

**Tentative** Agenda for the WAVERLY CITY COUNCIL MEETING to be held on September 24, 2024 at Immediately following Budget Hearing. 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) Presentation of Waverly's Floodplain Community Rating System (CRS) Plaque

1.f.ii) \*Mayor's Proclamation to designate the week of October 6-12, 2024 as Fire Prevention Week

**2. Public Hearings**

2.a) Public Hearing: One (1) and Six (6) Year Highway and Street Improvement Program for the City of Waverly, Nebraska.

**3. Sheriff's Report**

**4. Public Comments**

**5. Approval of Minutes**

5.a) \*Minutes of the September 10, 2024 City Council 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 24-19 accepting the One (1) and Six (6) Year Highway and Street Improvement Program for the City of Waverly, Nebraska.

7.b) \*Consideration of Resolution 24-20 authorizing the Signing of the Municipal Annual Certification of Program Compliance 2024.

7.c) Consideration of Resolution 24-21 adopting and revising the Employee Handbook

**8. Introduction of Ordinances**

8.a) Consideration of the third and final reading of Ordinance 24-07, an ordinance of the City of Waverly, Nebraska, amending Title V, Chapter 51, Section 51.09 of the Waverly Municipal Code: Water; Rates

8.b) Consideration of the third and final reading of Ordinance 24-08, an ordinance of the City of Waverly, Nebraska, amending Title V, Chapter 52, Section 52.39 of the Waverly Municipal Code: Sewers; Base Rates; and Section 52.40 Sewers; Surcharge Rates

8.c) Consideration of the third and final reading of Ordinance 24-09 relating to fireworks fee.

**9. LiGHT Membership**

9.a) \*Consideration of Resolution 24-22 to authorize membership in the League Insurance Government Health Team (LiGHT).

9.b) \*Consideration of an Interlocal Agreement with League Insurance Government Health Team (LiGHT) and the LiGHT Member Health Plan for health insurance coverage.

9.c) \*Consideration of League Insurance Government Health Team (LiGHT) Membership Agreement for employee health insurance and authorize the mayor to sign.

**10. Introduction of Business and Communications**

10.a) Consideration of accepting the Lottery Operator Agreement with Four Sons, INC effective October 1, 2024.

10.b) \*Consideration of Change Order No. 3 from JEO Consulting Group for the Eastbourne St./N 147th St./N 143 to Castlewood St. Water Main Project performed by K2 Construction.

10.c) \*Consideration of Pay Certificate #2/Final, also known as Claims Group B, to Rieschick Drilling Co. for work performed on the Well 7 Rehabilitation in an amount not to exceed \$131,671.01 and authorize the Mayor to sign.

10.d) \*Consideration of Annual Renewal License and Services Agreement with Filament Essential Services for website services, agreeing to a 3-year term with an annual fee of \$3,050.00.

**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.

# **FIRE PREVENTION WEEK PROCLAMATION**

To designate the Week of October 6 – 12, 2024, as Fire Prevention Week

- WHEREAS, the City of Waverly is committed to ensuring the safety and security of all those living in and visiting our city; and
- WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- WHEREAS, the City of Waverly’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
- WHEREAS, Waverly’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire; and
- WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and
- WHEREAS, the 2024 Fire Prevention Week theme, “Smoke Alarms: Make Them Work for You!”, effectively serves as a reminder to educate your community about the importance of having working smoke alarms in the home.

NOW, THEREFORE, I, William D. Gerdes, Mayor of the City of Waverly, do hereby proclaim October 6 – 12, 2024 as Fire Prevention Week throughout Waverly, and I urge all the people of Waverly to heed the important safety messages of Fire Prevention Week 2024, and to support the many public safety activities and efforts of Waverly’s fire and emergency services.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of Waverly to be affixed this 24<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
William D. Gerdes, Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye, City Clerk

(Seal)

## **MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON SEPTEMBER 10, 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, City Attorney Mark Fahleson, and City Clerk Megan Frye. Others present were JEO Consulting Group representative Aaron Beauclair and Lancaster County Sheriff Deputy Jason Brownell. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

### **ADOPTION OF AGENDA**

Council Member 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**

**Mayor's Proclamation declaring September 23-29 as See Tracks? Think Train Week.  
Minutes of the August 27, 2024 City Council Meeting  
Consideration of Resolution 24-16 authorizing the temporary closing of Guildford Street on  
October 31, 2024.**

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**

**Mayor's Proclamation declaring September 23-29 as See Tracks? Think Train Week.**

Mayor Gerdes read the proclamation:

#### **SEE TRACKS? THINK TRAIN WEEK PROCLAMATION (Formerly Rail Safety Week)**

WHEREAS, the City of Waverly is a leader in supporting highway-rail grade crossing and pedestrian safety programs; and

WHEREAS, 36 highway-grade crossing crashes during year 2023 resulted in 2 persons killed and another 11 injured in the state of Nebraska; and

WHEREAS, pedestrian/railroad trespass incidents on railroad property during the year 2023 resulted in 6 persons killed and another 4 injured in the state of Nebraska; and

WHEREAS, highway-grade crossing crashes are more severe than highway collisions and are more likely to result in death and injury; and

WHEREAS, collisions between trains and motor vehicles or pedestrians could have been prevented by increased public awareness of the dangers at crossings and around railroad property and the appropriate safety laws; and

WHEREAS, Operation Lifesaver is the foremost public information and education program dedicated to preventing highway-rail grade crossing crashes and pedestrian/railroad trespass incidents; and

WHEREAS, from September 23 – 29, 2024, and throughout the year, all citizens are encouraged to observe added caution as motorists or pedestrians near tracks or trains; and

WHEREAS, this important observance should lead to greater safety awareness and a reduction in highway-rail grade crossings crashes and pedestrian/railroad incidents;

NOW, THEREFORE, I, William D. Gerdes, Mayor of the City of Waverly, do hereby proclaim September 23 – 29, 2024 as See Tracks? Think Train Week throughout Waverly, and I urge all citizens to participate in activities to reduce crossing crashes and pedestrian/railroad trespass incidents during this week and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Waverly to be affixed this 10<sup>th</sup> day of September, 2024.

## **2024-2025 WATER AND SEWER RATES**

### **Consideration of accepting the Water & Sewer Rate Study completed by JEO Consulting Group.**

Council Member Pascoe moved to accept the Water & Sewer Rate Study completed by JEO Consulting Group. Council Member Nielson seconded the motion.

JEO Consulting Group representative Aaron Beauclair went over the different rate tables in the rate study constructed from data received after going through the financial history over the past 5 years for utilities and a list of proposed maintenance projects and capital improvement projects over the course of the next 5 years. Beauclair advised the water system cash position grew from \$900,000 in 2019 to \$1.78 million in 2024. Beauclair advised that 8 total capital improvement and maintenance projects were completed over the past 5 years. Beauclair advised the wastewater system cash position grew from \$1.4 million in 2019 to \$4.9 million in 2024. Beauclair advised 5 total capital improvement and maintenance projects were completed over the past 5 years. Beauclair advised the current rate study used a population growth rate of 2.2% over the next 5 years as outlined in the recently updated Comprehensive Plan. Beauclair shared the cash position of each rate plan using scenarios of paying cash for capital improvement and maintenance projects versus bonding, and advised the City will be in the negative in water funds if rates are left the same. Beauclair advised some projects were removed after initial meeting to get more favorable rates and Beauclair shared some planned projects including a new public works building, a new water main, a new well, test wells, touching up paint on the water tower replacing water meters and equipment, and water main replacement on Oak Lane & Danvers Street. Beauclair shared the current bond is at a low interest rate of 2% with 1% admin fee.

Council Member Nielson asked what residents can expect to pay for their utility bill at the proposed rates. Beauclair shared the proposed water and sewer rates using rate table 2 on water at a 7% increase and rate table 3 on sewer at a 2% increase.

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

**Public Hearing: Water and Sewer Rates for Fiscal Year 2024-2025.**

Public Hearing opened at 6:41 p.m.

Gerdes asked if anyone from the public would like to make comments. No comments were heard.

Public Hearing closed at 6:42 p.m.

**Consideration of the second reading of Ordinance 24-07, an ordinance of the City of Waverly, Nebraska, amending Title V, Chapter 51, Section 51.09 of the Waverly Municipal Code: Water; Rates**

Council Member Pascoe moved to approve the second reading of Ordinance 24-07, an ordinance of the City of Waverly, Nebraska, amending Title V, Chapter 51, Section 51.09 of the Waverly Municipal Code: Water; Rates. 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 the second reading of Ordinance 24-08, an ordinance of the City of Waverly, Nebraska, amending Title V, Chapter 52, Section 52.39 of the Waverly Municipal Code: Sewers; Base Rates: and Section 52.40 Sewers; Surcharge Rates**

Council Member Pascoe moved to approve the second reading of Ordinance 24-08, an ordinance of the City of Waverly, Nebraska, amending Title V, Chapter 52, Section 52.39 of the Waverly Municipal Code: Sewers; Base Rates: and Section 52.40 Sewers; Surcharge Rates. Council Member Nielson seconded the motion.

Council Member Pascoe moved to amend Ordinance 24-08 changing from rate schedule #3 at two percent (2%) rate increase to rate schedule #2 at zero percent (0%) rate change. Council Member Hummel seconded the motion.

Pascoe advised even with no increase, we are in a favorable cash position in our sewer account and Fisher stated we would be going from \$4.9 million to \$6.4 million if we choose the 2% increase. Council Member Jespersen confirmed the 2% increase equates to a \$1.30 per month increase on each monthly bill for one year and shared opposition of the amendment. Pascoe stated this is one year and Jespersen added we vote annually. Hummel asked if we have considered paying down our current bonds with our cash balance. Fisher stated we refinanced to a 2% interest rate. Jespersen stated I am in favor of following the recommended rates from the experts.

On motion as amended, the following Council Members voted “YEA”: Pascoe and Nielson. The following Council Members voted “NAY”: Hummel and Jespersen. Tie Vote 2-2. Mayor Gerdes abstained from voting. Motion failed.

On original motion, to approve the second reading of Ordinance 24-08, the following Council Members voted “YEA”: Nielson, Hummel, and Jespersen. The following Council Members voted “NAY”: Pascoe. Motion carried. 3-1.

**SHERIFF’S REPORT**

Deputy Brownell urged residents not to leave vehicles running and not to leave valuables in vehicles to avoid auto thefts. Brownell shared bid results for next 6 months: Deputy Brownell continuing on current night shift, Deputy Skallberg on alternating night shift, and Deputy TJ Jones as the new day shift officer, replacing Deputy Wicht, who is going to patrol.

Council Member Jespersen shared a citizen question on whether it’s necessary to slow down when 25mph school zone lights are flashing when school is not in session and Brownell responded to always slow

down when school zone lights are flashing because there may still be a school activity even when there's no school.

**PUBLIC COMMENTS**

None.

**APPROVAL OF MINUTES**

Consent Agenda.

**CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS**

**Claims for payment**

<b>Claims for Payment: August 28th - September 10th, 2024</b>		
<b>Group A</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
Tammy Douglas	Utility Deposit Refund	\$ 100.00
ADP Fees	Payroll Fees	\$ 138.27
ADP Payroll	Payroll	\$ 35,527.87
Allo Communications	Phone/Internet Services	\$ 446.38
Armor Equipment	Sewer jetter camera	\$ 11,535.00
AWS Well Company	Lawson Park well service	\$ 5,181.22
BOK Financial	Cert. of Participation 2020	\$ 99,127.50
Brad Pfeiffer	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 390.00
Brent Cooper	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 940.00
Caleb Bishop	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 1,055.00
Carquest Auto Parts	Saw belts, oil filter	\$ 48.97
Colonial Life	Insurance	\$ 43.92
Core & Main	Meter & Readout Purchase, hydrant repairs	\$ 8,352.04
Crescent Electric Supply Co.	Lawson Park well repair	\$ 672.97
Cubby's, Inc.	Fuel	\$ 2,771.63
DataVizion, LLC	VizionCare Complete, Microsoft 365 Business	\$ 1,515.00
Fastenal Company	Shop supplies	\$ 630.96
Greg Gerlach	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 485.00
Horizon Bank	Monthly ACH Fees	\$ 10.00
James Bartels	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 1,665.00
Jamieson Battistella	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 805.00
Jared Rains	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 4,080.00
John Adams	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 2,045.00
John Hancock USA	Retirement	\$ 2,750.25
Joseph Hummel	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 390.00
Kelly Supply Company	Wastewater equipment supplies	\$ 28.41

Lancaster Co Sheriff Office	September 2024	\$ 35,186.00
Life-Assist, Inc.	Medical Supplies	\$ 804.35
Lincoln Electric System	Electricity	\$ 21,091.74
MacQueen Emergency	Helmets	\$ 7,386.41
MacQueen Emergency	Air bags, boots & patch, axe	\$ 5,146.49
Mammoth Station	Fuel	\$ 286.58
Menards-Lincoln North	Tape measure, winterizing sample sites	\$ 25.98
Midwest Laboratories, Inc	Lab fees	\$ 316.72
Midwest Turf & Irrigation	Mower repair	\$ 210.38
Miller Seed	Single-net straw	\$ 72.00
Nancy Myer	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 900.00
Nate Stilmock	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 1,490.00
Nathan Vidlak	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 1,820.00
Nebraska Dept Revenue Services Waste	Utility Sales Tax	\$ 8,825.62
One Call Concepts, Inc.	One-Call Service	\$ 83.08
Pavers, LLC	Hot mix asphalt	\$ 623.20
Pinnacle Bank	Flag football supplies, water/wastewater continuing ed classes, pool concessions	\$ 8,484.70
Production Creek Specialty Adv.	Soccer jerseys, employee clothing	\$ 2,796.00
Robin L. Hoffman	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 2,905.00
Ryan Mueller	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 3,805.00
Sandra Yoder	Soccer refund	\$ 75.00
School District #145	Tobacco & Liquor License	\$ 2,072.50
S.E. Rural Fire Protection Dist	EMS Call	\$ 250.00
Stingray Technology Services	Camera system repairs	\$ 347.00
Tell Hanes	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 1,930.00
The Fort	Clothing Allowance	\$ 187.50
The Voice News	Advertising & Printing	\$ 209.12
Trinity Lutheran School	Pool Admission Refund	\$ 315.67
U.S. Postmaster	Stamps/Postage	\$ 292.00
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
Visual Edge IT	Copies	\$ 156.85
Whitehead Oil Co.	Fuel	\$ 40.71
William Gerdes	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 2,175.00
	<b>Claims Group A Total</b>	<b>\$ 291,189.94</b>

Council Member Pascoe moved to approve Claims Group A in the amount of \$291,189.94. 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.

## **INTRODUCTION OF RESOLUTIONS**

### **Consideration of Resolution 24-16 authorizing the temporary closing of Guildford Street on October 31, 2024.**

Consent Agenda.

### **Consideration of Resolution 24-17 authorizing the location of a No Parking Zone within the City's Jurisdiction.**

Council Member Pascoe moved to approve Resolution 24-17 authorizing the location of a No Parking Zone within the City's Jurisdiction. Council Member Nielson seconded the motion.

Mayor Gerdes stated this is at the request of a concerned neighbor to prevent blocking the fire hydrant.

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

## **INTRODUCTION OF ORDINANCES**

### **Consideration of the second reading of Ordinance 24-09 relating to fireworks fee.**

Council Member Pascoe moved to approve second reading of Ordinance 24-09 relating to fireworks fee. Council Member Nielson seconded the motion.

City Attorney Fahleson read Ordinance 24-09 by title:

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 91 OF THE WAVERLY MUNICIPAL CODE RELATING TO FIRE REGULATIONS; FIREWORKS; PERMISSIBLE; RETAIL SALE, LICENSE REQUIRED, FEE

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

## **INTRODUCTION OF BUSINESS AND COMMUNICATIONS**

### **Update on Wells and Water Levels.**

City Administrator Fisher provided an update on well levels and precipitation from January through September 2024 prepared by Public Works Director Whyman. City Administrator Fisher reported Well 7 is now completed and is online and can produce 325 gallons per minute. We had our inspection with the State, and everything passed, there were a few minor things which public works is already in the process of taking care of. We are back functioning with 8 wells. We have test wells in the budget for next year. Fisher shared precipitation for the year and advised static water levels remain at the low end historically. Fisher shared the daily average usage is under the one million gallons per day however irrigation pivots are still running. Mayor Gerdes shared information on well levels.

Council Members requested more public education on water conservation and Fisher shared a mailer with a water update is in the works. Council Members discussed continual education methods. City Clerk Frye shared there are over 80 water violations.

**Consideration of amending the FSA-Section 125 Plan document from Omnify.**

Council Member Pascoe moved to approve amending the FSA-Section 125 Plan document from Omnify and authorize the mayor to sign the Certificate of Resolution. 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 Change Order No. 2 from Olsson for the Well 7 Rehabilitation Project performed by Rieschick.**

Council Member Pascoe moved to approve Change Order No. 2 from Olsson for the Well 7 Rehabilitation Project performed by Rieschick. 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.

**COMMITTEE REPORTS**

**Human Services (Park & Recreation): Council Member Jespersen**

Council Member Jespersen reported Fall Soccer is going on Tuesday and Thursday nights. NFL Flag Football is taking place on Saturday mornings. We have 16 teams this year, which is 2 more than last year. Adult Coed Softball is on Wednesday nights on Lawson Field 3. Field 5 construction is almost complete, just waiting on the chain link fence. Their timeline was after Labor Day so it’s on schedule. We had a demonstration for new pool software with the pool managers for next summer so that will make things run more smoothly. The Aquatic Center is drained, and we will be winterizing the buildings soon.

**EXECUTIVE SESSION**

Council Member Nielson moved to go into Executive Session to discuss contract negotiations. Council Member Pascoe 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.

Closed Session declared at 7:13 p.m.

Those present in Executive Session were Mayor Gerdes, Council Members Pascoe, Nielson, Hummel, and Jespersen. Others present were City Administrator Fisher, City Attorney Fahleson, and City Clerk Frye. No action was taken during Executive Session.

Council Member Pascoe moved to leave Executive Session at 7:29 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.

Open Session was declared at 7:29 p.m.

**COMMITTEE REPORTS**

**Public Works (Utilities & Street): Council Member Nielson**

Council Member Nielson reported worked on getting control signal with Huffman Engineering for Well 7 along with the final inspection. Well 7 is now operational and we are back to having 8 wells. Completed paving repairs on N 148<sup>th</sup> Street and Waverly Road near the intersection where paving had sunk.

Completed paving repairs on Canongate Road between Jamestown and Kenilworth Streets where the paving had sunk. This week we plan on fixing the paving bump on Canongate Road near Castlewood

Street. Helped move some equipment out of the nursing home due to the evacuation of that building on Monday. Hydro-excavated parts of the Wastewater Treatment Plant across electrical wires for the ALLO installation. Submitted the 1 and 6 Year Street Plan. Did a punch list review on Eastbourne Street, remaining items include fine grading and replanting grass in some areas and valve adjustments and removals. Sent out letters to homeowners on Eastbourne explaining watering of the new grass areas.

**Public Health (Fire & Safety): Council Member Pascoe**

No report.

**Fiscal and Economic Development: Council Member Hummel**

Council Member Hummel reported on August 28, we had a Community Redevelopment Authority meeting, and 3 members were present. They discussed different TIF projects and TIF buckets with Hanna:Keelan representative Tim Keelan and attorney Tim Moll. It was exciting to see that meeting happen.

**City Administrator Fisher**

City Administrator Fisher reported we are responsible for 1/3 of the cost of the Ash Hollow repair work. We had a site visit and a walk through where we found there is some vegetation that needs to be replanted. There is some evidence of the adjacent farmer that has been spraying in the area, which is not allowed. Lancaster County will handle visiting with the farmer to make sure they aren't spraying in the area.

**ADJOURNMENT**

Council Member Pascoe moved to adjourn the meeting at 7:33 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.

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William D. Gerdes, Mayor

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Megan K. Frye, City Clerk/Deputy Treasurer

**Claims for Payment: September 11th - 24th, 2024**

<b>Group A</b>			
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Date Paid</b>
ADP FEES	Payroll Fees	\$ 143.79	9/27/2024
ADP PAYROLL	Payroll	\$ 37,015.56	9/20/2024
ANDERSON AUTO GROUP	Jets, washer fluid	\$ 45.92	
BADGER BODY & TRUCK EQUIPMENT	Plow lights	\$ 361.00	
Barco Municipal Products Inc.	Pedestrian crossing sign	\$ 314.43	
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 19,226.35	9/18/2024
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 19,226.35	10/1/2024
CARQUEST AUTO PARTS	Washer fluid	\$ 8.98	
CONTINENTAL FIRE SPRINKLER CO.	Annual fire inspection/backflow	\$ 245.00	
CORE & MAIN	Meter & Readout Purchase	\$ 856.00	
DANKO EMERGENCY EQUIPMENT CO.	Mobile gear racks	\$ 8,968.40	
DATAVIZION, LLC	New computers	\$ 8,633.50	
Consolidated Elect.Distributor	Programming new VFD's	\$ 1,500.00	
FAUGHN ELECTRIC	Lawson concession stand repair	\$ 194.50	
Frontier	Ruby Fieldmaster, Turfsaver	\$ 524.90	
HAWKINS, INC.	Supplies	\$ 2,364.83	
HEARTLAND COMMUNICATIONS	Phone system install & test	\$ 1,050.00	
Hometown Leasing	FD Copier	\$ 71.48	
HUFFMAN ENGINEERING, INC.	Well #7, spare SCADA parts	\$ 15,232.53	
JEO CONSULTING GROUP, INC.	Water Main Construction-Eastbourne, 2024 Buildings Study, Water & Sewer Rate Study	\$ 22,511.25	
John Catsinas	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 530.00	
JOHN HANCOCK USA	Retirement	\$ 2,851.46	9/20/2024
K & J Elite Sports Turf	Lawson-SB Field 5 Addition	\$ 10,340.00	
K2 CONSTRUCTION	Eastbourne Water Main Project	\$ 105,217.86	
Kevin LaPage	Install breaker-pool lazy river, consult gas monitor install	\$ 315.00	
KRIHA FLUID POWER CO., INC.	Hose assy w/fittings	\$ 148.89	
Larry Fichtner	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 450.00	
LIFE-ASSIST, INC.	Medical Supplies	\$ 304.00	
LINCOLN ELECTRIC SYSTEM	Electricity	\$ 58.78	
Lincoln Parks & Recreation	Swim Team League Fees	\$ 1,785.00	
MacQueen Emergency	Helmet front, boots hanging patch	\$ 250.35	
MENARDS-LINCOLN NORTH	Mailbox, step stool	\$ 84.90	
NADIA KOVAL	Cleaning Service	\$ 399.30	
NEBRASKA LANDSCAPE SOLUTIONS	Fertilizer	\$ 2,207.99	
NE PUBLIC HEALTH ENVIRON. LAB	Lab Fees	\$ 894.00	
ODEY'S INC.	Linestripe paint	\$ 121.00	
OLSSON	Well #7 Rehabilitation	\$ 3,593.75	
Patrick Peterman	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 525.00	
PAVERS LLC	Hot mix asphalt	\$ 1,322.40	
Production Creek Specialty Adv	Employee clothing	\$ 1,042.00	
REMBOLT LUDTKE LLP	Bond Matters-TIF project	\$ 800.00	
REMBOLT LUDTKE LLP	Legal Fees, Waverly Suburban Fire District	\$ 3,291.50	
S & L TRENCHING LLC	Stormwater repairs-Riley	\$ 3,800.00	
SCHMIT AUTOMOTIVE	F250 repair	\$ 527.04	
S.E.Rural Fire Protection Dist.	EMS Call	\$ 1,500.00	
THE FORT	Clothing Allowance	\$ 250.00	
Tyler Tongish	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 245.00	
U. S. POSTMASTER	Stamps/Postage	\$ 311.90	
UNION BANK & TRUST CO.	Section 125 Plan Doc.Amendment	\$ 100.00	
UNION BANK & TRUST CO.	HSA Accounts	\$ 2,500.00	10/1/2024
USA BLUE BOOK	Blue spray paint	\$ 431.78	
VERIZON WIRELESS	Phone Service	\$ 370.60	
VERMEER HIGH PLAINS	Maintenance-brush chipper	\$ 666.74	
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 132.00	
<b>Claims Group A Total</b>		<b>\$ 285,863.01</b>	

<b>Group B</b>			
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Date Paid</b>
Rieschick Drilling Co.	Well 7 Rehabilitation	\$ 131,671.01	
<b>Claims Group B Total</b>		<b>\$ 131,671.01</b>	

<b>Group C</b>			
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Date Paid</b>
Aaron Hummel	WFR-Personal Vehicle Reimbursement & Member Stipends	\$ 995.00	
<b>Claims Group C Total</b>		<b>\$ 995.00</b>	

**Group A, B & C Total \$418,529.02**

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

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

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

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

2021	JANUARY	74,598.19	4,558.11	-879.05	-2,348.32	75,928.93	13,386.75
2021	FEBRUARY	72,896.15	7,312.07	-104.42	-2,403.11	77,700.69	12,505.52
2021	MARCH	93,083.13	3,284.28	-2.9	-2,890.94	93,473.57	14,828.07
2021	APRIL	98,712.24	5,293.21	-969.96	-3,091.06	99,944.43	23,661.01
2021	MAY	97,187.83	4,222.15	-40.35	-3,041.09	98,328.54	25,823.99
2021	JUNE	108,982.91	2,055.87	0	-3,331.16	107,707.62	29,613.97
2021	JULY	95,408.95	7,528.82	-1.31	-3,088.09	99,848.37	18,159.99
2021	AUGUST	99,081.53	3,997.38	0	-3,092.37	99,986.54	19,045.36
2021	SEPTEMBER	95,169.14	26,490.83	0	-3,649.80	118,010.17	14,982.49
2021	OCTOBER	84,890.49	4,810.38	0	-2,691.03	87,009.84	9,257.17
2021	NOVEMBER	99,432.30	7,571.35	-7.31	-3,209.89	103,786.45	13,258.56
2021	DECEMBER	117,320.03	2,872.48	0	-3,605.78	116,586.73	20,511.17
2022	JANUARY	94,993.99	7,431.17	0	-3,072.75	99,352.41	16,055.01
2022	FEBRUARY	100,863.32	14,500.92	0	-3,460.93	111,903.31	31,073.57
2022	MARCH	95,600.01	5,280.99	0	-3,026.43	97,854.57	16,791.29
2022	APRIL	98,630.99	5,313.40	-5,618.25	-2,949.78	95,376.36	18,250.98
2022	MAY	96,913.50	6,326.30	0	-3,097.19	100,142.61	22,080.80
2022	JUNE	119,936.26	5,303.56	-5.08	-3,757.04	121,477.70	35,999.23
2022	JULY	110,599.83	6,739.12	-9,715.04	-3,228.72	104,395.19	25,964.36
2022	AUGUST	115,315.14	8,057.78	0	-3,701.19	119,671.73	24,717.82
2022	SEPTEMBER	107,091.76	5,286.15	0	-3,371.34	109,006.57	20,853.84
2022	OCTOBER	97,831.00	6,146.73	-88,742.95	-457.04	14,777.74	17,684.55
2022	NOVEMBER	103,147.49	5,303.92	-3.61	-3,253.43	105,194.37	14,413.06
2022	DECEMBER	126,213.66	9,717.02	0.00	-4,077.92	131,852.76	19,582.54
2023	JANUARY	99,931.16	4,540.54	-5,737.80	-2,926.02	95,771.88	16,309.36
2023	FEBRUARY	92,450.77	7,723.06	0.00	-3,005.21	97,168.62	17,766.17
2023	MARCH	104,088.00	5,851.20	-5,308.44	-3,138.92	101,491.84	19,821.37
2023	APRIL	107,671.13	7,442.59	0.00	3,453.41	111,660.31	22,676.53
2023	MAY	99,774.64	10,985.95	-871.31	-3,296.68	106,592.60	15,819.03
2023	JUNE	116,964.50	17,405.68	-13.16	-4,030.71	130,326.31	34,107.82
2023	JULY	90,489.34	16,652.84	-196.52	-3,208.37	103,737.29	20,060.61
2023	AUGUST	106,653.66	11,652.42	-2.66	-3,549.10	114,754.32	20,898.64
2023	SEPTEMBER	94,484.67	11,064.11	-32.35	-3,165.49	102,350.94	17,374.97
2023	OCTOBER	89,704.24	15,907.81	-4.06	-3,168.24	102,439.75	19,912.75
2024	NOVEMBER	97,589.16	14,908.49	-4,550.34	-3,238.42	104,708.89	21,411.40
2024	DECEMBER	95,134.75	22,651.96	0.00	-3,533.60	114,253.11	12,711.15
2024	JANUARY	76,394.12	9,310.60	-986.54	-2,541.55	82,176.63	12,082.66
2024	FEBRUARY	103,146.31	11,657.40	-340.10	-3,433.91	111,029.70	31,303.95
2024	MARCH	101,023.80	7,990.16	-14.35	-3,269.99	105,729.62	18,011.46
2024	APRIL	89,290.02	9,800.04	-5.43	-2,972.54	96,112.09	16,984.55

2024	MAY	101,290.86	9,067.08	0.00	-3,310.74	107,047.20	25,940.79
2024	JUNE	95,653.49	6,662.89	-159.66	-3,064.70	99,092.02	25,619.52
2024	JULY	87,998.16	6,439.69	0.00	2,833.14	91,604.71	14,076.87
	<b>TOTALS</b>			<b>-\$229,839.47</b>		<b>\$9,125,300.55</b>	

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

City of Waverly

August, 2024

Gross Sales

Waverly

\$ 224,085.10

Gross Sales

100.00%

\$ 224,085.10

Prizes (Payouts)

Waverly

Prizes (Payouts)

76.1061%

\$170,542.53

Operator Commission

12.0000%

\$26,890.21

City Share

11.3989%

\$25,543.14

Uncollected Winnings

0.4950%

\$1,109.22

Interest

\$9.10

Total to city

\$26,661.46

YTD SALES

\$ 2,740,968.52

City 7%min earned YTD

\$191,867.80

Paid YTD

\$281,120.11

Due City

(\$89,252.31)

**RESOLUTION NUMBER 24-19**

RESOLUTION ACCEPTING THE ONE (1) AND SIX (6) YEAR HIGHWAY AND STREET IMPROVEMENT PROGRAM FOR THE CITY OF WAVERLY, NEBRASKA.

