

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on September 23, 2025 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) Mayor's Proclamation to designate the week of October 5-11, 2025 as Fire Prevention Week
2. **One (1) and Six (6) Year Highway and Street Improvement Program**
 - 2.a) Public Hearing: One (1) and Six (6) Year Highway and Street Improvement Program for the City of Waverly, Nebraska.
 - 2.b) Consideration of Resolution 25-20 accepting the 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 9, 2025 City Council Meeting
 - 5.b) *Minutes of the September 10, 2025 Quarterly Strategic Planning Meeting
 - 5.c) *Minutes of the September 16, 2025 City Council and Suburban Fire District 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 25-21 authorizing the Signing of the Municipal Annual Certification of Program Compliance 2025.
 - 7.b) Consideration of Resolution 25-22, a Resolution of Support for the Nebraska Department of Economic Development's Leadership Certified Community Program.
 - 7.c) Consideration of Resolution 25-23 Authorizing Temporary Street Closures on Thursday, November 27, 2025 for the 2025 Hen Hustle Fun Run.
8. **Introduction of Ordinances**
 - 8.a) Consideration of the Third and Final Reading of Ordinance 25-16 Assigning the Waverly Ridge Estates Subdivision to Ward 2; and Amending Chapter 30 Section 30 of the Waverly Municipal Code relating to Division of Wards 1 and 2.

9. Introduction of Business and Communications

- 9.a) Consideration of the purchase of iWorQ Animal and ATV Licensing Software in an amount not to exceed \$4,250, and include an upgrade for payment processing for iWorQ Permit Management and Code Enforcement in an amount not to exceed \$750.
- 9.b) Consideration of the purchase of TextMyGov messaging application software in an amount not to exceed \$6,000.
- 9.c) Consideration of a bid from Bobcat of Lincoln for the purchase of a Bobcat L23 Loader with Broom and Snow Blower Attachments for the Streets Department in an amount not to exceed \$47,528.28.
- 9.d) *Consideration of Certificate of Substantial Completion for the Danvers St and Oak Lane Water Main Improvement Project completed by K2 Construction.
- 9.e) *Consideration of Change Order No. 4 from K2 Construction for the Danvers St and Oak Lane Water Main Improvement Project.
- 9.f) *Consideration of Final Pay Application to K2 Construction for the Danvers St and Oak Lane Water Main Improvement Project in an amount not to exceed \$165,637.85, also known as Claims Group B.
- 9.g) Consideration of purchase of items for salt storage structure in an amount not to exceed \$12,000.

10. Committee Reports

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

11. Adjournment

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

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

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

FIRE PREVENTION WEEK PROCLAMATION

To designate the Week of October 5 – 11, 2025, 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, Waverly's 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 2025 Fire Prevention Week theme, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home", effectively serves as a reminder to educate community members about the importance of using batteries safely and to "buy, charge, and recycle" safely when it comes to lithium-ion batteries.

NOW, THEREFORE, I, Abbey L. Pascoe, Mayor of the City of Waverly, do hereby proclaim October 5 – 11, 2025 as Fire Prevention Week throughout Waverly, and I urge all the people of Waverly to heed the important safety messages of Fire Prevention Week 2025, 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 23rd day of September, 2025.

Abbey L. Pascoe, Mayor

ATTEST:

Megan K. Frye, City Clerk

(Seal)

RESOLUTION NUMBER 25-20

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 23RD DAY OF SEPTEMBER, 2025.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(Seal)

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

County:	City: WAVERLY	Village:				
Location Description: Woodstock Street- North 139 th Street to N 140th Street						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Armor Coat						
Average Daily Traffic: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 6" Width: 27'				
<input checked="" type="checkbox"/> Grading <input type="checkbox"/> Concrete <input checked="" 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 checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input type="checkbox"/> Sidewalks <input type="checkbox"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features:						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		60				60
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.1 MILE				Project No.: M-616 (83)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Oldfield Street- Canongate Road to N 141 st Street						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Gravel						
Average Daily Traffic: 2025 = 400, 2045 = 600		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 9" Width: 33'				
<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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter: various	Length: 2340 Type: RCP				
Bridges and Culverts Sized	<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.						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		1900		1000		2900
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.5 MILE				Project No.: M-616 (88)		
Signature:		Title: Street Superintendent S 1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Energy Way- Canongate Road to 400' West						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Gravel						
Average Daily Traffic: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 8" Width: 27'				
<input checked="" 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 checked="" 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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features:						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		197				197
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.1 MILE				Project No.: M-616 (92)B		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Canongate Road - Jamestown Street to Ash Hollow Ditch						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Asphalt, galvanized culverts						
Average Daily Traffic: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: _____ Width: _____				
<input checked="" 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 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"/>						
Bridge to Remain in Place	Roadway Width: _____	Length: _____ Type: _____				
New Bridge	Roadway Width: _____	Length: _____ Type: _____				
Box Culvert	Span: _____ Rise: _____	Length: _____ Type: _____				
Culvert	Diameter: _____	Length: _____ Type: _____				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: Storm Sewer installation from Jamestown Street to Ash Hollow Ditch along the east side of Canongate Road. Concrete flow liner , storm sewer pipe. Grading of existing ditch. Installation of storm sewer pipe along Jamestown street from Canongate Road to N 137 th street.						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		700				700
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.3 MILE				Project No.: M-616 (94)		
Signature: _____		Title: Street Superintendent S -1352		Date: _____		

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

County:	City: WAVERLY	Village:				
Location Description: Highway 6 to N 134 th street						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> dirt						
Average Daily Traffic: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	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"/>				
Bridge to Remain in Place	Roadway Width: _____	Length: _____ Type: _____				
New Bridge	Roadway Width: _____	Length: _____ Type: _____				
Box Culvert	Span: _____ Rise: _____	Length: _____ Type: _____				
Culvert	Diameter: _____	Length: _____ Type: _____				
Bridges and Culverts Sized	<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 th 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 th box culvert. Ditch shaping and widening would cause the existing N134th gravel road to be moved to the west						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		2000				2000
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.76 MILE			Project No.: M-616 (111)			
Signature: _____		Title: Street Superintendent S -1352		Date: _____		

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

County:	City: WAVERLY	Village:				
Location Description: Deerpark road from 600 feet south of Hwy 6 to Amberly Road						
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: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 3" Width: 27'				
<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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise: Length: Type:					
Culvert	Diameter: Length: Type:					
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		133				133
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.31 MILE				Project No.: M-616 (127)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Jamestown- N 137 th street to N 141 st 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: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 3" Width: 30'				
<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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise: Length: Type:					
Culvert	Diameter: Length: Type:					
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		115				115
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.26 MILE				Project No.: M-616 (130)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Lancashire- from N 141 st to N 142 nd N 142 nd - from Lancashire to Kenilworth Kenilworth- from N 142 nd to N 141 st Kenilworth- from N 141 st to N 140 th						
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: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 3" Width: 45'				
<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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise: Length: Type:					
Culvert	Diameter: Length: Type:					
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		141				141
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.25 MILE			Project No.: M-616 (131)			
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Eastbourne- from N 143 rd to N 147 th N 147 th - from Eastbourne Circle to Castlewood Eastbourne Circle N 146 th - 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: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise: Length: Type:					
Culvert	Diameter: Length: Type:					
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		145				145
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.50 MILE				Project No.: M-616 (132)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Danvers- from N 143 rd 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: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		97				97
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.28 MILE				Project No.: M-616 (133)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Folkestone- from N 143 rd to park entrance						
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: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		32				32
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.09 MILE				Project No.: M-616 (134)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Guildford- from Highway 6 to N 140th						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> 7" concrete						
Average Daily Traffic: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 9" Width: 30'				
<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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise: Length:	Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: 9" PCC Paving						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		300				300
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.14 MILE				Project No.: M-616 (136)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: N 148 th 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: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 9" Width: 33'				
<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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		2700				2700
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.5 MILE				Project No.: M-616 (140)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	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: 2025 = 4500, 2045 = 6686		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 8" Width: 22"				
<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"/>						
Bridge to Remain in Place	Roadway Width: 36 feet	Length: 450 feet Type: Steel beam				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span:	Rise: Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<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						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		1100				1100
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 1.06 Mile				Project No.: M-616 (142)		
Signature:		Title: Street Superintendent S-1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Valentine Street to Saint Ronan Street						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> dirt						
Average Daily Traffic: 2025 = 0, 2045 = 50		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 7" Width: 27'				
<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 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"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: private subivision extension						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
		0			300	300
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.20 MILE				Project No.: M-616 (144)		
Signature:		Title: Street Superintendent S 1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Amberly Road and Canongate Road Intersection						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Concrete						
Average Daily Traffic: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 9" Width:				
<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 type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks <input type="checkbox"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features:						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.01 MILE				Project No.: M-616 (145)		
Signature:		Title: Street Superintendent S 1352		Date:		

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

County:	City: WAVERLY	Village:				
Location Description: Highway 6 and N 148 th Street Intersection						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> asphalt						
Average Daily Traffic: 20 = _____, 20 = _____		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 9" Width:				
<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 checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Erosion Control <input checked="" type="checkbox"/> Sidewalks <input type="checkbox"/>						
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features:						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.01 MILE				Project No.: M-616 (146)		
Signature:		Title: Street Superintendent S 1352		Date:		

City of Waverly
2026
1 and 6 Year Street Plan
Page 1

Green = 1 Year

Red = 6 year

M 616 (88)

M 616 (140)

M 616(94)

M 616 (146)

M 616(111)

M 616 (131)

M 616 (130)

M 616 (83)

M 616(142)

M 616 (136)

M 616 (134)

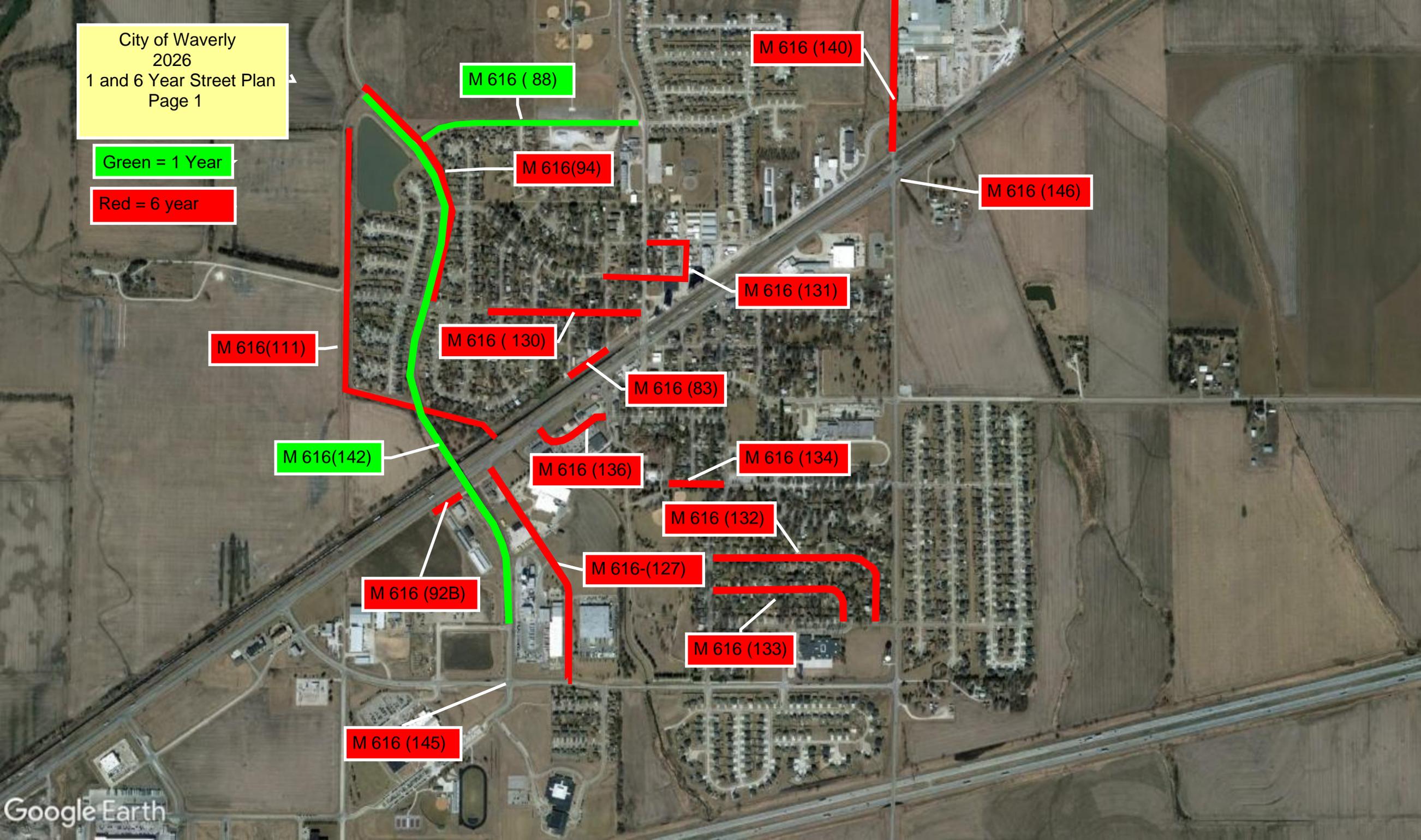
M 616 (132)

