

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on November 28, 2023 at 6:00 PM. This meeting will be held at the Waverly City Office Building located at 14130 Lancashire Street, Waverly, Nebraska. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

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

All items listed with an asterisk (*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
 - 1.f) Proclamations and Presentations
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
 - 5.a) *Minutes of the November 14, 2023 City Council Meeting
 - 5.b) *Minutes of the November 22, 2023 Special Meeting
6. **Consideration of Claims and Financial Reports**
 - 6.a) Claims for payment
 - 6.b) Keno & Sales Tax Reports
7. **Introduction of Resolutions**
 - 7.a) *Consideration of Resolution 23-28 the signing of the Year-End Certification of City Street Superintendent 2023
 - 7.b) Consideration of Resolution 23-29, a resolution of the City Council of the City of Waverly, Nebraska, providing for the discontinuance of a certain mandatory conservation measure as enacted under the Water Emergency Declaration of June 28, 2023.
8. **Introduction of Ordinances**
 - 8.a) Consideration of the first reading of Ordinance 23-17, an ordinance of the City of Waverly, Nebraska, amending Chapter 51 of the Waverly Municipal Code relating to the Declaration of a Water Watch, Warning, or Emergency; Establishment of Procedures; and Water Conservation Measures.
9. **Introduction of Business and Communications**
 - 9.a) Consideration of approval of Waverly Projects #001, #005, and #006 for the Owner-Occupied Housing Rehabilitation Project through SENDD.
 - 9.b) Consideration of accepting the Waverly Well Field Hydrogeologic Analysis Report completed by Olsson.
 - 9.c) Consideration of approval of Master Services Work Order with Olsson for engineering services on the Well Siting Study in an amount not to exceed \$6,000.00.

- 9.d) Consideration of accepting a bid from Layne Christensen Company for Well #6 maintenance in an amount not to exceed \$12,865.00.
 - 9.e) Consideration of approval of agreement with Rieschick Drilling Company for construction of Well #7 Replacement Project and Notice to Proceed and authorize the Mayor to sign.
 - 9.f) *Consideration of authorizing the Mayor to sign the 5 year Quiet Zone Affirmation.
 - 9.g) Consideration of purchasing a 2020 HINO 338 dump truck from RDO Truck Center for the Streets Department in an amount not to exceed \$97,000.00, and approval of Claims Group B.
 - 9.h) *Consideration of approval of Right of Way Request from ALLO for the placement of fiber optic cable in an area generally located at Anderson North Park north to the Wittrock Addition.
 - 9.i) Consideration of purchase from TG Technical Services of a gas monitoring system for the Wastewater Treatment Plant in an amount not to exceed \$20,957.07.
 - 9.j) *Consideration of approval of change order #4 with Carrothers Construction for the Aquatic Center Project.
 - 9.k) Updates on following items: Water Emergency, Fire Station, Aquatic Center.
10. **Committee Reports**
- 10.a) Human Services (Park & Recreation): Council Member Hummel
 - 10.b) Public Works (Utilities & Street): Council Member Jespersen
 - 10.c) Public Health (Fire & Safety): Council Member Nielson
 - 10.d) Fiscal & Economic Development: Council Member Pascoe
 - 10.e) City Administrator Fisher

11. **Adjournment**

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

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

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

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON NOVEMBER 14, 2023

CALL TO ORDER

Mayor Bill Gerdes called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes, Council Members Abbey Pascoe, Dave Nielson, Aaron Hummel, and David Jespersen were in attendance. Other City Officials present were City Administrator Stephanie Fisher, Deputy City Attorney Sarah Meier, and City Clerk Megan Frye. Others present were Public Works Director Tracey Whyman, Fire Chief Jared Rains, Emergency Services Coordinator Robin Hoffman, Lancaster County Deputy Sheriff Jason Brownell, The Waverly News reporter Sam Crisler, Bill Montague, Ryan Meston, Missi Pishna, Owen Killham, and Sam Corey. 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 Pascoe moved to adopt the Agenda as presented. Council Member Nielson seconded the motion.

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

CONSENT AGENDA

Minutes of the October 24, 2023 City Council Meeting

Consideration of Resolution 23-27 authorizing temporary street closures for Waverly Fire/Rescue parade on Sunday, December 10, 2023.

Consideration of Right of Way Request from ALLO for fiber optic cable placement in areas generally located in Anderson North Park and Bailie Ct.

Ratification and approval of the Waverly Fire/Rescue raffle fundraiser to be held on December 10, 2023 and the opening of a checking account on behalf of the City of Waverly associated therewith.

Consideration of approving the Fiscal Year 2022 Safe Streets and Roads for All (SS4A) Grant Agreement from U.S. Department of Transportation and authorize the mayor to sign all necessary documents.

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

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

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

Deputy Brownell reported it has been pretty quiet. Brownell stated LSO will be present for the Waverly Fire/Rescue Santa Express on December 10.

PUBLIC COMMENTS

Bill Montague asked why the 2 fireworks stands by the interstate were allowed. Montague advised in the past, the fireworks stands in town promoted people to use the Waverly facilities. Montague asked why this was changed and asked to view the fireworks permit paperwork.

APPROVAL OF MINUTES

Consent Agenda.

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

Claims for Payment: October 25th - November 14th, 2023		
Group A		
Vendor	Description	Amount
Dylan & Rachel Andelt	Utility Deposit Refund	\$ 100.00
Melissa Araiza	Utility Deposit Refund	\$ 100.00
Josh & Shannon Hughes	Utility Deposit Refund	\$ 100.00
Jason & Andrea Kriger	Utility Deposit Refund	\$ 100.00
Josh & Jess Moser	Utility Deposit Refund	\$ 100.00
Andrew & Alison Neujahr	Utility Deposit Refund	\$ 100.00
Audrey Schutte	Utility Deposit Refund	\$ 100.00
September Stone	Utility Deposit Refund	\$ 100.00
ADP Fees	Payroll Fees	\$ 121.21
ADP Payroll	Payroll	\$ 33,899.95
ADP Payroll	Payroll	\$ 33,815.19
Andrew Toy	Meal reimbursement-water class	\$ 17.10
Barco Municipal Products Inc.	Street sign	\$ 176.83
Black Hills Energy	Natural gas	\$ 149.80
Brainard Heating & Air	Repair thermostat	\$ 223.16
Carquest Auto Parts	Supplies	\$ 188.60
Colonial Life	Insurance	\$ 43.92
Cornhusker International Truck	Dump truck	\$ 157,187.00
Cubby's, Inc.	Fuel	\$ 2,205.97
DataVizion, LLC	VizionCare Complete, Microsoft 365, Aruba Foundation Care	\$ 1,780.00
DE Guns Firearms & Service	Lottery/Raffle Prizes	\$ 2,179.97
Dearborn National	Life & AD&D Insurance	\$ 116.35
Eakes Office Plus	FD copier contract billing	\$ 36.18
Fidelity Security Life Insurance	Vision Insurance	\$ 139.72
Frontier	Ruby Fieldmaster	\$ 391.95
Hamilton Equipment Co.	Supplies	\$ 363.39
Horizon Bank	Monthly ACH Fees	\$ 10.00
John Deere Financial	Supplies	\$ 387.16
John Hancock USA	Retirement	\$ 2,948.14
John Hancock USA	Retirement	\$ 3,061.93
Kevin LaPage	Repairs	\$ 270.00
Lancaster Co Sheriff Office	November 2023	\$ 35,186.00
Lincoln Electric System	Electricity	\$ 18,190.02
MacQueen Emergency	Fire Truck Repair	\$ 293.21
Menards-Lincoln North	Supplies	\$ 428.40
Midwest Laboratories, Inc	Lab fees	\$ 54.77
Mike Palm	Supplies reimbursement	\$ 21.99
NDEE-Fiscal Services	Water Operator License Renewal	\$ 115.00
Nebraska Dept Revenue Waste	Utility Sales Tax	\$ 9,591.48

Nebraska Dept Revenue Waste	Waste Reduction & Recycling Fee	\$ 25.08
Nebraska Snow Equipment	Snow plow repair	\$ 1,172.00
NEDA	NEDA Annual Membership	\$ 150.00
NSG Logistics LLC	Ice control salt	\$ 1,938.33
Olsson	Waverly Water Study Update	\$ 940.75
One Call Concepts, Inc.	One-Call Service	\$ 155.46
Pinnacle Bank	Supplies	\$ 265.98
Pinnacle Bank	Insurance deduct., street signs, railroad crossing kit, fire helmet cameras, medical devices	\$ 4,616.54
Production Creek Specialty Adv	Coed Softball Champ T-Shirts, employee clothing	\$ 216.00
Quik Dump Refuse	Garbage Service	\$ 531.52
Rembolt Ludtke LLP	Zoning violation, legal fees	\$ 3,740.00
Robin L. Hoffman	License & raffle fees	\$ 45.00
Robin L. Hoffman	Supplies reimbursement	\$ 28.88
Ryan Lawn and Tree	Sprinkler repairs	\$ 2,807.00
S & L Trenching LLC	Water repair 13621 Guildford	\$ 1,950.00
Sandry Fire Supply	Supplies	\$ 170.15
Schemmer Associates Inc.	Quiet Zone Reaffirmation	\$ 500.00
Small Engine Specialists	Supplies	\$ 78.20
SE Rural Fire Protection Dist.	EMS Calls	\$ 1,000.00
The Voice News	Advertising & Printing	\$ 363.20
U.S. Postmaster	Stamps/Postage	\$ 264.00
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
Visual Edge IT	Copies	\$ 80.57
Windstream	Phone Service-Fire	\$ 261.50
Windstream	Phone Service	\$ 939.99
Claims Group A Total		\$ 326,778.49

Council Member Pascoe moved to approve the claims in the amount of \$326,778.49. Council Member Nielson seconded the motion.

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

Treasurer's Report and Budget & Expense Report

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

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

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 23-27 authorizing temporary street closures for Waverly Fire/Rescue parade on Sunday, December 10, 2023.

Consent Agenda.

INTRODUCTION OF ORDINANCES

None.

INTRODUCTION TO BUSINESS AND COMMUNICATIONS

Consideration of Right of Way Request from ALLO for fiber optic cable placement in areas generally located in Anderson North Park and Bailie Ct.

Consent Agenda.

Ratification and approval of the Waverly Fire/Rescue raffle fundraiser to be held on December 10, 2023 and the opening of a checking account on behalf of the City of Waverly associated therewith.

Consent Agenda.

Consideration of acceptance of the Water Distribution Study completed by Olsson.

Council Member Hummel moved to accept the Water Distribution Study completed by Olsson. Council Member Nielson seconded the motion.

Olsson representatives Owen Killham and Sam Corey presented the Water Distribution Study which includes population projections, current and future water demands, water quality, existing facilities that supply and store the water, and recommended projects and improvements.

Killham stated Waverly has had a lot of population growth from 1990 to the present and that is expected to continue over the next several years, which will increase the water demands. The high growth rate used was as identified in the Comprehensive Plan update that is currently under development by Hanna:Keelan.

Corey stated the current average water usage is about \$600,000 gallons per day or 138 gallons per person per day and the projected use in 20 years is one million gallons per day. The most strain on water system is during summers months of 1.85, which is nearly double the usage.

Killham stated the water quality is good and there are no cause for concerns. Corey advised of the potential for nitrates increasing and advised the EPA maximum is 10mg/l. Corey shared possible solutions to reduce high nitrate levels include creating a blending station or find a new water source, by drilling a new well or connecting to Lincoln water, both of which would involve additional engineering. Council Member Pascoe suggested Olsson contact Tyler Benal of NRD, who currently working with producers in our area, to combine efforts of similar studies and help determine the proper amount of nitrate fertilizer to use to help improve the plant utilization and lessen what is left in the ground.

The water tower and ground level storage tank total 1 million gallons of storage and is sufficient to meet requirements. Total well capacity of the 7 active wells shows there is sufficient well capacity to meet demands. The current water restrictions are related to the aquifer levels for the safety of the wells and the water decline. One half of the wells are run each day for a maximum of 12-15 hours to minimize overheating the pumps and motors and to not strain the aquifer. We have recommended updating the pump schedule, from evens and odds to specific wells based on capacity running to balance the schedule. Most of the wells have connection capacity to backup power so if power loss were to happen, that would provide more resiliency to the system. Public Works Director Whyman confirmed we have switched what days wells run three or four months ago when it was recommended.

Killham advised Whyman provided information on all the water main breaks logged since 1998 plotted on a water system map, which helped in determining the four projects identified. Killham shared those projects and locations. Killham shared the plan to serve the future growth areas as well as the projected population growth over the next 20 years. Killham shared the 4 construction phases a through d, with the future population growth projections in mind. The recommendation is install a 16-inch water main in each area to provide the best pressure for developments and a high level of fire protection, with regards to the development coming online and buildings inhabited to avoid stagnant water in the mains and bad water quality. We developed a water model and that was used to determine the digital representation of the

water system and can tell you what the system pressures are across the system and we can help the city in the future to size water mains and make sure things are sized appropriately to provide the best service to the customers. After the study is over, that water model still exists and we'll continue to use that to help the city and it's future industries that might be a large water user once it connects to the system to assimilate that in the water model and see what affect it will have on the other residents.

Corey shared some key recommended water system improvements including replacing a 4-inch water main with a 6-inch on Oak Lane, improving a looped connection to upgrade the fire flow on Northloch Street with cul-de-sacs and dead ends, adding a 16-inch water main as development occurs in the new development east of town, adding an additional pipe from Well 5 to Energy Way, and replacing water mains with historical breaks. Corey advised general improvements including adding eight fire hydrants in areas lacking coverage and replacing old metal water mains in the system over a period of 20 years. Corey noted Waverly is good at having mostly 6-inch or greater diameter pipes.

Council Member Hummel stated we are still in line with the studies from years before with no major change or shift—everything is in line. Hummel commented this is part of an overall study for infrastructure and looking at the pipes and components and there is another study going on for the aquifer. Hummel stated this is just one piece of the puzzle and is not everything.

Council Member Nielson asked a question concerning aquifer levels and Killham advised the hydro-geo team is coming out in a couple of weeks to discuss their findings. Killham stated Waverly's water is in a confined aquifer for the most part, except for two wells, so it's a longer process for the precipitation to get to the aquifer and to refill it.

Pascoe stated Olsson's part of the study is done so now we have this information, and we get to discuss which projects are first. City Administrator Fisher stated Corey and Killham are working with the City on the hydrogeological process as well. Corey stated we have some recommendations on mainly making the wellfield more resilient to drought years and seeing what can be done to prevent as much aquifer drawdown.

Nielson asked if we should be nervous about the water situation and Killham said there are a lot of good solutions for the City of Waverly and also good timing for rebuilding Well 7 which we have an opportunity to make more resilient based on the groundwater levels that we wouldn't have had otherwise without this information.

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

Mayor's appointment of Community Redevelopment Authority (CRA) members.

Council Member Pascoe moved to approve the Mayor's appointment of Community Redevelopment Authority (CRA) members. Council Member Nielson seconded the motion.

Mayor Gerdes introduced the members and their terms: Greg Dunlap, 5 years; Rusty Wellman, 4years; Ryan Meston, 3 years; Missi Pishna, 2 years; and Cole Stark, 1 year. Gerdes thanked Pishna and Meston for attending. Pascoe stated Meston, Dunlap, and Wellman were part of my economic development committee and I am happy to have them on the CRA.

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

Consideration of approving the Fiscal Year 2022 Safe Streets and Roads for All (SS4A) Grant Agreement from U.S. Department of Transportation and authorize the mayor to sign all necessary documents.

Consent Agenda.

Consideration of approval of Plans and Specifications for the Eastbourne Street Water Main Improvements and to Release for Bid.

Council Member Pascoe moved to approve the Plans and Specifications for the Eastbourne Street Water Main Improvements and to Release for Bid. Council Member Nielson seconded the motion.

Public Works Director Whyman advised this was part of the 2010 water study and a lot of those projects in the updated water study were in that 2010 study.

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

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Hummel

Council Member Hummel reported the team has been picking up limbs and mulching around trees the park. All bathrooms and buildings have been winterized for the year and they have been working on winterizing everything. Hummel reported on the takeaway from the Parks & Rec meeting is getting ready for the upcoming pool season. I commend City Administrator Fisher, Parks & Rec Director Murrell, and the pool manager for all their hard work looking into rates, costs to run things, setting up pool passes, and breaking down hourly wages. Hummel advised they are considering the costs of parties to give flexibility so cost is tied into amount of employees working—smaller pool parties will be cost reflective.

Public Works (Utilities & Street): Council Member Jespersen

Council Member Jespersen reported they received the new dump truck. Public Works Director Whyman stated we are working to get it calibrated but we are almost ready to push snow this winter. Jespersen reported they swept leaves for the last week and a half and worked on the drought data, triggers and data analysis information.

Public Health (Fire & Safety): Council Member Nielson

Council Member Nielson reported there was a stroke training last night. Fire Chief Rains stated we are getting ready for the Santa Express and parade on Sunday, December 10 from 3-7pm. We are getting donations from Certified Piedmontese, Hy-vee, and The Wave. There will be a deejay, Santa, face painting, crafts, a cookie walk, and more. This is our first Christmas parade so please call me if you are interested in getting a float in the parade. The parade will start about 6pm with lineup at 5:30. I'm hoping it's a little dark so it will be a lighted float. We will have tree trucks, pump trucks, and I hope to have a good parade and good event and nicer. My goal is to get a little bit better for the community each year.

Fiscal and Economic Development: Council Member Pascoe

Council Member Pascoe reported there is a new business coming to Amberly Crossing called The Mix. They will be making deliveries on November 17, in-town only. This Sunday, the library is holding a craft vendor fair from 1-5pm at the Community Foundation Building. The Santa Express event at The Wave is on December 10 from 3-7, put on by the fire department. The Mexican Restaurant will be applying for their liquor license soon.

Council Member Pascoe thanked all of the members of the Fire and Rescue department in honor of National First Responders Day, which was October 28.

City Administrator Fisher

City Administrator Fisher reported there are several upcoming public hearings in December. The Comprehensive Plan presentation will go before the Planning Commission and then City Council. There is a zoning change at Empire Addition from AG to GI. The preliminary plat for the Waverly Ridge Estates will go to Planning Commission and will be coming up for the City Council. Olsson representative Owen Killham stated Well 7 construction will be on the November 28 City Council meeting. Fisher reported Parks & Rec Director Murrell is working diligently on getting the Aquatic Center project closed out. Some of the things they are still working on are the gates for the surge pit. We are trying to get it closed out to apply for reimbursement grants that we were awarded. We have a tentative date set with the City of Lincoln on December 13 to discuss water—that's our goal. We are working on getting the Quiet Zone Reaffirmation completed. Public Works Director Whyman painted lines then a sign was put up on Friday. Fisher reported there is also a reimbursement from the Railroad Safety Transportation District for \$10,000 given back. Most of public works department attended an equipment and safety training at Lancaster County Event Center.

ADJOURNMENT

Council Member Pascoe moved to adjourn the meeting at 6:40 p.m. Council Member Nielson seconded the motion.

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

William D. Gerdes, Mayor

Megan K. Frye, City Clerk/Deputy Treasurer

MINUTES OF A WAVERLY SPECIAL MEETING HELD ON NOVEMBER 22, 2023

CALL TO ORDER

Mayor Bill Gerdes called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes, Council Members Abbey Pascoe, Dave Nielson, Aaron Hummel, and David Jespersen were in attendance. Other City Officials present were City Administrator Stephanie Fisher, City Attorney Mark Fahleson, City Clerk Megan Frye, and Public Works Director Tracey Whyman. 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 Pascoe moved to adopt the Agenda as presented. Council Member Nielson seconded the motion.

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

DISCUSSION OF ANY PRESENT AND FUTURE CHANGES TO MUNICIPAL ORDINANCE CHAPTER 51: WATER, WITH INTENDED FOCUS ON SECTION 51.37.

The Public Works Director shared Olsson's water restrictions and updated triggers recommendations. He first explained for a Water Watch the current triggers are 5 feet below normal season levels, the well out of service restrictions are 2 wells out of service, and the water demand restrictions are 3-day average over 800,000 gallons. The proposed Water Watch drought restriction levels "Trigger A" pumping water levels is 50% of wells or 5 of 8 wells within 5 feet of shutoff, the well out of service restrictions "Trigger B" is 25% of wells or 3 of 8 out of service, and the water demand restrictions "Trigger C" well run times is all wells runtime exceeds 18 hours per day (3.65 MGD).

For a Water Warning, the current triggers are 10 feet below normal seasonal levels, the well out of service restrictions are 3 wells out of service, and the water demand restrictions are 3 day average over 900,000 gallons. For a Water Warning, the proposed drought restriction levels "Trigger A" pumping water levels is 40% of wells or 4 of 8 wells within 3 feet of shutoff, the well out of service restrictions "Trigger B" is 38% of wells or 4 of 8 out of service, and the water demand restrictions "Trigger C" well run times is all wells runtime exceeds 20 hours per day (4.05 MGD).

For a Water Emergency, the current triggers are 15 feet below normal seasonal levels or pumping 5 feet from the top of the screen, the well out of service restrictions are 4 wells out of service, and the water demand restrictions are 3 day average over 1,000,000 gallons. For a Water Emergency, the proposed drought restriction levels "Trigger A" pumping water levels is 15% of wells or 2 of 8 wells within 1 foot of shutoff, the well out of service restrictions "Trigger B" is 50% of wells or 5 of 8 out of service, and the water demand restrictions "Trigger C" well run times is all wells runtime exceeds 22 hours per day (4.46 MGD).

Whyman went over each well for January through November 2023 pumping level to shutoff and pointed out a few major dips in water levels, generally during the peak watering season. Whyman shared the static levels of each well for January through November 2023, as well as the precipitation for those months. Whyman shared pumping levels distance from shutoff points for each well if Olsson's trigger recommendations had been enacted for 2019 through 2023, then shared actual pumping levels for the past 5 years. Mayor Gerdes noted how the water emergency impacted those numbers and we could have been worse off if watering was open. Whyman shared the Metropolitan Utilities District in Omaha (MUD) current procedures for their water restrictions level 1 through 4 related to their triggers, as well as Lincoln

Water System current procedures for their water restrictions phase 1, 2, and 3, and catastrophic water shortage levels 1 through 3 and shared their triggers (signals).

Council Member Pascoe stated Whyman has been with the City for over 30 years, knows more than anyone, and has valuable feedback. Whyman said Olsson's have been working on this since September and have shared the calculations in the memo as a summary of their findings. Fisher stated we have met with them 3-4 times. Whyman shared there was some confusion with the current triggers being vague which could be interpreted differently, and Council Member Jespersen advised the new triggers are clearer and easier to understand. Whyman advised we discussed with Olsson if we would want to implement not having the drought triggers effective in winter since nobody's watering in January. Pascoe stated it is important to have an end date and noted we've been in the emergency since June and it is now November. Gerdes advised it ends when we are out of an emergency, and we need to see some precipitation. Pascoe advised we didn't need to implement every single one of the water conservation methods and Gerdes responded I don't want the residents to run out of water. Jespersen noted the drastic changes from the watch and warning to the emergency that left residents feeling it was instantaneous and Jespersen expressed we should use more of a step system, so it isn't so drastic. Gerdes stated it was a true emergency and we should have been in a warning last year.

Council Members discussed the possibility of using mandatory water restrictions each year earlier in the watering season as a proactive measure. Council Members discussed an issue of concern is new homes being built but having to wait to hook up water taps due to the emergency, as well as business that may want to come but cannot hook up to taps. Council Member Hummel suggested we be more strict and implement water restrictions as policy each May to be proactive and Gerdes agreed Council could recommend a 3-day watering schedule to implement with these changes. Gerdes advised we could also do the same with sod with a 2-week application period, then must follow the rules of the watering restrictions like everybody else. Whyman suggested we have a rain sensor requirement for in-ground sprinklers in our building code to prevent residents from watering while it's raining—an issue we saw often.

Pascoe advised the City needs to share more information to residents, especially via social media. Hummel advised we should be more proactive and continue working on education to the community. Pascoe expressed desires to see more positive reinforcement and provided examples. Hummel suggested we hire someone for code enforcement.

Fisher stated Olsson's are not policymakers and advised the Council Members it is up to you as the elected body what do you want to make the conservation measures and what will impact. Council Members and City Attorney Fahleson discussed the timeline of seeing these changes in an ordinance.

ADJOURNMENT

Council Member Pascoe moved to adjourn the meeting at 7:18 p.m. Council Member Nielson seconded the motion.

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

William D. Gerdes, Mayor

Megan K. Frye, City Clerk/Deputy Treasurer

Claims for Payment: November 15th - 28th, 2023

Group A			
Vendor	Description	Amount	Date Paid
ADP FEES	Payroll Fees	\$ 70.75	11/24/2023
ADP FEES	Payroll Fees	\$ 118.58	11/24/2023
ADP PAYROLL	Payroll	\$ 48,732.67	12/1/2023
ALL ROAD BARRICADES, INC.	Barricade rental	\$ 31.00	
BALL INSURANCE SERVICES	Fire Department Insurance	\$ 2,240.60	
Barco Municipal Products Inc.	Speed limit sign	\$ 466.85	
Black Hills Energy	Natural gas	\$ 411.13	
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 15,154.42	12/1/2023
BOK FINANCIAL	GO Various Purpose Bonds 2019	\$ 20,691.25	11/30/2023
CARQUEST AUTO PARTS	Air filters	\$ 28.74	
Columbus Bank & Trust Company	TIF L - NW Electric Dec 2023	\$ 10,279.61	
CORE & MAIN	Meter & Readout Purchase	\$ 32,587.92	
DELTA DENTAL OF NEBRASKA	Dental Insurance	\$ 785.23	
Frontier	Hose fitting for salt brine	\$ 23.64	
HBE LLP	Progress billing for audit	\$ 18,000.00	
Hometown Leasing	FD Copier	\$ 71.48	
HUFFMAN ENGINEERING, INC.	Well #7 controls	\$ 10,725.00	
JEO CONSULTING GROUP, INC.	Fire Station/City Hall Concept	\$ 740.00	
JOHN HANCOCK USA	Retirement	\$ 2,942.19	12/1/2023
LARM	Dump truck insurance	\$ 3,376.63	
LIFE-ASSIST, INC.	Medical Supplies	\$ 1,538.35	
LINCOLN WINWATER WORKS CO	Repair clamp	\$ 310.99	
MATHESON TRI-GAS, INC.	Oxygen	\$ 788.10	
MENARDS-LINCOLN NORTH	Fire station shelving, gloves, storage box, towels, gas can, cleaner	\$ 799.71	
MIDWEST TURF & IRRIGATION	Mower	\$ 86,235.24	
NADIA KOVAL	Cleaning Service	\$ 399.30	
NDEE-FISCAL SERVICES	Water Operator License Renewal	\$ 115.00	
NE PUBLIC HEALTH ENVIRON. LAB	Lab Fees	\$ 294.00	
OLSSON	Assessment of Well Field	\$ 8,000.00	
PAVERS LLC	Road gravel	\$ 173.50	
Quick Med Claims	October 2023 Billing-EMS	\$ 788.99	
QUIK DUMP REFUSE	Garbage Service	\$ 531.52	
ROBIN L. HOFFMAN	Laminate fire district map	\$ 38.09	
S.E.Rural Fire Protection Dist	EMS Call	\$ 250.00	
U. S. POSTMASTER	Stamps/Postage	\$ 301.79	
UNION BANK & TRUST CO.	HSA Accounts	\$ 2,750.00	12/1/2023
USA BLUE BOOK	Glass fiber filters, pH buffer pack	\$ 497.23	
VERIZON WIRELESS	Phone Service	\$ 359.70	
Claims Group A Total		\$ 271,649.20	

Group B			
Vendor	Description	Amount	Date Paid
RDO TRUCK CENTERS	2020 Hino dump truck	\$ 97,000.00	
Claims Group B Total		\$ 97,000.00	

Group A & B Total \$368,649.20

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

RECEIVED 10/12/23 (L)

City of Waverly
October, 2023

Gross Sales

Waverly		\$ 195,798.01
Gross Sales	<u>100.00%</u>	<u>\$ 195,798.01</u>

Prizes (Payouts)

Waverly		
Prizes (Payouts)	<u>77.4995%</u>	<u>\$151,742.57</u>

Operator Commission	<u>12.0000%</u>	<u>\$23,495.76</u>
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City Share	<u>10.1653%</u>	<u>\$19,903.51</u>
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Uncollected Winnings	<u>0.3351%</u>	<u>\$656.17</u>
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Interest		<u>\$11.44</u>
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Total to city		<u>\$20,571.12</u>
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YTD SALES	\$	195,798.01
City 7%min earned YTD		\$13,705.86
Paid YTD		\$20,571.12
Due City		<u>(\$6,865.26)</u>

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		
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		
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		
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		
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		
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		
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		
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		
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		
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		
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		
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		
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			
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	\$1,200,901.24	\$800,601.23	\$400,300.01
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	\$109,172.84		

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
	TOTALS			-\$223,778.99		\$8,111,106.83	

*** 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.

October 28, 2023

Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2023 with the Nebraska Department of Transportation (NDOT) by December 31, 2023.

Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2023.

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S)** for **CALENDAR YEAR 2023**, is the basis for determining the calendar year 2023 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2023:**

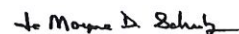
- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (Page 2): If more than one individual provided street superintending services during Calendar Year 2023, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (Page 3): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) **for Calendar Year 2023** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment.** **For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes.**

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2023 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2023, the municipality will not receive an Incentive Payment for Calendar Year 2023.**

Payment: If your municipality qualifies, payment will be scheduled for February 2024. Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions.

Sincerely,



LeMoyne D. Schulz
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation

Email: lemoyne.schulz@nebraska.gov

Phone: (402) 479-4436

LDS/2023

Attachments (3)

Vicki Kramer, Director

Department of Transportation

MAILING ADDRESS	PHYSICAL ADDRESS
PO Box 94759 Lincoln, NE 68509-4759	1500 Nebraska Parkway Lincoln, NE 68502

dot.nebraska.gov

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2023

Resolution No. _____

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

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

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

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

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

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

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

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

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

This Form Covers the Following Period: _____, 2023 to _____, 2023
(Month) (Day) (Month) (Day)

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

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

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

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

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

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

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

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

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

(2) _____
Signature of Mayor Village Board Chairperson
(Check one box)

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

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

(5) Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2023 here:

For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds). Call 402-479-4436 if you have any questions about what to submit for documentation.

RESOLUTION NO. 23-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA, PROVIDING FOR THE DISCONTINUANCE OF A CERTAIN MANDATORY CONSERVATION MEASURE AS ENACTED UNDER THE WATER EMERGENCY DECLARATION OF JUNE 28, 2023.

WHEREAS, the Mayor of the City of Waverly, Nebraska, a municipal corporation (the “City”), declared a water emergency as of June 28, 2023 pursuant to Section 51.37 of the City Code, which is currently in effect;

WHEREAS, the water emergency remains in effect due in part to current groundwater levels in the aquifer, but the City is no longer in “peak season” for water usage and daily demand has sufficiently decreased to a sustainable level for the “off season”; and

WHEREAS, the City finds that the suspension of new connections to the City’s water distribution system, excepting fire hydrants and those made pursuant to agreement entered into by the City prior to June 28, 2023, is no longer in the public interest and any benefits of such water conservation are outweighed by the potential economic harm of such suspension.

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

The City discontinues the enacted mandatory conservation measure consisting of suspending all new connections, both residential and commercial, to the City’s water distribution system and hereby provides for the unrestricted connection of any and all taps to the City’s water distribution system, regardless of whether they are fire hydrants or pursuant to agreements entered into the City prior to June 28, 2023.

PASSED AND APPROVED THIS _____ DAY OF NOVEMBER, 2023.

William D. Gerdes, Mayor

ATTEST:

Megan K. Frye, City Clerk/Deputy Treasurer

(Seal)

ORDINANCE NO. 23-1729

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 51 OF THE WAVERLY MUNICIPAL CODE RELATING TO THE DECLARATION OF A WATER WATCH, WARNING, OR EMERGENCY; ESTABLISHMENT OF PROCEDURES; AND WATER CONSERVATION MEASURES; TO REPEAL CONFLICTING ORDINANCES AND CODE PROVISIONS; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Waverly (“City”) currently has in place in Chapter 51 of the City’s Municipal Code a system providing the determination of potential and actual threats to the adequacy of the municipal water supply and three levels of triggers for the consideration of and implementation of voluntary and mandatory water conservation measures;

WHEREAS, the City retained Olsson to review the current ordinance and provide recommendations with respect to appropriate criteria and triggers; and

WHEREAS, the City desires to update Chapter 51 to best effectuate the City’s desire to conserve and protect its municipal water resources in a manner that protects the public interest in light of the City’s continued growth and economic development.

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

Section 1. Section 51.37 of the Municipal Code shall be amended as follows:

§51.37 AUTHORIZES THE DECLARATION OF A WATER WATCH, WARNING, OR EMERGENCY; ESTABLISHING PROCEDURES AND VOLUNTARY AND MANDATORY CONSERVATION MEASURES; AUTHORIZING THE ISSUANCE OF ADMINISTRATIVE REGULATIONS; AND PRESCRIBING CERTAIN PENALTIES.

Section 1. Purpose. The purpose of this ordinance is to provide for the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such a watch, warning or emergency is declared.

Section 2. Classes of uses of water.

Class 1:

Water used for outdoor watering; either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools, or other recreational areas; or other recreational areas; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.

Class 2:

Water used for any commercial or industrial, including agricultural, purposes: except water actually necessary to maintain the health and personal hygiene of bona fide employees while such employees are engaged in the performance of their duties at their place of employment.

Class 3:

Domestic usage, other than which would be included in either Classes 1 or 2.

Class 4:

Water necessary only to sustain human life and the lives of domestic pets and maintain standards of hygiene and sanitation.

Section 3. Declaration of Water Watch. Whenever the City finds that conditions indicate that the probability of a drought or some other condition causing a major water supply shortage is rising, the Mayor shall be empowered to declare that a water watch exists and that steps will be taken to inform the public and ask for voluntary reductions in water use. Such a watch shall be deemed to continue until it is declared by the Mayor to have ended.

Triggers

This stage is triggered by any one of the following conditions:

- ~~1. The City pumping ability has fallen below 85 percent capacity;~~
- ~~2. Groundwater levels have fallen five feet below the normal seasonal level; or Daily demand is in excess of 800,000 gallons per day based on a three-day average.~~
1. Pumping Water Level: When more than 50% of wells have a pumping water level within 5 feet of the minimum pumping level.
2. Wells Out of Service: When more than 25% of wells are taken out of service OR if one storage tank is taken out of service for 5 or fewer days for a reason other than routine maintenance.
3. Well Run Times: When all well pumps are running for more than 18 hours per day.

Section 4. Declaration of Water Warning. Whenever the City finds that conditions are such that a major water supply shortage exists and supplies are starting to decline, the

Mayor shall be empowered to declare that a water warning exists and that it will recommend restrictions on nonessential uses during the period of warning. Such a warning shall be deemed to continue until it is declared by the Mayor to have ended.

Triggers

This stage is triggered by any one of the following conditions:

- ~~1. The City pumping ability has fallen below 70 percent capacity;~~
- ~~2. Groundwater levels have fallen ten feet below the normal seasonal level; or~~
- ~~3. Daily demand is in excess of 900,000 gallons per day based on a three-day average.~~
1. Pumping Water Level: When more than 40% of wells have a pumping water level within 3 feet of the minimum pumping level.
2. Wells Out of Service: When more than 38% of wells are taken out of service OR if the storage tanks -are not able to be completely filled within a 24-hour period.
3. Well Run Times: When all well pumps are running for more than 20 hours per day.

Section 5. Declaration of Water Emergency. Whenever the City finds that an emergency exists by reason of a shortage of water supply needed for essential uses, the Mayor shall be empowered to declare that a water supply emergency exists and that it will impose mandatory restrictions on water use during the period of the emergency. Such an emergency shall be deemed to continue ~~until it is declared by the Mayor to have ended until the next regular or special meeting of the Governing Body, at which time a public hearing shall be held and the Governing Body may ratify, amend or rescind, in whole or in part, the Mayor's water supply emergency declaration and the Governing Body may provide for the manner and method by which the determination of the cessation of any water supply emergency declaration shall be made.~~

Triggers

This stage is triggered by any one of the following conditions:

- ~~1. The City pumping ability has fallen below 50 percent capacity.~~
- ~~2. Groundwater levels have fallen fifteen feet below the normal seasonal level.~~
- ~~3. Pumping lowers water levels to within five feet of the top of the well screens.~~
- ~~4. Demand for one day is in excess of 1,000,000 gallons per day based on a three-day average.~~
1. Pumping Water Level: When more than 15% of wells have a pumping water level within 1 foot of the minimum pumping level. Turn off a well when it reaches the minimum pumping level.
2. Wells Out of Service: When more than 50% of wells are taken out of service OR if one storage tank is taken out of service for more than 5 days for a reason other than routine maintenance OR if all storage tanks are simultaneously taken out of service for any amount of time.
3. Well Run Times: When all well pumps are running for more than 22 hours per day.

Section 6. Voluntary Conservation Measures. Upon the declaration of a water watch or water warning as provided in Sections 3 and 4, the Mayor is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:

- (a) Sprinkling of water on lawns, shrubs or trees (including golf courses), that users are voluntarily asked to conserve water by rotating water use on an even, odd system. Tuesday, Thursday, and Saturday addresses ending in Even numbers, are asked to water on these days only. Wednesday, Friday, and Sunday, addresses ending in Odd numbers, are asked to water on these days only.
- (b) Limit washing of automobiles.
- (c) Limited use of water in swimming pools, fountains and evaporative air conditioning systems.
- (d) Waste of water on sidewalks, driveways, and streets.

Section 7. Mandatory Conservation Measures. Upon the declaration of a water supply emergency as provided in Section 5, the Mayor is also authorized to implement certain mandatory water conservation measures, including, but not limited to, the following:

- (a) Sprinkling of water on lawns, shrubs, or trees (including golf courses), that users are mandatorily restricted to conserve water by rotating water use on and even, odd system. Tuesday, Thursday, and Saturday addresses ending in even numbers, are restricted to watering on these days only. Wednesday, Friday, and Sunday, addresses ending in Odd numbers, are restricted to watering on these days only. (Anyone found not following these restrictions is subject to penalties under Section 10 of this ordinance.)
- (b) Limit washing of automobiles.
- (c) Limit of water in swimming pools, fountains and evaporative air conditioning systems. Waste of water on sidewalks, driveways, and streets is strictly prohibited. Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreement entered into by the City prior to the effective date of the declaration of the emergency.
- (d) Restrictions on the uses of water in one or more classes of water use, wholly or in part;
- (e) Restrictions on the sales of water at coin-operated car wash facilities or sites;
- (f) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restrictions;
- (g) Complete or partial bans on the waste of water; and
- (h) Any combination of the forgoing measures.

[Any mandatory water conservation measures implemented by the Mayor shall remain in effect until the next regular or special meeting of the Governing Body, at which time a public hearing shall be held and the Governing Body may ratify, amend or rescind, in whole or in part, the Mayor's mandatory water conservation measures, as provided for in Section 9.-](#)

Section 8. Emergency Water Rates. Upon the declaration of a water supply emergency as provided in Section 5, the Governing Body of the City shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies.

Section 9. Regulations. During the effective period of any water supply emergency as provided for in Section 5, the Mayor is empowered to promulgate such regulations, as provided for in Section 7, as may be necessary to carry out the provisions of this ordinance, any water supply emergency declaration or resolution, or emergency water rate ordinance. Such regulations shall be subject to a public hearing and the approval of the Governing Body at ~~its next~~ a regular or special meeting, after which the Governing Body may ratify, amend or rescind, in whole or in part, the Mayor's proposed regulations.

Section 10. Violations, Disconnections and Penalties. Upon any violation of any water use restrictions imposed pursuant to this ordinance, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and any other person known to the City who is responsible for the violation or its correction shall be provided with either actual or mailed notice. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the City determines is reasonable under the circumstances. If the order is not complied with, the City may terminate water service to the customer.

- (a) A fee of \$50 shall be paid for the reconnection of any water service terminated pursuant to Section 10. In the event of subsequent violations, the reconnection fee shall be \$200 for the second reconnection and \$300 for any additional reconnections.
- (b) Any person who shall violate or refuse to comply with the enforcement of any provision in this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such violation or failure to comply.

Section 11. Emergency Termination. Nothing in this ordinance shall limit the ability of any properly authorized city official from terminating the supply of water to any or all customers upon the determination of such city official that emergency termination of water service is required to protect the health and safety of the public.

Section 12. Severability. If any provision of this ordinance is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby. (*Ord. No. 00-06, 08/07/00; Ord. No. 03-02, 04/07/03; Ord. No. 06-16, 09/05/06; Ord. No. 23-09, 07/11/23*)

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting in pamphlet form as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

William D. Gerdes, Mayor

ATTEST:

Megan K. Frye, City Clerk/Deputy Treasurer

(SEAL)



October 24, 2023

**2021 Waverly Owner Occupied Rehabilitation Housing Program
21-HO-18040
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award
For Project: #001.**

Project #001

Construction contract award amounts total: \$16,005.00
Selected Contractor: EZ Construction

Description of work:

- Remove & replace existing windows with new, white double-pane vinyl windows of the styles listed below. Repair damaged or deteriorated lumber prior to installing new windows. Install windows according to manufacturer's instructions. Repair lumber damaged during installation. Insulate all gaps & install finish trim on interior / exterior of window. Prime and paint all exposed wood. Remove all peeling and chipping paint / stain on all trim / molding – prime, paint (match existing color) or re-stain (match existing color) and seal. Windows to include low-e insulating glass and fiberglass mesh screens. Windows must be energy star rated for the Midwest climate. Furnish owner all warranty material. **8 Double hung & 4 Foundation**
- Remove & replace the existing primary door and storm door, remove the existing interior/exterior door trim, wooden threshold (as needed) to install new door. Reframe opening as needed. Remove and install new sheetrock around the door opening as needed, tape and finish. Install pre-hung steel panel, insulated door with magnetic weather stripping. New doors to be equal to a Master-craft Door.
- Remove & replace all wood components. Raise/level the porch to remove any leaning. If needed, replace columns and/or any other supports. Paint with color of homeowner's choosing. Paint to be Sherwin-Williams quality or better.
- Remove concrete steps up to front of house & rebuild stairs with wood. Use pressure treated lumber when in contact with the ground. Install handrails & guard rails to meet ADA/ANSI standards. Paint with color of homeowner's choosing. Paint to be Sherwin-Williams quality or better.

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201

BID RESULTS – 2021 Waverly OOR Program (21-HO-18040)

Bid Date: October 13, 2023, 5:00 P.M.

Location: SENDD Lincoln Office

Applicant # 001

EZ Construction	\$16,005.00
Henning Carpentry LLC	\$20,000.00
Rooforia	\$12,420.66 - Windows Only
MIT Contracting	No Bid
Crewline Exteriors	No Bid

RED = Most Responsible Bid / Line-Item Selections - Total \$16,005.00

NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items

SEND D Est. \$25,000.00 - excluding alternate items



October 24, 2023

City of Waverly Housing Committee Members

RE: 2021 Waverly OOR program (21-HO-18040)

Housing Advisory Committee

On October 13, 2023, a bid opening was held at 5:00 P.M., on applicant #001 through the 2021 Waverly Housing Rehabilitation Program (see attached bid sheet). The following is SEND D D's recommendation to the City of Waverly Housing Advisory Committee Members on the following applicants:

FOR PROJECT #001, our Office recommends to award the contract to: EZ Construction in the amount of **\$16,005.00** from the Affordable Housing Program (AHP).

EZ Construction 17741 A Street - Walton, NE 68461	Base Bid:	\$14,550.00
	Contingency Fund:	\$1,455.00
	Total Bid:	\$16,005.00

Recommend to award contracts:

EZ Construction: \$16,005.00

Total: \$16,005.00

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SEND D D's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #001001.

Sincerely,


Ryan Bauman
Housing Coordinator
SEND D D

cc: City of Waverly
Housing Advisory Committee Members

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201

2021 Waverly– (21-HO-18040)
Owner Occupied Rehabilitation Program
Committee Approval Form

Project Number: #001

City of Waverly - Housing Committee – below signatures for approval of this application:

(DATE)
Date Processed by Committee

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201



November 6, 2023

**2021 Waverly Owner Occupied Rehabilitation Housing Program
21-HO-18040
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award
For Project: #005.**

Project #005

Construction contract award amounts total: \$24,999.00
Selected Contractor: MIT Contracting

Description of work:

- Remove & replace deck on backside of house in the same layout as existing. Ensure piers are properly set to handle the weight of the deck. Posts should be 6" x 6" pressure treated to ensure proper support & prevent rotting. Install new ledger board & attach lag bolts to existing band board (rim joist) and be flashed appropriately, utilizing drip flashing & Z flashing. All joist hanger nailing holes are to be filled with appropriate nails/screws. Deck to be up to local code standards.
- Remove & Replace water heater with 50-gallon gas water heater.
- Both toilets in home need to be secured to the floor. Replace the wax ring to ensure the toilet seals properly and doesn't allow leaking. Tighten bolts to fit securely.
- Remove & Replace water shut-off valve with new.
- When removing the existing primary back door, remove the existing interior/exterior door trim, wooden threshold (as needed) to install new door. Reframe opening as needed. Remove and install new sheetrock around the door opening as needed, tape and finish. Install pre-hung sliding glass door, insulated door with magnetic weather stripping.
- Remove & replace old electrical lines and any outdated/not up to code wiring. Install new breaker box & breakers with proper amperage. Install new wires throughout basement bathroom, replacing any outlets or switches with new as needed. Install GFCIs when outlet is within 6' of a water source. No wires to be left exposed, breaker box to be covered.

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AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201

BID RESULTS – 2021 Waverly OOR Program (21-HO-18040)

Bid Date: October 13, 2023, 5:00 P.M.

Location: SENDD Lincoln Office

Applicant # 005

MIT Contracting	\$24,999.00
EZ Construction	\$16,170.00 - No Electrical
Henning Carpentry LLC	\$23,500.00 - All Items
Ragland Construction	\$19,893.50 - Deck Framing Only
Cavapa Construction	No Bid

RED = Most Responsible Bid / Line-Item Selections - Total \$24,999.00

NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items

SEND D Est. \$25,000.00 - excluding alternate items



November 6, 2023

City of Waverly Housing Committee Members

RE: 2021 Waverly OOR program (21-HO-18040)

Housing Advisory Committee

On October 13, 2023, a bid opening was held at 5:00 P.M., on applicant #005 through the 2021 Waverly Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of Waverly Housing Advisory Committee Members on the following applicants:

FOR PROJECT #005, our Office recommends to award the contract to: MIT Contracting in the amount of **\$24,999.00** from the Affordable Housing Program (AHP).

MIT Contracting	Base Bid:	\$24,999.00
1481 Bluff RD - Pleasant Dale, NE 68423	Contingency Fund:	\$0.00
	Total Bid:	\$24,999.00

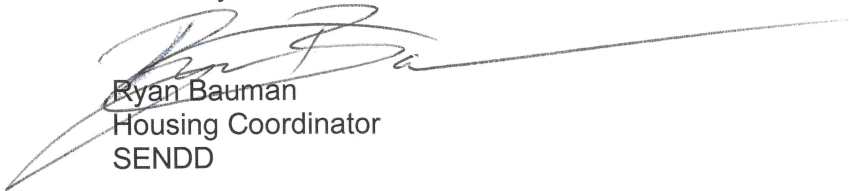
Recommend to award contracts:

MIT Contracting: \$24,999.00

Total: \$24,999.00

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SENDD's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #005.

Sincerely,



Ryan Bauman
Housing Coordinator
SENDD

cc: City of Waverly
Housing Advisory Committee Members

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7407 O Street
Lincoln, NE 68510
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2021 Waverly– (21-HO-18040)
Owner Occupied Rehabilitation Program
Committee Approval Form

Project Number: #005

City of Waverly - Housing Committee – below signatures for approval of this application:

(DATE)
Date Processed by Committee

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AUBURN OFFICE
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Auburn, NE 68305
Office: 402-862-2201



October 24, 2023

**2021 Waverly Owner Occupied Rehabilitation Housing Program
21-HO-18040
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award
For Project: #006.**

Project #006

Construction contract award amounts total: \$24,500.00
Selected Contractor: Henning Carpentry LLC

Description of work:

- ⊖ Remove and replace water main lines system; starting from the city supply to the water main. Replace main shutoff valve inside home. Also remove any metal drains and/or damaged/leaking PVC drains and replace with new, appropriately sized PVC pipes. Replace any deteriorated/leaking water lines in the home with 1/2" Pex lines.
- ⊖ Replace existing with new, white double-pane vinyl windows of the styles listed below. Repair damaged or deteriorated lumber prior to installing new windows. Install windows according to manufacturer's instructions. Repair lumber damaged during installation. Insulate all gaps & install finish trim on interior / exterior of window. Prime and paint all exposed wood. Remove all peeling and chipping paint / stain on all trim / molding – prime, paint (match existing color) or re-stain (match existing color) and seal. Windows to include low-e insulating glass and fiberglass mesh screens. Windows must be energy star rated for the Midwest climate. Furnish owner all warranty material. **12 Double Hung Windows**

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BID RESULTS – 2021 Waverly OOR Program (21-HO-18040)

Bid Date: October 13, 2023, 5:00 P.M.

Location: SENDD Lincoln Office

Applicant # 006

Henning Carpentry LLC	\$24,500.00
MIT Contracting	\$10,440.00 - Plumbing Only
Cavapa Construction	No Bid
Ragland Construction	No Bid
EZ Construction	No Bid

RED = Most Responsible Bid / Line-Item Selections - Total \$24,500.00

NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items

SEND D Est. \$24,999.00 - excluding alternate items



October 24, 2023

City of Waverly Housing Committee Members

RE: 2021 Waverly OOR program (21-HO-18040)

Housing Advisory Committee

On October 13, 2023, a bid opening was held at 5:00 P.M., on applicant #006 through the 2021 Waverly Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of Waverly Housing Advisory Committee Members on the following applicants:

FOR PROJECT #006, our Office recommends to award the contract to: Henning Carpentry LLC in the amount of **\$24,500.00** from the Affordable Housing Program (AHP).

Henning Carpentry LLC	Base Bid:	\$24,500.00
31127 South 80th Road - Beatrice, NE 68510	Contingency Fund:	\$0.00
	Total Bid:	\$24,500.00

Recommend to award contracts:

Henning Carpentry LLC: \$24,500.00

Total: \$24,500.00

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SENDD's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #006001.

Sincerely,

Ryan Bauman
Housing Coordinator
rbauman@sendd.org
SEND D

cc: City of Waverly
Housing Advisory Committee Members

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Lincoln, NE 68510
Office: 402-475-2560

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2021 Waverly– (21-HO-18040)
Owner Occupied Rehabilitation Program
Committee Approval Form

Project Number: #006

City of Waverly - Housing Committee – below signatures for approval of this application:

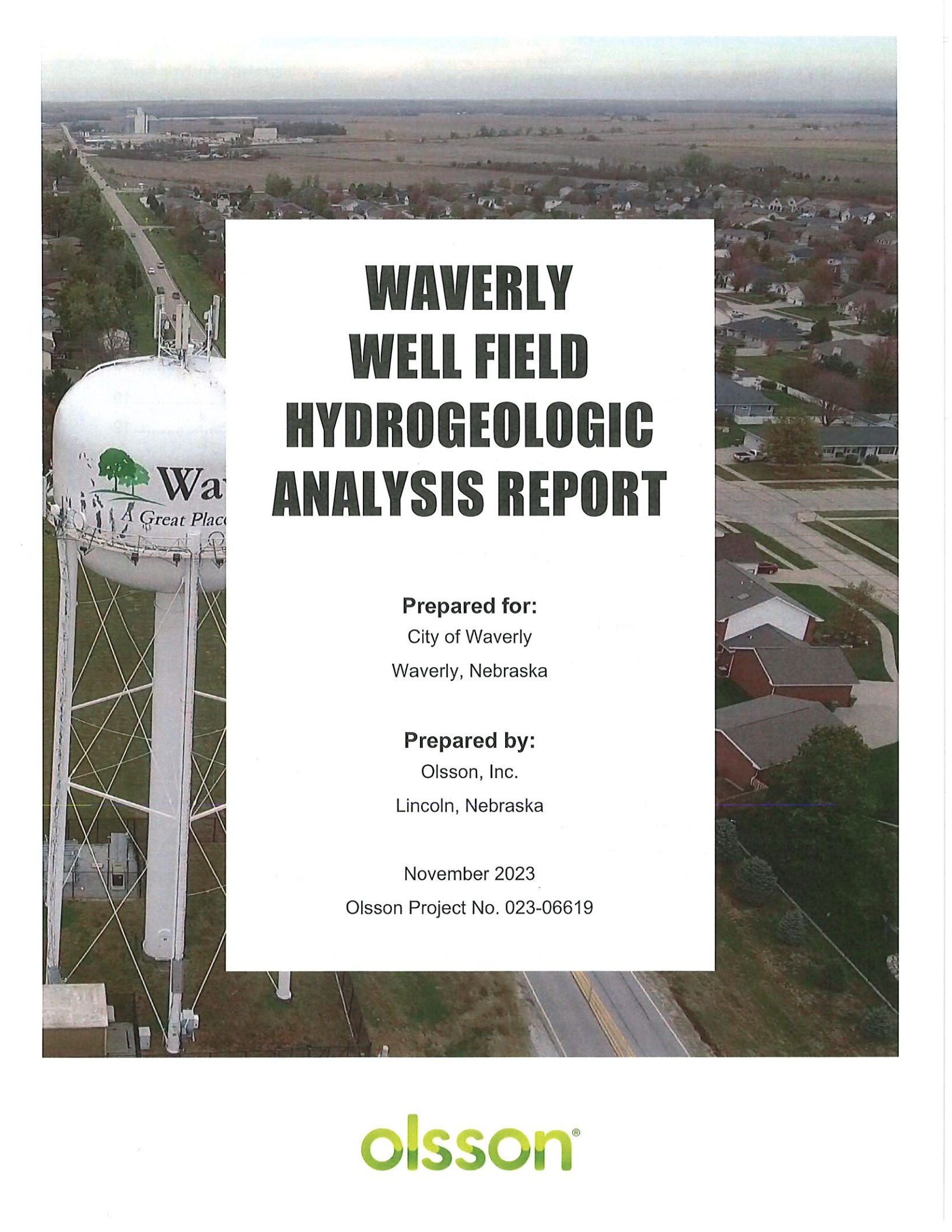
(DATE)
Date Processed by Committee

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Auburn, NE 68305
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An aerial photograph of a water tower in the foreground on the left, with a residential neighborhood and a road extending into the distance. The water tower has a logo that says "Waverly A Great Place".

WAVERLY WELL FIELD HYDROGEOLOGIC ANALYSIS REPORT

Prepared for:

City of Waverly
Waverly, Nebraska

Prepared by:

Olsson, Inc.
Lincoln, Nebraska

November 2023

Olsson Project No. 023-06619

olsson[®]

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SUMMARY

The City of Waverly (Waverly) has experienced recent water level declines in their municipal wellfield. With the expected increase in demand as the city's population expands, Waverly is looking to ensure that it can provide adequate water supply from its municipal wells to meet the projected water demand as well as mitigate any negative impacts that a lowering water table may have on the municipal water supply. This hydrogeologic analysis shows that the water level declines seen at the Waverly municipal wells is also seen in long-term monitoring wells in the immediate vicinity. It is the Olsson team's opinion that there are actions Waverly can take to maintain the water supply necessary for current and future water supply demands, mitigate the effects that a lowering water table may have on the current municipal well infrastructure, and to better schedule municipal well extraction to prevent pumping water levels from exceeding the shutoff water levels described in the Waverly Water Distribution Study (Olsson, 2023).

Groundwater levels recorded by the United States Geologic Survey mirror the water level declines that have been observed in the Waverly municipal wells in the past 5 to 7 years. This indicates that the water level declines are not solely attributable to the increase in municipal and industrial water demands from Waverly. Five of the seven currently active municipal wells are screened in the Dakota aquifer which is a semiconfined aquifer system, meaning that recharge to the aquifer system is affected by long-term trends in precipitation over many years as opposed to reflecting immediate responses to precipitation events. This implies that it will take several years of increased precipitation to alleviate the decline in water levels seen around Waverly. Additionally, a semiconfined aquifer leads to large levels of drawdown between the static and pumping water levels, which poses an issue to wells constructed with high water level shutoffs from a pump set closer to the surface. The Lower Platte Missouri Tributaries model was used to identify the modeled municipal and industrial water use of Waverly and project that use to increase by 2.5% into the future. The results of this modeling effort also point towards water level declines using what the Olsson team considered to be a representative climatic cycle of wet, normal, and years.

Olsson recommends that Waverly consider the three following actions to mitigate and manage water level declines with the projected increase in demand. The first being the development of a subregional groundwater model that would more accurately represent the hydrogeologic setting of the Waverly wellfield and would be a calibrated tool that Waverly could use to analyze the impacts of wells placed in various locations and alterations to the pumping regime on an actionable temporal and spatial scale. The second recommendation would be to redrill and reconstruct some municipal wells in the area to have shorter screens with pumps set lower in the well and pumping at a lower rate to prevent the pumping water level from reaching the shutoff water levels. And lastly, for Waverly to explore the possibility of drilling new municipal

wells with these same recommendations near Wells 7 and 9, to the east of Waverly towards Camp Creek, and lastly, to the south of Waverly's Wellhead Protection Area. Any combination of these three recommendations would make the Waverly wellfield more resilient to both regional water level declines and an increase in water supply demand.

1. INTRODUCTION

The hydrogeologic analysis described in this report was completed by Olsson under contract with the City of Waverly, Nebraska. This document was prepared solely for the City of Waverly, Nebraska in accordance with the contract between the City of Waverly, Nebraska and Olsson dated October 6th, 2023. This document is only intended to be relied upon by the City of Waverly, Nebraska personnel that will use this analysis for consideration when estimating the longevity of the local groundwater system. All data, drawings, documents, or information contained in this report have been prepared exclusively for the City of Waverly, Nebraska and may not be relied upon by any other person or entity without the prior written consent by the City of Waverly, Nebraska .

This report was initiated to assess and report on the hydrogeological resource in the region of the existing well field. Therefore, the primary objectives of this hydrogeologic analysis are to assess the groundwater resources in the area, the usage, the historic and future water levels, and use the Lower Platte Missouri Tributaries groundwater model to estimate future trends. This hydrogeologic analysis report will cover existing data on the hydrogeologic resource of the area, briefly explain the groundwater modeling process used for this report and present the results of that modeling effort.

2. HYDROGEOLOGIC REVIEW

To understand the hydrogeologic setting affecting the Waverly municipal wells, Olsson defined an area encapsulating Waverly's municipal wells and its surroundings, this area will henceforth be termed the study area. Olsson analyzed historic water level data and saturated thickness trends from the Lower Platte Missouri Tributaries (LPMT) regional groundwater model in the primary hydrogeologic unit of the area, the High Plains Aquifer, to assess the hydrogeologic resource throughout the project area. Historical water level data from the United States Geological Survey (USGS) was gathered for nearby wells and was analyzed for information on historic trends of the hydrogeologic resource in the study area. Additional information on the current and future demand of the hydrogeologic resources in the area were provided by a previous Water Study for the City of Waverly from 2023 (Olsson, 2023).

2.1 Hydrogeologic Setting

The study area for this hydrogeologic assessment is located in southeastern Nebraska near the western edge of Lancaster County, centered around the Waverly municipal wells. The study area extends approximately 4 miles to the north and east, 6.5 miles to the south, and 5 miles to

the west of Waverly. The study area is presented in blue in **Figure 2**. The study area contains both rolling hills and the Salt Creek stream valley (Korus et al., 2013) The elevation within the study area varies from 1,381 feet above sea level in the hills and down to 1,066 feet above sea level in the Salt Creek valley, see **Figure 3**.

There have been 11 municipal wells for Waverly, although only seven are currently active, these are described in **Table 1**. The study area is underlain by three different bedrock geologies, see **Figure 4**. The Shawnee and Wabunsee Formations underlay the alluvial deposits of the Salt Creek stream valley where Wells 4 & 5 are located, wells 4 & 5 are not screened in these bedrock formations, rather they are extracting water from the shallower alluvial deposits of the Quaternary Period (see **Figure 4**). Five of the seven Waverly municipal wells are underlain by the Dakota Group of the Cretaceous Period as the primary source of water for Waverly as shown in **Figure 4**. The Dakota Group, or Dakota aquifer, is a bedrock aquifer, differing from the alluvial deposits of the Salt Creek valley, in that the recharge of the Dakota aquifer is less directly affected by precipitation and surface water interactions as the alluvial deposits of the Salt Creek valley (Divine & Sibray, 2017). The Dakota Group consists of sandstones which have water bearing properties making them useful for extraction but are not as transmissive as the unconsolidated Quaternary deposits located farther east of Waverly (Divine & Sibray, 2017). Additionally, the Dakota aquifer varies between being an unconfined to a semiconfined aquifer system being partially confined by shale layers, which are generally considered to be aquitards (Divine & Sibray, 2017). In the well diagram figures (see **Appendix A**), shale layers can be seen above and throughout the screened intervals of Wells 8, 9, 10, and 11, which may be affect recharge timing and overall rates at these locations. Aquifer recharge rates in the Dakota aquifer varies spatially across its extent, with some parts of the aquifer being more or less confined by layers of shale and siltstones while other parts of the aquifer are more exposed to recharge from precipitation. The assumed recharge of the Dakota aquifer in the study area is not immediately supported by precipitation events as an unconsolidated and unconfined aquifer, rather the recharge in the study area is representative of longer term precipitation patterns over multiple years rather than monthly precipitation patterns. The annual precipitation for weather station Waverly 0.4 W, NE as reported by the High Plains Regional Climate Center (2023) is presented in **Figure 1**.

Table 1. Description of Waverly municipal wells and screened aquifer.

NDNR Well Registration Number	Colloquial Well Number	Well Depth (ft)	Aquifer Material
G-068617	4	59	Unconsolidated Quaternary alluvial deposits
G-070134	5	57	Unconsolidated Quaternary alluvial deposits
G-070533	6	172	Dakota aquifer
G-070534	7*	155	Dakota aquifer
G-114724	8	182	Dakota aquifer
G-136114	9	192	Dakota aquifer
G-175276	10	180	Dakota aquifer
G-175275	11	179	Dakota aquifer
<i>*Well 7 is currently inactive but planned to be reconstructed within the next year.</i>			

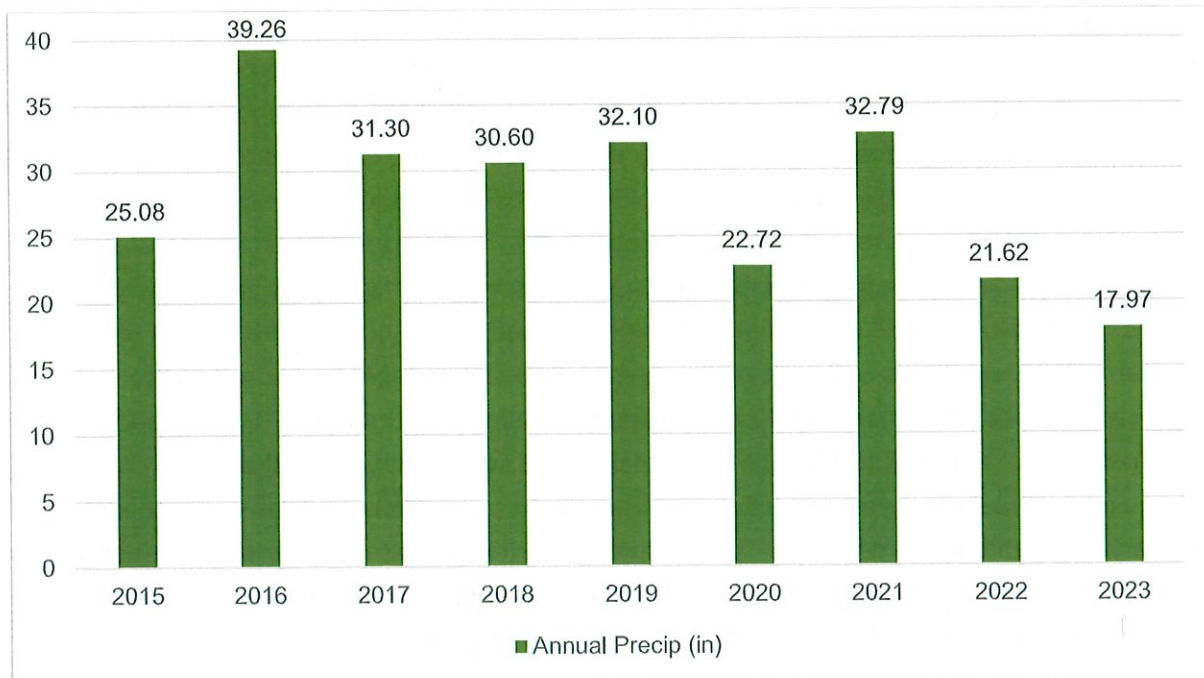


Figure 1. Annual precipitation for Waverly 0.4 W, NE station (HPRCC, 2023).

While some information can be gleaned from the regional LPMT model regarding the hydrogeologic setting in the area, the cell size of a regional model is not calibrated with the intent to accurately reflect the hydrogeology of an area as small as the study area of this assessment. To further the understanding of the hydrogeologic setting, this hydrogeologic assessment employed both the NDNR Registered Well Database and coupled it with aerial electromagnetic (AEM) data gathered by the Lower Platte South NRD (LPSNRD) and the Eastern Nebraska Water Resources Assessment (ENWRA). The NDNR Registered Well Database provides the borehole logs for every registered well in the state, excluding municipal wells for public safety concerns. The borehole logs and well construction information were passed to Olsson by Waverly, and these logs were also added to the borehole and AEM comparisons. The boreholes give insight into the geologic stratification at a single point, being able to capture abrupt changes in geology vertically. A limitation of the NDNR borehole logs is that they cannot provide insight into the geology of an area that does not already have a registered well. AEM data provides measurements of resistivity to depths up to and sometimes exceeding 1,000 feet across very large areas. AEM provides data that is less vertically refined compared to the NDNR borehole logs as AEM data cannot accurately register the abrupt changes in geologic strata, although AEM data provides nearly continuous data across large areas, which allow for the assessment of lateral trends in geology. The relationship between resistivity and lithology is nonunique, nonlinear, and nonuniversal, making it difficult to explicitly identify specific lithologic targets using solely AEM data. Without the other, both the NDNR

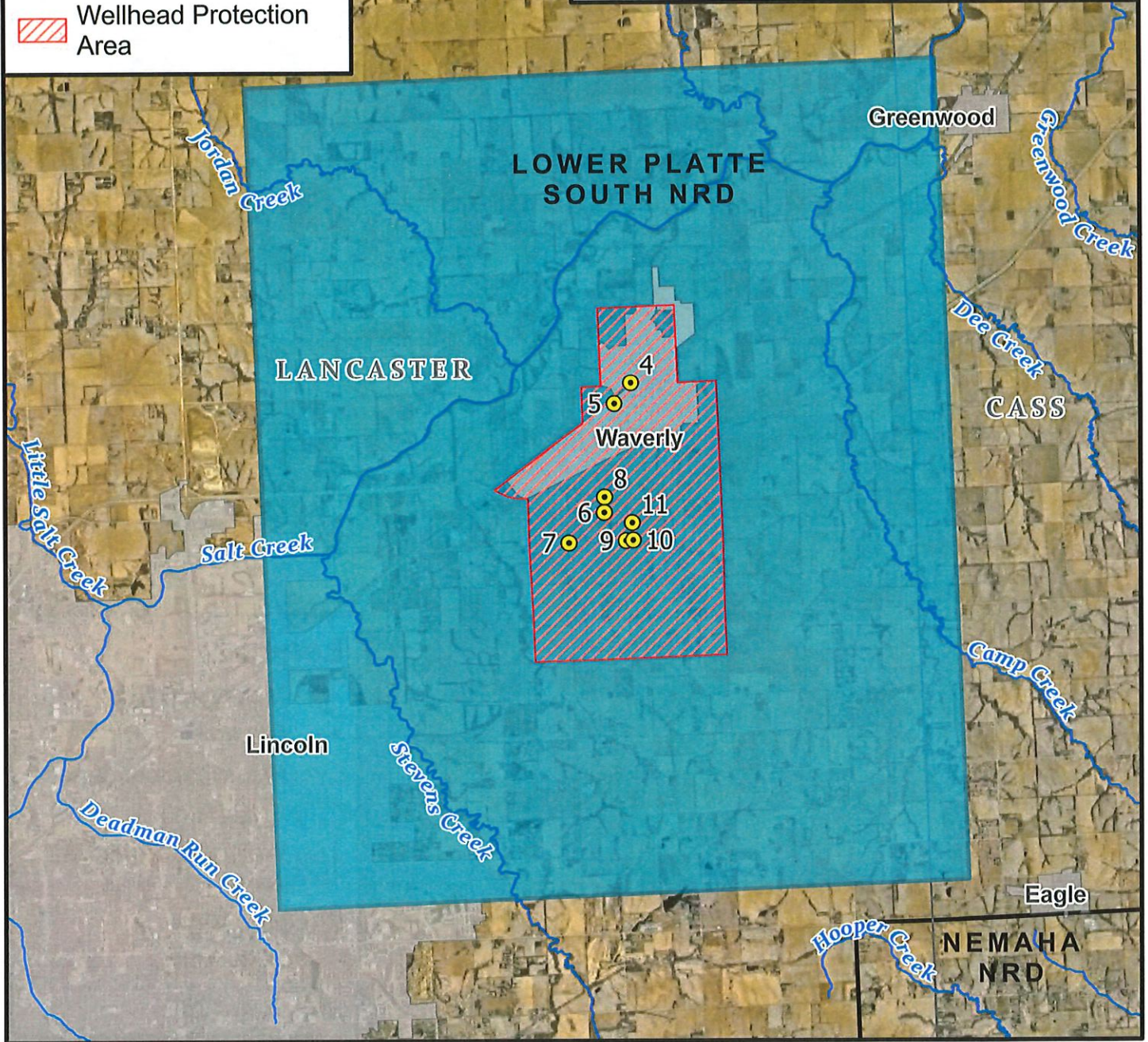
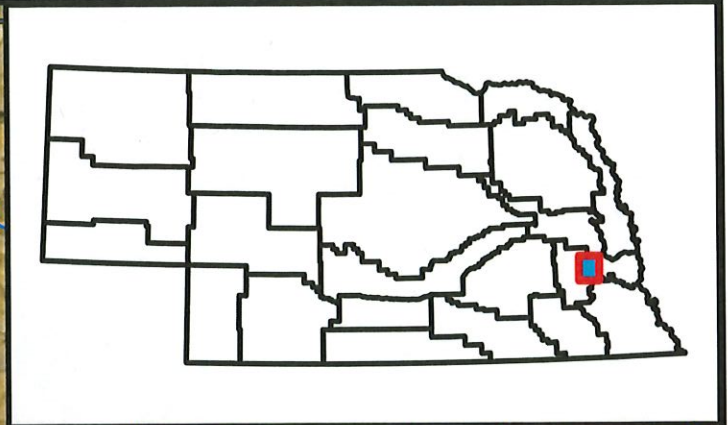
borehole logs and the AEM data are useful but have limitations to their applicability. Although, when used together, AEM data and NDNR borehole logs can provide insight into the water bearing properties of areas where there are not registered wells by comparing the relative resistivity values where borehole logs indicate good aquifer bearing materials to places where borehole logs are not available. Figures of the paired NDNR borehole logs and the AEM data from four separate surveys are presented in **Appendix B**. These figures depict cross-sectional AEM data plotted from the beginning of the flight line, following the flight path, with any NDNR registered well within 750 feet of the flightpath being plotted on the chart at the bottom of the figure. The NDNR registered wells are plotted using a translation table that converts the geologic descriptions transcribed by the well driller to a rating of 1 through 5, 1 being poor aquifer material, i.e. not very conductive nor transmissive such as layers of shale, and 5 being better aquifer material i.e. very conductive and transmissive materials such as unconsolidated Quaternary sand and gravel deposits. The interpretation of AEM data is inconsistent among existing surveys of the area, but generally decent to good aquifer material translates to resistivity values between 20 to greater than 55 ohm-meters (Ω -m).

A synthesis of the available hydrogeologic data shows that the Waverly area has significant lateral variability, resulting in clear differences in NDNR borehole logs from wells that are located near to one another. This hydrogeologic variability is not captured in the discretization of the LPMT regional groundwater model as will be expanded upon in **Section 3** of this assessment.

