

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on April 23, 2024 at 6:00 PM. This meeting will be held at the Waverly City Office Building, 14130 Lancashire, Waverly, NE 68462. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

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

All items listed with an asterisk (*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
 - 1.f) Proclamations and Presentations
 - 1.f.i) *Speeding Awareness Week Proclamation, April 22-26, 2024
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
 - 5.a) *Minutes of the April 9, 2024 City Council Meeting
6. **Consideration of Claims and Financial Reports**
 - 6.a) Claims for payment
 - 6.b) Keno & Sales Tax Reports
 - 6.c) TIF Annual Report to Council
7. **Alternate Day Watering effective May 1, 2024**
 - 7.a) Consideration of the third and final reading of Ordinance 24-02 amending Chapter 51 of the Waverly Municipal Code relating to Lawn Irrigation Systems to enact Alternate Day Watering and to provide for an effective date of May 1, 2024.
 - 7.b) Consideration of Resolution 24-02 a resolution to establish a City of Waverly Sod & Seeding Permit and associated fees.
8. **Introduction of Resolutions**
 - 8.a) Consideration of Resolution 24-05 approving new Fire/Rescue department member Christopher Davis.
9. **Introduction of Ordinances**
10. **Introduction of Business and Communications**
 - 10.a) Consideration of the purchase of 30 barricades from Lightle Enterprises in an amount not to exceed \$7,125.00.
 - 10.b) Consideration of engineering services from JEO for the Programming and Preliminary Space Planning Design Study for Waverly Municipal Building/Recreation Center, Public Works, and Fire & Rescue Buildings in an amount not to exceed \$9,500.00.
11. **Committee Reports**

11.a) Human Services (Park & Recreation): Council Member Jespersen

11.b) Public Works (Utilities & Street): Council Member Nielson

11.c) Public Health (Fire & Safety): Council Member Pascoe

11.d) Fiscal & Economic Development: Council Member Hummel

11.e) City Administrator Fisher

12. Adjournment

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

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

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

SPEEDING AWARENESS WEEK PROCLAMATION

To designate the Week of April 22 - 26, 2024, as Speeding Awareness Week

- WHEREAS; The Nebraska Department of Transportation (NDOT) is working together with Nebraska Emergency Response Agencies through the Traffic Incident Management (TIM) Group; and
- WHEREAS; The (TIM) group, which meets regularly across the state to discuss key safety issues and crash response efforts in Nebraska; and
- WHEREAS; Emergency response agencies have seen speeding as a rising problem throughout the state of Nebraska; and
- WHEREAS; As traffic counts continue to grow, agencies across Nebraska are seeing an increase in speeding-related activity and incidents on our roads; and
- WHEREAS; It is imperative that all drivers take this matter seriously as speeding greatly increases the severity of traffic-related incidents.

NOW, THEREFORE, I, William D. Gerdes, Mayor, City of Waverly, Nebraska, in recognition of this campaign do hereby proclaim the week of April 22 – 26, 2024, as

SPEEDING AWARENESS WEEK

And, I recognize the need to join forces to educate the public on the dangers of speeding and bring awareness to the dangers and consequences of speeding.

William D. Gerdes, Mayor

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON APRIL 9, 2024

CALL TO ORDER

Mayor Bill Gerdes called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes and Council Members Abbey Pascoe, Dave Nielson, Aaron Hummel, and David Jespersen were in attendance. Other City Officials present were City Administrator Stephanie Fisher, Rembolt Ludtke Attorney Tim Moll, and City Clerk Megan Frye. Others present were Tony Larson and Lancaster County Sheriff Jason Brownell. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

ADOPTION OF AGENDA

Council Member 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

Arbor Day Proclamation.

Minutes of the March 26, 2024 City Council Meeting.

Consideration of Resolution 24-04 authorizing no parking signs along N 148th Street on July 4, 2024 from 9:00 a.m. to 2:00 p.m. for the Fourth of July Parade.

Consideration of the Waverly Community Chamber of Commerce July, 4, 2024 Parade Route.

Consideration of the Waverly Community Chamber of Commerce use of Lawson Park for the July 4, 2024 Community Fireworks Display.

Consideration of a contribution of one-half of the firework retail license revenues to the Waverly Community Chamber of Commerce for the Community Fireworks Display in an amount not to exceed \$2,500.00.

Consideration of a Right of Way request from Unite Private Networks to place a fiber optic service drop to Smart Chicken at 13151 Dovers St.

Consideration of the Mayor's Appointment of Tony Larson to the Waverly Planning Commission.

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

Arbor Day Proclamation.

Consent Agenda.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

Deputy Brownell reported there have been 91 calls for service for the month of March 2024. Brownell reported LSO has been calling more statistics on traffic and parking complaints for better logging and discussed golf cart safety.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for payment