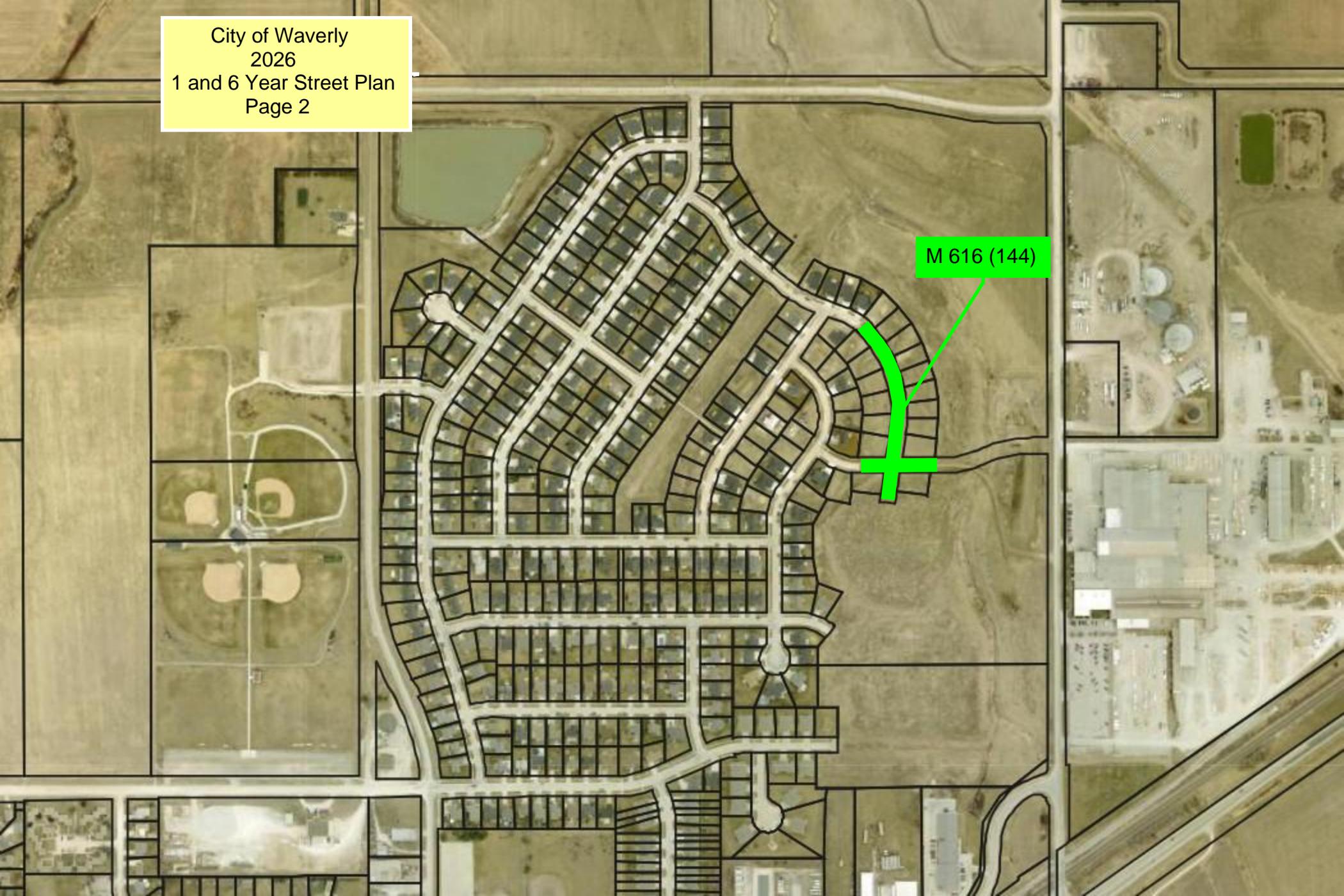
M 616 (92B)

M 616-(127)

M 616 (133)

M 616 (145)





M 616 (144)

2026 One- and Six-Year Street plan Summary

One Year

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

M-616-144 Anderson North Valentine street extension- Concrete Paving

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

Six Year

M-616- 83 Woodstock St. - from N 139th to N 140th – 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 137th to N 141st- Asphalt mill and overlay.

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

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

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

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

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

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

M 616- 145 Amberly Road and Canongate Road intersection

M 616- 146 Highway 6 and N 148th Intersection

Projects are in no particular order or prioritization.

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON SEPTEMBER 9, 2025

CALL TO ORDER

Mayor Abbey Pascoe called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Pascoe acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Abbey Pascoe and Council Members David Jespersen, Dave Nielson, Aaron Delahoyde, and Allison Stark were in attendance. Other City Officials present were City Administrator Stephanie Fisher, City Attorney Mark Fahleson, and City Clerk Megan Frye. Others present were Callie Jungers, Scott Jungers, and Fire Chief/Emergency Services Coordinator Robin Hoffman. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

ADOPTION OF AGENDA

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

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

APPROVAL OF CONSENT AGENDA

Minutes of the August 26, 2025 City Council Meeting.

Consideration of Resolution 25-18 authorizing the temporary closing of Guildford Street on October 31, 2025.

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

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

PROCLAMATIONS AND PRESENTATIONS

Mayor's Proclamation declaring September 15-21, 2025 as See Tracks? Think Train Week.

Mayor Pascoe 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, 39 highway-grade crossing crashes during year 2024 resulted in 3 persons killed and another 16 injured in the state of Nebraska; and

WHEREAS, pedestrian/railroad trespass incidents on railroad property during the year 2024 resulted in 1 person killed and another 6 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 15 – 21, 2025, 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, Abbey L. Pascoe, Mayor of the City of Waverly, do hereby proclaim September 15 – 21, 2025 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.

SPOT SPIRITS & DISCOUNT TOBACCO LIQUOR LICENSE APPLICATION

Public Hearing: Application for Class D Liquor License from Thistle & Pine LLC dba Spot Spirits & Discount Tobacco.

Public Hearing opened at 6:03 p.m.

Owners Callie and Scott Jungers were present and shared information. Callie Jungers, originally from Waverly, moved to Minnesota, works in demand forecasting and retail pricing; and Scott Jungers works in software development; moved back to east Lincoln. Got tired of the corporate grind and ready for new adventure with purchase of Spot Spirits. Temporary permit started yesterday, September 8. Plans to modernize facility, keep name but update the logo. Mayor Pascoe suggested the Waverly Chamber reach out; Callie Jungers advised they have ideas for Chamber.

Pascoe asked if anyone would like to make comments. No comments were heard.

Public Hearing closed at 6:07 p.m.

Consideration of application of a Class D Liquor License for Thistle & Pine LLC dba Spot Spirits & Discount Tobacco, 13851 Guildford St. Ste A.

Council Member Jespersen moved to approve application of a Class D Liquor License for Thistle & Pine LLC dba Spot Spirits & Discount Tobacco, 13851 Guildford St. Ste A. Council Member Nielson seconded the motion.

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

SHERIFF’S REPORT

None.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Minutes of the August 26, 2025 City Council Meeting

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for Payment

Claims for Payment: August 27th - September 9th, 2025
Group A

Vendor	Description	Amount
Ron & Marti Lee	Utility Deposit Refund	\$ 100.00
Brian Martin	Utility Deposit Refund	\$ 100.00
Nolan Naffziger	Utility Deposit Refund	\$ 100.00
Perry & Amy Pelc	Utility Deposit Refund	\$ 100.00
Aden Brummer	Flag football referee	\$ 120.00
ADP Fee	Payroll Fees	\$ 278.37
ADP Payroll	Payroll	\$ 51,985.16
Allo Communications	Phone/Internet Services	\$ 973.68
Barco Municipal Products Inc.	Street signs	\$ 1,054.52
Black Hills Energy	Natural gas	\$ 165.52
BOK Financial	Cert. of Participation 2020	\$ 98,818.75
Caden Cerny	Flag football referee	\$ 160.00
Colonial Life	Insurance	\$ 43.92
Continental Fire Sprinkler Co.	Annual fire inspection/backflow	\$ 260.00
Cooley Pool Company	Pool maintenance	\$ 2,624.00
Custom Cooling & Heating, Inc.	Fire department a/c repair	\$ 784.25
DataVizion, LLC	Microsoft 365 Business, Support	\$ 1,918.89
Department Accelerant LLC	Inventory software annual fee	\$ 120.00
DP Plumbing Co.	Replace effluent pump at pool	\$ 695.20
ESO Solutions	Firehouse Software	\$ 3,082.78
Hawkins, Inc.	Supplies	\$ 2,624.04
Hayden Demuth	Flag football referee	\$ 200.00
Heerman Economic Development	Economic Development Consulting Svcs	\$ 2,900.00
Hippo Equipment	Dump trailer rental	\$ 100.00
Horizon Bank	Ambulance - Payment #1	\$ 54,974.02
Horizon Bank	Monthly ACH Fees	\$ 10.00
Jaydon Pribyl	Flag football referee	\$ 240.00
JEO Consulting Group, Inc.	Comprehensive Safety Action Plan	\$ 11,915.00
Jesse Roehl	Soccer refund	\$ 75.00
John Deere Financial	Supplies	\$ 191.34
John Hancock USA	Retirement	\$ 3,588.18
Kelly Supply Company	Supplies	\$ 191.47
Kevin LaPage	Broken PVC under slab degritter	\$ 534.85
Kriha Fluid Power-Lincoln	Skid loader repair	\$ 154.68
Lancaster Co.Sheriff Office	September 2025	\$ 38,093.00
Life-Assist, Inc.	Medical Supplies	\$ 33.93
Lincoln Electric System	Electricity	\$ 5,958.78
Mammoth Station	Fuel	\$ 354.14
Matheson Tri-Gas, Inc.	Oxygen bottle rental	\$ 49.87
Midwest Laboratories, Inc.	Lab fees	\$ 133.22
Midwest Turf & Irrigation	Mower repair	\$ 595.81
Miller Seed	Double-net straw ADA ramp project	\$ 75.60
Nebraska Dept Revenue Waste	Utility sales tax & pool pass tax	\$ 11,331.61
Nebraska Generator Service	Repairs to generator	\$ 625.50
Nebraska Landscape Solutions	Fertilizer, seed mixture	\$ 4,053.22
One Call Concepts, Inc.	One-Call Service	\$ 80.98
One Source-Background Check Co	Background checks	\$ 114.00

Paul Davis Restoration, Inc.	Services	\$ 50.00
Pinnacle Bank	Parks/Pool supplies, monitors, WFR books	\$ 10,315.94
Point C	Health Reimbursement Account	\$ 1,341.00
Production Creek Specialty Adv	Employee clothing	\$ 155.00
R & M Concrete of Lincoln Inc.	ADA ramps	\$ 24,169.14
Rembolt Ludtke LLP	Real Estate Acquisitions	\$ 731.25
Rembolt Ludtke LLP	Real Estate Acquisitions & Legal Fees	\$ 3,731.25
Ryan Lawn and Tree	Sprinkler repair	\$ 735.00
S.E. Rural Fire Protection Dist.	EMS Calls	\$ 3,250.00
Sunbelt Rentals, Inc.	Lift rental	\$ 289.27
The Fort	Clothing Allowance	\$ 39.98
The Voice News	Advertising & Printing	\$ 531.08
Thiele Geotech, Inc.	Water main Oak Ln. & Danvers St.	\$ 2,076.00
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
Uribe Refuse Services	Restroom Rental	\$ 96.00
USA Blue Book	Powder pillow samples	\$ 72.57
Visual Edge IT	Copies	\$ 173.49
RecDesk	Monthly deposit charge	\$ 25.00
RecDesk	Monthly deposit charge	\$ 25.00
RecDesk	Soccer refunds (2)	\$ 100.00
RecDesk	Pool party deposit refund	\$ 100.00
	Claims Group A Total	\$ 350,834.20

Council Member Jespersen moved to approve claims in the amount of \$350,834.20. Council Member Nielson seconded the motion.

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

Treasurer's Report and Budget & Expense Report

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

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

INTRODUCTION OF RESOLUTIONS

Consideration of Resolution 25-18 authorizing the temporary closing of Guildford Street on October 31, 2025.