Legend

-  Municipal Wells
-  Streams
-  Study Area
-  County Boundaries
-  Municipal Boundaries
-  Natural Resource Districts
-  Wellhead Protection Area

LOWER PLATTE



0 1 2 Miles
1 INCH = 2 MILES

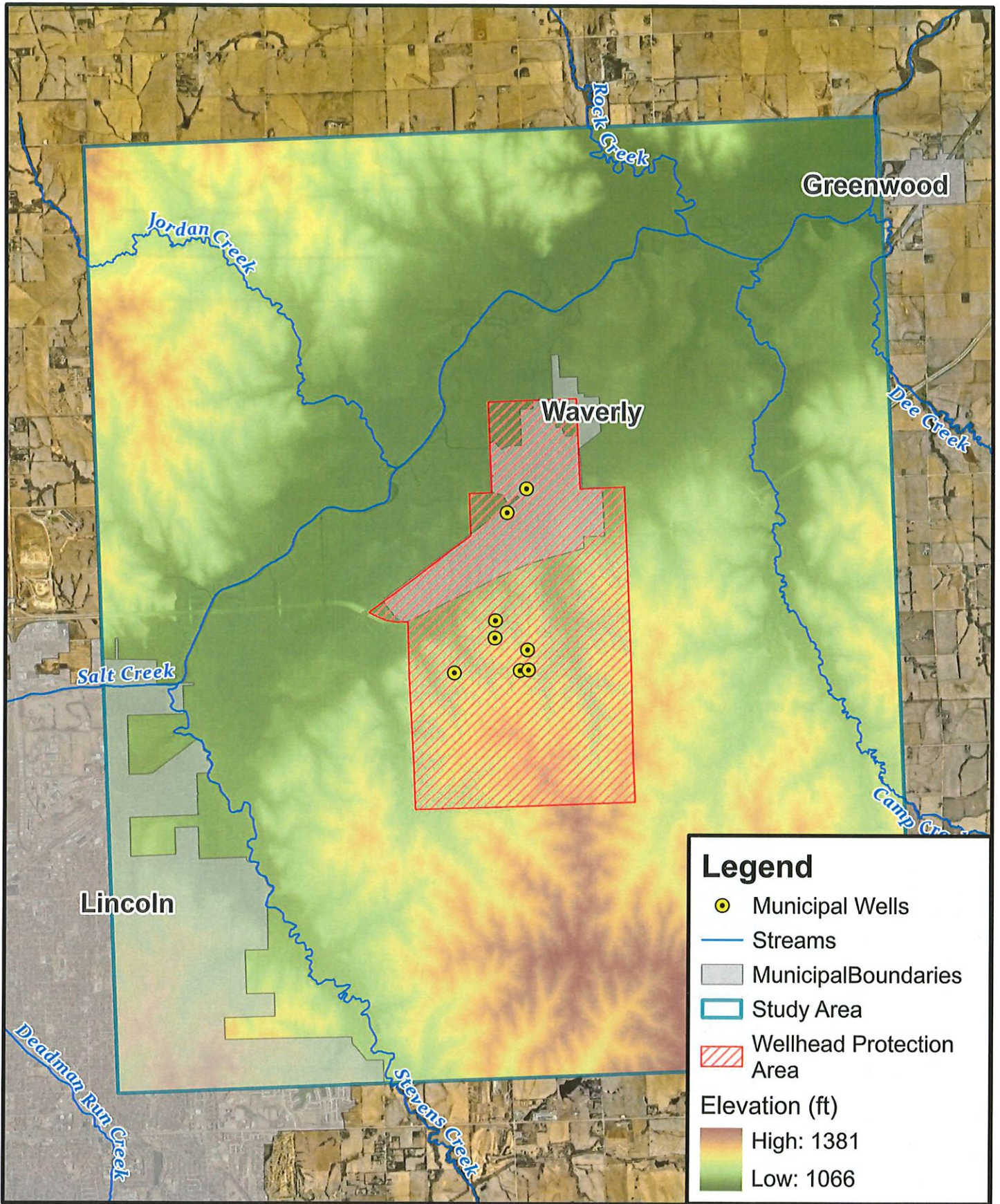
NAD 1983 StatePlane
Nebraska FIPS 2600 Feet

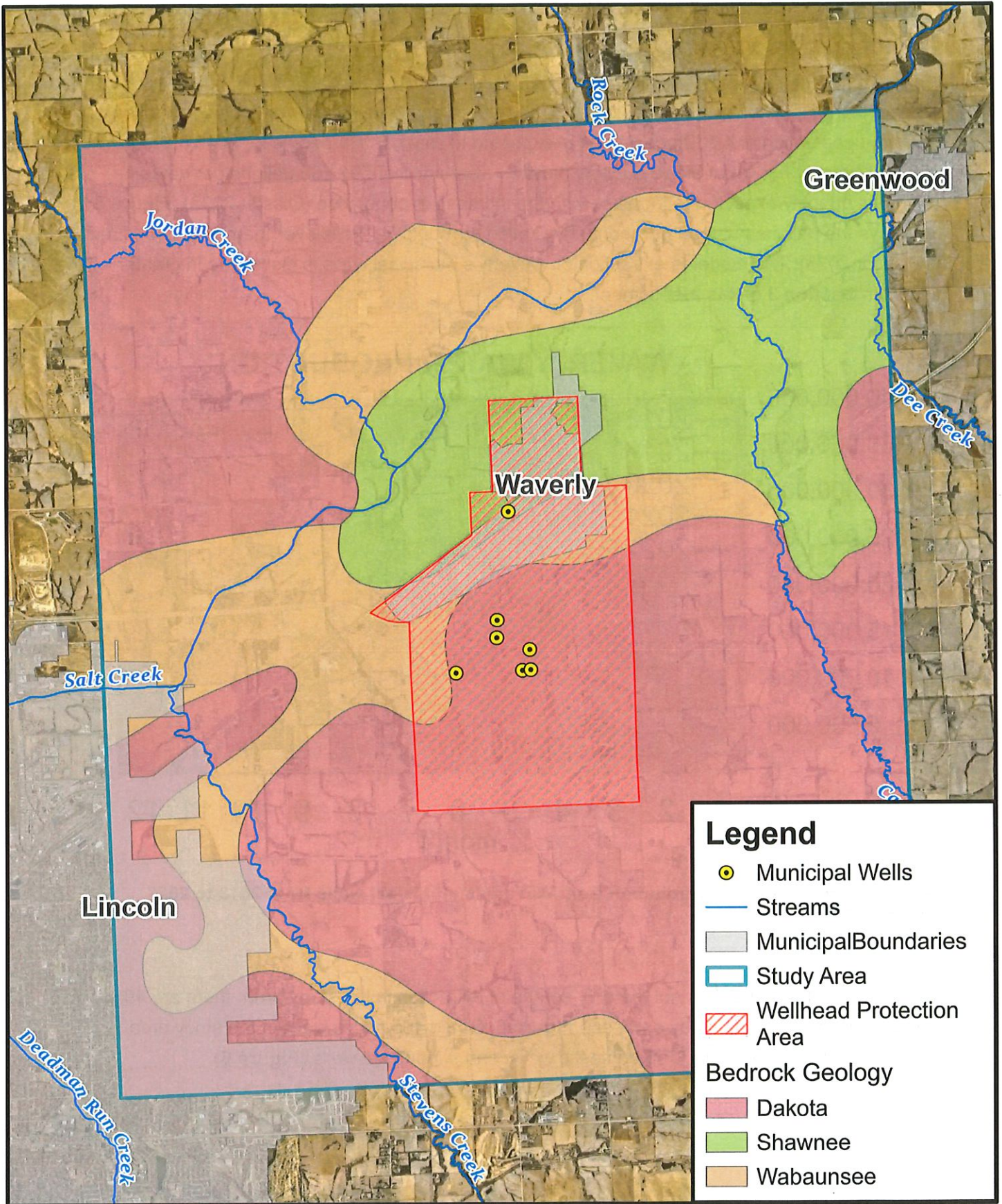
STUDY AREA LOCATION

HYDROGEOLOGIC ASSESSMENT
WAVERLY, NE

FIGURE

2





0 1
Miles
1 INCH = 1.5 MILES

NAD 1983 StatePlane
Nebraska FIPS 2600 Feet

BEDROCK GEOLOGY
HYDROGEOLOGIC ASSESSMENT
WAVERLY, NE

2.2 Municipal Water Extraction

As mentioned previously, Waverly currently has seven active municipal wells which supply a growing population of 4,532 people and is expected to reach 6,734 people by 2043 (Olsson, 2023). Waverly has an average quantity of water distributed of 591,265 gallons per day (gpd) with this quantity expected to increase with the increase in population (Olsson 2023). **Figure 5** displays the gallons pumped per month by Waverly's municipal wells over the previous 5 years (Olsson, 2023). The modeled extraction of Waverly's municipal wells is discussed in greater detail in **Section 3** of this assessment.

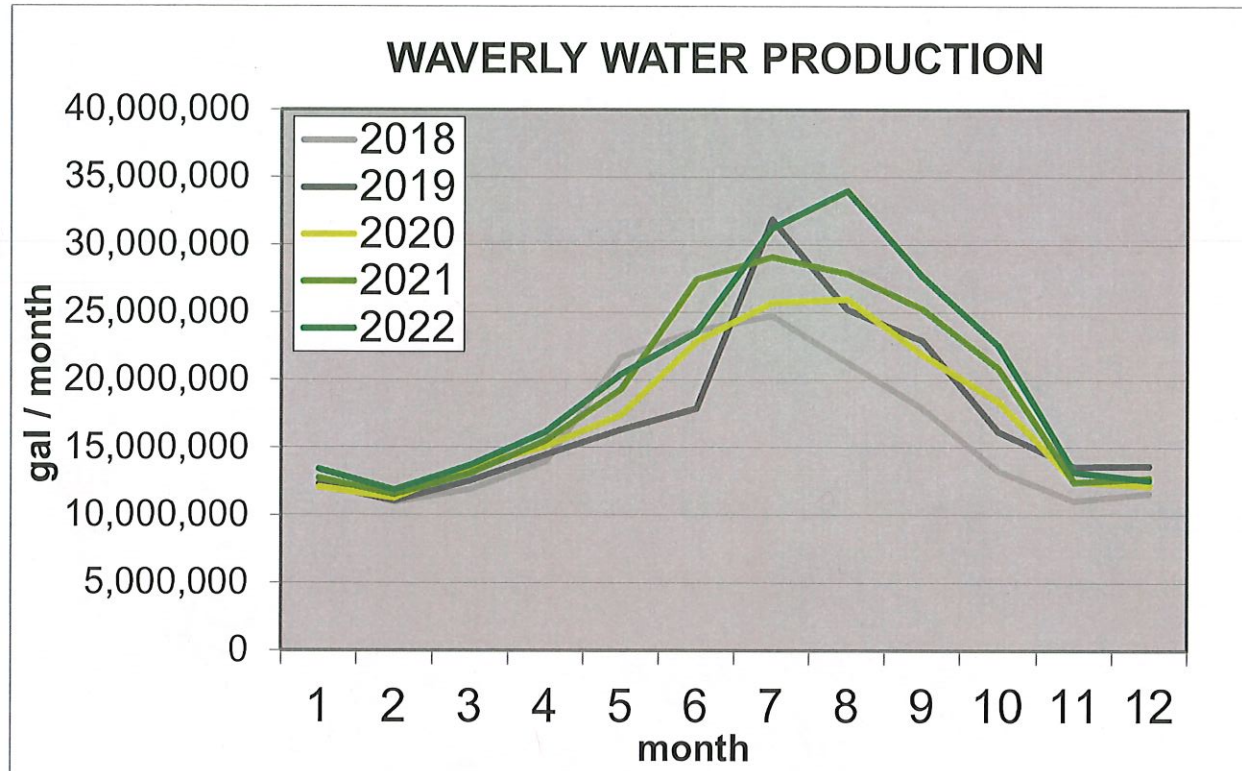
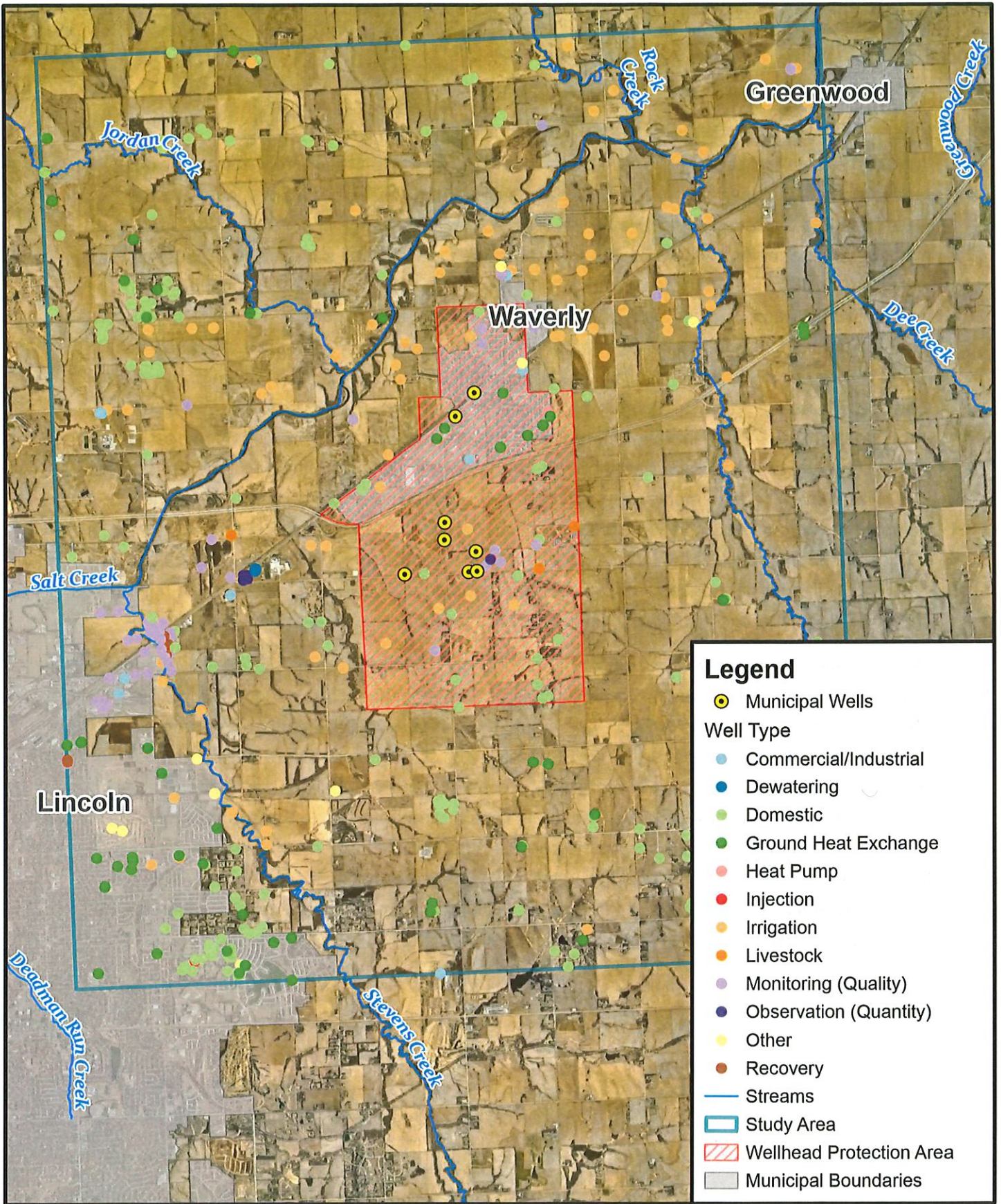


Figure 5. Monthly water production from Waverly's municipal wells from 2018 to 2023 (Olsson, 2023).

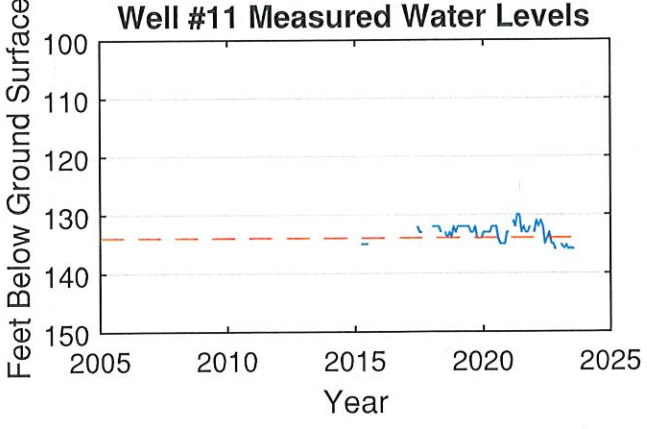
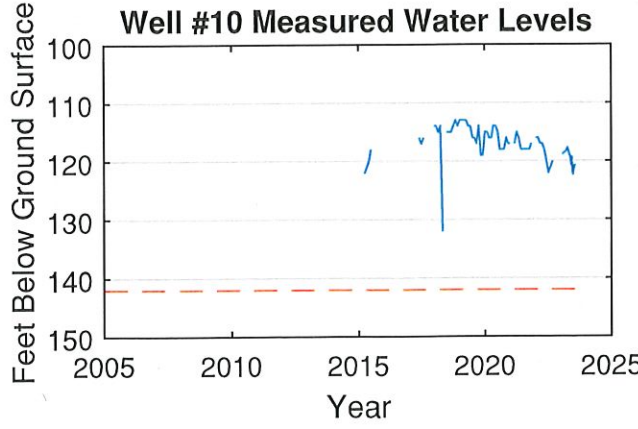
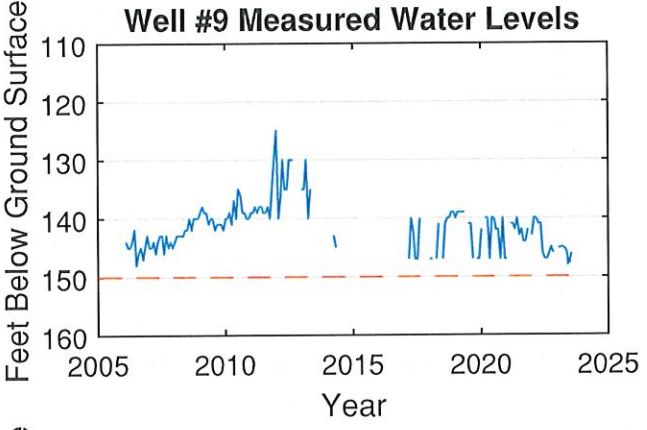
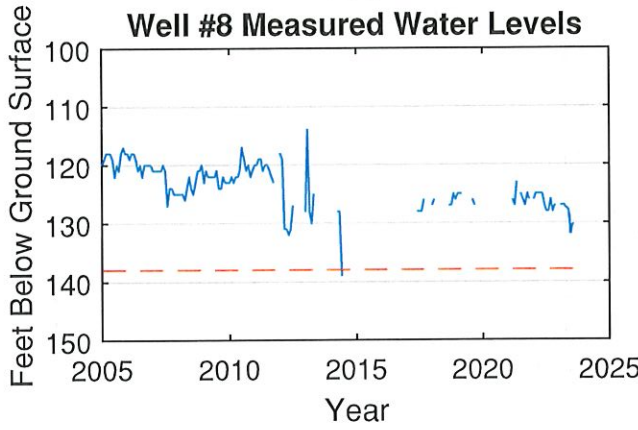
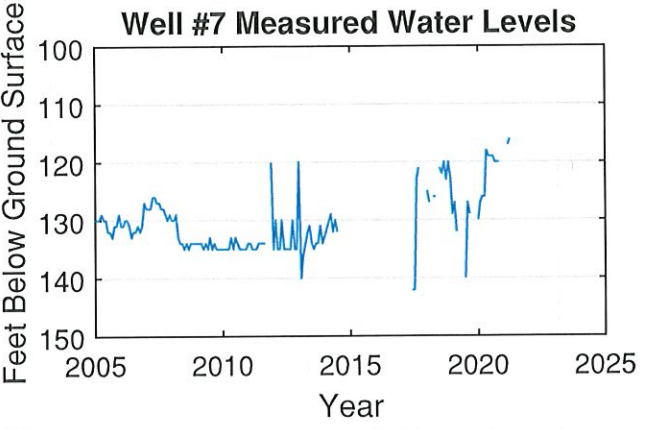
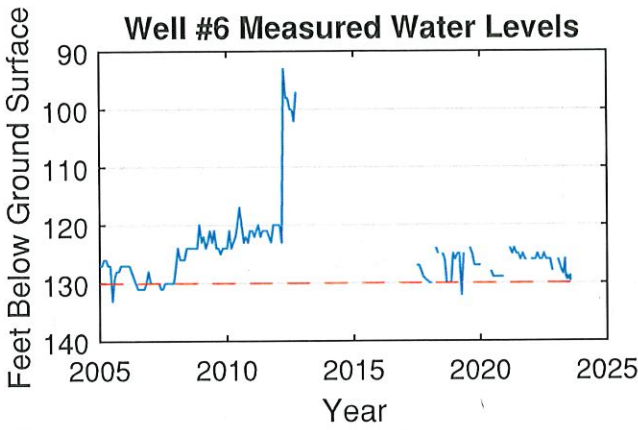
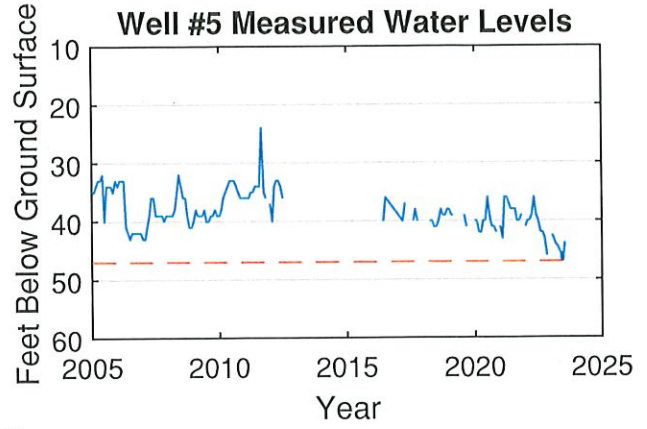
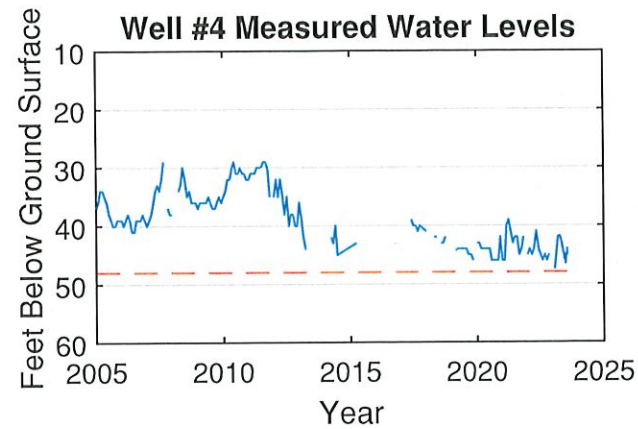
Municipal well production is not the only source of extraction in the study area, there are 495 other active wells in the study area, see **Figure 6**. Of the 495 active wells in the study area, there are 80 irrigation wells, 199 domestic wells, and 9 industrial wells (**Figure 6**).



2.3 Historical Water Level Data

Water level data for the Waverly municipal wells was passed to Olsson from Waverly, these measurements included both static water levels and pumping water levels for all of the active wells including the recently inactive Well 7. The 2023 Water Study also provided the shutoff water level for each of these wells, the point at which the well can no longer be active as the water level will be too low for the pump to extract water (Olsson, 2023). The pumping water level and the shutoff level for each of the wells are presented in **Figure 7**. If the pumping water level reaches the shutoff level, that well will need to be designated as inactive to preserve the pump in that well. **Figure 8** is similar to the previous figure, but it has the addition of the static water level for each of Waverly's municipal wells. In all of the wells besides Well 7, which has been inactive since 2021, there are recent declines in both the static and pumping water levels beginning in the late 2010s. Furthermore, the trend downwards are reflected in the most recent 2023 water level measurements. The large amounts of drawdown between the static and pumping water levels seen in **Figure 8** at Wells 6, through 12 are attributable to the semiconfined properties of the Dakota aquifer these wells are screened within. Wells 4 and 5 have much smaller differences between the static and pumping water levels because they are screened within the unconsolidated, unconfined Quaternary alluvial deposits.

Olsson gathered water level data from observation wells operated by the USGS at fourteen locations near Waverly, seen in **Figure 9**. These fourteen locations provide yearly data from the 1980s to present, with some wells being sampled seasonally. Water levels at all fourteen locations have fluctuated seasonally and annually, with current water levels similar to those observed in the 1980s, as seen in **Figure 10**. Recent water level declines can be seen at all fourteen locations since fall of 2016. These declines are emphasized in **Figure 11**, which displays the depth to water below ground surface (bgs) for all fourteen USGS monitoring locations near Waverly from 2012 to present. The water level declines seen in the USGS monitoring well locations surround Waverly are also reflected in the water level measurements of the Waverly municipal wells provided to Olsson.



— Pumping Water Level — Shutoff Level

Figure 7. Waverly municipal wells pumping and shutoff water levels.

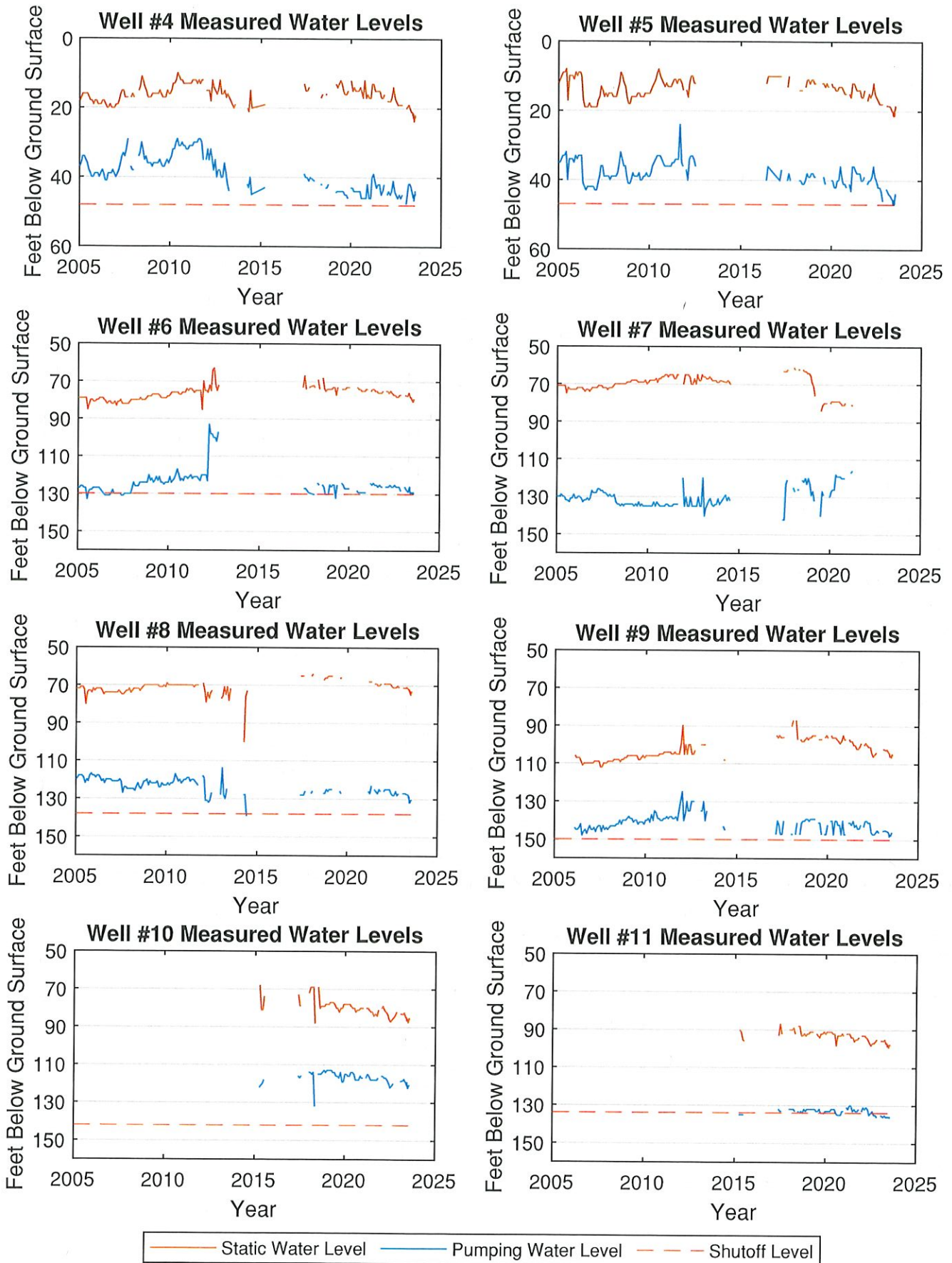
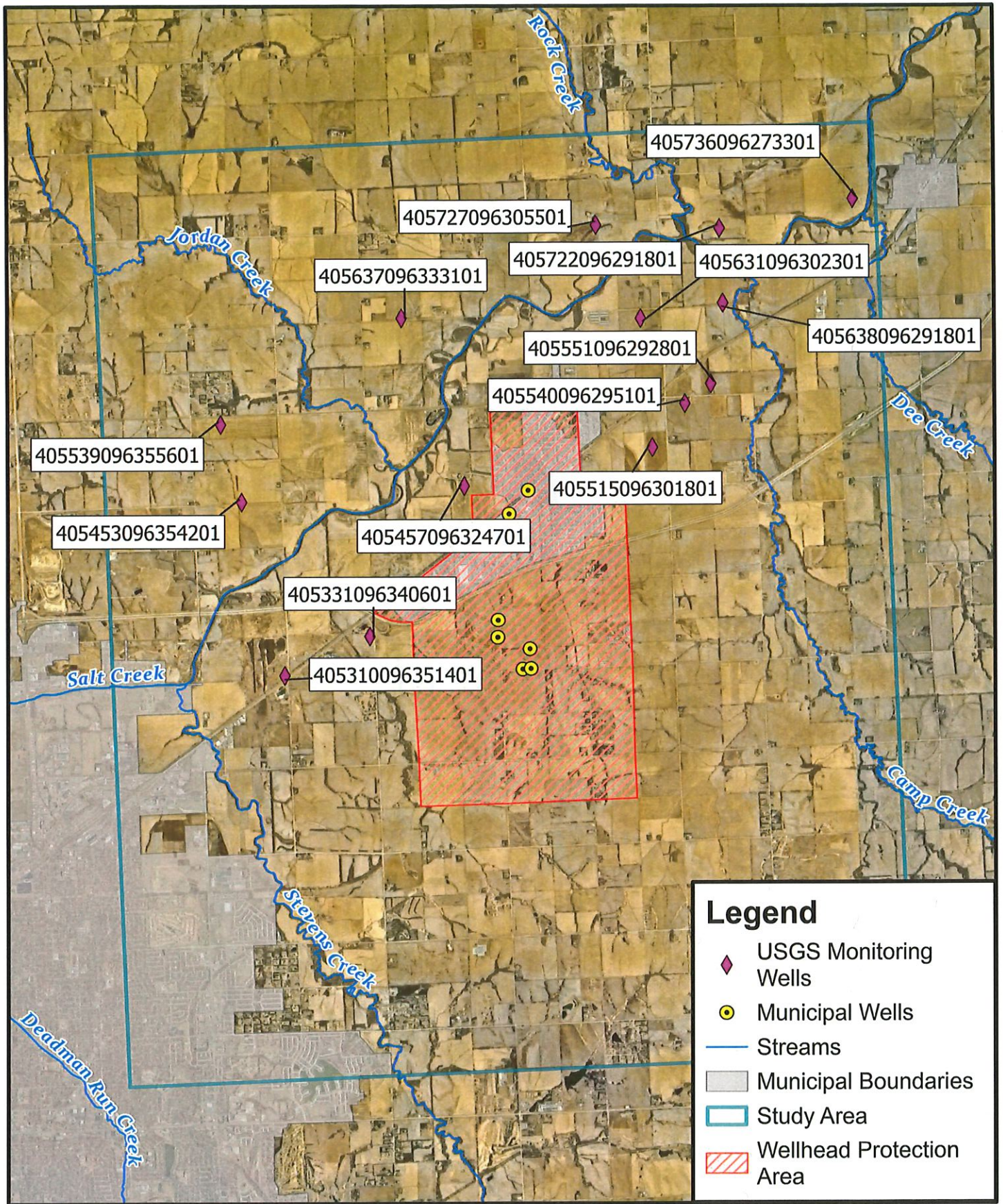


Figure 8. Waverly municipal wells static, pumping, and shutoff water levels.



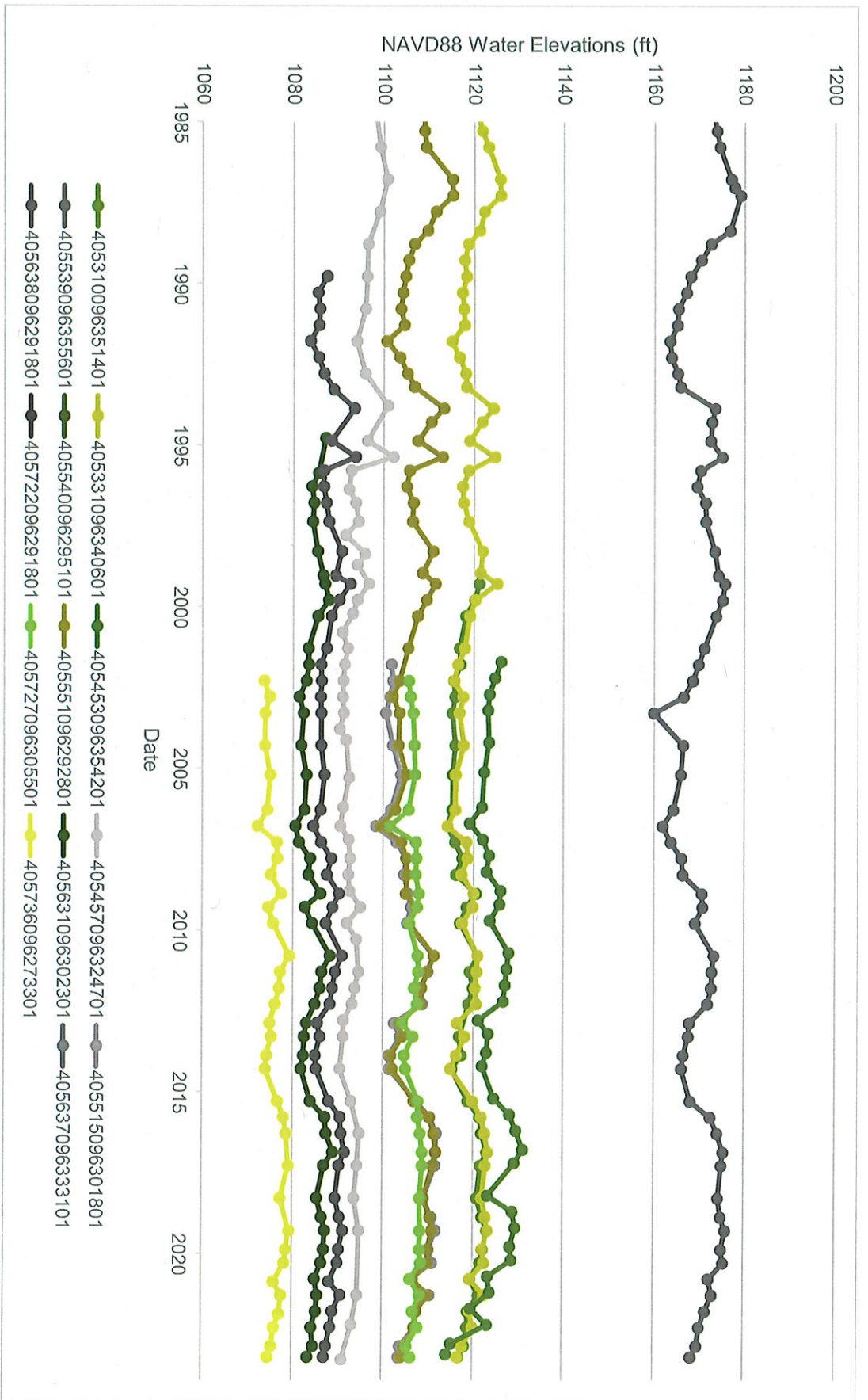


Figure 10. Water level elevations above NAVD88 for nearby USGS monitoring wells from 1985 to 2023.

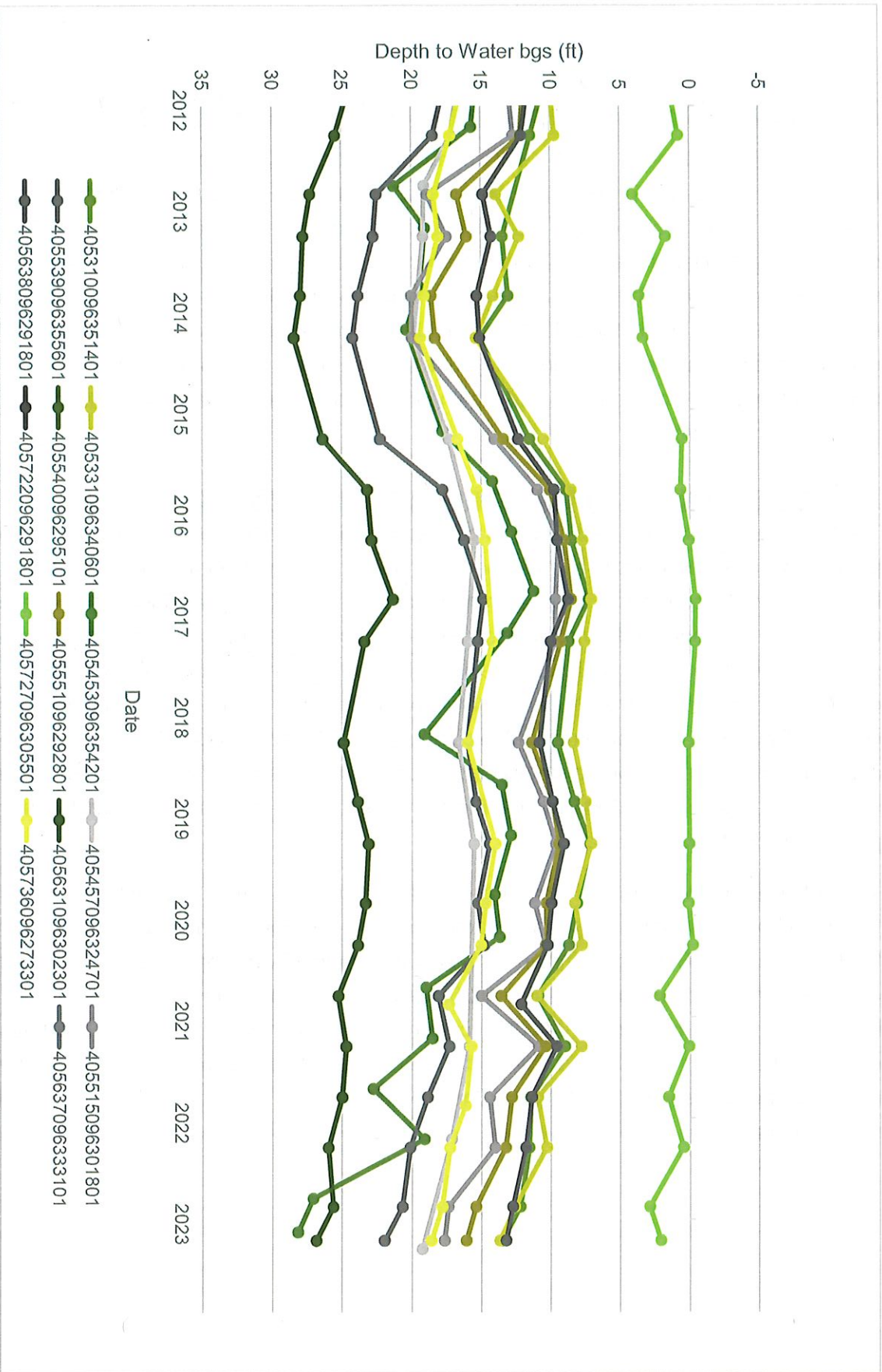


Figure 11. Depth to water below ground surface for nearby USGS monitoring wells from 2012 to 2023.



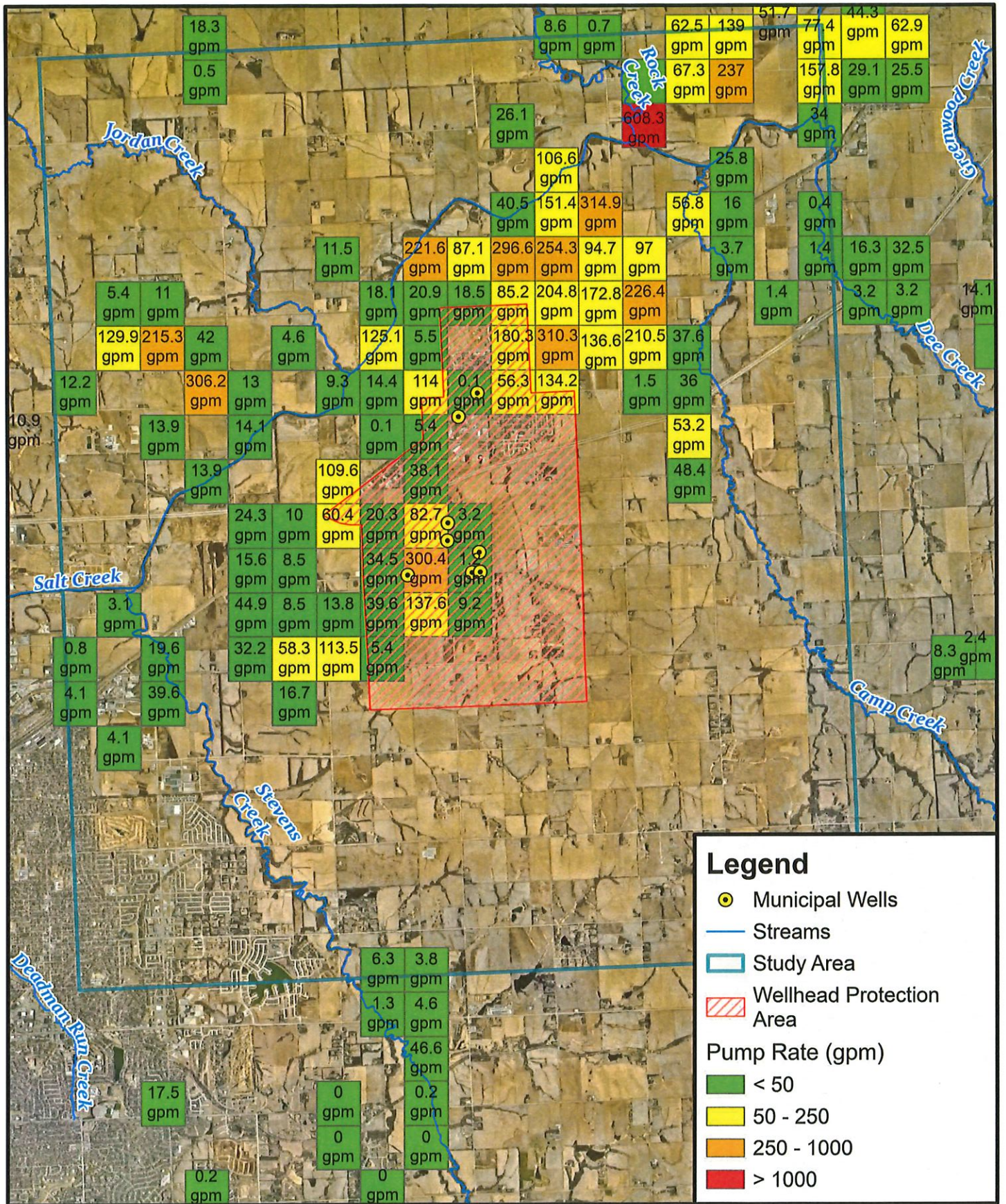
3. ASSESSMENT OF HISTORIC AND FUTURE WATER LEVELS

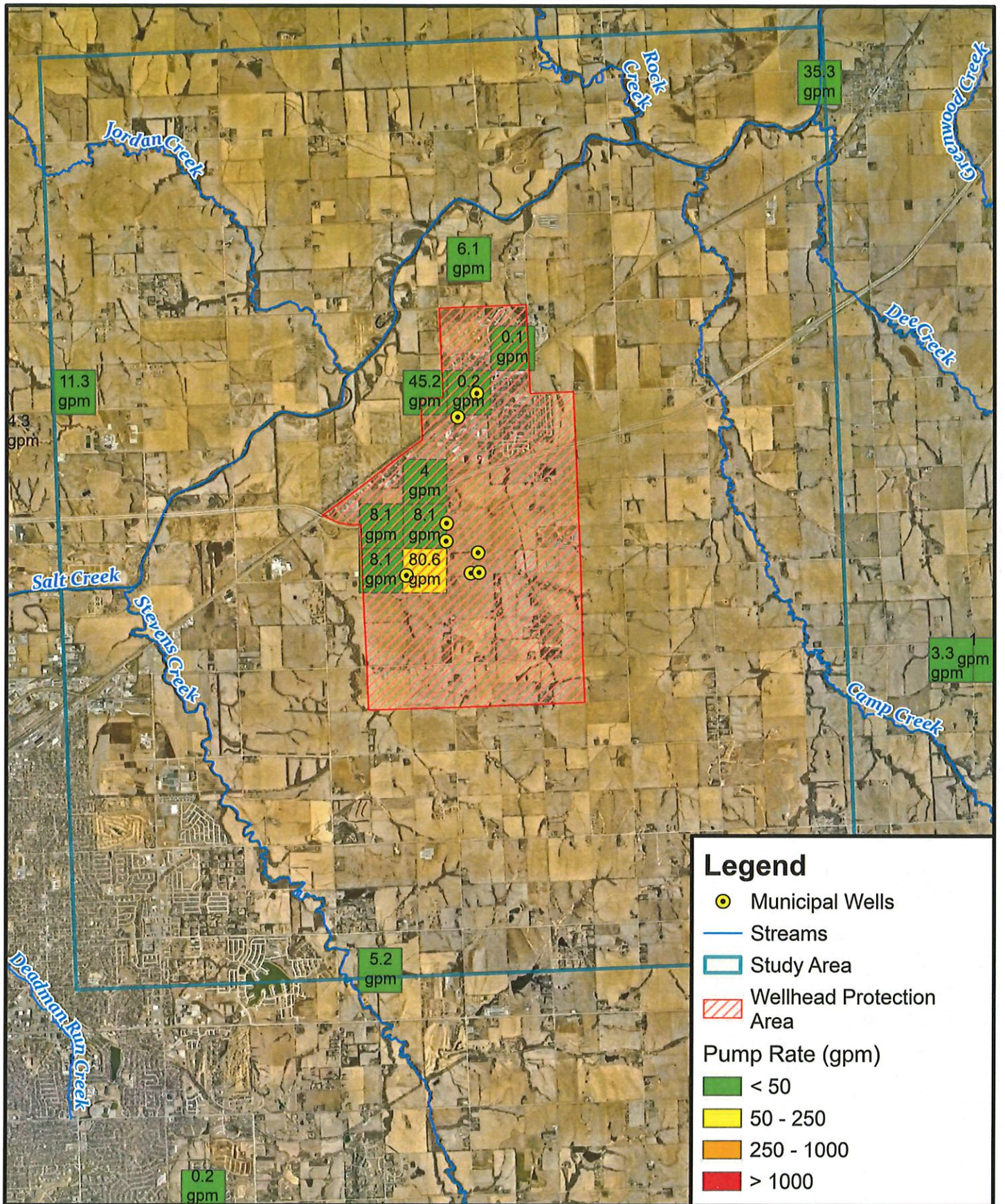
The Lower Platte Missouri Tributaries Groundwater model is a hydrogeological model designed to simulate and analyze groundwater flow in the Lower Platte and Missouri River tributaries region of Nebraska. The Lower Platte Missouri Tributaries Groundwater model was developed by the Nebraska Department of Natural Resources (NDNR) in collaboration with various stakeholders and consulting firms. The model was developed and calibrated by hydrogeologists, engineers, and experts in the field. It's a valuable tool for assessing and understanding the complex interactions between surface water and groundwater in this area, aiding in the management of water resources, and making informed decisions related to the regional groundwater resource.

3.1 Water Extraction from Regional Groundwater Model

The LPMT groundwater model contains pumping estimates for large capacity wells. Agricultural pumping was developed with a watershed model incorporating land use information and historical climatic conditions. The watershed model consist of four traditional components, which estimate the weather conditions, develop field-level estimates of the soil water balance, and scale these estimates regionally to develop recharge and pumping input files for the groundwater model. **Figure 12** is an example of the groundwater pumping in the Waverly area computed by the watershed model. Municipal and industrial pumping estimates were developed across Nebraska as part of the statewide municipal and industrial project. Estimates from this study are included in the LPMT model. **Figure 13** is an example of municipal and industrial pumping in the Waverly area.

The LPMT groundwater model served as a tool for projecting future water level changes within the vicinity of the Waverly well field. To achieve this, the calibration model spanning from 1960 to 2020 was used. Subsequently, an extension of the model was implemented to forecast groundwater conditions for an additional 25 years. This extension involved the replication of the last 8 years three times, with a unique occurrence of the year 2013 repeated a fourth time. This choice of the 8-year interval was deliberate, as it encapsulated the most contemporary land-use data and encompassed a spectrum of climatic variations, ranging from wet to dry, including typical years.





The groundwater model cells containing pumping estimates for the Waverly wells were initially set to zero. Beginning in 2012, actual monthly pumping data, provided by Waverly, was incorporated into the grid cells that corresponded to each well, and this continued throughout the model's duration. Furthermore, future projections of pumping were generated using a similar methodology to extend the other model files. Notably, an additional step was introduced, involving an annual increase in pumping to align with the anticipated 2.5% growth rate.

3.2 Long Term Trends in Groundwater Levels

In **Figure 14**, the groundwater model's computed groundwater levels in the vicinity of the Waverly wells are shown. The observed trend from 2012 to 2022 is similar to the pattern seen in certain wells, specifically #6 and #9, where water levels initially rose in the early 2010s but gradually declined in more recent years. As a result of the input data furnished to the model, it projected ongoing drawdowns for the next 25 years. Furthermore, the seasonal fluctuations became more pronounced as a result of the projected demand increased over time.

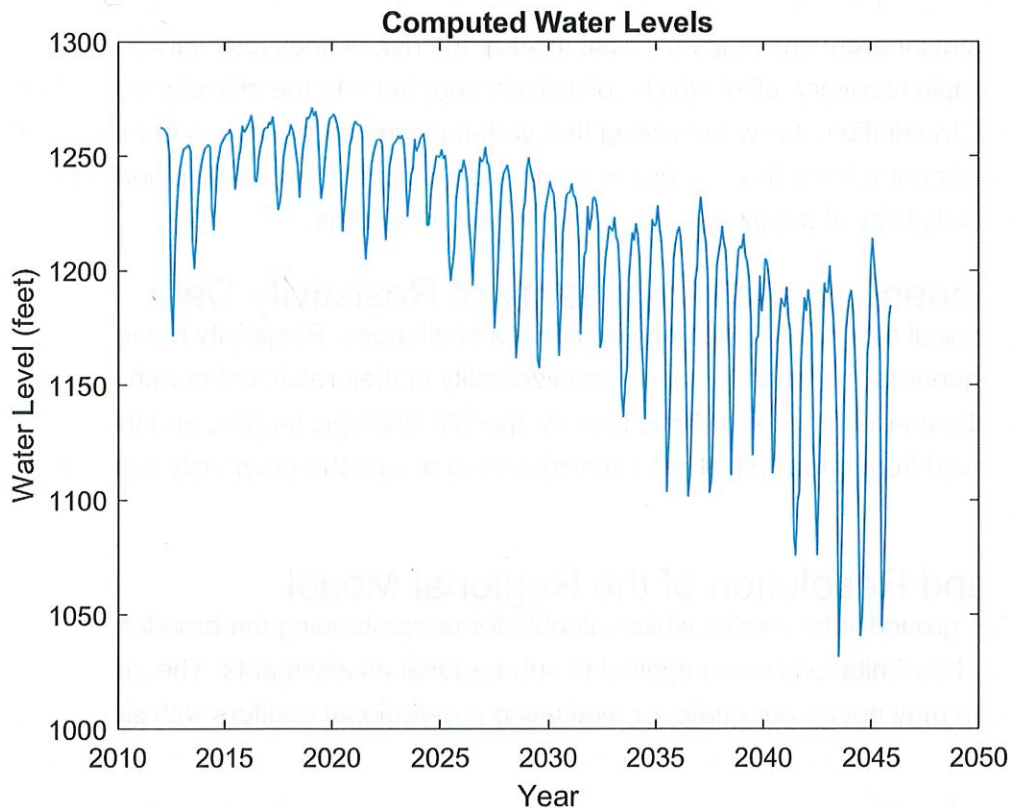


Figure 14. LPMT regional groundwater model computed groundwater levels near Waverly's municipal wells.

3.3 Limitations

Four primary limitations should be taken into consideration when interpreting the finding of this study and making decisions related to the management and conservation of water resources.

3.3.1 Data Availability

One of the primary limitation of this hydrogeologic study is the reliance on available data. The assessment heavily depends on bore log data, geophysical data, and water level data from nearby wells. The completeness, accuracy, spatial completeness, and representativeness of these datasets may vary, potentially introducing uncertainties into the analysis.

3.3.2 Inconsistencies in Bore Logs

Bore log data can be subject to inherent inconsistencies. Variability in the quality and detail of bore logs, as well as potential gaps in the recorded information, can limit the precision of lithological descriptions. Moreover, the rotary drilling methods employed to obtain this data are recognized to present inherent challenges. These include the risk of fines loss, strata mixing, and incomplete sample recovery, all of which collectively contribute to the difficulty in creating accurate bore logs. In addition, it is worth noting that variations in interpretations from one driller to another can further complicate the process of compiling consistent and reliable bore logs. This can affect the reliability of the interpretations based on these logs.

3.3.3 Nonuniqueness and Nonlinearity of Resistivity Data

The use of geophysical data to infer lithology introduces challenges. Resistivity measurements can exhibit nonuniqueness, nonlinearity, and nonuniversality in their relationship with lithology. As a result, it may be challenging to explicitly identify specific lithologic targets, and the interpretations derived from geophysical data should be looked at with the previously mentioned limitations in mind.

3.3.4 Scale and Resolution of the Regional Model

The regional LPMT groundwater model, while valuable for understanding the broader water budget and trends, has limitations when applied to sub-regional assessments. The model's scale and resolution may not be adequate for evaluating sub-regional aquifers with significant variability, potentially leading to oversimplification and an insufficient level of detail for localized hydrogeologic analysis. The LPMT groundwater model is characterized by a two-layer structured grid with cells measuring half a mile by half a mile. Notably, aquifer geometry, hydraulic properties, sources, and sinks are all specified on a cell-by-cell basis, and their variation cannot be represented at a finer resolution than that of the grid cells. Moreover, the model's computations are executed at a cell-by-cell level, which imposes a limitation on the resolution of the solutions and associated outputs, preventing them from achieving a finer level

of detail. In an areas such as Waverly where the aquifer varies spatially in short distances, the large cell size of the regional model is a limitation.

4. RECOMMENDATIONS

Using the best available science of the LPMT regional model, nearby monitoring wells, AEM data, and information about the local water levels and well constructions has revealed that there have been declines in the water table in and around the study area. Based on the findings of this hydrogeologic assessment, there are three recommendations for potential action to understand and/or address the lowering water table affecting Waverly's municipal wells and wellfield.

4.1 Developing a Subregional Groundwater Model

The LPMT regional groundwater model is an extremely useful tool for understanding the hydrology and water budget of large spatial and temporal extents. Alternatively, the LPMT regional model lacks both the spatial and temporal resolutions to be actionable at a daily interval for an area as compact and geologically complicated as the study area. A subregional groundwater model would create a tool that would more accurately represent the geologic complexity of the study area and at a timescale more useful for scheduling municipal water extraction. Rather than generalizing the geologic strata for a single model cell covering a ½ mile by ½ mile area, a subregional model would make use of the borehole logs of the groundwater wells in the study area to recreate the stratigraphy at the exact locations of the wells. A subregional groundwater model would not physically address the lowering of the water table but would allow for management decisions to be made with a tool that is calibrated to the specific hydrogeology of the model domain and at a timescale that would be useful for municipal well scheduling. Additionally, the decision to create a subregional model would benefit the following two recommendations in both the planning and management of those recommendations.

4.2 Addressing Current Municipal Wells

Using the borehole logs and well construction information provided by Waverly, it appears that there is an opportunity to redrill, reconfigure the well construction to optimize the available aquifer, utilize existing water distribution infrastructure, and maintain adequate pumping water level elevations. This recommendation would be aimed at optimizing the wells currently screened in the Dakota aquifer which underlies five of the seven currently active Waverly municipal wells. By redrilling the wells screened in the Dakota aquifer to the full extent of the Dakota's water bearing materials, there could be some expansion of the saturated thickness available to the well. Additionally, although it is recommended that the redrilled wells have shorter screened intervals located at the bottom of the well, this could reduce the maximum pump rate of the well. This may not be an issue as the capacity of the Waverly wellfield is not a

concern for the current water demand on the municipal wells, rather the declining water levels are the primary concern of the city. Should the shorter screened interval not affect the potential pump rate of the well, it would still be recommended certain wells be pumped at a lower rate than they are currently pumped if a VFD is available at the well. This would minimize the drawdown that could put the pumping water level closer to the shutoff water level for the pumps. The recommendation of reducing the pump rate would reduce drawdown as relatively compared to a higher pumping rate for all wells in both the unconsolidated alluvial deposits and the semiconfined Dakota aquifer. **Table 2** outlines the recommended actions to address each of Waverly's current municipal wells.

Table 2. Recommendations for addressing current municipal wells.

NDNR Well Registration Number	Colloquial Well Number	Recommendation and Reasoning
G-068617	4	Consider reducing the pumping rate to keep the pumping water level above the shutoff level. The screened interval is located in a favorable lithology and lowering the pump depth would not be advisable as the pump would be located within the screened interval.
G-070134	5	Consider reducing the pumping rate to keep the pumping water level above the shutoff level. The screened interval is located in a favorable lithology and lowering the pump depth would not be advisable as the pump would be located within the screened interval.
G-070533	6	Consider redrilling this well to reconfigure with a shorter screened interval with a top elevation at greater depth than current; set the pump above the lowered screened interval. The current pump depth is located within the screened interval and could jeopardize the condition of the well and aquifer.
G-070534	7	When this well is reconstructed, consider configuring with a shorter screened interval with a top elevation at greater depth than historical level. Set the pump above the lowered screened interval.
G-114724	8	No action at this time. The pumping water level currently sits approximately 10 feet above the shutoff water level for this well. Consider reducing the pumping rate if the difference between the pumping water level and shutoff level reduces.
G-136114	9	Consider redrilling this well to reconfigure with a shorter screened interval with a top elevation at greater depth than current, set the pump above the lowered screened interval. Additionally, consider alternative locations for redrilling. The marginal lithology and water levels at this location are not conducive to a resilient production well.
G-175276	10	No action at this time. The pumping water level currently sits approximately 20 feet above the shutoff water level for this well.
G-175275	11	Consider alternative locations for redrilling. The marginal lithology and water levels at this location are not conducive to a resilient production well.

Furthermore, as mentioned in **Section 2.1**, the Dakota aquifer in this study area, which underlies five of the seven currently active Waverly municipal wells, is an aquifer system that does not reflect immediate rises in groundwater levels in response to precipitation events in this area. This portion of eastern Nebraska has not received a high amount of precipitation since 2016, as shown in **Figure 1** (HPRCC, 2023). As seen in the trends in Waverly's municipal well groundwater levels in **Figures 7 and 8**, there was no significant jump in static water levels in 2016 in response to the high amount of precipitation seen during that period, but there has been an overall matching trend of drier years with less precipitation and declining water levels. This indicates that the relationship between precipitation and groundwater levels in the Dakota aquifer within the study area is representative of long-term trends as opposed to a more responsive and immediate relationship. This means that it will take several years with higher precipitation amounts than those seen in **Figure 1** to begin to relieve water declines in this area. Additionally, wetter years would lead to decrease demand on the aquifer in the area which would also help to relieve the water level declines.

The recommendation to redrill and reconfigure the construction of the Waverly municipal wells would make the Waverly municipal wellfield more resilient to the stress of more years of drought conditions by lowering the shutoff water levels for the municipal wells at the expense of the current pumping rates. Nonetheless, if current pumping rates can be lowered without compromising the wellfield's ability to meet the current water demand, there will be less risk of the pumping water levels reaching the shutoff levels listed in the Waverly Water Distribution Study (Olsson, 2023). This recommendation could benefit from a subregional groundwater model, as mentioned in **Section 4.1**, by increasing the confidence at which the groundwater levels in the area would be affected by various climatic conditions and the alterations to pumping regime.

4.3 Adding New Municipal Wells

Similarly to the recommendation to redrill and alter the well construction of the current municipal wells, adding one or more municipal wells to the current Waverly municipal wellfield following the general recommendation of having a shorter screened interval, as mentioned in **Section 4.2**, would provide additional relief regarding water level declines. Adding a municipal well or multiple municipal wells to the Waverly wellfield with a short screened interval in the Dakota aquifer and a pump set just above the screened interval will allow the Waverly water system to be able to pump at lower rates, similarly proposed in **Section 4.2**, without compromising the municipal water system's ability to respond to the current water demand. Furthermore, additional municipal wells would add to the overall capacity of the Waverly municipal water system and would alleviate some demand on the current wells regarding potential population growth and increased demand as projected in the Waverly Water Distribution Study (Olsson, 2023).

Siting new municipal well locations was not the initial nor primary focus of this hydrogeologic assessment, however information gleaned in this assessment can provide insight into locations for further hydrogeologic inquiry. Potential areas to gather information for a newly sited well include the area between Wells 7 and 9 located to the north of Alvo Road. The well diagrams in **Appendix A** display similar lithologies between Wells 7, 9, and 10 that could potentially allow for a deeply set, short screen in productive aquifer material, as well as the opportunity to utilize the existing water distribution infrastructure of the current municipal wellfield.

A second option would be to explore to the east of Waverly's municipal boundary towards Camp Creek. The USGS wells between Waverly and Camp Creek have shown downward trends in recent years similar to all other USGS wells in **Figures 10** and **11**, but they are not showing as drastic of changes as others around the Study Area. Furthermore, the figures with paired AEM and borehole data show productive lithologies and high conductivity values in this same area.

A final location that may be worthwhile to explore is to the south of the Waverly Wellhead Protection Area around Havelock Avenue centered between 134th and 148th St. This area is showing an area of high resistivity, which is typically indicative of good, coarse aquifer material. Although it should be noted that there is a lack of lithological data from nearby boreholes and a lack of long-term monitoring data nearby to know if the hydrogeology would support a municipal well here. These recommendations could benefit from a subregional groundwater model, as mentioned in **Section 4.1**, by allowing the potential locations of a new well or wells to be analyzed and be placed in locations where the drawdown of the well would have the least impact on current municipal wells while still being a productive extraction well.

5. REFERENCES

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- High Plains Regional Climate Center. 2023. Station Data Explorer: Waverly 0.4 W, NE. Available online at: <https://hprcc.unl.edu/stationtool/index.php>
- Korus, J., L. Howard, A. Young, D. Divine, M. Burbach, J. Jess, and D. Hallum. 2013. The Groundwater Atlas of Nebraska. Conservation Survey Division of the University of Nebraska-Lincoln. Resource Atlas No. 4b/2013, third (revised) edition, 64 p.
- Olsson. 2023. Water Distribution Study. Prepared for the City of Waverly, Nebraska. August, 2023. 108 p.
- U.S. Geological Survey (USGS). 2022. USGS Groundwater Data for the Nation. Available online at: <https://waterdata.usgs.gov/nwis/gw>

WAVERLY WELL FIELD HYDROGEOLOGIC ASSESSMENT REPORT

City of Waverly, Waverly, Nebraska

November 2023

Olsson Project No. 023-06619



APPENDIX A

WAVERLY MUNICIPAL WELL DIAGRAMS



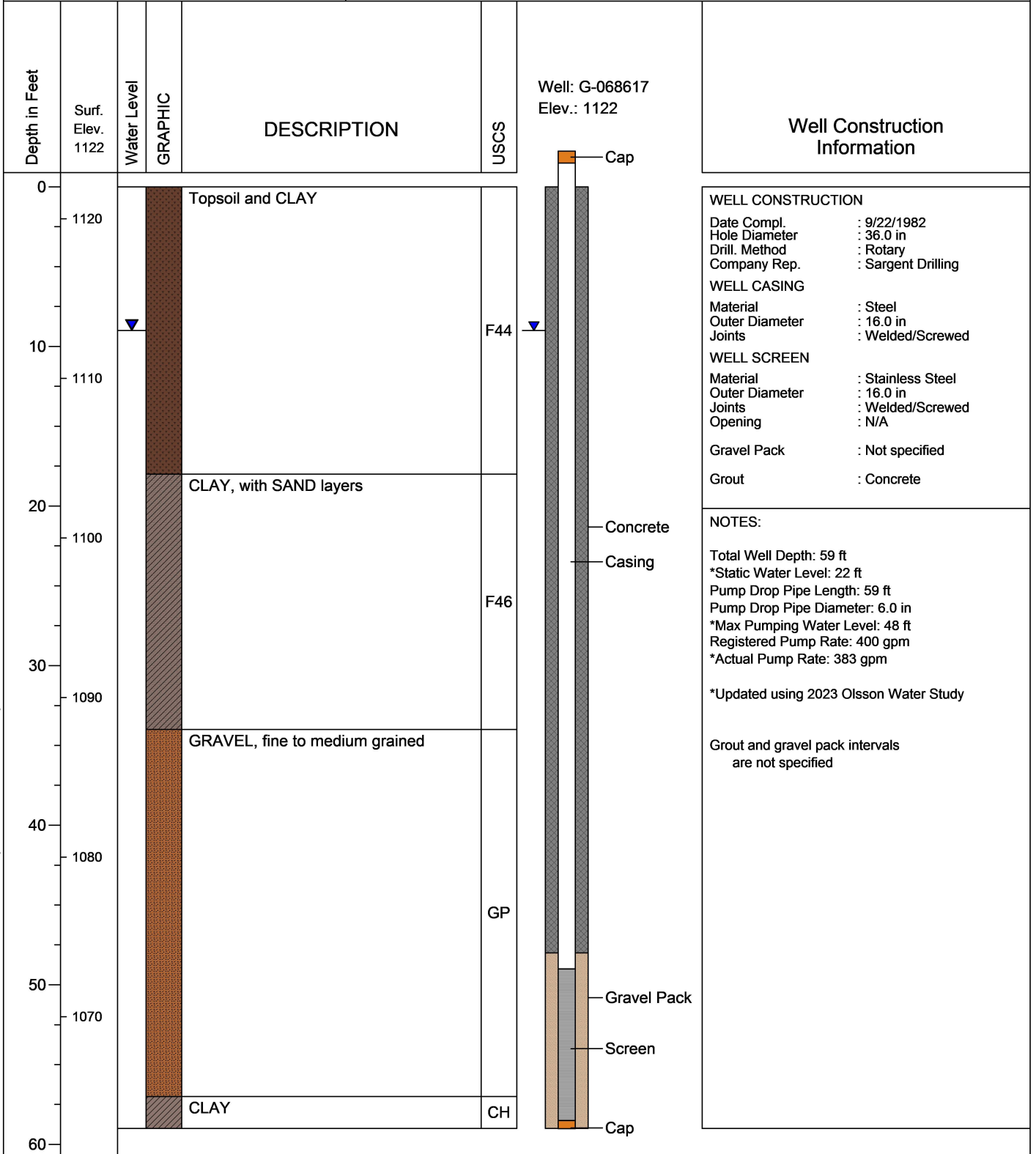
LOG OF BORING G-068617 (Well 4)

(Page 1 of 1)

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Lancaster County

October 2023

023-06619



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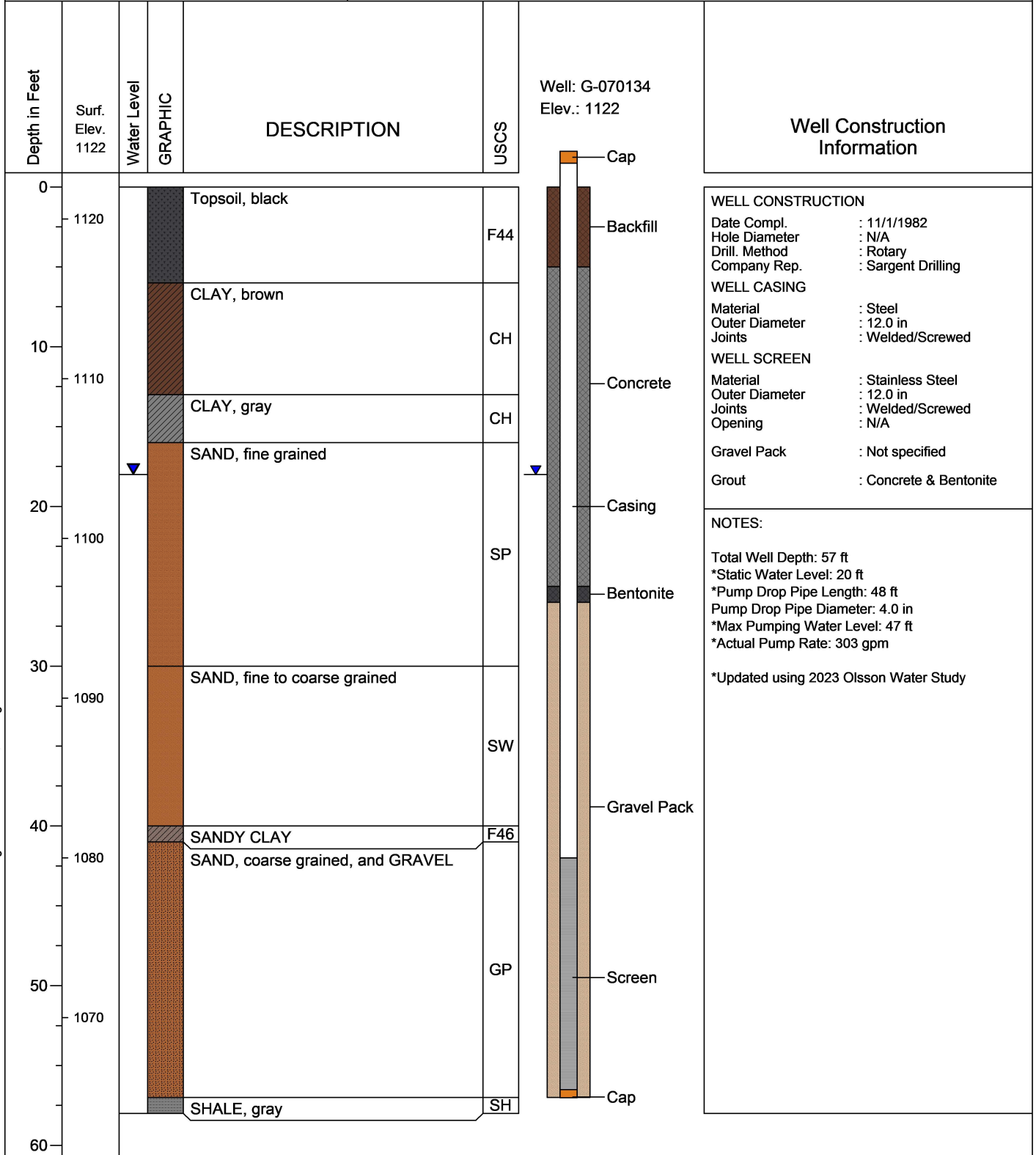
LOG OF BORING G-070134 (Well 5)

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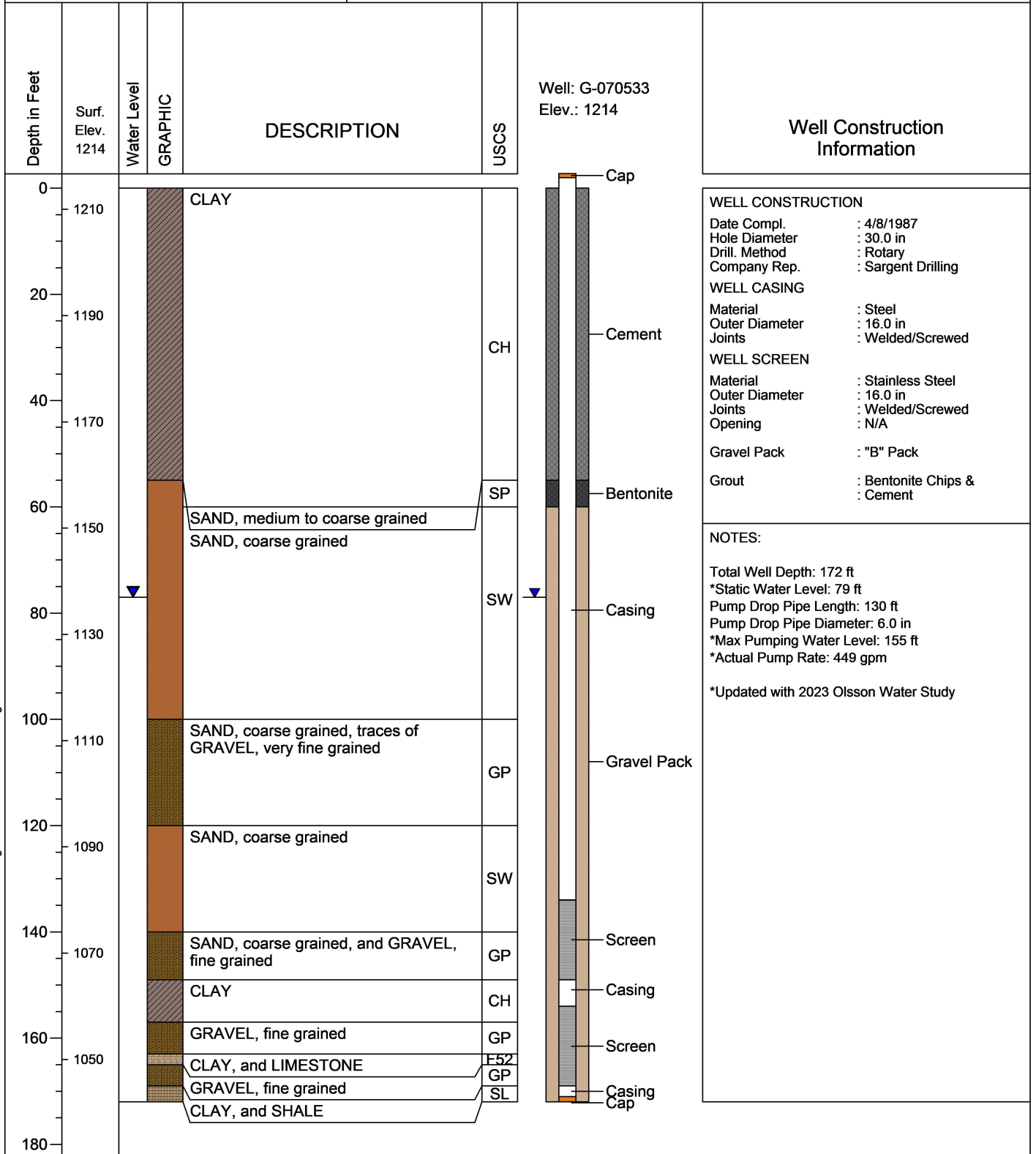
LOG OF BORING G-070533 (Well 6)

(Page 1 of 1)

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NOTES:
 Total Well Depth: 172 ft
 *Static Water Level: 79 ft
 Pump Drop Pipe Length: 130 ft
 Pump Drop Pipe Diameter: 6.0 in
 *Max Pumping Water Level: 155 ft
 *Actual Pump Rate: 449 gpm
 *Updated with 2023 Olsson Water Study