Claims for Payment: March 27th - April 9th, 2024		
Group A		
Vendor	Description	Amount
Jen Albin	Utility Deposit Refund	\$ 100.00
Skylar Asher	Utility Deposit Refund	\$ 100.00
Jeremy & Amanda Converse	Utility Deposit Refund	\$ 100.00
Kaynan Eastep	Utility Deposit Refund	\$ 100.00
Cord Gillingham	Utility Deposit Refund	\$ 100.00
Garrett Kraus	Utility Deposit Refund	\$ 100.00
Linda Lou Lewis	Utility Deposit Refund	\$ 100.00
Tyson & Bailey Patrick	Utility Deposit Refund	\$ 100.00
Jacob Remus	Utility Deposit Refund	\$ 100.00
Rodney & Karah Shrimpton	Utility Deposit Refund	\$ 100.00
Garrett Wells	Utility Deposit Refund	\$ 100.00
Ian Wilshusen	Utility Deposit Refund	\$ 100.00
ADP Fees	Payroll Fees	\$ 123.85
ADP Payroll	Payroll	\$ 34,797.20
Black Hills Energy	Natural gas	\$ 597.14
Carquest Auto Parts	Repairs and supplies	\$ 232.72
Chelsea Siekman	Blast ball refund	\$ 35.00
Colonial Life	Insurance	\$ 43.92
Cubby's, Inc.	Fuel	\$ 2,186.14
DataVizion, LLC	VizionCare Complete, Microsoft 365 Business	\$ 1,515.00
Diamond Vogel Paint Center	Supplies	\$ 106.75
DP Plumbing Co.	Repairs	\$ 121.11
Fidelity Security Life Insurance	Vision Insurance	\$ 160.51
Frontier	Supplies	\$ 240.00
Hawkins, Inc.	Supplies-sewer	\$ 4,057.40
Horizon Bank	Monthly ACH Fees	\$ 10.00
JEO Consulting Group, Inc.	Oak Lane & Danvers Water Main, Water Main Construction-Eastbourne	\$ 35,453.75
John Hancock USA	Retirement	\$ 2,956.56
Kelly Supply Company	Supplies	\$ 156.25
Kevin LaPage	Repairs	\$ 1,015.00
Lancaster Co Sheriff Office	April 2024	\$ 35,186.00
Life-Assist, Inc.	Medical Supplies	\$ 276.25
Lincoln Electric System	Electricity	\$ 19,654.64
Lincoln Glass Inc.	Lawson Park concession window	\$ 3,016.24
Lincoln Lock & Safe	Supplies	\$ 85.48
Lyle Wilsey	Sidewalk Cost Share Refund	\$ 212.50
MacQueen Emergency	Fire truck repair	\$ 47.62

Menards-Lincoln North	Supplies	\$ 819.91
Menards-Lincoln South	Supplies	\$ 149.99
Midwest Laboratories, Inc.	Lab fees	\$ 567.39
Midwest Turf & Irrigation	Supplies	\$ 1,205.06
Nebraska Dept Revenue Waste	Utility Sales Tax	\$ 8,881.96
Odey's Inc.	Supplies	\$ 738.00
One Call Concepts, Inc.	One-Call Service	\$ 81.44
Pavers LLC	Crushed asphalt millings	\$ 693.94
Pinnacle Bank	Supplies	\$ 4,289.20
Production Creek Specialty Adv	Supplies	\$ 24.00
Ramada-Columbus	Clerk conference room charge	\$ 396.00
Ryan Lawn and Tree	Sprinkler repairs	\$ 5,518.00
Sandry Fire Supply	Supplies	\$ 8,241.50
Sapp Bros. Inc. - Lincoln	Oil for blower	\$ 262.75
Stingray Technology Services	Camera services	\$ 187.50
Sunbelt Rentals, Inc.	Stump grinder track rental, tamper rental	\$ 419.77
The Voice News	Advertising & Printing	\$ 481.09
Trystal Nelson	Sidewalk Cost Share Refund	\$ 885.00
U.S. Postmaster	Stamps/Postage	\$ 272.00
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
USA Blue Book	Supplies	\$ 553.42
Visual Edge IT	Copies	\$ 133.01
Waverly Glass Company	Windshield replacement	\$ 565.00
Windstream	Phone Service-Fire	\$ 257.52
Windstream	Phone Service	\$ 945.10
Home Depot	Grill - fire department	\$ 481.48
Claims Group A Total		\$ 180,681.01

Council Member Pascoe moved to approve Claims Group A in the amount of \$180,681.01. Council Member Nielson seconded the motion.

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

Treasurer's Report and Budget & Expense Report

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

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

ALTERNATE DAY WATERING EFFECTIVE MAY 1, 2024

Consideration of the second reading of Ordinance 24-02 amending Chapter 51 of the Waverly Municipal Code relating to Lawn Irrigation Systems to enact Alternate Day Watering and to provide for an effective date of May 1, 2024.

Council Member Pascoe moved to approve the second reading of Ordinance 24-02 amending Chapter 51 of the Waverly Municipal Code relating to Lawn Irrigation Systems to enact Alternate Day Watering and to provide for an effective date of May 1, 2024. 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.

Consideration of Resolution 24-02 a resolution to establish a City of Waverly Sod & Seeding Permit and associated fees.

Council Member Hummel moved to postpone Resolution 24-02 a resolution to establish a City of Waverly Sod & Seeding Permit and associated fees. Council Member Pascoe 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.

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 24-04 authorizing no parking signs along N 148th Street on July 4, 2024 from 9:00 a.m. to 2:00 p.m. for the Fourth of July Parade.

Consent Agenda.

INTRODUCTION OF ORDINANCES

None.

INTRODUCTION TO BUSINESS AND COMMUNICATIONS

Consent Agenda.

Consideration of a bid from Green Streak Inc for grading and seeding around the Aquatic Center in an amount not to exceed \$25,100.00.

Council Member Pascoe moved to approve a bid from Green Streak Inc for grading and seeding around the Aquatic Center in an amount not to exceed \$25,100.00. 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.

Consideration of 2024 Aquatic Center Policy.

Council Member Pascoe moved to approve the 2024 Aquatic Center Policy. 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.

Consideration of bid from 3E for five variable frequency drive replacements at the Wastewater Treatment Plant in an amount not to exceed \$19,000.00.

Council Member Pascoe moved to approve a bid from 3E for five variable frequency drive replacements at the Wastewater Treatment Plant in an amount not to exceed \$19,000.00. 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.

