improvement
Intermediate Approach
April 2026**

<u>Milestone</u>	<u>Completion Date</u>
Notice to Proceed	May 15 th , 2026 (Assumed)
Kick-Off Meeting	May 20 th , 2026
Topographic Survey	May 27 th – August 5 th , 2026
Existing ROW Research	May 27 th – July 25 th , 2026
Traffic Analysis	June 3 rd – July 16 th , 2026
Begin Alternative Analysis (Intermediate Approach)	June 15 th , 2026
1 st Progress Meeting	July 10 th , 2026
Drainage Study	July 20 th – September 20 th , 2026
Wetland Delineation	June 1 st – September 15 th , 2026
Meeting with BNSF	October 25 th , 2026
Complete Initial Alternative Analysis (Cut from 5 alternatives to 2 alternatives)	December 5 th , 2026
2 nd Progress Meeting	December 14 th , 2026
Open House	January 10 th , 2027
Complete Initial Alternative Analysis (Cut from 2 Alternatives to 1 alternative)	February 3 rd , 2027
Present Report on Intermediate Approach to City Staff	February 10 th , 2027
City Council Approval of preferred Alternative	
Intermediate Design	February 23 rd , 2027

**148th Street and 162nd Street Viaduct Study
Long Term Approach**

<u>Milestone</u>	<u>Completion Date</u>
Notice to Proceed	May 15 th , 2026 (Assumed)
Kick-Off Meeting	February 28 th , 2027
Begin Conceptual Analysis (Long Term Approach)	March 3 rd , 2027
Open House	June 10 th , 2027
Complete Conceptual Analysis (Long Term Approach)	July 15 th , 2027
Present Report on 2 Viaduct Options to City Staff	July 30 th , 2027

This is **EXHIBIT B**, consisting of 19 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

A.2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if not part of Engineer's services.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 - E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
 - J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 - K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

- L. If Resident Project Representative services are not to be provided pursuant to paragraph A.1.05.A.2 or otherwise, provide a qualified representative to observe the progress and quality of the Work.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory during construction to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify:
 - 1. that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or
 - 2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to paragraphs B.2.01.O and P.
- R. Owner designates _____ as their Project Manager who Schemmer shall coordinate all contractual matters with.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C.2.01 [Not Used]

C.2.02 Compensation for Basic Services (other than Resident Project Representative Services) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. The Lump Sum compensation of Two hundred thirty-two thousand five hundred dollars (\$232,500.00) for services performed in Exhibit A shall be payable as follows:
 - a. A sum which equals 30 percent of the Lump Sum compensation payable, after the Survey and Traffic analysis are completed
 - b. A sum which, together with the compensation provided under paragraph C.2.02.A.1.a, equals 50 percent of the Lump Sum compensation, after the alternative analysis has been started along with the conceptual design.
 - c. A sum which, together with the compensation provided under paragraph C.2.02.A.1.a and b, equals 80 percent of the Lump Sum compensation, after completion of the alternative analysis for the intermediate approach has been completed
 - d. A sum which, together with the compensation provided in paragraphs C.2.02.A.1.a, b, and c, equals 90 percent of the Lump Sum compensation, after the alternative has been selected and presented to the City Council.
 - e. A sum which, together with the compensation provided in paragraphs C.2.02.A.1.a, b, c and d equals 100 percent of the Lump Sum compensation, after the long term alternative has been studied and presented to the City of Waverly.
2. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –
Lump Sum Method of Payment

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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B. Period of Service. The compensation amount stipulated in paragraph C.2.02.A.1 is conditioned on a period of service not exceeding 12 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –
Lump Sum Method of Payment

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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This is **EXHIBIT D**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

Engineers Certificate of Liability insurance is attached to this Exhibit D.

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

- A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Allocation of Risks

Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

I6.10.B *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.



PO Box 367
846 S 13th St.
Geneva, NE 68361

Toll Free: 888-496-3902
Phone: 402-759-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

April 24, 2026

JEO Consulting Group, Inc.
2000 Q #500
Lincoln, NE 68503

Attn: Jackson Ceplecha

RE: Waverly, NE Existing Well Site #2

Labor to test pump test well	\$3,000.00
1 – NDEE new well kit	\$8,104.00
1 – PFAS kit	\$2,077.00
Total (does not include applicable sales tax)	\$13,181.00

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Doug Yantzie".

Doug Yantzie,
Municipal Manager



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

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

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

2026 New Well (“Project”).

JEO Project Number: 260663.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

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

B. The fee for the Project is:

Preliminary Design Phase:	\$ 36,000.00	Lump Sum
Final Design Phase:	\$ 24,000.00	Lump Sum
Bidding & Negotiation Phase:	\$ 6,000.00	Lump Sum
Construction Administration Phase:	\$ 28,000.00	Lump Sum
RPR Phase:	\$ 20,000.00	Hourly
<u>Post Construction Phase:</u>	<u>\$ 4,000.00</u>	<u>Lump Sum</u>
Total Estimated Fee:	\$118,000.00	

*Engineer’s estimate of the hourly amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts

payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

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

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: City of Waverly

Engineer: JEO Consulting Group, Inc.



By: _____

By: Dane Simonsen, PE

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

City of Waverly

JEO Consulting Group, Inc.

14130 Lancashire Street

2000 Q Street, Suite 500

Waverly, NE 68462

Lincoln, NE 68503

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Waverly desires professional engineering services for the design, bidding, and construction support associated with improvements to the City's municipal water system. The project includes the installation of a new submersible municipal water well at test well site 2025-1, associated water main connections, system controls, electrical improvements, and site improvements.

BASIC SERVICES [LUMP SUM]

PRELIMINARY DESIGN PHASE:

- A. Prepare for and conduct a project kickoff meeting with the Owner to discuss the project scope and schedule.
- B. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
- C. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- D. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
- E. Review billed hours by design team and prepare invoice statements for Owner.
- F. Attend Initiation/Kick-off Meeting with Owner. Meeting review to include:
 1. Review the scope, schedule, and project requirements.
 2. Review the proposed well location, transmission main, and connection into the existing well building distribution piping manifold.
 3. Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- G. Once Owner has provided confirmation to the Engineer of the proposed well, transmission main route, both Owner and Engineer are comfortable with the proposed water main alignment, Engineer will schedule and obtain a survey.
- H. Provide engineering surveys necessary to obtain and develop design data, to develop horizontal and vertical control, and to develop topographic survey of the project site. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electrical). Surveyors also to perform legal research necessary for documenting the property line locations.
- I. Plot existing field data in AutoCAD.
- J. Evaluate well casing size, pump capacity, water main size, and material requirements.
- K. Prepare a 30% complete preliminary set of plans and conduct a plan-in-hand review in the field to confirm the proposed layout and survey information, if necessary.
- L. Review alternatives for major construction materials and equipment.
- M. Prepare 60% complete preliminary specifications. Specifications to include:
 1. Bidding and contract documents.
 2. Special Provisions section outlining project specific components and considerations.
 3. Well and water main specifications.
- N. Perform an internal quality assurance and quality control (QA/QC) review of the specifications.

FINAL DESIGN PHASE:

- A. Review a 60% complete preliminary specification with the City staff for their review and comments.
- B. Revise the specifications based on the QA/QC comments and any comments from the City staff.
- C. Perform an internal quality assurance and quality control (QA/QC) review of the 90% complete specifications.
- D. Revise and finalize the specifications based on the review comments.
- E. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- F. Present completed final documents (Plans, Specifications, and Contract Documents) to Owner for review, approval, and review in detail by attending up to one meeting with Owner to present Final Design Documents and Opinions of Cost.
- G. Submit final specifications and bid documents to the Nebraska Department of Water, Environment, and Energy. Owner to pay all permit fees.
- H. Incorporate regulatory agency comments into final specifications with revised documents or prepare addendum as appropriate.