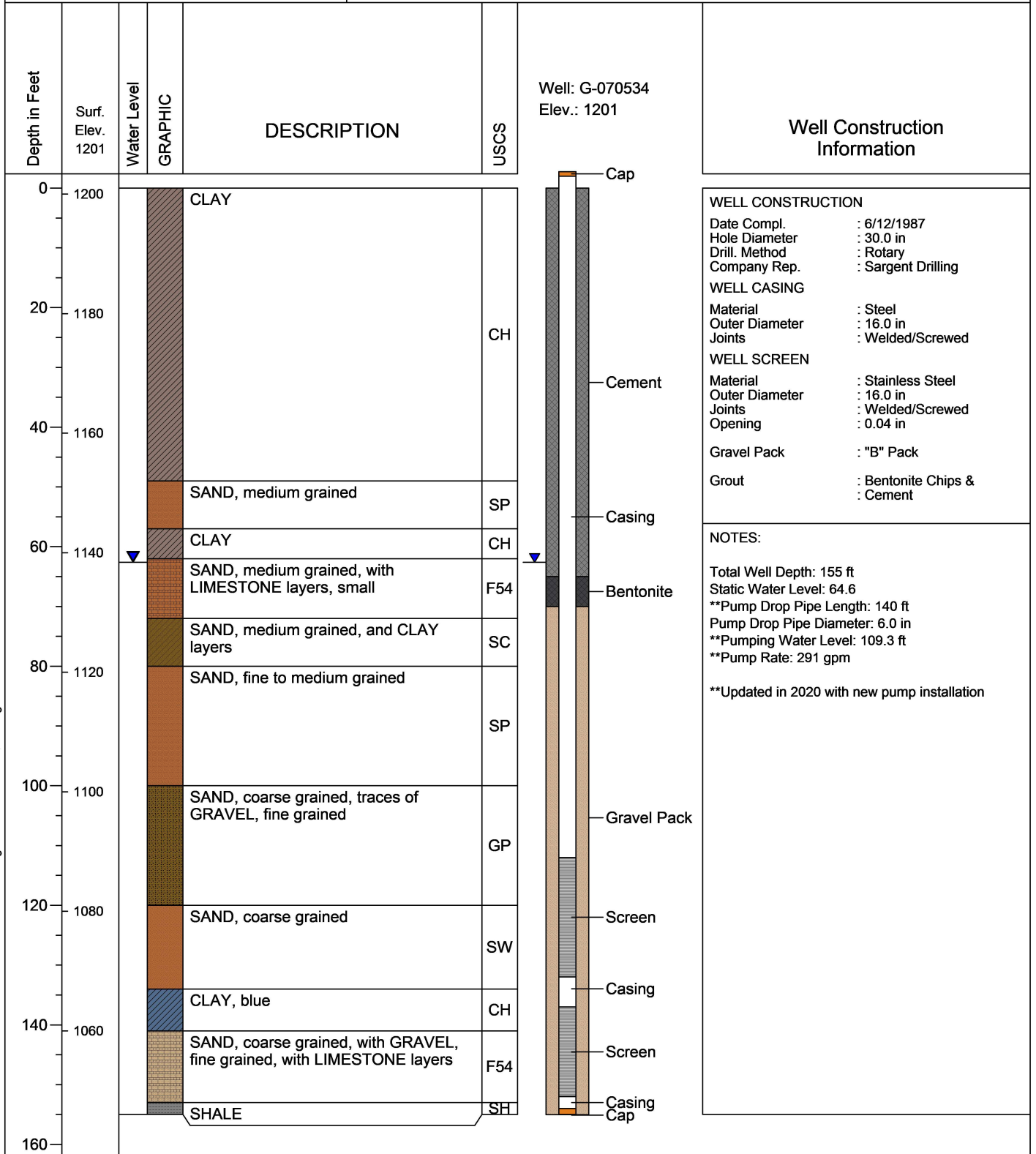
LOG OF BORING G-070534 (Well 7)

(Page 1 of 1)

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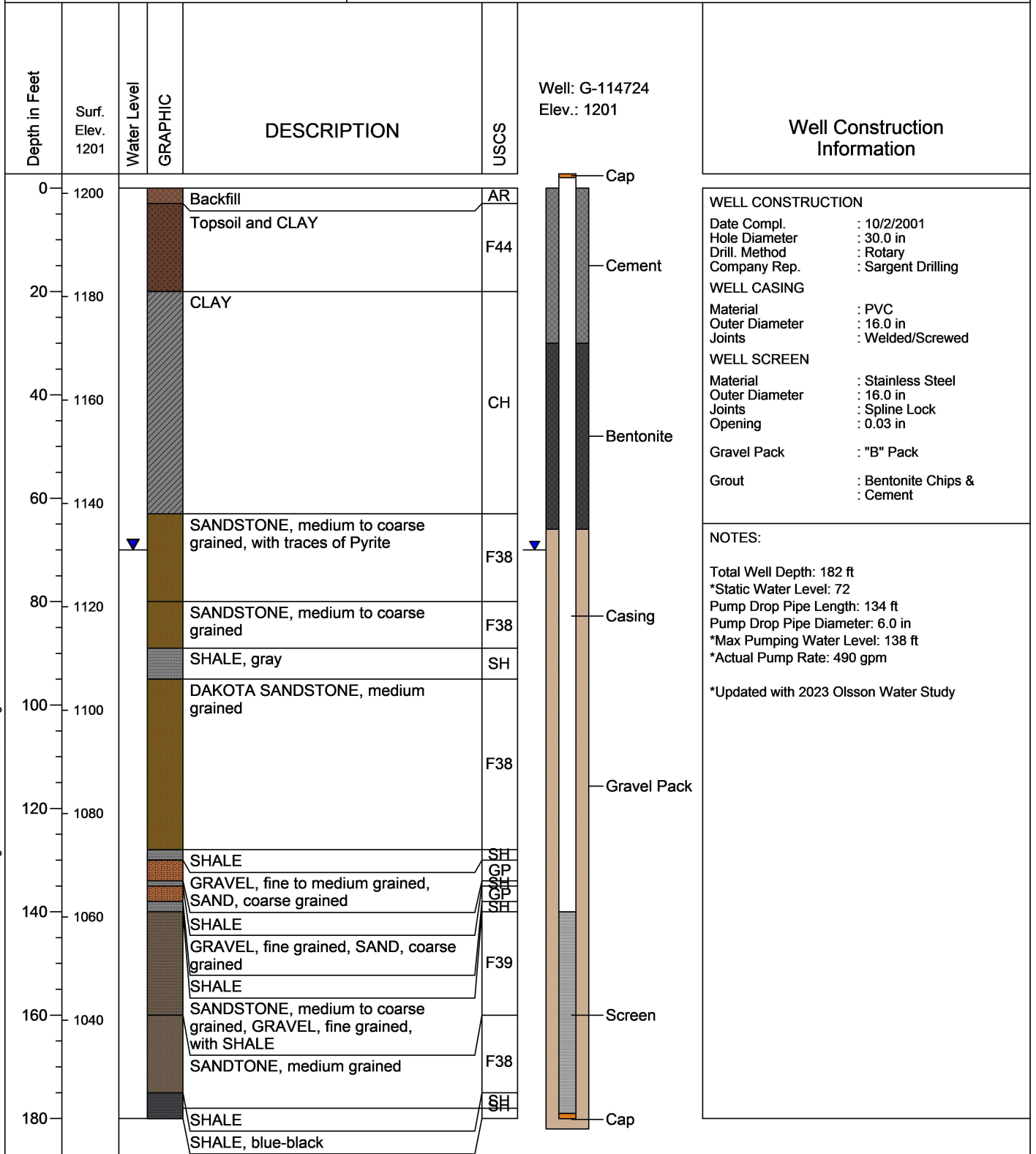
LOG OF BORING G-114724 (Well 8)

(Page 1 of 1)

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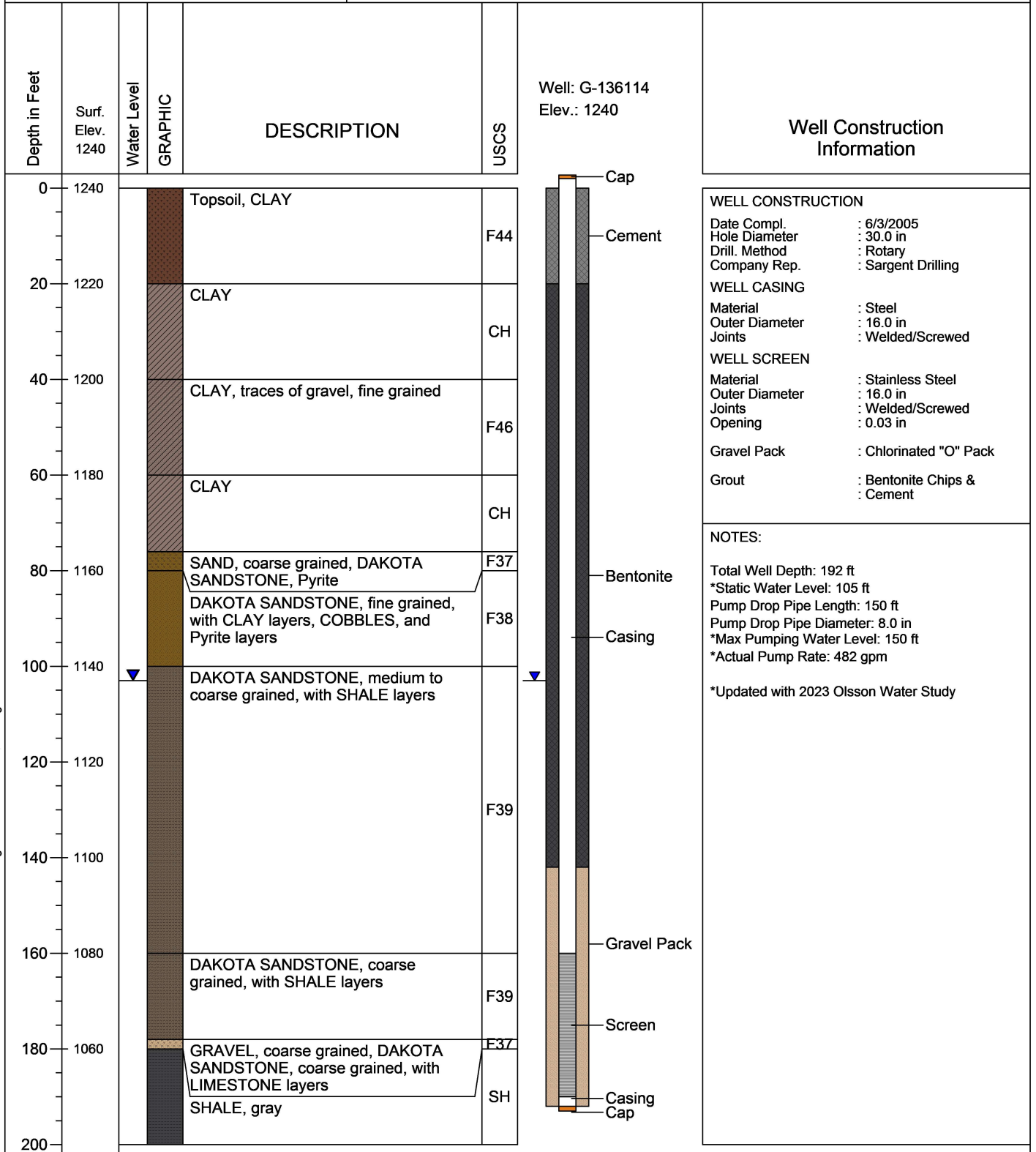
LOG OF BORING G-136114 (Well 9)

(Page 1 of 1)

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NOTES:
 Total Well Depth: 192 ft
 *Static Water Level: 105 ft
 Pump Drop Pipe Length: 150 ft
 Pump Drop Pipe Diameter: 8.0 in
 *Max Pumping Water Level: 150 ft
 *Actual Pump Rate: 482 gpm
 *Updated with 2023 Olsson Water Study



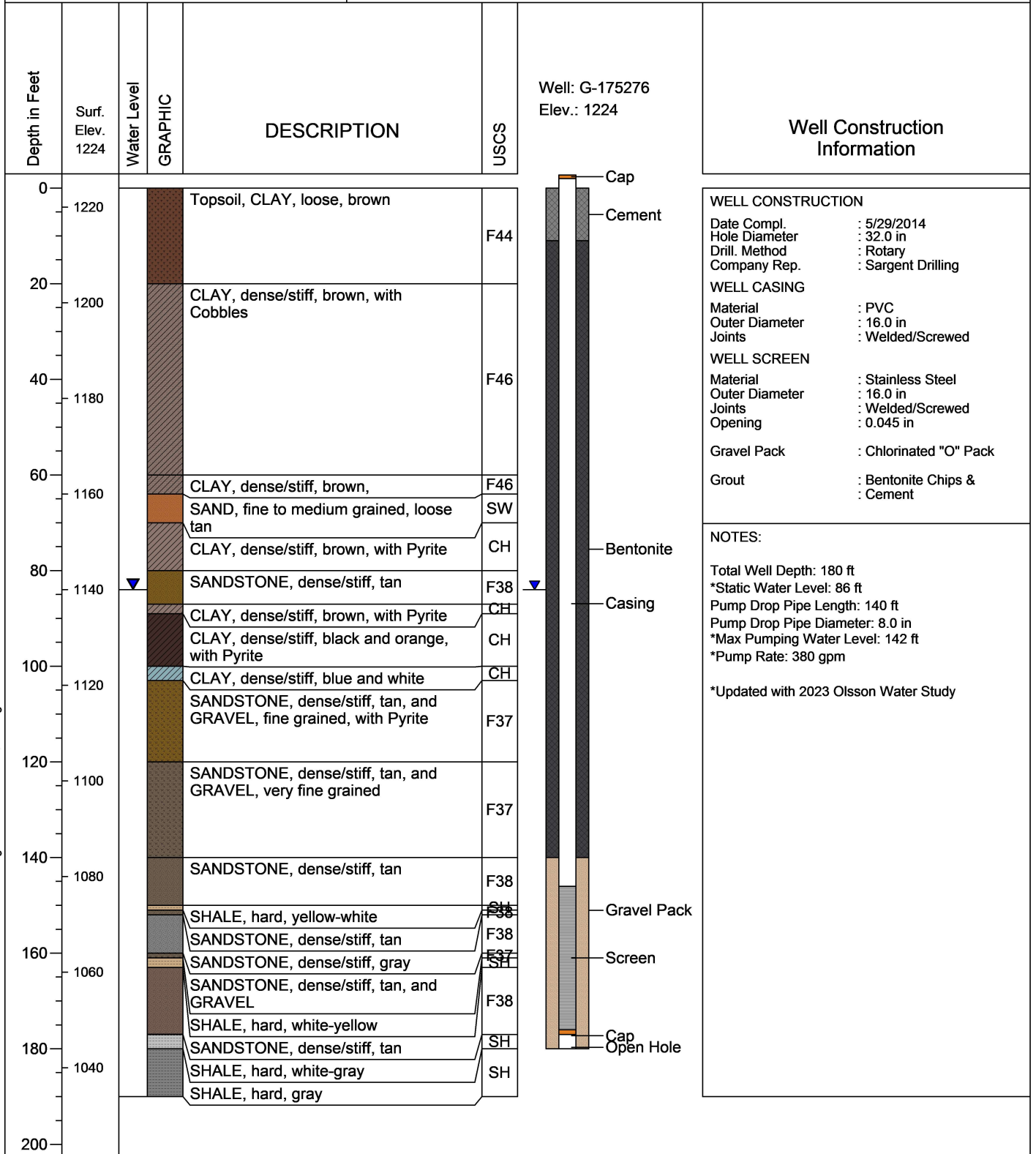
LOG OF BORING G-175276 (Well 10)

(Page 1 of 1)

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Well: G-175276
Elev.: 1224

Well Construction Information

WELL CONSTRUCTION

Date Compl. : 5/29/2014
Hole Diameter : 32.0 in
Drill. Method : Rotary
Company Rep. : Sargent Drilling

WELL CASING

Material : PVC
Outer Diameter : 16.0 in
Joints : Welded/Screwed

WELL SCREEN

Material : Stainless Steel
Outer Diameter : 16.0 in
Joints : Welded/Screwed
Opening : 0.045 in

Gravel Pack : Chlorinated "O" Pack

Grout : Bentonite Chips & Cement

NOTES:

Total Well Depth: 180 ft
*Static Water Level: 86 ft
Pump Drop Pipe Length: 140 ft
Pump Drop Pipe Diameter: 8.0 in
*Max Pumping Water Level: 142 ft
*Pump Rate: 380 gpm

*Updated with 2023 Olsson Water Study



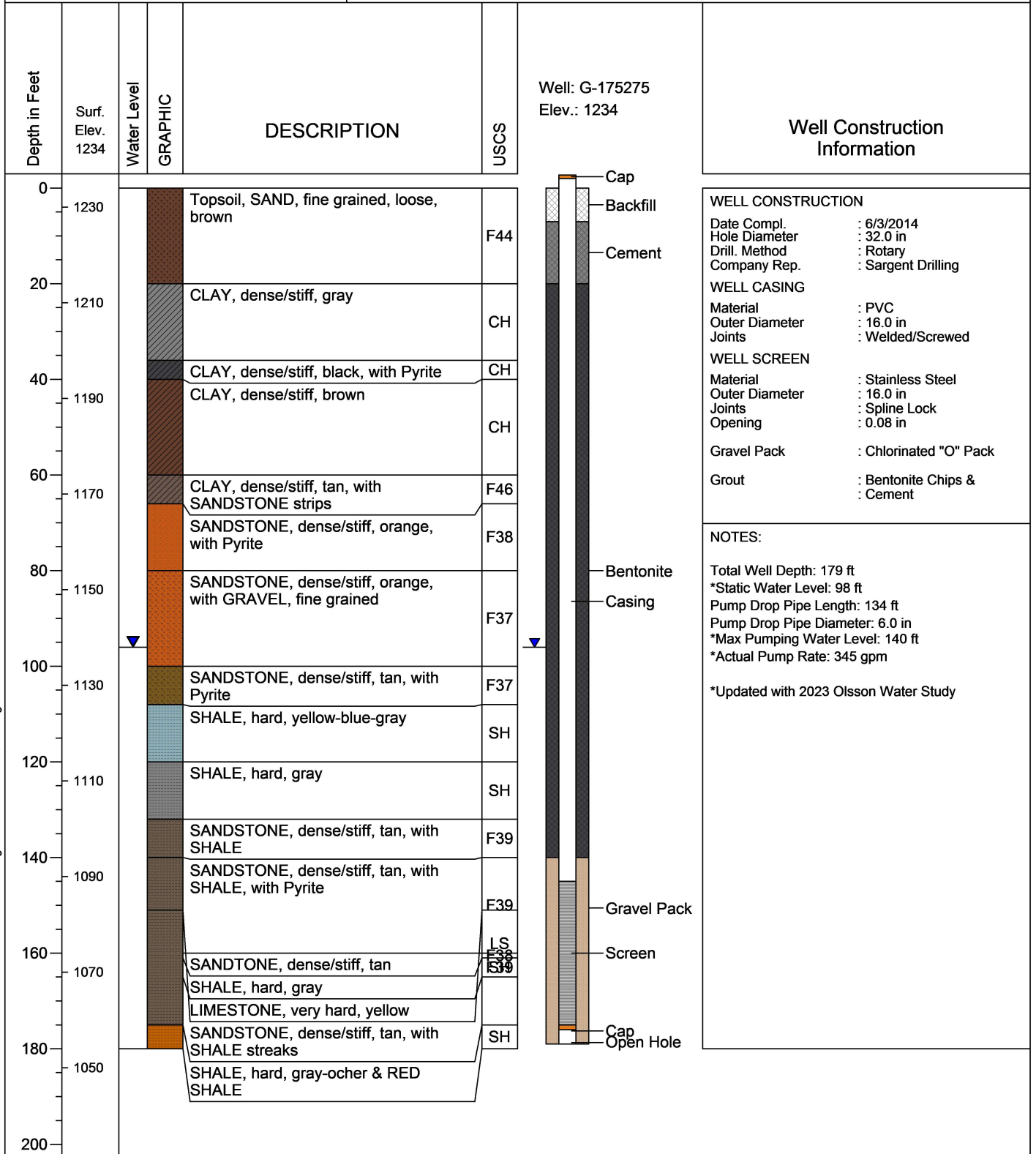
LOG OF BORING G-175275 (Well 11)

(Page 1 of 1)

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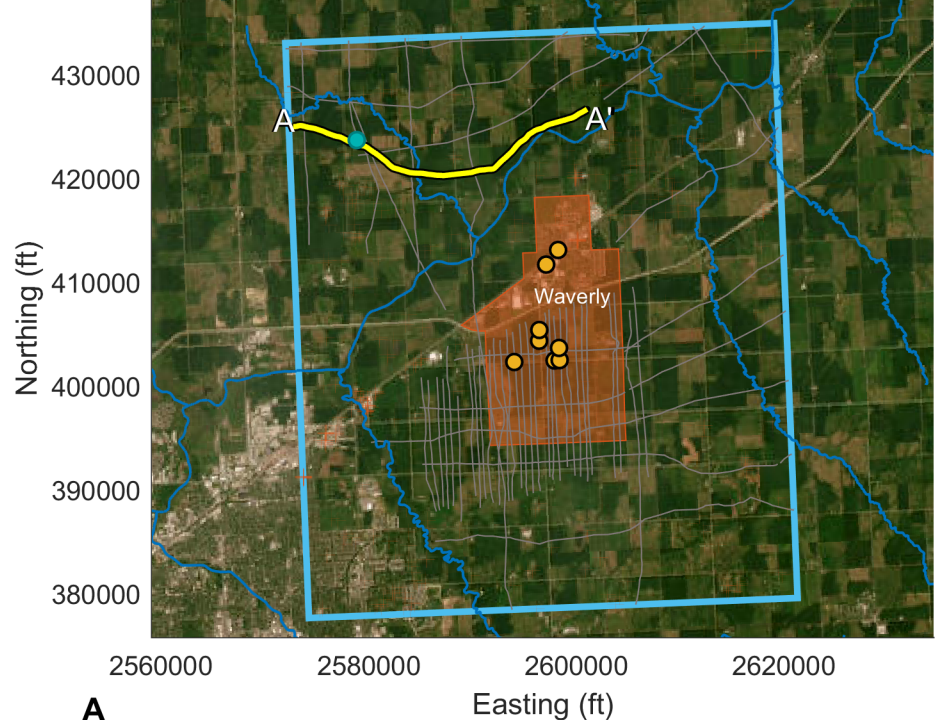


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APPENDIX B

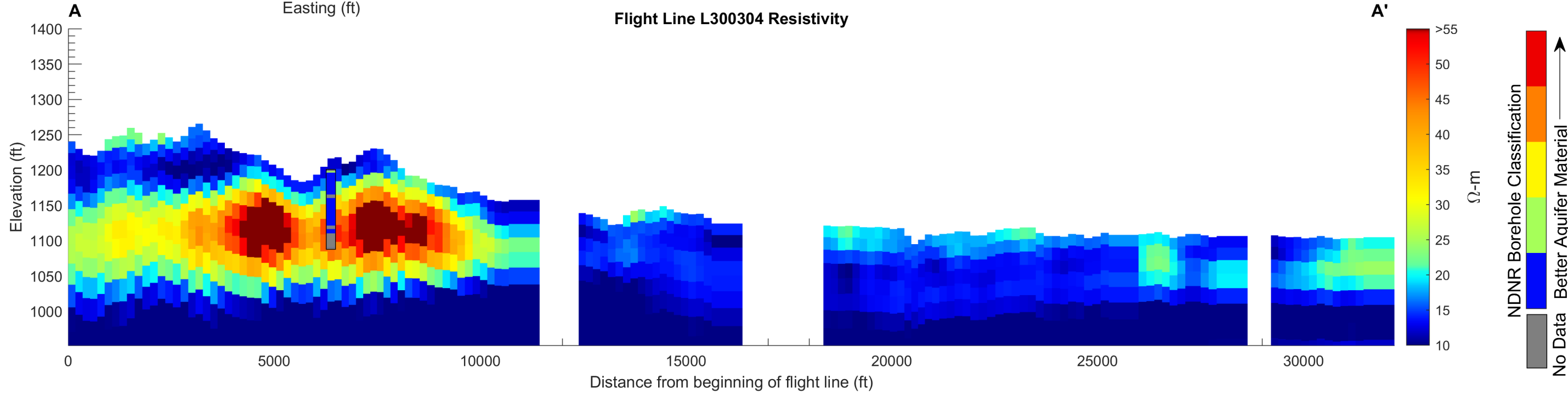
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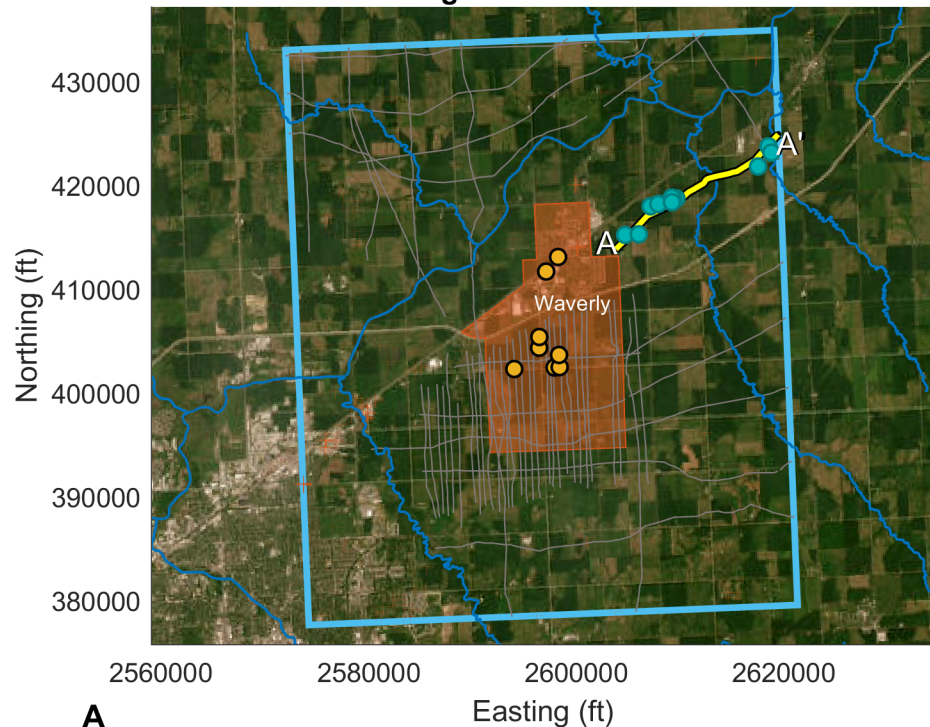


- Municipal Wells
- Included Boreholes
- ⊕ Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- ▭ Study Area
- ▭ Waverly City Limits

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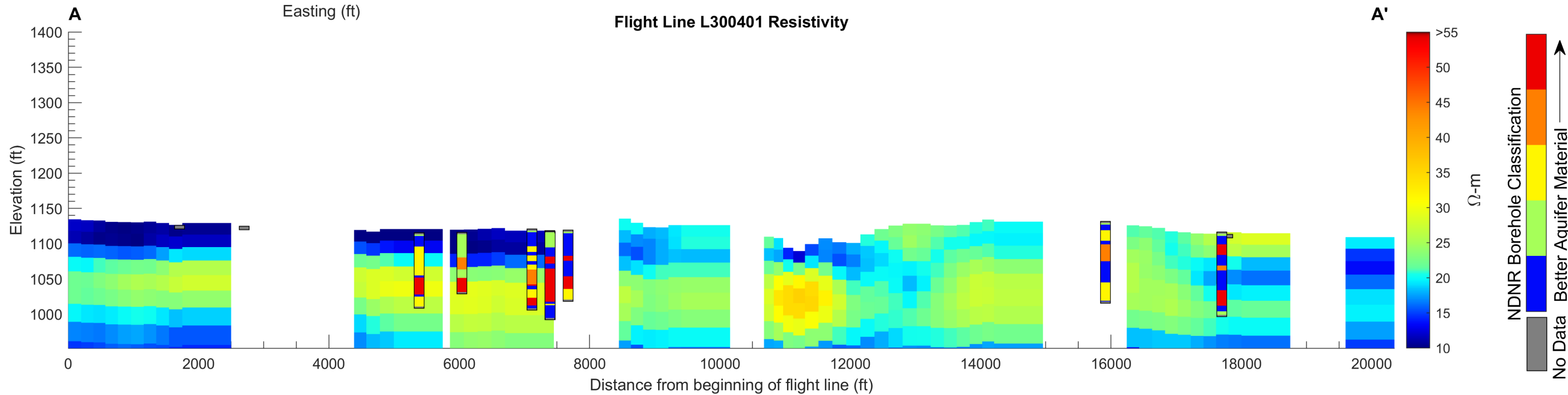


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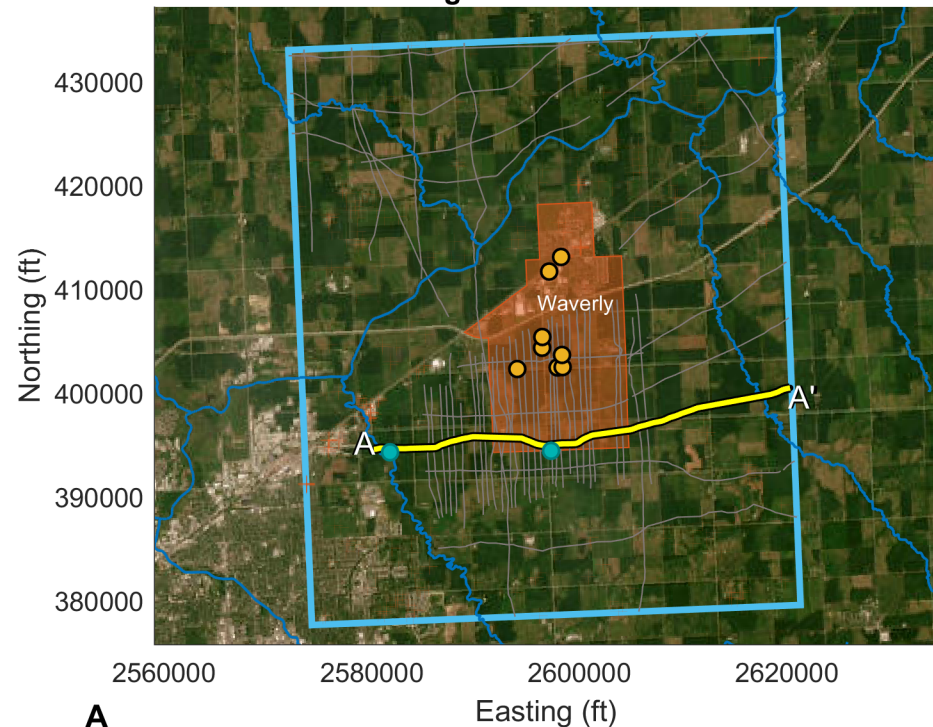
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- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

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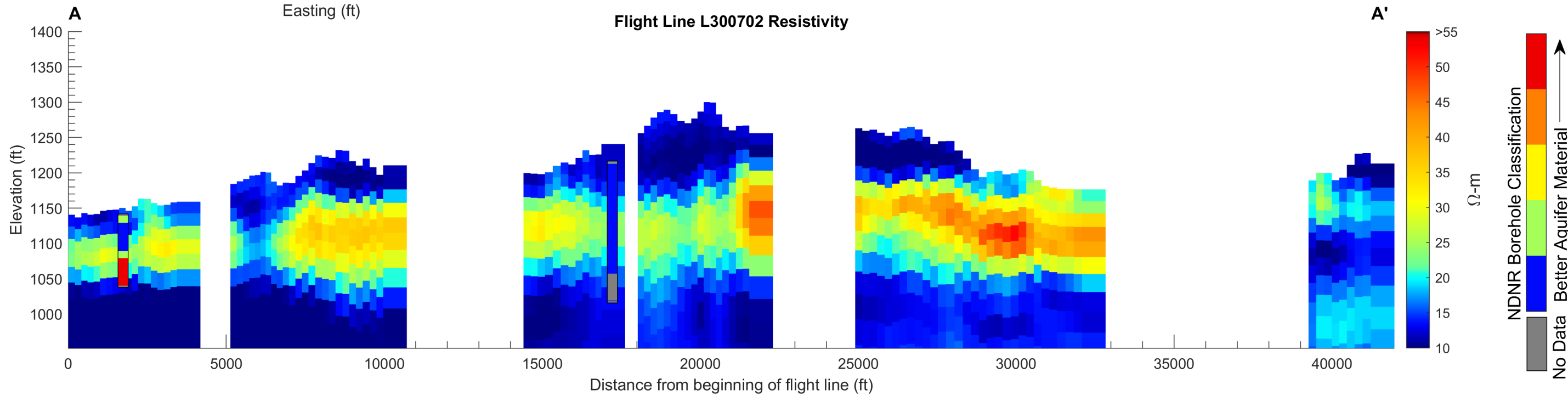
NDNR Borehole Classification
 No Data Better Aquifer Material ↑

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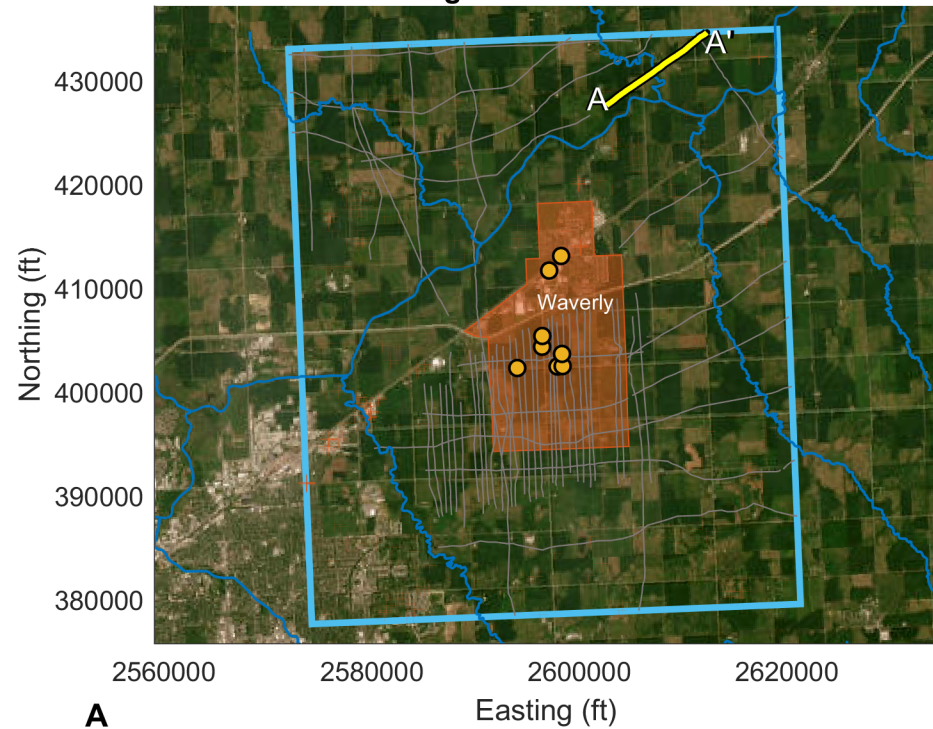


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- Study Area
- Waverly City Limits

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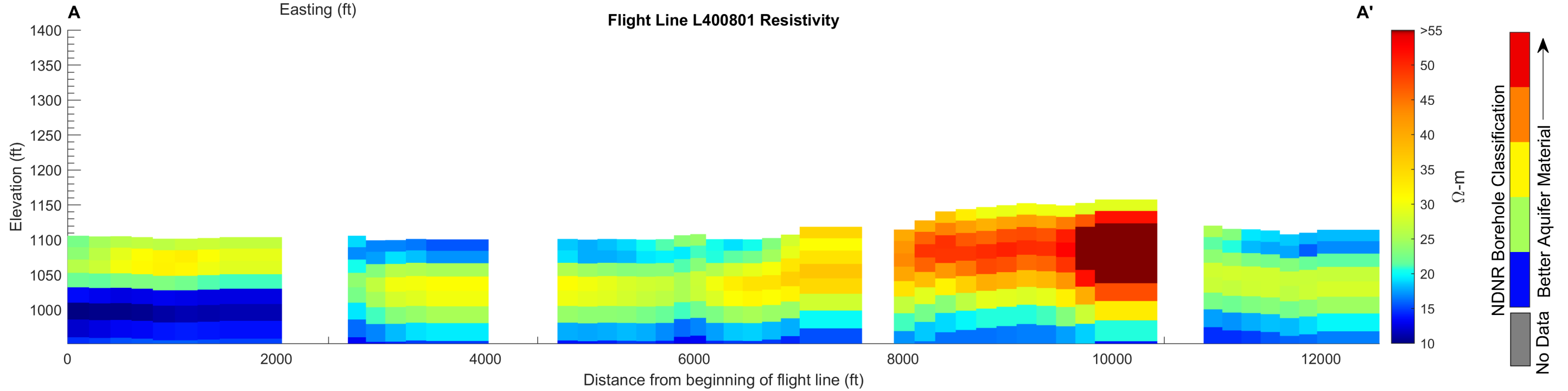


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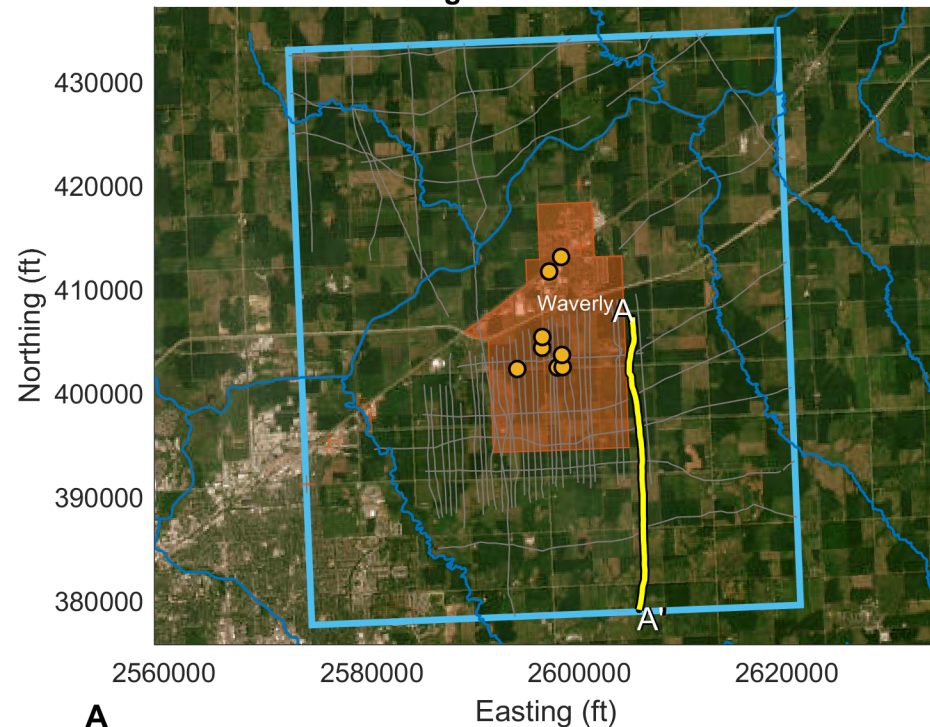


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- Flight Lines
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- Study Area
- Waverly City Limits

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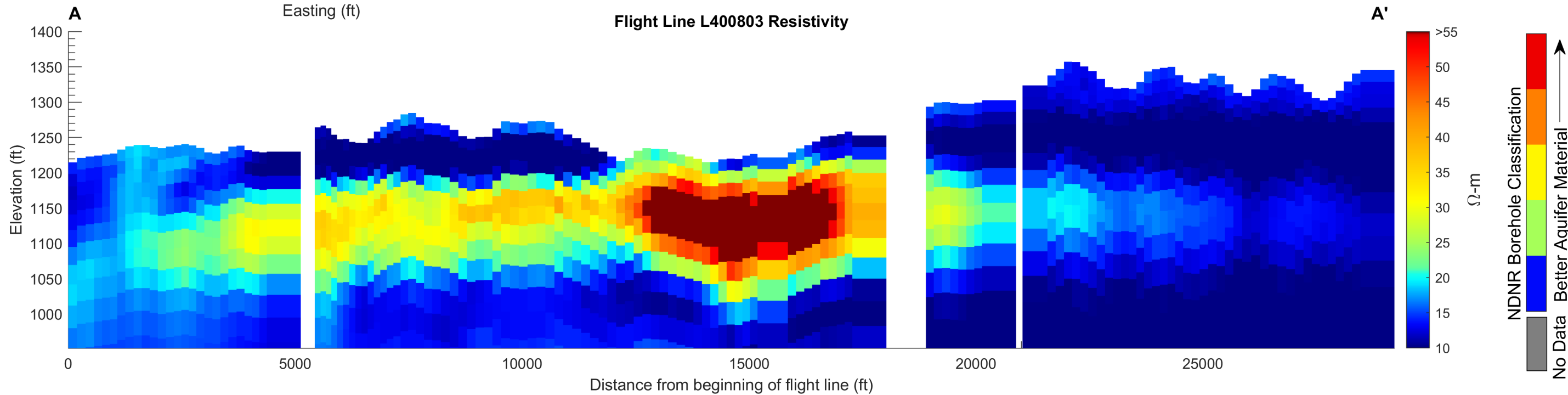


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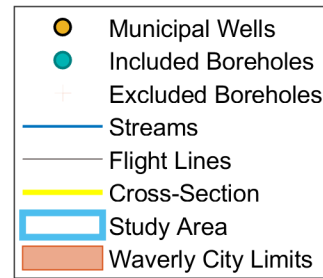
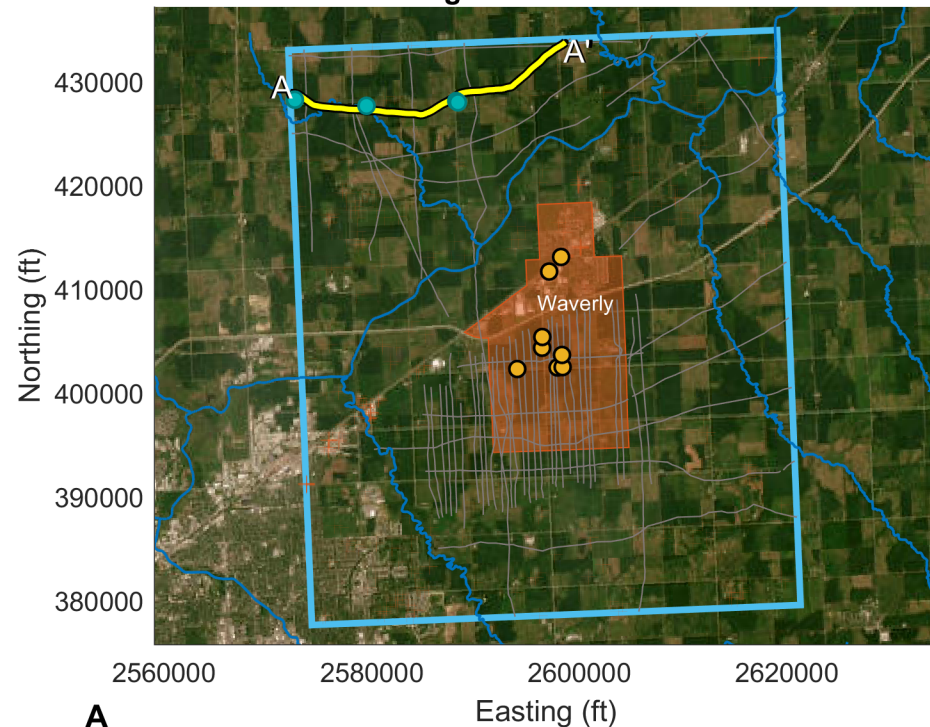


- Municipal Wells
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- Streams
- Flight Lines
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- Study Area
- Waverly City Limits

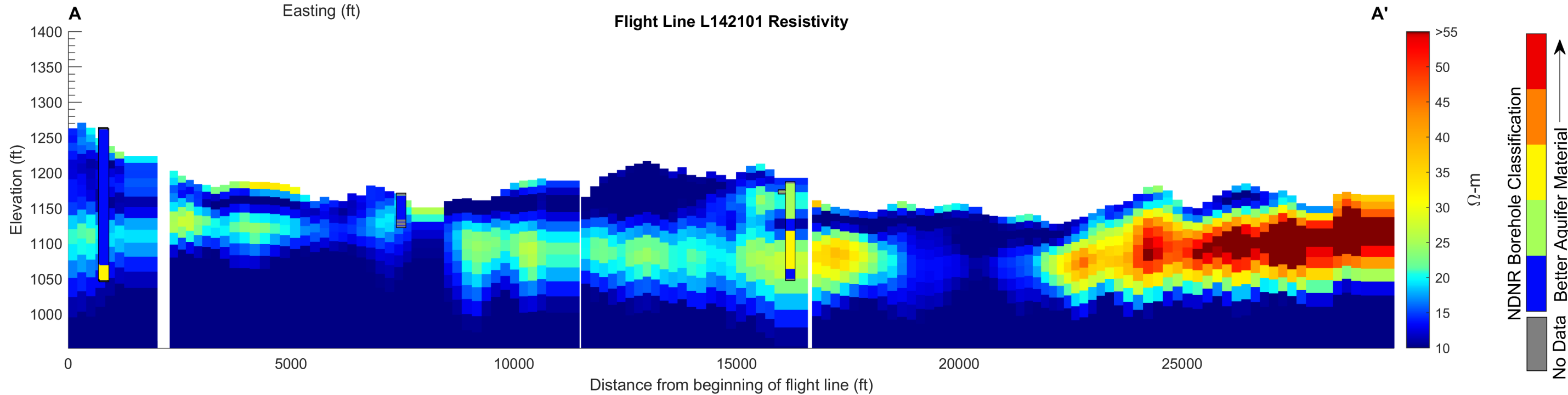
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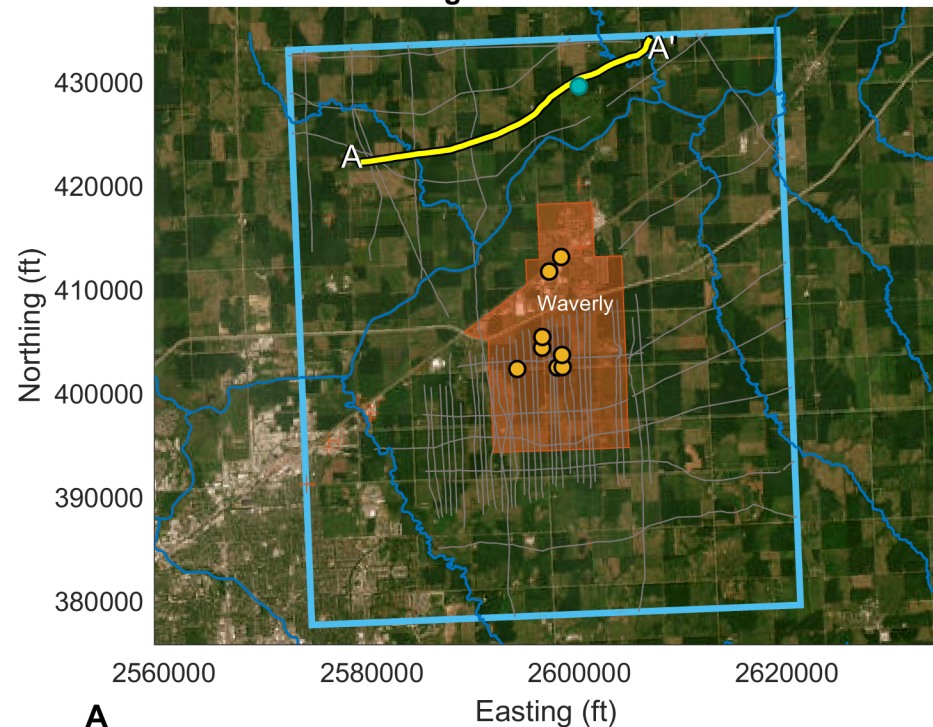
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Flight Line L142101 Resistivity

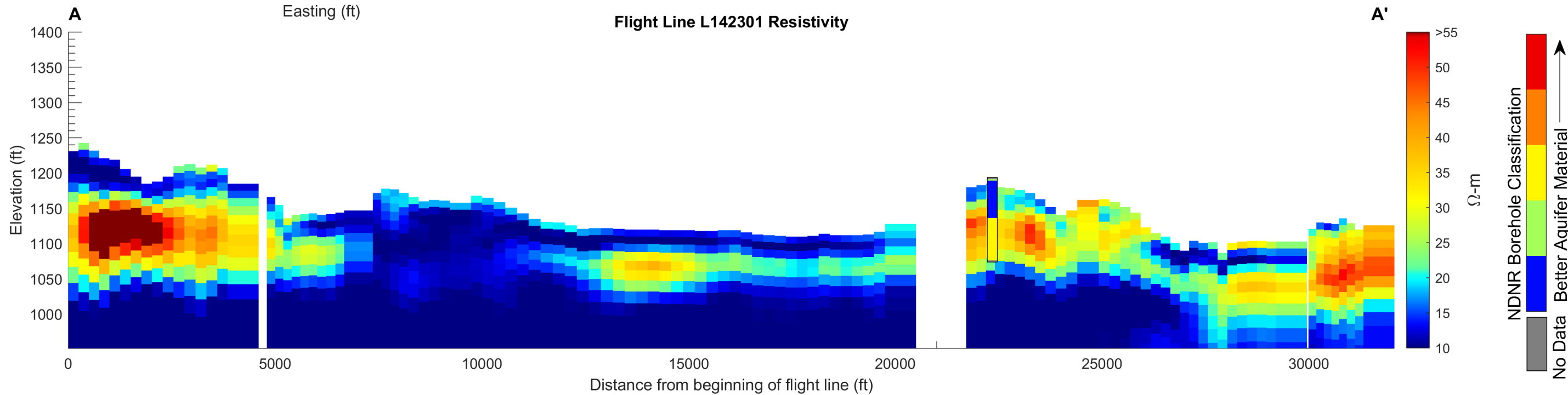


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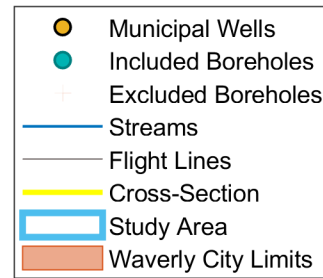
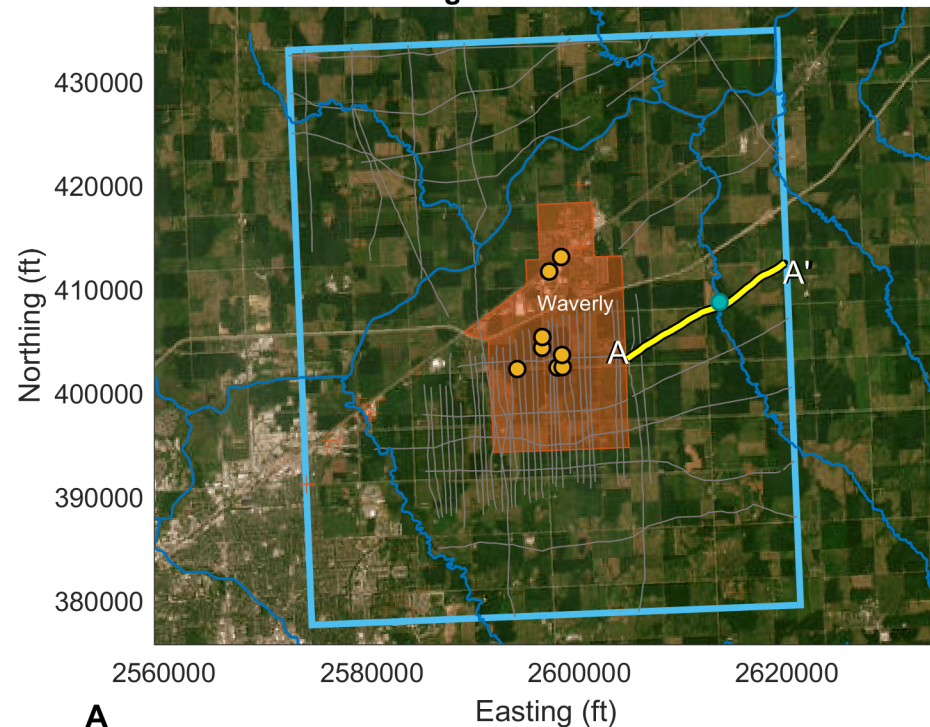
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- Study Area
- Waverly City Limits

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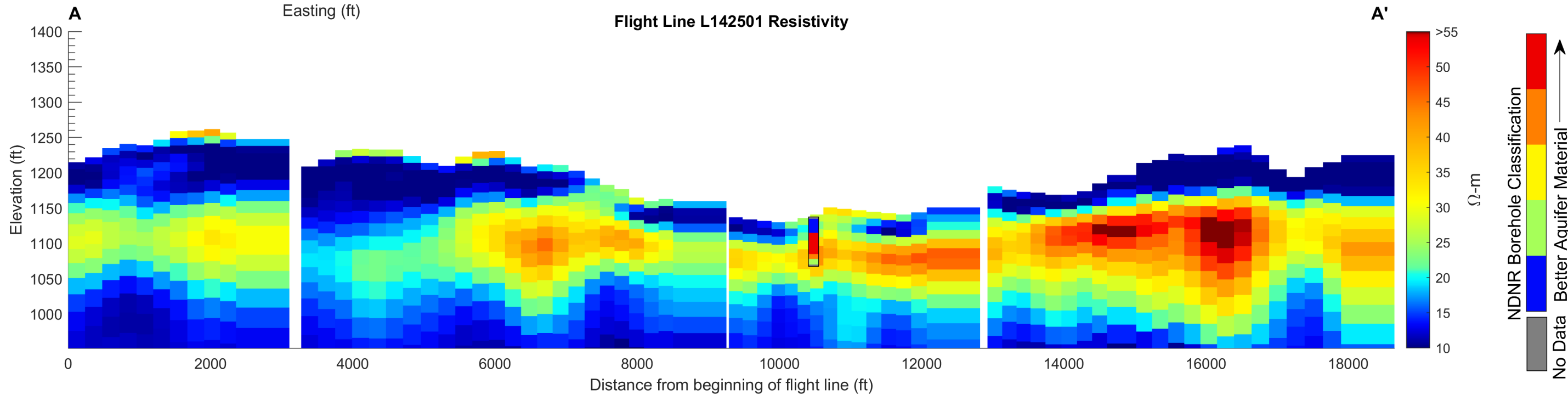


NDNr Borehole Classification
█ >55
█ 45
█ 30
█ 25
█ 15
 No Data

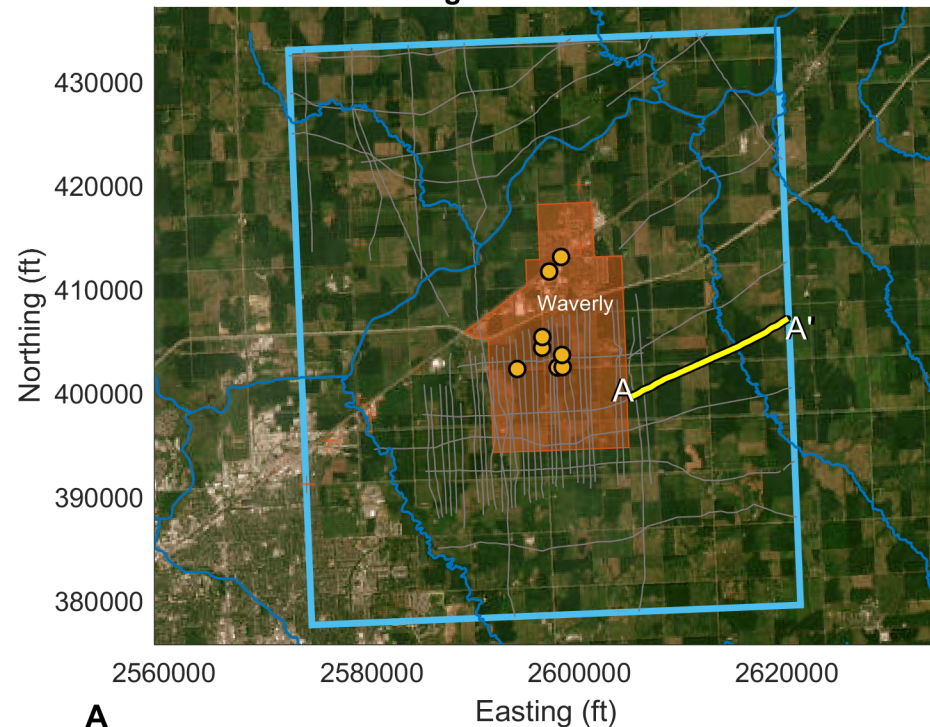
Flight Line L142501



Flight Line L142501 Resistivity

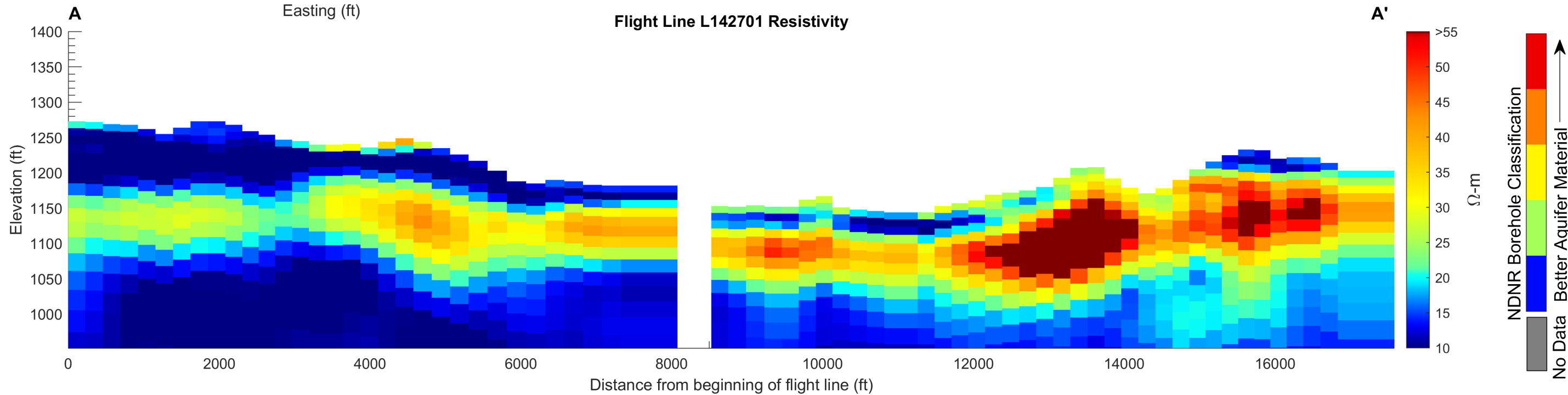


Flight Line L142701

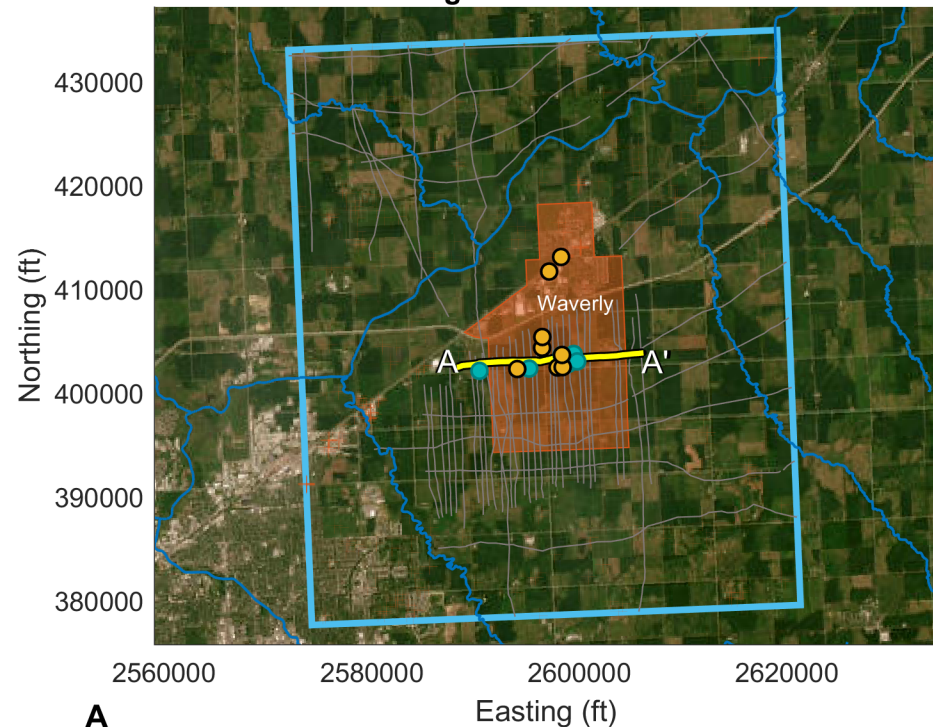


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L142701 Resistivity

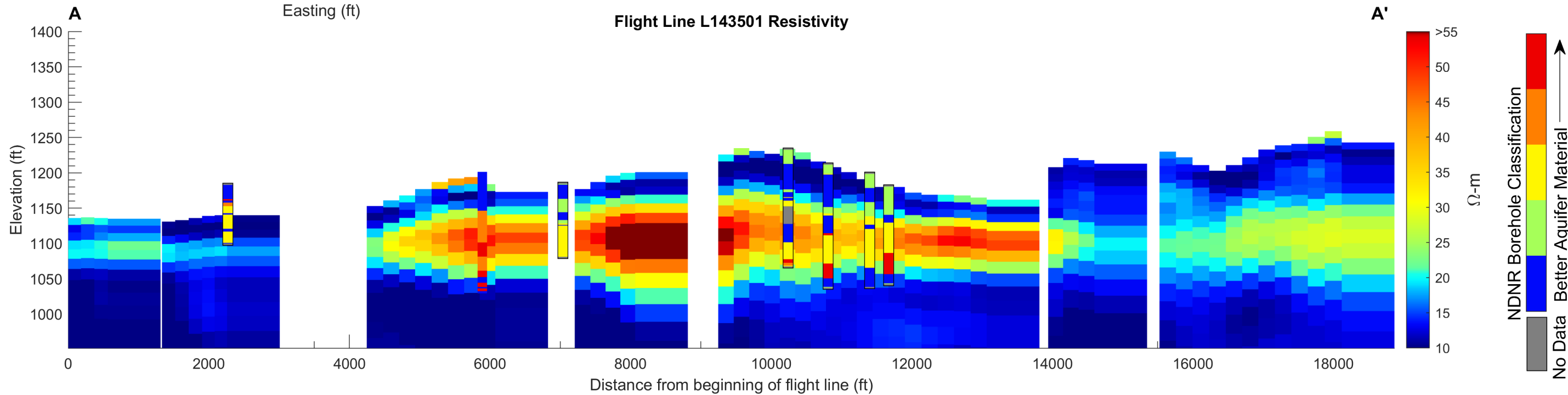


Flight Line L143501



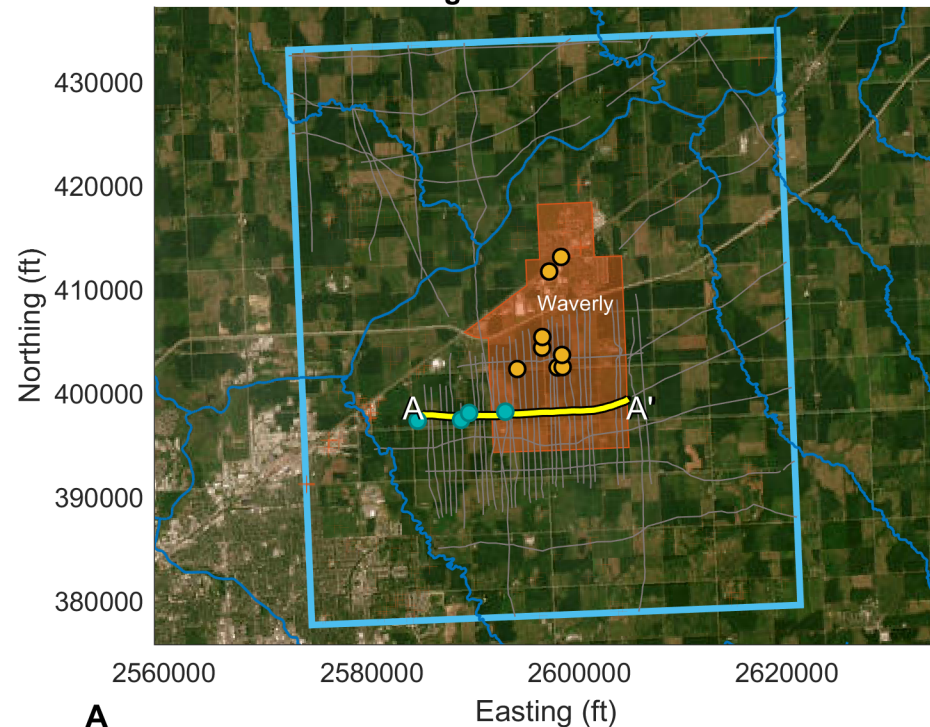
- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L143501 Resistivity



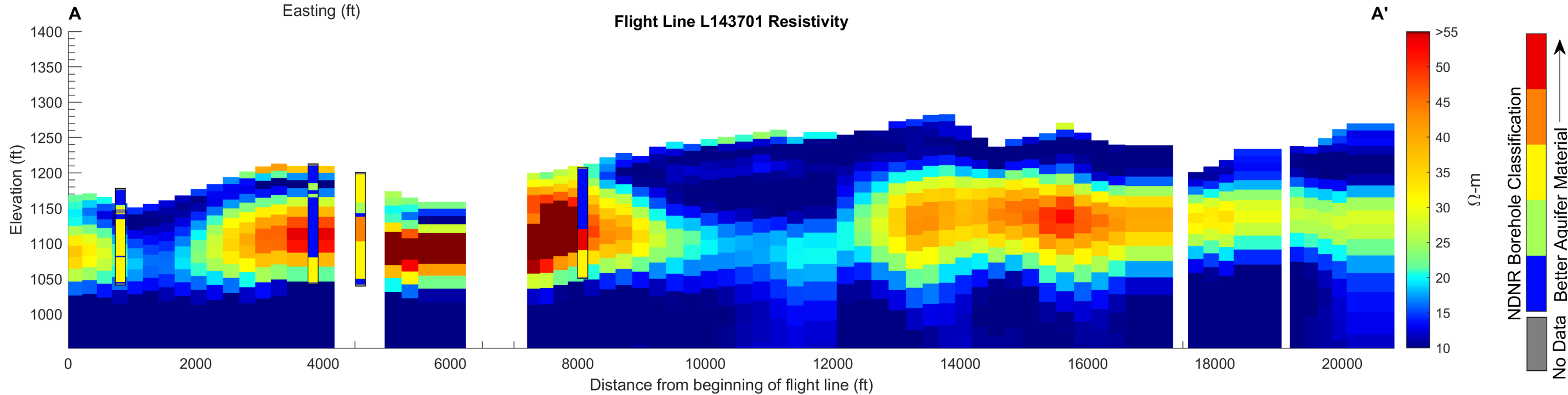
- NDNR Borehole Classification
 Better Aquifer Material
 Better Aquifer Material
 Better Aquifer Material
 Better Aquifer Material
 Better Aquifer Material
 No Data

Flight Line L143701

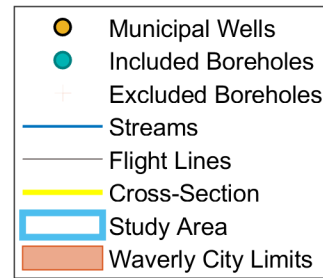
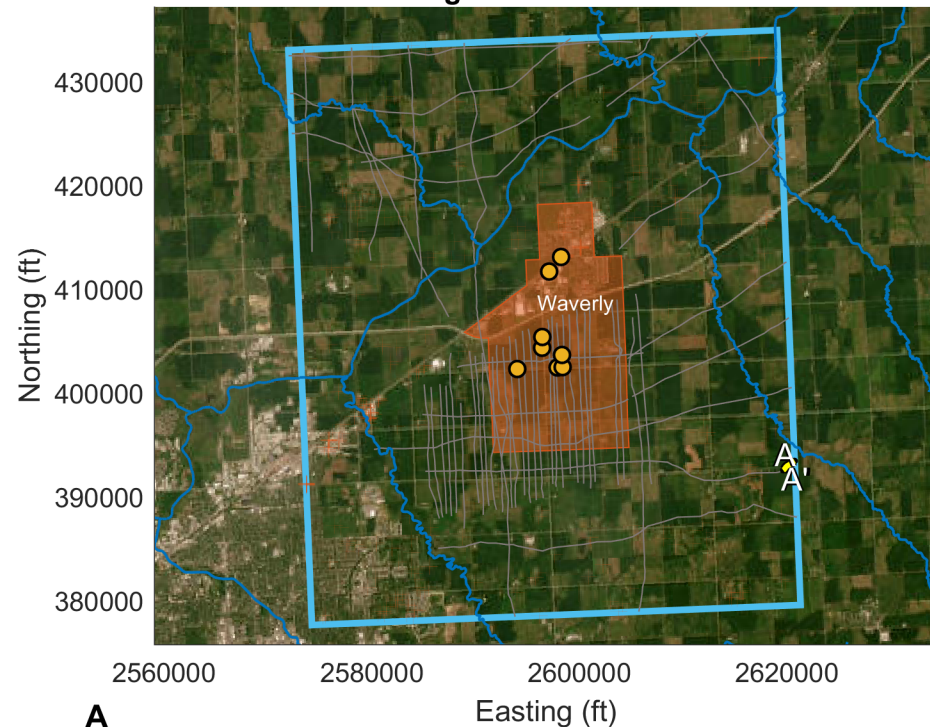