Consideration of using ARPA Funds to pay for Water System Improvements otherwise known as Well #7 Reconstruction Project, Well Maintenance Project, Hydrogeologic Study, and Well Siting Study.

Council Member Pascoe moved to approve using ARPA Funds to pay for Water System Improvements otherwise known as Well #7 Reconstruction Project, Well Maintenance Project, Hydrogeologic Study, and Well Siting Study. Council Member Nielson seconded the motion.

Council Member Nielson asked if insurance money will cover part of the Well 7 reconstruction and City Administrator Fisher advised insurance money received was \$118,000 and costs include well construction for \$455,000, engineering for about \$45,000, and the controls for about \$43,000.

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

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Jespersen

Council Member Jespersen reported the Parks & Rec Meeting was April 1. Spring Soccer is underway and began March 19. 4 8U teams and 2 10U teams signed up for baseball and 1 8U team, 1 10U team, and 1 12U team signed up for softball. The deadline to sign up for tee-ball and blast ball was April 5 and will begin soon. Adult Coed Volleyball is over and was a successful season. Spring baseball has begun at Lawson Park and the first baseball game is in the books. The lights have moved at the Aquatic Center; just working on getting it all finished up over there. The landing pad was added to the family slide and overhead doors were adjusted. 31 applicants are on the lifeguard list so far with 14 returning guards, which is really good. A new concessions manager will be hired for the pool concessions that will help out with the business management of the concessions, which involves coming in periodically to make sure the budget looks good and handling supply orders. There will be two assistant managers for pool. The Pool Policy has been updated. Parks employees have been working hard on park projects including overseeding an erosion mat placement at Wayne Park, and painting over the graffiti in the drainage tunnel near Cannongate. The pickleball courts will be painted soon, the permanent nets will be set up, and the brick wall by the pickleball courts will be taken down. They are also looking for a Boy Scout project.

Council Member Nielson asked if there has been any discussion about the tennis courts and Jespersen advised it is on a future project they want to work on and how to move forward on updates needed on the lighting and courts. Council Member Pascoe asked if all the seasonals have been hired and City Administrator Fisher responded one park seasonal has been hired and the others will start when school gets out for summer.

Public Works (Utilities & Street): Council Member Nielson

Council Member Nielson reported they are awaiting results from 4 more well water samples taken from rural residences around Waverly. Hauled millings for Parks & Rec for parking lot resurfacing at Lawson Park. Met with Olssons and Aspen Buildings for Anderson 8th Addition and Riley 6th Addition warranty checks. Filled in the flow liner outlet on Northloch Circle that eroded and worked on flushing hydrants. Put new belts, caster wheels, and blades on the Used Toro 11-foot mower. The 2003 Cat backhoe caught on fire and is a total loss, and will need to be replaced. Layne finished Well 11 and is working on Well 9 now. Well 7 work is starting this week with work on the water main piping at the site. Worked on sending out the bid package for ADA ramp construction at three intersections.

Public Health (Fire & Safety): Council Member Pascoe

Council Member Pascoe reported there have been 125 calls so far in 2024. Last weekend, 5 members of the Rescue Taskforce Team trained at SCC; Fire Chief Rains said it was a good training and a lot of skills were sharpened.

Fiscal and Economic Development: Council Member Hummel

Council Member Hummel reported I was contacted about a Ribbon Cutting for El Portal; City Administrator Fisher will work with the Chamber and get something set up, most likely on a Tuesday since they are closed on Mondays. Fisher stated I will call her this Friday to get it scheduled.

City Administrator Fisher

City Administrator Fisher reported our backhoe caught on fire and was a total loss; we have sent the claim in to LARM and are working with LARM. I talked with Public Works Director Whyman today about what we need to be looking at for the budget for next year to replace that piece of equipment. One of our major projects is the well maintenance on 5 wells. Wells 5, 6, and 11 are completely done: they've completed their bacterial testing and are back online providing water to us. Well 9 is down now and I just approved the company to order about \$10,000 worth of parts to put on Well 9. Once Well 9 is finished,

Well 4 will be the last one they will do to complete our Well Maintenance Project, hopefully by the middle of April or beginning of May. Council Member Nielson asked if the maintenance has helped the wells and Fisher responded it has helped overall and the biggest thing is we now know the condition our wells are in and that is very beneficial. Whyman let me know the static level has come up quite a bit at Well 4 with the rains we've had. Well 4 and 5 are those two wells that are in town and are in the different aquifer that is more reactive to surface water. Our wells outside of town have seen only slight improvement but that's to be expected because they are in the semi-confined aquifer that doesn't react to rain immediately. Mayor Gerdes stated the water levels are still down 2 ft from January 2023.

Fisher reported Well 7, located outside of town, is in the process of being rebuilt. LES is working on getting the electrical plan finalized. The contractors will be out there to close off that main, so we will be able to demo the rest of the building and the slab. Most of the parts have arrived for Well 7 but there's that still major electrical piece that isn't going to be here until the middle of July so they'll do as much as they can but won't be able to finish until that part arrives.

On Monday, April 15, the Lower Platte South NRD Drinking Water Protection Plan Open House will be at the Community Foundation Building from 5:30-7pm. This event is geared towards our agricultural producers. They will have hot dogs and an informational booth on cost-sharing for overseeding crops and how to best manage nitrogen use. At the end of May, they are hosting another open house that will be geared more towards urban residential users on water conservation. On April 16, the City is meeting with all of the landowners along the west water and sewer line. We will meet to get the final route established so that we can get moving on final engineering, making construction plans, getting a project bid, and getting a water and sewer line in the ground. Gerdes stated this is one project that I would have liked to have seen get done. Fisher reported next week they are planning on installing the lights at the aquatic center.