Consent Agenda.

RESOLUTION NUMBER 25-18

RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF GUILDFORD STREET FROM 160 FEET WEST OF N 140th STREET WEST TO 260 FEET SOUTHEAST OF HIGHWAY 6 BY 4:30 PM ON OCTOBER 31, 2025

WHEREAS, the Waverly Chamber of Commerce has requested approval to hold their Halloween Trick or Treat Event on October 31, 2025, and

WHEREAS, they have requested the temporary closing of Guildford Street from 160 feet west of N 140 Street to 260 feet southeast of Highway 6 before or during the event due to the number of pedestrians, and

WHEREAS, the City of Waverly has agreed to provide the necessary signage barricades to prohibit vehicular traffic from 160 feet west of N 140th Street to 260 feet southeast of Highway 6 with the understanding that the Waverly Chamber of Commerce Members install the barricades by 4:30 p.m. on October 31, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WAVERLY, NEBRASKA that barricades be provided and placed by 4:30 p.m. on October 31, 2025 to prohibit vehicular traffic except emergency vehicles from 160 feet west of N 140th Street to 260 southeast of Highway 6 from 4:30 p.m. until 7:00 p.m. on October 31, 2025.

PASSED AND APPROVED THIS 9TH DAY OF SEPTEMBER, 2025.

INTRODUCTION OF ORDINANCES

Consideration of the Third and Final Reading of Ordinance 25-14, 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 Jespersen moved to approve Third and Final Reading of Ordinance 25-14, 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.

City Attorney Fahleson read the ordinance by title:

ORDINANCE NUMBER 25-14, AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE V, CHAPTER 51, SECTION 51.09 OF THE WAVERLY MUNICIPAL CODE: WATER; RATES

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

ORDINANCE NUMBER 25-14

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”	\$18.64	\$19.94
	¾”	\$18.77	\$20.08
	1”	\$19.12	\$20.46

1.5"	\$42.24	\$45.20
2"	\$69.10	\$73.94
3"	\$152.12	\$162.77
4"	\$247.74	\$265.08

2. Two dollars and ~~five twenty~~ cents (\$~~2.0520~~) 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 ~~sixty-four eighty-three~~ cents (\$~~2.6483~~) 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 thirty-one fifty-four~~ cents (\$~~3.3154~~) 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"	\$37.28	\$39.88
	3/4"	\$37.54	\$40.16
	1"	\$38.24	\$40.92
	1.5"	\$84.49	\$90.40
	2"	\$138.20	\$147.88
	3"	\$304.24	\$325.54
	4"	\$495.47	\$530.16

2. Four dollars and ~~ten forty~~ cents (\$~~4.1040~~) 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. Five dollars and ~~twenty-eight sixty-six~~ cents (\$~~5.2866~~) 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 Seven dollars and sixty-two eight~~ cents (\$~~6.627.08~~) 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. Two dollars and ~~five twenty~~ cents (\$~~2.0520~~) shall be charged per thousand gallons of water used up to ten thousand (10,000) gallons per calendar month, and

3. Two dollars and ~~sixty-four~~ ~~eighty-three~~ cents (\$2.~~6483~~) shall be charged per thousand gallons of water used from 10,001 to 20,000 gallons per calendar month,
 4. ~~Three dollars and thirty-one~~ ~~fifty-four~~ cents (\$3.~~3154~~) 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. ~~Four~~ dollars and ~~ten~~ ~~forty~~ cents (\$4.~~1040~~) shall be charged per thousand gallons of water used up to ten thousand (10,000) gallons per calendar month, and
 3. ~~Five~~ dollars and ~~twenty-eight~~ ~~sixty-six~~ cents (\$5.~~2866~~) shall be charged per thousand gallons of water used from 10,001 to 20,000 gallons per calendar month,
 4. ~~Six~~ ~~Seven~~ dollars and ~~sixty-two~~ ~~eight~~ cents (\$6.~~627.08~~) 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; 24-07, 09/24/24)*

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, 2025.

PASSED AND APPROVED THIS 9TH DAY OF SEPTEMBER, 2025.

Consideration of the Third and Final Reading of Ordinance 25-15, 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 Jespersen moved to approve Third and Final Reading of Ordinance 25-15, 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.

City Attorney Fahleson read the ordinance by title:

ORDINANCE NUMBER 25-15, 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

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

ORDINANCE NUMBER 25-15

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"	\$36.17	\$36.89
	3/4"	\$36.17	\$36.89
	1"	\$36.17	\$36.89
	1.5"	\$47.84	\$48.80
	2"	\$55.48	\$56.59
	3"	\$72.46	\$73.91
	4"	\$113.23	\$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 (\$3.529) 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, 2025.

PASSED AND APPROVED THIS 9TH DAY OF SEPTEMBER, 2025.

Consideration of the Second Reading of Ordinance 25-16 Assigning the Waverly Ridge Estates Subdivision to Ward 2; and Amending Chapter 30 Section 30 of the Waverly Municipal Code relating to Division of Wards 1 and 2.

Council Member Jespersen moved to approve Second Reading of Ordinance 25-16 Assigning the Waverly Ridge Estates Subdivision to Ward 2; and Amending Chapter 30 Section 30 of the Waverly Municipal Code relating to Division of Wards 1 and 2. Council Member Nielson seconded the motion.

City Attorney Fahleson read the ordinance by title:

ORDINANCE 25-16, AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA ASSIGNING THE WAVERLY RIDGE ESTATES SUBDIVISION TO WARD 2; AND AMENDING CHAPTER 30,

SECTION 30, OF THE WAVERLY MUNICIPAL CODE RELATING TO DIVISION OF WARDS 1 AND 2.

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

Consideration of the Second Reading of Ordinance 25-18 Amending Waverly Zoning Regulations, Article 6, Supplemental Use Regulations: Residential Uses and Miscellaneous Uses.

Council Member Jespersen moved to approve Second Reading of Ordinance 25-18 Amending Waverly Zoning Regulations, Article 6, Supplemental Use Regulations: Residential Uses and Miscellaneous Uses. Council Member Nielson seconded the motion.

City Attorney Fahleson read the ordinance by title:

ORDINANCE NUMBER 25-18, AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO AMEND THE WAVERLY ZONING REGULATIONS, ARTICLE 6, SUPPLEMENTAL USE REGULATIONS

Council Member Jespersen moved to suspend the rules and waive the requirement of three readings and move to Third and Final reading of Ordinance 25-18. Council Member Nielson seconded the motion. The following Council Members voted “YEA”: Jespersen, Nielson, Delahoyde, and Stark. The following Council Members voted “NAY”: None. Motion Carried. 4-0.

Vote to pass Ordinance 25-18 Amending Waverly Zoning Regulations, Article 6, Supplemental Use Regulations: Residential Uses and Miscellaneous Uses, the following Council Members voted “YEA”: Nielson, Delahoyde, Stark, and Jespersen. The following Council Members voted “NAY”: None. Motion Carried. 4-0.

ORDINANCE NUMBER 25-18

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO AMEND THE WAVERLY ZONING REGULATIONS, ARTICLE 6, SUPPLEMENTAL USE REGULATIONS

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

Section 1. Whereas, that Section 11.603, Supplemental Use Regulations: Residential Uses, contained within Article 6 of the Waverly Zoning Regulations is hereby amended to read as follows:

11. 603 Supplemental Use Regulations: Residential Uses

a. Zero-Lot Line Single-Family Residential

Within a common development, one interior side yard may be equal to zero for single-family detached residential use, subject to the following additional regulations:

1. The side yard opposite to the zero yard must equal at least twice the normal required minimum side yard and must taken by itself comply with all side yard requirements for the zoning district.

2. The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the common development; or not otherwise designated for zero lot line use.
3. An easement for maintenance of the zero lot line facade is filed with the Lancaster County Register of Deeds and the City Clerk at the time of application for a building permit.

b. Townhouse Residential

Where permitted, townhouse residential is subject to the following regulations:

1. The minimum width for any townhouse lot sold individually shall be 25 feet, except within an approved creative subdivision.
2. Coverage percentages are computed for the site of the entire townhouse common development.

c. Downtown Residential and Group Residential Uses in the DC District

Downtown Residential and Group Residential uses are permitted in the DC District subject to the following conditions:

1. Downtown and Group Residential uses are permitted in the DC District only on levels above street level except that a unit specifically designed for occupancy by disabled residents may be developed at street level, subject to approval by the Planning Commission.
2. Residents of units must be informed by the owner of the building that lawful commercial uses have priority over residential uses.
3. All upper level apartments must have two separate means of egress.
4. One parking space marked and reserved for tenants must be provided for each unit. This parking space shall be located within a maximum distance of 300 feet of the unit.

d. Group Residential

Where permitted, Group Residential use must comply with the following requirements:

1. Within the AG, RR, R-1, R-2, and MH districts, no more than six persons in addition to the family of the owner shall be permitted to reside in an owner-occupied dwelling unit. No more than five persons shall be permitted to reside in a non owner-occupied dwelling unit.
2. Within the R-3 and R-4 districts, no more than ten persons in addition to the family of the owner shall be permitted to reside in an owner-occupied dwelling unit. No more than seven persons shall be permitted to reside in a non owner-occupied dwelling unit.
3. A minimum of 250 square feet must be provided in the dwelling unit for each resident.

e. Mobile Home Parks

In the MH Mobile Home Residential District, which permits mobile home residential use, such use may be configured in a Mobile Home Park or Mobile Home Subdivision. Following the effective date of this Ordinance, no mobile home shall be located outside of a Mobile Home Park or Mobile Home Subdivision. A Mobile Home Park is subject to approval as a Special Use by the Planning Commission and compliance with the following regulations:

1. Certification

A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection and any other applicable requirements shall be issued by the Zoning Administrator prior to the occupancy of any new Mobile Home Park or any expansion of an existing Mobile Home Park.

2. Minimum and Maximum Area

A Mobile Home Park shall be considered to be one zoned lot. The contiguous area of a Mobile Home Park shall have a minimum of 2.5 acres and a maximum of 15 acres.

3. Density Requirements

- (a) The minimum gross site area per dwelling unit shall be 5,000 square feet.
- (b) The minimum size of an individual mobile home space shall be 4,000 square feet for single-wide mobile home units and 6,000 square feet for double-wide mobile home units.
- (c) Each mobile home space shall have a width of at least 50 feet wide and a length of at least 80 feet.

4. Site Development Standards

- (a) Setbacks: Each Mobile Home Park shall have a minimum perimeter setback of 30 feet from adjacent non-residential uses and 50 feet from adjacent residential uses. No space for a dwelling unit or any other structure shall be permitted in the required setback.
- (b) Setback landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Section 8 of this Ordinance. Screening shall be provided in conformance with Article 8 for any common property line with another non-residential use.
- (c) Impervious Coverage: Impervious coverage for a Mobile Home Park shall not exceed 50 percent of the total site area.
- (d) Open Space: Each Mobile Home Park shall provide a minimum of 400 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians. Required perimeter setbacks or buffers shall not be credited toward the fulfillment of this requirement.
- (e) Separation Between Mobile Home Units: The minimum separation between a mobile home unit and attached accessory structure and any other mobile home units and/or accessory structure shall be 15 feet.

(f) Separation and Setbacks for Accessory Buildings: An accessory building on a mobile home space maintains a minimum rear and side yard setback of five feet. A minimum distance of ten feet shall be provided between any mobile home and an unattached accessory building.

5. Street Access and Circulation Requirements

(a) Access to Public Street: Each Mobile Home Park must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.

(b) Vehicular Circulation: The Mobile Home Park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 300 feet in length.

(c) Separation between Units and Circulation Areas: The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.

(d) Sidewalks: Each Mobile Home Park shall provide a sidewalk system to connect each mobile home space to common buildings or community facilities constructed for the use of its residents; and to the fronting public right of way. Sidewalk width shall be at least four feet.

(e) Street and Sidewalk Standards: All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.

(f) Parking Requirements: Each Mobile Home Park must provide at least two off-street parking stalls for each mobile home space.

6. Tornado Shelters: Underground tornado shelters shall be provided in the Mobile Home Park. Such shelter or shelters shall be built according to the recommendations of the Emergency Management authority and be large enough to meet the specific needs of the park and its residents.

7. Utilities

(a) All Mobile Home Parks shall provide individual units and common facilities with an adequate, piped supply of water for both drinking and domestic purposes; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each mobile home space.

(b) Complete sanitary and sewer service shall be provided within each Mobile Home Park in accordance with the Subdivision Chapter of the Land Development Ordinance.

(c) Properly spaced and operating fire hydrants shall be provided for proper fire protection within each Mobile Home Park in accordance with the Subdivision Chapter of the Land

Development Ordinance and other applicable city codes and public improvement design standards.