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

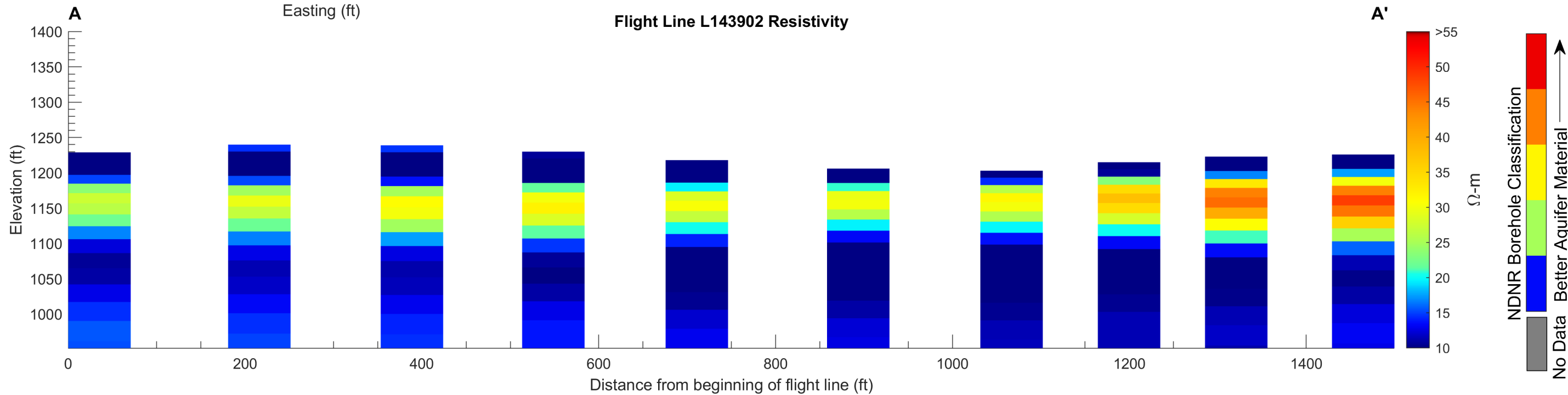
Flight Line L143701 Resistivity



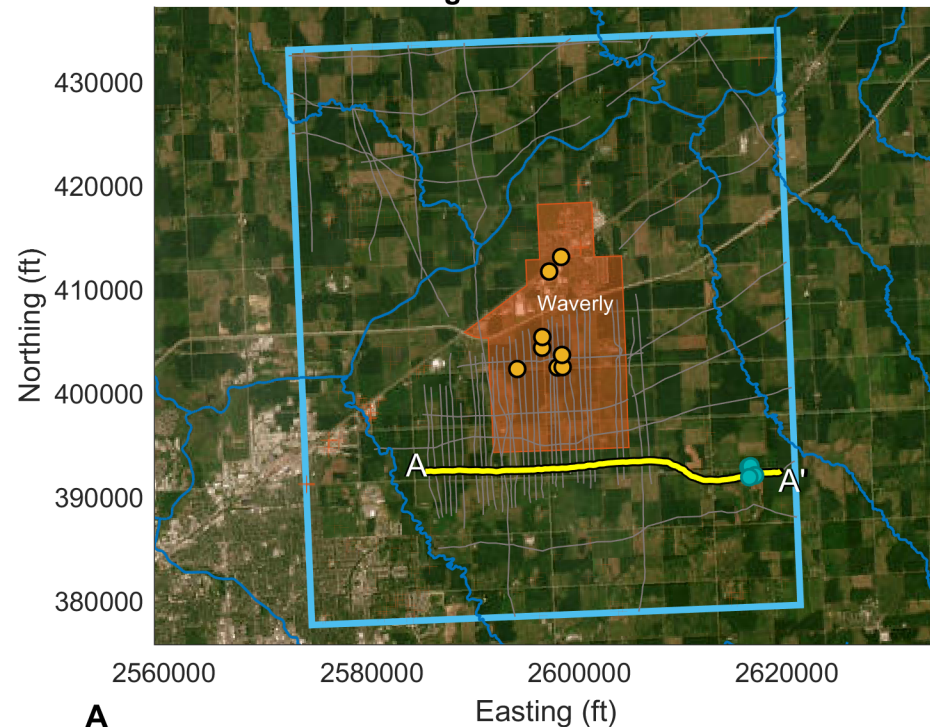
Flight Line L143902



Flight Line L143902 Resistivity

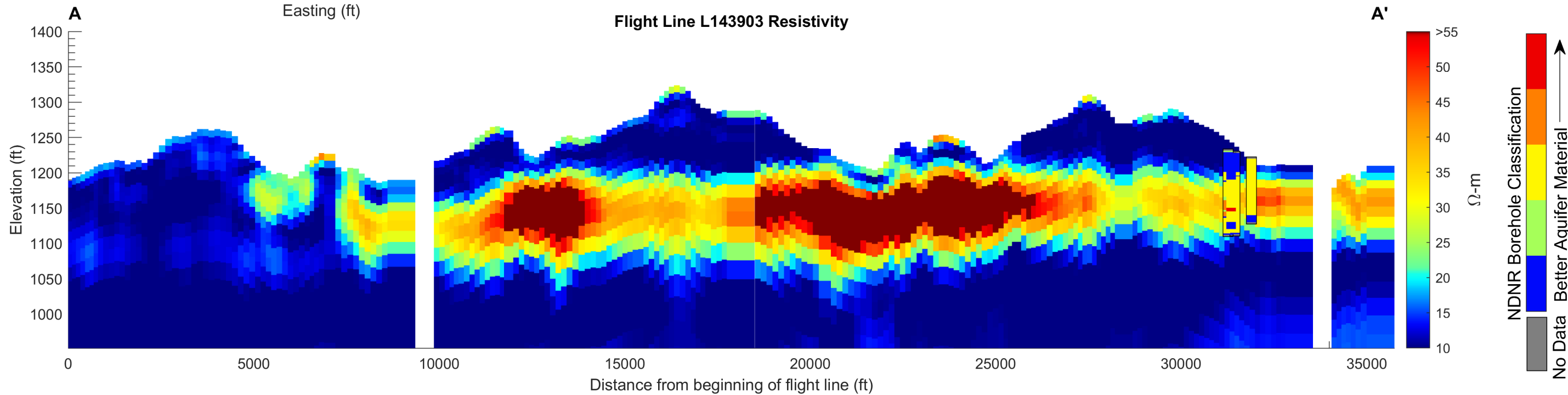


Flight Line L143903

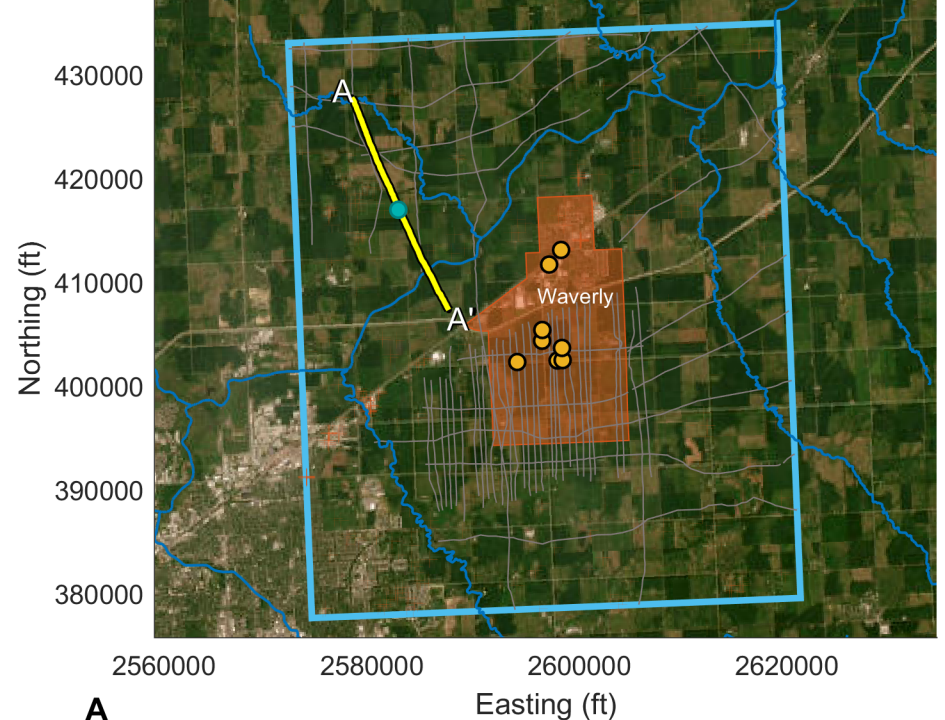


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L143903 Resistivity

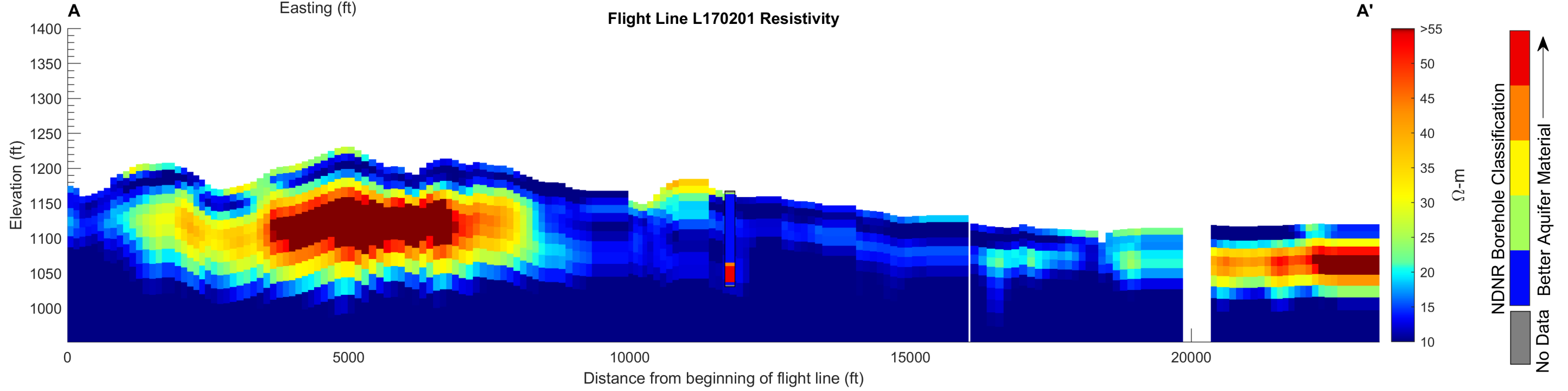


Flight Line L170201

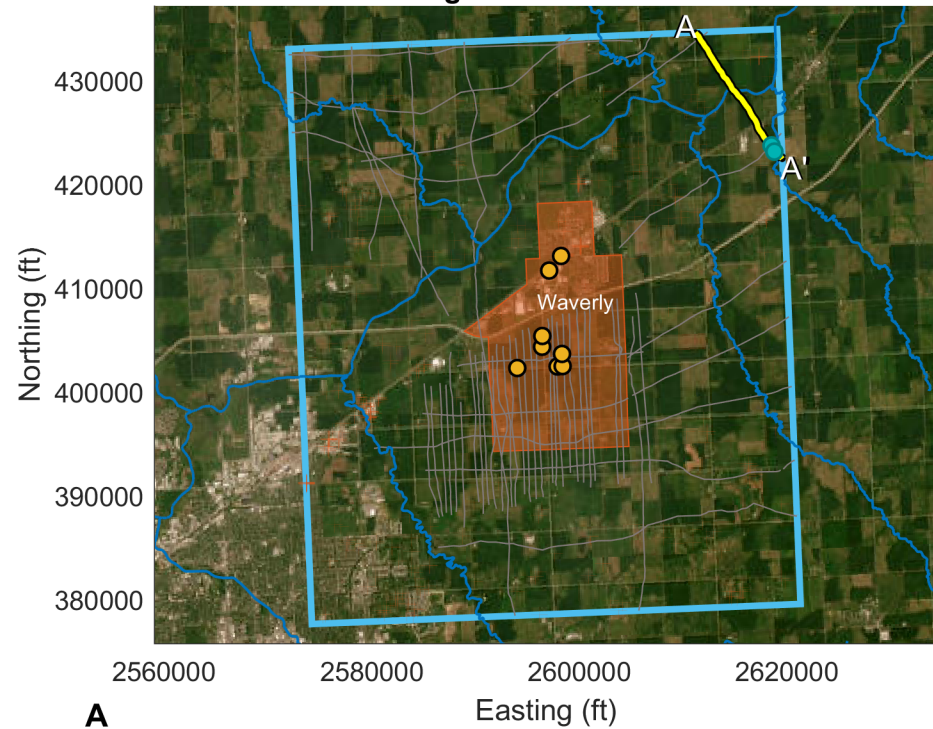


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L170201 Resistivity

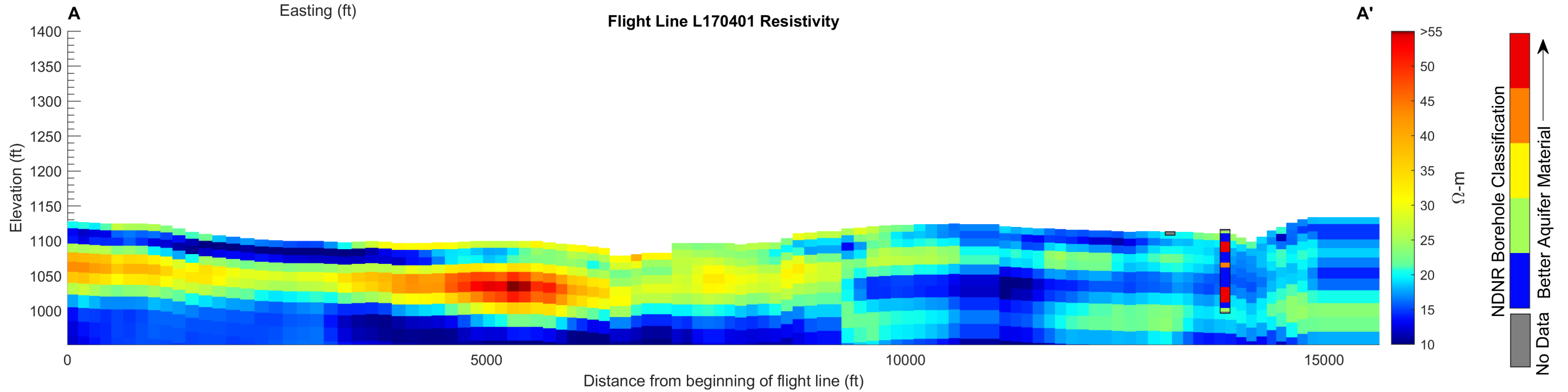


Flight Line L170401

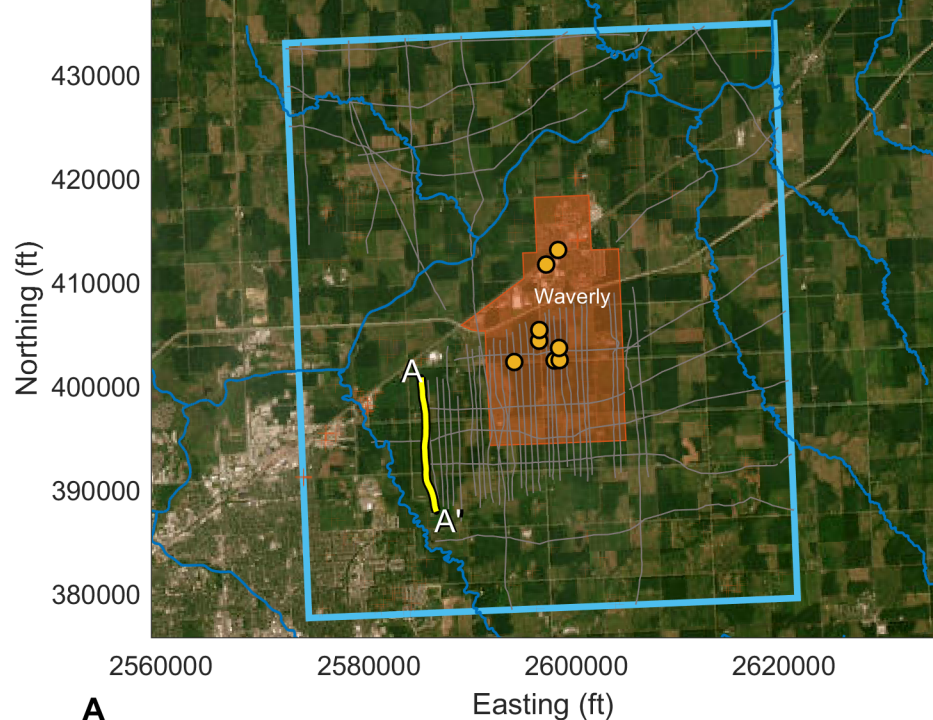


- Municipal Wells
- Included Boreholes
- ⊕ Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- ▭ Study Area
- ▭ Waverly City Limits

Flight Line L170401 Resistivity

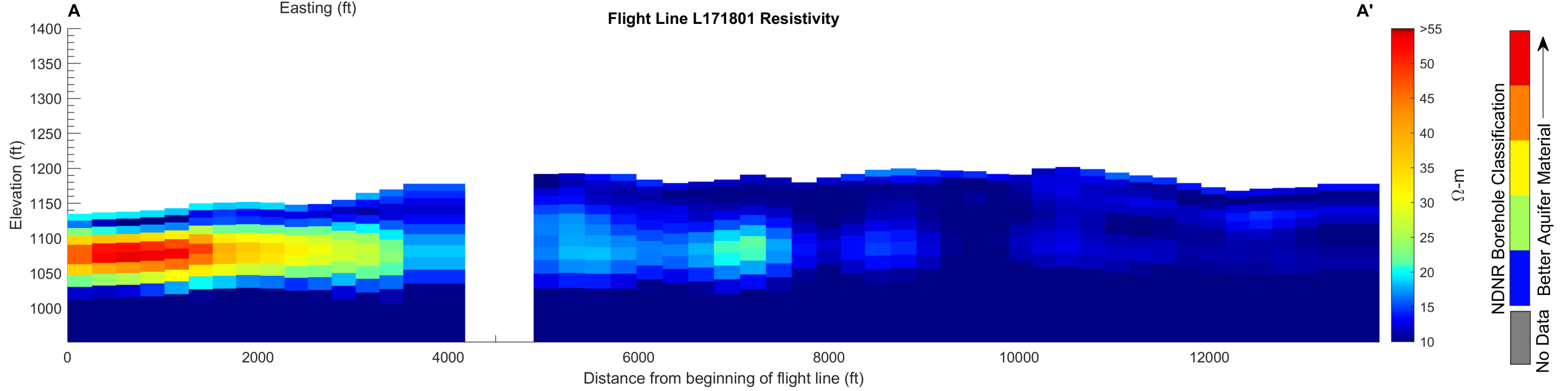


Flight Line L171801

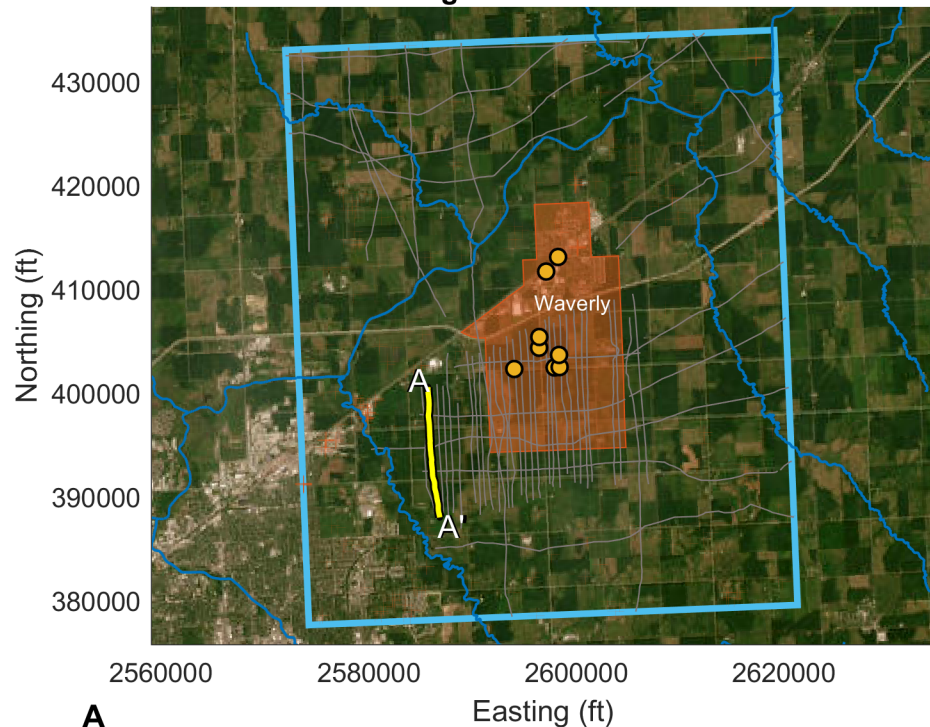


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L171801 Resistivity

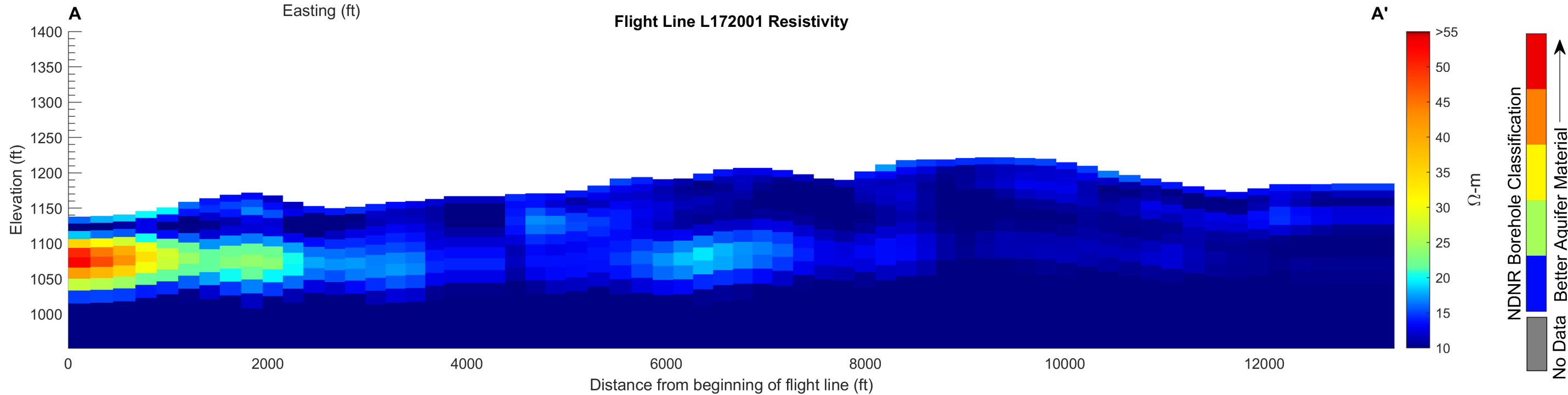


Flight Line L172001

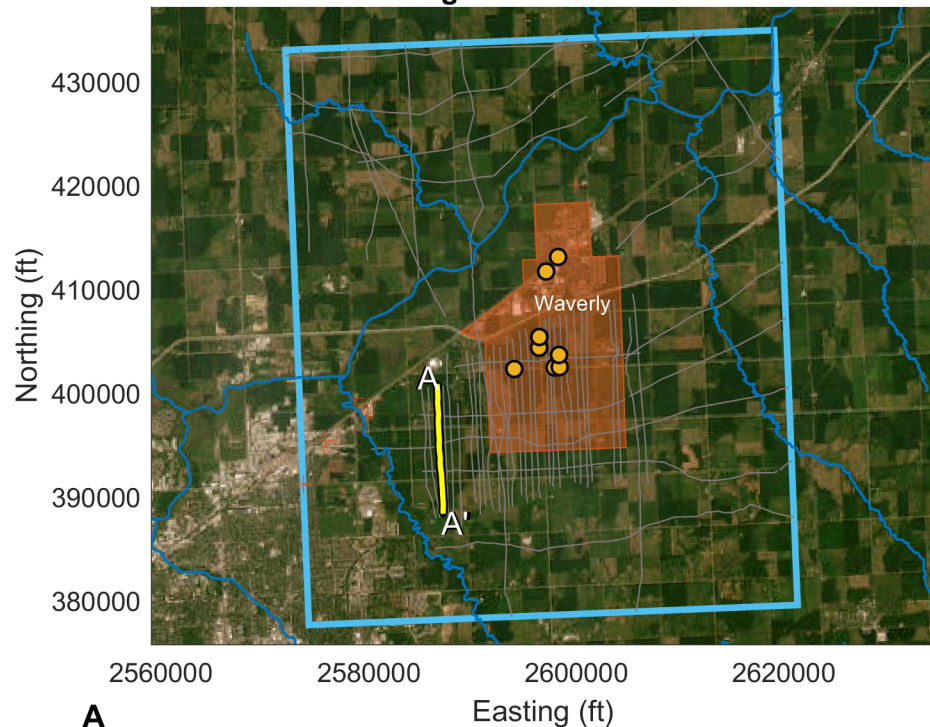


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L172001 Resistivity

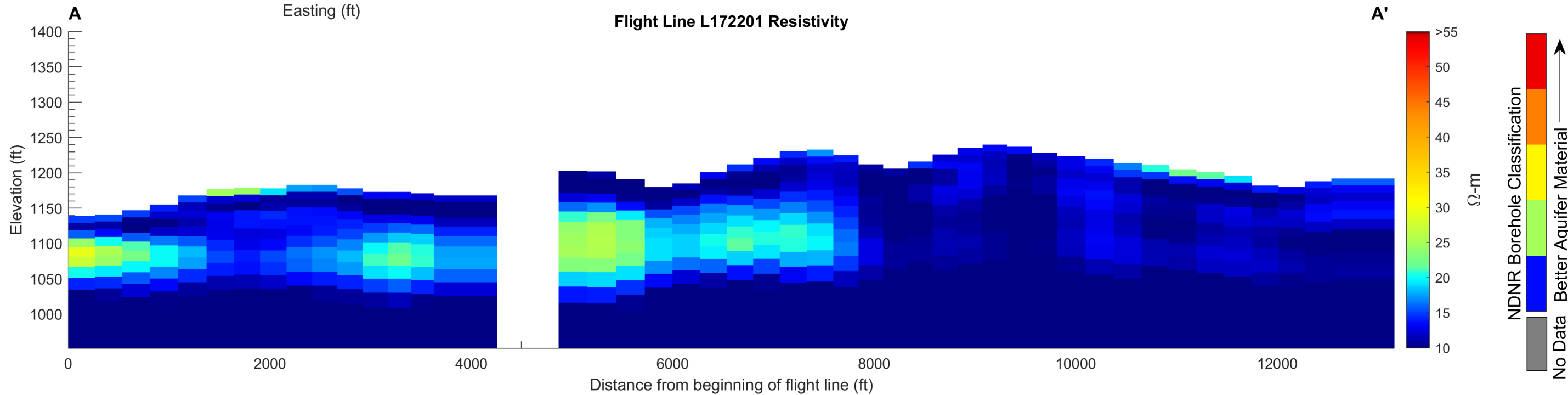


Flight Line L172201

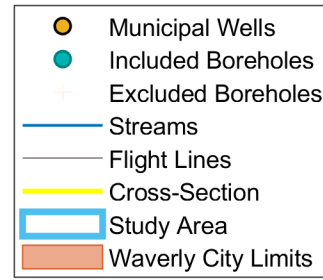
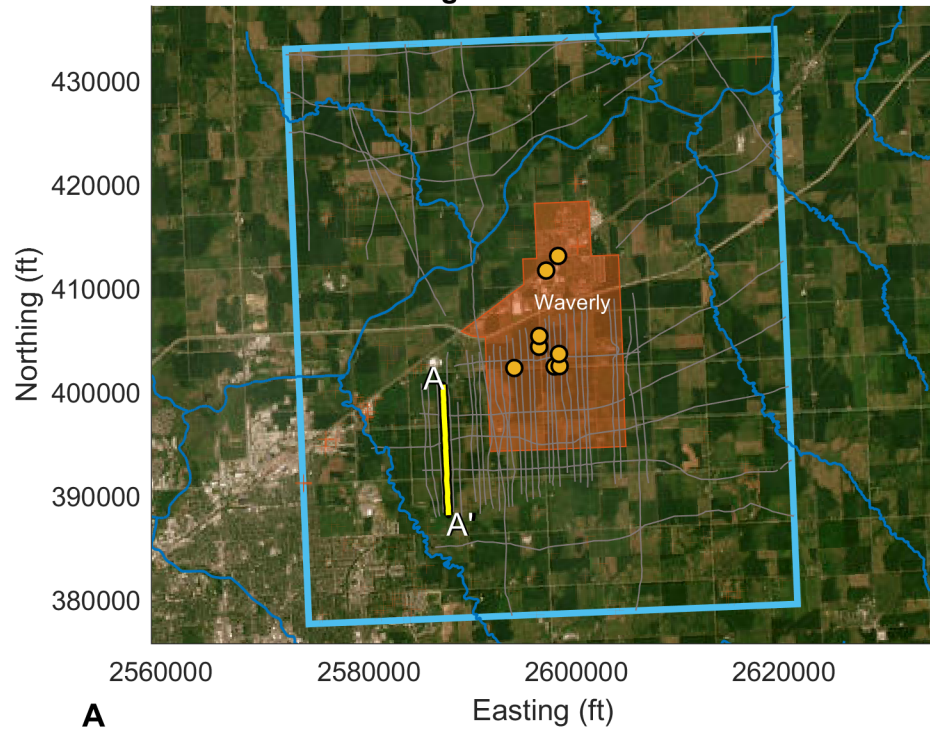


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

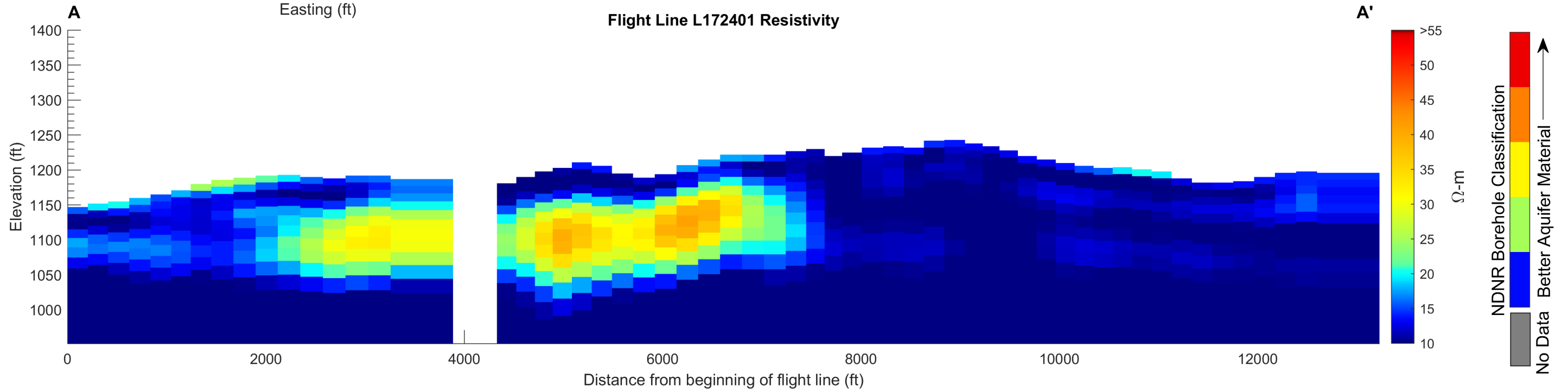
Flight Line L172201 Resistivity



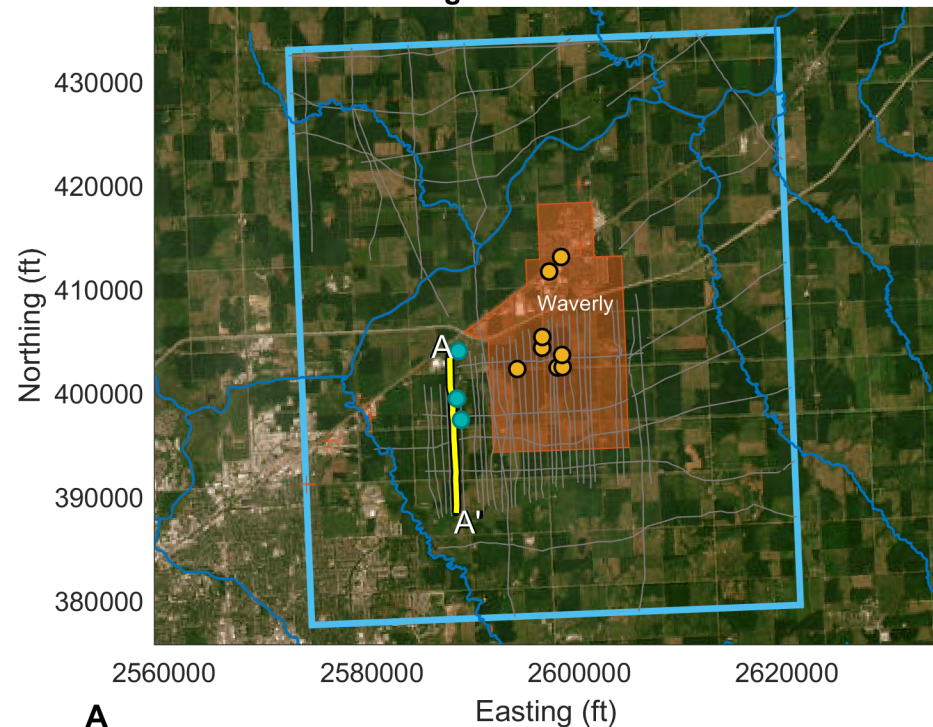
Flight Line L172401



Flight Line L172401 Resistivity

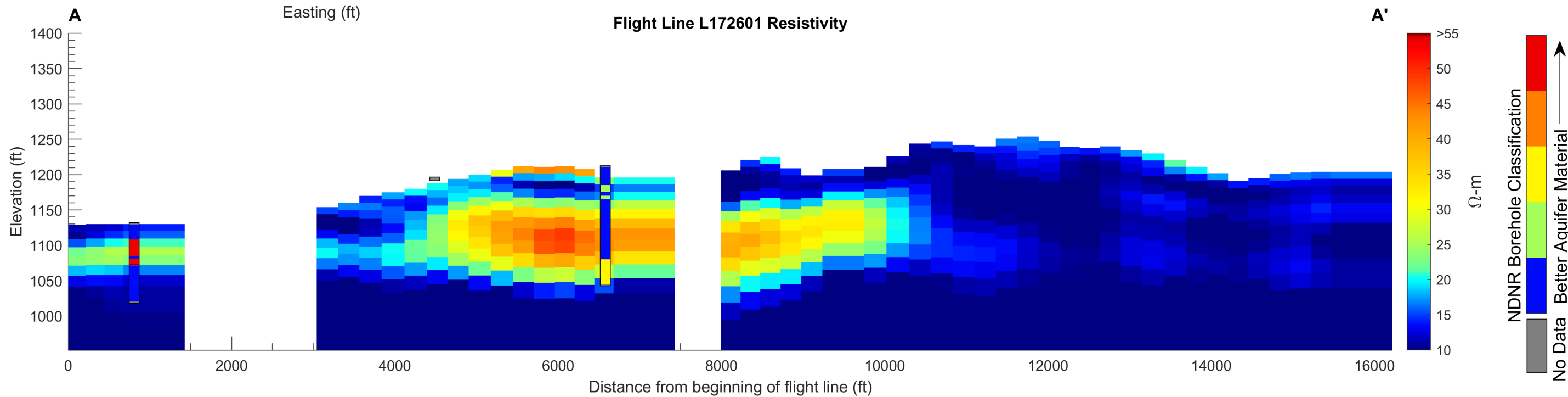


Flight Line L172601



- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

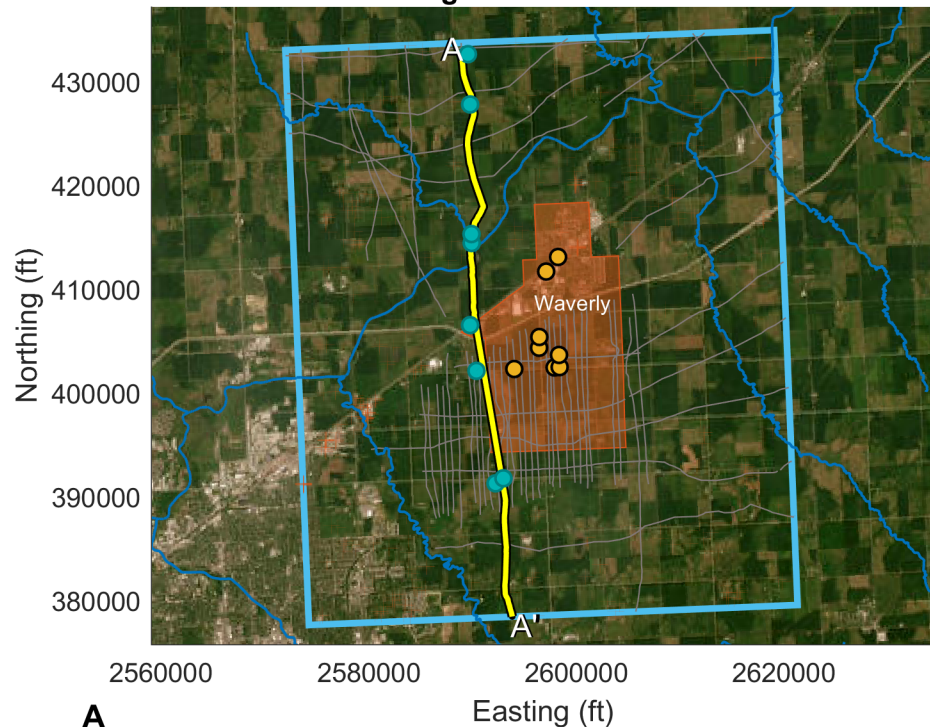
Flight Line L172601 Resistivity



NDNR Borehole Classification

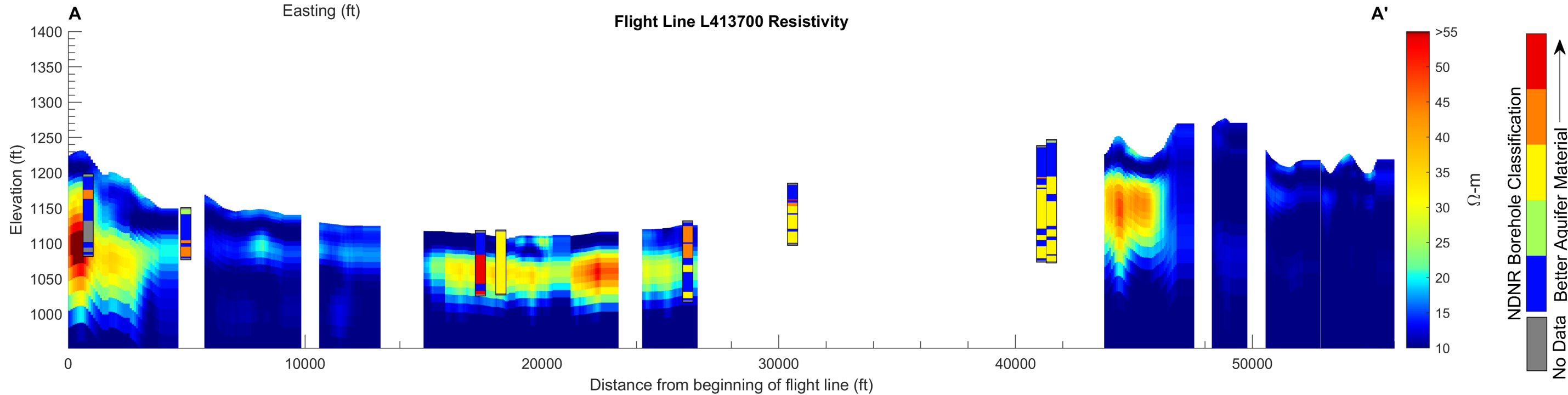
↑
No Data Better Aquifer Material

Flight Line L413700



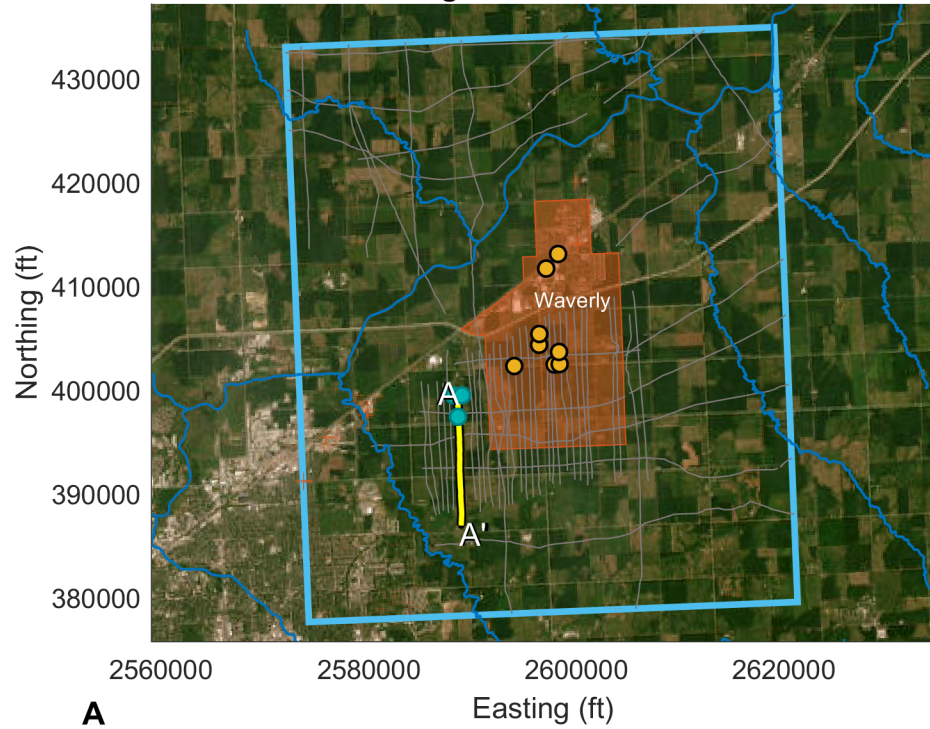
- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L413700 Resistivity



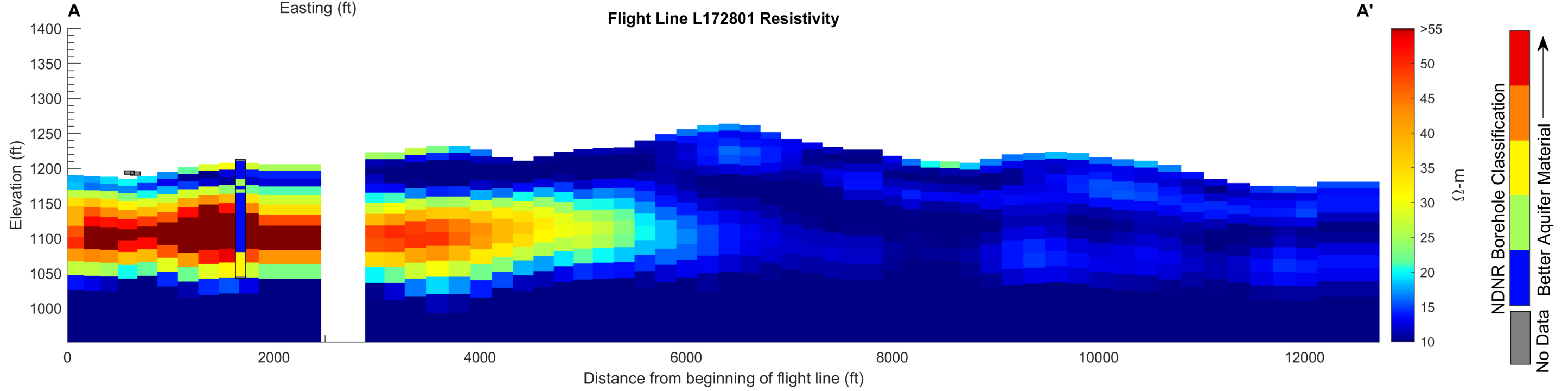
NDNR Borehole Classification
 No Data Better Aquifer Material

Flight Line L172801

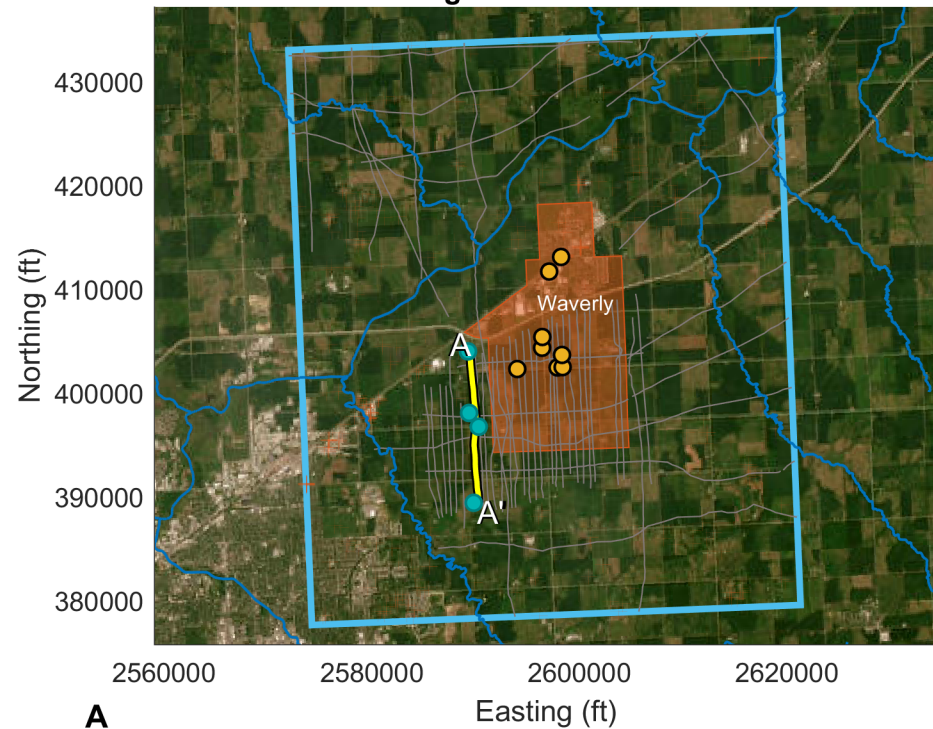


- Municipal Wells
- Included Boreholes
- ⊕ Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- ▭ Study Area
- ▭ Waverly City Limits

Flight Line L172801 Resistivity

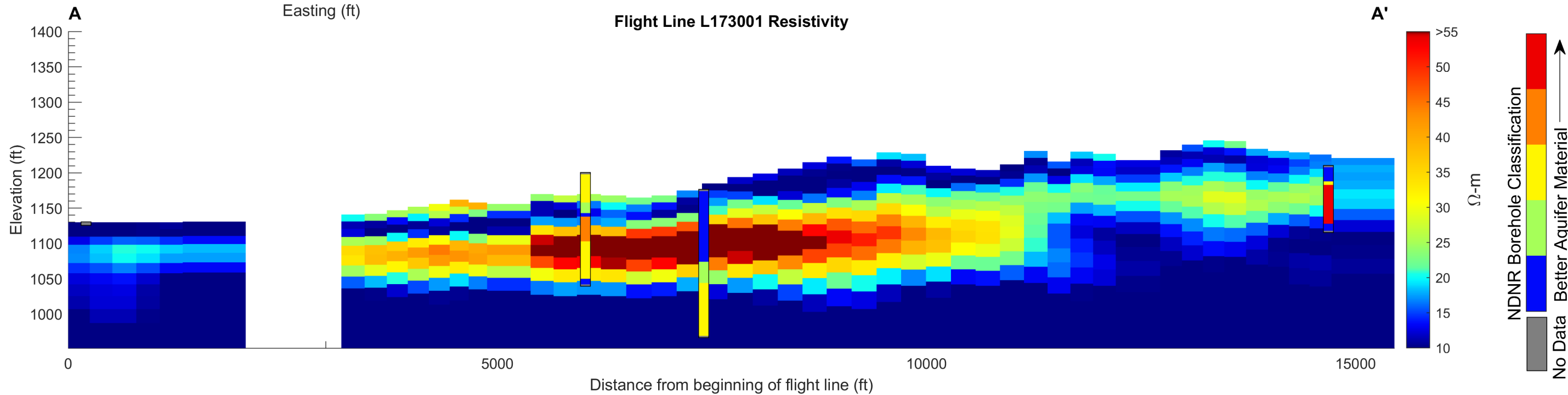


Flight Line L173001

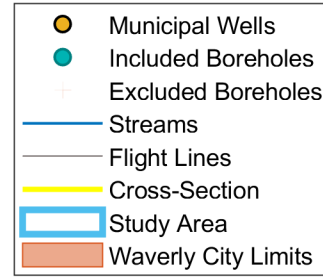
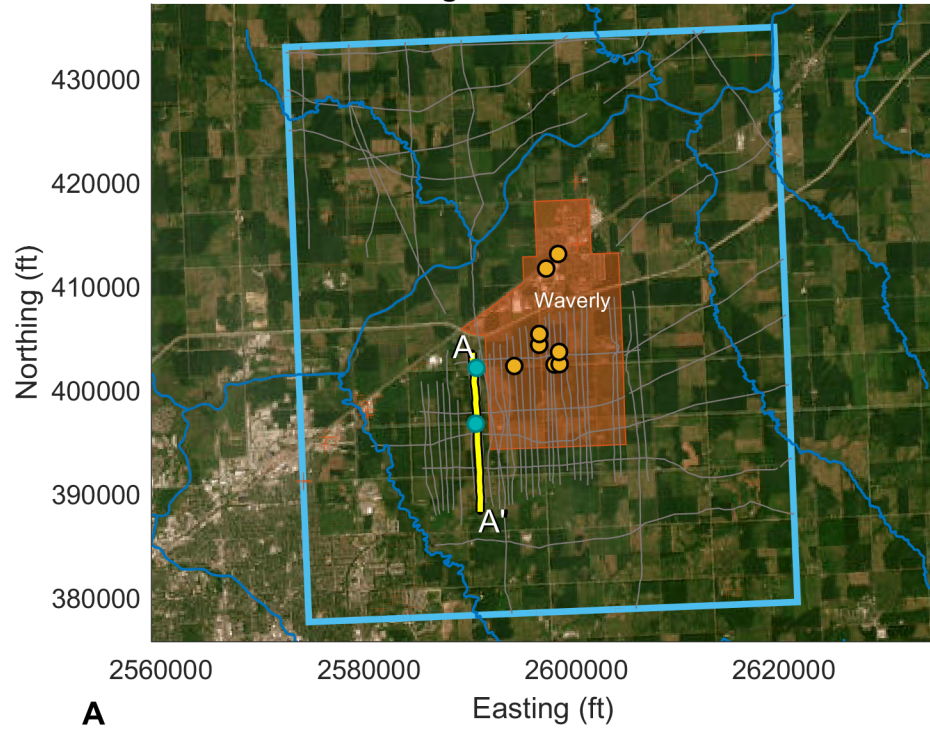


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

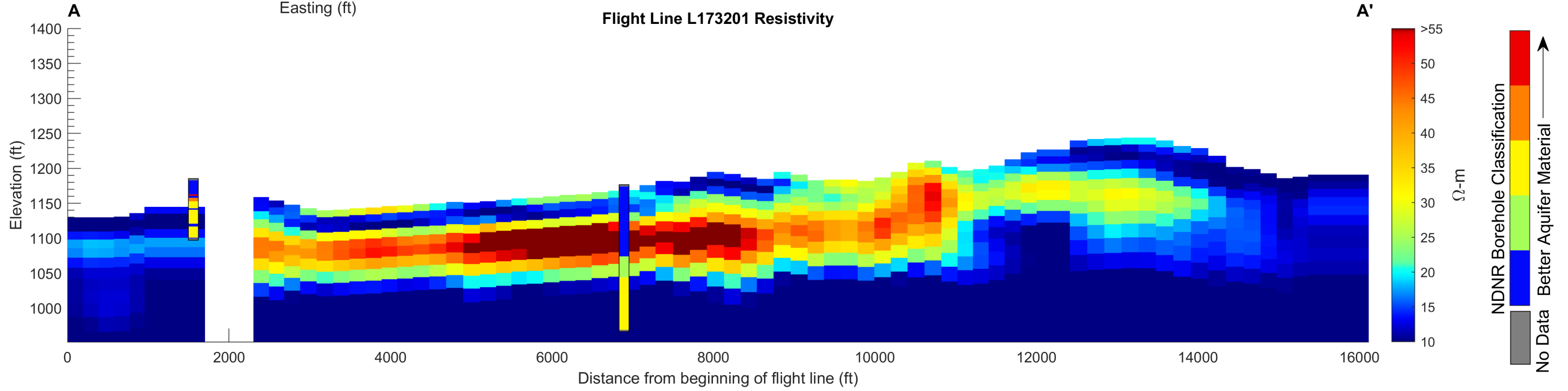
Flight Line L173001 Resistivity



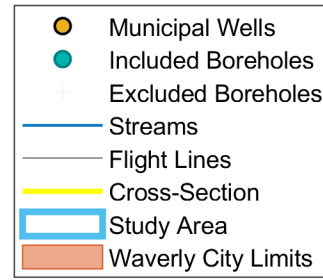
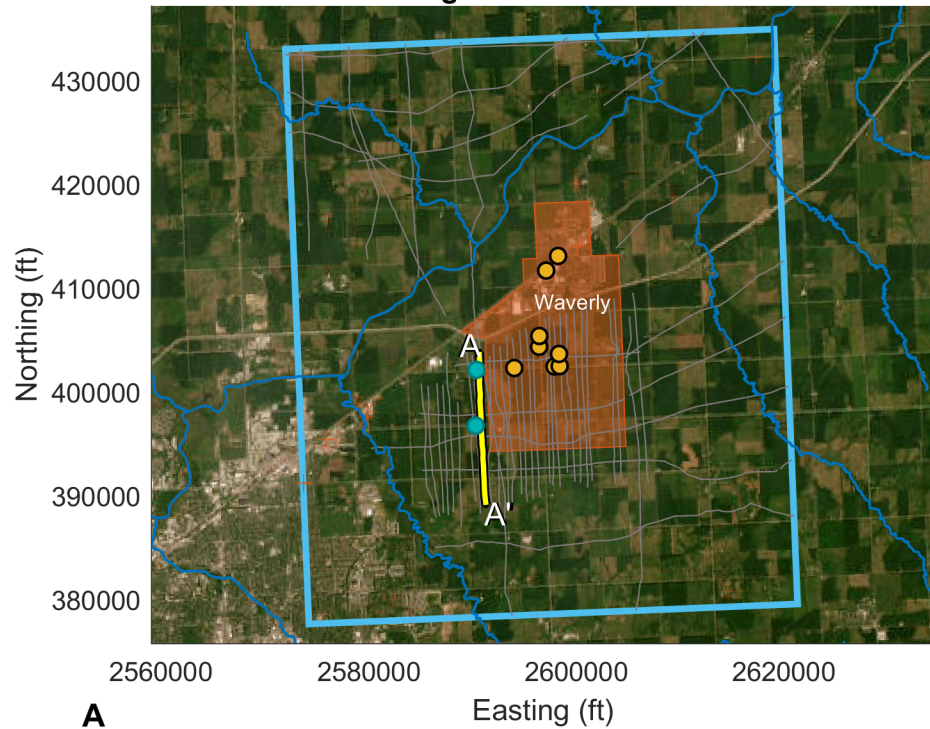
Flight Line L173201



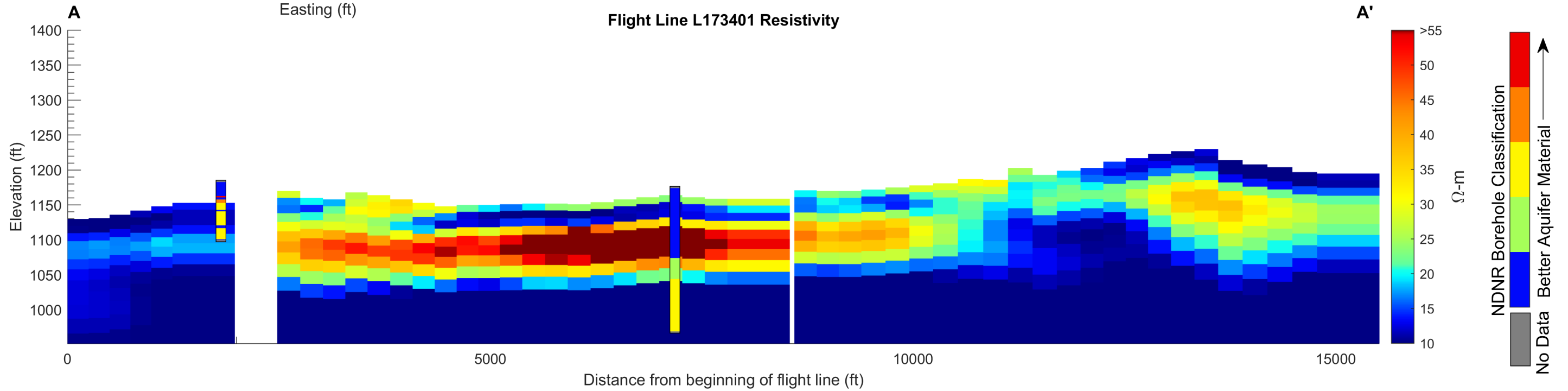
Flight Line L173201 Resistivity



Flight Line L173401

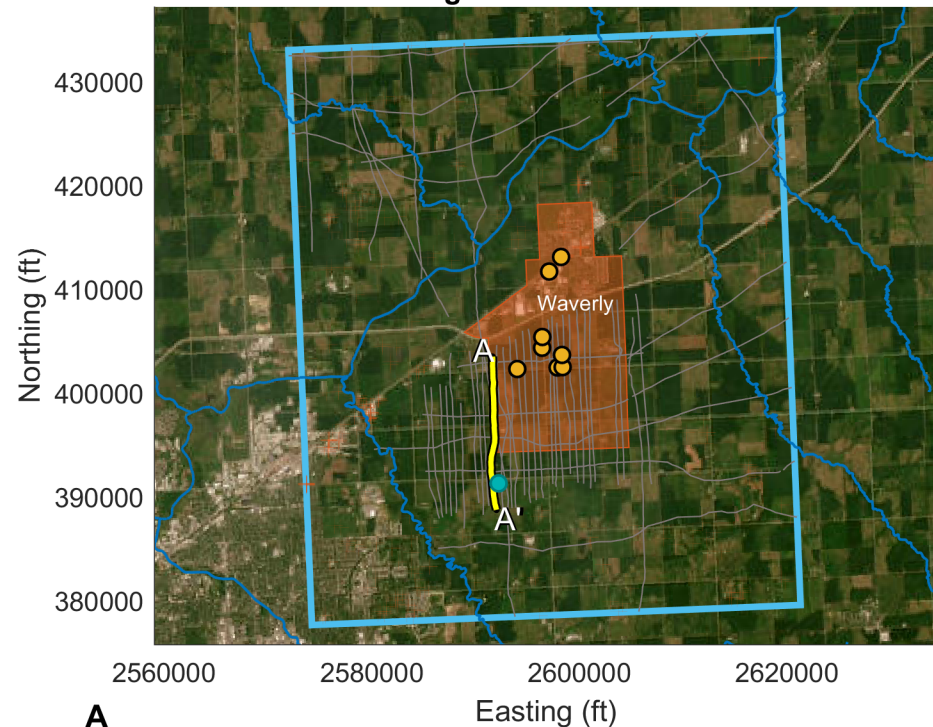


Flight Line L173401 Resistivity



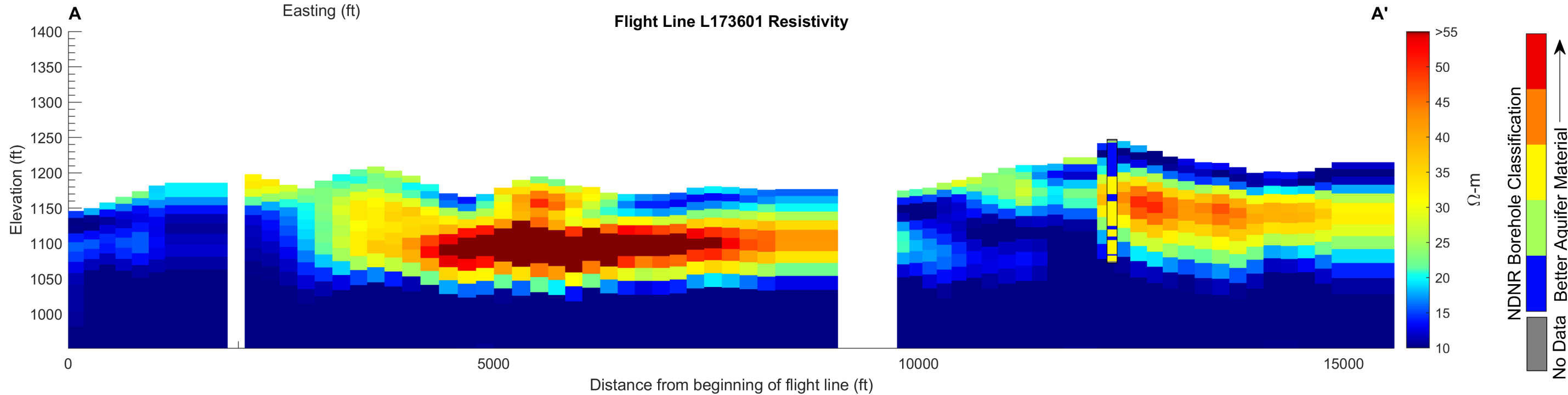
NDNR Borehole Classification
 No Data Better Aquifer Material

Flight Line L173601

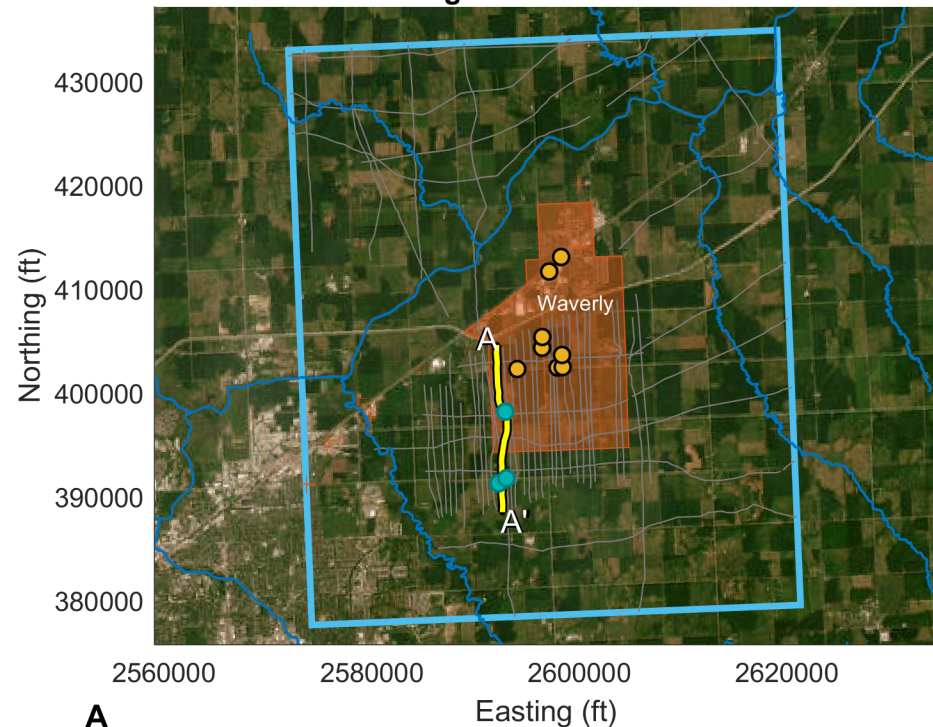


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L173601 Resistivity

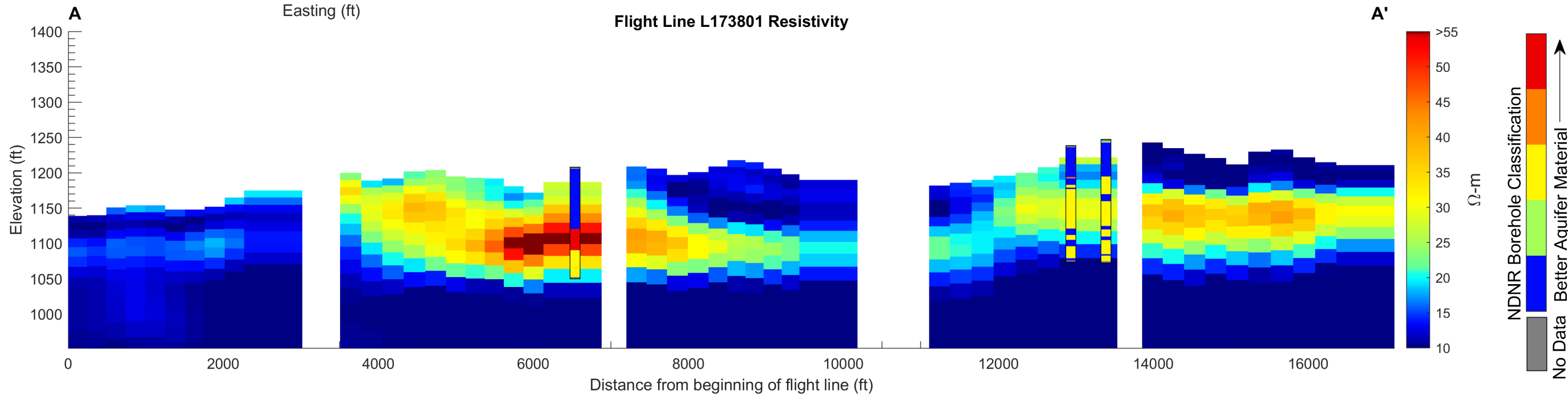


Flight Line L173801



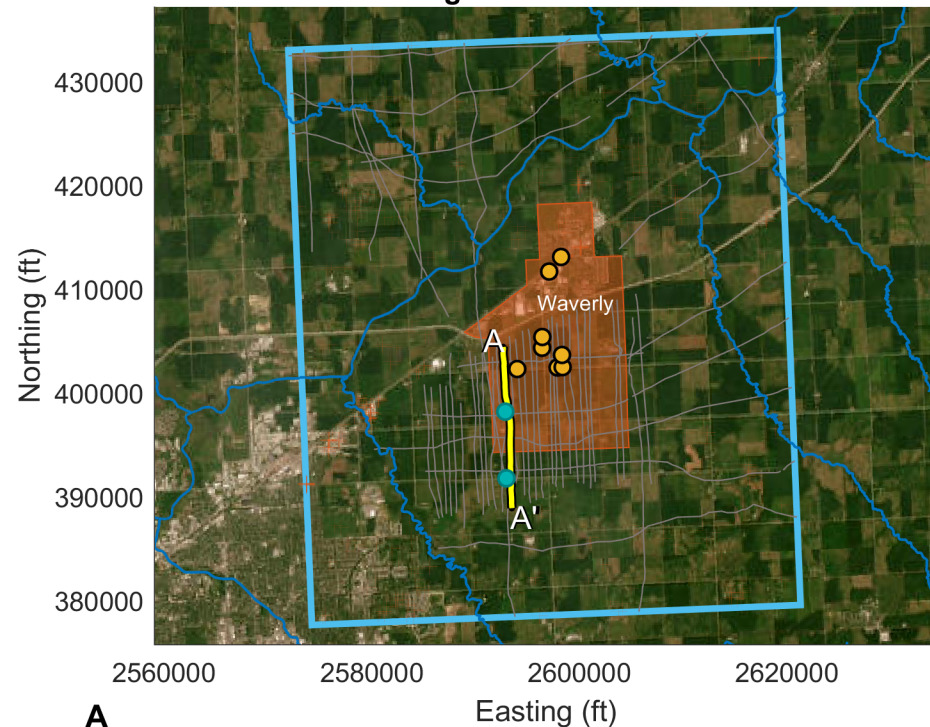
- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L173801 Resistivity



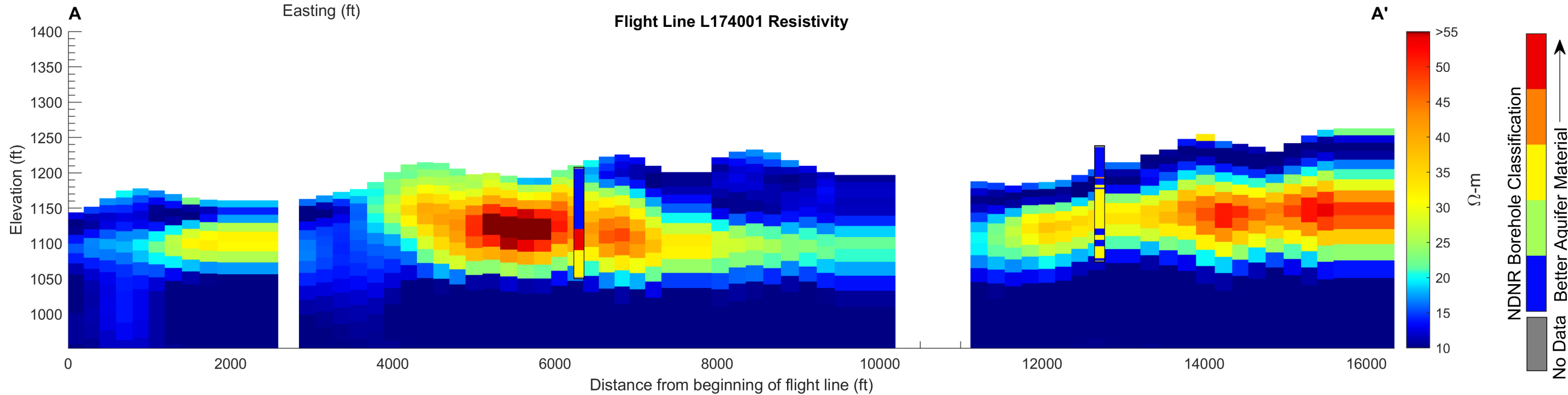
NDNR Borehole Classification
 No Data Better Aquifer Material ↑

Flight Line L174001



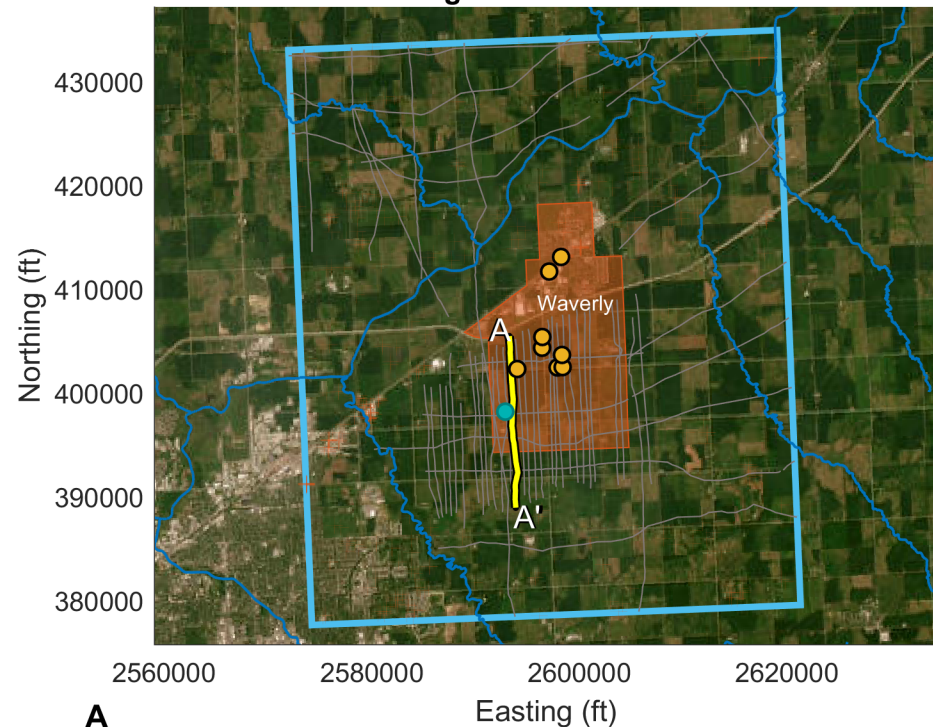
- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L174001 Resistivity



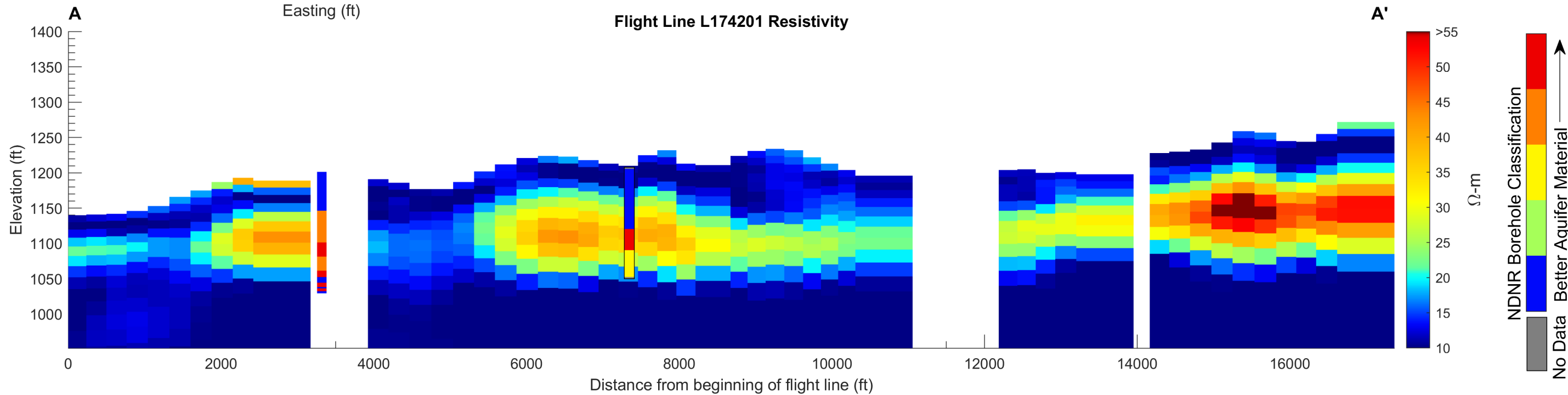
- NDNR Borehole Classification
 No Data Better Aquifer Material ↑

Flight Line L174201

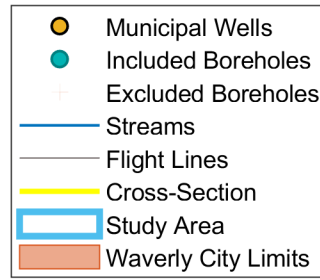
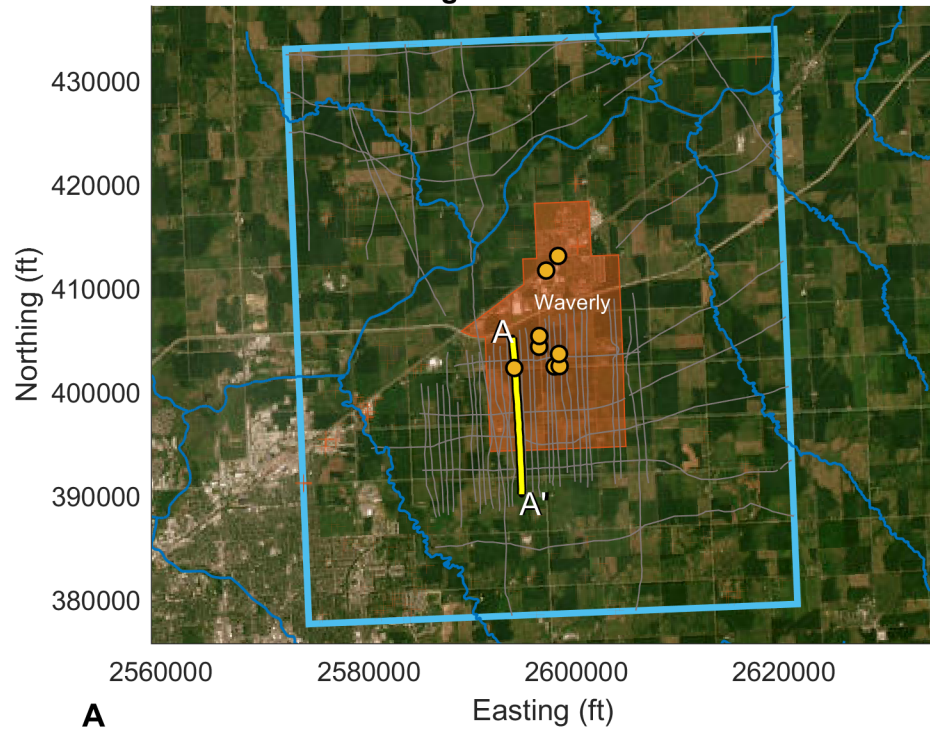


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- ▭ Study Area
- ▭ Waverly City Limits