BIDDING AND NEGOTIATION PHASE:

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening.
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

- A. Schedule and conduct one Pre-construction Conference, on site, for all the proposed improvements.
- B. Provide interpretation of the plans and specifications, when necessary.
- C. Review shop drawings and related data supplied by the Contractor.
- D. Process Contractor's monthly payment estimates and provide to Owner for their approval.
- E. Consult with and advise Owner during construction.
- F. Review Geotechnical soil and concrete testing results, as needed.
- G. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- H. Recommend to the Owner the acceptance of the project and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

- I. Prepare Record Drawings for the new well and water main portions of the project and submit them to NDWEE.

POST CONSTRUCTION PHASE:

- A. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- B. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

SURVEYOR CONSTRUCTION STAKING PHASE:

- A. Provide horizontal and vertical control for the project. Set stakes for line, grade, and location of proposed improvements. JEO will make one trip for all staking needs. Additional staking will be at the expense of the contractor.

BASIC SERVICES [Hourly]

RESIDENT PROJECT REPRESENTATION PHASE:

- A. JEO will furnish a Resident Project Representative (RPR) to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 1. Review of contractors work for general compliance with the plans and specifications.
 2. Complete Construction Observation Reports when on site.
 3. Coordinate pay quantities with Contractor and Engineer.
 4. Assist in the review and verification of shop drawing materials.
 5. Review of materials delivered to the site for specification compliance.
 6. Assist the Engineer in interpretation of the plans and specifications to the contractor.
 7. Review and coordinate materials testing by assigned testing firm.
 8. Attend pre-construction and progress meetings.
 9. Compile records for use in preparing record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting
- B. 60% complete review meeting with City staff
- C. 90% complete review meeting with City staff
- D. Final documents meeting with City Board
- E. Bid opening
- F. Bid Award
- G. Pre-construction meeting
- H. Progress meetings
- I. Project closeout meeting

ESTIMATED TIME FRAME:

- A. Design Phase: 150 calendar days following project kickoff meeting.
- B. Bidding Phase: 60 calendar days from approval by the City.
- C. Construction Phase: Estimated at 150 calendar days.
- D. Post Construction Phase: 30 calendar days to complete punch list items.

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

- A. Floodplain, Corps 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- B. Land acquisition negotiations or preparation of legal documents for easement or purchase agreements.
- C. All permitting costs are the responsibility of the owner.
- D. Materials testing during construction is the responsibility of the owner. JEO will assist the owner in hiring a testing company if desired.
- E. Meetings not outlined in the scope of services.
- F. Any other item not outlined in the scope of services.

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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

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

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

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

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

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

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

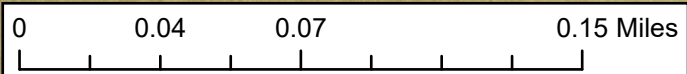
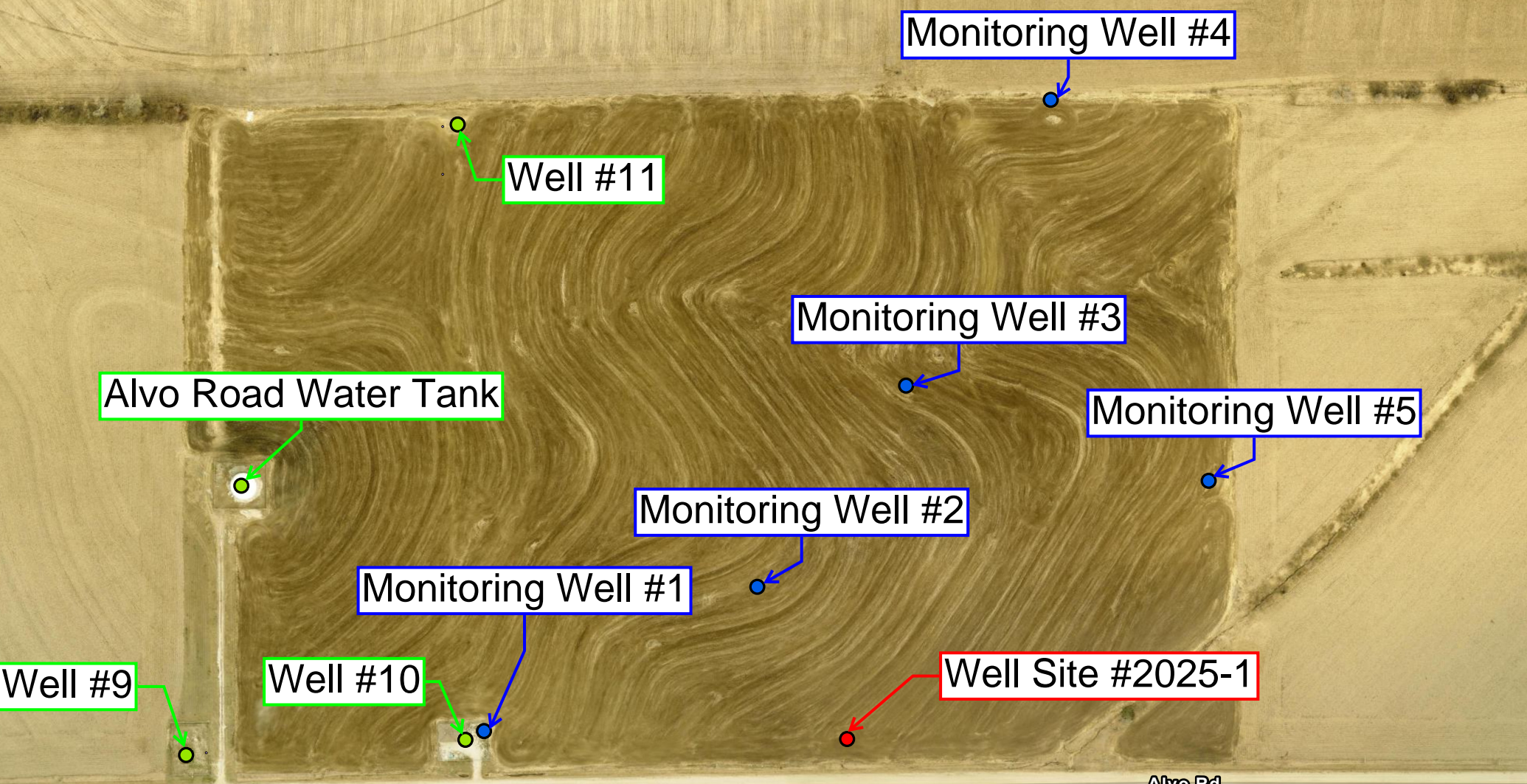
15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

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

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

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

Waverly Nebraska: Existing Wellfield



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Machine: Ricoh IM C4510

Fax?	Staple?	Punch Unit?	Lease Payment	SPA Payment	Months
Yes	Yes	Yes	\$195.69	\$222.40	60
Yes	Yes	No	\$185.81	\$212.52	60
No	Yes	Yes	\$184.86	\$211.57	60
No	Yes	No	\$174.99	\$201.70	60
No	No	No	\$160.64	\$187.35	60

Service and Supply Agreement Includes:

- Mono pages billed quarterly at \$0.00745 per page
- Color pages billed quarterly at \$0.03985 per page
- SPA Payment would include 1,500 Monochrome and 400 Color pages per month
 - Copies over that amount would be billed quarterly at **lower** rates:
 - \$0.00590 Monochrome
 - \$0.0323 Color
- All parts, labor, toner and service calls
- Delivery, digital installation, training, and support

Agreement excludes:

- Paper and staples

Machine: Sharp BP-70C45

Fax?	Staple?	Punch Unit?	Lease Payment	SPA Payment	Months
Yes	Yes	Yes	\$168.84	\$197.38	60
Yes	Yes	No	\$161.61	\$190.15	60
No	Yes	Yes	\$160.02	\$188.56	60
No	Yes	No	\$152.79	\$181.33	60
No	No	No	\$138.15	\$166.69	60

Service and Supply Agreement Includes:

- Mono pages billed quarterly at \$0.0078 per page
- Color pages billed quarterly at \$0.04079 per page
- SPA Payment would include 1,500 Monochrome and 400 Color pages per month
 - Copies over that amount would be billed quarterly at **lower** rates:
 - \$0.00590 Monochrome
 - \$0.0323 Color
- All parts, labor, toner and service calls
- Delivery, digital installation, training, and support

Agreement excludes:

- Paper and staples



Future State:



Optional Accessories:
 Inner Finisher \$18.50
 Punch Unit \$13.22

Total Cost of Ownership		
Future Lease & Maintenance	Payment	
63 Months	\$191.30	
	<u>Mono</u>	<u>Color</u>
Cost per Impression	\$0.0060	\$0.0450
Overage per impression	\$0.00600	\$0.04500
Average Monthly Volumes	3,690	1,551
Total Impression Charges	\$1.14	\$2.30
<i>Monthly Investment</i>	\$194.74	

Thank you for your business!
 TJ Goltl | Account Executive | 4022752885 | tjgoltl@visualedgeit.com



Make	Model	Description
Kyocera	TASKalfa MZ5001ci	50 PPM Color MFP, 4 GB RAM, 256 GB SSD, Data Security Kit, Optional WIFI and WIFI Direct, Mobile Printing

Included Features

- > 320 Sheet Dual Scan Doc. Processor
- > Multi-Feed Detection
- > Scans Up to 200 Images Per Minute
- > 4 x 500 Sheet Paper Drawers
- > 150 Sheet Multi-Purpose Tray

Purchase Option..... \$9,238.46

Leasing Options	Lease Term	Lease Payment
	60	\$180.15

Maintenance Agreement

100% Inclusive except for Paper- covers all Parts, Labor, Mileage, Drums, and **TONER**. All images are billed on exact usage at the following rates:

- All B&W Prints billed at: **\$0.0068**
- All Tier 1 Color Prints at: **\$0.035** (Tier 1 is 0-4.0% Color Fill)
- All Tier 2 Color Prints at: **\$0.053** (Tier 2 is 4.01%-7% Color Fill)
- All Tier 3 Color Prints at: **\$0.069** (Tier 3 is 7.01%-Up% Color Fill)

Optional Network Support Agreement: covers tech support for matters relating to scanning, printing, or other networked functions of the equipment. \$15.00/m per device

Proposed Solution

Equipment:

QTY	Make	Model	Description
1	Sharp	BP-70C36	36 PPM B&W / 36 PPM Full-Color Copier
			3-Hole Punch Unit
			Center Exit Tray
			Stand/3 x 550-sheet Paper Drawers
			50-sheet Staple Inner Finisher
			Fax Expansion Kit

Please see attached brochure or specification sheet for more details.

Lease Payment	Service Payment	Term
\$172.76	\$39.40	60

Included with Service Program:

All parts, labor, toner, training, and service calls.

- **3,000 B&W Copier** pages included at **\$0.0038**. Overages billed at **\$0.0038 per page**.
- **800 Color Copier** pages included at **\$0.0350**. Overages billed at **\$0.0350 per page**.



Proposed Solution

Equipment:

QTY	Make	Model	Description
1	Sharp	BP-70C45	45 PPM B&W / 45 PPM Full-Color Copier
			3-Hole Punch Unit
			Center Exit Tray
			Stand/3 x 550-sheet Paper Drawers
			50-sheet Staple Inner Finisher
			Fax Expansion Kit

Please see attached brochure or specification sheet for more details.

Lease Payment	Service Payment	Term
\$172.76	\$39.40	60

Included with Service Program:

All parts, labor, toner, training, and service calls.

- **3,000 B&W Copier** pages included at **\$0.0038**. Overages billed at **\$0.0038 per page**.
- **800 Color Copier** pages included at **\$0.0350**. Overages billed at **\$0.0350 per page**.



Proposed Solution

Equipment:

QTY	Make	Model	Description
1	Sharp	BP-70C31	31 PPM B&W / 31 PPM Full-Color Copier
			3-Hole Punch Unit
			Center Exit Tray
			Stand/3 x 550-sheet Paper Drawers
			50-sheet Staple Inner Finisher
			Fax Expansion Kit

Please see attached brochure or specification sheet for more details.

Lease Payment	Service Payment	Term
\$147.22	\$43.90	60

Included with Service Program:

All parts, labor, toner, training, and service calls.

- **3,000 B&W Copier** pages included at **\$0.0045**. Overages billed at **\$0.0045 per page**.
- **800 Color Copier** pages included at **\$0.0380**. Overages billed at **\$0.0380 per page**.





4125 South 94th Street, Omaha, NE 68127 - (402) 537-8000 Fax (402) 537-4379
5253 R Street, Lincoln, NE 68504 - (402) 475-4445 Fax (402) 475-4590

Proposal Prepared For:

CITY OF WAVERLY

Make and Model:

Xerox C8245

60 Month Lease Rate:

\$76.00 per month

Service Rates:

Black: \$.0038 per page

Color: \$.025 per page

Consumable tracking and delivery: \$14.95 per month

Our comprehensive service contract covers all necessary parts and labor to repair your MFP, as well as toner, developer, drums, fuser rollers, and all preventative maintenance calls. This program applies during normal business hours and only excludes paper and staples. Guaranteed 4-hour response time on down machines. Automatic toner replenishment and meter read program.

Your workplace, working better.

Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is entered into by and between the parties listed below as of the Effective Date, and signed by a representative of each entity, who attests to having the necessary power and authority to bind the respective party:

“Caselle”	“Customer”
Entity Name: Caselle LLC	Entity Name:
Address: 1656 S. East Bay Blvd Suite 100 Provo, UT 84606	Address:
Contact:	Contact:
Phone Number:	Phone Number:
Email Address:	Email Address:
Signature:	Signature:
Name:	Name:
Title:	Title:
“Effective Date”: _____, 20__	

In consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
 - 1.1. “**Customer Data**” means all electronic data and information processed or stored through the Hosted Services by Customer or on Customer’s behalf, but shall not include payment records, credit cards or other information Customer uses to pay Caselle, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.
 - 1.2. “**Data Protection Laws**” means all state, foreign, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance, and any industry rules or self-regulatory

codes of conduct relating to data protection, privacy, data security, electronic communications, or data security incidents that are applicable to Customer or Customer Data.