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

It is hereby found and determined that:

1. The new program for distribution of Gas Tax Funds, Motor Vehicle Registration Fees, and Motor Vehicle Sales Tax provides additional funds to municipalities for street and related maintenance and construction.
2. In order to qualify for said funds the City must, among other things, prepare annual One (1) and Six (6) Year Programs for street improvements, conduct a local public hearing and submit the results to the State Highway Commission.
3. The City of Waverly, Nebraska does hereby adopt the One (1) and Six (6) Year program as proposed.

PASSED AND APPROVED THIS 24<sup>H</sup> DAY OF SEPTEMBER, 2024.

\_\_\_\_\_  
William D. Gerdes  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye  
City Clerk/Deputy Treasurer

(Seal)

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: Oldfield Street- Canongate Road to N 141 <sup>st</sup> Street						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Gravel						
Average Daily Traffic: <b>20</b> = _____, <b>20</b> = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>9"</b> Width: <b>33'</b>				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input checked="" type="checkbox"/> Right of Way <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width:	Length:      Type:				
<b>New Bridge</b>	Roadway Width:	Length:      Type:				
<b>Box Culvert</b>	Span:      Rise:	Length:      Type:				
<b>Culvert</b>	Diameter: <b>various</b>	Length: <b>2340</b> Type: <b>RCP</b>				
<b>Bridges and Culverts Sized</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Street lights, storm sewer, bike path.						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ <b>OPTIONAL</b>	★ <b>COUNTY</b>	★ <b>CITY</b> 1900	★ <b>STATE</b>	★ <b>FEDERAL</b> 1000	★ <b>OTHER</b>	<b>TOTAL</b> 2900
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>0.5 MILE</b>				Project No.: <b>M-616 (88)</b>		
Signature:		Title: <b>Street Superintendent S 1352</b>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: <b>Highway 6 to N 134<sup>th</sup> street</b>						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> <b>dirt</b>						
Average Daily Traffic: <b>20 = , 20 =</b>		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness:      Width:				
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way				
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks				
<input type="checkbox"/> Lighting	<input type="checkbox"/> .....	<input type="checkbox"/> .....				
<input type="checkbox"/> .....	<input type="checkbox"/> .....	<input type="checkbox"/> .....				
<input type="checkbox"/> .....	<input type="checkbox"/> .....	<input type="checkbox"/> .....				
<b>Bridge to Remain in Place</b>	Roadway Width:	Length:      Type:				
<b>New Bridge</b>	Roadway Width:	Length:      Type:				
<b>Box Culvert</b>	Span:      Rise:      Length:      Type:					
<b>Culvert</b>	Diameter:      Length:      Type:					
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Concrete flow liner and ditch shaping from Highway 6 to N 134 <sup>th</sup> street along the Ash Hollow drainage basin. Flow liner construction starting at the north end of the Highway 6 box culverts, to the N 134 <sup>th</sup> box culvert. Ditch shaping and widening would cause the existing N134th gravel road to be moved to the west						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		2000				2000
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>0.76 MILE</b>			Project No.: <b>M-616 (111)</b>			
Signature:		Title: <b>Street Superintendent S -1352</b>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:
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Location Description:  
 Deerpark road from 600 feet south of Hwy 6 to Amberly Road

Existing Surface Type and Structures: *(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)*  
 5" concrete base, 2" asphalt overlay

Average Daily Traffic: <b>20</b> = _____ , <b>20</b> = _____	Classification Type: <i>(As shown on Functional Classification Map)</i> <p style="text-align: center;"><b>Local</b></p>
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**PROPOSED IMPROVEMENT**

Design Standard Number: <p style="text-align: center;"><b>Municipal</b></p>	<b>Surfacing</b>	Thickness: <p style="text-align: center;"><b>3"</b></p>	Width: <p style="text-align: center;"><b>27'</b></p>
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<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> .....
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	<input type="checkbox"/> .....
<input checked="" type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	<input type="checkbox"/> .....

<b>Bridge to Remain in Place</b>	Roadway Width:	Length:	Type:
<b>New Bridge</b>	Roadway Width:	Length:	Type:
<b>Box Culvert</b>	Span:	Rise:	Length: Type:
<b>Culvert</b>	Diameter:	Length:	Type:

**Bridges and Culverts Sized**       Yes     N/A       Hydraulic Analysis Pending

Other Construction Features:  
 Milling of existing 2" asphalt surface, repair of any concrete base and curb, 1" leveling course, 2" surface course asphalt overlay

ESTIMATED COST <i>(in Thousands)</i>	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
★ OPTIONAL		133				133

Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <p style="text-align: center;"><b>0.31 MILE</b></p>	Project No.: <p style="text-align: center;"><b>M-616 (127)</b></p>
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Signature:	Title: <b>Street Superintendent S-1352</b>	Date:
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**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: Jamestown- N 137 <sup>th</sup> street to N 141 <sup>st</sup> street						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> 5" concrete base, 2" asphalt overlay						
Average Daily Traffic: <b>20</b> = _____, <b>20</b> = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>3"</b> Width: <b>30'</b>				
<input type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width:	Length:      Type:				
<b>New Bridge</b>	Roadway Width:	Length:      Type:				
<b>Box Culvert</b>	Span:      Rise:	Length:      Type:				
<b>Culvert</b>	Diameter:	Length:      Type:				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Milling of existing 2" asphalt surface, repair of any concrete base and curb, 1" leveling course, 2" surface course asphalt overlay						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ <b>OPTIONAL</b>	★ <b>COUNTY</b>	★ <b>CITY</b>	★ <b>STATE</b>	★ <b>FEDERAL</b>	★ <b>OTHER</b>	<b>TOTAL</b>
		115				115
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>0.26 MILE</b>				Project No.: <b>M-616 (130)</b>		
Signature:		Title: <b>Street Superintendent S-1352</b>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: Lancashire- from N 141 <sup>st</sup> to N 142 <sup>nd</sup> N 142 <sup>nd</sup> - from Lancashire to Kenilworth Kenilworth- from N 142 <sup>nd</sup> to N 141 <sup>st</sup> Kenilworth- from N 141 <sup>st</sup> to N 140th						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> 5" concrete base, 2" asphalt overlay						
Average Daily Traffic: <b>20</b> = _____, <b>20</b> = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>3"</b> Width: <b>45'</b>				
<input type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width:	Length: Type:				
<b>New Bridge</b>	Roadway Width:	Length: Type:				
<b>Box Culvert</b>	Span: Rise: Length: Type:					
<b>Culvert</b>	Diameter: Length: Type:					
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Milling of existing 2" asphalt surface, repair of any concrete base and curb, 1" leveling course, 2" surface course asphalt overlay						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		141				141
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>0.25 MILE</b>				Project No.: <b>M-616 (131)</b>		
Signature:		Title: <b>Street Superintendent S-1352</b>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <p style="text-align: center;">WAVERLY</p>	Village:				
Location Description: Eastbourne- from N 143 <sup>rd</sup> to N 147 <sup>th</sup> N 147 <sup>th</sup> - from Eastbourne Circle to Castlewood Eastbourne Circle N 146 <sup>th</sup> - from Eastbourne to Oak Lane						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> 5" concrete base, 2" asphalt overlay						
Average Daily Traffic: <p style="text-align: center;">20 = , 20 =</p>		Classification Type: <i>(As shown on Functional Classification Map)</i> <p style="text-align: center;">Local</p>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <p style="text-align: center;">Municipal</p>	<b>Surfacing</b>	Thickness: 3" Width: 25'				
<input type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width:	Length: Type:				
<b>New Bridge</b>	Roadway Width:	Length: Type:				
<b>Box Culvert</b>	Span: Rise: Length: Type:					
<b>Culvert</b>	Diameter: Length: Type:					
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Milling of existing 2" asphalt surface, repair of any concrete base and curb, 1" leveling course, 2" surface course asphalt overlay						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		145				145
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <p style="text-align: center;">0.50 MILE</p>				Project No.: <p style="text-align: center;">M-616 (132)</p>		
Signature:		Title: <p style="text-align: center;">Street Superintendent S-1352</p>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: Danvers- from N 143 <sup>rd</sup> to Castlewood						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> 5" concrete base, 2" asphalt overlay						
Average Daily Traffic: <b>20</b> = _____, <b>20</b> = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>3"</b> Width: <b>25'</b>				
<input type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Right of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width:	Length:      Type:				
<b>New Bridge</b>	Roadway Width:	Length:      Type:				
<b>Box Culvert</b>	Span:      Rise:	Length:      Type:				
<b>Culvert</b>	Diameter:	Length:      Type:				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Milling of existing 2" asphalt surface, repair of any concrete base and curb, 1" leveling course, 2" surface course asphalt overlay						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ <b>OPTIONAL</b>	★ <b>COUNTY</b>	★ <b>CITY</b> 97	★ <b>STATE</b>	★ <b>FEDERAL</b>	★ <b>OTHER</b>	<b>TOTAL</b> 97
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>0.28 MILE</b>				Project No.: <b>M-616 (133)</b>		
Signature:		Title: <b>Street Superintendent S-1352</b>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:
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Location Description:  
 Folkestone- from N 143<sup>rd</sup> to park entrance

Existing Surface Type and Structures: *(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)*  
 5" concrete base, 2" asphalt overlay

Average Daily Traffic: <b>20</b> = _____ , <b>20</b> = _____	Classification Type: <i>(As shown on Functional Classification Map)</i> <p style="text-align: center;"><b>Local</b></p>
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**PROPOSED IMPROVEMENT**

Design Standard Number: <p style="text-align: center;">Municipal</p>	<b>Surfacing</b>	Thickness: <p style="text-align: center;">3"</p>	Width: <p style="text-align: center;">25'</p>
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<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting
<input type="checkbox"/> Aggregate	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> .....
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	<input type="checkbox"/> .....
<input checked="" type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	<input type="checkbox"/> .....

<b>Bridge to Remain in Place</b>	Roadway Width:	Length:	Type:
<b>New Bridge</b>	Roadway Width:	Length:	Type:
<b>Box Culvert</b>	Span:	Rise:	Length: Type:
<b>Culvert</b>	Diameter:	Length:	Type:

**Bridges and Culverts Sized**       Yes     N/A       Hydraulic Analysis Pending

Other Construction Features:  
 Milling of existing 2" asphalt surface, repair of any concrete base and curb, 1" leveling course, 2" surface course asphalt overlay

ESTIMATED COST <i>(in Thousands)</i>	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
★ OPTIONAL		32				32

Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <p style="text-align: center;">0.09 MILE</p>	Project No.: <p style="text-align: center;">M-616 (134)</p>
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Signature:	Title: <b>Street Superintendent S-1352</b>	Date:
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**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:
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Location Description:  
**Guildford- from Highway 6 to N 140th**

Existing Surface Type and Structures: *(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)*  
**7" concrete**

Average Daily Traffic: <b>20 = , 20 =</b>	Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>
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**PROPOSED IMPROVEMENT**

Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>9"</b>	Width: <b>30'</b>
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<input type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Lighting
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Utility Adjustments	<input type="checkbox"/> .....
<input type="checkbox"/> Armor Coat	<input type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing	<input type="checkbox"/> .....
<input type="checkbox"/> Asphalt	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Sidewalks	<input type="checkbox"/> .....

<b>Bridge to Remain in Place</b>	Roadway Width:	Length:	Type:
<b>New Bridge</b>	Roadway Width:	Length:	Type:
<b>Box Culvert</b>	Span:	Rise:	Length: Type:
<b>Culvert</b>	Diameter:	Length:	Type:

**Bridges and Culverts Sized**       Yes     N/A       Hydraulic Analysis Pending

Other Construction Features:  
**9" PCC Paving**

ESTIMATED COST <i>(in Thousands)</i>	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
★ OPTIONAL		300				300

Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>0.14 MILE</b>	Project No.: <b>M-616 (136)</b>
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Signature:	Title: <b>Street Superintendent S-1352</b>	Date:
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**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: N 148 <sup>th</sup> Street-from Woodstock to Waverly Road						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> 8" asphalt						
Average Daily Traffic: <b>20</b> = _____, <b>20</b> = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>9"</b> Width: <b>33'</b>				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input checked="" type="checkbox"/> Right of Way <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width:	Length:      Type:				
<b>New Bridge</b>	Roadway Width:	Length:      Type:				
<b>Box Culvert</b>	Span:      Rise:	Length:      Type:				
<b>Culvert</b>	Diameter:	Length:      Type:				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: 9" PCC Paving, turn lanes, street lights, replace 3 stream crossings						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		2700				2700
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>0.5 MILE</b>				Project No.: <b>M-616 (140)</b>		
Signature:		Title: <b>Street Superintendent S-1352</b>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: Canongate Road repairs and resurfacing						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> 8" Asphalt						
Average Daily Traffic: <b>20</b> = _____, <b>20</b> = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>8"</b> Width: <b>22"</b>				
<input type="checkbox"/> Grading <input type="checkbox"/> Concrete <input type="checkbox"/> Right of Way <input type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width: <b>36 feet</b>	Length: <b>450 feet</b> Type: <b>Steel beam</b>				
<b>New Bridge</b>	Roadway Width:	Length: Type:				
<b>Box Culvert</b>	Span:	Rise: Length: Type:				
<b>Culvert</b>	Diameter:	Length: Type:				
<b>Bridges and Culverts Sized</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Full depth repairs at various locations 2,877 SY resurfacing 2" overlay 10,216 SY 1" SLX overlay 5,216 SY						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		415				415
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>1.06 Mile</b>				Project No.: <b>M-616 (142)</b>		
Signature:		Title: <b>Street Superintendent S-1352</b>		Date:		

**Board of Public Roads Classifications and Standards**  
**Form 7 One- and Six-Year Plan**  
**Highway or Street Improvement Project**

County:	City: <b>WAVERLY</b>	Village:				
Location Description: Waverly Ridge Subdivision addition Private development						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> dirt						
Average Daily Traffic: <b>2025 = 0, 2045 =</b>		Classification Type: <i>(As shown on Functional Classification Map)</i> <b>Local</b>				
<b>PROPOSED IMPROVEMENT</b>						
Design Standard Number: <b>Municipal</b>	<b>Surfacing</b>	Thickness: <b>7"</b> Width: <b>27'</b>				
<input checked="" type="checkbox"/> Grading <input checked="" type="checkbox"/> Concrete <input checked="" type="checkbox"/> Right of Way <input checked="" type="checkbox"/> Lighting <input type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Curb & Gutter <input checked="" type="checkbox"/> Utility Adjustments <input type="checkbox"/> ..... <input type="checkbox"/> Armor Coat <input checked="" type="checkbox"/> Drainage Structures <input type="checkbox"/> Fencing <input type="checkbox"/> ..... <input type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks <input type="checkbox"/> .....						
<b>Bridge to Remain in Place</b>	Roadway Width:	Length:      Type:				
<b>New Bridge</b>	Roadway Width:	Length:      Type:				
<b>Box Culvert</b>	Span: <b>62 feet</b> Rise: <b>4 feet</b> Length: <b>65 feet</b>	Type: <b>Concrete</b>				
<b>Culvert</b>	Diameter: <b>various</b> Length: <b>3108 feet</b>	Type: <b>RCP</b>				
<b>Bridges and Culverts Sized</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: 19,785 SY concrete street with intergral curb						
<b>ESTIMATED COST</b> <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		0				
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> <b>1.25 Miles</b>				Project No.: <b>M-616 (143)</b>		
Signature:		Title: <b>Street Superintendent S-1352</b>		Date:		





City of Waverly  
2025  
1 and 6 Year Street Plan

Green = 1 Year

Red = 6 year

M 616 ( 88)

M 616 (140)

M 616(94)

M 616 (143)

M 616 (131)

M 616(111)

M 616 ( 130)

M 616 (83)

M 616(142)

M 616 (136)

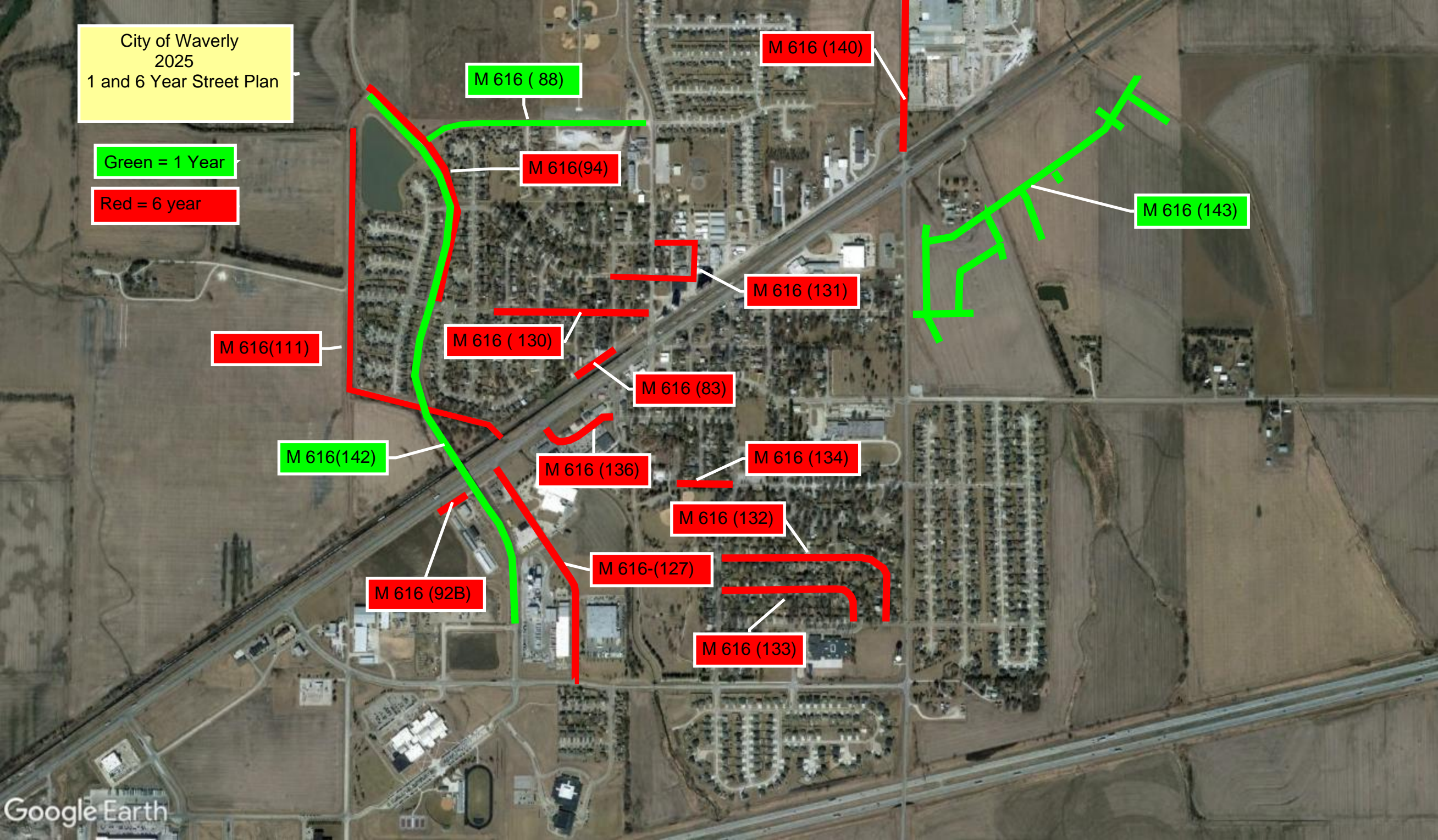
M 616 (134)

M 616 (132)

M 616 (92B)

M 616-(127)

M 616 (133)



## **2025 One and Six Year Street plan Summary**

### **One Year**

M-616- 88 Oldfield St. - from Canongate Rd. to N 141<sup>st</sup>- Concrete Paving

M-616-143 Waverly Ridge Subdivision Phase 1- Concrete Paving

M-616-142 Canongate Road- from N 134<sup>th</sup> to Castlewood St- Asphalt repair and overlay

### **Six Year**

M-616- 83 Woodstock St. - from N 139<sup>th</sup> to N 140<sup>th</sup> – Concrete Paving.

M-616- 92b Energy Way- from Deerpark Rd. to west- Concrete Paving.

M-616- 94 Canongate Rd. Drainage area- from Jamestown to Oldfield- Storm sewer

M-616-111 Ash Hollow ditch-from Hwy 6 to city limits- channel improvements.

M-616- 127 Deerpark Road- from Amberly Road to Commercial Plastics- Asphalt mill and overlay.

M-616- 130 Jamestown St. - from N 137<sup>th</sup> to N 141<sup>st</sup>- Asphalt mill and overlay.

M-616- 131 Lancashire St.-from N 141<sup>st</sup> to N 142<sup>nd</sup>, N 142<sup>nd</sup> –from Lancashire to Kenilworth, Kenilworth- from N 142<sup>nd</sup> to N 140<sup>th</sup>- Asphalt mill and overlay.

M-616- 132 Eastbourne St.-from N 143<sup>rd</sup> to N 147<sup>th</sup>, N 147<sup>th</sup>- from Eastbourne Circle to Castlewood, Eastbourne Circle, and N 146<sup>th</sup>-from Eastbourne to Oak Lane- Asphalt mill and overlay.

M-616- 133 Danvers St.-from N 143<sup>rd</sup> to Castlewood- Asphalt mill and overlay.

M-616- 134 Folkestone St.-from N 143<sup>rd</sup> to Wayne Park entrance- Asphalt mill and overlay.

M-616- 136 Guildford St.-from Hwy 6 to N 140<sup>th</sup>- Concrete paving.

M 616- 140 N 148<sup>th</sup>- from Woodstock to Waverly Road- Concrete Paving, box culverts.

Projects are in no particular order or prioritization.