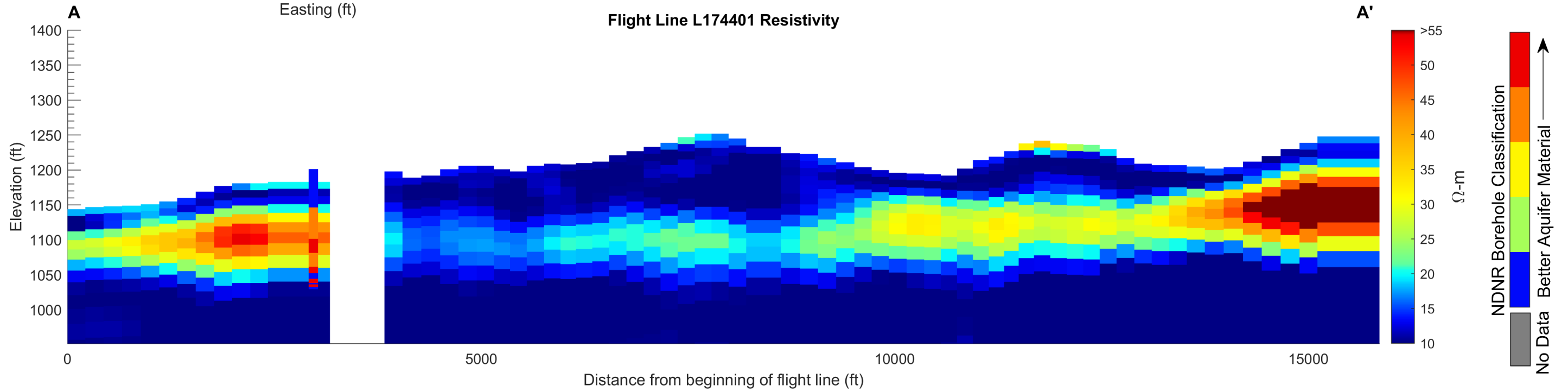
Flight Line L174201 Resistivity



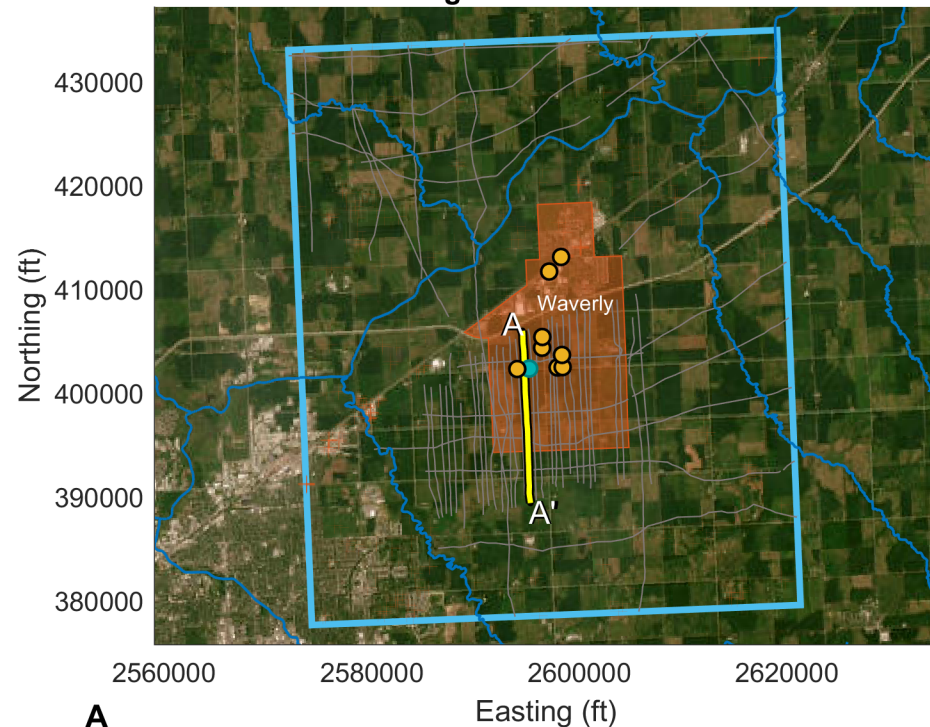
Flight Line L174401



Flight Line L174401 Resistivity

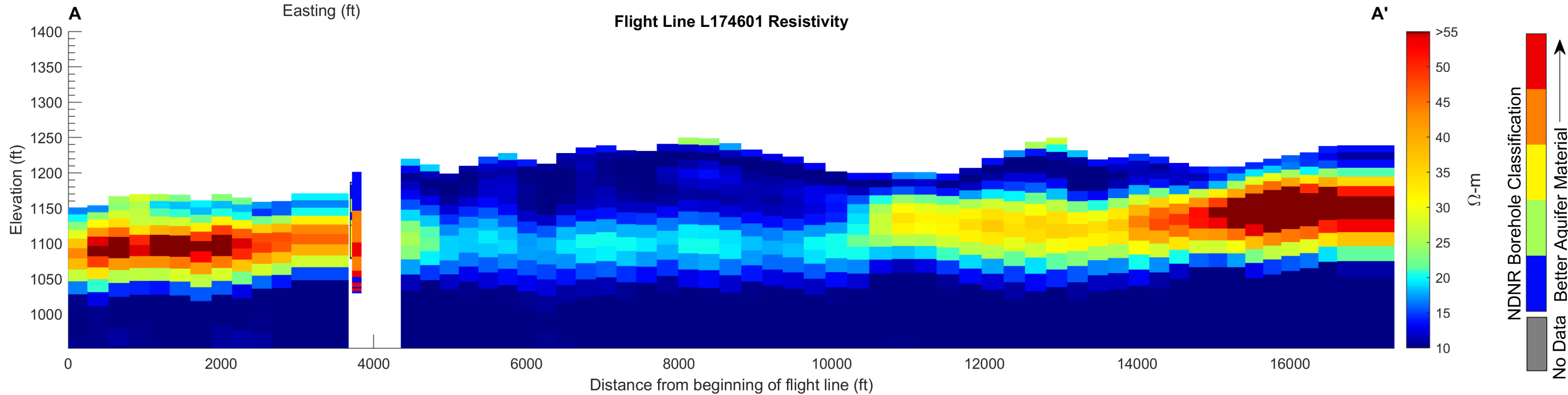


Flight Line L174601



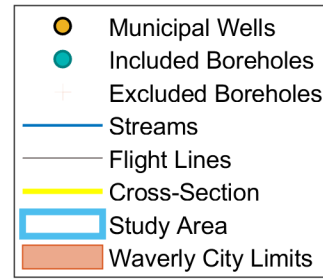
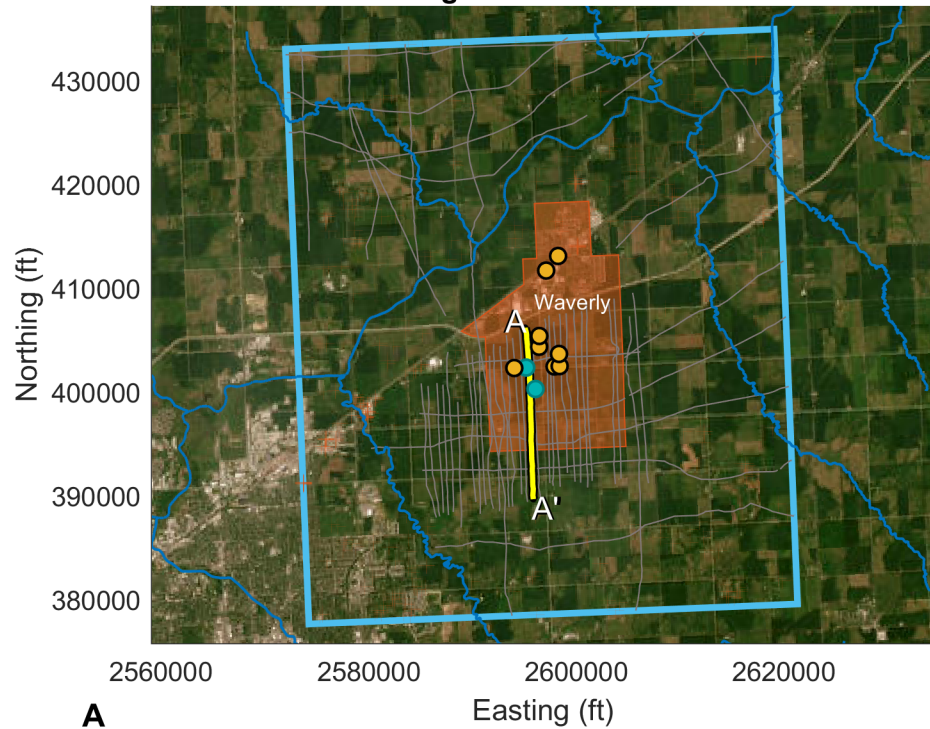
- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L174601 Resistivity

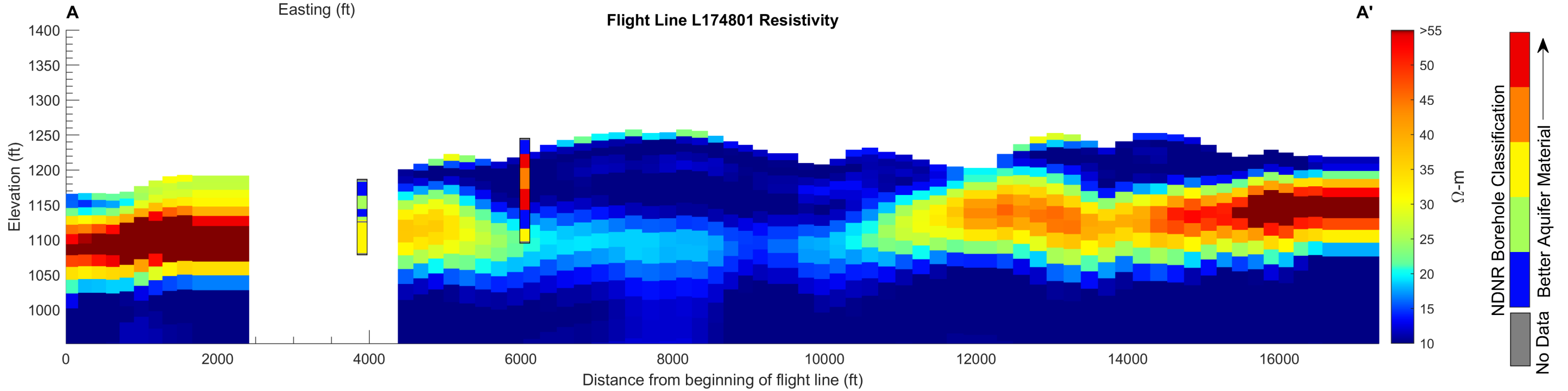


- NDNR Borehole Classification**
 Better Aquifer Material
 No Data

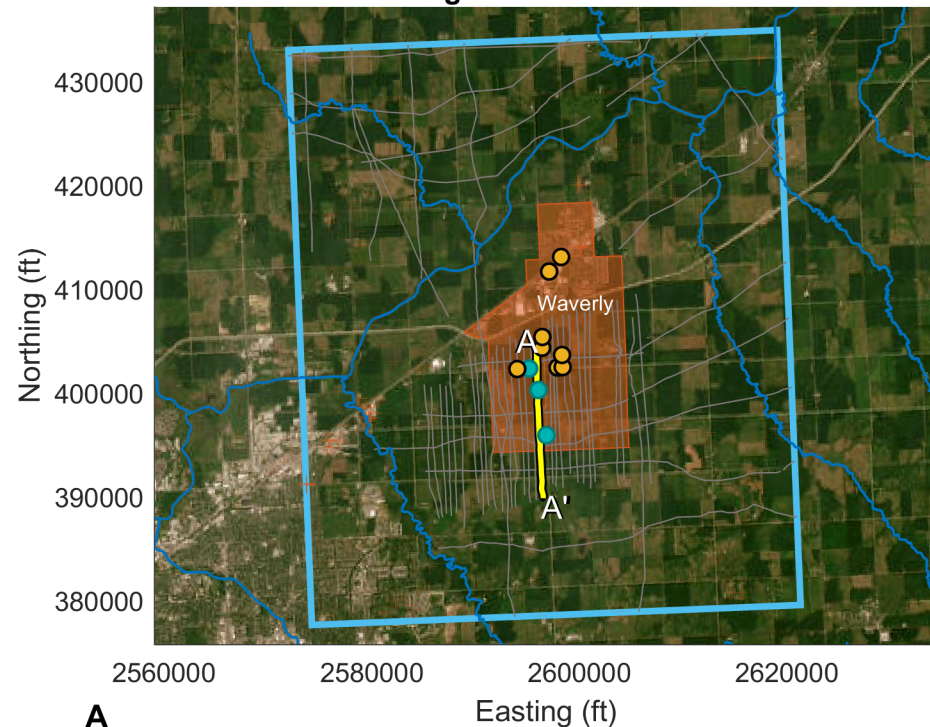
Flight Line L174801



Flight Line L174801 Resistivity

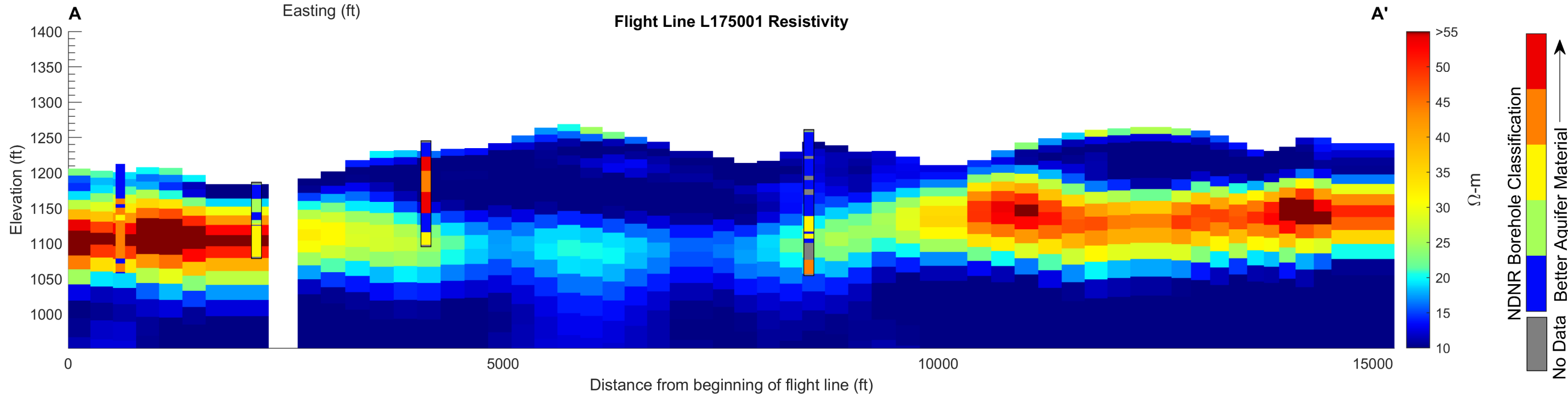


Flight Line L175001

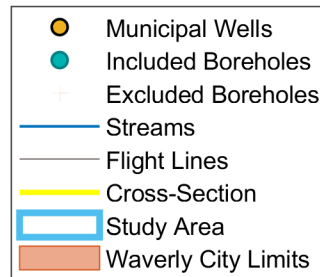
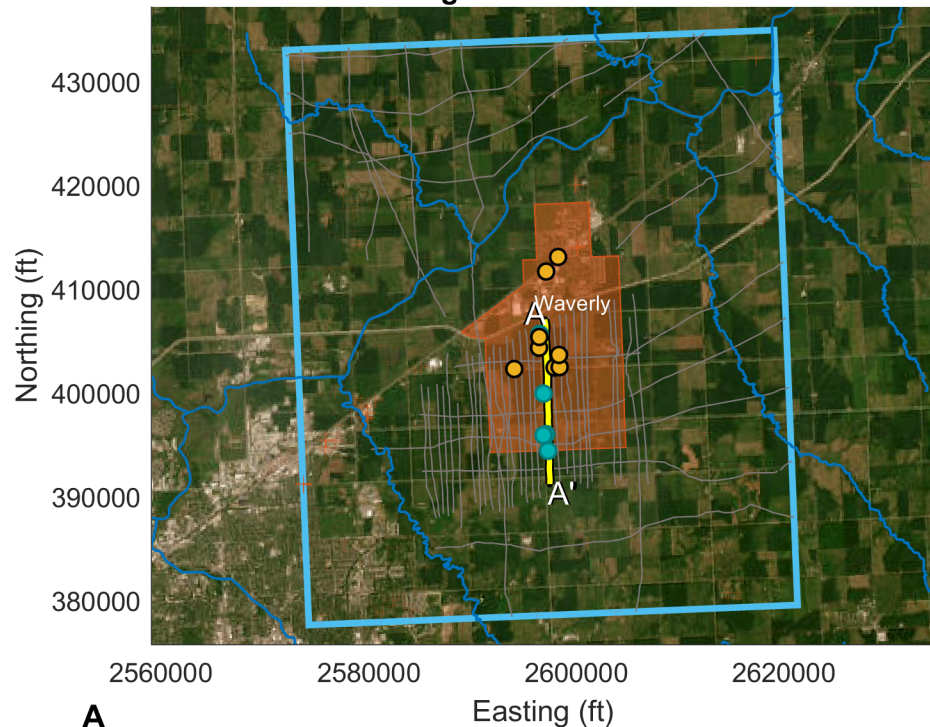


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

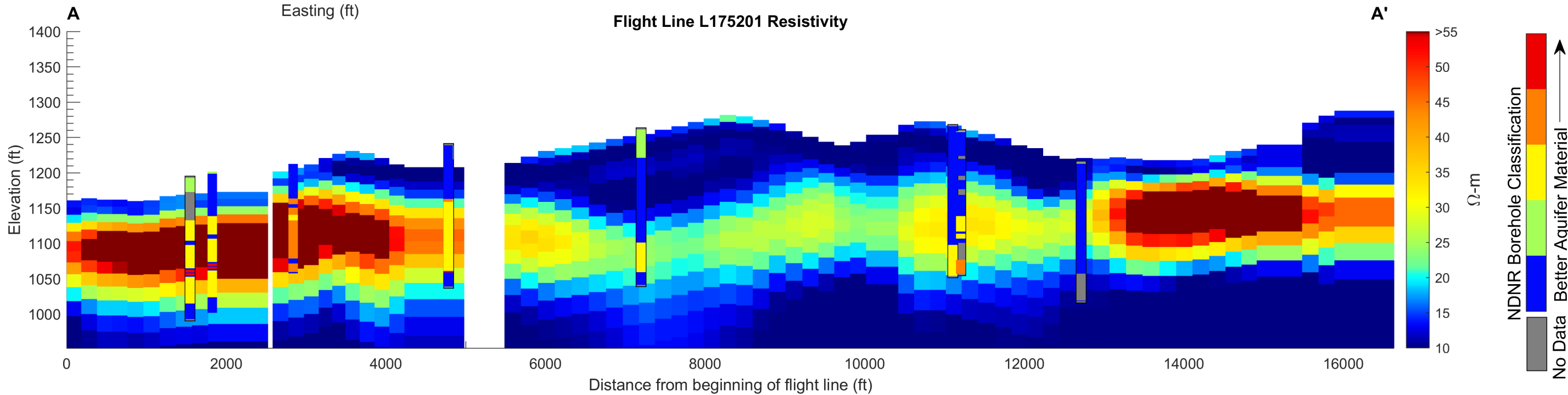
Flight Line L175001 Resistivity



Flight Line L175201

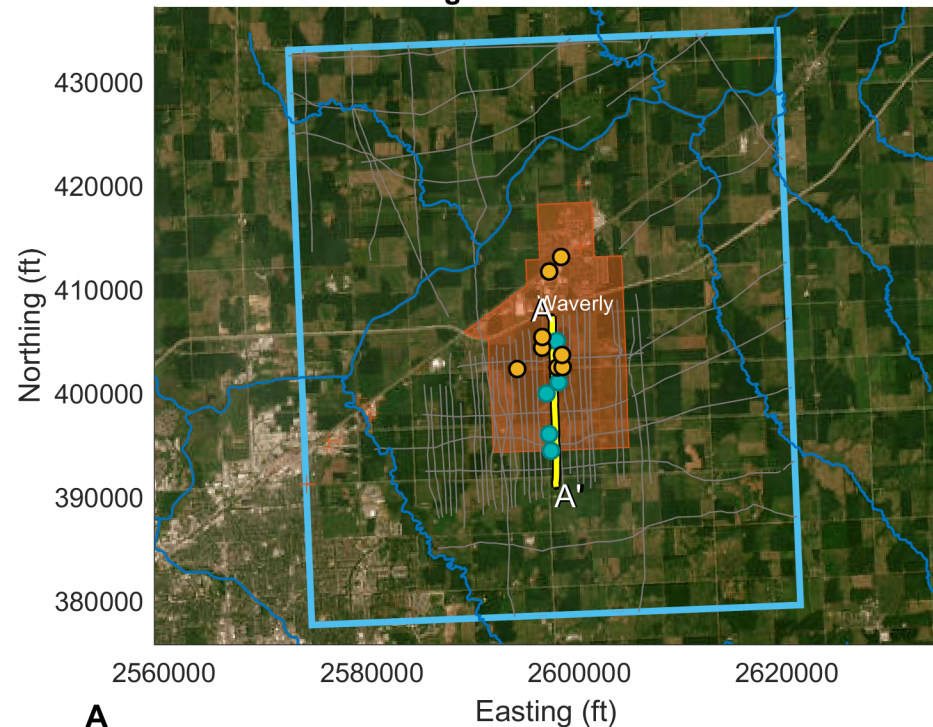


Flight Line L175201 Resistivity



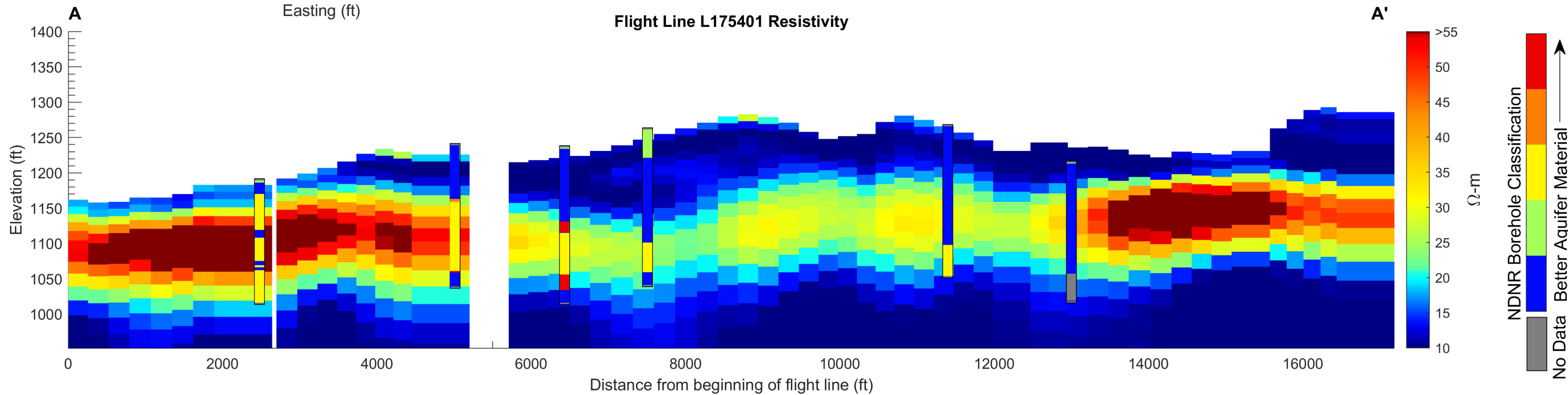
NDNr Borehole Classification
 No Data Better Aquifer Material

Flight Line L175401



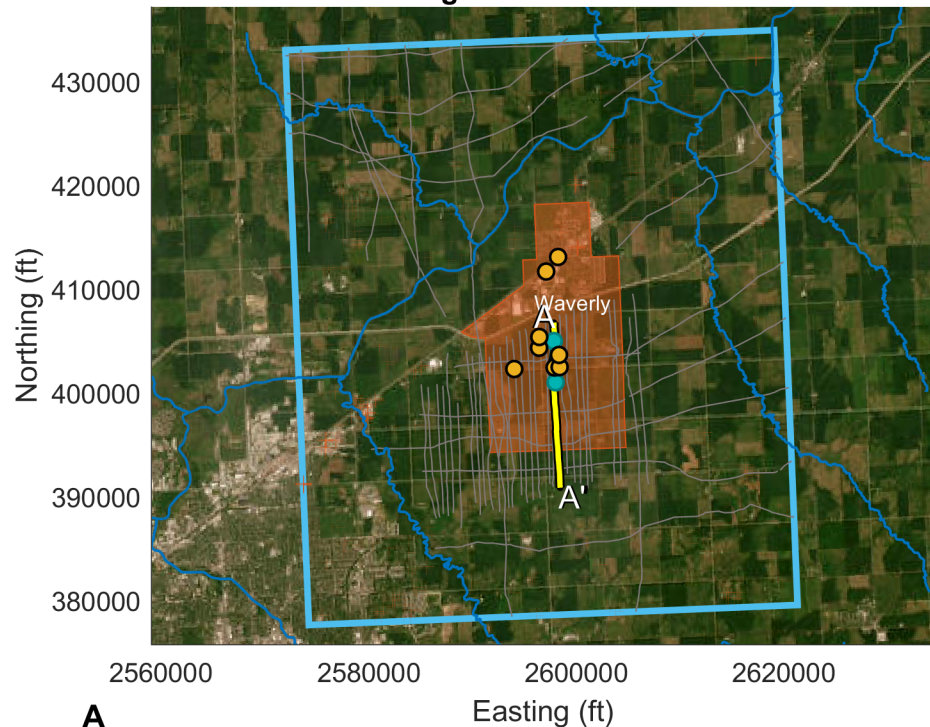
- Municipal Wells
- Included Boreholes
- Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L175401 Resistivity



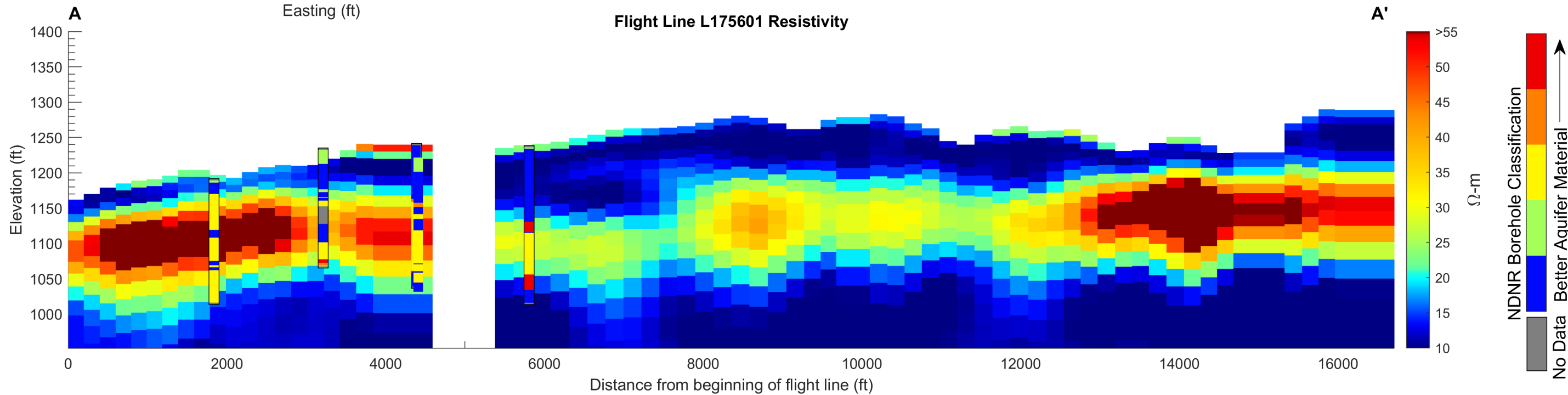
- NDNR Borehole Classification**
 No Data
 Better
 Aquifer Material
↑

Flight Line L175601

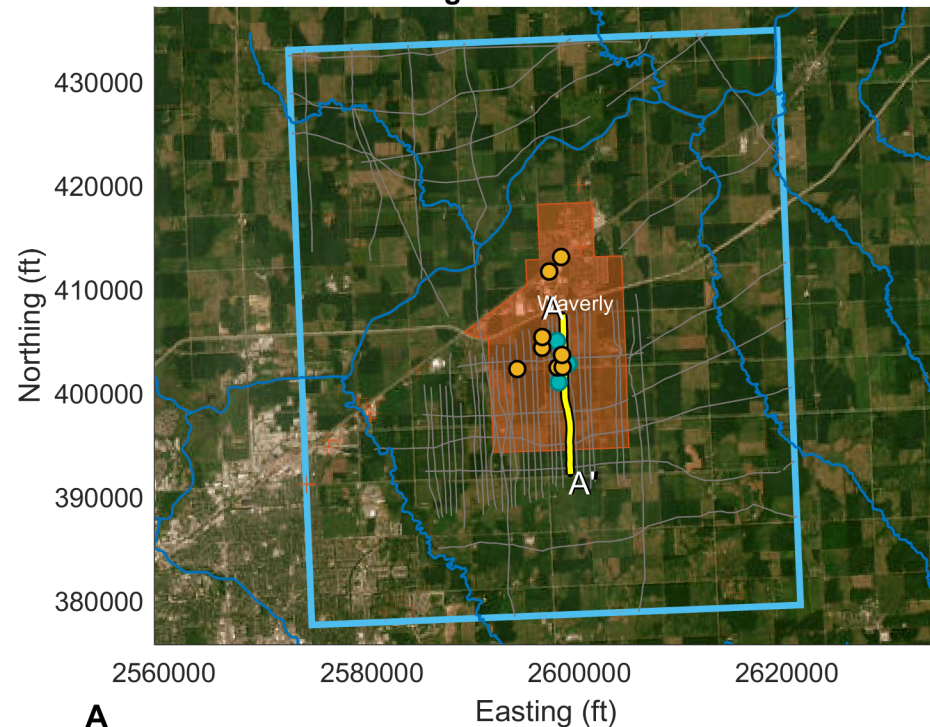


- Municipal Wells
- Included Boreholes
- Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L175601 Resistivity

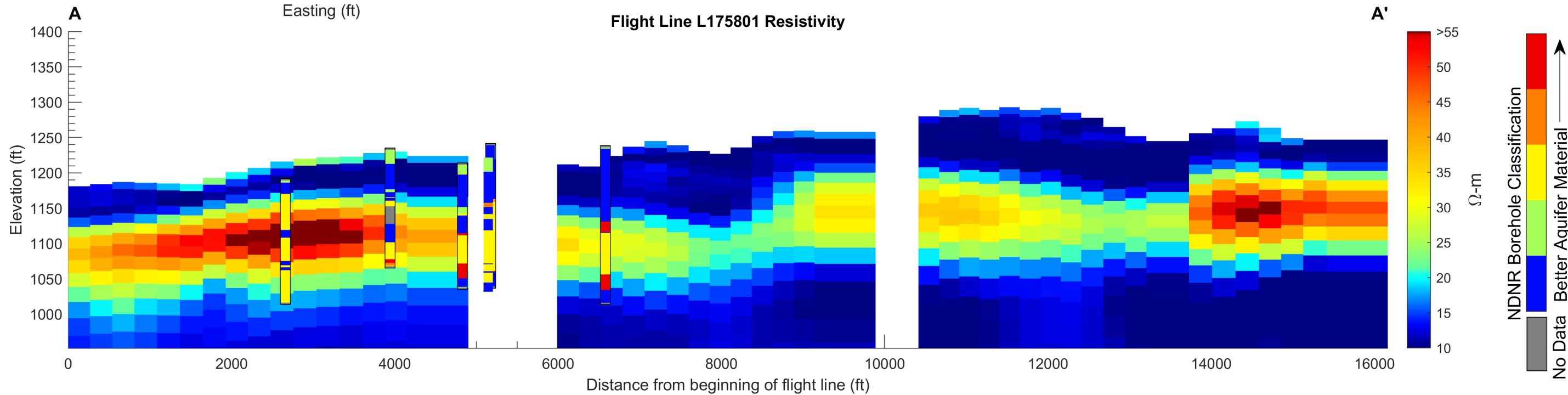


Flight Line L175801

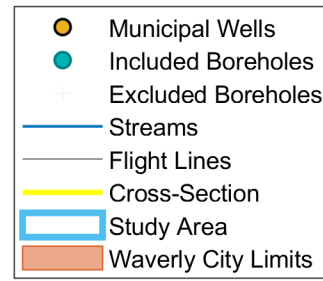
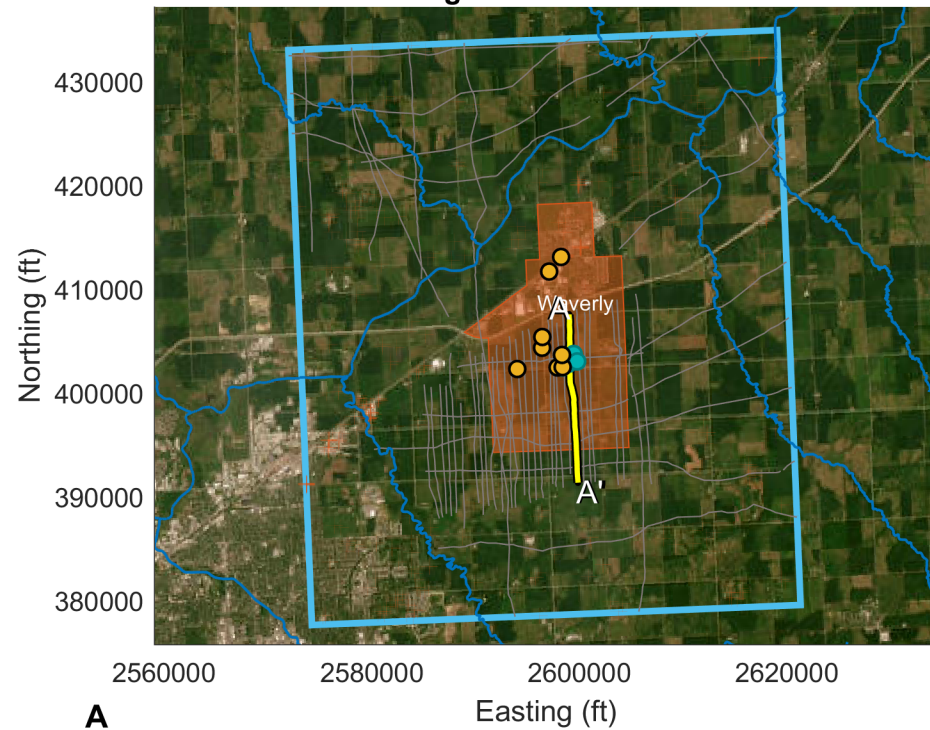


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

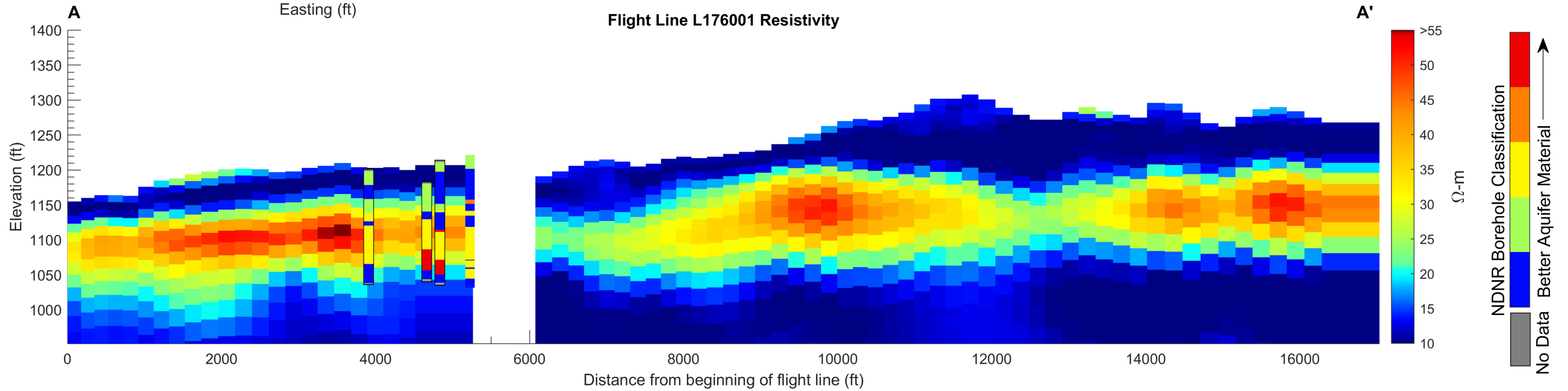
Flight Line L175801 Resistivity



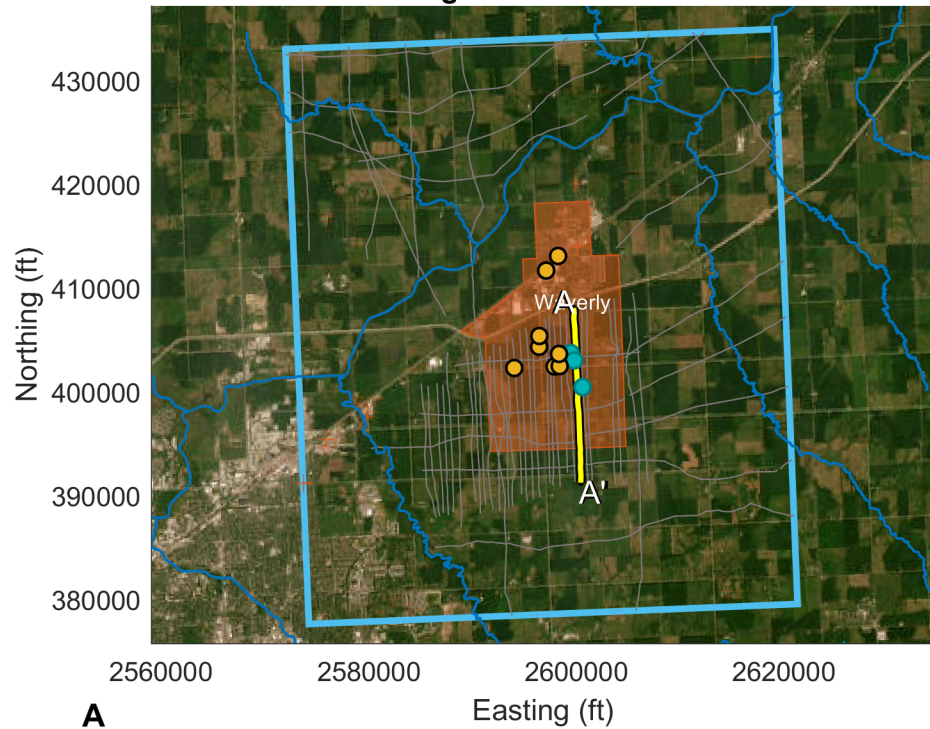
Flight Line L176001



Flight Line L176001 Resistivity

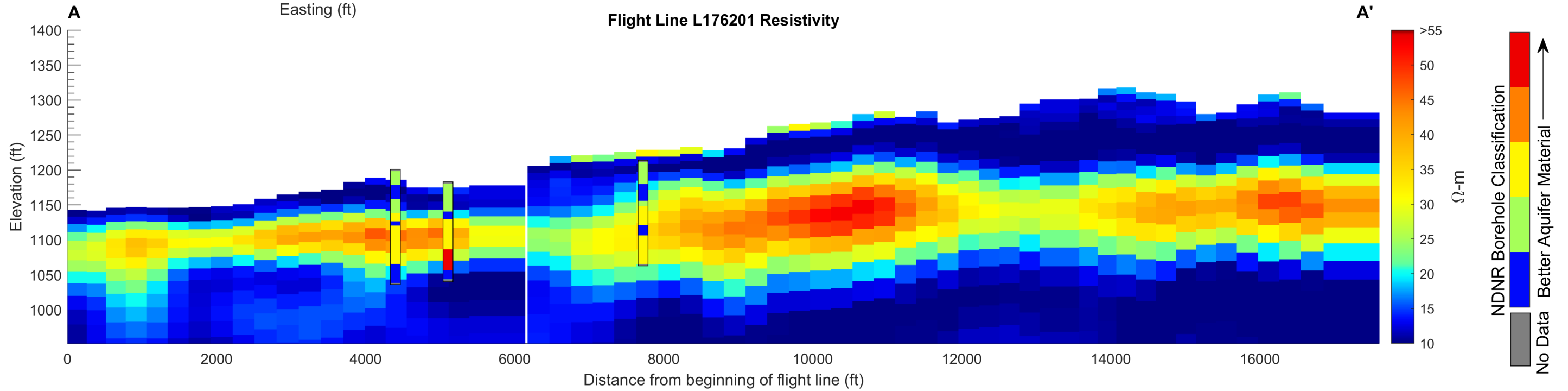


Flight Line L176201

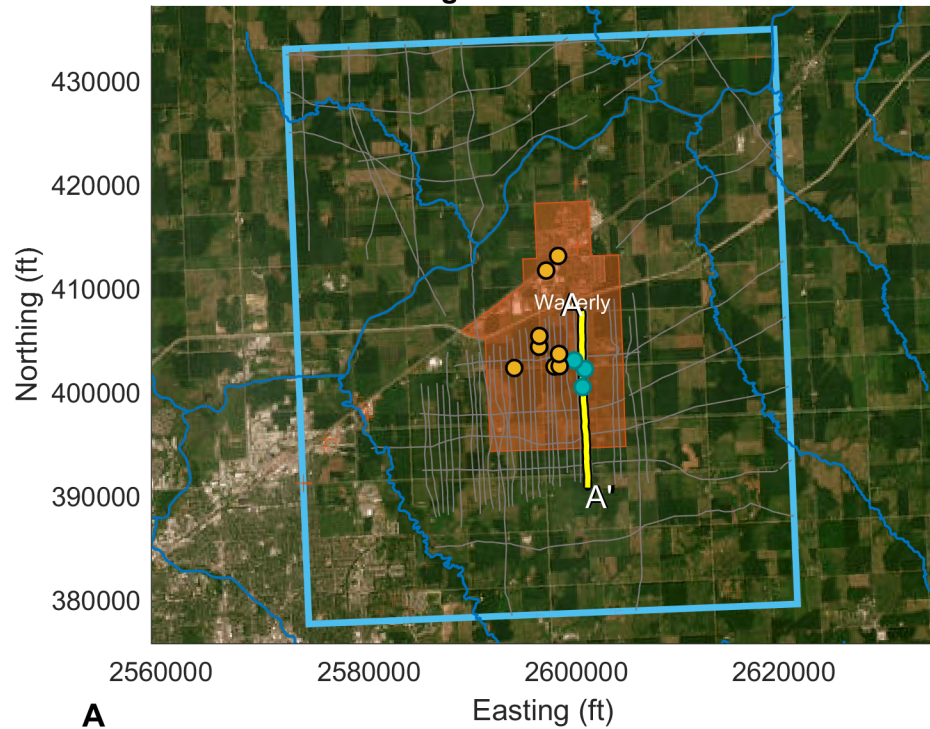


- Municipal Wells
- Included Boreholes
- Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L176201 Resistivity

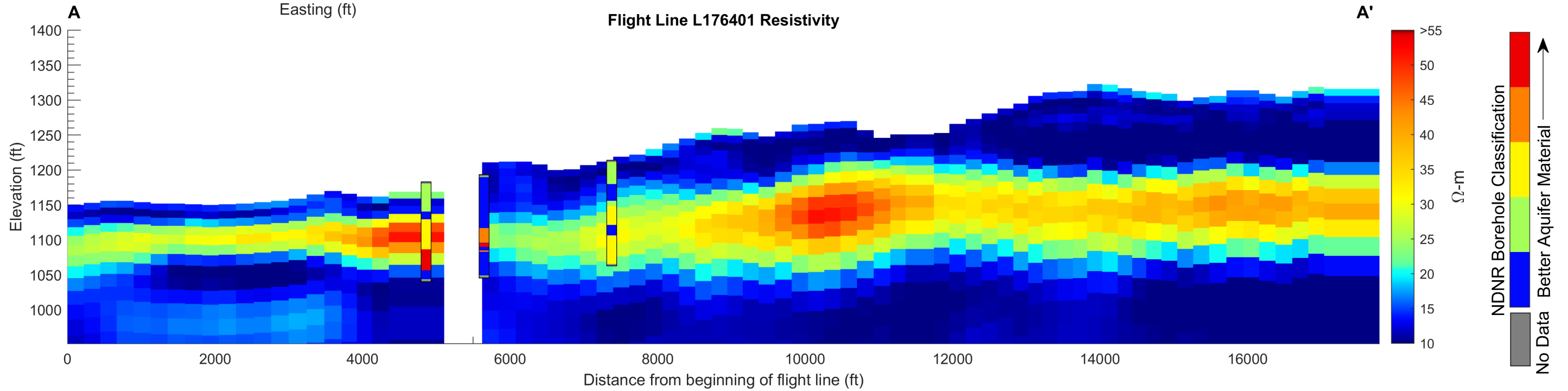


Flight Line L176401

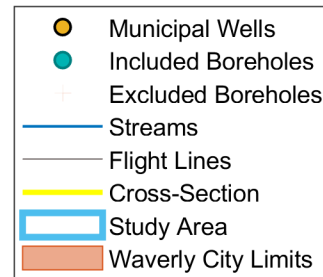
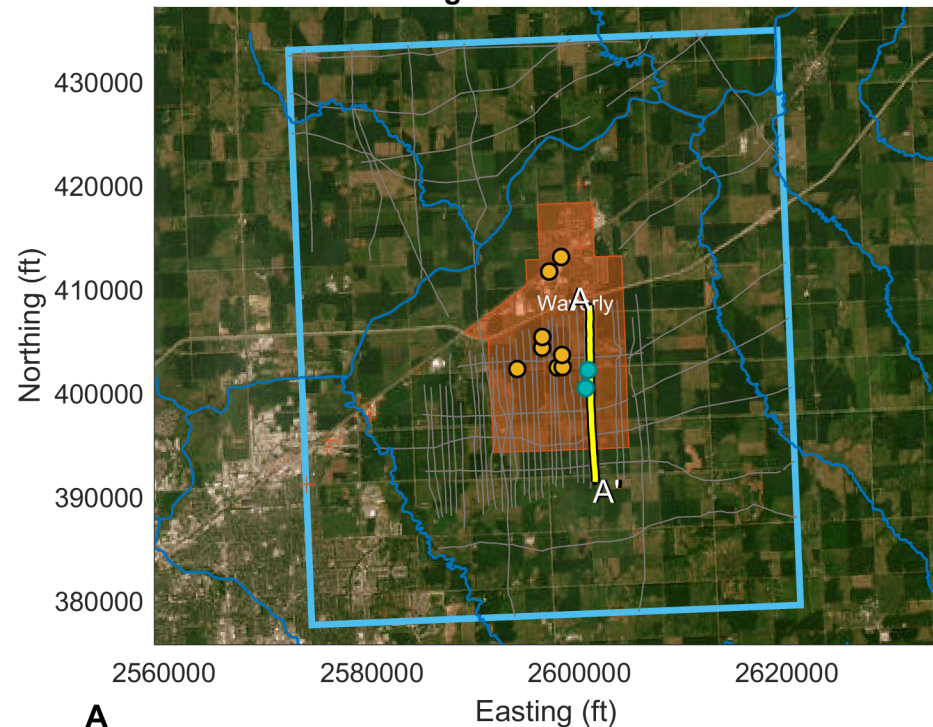


- Municipal Wells
- Included Boreholes
- ⊕ Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- ▭ Study Area
- ▭ Waverly City Limits

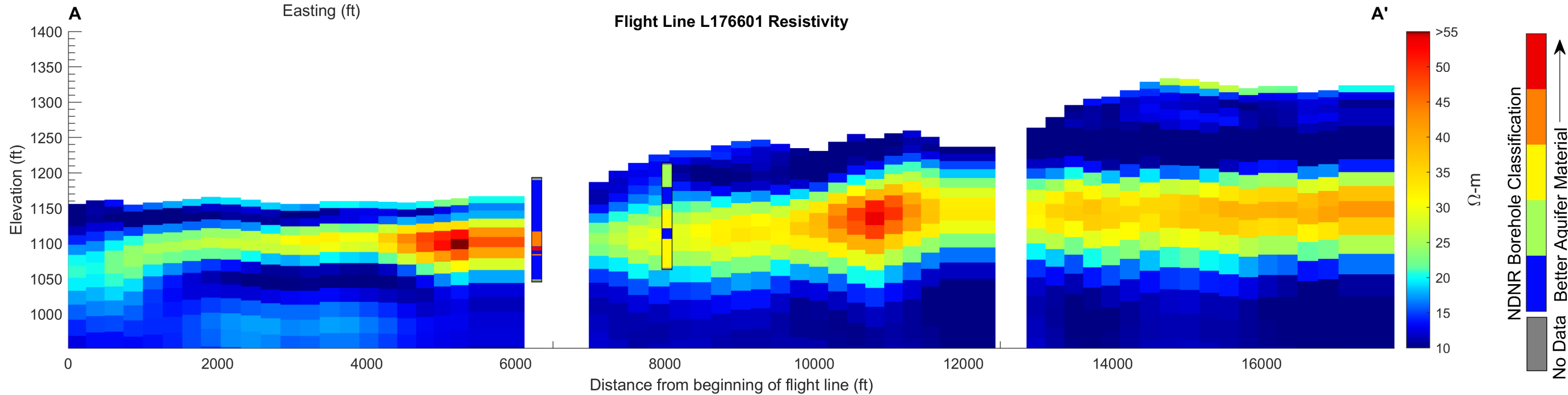
Flight Line L176401 Resistivity



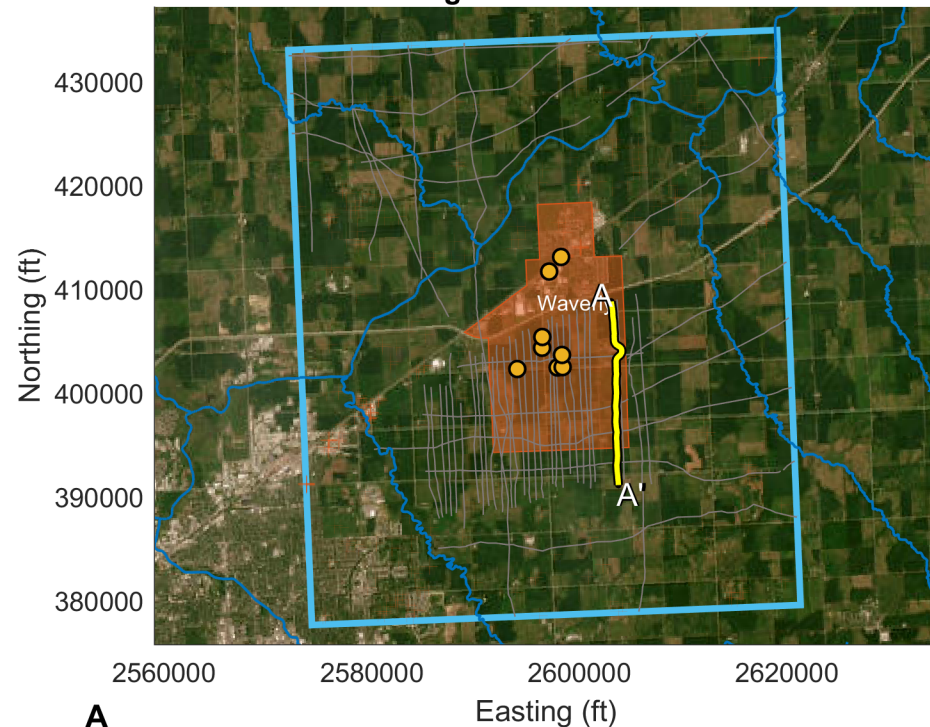
Flight Line L176601



Flight Line L176601 Resistivity

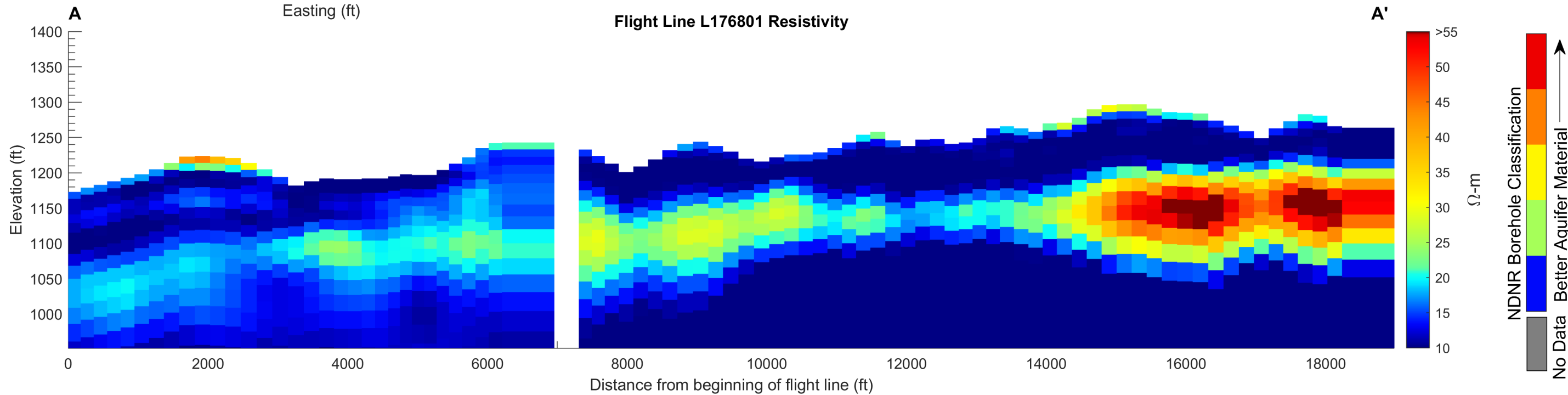


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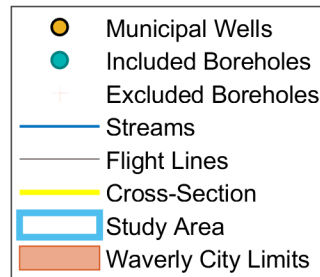
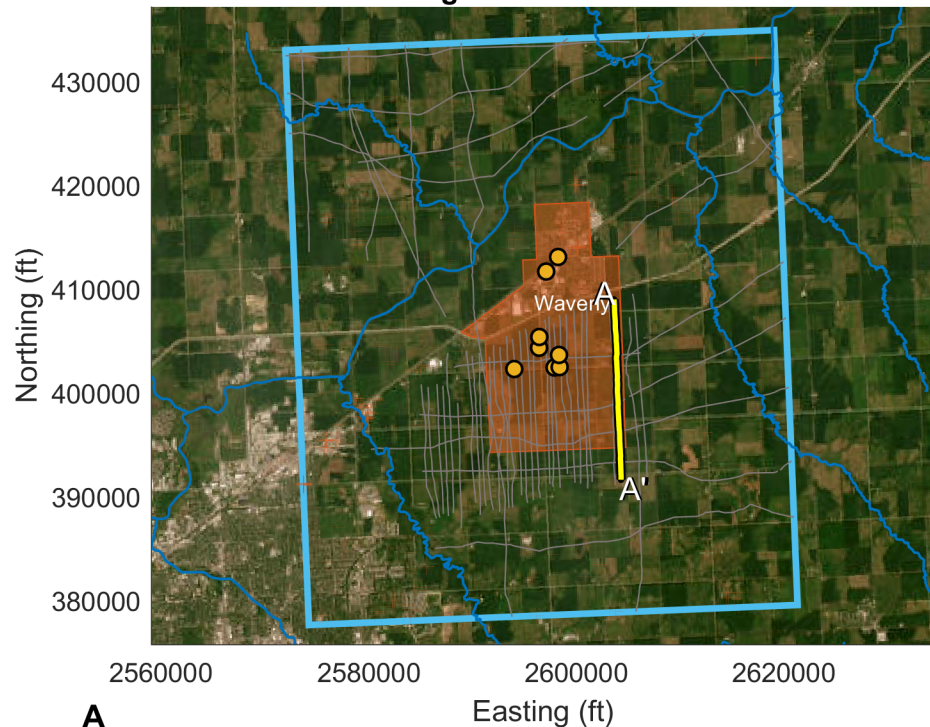


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

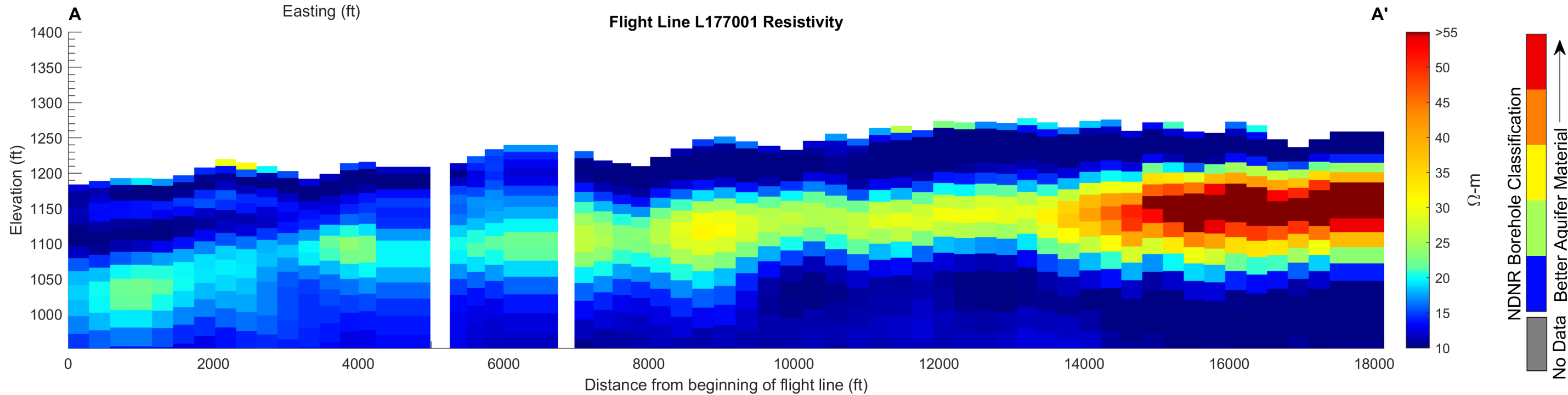
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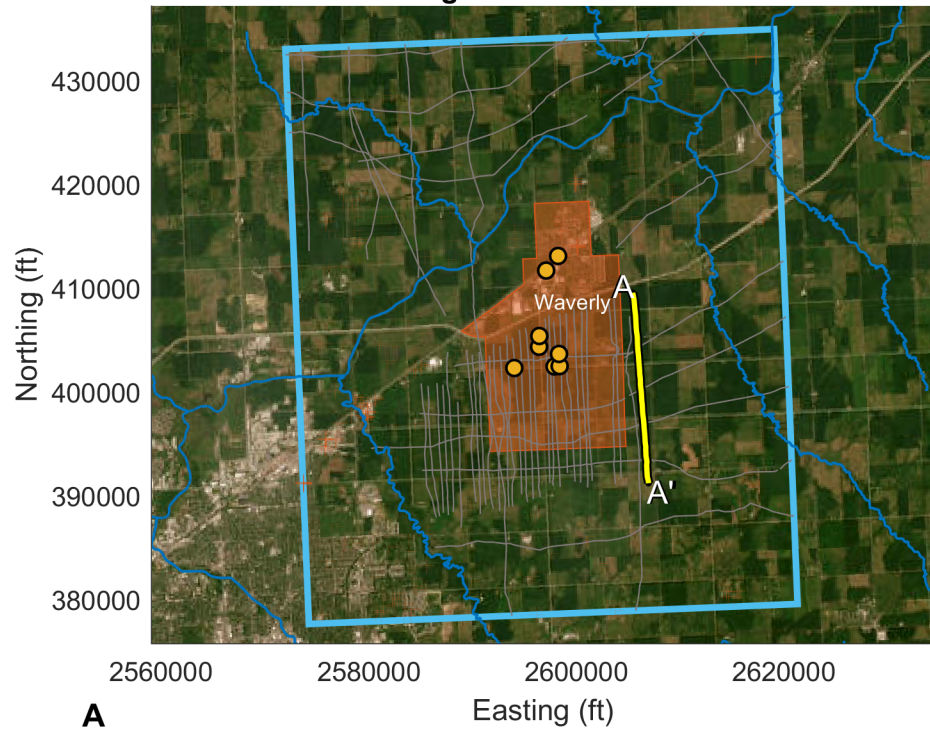
Flight Line L177001



Flight Line L177001 Resistivity

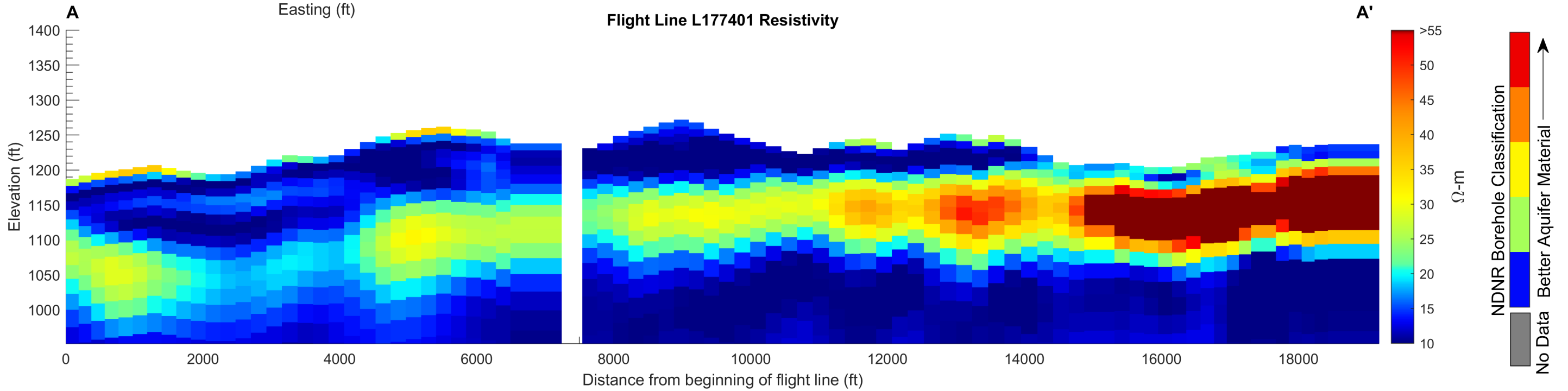


Flight Line L177401

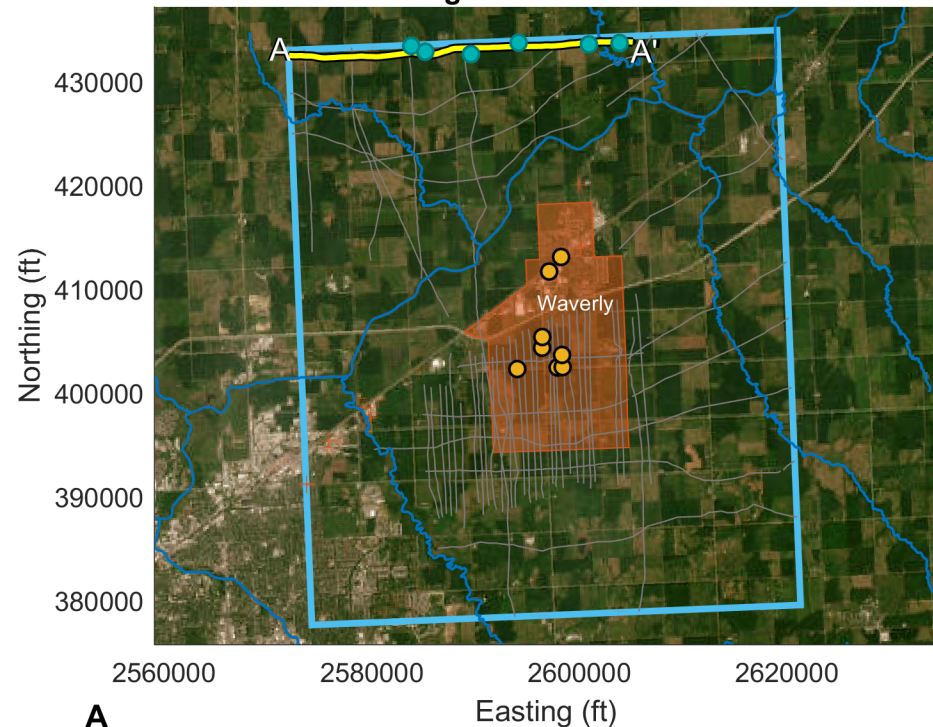


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L177401 Resistivity

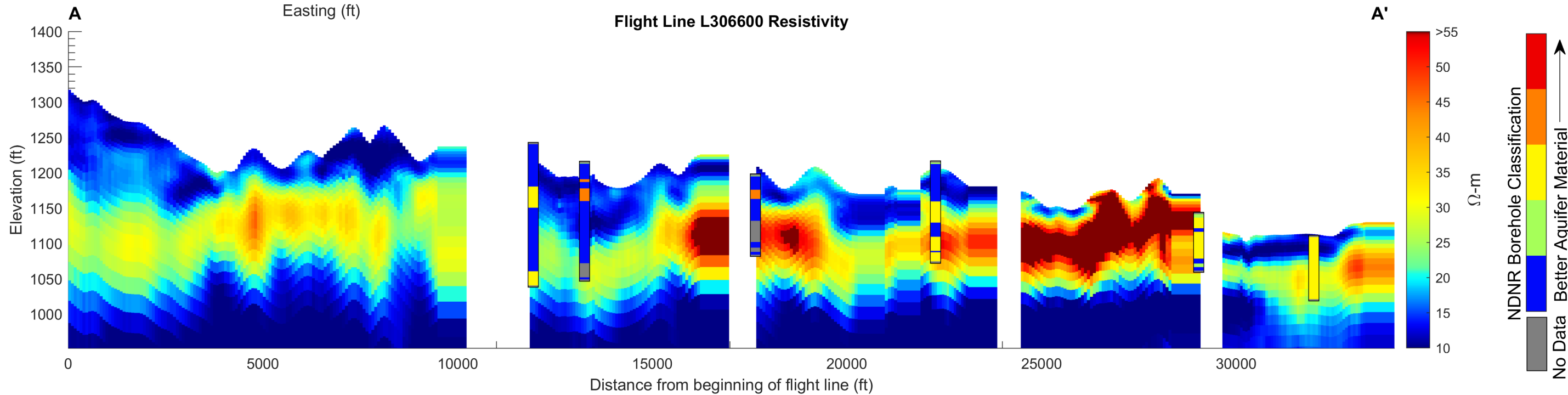


Flight Line L306600



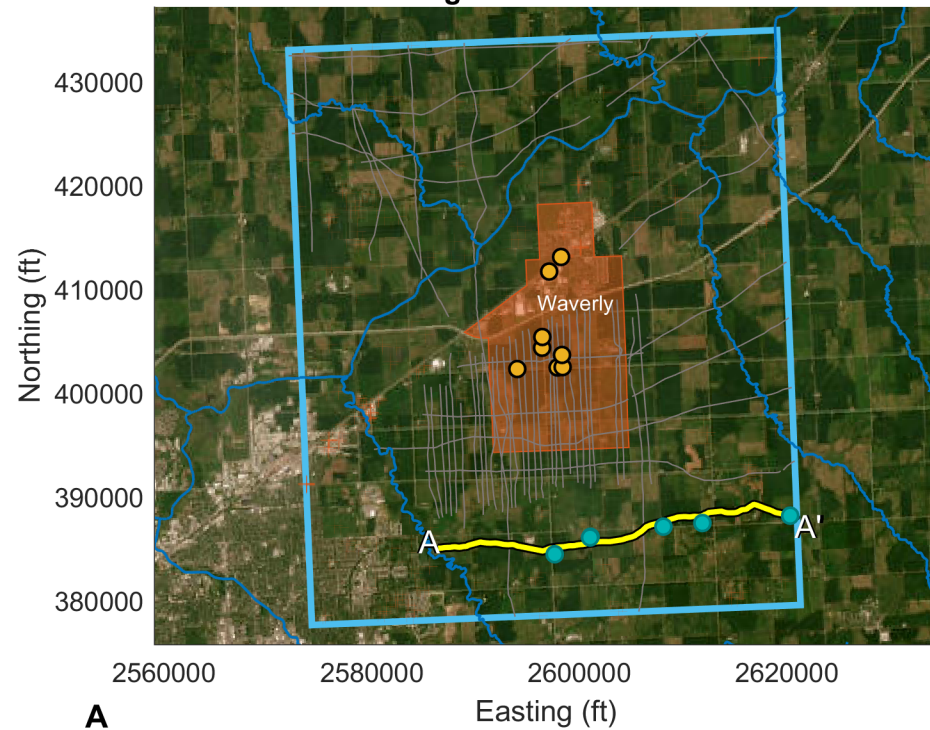
- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L306600 Resistivity



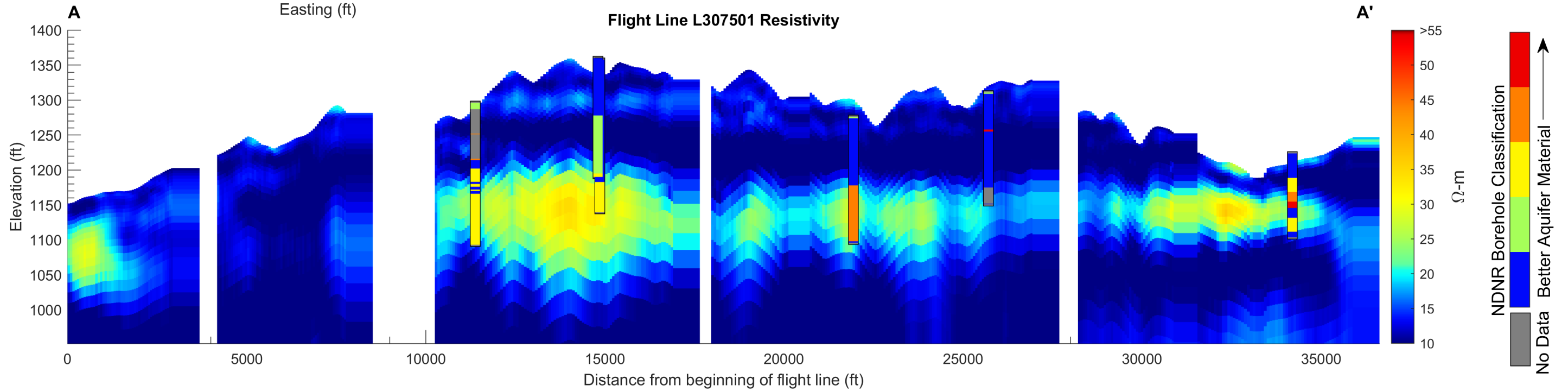
- NDNR Borehole Classification**
 Better Aquifer Material
 No Data
 No Data

Flight Line L307501



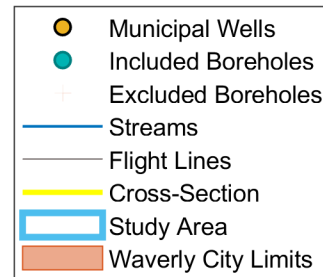
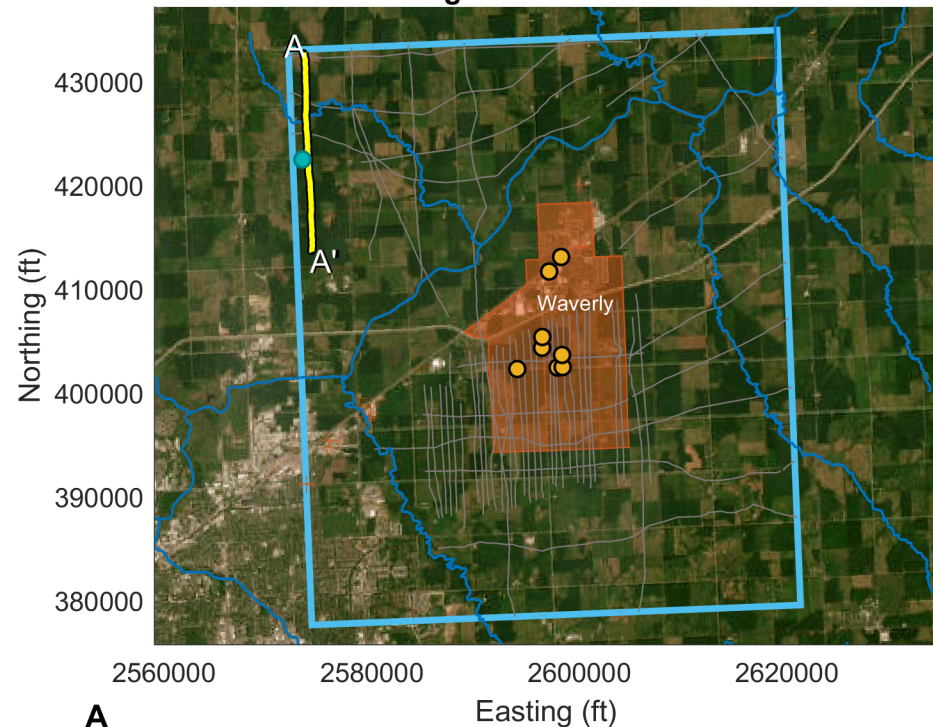
- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L307501 Resistivity

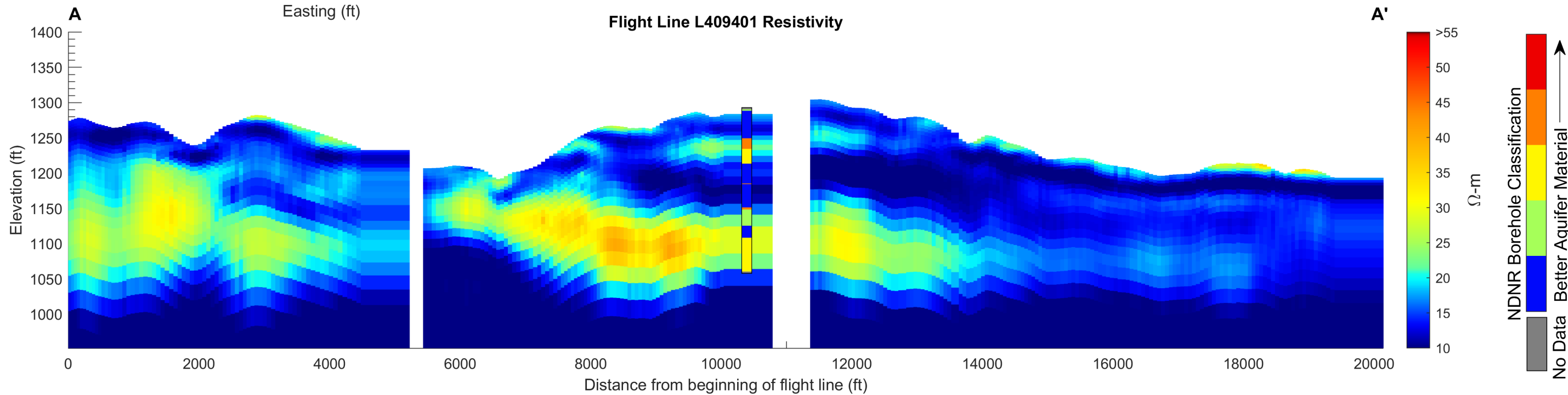


- NDNR Borehole Classification**
█ Better Aquifer Material
█ No Data
█ No Data
█ No Data