Fisher asked if the Council supports the attendance of a 2 day grant writing workshop at the end of May in Omaha with a \$495 tuition. Council Members agreed they all are in support of Fisher attending.

ADJOURNMENT

Council Member Pascoe moved to adjourn the meeting at 6:23 p.m. 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.

William D. Gerdes, Mayor

Megan K. Frye, City Clerk/Deputy Treasurer

Claims for Payment: April 10th - 23rd, 2024

Group A			
Vendor	Description	Amount	Date Paid
ADP FEES	Payroll Fees	\$ 134.37	4/26/2024
ADP FEES	Payroll Fees	\$ 78.55	4/26/2024
ADP PAYROLL	Payroll	\$ 37,212.53	4/19/2024
Andrew Toy	Meal reimbursement - wwtp class	\$ 18.70	
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 15,154.42	5/1/2024
CASSIE BROWN	T-ball refund	\$ 120.00	
Columbus Bank & Trust Company	TIF L - NW Electric May 2024	\$ 10,279.61	
DEARBORN NATIONAL	Life & AD&D Insurance	\$ 107.40	
DELTA DENTAL OF NEBRASKA	Dental Insurance	\$ 785.23	
DESIGN WEAR	Fire department shirts	\$ 188.00	
EZ Construction	SEND D Housing Program	\$ 41,004.00	
FAUGHN ELECTRIC	Fire barn light, voting board at city hall	\$ 300.00	
Frontier	Ruby Fieldmaster	\$ 283.08	
Green Streak, Inc.	Grading & seeding for old pool	\$ 4,170.00	
Henning Carpentry	SEND D Housing Program	\$ 12,000.00	
Hometown Leasing	FD Copier	\$ 71.48	
HUFFMAN ENGINEERING, INC.	Well #7 project	\$ 8,151.00	
IIMC	IIMC Membership Dues	\$ 185.00	
INTERSTATE ALL BATTERY CENTER	Battery	\$ 81.95	
JEO CONSULTING GROUP, INC.	Small Subdivision Review, Prelim/Final Plat Smetter, Water Main Construction, Rate Study	\$ 53,661.25	
JOHN DEERE FINANCIAL	Mower repair	\$ 327.33	
JOHN HANCOCK USA	Retirement	\$ 2,967.20	4/19/2024
KENZIE BURKHOLDER	T-ball refund	\$ 60.00	
Lancaster County Treasurer	TIF E Reimbursement	\$ 20,135.22	
Lancaster County Treasurer	TIF F Reimbursement	\$ 29,256.30	
LAYNE CHRISTENSEN COMPANY	Well #11 rehabilitation, well #6 pump pull and repairs	\$ 58,206.00	
LIFE-ASSIST, INC.	Medical Supplies	\$ 1,731.32	
MACKENZIE SCHMITZ	Blast ball refund	\$ 35.00	
MENARDS-LINCOLN NORTH	Paint, paint supplies, & exterior stain	\$ 374.72	
Mike Palm	Insect killer	\$ 5.29	
MIT Contracting	SEND D Housing Program	\$ 24,999.00	
NADIA KOVAL	Cleaning Service	\$ 399.30	
NEBRASKA DEPT OF REVENUE	Lottery Tax	\$ 13,140.00	
NEBRASKA LANDSCAPE SOLUTIONS	Fertilizer	\$ 2,708.79	
NE PUBLIC HEALTH ENVIRON. LAB	Lab fees	\$ 1,123.00	
Neemann & Sons Inc.	WWTP buildings - storm damage repair	\$ 69,019.21	
PAVERS LLC	Crushed asphalt millings	\$ 781.66	
Production Creek Specialty Adv	Baseball & softball jerseys, caps/visors, soccer awards, vb league champ shirts	\$ 2,258.45	
Quick Med Claims	March 2024 Billing-EMS	\$ 946.91	
Ray Estes	Meal reimbursement-class	\$ 13.36	
REMBOLT LUDTKE LLP	Legal fees	\$ 3,000.00	
S & L TRENCHING LLC	Water hydrant installation	\$ 2,350.00	
Schwisow Construction	Refund-Permit 22-064	\$ 3,400.00	
SEND D Lincoln Office	Drawdown #4	\$ 5,795.24	
THE FORT	Clothing Allowance	\$ 68.53	
U. S. POSTMASTER	Stamps/Postage	\$ 292.32	
UNION BANK & TRUST CO.	HSA Accounts	\$ 2,750.00	5/1/2024
USA BLUE BOOK	pH electrode	\$ 700.45	
VERIZON WIRELESS	Phone Service	\$ 359.68	
WAVERLY CHAMBER OF COMMERCE	Donation - July 4th Fireworks	\$ 2,500.00	
Russ's Market	Fire department debit card purchase - food for meeting	\$ 36.79	
	Claims Group A Total	\$ 433,727.64	

Group B			
Vendor	Description	Amount	Date Paid
TRUCK CENTER COMPANIES	Dump truck repairs	\$ 6,245.53	
	Claims Group B Total	\$ 6,245.53	

Group A & B Total \$439,973.17

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

City of Waverly

March, 2024

Gross Sales

Waverly \$ 243,171.87

Gross Sales 100.00% **\$ 243,171.87**

Prizes (Payouts)