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

## RESOLUTION

### SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of City of Waverly  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

<u>Aaron Hummel</u>	_____
<u>David Jespersen</u>	_____
<u>Dave Nielson</u>	_____
<u>Abbey Pascoe</u>	_____
_____	_____

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 the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

## MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2024

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City  Village  of Waverly  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson  (Required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional)

\_\_\_\_\_  
(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509



**RESOLUTION 24-21**

RESOLUTION ADOPTING AND REVISING THE EMPLOYEE HANDBOOK

WHEREAS, the establishment of rules and regulations for the hiring and continued employment of City personnel is of benefit to the City, and

WHEREAS, it is advantageous for City personnel to know their rights and terms of employment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAVERLY, NEBRASKA that the Employee Handbook as revised on November 27, 2018, incorporates revisions to the following sections:

JOB DESCRIPTIONS

PAY PLAN

The additions and changes in the above stated section is hereby adopted as policy.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF SEPTEMBER, 2024

\_\_\_\_\_  
William D. Gerdes  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K Frye  
City Clerk/ Deputy Treasurer

(SEAL)

### City of Waverly Pay Plan

<b>Permanent Full Time/Part Time</b>	<b>Type</b>	<b>Range</b>
City Administrator	Salary	\$45.68 to <del>\$55.00</del> \$70.00
City Clerk	Salary	\$24.82 to <del>\$30.00</del> \$45.00
City Treasurer/Deputy City Clerk	Salary	\$28.38 to <del>\$34.00</del> \$45.00
Utility Clerk	Hourly	\$18.70 to <del>\$22.00</del> \$35.00
<del>Office Assistant</del>	<del>Hourly</del>	<del>\$18.00 to \$30.00</del>
Building Inspector/Zoning Administrator	Salary	\$31.03 to <del>\$36.00</del> \$45.00
<del>Municipal Code Inspector</del>	<del>Hourly</del>	<del>\$18.00 to \$30.00</del>
Parks and Recreation Director	Salary	\$30.00 to <del>\$36.00</del> \$45.00
Parks and Recreation <del>Assistant Maintenance Lead</del>	Hourly	\$21.00 to <del>\$25.00</del> \$35.00
Public Works Director	Salary	\$38.00 to <del>\$46.00</del> \$60.00
Public Works Worker**	Hourly	<del>\$20.00</del> \$22.00 to <del>\$32.00</del> \$35.00
<del>Street Department Lead**</del>	<del>Hourly</del>	<del>\$24.00 to \$40.00</del>
Water System Lead**	Hourly	\$24.00 to <del>\$36.00</del> \$40.00
Wastewater System Lead**	Hourly	\$24.00 to <del>\$36.00</del> \$40.00
**\$2 per hour increase for each certificate earned		

<b>Seasonal and Temporary Full Time/Part Time</b>	<b>Type</b>	<b>Range</b>
<del>Swimming Pool Aquatics</del> Manager	Hourly	<del>\$15.00</del> \$17.00 to <del>\$20.00</del> \$22.00
<del>Swimming Pool Aquatics</del> Assistant Manager	Hourly	<del>\$13.00</del> \$15.00 to <del>\$18.00</del> \$20.00
<del>Swimming Pool Aquatics</del> Lifeguards	Hourly	<del>\$10.00</del> \$13.00 to <del>\$15.00</del> \$18.00
<del>Aquatics Office Manager</del>	<del>Hourly</del>	<del>\$15.00 to \$20.00</del>
<del>Aquatics Concessions &amp; Admissions Staff</del>	<del>Hourly</del>	<del>\$13.00 to \$18.00</del>
General Labor	Hourly	\$10.00 \$13.00 to \$18.00
General Office	Hourly	<del>\$12.00</del> \$14.00 to \$18.00



**City of Waverly, Nebraska**  
**JOB DESCRIPTION**

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

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**City Administrator**

Formerly City Administrator / Clerk

**DEPARTMENT:** Administration

**REPORTS TO:** Mayor, City Council

**FLSA STATUS:** Exempt, Non-Volunteer, Full-Time

**JOB SUMMARY**

Under the direct supervisor of the Mayor and in compliance with State Statute and City Code. Performs administrative/managerial work in municipal government. Exercises general supervision of all City departments. Advises the Mayor and Council on matters that affect the City and carries out City policies. Responsible for preparing and maintaining official municipal records. Assists the City Council in the preparation, filing and processing of the budget and acts as custodian for all City funds.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Thorough knowledge of the principles, practices and policies of municipal government.
- Knowledge of public personnel administration. Knowledge of public budgeting and municipal finance.
- Knowledge of pertinent federal, state and local laws, codes and regulations.
- Ability to plan, organize, staff, direct, coordinate and evaluate City programs.
- Ability to make preparations and projections for annual budget and administer financial resources as adopted in the City budget.
- Ability to prepare, analyze and maintain financial information, records and reports.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Ability to effectively communicate and work with the Mayor and City Council, citizens, community groups, personnel, and other governmental agencies.
- High degree of organizational skills.
- Knowledge of business letter writing; basic principles and practices of administrative research and report preparation.
- Ability to learn and interpret rules, regulations, laws, and ordinances that effect municipal transactions.
- Ability to interpret and apply federal, state and local policies, laws and regulations.

- Ability to plan and organize a personal work schedule, set priorities and meet deadlines.
- Ability to select, supervise, train, and evaluate staff.
- Ability to manage, direct and coordinate the work of staff.
- Ability to establish and maintain positive public relations with the general public, other employees, community groups, other governmental agencies and municipal officials.
- Must be able to maintain an effective working relationship with employees and the public.
- Must have excellent oral and written communication skills.
- Ability to attend meetings and/or conferences in town or out of town.
- Ability to work more than forty (40) hours per week.

#### **EDUCATION AND EXPERIENCE**

- 1) Post-secondary degree in accounting, business administration, public administration, or related field.
- 2) MPA or MBA degree desired or equivalent city management experience preferred.
- 3) Experience in accounting procedures and methods including computerization, supervisory or lead experience, or any equivalent combination of training and experience.
- 4) Emphasis is placed on continuing education in municipal procedures.
- 5) Must be able to pass any background, medical, and drug screenings required.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Ensures compliance and the carrying out of policies established by the City Council.
- Oversees all recordkeeping and investments of the City funds.
- Initiates, prepares, and presents studies and research reports.
- Ability to read and interpret contracts and agreements.
- Recommends policy and solutions to problems to the Mayor and City Council
- Supervises and manages the maintenance of personnel files for all employees.
- Oversees City purchasing policy.
- Plans and coordinates inter-departmental training workshops as needed, plans, coordinates and periodically performs annual wage/fringe benefit studies
- Supervises the maintenance of the accounting records of the City.
- Supervises the checking and verification of invoices warrants and expenditures.
- Responsible for the planning, organizing, directing, and coordinating of plans and programs for City Departments.
- Advises and keeps Mayor and Council informed regarding City operations on matters affecting the well-being of the City.
- Acts in an advisory capacity to Commissions and Boards at their request or at the direction of the Mayor and Council.
- Accepts and delivers communications for the Mayor and Council.
- Consults with external professionals and engages their services with approval of Mayor and Council.
- Directs personnel under his/her supervision; Responsible for evaluation process of personnel; Suspends or terminates personnel with approval of Mayor.
- Develops and implements policies on a variety of workplace issues such as disciplinary procedures, absence management, working conditions, performance management and equal opportunities.

- Works directly with legal counsel on employee matters.
- Receives and acts upon citizen complaints.
- Maintains liaison and cooperative relationships with citizens, community groups and/or Organizations and other governmental agencies related to city goals and objectives.
- Exercises independent judgment concerning knowledge of the City's laws, regulations, and procedures.
- Oversees the City safety and risk management activities.
- Speaks to community groups and/or organizations regarding City programs/projects
- Provides management assistance to Department Heads as needed.
- Oversees the recruitment, hiring, training, career development, compensation and benefits, employee evaluations, employee relations, disciplinary and grievance issues, and ensures compliance of all employees and personnel policies with federal, state, and in-house regulatory requirements and procedures.
- Communicates with employees regarding compensation, benefits and other facets of their employment and coordinates inhouse management training activities as needed.
- Assists in the development and administration of City grants.
- Oversees the administration of all employee benefits programs; Evaluates the city's health insurance program; Ensures the adequacy and cost effectiveness of the coverage provided, coordinates the bidding process and makes recommendations as needed; serves as a liaison with insurance providers
- Assigns and oversees tasks for the office staff; meets with staff to identify and resolve problems as needed.
- Oversees, reviews, and edits the City Council agenda and minutes; reviews Council agenda and documentation package; ensures compliance with legal requirements.
- Monitors legislative actions at the state and local level to become aware of potential changes affecting the offices of elected officials and administrative departments and services.
- Oversees and approves the processing of a bi-weekly payroll for the organization to ensure all employees are paid promptly and accurately; oversees employee time cards for payroll processing.
- Reviews and approves all employee time off requests.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Oversee coordination of City bidding process, including the scheduling of bid openings and requests for proposal, publication of legal notices, receipt of bids, opening and public reading of bids received, documenting of bids received, scheduling on agendas for City Council consideration, security and return of bid bonds, and disposition/imaging of documents.

#### **WAGES, HOURS, AND BENEFITS**

Contracted wages per pay scale and compensated on a salaried basis.

Hours are 8:00 am to 4:30 p.m. and additional hours may be required to meet deadlines.

Eligible for paid time-off, health insurance, vision insurance, dental insurance, HSA, and life insurance.

Retirement benefits available after introductory period.

#### **LICENSE/CERTIFICATION REQUIREMENTS:**

Notary Public desired.

Must be knowledgeable in all aspects of every department of the City.

Must possess and maintain a valid driver's license with clean driving record.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



City of Waverly, Nebraska  
**JOB DESCRIPTION**

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www.citywaverly.com

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## City Treasurer/Deputy Clerk

**DEPARTMENT:** Administration, Office/Clerical  
**REPORTS TO:** City Administrator, Mayor  
**FLSA STATUS:** Exempt, Non-Volunteer, Full-Time

### **JOB SUMMARY**

The City Treasurer will oversee the financial operations and reporting of the City through efficient performance of administrative functions requiring a high level of confidentiality, sound judgment and skilled business practices, with the assistance of the City Administrator. Plans and directs accounting activities and its relationship with lending institutions and the financial community. Work involves carrying out all functions of the office and is responsible for the record keeping, bookkeeping and other financial/public administration tasks to ensure the efficient operation of the city government. Assumes all responsibilities and duties as prescribed by State Statutes. Directly responsible to the City Administrator.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of principles and procedures of record keeping and financial reporting.
- Knowledge of principles utilized in governmental accounting, business or finance administration, accounts payable, accounts receivable, general ledger functions, budgeting, and payroll procedures.
- Maintain the confidentiality of appropriate communications, documents, transactions and critical information.
- Perform accurate mathematical calculations such as addition, subtraction, multiplication and division, using a calculator, ten-key adding machine or manually.
- Ability to operate computer programs, including Microsoft Word, Excel, Power Point, Gmail, etc.
- Ability to operate basic office machines such as copy machine, computer, calculator, fax machine, point-of-sale system, etc.
- Knowledge of pertinent federal, state and local laws, codes and regulations.
- Good typing and data entry skills.
- Ability to work independently and prioritize work.
- Ability to establish and maintain positive public relations with the general public, other employees, community groups, other governmental agencies and municipal officials.
- Ability to learn and understand PC software applications.

- Exceptional oral and written communication skills and ability to effectively communicate on a daily basis with elected and appointed officials, City employees, and the public.
- High degree of organizational skills.
- Knowledge of the principles and practices of local government administration.
- Knowledge of State and Federal laws affecting municipalities.
- Knowledge of the principles and practices of governmental accounting, budgeting, payroll procedures, personnel management systems, insurance practices, investment policies and the administration of grants.
- Ability to formulate, initiate and administer general controlling policies and procedures.
- Ability to provide effective leadership.
- Ability to interpret and apply federal, state and local policies, laws and regulations.
- Ability to travel and attend various meetings both in and away from the City.

### **EDUCATION AND EXPERIENCE**

- 1) Experience with various computer programs and functions.
- 2) Accounting and bookkeeping experience is desired.
- 3) Previous experience in municipal government desired.
- 4) Post-secondary degree in accounting, business administration, public administration, or related field is desired; or equivalent combination of experience or training may be substituted for education.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Assists the City Administrator, Auditor, and all departments in the development, preparation, processing, and implementation of the annual budget.
- Monitors revenues and expenditures to assure fiscal control; coordinates accounting activities of municipal agencies with the general accounting system.
- Provides accounting of financial records of the City through the application of accepted accounting principles in the maintenance of records.
- Performs routine posting, receives payments, maintains and updates vendor accounts, and prepares bank deposits.
- Effective communication and interpretation of policies and procedures.
- Prepares and recommends appropriate management of City funds to be approved by the City Administrator.
- Serves as the primary signatory of all City checks.
- Assists the City Administrator in financial asset management, including managing the City's investments.
- Reconciles bank accounts and prepares monthly, semi-annual, and annual Treasurer's Reports.
- Exercises independent judgment concerning knowledge of the City's laws, regulations, and procedures.
- Manages the Tax Increment Financing (TIF) files and records.
- Tracks and reports on all city sales tax and keno revenues regarding use of the funds as specified in the ballot language.
- Specific tasks may include: supervision the annual audit of all municipal funds and account groups, developing/maintaining a cash management program, reconciling all bank accounts, reviewing expenses, preparing information for the annual audit, preparing monthly, quarterly, annual or

special requested financial statements and various reports, investing funds, attending various financial conferences.

- Performs a variety of clerical duties such as typing and photocopying, preparing various documents and reports, distributing city mail, receiving, and processing a variety of payments from the public.
- Serves as the primary signatory of all City checks.
- Oversees the processing of a bi-weekly payroll for the organization to ensure all employees are paid promptly and accurately.
- Oversees the deposit of City funds in a timely manner consistent with City policies.
- Assists the utility department in various administrative activities including but not limited to processing utility bills, receiving payments, etc., as needed.
- Provides customer service to the public.
- Assists with Waverly Fire/Rescue administrative duties.
- Ability to plan and organize a personal work schedule, set priorities, and perform job duties efficiently while managing frequent interruptions.
- Performs related work as required.
- Supervises in the annual audit of all municipal funds and account groups
- Assists the utility department in various administrative activities including but not limited to processing utility bills, receiving payments, etc., as needed.
- Greets individuals in person or by phone and provides information or directs them to the appropriate source for assistance and/or provides information as appropriate.

#### **WAGES, HOURS, AND BENEFITS**

Wages per pay scale and compensated on a salaried basis.

Hours are 8:00 am to 4:30 pm.

Eligible for paid time-off, health insurance, vision insurance, dental insurance, HSA, and life insurance.

Retirement benefits available after introductory period.

#### **LICENSE/CERTIFICATION PREFERENCES:**

Must be willing to obtain further education, training, and certifications as deemed appropriate and within a time frame established by the employer and in compliance with State Statues.

Must stay current with continuing education requirements.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



**City of Waverly, Nebraska**  
**JOB DESCRIPTION**

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**City Clerk/Human Resources Assistant**

Formerly City Clerk / Deputy Treasurer

**DEPARTMENT:** Administration, Office/Clerical

**REPORTS TO:** City Administrator, Mayor

**FLSA STATUS:** Exempt, Non-Volunteer, Full-Time

**JOB SUMMARY**

Supervises the selling, issuing, and recording of all licenses and permits. Work involves carrying out all functions of the office. Supervises and maintains official city documents and municipal records. Develops, prepares, and distributes Council meeting agendas under the direction and assistance of the City Administrator. Attends all City Council meetings and coordinates the recording, transcribing, editing and publication of Council minutes. Responsible for the administration and operation of City personnel system. Responsible for the records of the cemetery. Maintains the City website and social media. Directly responsible to the City Administrator.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of general payroll processes and systems.
- Knowledge of general personnel policies and procedures.
- Must have excellent oral and written communication skills to effectively communicate with elected and appointed officials, City employees and the public.
- Knowledge of pertinent federal, state and local laws, codes and regulations.
- Attention to detail and ability to multi-task effectively.
- Ability to organize files and retrieve data effectively.
- Responsible for ensuring that various office equipment is in proper working order and coordinate the scheduling of maintenance, or repair as needed.
- Ability to sit and/or stand for long periods of time.
- Ability to interpret and apply federal, state and local policies, laws and regulations.
- Ability to establish and maintain positive public relations with the general public, other employees, community groups, other governmental agencies and municipal officials.
- Ability to learn and interpret rules, regulations, laws, and ordinances.
- Ability to work evenings and attend meetings; and occasional travel to attend conferences and/or meetings.
- Ability to work independently and prioritize work.

- Ability to learn and understand PC software applications and operate computer programs including Microsoft Word, Excel, Power Point, Gmail, etc.
- Ability to operate basic office machines such as copier, computer, calculator, fax machine, point-of-sale system, calculator, etc.
- Ability to work with frequent interruptions and a high degree of public contact by phone or in person.
- Good typing and data entry skills.
- Must have regular and reliable attendance.

### **EDUCATION AND EXPERIENCE**

- 1) Graduation from high school or equivalent.
- 2) Experience with various computer programs and functions.
- 3) Clerical and bookkeeping experience is desired.
- 4) Post-secondary degree in business administration, public administration, political science or related field is desired; or equivalent combination of experience or training may be substituted for education.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Plans, directs and supervises the daily operations of the City Clerk Office including public service operations and support, records management, licensing and supports Lancaster County for City elections.
- Directs, manages, and oversees the maintenance of official city documents and records including electronic records.
- Processes and signs all licenses within the City including Liquor Licenses, Tobacco Licenses, Fireworks Permits, and Solicitor Permits and the collection of all related fees.
- Develops, prepares, and reviews the Council agendas and documentation packets under the direction and assistance of the City Administrator.
- Attends all City Council meetings and coordinates the recording, transcribing, editing and publication of Council minutes.
- Exercises independent judgment concerning knowledge of the City's laws, regulations, and procedures.
- Supervises the publication of ordinances and legal notices ensuring compliance with the City Code and State Statutes.
- Directs the attestation, publication, indexing, scanning and filing of ordinances and resolutions.
- Certifies under City Seal and attest to Mayor's signature.
- Certifies true copies of contracts, plats, ordinances, resolutions, deeds, bonds, and other records.
- Maintains custody of the City seal.
- Assists the City Administrator in analyzing, controlling, recommending, and implementing city policy.
- Provides clerical support for the Mayor and City Administrator.
- Performs duties as Secretary to the Community Redevelopment Authority.
- Assists with Waverly Fire/Rescue administrative duties.
- Assists the utility department in various administrative activities including but not limited to processing utility bills, interpreting bills, receiving payments, etc., as needed.

- Maintains official records of the cemetery and creates official cemetery deeds.
- Ability to interpret cemetery regulations with the assistance of the City Attorney as needed.
- Assists customers in locating cemetery plots on the GIS; manages the collection of all related fees; coordinates with funeral homes and the Cemetery Director on burials.
- Creates and maintains accurate information on the City's website; updates digital sign.
- Manages the content shared on the City's social media accounts and digital sign; creates marketing materials; ensures accurate information is made public with discretion on sensitive information.
- Greets individuals in person or by phone and provides information or directs them to the appropriate source for assistance and/or provides information as appropriate.
- Oversees the processing of a bi-weekly payroll for the organization to ensure all employees are paid promptly and accurately; reviews employee time cards for payroll processing.
- Creates, updates, and maintains personnel records for all employees.
- Assists with the orientation of new hires including all onboarding documents, the selection of offered benefits, and ensuring all appropriate documentation is obtained.
- Administer employee health, dental, life, & vision insurance plans including: enroll all new employees in appropriate plan; respond to employee health insurance administration inquiries; and assist City Administrator with plan changes.
- Assists in the maintenance of retirement fund records and correspondence, as well as monitors benefit plans for accuracy on employee information and changes.
- Recommends updates to the City personnel policy and city code relating to personnel issues.
- Maintains accurate records of job descriptions, accurate copy of the personnel policy manual, and prepares and distributes amendments to employees and City Council members as needed.
- Coordinates and calculates comparability survey results for the city's classification and pay plan ordinance, completes salary survey information as requested; enters changes under supervision of the City Administrator, and provides information to employees.
- Processes Worker's Compensation claims and assists employees in filing insurance claims, as needed; serves as a liaison with insurance providers with claims that are filed.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Oversees the ordering of office supplies.
- Performs related duties as required.

#### **WAGES, HOURS, AND BENEFITS**

Wages per pay scale and compensated on a salaried basis.

Hours are 8:00 am to 4:30 pm. Must be in attendance

Eligible for paid time-off, health insurance, vision insurance, dental insurance, HSA, and life insurance.

Retirement benefits available after introductory period.

#### **LICENSE/CERTIFICATION REQUIREMENTS:**

Must obtain Certified Municipal Clerk (CMC) designation.

Must stay current with continuing education requirements.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all*

*responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



**City of Waverly, Nebraska**  
**JOB DESCRIPTION**

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www.citywaverly.com

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**Utility Billing Clerk/Accounts Payable**

Formerly Utility Clerk / Receptionist

**DEPARTMENT:** Office/Clerical, Public Works/Utilities  
**REPORTS TO:** City Administrator  
**FLSA STATUS:** Non-Exempt, Non-Volunteer

**JOB SUMMARY**

Performs the duties of office receptionist with considerable public contact. Responsible for all utility billing including running and interpreting utility reports, communicating with Water Operator, providing information to customers, and printing and mailing bills. Under general supervision, responsible for accounts payable and coding invoices to appropriate department codes. Performs clerical tasks on a variety of office machines. This position may be either regular part-time or full-time, which will be at the discretion of the City Administrator and Mayor to establish.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of basic accounting skills
- Ability to establish and maintain positive public relations with the general public, other employees, community groups, other governmental agencies and municipal officials.
- Ability to work with frequent interruptions and a high degree of public contact by phone or in person.
- Ability to sit and/or stand for long periods of time
- Good typing and data entry skills.
- Ability to work independently and prioritize work.
- Ability to learn and understand PC software applications.
- Knowledge of Microsoft Word, Excel, Power Point, Gmail, etc.
- Ability to operate basic office machines such as copier, computer, calculator, fax machine, point-of-sale system, etc.
- Attention to detail and ability to multi-task effectively.

## **EDUCATION AND EXPERIENCE**

- 1) Graduation from high school or equivalent.
- 2) Accounting, clerical, and/or bookkeeping experience is desired.
- 3) Must be able to pass any background, medical, and drug screenings required.
- 4) Experience in billing operation and use of computer billing software is desired.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Greets individuals in person or by phone and provides information or directs them to the appropriate source for assistance and/or provides information as appropriate.
- Performs a variety of clerical duties such as typing and photocopying, preparing various documents and reports, distributing city mail, receiving, and processing a variety of payments from the public.
- Completes the timely issuance of all utility billing processes.
- Completes all utility billing with monthly meter reads and collection of all fees for utility & other services.
- Receives and enters utility billing payments.
- Enters service orders to process all move in and move out requests.
- Communication with Water Operator as needed; requests special meter readings or read verifications when needed.
- Prepares and executes delinquent reports and disconnect notices and starts negotiation procedure for utility customer payment plans if needed or approved by City Administrator.
- Completes accounting of Customer Utility Account Deposits including verifying initial receipt of deposit, maintaining accurate and complete records and issuance of approved refunds.
- Manages accounts payable; communicates with vendors to ensure accuracy of invoices; prints and mails checks for vendor accounts.
- Codes all invoices with invoice entry in accounting software.
- Prepares claims list for City Council Meetings.
- Accurate written and oral communication skills to resolve customer questions regarding utility or other city services, and forward in legible manner to necessary department heads.
- Assists with Waverly Fire/Rescue administrative duties.
- Other duties as assigned.

## **WAGES, HOURS, AND BENEFITS**

Wages per pay scale.

Hours are 8:00 am with a flexible end time, approximately 30 hours per week, with potential for full time.

Eligible for paid time-off. Eligible for health insurance, dental insurance, HSA, and life insurance if full time. Retirement benefits available after introductory period.

## **LICENSE/CERTIFICATION PREFERENCES:**

None required

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## OFFICE ASSISTANT

**DEPARTMENT:** Office/Clerical, Public Works/Utilities

**REPORTS TO:** City Administrator

**FLSA STATUS:** Non-Exempt, Non-Volunteer

### **JOB SUMMARY**

Performs the duties of office receptionist with considerable public contact including answering phones, greeting customers, collecting payments and entering in software applications. Under general supervision, responsible for assisting with special administrative projects in various departments and related work as required. Performs clerical tasks on a variety of office machines. Employee may fill in for the Utility Billing Clerk as needed. This position is a regular part-time position on an hourly basis.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of basic accounting skills
- Ability to establish and maintain positive public relations with the general public, other employees, community groups, other governmental agencies and municipal officials.
- Ability to work with frequent interruptions and a high degree of public contact by phone or in person.
- Ability to sit and/or stand for long periods of time
- Good typing and data entry skills.
- Ability to work independently.
- Greets individuals in person or by phone and provides information or directs them to the appropriate source for assistance and/or provides information as appropriate.
- Ability to learn and understand PC software applications.
- Knowledge of Microsoft Word, Excel, Power Point, Gmail, etc.
- Ability to operate basic office machines such as copier, computer, calculator, fax machine, point-of-sale system, calculator, etc.
- Attention to detail and ability to multi-task effectively.

### **EDUCATION AND EXPERIENCE**

- 1) Minimum of high school diploma (or equivalent) or higher.
- 2) Professional communication skills, strong computer skills, and quality customer service required.
- 3) Must be able to pass any background, medical, and drug screenings required.
- 4) Office assistant or Clerical and bookkeeping experience is desired.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Greets individuals in person or by phone and provides information or directs them to the appropriate source for assistance and/or provides information as appropriate.
- Performs a variety of clerical duties such as typing and photocopying, preparing various documents and reports, distributing city mail, receiving, and processing a variety of payments from the public.
- Receives utility payments, issuing receipts to customers, and corresponding to the Utility Billing Clerk as needed.
- Accurate written and oral communication skills to resolve customer questions regarding utility or other city services, and forward in legible manner to necessary department heads.
- Miscellaneous data entry, paper filing and electronic filing of City documents in accordance with records retention schedules.
- Professional tact and courtesy are required in all public contact & job functions.
- Perform other related duties as requested by Department Heads.

### **WAGES, HOURS, AND BENEFITS**

Wages per pay scale.

Hours are flexible between the hours of 8:00 a.m. and 4:30 p.m., approximately 20-25 hours per week.

### **LICENSE/CERTIFICATION PREFERENCES:**

None required

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## **Building Inspector/Zoning Administrator**

**DEPARTMENT:** Building & Zoning, Administration

**REPORTS TO:** City Administrator, Mayor

**FLSA STATUS:** Exempt, Non-Volunteer, Full-Time

### **JOB SUMMARY**

Performs skilled on-site inspections of building construction and repair work to assure compliance with building, plumbing, and mechanical codes; implements and administers flood plain, zoning and subdivision regulation; coordinates and assists in the review of flood plain applications, subdivision plats, zoning amendments and comprehensive plan updates; responsible for periodic on-site observation of public infrastructure upgrades to ensure compliance with plans and specs; and performs other duties in the City as required. Directly responsible to the City Administrator.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Thorough knowledge of building, plumbing, mechanical and zoning and subdivision codes and ordinances.
- Knowledge of annexation laws and procedures.
- Knowledge of the proper methods and materials for building construction.
- Knowledge of proper inspection methods.
- Ability to make on-site visual inspections.
- Ability to read and interpret plans and specifications.
- Must be able to effectively communicate in oral and written form.
- Ability to prepare written reports.
- Ability to attend meetings and/or conferences in town or out of town.
- Ability to schedule activities and meetings.
- Ability to establish and maintain effective working relationships with the public, private contractors, developers, and public/government officials.
- Must be able to maintain an effective working relationship with employees and the public.

### **EDUCATION AND EXPERIENCE**

- 1) Four year college degree in Construction Management, Engineering, or similar construction training, or high school education or equivalent training and work experience.
- 2) Must be able to pass any background, medical, and drug screenings required.

- 3) Proficient in Microsoft Office (Word, Excel, and Access), AutoCAD or similar drafting program; familiarity with GIS/Arc View software.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Reviews and approves as appropriate all applications for building, mechanical, plumbing, sign, and similar permits.
- Directs the issuance of all building permits.
- Provides oral and written information to owners, builders, and contractors regarding requirements of applicable building codes and ordinances.
- Ensures that all construction plans and specifications are reviewed in a consistent manner.
- Inspects buildings and other structures to make sure that construction, alteration, maintenance, structural repairs, plumbing, and mechanical work is being done in compliance with provisions of applicable codes and ordinances
- Conducts and oversees inspections during all phases of construction to ensure compliance with setbacks, structural, and safety standards, and ADA requirements.
- Prepares and files written monthly and annual reports.
- Responsible for enforcement of zoning and subdivision regulations.
- Assists in developing draft revisions to City codes, regulations, and ordinances when appropriate.
- Reviews subdivision plats, zoning amendments, and comprehensive plan updates.
- Assists in updating the zoning and subdivision regulations and the comprehensive plan.
- Works with professional consultants on new subdivisions and public infrastructure.
- Acts as the city's Floodplain Manager.
- Reviews and approves floodplain development permit applications.
- Prepares agendas and attends all the Planning Commission and Board of Adjustment meetings and maintains legal records and related duties.
- Assists City Administrator on projects and performs special assignments as requested.
- Attends City Council, Planning Commission, and Board of Adjustment meetings as directed by City Administrator.
- Other duties as assigned.

**WAGES, HOURS, AND BENEFITS**

Wages per pay scale and compensated on a salaried basis.