- 1.3. **“Documentation”** means any user manuals and other documentation that Caselle makes available to assist in the integration or use of the Hosted Services or On-Premise Software.
- 1.4. **“Hosted Services”** means Caselle’s cloud-based services, applications and modules listed in an Order and hosted by or on behalf of Caselle for Customer, excluding all third party software.
- 1.5. **“On-Premise Software”** means Caselle’s software products listed in an Order to be delivered as licensed software and deployed on Customer’s premises in accordance with the terms of this Agreement and the Order.
- 1.6. **“Order”** means a quote, statement of work, invoice, or an order, furnished by Caselle to Customer, for access to the Hosted Services, for limited license to the On-Premise Software, or for other Services to be provided by Caselle to Customer. The Order is incorporated into and made a part of this Agreement.
- 1.7. **“Personal Data”** means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular data subject, including without limitation, all information defined as “Personal Data,” “Personal Information” or analogous definitions in applicable Data Protection Laws.
- 1.8. **“Services”** means the Hosted Services and/or On-Premise Software (as applicable) and the installation, initial training, configuration, customization, data conversion, and other services described on an Order, excluding Support.
- 1.9. **“Support”** means the support services for the Hosted Services or On-Premise Software as set forth in Section 2.4 of this Agreement.
- 1.10. **“User”** means any person who uses the Hosted Services on Customer’s behalf or through Customer’s accounts or passwords, whether authorized or not, including without limitation Customer’s employees, representatives, consultants, contractors and agents.

2. SERVICES

- 2.1. Subscription and License Types. Caselle makes services available both in the form of a subscription to Hosted Services and a limited license to On-Premise Software. Certain terms and conditions of this Agreement apply only to the Hosted Services or to the On-Premise Software. Customer acknowledges and agrees that the delivery method of the Services (subscription to Hosted Services or limited license to On-Premise Software) indicated in an Order will determine the applicability of those terms and conditions under this Agreement. Notwithstanding the foregoing, Caselle generally permits (upon request and with Caselle prior approval) the transition during the term of an Order from On-Premise Software delivery to Hosted Services delivery. If Customer so requests and Caselle approves, Customer acknowledges and agrees that (a) Customer’s acceptance of the Hosted Services constitutes Customer’s agreement to the applicable terms of this Agreement governing Hosted Services, (b) Customer may incur an additional fee for transition as agreed upon by the parties in writing, and (c) Caselle will not be liable to Customer for any losses (including loss of data or profits) that Customer may incur as a result of such transition.

- 2.2. Authorization. Subject to the terms and conditions of this Agreement (including without limitation Customer's timely payment of all fees and compliance with all other obligations and restrictions set forth in this Agreement) and to the extent applicable in accordance with Customer's Order, Caselle:
- (a) grants to Customer permission to access and use the functionality of the Hosted Services, for the limited purposes described in the Documentation, throughout Customer's applicable service period; and/or
 - (b) grants Customer a license, during Customer's applicable license period, to reproduce and use the On-Premise Software, solely in the form furnished by Caselle to Customer, on Customer's own server(s) for the limited purposes described in the Documentation.
- 2.3. Delivery of Services. Upon payment by Customer of the applicable fees, Caselle will provide the Services as set forth in the applicable Order. If applicable based on Customer's Orders, Caselle will make the On-Premise Software available for electronic download.
- 2.4. Support. Caselle will use reasonable efforts during the term of this Agreement to make the Hosted Services available for Customer's authorized use twenty-four (24) hours per day, 365 days per year, subject to any planned or unplanned downtime. Caselle will use reasonable efforts to limit planned downtime to 11:00 pm Saturday to 1:00 am Sunday (Eastern Standard Time). Caselle will use reasonable efforts to communicate unplanned downtime via email or through the Hosted Services. Caselle's support primarily consists of responses to system operational configuration questions, troubleshooting assistance, and responses to occasional how-to questions concerning the Services. Support will not include, and Caselle will have no responsibility with regard to, any issues related to or arising from (a) Customer's or a third party's hardware, infrastructure or network, (b) any changes made other than by Caselle or its representatives, (c) format changes to any file used to import from, or export data to, a third party, or (d) training of personnel. Extended Support fees may apply and be assessed to Customer for any issues not covered by standard Support. Caselle will have representatives available for phone, email and internet support from 7:30 am to 5:30 pm (Mountain Standard Time) Monday through Friday (except designated federal and/or business holidays). To the extent applicable, Caselle will take reasonable measures to backup Customer Data each business day Monday through Friday (except designated holidays).
- 2.5. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Hosted Services or On-Premise Software, as the case may be.
- 2.6. Hosted Services Revisions. Caselle may revise Hosted Services features and functions at any time, including without limitation by removing such features and functions or reducing service levels.
- 2.7. Ownership. The permissions and the license granted to Customer above are non-exclusive, non-transferable (unless assignment is approved by Caselle in accordance with Section 10.6), non-sublicensable, revocable, and subject to any applicable restrictions or limitations set forth in an Order and this Agreement. All rights not expressly granted to Customer are reserved by Caselle and its licensors. Without limiting the foregoing, all ownership and other proprietary interests in and to the Documentation and the Hosted Services, On-Premise Software and all fixes,

upgrades and updates thereto, and other Services, and all patents, copyrights, trade secrets, trademarks and other intellectual property rights embodied in or associated with the same, are and shall remain with Caselle and/or its licensors, as applicable. Neither this Agreement nor access to the Hosted Services or limited license to the On-Premise Software will be construed as transferring title or any ownership right or interest in the same to Customer. Upon termination of this agreement, Customer's limited license terminates, and Customer must, if applicable, return all copies and modifications of the On-Premise Software to Caselle within 30 days of receipt of written notification of such termination from either party.

- 2.8. Feedback. If Customer provides any feedback, enhancement requests, recommendations, comments, or suggestions (collectively, "**Feedback**") about Caselle or the Services, Customer agrees that Caselle may freely use such Feedback in its discretion without any obligation, attribution, or compensation to Customer, and Customer waives all rights in the Feedback.

3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

- 3.1. Acceptable Use. The Services are for commercial use only. Customer shall comply with the Documentation. Customer shall not, nor will Customer allow anyone else to, directly or indirectly: (a) use the Services for any purpose other than Customer's own internal business purposes including, without limitation use for service bureau or time-sharing purposes or in any other way sublicense or allow third parties to use or exploit the Services, (b) permit any third party, other than Users with appropriate access authority, to access or use the Services without Caselle's consent, including without limitation providing Services passwords or other log-in information to any third party, (c) share all or any portion of the non-public Services features or content with any third party, (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services, (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler, (f) knowingly upload or permit to be introduced to the Services any data or other information that contains any worms, vulnerabilities, viruses, Trojan horse, or any other code, routine, program or mechanism of a destructive or malicious nature that permits unauthorized access into, disables, partially or wholly erases, or otherwise adversely affects the Services or the systems on which the Services are hosted, (g) reverse engineer, disassemble, decompile, decode, or adapt the Services, or any part thereof, or otherwise attempt to derive or gain access to the source code of the Services, (h) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to the Services or part thereof, (i) interfere with or disrupt servers or networks connected to the Services, or bypass or breach any security device, license key or protection used for or contained in the Services, (j) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any of Caselle's or any other party's intellectual property rights or that violates any applicable law, (k) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or Caselle systems, including, without limitation, to conduct penetration or similar testing, or (l) remove any disclaimer, copyright, trademark, proprietary rights, or other notice on or in the Services.