Waverly

Prizes (Payouts) 77.0210% **\$187,293.33**

Operator Commission 12.0000% \$29,180.62

City Share 10.7771% \$26,206.86

Uncollected Winnings 0.2019% \$491.06

Interest \$10.58

Total to city **\$26,708.50**

YTD SALES \$ 1,328,936.40

City 7%min earned YTD \$93,025.55

Paid YTD \$123,477.24

Due City **(\$30,451.69)**

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

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

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

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



City of Waverly, Nebraska

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

Mayor
William D. Gerdes

April 18, 2024

Council Members
Abbey L. Pascoe
David L. Nielson
Aaron J. Hummel
David M. Jespersen

Waverly City Council
14130 Lancashire Street
Waverly, NE 68462

City Administrator
Stephanie A. Fisher

City Clerk
Deputy Treasurer
Megan K. Frye

RE: 2023 Annual Tax Increment Financing (TIF) Report

City Treasurer
Deputy Clerk
Cheris R. Cadwell

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

Total Number of Active TIF Projects Approved to Date:	7
Total Estimated Project Costs for Active Redevelopment Projects	\$10,707,259.30
Initial Projected Valuations v. January 1, 2024 Actual Accessed Valuations:	See attached spreadsheet
Number of TIF Projects Paid in Full During Past Calendar Year:	2
Number of TIF Projects Approved During Past Year:	0
Percentage of the City has been Designated as Blighted:	43.6%

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

Sincerely,

Cheris Cadwell
City Treasurer

Project	Year Complete	Initial Valuation	2023 Valuation	Increase in Valuation
TIF A & B (Smart Chicken)	2018	\$62,916	\$14,249,800	\$14,186,884
TIF C & D (Original Tractor Supply)	2020	\$51,969	\$6,069,700	\$6,017,731
TIF E (Watts Electric)	2023	\$286,200	\$2,701,700	\$2,415,500
TIF F (Kamterter) - finished early	2023	\$388,800	\$4,525,500	\$4,136,700
TIF G (Bucket Area & SNAP Fitness)	2027	\$25,900	\$547,700	\$521,800
TIF H (Tractor Supply Dist Center)	2032	\$14,249,800	\$26,940,800	\$12,691,000
TIF I (Tractor Supply Retail Store)	2032	\$109,500	\$2,161,000	\$2,051,500
TIF J (Amberly Dental)	2032	\$92,800	\$493,900	\$401,100
TIF K (Empire Fence & Netting)	2034	\$166,000	\$1,605,100	\$1,439,100
TIF L (Northwest Electric)	2036	\$57,900	\$1,118,600	\$1,060,700
Totals		\$15,491,785	\$60,413,800	\$44,922,015

Average

	REDEVELOPER	DESCRIPTION OF REDEVELOPMENT AREA	PROJECT DESCRIPTION	APPROVING RESOLUTION	APPROVAL DATE	STATUS	TOTAL ESTIMATED PROJECT COSTS	ESTIMATED DATE OF COMPLETION	ESTIMATED AMOUNT OF OUTSTANDING INDEBTEDNESS
TIF C & D	TECUMSEH POULTRTY	Lot 2, Block 1, Day Commerical Park, City of Waverly, Lancaster County, Nebraska	SMART CHICKEN-Acquisition and construction of approximately 70,000 square foot processing, packaging, warehouse, distribution and administrative facility, and ancillary office, parking, dock and traffic areas, on Lot 2, Block 1, Day Commercial Park, City of Waverly, Lancaster County, Nebraska.	Res 05-10	5/26/2005	COMPLETED	Proj C \$774,672 Proj D \$1,404,123	COMPLETED	\$0.00
TIF A & B	TRACTOR SUPPLY	Lot 1, Block 1, Commerical Park, City of Waverly, Lancaster County, Nebraska	TRACTOR SUPPLY COMPANY-Acquisition and construction of approximately 70,000 square foot processing, packaging, warehouse, distribution and administrative facility, and ancillary office, parking, dock and traffic areas, on Lot 2, Block 1, Day Commercial Park, City of Waverly, Lancaster County, Nebraska.	Res 05-10	5/26/2005	COMPLETED	Proj A \$1,004,133 Proj B \$1,524,218	COMPLETED	\$0.00
TIF E	WATERMARK LLC	Lot 3, Block 1, Day Commercial Park, Waverly, Lancaster County, Nebraska	WATTS ELECTRIC-The construction of an approximately 21,000 square foot office and ware hools building and associated improvements on the Lot 3 , Block 1 , Day Commerical Park	REses 08-39	10/20/2008	COMPLETED	\$764,573.00	COMPLETED	\$0.00
TIF F	PJN LLC	Lot 2, Block 1, Lancaster Implement Subdivision, Waverly, Lancaster County, Nebraska	KAMKERTER-The constntruction of an approxiamately 30,000 square foot production, manufacturing, and product development addition and the renovation of appoximately 60% of the floor area of the exsisting 13,0000 square foot building located on the Karmkarter site of consisiting of 6.11 acres situated generally East of North 134th Street and north of Amberly Roaid in the City of Waverly	Res 09-14	7/20/2009	COMPLETED	\$3,100,000	COMPLETED	\$0.00