(d) All electric, telephone, gas, and other utility lines shall be installed underground.

8. Financial Responsibility: Each application for a Mobile Home Park shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
9. Completion Schedule: Construction must be begin on any approved Mobile Home Park within one year of the date of approval by the Planning Commission. Such construction shall be completed within two years of approval, unless otherwise extended by the Commission.
10. All other uses and provisions of the Waverly Mobile Home Park regulations are incorporated herein by reference. These provisions include tie-down and other structural requirements included in the Waverly Municipal Codes.

f. Mobile Home Subdivisions

1. Mobile Home Subdivisions shall be developed in accordance with all standards and requirements set forth in the Subdivision Chapter of the Land Development Ordinance of Waverly. Site development regulations shall be the same as those required in the R-2 Zoning District. Each mobile home shall be considered a single-family detached residential unit for the purpose of determining applicable development regulations.
2. Mobile home units within Mobile Home Subdivisions shall be built in accordance with the minimum design standards of the US Department of Housing and Urban Development and display a certification of such compliance.
3. Mobile Home Subdivisions shall provide tornado shelter facilities as required by Section 603 f(5).
4. The minimum size of a mobile home subdivision shall be ten (10) acres.

g. Earth-Sheltered Residences

No subterranean or basement structure shall be occupied for residential purposes, except for those that meet the following requirements as earth-sheltered residences:

1. The living area shall be provided with exterior windows and/or skylights with a total glassed area of at least 10% of the gross floor area of the residence. Such windows or skylights shall give direct access to natural light and open space.
2. All earth sheltered residences shall conform to the development regulations for their respective zoning districts.
3. An outdoor space shall be provided immediately outside one wall of the residence that has:

- a) A minimum size of 500 square feet.
- b) A minimum width of 20 feet.
- c) An average grade elevation no more than 2 feet above or below the finished floor elevation of the residence.
- 4. All earth-sheltered residences shall have structural systems designed by a professional structural engineer and shall have plans signed and approved by such engineer.
- h. Homestead Exemptions (*Est. by Ord. 01-01, 1/3/01*)

A lot or parcel of land of five acres or more located within an AG District may be used for a single-family dwelling, provided that a residential structure:

- 1. has existed on such land for more than five years;
- 2. such structure is, or has been, used as the primary residence associated with a farm;
- 3. is in conformance with other provisions of the zoning codes, the minimum building codes, and the minimum standards for water and sewage facilities and does not represent a hazard to the health and safety of occupants;
- 4. have been properly platted and subdivided; and
- 5. leaves a balance of twenty or more acres for each parcel of land platted.

Section 3. Whereas, that Section 11.605, Supplemental Use Regulations: Civic Uses, b. Day Care, contained within Article 6 of the Waverly Zoning Regulations is hereby amended to read as follows:

b. Day Care

- 1. Limited Day Care uses are permitted on residential lots and may be operated by the occupant of a dwelling unit on the site.
- 2. Day care facilities are permitted by Special Use permit in the GI General Industrial Zoning District only if incidental to a permitted primary use.
- 3. Day care centers accommodating more than four children or adults shall conform with all requirements and licensures of the State of Nebraska.

Section 4. Whereas, that Section 11.612 Supplemental Use Regulations: Miscellaneous Uses, contained within Article 6 of the Waverly Zoning Regulations is hereby amended to read as follows:

INSERT: d. Swimming Pools

- 1. Permit Required: Building permits are required for all pools, spas, and hot tubs which have a maximum depth of greater than twenty-four inches (24”).
- 2. Barrier Requirement: The following is required for any pool, spa, and hot tub greater than 24” in maximum depth:

- (a) A barrier with a minimum height of four feet (4') or forty-eight inches (48").
- (b) Any openings in the barrier shall not allow the passage of a four-inch (4") diameter sphere
- (c) Access gates shall be of the self- closing, self-latching type and shall be equipped to accommodate a locking device

Exception: Spas or hot tubs with a safety cover which comply with ASTM F 1346 shall be exempt from the above barrier requirements.

3. Location and Setbacks:

- (a) Pools, spas, and hot tubs shall not be allowed within the required front yard of any lot.
- (b) Pools, spas, and hot tubs shall be located a minimum of five feet (5') from any side and/or rear lot line.
- (c) Pools shall be located a minimum of six feet (6') from the foundation of any building, principal structure, and/or accessory structure.

Section 5. That any ordinance in conflict with this ordinance is hereby repealed.

Section 6. 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 9TH DAY OF SEPTEMBER, 2025.

Consideration of the Second Reading of Ordinance 25-19 Amending Waverly Zoning Regulations, Article 7, Supplemental Site Development Regulations.

Council Member Jespersen moved to approve the Second Reading of Ordinance 25-19 Amending Waverly Zoning Regulations, Article 7, Supplemental Site Development Regulations. Council Member Nielson seconded the motion.

City Attorney Fahleson read the ordinance by title:

ORDINANCE NUMBER 25-19, AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO AMEND THE WAVERLY ZONING REGULATIONS, ARTICLE 7, SUPPLEMENTAL SIGHT DEVELOPMENT REGULATIONS

Council Member Jespersen moved to suspend the rules and waive the requirement of three readings and move to third and final reading of Ordinance 25-19. Council Member Nielson seconded the motion. The following Council Members voted "YEA": Delahoyde, Stark, Jespersen, and Nielson. The following Council Members voted "NAY": None. Motion Carried. 4-0.

Vote to pass Ordinance 25-19 Amending Waverly Zoning Regulations, Article 6, Supplemental Use Regulations: Residential Uses and Miscellaneous Uses, the following Council Members voted "YEA": Stark, Jespersen, Nielson, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE NUMBER 25-19

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO AMEND THE WAVERLY ZONING REGULATIONS, ARTICLE 7, SUPPLEMENTAL SIGHT DEVELOPMENT REGULATIONS

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

Section 1. Whereas, that Section 11.704 Setback Adjustments, b. Encroachments on Required Yards, contained within Article 7 of the Waverly Zoning Regulations is hereby amended to read as follows:

b. Encroachments on Required Yards

Every part of a required yard shall be open and unobstructed from finished grade upward, except as specified herein.

1. Architectural projections, including roofs which cover porches, enclosed porches, window sills, belt courses, cornices, eaves, flues and chimneys, and ornamental features may project three feet into a required yard.
2. Terraces, patios, uncovered decks, and ornamental features which have no structural element more than two feet above or below the adjacent ground level may project ten feet into a required yard. However, all such projections must be set back at least three feet from an adjacent side lot line; or twenty feet from any street property line.
3. Fire escapes, fireproof outside stairways, and balconies opening to fire towers may project a maximum of 3 feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings.
4. For buildings constructed upon a front property line, a cornice may project into public right-of-way. Maximum projection is the smaller of four feet or five percent of the right-of-way width.
5. In commercial districts, a canopy may extend into a required front yard, provided that the canopy is set back at least five feet from the front property line, covers less than fifteen percent of the area of the required front yard, and has a vertical clearance of at least eight feet six inches.
6. Accessory structures are subject to all site development regulations of its zoning district, except as provided below: (Amended by Ord. 02-07, 3-4-02; Ord. 04-02, 4-19-04; Ord. 04-10, 9-7-04; Ord. 11-06, 4-5-11)
 - (a) Side Yards: An accessory structure may be located a minimum of five feet from the side lot line of the property if it is located between the rear building line of the principal building and the rear property line.
 - (b) Front Yards: No accessory structure may be located between the front building line of the principal building and the front property line.
 - (c) Rear Yard: The minimum rear yard setback for accessory structures shall be 5 feet. This minimum rear yard setback shall be increased to 15 feet if the accessory structure is a garage with a vehicular entrance door that is directly oriented toward an alley. Double-

frontage lots shall require front-yard setbacks along both street frontages as set forth in Table 4-3. Easements may be incorporated into these required setbacks. No accessory structure shall be located within any easement or right-of-way along the rear property line.

(d) Maximum Size: The number of accessory structures for a residential zoned district shall be limited to no more than two accessory structures per residence, except for lots one-half acre or more in which case up to three accessory structures per residence may be permitted. The maximum total floor space of all attached and detached garages and storage buildings shall not exceed the smaller of 2000 square feet or the square footage contained in the footprint of the principal structure. The maximum building coverage for all structures on a residential lot shall not exceed the limits specified in Table 4-3. All accessory structures on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any required rear yard except for irregular size lots that shall comply with the maximum building coverage for the specific zoning.

(e) Height: The height of an accessory structure shall not exceed the height of the principal structure on the lot. Any accessory structures located within 15' of the property line shall have a maximum height of 15', if placed more than 15' away from any side or rear property line, the structure can have a maximum height of 20'. The maximum height of any accessory structure shall not exceed 20 feet.

(f) Foundations: All accessory structures shall be built with a permanent foundation system that will keep the structure securely fastened in-place. Any accessory structure not built on a permanent foundation is considered a temporary structure, and is not allowed.

(g) Footings: Footings that extend below the frost line, (36" below grade), are required on all accessory structures except those with a floor area of less than 400 SF.

(h) Separation from Other Buildings: No accessory structure shall be placed within ten feet of any other building on its own property or any adjacent properties.

(i) Attached Accessory Buildings: Any accessory structure physically attached to the principal building shall be considered part of the principal building and subject to the development regulations of its zoning district.

(j) Effect on Adjacent Properties: If an adjacent lot is built upon, the accessory structure must be entirely to the rear of the line of any principal building on such adjacent lot. No accessory building shall damage adjacent property by obstructing views, inhibiting solar access, or hindering ventilation.

(k) Hazards: Any accessory use which creates a potential fire hazard shall be located a minimum of 10 feet from any residential structure. Such uses include but are not limited to detached fireplaces, barbecue ovens, or storage of flammable materials.

(l) No accessory building shall be built upon any lot until construction of the principal building has begun.

(m) Appearance: The exterior appearance of all accessory structures shall be architecturally harmonious with the main residential structure and consistent with the design, scale, and appearance of the primary structure. Materials that are used to construct the accessory

structure shall be exterior grade wood or better of similar appearance and durability to that of the principal structure.

(n) Carports: A carport is a covered structure used to offer limited protection to vehicles, primarily cars, from the elements. The structure can either be free standing or attached to a wall. Carports that are not architecturally connected to the principal residence by similar appearance and materials are prohibited. This includes but is not limited to metal framed structures with metal roofs, post and beam structures with a low slope roof, or a low slope roof attached to another structure or between structures.

(o) Garage Setbacks: Any garage that fronts on a public street must be set back at least 25 feet from such street, regardless of the setback requirement within the zoning district. This shall not be interpreted to waive a larger required minimum setback required by the zoning district.

7. Lamp posts with a maximum height of ten (10) feet, and flagpoles up to maximum height of base district may be located within required yards, provided they are set back at least five (5) feet from property lines.

Section 3. Whereas, that Section 11.704 Setback Adjustments, f. Satellite Antennas, 1., contained within Article 7 of the Waverly Zoning Regulations is hereby amended to read as follows:

1. Each dwelling unit shall have no more than one satellite antenna.

Section 4. Whereas, that Section 11.704 Setback Adjustments, g. Vision Clearance Zones, contained within Article 7 of the Waverly Zoning Regulations is hereby amended to read as follows:

g. Vision Clearance Zones

Except in the DC District, no structure, including a fence, shall be built to a height of more than thirty inches (30") above the established curb grade on the part of the lot within the vision clearance zone. The vision clearance zone shall be a triangle measured from the point of intersection of the centerline of the streets to a point 90 feet in each direction from the intersection along such centerlines. At the intersection of major streets, the 90-foot distance shall be increased to 120 feet. No landscaping shall be planted in such area which will materially obstruct the view of drivers approaching the street intersection. See 11.707d for Sight Obstruction at Street Intersections.

Section 5. Whereas, that Section 11.705 Height Exceptions, b. Amateur Radio Towers and Federal Communication Commission Pronouncements, 2., contained within Article 7 of the Waverly Zoning Regulations is hereby amended to read as follows:

2. Special instances may require that amateur radio tower heights exceed 75 feet to achieve effective and reliable communications. In such cases, the Board of Adjustment may grant a Special-Use Permit to a licensed amateur radio operator for a specific tower height that exceeds 75 feet. In determining whether to grant such permission, the City Council shall consider the federal guidelines contained in PRB-1 (Amateur Radio Preemption, 101 FCC 2d (1985); codified at C.F.R. Section 97.15(e).

Section 6. Whereas, that Section 11.707 Fence Regulations, d. Sight Obstructions at Street Intersections, 3., contained within Article 7 of the Waverly Zoning Regulations is hereby amended to read as follows:

INSERT: 3. At intersections of a sidewalk and residential driveway, the intersection sight triangle shall be defined as a triangle whose legs extend 15 feet back from the sidewalk along the driveway, and 20 feet parallel to and along the back of the sidewalk back from the intersecting driveway.