- 3.2. Customer Obligations. Customer assumes full responsibility for the use and results obtained from the use of the Services. Customer acknowledges that various third-party hardware, software and services are required to use the Services or certain features thereof, and Customer will be solely responsible for obtaining the same, at its expense and in accordance with all applicable specifications in the Documentation and Order, as needed. If Customer is using On-Premise Software and Caselle provides a fix, upgrade or update, Customer agrees to immediately install and/or use such fix, upgrade or update and discontinue use of the previous version of the On-Premise Software. For Hosted Services, any upgrades and other modifications we may create to improve the performance of the Services may be automatically installed without providing any additional notice or receiving consent from Customer.
- 3.3. Users. Customer is responsible and liable for: (a) Users' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Services through Customer's account, whether authorized or unauthorized. Customer shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting its passwords and other log-in information. Customer shall notify Caselle immediately of any known or suspected unauthorized use of the Services or breach of its security and shall use best efforts to stop said breach.
- 3.4. Compliance with Laws. In its use of the Services, Customer shall comply with all applicable laws and regulations.

4. CUSTOMER DATA

- 4.1. Use of Customer Data. Customer grants Caselle a worldwide, non-exclusive, royalty free, transferable, sub-licensable, perpetual, irrevocable right and license to access and use Customer Data (a) to provide the Hosted Services to Customer, (b) to share it with our affiliates and service providers for the purpose of providing the Hosted Services, (c) to contact Customer for marketing purposes, or (d) as required by applicable law or by proper legal, governmental or regulatory authority. Customer retains all right, title, and interest in and to Customer Data, subject to the rights granted to us in the Agreement. Customer is solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and right to use Customer Data submitted to Caselle through the Services as well as the consequences, ramifications, and results of sharing Customer Data with Caselle. Caselle is not under any obligation to review Customer Data and shall not be liable or responsible for the content, accuracy, or appropriateness of, or the right to use Customer Data to perform the Services. Caselle may retain third parties to assist it in performing its obligations under this Agreement or any Order provided that such third parties shall share Caselle's legal obligations with respect to Customer Data as set forth herein. Such third parties shall be referred to as Subprocessors herein. If required by Data Protection Laws, Caselle will notify Customer before engaging any Subprocessor to process Customer Data. Caselle shall not sell Customer Data or share it with any third party for cross-contextual behavioral advertising. Caselle shall not, except as otherwise required or permitted herein, in an Order, or in other written direction from Customer, disclose Customer Data to any third party. To the extent Customer or Users provide Personal Data in connection with the use of the Services, Customer is responsible for and

warrants that Customer will obtain the necessary rights and consents under applicable law to disclose to Caselle, and allow Caselle to collect, use, retain, and disclose information that Customer provides to Caselle which Caselle is enabled to collect, including information using cookies or other similar means. Caselle also shall not combine Personal Data within the Customer Data with any data received from or on behalf of any third party. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for Caselle to use reasonable commercial efforts to restore the lost or damaged content or data from the latest back-up of such content or data maintained by Caselle. Caselle will not be responsible for any loss, corruption, destruction, alteration or disclosure of Customer Data caused by Caselle or any third party.

- 4.2. Security. Caselle shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data. Further, Caselle shall arrange for backup of Customer Data each business day to the extent applicable.
- 4.3. De-Identified Data. Caselle shall own all rights in and may collect, use, transfer, or share De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. "**De-Identified Data**" refers to Customer Data that has been processed so that it does not (a) contain Personal Data or (b) permit the identification of Customer.
- 4.4. Return or Destruction. Upon the termination or expiration of this Agreement, Caselle will return or securely destroy, at Customer's option, all Customer Data in Caselle's possession in a format of Caselle's choosing. If Customer elects the return of Customer Data, Caselle will securely destroy all Customer Data after such return. If Customer does not elect for the return of Customer Data within sixty (60) days of the termination or expiration of this Agreement, Caselle will securely destroy the Customer Data. Further, upon Customer request and for an additional fee, Caselle may assist Customer with installation and/or configuration of Customer Data on a local network. The obligations above do not apply to De-Identified Data.
- 4.5. Required Disclosure. Notwithstanding anything to the contrary in this Agreement, Caselle may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Caselle shall give Customer prompt notice of any such legal or governmental demand unless prohibited from doing so, and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.6. Risk of Exposure. CUSTOMER RECOGNIZES AND AGREES THAT HOSTING DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN ACCESSING AND USING THE SERVICES, CUSTOMER ASSUMES ALL SUCH RISKS. CASELLE OFFERS NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT CUSTOMER DATA WILL NOT BE EXPOSED OR DISCLOSED THROUGH ERRORS OR THE ACTIONS OF THIRD PARTIES.
- 4.7. Data Accuracy. Caselle will have no responsibility or liability for the accuracy of Customer Data.
- 4.8. Regulatory Compliance. Caselle shall reasonably cooperate with Customer, at Customer's expense and on reasonable notice, to allow the Customer to take reasonable and appropriate steps to ensure that Caselle's processing of Customer Data is consistent with Data Protection Laws. If Customer determines that Caselle's processing of Customer Data is inconsistent with

Data Protection Laws or exceeds the authorization that Customer has authorized under this Agreement or in an Order, Caselle shall reasonably cooperate with Customer, at Customer's expense, to stop and remediate such processing.

- 4.9. Security Incidents. In the event either Customer or Caselle becomes aware of the unauthorized destruction, loss, alteration, disclosure, acquisition or use of, or access to Customer Data (a "**Security Incident**"), the party shall notify the other without undue delay, and, in any event, within five (5) days. The parties shall reasonably cooperate to determine the scope and cause of the Security Incident and to remediate the cause and effects of the Security Incident. Such cooperation shall include a continuing duty to share all information reasonably available to the party regarding the scope, nature and effects of the Security Incident. If Data Protection Laws require notice of a Security Incident to be given to government authorities or individuals, Customer shall promptly undertake such notifications at Customer's expense. Likewise, if Data Protection Laws require remedial action (which may include, without limitation: notice to credit reporting agencies, media, or other entities; support for affected individuals; and credit monitoring services), Customer shall promptly provide such remedial action at Customer's expense. Caselle will not inform any third party (except as legally or contractually required) of the Security Incident without Company's prior written consent.
- 4.10. Requests from Regulators and Individuals. If Caselle receives any inquiry or request from a government body or individual regarding the processing of Personal Data within the Customer Data, Caselle shall, unless prohibited by law, promptly forward such inquiry or request to Customer. Where such request is forwarded to Customer, Customer shall have the sole responsibility to respond to such inquiry or request. Caselle shall reasonably cooperate, at Customer's expense, with Customer as needed to respond to such inquiry or request.

5. PAYMENT OF FEES

- 5.1. Fees. Customer agrees to pay Caselle the fees set forth in Orders. Fees will be invoiced and paid in U.S. dollars. Unless otherwise specified in an Order, each invoice is due and payable at the invoice due date. Further, unless otherwise set forth in an Order, Caselle may increase the fees for any renewal period. Upon Customer request, Caselle will provide notice of any fee increases prior to renewal. No Support will be rendered to the Customer if any fees are overdue.
- 5.2. Interest, Taxes and Withholdings. Overdue payments will result in a 10% late payment fee. The fees set forth in this Agreement are exclusive of, and Customer will pay, all taxes, duties and other charges or fees imposed by governmental authorities arising out of this Agreement or the use of the Services by Customer. In the event that Caselle is required to pay any tax or duty (other than taxes based on Caselle's net income), Customer will reimburse Caselle for any and all such payments.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement will commence on the Effective Date and continue until this Agreement has terminated or all Orders have been terminated, whichever occurs first. Except as otherwise set forth in an Order, the initial term of each Order will be for the period of time from when the Order becomes effective until the date that is one (1) year from the date when Caselle begins providing Services. Each Order will automatically renew after its initial term for

successive one (1) year periods, unless either party refuses such renewal by written notice thirty (30) or more days before the renewal date.