Hours are 8:00 am to 4:30 p.m.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA.

Retirement benefits available after introductory period.

**LICENSE/CERTIFICATION REQUIREMENTS:**

Must be certified by International Code Council as one of the following: Building Inspector (Commercial or Residential), or Plan Examiner (Commercial or Residential) or be able to take a certification exam within six months from date of employment.

Must stay current with continuing education requirements.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

**PHYSICAL REQUIREMENTS:**

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds.

Ability to work in all weather conditions.

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## **Municipal Code Inspector**

**DEPARTMENT:** Building and Zoning, Office  
**REPORTS TO:** Building Inspector  
**FLSA STATUS:** Non-Exempt, Non-Volunteer, Part-Time

### **JOB SUMMARY**

Under the direction of the City Administrator, the Municipal Code Inspector is responsible for inspecting properties in the City of Waverly to ensure compliance with Waverly Municipal Code and Waverly Zoning Regulations. This includes investigation of environmental health conditions, nuisances, parking violations, assessment of properties, and other duties as needed. May assist in on-site inspections of building construction, with guidance of the Building Inspector. The position is part-time with a flexible schedule and may include occasional evenings and weekends.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of Waverly streets, business names, and residential areas and ability to read a map.
- Knowledge of City of Waverly Municipal Code, Zoning Regulations, and traffic laws and strong desire to learn and find applicable information.
- Basic Knowledge of Microsoft Office and other relevant computer programs.
- Ability to monitor, identify and investigate city code violations on private and public property and initiate plan for resolution.
- General knowledge of the proper methods and materials for building construction.
- Ability to make on-site visual inspections.
- General knowledge of building codes and inspection methods, with training opportunities available as needed.
- Ability to receive and respond to reported code violations and coordinate with other city departments and Lancaster County Health Department as needed.
- Ability to write, maintain, and update accurate records and reports.
- Ability to work independently with minimal supervision.
- Ability to demonstrate professional and personal integrity, and maintain effective relationships with City officials, coworkers, and the public.
- Must safely operate city vehicles.
- Ability to effectively track violations in City's permitting and code enforcement software and follow-up as needed in a timely manner.
- Must have strong verbal and written communication skills.

### **EDUCATION AND EXPERIENCE**

- 1) High school education or equivalent.
- 2) Experience in Microsoft Office.

### **ESSENTIAL JOB FUNCTIONS**

Be punctual and dependable with regular attendance. Must have a thorough knowledge of the City of Waverly Municipal Code concerning health issues and nuisance issues and Zoning Regulations, with a strong desire to learn. Must be able to maintain an effective working relationship with employees and the public; be able to communicate effectively, both verbally and in writing; ability to deal with the public in a friendly and professional manner. Must have organizational skills with basic filing knowledge and ability to update and maintain records on a database.

### **WAGES, HOURS, AND BENEFITS:**

Wages per pay scale and are compensated on an hourly basis.

Hours are between 8:00 am to 4:30 p.m. and are flexible on a part-time basis, approximately 15-20 hours per week, and occasionally working up to 30 hours per week based on City needs.

### **LICENSE/CERTIFICATION PREFERENCES:**

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

Must be able to pass any background, medical, and drug screenings required.

### **PHYSICAL REQUIREMENTS:**

Must be able to stand, walk, and sit for long periods of time. Position requires driving a vehicle for some or all of the work shift.

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**Public Works Director**

**DEPARTMENT:** Public Works  
**REPORTS TO:** City Administrator, Mayor  
**FLSA STATUS:** Exempt, Non-Volunteer, Full-Time

**JOB SUMMARY**

Plan, direct and review the activities and operations of the Public Works Department including provisions of administrative, technical, and budgetary oversight of street construction, roadway maintenance and traffic control, solid waste management and disposal, wastewater collection and treatment, water distribution systems, vehicle and equipment maintenance, traffic engineering, City engineering functions. Provides technical oversight of planned improvements and furnishes recommendations on the priorities for capital improvements and major equipment purchases. Monitors activities of employees and systems operations for compliance with state and federal regulations. Coordinate assigned activities with other City departments and outside agencies; and provide policy, technical and administrative support to the Mayor, City Council and City Administrator.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Modern and complex principles and practices of Public Works program development and administration.
- Principles and practiced of organization, administration, and personnel management.
- City purchasing requirements.
- Principles and techniques of supervision, training, and performance evaluation.
- Pertinent Federal, State, and local laws, code, and regulations.
- Engineering practices, principles and codes as applied to streets, drainage channel activities, wastewater operations, water distribution systems, refuse collection, vehicle and equipment maintenance, traffic engineering and development of property.
- City functions and responsibilities in satisfying and remedying community needs, desires, and problem areas.

- Operations and capabilities of computers and their application to public works problems and systems.
- Ability to select, supervise, train, and evaluate staff.
- Ability to manage, direct and coordinate the work of staff.
- Must have knowledge of regulations pertaining to operation of wastewater plant.
- Must be able to perform manual labor and heavy repair.
- Ability to apply engineering practices, principles, and codes appropriately.
- Ability to gain cooperation through discussion and persuasion.
- Knowledge and skilled at budget preparation and administration.
- Ability to analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Ability to effectively administer a variety of Public Works activities.
- Interpret and apply Federal, State, and local policies, procedures, laws, code, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Must be able to establish and maintain cooperative-working relationships with those contacted in the course of work.
- Knowledge and ability to stay abreast of new trends and innovations in the field of Public Works.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Develop, plan and implement department goals and objectives; recommend and administer policies and procedures; develop and modify City Ordinances.
- Fulfill the duties set forth in the Statutes and Ordinances that are assigned to the City Engineer and the Public Work Director.
- Coordinate department activities with those of other departments and outside agencies or organizations.
- Direct, oversee and participate in the development of the department's work plan; meet with Division managers to discuss, coordinate and assign work activities, projects and programs; assist Division managers in the planning, design, and preparation of plans and bid specifications for various projects and equipment purchases; visit work sites as needed. Supervise and participate in the development and administration of the Department budget; direct the forecast of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustment.
- Participate on a variety of boards and commissions; attend and participate in citizens advisory groups, professional groups and committees; implement discipline and termination procedures as necessary; promote high morale throughout the department.
- Oversee maintenance of plans, maps, engineering designs, GIS systems, groundwater regulations and all other materials related to public works infrastructure records.
- Oversees locate requests from NE 811 and assigns or performs utility locate requests for the water and wastewater utility systems.
- Oversee review of zoning requests, site plans, preliminary and final plats and other related material for compliance with City Codes and zoning regulations; develop and prioritize projects

to improve water quality systems, pavements, drainage, wastewater, collection, treatment, storm water runoff, and traffic engineering.

- Provide complex technical, staff and administrative support to the City Administrator, City Council and Regional Planning Commission and other committees/commissions on engineering and public works related matters; direct special projects and research as assigned.
- Oversee and participate in the development of long range plans for City capital improvement project; develop capital improvements budget.
- Supervise, participate in and review engineering design work involving design and construction observation of bridges, streets, storm water systems, sanitary sewer collection systems, wastewater treatment facilities and other public works related facilities; review consultant and staff designs and technical reports; solve engineering and technical problems.
- Respond to and resolve difficult and sensitive Mayor, Council, citizen and staff inquiries and complaints.
- Evaluate and implement new techniques, materials and technology for improved quality and efficiency; ensure quality control on all projects; oversee enforcement of safety standers.
- Oversee and assist with recommending assessments for streets, storm water systems, sidewalk, water distribution systems, and sanitary sewer construction to City Council and the Board of Equalization; recommend rates for wastewater customers.
- Oversees the City's snow removal and implementation plans.
- Negotiate and coordinate compliance with state and federal regulations and requirements regarding grants and permits; work with staff and elected officials of other public organizations on joint projects;
- Perform related duties as assigned.
- Must exercise defensive and safe driving practices.
- Identify and respond to public and City Council issues and concerns.
- Be punctual and dependable with regular attendance.
- Acts as the Street Superintendent and the Cemetery Superintendent and perform duties as assigned to those roles.
- Must be able to maintain an effective working relationship with employees and the public.
- Must be able to effectively communicate in oral and written form.

#### **EDUCATION AND EXPERIENCE**

- 1) High school education or equivalent, two (2) years' experience in water and wastewater operations. Post-secondary education is desired.
- 2) Must be skilled in the use of construction tools and techniques applicable to plant operations and collection systems.
- 3) Must be able to pass any background, medical, and drug screenings required.

#### **WAGES, HOURS, AND BENEFITS**

Wages per pay scale and are compensated on a salaried basis.

Hours are 7:30 am to 4:00 pm with occasional additional stand-by calls as needed.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA. Retirement benefits available after introductory period.

**LICENSE/CERTIFICATION PREFERENCES:**

Certification as a Class II Wastewater Operator and as a Class III Water Operator is required.

Street Supervisor License from NDOT is preferred and required within 2 years of hire.

Must stay current with continuing education requirements.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

**PHYSICAL REQUIREMENTS:**

Must be able to perform heavy manual labor.

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

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**Water System Lead**

Formerly Water System Operator

**DEPARTMENT:** Public Works  
**REPORTS TO:** Public Works Director, City Administrator  
**FLSA STATUS:** Non-Exempt, Non-Volunteer, Full-Time

**JOB SUMMARY**

Under general supervision, assists with a variety of skilled and unskilled duties in the operation and maintenance of the water supply and distribution system. Provides oversight of the well and distribution system to ensure compliance with state and federal requirements. Provides input to management on community actions and any activities affecting ground water quantity and quality. Operates light, medium, and heavy equipment. Reports directly to the Public Works Director. Rotating duty of on-call weekend utility checks and stand-by calls required. Performs other duties as assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES**

The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Knowledge of municipal water distribution systems operation and maintenance
- Knowledge of Federal and State laws applicable to water systems
- Knowledge of Municipal well operation and maintenance
- Knowledge of Municipal water sampling technics and requirements
- Performs water line taps and connects water meters and radio readouts
- Performs monthly and as needed utility meter readings.
- Performs water meter discrepancy checks, and makes special readings for accuracy, and reports any problems to the Public Works Director
- Inspects service lines and connections and assists in inspecting new water main connections
- Performs hydrant flushing and valve turning on an annual basis
- Repairs and replaces stop boxes as required
- Ability to operate a variety of light, medium and heavy equipment including trucks, backhoes, and mowers
- Ability to operate a variety of light, medium, and heavy-duty equipment including trucks, graders, street sweepers, tractors, mowers, backhoe, and snow plows
- Ability to respond to water main breaks in an expedient manner, and requests assistance from other departments and staff

**PHYSICAL REQUIREMENTS:**

Must be able to perform heavy manual labor.

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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**Wastewater System Lead**

Formerly Wastewater Treatment Operator

**DEPARTMENT:** Public Works

**REPORTS TO:** Public Works Director, City Administrator

**FLSA STATUS:** Non-Exempt, Non-Volunteer, Full-Time

**JOB SUMMARY**

Under general supervision, assists with a variety of skilled and unskilled duties in the operation and maintenance of the wastewater treatment facility and the collection system. Provides oversight of the system to ensure compliance with Federal and State requirements. Provides input to management on community actions and any activities affecting input / output quantity or quality. Operates light, medium, and heavy equipment. Reports directly to the Public Works Director. Rotating duty of on-call weekend utility checks and stand-by calls required. Performs other duties as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of municipal wastewater system / operation
- Ability to operate a variety of light, medium, and heavy-duty equipment including trucks, graders, street sweepers, tractors, mowers, backhoe, and snow plows
- Basic operation and servicing of equipment
- Maintains records on servicing and maintenance of the sewer collection system
- Ability to operate a variety of light, medium, and heavy-duty equipment including trucks, graders, street sweepers, tractors, mowers, backhoe, sewer jetting equipment, and snowplows.
- Performs the necessary testing and collection of laboratory samples to ensure the wastewater treatment plant is in compliance with regulations and prepares and submits the necessary reports required by the state and federal regulations.
- Performs the daily service and maintenance of the wastewater treatment plan and lift stations
- Monitors the performance of the plant and reports any problems to the Public Works Director.

**EDUCATION AND EXPERIENCE**

- 1) High school education or equivalent. Post-secondary education is desired.
- 2) Wastewater system 2 operators license required.
- 3) Must be able to pass any background, medical, and drug screenings required.
- 4) Must possess a valid driver's license.

- 5) Able to obtain Commercial driver's license (CDL).
- 6) Light to heavy equipment experience desired.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Be punctual and dependable with regular attendance.
- Must have knowledge of regulations and issues pertaining to operation of a wastewater treatment plant.
- Must be able to perform heavy manual labor and perform routine servicing and maintenance of the wastewater treatment plant.
- Must exercise defensive and safe driving practices.
- Must be able to maintain an effective working relationship with employees and the public.

**WAGES, HOURS, AND BENEFITS:**

Wages per pay scale and are compensated on an hourly basis.

Hours are 7:30 am to 4:00 pm, with Rotating duty of on-call weekend utility checks 10:00 am to 12:00 pm and stand-by calls as needed. Additional hours may be required based on weather and City needs.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA. Retirement benefits available after introductory / probationary period.

**LICENSE/CERTIFICATION PREFERENCES:**

Class   1   Wastewater Operator certification required within 1 year in this position.

Class   2   Wastewater Operator certification required within 2 years in this position.

Class   4   Water Operator certification required within 2 years in this position.

Class   3   Water Operator certification desired.

**PHYSICAL REQUIREMENTS:**

Must be able to perform heavy manual labor.

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



**City of Waverly, Nebraska**  
**JOB DESCRIPTION**

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## **Street Department Lead**

**DEPARTMENT:** Public Works  
**REPORTS TO:** Public Works Director, City Administrator  
**FLSA STATUS:** Non-Exempt, Non-Volunteer, Full-Time

### **JOB SUMMARY**

Under General Supervision, assists with a variety of unskilled and skilled duties in the operation and maintenance of the streets, parks, swimming pool, and cemetery. Operates light, medium and heavy equipment. Reports directly to the Public Works Director. Rotating duty of on-call weekend utility checks and stand-by calls required. Perform other duties as assigned.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of street repair and maintenance
- Knowledge of public utilities drawings, diagrams, and maps and ability to navigate the City's Geographic Information System (GIS)
- Knowledge of light to heavy equipment operation, scheduled maintenance, and repair practices
- Safety practices and procedures for all assigned duties and locations of work
- Ability to operate a variety of light, medium, and heavy-duty equipment including trucks, graders, street sweepers, tractors, mowers, backhoe, and snow plows
- Performs vehicle and equipment maintenance and repair.
- Assists in the maintenance of the streets including the curbs, gutters, asphalt and concrete finishing, and snow removal.
- Assists in the cemetery maintenance with mowing, trimming, liter removal, raising, placing, and straightening of headstones, plot preparation, and coordination with funeral homes.
- Assists in maintaining street sign inventory.
- Assists in planning and maintaining street maintenance product inventory.
- Assists in City ordinance violation notification and processing.
- Knowledge of vehicle equipment maintenance and repair
- Ability to obtain Commercial Driver's License (CDL)
- Ability to coordinate street maintenance activities and resource demands.

### **EDUCATION AND EXPERIENCE**

- 1) High school education or equivalent, two years' experience in City operations.
- 2) Heavy equipment experience is desired.

3) Must be able to pass any background, medical, and drug screenings required.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Be punctual and dependable with regular attendance.
- Knowledge of street repair and maintenance.
- Operation of heavy equipment.
- Must organize and prepare snow removal equipment and materials.
- Must exercise defensive and safe driving practices.
- Must be able to perform heavy manual labor.
- Must be able to maintain an effective working relationship with employees and the public.

**WAGES, HOURS, AND BENEFITS:**

Wages per pay scale and are compensated on an hourly basis.

Hours are 7:30 am to 4:00 pm, with Rotating duty of on-call weekend utility checks 10:00 am to 12:00 pm and stand-by calls as needed. Additional hours may be required based on weather and City needs.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA. Retirement benefits available after the introductory / probationary period.

**LICENSE/CERTIFICATION PREFERENCES:**

Class  4  Water Operator certification required within 1 year in this position.

Class  1  Wastewater Operator required certification required within 2 years in this position.

Class  3  Water Operator certification desired.

Class  2  Wastewater Operator certification desired.

Street Superintendent's license is desired but not required.

Must stay current with continuing education requirements.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

**PHYSICAL REQUIREMENTS:**

Must be able to perform heavy manual labor.

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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## Public Works Worker I

**DEPARTMENT:** Public Works  
**REPORTS TO:** Public Works Director  
**FLSA STATUS:** Non-Exempt, Non-Volunteer, Full-Time

### **JOB SUMMARY**

Under General Supervision, assists with a variety of unskilled and skilled duties in the operation and maintenance of the streets, parks, swimming pool, and cemetery. Operates light, medium and heavy equipment. Reports directly to the Public Works Director. Rotating duty of on-call weekend utility checks and stand-by calls required.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of street repair and maintenance
- Ability to operate a variety of light, medium, and heavy-duty equipment including trucks, graders, street sweepers, tractors, mowers, backhoe, and snow plows
- Knowledge of vehicle equipment maintenance and repair
- Performs vehicle and equipment maintenance and repair.
- Assists in the maintenance of the streets including the curbs, gutters, asphalt and concrete finishing, and snow removal.
- Assists in the cemetery maintenance with mowing, trimming, litter removal, raising, placing, and straightening of headstones.
- May assist with water and sewer system maintenance and emergencies.
- May assist with parks and Aquatic Center maintenance and emergencies.
- Assists in City ordinance violation notification and processing.

### **EDUCATION AND EXPERIENCE**

- 1) High school education or equivalent.
- 2) Experience in City operations desired.
- 3) Maintenance background desired.
- 4) Heavy equipment experience is desired.
- 5) Must be able to pass any background, medical, and drug screenings required.

### **ESSENTIAL JOB FUNCTIONS**

- Be punctual and dependable with regular attendance.
- Knowledge of street repair and maintenance. Operation of heavy equipment. Must be able to perform heavy manual labor.
- Must exercise defensive and safe driving practices.
- Must be able to maintain an effective working relationship with employees and the public.
- Ability to work in all weather conditions.

### **WAGES, HOURS, AND BENEFITS:**

Wages per pay scale and are compensated on an hourly basis.

Hours are 7:30 am to 4:00 pm, with Rotating duty of on-call weekend utility checks 10:00 am to 12:00 pm and stand-by calls as needed. Additional hours may be required based on weather and after hours emergency calls.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA. Retirement benefits available after introductory period.

### **LICENSE/CERTIFICATION PREFERENCES:**

Certification as a Class I Water Operator and as a Class I Wastewater Operator is desired, but not required.

Commercial Driver's License (CDL) desired.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

### **PHYSICAL REQUIREMENTS:**

Must be able to perform heavy manual labor.

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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## Public Works Worker II

**DEPARTMENT:** Public Works  
**REPORTS TO:** Public Works Director, City Administrator  
**FLSA STATUS:** Non-Exempt, Non-Volunteer, Full-Time

### **JOB SUMMARY**

Performs a variety of skilled duties in the operation and maintenance of streets, parks, swimming pool, buildings, and cemetery. Operates light, medium, and heavy equipment. Directly responsible to the Public Works Director. Rotating duty of on-call weekend utility checks and stand-by calls required.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of street repair and maintenance
- Ability to operate a variety of light, medium, and heavy-duty equipment including trucks, graders, street sweepers, tractors, mowers, backhoe, and snow plows
- Knowledge of maintaining an inventory of all street signs
- Knowledge of vehicle equipment maintenance and repair
- Assists in City ordinance violation notification and processing.
- Assists in the budget preparation and makes recommendations to the Public Works Director for the pool, park, cemetery, and streets.
- Must be able to perform heavy manual labor; must be able to regularly lift a minimum of 50 pounds and occasionally lift in excess of 100 pounds.
- Ability to maintain an effective working relationship with employees and the public.
- Responsible for the maintenance of the streets including the curbs, gutters, asphalt and concrete finishing, snow removal, and cleaning, repairing, and mowing all city right-of-ways and ditches
- Assists in the cemetery maintenance with mowing, trimming, litter removal, raising, placing, and straightening of headstones.
- May assist with water and sewer system maintenance and emergencies.
- May assist with parks and Aquatic Center maintenance and emergencies.

### **EDUCATION AND EXPERIENCE**

- 1) High school education or equivalent and three (3) years' experience in City operations desired. Post-secondary education is desired.
- 2) Heavy equipment experience is desired.
- 3) Must be able to pass any background, medical, and drug screenings required.

### **ESSENTIAL JOB FUNCTIONS**

- Be punctual and dependable with regular attendance.
- Must be knowledgeable in street repair, construction tools and techniques, and maintenance and operation of heavy equipment.
- Must exercise defensive and safe driving practices.
- Must be able to perform heavy manual labor.
- Must be able to maintain an effective working relationship with employees and the public.

### **WAGES, HOURS, AND BENEFITS:**

Wages per pay scale and are compensated on an hourly basis.

Hours are 7:30 am to 4:00 pm, with Rotating duty of on-call weekend utility checks 10:00 am to 12:00 pm and stand-by calls as needed. Additional hours may be required based on weather and after hours emergency calls.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA. Retirement benefits available after introductory period.

### **LICENSE/CERTIFICATION PREFERENCES:**

Class  4  Water Operator certification required within 2 years in this position.

Class  1  Wastewater Operator required certification required within 2 years in this position.

Class  3  Water Operator certification desired.

Class  2  Wastewater Operator certification desired.

Street Superintendent's license is desired but not required.

Commercial Driver's License (CDL) desired.

Must stay current with continuing education requirements.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

### **PHYSICAL REQUIREMENTS:**

Must be able to perform heavy manual labor.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to stand, walk, and sit for long periods of time.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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**Seasonal Laborer**

**DEPARTMENT:** Parks and Recreation, Streets

**REPORTS TO:** Parks and Recreation Director or Public Works Director

**FSLA STATUS:** Non-Exempt, Non-Volunteer, Part Time

**JOB SUMMARY**

Under general supervision, responsible for a variety of tasks directly related to the summer months including include mowing, weed trimming, trash pickup, landscaping, field clean up, field prep, and maintaining parks and public ways. Reports to the Parks and Recreation Director or the Public Works Director, depending on employment. This seasonal position is compensated on an hourly basis.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- General knowledge of equipment maintenance to refer repairs to Parks and Recreation Director or Public Works Director.
- Ability to mow park and city grasses with strong attention to detail.
- Ability to operate a variety of light and medium equipment including mowers, field line painting equipment, athletic field dragging equipment, and weed trimmers/edgers.
- Must exercise defensive and safe driving practices.
- Must be respectful and take good general care of equipment.
- Must be able to maintain an effective working relationship with employees and the public.

**EDUCATION AND EXPERIENCE**

1. Must be 16 years of age or older by May.
2. Landscaping, groundskeeping, and/or equipment maintenance experience desired but not required.

**ESSENTIAL JOB FUNCTIONS**

- Must be detail oriented and respectful to equipment.
- Ability to follow instructions and respond to direction.
- Must wear proper work attire and PPE as needed.
- Must be dependable and punctual.
- Ability to work in all weather conditions including extreme heat and sun.

**WAGES, HOURS, AND BENEFITS**

Wages per pay scale and are compensated on an hourly basis.

Seasonal part-time hours as needed between 8:00 a.m. to 4:30 p.m. with some evening and/or weekend hours as needed.

**LICENSE/CERTIFICATION PREFERENCES:**

Must possess valid driver's license with clean driving record, with the expectation of notifying the Parks and Recreation Director or Public Works Director of any changes to driving record.

**PHYSICAL REQUIREMENTS:**

Must be able to perform manual labor.

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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**Parks and Recreation Director**

**DEPARTMENT:** Parks and Recreation  
**REPORTS TO:** City Administrator, Mayor  
**FLSA STATUS:** Exempt, Non-Volunteer, Full-Time

**JOB SUMMARY**

Under the direction of the City Administrator, is responsible for the overall planning, directing and supervision of municipal recreational activities. Responsible for directing the aquatic center operations and staff. Responsible for overseeing park maintenance and staff. Promotes good will and develops a positive approach to public relations in the community by providing sound leadership. Develops and implements appropriate recreational activities for all citizens within Waverly and the surrounding area. Coordinates with programs available outside of Waverly to provide recreational opportunities for kids of all ages. Oversees the maintenance of park grounds, buildings, and equipment. Continually promotes a good working relationship with all entities and maintains a good public image. Works varying schedules, including nights and weekends.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Administers all operations, activities and policies of the Parks and Recreation Department.
- Acquisition, planning, design/construction and maintenance of recreation equipment and park buildings, facilities and grounds.
- Recommends fees for recreation programs where applicable.
- Operations, activities and policies of the Parks and Recreation Department.
- Hiring, training, scheduling, supervising, and evaluating staff.
- Coordinating volunteer activities.
- Prepares for annual budget and seeks input from the Park, Recreation, and Tree Committee; Directs expenditures of departmental funds.
- Knowledge of inventory and purchase of equipment and supplies.
- Ability to maintain accurate records and evaluation summaries for all programs.
- Strong knowledge of rec programs and knowledge of rules and regulations.
- Ability to plan renovations and capital improvements projects; obtains bids; coordinates departmental work/projects among applicable government departments/agencies, outside

services and contractors, consulting architects/engineers, utilities, legal entities, city boards, and others as appropriate.

- Ability to oversee the daily operation of municipal recreation programs and facilities.
- Responds to citizen inquires, complaints and information requests.
- Works with the Waverly School District and other groups and organizations to promote good use of City of Waverly areas and facilities.
- Ability to evaluate effectiveness of recreation areas, facilities, and services; studies local conditions and develops immediate and long-range plans and goals to meet the recreational needs of all age groups.
- Inspects recreational areas, facilities, and equipment to determine safety, adequacy, and maintenance needs.
- Ability to supervise full and part-time, and seasonal, including volunteers. Exercise full supervisory authority over various part-time staff. Train staff as needed. Confer regularly with staff to plan, coordinate and evaluate activities, assign and review work, resolve problems and plan work schedules.
- Knowledge of operation and maintenance of irrigation system/sprinklers.
- Responsible for the development of marketing information designed to attract and enhance participation.
- Leads and acts as a liaison and staff to the Park, Recreation, and Tree Committee.
- Research grants and programs of interest to the community in the area of recreation development.
- Responsible for development of park improvements and produces an annual program and facility development plan.
- Seeks grant opportunities available for City Park and Recreation and coordinates with City Administrator.
- Coordinates with concession manager with game and tournament schedules.
- Facilitates umpire scheduling; coordinate umpire payouts with accounting department.
- Orchestrating awards for rec programs; ordering; and organizing, sorting.
- Coordinates with city arborist on planting trees in city parks and maintaining Tree City, USA status.
- Responsible for coordinating, ordering, and proper installation of memorial benches in city parks.