Section 7. Whereas, that Section 11.707 Fence Regulations, h. Protective Fences around Swimming Pools, contained within Article 7 of the Waverly Zoning Regulations is hereby amended to read as follows:

h. Protective Fences around Swimming Pools, Spas, and Hot Tubs

See Section 11.612 for swimming pool barrier requirements.

Section 8. Whereas, that Section 11.707 Fence Regulations, i. Residential Fences, contained within Article 7 of the Waverly Zoning Regulations is hereby amended to read as follows:

i. Residential Fences

Fences constructed within residential districts or on land used for residential purposes are subject to the following provisions.

1. Height: The maximum height of a fence within a required front yard or street side yard setback shall be 42 inches. The maximum height for any fence outside of a required front yard shall be six feet.
2. Exception for Street Side Yards: On corner lots, a fence built parallel to the street side yard line but set back in conformance with the required street yard setback may have a maximum height of six feet.
3. Exception to Openness Requirement: Fences built on residential property outside of required front or street side yards may exceed 50 percent of closed construction.
4. Exception for Front Yards of Double Frontage Lots: A fence built within the required front yard of a double frontage lot may be a maximum of six feet in height and may exceed 50 percent closed construction if such lot fronts an arterial street or expressway, as defined in the Comprehensive Development Plan of the City of Waverly; and if such frontage does not provide primary access to the property.
5. Exception for Separate Districts: A fence separating a residential lot from a commercial or industrial lot may be a height of 8'.
6. Materials: Fences shall be constructed of wood, chain-link, PVC/resin, stone or masonry materials, or ornamental metals only. Wood fences shall utilize standard building lumber only. Barbed wire and/or electrified fences are not permitted, and are defined as any fence that includes in its material barbs, blades, razors, electric current or other features specifically designed to injure or abrade an individual or animal who attempts to negotiate the fence. Wire mesh fences may be

permitted to enclose tennis courts and game and recreation areas on public land and residential lots. Other materials may be used if approved by the Building Inspector.

Section 9. That any ordinance in conflict with this ordinance is hereby repealed.

Section 10. 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 9TH DAY OF SEPTEMBER, 2025.

Consideration of the Second Reading of Ordinance 25-20 Amending Waverly Zoning Regulations, Article 9, Off-Street Parking Requirements.

Council Member Jespersen moved to approve Second Reading of Ordinance 25-20 Amending Waverly Zoning Regulations, Article 9, Off-Street Parking Requirements. Council Member Nielson seconded the motion.

City Attorney Fahleson read the ordinance by title:

ORDINANCE NUMBER 25-20, AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO AMEND THE WAVERLY ZONING REGULATIONS, ARTICLE 9 OFF-STREET PARKING

Council Member Jespersen moved to suspend the rules and waive the requirement of three readings and move to Third and Final reading of Ord 25-20. Council Member Nielson seconded the motion.

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

Vote to pass Ordinance 25-20 Amending Waverly Zoning Regulations, Article 9, Off-Street Parking Requirements, the following Council Members voted "YEA": Nielson, Delahoyde, Stark, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 4-0.

ORDINANCE NUMBER 25-20

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO AMEND THE WAVERLY ZONING REGULATIONS, ARTICLE 9 OFF-STREET PARKING

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

Section 1. Whereas, that Section 11.909 Parking for Personal and Recreational Vehicles, b. Location of Parking, 1. (c), contained within Article 9 of the Waverly Zoning Regulations is hereby amended to read as follows:

(c) The parking of motor vehicles and/or towed trailers, Recreational Vehicles (RV's), boats, or other recreational equipment shall not be permitted in the front, rear, or side yards of a platted lot unless they are parked on a paved surface.

Section 2. Whereas, that Section 11.909 Parking for Personal and Recreational Vehicles, c. Special Provisions for Recreational Vehicles and Boats, contained within Article 9 of the Waverly Zoning Regulations is hereby amended to read as follows:

c. Special Provisions for Recreational Vehicles and Boats

Parking and storage of recreational vehicles and boats within residential districts is subject to the following additional conditions. These conditions are in addition to those requirements for the parking of Personal Vehicles.

1. Recreational vehicles and boats must be maintained in a clean, well-kept state.
2. Recreational vehicles and boats equipped with liquefied petroleum gas containers must ensure that such containers must meet the current standards of the Interstate Commerce Commission, the United States Department of Transportation, or the American Society of Mechanical Engineers. Any valves must be closed at all times that the vehicle is not in preparation for immediate use. Leaks in containers must be repaired immediately.
3. Recreational vehicles may be used as temporary parking by non-paying guests for a maximum of three consecutive days or fourteen days total during any calendar year. Cooking in the recreational vehicle is prohibited at all times.
4. Recreational vehicles and boats may not be connected to utility lines for any period that exceeds 30 consecutive days.
5. Recreational vehicles and boats may not be used for the storage of goods, materials, or equipment other than those items which pertain to the use of the vehicle.
6. If feasible on a lot, recreational vehicles and boats shall be parked outside of the required front yard and street side yard setbacks.
7. Recreational Vehicles and boats may be parked not less than two feet from the front property line, and not less than two feet from the side and/or rear lot lines of the property.
8. No part of any parked recreational vehicle or boat may extend over a public sidewalk or public right-of-way.

Section 3. That any ordinance in conflict with this ordinance is hereby repealed.

Section 4. 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 9TH DAY OF SEPTEMBER, 2025.

INTRODUCTION OF BUSINESS AND COMMUNICATIONS

Consideration of Agreement with JEO Consulting Group, Inc. for Professional Services for Waverly Industrial Park - Plat Review in an amount not to exceed \$11,490.00.

Council Member Jespersen moved to approve Agreement with JEO Consulting Group, Inc. for Professional Services for Waverly Industrial Park - Plat Review in an amount not to exceed \$11,490.00. Council Member Nielson seconded the motion.

City Administrator Fisher provided information on the engineering process of public improvements. Fisher advised the developer will reimburse the city for these services; this tract of land has been zoned General Industrial for quite some time.

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

Consideration of the purchase of a John Deere Gator XUV 845M HVAC and V Snow Plow from AKRS Equipment Solutions for the Parks Department in an amount not to exceed \$5,729.39, with trade in of 2019 John Deere 3046R.

Council Member Jespersen moved to approve the purchase of a John Deere Gator XUV 845M HVAC and V Snow Plow from AKRS Equipment Solutions for the Parks Department in an amount not to exceed \$5,729.39, with trade in of 2019 John Deere 3046R. Council Member Nielson seconded the motion.

City Administrator Fisher stated this is in the 2025-26 budget; will not take delivery until end of October but if we wait, we will not get this until January 2026 and parks plans to use this for snow removal this season. Fisher added the public works department will trade in their 4000 series tractor for a snow machine at some point. Council Member Nielson stated let’s keep Waverly clean and safe.

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

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Stark

Council Member Stark reported we had a Parks meeting last night and had great discussion. Justin Evertson along with an intern spoke about our trees, and the diversity of our trees in age and species is unique, which is really great. We discussed how Waverly is an Arboretum and a lot of people don't know about that. There was discussion on tree care and some potential planting of new trees; we have 15 new trees that need to be planted.

Stark reported Premier Pools drained and closed the Aquatic Center and winterized the pumps and pump house. Extra weekends were new this year and the doggie splash had about 20 dogs; both events successful. Flag football started on August 23, playing Saturdays from 8am-2pm. Soccer starts September 9, playing Tuesday and Thursday evenings. Council discussed registration numbers. Council Member Jespersen suggested a survey for past registrants. Mayor Pascoe stated women’s volleyball registration is open and is different than our previous coed volleyball league. It will be women’s volleyball from October to December and then coed volleyball January to around March. Stark added there will also be a 3-on-3 basketball league. Pascoe added there are some great things coming out of the parks department.

Stark reported Deputy Brownell attended the meeting and spoke about safety in the parks—specifically Wayne Park—and shared issues with park hours and lighting. Council Member Delahoyde brought up cameras and Stark advised cameras weren’t discussed. Stark added Brownell discussed the transient population that comes through—three in last 5-6 weeks—and would prefer if we could change the hours of the park from 5am-10pm that gives the sheriff a legal reason to remove people.

Public Works (Utilities & Street): Council Member Delahoyde

Council Member Delahoyde reported they cleaned out the flow liner at N 135th and Jamestown Street. Continued to mow all areas. Had to make repairs to the north clarifier skimmer arm at the wastewater treatment facility. The Oak Lane and Folkestone water main project is mostly done, just working on yard leveling, seeding, and sprinkler repairs. They sewer-jetted the Riley addition, and N 140th and Cavalier/Bailie and Deer Park Road. Replaced pump #6 on aeration ditch that failed. Changed

oil and service the caterpillar track skid. Continued to take tri-annual lead and copper samples from individual homes. Council Member Nielson made positive comments about K2 recent grass re-application. City Administrator Fisher stated we are in process of going through the punch list first prior to the final walk-through.

Public Health (Fire & Safety): Council Member Jespersen

Council Member Jespersen reported there were recent personnel changes at the fire department. Fire Chief Hoffman advised at the meeting last night I named some officers for the fire department: Greg Gerlach as Waverly #3, Caleb Bishop is a captain and will be Waverly #4, and Mike McClellan will be Waverly #5. McClellan is going to focus on the EMS side of training and Gerlach and Bishop will be on the fire side of training. I still have some others to contact to assist on training; stay tuned. Hoffman shared information on a few new potential recruits.

Fiscal and Economic Development: Council Member Nielson

No report.

City Administrator Fisher

City Administrator Fisher reported on the preliminary budget presentation, more formal at the next council meeting at the budget hearing. Fisher advised this will require us to attend the pink postcard hearing, received in the mail; Fisher shared information to be shared at the Joint Public Hearing. Fisher went through a list of major projects for the 2025-26 Annual Budget.

EXECUTIVE SESSION

Council Member Nielson moved to enter Executive Session to protect the public interest, to receive legal advice, and to discuss negotiation strategy relating to possible real estate acquisitions. Council Member Jespersen seconded the motion.

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

City Administrator Fisher declared Closed Session at 6:50 p.m. Those present in Executive Session were Pascoe, Nielson, Jespersen, Stark, Delahoyde, City Administrator Fisher, Attorney Fahleson, City Clerk Frye. No action was taken during Executive Session.

City Attorney Fahleson declared Open Session 6:59 p.m.

Nielson moved to leave Executive Session at 6:59 p.m. Jespersen seconded the motion.

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

ADJOURNMENT

Council Member Nielson moved to adjourn the meeting at 6:59 p.m. Council Member Stark seconded the motion.

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

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Assistant

**MINUTES OF A WAVERLY CITY COUNCIL QUARTERLY PLANNING MEETING HELD
ON SEPTEMBER 10, 2025**

CALL TO ORDER

Mayor Abbey Pascoe called the Meeting to order at 5:14 p.m. and acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Pascoe and Council Members Aaron Delahoyde, David Jespersen, Dave Nielson, and Allison Stark were in attendance. Other City Officials present were City Administrator Stephanie Fisher and City Clerk Megan Frye. Also in attendance were Economic Development Coordinator Kent Heermann. 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).

PUBLIC COMMENTS

None.

QUARTERLY PLANNING DISCUSSION

CAPITAL IMPROVEMENT PLAN

Discussion of short-term and long-term capital improvement projects and current budgeted items. Council Member Nielson left the meeting at 6:12 p.m.

ADJOURNMENT

The meeting was adjourned at 7:23 p.m.

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Asst.

MINUTES OF A WAVERLY CITY COUNCIL MEETING AND WAVERLY SUBURBAN FIRE DISTRICT MEETING HELD ON SEPTEMBER 16, 2025

CALL TO ORDER

Council President David Jespersen called the meeting to order at 6:01 p.m. and acknowledged the Open Meetings Act Poster located near the entrance of the VFW Post 9875 meeting hall. Council Members David Jespersen, Dave Nielson, Aaron Delahoyde, and Allison Stark were in attendance. Waverly Suburban Fire District Members present were President Dick Dames, Secretary/Treasurer John Catsinas, and Berneal Warner. Other City Officials present were City Administrator Stephanie Fisher. Others present were Fire Chief/Emergency Services Coordinator Robin Hoffman and Fire Department Members Jared Rains, Ryan Mueller, Greg Gerlach, Mike McClellan and Bill Gerdes. Mayor Abbey Pascoe arrived at 6:07 p.m. 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).