- 6.2. Termination for Cause. Either party may terminate this Agreement, including all active Orders, for the other's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Caselle's other rights and remedies, Caselle may suspend or terminate Customer's or any User's access to the Services at any time, without advance notice, if Caselle reasonably believes that Customer or such User has conducted itself in a way that is not consistent with the Documentation or the other requirements of this Agreement, in a way that puts the Services at risk, or in a way that subjects Caselle to potential liability.
- 6.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all permissions and other authorizations granted by Caselle to Customer under this Agreement will terminate and Customer shall (a) cease using the Services, (b) pay within thirty (30) days all amounts remaining unpaid under this Agreement, and (c) return all copies of Caselle's Confidential Information to Caselle or certify, in writing, the destruction thereof. Sections 2.7, 2.8, 3, 4, 5, 6.3, 7, 8, 9, 10, and any other provisions of this Agreement that, by their terms, contemplate continuing effectiveness beyond the term of this Agreement, will survive termination or expiration of this Agreement.

7. CONFIDENTIALITY

- 7.1. Confidential Information. "**Confidential Information**" means: (a) all software code, documentation and other materials included in or furnished by Caselle as part of the Services; and (b) any other non-public technical or business information of Caselle (or its licensors), including without limitation any information relating to Caselle's techniques, algorithms, software, hardware, firmware, know-how, current and future products, services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, strategies, marketing plans and information, the terms and conditions of this Agreement, and any other information of Caselle (or its licensors) that is conspicuously identified as confidential or proprietary at the time of disclosure or that Customer should otherwise reasonably understand to be confidential or proprietary to Caselle or its licensors due to the nature of the information or the circumstances of its disclosure.
- 7.2. Obligations. Customer will maintain the confidentiality of the Confidential Information using at least the same measures employed to protect Customer's own confidential information and in no event less than reasonable measures. Customer will limit the disclosure of Confidential Information to only its personnel with a bona fide need to access such Confidential Information in order to exercise Customer's rights and obligations under this Agreement, and then only provided that each such person is bound by a written confidentiality agreement that contains restrictions at least as protective as those set forth in this Agreement. Customer shall not use, publish, duplicate, exploit or dispose of Confidential Information with respect to its performance of its duties under this Agreement.
- 7.3. Injunction. Customer agrees that Caselle will suffer irreparable harm in the event that Customer breaches any obligations under this Section 7 and that monetary damages will be inadequate

to compensate Caselle for such breach. In the event of a breach or threatened breach of any of the provisions of this Section, Caselle, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity and without the necessity of posting bond or proving that it has no adequate remedy at law, shall be entitled to seek a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. From Caselle. Caselle warrants that the Services: (a) will be provided in a professional manner and otherwise in accordance with generally recognized industry standards; and (b) will conform in all material respects to the Documentation. Customer's sole and exclusive remedy for any breach of the above warranty will be for Caselle to use commercially reasonable efforts, at no charge to Customer, to correct the non-compliance.
- 8.2. From Customer. Customer represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement. Customer represents that it has the requisite expertise to evaluate the suitability of, and has undertaken its own investigation of the suitability of, the Services and that it has relied upon its own skill and judgment in selecting the Services. Customer agrees it has determined that the Services meet Customer's needs. Customer assumes the entire risk of using the Services. Customer also represents and warrants that (a) its use of Customer Data complies with Data Protection Laws; (b) it has the legal right to use Customer Data and (c) it has the legal right to allow Caselle to process such Customer Data as set forth in this Agreement and any applicable Order.
- 8.3. Services Disclaimers. Except to the extent set forth in Section 8.1, THE SERVICES ARE PROVIDED AND ACCEPTED BY CUSTOMER "AS IS," AND "AS AVAILABLE" WITH NO REPRESENTATION OR WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF HIDDEN OR LATENT DEFECTS, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. CASELLE DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR FREE, SECURE OR WITHOUT DEFECT, WILL BE ACCURATE, RELIABLE OR CORRECT, WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, WILL BE VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS, OR THAT ALL FAILURES OF THE SERVICES WILL BE CORRECTED. CASELLE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, SYSTEM OR NETWORK FAILURES OR FAILURES IN THE SYSTEMS OF CASELLE'S THIRD PARTY SERVICE PROVIDERS. CASELLE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THIRD PARTY ACTS OR OMISSIONS INCLUDING, WITHOUT LIMITATION, LOSS OF CUSTOMER DATA. FURTHERMORE, CASELLE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF ANY OF CASELLE'S WEBSITES OR HOSTED SERVERS DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE OR TELECOMMUNICATIONS

PROVIDERS, AND FOR ANY OTHER REASON. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) CASELLE HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY THIRD PARTY HOSTED SERVICES OR HARDWARE.

9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 9.1. Maximum Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CASELLE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES (INCLUDING IN RELATION TO THE SEPARATE SPECIFIC TERMS) TO CUSTOMER OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (a) THE AMOUNT OF ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER AND/OR THE THIRD PARTY, OR (b) THE AMOUNTS PAID TO CASELLE BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY CASELLE. UNDER NO CIRCUMSTANCES WILL CASELLE BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM HACKING OR OTHER UNAUTHORIZED ACCESS TO CUSTOMER'S ACCOUNT, CUSTOMER DATA OR ANY OTHER INFORMATION OF CUSTOMER OBTAINED BY CASELLE IN RELATION TO CUSTOMER'S USE OF THE SERVICES. IF CUSTOMER IS A CALIFORNIA RESIDENT, CUSTOMER EXPRESSLY WAIVES ITS RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
- 9.2. Exclusion of Damages. IN NO EVENT WILL CASELLE BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM LOST REVENUE, LOSS OF BUSINESS, LOST OF ACTUAL OR ANTICIPATED PROFITS, LOST SAVINGS, LOSS OR CORRUPTION OF CUSTOMER DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, INJURY, DEATH, OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, ALL REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF CASELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION.
- 9.3. Basis of Bargain. The foregoing limitations and exclusions are an essential part of the parties' agreement and will apply even if any remedy fails in its essential purpose.

- 9.4. Customer Indemnity. Customer agrees to defend, indemnify and hold Caselle, its parent, subsidiaries, affiliates, officers, managers, directors, shareholders, members, employees, agents and representatives harmless from and against any and all claims, losses, liabilities, damages, judgments, penalties, costs and expenses (including but not limited to reasonable attorneys' fees and collection costs) arising out of or related to (a) any suit, claim or proceeding relating to the processing of Customer Data, (b) Customer's or Customer's employees', agents', representatives' or Users' (collectively, "**Customer's Representatives**") use or misuse of the Services or negligent or willful misconduct, (c) any activity occurring under Customer account(s), (d) any misrepresentation by Customer, (e) Customer's Representatives' acts or omissions in connection with the Services, Customer's business operations, or Customer's products or services, (f) Customer or Customer's Representatives' violation of the rights of any third party including, without limitation, intellectual property rights or privacy rights, (g) any actual or alleged breach of Customer's representations, warranties or obligations set forth in this Agreement, the Order or the Documentation, (h) Customer's violation of any applicable law, rule or regulation, (i) any claim by Customer's customers in connection with the Services, Customer's business operations or Customer's products or services, and (j) any third party's access to Customer's account or the Services using Customer's account credentials.