#### **EDUCATION AND EXPERIENCE**

- 1) Post-secondary degree in recreation administration, leisure studies, natural resources administration, public administration, or related field desired; or equivalent combination of experience in related field or training may be substituted for education.
- 2) Two (2) years' supervisory experience.
- 3) Must be able to pass any background, medical, and drug screenings required.
- 4) Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Knowledge and understanding of recreation and park principles, concepts and techniques, recreational program development and implementation, and budget methods and procedures.
- Must be able to maintain an effective working relationship with employees and the public.
- Attends department head, city council, and Park, Recreation, and Tree Committee meetings as needed. May need to attend recreation league meetings as needed.
- Must be able to effectively communicate in oral and written form.
- Monitor city parks to keep in clean, working order; maintain ballfields; check for damage/vandalism; monitor Aquatic Center operations and ordering supplies as needed.
- Responds to inquiries in a timely manner.
- Ability to facilitate scheduling of practices/games of rec & non-rec programs.
- In charge of camera system, make sure in working order, contact camera support as needed; ability to check cameras for vandalism and work with sheriff's department on incidents and providing camera footage/evidence.
- Submit insurance claims; meet with claims adjuster.
- Supervises park maintenance including contacting and coordinating with contractors.
- Oversees maintenance and safety of City Playgrounds and equipment; works with contractors on replacing or make new purchases.
- Responsible for interviewing and hiring process of all park and Aquatic Center seasonal employees.
- Responsible for Aquatic Center preparation of seasonal opening day; coordinating repairs and maintenance with related contractors as needed.
- Coordinates and supervises Aquatic Center Manager to ensure safety of all patrons and ensuring a positive experience for all patrons.
- Oversees aquatic center daily operation; manages end-of-season winterization of the Aquatic Center and park restrooms.
- Must exercise defensive and safe driving practices.
- Coordinates with the City of Lincoln for the swim team registration and ordering uniforms; coordinates swim team instruction and payment to the instructors.
- In charge of publicizing and creating marketing materials for all information and updating the website/social media on rec program deadlines, Aquatic Center schedules, important announcements, and weather updates.
- Ordering uniforms for all rec programs and meeting vendor deadlines.
- Coordinates online platforms with rec program signups; input registrations; create schedules.

**WAGES, HOURS, AND BENEFITS**

Wages per pay scale and compensated on a salaried basis.

Hours are 8:00 am to 4:30 pm with varying work schedules, including nights and weekends as needed to facilitate recreation programs.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA. Retirement benefits available after introductory period.

**LICENSE/CERTIFICATION PREFERENCES:**

Certified Pool Operator (CPO) and CPR/First Aid required. Turf and Field Management workshops/ training required.

Must stay current with continuing education requirements.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

**PHYSICAL REQUIREMENTS:**

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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**Parks and Recreation Maintenance Lead**

Formerly Parks and Recreation Assistant

**DEPARTMENT:** Parks and Recreation

**REPORTS TO:** Parks and Recreation Director, City Administrator

**FLSA STATUS:** Non-Exempt, Non-Volunteer, Full-Time

**JOB SUMMARY**

Under the direction of the Parks and Recreational Director, is responsible for maintenance of city park grounds, park buildings, parks equipment, city office building, and Aquatic Center. General knowledge of equipment and vehicle maintenance. Promotes good will and develops a positive approach to public relations in the community. Works varying schedules, including occasional nights and weekends.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Mechanical, preventative maintenance, basic repair, and basic plumbing skills are required.
- Basic safety and first aid practices.
- Must exercise defensive and safe driving practices.
- Methods, techniques, tools and operating characteristics of equipment used in light construction, installation, hand power tools, and maintenance projects.
- Knowledge of operations, activities and policies of the Parks and Recreation Department.
- Ability to plan and supervise the work of skilled and unskilled employees performing park maintenance and construction work.
- Knowledge of operation and maintenance of irrigation system/sprinklers.
- Ability to operate a variety of light, medium, and heavy-duty equipment including trucks, skid loader, woodchipper, tractors, mowers, snow removal equipment, field line painting equipment, athletic field dragging equipment, and weed trimmers/edgers.
- Knowledge of all equipment used in the Parks Department.
- Knowledge of chemicals commonly used for landscaping and pools.
- Must be able to maintain an effective working relationship with employees and the public.
- Ability to work in any weather condition.

## **EDUCATION AND EXPERIENCE**

- 1) High school education or equivalent; and two (2) years' experience in recreation field or work in landscaping, groundskeeping, and equipment maintenance.
- 2) Light to medium equipment experience and preventative maintenance preferred.
- 3) Must be able to pass any background, medical, and drug screenings required.

**ESSENTIAL JOB FUNCTIONS** *The following examples of work are illustrative only and are not intended to be all inclusive.*

- Must be punctual and dependable with regular attendance.
- Ability to oversee seasonal staff.
- Cut down trees, trim trees, and landscape maintenance.
- Minor construction work.
- Repairs sprinkler heads and other minor repairs to irrigation systems.
- Plans, organizes, and directs employees in the maintenance, care, and operations of city parks, including athletic fields and related facilities.
- Must be able to perform heavy manual labor.
- Must wear proper work attire and PPE as needed.
- Helps oversee the daily operation of municipal recreation programs and facilities.
- Maintains park grounds and recreational facilities, keeping them clean and in good repair including daily trash removal.
- Maintenance of Aquatic Center such as repair of motors, pumps, filter system, and plumbing.
- Maintaining and ensuring safety of City Playgrounds and equipment.
- Responsible for maintaining accurate records and summaries for all maintenance equipment servicing and checks.
- Responsible for keeping designated areas clean, including snow removal.
- Supervises and participates in the planting of flowers, mowing, watering, spraying, trimming and pruning of shrubs and trees and maintenance of park grounds, ball fields, and city buildings
- Ability to lift and/or move picnic tables, to carry, push or pull a variety of tools, equipment and materials; able to climb, balance, stoop, kneel and work in a crouched position for extended periods of time.

## **WAGES, HOURS, AND BENEFITS:**

Wages per pay scale and are compensated on an hourly basis.

Hours are 8:00 am to 4:30 p.m. Additional hours may be required based on weather and City needs.

Eligible for paid time-off, health insurance, dental insurance, vision insurance, life insurance, and HSA. Retirement benefits available after introductory period.

## **LICENSE/CERTIFICATION PREFERENCES:**

Certified Pool Operator (CPO), CPR/First Aid, and Pesticide Applicator's License required.

Turf and Field Management workshops/ training required.

Must possess valid driver's license with clean driving record, with the expectation of notifying the City Administrator of any changes to driving record.

**PHYSICAL REQUIREMENTS:**

Must be able to perform heavy manual labor.

Ability to stand, walk, and sit for long periods of time.

Ability to get in and out of and to operate a vehicle.

Ability to climb ladders and stairs.

Must be able to regularly lift a minimum of fifty (50) pounds and occasionally lift in excess of seventy-five (75) pounds.

Ability to work in all weather conditions.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



**City of Waverly, Nebraska**  
**JOB DESCRIPTION**

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

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**Aquatics Manager**  
Formerly Swimming Pool Manager

**DEPARTMENT:** Parks and Recreation  
**REPORTS TO:** Parks and Recreation Director  
**FSLA STATUS:** Non-Exempt, Non-Volunteer, Seasonal

**JOB SUMMARY**

The Aquatics Manager shall assist the Parks and Recreation Director in all phases of Aquatic Center operation. The Aquatics Manager will ensure the efficient operation of the Aquatic Center, the safety of the patrons, and comply with all State Statutes and City policies. Responsible for managing the daily cash and credit card transactions at the end of each shift. Reports to the Parks and Recreation Director. This seasonal position is compensated on an hourly basis.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Ability to supervise Aquatic Center employees and lead performance reviews of Aquatic Center staff.
- Responsible for interviewing and hiring process of all seasonal lifeguard employees with assistance of Parks and Recreation Director.
- Verify and file incident reports with the Parks & Recreation Director
- Ability to keep current and accurate accounting records and submit receipts and reports daily to the City Office.
- Coordinate with the Parks and Recreation Director on purchasing materials and supplies to maintain operation of the Aquatic Center.
- Ability to report maintenance needs to the Parks and Recreation Director.
- Ability to establish and maintain positive public relations with the general public, other employees, community groups, and municipal officials.
- Ability to attend weekly staff meetings with the Parks and Recreation Director.
- Ability to prepare weekly Aquatic Center staff work schedules; verify and approve staff timesheets.
- Ability to forward Aquatic Center logs, inspection reports, and other pertinent information to the Parks and Recreation Director.
- Ability to oversee the general safety of the public and take immediate action to maintain public safety in accordance with State and City policy. Examples:
  1. Closing the Aquatic Center during adverse weather conditions.
  2. Closing the Aquatic Center if unsafe chemical balance is noted.

3. Expel any patron who is endangering the safety of other swimmers or any patron when a health problem is noted and report any action to the Parks and Recreation Director.
- Responsible for the appearance of the grounds surrounding the Aquatic Center.
  - Must be able to fulfill all job functions, skills, and abilities of the Aquatics Lifeguard.

#### **EDUCATION AND EXPERIENCE**

1. High School education or GED equivalent
2. Must have a current Certified Pool Operators (CPO) License
3. Must be certified in CPR by May 1
4. One year experience working at a public pool

#### **ESSENTIAL JOB FUNCTIONS**

- Requires an individual who works well with people.
- Must be capable of supervising staff and coordinating any internal disciplinary actions needed with the Parks and Recreation Director.
- Must be able to firmly yet courteously supervise patrons.
- Must be able to recommend the expulsion of any patron who presents a discipline problem or whose health condition may threaten the health or welfare of others.
- Responsible for daily chemical testing and balance if needed.
- Responsible for planning weekly staff trainings and compose training calendar to share with staff.
- Responds to inquiries in a timely manner.
- Must keep Admissions Office, Bath House and Aquatics Center facility clean and organized and free of trash and debris.

#### **WAGES, HOURS, AND BENEFITS**

Wages per pay scale and are compensated on an hourly basis.

Hours as needed during open Aquatic Center hours or classes between 8:00 a.m. to 10:00 p.m.

#### **LICENSE/CERTIFICATION REQUIREMENTS:**

Red Cross Lifeguard Certification required.

Certified Pool Operators License required.

First Aid/AED & CPR Certification required.

#### **PHYSICAL REQUIREMENTS:**

Ability to stand, sit, and walk some or all of shift.

Must be able to swim efficiently.

Ability to lift 50 lbs and occasionally in excess of 100 lbs.

Ability to work in all weather conditions including extreme heat and sun.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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**Aquatics Assistant Manager**

Formerly Swimming Pool Assistant Manager

**DEPARTMENT:** Parks and Recreation

**REPORTS TO:** Aquatics Manager, Parks and Recreation Director

**FSLA STATUS:** Non-Exempt, Non-Volunteer, Seasonal

**JOB SUMMARY**

The Assistant Aquatics Manager shall assist the Aquatics Manager in all phases of the Aquatic Center operation. In absence of the Aquatics Manager, the Assistant Aquatics Manager will ensure the efficient operation of the Aquatic Center, the safety of the patrons, and comply with all State Statutes and City policies. Reports to the Aquatics Manager and the Parks and Recreation Director. This seasonal position is compensated on an hourly basis.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Ability to supervise Aquatic Center employees and assist in performance reviews of Aquatic Center staff.
- Verify and file incident reports with the Parks & Recreation Director
- Ability to attend weekly staff meetings with the Parks and Recreation Director.
- Ability to establish and maintain positive public relations with the general public, other employees, community groups, and municipal officials.
- In the absence of the Aquatics Manager and with the Aquatics Manager's direction, the Assistant will fulfill all essential job functions of the Aquatics Manager, including:
  - Keep current and accurate accounting records and submit receipts and reports daily to the City Office.
  - Coordinate with the Parks and Recreation Director on purchasing materials and supplies to maintain operation of the Aquatic Center
  - Forward Aquatic Center logs, inspection reports, and other pertinent information to the Parks and Recreation Director.
  - Ability to prepare weekly Aquatic Center staff work schedules; verify and approve staff timesheets.
  - Report maintenance needs to the Parks and Recreation Director.
  - Oversee the general safety of the public and take immediate action to maintain public safety in accordance with State and City policy. Examples:
    1. Closing the Aquatic Center during adverse weather conditions.

2. Closing the Aquatic Center if unsafe chemical balance is noted.
  3. Expel any patron who is endangering the safety of other swimmers or any patron when a health problem is noted and report any action to the Parks and Recreation Director
- Ability to assist Aquatics Manager
  - Responsible for the appearance of the grounds surrounding the Aquatic Center
  - Must be able to fulfill all job functions, skills, and abilities of the Aquatics Lifeguard

#### **EDUCATION AND EXPERIENCE**

1. High School education or GED equivalent.
2. Must have a current Certified Pool Operators License.
3. Must be certified in CPR by May 1.
4. One year experience working at a public pool preferred.

#### **ESSENTIAL JOB FUNCTIONS**

- Requires an individual who works well with people.
- Must be capable of supervising staff.
- Must be able to firmly yet courteously supervise patrons.
- Must be able to recommend to the Manager the expulsion of any patron who presents a discipline problem or whose health condition may threaten the health or welfare of others.
- Responsible for daily chemical testing and balance if needed
- Must keep Admissions Office, Bath House and Aquatics Center facility clean and organized and free of trash and debris.
- Responds to inquiries in a timely manner.

#### **WAGES, HOURS, AND BENEFITS**

Wages per pay scale and are compensated on an hourly basis.

Hours as needed during open Aquatic Center hours or classes between 8:00 a.m. to 10:00 p.m.

#### **LICENSE/CERTIFICATION REQUIREMENTS:**

Red Cross Lifeguard Certification required.

Certified Pool Operators License required.

First Aid/AED & CPR Certification required.

#### **PHYSICAL REQUIREMENTS:**

Ability to stand, sit, and walk some or all of shift.

Must be able to swim efficiently.

Ability to lift 50 lbs and occasionally in excess of 100 lbs.

Ability to work in all weather conditions including extreme heat and sun.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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### **Aquatics Office Manager**

**DEPARTMENT:** Parks and Recreation

**REPORTS TO:** Aquatics Manager, Parks and Recreation Director

**FSLA STATUS:** Non-Exempt, Non-Volunteer, Seasonal

#### **JOB SUMMARY**

The Aquatics Office Manager shall lead the daily operation of the Aquatic Center admissions and concession stand. Responsible for training and supervision of Aquatics Concessions and Admissions Staff. Responsible for managing the daily cash and credit card transactions at the end of each shift. Reports to the Aquatics Manager and the Parks and Recreation Director. This seasonal position is compensated on an hourly basis.

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Ability to supervise concessions and admissions staff and report personnel incidents to Aquatics Manager.
- Assists in staff performance reviews with Aquatics Manager.
- Keep current and accurate accounting records and submit receipts and reports daily to the City Office.
- Ability to attend weekly staff meetings with the Parks and Recreation Director.
- Purchase concessions inventory to maintain operation of the concession stand and coordinate with food vendors as needed.
- Keep accurate supply and concession inventory records; submit and verify invoices presented to the City Office for payment.
- Prepare weekly concession staff work schedules; verify and approve staff timesheets.
- Report Admissions building maintenance needs to the Aquatics Manager.
- Assists in the daily monitoring of the concession stand and admissions including cash, card, and check transactions.
- Ability to balance a cash drawer at the end of the shift and report to accounting department; coordinate with accounting department on any discrepancies.
- Responsible for the appearance of the grounds surrounding the Aquatic Center as needed.
- General accounting knowledge.
- Strong attention to detail.
- Ability to work with computer software.

**EDUCATION AND EXPERIENCE**

1. High School education or GED equivalent
2. Accounting skills desired.

**ESSENTIAL JOB FUNCTIONS**

- Requires an individual who works well with people.
- Must be capable of supervising staff and coordinating any internal disciplinary actions needed with the Aquatics Manager.
- Responds to inquiries in a timely manner.
- Ability to keep inventory and recommend purchasing inventory and supplies.

**WAGES, HOURS, AND BENEFITS**

Wages per pay scale and are compensated on an hourly basis.

Hours as needed during open Aquatic Center hours or classes between 8:00 a.m. to 10:00 p.m.

**LICENSE/CERTIFICATION REQUIREMENTS:**

None required.

**PHYSICAL REQUIREMENTS:**

Ability to stand, sit, and walk some or all of shift.

Ability to lift 25 lbs and occasionally in excess of 50 lbs.

Ability to work in all weather conditions including extreme heat and sun.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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**Aquatics Lifeguard**

Formerly Swimming Pool Lifeguard

**DEPARTMENT:** Parks and Recreation

**REPORTS TO:** Aquatics Manager, Aquatics Assistant Manager

**FSLA STATUS:** Non-Exempt, Non-Volunteer, Seasonal

**JOB SUMMARY**

The lifeguard is responsible for providing a safe environment for all patrons of the Aquatic Center by keeping order and providing assistance to those in need. Reports to the Aquatics Manager. This seasonal position is compensated on an hourly basis.

**KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge and ability to provide first aid.
- Ability to recognize when a patron must discontinue swimming for a limited period of time based upon his/her judgment of the swimmer's fatigue or inappropriate conduct.
- Ability to oversee the safety of swimmers.
- Ability to lead and provide guidance for children's swimming lessons, and provide recommendation of passing course.
- Observe activities in and around the Aquatic Center area.
- Control patrons in a courteous manner but can use disciplinary measures to keep order and safety.
- Must wear his/her lifesaving equipment patch in a conspicuous place so that he/she is easily recognized.
- Ability to file incident reports with the Aquatics Manager and/or Assistant Aquatics Manager on any incident involving either disciplinary action (probation, expulsion) or first aid involving a patron.
- Ability to attend and participate in weekly trainings.

**EDUCATION AND EXPERIENCE**

1. Must be 15 years of age or older by May.
2. Must have proper documentation that he/she has passed a qualified Senior Life Saving Course.
3. Experience as a lifeguard preferred but not necessary.

**ESSENTIAL JOB FUNCTIONS**

- Requires an individual who works well with people

- Must be able to firmly yet courteously supervise patrons.
- Must be able to recommend to the Aquatics Manager and/or Aquatics Assistant Manager the expulsion of any patron who presents a discipline problem or whose health condition may threaten the health or welfare of others.
- Must wear the proper approved lifeguard uniform to each shift.
- Must keep Admissions Office, Bath House and Aquatics Center facility clean and organized and free of trash and debris.
- Must be able to participate in mid-season evaluations and accept constructive action plan from Aquatics Manager.
- Must be able to identify a distressed swimmer and act immediately.

#### **WAGES, HOURS, AND BENEFITS**

Wages per pay scale and are compensated on an hourly basis.

Hours as needed during open Aquatic Center hours or classes between 8:00 a.m. to 10:00 p.m.

#### **LICENSE/CERTIFICATION REQUIREMENTS:**

Red Cross Lifeguard Certification required.

First Aid/AED & CPR Certification required.

Certified Pool Operators License may be required.

#### **PHYSICAL REQUIREMENTS:**

Ability to stand, sit, and walk some or all of shift.

Must be able to swim efficiently.

Ability to lift 50 lbs and occasionally in excess of 100 lbs.

Ability to work in all weather conditions including extreme heat and sun.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*



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### **Aquatics Concessions and Admissions Staff Member**

**DEPARTMENT:** Parks and Recreation

**REPORTS TO:** Aquatics Concessions Manager

**FSLA STATUS:** Non-Exempt, Non-Volunteer, Seasonal

#### **JOB SUMMARY**

The Concessions/Admissions Staff shall assist in the daily operation of the Aquatic Center admissions and concession stand. Assists in balancing the cash drawer at the end of each shift. Reports to the Aquatics Concessions Manager. This seasonal position is compensated on an hourly basis.

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

*The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Greets pool patrons in a friendly, respectful manner.
- Recommend incident reports relating to the concessions and admissions to the Aquatics Manager.
- Restocks concessions inventory and recommends inventory purchases to Aquatics Concessions Manager.
- Assists in the daily monitoring of the concession stand and admissions including cash, card, and check transactions.
- Ability to balance a cash drawer at the end of the shift and report to accounting department; coordinate with Aquatics Concessions Manager on any discrepancies.
- Responsible for the appearance of the grounds surrounding the Aquatic Center as needed.
- Strong attention to detail.
- Ability to work with computer software.

#### **EDUCATION AND EXPERIENCE**

None required.

#### **ESSENTIAL JOB FUNCTIONS**

- Requires an individual who works well with people and provides excellent customer service.
- Answers phone calls, make announcements, and assists patrons to provide information.
- Must be able to participate in self-evaluations and accept constructive action plan from Aquatics Concessions Manager.
- Must keep work area and facility clean and organized and free of trash and debris including Admissions, Bath House, and Aquatics Center area.

**WAGES, HOURS, AND BENEFITS**

Wages per pay scale and are compensated on an hourly basis.

Hours as needed during open Aquatic Center hours or classes between 8:00 a.m. to 10:00 p.m.

**LICENSE/CERTIFICATION REQUIREMENTS:**

None required.

**PHYSICAL REQUIREMENTS:**

Ability to stand, sit, and walk some or all of shift.

Ability to lift 25 lbs and occasionally in excess of 50 lbs.

Ability to work in all weather conditions including extreme heat and sun.

*Note: The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this job summary. They are not intended to be constructed as an exhaustive list of all responsibilities, duties, and skills required of personnel. This job description may be changed or updated at any time without notice.*

**ORDINANCE NUMBER 24-07**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE V, CHAPTER 51, SECTION 51.09 OF THE WAVERLY MUNICIPAL CODE: WATER; RATES

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

Section 1. That Section 51.09 of the Waverly Municipal Code be amended to read as follows:

**§ 51.09 RATES.**

All water from the Municipal Water Department shall be furnished at metered rates unless otherwise provided herein. All consumers of water, except the Municipality, shall pay for water used or metered in accordance with the following schedule:

A. RATES APPLICABLE FOR EACH WATER METER WHERE WATER IS SUPPLIED TO ONE (1) OR MORE SEPARATE UNITS LOCATED WITHIN THE MUNICIPALITY:

1.	<u>Meter Size</u>	<u>Costs of Service Charge</u>	
	5/8"	<del>\$17.42</del>	\$18.64
	3/4"	<del>\$17.54</del>	\$18.77
	1"	<del>\$17.87</del>	\$19.12
	1.5"	<del>\$39.48</del>	\$42.24
	2"	<del>\$64.58</del>	\$69.10
	3"	<del>\$142.17</del>	\$152.12
	4"	<del>\$231.53</del>	\$247.74

2. ~~One Two~~ dollars and ~~ninety-two five~~ cents (~~\$1,922.05~~) shall be charged per thousand gallons of water used up to ten thousand (10,000) gallons multiplied by the number of separate units per billing month,
3. Two dollars and ~~forty-seven sixty-four~~ cents (~~\$2,4764~~) shall be charged per thousand gallons of water used from 10,001 to 20,000 gallons multiplied by the number of separate units per billing month, and
4. ~~Three dollars and nine thirty-one~~ cents (~~\$3,0931~~) shall be charged per thousand gallons of water used in excess of twenty thousand (20,000) gallons multiplied by the number of separate units per billing month.

B. RATES APPLICABLE FOR EACH WATER METER WHERE WATER IS SUPPLIED TO ONE (1) OR MORE SEPARATE UNITS LOCATED OUTSIDE THE MUNICIPALITY:

1.	<u>Meter Size</u>	<u>Costs of Service Charge</u>	
	5/8"	<del>\$34.84</del>	\$37.28
	3/4"	<del>\$35.08</del>	\$37.54
	1"	<del>\$35.74</del>	\$38.24
	1.5"	<del>\$78.96</del>	\$84.49
	2"	<del>\$129.16</del>	\$138.20
	3"	<del>\$284.34</del>	\$304.24
	4"	<del>\$463.06</del>	\$495.47

2. ~~Three Four~~ dollars and ~~eighty-four ten~~ cents (~~\$3,844.10~~) shall be charged per thousand gallons of water used up to ten thousand (10,000) gallons multiplied by the number of separate units per billing month, and

3. ~~Four Five~~ dollars and ~~ninety-four~~ ~~twenty-eight~~ cents (~~\$4.945.28~~) shall be charged per thousand gallons of water used from 10,001 to 20,000 gallons multiplied by the number of separate units per billing month, and
  4. ~~Six dollars and eighteen~~ ~~sixty-two~~ cents (~~\$6.1862~~) shall be charged per thousand gallons of water used in excess of twenty thousand (20,000) gallons multiplied by the number of separate units per billing month.
- C. RATES APPLICABLE WHERE WATER IS SUPPLIED TO RESIDENTS OR SEPARATE UNITS LOCATED WITHIN THE MUNICIPALITY FOR LOADING INTO A TRANSPORT VEHICLE OR FOR ANY OTHER PURPOSE AND THE SAME IS NOT DELIVERED TO A STRUCTURE THROUGH THE MAINS, SUPPLY PIPES, AND SERVICE PIPES WHICH CONSTITUTE THE MUNICIPAL WATER SYSTEM:
1. Fifteen dollars (\$15.00) shall be charged per calendar month, and
  2. ~~One Two~~ dollars and ~~ninety-two~~ ~~five~~ cents (~~\$1.922.05~~) shall be charged per thousand gallons of water used up to ten thousand (10,000) gallons per calendar month, and
  3. Two dollars and ~~forty-seven~~ ~~sixty-four~~ cents (~~\$2.4764~~) shall be charged per thousand gallons of water used from 10,001 to 20,000 gallons per calendar month,
  4. ~~Three dollars and nine~~ ~~thirty-one~~ cents (~~\$3.0931~~) shall be charged per thousand gallons of water used in excess of twenty thousand (20,000) gallons multiplied by the number of separate units per billing month, and
  5. A loading fee of fifteen dollars (\$15.00) shall be charged per transport vehicle or vessel loaded.
- D. RATES APPLICABLE WHERE WATER IS SUPPLIED TO NON-RESIDENTS OR SEPARATE UNITS LOCATED OUTSIDE THE MUNICIPALITY FOR LOADING INTO A TRANSPORT VEHICLE OR FOR ANY OTHER PURPOSE AND THE SAME IS NOT DELIVERED TO A STRUCTURE THROUGH THE MAINS, SUPPLY PIPES, AND SERVICE PIPES WHICH CONSTITUTE THE MUNICIPAL WATER SYSTEM:
1. Thirty dollars (\$30.00) shall be charged per calendar month, and
  2. ~~Three Four~~ dollars and ~~eighty-four~~ ~~ten~~ cents (~~\$3.844.10~~) shall be charged per thousand gallons of water used up to ten thousand (10,000) gallons per calendar month, and
  3. ~~Four Five~~ dollars and ~~ninety-four~~ ~~twenty-eight~~ cents (~~\$4.945.28~~) shall be charged per thousand gallons of water used from 10,001 to 20,000 gallons per calendar month,
  4. ~~Six dollars and eighteen~~ ~~sixty-two~~ cents (~~\$6.1862~~) shall be charged per thousand gallons of water used in excess of twenty thousand (20,000) gallons multiplied by the number of separate units per billing month, and
  5. A loading fee of thirty dollars (\$30.00) shall be charged per transport vehicle or vessel loaded.
- E. All water sold pursuant to Paragraphs C and D of this section shall be sold in accordance with the following regulations:
1. Persons purchasing water pursuant to Paragraphs C and D of this section shall be issued a receipt by the office of the Municipal Clerk, which receipt shall state:

- a. The date of purchase.
  - b. The number of gallons purchased (metered or estimated).
  - c. The dollar amount paid to the Municipality, and,
  - d. The name and address of the purchaser.
2. In the event the metering of the water purchased is not feasible, the Water Department Representative, or his or her agent, shall estimate the capacity of the vessel to be filled and state the quantity purchased as an estimated quantity on the receipt issued to the purchaser. In no event shall any adjustment whatsoever be made, based upon the accuracy of such estimate, subsequent to issuance of the receipt and payment by the purchaser.
  3. It shall be the responsibility of the purchaser to prove prior purchase of water within the same calendar month in order for rates for quantities in excess of the monthly minimum to apply. For this purpose, an original receipt signed by the clerk in the same calendar month shall be conclusive.
  4. In the event of an actual or potential water shortage, the Mayor shall have absolute authority to suspend sales of water pursuant to paragraphs C & D of this section, as to residents, non-residents, or both.
- F. It shall be the responsibility of the water consumer to maintain a water meter in good working order. When a meter is temporarily out of service, the consumer shall be charged in accordance with his, her, or its past usage for comparable months. Should a customer's meter fail to register properly, the customer shall be charged for water during the time the meter is out of repair on the basis of the monthly consumption during the same month of the preceding year. Provided that if no such basis for comparison exists, the customer shall be charged such amount as may be reasonable fixed by the Water Department.
- G. Rate changes imposed by this article shall become effective for meter readings taken during the first month of the fiscal year. *(Amended by Ord. Nos 85-05, 09/03/85; 87-08, 6/15/87; 92-12, 09/21/92; 97-02, 02/03/97; 99-23, 09/07/99; 01-04, 05/07/01; 03-06, 09/15/03; 07-09, 09/17/07; 08-13, 09/15/08; 09-08, 09/21/09; 11-18, 08/16/11; 12-18, 09-18-12; 13-06, 09/17/13; 19-07, 09/24/2019; 20-04, 08/25/20; 21-07, 08/10/21; 22-05, 08/09/22; 23-11, 09/12/23)*

Section 2. That any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

Section 3. This ordinance shall take effect and be in full force as of October 1, 2024.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
William D. Gerdes  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye

City Clerk/Deputy Treasurer

(Seal)

**ORDINANCE NUMBER 24-08**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE V, CHAPTER 52, SECTION 52.39 OF THE WAVERLY MUNICIPAL CODE: SEWERS; BASE RATES: AND SECTION 52.40 SEWERS; SURCHARGE RATES

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

Section 1. That Section 52.39 of the Waverly Municipal Code be amended to read as follows:

**§52.39 BASE RATES.**

Except for the Municipality, all customers of the Municipal Sewer department shall be charged a base rate to be set by ordinance of the Governing Body. The sewer base rates shall be as follows for:

A.	<u>Meter Size</u>	<u>Costs of Service Charge</u>	
	5/8"	<del>\$36.17</del>	\$36.89
	3/4"	<del>\$36.17</del>	\$36.89
	1"	<del>\$36.17</del>	\$36.89
	1.5"	<del>\$47.84</del>	\$48.80
	2"	<del>\$55.48</del>	\$56.59
	3"	<del>\$72.46</del>	\$73.91
	4"	<del>\$113.23</del>	\$115.49

Both multiple housing units and multiple commercial units on a single water meter for use of the waste water system shall be charged the base rate for each separate unit served by said meter.