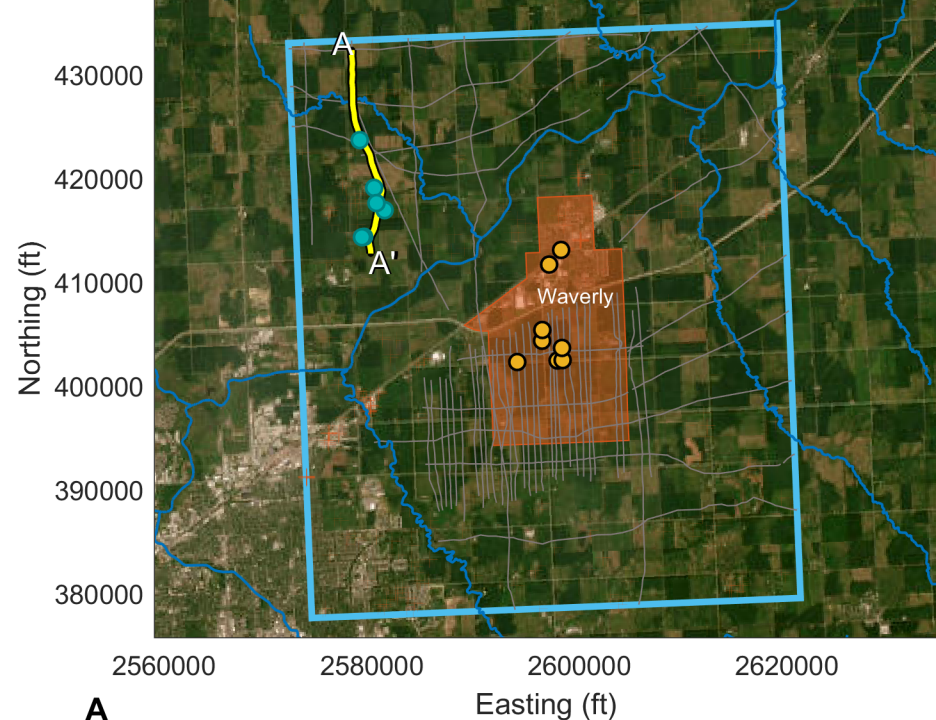
Flight Line L409401



Flight Line L409401 Resistivity

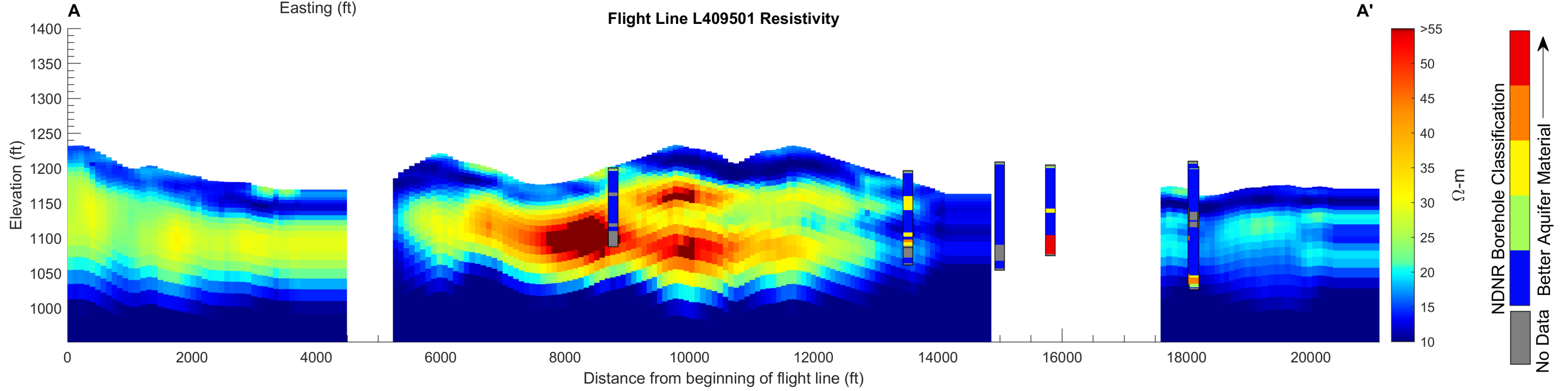


Flight Line L409501

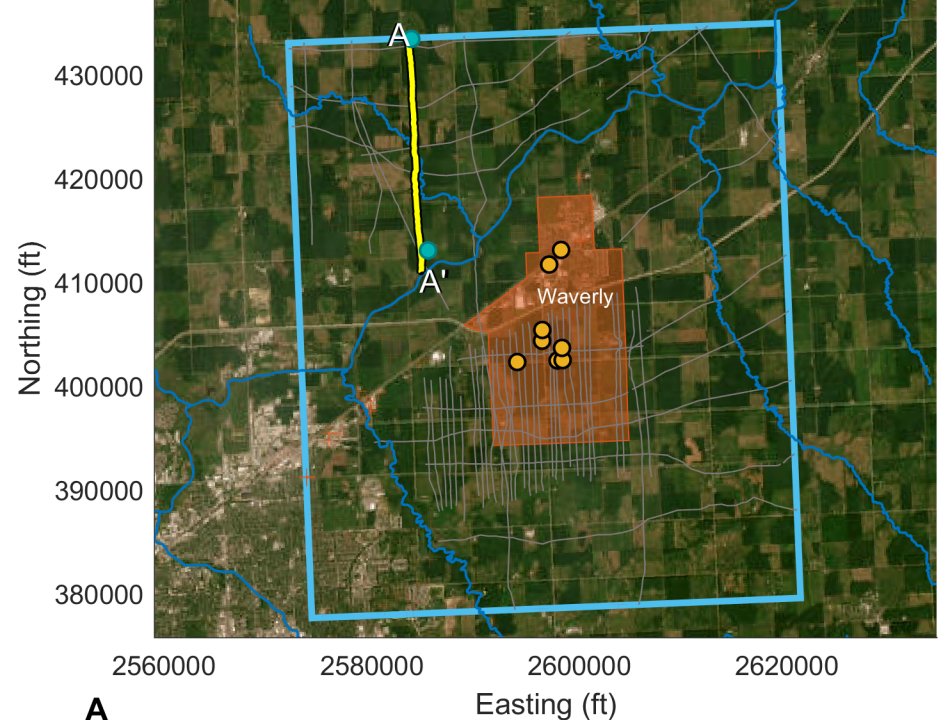


- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

Flight Line L409501 Resistivity

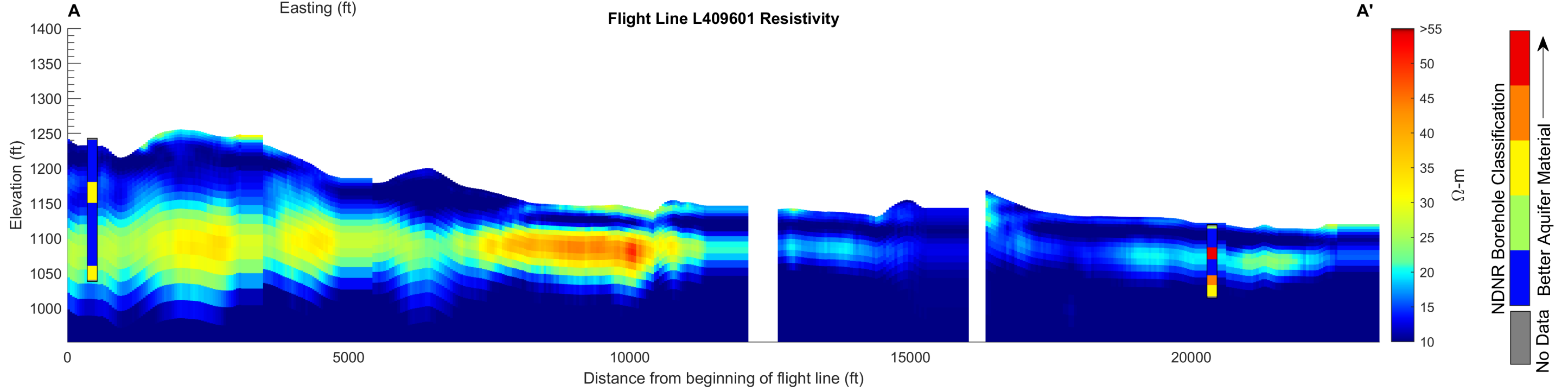


Flight Line L409601



- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- ▭ Study Area
- ▭ Waverly City Limits

Flight Line L409601 Resistivity

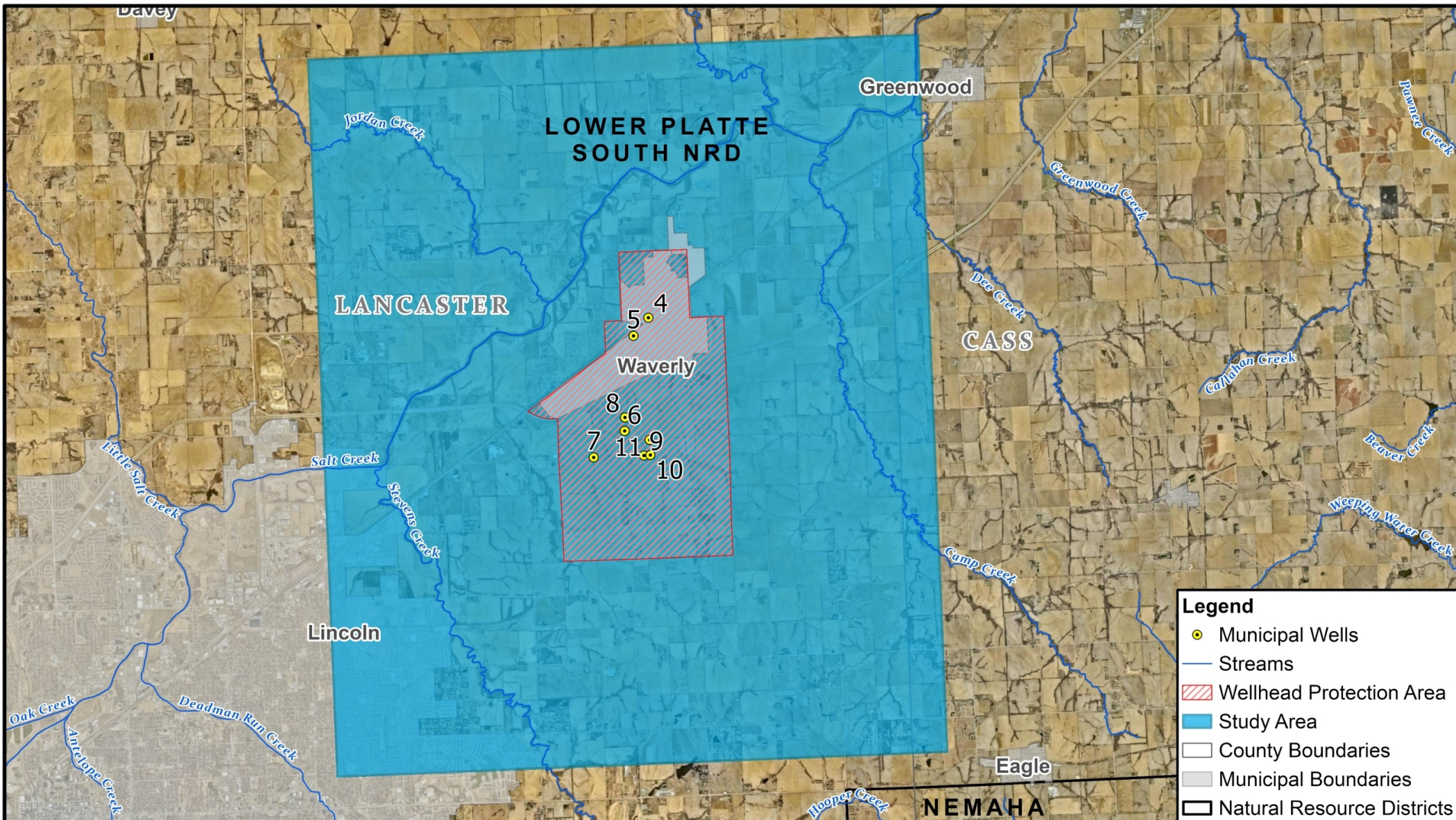




Waverly Hydrogeologic Assessment

Waverly City Council Meeting
November 28, 2023

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Legend

- Municipal Wells
- Streams
- Wellhead Protection Area
- Study Area
- County Boundaries
- Municipal Boundaries
- Natural Resource Districts

PROJECT: 023-06619
 DRAWN BY: JFH
 DATE: November 20, 2023

Sources:
 Waverly: Well Information
 NDEE: Wellhead Protection Area
 USGS: National Hydrologic Dataset

N

 1 INCH = 1 MILES
 Original Published Resolution
 NAD 1983 StatePlane Nebraska FIPS 2600
 Feet

LOCATION MAP
 HYDROGEOLOGIC ASSESSMENT
 WAVERLY, NE



FIGURE
1

NDNR Well Registration Number	Colloquial Well Number	Well Depth (ft)	Aquifer Material
G-068617	4	59	Unconsolidated Quaternary alluvial deposits
G-070134	5	57	Unconsolidated Quaternary alluvial deposits
G-070533	6	172	Dakota aquifer
G-070534	7*	155	Dakota aquifer
G-114724	8	182	Dakota aquifer
G-136114	9	192	Dakota aquifer
G-175276	10	180	Dakota aquifer
G-175275	11	179	Dakota aquifer

*Well 7 is currently inactive but planned to be reconstructed within the next year.

Processing Borehole Data

- Interpret logs by assigning a lithology code to every section defined in each borehole

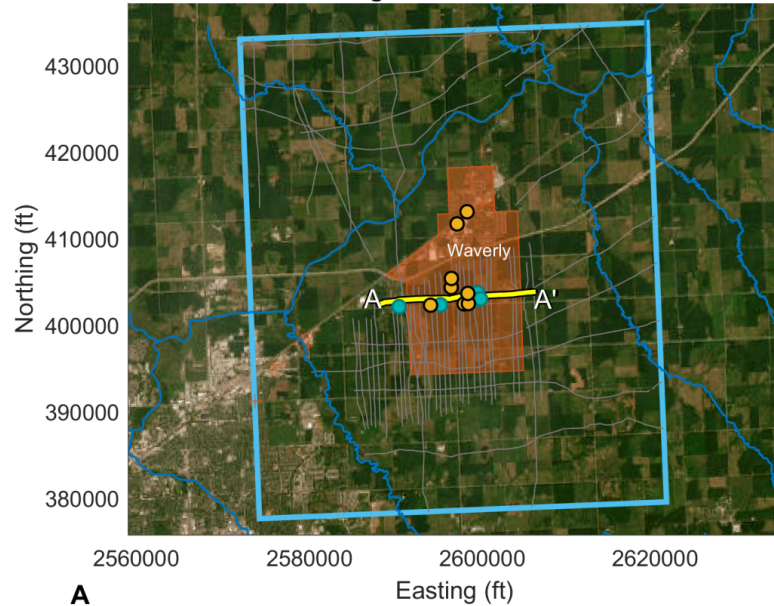
SAMPLE_DESCRIPTION	LITHOLOGY_PERCENTAGES	LITHOLOGY_CODES
clay		100 c
top soil		100 ts
fine sand		100 fsnd
top soil and clay	60, 40	ts, c
brown clay		100 c
shale		100 sh
sand		100 snd
fine sand and clay	60, 40	fsnd, c
sand and gravel		100 sdg
sandy clay		100 sdc
limestone		100 ca
medium sand		100 msnd
gray shale		100 sh
shale, gray		100 sh
brown sandy clay		100 sdc
gravel		100 g
gray clay		100 c
tan clay		100 c
surface		100 ts
sandstone		100 ss
blue shale		100 sh
clay, brown		100 c

Processing Borehole Data

- Group the lithology codes into five categories based on estimated hydraulic conductivity

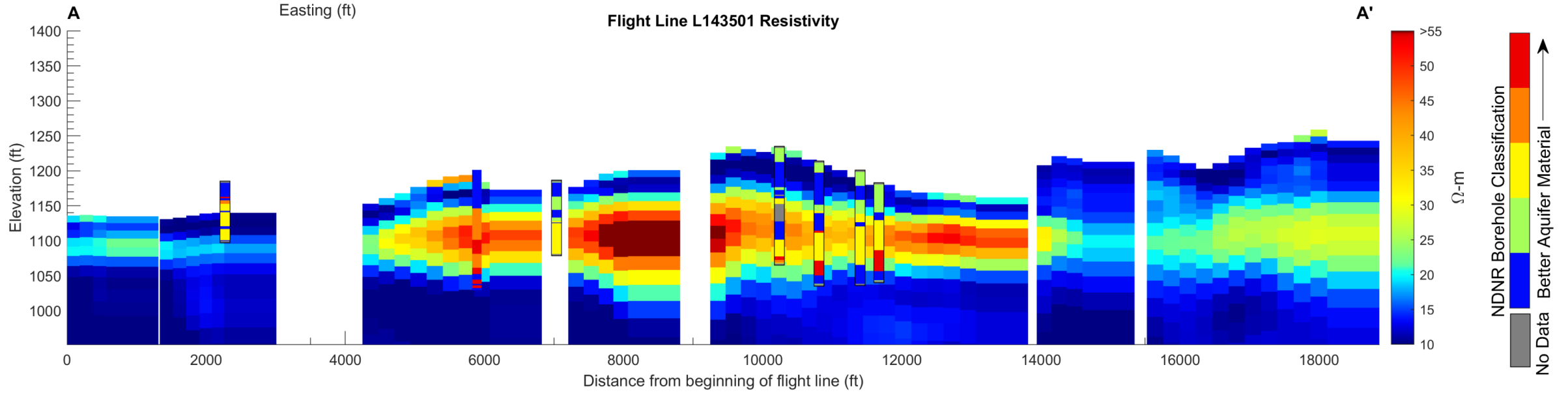
LITHOLOGY_CODE	DESCRIPTION	CATEGORY
sh	shale	1
c	clay	1
sst	siltstone	1
fsc	fine silty clay	2
fmsc	fine to medium silty clay	2
sc	silty clay	2
msc	medium silty clay	2
fcrssc	fine to coarse silty clay	2
mcrssc	medium to coarse silty clay	2
fds	fine sandy silt	3
fmds	fine to medium sandy silt	3
fmsnd	fine to medium sand	3
snd	sand	4
msnd	medium sand	4
sg	silty gravel	4
fsdg	fine sand and gravel	5
fmsdg	fine to medium sand and gravel	5
mg	medium gravel	5
g	gravel	5
fcrsg	fine to coarse gravel	5
mcrsg	medium to coarse gravel	5
crsg	coarse gravel	5

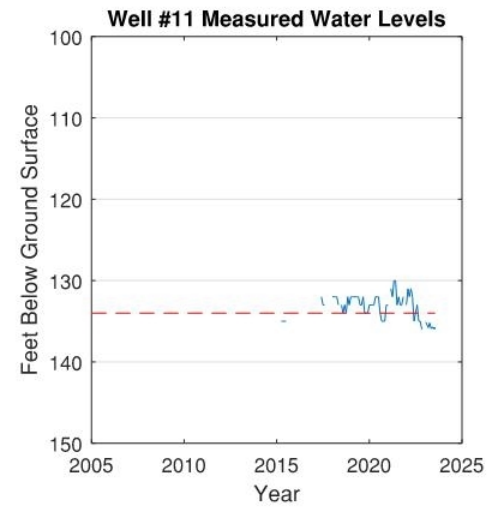
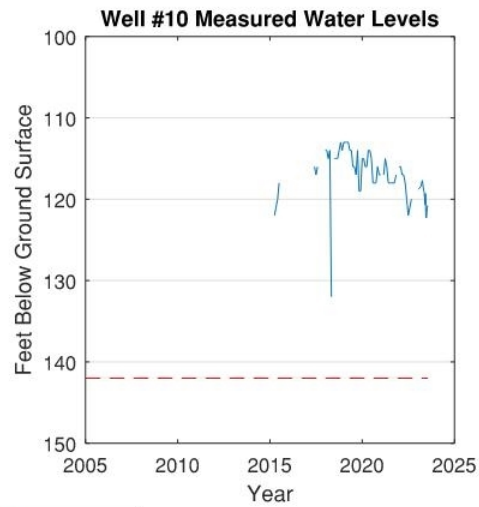
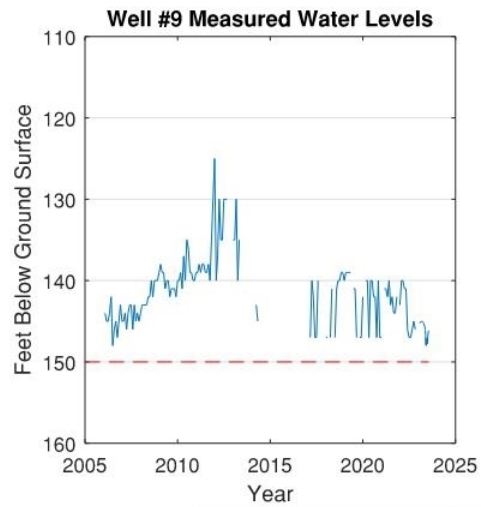
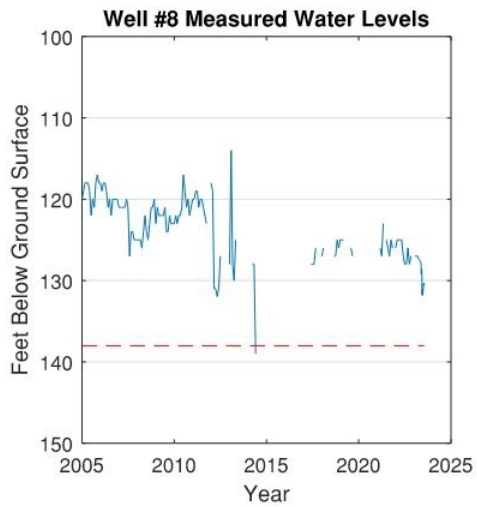
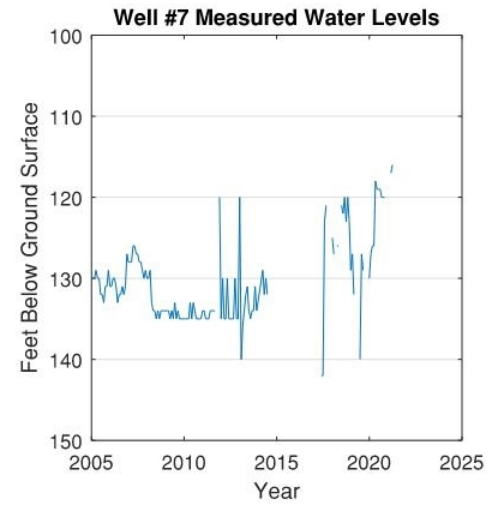
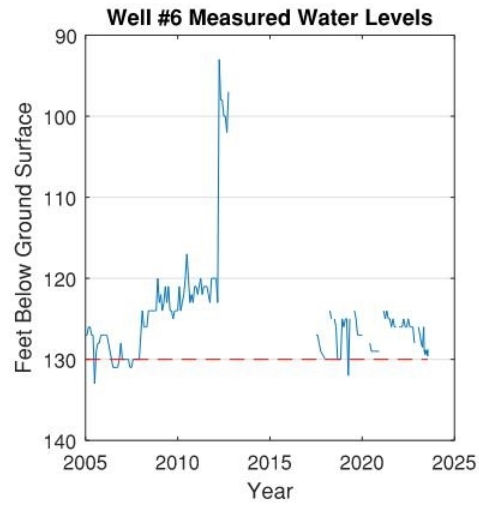
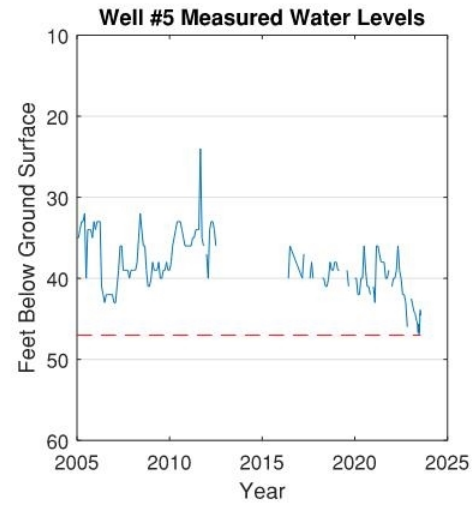
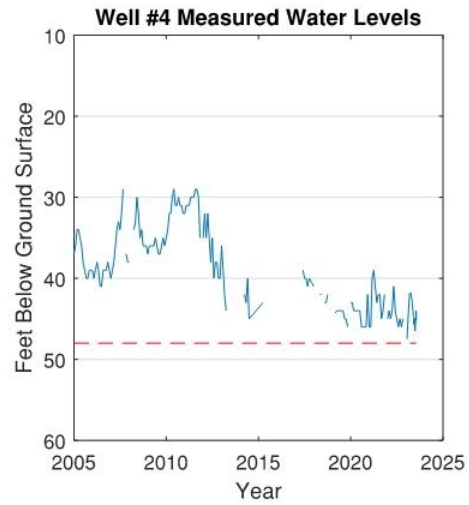
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- Municipal Wells
- Included Boreholes
- + Excluded Boreholes
- Streams
- Flight Lines
- Cross-Section
- Study Area
- Waverly City Limits

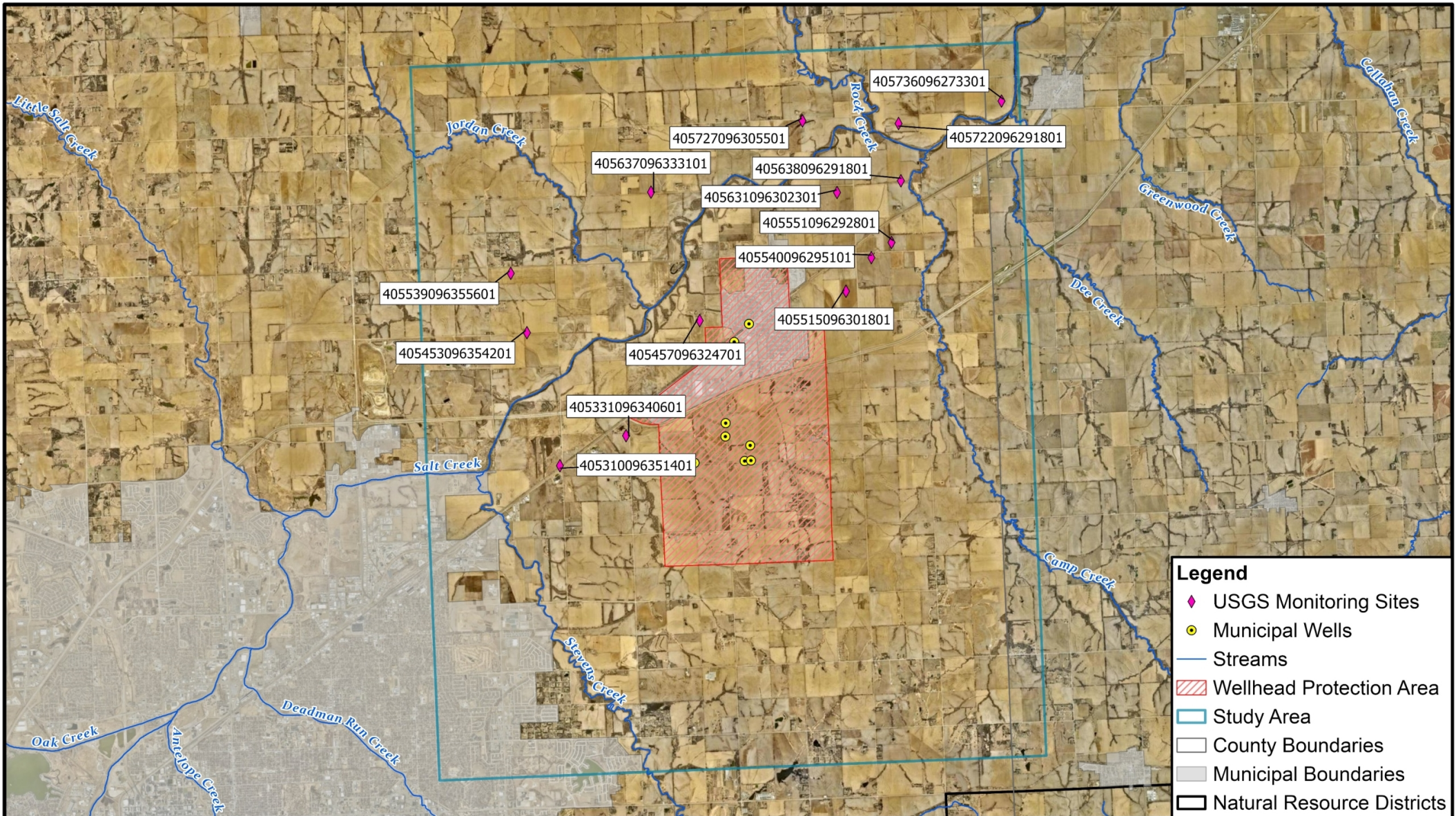
Flight Line L143501 Resistivity





— Pumping Water Level - - - Shutoff Level

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Legend

- ◆ USGS Monitoring Sites
- Municipal Wells
- Streams
- ▨ Wellhead Protection Area
- Study Area
- ▭ County Boundaries
- ▭ Municipal Boundaries
- ▭ Natural Resource Districts

PROJECT: 023-06619
DRAWN BY: JFH
DATE: November 16, 2023

Sources:
 Waverly: Well Information
 NDEE: Wellhead Protection Area
 USGS: National Hydrologic Dataset, Groundwater Monitoring Wells

N

0 5 10 20

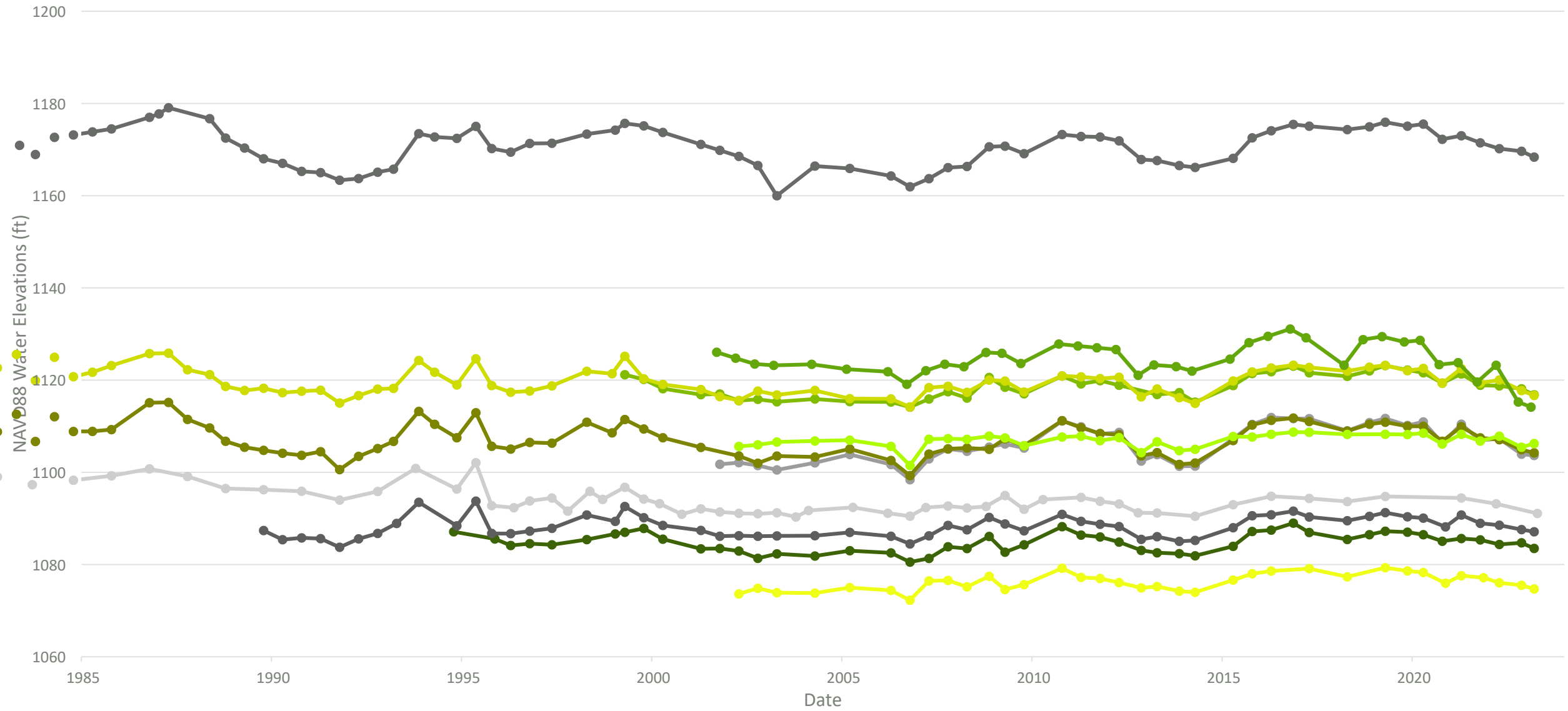
1 INCH = 1 MILES

Original Published Resolution
 NAD 1983 StatePlane Nebraska FIPS 2600
 Feet

USGS MONITORING LOCATIONS

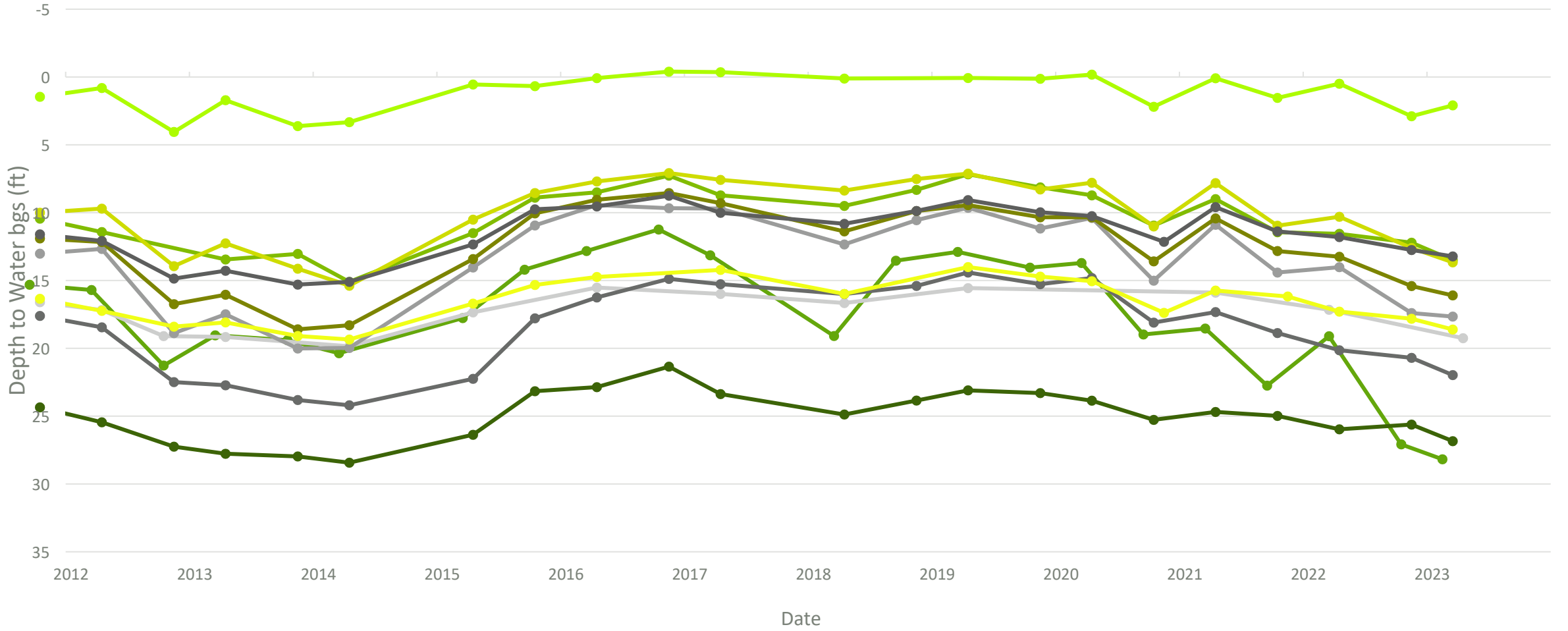
HYDROGEOLOGIC ASSESSMENT
 WAVERLY, NE





- 405310096351401
- 405331096340601
- 405453096354201
- 405457096324701
- 405515096301801
- 405539096355601
- 405540096295101
- 405551096292801
- 405631096302301
- 405637096333101
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- 405722096291801
- 405727096305501
- 405736096273301

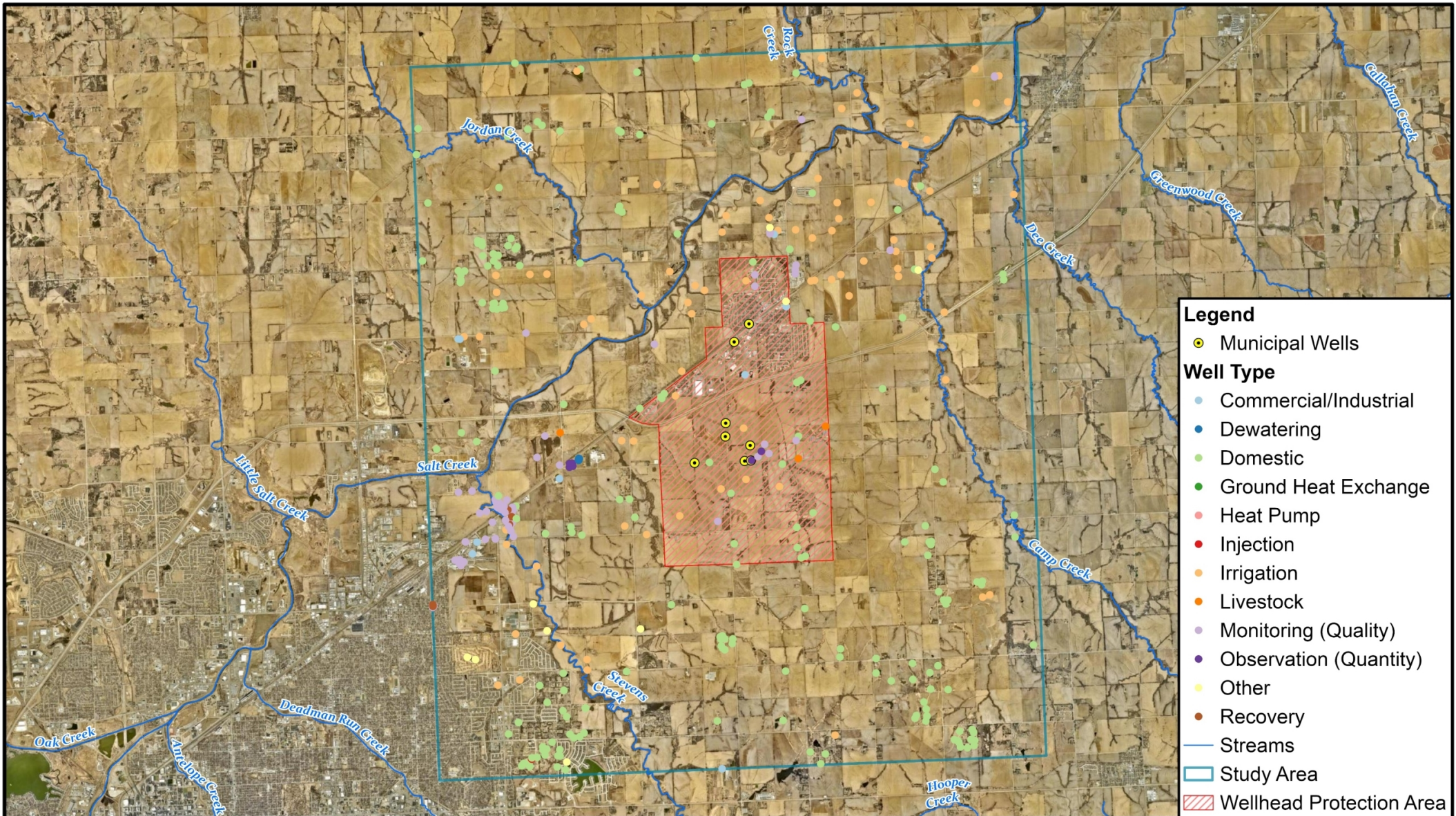




- 405310096351401 405331096340601 405453096354201 405457096324701 405515096301801 405539096355601 405540096295101
- 405551096292801 405631096302301 405637096333101 405638096291801 405722096291801 405727096305501 405736096273301



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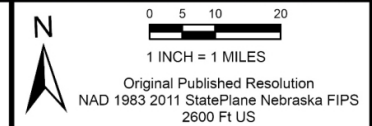
- Municipal Wells

Well Type

- Commercial/Industrial
- Dewatering
- Domestic
- Ground Heat Exchange
- Heat Pump
- Injection
- Irrigation
- Livestock
- Monitoring (Quality)
- Observation (Quantity)
- Other
- Recovery
- Streams
- Study Area
- ▨ Wellhead Protection Area

PROJECT: 023-06619
 DRAWN BY: JFH
 DATE: November 20, 2023

Sources:
 Waverly: Well Information
 NDEE: Wellhead Protection Area
 NDNR: Registered Well Database
 USGS: National Hydrologic Dataset

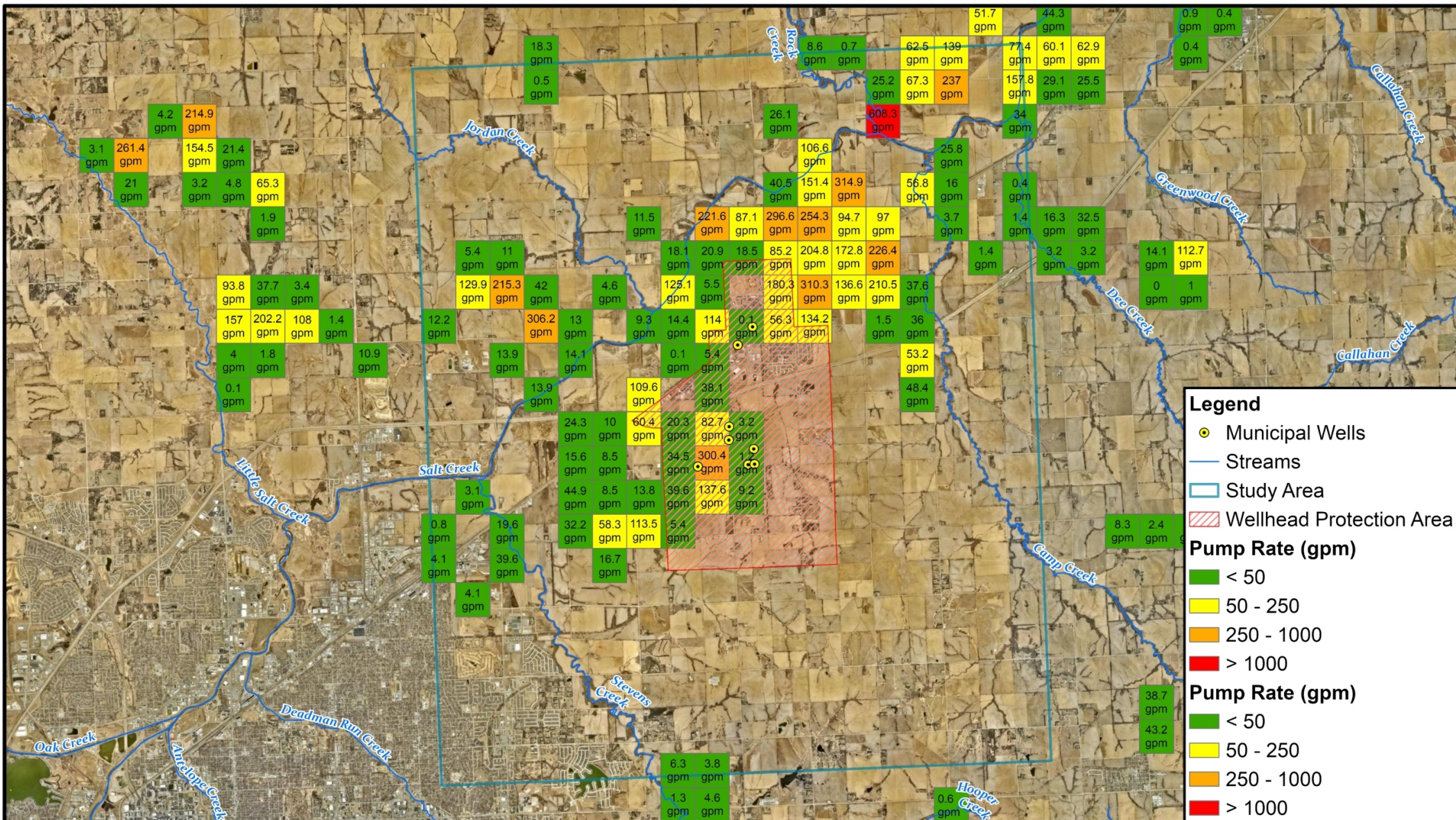


ACTIVE REGISTERED WELLS
 HYDROGEOLOGIC ASSESSMENT
 WAVERLY, NE



FIGURE
 4

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Legend

- Municipal Wells
- Streams
- Study Area
- Wellhead Protection Area

Pump Rate (gpm)

- < 50
- 50 - 250
- 250 - 1000
- > 1000

Pump Rate (gpm)

- < 50
- 50 - 250
- 250 - 1000
- > 1000

PROJECT: 023-06619
 DRAWN BY: JFH
 DATE: November 20, 2023

Sources:
 Waverly: Well Information
 LPMT: Pumping Information
 NDEE: Wellhead Protection Area
 USGS: National Hydrologic Dataset

N

0 5 10 20

1 INCH = 1 MILES

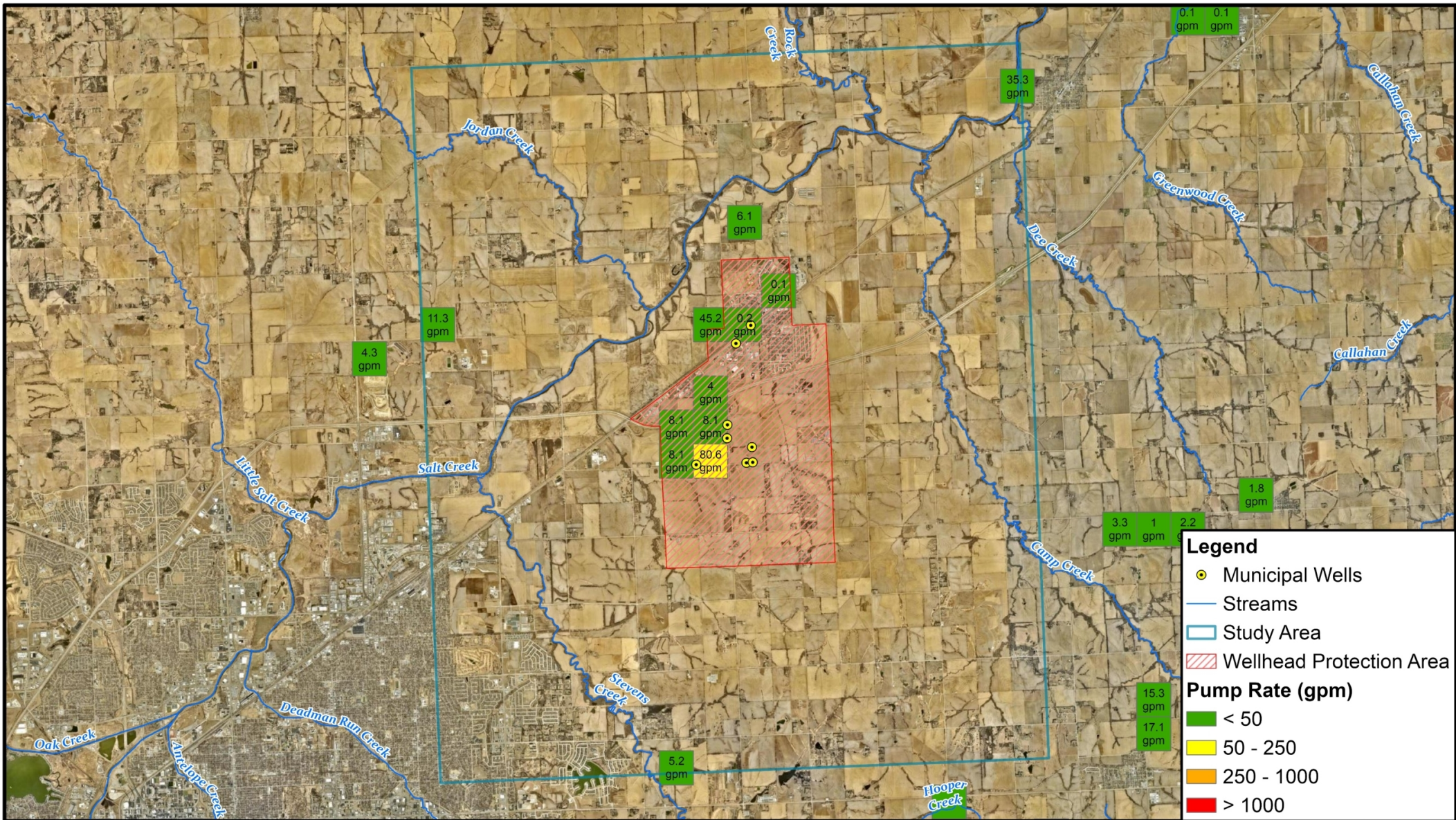
Original Published Resolution
 NAD 1983 2011 StatePlane Nebraska FIPS
 2600 FT US

**JULY 2020 PUMP RATE AS MODELED
 IN LPMT
 HYDROGEOLOGIC ASSESSMENT
 WAVERLY, NE**



FIGURE
5

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Legend

- Municipal Wells
- Streams
- Study Area
- Wellhead Protection Area

Pump Rate (gpm)

- < 50
- 50 - 250
- 250 - 1000
- > 1000

PROJECT: 023-06619
 DRAWN BY: JFH
 DATE: November 20, 2023

Sources:
 Waverly: Well Information
 LPMT: Pumping Information
 NDEE: Wellhead Protection Area
 USGS: National Hydrologic Dataset

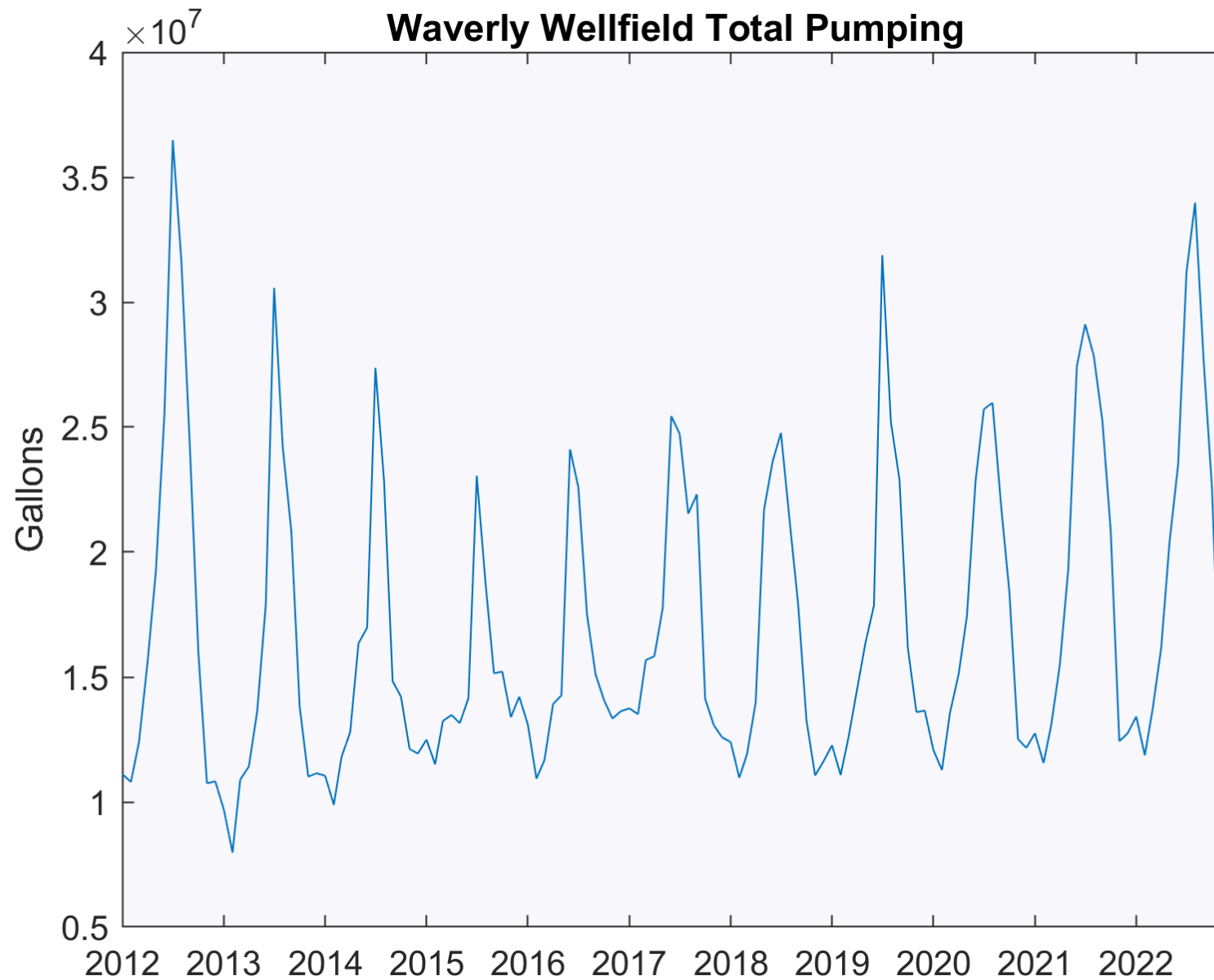
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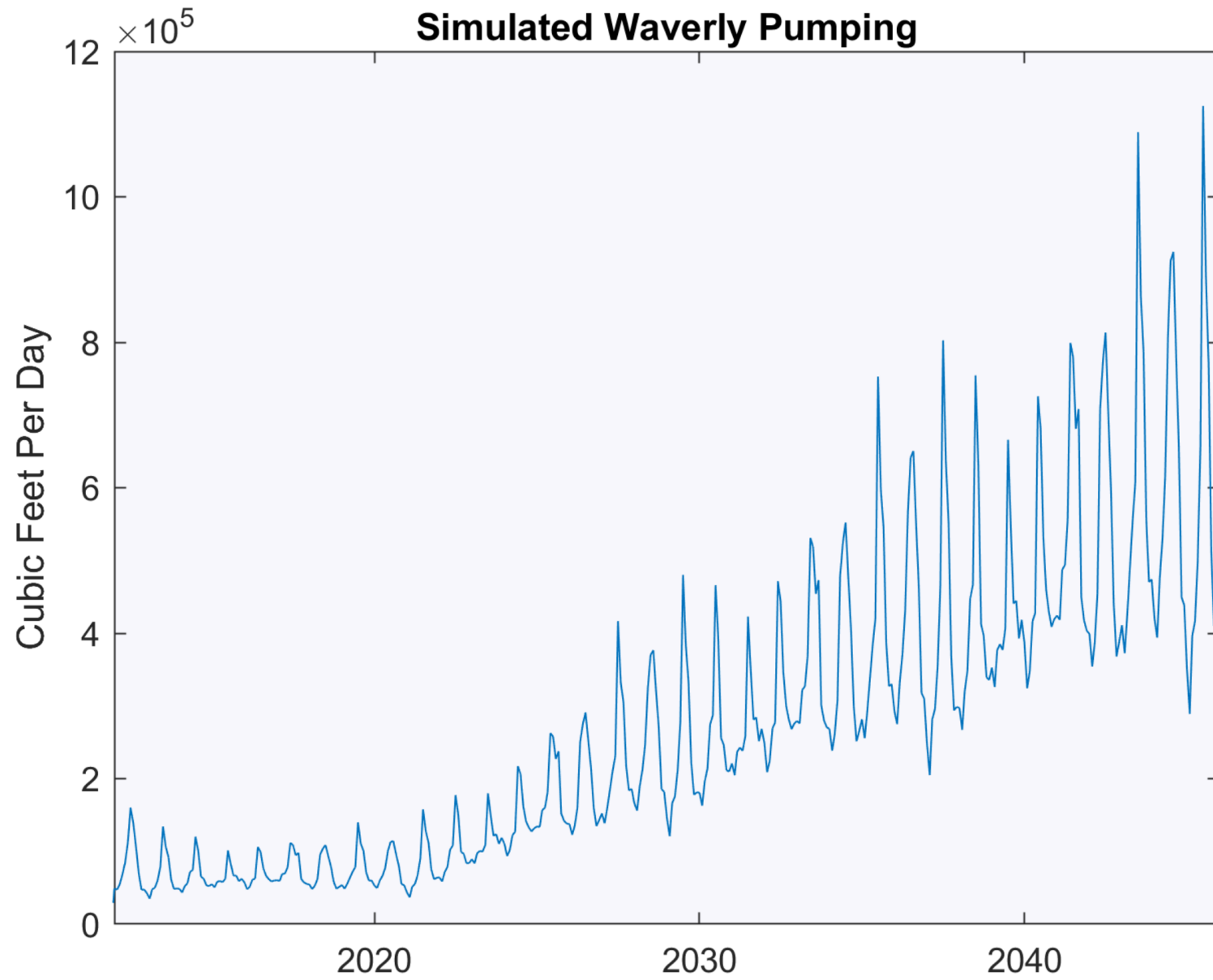
 1 INCH = 1 MILES
 Original Published Resolution
 NAD 1983 2011 StatePlane Nebraska FIPS
 2600 FT US

**DECEMBER 2020 PUMP RATE AS
 MODELED IN LPMT
 HYDROGEOLOGIC ASSESSMENT
 WAVERLY, NE**

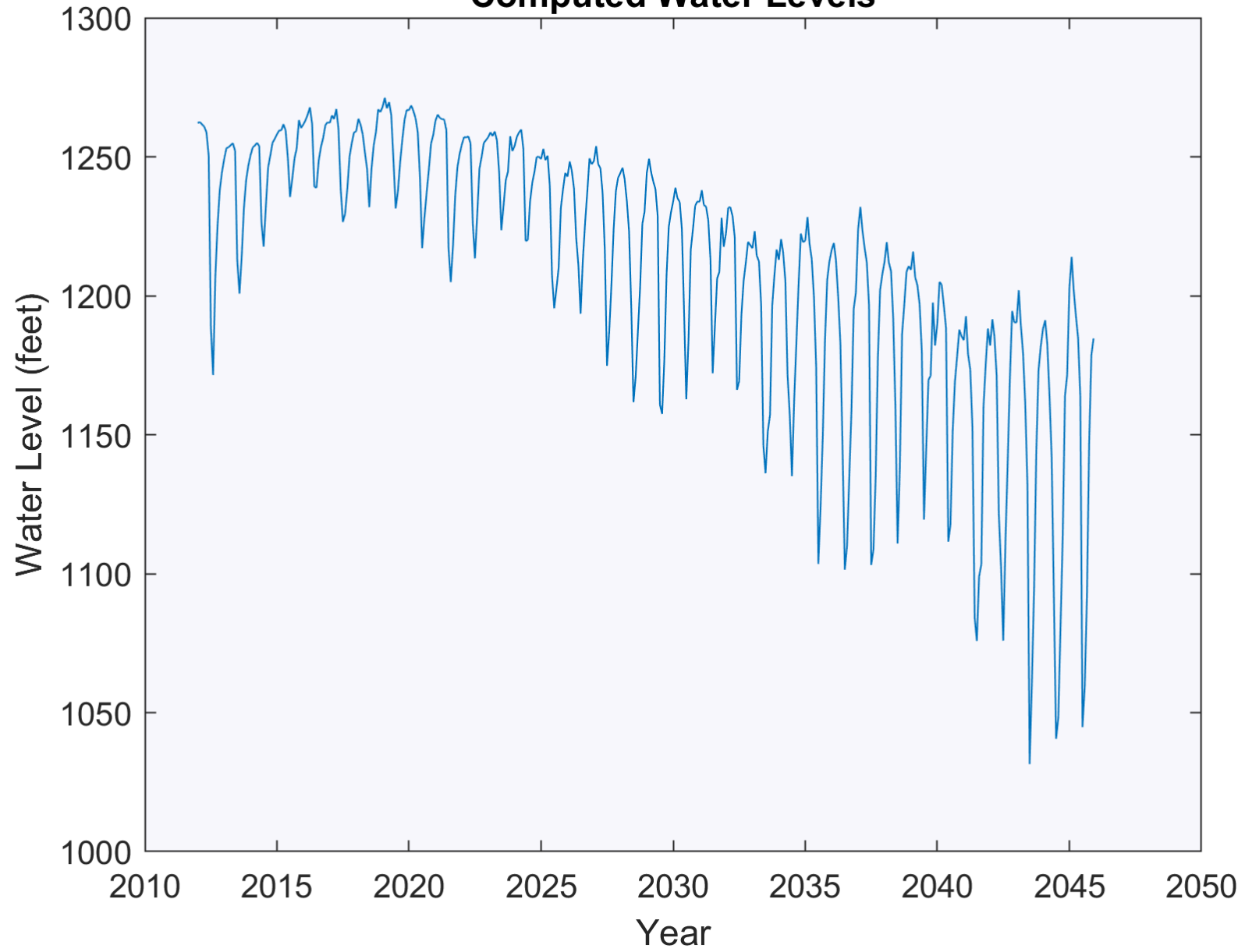


FIGURE
6





Computed Water Levels



Limitations

- Data Availability
- Inconsistencies in Bore Logs
- Resistivity Data Nonuniqueness and Nonlinearity in it's Relationship With Lithology
- Scale and Resolution of the Regional Model

Recommendations

- Developing a Subregional Groundwater Model
- Addressing Current Municipal Wells
- Adding New Municipal Wells

Develop a Subregional Groundwater Model

- More accurately represent the geologic complexity of the study area
- Timescale that is more useful for scheduling municipal water extraction
- A locally calibrated tool for management decisions regarding municipal well scheduling
- This tool would benefit the following two recommendations

Addressing Current Municipal Wells

NDNR Well Registration Number	Colloquial Well Number	Recommendations
G-068617	4	Consider reducing the pumping rate to keep the pumping water level above the shutoff level.
G-070134	5	Consider reducing the pumping rate to keep the pumping water level above the shutoff level.
G-070533	6	Consider redrilling this well to reconfigure with a shorter screened interval with a top elevation at greater depth than current; set the pump above the lowered screened interval.
G-070534	7	When this well is reconstructed, consider configuring with a shorter screened interval with a top elevation at greater depth than historical level. Set the pump above the lowered screened interval.
G-114724	8	No action at this time.
G-136114	9	Consider redrilling this well to reconfigure with a shorter screened interval with a top elevation at greater depth than current, set the pump above the lowered screened interval. Additionally, consider alternative locations for redrilling.
G-175276	10	No action at this time.
G-175275	11	Consider alternative locations for redrilling.

Adding New Municipal Well(s)

- Drilling test wells in potential areas
- Conducting aquifer pumping tests
- Constructing any additional wells with a shorter screened interval, pump set just above screen, and/or using a low pump rate



Questions?



MASTER AGREEMENT WORK ORDER

This exhibit dated November 22nd, 2023 is hereby attached to and made a part of the Master Agreement for Professional Services dated October 6th, 2023 between City of Waverly, Nebraska (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Waverly, Nebraska

Project Description: Well Siting Study

SCOPE OF SERVICES

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

Phase 100 – Analysis of Current Wells and Wellfield Area - \$2,500 TMNTE

- 1.1 Olsson will evaluate the existing wells, wellfield area (“study area”), and the hydrogeologic setting to identify potential locations for additional wells, considering the current water extraction and distribution infrastructure.
- 1.2 Olsson will utilize available AEM (Airborne Electromagnetic) data and borehole log data in the study area for a comprehensive assessment of the existing wellfield area.

Phase 200 – Identify Potential Additional Sites - \$2,500 TMNTE

- 2.1 Olsson will investigate additional sites based on their aquifer properties and water availability. Olsson will evaluate the Camp Creek area to the East of Waverly, the Salt Creek area to the North of Waverly, and the confluence area of Salt, Camp, and Rock Creeks to the Northeast of Waverly within the study area to evaluate the potential of each site as an additional wellfield area. Olsson will evaluate the potential for sufficient groundwater sources within the Camp Creek area, the Salt Creek area, and the confluence area of the Salt, Camp, and Rock Creeks, considering factors such as groundwater availability, water level trends, borehole logs, and AEM data.

Deliverable: Technical memo and associated maps describing hydrogeologic information collected and identifying potential locations for test wells in areas where available data suggests promising aquifer properties within the existing wellfield infrastructure and potential additional sites.

Phase 300 – Project Management and Presentation \$1,000 TMNTE

- 3.1 Olsson will manage project scope, fees, and schedule and establish channels of communication with the Client, including one virtual meeting with the Client. Olsson will prepare monthly invoices.
- 3.2 Olsson will present conclusions regarding potential test well placements within the existing wellfield and at other potential groundwater sources outside the existing wellfield at a city council meeting.

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: 12/04/2023
Anticipated Completion Date: 03/29/2023

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule

attached to this agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.
Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$6,000.

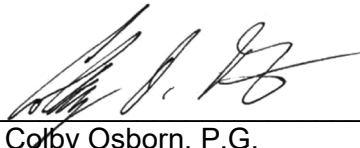
TERMS AND CONDITIONS OF SERVICE

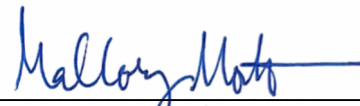
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Stephanie Fisher.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Colby Osborn, P.G.

By  _____
Mallory Morton, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

City of Waverly

By _____
Signature

Print Name _____

Title _____

Dated: _____

SITE SAFETY AND SITE CONDITIONS CHECKLIST

CUSTOMER NAME: Waverly Public Works
QUOTATION DATE: 11/15/23
PROJECT DESCRIPTION: Well #6 Pump Pull, Video Survey, and Pump Installation Quote

Please check any of the following site safety or general site concerns that may apply to the above referenced project, provide a brief explanation, and return with signed Confirming Order.

Overhead power, power drops, or other electrical concerns: _____

If power issues exist, can they be disconnected?: _____

Is there a grounding system available to tie into if a generator is required for the work?:

Site access concerns or challenges for service equipment: _____

Confined space issues: _____

Rooftop access hatch or building removal required: _____

Work hours restrictions: _____

Is there a water supply source available other than the well being worked on: _____

Other issues / concerns: _____



TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Waverly, NE** (“Owner”) and **Rieschick Drilling Company** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Waverly Well #7 Replacement Project, Waverly, Nebraska**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project work shall consist of furnishing all labor, materials, and equipment for drilling a new water supply well. The well shall be a submersible type well with a pitless adapter. The well shall be bored to the approximate depths as shown on the plans utilizing the reverse rotary circulation method. Wire wound stainless steel well screen and PVC well casing shall be 16-inch inside diameter. All well parameters shown on the plans and described in the specifications are based upon the previous well design and are to be confirmed by the contractor upon completion of a successful test hole and well at the site. The project shall also consist of the construction of a concrete valve vault, flow meter, and associated equipment as depicted on the plans and described further in the specifications.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Olsson (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **March 1, 2024** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 1, 2024**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction

observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work other than Unit Price Work, a lump sum of **\$455,555.50**.
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **98** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **128** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
 - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
 - A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
 - A. All amounts not paid when due will bear interest at the current rate percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Bid Form
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the project manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of **14** sheets with each sheet bearing the following general title: **Waverly Well #7**.
 - 8. Drawings listed on the attached sheet index.
 - 9. Addenda (numbers **1** to **2**, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:
City of Waverly, Nebraska
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____
(If City of Waverly is a corporation, attach evidence of authority to sign. If City of Waverly is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Rieschick Drilling Co.
(typed or printed name of organization)

By: Kathy Rieschick
(individual's signature)

Date: _____
(date signed)

Name: Kathy Rieschick
(typed or printed)

Title: President
(typed or printed)

(If Rieschick Drilling Company is a corporation, a partnership, or a joint venture, attach evidence of

Attest: [Signature]
(individual's signature)

Title: Vice President
(typed or printed)

Address for giving notices:
70656 649 Ave.
Falls City, NE 68355

Designated Representative:
Name: Andrew Rieschick
(typed or printed)

Title: VicePres. / Eng.
(typed or printed)

Address:
70656 649 Ave.
Falls City, NE 68355

Phone: 402-801-1452

Email: andrew@rieschickdrilling.com

License No.: 39587
(where applicable)

State: Nebraska

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. **COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. **HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. **DAMAGE TO PREMISES RENTED TO YOU**

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. **MEDICAL PAYMENTS – INCREASED LIMITS**

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

Section II - Covered Autos Liability Coverage is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. The most we will pay on behalf of the additional "insured" is the amount of insurance:
 - a. Required by the written contract or agreement described above, or
 - b. Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;
 whichever is less.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:
 1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.
 2. Any organization you acquire, or form will not be considered an "insured" if:
 - a. The organization is a partnership or a limited liability company; or
 - b. That organization is covered under other similar insurance.

3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

D. SUPPLEMENTARY PAYMENTS

Section II - Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. TOWING AND LABOR

Section III - Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive Coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

H. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, and data electronic equipment signals in any one loss is \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage**.

I. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you lease, hire, rent or borrow subject to the following limit and deductible:

1. The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use Expenses** of a hired "auto" to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

J. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others that was damaged while in or on your covered "auto" at the time of a covered "auto" loss.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day, subject to a \$1,500 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the Physical Damage – Transportation Expense coverage extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or Mischief or Vandalism; or
 - b. All Perils
 - c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

N. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

O. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

P. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

R. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

S. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

This provision applies to "autos" owned by the insured and covered by this policy.

PERFORMANCE BOND No. 146783

<p>Contractor Name: Rieschick Drilling Company Address (<i>principal place of business</i>): 70656 649 Avenue Falls City, Nebraska 68355</p>	<p>Surety Name: Universal Surety Company Address (<i>principal place of business</i>): P.O. Box 80468 Lincoln, NE 68501</p>
<p>Owner Name: City of Waverly Mailing address (<i>principal place of business</i>): 14130 Lancashire Street Waverly, Nebraska 68463</p>	<p>Contract Description (<i>name and location</i>): Waverly Well #7 Replacement Project Waverly, NE Contract Price: \$455,555.50 Effective Date of Contract:</p>
<p>Bond Bond Amount: \$455,555.50 Date of Bond: (<i>Date of Bond cannot be earlier than Effective Date of Contract</i>) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Rieschick Drilling Company, Inc. _____ (<i>Full formal name of Contractor</i>)</p>	<p>Surety Universal Surety Company _____ (<i>Full formal name of Surety</i>) (<i>corporate seal</i>)</p>
<p>By: <u><i>Kathy Rieschick</i></u> _____ (<i>Signature</i>)</p>	<p>By: <u><i>Joan Leu</i></u> _____ (<i>Signature</i>) (<i>Attach Power of Attorney</i>)</p>
<p>Name: <u><i>Kathy Rieschick</i></u> _____ (<i>Printed or typed</i>)</p>	<p>Name: <u>Joan Leu</u> _____ (<i>Printed or typed</i>)</p>
<p>Title: <u><i>President</i></u> _____</p>	<p>Title: <u>Attorney-in-Fact</u> _____</p>
<p>Attest: <u><i>Andrew Rieschick</i></u> _____ (<i>Signature</i>)</p>	<p>Attest: <u><i>Julie Kracl</i></u> _____ (<i>Signature</i>)</p>
<p>Name: <u><i>Andrew Rieschick</i></u> _____ (<i>Printed or typed</i>)</p>	<p>Name: <u>Julie Kracl</u> _____ (<i>Printed or typed</i>)</p>
<p>Title: <u><i>Vice President</i></u> _____</p>	<p>Title: <u>Witness</u> _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

EJCDC® C-610, Performance Bond.

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statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: [Describe modification or enter "None"]

PAYMENT BOND No. 146783

<p>Contractor Name: Rieschick Drilling Company Address (<i>principal place of business</i>): 70656 649 Avenue Falls City, Nebraska 68355</p>	<p>Surety Name: Universal Surety Company Address (<i>principal place of business</i>): P.O. Box 80468 Lincoln, NE 68501</p>
<p>Owner Name: City of Waverly Mailing address (<i>principal place of business</i>): 14130 Lancashire Street Waverly, Nebraska 68463</p>	<p>Contract Description (<i>name and location</i>): Waverly Well #7 Replacement Project Waverly, NE Contract Price: \$455,555.50 Effective Date of Contract:</p>
<p>Bond Bond Amount: \$455,555.50 Date of Bond: (<i>Date of Bond cannot be earlier than Effective Date of Contract</i>) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Rieschick Drilling Company, Inc. <small>(Full formal name of Contractor)</small></p>	<p>Surety Universal Surety Company <small>(Full formal name of Surety) (Corporate seal)</small></p>
<p>By: <u><i>Kathy Rieschick</i></u> <small>(Signature)</small></p>	<p>By: <u><i>Joan Leu</i></u> <small>(Signature) (Attach Power of Attorney)</small></p>
<p>Name: <u><i>Kathy Rieschick</i></u> <small>(Printed or typed)</small></p>	<p>Name: <u>Joan Leu</u> <small>(Printed or typed)</small></p>
<p>Title: <u><i>President</i></u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u><i>Andrew Rieschick</i></u> <small>(Signature)</small></p>	<p>Attest: <u><i>Julie Kracl</i></u> <small>(Signature)</small></p>
<p>Name: <u><i>Andrew Rieschick</i></u> <small>(Printed or typed)</small></p>	<p>Name: <u>Julie Kracl</u> <small>(Printed or typed)</small></p>
<p>Title: <u><i>Vice President</i></u></p>	<p>Title: <u>Witness</u></p>
<p><small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

EJCDC® C-615, Payment Bond.

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: [**Describe modification or enter “None”**]

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety; Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter

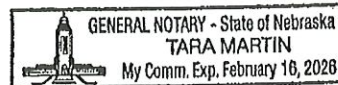


State of Nebraska } Secretary/Treasurer
County of } ss. Lancaster
By

President

On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this _____ day of _____, 20 _____.

Philip C. Abel

Director



City of Waverly
14130 Lancashire
Waverly, NE 68462
Telephone (402) 786-2312



Associate Administrator for Railroad Safety
Office of Railroad Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE
Mail Stop 25
Washington, DC 20590

October 20, 2023

5- Year Quiet Zone Affirmation

Name: Waverly Quiet Zone, 148th Street & 141st Street

The City of Waverly, NE is hereby affirming that the **Waverly Quiet Zone** continues to conform to the requirements of the *Final Rule*. Routine locomotive horn use at the crossings mentioned above ceased on September 11, 2013. The Waverly Quiet Zones imposed a 24-hour restriction on routine sounding of locomotive horns within its respective area. It was created pursuant to 49 CFR Sec. 222.39 (a) (1) by implementing Medians or Channelization Devices with gates as Supplementary Safety Measures (SSM's) at every public highway-rail grade crossing within the new quiet zone.

Following are the public crossings within the Waverly Quiet Zone in Lancaster County, Nebraska and the Supplementary Safety Measures in place.

US DOT Inventory Number	Street or Highway	Railroad Milepost	SSM Type
074940T	North 141 st Street	0047.733	Gates with Medians
074942G	North 148 th Street	0047.185	Gates with Medians

Up-to-date Grade Crossing Inventory Forms for the crossing are also provided, that reflect the current conditions to the best of our knowledge in this quiet zone. The BNSF Railway will need to check their background data to complete the updated inventory forms.

Also included is a signed statement by the Mayor of the City of Waverly certifying that the information submitted is accurate and complete to their best knowledge and belief.

Each approach to the at-grade crossings is also signed with the required "No Train Horn" (W10-9P) sign below the Highway-Rail Grade Crossing Advance-Warning Symbol Signs (W10-1) in compliance with the Manual on Uniform Traffic Control Devices (MUTCD).