DISCUSSION OF CONCEPTUAL DESIGN OF THE WAVERLY FIRE STATION

Discussion of current conceptual design elements of the fire station rendering. Review of information gathered from recent fire station tours of neighboring communities.

ADJOURNMENT

Council Member Jespersen moved to adjourn the meeting at 8:04 p.m. Council Member Nielson seconded the motion.

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

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Assistant

Claims for Payment: September 9th - 23rd , 2025

Group A			
Vendor	Description	Amount	Date Paid
Aden Brummer	Flag football ref	\$ 160.00	
ADP Fee	Payroll Fees	\$ 136.47	9/26/2025
ADP Payroll	Payroll	\$ 40,405.52	9/19/2025
Barco Municipal Products Inc.	Square posts	\$ 1,230.00	
Blue Cross Blue Shield NE	Health Insurance	\$ 16,819.22	10/1/2025
Caden Cerny	Flag football ref	\$ 200.00	
Carquest Auto Parts	Skid steer oil, fuel line clamp set, sleeve retainer	\$ 206.78	
Core & Main	Meter & Readout Purchase	\$ 4,622.29	
Cubby's, Inc.	Fuel	\$ 3,594.19	
D.P. Sawyer, Inc.	Streets-line markings	\$ 30,846.00	
Daktronics, Inc.	Baseball scoreboard repair	\$ 951.25	
Denise Horton	Pool party refund	\$ 100.00	
Faughn Electric	Receptacle for purple air sensor, park light repair	\$ 1,283.10	
Grainger	Multi gas detector	\$ 1,042.93	
Guardian	Life & Vision Insurance	\$ 588.83	
Hawkins, Inc.	Supplies	\$ 2,712.10	
Hayden Demuth	Flag football ref	\$ 160.00	
HBE LLP	Keno audit	\$ 2,300.00	
HBE LLP	Preparation 2025-2026 Budget	\$ 13,935.00	
Hippo Equipment	Anti-freeze winterize pool, mower tire	\$ 457.03	
Hometown Leasing	FD Copier	\$ 71.48	
Jaydon Pribyl	Flag football ref	\$ 160.00	
JEO Consulting Group, Inc.	Oak Lane & Danvers Water Main, ANP 10th Addition	\$ 23,993.75	
John Deere Financial	Install service for spreader, mower repair	\$ 1,496.74	
John Hancock USA	Retirement	\$ 3,372.47	9/19/2025
Kevin LaPage	Oxyditch #6 motor repair	\$ 560.00	
Knox Company	Annual license fee - safe	\$ 584.00	
Life-Assist, Inc.	Medical Supplies	\$ 527.43	
Lincoln Electric System	Electricity	\$ 17,883.66	
Lincoln Parks & Recreation	Swim Team League Fees	\$ 2,025.00	
MacQueen Emergency	Helmets	\$ 1,313.03	
Menards-Lincoln North	Tool kit, hammer, chisel set, shop towels, clamps, gloves, yard hydrant	\$ 495.00	
Nadia Koval	Cleaning Service	\$ 439.23	
Nebraska Generator Service	Repairs to generator	\$ 765.35	
Neb.Municipal Clerks' Assoc.	Membership Dues - Megan	\$ 100.00	
NE Public Health Environ. Lab	Lab Fees	\$ 684.00	
NMC, Inc.	Track loader repairs	\$ 724.56	
Olsson	Waverly Ridge Construction	\$ 9,295.00	
One Billing Solutions	August 2025 Billing-EMS	\$ 1,451.96	
Paul Davis Restoration, Inc.	Laundering Bunker Gear	\$ 100.00	
Pavers Inc.	Cold mix asphalt	\$ 105.21	
Petty Cash	Postage	\$ 42.96	
Platinum Pool Service	Pool closing maintenance	\$ 2,597.98	
Point C	Health Reimbursement Account	\$ 21.41	9/12/2025
Point C	Health Reimbursement Account	\$ 77.50	
Production Creek Specialty Adv	Soccer jerseys, employee clothing, mayor/council clothing	\$ 1,817.20	
SENDL Lincoln Office	Drawdown #8 Final	\$ 3,352.80	
Small Engine Specialists	Ditch trimmer w/ blades	\$ 508.97	
U.S. Postmaster	Stamps/Postage	\$ 637.26	
USA Blue Book	Glass filters, gloves, deionized water, stabilizer solution	\$ 382.08	
Union Bank & Trust Co.	HSA Accounts	\$ 2,750.00	10/1/2025
Verizon Wireless	Phone Service	\$ 504.96	
Point C	Health Reimbursement Account	\$ 435.90	
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 148.00	
	Claims Group A Total	\$ 201,175.60	

Group B			
Vendor	Description	Amount	Date Paid
K2 Construction	Danvers St. & Oak Ln. Water Main	\$ 165,637.85	
	Claims Group B Total	\$ 165,637.85	

Group A & B Total \$366,813.45

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

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

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
January		\$32,992.14	\$29,189.49	\$29,531.36	\$32,688.55	\$32,284.36	\$33,172.54	\$46,014.14	\$41,917.94	\$46,648.43	\$90,625.85	\$103,786.45	\$105,194.37	\$104,708.89	\$125,496.52		
February		\$29,537.64	\$30,246.77	\$64,480.25	\$36,940.26	\$41,698.05	\$41,692.99	\$60,599.43	\$46,095.47	\$54,122.85	\$109,289.36	\$116,586.73	\$131,852.76	\$114,253.11	\$133,595.25		
March		\$26,920.56	\$26,887.71	\$30,457.12	\$35,161.97	\$35,290.80	\$40,821.47	\$40,219.57	\$42,933.14	\$42,610.56	\$75,928.93	\$99,352.41	\$95,771.88	\$82,176.63	\$123,786.47		
April		\$28,796.53	\$28,137.26	\$29,420.11	\$29,176.72	\$30,227.87	\$34,683.45	\$41,461.95	\$34,740.53	\$47,940.60	\$77,700.69	\$111,903.31	\$97,168.62	\$111,029.70	\$101,190.07		
May	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84	\$105,729.62	\$109,905.53		
June	\$21,243.02	\$32,198.24	\$28,426.22	\$38,672.07	\$31,794.65	\$33,427.73	\$40,781.58	\$45,768.13	\$41,378.54	\$52,572.46	\$99,944.43	\$95,376.36	\$111,660.31	\$96,112.09	\$112,449.89		
July	\$25,244.63	\$30,457.75	\$31,952.30	\$39,768.61	\$43,691.63	\$5,327.24	\$45,632.90	\$50,294.37	\$52,805.83	\$45,600.18	\$98,328.54	\$100,142.61	\$106,592.60	\$107,047.20	\$109,031.89		
August	\$29,839.16	\$36,192.83	\$33,585.11	\$32,131.22	\$31,226.35	\$44,897.74	\$48,886.02	\$51,641.21	\$50,411.52	\$59,379.70	\$107,707.62	\$121,477.70	\$130,326.31	\$99,092.02	\$124,102.79		
September	\$30,988.54	\$37,130.93	\$34,002.03	\$41,645.33	\$49,711.78	\$36,561.46	\$41,391.36	\$42,353.80	\$50,953.89	\$67,428.76	\$99,848.37	\$104,395.19	\$103,737.29	\$91,604.71	\$124,882.31		
October	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32	\$95,256.32			
November	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57	\$102,350.94	\$104,667.52			
December	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74	\$102,439.75	\$83,758.65			
Total Year	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,303,340.99	\$1,195,436.46	\$1,064,440.72	\$709,627.50	\$354,813.22
Monthly Ave	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$108,611.75	\$99,619.71	\$118,271.19		

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

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

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

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

2024	JANUARY	76,394.12	9,310.60	-986.54	-2,541.55	82,176.63	12,082.66
2024	FEBRUARY	103,146.31	11,657.40	-340.10	-3,433.91	111,029.70	31,303.95
2024	MARCH	101,023.80	7,990.16	-14.35	-3,269.99	105,729.62	18,011.46
2024	APRIL	89,290.02	9,800.04	-5.43	-2,972.54	96,112.09	16,984.55
2024	MAY	101,290.86	9,067.08	0.00	-3,310.74	107,047.20	25,940.79
2024	JUNE	95,653.49	6,662.89	-159.66	-3,064.70	99,092.02	25,619.52
2024	JULY	87,998.16	6,439.69	0.00	-2,833.14	91,604.71	14,076.87
2024	AUGUST	90,958.63	7,243.76	0.00	-2,946.07	95,256.32	15,569.72
2024	SEPTEMBER	105,512.30	13,132.88	-10,740.52	-3,237.14	104,667.52	21,204.49
2024	OCTOBER	84,153.55	8,735.27	-6,539.70	-2,590.47	83,758.65	16,601.42
2024	NOVEMBER	120,780.83	8,597.03	0.00	3,881.34	125,496.52	22,739.09
2024	DECEMBER	131,604.25	6,273.10	-150.29	-4,131.81	133,595.25	10,951.52
2025	JANUARY	118,540.78	9,103.41	-29.27	-3,828.45	123,786.47	28,771.09
2025	FEBRUARY	91,096.33	13,343.99	-120.66	-3,129.59	101,190.07	17,224.28
2025	MARCH	107,113.04	6,276.11	-84.48	-3,399.14	109,905.53	25,630.17
2025	APRIL	111,272.09	4,690.72	-35.09	-3,477.83	112,449.89	22,174.66
2025	MAY	108,480.84	6,417.81	-2,494.64	-3,372.12	109,031.89	21,232.57
2025	JUNE	119,302.16	8,638.86	0.00	-3,838.23	124,102.79	21,591.29
2025	JULY	117,119.04	13,505.71	-1,880.10	-3,862.34	124,882.31	30,178.66
2025							
2025							
	TOTALS			-\$251,914.22		\$10,473,423.76	

*** 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, 2025

Gross Sales

Waverly \$ 210,786.80

Gross Sales 100.00% **\$ 210,786.80**

Prizes (Payouts)

Waverly

Prizes (Payouts) 74.7553% **\$157,574.22**

Operator Commission 12.0000% \$25,294.42

City Share 12.8729% \$27,134.44

Uncollected Winnings 0.3718% \$783.72

Interest \$6.41

Total to city **\$27,924.57**

YTD SALES \$ 2,478,704.16

City 7%min earned YTD \$173,509.29

Paid YTD \$158,138.27

Due City **\$15,371.02**

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, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

**SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2025**

Resolution No. 25-21

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 Waverly
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this 23rd day of September 2025 at Waverly Nebraska.
(Month)

City Council/Village Board Members

<u>David Jespersen</u>	_____
<u>Dave Nielson</u>	_____
<u>Aaron Delahoyde</u>	_____
<u>Allison Stark</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, 2025) 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
2025**

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, 2025 to:**

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



Resolution 25-22

WHEREAS, local municipal government, county government, and regional economic development entities must provide leadership and coordination for community development efforts; and

WHEREAS, community development needs can best be solved through a cooperative effort between local, county, regional and state economic development organizations and entities; and

WHEREAS, there is a need to recognize and promote our community's organizational readiness, infrastructure investment, ability to respond to business needs, and

WHEREAS, the Nebraska Department of Economic Development's Leadership Certified Community Program has been reviewed and found to be a resource promoting our community's economic development preparedness;

THEREFORE, the City Council of Waverly, Nebraska do herewith pledge their full support, endorsement, and cooperation for participation in the Nebraska Department of Economic Development's Leadership Certified Community Program.

PASSED AND APPROVED THIS 23RD DAY OF SEPTEMBER, 2025.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(Seal)

RESOLUTION 25-23

RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF OLDFIELD STREET FROM CANONGATE ROAD TO N 141ST STREET AND WOODSTOCK STREET FROM N 144TH STREET TO N 148TH STREET FROM 8:00 A.M. TO 10:00 A.M. ON THURSDAY, NOVEMBER 27, 2025

WHEREAS, the Hen Hustlers have requested approval to hold their 2025 Thanksgiving Day Hen Hustle 1 Mile and 5K Run/Walk on November 27, 2025 with all proceeds benefiting the School District 145 Backpack Program; and

WHEREAS, they have requested the temporary closing of Oldfield Street from CANONGATE Road to N 141st Street from 8:00 a.m. to 10:00 a.m.; and

WHEREAS, they have also requested temporary closing of Woodstock Street from N 144th Street to N 148th Street from 8:00 a.m. to 10:00 a.m.; and

WHEREAS, the City of Waverly has agreed to provide the necessary signage barricades to prohibit vehicular traffic from 8:00 a.m. to 10:00 a.m. at the outlined locations with the understanding that the volunteers of the Hen Hustle will install the barricades by 8:00 a.m. on November 27, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WAVERLY, NEBRASKA that barricades be provided and placed by 8:00 a.m. on November 27, 2025 to prohibit vehicular traffic except emergency vehicles on Oldfield Street from CANONGATE Road to N 141st Street and Woodstock Street from N 144th Street to N 148th Street after 8:00 a.m. on November 27, 2025 until 10:00 a.m. on November 27, 2025.