Area A TIF G	CITY OF WAVERLY	Area begins at the intersection of the north line of Irregular Lot 19, with the west line of 148th Street, thence south along said west line to its intersection with the north line of Lot 2, Kubert's Subdivision, thence west along said north line to its intersection with the east line of Lot 1, Kubert's Subdivision, thence south along said eastline to its intersection with the north line of Irregular Lot 133 in the southeast quarter of Section 16, T11N, R8E of the Sixth Principal Meridian, aslo know as Rose Hill Cemetery, thence west along said north line to its intersection with the west line of Lot 1, Kubert's Subdivion, thence north along said west line to its intersection with the southline of Lot 92, thence west along said line and continuing west along the south line of Lots 110, 104, 114,113,49,37 and 107to its intersection with the east line of 144thStreet, thence south along said east line to its intersection with the south line of IvanhoeStreet, thence west along said south line to its itnersection with the east line of 142ndStreet, thence south along said east line to its itnersection with the south line of Heywood Street, thence west along said south ine to its intersection with the south line Highway6, thence southwest along said south line to its intersection with the east line of to its intersection with the west Corporate Limit Line of the City of Waverly, Lancaster County, Nebraska , thence following along said Corporate Limit Line east and south to its intersection with the northline of the Highway 6 right-of-way, thence northeast along said north line to its intersection with an extension of the west line of 140th Street thence norht along said extended west line to its intersection with the norht line of Lancashire Street thence east along said north line to its intersection with the west line of the vacated alley located in the Waverly Village Subdivision, thence north along said west line to its intersection with the nothr line of Lot 19 of the Waverly Village Subdivision, thence west along said north line to its intersection with the extended west line of Irregular Lot 162 of the Waverly Village Subdivision, thence north along said extended west line, continuing as the west line of Lot 163, to its intersection with the south	The Project is a bucket TIF project involving the Redevelopment Area and is generally intended to provide funds for infrastructure improvements including, but not limited to the following: 1. Storm water drainage improvements along Highway 6 and 144th Street adjacent to the Valmont property; 2. Water main replacement along 148th Street; 3. Improvements to Lawson Park; 4. Improvements to the Wastewater Treatment Plant 5. Sewer extension west of Day Commercial Park; 6. Storm water drainage improvements along the southern property line of Valmont property for improved drainage of industrial and residential properties and an updated fence to improve aesthetics; 7. Storm water drainage improvements on the west side of 148th Street north of the cemetery to Highway 6; 8. Landscaping and or beautification projects from Interstate 80 to 148th Street; 9. Downtown improvements including street lighting, facade improvements, and sidewalks; 10. Infrastructure and landscaping improvements to Highway 6 SNSF Rightt-of-Way corridor.	Res 13-12	6/18/2013	ONGOING		12/15/2027	\$0.00
TIF G Area B	PRC ENTERPRISES	Lots 6 and 7, Block 2, Bales Addition, Waverly, Lancaster County, Nebraska except that portion of Lot 7 described in Redevelopment agreement	PRC ENTERPRISES-Construction of a commercial building, landscaping, parking lot, and façade for the operation of a fitness facily and othe retail sales or services.	Res15-17	4/21/2015	ONGOING	\$89,900.00	12/15/2023	\$23,859.52
TIF H	TRACTOR SUPPLY COMPANY- PROJECT #1 DISTRIBUTION EXPANSION PROJECT	Lot 1, Block1, Day commercial Park, Wavelry, Lancaster County, Nebraska; Lot 1, Day Commerical Park Second Addition, Waverly Lancaster, County, Nebraska	Approximately 200,000 square foot addition to the south wall of Tractor Supply Company's existing distribution center located in Waverly, Nebraska. Will also consist of construction of a new semi-trailer parking lot and storage upon a portion of the two parcels located norht of the exsisting distrubution center.	Res 16-41	12/13/2016	ONGOING	\$2,103,851.00	12/15/2032	\$1,484,210.90
TIF I	TRACTOR SUPPLY COMPANY - PROJECT #2 RETAIL STORE PROJECT	An approximately 4-acre portion of Outlot A, commercial Park Second Addition, Waverly, Lancaster County, Nebraska	TRACTOR SUPPLY COMPANY- Construction of a Tractor Supply Company retail store	Res 16-42	12/13/2016	ONGOING	\$ 412,000.00	12/15/2032	\$228,481.30
TIF J	VACEK ENTERPRISES LLC	Lot 1, Block 1, Amberly Crossing Addition to the City of Waverly, Lancaster County, Nebraska	AMBERLY DENTAL-Construction of a new 3,000 square foot commercial building to be used as a dental office with all necessary utilities, driveways, parking and equipment for the operation of the facility.	Re 15-07	4/21/2015	ONGOING	\$ 123,500.00	12/15/2032	\$71,951.66
TIF K	WOODSTOCK HOLDINGS LLC	Lot 225, Irregular Tract in the Southeast Quarter of Section 16, Township 11 North, Range 8 east of the 6th P.M., Lancaster County, Nebraska, also known as 14560 Woodstock Street, Waverly, Nebraska	EMPRIRE FENCE-Construction of an approximately 23,000 square foot building with office space, commercial/industrial space and space for batting cages	RES 18-14	6/12/2018	ONGOING	\$ 475,000.00	12/15/2034	\$376,623.02
TIF L	ALLITUDE TEN INVESTMENTS	Lot 1, Block 1, Watermark Addition, Waverly, Lancaster County, commonly known as 9811 N. 135th Street, Wavelry, Nebraska	NW ELECTRICE-Grading of the site to street level and contruction of a metal building that will contain approximately 14,200 square feet of an indoor floor areas with approximately 12,000 square feet used for warehouse/production space and the balance used for office space	RES 19-14	7/23/2019	ONGOING	\$ 195,000.00	12/15/2035	\$168,258.29

ORDINANCE 24-02

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA AMENDING CHAPTER 51 OF THE WAVERLY MUNICIPAL CODE RELATING TO LAWN IRRIGATION SYSTEMS TO ENACT ALTERNATE DAY WATERING; ESTABLISHMENT OF PROCEDURES AND COMPLIANCE MEASURES, TO REPEAL CONFLICTING ORDINANCES AND CODE PROVISIONS; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE; AND TO PROVIDE FOR AN EFFECTIVE DATE OF MAY 1, 2024, ~~AND SUNSET DATE OF SEPTEMBER 30, 2024.~~

WHEREAS, the City of Waverly (“City”) currently has in place in Chapter 51 of the City’s Municipal Code provisions for the conservation of municipal water resources;

WHEREAS, seasonal water demands cause challenges to the City’s water pumping capacity during well maintenance and while City continues siting sources for additional water supply; and

WHEREAS, the City desires 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.enact the following Alternate Day Watering Conservation Measures.