The designated contact person for monitoring compliance for the Waverly Quiet Zone and preferred method of contact for this existing quiet zone is:

Ms. Stephanie Fisher
City Administrator
City of Waverly
PO Box 427
14130 Lancashire
Waverly, NE 68462
(402) 786-2312
stephanief@citywaverly.com

5-YEAR QUIET ZONE AFFIRMATION
WAVERLY QUIET ZONE
WAVERLY, NEBRASKA

Notice is hereby given by the City of Waverly to:

Associate Administrator for Railroad Safety
Office of Railroad Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE
Mail Stop 25
Washington, DC 20590

Mr. Howard Gillespie
Manager for Grade Crossing Safety & Trespass Prevention
Federal Railroad Administration
901 Locust Street, Suite 464
Kansas City, MO 64106

Mr. French F. Thompson, III
Director of Public Projects & System Design
BNSF Railway Company
Operations Office Bldg. 3rd FL
Fort Worth, Texas 76131

Kara Brockamp, Manager of Public Projects
BNSF Railway Company
4515 Kansas Ave.
Kansas City, KS 66106

Mr. Travis Haberman
Nebraska Department of Transportation
1500 Nebraska Parkway
Lincoln, Nebraska 68502-5480

Mr. Roger Figard
Executive Director
Lincoln/Lancaster County Railroad Transportation Safety District
949 West Bond Street, Suite 200
Lincoln, NE 68521

Mr. Bill Gerdes
Mayor, City of Waverly, NE
PO Box 427
14130 Lancashire
Waverly, NE 68462

Mr. Doug Holle
The Schemmer Associates Inc.
333 South 21st Street, Suite 102
Lincoln, NE 68508

Chief Executive Officer Statement- City of Waverly

STATEMENT BY THE MAYOR OF WAVERLY, NEBRASKA
REGARDING THE NOTICE OF QUIET ZONE AFFIRMATION

I, Bill Gerdes, am the Mayor of Waverly, Nebraska, and my duties include the overall management for the City and its operations. In my capacity as Mayor, I hereby certify that the information submitted by the Lincoln-Lancaster County Railroad Transportation Safety District and the City of Waverly as part of the Notice of Quiet Zone Affirmation in continuing the **Waverly Quiet Zone** is accurate and complete to the best of my knowledge and belief.

Date

Bill Gerdes
Mayor

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail Remove 'x' (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 27 / 2023 10/20/2023	B. Reporting Agency <input type="checkbox"/> Railroad <input type="checkbox"/> Transit <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	C. Reason for Update (Select only one) <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> Re-Open <input type="checkbox"/> New Crossing <input type="checkbox"/> Date Change Only <input type="checkbox"/> Closed <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Admin. Correction <input checked="" style="border: 1px solid red; padding: 2px;" type="checkbox"/> Quiet Zone Update	D. DOT Crossing Inventory Number 074940T
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA		3. County LANCASTER	
4. City / Municipality <input checked="" type="checkbox"/> In <input type="checkbox"/> Near WAVERLY		5. Street/Road Name & Block Number N 141ST ST (Street/Road Name) * (Block Number)		6. Highway Type & No. 3365	
7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Specify RR ATK		
9. Railroad Division or Region <input type="checkbox"/> None HEARTLAND		10. Railroad Subdivision or District <input type="checkbox"/> None CRESTON		11. Branch or Line Name <input type="checkbox"/> None CRESTON-LINCOLN	
12. RR Milepost 0047.733 (prefix) (nnnn.nnn) (suffix)		13. Line Segment * 2		14. Nearest RR Timetable Station * WAVERLY	
15. Parent RR (if applicable) <input checked="" type="checkbox"/> N/A		16. Crossing Owner (if applicable) <input type="checkbox"/> N/A BNSF		17. Crossing Type <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
18. Crossing Purpose <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.		19. Crossing Position <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over		20. Public Access (if Private Crossing) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. Type of Train <input checked="" type="checkbox"/> Freight <input checked="" type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter		<input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Tourist/Other		22. Average Passenger Train Count Per Day <input type="checkbox"/> Less Than One Per Day <input checked="" type="checkbox"/> Number Per Day 2	
23. Type of Land Use <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) <input type="checkbox"/> No <input checked="" type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused Date Established 9/12/2013 12:00:0		
26. HSR Corridor ID <input checked="" type="checkbox"/> N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 40.9160655		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -96.529650	
29. Lat/Long Source <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use *			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use * NOE 9/11/2013			
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Yet			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-832-5452		34. Railroad Contact (Telephone No.) 817-352-1549		35. State Contact (Telephone No.) 402-479-4515	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 22	1.B. Total Night Thru Trains (6 PM to 6 AM) 22	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day How many trains per week? <input type="checkbox"/>
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 79 3.B. Typical Speed Range Over Crossing (mph) From 1 to 79		
4. Type and Count of Tracks Main 2 Siding 1 Yard 1 Transit 0 Industry 0				
5. Train Detection (Main Track only) <input checked="" type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input type="checkbox"/> None				
6. Is Track Signaled? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7.A. Event Recorder <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7.B. Remote Health Monitoring <input type="checkbox"/> Yes <input type="checkbox"/> No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/27/2023		PAGE 2		D. Crossing Inventory Number (7 char.) 0749401	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0 3		2.B. STOP Signs (R1-1) (count) 0 2	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; list count) 1 None <input checked="" type="checkbox"/> W10-1 2 <input type="checkbox"/> W10-3 1 <input checked="" type="checkbox"/> W10-11 1 <input checked="" type="checkbox"/> W10-2 2 <input type="checkbox"/> W10-4 1 <input type="checkbox"/> W10-12	
2.E. Low Ground Clearance Sign (W10-5) <input type="checkbox"/> Yes (count _____) <input checked="" type="checkbox"/> No		2.F. Pavement Markings <input checked="" type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input checked="" type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None		2.G. Channelization Devices/Medians (R15-3) <input checked="" type="checkbox"/> All Approaches <input checked="" type="checkbox"/> Median <input type="checkbox"/> One Approach <input type="checkbox"/> None <input checked="" type="checkbox"/> No	
2.J. Other MUTCD Signs Specify Type W10-9P Count 7 Specify Type R8-8 Count 1 Specify Type R4-7 Count 2		2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input type="checkbox"/> No	2.L. LED Enhanced Signs (List types)		
3. Types of Traffic Control Warning Devices at Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arm and Gate Configuration (count) Roadway 2 Pedestrian _____ <input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance <input type="checkbox"/> 3 Quad <input type="checkbox"/> Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 1 <input type="checkbox"/> Incandescent Not Over Traffic Lane 0 <input checked="" type="checkbox"/> LED		3.D. Mast Mounted Flashing Lights (count of masts) 3 <input type="checkbox"/> Incandescent <input checked="" type="checkbox"/> LED <input checked="" type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ <input checked="" type="checkbox"/> Not Required		3.G. Wayside Horn <input type="checkbox"/> Yes Installed on (MM/YYYY) ____/____/____ <input checked="" type="checkbox"/> No		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.J. Non-Train Active Warning <input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input checked="" type="checkbox"/> None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____	
4.A. Does nearby Hwy Intersection have Traffic Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		4.B. Hwy Traffic Signal Interconnection <input checked="" type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs	4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance	5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storage Distance * _____ Stop Line Distance * _____	6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input checked="" type="checkbox"/> None
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 3 <input type="checkbox"/> One-way Traffic <input checked="" type="checkbox"/> Two-way Traffic <input type="checkbox"/> Divided Traffic		2. Is Roadway/Pathway Paved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Does Track Run Down a Street? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * 65 Length * 73 <input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input checked="" type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Approximate Distance (feet) 80			7. Smallest Crossing Angle <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°		8. Is Commercial Power Available? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Part V: Public Highway Information					
1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input checked="" type="checkbox"/> (03) Federal AID, Not NHS <input type="checkbox"/> (08) Non-Federal AID		2. Functional Classification of Road at Crossing <input checked="" type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input checked="" type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input type="checkbox"/> (4) Minor Arterial <input type="checkbox"/> (7) Local		3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7. Annual Average Daily Traffic (AADT) Year 2022 AADT 3800 4245 2023		8. Estimated Percent Trucks 05 02.1 %	9. Regularly Used by School Buses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Average Number per Day 3		4. Highway Speed Limit 25 MPH <input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory
5. Linear Referencing System (LRS Route ID) *					
6. LRS Milepost *					
10. Emergency Services Route <input type="checkbox"/> Yes <input type="checkbox"/> No					
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____		Organization City of Waverly		Phone 402-786-2312 Date 10-23-23	
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III item 2.k. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 08 / 03 / 2021 10/20/2023	B. Reporting Agency <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other	C. Reason for Update (Select only one) <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> Re-Open <input type="checkbox"/> New Crossing <input type="checkbox"/> Date Change Only <input type="checkbox"/> Closed <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Admin. Correction	<input checked="" type="checkbox"/> Quiet Zone Update	D. DOT Crossing Inventory Number 074942G
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Part I: Location and Classification Information

1. Primary Operating Railroad BNSF Railway Company [BNSF]		2. State NEBRASKA		3. County LANCASTER	
4. City / Municipality <input type="checkbox"/> In <input checked="" type="checkbox"/> Near WAVERLY		5. Street/Road Name & Block Number N 148TH ST (Street/Road Name) * (Block Number)		6. Highway Type & No. Not Yet Reported by State	
7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Specify RR ATK		
9. Railroad Division or Region <input type="checkbox"/> None HEARTLAND		10. Railroad Subdivision or District <input type="checkbox"/> None CRESTON		11. Branch or Line Name <input type="checkbox"/> None BRANCH	
12. RR Milepost 0047.186 (prefix) (nnnn.nnn) (suffix)		13. Line Segment * 2		14. Nearest RR Timetable Station * WAVERLY	
15. Parent RR (if applicable) <input checked="" type="checkbox"/> N/A		16. Crossing Owner (if applicable) <input type="checkbox"/> N/A BNSF		17. Crossing Type <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
18. Crossing Purpose <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.		19. Crossing Position <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over		20. Public Access (if Private Crossing) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. Type of Train <input checked="" type="checkbox"/> Freight <input checked="" type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter		<input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Tourist/Other		22. Average Passenger Train Count Per Day <input type="checkbox"/> Less Than One Per Day <input checked="" type="checkbox"/> Number Per Day 2	
23. Type of Land Use <input checked="" type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) <input type="checkbox"/> No <input checked="" type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused Date Established 9/12/2013 12:00:0		
26. HSR Corridor ID <input checked="" type="checkbox"/> N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 40.9205917		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -96.520938	
29. Lat/Long Source <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated					
30.A. Railroad Use *			31.A. State Use *		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use * NOE 9/11/2013		
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Yet			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-832-5452		34. Railroad Contact (Telephone No.) 817-352-1549		35. State Contact (Telephone No.) 402-479-4515	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 22	1.B. Total Night Thru Trains (6 PM to 6 AM) 22	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day <input type="checkbox"/> How many trains per week? _____
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 79 3.B. Typical Speed Range Over Crossing (mph) From 1 to 79		
4. Type and Count of Tracks Main 2 Siding 0 Yard 0 Transit 0 Industry 1				
5. Train Detection (Main Track only) <input checked="" type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input type="checkbox"/> None				
6. Is Track Signaled? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7.A. Event Recorder <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7.B. Remote Health Monitoring <input type="checkbox"/> Yes <input type="checkbox"/> No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 08/03/2021		PAGE 2		D. Crossing Inventory Number (7 char.) 074942G		
Part III: Highway or Pathway Traffic Control Device Information						
1. Are there Signs or Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
2.A. Crossbuck Assemblies (count) 2		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; de count) <input checked="" type="checkbox"/> W10-1 2 <input type="checkbox"/> W10-3 <input checked="" type="checkbox"/> W10-11 2 <input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12		
2.E. Low Ground Clearance Sign (W10-5) <input type="checkbox"/> Yes (count) <input checked="" type="checkbox"/> No		2.F. Pavement Markings <input checked="" type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input checked="" type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None		2.G. Channelization Devices/Medians <input checked="" type="checkbox"/> All Approaches <input checked="" type="checkbox"/> Median <input type="checkbox"/> One Approach <input type="checkbox"/> None	2.H. EXEMPT Sign (R15-3) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2.I. ENS Sign (I-13) Displayed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.J. Other M... Specify Type W10-9P Count 1 4 Specify Type R15-2P Count 2 Specify Type R4-7 Count 2		2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input type="checkbox"/> No	2.L. LED Enhanced Signs (List types)			
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)						
3.A. Gate Arms (count) Roadway 2 Pedestrian	3.B. Gate Configuration <input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance <input type="checkbox"/> 3 Quad <input type="checkbox"/> Median Gates	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 <input type="checkbox"/> Incandescent Not Over Traffic Lane 0 <input type="checkbox"/> LED		3.D. Mast Mounted Flashing Lights (count of masts) 2 <input type="checkbox"/> Incandescent <input checked="" type="checkbox"/> LED <input checked="" type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included	3.E. Total Count of Flashing Light Pairs 4	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) / / <input type="checkbox"/> Not Required		3.G. Wayside Horn <input type="checkbox"/> Yes Installed on (MM/YYYY) / / <input checked="" type="checkbox"/> No		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.I. Bells (count) 1	
3.J. Non-Train Active Warning <input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input checked="" type="checkbox"/> None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type		
4.A. Does nearby Hwy Intersection have Traffic Signals? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4.B. Hwy Traffic Signal Interconnection <input checked="" type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs	4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance	5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storage Distance * Stop Line Distance *	6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input checked="" type="checkbox"/> None		
Part IV: Physical Characteristics						
1. Traffic Lanes Crossing Railroad Number of Lanes 2 <input type="checkbox"/> One-way Traffic <input checked="" type="checkbox"/> Two-way Traffic <input type="checkbox"/> Divided Traffic		2. Is Roadway/Pathway Paved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Does Track Run Down a Street? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) / / Width * 77 Length * 40 <input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input checked="" type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify)						
6. Intersecting Roadway within 500 feet? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Approximate Distance (feet) 100'		7. Smallest Crossing Angle <input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°		8. Is Commercial Power Available? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Part V: Public Highway Information						
1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input type="checkbox"/> (03) Federal AID, Not NHS <input checked="" type="checkbox"/> (08) Non-Federal Aid		2. Functional Classification of Road at Crossing <input checked="" type="checkbox"/> (0) Rural <input type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input type="checkbox"/> (4) Minor Arterial <input checked="" type="checkbox"/> (7) Local		3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Highway Speed Limit 50 35 MPH <input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory	
5. Linear Referencing System (LRS Route ID) *						
6. LRS Milepost *						
7. Annual Average Daily Traffic (AADT) Year 1993 AADT 1350 2082		8. Estimated Percent Trucks 15 12.2 %	9. Regularly Used by School Buses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Average Number per Day		10. Emergency Services Route <input type="checkbox"/> Yes <input type="checkbox"/> No	
Submission Information - This information is used for administrative purposes and is not available on the public website.						
Submitted by		Organization City of Waverly		Phone 402-786-2312	Date 10-23-23	
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.						



RDO TRUCK CENTERS, LLC
13924 VALLEY RIDGE DRIVE
OMAHA, NE 68138
(402) 331-7700 • (800) 642-1299 • (402) 331-8574

2648

Name CITY OF WAVERLY	Stock No. CS50746	Salesman LOGAN L MAHALEK
Street PO BOX 427	Date 11/28/2023	
City WAVERLY	State NE	Zip Code 68462
Invoice # 2648	In-Transit # 2011609	
Year 2020	Make HINO	Series 338
	Body DUMP	Color WHITE
Serial No. 5PVNV8JG5L5S50746	Phone 402/786-2312	

SOLD AS IS	Cash Price	97000.00
	Trade Allowance	N/A
	Cash Difference	97000.00
	Sales Tax	N/A
	Federal Excise Tax	N/A
	License and Title Fee	N/A
	Extended Warranty	N/A
	Amount Owing on Trade	N/A
	Total Balance	97000.00
	Deposit with Order	N/A
	Unpaid Balance	97000.00
	Paid on Delivery	97000.00
	Amount Financed	N/A
	Check # / Cash	N/A

TRADE INFORMATION

Make _____ Model _____
 Year _____ Body Type _____

VIN _____

Buyer's Signature _____ Buyer certifies that all pollution equipment on trade-in is intact and in operating condition.

X _____ Date **11/28/2023**

DEALER'S DISCLAIMER OF WARRANTY

Any warranties on the VEHICLE sold are those of the manufacturer. As between YOU (the DEALER) and ME (the BUYER) the VEHICLE is being sold "AS IS". I am taking the entire risk as to the quality and performance of the VEHICLE. I understand that YOU expressly disclaim all warranties either express or implied, including any implied warranty of VEHICLE. YOUR disclaimer in no way affects the terms of the manufacturer's warranty, if any. I received this information before the sale.

Buyer's Signature _____

X _____ Date **11/28/2023**

Lienholder's Name _____

Lienholder's Address _____

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understand of any nature. I certify that no credit has been extended to me for the purchase of this motor VEHICLE except as appears in writing on the face of this CONTRACT.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in this dealership on the date noted at top of this form. If YOU are arranging credit for ME, this CONTRACT is not valid until a credit disclosure is made as described Regulation Z and I have accepted the credit extended.

IMPORTANT: I UNDERSTAND THAT THIS MAY BE A BINDING CONTRACT AND I MAY LOSE ANY DEPOSITS IF I DO NOT PERFORM ACCORDING TO ITS TERMS.

NOTICE OF SALESMAN'S LIMITED AUTHORITY

Accepted X _____ 11/28/2023
 This order is not valid unless signed and accepted by Sales Manager or Officer of Company

X _____ 11/28/2023
 Buyer's Signature

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment

TRADE-IN VEHICLE (NON-LEASE)

I _____ **CITY OF WAVERLY OR** _____ state that the odometer now reads _____ (TRANSFEROR'S NAME - PRINT)

_____ (no tenths) miles and to the best of my knowledge that it reflect the actual mileage of the vehicle described above, unless one of the following statements is checked.

I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Transferor's Signature _____

Transferee's Signature _____

VEHICLE SOLD (NON-LEASE)

I _____ **RDO TRUCK CENTER OMAHA** _____ state that the odometer now reads _____ (TRANSFEROR'S NAME - PRINT)

1995 (no tenths) miles and to the best of my knowledge that it reflect the actual mileage of the vehicle described above, unless one of the following statements is checked.

I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Transferor's Signature _____

Transferee's Signature _____

DEALER COPY
 CUSTOMER COPY

ADDITIONAL TERMS AND CONDITIONS

- 1. Definitions:** As used in this CONTRACT: "I", "ME", or "MY" means the buyer and co-buyer. "YOU" or "YOUR" means the seller or dealer. "VEHICLE" means the car, truck, or other VEHICLE described on the front of this contract including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the car, truck, motorcycle or other VEHICLE which I trade to YOU in partial payment for the vehicle.
- 2. Purpose:** By signing the CONTRACT, I agree to buy the VEHICLE from YOU. By accepting this CONTRACT, YOU agree to deliver the VEHICLE to ME if the VEHICLE is in YOUR inventory. If the VEHICLE is not in YOUR inventory, YOU agree to order the VEHICLE from the manufacturers, and after receiving the VEHICLE from the manufacturer, to deliver the VEHICLE to ME.
- 3. Price Changes by the Manufacturer:** I understand that the VEHICLE price stated on the other side of this CONTRACT is based on the correct prices the manufacturer charges YOU, and at any time before YOU receive the VEHICLE from the manufacturer, the manufacturer has the right to raise the price it charges to YOU. I also understand that if the manufacturer does raise the price, YOU may raise the price to ME by the same amount, and that if YOU do raise YOUR price, I may cancel the CONTRACT and get back my down payment I have made. If YOU have not already sold the Trade-In (See Paragraph 4), I may have the Trade-In back by paying YOU the reasonable cost of storage and repair work or reconditioning YOU may have done.
- 4. Trade-In:** I understand that if I am using a Trade-In to partially pay for the VEHICLE, I may deliver the Trade-In to YOU either when I sign this CONTRACT, or when the VEHICLE is ready for ME to pick up. If I do not deliver the Trade-In to YOU when I sign this CONTRACT, I agree that at the time I deliver the Trade-In, YOU may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If YOU do lower the allowance, I may cancel this CONTRACT and get back my cash down payment.

I also understand that if I deliver the Trade-In when I sign this CONTRACT, YOU may sell the Trade-In at any time, and at any price YOU think proper. If I use paragraph 3 to cancel this CONTRACT, and YOU have already sold the Trade-In, YOU will pay ME the price YOU received for the Trade-In minus 15% commission, minus any money YOU spent repairing, storing, insuring, or advertising the Trade-In.

- 5. Trade-In - MY Responsibilities:** At the time I deliver the Trade-In to YOU, I agree to guarantee that I own the Trade-In free and clear and to furnish proper proof of ownership, including the Certificate of Title or other evidence of ownership.
- 6. MY Refusal to Take Delivery:** Unless this CONTRACT is non-binding because YOU are arranging credit for ME, or unless I have canceled this CONTRACT pursuant to paragraph 3 and 4. I understand that YOU may retain the cash downpayment I have given YOU as an offset to YOUR damages if I refuse to complete MY purchase. I also understand that I may be responsible for any other damages which YOU may incur as a result of MY failure to perform my obligations under the terms of this CONTRACT. If I have delivered the Trade-In to YOU at the time I signed this CONTRACT, YOU may retain the Trade-In and sell it to reimburse YOURSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses YOU may incur as a result of MY failure to perform MY obligations under this CONTRACT.
- 7. Design Changes by the Manufacturer:** I understand that the manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without any notice to YOU or to ME. In the event of a change in design, YOU have no duty to ME except to deliver the VEHICLE as made by the manufacturer.
- 8. Delays in Delivery:** I understand that YOU are not responsible for delays in delivery caused by the manufacturer, or by accidents, fires, or other causes beyond YOUR control. I also understand that YOU do not control the manufacturer and are not part of the manufacturer and do not work for the manufacturer.
- 9. Taxes:** I understand that the price of the VEHICLE includes Federal Taxes, but not State Sales or Excise Taxes or any tax or governmental fee. I also understand that I must pay YOU the proper amount of any sales or excise tax or other governmental fee which applies to this sale.
- 10. New VEHICLE Disclaimer of Warranties:** I understand that if I am buying a new VEHICLE, the VEHICLE will come with a manufacturer's warranty which is a promise from the manufacturer directly to ME and that YOU expressly disclaim any and all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I also understand that YOU make no guarantees of any kind about the VEHICLE's condition or performance and that once I take delivery I have complete responsibility, and all the risk for any problems with the VEHICLE.
- 11. Used VEHICLE Disclaimer of Warranties:** I understand that if I am purchasing a used VEHICLE, YOU expressly disclaim any warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I also understand that YOU make no guarantees of any kind about the VEHICLE's condition or performance and that once I take delivery I have complete responsibility and all the risk for any problems with the VEHICLE.
- 12. Dealer Warranty or Service Contract:** I understand that if YOU offer a limited warranty on a used VEHICLE or I purchase an extended service contract on a new or used VEHICLE, YOU may not disclaim any implied warranties of merchantability or fitness for a particular purpose and the disclaimer on the front side of this ORDER will not apply.





DETAILED SPECS



Manufacturer: HINO	Model: 338	Location: Lincoln	Year: 2020	Condition: Used	Mileage: 1256
Horsepower: 260	Engine Make: Hino	Fuel Type: Diesel	Transmission: Automatic	Suspension: Spring	Color: White
Ratio: 5.57	Driver Position: Left Hand Drive	Transmission Manufacturer: ALLISON	Length: 11	Composition: Steel	Cab: Standard Cab
Air Conditioning: Yes	Drive: 4x2	Transmission Speed: 6 Spd	GVWR: Class 7	Seats Upholstery: Vinyl	

DESCRIPTION



2020 Hino 338, 260 HP Hino J08 engine, 1,256 miles, Allison 2500RDS transmission

11' Riechers dump body, Plumbed for a sander and a snowplow, sander and plow controls in the cab, Glad hands for trailer air brakes,



Complaint	Cause	Correction
M0340 - CONV MIRROR GLASS INSP / REPL	MIRROR INSPECTION CAMPAIGN	COMPLETED INSPECTION, BOTH MIRRORS OUTSIDE AFFECTED DATE RANGE. REINSTALLED MIRROR COVERS, OK.

Parts: None

Claim # 919055

Failure Date	Repair Dealer	Miles	Failed Part	INSIGHT Case #	Description
12/21/2020	83320	795	999999999	13680429	OTHER REPAIR WORK

Complaint	Cause	Correction
AAHTO -- BATTERY CABLE EXTENSION	AAHTO	1037 -- PERFORMED CAMPAIGN AAHTO AS PER INSTRUCTIONS.

Part Number	Description	Quantity
SZ17809001	NUT FLANGE	1.00
SZ98055014	TERMINAL - BATTERY POSITIVE	1.00

Claim # 783816

Failure Date	Repair Dealer	Miles	Failed Part	INSIGHT Case #	Description
06/04/2019	91055	4			

Complaint	Cause	Correction
PDI PERFORMED	PDI PERFORMED	PDI PERFORMED

Parts: None

Hino Care Claims (none)

Campaigns

Campaign #	Campaign Status	Campaign Description
AAHT0	Complete	BATTERY CABLE EXTENSION
M0340	Complete	CONV MIRROR GLASS INSP/REPL

Alerts (none)

Terms

Description	Warranty Months	Distance /Hours	Effective Date From	Effective Date To
BASE VEHICLE WARRANTY	24	999999	12/17/2021	12/16/23
BASE ENGINE WARRANTY	36	999999	12/17/2021	12/16/24
EXTENDED ENGINE WARRANTY	60	250000	12/17/2021	12/16/26

EMISSIONS WARRANTY	60	100000	12/17/2021	12/16/26
FRAMERAILS & CROSSMEMBERS	48	999999	12/17/2021	12/16/25
CAB CORROSION	48	999999	12/17/2021	12/16/25
ABS SYSTEM /LIMITED COMPONENTS	36	300000	12/17/2021	12/16/24
ADJUSTMENTS / CONSUMABLE ITEMS	3	3000	12/17/2021	03/16/22
DANA DRIVESHAFT (SPL140 ONLY)	36	350000	12/17/2021	12/16/24
EXTENDED ENGINE & AFTERTREATME	84	200000	12/17/2021	12/16/28

HinoCare

Campaign #	Campaign Type Description	Campaign Status	Campaign Description
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WEP

Campaign #	Campaign Type Description	Campaign Status	Campaign Description
AAP60	WARRANTY ENHANCEMENT PROGRAM	Outstanding	ONLY IF FAILED - PM SENSOR
AAPA0	WARRANTY ENHANCEMENT PROGRAM	Outstanding	ONLY IF FAILED-ATC
AAPD0	WARRANTY ENHANCEMENT PROGRAM	Outstanding	ONLY IF FAILED-NOX SENS
AASW0	WARRANTY ENHANCEMENT PROGRAM	Outstanding	ONLY IF FAILED - DPF

12/16/28

HINO TRUCKS

**CONVENTIONAL/XL SERIES EXTENDED ENGINE AND
AFTERTREATMENT - PLAN CODE HL/HX8420AT**

Plan Code	Plan Description	Months	Mileage	Model
HX8420AT	XL Series Extended Engine & Aftertreatment	84	200,000	All XL Units
HL8420AT	Conventional Extended Engine & Aftertreatment	84	200,000	All Conv. Units

Plan code HL/HX8415AT will extend warranty coverage on the following components **84 months** from original start date or until truck has **200,000 miles**.

Conventional Engine Plan

Covered Parts

- | | |
|--|--|
| 1. Camshaft, camshaft housing, camshaft bearings | 13. Fuel injection pump/Fuel supply pump |
| 2. Common Rail Assembly | 14. Fuel Injectors |
| 3. Connection rod assemblies and bearings | 15. Fuel lines and pressure control valve |
| 4. Crankshaft and Bearings | 16. Intake manifold, intake pipe |
| 5. Cylinder Block Casting | 17. Lower gasket of camshaft housing |
| 6. Cylinder head casting, Cylinder head cover, Head bolts, Intake and Exhaust valves | 18. Oil Pump |
| 7. Cylinder head gasket | 19. Pistons with rings and pins |
| 8. Cylinder Liners | 20. Timing Gears |
| 9. Engine Oil Cooler | 21. Turbocharger |
| 10. Exhaust manifold | 22. Valve mechanism, including rocker arms, springs, adjusting screws, nuts, valve bridges and wear cups |
| 11. Flywheel housing | |
| 12. Front Cover | |

Conventional Aftertreatment Plan

Covered Parts

- | | |
|--|--|
| 1. Aftertreatment Fuel cutoff valve | 12. DOC outlet temperature sensor |
| 2. Aftertreatment Fuel injector | 13. DOC/DPR |
| 3. Aftertreatment fuel pressure sensor | 14. DPF outlet temperature sensor |
| 4. Afterturbo Catalyst DOC1 (ATC) | 15. Heated DEF line (pump to injector) |
| 5. DEF injector | 16. Heated DEF line (tank to pump) |
| 6. DEF pump | 17. NOx sensor (SCR downstream) |
| 7. DEF sensor | 18. NOx sensor (SCR upstream) |
| 8. DEF tank heater valve | 19. SCR Catalyst |
| 9. DeNOx ECU (DCU) | 20. SCR Harness |
| 10. Differential pressure sensor | 21. SCR inlet temperature sensor |
| 11. DOC inlet temperature sensor | |

Megan Frye

From: Stephanie Fisher
Sent: Friday, November 17, 2023 9:53 AM
To: Megan Frye
Cc: Tracey Whyman; Bill Gerdes; Aaron Hummel
Subject: FW: used dump truck

Megan,

Please add this to the Council Agenda for November 28th. Tracey will be getting the papers you need for supporting docs.

Thanks!

Stephanie

From: Tracey Whyman <publicworksdirector@citywaverly.com>
Sent: Friday, November 17, 2023 9:48 AM
To: Aaron Hummel <aaronh@citywaverly.com>; Stephanie Fisher <cityadministrator@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>
Subject: RE: used dump truck

They accepted our offer of \$97,000 and will email the quote over to me with that amount stated on it, so we can put it on the council agenda for formal approval.

From: Tracey Whyman
Sent: Friday, November 17, 2023 8:46 AM
To: Aaron Hummel <aaronh@citywaverly.com>; Stephanie Fisher <cityadministrator@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>
Subject: RE: used dump truck

Ok, thanks. I will offer \$97,000 and see what they say.

From: Aaron Hummel <aaronh@citywaverly.com>
Sent: Friday, November 17, 2023 8:44 AM
To: Tracey Whyman <publicworksdirector@citywaverly.com>; Stephanie Fisher <cityadministrator@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>
Subject: Re: used dump truck

I am told the customer paid around \$115,000 new.
Current sale price is 99,500
It is on consignment, so The dealership is going to take 10%. Leaving 89,550 to the customer.

If you have the patients and the time to haggle over \$2500. Then see if they will take \$97,000

Otherwise, my suggestion is to pay the asking price.

Aaron Hummel
Waverly City Council

From: Tracey Whyman <publicworksdirector@citywaverly.com>

Sent: Friday, November 17, 2023 8:35:24 AM

To: Aaron Hummel <aaronh@citywaverly.com>; Stephanie Fisher <cityadministrator@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>

Subject: RE: used dump truck

Aaron

What should we make for our first offer?

From: Aaron Hummel <aaronh@citywaverly.com>

Sent: Thursday, November 16, 2023 3:26 PM

To: Stephanie Fisher <cityadministrator@citywaverly.com>; Tracey Whyman <publicworksdirector@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>

Subject: Re: used dump truck

I called a couple people on this truck.

We should jump on this. Priced good and has warranty thru 2026,

Aaron Hummel

Waverly City Council

From: Stephanie Fisher <cityadministrator@citywaverly.com>

Sent: Thursday, November 16, 2023 3:07:32 PM

To: Tracey Whyman <publicworksdirector@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>; Aaron Hummel <aaronh@citywaverly.com>

Subject: Re: used dump truck

I like this.

Bill & Aaron...what do you think?

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Tracey Whyman <publicworksdirector@citywaverly.com>

Sent: Thursday, November 16, 2023 3:05:27 PM

To: Stephanie Fisher <cityadministrator@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>; Aaron Hummel <aaronh@citywaverly.com>

Subject: Re: used dump truck











From: Tracey Whyman

Sent: Thursday, November 16, 2023 2:43 PM

To: Stephanie Fisher <cityadministrator@citywaverly.com>; Bill Gerdes <billg@citywaverly.com>; Aaron Hummel <aaronh@citywaverly.com>

Subject: used dump truck

Here is a used dump truck I found in Lincoln at RDO truck center with 1,455 miles currently on the Odometer. Everyone except Ray went out to test drive it and look at it. It has hydraulic plow controls, salt sander controls, and air tailgate release, and heated mirrors. A plow was never put on the truck nor a sander. A landscaping company in the Fremont area bought it new, and then never really used it as they had a bigger truck. If we would get this truck, we would have the FL70 plow that we own mounted to this truck, so no need to buy a plow, just the plow connection to the truck. We have in the budget \$144,000 for a dump truck purchase.

-----Original Message-----

From: CityofWaverly@frommymfp.com <CityofWaverly@frommymfp.com>

Sent: Thursday, November 16, 2023 2:46 PM

To: Tracey Whyman <publicworksdirector@citywaverly.com>

Subject: Message from "RNP5838793FBD9A"

This E-mail was sent from "RNP5838793FBD9A" (IM C2500).

Scan Date: 11.16.2023 14:46:07 (-0600)

Queries to: CityofWaverly@frommymfp.com

**REQUEST TO PLACE BURIED COMMUNICATIONS FACILITIES
ON PUBLIC RIGHT-OF-WAY WITHIN CORPORATE LIMITS
of the CITY of WAVERLY, NEBRASKA**

ALLO Communications LLC ("ALLO") respectfully requests permission to place fiber optic cable communications facilities in public right-of-way to serve households, businesses, and governmental entities throughout the City of Waverly, Nebraska.

The proposed communications facilities will be routed to avoid existing utilities or other obstructions as good engineering practices require in each situation, as detailed in the plan sets labeled WAV PON 2 Extension submitted to the City for approval. The communications facilities will be bored in the right-of-way at a minimum depth of thirty-six (36) inches and will be attached to existing LES poles in the right of way.

ALLO and its contractors will cooperate with City officials and keep them fully informed of all underground facility construction or maintenance work required in public right-of-way.

ALLO proposes to place and maintain the aforesaid communications facilities in public right-of-way at its own risk and expense. After any such work, at its own risk and expense ALLO or its contractors will restore road surfaces and other areas along the route disturbed by installation procedures to their original condition.

Please direct any questions to:

Al Schroeder, P.E.
Director of OSP Engineering
330 5 21st Street
Lincoln, NE 68510

If you approve, please sign below, and return this form via email to al.schroeder@allofiber.com or return a signed copy to the address listed above.

We hereby grant to ALLO Communications LLC permission to place and maintain fiber optic communications facilities throughout the City of Waverly according to the procedure and conditions **described in this document.**

Signature: _____

Date: _____





Name and Title

Person to be contacted prior to construction by ALLO Communications LLC or Contractor is:

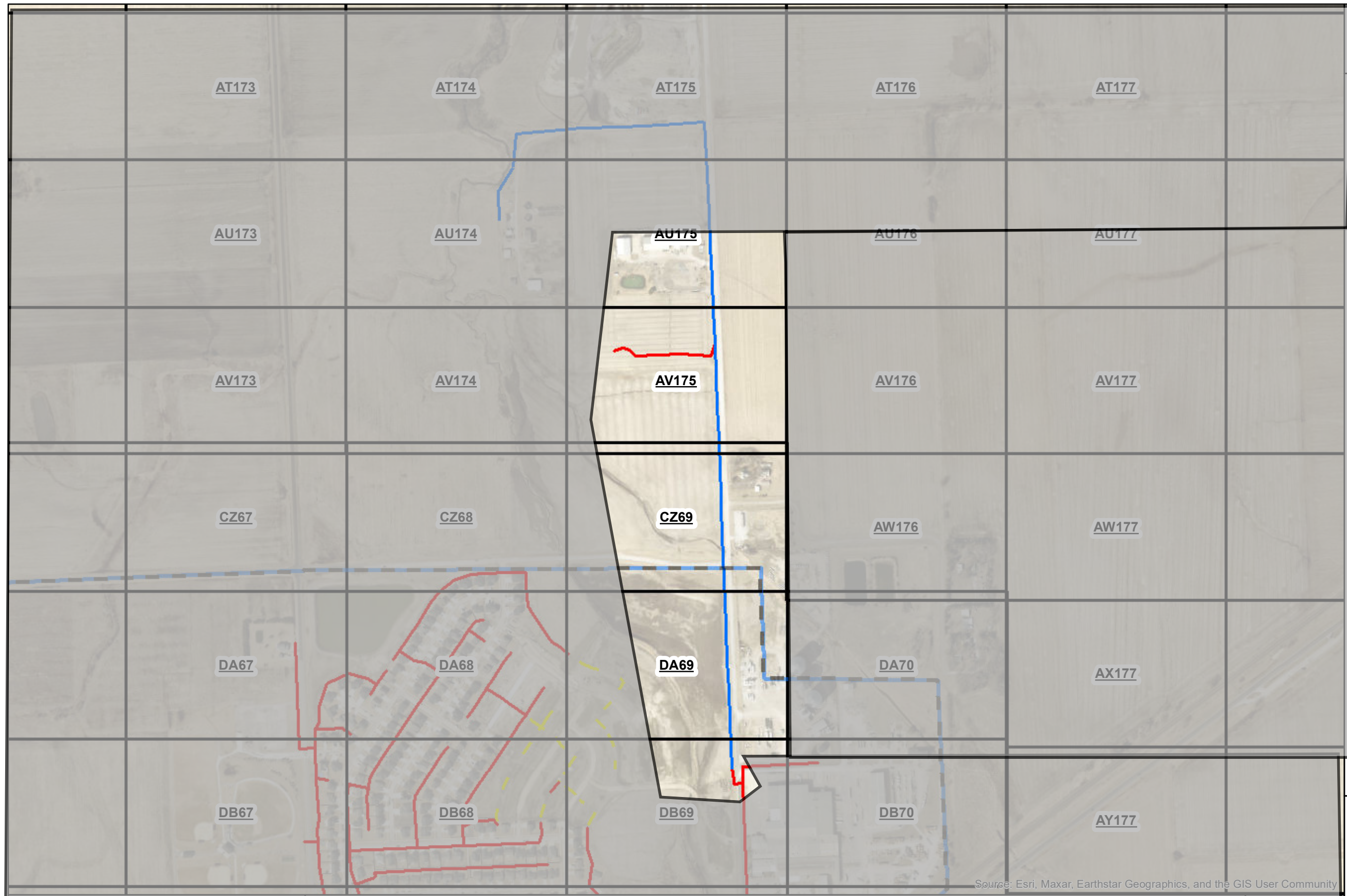
----- at _____
Name Area Code and Number

WAV PON 2 Extension

PERMIT:
LEGEND Date: 11/13/2023

- ROUTE**
-  PON
 -  <all other values>
 -  Plow; Underground; BR; Underground; UG
 -  Aerial

Note: "For clarity and simplicity, Sheets with no conduit (edges particularly) are not shown"



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes:

Revisions:

N



1 in = 607 ft

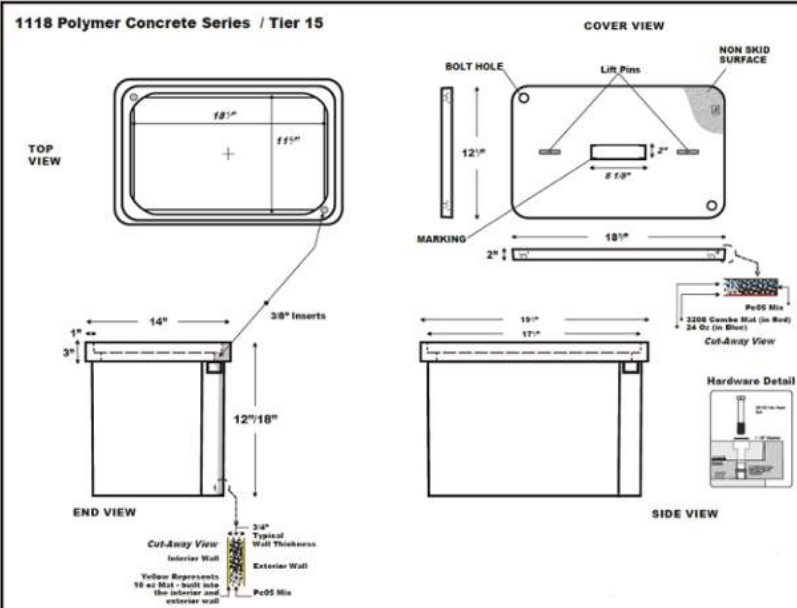
ROW CONSTRUCTION PROJECT NOTES

1. The City shall be notified a minimum of forty eight (48) hours in advance of initial project construction.
2. The contractor shall adhere to the current City standard specifications, approved special provisions, City standard plans, right-of-way construction procedures manual.
3. The locations of all aerial and underground utility facilities may not be indicated on the project plans. The contractor is required to contact the One Call 811 notification center (dial 811) forty-eight (48) hours prior to working in the city right of way and any public or private land. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties. The contractor shall be responsible for protection of all underground and aerial utilities and infrastructure.
4. Whenever underground facilities are in close proximity to the proposed pathway location or whenever the vertical location of the underground facility is unknown, the permittee shall use special measures to determine the locations of such underground facilities.
 - a. If the permittee is conducting the excavation by digging from the surface, when in a close proximity to the underground facilities, the permittee shall use hand digging, hydro excavating, air excavating, or any other techniques that are approved by the City to locate such facility.
 - b. If the permittee is conducting the excavation by tunneling or boring, the permittee shall determine the vertical location of the underground facility by potholing or any other method approved by the City.
5. Project plans shall dimension new facilities being installed. Measurements shall be taken from existing adjacent visible structures (curbs, poles, cabinets, manholes, inlets, fire hydrants, etc.) clearly identifying location of such facility. The contractor shall verify dimensions taken from city files.
6. Unless specified on the plan sets, the depth of installed facilities in city row shall be at a minimum as follows.
 - a. Thirty (30) inches in soil, if rock present and is an issue twenty-four (24) inches can be used.
 - b. Forty-two (42) inches below a projected slope from the flow line of a ditch at a three (3) horizontal and one (1) vertical slope.
 - c. Forty-eight (48) inches under a roadway measured from the surface of said roadway to the top of the installation.
 - d. Forty-eight (48) inches under a storm water or creek channel design bottom of pipe, and
 - e. Maintain a minimum of twenty-four (24) inches of vertical and horizontal spacing from existing utilities.
 - f. Be located as far from the existing or proposed curb line as possible to avoid potential future conflicts.
7. All potholes in sidewalk panels will be filled unless directed by City inspector. If colored, textured or patterned concrete is existing, replacement patches, and panels panels will be replaced to match as practicable. Owner may be required to put money into escrow to cover all repairs prior to starting work.
8. All non-street surface materials that are disturbed by excavation and backfilling operations shall be replaced and restored.
9. City street surface materials disturbed shall be backfilled, tamped and repaved by approved paving contractor to be paid by Allo.
10. All Conduit, vaults and Pedestals shall be located in the public ROW and in public utility easements.
11. All Aerial shown on attached planset will be permitted separately by Pole Owners. All pole permits submitted to pole owners will follow NESC codes.
12. If sidewalk, wheel chair ramps or any portion of the pedestrian facilities are removed or closed, a pedestrian detour shall be established and maintained during the time of the closure and the entire pedestrian facility shall be restored within seventy-two (72) hours, unless the contractor provides a hard surface alternate route approved by the city.
13. All pedestrian detours and any reconstruction of pedestrian facilities shall meet current Americans with Disability Act (ADA) standards and specifications.
14. All pedestrian detours shall be part of an approved Traffic Control Plan (TCP).
15. All holes made in city pavements for the purpose of performing vacuum excavations to locate underground utilities shall be restored to their original condition with the reinstated core flush with and in the original orientation as the existing surface matching existing pavement surface appearance.
16. When the contractor is not actively working, all equipment, fencing, debris, etc, shall not be placed within the triangular area required for sight distance of vehicles exiting or entering an adjacent property or intersection.
17. All excavations shall be adequately fenced and covered when contractor is not present or project site left unattended.
18. No lane closures allowed on arterial streets during AM and PM peak hours unless approved by City Traffic and Right of Way Construction section(s) staff.
19. All work zone traffic control, including pedestrian control measures, shall be in compliance with the MUTCD, ADA, and the City Standard Specifications.
20. The contractor shall notify all affected owners of adjacent properties a minimum of forty-eight (48) hours prior to beginning of construction and provide updates to the affected owners when construction phases change that affect the areas of work associated with the permit.
21. The contractor shall maintain a set of "as built" plans on site with dimensioning. These plans shall be presented upon request to any city representative.
22. A current city right of way construction permit and city approved plan set shall be maintained on each work site by the contractor. The contractor shall present such permit and plan set upon request to any city representative.
23. Any field adjustments to installation of facilities, which vary from the plans that have been submitted and approved during the permit application process, shall comply with the following:
 - a. The contractor must stop work immediately and contact the facility owner.
 - b. The facility owner's representative shall contact the city's construction inspector and provide him with the details of the proposed changes.
 - c. The City inspector will make a determination on how to proceed. This determination may range from approval over the phone or via email to delaying the project until plans can be updated and appropriate review can be conducted.

Special Notes

1. All conduit shall be bored unless specified otherwise.
2. Contractors shall notify land owner prior to work on all private developments.
3. A reminder to the reader. the drawings are scaled, thus dimension is available at all locations.
4. The contractor shall bypass all MST pedestals with distribution conduit where installed parallel to MST conduit. Similarly, bypass the T18 "Flowerpot" with MST conduit where installed parallel to future drop conduit.



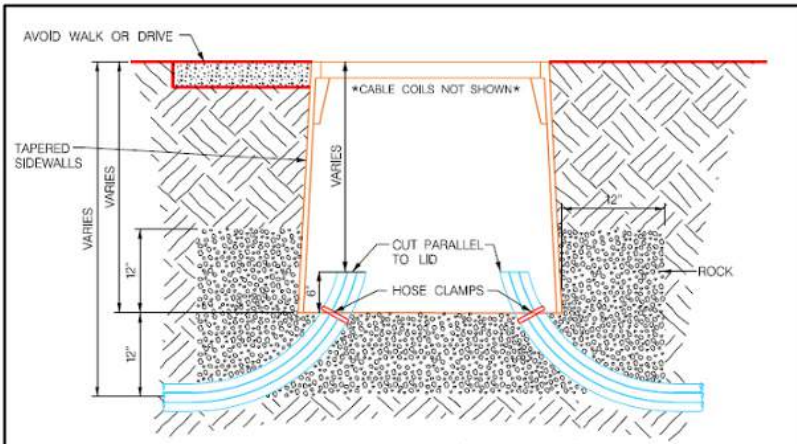


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	12" x 18" x 18"	60lbs	15	1118

ALLO PULL BOX

NOTES:

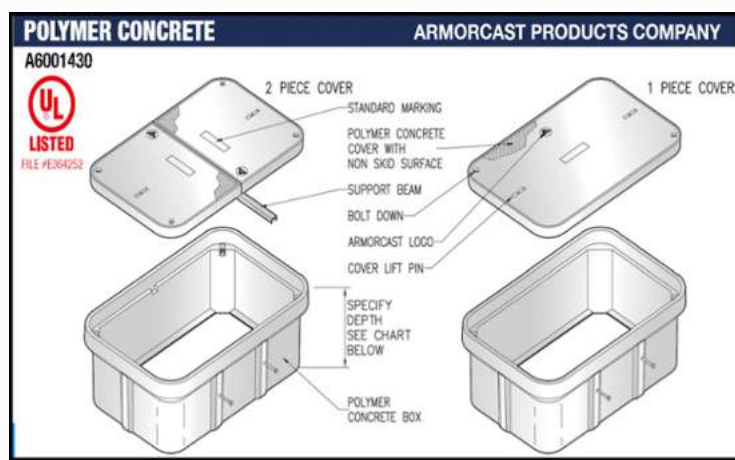
1. ALLO PULL BOX SHALL HAVE 2 PIECE COVER
2. ALLO PULL BOX SHALL BE LABELED "FIBER OPTICS"



ALLO PULL BOX INSTALLATION

NOTES:

1. AT ALL CABLE PULLING LOCATIONS, COIL 60' OF EACH FIBER CABLE (MST TAILS EXCLUDED)

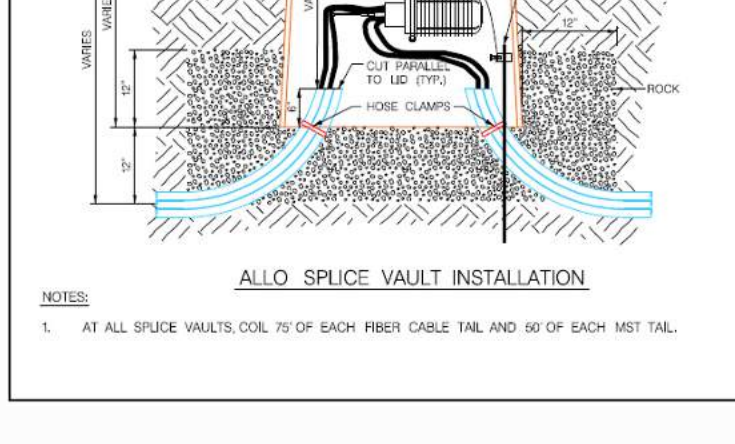


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	30" x 48" x 36"	20K	15	A6001430TAPCX36

ALLO SPLICE VAULT AND CITY T48 PULL BOX

NOTES:

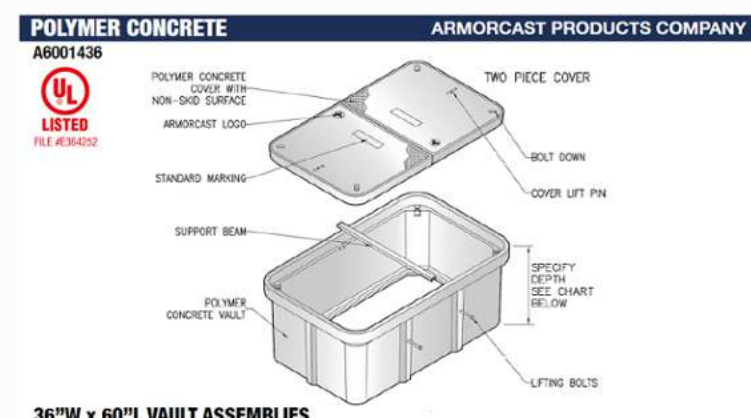
1. ALLO SPLICE VAULT SHALL HAVE 1 PIECE COVER
2. CITY T48 PULL BOX SHALL HAVE 2 PIECE COVER
3. ALLO SPLICE VAULT SHALL BE LABELED "FIBER OPTICS"
4. CITY T48 PULL BOX SHALL BE LABELED "FIBER"



ALLO SPLICE VAULT INSTALLATION

NOTES:

1. AT ALL SPLICE VAULTS, COIL 75' OF EACH FIBER CABLE TAIL AND 60' OF EACH MST TAIL.



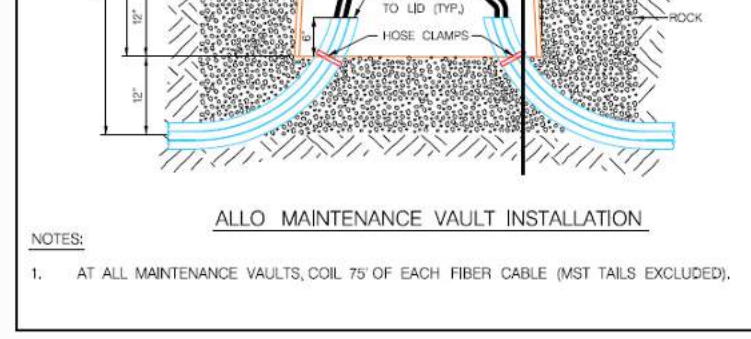
36"W x 60"L VAULT ASSEMBLIES

DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	36" x 60" x 36"	20K	15	A6001436TAPCX36

ALLO MAINTENANCE VAULT

NOTES:

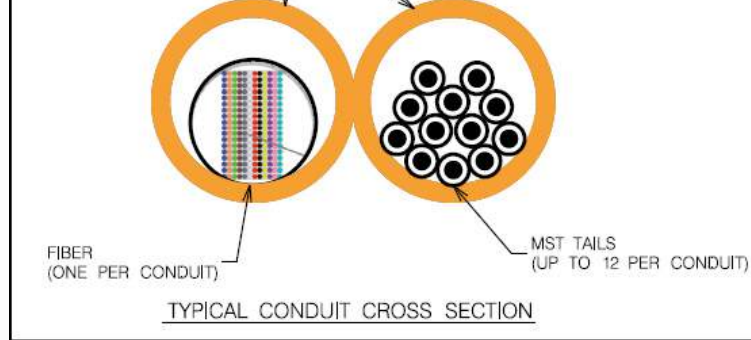
1. ALLO MAINTENANCE VAULT SHALL HAVE 2 PIECE COVER
2. ALLO MAINTENANCE VAULT SHALL BE LABELED "FIBER OPTICS"

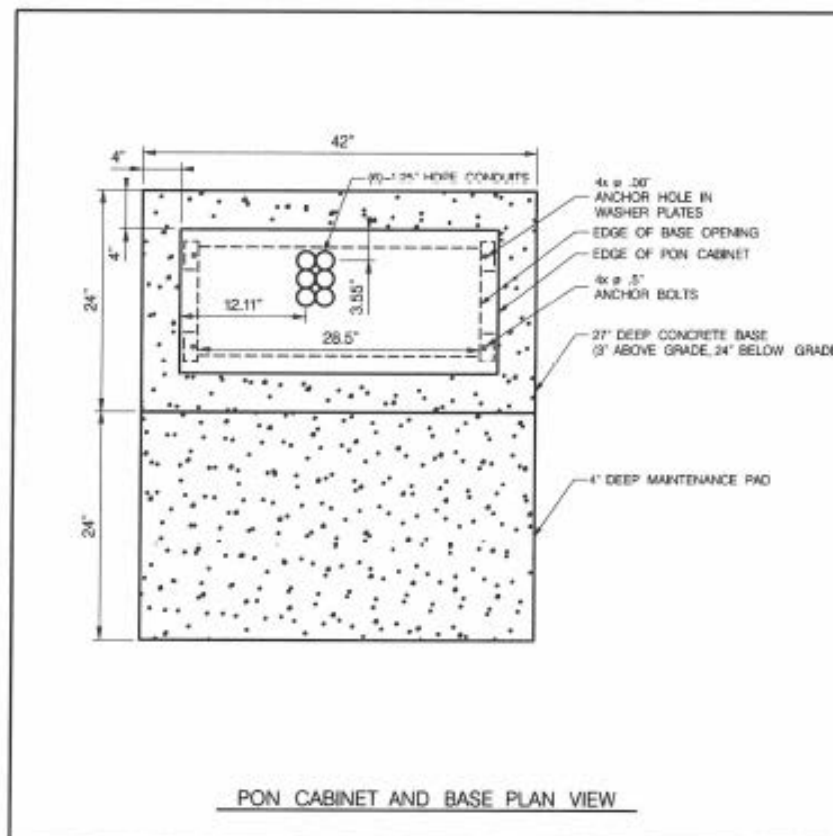
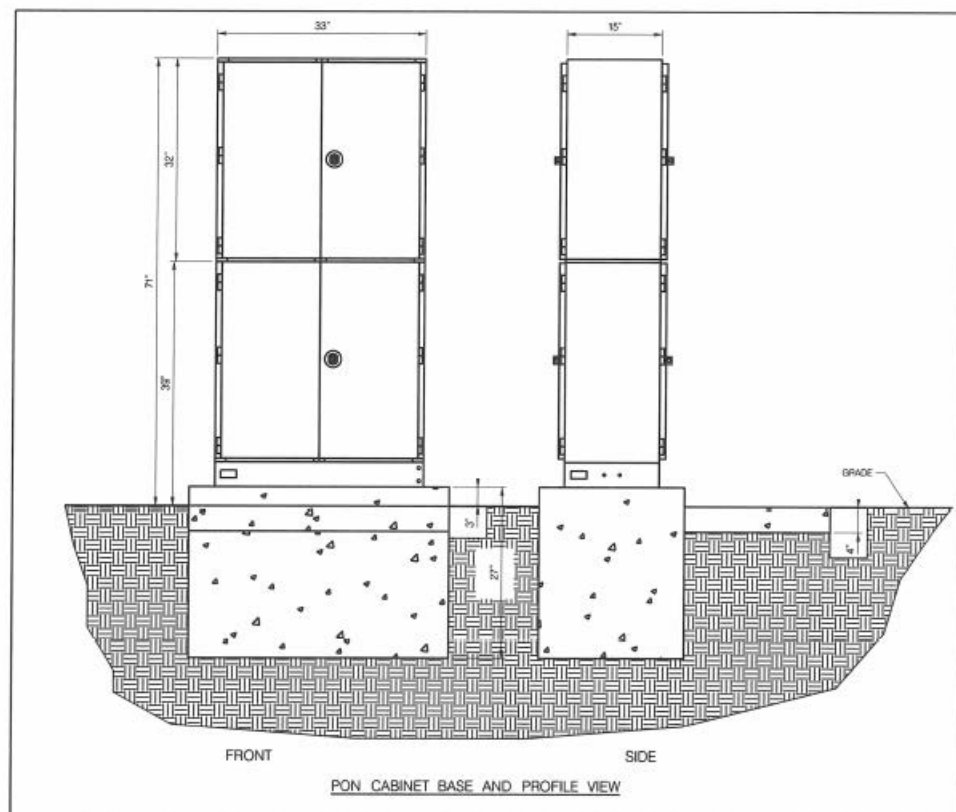


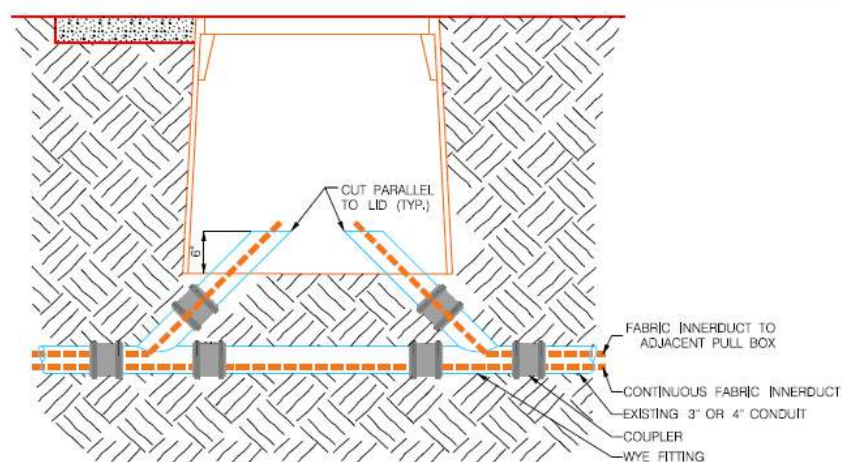
ALLO MAINTENANCE VAULT INSTALLATION

NOTES:

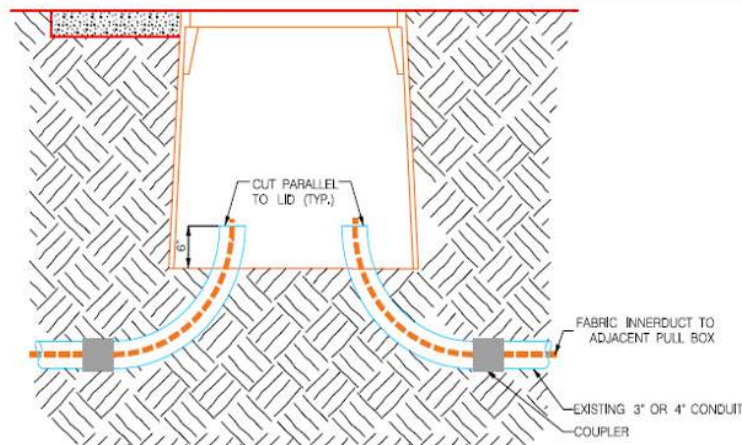
1. AT ALL MAINTENANCE VAULTS, COIL 75' OF EACH FIBER CABLE (MST TAILS EXCLUDED).



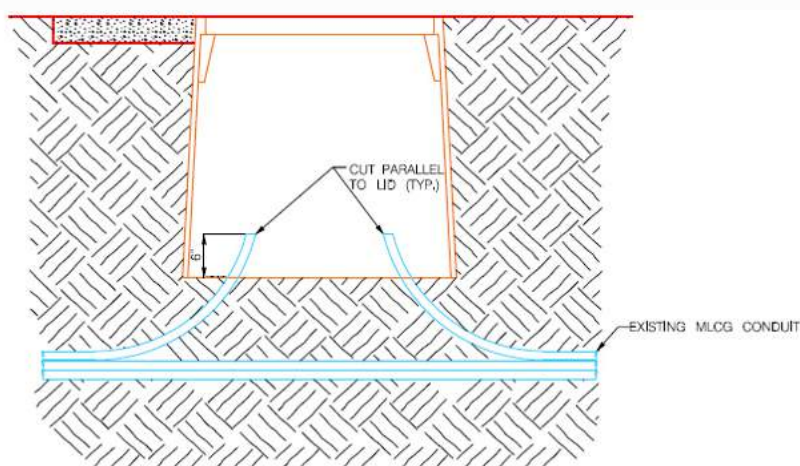




CAPTURE 3" OR 4" CONDUIT WITH EXISTING FIBER DETAIL



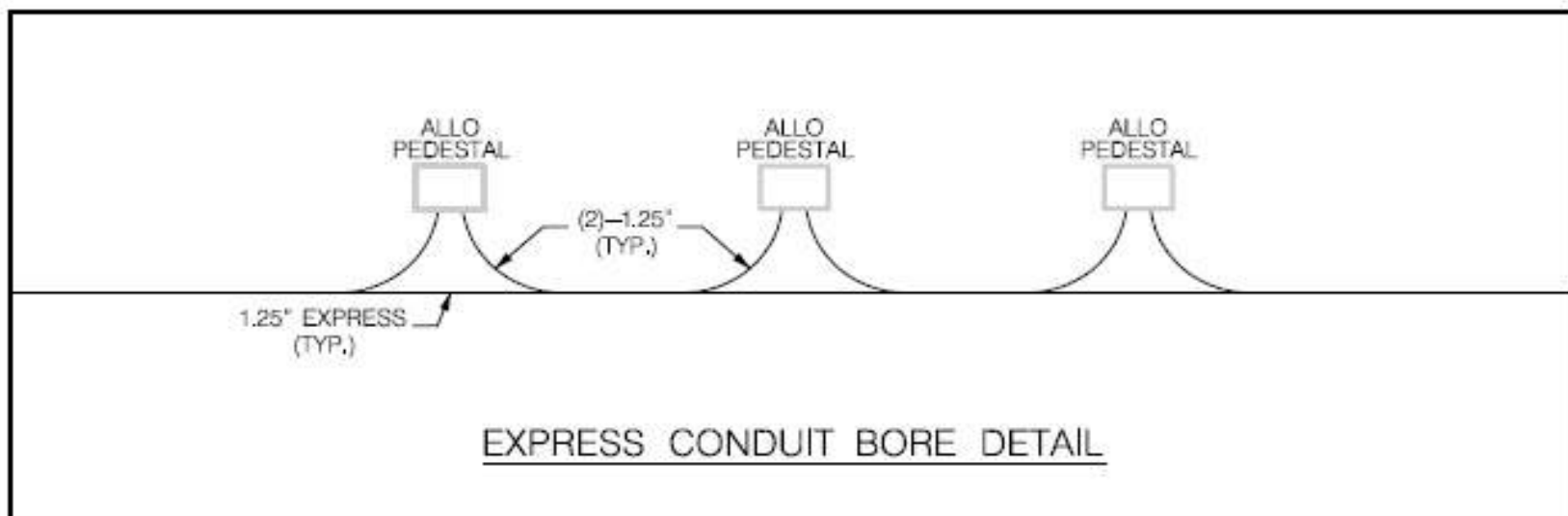
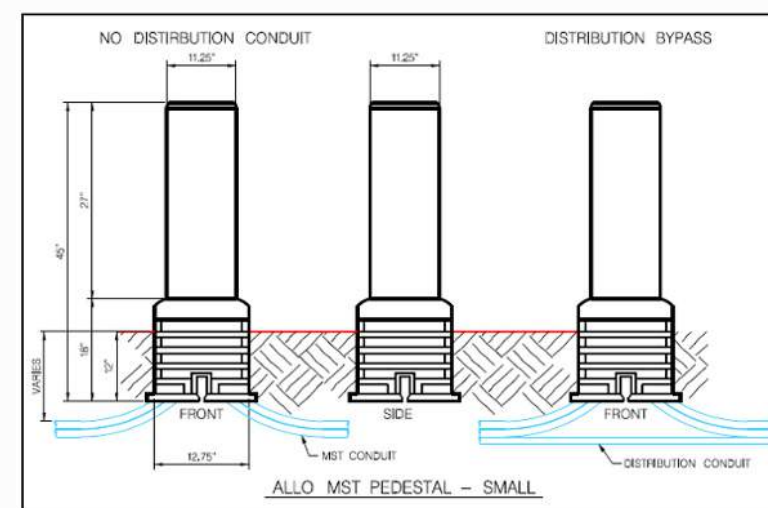
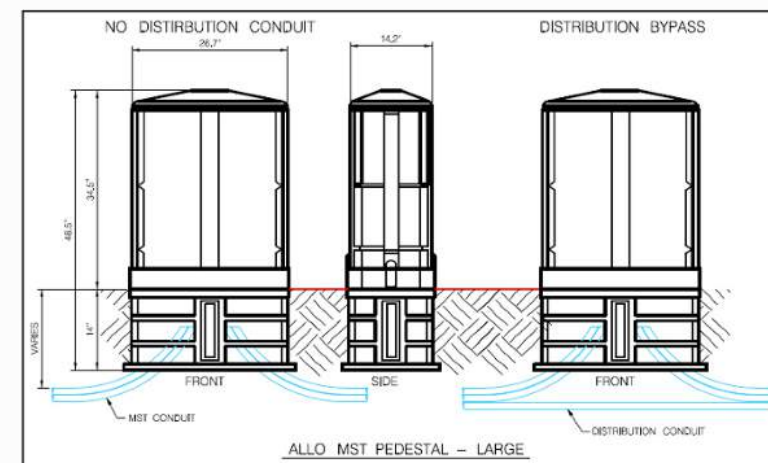
CAPTURE EMPTY 3" OR 4" CONDUIT DETAIL



CAPTURE MLCG DETAIL

Typicals here represent various sweeps of conduit. Follow City standards for bedding. MLCG stands for Main Line Conduit Group, any bundle of conduit placed in the ground together.

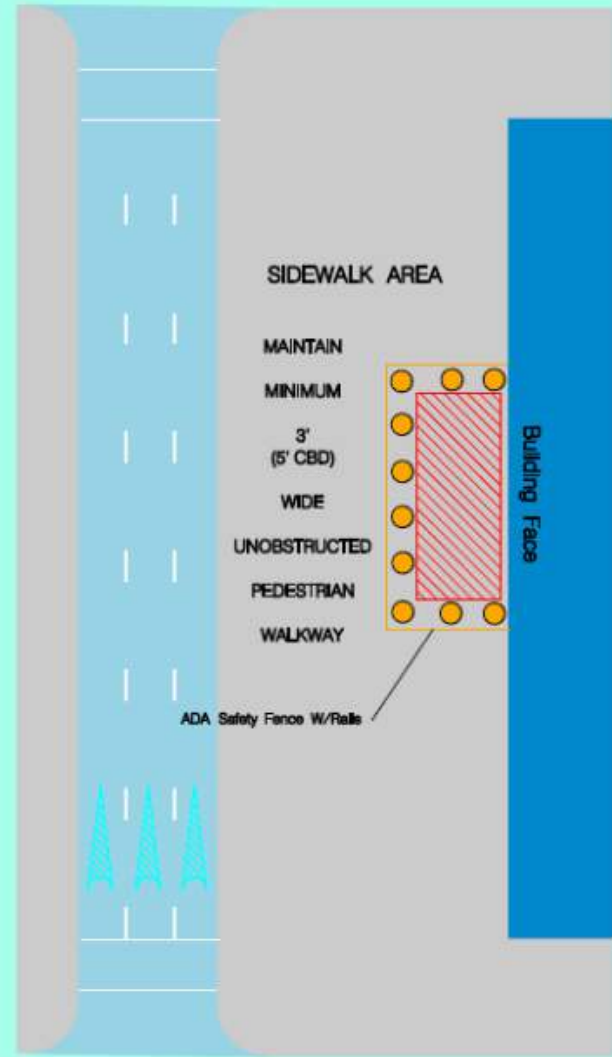
Express Conduit are detailed by midspan call outs.
 48f - 288f, 1 - 1.25" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.
 432f - 864, 1 - 2.0" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.



12

WORK IN THE PEDESTRIAN AREAS

Maintain a clear and unobstructed pedestrian walkway around the work zone, or post warning signs for closures at adjoining intersections.

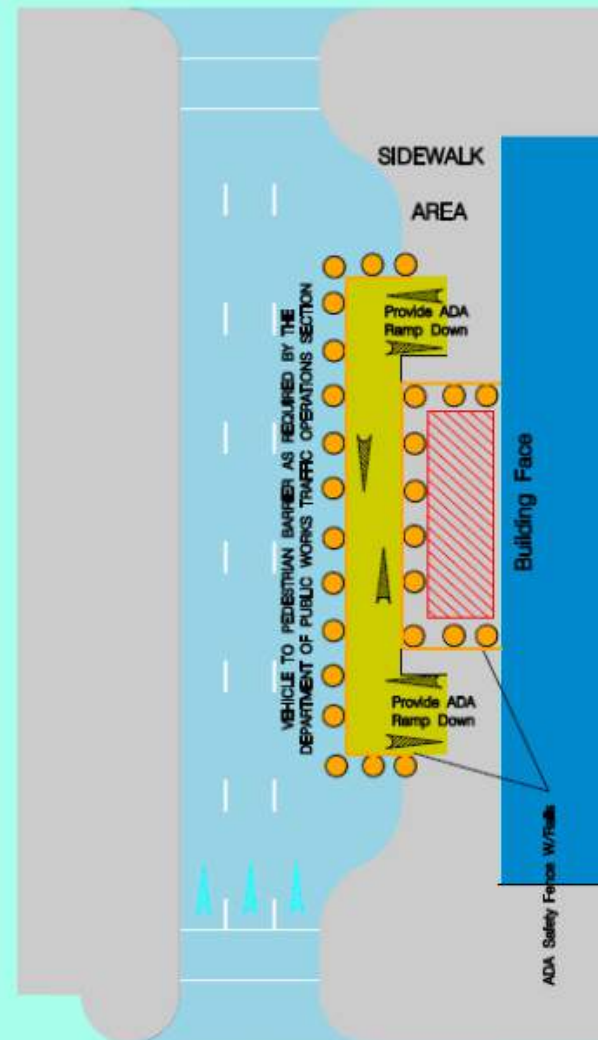


13

WORK IN THE PEDESTRIAN AREAS

PEDESTRIAN DETOUR IN CENTRAL BUSINESS DISTRICT (CBD)

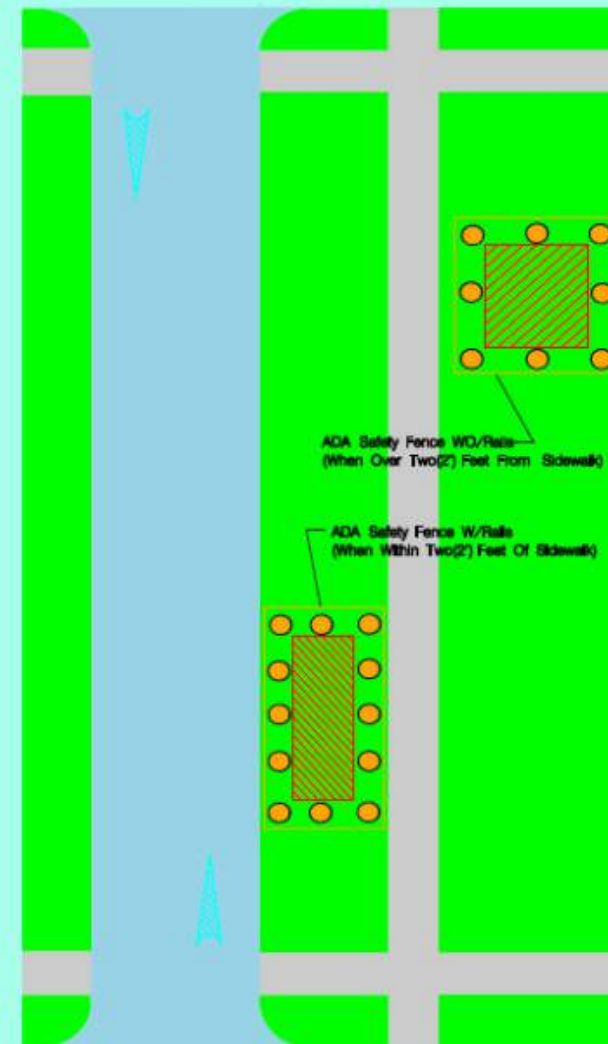
Maintain a minimum of 5' unobstructed pedestrian walkway around the work zone using constructed walkway or protected area as designated by the Department of Public Works Traffic Operations Section.