10. MISCELLANEOUS

- 10.1. Independent Contractors. Caselle and Customer are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.2. Notices. Caselle may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received twenty-four (24) hours after they are sent. Customer may send notices pursuant to this Agreement to sales@Caselle.com and such notices will be deemed received seventy-two (72) hours after they are sent. Either party may also send notices to the other party at the address provided in the introduction via recognized overnight carrier, and such notices will be deemed received the following business day if sent for next day delivery.
- 10.3. Severability. If any term or provision of this Agreement should be declared unlawful, void or unenforceable, the remaining terms and provisions of this Agreement shall be unimpaired and remain in full force and effect, and the unlawful, void or unenforceable term or provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under applicable law.
- 10.4. Entire Agreement. This Agreement, together with any Orders and documents referenced in this Agreement, constitutes the entire agreement and understanding between Caselle and Customer relating to the subject matter of this Agreement and supersedes any and all previous and contemporaneous communications, proposals, warranties, representations or agreements, whether written or oral, with respect to the subject matter of this Agreement. Any term or condition in any document provided by Customer that is in addition to or inconsistent with the terms and conditions of this Agreement (but that purports to relate to the subject matter of this Agreement) is hereby expressly rejected, and Caselle's acceptance of any offer or order of


Customer is expressly made in reliance on Customer's assent to all of the terms and conditions of this Agreement.

- 10.5. Conflicts; Order of Precedence. In the event of a conflict between provisions of this Agreement, an Order, the Documentation, or other attachment, the following order of precedence will govern: (1) an Order, with more recent Orders taking precedence over earlier Orders; (2) this Agreement; and (3) the Documentation.
- 10.6. No Assignment. Customer shall not assign this Agreement, any interest in this Agreement, or any rights hereunder, or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without Caselle's prior express written approval, which approval shall not be unreasonably withheld. Any such purported assignment or delegation by Customer without Caselle's prior written consent will be null and void and of no force or effect. Caselle may assign this Agreement without Customer's prior written consent to an affiliate or in connection with a change of control, merger, acquisition, or sale of all or of substantially all of its assets.
- 10.7. Amendment. Caselle reserves the right, in our sole discretion, to modify or change the Services and/or this Agreement or any part thereof at any time without prior notice to Customer. Caselle may amend this Agreement by posting a Notice of Revision and revised Agreement on its website and/or delivering a Notice of Revision and revised Agreement to Customer through Customer's account (if applicable) or to Customer's contact email address, each of which will be effective as of the time of posting or delivery, as applicable. Customer is responsible for reviewing Caselle's website, Customer account, and contact email account on a regular basis. Customer's access to and use of any of the Services following the posting or delivery of an amendment constitutes Customer's consent to such amendment.
- 10.8. Choice of Law and Jurisdiction. This Agreement and the rights, duties and obligations of the parties hereto are to be governed by, construed and enforced according to the laws of the State of Delaware and applicable controlling U.S. federal law, without regard to any conflict of law rules or principles. Any dispute arising out of or related to this Agreement shall be resolved only in the state or federal courts located in New Castle County, Delaware, and Customer and Caselle hereby submit to the exclusive jurisdiction of such courts. Customer irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Delaware, or to in personam jurisdiction, provided that service is effective. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 10.9. Force Majeure. Caselle will not be responsible for any delay or failure to perform its obligations specified in this Agreement due to causes beyond Caselle's reasonable control including, without limitation, failure or malfunction of Customer's or third party service provider's equipment, disruptions of Internet protocol ("IP") service through intermediate carriers, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, pandemics, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority.
- 10.10. Waiver. Failure by Caselle to enforce any rights or remedies under this Agreement or any Order will not be construed as a waiver of such rights or remedies, and a waiver by Caselle of a default

under this Agreement or any Order in one or more instances will not be construed as constituting a continuing waiver or as a waiver of any other rights or remedies under this Agreement or any Order. Caselle will not be deemed to have waived any rights or remedies under this Agreement or any Order unless such waiver is in writing and signed by a duly authorized representative of Caselle.

- 10.11. Use of Customer Name. Customer hereby consents to Caselle's use of Customer's name and logo to identify Customer as a customer or user of the Services in Caselle's marketing materials.
- 10.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

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Caselle® Hosted Software & Services Proposal

City of Waverly, NE

April 28, 2026

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle[®] Hosted Software & Services Proposal
City of Waverly, NE
April 28, 2026

Proposal Summary

Annual Platform Fee	\$32,000
<hr/>	
<u>One Time Investment</u>	
Total Training	17,980
Total Setup	16,840
Total Conversion	15,120
Project Management Fee	8,989
<hr/>	
Total One Time Investment	\$58,929

A deposit of 50% of the total proposal price is required with this order. The remaining balance is due when the first application goes live.

The Annual Platform Fees will be billed when the first application goes live and will not increase for three (3) years.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Waverly is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Hosted Software & Services Proposal
City of Waverly, NE
April 28, 2026

Proposal Detail

Annual Platform Fee

Financial Management

General Ledger	\$7,000
Accounts Payable	10,000
Cash Receipting	2,500
Fixed Assets	2,000

Utility Billing

Utility Billing	5,000
Utility Direct Pay	1,500
Service Orders	2,400

Three (3) Revver User Licenses 3,600

Five (5) Concurrent User Licenses 6,000

Sub Total **\$40,000**

Small Site Reduction **(8,000)**

Total SaaS Platform Fees **\$32,000**

Caselle® Hosted Software & Services Proposal
 City of Waverly, NE
 April 28, 2026

One Time Investment

Financial Management

General Ledger Bundle

+ *Department Dashboard (miViewpoint)*

Training	\$2,940
Setup	2,520
Conversion	5,880

Cash Receipting

Training	\$420
Setup	1,260

Accounts Payable Bundle

+ *Purchases & Requisitions*
 + *Account Payable Workflow*
 + *Check on Demand*

Training	\$2,380
Setup	2,940
Conversion	2,800

Fixed Assets

Training	\$560
Setup	560
Conversion	840

Utility Billing

Utility Management Bundle

+ *UM Community Portal Incl.*
 + *Misc Community Portal*

Training	\$8,120
Setup	7,280
Conversion	5,600

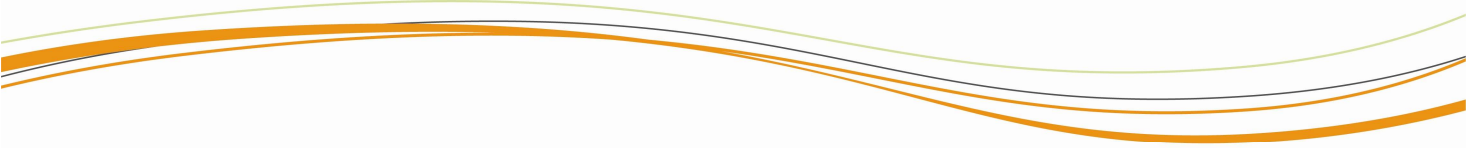
Utility Direct Pay

Setup	Included
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Service Orders

+ *Mobile Service Orders (Incl'd Online Mapping)*

Training	\$560
Setup	280



Caselle[®] Hosted Software & Services Proposal
City of Waverly, NE
April 28, 2026

Document Management

Document Management through Revver

Training	\$3,000
Setup	2,000

Concurrent User Licenses

Five (5) Concurrent User Licenses

Project Management Fee **8,989**

Total One-Time Investment **\$58,929**

Notes:

1. Training will take place at Caselle. We offer several options for training: at our location in Provo Utah, Onsite and Online. We offer a significant discount to come to our location for training and have found that taking you out of your environment helps avoid interruptions and can be the most beneficial. Some sites request a combination of all three. We encourage training at Caselle but are more than happy to do what works best for you and your staff.
2. The subscription based Revver Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.