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

Section 1. Section 51.36 of the Municipal Code shall be amended to add a new subsection (D) as follows:

§51.36 LAWN IRRIGATION SYSTEMS.

D. ~~Effective From~~ May 1, 2024 ~~to September 30, 2024~~, the following lawn watering and lawn irrigation restrictions on consumers and enforcement measures shall be in full force and effect:

1. Restrictions
 - a. Consumers having an ODD numbered street address shall be permitted to water or irrigate their lawns on Tuesday & Saturday;
 - b. Consumers having an EVEN numbered street address shall be permitted to water or irrigate their lawns on Wednesday and Sunday;
 - c. No lawn watering or irrigation shall be permitted on Mondays, Thursdays and Fridays; and
 - d. No lawn watering or irrigation shall be permitted between the hours of 10 a.m. and 4 p.m. on any day.
2. Compliance Measures/Fines
 - a. ~~First (1st) and Second (2nd) offense in a calendar year:~~ Warning notification letter for violation will be hung on the front door of the residence

- b. ~~Second (2nd) offense: Warning notification letter for violation will be hung on the front door of the residence. Water service will be disconnected and a reconnection fee of \$50 shall be paid prior to reconnection.~~
- c. Third (3rd) offense in a calendar year: Warning notification letter for violation will be hung on the front door of the residence. Water service will be disconnected and a reconnection fee of \$200 shall be paid prior to reconnection.
- d. Fourth (4th) and subsequent offenses in a calendar year: Warning notification letter for violation will be hung on the front door of the residence. Water service will be disconnected and a reconnection fee of \$400 shall be paid prior to reconnection.

3. Exemptions

- a. A fourteen (14) day exemption will be permitted for lawn watering and lawn irrigation for those consumers establishing new grass or sod provided a sod permit has been issued by the City. Sod permits may be obtained from the City Office and are subject to a \$50 permit fee. A sod permit will not alter the requirement that no lawn watering or irrigation shall be permitted between the hours of 10 a.m. and 4 p.m. on any day.
- b. These restrictions only apply to lawn watering and lawn irrigation, and do not apply to the watering of gardens or the washing of vehicles, driveways, houses, etc.
- c. Consumers seeking to transport water from outside the City’s corporate limits for the purpose of lawn watering or lawn irrigation must notify the City in advance.

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

Section 3. This ordinance shall be in full force and take effect from and after its passage, approval, and publication on May 1, 2024, ~~and shall expire without further action of the City’s Governing Body on September 30, 2024.~~

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

William D. Gerdes
Mayor

ATTEST:

Megan K. Frye
City Clerk/Deputy Treasurer

(Seal)

RESOLUTION 24-02

RESOLUTION TO ESTABLISH AND CHARGE REASONABLE PERMIT FEES AND ESTABLISH A NEW SOD & SEEDING PERMIT

WHEREAS, the establishment of reasonable building permit fees for building permits is authorized by the Waverly Municipal Code per § 150.22 FEES, and

WHEREAS, the City of Waverly (“City”) has determined it necessary and appropriate to implement a Sod & Seeding Permit and Sod & Seeding Permit Fee to recoup certain administration, observation, and enforcement costs associated with the City’s water conservation policies, including a limited exemption for newly planted sod and grass seed, and

WHEREAS, the following proposed fees attached hereto at Attachment “A” and incorporated herein by this reference have been determined to be reasonable:

CITY OF WAVERLY SOD & SEEDING PERMIT

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA that the Sod & Seeding Permit and Sod & Seeding Permit Fees included in this resolution are hereby adopted as policy and provide for an effective date of May 1, 2024.

PASSED AND APPROVED THIS 23RD DAY OF APRIL, 2024

William D. Gerdes
Mayor

ATTEST:

Megan K Frye
City Clerk/ Deputy Treasurer

(SEAL)

SOD PERMIT

WATERING DATES ISSUED:

_____ to _____

PERMIT NO: _____

ADDRESS: _____



RESOLUTION NUMBER 24-05

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

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

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

CHRISTOPHER DAVIS

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

PASSED AND APPROVED THIS 23RD DAY OF APRIL, 2024.

William D. Gerdes
Mayor

ATTEST:

Megan K Frye
City Clerk/Deputy Treasurer

(SEAL)



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

Name: Christopher Davis

Date: 1/20/2024

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

Occupation: Purchlist Carpenter

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

Email:

Previous Experience Involving Fire and Rescue

1) Department Name and Location: _____

Date Started: _____

Date Ended: _____

Responsibilities while Serving: _____

Reason (s) for leaving: _____

2) Department Name and Location: _____

Date Started: _____

Date Ended: _____

Responsibilities while Serving: _____

Reason (s) for leaving: _____

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

Training

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

1. _____

2. _____

3. _____

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

Applicant Signature: Chris Davis

Date: 1/20/24

Fire Chief Signature: _____

Date: _____

Emergency Services Coordinator Signature: Robert Hoffman

Date: 4/16/24

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

Background Check: Passed

Failed

Drug Screen: Passed

Failed

Clerk Signature: _____

Date: 4-22-24



Lightle Enterprises

740-998-5363
PO BOX 329
Frankfort, OH 45628

April 9, 2024

Ms. Tracey Whyman
Director of Public Works
Waverly, Nebraska

RE: RFQ Barricades

Dear Tracey:

We are pleased to offer you the following pricing pursuant to NDOT Contract #15862(OC):

(30) Type III Barricades: 1"x 8" x 8' Plastic Boards Sheeted Both Sides HIP with
Telspar Feet and Uprights \$237.50 ea \$7125.00

FOB: Destination
TERMS: Net 30
PRICES FIRM: 30 Days

Thank you for this opportunity to provide this quote and should you have any questions or require additional pricing, please don't hesitate to reach out.