14

WORK IN THE PEDESTRIAN AREAS

Protection of Excavations & Hazards not in roadways or sidewalks



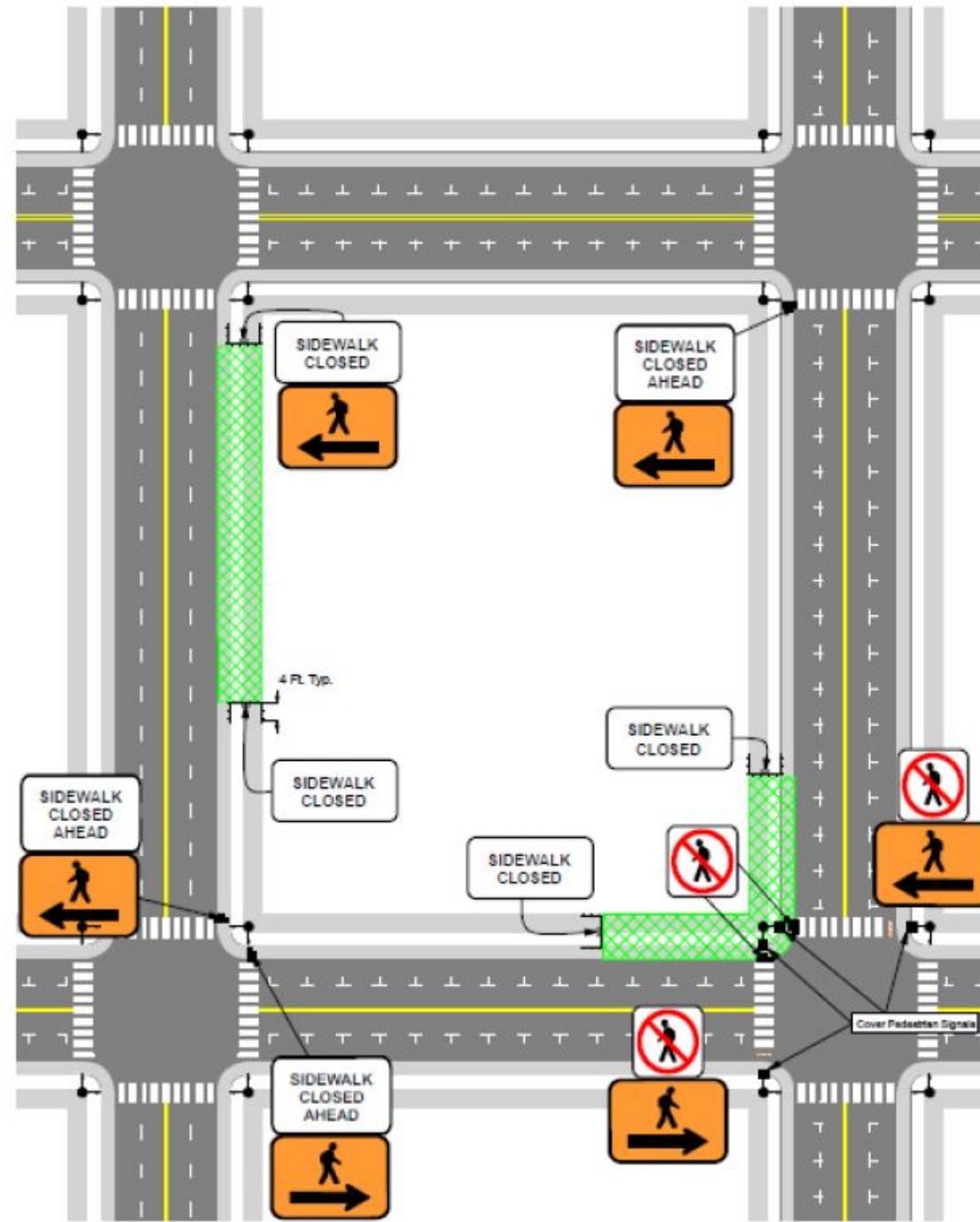
Nebraska 811
Know what's below.
811 before you dig.



Sidewalk Closure

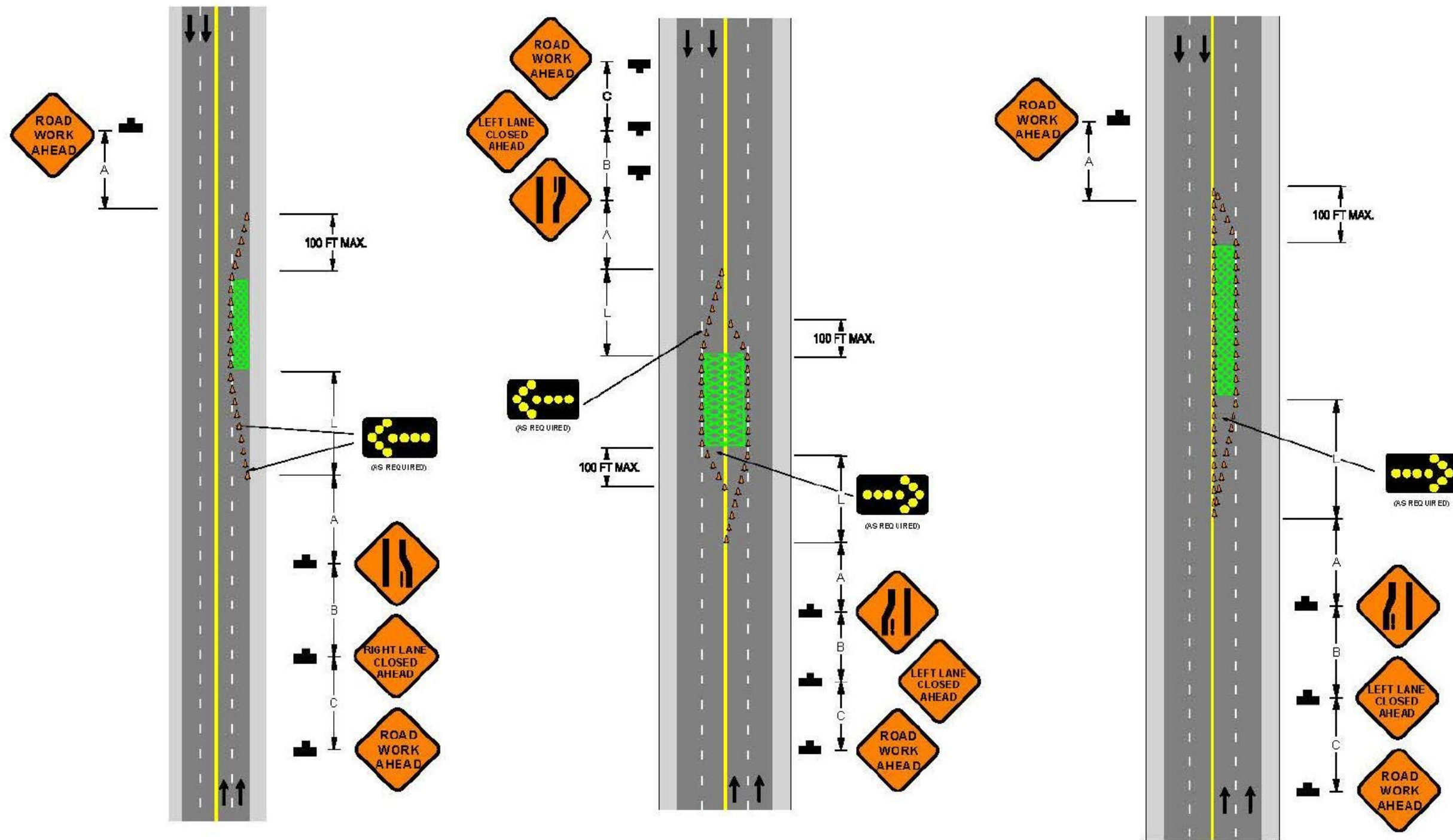
See Page A9 for A, B, C, L Distances

1) This plan shows the pedestrian traffic control measures only. Additional traffic control measures may be required to manage vehicular traffic.



Through Lane Closures on Higher Volume Streets (Collectors, Arterials Etc..)

See Page A9 for A, B, C, L Distances

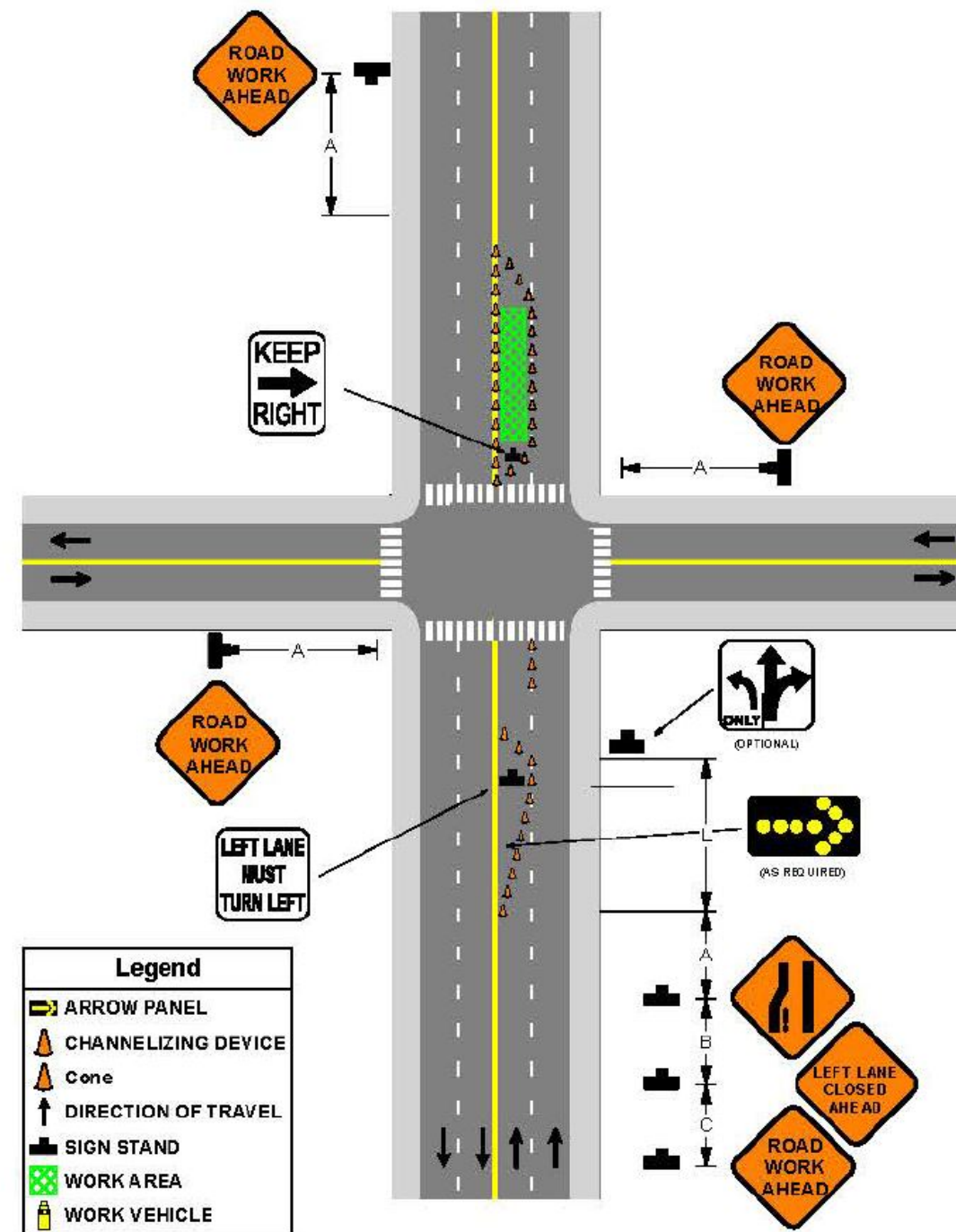
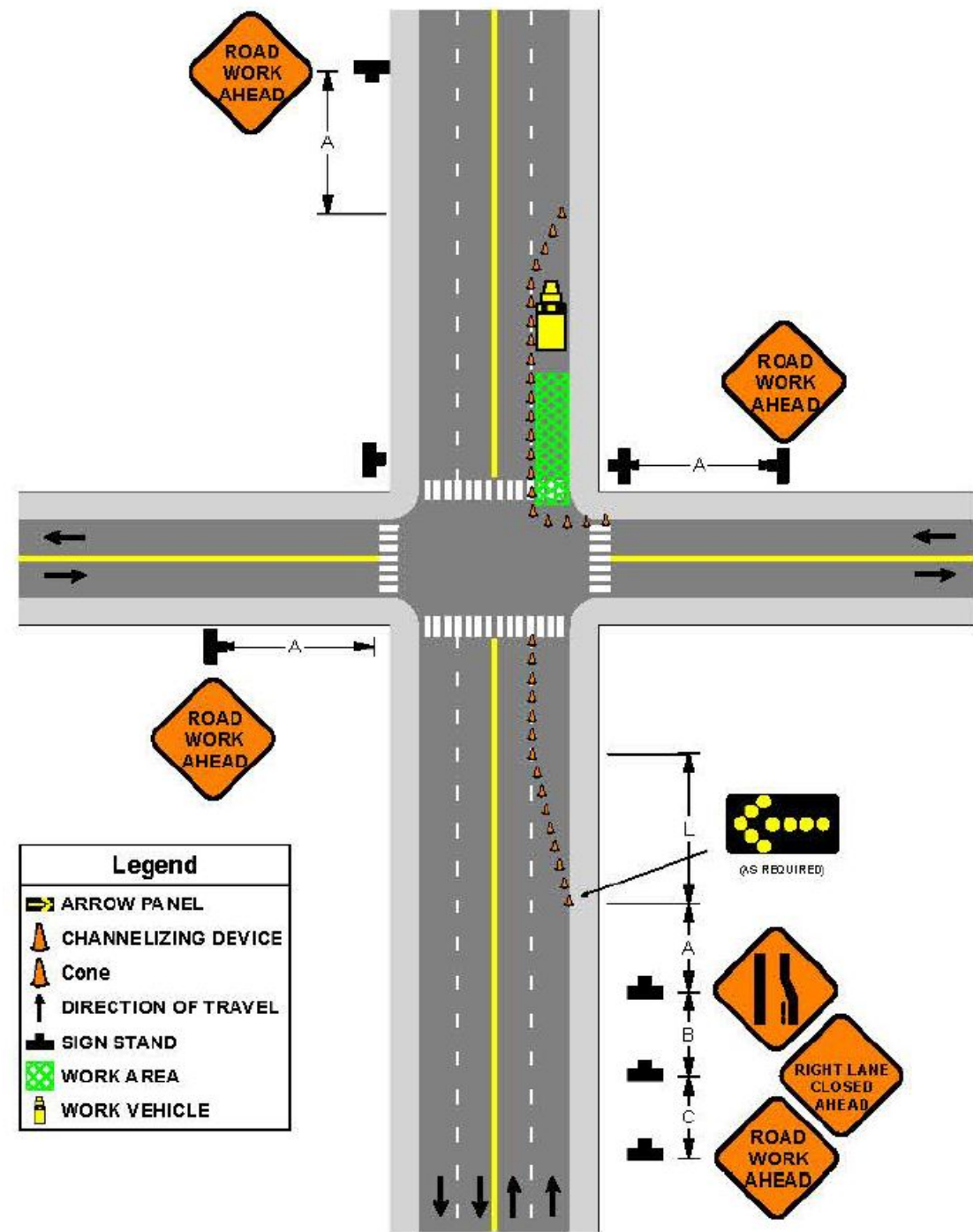


Legend	
	ARROW PANEL
	CHANNELIZING DEVICE
	DIRECTION OF TRAVEL
	SIGN STAND
	WORK AREA



Through Lane Closures on Higher Volume Streets within Intersections (Collectors, Arterials Etc..)

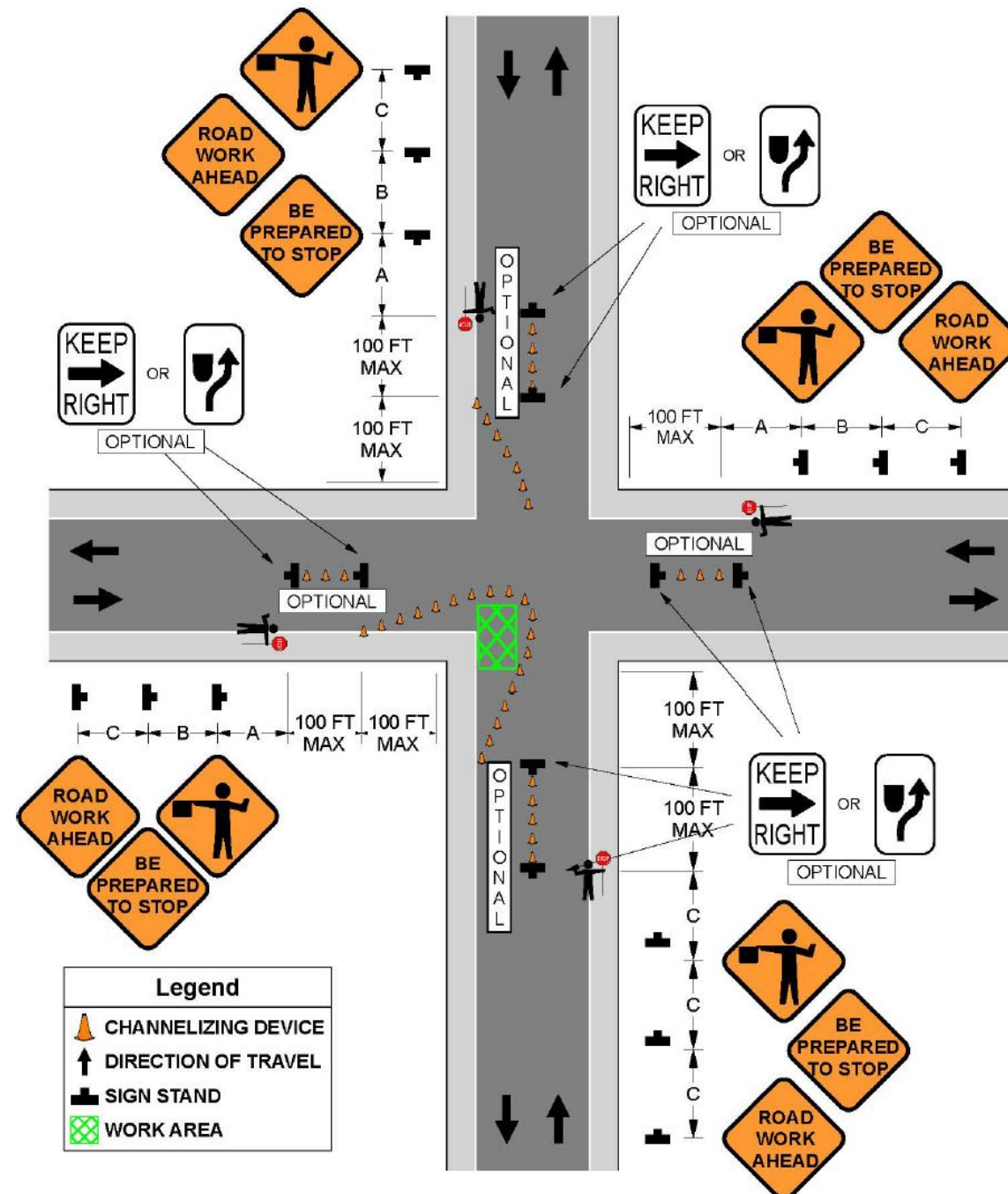
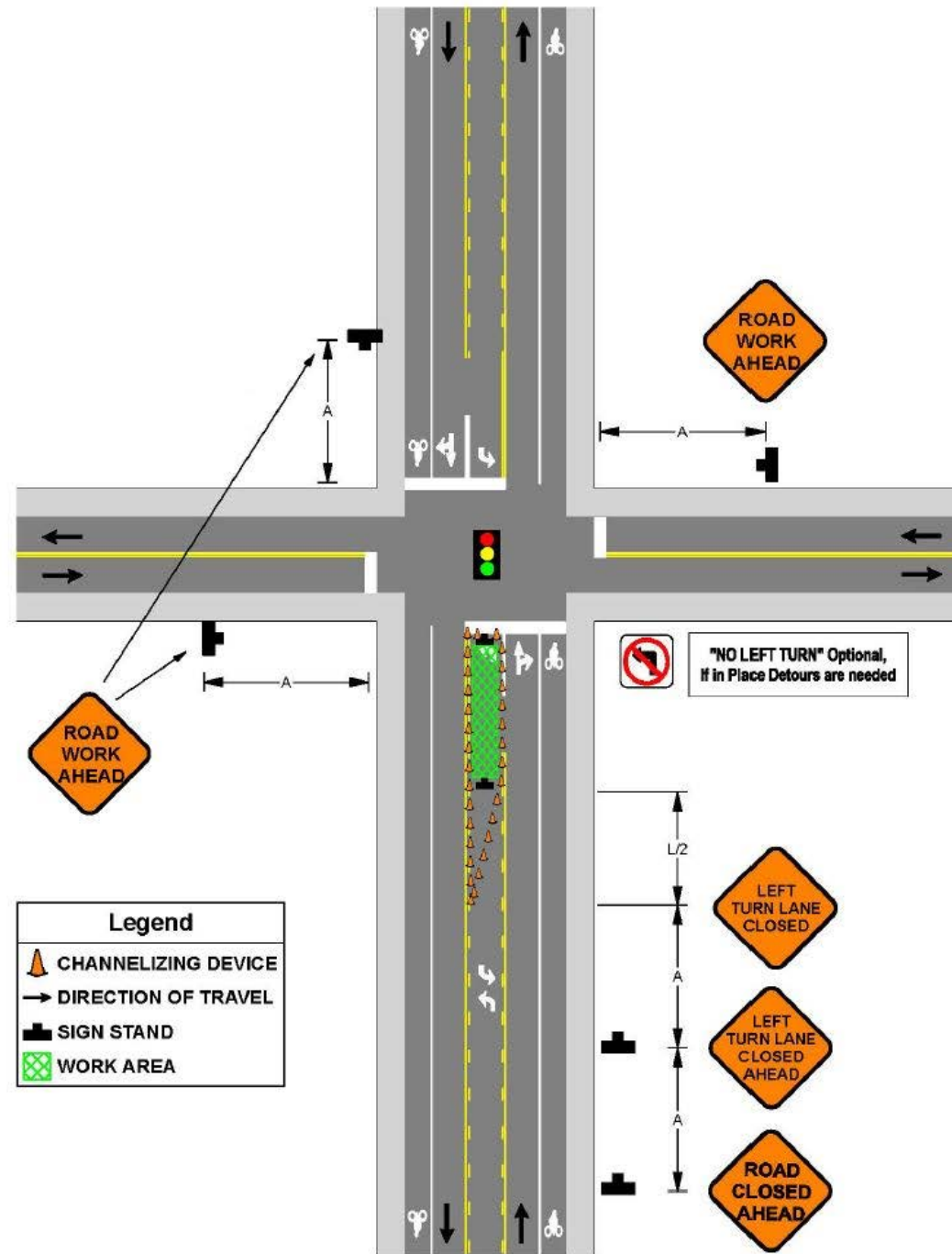
See Page A9 for A, B, C, L Distances



Left/Right Turn Lane Closures on Higher Volume Streets
 (I.E. Collectors, Arterials, etc.) Within Signalized Intersections
 (Contact Traffic Signal Staff)

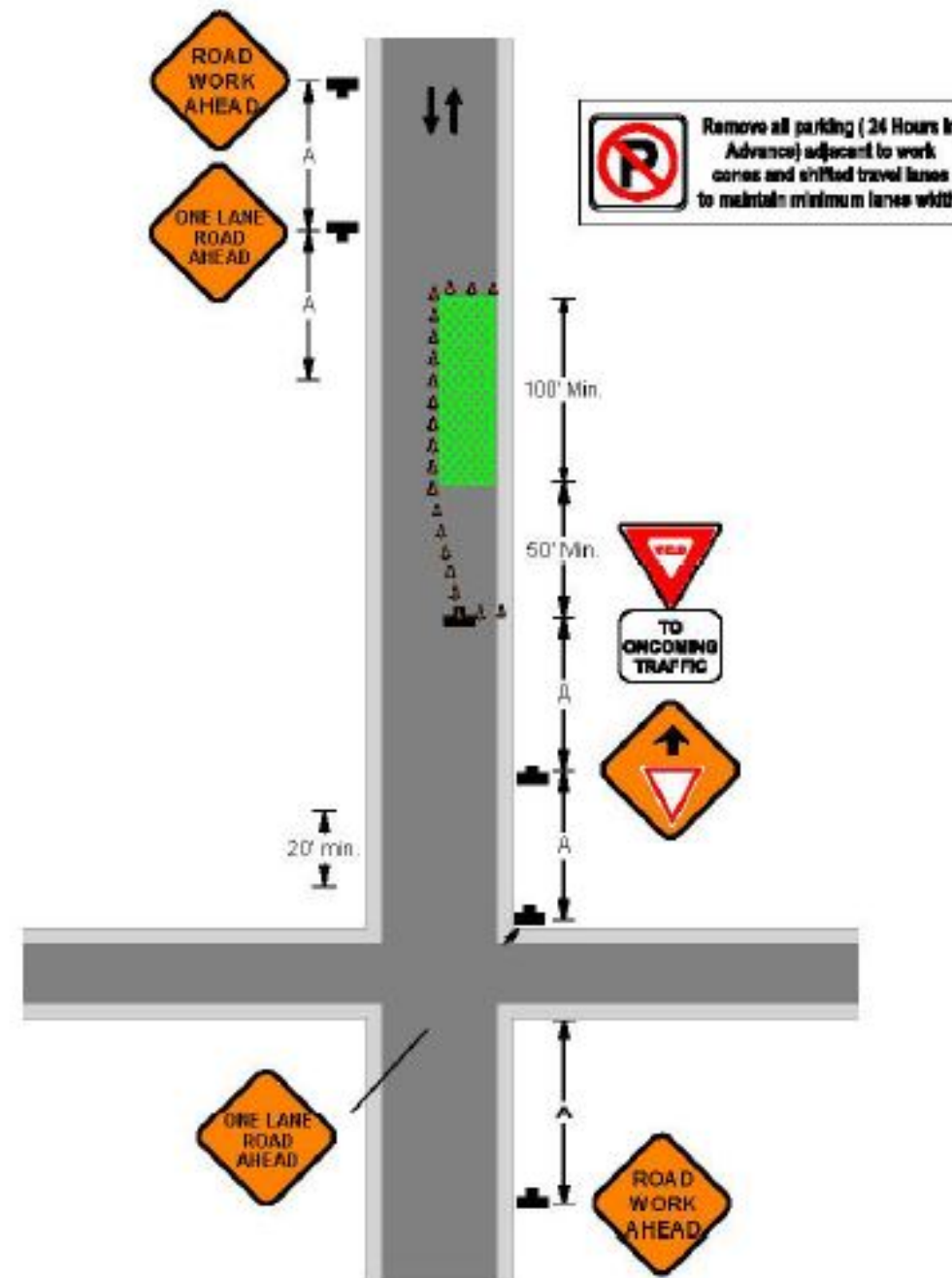
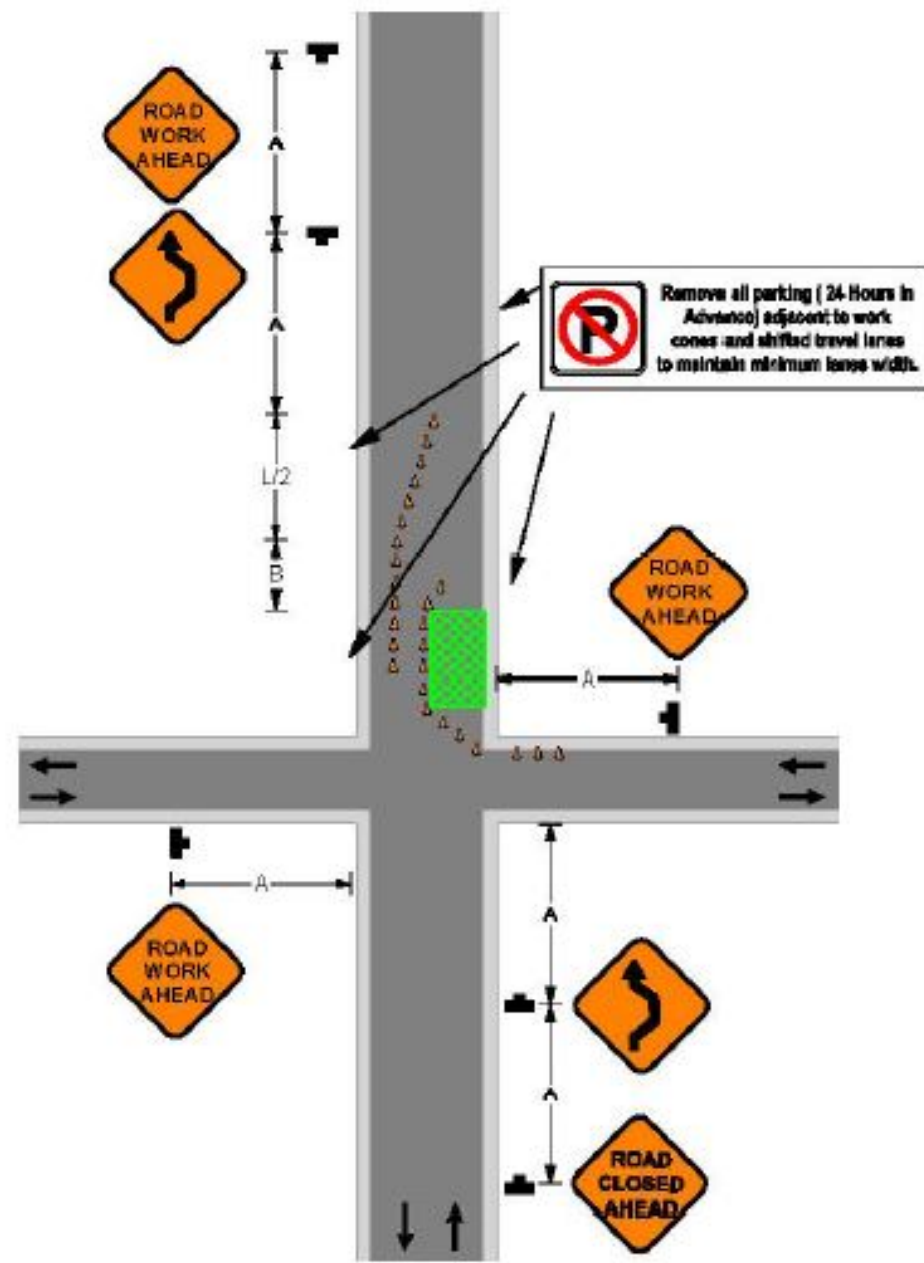
Closures on Lower Volume Streets for Workzones within Intersections

See Page A9 for A, B, C, L Distances



Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

Type of Taper	Taper Length (L)
Merging Taper	At least L
Shifting Taper	At least 0.5 L
Shoulder Taper	At least .33 L
One-Lane, Two Way Traffic Taper	100 Ft. (30m) Maximum
Downstream Taper	100 Ft. (30m) per Lane

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Lane Width	Speed in MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH
10 Ft.	Merging Taper	105'	150'	205'	270'	450'	500'	550'	600'	650'
11 Ft.	Merging Taper	115'	165'	225'	294'	495'	550'	605'	660'	715'
12 Ft.	Merging Taper	125'	180'	245'	320'	540'	600'	660'	720'	780'



PON: WAV PON 2
DCR: Extension

PERMIT:
LEGEND Date: 11/13/2023

- FIBEREQUIPMENT
 (2) MST 2
- POLE MR
 Pole Use
 Power
- SPLICECLOSURE
 Aerial
 Aerial
- Distribution
- Future MDU Drop
 Future MDU Drop
- MST Runs



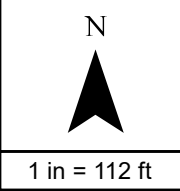
AT174	AT175	AT176
AU174	AU175	AU176
AV174	AV175	AV176

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Prjct Routes have been permitted separatly

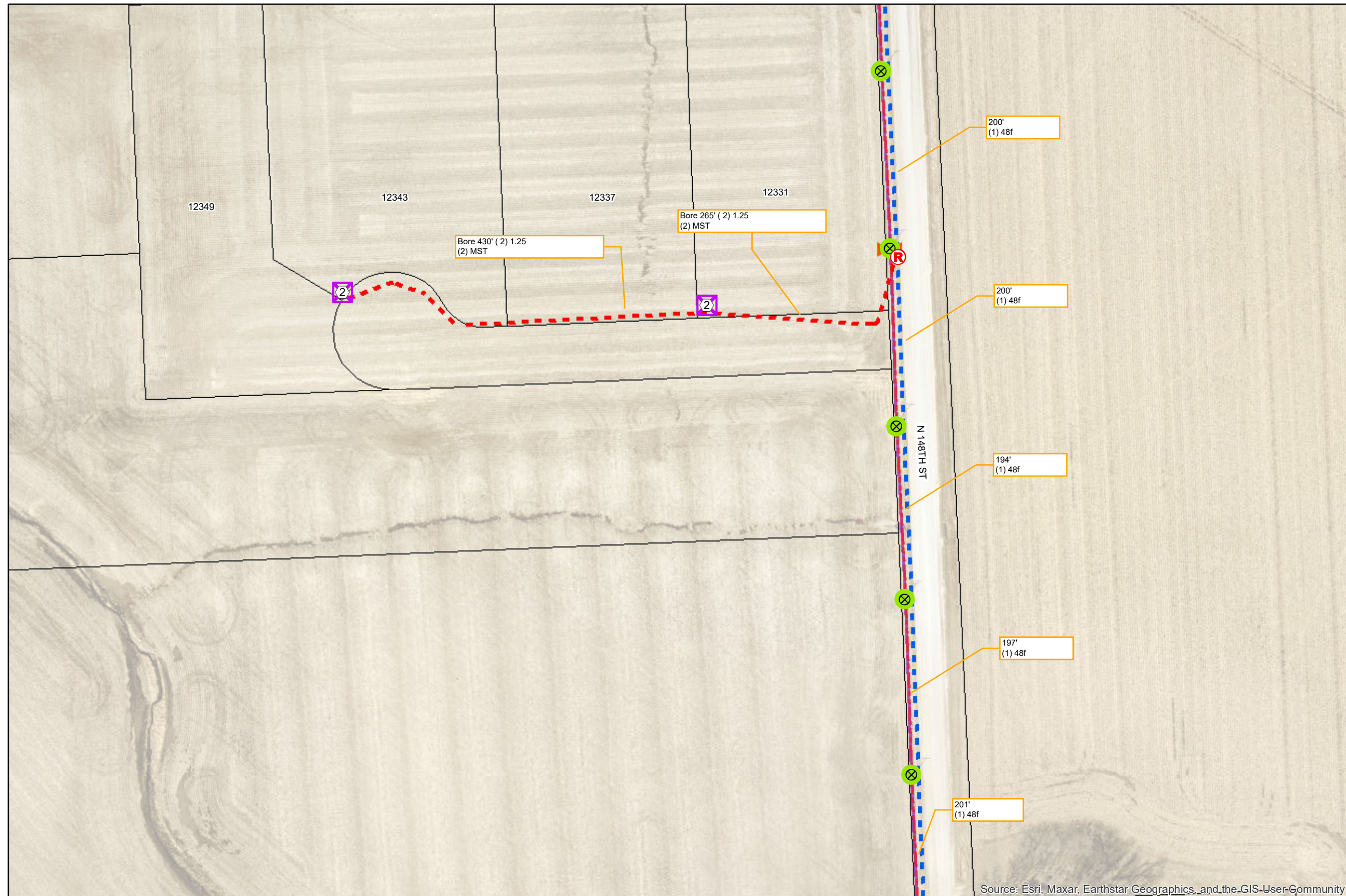
Revisions:



PON: WAV PON 2
DCR: Extension

PERMIT:
LEGEND Date: 11/13/2023

- FIBEREQUIPMENT STRUCTURE**
- MST 2
 - RISER
 - Small PED
 - SPLICECLOSURE
- POLE MR**
- Underground
 - Aerial
- Pole Use**
- Power
 - Bore
 - Distribution
- Future MDU Drop**
- Future MDU Drop

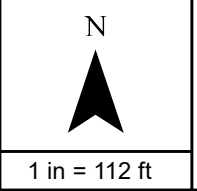


AU174	AU175	AU176
AV174	AV175	AV176
CZ68	CZ69	AW176

Source: Esri, Maxar, Earthstar Geographics, and the GIS-User-Community








Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:



PON: WAV PON 2
DCR: Extension

PERMIT:
LEGEND Date: 11/13/2023

-  PON
-  RISER
- POLE MR**
- Pole Use**
-  Power
-  Aerial
-  Bore
-  Distribution
- Future MDU Drop**
-  Future MDU Drop

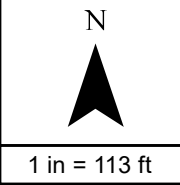


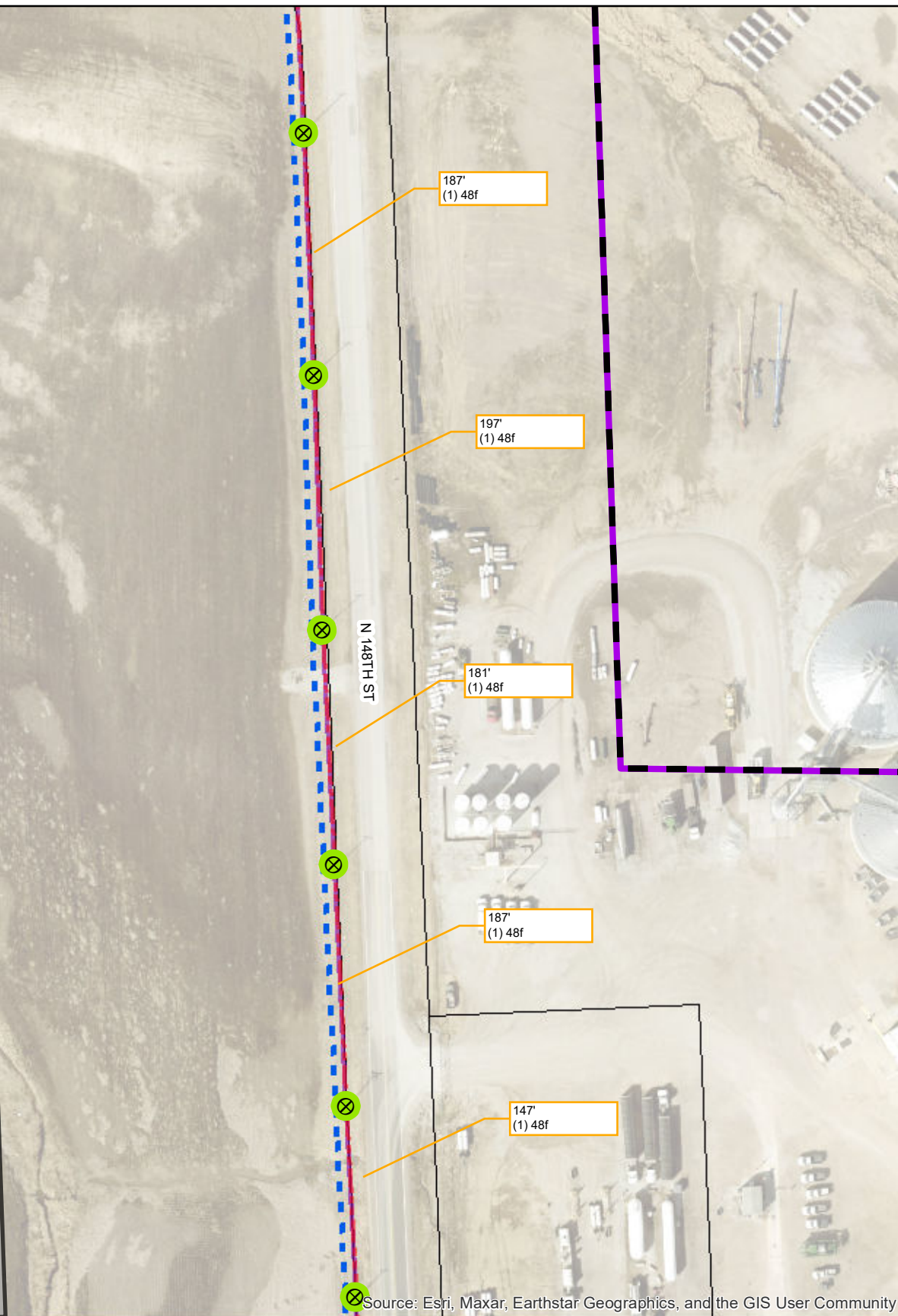
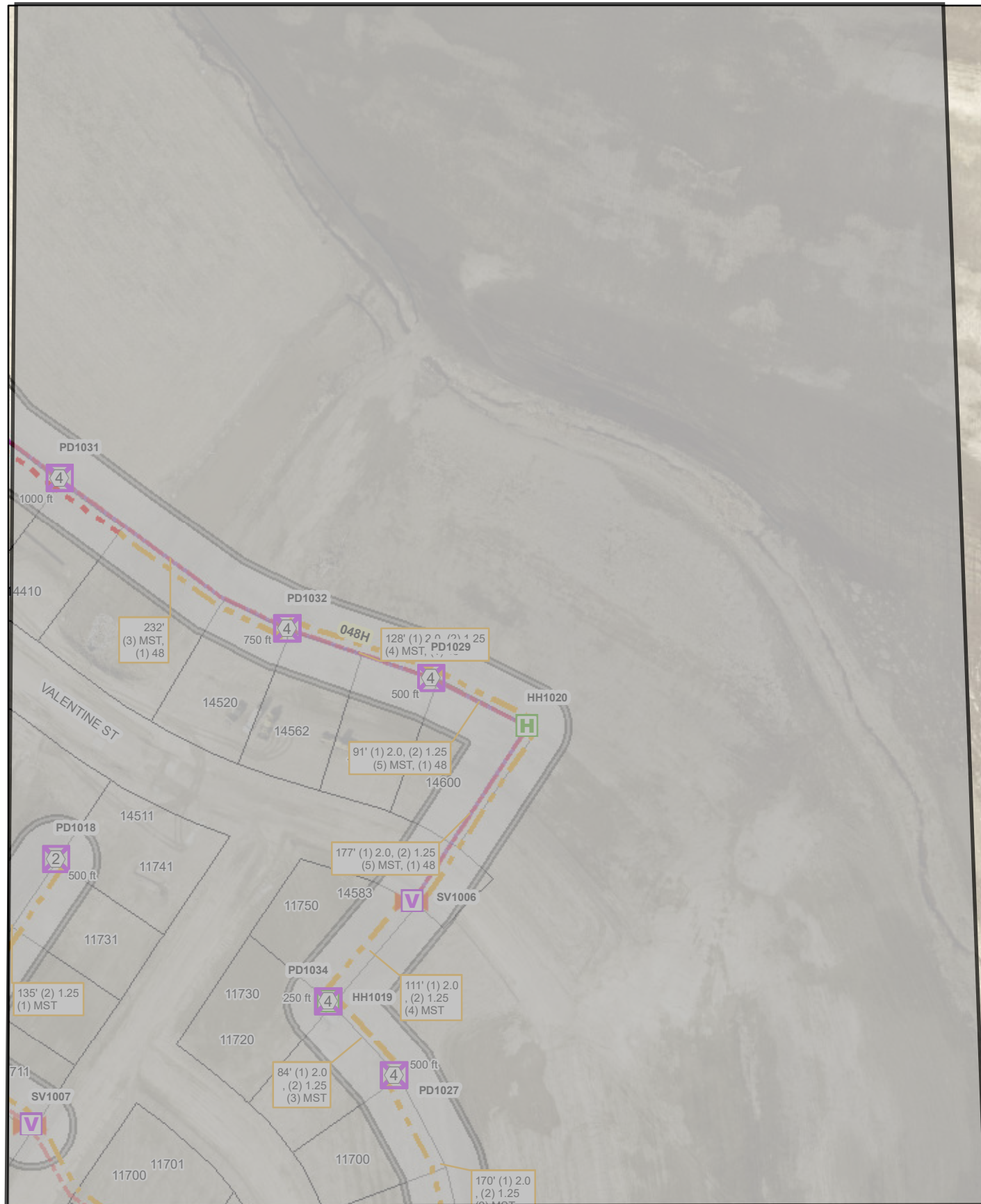
AV174	AV175	AV176
CZ68	CZ69	AW176
DA68	DA69	DA70

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:





PON: WAV PON 2
DCR: Extension

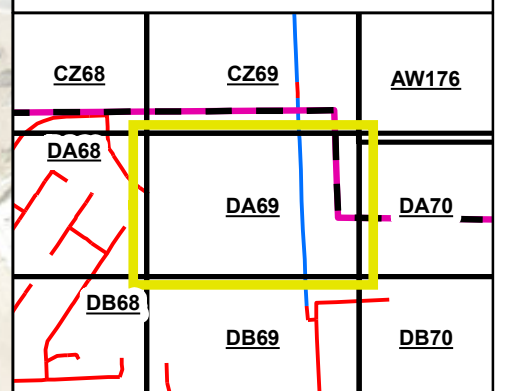
PERMIT:
LEGEND Date: 11/13/2023

FIBEREQUIPMENT		STRUCTURE	
④	MST 4	⊗	Small PED
②	MST 2	H	T36 Vault
		V	T48 Vault

POLE MR		SPLICECLOSURE	
Pole Use		⊗	Underground
		—	Joint Trench
		---	Aerial
		---	Bore
		---	Distribution

Future MDU Drop

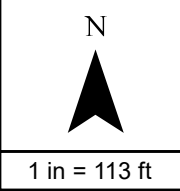
- Future MDU Drop
- MST Runs

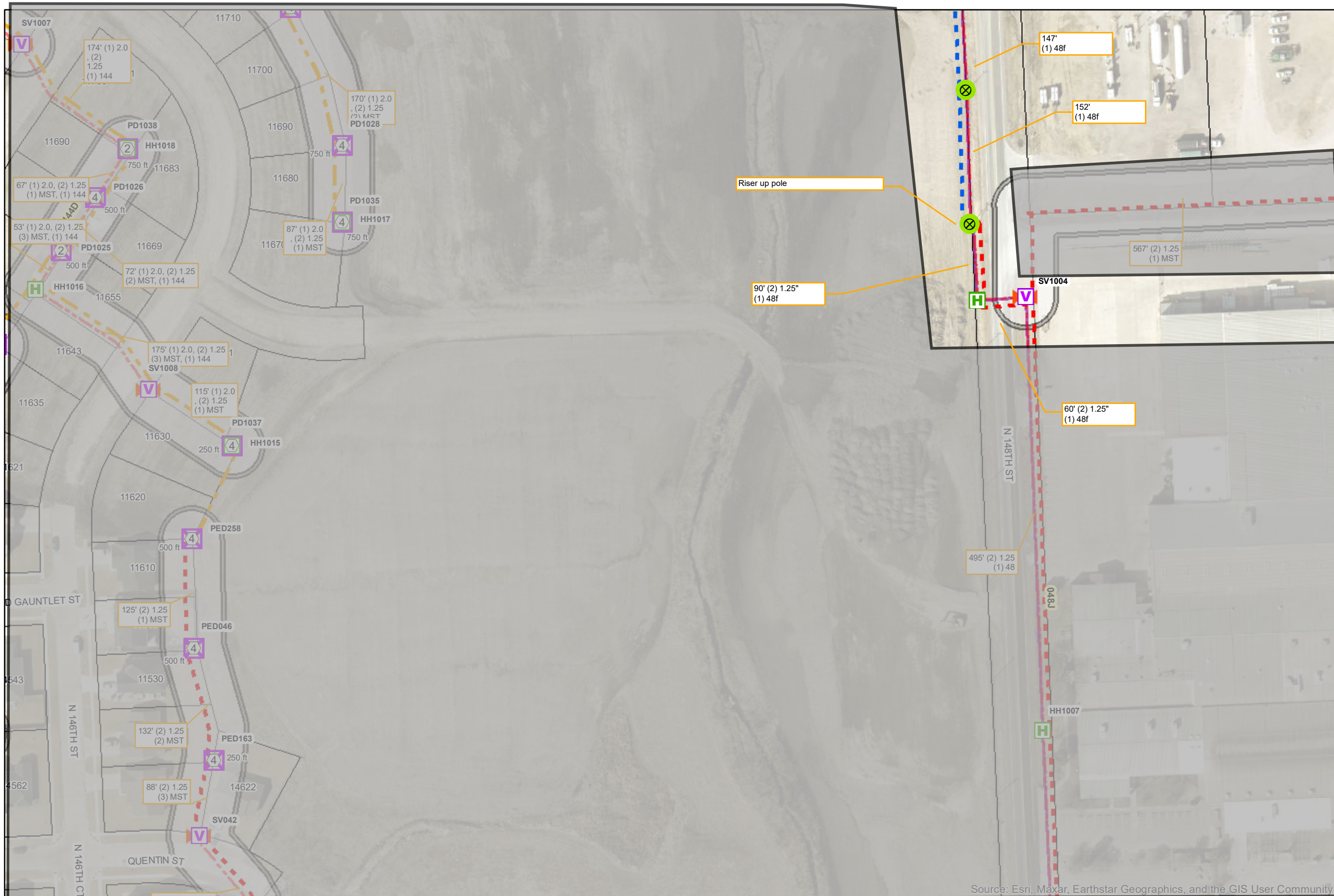


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Prjct Routes have been permitted separatly

Revisions:





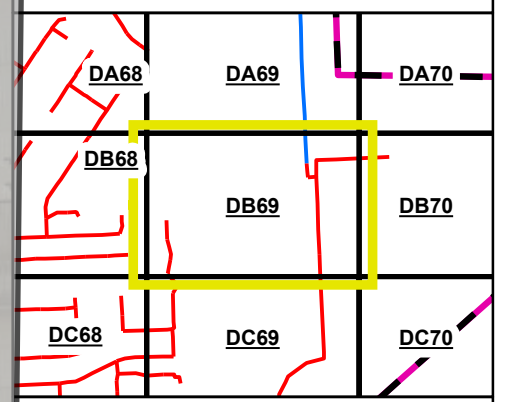
PON: WAV PON 2
DCR: Extension

PERMIT:
LEGEND Date: 11/13/2023

STRUCTURE	
	Small PED
	T36 Vault
	T48 Vault

SPLICE CLOSURE	
	Underground
	Joint Trench
	Aerial
	Bore
	Distribution

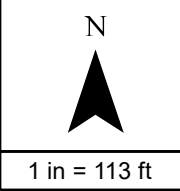
FUTURE MDU DROP	
	Future MDU Drop
	MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Prjct Routes have been permitted seprately

Revisions:



Quotation # S08987

Bill To:
 City of Waverly
 12605 E 148th Street
 Waverly NE 68462
 United States

Ship To:
 City of Waverly, Tracey Whyman
 12605 E 148th Street
 Waverly NE 68462
 United States

Order Date:
 03/24/2023

Purchase Order #:

Terms:
 Net 30 Days

FOB:
 PP&A

QTY	ITEM #	DESCRIPTION	AMOUNT EACH	TOTAL AMOUNT
Item # 1 - Controllers				
2.00	72-2104A-13R	[72-2104A-13R] Beacon 410A, four channel controller with large red strobe light (no sensor)	2,744.00	\$ 5,488.00
1.00	72-2108RK	[72-2108RK] Beacon 800, eight channel controller (no sensors)	2,300.00	\$ 2,300.00
			Subtotal \$ 7,788.00	
Item # 2 - Sensors (one set in each room except for the Pump room which should have two sets of sensors)				
2.00	35-3001-01	35-3001 for combustibles 100% LEL	1,176.00	\$ 2,352.00
2.00	65-2405RK-04	[65-2405RK-04] S2 Series LEL 0-100% sensor (catalytic) / transmitter with j-box, (specify calibration), remote detector and calibration adapter/splash guard	720.00	\$ 1,440.00
4.00	65-2336RK	[65-2336RK] S2 Series Carbon Monoxide (CO) 0-300 ppm sensor / transmitter, explosion proof with j-box, CSA version	740.00	\$ 2,960.00
4.00	65-2322RK	[65-2322RK] S2 Series Oxygen (O2) 0-25% (capillary type) sensor/transmitter, explosion proof with j-box, CSA version	650.00	\$ 2,600.00
4.00	65-2331RK	[65-2331RK] S2 Series Hydrogen Sulfide (H2S) 0-100 ppm sensor / transmitter, explosion proof with j-box, CSA version	740.00	\$ 2,960.00
100.00		TG-Tubing-LG,Tygon Tubing 12 inch length, 3/16 ID x 5/16 OD	2.10	\$ 210.00
			Subtotal \$ 12,522.00	
Item # 3 - Strobes				
1.00	51-0131-RED	[51-0131-RED] Horn with strobe, outdoor, panel mounting, 120 VAC, 4 wire, red lens	580.00	\$ 580.00

REMIT TO: TG Technical Services
 P.O. Box 775
 Lee's Summit, MO 64063
 Contact: Denise Hosack
 Email: denise@tgtechservices.com
 Phone: 816-524-8100



"THE GAS MONITOR EXPERTS"

TG Technical Services
613 SW 3rd Street - Suite B
Lees Summit, MO 64063
816-524-8100

Subtotal \$ 580.00			
Item # 4 - Shipping			
1.00	Delivery_011	UPS Ground	67.07 \$ 67.07
Subtotal \$ 67.07			

Untaxed Amount	\$ 20,957.07
Tax 0% on \$ 20,890.00	\$ 0.00
Total	\$ 20,957.07

<https://www.buygasmonitors.com/shipping-returns-terms/>

Payment terms: 30 Days

Notes:

REMIT TO: TG Technical Services
P.O. Box 775
Lee's Summit, MO 64063
Contact: Denise Hosack
Email: denise@tgtechservices.com
Phone: 816-524-8100



FOUR CHANNEL WALL MOUNT CONTROLLER

Gas Detection For Life

Beacon™ 410A Model



Features

- Simultaneously control up to 4 gas monitoring channels
- OLED display of all 4 channels
- LEL / O₂ / CO₂ / toxic direct connect sensors
- Accepts any 4-20 mA transmitter, 2 or 3 wire
- Up to 3 programmable alarm levels per channel
- Up to 3 configurable alarm relays per channel
- 4-20 mA analog & Modbus digital output standard
- 115 / 220 VAC or 24 VDC operation
- Audible alarm with silence feature
- RFI / EMI Resistant
- Alarm reset switch
- Built in trouble alarm with relay
- Weather and corrosion resistant NEMA 4X enclosure

Applications

- Petrochemical plants
- Refineries
- Water & wastewater treatment plants
- Pulp & paper mills
- Gas, telephone, & electric utilities
- Parking garages
- Manufacturing facilities
- Steel

The Beacon 410A is a highly configurable, microprocessor-based, flexible and easy to use 4 channel gas monitoring controller. It simultaneously displays the gas type, readings, and status for four channels of gas detection. It can monitor any combination of direct connect sensors (LEL, O₂, CO₂, and toxic gas sensors), as well as any 4-20mA transmitter.

Each channel has up to three fully configurable alarm points. A built-in silenceable audible alarm alerts you to alarm conditions. Each channel also has two dedicated fully configurable relays and there is a bank of common relays as well. The common relays can optionally be configured as additional relays allowing up to 3 alarm relays per channel. Each channel provides a 4-20mA output signal. A digital Modbus interface for remote logging of data via a Modbus network is standard. A Min-Max feature retains high & low peak readings for review at any time.

Optional Strobe Light

A fully configurable, high visibility strobe is available as an option. The unit can be powered from 115/220 VAC, or an external 24 VDC source. A trickle charging battery backup feature with battery assembly is also available as an option.

All features and functions of the Beacon 410A are controlled by easy to use menus on the OLED display. All features including form-C relay contacts of the Beacon 410A are built into the unit so you never need to purchase or maintain any "add-on" cards or components.



RKI Instruments, Inc. • 33248 Central Ave. Union City, CA 94587 • Phone (510) 441-5656 • (800) 754-5165 • Fax (510) 441-5650

World Leader In Gas Detection & Sensor Technology
www.rkiinstruments.com

Physical

Dimensions	Height: 12.5" (31.8 cm) x Width: 11" (27.9 cm) x Depth: 6.4" (13.6 cm)
Enclosure	NEMA 4X Fiberglass / polyester with lexan window for indoor and outdoor locations
Conduit Connection	3/4" NPT conduit hubs, 4 provided, for sensor, power, & relay wiring
Wiring Termination	Screw Type terminal block, 14 gauge max
Power	115 VAC, 220 VAC, or 24 VDC nominal. Battery backup option available
Optional Accessories	Strobe light, and Battery Backup Assembly
Controls	Display PCB Control Switches: <ul style="list-style-type: none"> • UP/YES push button switch • ESCAPE push button switch • External reset switch • DOWN/NO push button switch • ENTER push button switch • On/Off toggle switch

Environmental

Operating Temperature	-4°F to 122°F (-20°C to 50°C)
Storage Temperature	-40°F to 158°F (-40°C to 70°C)
Enclosure Rating	NEMA-4X enclosure, chemical and weather resistant. Suitable for indoor and outdoor installations

Inputs

Direct Wired Sensors	LEL, Oxygen, Carbon Dioxide, and toxic gas sensors. Remote amp not required for less than 500 feet
4-20 mA	Accepts any 4-20 mA transmitter (24 VDC, 2 or 3 wire). A wide variety of RKI/Riken sensors are available with 4-20 mA signals. Wiring distances up to 8,000 feet
Sampling Methods	Diffusion and sample draw heads available

Outputs

Relays	Two flexible, programmable Form-C (C, NO, NC) relays per channel, plus five common relays (Fail, Alarm-1, Alarm-2, Alarm-3, Alarm-Any). Common relays may optionally be assigned to function as additional channel alarm relays, providing for up to three alarm relays per channel. 10A contact rating, 250V.
4-20 mA	Signal output, 4-20 mA (maximum load impedance 500 ohms), per channel
RS-485	Modbus format RS-485 serial output of all channel data, including gas reading and alarm status.
Display	Four line OLED display
Audible	Built-in audible alarm, 94 dB, mounted on enclosure Coded output: pulsing = gas alarm, steady = fail
Visual	<ol style="list-style-type: none"> 1. Alarm LED's (on Display PCB) <ul style="list-style-type: none"> • Alarm 1 = yellow • Alarm 2 = orange • Alarm 3 = red • Fail = yellow 2. Green Pilot LED to indicate AC power connected (on Display PCB) 3. An optional 24 VDC NEMA 4X strobe mounted to top of case.

Approvals

Approvals	CSA Certified to CSA C22.2 No. 61010-1-12 and UL61010-1
------------------	---

Warranty

One year materials and workmanship



Authorized Distributor:

- Toll Free: (800) 754-5165 • Phone: (510) 441-5656
- Fax: (510) 441-5650 • www.rkiinstruments.com

M2A STAND ALONE TRANSMITTER



- Operates with or without a controller
- Direct digital readout with OLED cold temperature display
- Available gases include
 - LEL, O₂, H₂S, CO, CO₂, and 100% Vol CH₄
 - Toxic gases include NH₃, AsH₃, Cl₂, ClO₂, HCN, & SO₂
- Infrared sensor for combustibles and CO₂
- 4-20 mA & digital Modbus outputs standard
- 2 fully programmable alarm relays & fail relay
- Non-intrusive calibration via magnetic wand
- Explosion proof construction
- Patented water repellent sensor cover
- User friendly setup, push buttons & OLED menus
- Long-life sensors (2 + years typical)

The RKI M2A™ is a state-of-the-art transmitter that can operate as an independent, stand-alone monitor or as part of an integrated system. The M2A connects with an analog or digital signal to virtually any controller, PLC, or DCS. Setup procedures are simplified with user friendly push buttons and OLED menus. It utilizes a magnetic wand technique for performing non-intrusive calibration. The M2A provides an automatic zero drift correction feature, which results in more stable readings and reduces the need for adjustments due to sensor aging.

The housing of the M2A does not need to be opened for zeroing or calibration, making it unnecessary to declassify the area for routine maintenance. It is designed so that a complete field calibration can be performed by one person. Sensor construction is rated Class I, Div. 1 Groups B, C, D for flammables, CO, H₂S, O₂, and CO₂, and Class I, Div. 2 for all other toxics.

The transmitter provides a 4-20 mA output in addition to a Modbus digital output. It also has two levels of alarms with relays, plus a fail alarm with relay. A digital display of the gas concentration, as well as alarm and status lights, can be viewed through the front window.


The toxic sensors are electrochemical type plug-in sensors, which provide high specificity, fast response, and long life. The plug-in design allows quick replacement in the field with no tools required. Toxic sensors are designed for use in Class I, Div. 2 hazardous locations. Sensors available for NH₃, AsH₃, Cl₂, ClO₂, HCN, PH₃, and SO₂

The M2A represents the latest leading edge technology in sensor / transmitters today.

World Leader In Gas Detection & Sensor Technology


Explosion Proof

Class I, Div. 1 , Groups B, C, D



Part #	Combustibles		LEL	O ₂	H ₂ S	CO	CH ₄	HC	CO ₂	
	LEL	PPM	H ₂ Specific	Oxygen	Hydrogen Sulfide	Carbon Monoxide	Methane	Hydrocarbons	Carbon Dioxide	
	UL	65-2640RK	65-2647RK	65-2641RK	65-2643RK-05	65-2645RK-05	65-2646RK-05	65-2649RK-CH4 65-2658RK-CH4	65-2649RK-HC	65-2660RK-02 65-2660RK-03 65-2660RK-05 65-2660RK-10
	CSA	65-2640RK-05	65-2647RK-05	65-2641RK-05						
Sensors		Catalytic			Galvanic cell	Electrochemical		Infrared		
Measuring Ranges	0 - 100% LEL	0 - 9000 ppm CH ₄	0 - 100% LEL	0 - 25.0% Vol.	0 - 100 ppm	0 - 300 ppm	0 - 100% LEL 0 - 100% Vol.	0 - 100% LEL	-02 0 - 5000 ppm -03 0 - 5% Vol. -05 0 - 50% Vol. -10 0 - 100% Vol.	
Resolution	1% LEL	20 ppm	1% LEL	0.1% Vol.	1 ppm		1% LEL / 1% Vol.			
Lower Detectable Limit (LDL)	2% of full scale			0.1% Vol.	2% of full scale					
Max Current Draw (24VDC)	160 mA with alarm 1 and alarm 2 active and all relays energized			125 mA with alarm 1 and alarm 2 active and all relays energized			160 mA with alarm 1 and alarm 2 active and all relays energized			
Response Time (T-90)	35 Seconds or less			90 Seconds or less	60 Seconds or less	90 Seconds or less	30 Seconds or less			
Life Expectancy	2 to 3 years with normal service		3 to 5 years with normal service	2 to 3 years with normal service			5 years plus with normal service			
Accuracy (which ever is greater)	± 5% of reading or ± 2% of full scale			± 0.5% Vol. O ₂	± 5% of reading or ± 2 ppm H ₂ S	± 5% of reading or ± 5 ppm CO	± 5% of reading or ± 2 % of full scale			
Weather Resistant	Patented water repellent sensor coating									
Alarms										
Alarm Settings	Two fully programmable alarm set points, increasing / decreasing, latching / self-resetting, on delays, off delays, normally energized or de-energized									
Alarm Indication	Visual LEDs. Alarm 1, Amber; Alarm 2, Red; Fail, Red									
Relays	5 amp form 'C' contacts for alarm 1, alarm 2, and fail									
Physical										
Dimensions	Height: 8.5" (215 mm), Width: 5.2" (132 mm), Depth: 4.5" (114 mm)									
Display	Alphanumeric OLED display. 8 characters per line; 2 lines for gas concentration readout, plus user-friendly calibration and setup									
Enclosure	Explosion proof for Class I, Div 1, Groups B, C, D.									
Enclosure Rating	NEMA 4X, explosion proof, watertight, cast aluminum with o-ring seal and epoxy powder coating									
Controls	Magnet used for calibration functions. Calibrates without opening the housing. Internal push-button controls also available for calibration and setup									
Operating Environment										
Operating Temperature	-40°F to 167°F -40°C to 75°C			-4°F to 113°F -20°C to 45°C	-40°F to 104°F -40°C to 40°C	23°F to 104°F -5°C to 40°C	-40°F to 122°F -40°C to 50°C			
Relative Humidity	5 - 95% RH non-condensing									
Location	Indoor or outdoor. Explosion proof for Class I, Div. 1, Groups B, C, D.									
Operating Voltage	10 VDC - 30 VDC									
Outputs										
Analog	Linear 4-20 mA signal, into 1000 ohms impedance max (24DC), 0 - 500 ohms max (12VDC) corresponding to 0 - full scale									
Digital	Modbus RTU output standard, fully configurable, 2-wire RS-485, 1200 to 19.2k baud									
Approvals	65-2640RK UL		65-2641RK UL	c CSA US			c UL US			
	65-2640RK-05 c CSA US		65-2641RK-05 c CSA US							
Controllers	Beacon 110, Beacon 200, Beacon 410A, Beacon 800 as well as most DCS / PLC systems									
Warranty	One year material and workmanship									

Toxic Gas Transmitters

Class I, Div. 2

	O2 Oxygen	H2S Hydrogen Sulfide	CO Carbon Monoxide	Toxics See Chart Below	CO2 Carbon Dioxide
 Part#	65-2666RK *65-2644RK	65-2662RK	65-2663RK	See Chart Below	65-2661RK-02 65-2661RK-03 65-2661RK-05 65-2661RK-10
Sensors	Galvanic cell	Electrochemical			Infrared
Measuring Ranges	0-25% Vol.	0-100 ppm	0-300 ppm	See Chart Below	-02 0 - 5000 ppm -03 0 - 5% Vol. -05 0 - 50% Vol. -10 0 - 100% Vol.
Resolution	0.1% Vol.	1 ppm		See Chart Below	20 ppm / 0.01% Vol. / 0.1% Vol. / 1%Vol.
Lower Detectable Limit (LDL)	0.1% Vol.	2% of full scale			
Response Time (T-90)	35 Seconds or less			60 Seconds or less	30 Seconds or less
Max Current Draw (24VDC)	125 mA with alarm 1 and alarm 2 active and all relays energized				160 mA with alarm 1 and alarm 2 active and all relays energized
Life Expectancy	2 to 3 years with normal service				5 years plus
Accuracy (which ever is greater)	± 0.5% Vol. O2	± 5% of reading or ± 2 ppm H2S	± 5% of reading or ± 5 ppm CO	± 10% of reading or ± 5% of full scale	± 5% of reading or ± 2% of full scale
Alarms					
Alarm Settings	Two fully programmable alarm set points, increasing / decreasing, latching / self-resetting, on delays, off delays, normally energized or de-energized,				
Alarm Indication	Visual LEDs. Alarm 1=Amber; Alarm 2=Red; Fail=Red				
Relays	5 Amp form 'C' contacts for alarm 1, alarm 2, and fail				
Physical					
Dimensions	Height: 8.5" (215 mm), Width: 5.2" (132 mm), Depth: 4.5" (114 mm)				
Display	Alphanumeric OLED display, 8 characters per line; 2 lines for gas concentration readout, plus user-friendly calibration and setup				
Sensor Rating	Non explosion proof construction, designed for Class I, Div. 2, Groups B, C, D (no certification)				
Housing J-Box	NEMA 4X, explosion proof, watertight, cast aluminum with o-ring seal and epoxy powder coating				
Controls	Magnet used for calibration functions. Calibrates without opening the housing. Internal push-button controls also available for calibration and setup				
Sensor	Aluminum / Plastic (non explosion proof)				
Operating Environment					
Operating Temperature	-4°F to 113°F -20°C to 45°C	-40°F to 104°F -40°C to 40°C	23°F to 104°F -5°C to 40°C	14°F to 104°F -10°C to 40°C	-40°F to 122°F -40°C to 50°C
Relative Humidity	5 - 95% RH non-condensing				
Location	Indoor or outdoor				
Operating Voltage	10 VDC - 30 VDC				
Outputs					
Analog	Linear 4-20 mA signal, into 1000 ohms impedance max (24DC), 0 - 500 ohms max (12VDC) corresponding to 0 - full scale				
Digital	Modbus RTU output standard, fully configurable, 2-wire RS-485, 1200 to 19.2k baud				
Controllers	Beacon 110, Beacon 200, Beacon 410A, Beacon 800 as well as most DCS / PLC systems				
Warranty	One year materials and workmanship				

*Partial pressure sensor for helium (He) applications. Consult factory for details.

		M2A Toxic Transmitter Sensor Ordering Information					
		Part Number With J-Box	Gas	Range	Resolution	Sensor Type	
 ESM-01  CT-7 * Sensor being phased out, use CT-7 type when possible.		65-2670RK-NH3-75	Ammonia (NH3)	0 - 75.0 ppm	0.1 ppm	CT-7	
		65-2670-NH3-1	Ammonia (NH3)	0 - 100 ppm	1 ppm	CT-7	
		65-2670-NH3-2	Ammonia (NH3)	0 - 200 ppm	1 ppm	CT-7	
		65-2670-NH3-5	Ammonia (NH3)	0 - 500 ppm	1 ppm	CT-7	
		65-2648RK-AsH3	Arsine (AsH3)	0 - 1.50 ppm	0.1 ppm	ESM -01	
		65-2670RK-CL2-3	Chlorine (Cl2)	0 - 3.00 ppm	0.01 ppm	CT-7	
		65-2670RK-CL2-10	Chlorine (Cl2)	0 - 10.0 ppm	0.1 ppm	CT-7	
		65-2670RK-CLO2	Chlorine Dioxide (ClO2)	0 - 1.00 ppm	0.01 ppm	CT-7	
		65-2648RK-HCN	Hydrogen Cyanide (HCN)	0 - 15.0 ppm	0.1 ppm	ESM -01	
		65-2648RK-PH3	Phosphine (PH3)	0 - 1.00 ppm	0.01 ppm	ESM -01	
		65-2648RK-SO2	Sulfur Dioxide (SO2)	0 - 6.00 ppm	0.01 ppm	ESM -01	

(800) 754-5165

M2A Stand Alone Transmitter

AVAILABLE ACCESSORIES



Remote Mount Calibration Adaptor



Flow through adaptors



Air aspirator adaptors / panels



Remote horns & lights



Calibration adaptors



Calibration kits

Direct Interface with Beacon 110 / 200 / 410A / 800 Controllers






M2A Wiring Matrix				
	Number of Wires to Controller	Maximum Distance to Controller		
		18 AWG wire	16 AWG wire	14 AWG wire
M2A Transmitter	3	2500 ft.	5,000 ft.	8,000 ft.



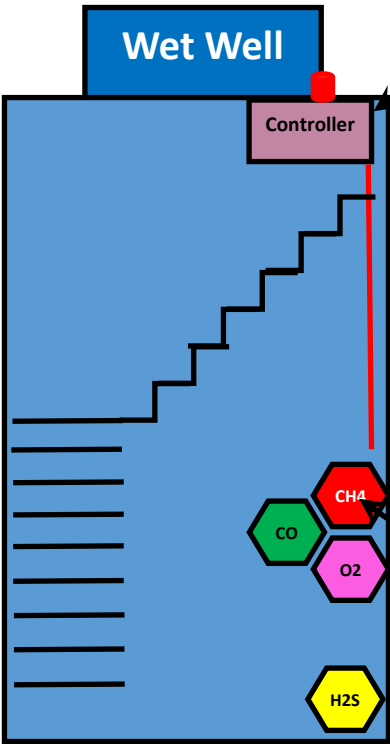
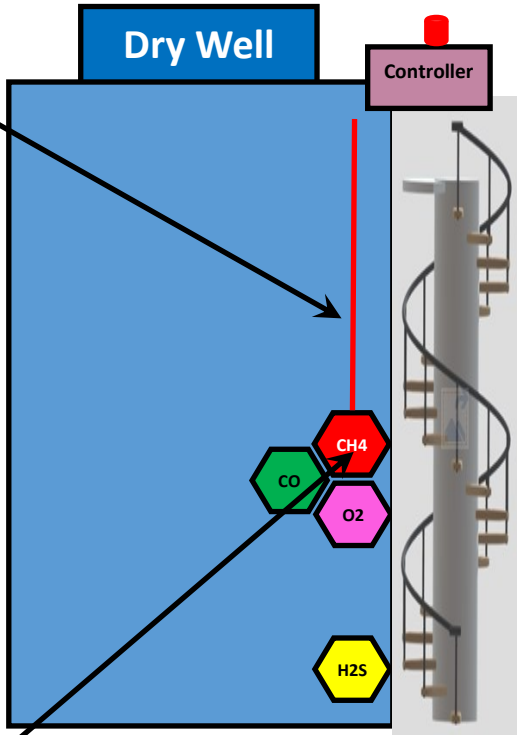
Made in the USA

Authorized Distributor:

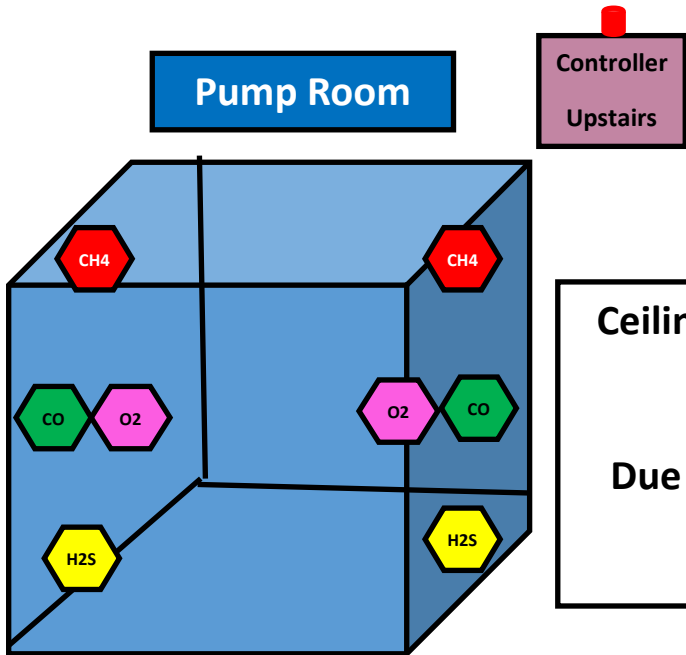
Waverly, NE Wastewater Treatment Plant

-  X 3
-  X 4
-  X 4
-  X 4
-  X 4

Pump pulling air sample from tubing running up to the ceiling area



CH4 Sensors at accessible height level for easier maintenance, (calibration, or sensor replacement).



Ceiling is lower, allowing for direct LEL sensor placement in danger zone. Due to the size of this room, a second set of sensors is recommended.



401 West Wea • P.O. Box 269
Paola, Kansas 66071-0269

Phone: (913) 294-2361
Fax: (913) 294-2211



April 27, 2023

Mr. Bill Gerdes, Mayor
City of Waverly Nebraska
14130 Lancashire
Waverly, NE 68462

Re: Waverly Aquatic Center- Light Pole Proposal

Bill-

Carrothers Construction Co LLC is pleased to have the opportunity to offer this proposal for the purchase and installation of the light poles on the Waverly Aquatic Center. Carrothers Construction Co. will:

- Purchase and install the lights and light poles in the locations shown in the project plans.
- We will have light poles delivered to the jobsite and install them as soon as practical.
- Light poles are a long lead time item and could potentially take up to one year or more to receive.

Price for items listed above is \$67,700

General Terms:

Our price is valid for thirty days. The work is to be completed on a schedule acceptable to both parties. We anticipate this work will take two-four weeks to complete after receipt of materials. This proposal is based on use of our standard safety and drug testing programs. Work completed by Carrothers Construction Co., LLC, if faulty, will be repaired within the year following completion of our work. The above costs include all supervision, non-union/non-prevailing wage labor and construction equipment necessary to complete the work. We will provide a Certificate of Insurance prior to beginning work. We have not included a premium for a bond. Sales taxes are not included; a sales tax exemption form will need to be provided to us by the Owner. Completed work will be billed monthly. Terms are net 30 days. All work not specifically mentioned in this proposal is excluded. Permits and licenses, if required, are excluded.

Sign and date below to accept this proposal


Carrothers Construction Company LLC


City of Waverly, Nebraska