PASSED AND APPROVED THIS 23RD DAY OF SEPTEMBER, 2025.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(Seal)

Hen Hustle

Waverly Community
Thanksgiving Day Fun Run

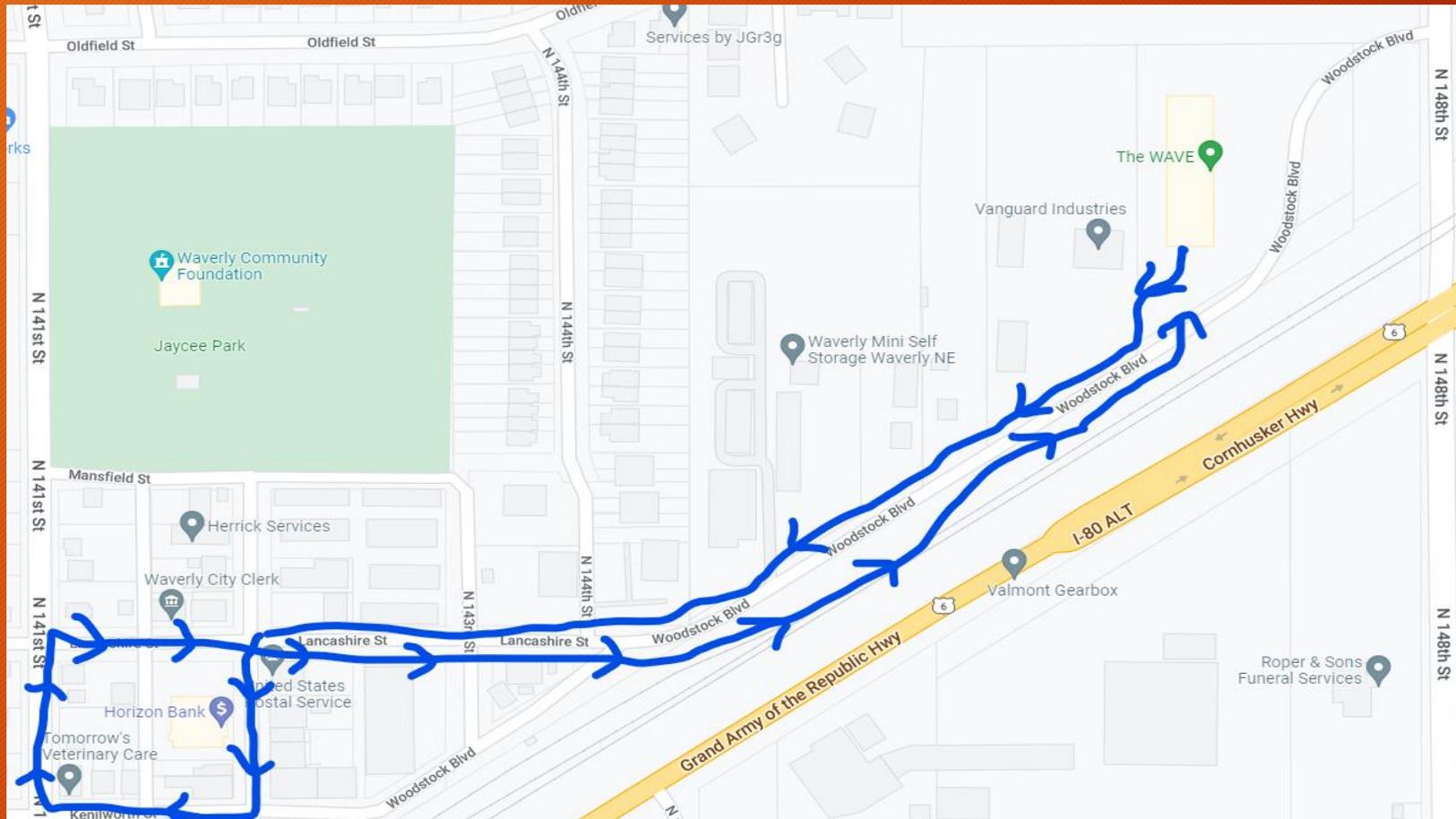
What is the Hen Hustle?

- 5th annual year!
- 1 Mile/5Kish (3.10 miles) Fun Run
 - Not a timed/chipped event
- Thanksgiving Day, November 27, 2025
 - Location for the start/end is The WAVE
 - 8:30 AM start time
 - Should weather not cooperate, race reduced to 1 mile fun run and participants will still be able to come to The WAVE and receive breakfast snacks.
- \$25 Registration Fee/\$30 after November 1st
 - Link on our Facebook site
 - Breakfast snacks at The WAVE after race
- Proceeds donated to the Waverly School District 145 Backpack Program. The Hen Hustle is the only fundraiser for the District 145 Backpack Program and is not supported by the Lincoln Food Bank.
 - 550 Runners
 - \$14,800 donated to the District 145 Backpack Program
 - District 145 serves 28 families, and it costs approx. \$275/family per school year
- Top finishers in each group will receive goodies donated by local bakeries

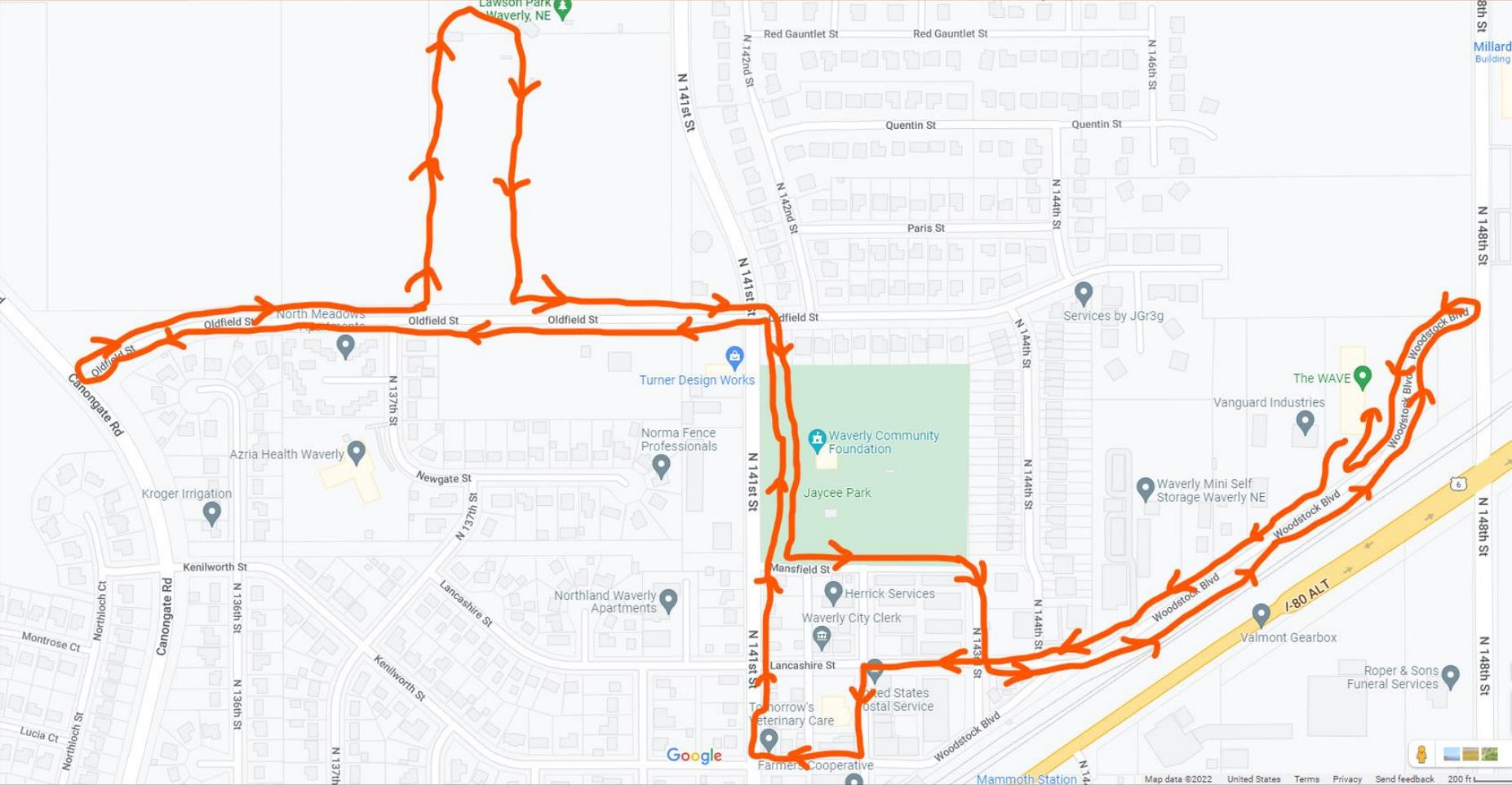
Race Routes - 1 mile and 5K'ish

- Volunteers and directional signage/flags along route
- Request to close the following streets between 8:00am and 9:30am on Thanksgiving Day morning:
 - Oldfield Street between Cannongate and 141st Street, which will help reduce dust for the runners.
 - Woodstock Blvd between N 144th and 148th Streets
- Volunteers on route will wear safety vests/bright tops and will direct traffic in major roads
- Will have a bike riders at the beginning and end of participants to assist with the route

1 Mile Hen Hustle Race Route



5K'ish Hen Hustle Race Route



Community Support

- Each year we highlight a worthy community program to provide additional support:
 - 878 canned goods donated to the Waverly Food Bank (2021-2023)
 - 120 items donated to The Mulberry at Waverly (2024)
 - This year we are requesting donations in support of the Waverly Fire Department
 - Smoke and carbon monoxide detectors and personal hygiene and toiletry items
- Many local businesses have contributed donations and/or goods for the support of this event with proceeds going to a very worthy cause in the Waverly School District 145 Backpack Program.
- The Wave has volunteered the use of their facilities for the event, so we have indoor space should the weather not cooperate, as well as indoor restroom facilities.
- We anticipate the event to be completed by 11:00AM

ORDINANCE 25-16

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA ASSIGNING THE WAVERLY RIDGE ESTATES SUBDIVISION TO WARD 2; AND AMENDING CHAPTER 30, SECTION 30, OF THE WAVERLY MUNICIPAL CODE RELATING TO DIVISION OF WARDS 1 AND 2.

WHEREAS, the City of Waverly (“City”) passed and approved Ordinance 25-11 annexing the Waverly Ridge Estates subdivision as legally described in Ordinance 25-11 (“Waverly Ridge Estates”);

WHEREAS, pursuant to Section 17-102 of the Nebraska Revised Statutes, it is the City Council’s duty to assign each part of the City to a ward for the purposes of political elections and make each ward as equal in population as is practical; and

WHEREAS, the City Council has determined that it can best satisfy its duties by assigning the Waverly Ridge Estates to Ward 2 of the City.

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

Section 1. That the Waverly Ridge Estates shall be assigned to Ward 2, also known as the South Ward, of the City of Waverly.

Section 2. That Section 30.30 of the Waverly Municipal Code shall be amended as follows:

§ 30.30 ELECTION; TERMS; QUALIFICATIONS.

(A) The City Council shall consist of four members who shall be elected by ward on a nonpartisan ballot. The City shall have two (2) wards established pursuant to the precinct lines created by the Lancaster County Election Commissioner.

1. Ward 1 shall consist of the voting precincts within the corporate limits: (a) north of Heywood Street and west of North 148th Street; and (b) north of U.S. Highway 6 and east of North 148th Street.
2. Ward 2 shall consist of the voting precincts within the corporate limits: (a) south of Heywood Street and west of North 148th Street; and (b) south of U.S. Highway 6 and east of North 148th Street.

Each ward shall have two (2) members of the Council.

(B) Members of the Council shall be elected in the manner provided in the Nebraska Election Act. The term of office shall begin on the first regular meeting of the Council in December following the statewide general election. No person shall be

eligible to the office of member of the Council who is not at the time of the election an actual resident of the ward for which he or she is elected and a registered voter. (Neb. RS 17-104)

(C) Members of the Council shall serve for terms of four (4) years or until their successors are elected and qualified. (Neb. RS 32-533)

Section 3. That a map reflecting the new division of the City between the North Ward and the South Ward, as shown on Attachment “A”, shall be sent to the Lancaster County Election Commissioner to update the Lancaster County Voter Precincts.

Section 4. That any ordinance in conflict with this ordinance is hereby repealed.