Please review the Revver SaaS agreement included with this proposal. Accepting this proposal indicates that you have reviewed and agree to the Revver SaaS agreement.

3. If during the Implementation the Pre-Live and Go-Live needs to be re-scheduled you may be subject to additional charges up to \$10,000 depending on frequency and reason.

Caselle allocates resources and staffing to accomplish your implementation in a timely manner. When hard dates are set and missed it affects multiple projects and requires more time and resources.

4. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Caselle[®] Hosted Software & Services Proposal
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General Conditions

- This Proposal is governed by and subject to the Master Services Agreement between Customer and Caselle (“MSA”). Capitalized terms used in this Proposal and not defined herein have the meanings provided in the MSA.
- Caselle has made efforts to ensure the information contained within this Proposal is complete and accurate. However, Caselle reserves the right to correct any error or omission related to fees, product description or availability.
- Fees quoted in this Proposal do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are Customer’s responsibility. Customer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Caselle will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
- **New Customers** will be billed for all annual platform fees (includes product updates and enhancements, support, and hosting when applicable) upon commitment (receipt of this signed proposal or agreement). This will also determine the annual renewal date of this proposal. Caselle will also bill Customer for 50% (fifty percent) of the one-time fees and costs (implementation fees and conversion fees) to reserve a spot on Caselle’s implementation schedule. Caselle will bill Customer for the remaining 50% (fifty percent) of the one-time fees and costs once the live training for the first application has been completed. Payment is due upon receipt.
- **Existing Customers** purchasing additional modules will be billed upon commitment the full amount for one-time fees and the annual platform fees prorated to coincide with the Customer's annual renewal date. Payment is due upon receipt.

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Optional On-site Training

Travel expenses will be invoiced when training is complete and include actual airfare, hotel, and car expenses, plus Caselle's food per diem of \$55.00 per day. These are not included in the total proposal price.

On-site Training Requirements

In order to receive the full benefit and value of our software products, it is imperative that the on-site training be conducted in an organized, professional and uninterrupted manner. To ensure this, Caselle Inc. requires the following conditions:

- Training class size will be limited to the number of workstations available in the training area.
- Each training area will have one workstation for each student and one workstation for the instructor or data conversion specialist. Each training workstation must have access to a common network.
- Each training room must have a dedicated printer networked to all the training workstations.
- Training rooms must be set up and completely functional before the first day of training.
- Training rooms should provide an education environment and be free from interruptions or distractions for students. Equipment such as a whiteboard or easel, three-hole punch, and stapler should be available in the training room.
- Key personnel must be available before and after normal working hours to discuss data conversion issues, assist with implementation, or if a "live" run of Accounts Payable, Utility Billing or Payroll etc., is to be done.

Caselle will be in contact with the customer prior to scheduling the training to ensure the above conditions can be met. If delays result from the above conditions not being met during on-site training, additional training fees may apply.

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Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

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Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle’s current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization’s daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,000 accounts are included

**Bank Reconciliation
Data Conversion**

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

1 bank accounts are included



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Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

AP ACH

- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up vendors with necessary routing and account numbers.
- Format one direct pay voucher.

Purchases & Requisitions Setup

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Check on Demand Setup

- Format the check form.

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

1,642 meters or customers are included

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Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Utility Direct Pay Setup

- Set up header and batch information with the appropriate information for the direct payment file.
- Set up bank options with bank account and routing information.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Fixed Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.



CASELLE®

COMMUNITY
CONNECT
PRICE PROPOSAL FOR
WAVERLY, NE



PRICING & TERMS (CONVENIENCE FEE)

PAYMENT FEES	
Credit/Debit Card	[3.5%] Convenience Fee with a [\$2.95] minimum
ACH	[\$2] Flat Rate
All fees include recurring, one-time payments, all payment channels, and all card brands (Visa, MasterCard, American Express and Discover).	
OTHER FEES	
e-Bills – Only charged when customer no longer receives a printed bill	\$.20 per e-Bill - Waived
Text Notifications – Charged per outbound text notification to each contact	\$.10 per outbound - Waived
Chargeback	\$15.00 per chargeback
Returned Check Fee	\$15.00 per returned check
PCI Compliance Fee	\$10.00 per month – [Waived]

COMMUNITY CONNECT PORTAL FEES	
Utility Billing	[Pricing Included within Proposal]
Miscellaneous (They will be collecting Court Payments)	[Pricing included within Proposal]
Implementation Fee – Includes integration, billing process configuration, portal setup, and staff training	[Pricing Included within Proposal]
Client Support - Unlimited phone + e-mail inquiries. Assigned Client Success Manager	Included

**Unless otherwise specified, Implementation Fee includes up to six (6) hours of implementation work by Caselle staff. Any required work above six hours will be billed hourly increments at \$200/hour.*

Payment is due upon execution of this proposal unless other payment terms are negotiated. The information provided in this proposal is valid for 90 days from issue date.

SIGNATURE AGREEMENT

You agree to purchase the software and services detailed in this proposal.

Client Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Custom Pricing Quote and Agreement

Entity Name	Waverly, NE
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Account Type
 Complete a separate Pricing Agreement for each deposit account and/or Account Type that is required.

General Government	Yes
Utility	No
Visa Registered Utility Biller	No

Absorb Processing Fees?

Visa / Mastercard / Amex / Discover	No
ACH	No

Convenience Fee Rates (Visa / Mastercard / Amex / Discover)

Rules				Percentage Fee	Per Item Fee
Between	\$0.00	-	\$84.29	N/A	\$2.95
Over	\$84.29	-		3.5%	\$0.00

Convenience Fee Rates (ACH)

Rules				Percentage Fee	Per Item Fee
Over	\$0.00	-		0.00%	\$2

Processing Fees
 Only applicable for accounts absorbing fees.

Pricing Type	N/A
Visa / Mastercard / Discover / Amex Rate	N/A
Visa / Mastercard / Discover / Amex Per Item	N/A
ACH Rate	N/A
ACH Per Item	N/A

Custom Pricing Quote and Agreement

****NOTICE AND DISCLOSURE OF CARD ASSOCIATION PASS-THROUGH FEES "COST":** Each card organization assess fees to merchants in connection with transactions outside of the bank's control, such as dues and assessments, fixed acquirer network fees, international/cross-border transaction fees, network access and data usage charges. These fees apply to all merchants, regardless of bank, processor or ISO affiliation and are passed through at cost to you, the merchant, and are not marked up. For interchange pass through pricing, by signing this Custom Pricing Quote and Agreement, you accept and agree to these pass-through fees and understand that they may change from time-to-time without notice.

Fixed Fees	
Applicable to all accounts.	
Per Chargeback	\$15.00
Per ACH Return	\$2.50
Per Unauthorized ACH Return	\$15.00
Monthly PCI Validation Fee	\$8.00 (Waived)

Additional Instructions

If you would like to purchase terminals that work with Zift and Caselle please purchase them at [Shop - shop.zift.io](http://shop.zift.io)

You agree to pay the fees on this Custom Pricing Quote and Agreement which is an Addendum to the Zift Merchant Application and Terms and Conditions.

Accepted By: _____ Title: _____

Signature: _____ Date: _____