Regards,

Samantha Wilson
Customer Service

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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of Waverly, NE (“Owner”) and JEO Architecture, Inc. (“Architect”).

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

Waverly Municipal Building/Recreation Center, Public Works, and Fire & Rescue Buildings – Programming and Preliminary Space Planning Design Study (“Project”).

Architect’s services under this Agreement are generally identified as follows: JEO will provide Programming and Preliminary Space Planning Design services along with Opinions of Cost for the Waverly Municipal Building /Recreation Center and the separate Public Works and Fire & Rescue Buildings and as described in the Architect’s Scope of Services - Exhibit A.

Owner and Architect further agree as follows:

ARTICLE 1 - SERVICES OF ARCHITECT

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. The current Standard Hourly Rate Schedule is available upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

ARTICLE 5 - AGREEMENT

5.01 Total Agreement

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

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

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Architect: JEO Architecture, Inc.



By: Corey E. Brodersen

Title: Architecture Department Manager

Date Signed: April 17, 2024

Address for giving notices:

JEO Architecture, Inc.

2000 Q Street, Ste. 500

Lincoln, NE 68503



**SCOPE OF SERVICES
CITY OF WAVERLY
MUNICIPAL BUILDING /RECREATION CENTER,
PUBLIC WORKS AND FIRE & RESCUES BUILDINGS
PROGRAMMING AND PRELIMINARY SPACE PLANNING DESIGN STUDY**

The scope of services for the City of Waverly Municipal Building/Recreation Center, Public Works Building and Fire & Rescue Building – Programming and Preliminary Space Planning Design Study is limited initially to efforts that surround programming of the building spaces as they relate to proposed building sites and the development of opinions of cost for each building based on the programming information provided by the city. This project study will focus on the design of the three individual buildings and will utilize programming and design previously developed for the Municipal and Fire & Rescue building.

Following this initial project study phase there will be a need for additional project phases. Services for these project phases (scope and fee) will be negotiated after completion of the Programming and Preliminary Design Study and approval of the project to move forward.

YOUR PROJECTS:

Your project consist of three separate builds and sites in Waverly, NE. While the final building sizes have not been fully determined, it is expected that the buildings will include but not limited to the following spaces:

Municipal Building / Recreation Center

- Municipal Building Programming previously developed.
- Two full size courts, cross courts with durable gym floor.
- Recreation Office
- Storage
- Support spaces- Kitchen, restrooms, conference room
- LED lighting and AV options

Public Works Building

- Shop Area / vehicle storage
- Office Spaces
- Break Area with kitchen
- Parts and bulk oil
- Water parts room
- Park and Rec. storage
- Support spaces- restrooms, storage, mechanical rooms
- Cubicle area
- Covered storage.

Fire & Rescue Building

- Programming and Preliminary Design completed.
- Update Opinion of probable cost.

What follows is a basic scope of services for this initial Programming and Preliminary Space Planning Design Study along with a list of deliverables which will be developed as a foundation for the project.

SCOPE OF SERVICES:

1. Programming and Preliminary Space Planning Design:
 - a. JEO shall assist the City of Waverly in programming the various required spaces for the proposed projects.
 - b. JEO shall provide Preliminary Space Planning Design services based on the established program.
 - c. The Preliminary Space Planning Design shall illustrate and describe the design of the project by means of floor plan diagrams to support in the development of building areas to aid construction cost opinions.
 - d. Upon completion of the final Preliminary Space Planning Design, JEO will provide a preliminary opinion of probable construction cost based on the overall size of the buildings and current square foot cost for construction of similar projects to assist with overall budgets for the project.
2. Deliverables (Preliminary Space Planning Design Documents):
 - a. Preliminary site layout plan and space diagram
 - b. Preliminary opinion of probable construction cost
3. Travel expectations:
 - a. For this initial phase of your project (Programming and Preliminary Space Planning Design) we have included one (1) meeting in Waverly, NE to review the programming and cost information developed. Additional meetings if required will be done virtually with the design committee.

TERMS AND CONDITIONS:

1. Compensation:
 - a. For the Programming and Preliminary Space Planning Design Study described herein, JEO proposes to provide the services for a lump-sum fee of \$9,500.00.
2. Reimbursable Expenses: Typical reimbursable expenses are included in the lump-sum fee and include:
 - a. Travel Expenses
 - b. Mileage for trips required to complete the work outlined in this agreement.
 - c. Meals
3. Additional Services:
 - a. For Additional Services, whether requested in writing or verbally by the Owner, work shall be completed at standard hourly rates or based on a negotiated lump sum fee.
 - b. Typical additional services include but may not be limited to any requested increase in the scope of the work.
 - c. Exterior 3D renderings
4. Contract Time:
 - a. If the Basic Services covered by this Agreement have not been completed by June 30, 2024, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

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

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

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