B. Non-Resident Users

Wastewater system users located outside the corporate limits of the Municipality shall be charged double the base rates set for residents of the Municipality under the classification that the non-resident may be placed. *(Amended by Ord. No. 01-13, 9/4/01; 01-08, 7/2/01; 99-24, 9/7/99; 01-08, 07/02/01; 07-09, 09/17/07; 09-09, 09/21/09; 11-19, 08/16/11; 12-19, 12/18/12; 13-07, 08/06/13; 19-08, 09/24/19; 20-05, 8/25/20; 21-08, 08/10/21; 22-06, 08/09/22; 23-12, 08/08/23)*

**§52.40 SURCHARGE RATES.**

Except for the Municipality, all customers of the Municipal Sewer Department for the use of sewer service for volume, high pollutant, or industrial waste discharges shall be charged, in addition to other wastewater system use fees imposed by this Article, a surcharge at rates to be set by ordinance of the Governing Body. In the absence of either separate plumbing systems or flow recording equipment acceptable to the Wastewater Operator sufficient to clearly show the volume of water discharged into the wastewater system, all users shall be presumed to discharge into the wastewater system all of the water purchased from the Municipality. The sewer surcharge rates shall be as follows:

A. Residential Volume Surcharge

All residential users for volume use of the wastewater system shall be charged monthly a surcharge of three dollars and fifty ~~two~~ **nine** cents (\$3.5**29**) per one thousand (1,000) gallons of water used and discharged into the wastewater system as determined by a monthly average of water supplied by the Municipal water Department during the winter quarter, for usage during December, January and February.

If a resident or commercial user's December, January and February monthly usage of water are not available to determine an average, the monthly rate shall be calculated on the basis of a 4,000 gallon metered water bill

until the December, January and February billing statements are available or such other reasonable estimate can be made by the City.

B. Commercial Volume Surcharge

All commercial users, except industrial level commercial users, for volume use of the waste water system shall be charged monthly a surcharge of five dollars and ~~two~~ ~~twelve~~ cents (\$5.~~012~~) per one thousand (1,000) gallons of water used and discharged into the waste water system as determined by a monthly average of water supplied by the Municipal water department during a twelve (12) month period and for which billings are made by the Municipality from October through September.

C. Industrial Pollutant Surcharge

All industrial level users, who introduce into the waste water system any sewage other than “normal sewage” shall be charged monthly a surcharge of ~~six~~ ~~seven~~ dollars and ~~eighty-eight~~ ~~two~~ cents (\$~~6.887.02~~) per one thousand (1,000) gallons of water used and discharged into the wastewater system and determined by a monthly average of water supplied by the Municipal water Department during a twelve (12) month period and for which billings are made by the Municipality from October through September.

D. Industrial Level Commercial and Industrial Surcharge

All users who discharge “High Pollutant Wastes” into the waste water system shall be charged monthly a surcharge, which shall be computed in accordance with the following schedule:

1. Eighty-~~four~~ ~~six~~ cents (\$.8~~46~~) per pound of BOD, or
2. Fifty-~~one~~ cents (\$.5~~01~~) per pound of COD, whichever is greater, and
3. Forty-~~three~~ ~~four~~ cents (\$.4~~34~~) per pound of suspended solids.
4. Grease Disposal Clause – The City requires that customers with the wastewater discharges that have high concentrations of grease and oil as determined by the City will install city approved grease traps in drains. Failure to install such traps and proper disposal of grease will result in a Grease Penalty Charge of 25% of the total wastewater bill to be added to each monthly bill until traps are installed and approved by the City.

E. The surcharge imposed in Paragraph “D” of this Section shall be based on the high three (3) daily averages for each such user based upon a sampling program which includes sampling by the Municipality over four (4), four (4) day periods during each calendar year. One (1) of said sampling periods shall fall within each quarter of the calendar year but sampling dates within each quarter shall be selected at random by the Wastewater Operator.

F. The surcharge applicable to any “slug” which is introduced into the wastewater system shall be computed at four (4) times the rates specified in paragraph “D” of this Section, provided, however that the surcharge applicable to any “slug” which is introduced into the wastewater system shall be computed at two (2) times the rates specified in paragraph “D” of this Section, if the user shall:

1. Provide the Municipality an opportunity to sample the “slug” no less than twenty-four (24) hours prior to its introduction into the wastewater system, and
2. Provide the Municipality with a written “slug” discharge request no less than twenty-four (24) hours prior to its introduction into the wastewater system, and
  - a. A brief statement, acceptable to the wastewater Operator, as to the composition of the

“slug”, and

- b. A statement as to the time and rate at which the “slug” will be introduced into the wastewater system,
  - c. In every case, actual laboratory fees shall be assessed to the user to reimburse the Municipality for the cost of handling the laboratory tests for each individual “slug” tested at the request of any user.
- G. Users who have not installed a control manhole and flow recorder, if required under this Article, and a sampling station, on or before the effective date of this Article, shall be assessed a surcharge based on the best estimate of the Wastewater Operator derived from samples taken from the nearest available manhole and estimates of flow.
- H. It shall be the duty of each user to install a suitable control manhole, flow recorder, and all other equipment required under this Article within thirty (30) days of the effective date of this Article.
- I. The laboratory analysis required in order to evaluate the samples taken in order to determine the surcharges imposed by this Section shall be performed by the Municipality at no charge whenever possible, but where the Municipality lacks the necessary equipment, users shall pay the cost of all testing which must be done by independent laboratories.
- J. The Wastewater Operator, or any law enforcement officer, for the purpose of enforcing this Article, or abating any nuisance existing hereunder, may enter private premises.
- K. Wastewater system users located outside the corporate limits of the Municipality shall be charged double the surcharge rates set for residents of the Municipality under the classification that the non-residents may be placed. *(Amended by Ord. Nos. 85-6, 09/03/85; 87-09, 07/20/87; 92-13, 09/21/92; 97-01, 02/03/97; 99-24, 09/07/99; 01-08, 07/02/01; 07-09, 09/17/07; 09-09, 09/21/09; 10-10, 08/16/10; 11-19, 08/16/11; 12-19, 09/18/12; 13-07, 09/17/13; 19-08, 09/24/19; 19-16, 11/12/19; 20-05, 08/25/20; 21-08, 08/10/21; 22-06, 08/09/22; 23-12, 08/08/23)*

**Section 2.** That any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

**Section 3.** This ordinance shall take effect and be in full force as of October 1, 2024.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
William D. Gerdes  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye  
City Clerk/Deputy Treasurer

(Seal)

**ORDINANCE NO. 24-09**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 91 OF THE WAVERLY MUNICIPAL CODE RELATING TO FIRE REGULATIONS; FIREWORKS; PERMISSIBLE; RETAIL SALE, LICENSE REQUIRED, FEE

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

**Section 1.** That Section 91.72 contained within Chapter 91 of the Waverly Municipal Code be amended to read as follows:

**§ 91.72 PERMISSIBLE; RETAIL SALE, LICENSE REQUIRED, FEE.**

It shall be unlawful for any person to sell, hold for sale, or offer for sale at retail, any permissible fireworks in the City unless such person has first obtained a license from the City as a retailer.

Any person desiring to sell, or offer for sale, any permissible fireworks as a retailer shall make application to the City for a license authorizing the same. Applications shall be for proposed sales for the current calendar year only and shall be submitted to the City on or between March 1 and March 30 of the year in which the license is sought. Such application shall include the following information and such additional information as the City shall deem necessary:

1. The name, residence, and address of the applicant.
2. The location of the premises for which the license is sought.
3. When the license is sought in a permanent building, the applicant shall provide an accurate drawing or plan showing the location of the sales display within the building, together with aisles, exits, etc.
4. When the license is sought in a temporary structure or facility, the applicant shall provide a legal description of the premises.
5. A copy of the applicant's valid License for Sale of Fireworks issued by the Nebraska State Fire Marshall.

After consideration of the information contained in the application for license, the Administrator/Clerk/Treasurer may issue a permit after March 30<sup>th</sup> upon payment by the applicant of a fee of ~~one thousand dollars (\$1,000.00)~~ **two thousand dollars (\$2,000.00)**. Any license issued under the provisions of this Section shall be valid only for the period of June twenty-fifth (25<sup>th</sup>) through and including July fourth (4<sup>th</sup>) and December twenty-ninth (29<sup>th</sup>) through and including December thirty-first (31<sup>st</sup>) of the year in which issued.

Factors that may be considered by the City in deciding whether to issue a license include, but are not limited to:

- A. Presence or absence of any past violations of applicant;
- B. Experience and expertise of applicant;
- C. Safety record of applicant; and

D. Whether applicant is a civic organization committed to the betterment of the City.

The funds received under the provisions of this Section shall be deposited in the General Fund of the City. ~~One-half~~ **The City will retain \$500** of the funds collected, **and the remainder** may be provided for the July 4<sup>th</sup> community fireworks display. (*Amended by Ord. No. 98-19, 19/7/98, 02-08, 3/4/02; 09-14, 12/7/09; 10-13, 9/7/10*)

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

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
William D. Gerdes  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye  
City Clerk/Deputy Treasurer

(Seal)

**RESOLUTIONS**

***To Authorize Membership in the League Insurance Government Health Team (LIGHT)***

WHEREAS, the Municipality desires to enter into the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”) attached hereto.

RESOLVED, that the Municipality approves and enters into the Interlocal Agreement and authorizes the Clerk of the Municipality to execute the Interlocal Agreement.

RESOLVED FURTHER, that the Municipality approves the attached League Insurance Government Health Team Membership Agreement (the “Membership Agreement”) and authorizes the Clerk of the Municipality to execute the Membership Agreement.

RESOLVED FURTHER, that the Municipality authorizes and directs the Clerk of the Municipality to execute such documents and take such action as may be necessary and appropriate to effectuate the Municipality’s membership in LIGHT and to obtain coverage for Municipal employees through the LIGHT Member Health Plan.

Passed and approved this 24th day of September, 2024.

Signature: \_\_\_\_\_

Title: Mayor

Name of Municipality: City of Waverly

Date: \_\_\_\_\_

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM  
INTERLOCAL AGREEMENT**

This Interlocal Agreement (the “Agreement”) is made and entered into by and among the undersigned municipalities of the State of Nebraska (each a “Member”) for formation of, and participation in, the League Insurance Government Health Team (“LIGHT”) and the LIGHT Member Health Plan (the “Plan”). Membership in the League Insurance Government Health Team shall make health insurance coverage available for the Members’ eligible employees and dependents who participate in the Plan. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., (“ICA”) permits two or more public agencies to make and execute an agreement providing for joint and cooperative actions;

WHEREAS, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. §§ 44-4301 et seq. (“IRMA”) permits two or more public agencies to make and execute an agreement providing joint and cooperative action to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member’s employees and officers;

WHEREAS, the Members have determined the need to join together to provide for group health insurance for the Members’ employees and their dependents;

WHEREAS, the Members have determined it is in the best interests of the Members’ employees to establish a group health plan in order to provide affordable health insurance to Members’ employees and their dependents; and

WHEREAS, the Members desire to make and to execute an agreement providing for joint and cooperative action for the purpose of providing health insurance coverage for Members’ employees and their dependents.

NOW THEREFORE, in consideration of the foregoing and the respective mutual promises contained herein, the undersigned parties agree as follows:

1. Definitions.

1.1. “**Administrator**” shall mean an individual, partnership, corporation, or unincorporated association engaged by the League Insurance Government Health Team for the purposes of carrying out the policies established by the League Insurance Government Health Team Board and to provide day-to-day management of the League Insurance Government Health Team. The League of Nebraska Municipalities shall be the Administrator of the Plan.

1.2. “**Board**” shall mean the Board of Directors of the League Insurance Government Health Team.

1.3. “**Bylaws**” shall mean the bylaws established and approved under this agreement governing the operation of the League Insurance Government Health Team.

1.4. “**Dental insurance**” shall mean a contractual arrangement to provide specified dental services, in consideration of a specified payment for an interval of time, regardless of whether the payment is made by the beneficiaries individually or by a third person for them, in such a manner that the total cost of such services is to be spread directly or indirectly among a group of persons.

1.5. “**Director**” shall mean the State of Nebraska Director of Insurance.

1.6. **“Health insurance”** shall mean any hospital, surgical, or medical expense-incurred policy or health maintenance organization contract. Health insurance does not include (a) accident-only, disability income, hospital confinement indemnity, dental, or credit insurance, (b) coverage issued as a supplement to liability insurance, (c) medicare or insurance provided as a supplement to medicare, (d) insurance arising from workers’ compensation provisions, (e) automobile medical payment insurance, (f) any other specific limited coverage, or (g) insurance under which benefits are payable with or without regard to fault and which is statutorily required to be contained in any liability insurance policy.

1.7. **“League”** shall mean the League of Nebraska Municipalities.

1.8. **“League Insurance Government Health Team”** or **“LIGHT”** shall mean the entity established and operated under this Agreement.

1.9. **“Member”** shall mean a Municipality (a) whose application for membership in the League Insurance Government Health Team has been approved by the League, and (b) that has lawfully entered into this Agreement and into the League Insurance Government Health Team membership agreement.

1.10. **“Municipality”** shall mean any city or village in the State of Nebraska that is a dues-paying member in good standing with the League.

1.11. **“Public agency”** shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.

1.12. **“Risk management pool”** shall mean an association formed by two or more public agencies by an agreement, pursuant to IRMA if applicable, providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by state or federal law.

1.13. **“Standard insurance”** shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.

2. Establishment of LIGHT. All Members who execute this Agreement hereby, pursuant to the applicable provisions of ICA, jointly and cooperatively establish the League Insurance Government Health Team as a separate entity, with all the rights, powers and privileges vested in and conferred such entity as set out in this Agreement and under the laws of the State of Nebraska. The League Insurance Government Health Team will provide health insurance coverage for its membership’s employees and their dependents in the form of standard insurance. The membership of the League Insurance Government Health Team consists of those Municipalities which have entered into this Agreement. The League Insurance Government Health Team shall have perpetual duration unless or until terminated or dissolved pursuant to the terms of this Agreement or its Bylaws, or in accordance with IRMA (as applicable) or ICA, or as otherwise required by law.

3. Purpose and Duration. The purpose of this Agreement is to establish and to operate a group health insurance plan through a standard insurance policy for the benefit of Members’ employees and their dependents. This Agreement shall be for an unlimited duration until formally terminated as provided herein.

4. Powers. In order to carry out this purpose, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a joint entity under ICA, constituting a separate public body politic under the laws of the State of Nebraska, exercising public powers and acting on behalf of the public agencies which are parties to this Agreement as set out by law.

If applicable, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to IRMA, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. The League Insurance Government Health Team shall specifically have the power to sue and be sued, make contracts and other instruments necessary or convenient to the exercise of its powers, hold and dispose of real and personal property, borrow money, contract debt, and pledge any assets in the name of the League Insurance Government Health Team.

5. Financial Plan. The League Insurance Government Health Team shall sponsor a fully-insured group health insurance plan through a standard insurance policy that provides coverage to Members' employees and the employees' dependents. The Board, on behalf of the League Insurance Government Health Team and its constituent Members, shall enter into a contract, or renew an existing contract, with a company licensed to transact insurance business in the State of Nebraska on an annual basis for health insurance. Each Member will be required to complete a subgroup application in order to participate in a League Insurance Government Health Team-sponsored plan. Each Member shall make payment of premiums and any fees for Plan coverage and/or any other fees approved by the Board to fund the operation of the League Insurance Government Health Team, pursuant to the terms and conditions of the (a) LIGHT membership agreement and (b) subgroup application, master group application, and/or master group contract or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan. The League Insurance Government Health Team shall ensure that the Plan receives documentation from the insurance company setting forth the types of coverage to be offered and applicable deductible levels. The Board will review annually the necessity of maintaining cash reserves, additional standard insurance, or excess insurance, taking into account the fully-insured nature of League Insurance Government Health Team-sponsored plan.

6. Plan of Management.

6.1. Board of Directors. The governing authority of the League Insurance Government Health Team shall be a Board of Directors consisting of a minimum of five and maximum of fifteen elected or appointed officials of Members. In addition, the Board shall include the Executive Director of the League as an ex-officio, non-voting member. The initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. The number and tenure of directors of the Board shall be as provided in the Bylaws; provided that, in no event shall the number of directors of the Board be less than the requisite number of directors needed to transact the business of the League Insurance Government Health Team.

6.2. Board of Directors Duties.

(a) The Board shall be responsible for entering into negotiations and negotiating with one or more insurance companies for the provision of health insurance coverage on behalf of the Members. The Board shall be responsible for entering into one or more agreements with insurance companies for the provision of health coverage.

(b) The Board shall be responsible for managing the property, business, and affairs of any League Insurance Government Health Team-sponsored plans, including the establishment and maintenance of a budget.

(c) The Board shall take all necessary precautions to safeguard the assets of the League Insurance Government Health Team and exercise fiduciary duties concerning those assets and the overall operations of the League Insurance Government Health Team.

(d) The Board shall make and enter into any and all contracts, leases, and agreements necessary or desirable for the administration and management services to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation.

(e) The Board shall establish the duties and responsibilities of the Administrator and any delegation of its duties to the Administrator.

(f) The Board shall select and contract, either directly or indirectly, with service providers, including but not limited to insurance brokerage firm(s), accounting firm(s), legal counsel, consultants, and other qualified service providers or advisors as deemed necessary by the Board to carry out the intent and purposes of the League Insurance Government Health Team.

(g) The Board may adopt bylaws pertaining to the exercise of its purpose and powers (the "Bylaws"). The Board may, from time to time, revise the Bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of the League Insurance Government Health Team, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provisions of the Bylaws, policies, rules or procedures shall be inconsistent with this Agreement, the ICA, or, if applicable, IRMA.

(h) The Board may exercise such other powers as are necessary for the proper operation of the League Insurance Government Health Team to carry out the terms of this Agreement and to comply with ICA, IRMA (if applicable), rules and regulations adopted under either ICA or IRMA (if applicable), and any other applicable State or Federal laws, rules or regulations, and the League Insurance Government Health Team Bylaws.

### 6.3. Membership Procedures.

(a) Application. A Municipality may apply to become a Member of the League Insurance Government Health Team by completing and submitting a League Insurance Government Health Team membership agreement. The applicant must also provide all information required by the insurance company providing the policy for health insurance coverage at the time of application, including any required subgroup application. If the applicant (i) meets the eligibility requirements as set out in the League Insurance Government Health Team membership agreement, (ii) enters into this Agreement and the League Insurance Government Health Team membership agreement by resolution passed by its governing body, and (iii) provides all documentation and forms to the insurance company providing the policy for health insurance coverage at the time of application, the applicant will become a Member upon the League's approval of the Municipality's eligibility as set out in the League Insurance Government Health Team membership agreement and upon the execution of this Agreement by the Board.

(b) Voluntary Termination. A Member may voluntarily terminate its participation in the League Insurance Government Health Team by written notice of termination given to the League Insurance Government Health Team prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination. Members seeking to voluntarily terminate participation shall comply with all notice requirements contained in IRMA, if applicable.

(c) Involuntary Termination. A Member may be involuntarily terminated as a Member of the League Insurance Government Health Team if, after due notice and hearing, the Board (or relevant regulatory authority) determines that: (i) the Member has failed to pay any contribution or assessment to the League Insurance Government Health Team; (ii) the Member has failed to discharge any other obligation it owes to the League Insurance Government Health Team; or (iii) the Member has failed to comply with the laws of the state, rules of the Department of Insurance, or bylaws of the League Insurance Government Health Team.

(d) Effect of Termination. A former Member shall remain liable for any costs and obligations

incurred by the League Insurance Government Health Team while the Municipality was a Member, and for any contractual obligation the Municipality has entered into with the League Insurance Government Health Team on or before the date of termination. A former Member who has terminated participation in the League Insurance Government Health Team, or whose participation is involuntarily terminated pursuant to this Section 6.3, may apply for participation in the League Insurance Government Health Team after the lapse of 24 months following the date of cancellation.

6.4. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area, as applicable. Each Member must make payment of its premiums and any fees for the League Insurance Government Health Team-sponsored coverage pursuant to the terms and conditions of the (a) LIGHT membership agreement, and (b) subgroup application, master group application, master group contract, or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan.

6.5. Claim Payment. All claims shall be paid pursuant to the standard insurance policy issued by a company licensed to transact insurance business in the State of Nebraska for health insurance and in accordance with any master group application, master group contract, and/or other relevant documentation issued by the insurance company providing the policy for health insurance coverage for the Plan and entered into by the League Insurance Government Health Team for the benefit of its membership.

6.6. No Private Benefit. No part of the net earnings or assets of the League Insurance Government Health Team shall inure to the benefit of any private person.

6.7. Distribution of Surplus at Dissolution. At the dissolution of the League Insurance Government Health Team's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of the League Insurance Government Health Team shall vest in and be distributed among the Members. Such distribution shall be allocated among Members in proportion to the contributions made by each Member.

6.8. Loss Control Program. To the extent applicable and necessary, the Board shall approve a system or program of controlling Member losses.

7. Dissolution. The League Insurance Government Health Team shall only be dissolved at such time as (a) the Board determines that the number of Members is too small to continue to provide coverage, (b) the Board is unable to secure a policy of insurance on behalf of the Members, or (c) in the event the League's Executive Board withdraws its support. The Board shall be responsible for all actions necessary to dissolve the League Insurance Government Health Team, in compliance with and as required by law. Upon the occurrence of an event of dissolution, to the extent required by law, the Board shall place the matter before the Members for a vote.

8. Banking Relationships. The League Insurance Government Health Team shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that the League Insurance Government Health Team is managed in a conservative and prudent manner.

9. Member Examinations and Audits. The League Insurance Government Health Team may examine and audit a Member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such Member is no longer a Member of the League Insurance Government Health Team, insofar as the records may relate to the subject matter of this Agreement.

10. Place of Business. The principal place of business for the League Insurance Government Health Team shall be 1335 L Street, Lincoln, Nebraska 68508 or at such other place as determined by the Administrator. Notice provided via United States Postal Service by a member to the League Insurance Government Health Team at this address shall be considered proper notice to the League Insurance Government Health Team and all participating

members of the League Insurance Government Health Team. The Administrator may employ necessary staff for the positions authorized by the Board; the Administrator also may purchase, lease, or rent real or personal property with the approval of the Board in order to carry out the business and purpose of the League Insurance Government Health Team.

11. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

12. Fiscal Year. For the initial year in which the League Insurance Government Health Team is formed, the fiscal year shall begin on July 1, 2022 and end on September 30, 2022. Thereafter, the League Insurance Government Health Team's fiscal year shall begin on October 1 of each year and end on September 30 of the following year, unless determined otherwise by the Board.

13. Liability. No Member in the League Insurance Government Health Team shall, by reason of this Agreement, have any liability for claims brought by third parties against any other Member. The liability for any claim against a Member shall remain the sole and exclusive liability of the Member.

14. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events: (a) the League Insurance Government Health Team has dissolved pursuant to Section 7; (b) all amounts owed by the Members have been paid in full; and (c) all amounts owed for claims and other expenses have been paid in full.

15. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

**MEMBER MUNICIPALITY**

Signature: \_\_\_\_\_

Title: Mayor

Name of Municipality: City of Waverly

Date: \_\_\_\_\_

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM**

Signature: \_\_\_\_\_  
Chairperson, League Insurance Government Health Team

Date: \_\_\_\_\_

## **LEAGUE INSURANCE GOVERNMENT HEALTH TEAM MEMBERSHIP AGREEMENT**

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and \_\_\_\_\_ City of Waverly \_\_\_\_\_ (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, 2024, or other date, as applicable. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

requirement;<sup>1</sup> or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan; and

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental, or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

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<sup>1</sup> The "actively at work" requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2024, or other date, as applicable, and continuing thereafter until June 30, 2025 (the “Initial Term”). This Agreement shall renew automatically for subsequent one year terms (the “Renewal Term(s)”) unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the “Term” or the “Terms.”

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT’s Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or Bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member’s performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT’s officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to or that occur as a result of the Member’s failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. In the event there are member fees, the Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT’s Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit “A” attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources,

said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

**Employer Member**

**League Insurance Government Health Team**

City of Waverly  
\_\_\_\_\_  
Name of Employer

By: \_\_\_\_\_  
Signature

William D. Gerdes, Mayor  
\_\_\_\_\_  
Print Name and Title

09-24-24  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

EXHIBIT "A"  
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2024, will be one dollar and 50 cents (\$1.50) per month for each employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.

## LOTTERY OPERATOR AGREEMENT

THIS AGREEMENT, is made and entered into effective October 1, 2024~~1~~ (“Effective Date”), by and between FOUR SONS, INC., a Nebraska Corporation (hereinafter referred to as “Operator”) and the CITY OF WAVERLY, located in the County of Lancaster and the State of Nebraska, a Municipal Corporation (hereinafter referred to as “the City”).

WHEREAS, a majority of the vote by the registered voters of the City were cast in favor of authorizing the establishment of a municipal lottery;

WHEREAS, an ordinance was passed authorizing the establishment and operation of a lottery by the governing body pursuant to contract with an independent agent;

WHEREAS, Operator has operated the City’s lottery on an exclusive basis pursuant to a contract by and between the City and Operator;

WHEREAS, the existing contract will terminate pursuant to its own terms on September 30, 2024~~1~~;

WHEREAS, Operator and the City wish to enter into a new Agreement which completely supersedes the existing contract and all prior agreements between the parties on the issues set forth herein and whereby the City will continue to grant to Operator the exclusive right to operate for the City a lottery, and/or any new forms of gambling authorized by the State of Nebraska within the City of Waverly, Nebraska as set forth herein;

WHEREAS, Operator and the City wish to delineate the Operator’s and the City’s obligations with respect to the operation of the lottery; and

WHEREAS, Operator and the City are desirous of making this Agreement effective as of the Effective Date, and governing the rights and obligations of the parties through September 30, 2027~~4~~.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### 1. DEFINITIONS

a. Gross Proceeds. “Gross Proceeds” shall mean the total aggregate receipts received from the conduct of the lottery without any reduction for prizes, discounts, taxes or expenses and shall include receipts from admission costs, any consideration necessary for participation, and the value of any free tickets, games or plays used; but shall not include any amounts received from the sale of concessions or any other legitimate business operations as authorized herein.

b. Expenses. "Expenses" shall mean:

- (1) all costs associated with the purchasing, printing, or manufacturing of any items to be used or distributed in the lottery;
- (2) all office or clerical expenses in connection with the lottery;
- (3) all promotional expenses for the lottery;
- (4) all salaries of persons employed to operate, conduct, or supervise the lottery;
- (5) any rental or lease expense related to the lottery;
- (6) any fee or commission paid to any person associated with the lottery;
- (7) license fees paid to the Nebraska Department of Revenue (the "Department"); and
- (8) any other costs associated with the conduct of the lottery, but shall not include any taxes paid pursuant to NEB. REV. STAT. § 9-648 or prizes awarded to participants.

c. Keno Lottery or Keno-Type Lottery. "Keno Lottery" or "Keno-Type Lottery" shall mean any lottery as permitted by NEB. REV. STAT. § 9-607(1)(c)(ii).

d. Lottery Auditor. "Lottery Auditor" shall mean the duly appointed representative of the City as provided for in § 12-101 of the Waverly Municipal Code. The cost of such auditor shall be borne equally between the Operator and the City.

e. Others. For the purposes of this Agreement and except for those definitions expressly set forth herein, unless the context otherwise requires, the definitions found in the Nebraska County and City Lottery Act NEB. REV. STAT. §§ 9-601 et seq. (the "NCCL Act"), and any rules and regulation promulgated thereunder shall be used.

## 2. RIGHT AND DUTIES OF OPERATOR.

a. The City hereby grants to the Operator and the Operator hereby accepts the exclusive right to operate for and on behalf of the City of Waverly a Keno-type Lottery within the corporate limits of the City through September 30, 2027<sup>4</sup>. In operating a Keno-type Lottery, the Operator acknowledges and agrees that it is acting in the capacity of an independent contractor only. The right to operate the Keno Lottery shall not be assigned or transferred in whole or in part without the prior written approval of the City. The term of this Agreement shall not automatically renew or be extended without the written agreement of both parties.

b. The Operator agrees to strictly comply with and conform to the requirements, provisions, and conditions of the NCCL Act and all other federal, state, and local laws and administrative rules and regulations promulgated by the Department.

c. The Operator agrees to continue the Keno-type Lottery game or games in operation as of the Effective Date throughout the term of the Agreement. The Operator shall not permit any participation in the Keno Lottery in exchange for any consideration without actual possession of the required lottery operator's license from the State of Nebraska.

d. The Operator currently holds a valid operator's license issued by the Department. The Operator shall maintain a valid operator's license, as required by NEB. REV. STAT. § 9-630, at all times during the term of this Agreement.

e. The Operator shall provide the expertise, equipment, services, supplies, employees, locations, and financing necessary to operate the Keno-type Lottery on behalf of the City. Each outside ticket used in the Keno-type Lottery shall have the City's name printed clearly thereon, and shall bear numbers, which numbers shall be in sequence. No such ticket shall be sold unless the name of the City and number are printed thereon.

3. TERM. The term of said exclusive right to operate the Lottery shall be three (3) years from the Effective Date and shall terminate at 12:00 midnight on September 30, 2027<sup>4</sup>, unless terminated earlier as set forth herein.

a. If the Lottery is discontinued by an election held pursuant to Neb. Rev. Stat. §§ 9-626-627 or a change in state and/or federal law, this Agreement shall be deemed canceled and all parties shall be released from any and all further rights or obligations.

b. In the event of the enactment of legislation that: (a) increases the state lottery tax; and/or (b) increases the maximum allowable percentage of the gross proceeds that may be retained by the Contractor for the payment of expenses, the Parties shall meet and negotiate in good faith for a period of not moreless than sixty (60) days to address any provision of this Agreement materially impacted by the enactment of such legislation and, in the event the Parties are unable to reach agreement, this Agreement shall automatically terminate on the next September 30 to occur after the expiration of the sixty (60) day negotiation period and no further action shall be required by either Party to effectuate this termination.

#### 4. LOCATION.

a. The Operator agrees to operate a Keno-type Lottery from one main or primary location within the corporate limits of the City, but may, with prior approval of the City Council, simultaneously conduct the same Keno Lottery game at satellite locations as permitted by state law. Such main location shall be the headquarters for all of the Keno Lottery operations and shall be the location at which winning numbers are selected. A complete description of the main location is attached hereto, marked as Exhibit A, and is incorporated herein by this reference. The main location and any satellite locations will be located within either commercial or industrial zoned districts. In no event shall the Keno Lottery be operated from a premise located within a residentially zoned district within the City.

b. The Operator may not change the main location or establish additional satellite locations without the prior approval of the City. Any move to a new main location must be accomplished in such a fashion as to cause not more than ten (10) days delay or interruption in the conduct of the Keno Lottery operation. Proposals for additional satellite locations shall be subject to all provisions of this Agreement; except the required background information need not be submitted. No additions or structural alterations to any main location shall be erected without prior approval of the City.

c. The Operator may sell concessions, including alcoholic liquor, and conduct other lawful business operations on the premises of the main location; provided that the Operator shall comply with all applicable federal, state, and local law in selling such concessions and conducting such other lawful business operations. All proceeds, expenses, and liabilities resulting from the sale of concessions shall be the property and sole responsibility of the Operator and the Operator shall maintain separate records and bank accounts for all concessions which shall not be commingled with any funds or proceeds received in the conduct of the Keno Lottery; provided, however, that nothing herein shall limit the auditing, examining, or reporting requirements provided for in this Agreement with respect to concessions sales or lottery proceeds.

d. It is understood and agreed by the Operator that the City, in approving this Agreement, is making no guarantees or assurances that the Operator shall be awarded or granted a renewal of its liquor license to allow for the sale of alcoholic beverages at the main location. Any retail liquor license application shall be reviewed and considered like any other retail liquor license application and the Operator must meet the requirements of and comply with the provisions contained in the Nebraska Liquor Control Act, NEB. REV. STAT. §§ 53-101 et seq.

e. The Operator may operate any number of satellite locations subject to the approval of the City. Each satellite location must meet the following qualification standards:

(1) The Operator and the satellite owner must have a written agreement governing Keno Lottery operations at the satellite location. Such agreement shall prohibit any satellite owner from violating any law, rule or regulation governing the Keno Lottery operation. Such agreement shall be submitted to the City for review and approval prior to its becoming effective;

(2) The satellite location shall have seating capacity and available parking sufficient to accommodate members of the general public who may wish to come to the location to observe or play Keno Lottery or to engage in any other activity conducted on the premises;

(3) The satellite location shall have sufficient facilities to permit the Operator to sell keno tickets;

(4) The satellite location shall have a board or other monitor, clearly visible to the players, on which the winning numbers are displayed simultaneously with their display at the main location;

(5) The satellite location shall have proper security for the Keno Lottery operations and associated activities;

(6) All persons with any direct or indirect ownership in the location must be of good character and financially responsible; and

(7) Each satellite location shall possess the capability of issuing keno tickets, communicating ticket transaction information to the main location, and displaying and reviewing winning numbers through dedicated on-line technology.

f. The Operator shall be responsible for the operation of the Keno Lottery at each location in strict compliance with this agreement and all laws, rules and regulations governing Keno Lottery operations. The Operator shall notify the City of any violation occurring at a satellite location, and shall take all necessary action to correct any violation occurring at the satellite location within twenty-four (24) hours of the time the Operator knows or should have known of the violation, including termination of all Keno Lottery operations at the satellite location if necessary.

5. HOURS OF OPERATION. During the term of this Agreement, the Keno Lottery shall be conducted a minimum of three days per week for not less than four hours per day. The Keno Lottery shall not commence operations prior to 9:00 A.M. nor be operated later than 2:00 A.M. provided, however, on Sunday the Keno Lottery shall not be conducted prior to 12:00 noon.

#### 6. APPROVAL OF EQUIPMENT AND SECURITY.

a. Prior to commencing operation, the Operator shall submit for inspection, testing, and approval all lottery equipment proposed to be used in the Keno Lottery operation. Said inspections and/or tests shall be conducted by the City or its designate(s), including but not limited to, the Department, Federal Bureau of Investigation (FBI), other governmental or law enforcement agencies, or independent testing or auditing firms. Any such inspection may be in addition to any required by state law. Inspections or tests may also be conducted at any time during the course of this Agreement by the City or its designate(s) without prior notice. The City retains the right to reject any lottery equipment not meeting its approval. In the event of rejection, the Operator shall immediately discontinue use of such lottery equipment and provide sufficient lottery equipment to perform its duties under this Agreement.

b. The Operator shall be required to install and maintain security devices and measures to ensure the integrity, honesty, and fairness of Keno Lottery operation. Such security system is subject to the approval of the City, which approval shall not be unreasonably withheld. The security system is subject to inspection and testing at any time without prior notice in the same manner described in Section 6(a) above.

c. One (1) copy of the detailed plans, drawings, and specifications of the security system, outlining in specific detail the system and devices to be used shall be kept on file, in a

secured place, in the office of the City Office, with the concurrence of the Operator, to have access to the same for the purpose of ensuring compliance with this Agreement, and in particular Section 6(b) above. Any such material shall not be construed to be a public record. The Operator shall keep this information continually current.

7. ALLOCATION OF PROCEEDS.

a. Pursuant to NEB. REV. STAT. § 9-629, in no event shall less than sixty-five percent (65%) of the Gross Proceeds of the Keno Lottery be used for the awarding of prizes. The Operator may, in its discretion, adjust upward from sixty-five percent (65%) the amount of Gross Proceeds used for awarding prizes; provided, that the Operator provide the City written notice within twenty-four (24) hours prior to any change in the prize pay tables. All unclaimed lottery prizes are the property of the City whose behalf the lottery is conducted.

b. The City shall be entitled to a minimum of seven percent (7%) of the total (as defined by the 35K reporting requirements) annual Gross Proceeds of the Keno Lottery and a maximum of twenty-three percent (23%) of the total annual Gross Proceeds from the Keno Lottery. The City's annual minimum shall be reconciled on or by the last business day of the City's fiscal year. The determination of the exact amount is a direct factor of the prize award of games played each month. The amount which the City shall be paid shall be as follows:

<u>Prize Payout Percentage</u>	<u>City of Waverly Percentage of Gross Receipts</u>
65%	23%
66%	22%
67%	21%
68%	20%
69%	19%
70%	18%
71%	17%
72%	16%
73%	15%
74%	14%
75%	13%
76%	12%
77%	11%
78%	10%
79%	9%
80%	8%
81%	7%

Notwithstanding anything in the Agreement to the contrary, Operator shall complete a tentative reconciliation of the amount the City is entitled to receive pursuant to the annual minimum of seven percent (7%) no later than September ~~October~~-15 of each calendar year.

c. The Operator shall be paid an amount not to exceed twelve percent (12%) of the total Gross Proceeds from the Keno Lottery, and shall, from the twelve percent (12%) be solely responsible for any and all necessary Expenses, provided, however, the City and not the Operator shall be responsible for the payment of any state lottery tax imposed upon the City pursuant to NEB. REV. STAT. § 9-648, which presently is at two percent (2%) of Gross Proceeds. The Operator agrees to indemnify and hold the City harmless of and from any and all liability for or in any fashion related to the Expenses.

d. All of the foregoing percentages, both minimum and otherwise, shall be subject to any law regulating the same which might be passed in the future by the State of Nebraska.

#### 8. PAYMENT OF PROCEEDS.

a. The payment to the City of its share of Gross Proceeds shall be made no later than fifteen (15) days following the last day of the Keno Lottery operations for each month and shall be accompanied by the monthly financial report as provided for in Section 9 of this Agreement. Interest shall accrue on all payments due the City, at the judgment interest rate established by state law, from the day of each month such payment is due until paid. The date of mailing of said remittance shall be deemed the date of payment thereof.

b. The parties agree the City shall have the right to conduct or cause to be conducted additional audits of the Operator's books and records. In the event the auditor determines that the City has received less the annual minimum of seven percent (7%) of annual Gross Proceeds, Operator shall pay to the City any such deficiency within thirty (30) days after written notice of the same has been provided to the Operator by the City.

#### 9. BOOK AND RECORDS.

a. The Operator agrees to maintain or cause to be maintained a complete and accurate set of books and records of all operations associated with the operation of the Keno Lottery, including but not limited to all costs and proceeds associated with the Keno Lottery and concession sales. All books and records must be sufficient to comply with the provisions of the NCCL Act, and the rules and regulations promulgated thereunder. The Operator shall submit to the City monthly financial reports for the operations no later than fifteen (15) days following the last day of each month of operation. Monthly reports shall contain all information necessary to complete any report required by law, rules, regulations, including information related to proceeds, expenses, taxes, fees, maintenance, and commissions for the month reported.

b. The City shall have the absolute right to review any and all books and records of the Keno Lottery and related operations at any time with or without notice. On an annual

basis, coinciding with the fiscal year of the City, keno compliance procedures prescribed by the Nebraska Department of Revenue must be conducted by the City or by a person which has contracted with the City. A report outlining the findings from the performance of the compliance procedures must be submitted to the Nebraska Department of Revenue within 90 days of the end of the fiscal year of the City.

c. The Operator shall be responsible for all federal, state and local taxes, licensing, and reporting requirements for itself, the City, and lottery winners as provided or permitted by law; except that the City shall be responsible for payment of the two percent (2%) lottery tax imposed upon it pursuant to NEB. REV. STAT. § 9-648. The Operator shall register with the Internal Revenue Service pursuant to § 4412 of the Internal Revenue Code, and pay the required occupation tax, unless the Keno Lottery operation conducted by the Operator is not subject to the federal excise tax on wagering imposed under §§ 4401 *et seq.* of the Internal Revenue Code of 1954. The Operator shall submit to the City a copy of all reports of any kind filed with the Department or the Internal Revenue Service within ten (10) days of such filing.

d. All Gross Proceeds of the Keno Lottery, except payment of cash prizes as authorized herein, shall be deposited in a separate bank account maintained at a bank of the City's choosing. All expenses and prizes, except cash prize payouts of One Thousand Dollars (\$1,000.00) or less, shall be paid by check drawn on said bank account; provided, however, if requested by a cash prize winner, Operator may pay in cash an amount not to exceed ten percent (10%) of a cash prize exceeding \$1,000.00.

e. The Operator shall provide a monthly ticket report to the City with a detailed record of all tickets and of each winning ticket and amount. The Operator shall provide in said monthly report the name and address of each player with net winning of One Thousand Five Hundred Dollars (\$1,500.00) or more. The monthly ticket report shall be provided within fifteen (15) days following the last day of each month's operations.

f. In the event this Agreement is terminated or forfeited prior to the expiration of its term, the Operator shall immediately submit to the City a financial report prepared as would otherwise be required, showing all required information for the time which has elapsed since the period for which the payment was made. Payment for said period shall be due to the City within fifteen (15) days following the termination.

g. The City reserves the right to modify bookkeeping and reporting requirements as necessary to comply with applicable laws, rules and regulations governing Keno Lottery operations.

10. DEFAULT/TERMINATION. In addition to all rights and powers retained by the City under this Agreement or by law, the City may terminate this Agreement in the event the Operator commits a material breach of this Agreement. A material breach shall include, but not be limited to:

a. Insolvency of the Operator;

b. The failure of Operator to comply with any federal, state, or local law, rules, regulations or ordinances;

c. The interruption or cessation of operations by the Operator for a continuous period of five (5) days without the prior written consent of the City;

d. The failure to provide material information, the furnishing of false information, or the omission of material information as required to be disclosed by Operator under this Agreement;

e. The failure to pay prizes as required by law or this Agreement;

f. The failure to pay the City its percentage as required herein;

g. The failure to obtain or maintain insurance coverage as required herein;

h. The transfer of an ownership interest in Operator or an assignment in violation of this Agreement; and

i. Any attempt to evade any material provision of this Agreement or practice any fraud or deceit upon the City or Operator's customers.

11. COMPLIANCE WITH LAWS. The Operator agrees to cause the Keno Lottery to conform to the laws of the State of Nebraska, the ordinances of the City, and any and all applicable federal statutes. In the event any law not in effect shall change and adversely affect the operations of the Keno Lottery, the Operator shall have a reasonable time to revise the Keno Lottery to conform with the changes. In the event any law is passed or rule or ordinance is effected to cause the Keno Lottery to become economically impossible, the Operator shall have the right to cancel this Agreement without cost or penalty.

12. PRIZE ACCOUNT. The City shall open a joint account with Operator (the "Prize Account"). The City covenants and agrees to maintain Seventy-five Thousand Dollars (\$75,000.00) of funds in the Prize Account for purposes of providing adequate cash flow to pay out prizes. In the event it is necessary to use the funds, they shall be immediately replaced by proceeds of the Keno Lottery the following month. Any interest accrued on the Prize Account shall be the property and/or income of the City.

13. HOLD HARMLESS AND INDEMNIFICATION. Operator shall defend, reimburse, indemnify and hold the City, including all of its employees, agents and elected officials, harmless from, against and in respect of any and all claims, litigations, damages, losses, liabilities, or actions of any nature, costs and other expenses (including without limitation, legal expenses) resulting from any action or inaction taken with respect to the operation of the Keno Lottery or related operation. This Section shall survive the termination of this Agreement.

14. INSURANCE. Operators shall, during the term of this Agreement, maintain public liability insurance, naming and protecting the City, against claims for damages resulting from

bodily injury, including wrongful death, and property damage which may arise from operations under this Agreement, whether such operations were caused by the operators, invitees, licensees or trespassers, or any one directly or indirectly employed by Operator. The minimum acceptable limits of liability provided by such insurance shall be as follows:

- a. Bodily injury limits: \$1,000,000 each occurrence, \$2,000,000 aggregate; and
- b. Property damage limits: \$1,000,000 each occurrence, \$2,000,000 aggregate.

The coverage shall be provided under a comprehensible general liability form of policy or similar thereto and shall include a broad form property damage endorsement. The Operator shall provide proof of such insurance to the City and such insurance shall contain a non-cancellation provision requiring thirty (30) days notice to the City prior to cancellation of coverage. In addition, Operator agrees to maintain any and all necessary workers compensation coverage for its employees as required by State statute and in the amounts as statutorily mandated.

15. CONSTRUCTION. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all prior negotiations, whether written or oral, and prior agreements and writings with respect to the subject matter hereof.

16. SEVERABILITY. Any invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Agreement affect the validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect; provided however, if in the sole opinion of the City, the removal or inoperative effect of any such provision or part of any provision so declared invalid or unenforceable shall materially affect the City's rights hereunder, the City may terminate this Agreement.

17. WAIVER. No delay or omission to exercise any right, power or remedy accruing to any parties hereunder upon the breach or default under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, no acquiescence therein of any breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any breach or default under this Agreement or by law or otherwise afforded shall be cumulative and not alternative.

18. NOTICE OF INTERRUPTION. In the event the Operator shut down or intend to shut down the lottery operation for longer than twenty-four (24) hours, other than for legal holidays, the Operator shall notify the City of the interruption as soon as possible with the anticipated length of interruption.

19. NOTICES. Any notice required to be sent hereunder, shall be deemed given upon its deposit in the United States mail, postage prepaid, and addressed as follows:

- a. If to the City: City Administrator  
14130 Lancashire Street

Waverly, NE 68462

With copy to: Mark A. Fahleson  
City Attorney  
Rembolt Ludtke LLP  
1128 Lincoln Mall, Suite 300  
Lincoln, NE 68508

b. If to the Operator: Four Sons, Inc.  
13901 Guilford Street, Suite H  
Waverly, NE 68462

20. CONTROLLING LAW. The validity of this Agreement, its construction, interpretation, enforcement, and the rights of the parties hereunder or thereunder, shall be determined under and in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**OPERATOR:**

FOUR SONS, INC.,  
a Nebraska corporation

By:   
Craig Blake, President

**CITY:**

CITY OF WAVERLY, NEBRASKA,  
a Nebraska municipal corporation

By: \_\_\_\_\_  
William D Gerdes, Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frve, Waverly City Clerk

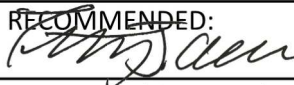

Date of Issuance: **September 16, 2024** Effective Date: **Date Signed by Owner**  
 Owner: **City of Waverly, NE** Owner's Contract No.:  
 Contractor: **K2 Construction** Contractor's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **201085.00**  
 Project: **2020 Water Main Improvements** Contract Name:  
**Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.**

The Contract is modified as follows upon execution of this Change Order:

Description: **Additional material quantities to extend 146th Street water main connection to the north side of Eastbourne Street, adjustments for final material quantities for Groups A and B, deduct for materials retesting, and deduct for liquidated damages associated with Final Completion.**

Attachments: **Unit Price Sheet**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>576,032.00</u>	Original Contract Times: Substantial Completion: <u>August 1, 2024</u> Ready for Final Payment: <u>September 1 2024</u> dates
[Increase] <del>[Decrease]</del> from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>901,570.00</u>	[Increase] <del>[Decrease]</del> from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>365 Days</u> Ready for Final Payment: <u>365 Days</u> days
Contract Price prior to this Change Order: \$ <u>1,477,602.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 1, 2025</u> Ready for Final Payment: <u>September 1, 2025</u> dates
<del>[Increase]</del> [Decrease] of this Change Order: \$ <u>(23,807.90)</u>	[Increase] <del>[Decrease]</del> of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> dates
Contract Price incorporating this Change Order: \$ <u>1,453,794.10</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 1, 2025</u> Ready for Final Payment: <u>September 1, 2025</u> dates

RECOMMENDED: By: <u></u> By: _____ Engineer (if required) Owner (Authorized Signature)	ACCEPTED: By: <u>Jeff Webert</u>  Contractor (Authorized Signature)
Title: <u>Senior Project Manager</u> Title: <u>Mayor</u> Title: <u>Project Manager</u>	
Date: <u>September 18, 2024</u> Date: <u>September 24, 2024</u> Date: <u>September 18, 2024</u>	

# Change Order Estimate

JEO Project Name: <b>2020 Water Main Improvements</b>		JEO Project Number: <b>201085.00</b>	
Owner: <b>City of Waverly, NE</b>		Change Order Number: <b>3</b>	
Contractor: <b>K2 Construction</b>		Date Signed by Owner	
Effective Date:			
Item		Change Order Information	
Bid Item No.	Description	Item Quantity	Total Value of Item (\$)
C03.1	6" Plug, MJ	EA 1.00	\$250.00
C03.2	Concrete Collar for Gate Valve and Box	EA (13.00)	(\$975.00)
C03.3	Failed Compaction Test	EA 5.00	(\$42.00)
C03.4	Compaction Testing Trip Charge	EA 3.00	(\$113.00)
C03.5	Failed Paving Concrete Test Set	EA 3.00	(\$90.00)
C03.6	Failed Paving Compressive Strength of Cylinder	EA 1.00	(\$20.00)
C03.7	Concrete Testing Trip Charge	EA 1.00	(\$113.00)
C03.8	Liquidated Damages [Final Completion Groups A & B]	DAY 7.00	(\$250.00)
A3	6" PVC Water Main, DR18	LF 10.00	\$800.00
A4	6" PVC Water Main, DR18, RJ, Directionally Bored	LF 45.00	\$5,130.00
A6	6"x 6" x 6" Tee, MJ	EA 1.00	\$550.00
A9	6" 90° Bend, MJ	EA (1.00)	(\$540.00)
A10	6" 45° Bend, MJ	EA (2.00)	(\$800.00)
A19	Remove Concrete Sidewalk	SF (1998.00)	(\$1,998.00)
A20	4" Concrete Sidewalk	SF (2039.00)	(\$10,195.00)
A21	Remove Pavement	SY (121.50)	(\$1,458.00)
A22	7" Concrete Pavement	SY (121.50)	(\$8,505.00)
A23	Remove Driveway	SY (43.70)	(\$524.40)
A24	6" Concrete Driveway	SY (43.70)	(\$2,840.50)
		<b>Total</b>	<b>(\$23,807.90)</b>

**CERTIFICATE OF PAYMENT NO. 2**

**Date of Issuance:** September 6, 2024

**Project:** Waverly NE Well 7 Rehabilitation

**Contractor:** Rieschick Drilling Co.



**Project No.** 022-02504

**DETAILED ESTIMATE**

Description	Unit Prices	Extension
See attached.		

**PLEASE REMIT PAYMENT TO: Rieschick Drilling Co.**

Value of Work Completed: \$131,671.01

Original Contract Cost:	\$455,555.50
Approved Change Orders:	
No. 1	\$0.00
No. 2	-\$4,779.66
<b>Total Contract Cost:</b>	<b>\$450,775.84</b>

Value of completed work and materials stored .....	\$	450,775.84
Less retained percentage ( <u>0</u> %) .....	\$	0.00
<b>Net amount due including this estimate .....</b>	<b>\$</b>	<b>131,671.01</b>

Less: Estimates previously approved:

No. 1	\$319,104.83	No. 3	\$	No. 5	\$
No. 2	\$	No. 4	\$	No. 6	\$

Total Previous Estimates \$ 319,104.83

**NET AMOUNT DUE THIS ESTIMATE \$ 131,671.01**

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of Waverly – Owner  
 Rieschick Drilling Co. - Contractor  
 Tessa Yackley - Olsson RPR  
 Project File

**OLSSON**

By: 





# FINAL WAIVER OF LIEN

RIESCHICK DRILLING CO., INC. (contractor) of 70656 649<sup>th</sup> Ave, Falls City, NE 68355, contracted with City of Waverly, NE of

\_\_\_\_\_ to furnish labor and/or materials for

Waverly Well #7 Replacement Project  
Waverly, NE

In consideration of \$450,775.84

Receipt and sufficiency of which is hereby acknowledged, Contractor waives any right that the Contractor now has, or in the future may have, to claim a mechanic's lien against the above described real property or against the improvements located thereon to secure payment for the labor and/or materials furnished by Contractor under the above described contract. This form is to induce a final payment of \$131,671.01

One hundred thirty one thousand six hundred seventy one dollars & 01/100.

When payment is received by Contractor this form shall be in full force and effect.

Rieschick Drilling Co., Inc. acknowledges that all materials and labor for this project have been paid in full.

By signing below the undersigned warrant and represents that he or she is authorized to execute this Waiver or Lien on behalf of the Contractor listed above and that this waiver of Lien is binding and enforceable in accordance with its terms.

RIESCHICK DRILLING CO., INC.

By Kathy Rieschick  
CONTRACTOR

President  
TITLE

9-6-24  
DATE

LIEN WAIVER

Know all Men by these presents that: CUSTOM COOLING & HEATING, INC.

Hereinafter called "Subcontractor" or "Material Supplier" who heretofore entered into a Contract with RIESCHICK DRILLING COMPANY, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

WAVERLY WELL #7 REPLACEMENT PROJECT, WAVERLY, NEBRASKA

At: ALVO RD. WAVERLY, NE

For Rieschick Drilling Co., Inc. which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. Acknowledge that the Subcontract or material supplier has been PAID IN FULL. All sums due for every thing done by the Subcontractor, or done by its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor or material suppliers, it subcontractors, material vendors, equipment and fixture suppliers, agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of their employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

Date this 11<sup>th</sup> day of Sept, 2029.

Custom Cooling & Heating Inc  
(Name of subcontractor or supplier)

[Signature]  
(Signature)

BRADLEY W OHCANDA  
(Typed or printed name)

LIEN WAIVER

Know all Men by these presents that: WEST-E-CON INC.

Hereinafter called "Subcontractor" or "Material Supplier" who heretofore entered into a Contract with RIESCHICK DRILLING COMPANY, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

WAVERLY WELL #7 REPLACEMENT PROJECT, WAVERLY, NEBRASKA

At: ALVO RD. WAVERLY, NE

For Rieschick Drilling Co., Inc. which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. Acknowledge that the Subcontract or material supplier has been PAID IN FULL All sums due for every thing done by the Subcontractor, or done by its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.

2. RELEASE and fully, finally and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor or material suppliers, it subcontractors, material vendors, equipment and fixture suppliers, agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.

3. REPRESENT that all of their employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

Date this 17 day of September, 2024.

West-E-Con  
(Name of subcontractor or supplier)

[Signature]  
(Signature)

Zach Lane  
(Typed or printed name)

**CONSENT OF SURETY  
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

Bond No. 146783

TO OWNER:

*(Name and address)*

**The City of Waverly  
14130 Lancashire Street  
Waverly, NE 68463**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: **Well #7 Improvements and Replacement**

CONTRACT DATED:

PROJECT:

*(Name and address)* **Waverly Well #7 Improvements and Replacement Project**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

**Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501**

, SURETY,

on bond of

*(Insert name and address of Contractor)*

**Rieschick Drilling Company  
70656 649 Avenue  
Falls City, NE 68355**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

**The City of Waverly  
14130 Lancashire Street  
Waverly, NE 68463**

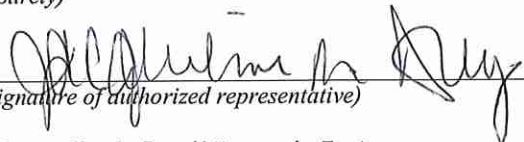
, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **11th** day of **September**, **2024**.  
*(Insert in writing the month followed by the numeric date and year)*

**Universal Surety Company**

*(Surety)*

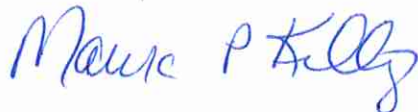


*(Signature of authorized representative)*

**Jacqueline L. Drey/Attorney-in-Fact**

*(Printed name and title)*

Attest:  
(Seal):





# 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*

Secretary/Treasurer

By

UNIVERSAL SURETY COMPANY

*Curtis L. Hartter*

President



State of Nebraska

County of

of

ss. Lancaster

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 11th day of September, 20 24.

*Philip C. Abel*

Director



**CONSENT OF SURETY  
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

Bond No. 146783

TO OWNER:

(Name and address)

**The City of Waverly  
14130 Lancashire Street  
Waverly, NE 68463**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: **Well #7 Improvements and Replacement**

CONTRACT DATED:

PROJECT:

(Name and address) **Waverly Well #7 Improvements and Replacement Project**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

**Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501**

, SURETY ,

on bond of

(Insert name and address of Contractor)

**Rieschick Drilling Company  
70656 649 Avenue  
Falls City, NE 68355**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

**The City of Waverly  
14130 Lancashire Street  
Waverly, NE 68463**

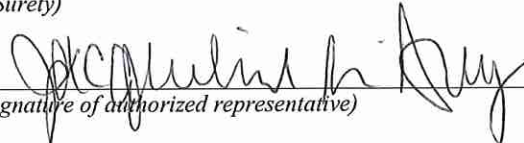
, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **11th** day of **September**, **2024**.  
(Insert in writing the month followed by the numeric date and year)

**Universal Surety Company**

(Surety)

  
(Signature of authorized representative)

**Jacqueline L. Drey/Attorney-in-Fact**

(Printed name and title)

Attest:  
(Seal):





# 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*

Secretary/Treasurer

By

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*

President



State of Nebraska

County of

of

ss.  
Lancaster

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 11th day of September, 20 24.

*Philip C. Abel*

Director



**CONSENT OF SURETY  
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

Bond No. 146783

TO OWNER:

(Name and address)

The City of Waverly  
14130 Lancashire Street  
Waverly, NE 68463

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Well #7 Improvements and Replacement

CONTRACT DATED:

PROJECT:

(Name and address) Waverly Well #7 Improvements and Replacement Project

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501

, SURETY ,

on bond of

(Insert name and address of Contractor)

Rieschick Drilling Company  
70656 649 Avenue  
Falls City, NE 68355

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

The City of Waverly  
14130 Lancashire Street  
Waverly, NE 68463

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 11th day of September, 2024.  
(Insert in writing the month followed by the numeric date and year)

Universal Surety Company

(Surety)

*Jacqueline L. Drey*  
(Signature of authorized representative)

Jacqueline L. Drey/Attorney-in-Fact

(Printed name and title)

Attest:  
(Seal):

*Maura P Kelly*



# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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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*

Secretary/Treasurer

By

UNIVERSAL SURETY COMPANY

*Curtis L. Hartter*

President



State of Nebraska }  
County of } ss. Lancaster

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 11th day of September, 20 24.

*Philip C. Abel*

Director





## RENEWAL LICENSE and SERVICES AGREEMENT

The Organization identified below and signing where indicated approves the terms and conditions of this agreement between the Organization and Filament Essential Services (FES).

### Organization Information

**Organization:** City of Waverly

**Contract Dates:** 10/01/2024 – 09/30/2027

**Address**

Street Address: 14130 Lancashire Street

**Current URL (web address):**

<https://www.citywaverly.com/>

City: Waverly

**Population/Size:** 4,513 (est. 2024)

State: NE

**Contract Type:** City/County

Zip: 68462

Main Phone: 402-786-2312

Fax: 402-786-2490

### Contact Information

**Signatory Contact**

Name: William Gerdes

Title: Mayor

Phone: 402-786-2312

Email: [billg@citywaverly.com](mailto:billg@citywaverly.com)

**Network Administrator**

Name: Megan Frye

Title: City Clerk

Phone: 402-786-2312

Email: [cityclerk@citywaverly.com](mailto:cityclerk@citywaverly.com)

**Website Contact**

Name: Megan Frye

Title: City Clerk

Phone: 402-786-2312

Email: [cityclerk@citywaverly.com](mailto:cityclerk@citywaverly.com)

**Business/Office Manager Contact**

Name: Stephanie Fisher

Title: City Administrator

Address: 14130 Lancashire Street, PO Box 427

City: Waverly

State: NE

Zip: 68462-0427

Phone: 402-786-2312

Fax: 402-786-2490

Email: [cityadministrator@citywaverly.com](mailto:cityadministrator@citywaverly.com)

**PLEASE REVIEW FOR ACCURACY AND THEN COMPLETE ANY MISSING INFORMATION.  
RETURN A SIGNED, COMPLETED COPY TO DIANNA KASTANEK AT [diannak@fes.org](mailto:diannak@fes.org).**

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**Contract Information**

**Agreement Term Dates:**

Term is 36 months.

**Contract Dates:** 10/01/2024 – 09/30/2027

Billing cycle:  Annually  Quarterly  Monthly

**Special Billing Notes/Arrangements**

- Supersedes all previous SOCS license agreements, effective start date of this agreement.
- Includes option to redesign your website every 3 years, for no additional charge. The City of Waverly website went live on 05/06/2022 and has not yet redesigned. The City of Waverly will be eligible to do so as of 10/01/2024 and is immediately eligible upon receipt of this signed renewal.
  - Does your organization want to do a redesign? Please mark an option:  Yes  No
  - If so, what is the requested project start date? January 2025
- Additional notes/information:  
There is no price increase at this time.

**Sales Tax Exemption Form and PO**

Please email a copy of your sales tax exemption form if applicable and PO to Dianna Kastanek at [diannak@fes.org](mailto:diannak@fes.org)

**Pricing Summary**

**ANNUAL ROYALTIES/FEES:**

SOCS Website Services & Support + Mobile App in the Stores	\$ 3,050 per year
Texting Services (Notifier)	\$ per year
Additional URL/Domain Registrations (\$20 per domain)	\$ per year
<b>Total Annual Royalties/Fees</b>	<b>\$ 3,050 per year</b>

**OPTIONAL ONE-TIME SERVICES/FEES:**

Texting Services (Notifier) Set-up	\$
Additional Listserv Set-up	\$
Content Migration Estimate (\$90 per hour)	\$
On-line Payment Set-up (TBD)	\$
Custom graphics development	\$
<b>Total One-Time Set-up Fees</b>	<b>\$ 0</b>

**Optional Fees**

- On-site training is negotiable
- Licensee specific customization services will be made available to Licensee at an hourly programming rate.

**Additional Notes/Conditions**

- Includes SOCS GO App
- Includes City of Waverly custom mobile app

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**FES Contact Information**

**FES Partner Representative**

Brendan Conway

[brendanc@fes.org](mailto:brendanc@fes.org)

800-850-8397, ext. 6991

Fax: 402-479-6691

1300 O Street  
Lincoln, NE 68508

Consultant/ESC: N/A

**FES Administrative Representative**

Dianna Kastanek

[diannak@fes.org](mailto:diannak@fes.org)

800-850-8397, ext. 6661

Fax: 402-479-6691

1300 O Street  
Lincoln, NE 68508

**Signatures**

**\*I attest that I am authorized to sign on behalf of:  
City of Waverly**

**For: FES**  
1300 O Street  
Lincoln, NE 68508

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: William D. Gerdes

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Signed Date: September 24, 2024

Signed Date: \_\_\_\_\_

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# RENEWAL LICENSE AND SERVICE AGREEMENT

## *Simplified Online Communication System (“SOCS”)*

This License and Service Agreement (the “Agreement”) made by and between FES, a Nebraska nonprofit corporation located in Lincoln, Nebraska and **City of Waverly** (“Licensee”).

THE PARTIES AGREE AS FOLLOWS:

1. **License.** FES grants to Licensee a limited, nonexclusive and nontransferable license to the Simplified Online Communication System (“SOCS”) web hosting service (collectively the “Licensed Service”). Exclusive proprietary title to all rights, patents, trademarks, copyrights, source code, graphic design and images created by FES and trade secrets in the Licensed Service shall remain with FES and no title to or ownership interest in the Licensed Service shall be transferred to Licensee.
2. **Installation, Training, Technical and Support Services.** FES shall provide certain technical services to Licensee associated with the installation, management and administration of the Licensed Service. One time set up fee does not include graphic design services. Graphic design services for the website are included in the license fee and limited to 3 mockup designs prior to site installation. Additional graphic services will be charged at the current hourly rate. FES shall provide updates and certain enhancements to the Licensed Service without charge during the term of this Agreement and any renewals. Basic instruction and support services shall be provided at no extra cost as a part of the initial delivery of the Licensed Service. Other technical assistance relating to subsequent technical client network support, configuration, and/or guidance, content creation and/or the transfer of existing content, or on-site training are not part of the license agreement and are subject to a separate charge. Those services and the related charges are noted on page 7 of this Agreement.
3. **Charges, Payments, and Taxes.** Licensee shall pay the royalty fees for the Licensed Service and related services and costs as set forth in the pricing summary. All annual royalty fees shall be due on the date identified on the Exhibit; for any exercised renewal terms, the annual fee shall be due on the anniversary date of the original payment, unless otherwise agreed to by the parties. FES shall direct bill Licensee for all royalty fees, services, and support, including additional charges for technical assistance in accordance with the terms and rates set out the attached schedule. Interest shall accrue at the rate of one and one-half percent (1.5%) per month for any invoice balance outstanding for more than thirty (30) days. Each party shall be responsible for its own obligations associated with any federal, state, local or other taxes required with the delivery of the Licensed Service.
4. **Obligations of Licensee.** In addition to the covenants provided by Licensee within this Agreement, Licensee specifically agrees to the following:
  - a. **Logos and Branding.** Permit FES or its designees and assigns to place a logo at a reasonable location on the site, with a link to the website of FES and/or its designee, if so requested by FES.
  - b. **Utilization of Site.** Permit FES or its designees and assigns to utilize Licensees’ site and corresponding content in sales demonstrations, marketing materials and/or other venues to highlight Licensed Service to existing and/or potential Licensees.
  - c. **Implementation Team.** Identify an initial SOCS implementation team to work directly with FES in the implementation of SOCS for Licensee.
5. **Warranties and Representations.** FES hereby warrants that the Licensed Service (including enhancements and modifications) will perform in all material respects during the term of this Agreement. FES shall, at no additional charge to Licensee, undertake to correct any Licensed Service which does not perform substantially in accordance with the representations of FES. If a defect in the Licensed Service cannot be adequately remedied, the sole and exclusive remedy for any breach of this limited warranty will be restricted to (i) the replacement of the Licensed Service by FES or (ii) refund by FES to Licensee the annual royalty payment which applies to the year in which the defect occurred.

If Licensee modifies, attempts to modify, or decompiles or attempts to decompile the Licensed Service, fails to implement the changes to the Licensed Service as supplied by FES, or in any other way abuses or tampers with the Licensed Service, the warranty obligations of FES under this section shall be null and void. The limited warranty and

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restricted remedy contained herein is not applicable to any Licensed Service that has been modified or misused by Licensee.

**FES PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, NOR IS IT OBLIGATED FOR, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR, THE CONTENT DEVELOPED BY LICENSEE OR ITS AGENTS AS ALLOWED BY THE EDIT FEATURES AVAILABLE IN AND UTILIZED THROUGH THE LICENSED SERVICE. FURTHER, NO REPRESENTATIONS OR WARRANTIES ARE MADE CONCERNING THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY INFORMATION CONTAINED IN ANY SITE LINKED THROUGH THE LICENSED SERVICE. FES DOES NOT WARRANT OR GUARANTY UNINTERRUPTED ACCESS TO THE LICENSED SERVICE AS USED THROUGH THE WORLD WIDE WEB AND ANY SITE LINKED TO THE LICENSED SERVICE OR THE AVAILABILITY OF INTERNET E-MAIL LINKS PROVIDED THROUGH THE LICENSED SERVICE. IN NO EVENT SHALL FES, ITS OFFICERS, AFFILIATES, AGENTS, LICENSORS, EMPLOYEES OR INTERNET SERVICE PROVIDERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMICAL LOSS, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY.**

FES shall use all reasonable efforts to ensure that the SOCS Service is operating and available to Customers 99.9% of the time in any calendar month. Downtime is considered to be time that the SOCS Network is unavailable due to a failure in the FES network. There may be periods of time that FES schedules maintenance on the SOCS network that requires an interruption of service. Customers will be notified in advance of scheduled maintenance and every effort will be made to schedule this maintenance outside the hours of 7:00 a.m. to 10:00 p.m. Central time. Scheduled maintenance is not considered downtime. FES cannot be responsible for connectivity issues arising from problems in the client's network or internet outages due to such things as environmental disaster, cyber-attack, widespread power outages and other events beyond FES' control.

To protect clients' and FES' networks, FES employs tools that vigorously filters viruses and spam. FES, at its sole discretion, reserves the right to filter content it feels poses a threat to the networks.

Confidentially: Absent the use of encryption, use of the Licensed Service through the Internet is not a secured medium and privacy cannot be assured. Internet e-mail is vulnerable to interception and manipulation of data. FES will not be responsible for any damages to Licensee or any third party suffered as a result of the transmission of information, confidential or otherwise, that may be made through Internet e-mail links provided through this Licensed Service. FES is not responsible for any errors or changes made to any transmitted information. Should Licensee or any third party user transmit information using Internet e-mail resources through the Licensed Service, such individuals do so at their own risk.

Accessibility: FES further acknowledges and warrants that, upon release to Licensee, the Licensed Service is currently in material compliance with relevant federal law and corresponding regulations associated with accessibility of web content and the prohibition of discrimination based on disability (the "Accessibility Standards"). FES agrees to promptly respond to, resolve and remediate any bona-fide complaint regarding accessibility of the Licensed Service under the Accessibility Standards in a timely manner and provide an updated version to Licensee at no cost. If FES, in its judgment, cannot remedy any bona-fide complaint concerning accessibility of the Licensed Service under the Accessibility Standards, then Licensee may terminate this Agreement, but its remedy shall be limited to that set out in Section 7 of this Agreement.

Licensee is entitled to make certain changes to the Licensed Service by adding, editing or supplementing content. Licensee is fully responsible for compliance with the Accessibility Standards as to any added content or alterations made to the original content prepared by FES, and Licensee shall indemnify and hold FES harmless for any claims of violation or noncompliance of the Accessibility Standards. In addition, all limited warranties provided by FES in this section shall not apply if the Licensed Service (including all elements of the licensed SOCS system) are: (i) modified or altered by Licensee in any way (other than by FES or with the specific prior written consent of FES); (ii) not timely updated by Licensee with the corrections, patches, fixes, updates, improvements or enhancements that FES may make available from time to time; or (iii) used in any manner or for any purpose by Licensee which is not specifically permitted by this Agreement or the documentation.

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**Malware:** While FES makes reasonable efforts to assure that the Licensed Service as provided through the Internet does not contain computer viruses, Licensee is responsible to take precautions to scan for computer viruses and to ensure that Licensee has a complete current backup of the applicable items contained on its computer system.

**Links to Other Sites:** The Licensed Service allows for links to other sites through the use of the Internet. These links are provided solely as a service through the Licensed Service. Such linked sites are independently developed by parties other than FES, and FES assumes no liability or responsibility for the accuracy or appropriateness of the information contained in such sites. The inclusion of any link to any other site through the Licensed Service does not imply endorsement by FES. Any mention of another party or its product or service through links offered through the Licensed Service should not be construed as an endorsement of that party or its product or service by FES. If Licensee or any third party decides to access other linked websites, such action is taken at that party's own risk.

**Legal Content:** The Licensee agrees to comply with all digital rights, copyright, trademark and decency laws. FES reserves the right to remove content that violates these laws or when notified of an ownership dispute. It is the responsibility of the licensee to resolve such disputes and pay associated costs. If client is using the logo or mark of another organization, the client accepts all liability and may be required to demonstrate that permission has been granted to use said logo or mark (i.e. professional sports team logos, NCAA logos, Disney or Olympic logos).

6. **Marketing and Reproduction of Licensed Materials.** Licensee shall only publish, identify or make reference to FES's trade names, trademarks, logos or other identifying materials associated with SOCS or the Licensed Service as approved by FES. If such approval is given, Licensee shall provide complete recognition of FES to the Licensed Service in all forms of advertising, marketing, and related promotional materials. Licensee shall not download, offload nor reproduce, in whole or in part, the Licensed Service, except for archive emergency restart purposes, where relevant and as approved in writing by FES. Licensee shall not use any decompiler programs or devices with respect to the Licensed Service or in any way attempt to decompile the Licensed Service. Licensee shall not remove or destroy any proprietary markings or legends placed upon or contained within the Licensed Service or related materials.

7. **Limitation of Liability.** If FES, in its judgment, is unable to remedy any defects, failure, nonconformity or alleged breach of warranty under the Licensed Service or is otherwise unable to adequately replace the Licensed Service within ninety (90) days after receiving notice from Licensee, FES shall then refund to Licensee the annual royalty payment which applies to the year in which the alleged defect, failure, nonconformity or breach occurred. In no event shall FES be liable to Licensee for loss of profits, sales, goodwill, data or computer programs, or punitive, indirect, tort, economic, special, incidental or consequential damages. Each party agrees to indemnify and hold the other (as well as their respective affiliates, directors, officers, employees and agents) harmless from and against all liabilities, losses, damages, judgments, costs, and expenses of any kind which may be imposed on, incurred by or asserted against a party to this Agreement including, without limitation, attorney fees relating to or arising out of this Agreement or any transaction contemplated hereby, or any amendment, supplement, modification of, or any waiver or consent under or in respect of this Agreement or any transaction contemplated hereby that in each case results from a failure of a party to comply with or perform its obligation under this Agreement or from any act of negligence or willful misconduct on the part of such party.

8. **Term of Agreement and Termination.**

- a. Unless otherwise terminated as provided herein, this Agreement shall commence as of the beginning date and terminate on the ending date of the term stated on page one (1) of this Agreement, subject to the terms of automatic extension set out below.
- b. Notwithstanding the terms of subpart (a) above, Licensee may terminate this Agreement if FES commits a material breach defined as the inability of the system to perform critical functionality (example: article moderation) or that renders the system inoperable and fails to cure that breach within thirty (30) days after receiving written notice from Licensee of that breach; provided, however, that FES shall have thirty (30) business days to cure any defects or breaches associated with its limited warranties associated with the Licensed Service, as set out in Section 7 above.
- c. Notwithstanding the terms of subpart (a) above, FES may terminate this Agreement (i) if Licensee is delinquent in making any payments due under this Agreement when due and continues to fail to make any such payment for ten (10) days after written notice of such delinquency is sent from FES, or (ii) if Licensee commits any other material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach is sent from FES. In the event of such termination by

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FES, Licensee shall remain liable for all fees incurred to date. Such termination by FES shall be without prejudice to any other remedies FES may have at law or in equity.

- d. The termination of this Agreement by either party for any reason contemplated herein shall terminate the rights of Licensee to the Licensed Service. Upon such termination, the license and all other rights granted to Licensee under this Agreement shall cease immediately and Licensee shall promptly (i) return all operating manuals, documentation and other material related to the Licensed Service in the possession of Licensee; (ii) purge the Licensed Service and any portion thereof from each and every computer, computer storage device, and every other medium of Licensee which such Licensed Service or any portion thereof may be on; and (iii) certify to FES that Licensee has complied with these provisions.
  - e. At Licensee's request, upon termination of this Agreement by either party, and upon receipt of final payment to FES, FES agrees to return a backup file of client's database plus files uploaded by the client (ie: pictures) within 30 days of termination.
  - f. So long as Licensee is not in default of any terms of this Agreement, then this Agreement shall automatically renew annually after completion of the initial term dates on the anniversary hereof, subject to Licensee's obligation to pay the annual royalty fee as provided for herein and any other obligations as contemplated by this Agreement. Either party may terminate the automatic renewal provision by providing notice to the other, no less than sixty (60) days prior to the anniversary date, of its intent to decline the automatic renewal of the contract term. In the event either party should exercise the termination right, the license rights granted to Licensee shall then cease in accordance with the terms of this section.
  - g. The termination of this agreement before the end date, either by original contract or automatic renewal, will require the Licensee to pay 50% of the remaining total license fee.
  - h. All communications regarding terminating or changing terms of this agreement must be rendered in writing. Phone calls will not be recognized for purposes of this contract.
9. General. Any notice required under this Agreement shall be given in writing to each party at the address identified adjacent to each party's signature. Licensee shall not assign or otherwise transfer this Agreement or any interest therein without the prior written consent of FES. This Agreement shall be binding upon the parties hereto, their successors and assigns as permitted. No waiver or any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement. This Agreement may be originally executed in one or more counter-parts, each of which shall be deemed an original. This Agreement shall be governed by the laws of the State of Nebraska and the parties submit and consent to the jurisdiction of the Nebraska courts for any matter associated with this Agreement. No modifications to this Agreement shall be valid unless made in writing and signed by all parties hereto.
10. Compliance with State Laws. In executing this Agreement, Licensee represents that it has secured all necessary consents and approval from relevant governing or oversight boards and related entities as may be required by state or local law. Execution of this Agreement shall constitute acknowledgement of any such confirmation requirements and waiver of any subsequent claims of requiring consent, confirmation or approval as a condition precedent to the implementation or enforcement of this Agreement.

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**Certificate Of Completion**

Envelope Id: 8A8B14F9C12042CB8AF73FB3B34D4EDD	Status: Sent
Subject: SOCS FY 2025 Renewal - City of Waverly	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Dianna Kastanek
Time Zone: (UTC-06:00) Central Time (US & Canada)	P.O. Box 82552
	Lincoln, NE 68501
	diannak@fes.org
	IP Address: 52.40.154.108

**Record Tracking**

Status: Original	Holder: Dianna Kastanek	Location: DocuSign
9/18/2024 3:21:38 PM	diannak@fes.org	

**Signer Events**

Signature	Timestamp
William Gerdes billg@citywaverly.com Security Level: Email, Account Authentication (None)	Sent: 9/18/2024 3:23:32 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Paul Durban  
pauld@fes.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/20/2024 8:18:13 AM  
ID: 68216660-59b5-4c99-9987-38742c42ef5e

Dianna Kastanek  
diannak@fes.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Stephanie Fisher cityadministrator@citywaverly.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/23/2024 8:58:19 AM Viewed: 9/23/2024 8:59:36 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

**Carbon Copy Events****Status****Timestamp**

Stephanie Fischer  
 stephanief@citywaverly.com  
 Security Level: Email, Account Authentication  
 (None)

COPIED

Sent: 9/18/2024 3:23:32 PM  
 Viewed: 9/18/2024 3:24:47 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Brendan Conway  
 brendanc@fes.org  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2024 3:23:32 PM
Envelope Updated	Security Checked	9/23/2024 8:58:18 AM
Envelope Updated	Security Checked	9/23/2024 8:58:18 AM
Envelope Updated	Security Checked	9/23/2024 8:58:18 AM
Envelope Updated	Security Checked	9/23/2024 8:58:18 AM
Envelope Updated	Security Checked	9/23/2024 8:58:18 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Filament Essential Services/FES LLC (FES) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Filament Essential Services/FES LLC (FES):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [admins@fes.org](mailto:admins@fes.org)

**To advise Filament Essential Services/FES LLC (FES) of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [admins@fes.org](mailto:admins@fes.org) and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Filament Essential Services/FES LLC (FES)**

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