Section 5. That this ordinance shall take effect and be in force from and after its passage, approval, and publication according to the law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

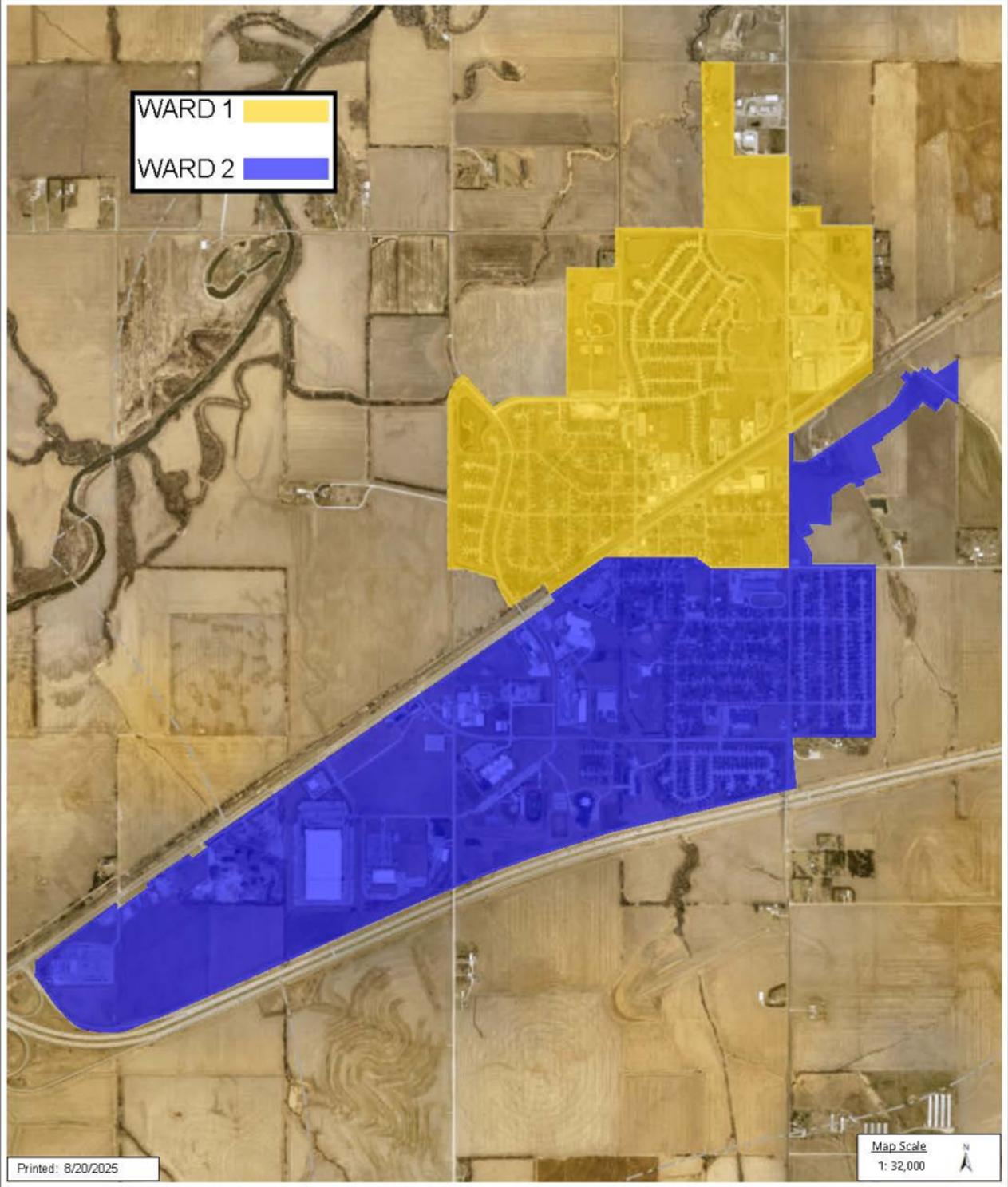
(Seal)

Attachment A

4937-8479-9317, v. 1

 **GIS Viewer**
CITY OF LINCOLN - LANCASTER COUNTY, NE

City of Waverly, NE - Voting Wards



DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email sessor@lancaster.ne.gov and you will be directed to the appropriate department.



IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Waverly, NE here after known as (“Customer”), enters into THIS SERVICE AGREEMENT (“Agreement”) with iWorQ Systems Inc. (“iWorQ”) with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ’s authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ’s service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer’s data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



4. CUSTOMER DATA:

Customer data will be stored in AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage customer data. iWorQ does backups twice per week and onsite backups twice per week. Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).

Data upload and storage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by the Customer.



Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

7. TERMINATION:

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.





10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (if applicable) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representatives of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____





iWorQ Service(s) Agreement
APPENDIX A



iWorQ Price Proposal

Waverly, NE	Population- 3941
PO Box 427, 14130 Lancashire, Waverly, NE 68462	Prepared by: Anthony Valenti

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Entity Management - Enterprise</p> <p>* Animal/ATV Licensing * Online License Portal * Online Credit/Debit card processing integrated with iWorQ. (Payroc)</p> <p>Available on any computer, tablet, mobile device using Chrome Browser</p> <p>Quarterly Parcel Upload Customizable Fields 2 Customizable Yearly Renewal (e.g. yearly and quarterly/monthly/daily) Inspection Routing Renewal and Invoicing capabilities for one owner to one license type Unlimited letters utilizing iWorQ's template library, and up to 3 custom letters Customizable Renewal/Invoice RDL Letter Generation Unlimited License Types (e.g., Commercial, Industrial, Alcohol, cannabis, etc.) Includes Sensitive File Uploads that may be required for licensing process (e.g., Driver's License) Configurable portal for ease of applying for licenses and tracking them online Online Portal including 3 Custom Web Forms Standard database driven webform template (can be used up to 5 times) Messaging feature for easy interaction with citizens 3 Scheduled Reports Compare Business records to businesses found online. Built-in automatic workflow capabilities Data Import included (if needed)</p>	\$4,250.00	Annual



Community Development (Department) *Permit Management *Code Enforcement *Portal Home -Configurable portal for ease of applying for permits, tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters	\$5,500.00	Annual
3 Additional Web Forms for Online Portal for a total of (6)	Included	Annual
Payment Processing - Online Credit/debit card processing (Through PayRoc) - Payments are recorded and tracked in iWorQ -iWorQ's reporting tool can track all historical transactions	\$750.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$10,500.00	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Package Price	Billing
Implementation and Setup cost year 1	\$500.00	Year One
Up to 5 hours of GIS integration and data conversion	Included	Year One
Data Conversion	Included	Year One

Grand Total Due Year 1	\$11,000.00	Year One Total
-------------------------------	--------------------	-----------------------

NOTES AND SERVICE DESCRIPTION



- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out immediately upon execution of the contract. Payment terms are net 30 days from the invoice date.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement combines existing services (Community Development – Department) Totaling \$5,500 with proposed added services (License Management – Enterprise, Payment Processing \$750) totaling \$5,000 for a new combined annual total of \$10,500. Added services may be prorated.

TextMyGov

TextMyGov

P.O. Box 3784

Logan, Utah 84323

435-787-7222

Partnership Agreement

Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.

TextMyGov Solutions

Communicate, Engage, Boost Website Traffic, Track and Work.



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

- After the execution of the Agreement Confirmation page, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

This quote represents a subscription to TextMyGov with an annual recurring charge for an initial period of Three-Years. The agreement is set to automatically renew on the anniversary date of this agreement, after the Initial Term. Support and service fees may increase following the Initial Term but will increase no more than 5% per year. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:
 Waverly, NE
 PO Box 427,
 14130 Lancashire, Waverly, NE 68462
 Stephanie Fisher
 cityadministrator@citywaverly.com

Prepared by:
 Brad Parker
 Account Executive
 P.O. Box 3784
 Logan, UT 84323

Package	Package Price	Billing
TextMyGov- Standard	\$5,000.00	Annual
TextMyGov- Database	Waived	
Standard Package includes:		
<ul style="list-style-type: none"> • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 50000 Text Messages per year 		
Implementation/Setup Fee	\$5,000.00 \$1,000.00	One Time
Total (First Year):	\$6,000.00	First Year
Total (Ongoing):	\$5,000.00	Annual

Notes:

1. This is a Three-Year Agreement. Either party may terminate this agreement at the end of the Initial Term by providing the other party with written notice of termination at least sixty (60) days prior to the expiration of the Initial Term. If Customer terminates the agreement the remaining balance for the Initial Term, if any, will become immediately due and payable. After the Initial Term, this agreement will automatically renew for successive one (1) year terms ("Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days before the expiration of the then-current term. Should Customer terminate the agreement within the sixty-day period before the expiration of the Initial Term or any Renewal Term, Customer will be obligated to pay the total balance due for the subsequent Renewal Term.
2. Customer will send invoice on an annual basis. Invoices will be sent by mail and email to the addresses listed on the Agreement Confirmation page of this agreement. Payment is due within 30 days from the date of the invoice.
3. Customer is required to put Text My Gov widget on the Agency's Web Home page.
4. This agreement must be signed and returned by .
5. Customer is authorized to enter into this agreement and by signing the Agreement Confirmation, agrees to all terms herein and all Terms and conditions listed above.
6. Customer is required to provide copy of W-9
7. This agreement includes an integration to the iWorQ request tracking software.

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

<p>Premium Package</p> <ul style="list-style-type: none"> • Enhanced Media Care Package • Citizen Surveys <ul style="list-style-type: none"> ○ The Citizen Surveys add-on allows municipalities to collect feedback from residents via SMS, Email, or Social Media. This feature enables automated survey distribution, real-time response tracking, and data insights to enhance community engagement. • Facebook Integration 	<p>Price based on Population</p>	<p>Annual</p>
<p>Additional Storage – Each unit of storage contains an additional 100 GB.</p>	<p>\$250</p>	<p>Annual</p>
<p>Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)</p>	<p>Price based on amount of text messages</p>	<p>Annual</p>
<p>Database</p> <ul style="list-style-type: none"> • Database of your local residence to improve citizen engagement. • Database might have been quoted in the original quote. See your package breakdown for details. 	<p>Price is based on population. See Account Executive for details.</p>	

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

(Invoices for the amount will be sent two weeks after signature with net 30 days.

Invoices will be sent from an iWorQ email address)

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9)

Agreement Signature

Name:

Title:

Date:

Signature:

Widget Contact

Name:

Title:

Email:

Phone:

*This person is responsible for placing the TextMyGov widget (see options- [TextMyGov/Widget Link](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time.)

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):

Email:

Phone Number:

Job Position:

Business Title:

Employee Name (2):

Email:

Phone Number:

Job Position:

Business Title:

I confirm that my nominated authorized representatives agree to be contacted by Twilio.

***Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. ***



Product Quotation
 Quotation Number: **BM1228842v1**
 Quote Sent Date: **Jun 04, 2025**
 Expiration Date: **Oct 04, 2025**

Your Bobcat Contact
Brady Murdoff
 Phone:
 Email: brady.murdoff@doosan.com

Your **Customer** Contact
TRACEY WHYMAN

Deliver to
City of Waverly
 14130 LANCASHIRE ST
 WAVERLY, NE, 68462-1131

Bobcat Dealer
Bobcat of Lincoln, Lincoln, NE
 8801 HWY 6
 LINCOLN, NE, 68507

Bill to
CITY OF WAVERLY 527169
 14130 Lancashire St
 Waverly, NE, 68462-1131

Item Name	Item Number	Quantity	Price Each	Total
Bobcat L23 Small Articulated Loader	M1401	1	32,239.20	32,239.20
Standard Equipment:				
24.8 HP Tier 4 Diesel Engine		Glow Plugs (Automatically Activated)		
Standard Lift Arm (Non-Telescopic)		Horn		
Auxiliary Hydraulics: Variable Flow 12 GPM		Instrumentation:		
Articulation Lock Bar		Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights		
Backup Alarm		Lift Arm Support Device		
Bob-Tach		LED Work Lights, 2-Front & 1-Rear		
Operator Interlock Control System - Integrated in Left Arm Rest Controls:		Operator Canopy:		
Forward & Reverse foot pedals with joystick controlled workgroup functions & variable control switches for auxiliary hydraulics		Cup holder, Adjustable Suspension Seat, Retractable Seat Belt		
Engine/Hydraulic Systems Shutdown		Roll Over Protective Structure (ROPS) meets ISO 3471		
		Falling Object Protective Structure (FOPS) meets ISO 3449, Level I		
		Parking Brake: Spring Applied, Pressure Released (SAPR)		
		Tires: 10 Ply 23-8.50x12 Turf (43.2" wide)		
		Warranty: 1 year, or Unlimited hours whichever occurs first		
Heated Cab Comfort Package	M1401-P01-C02	1	2,381.84	2,381.84
<i>Included:</i> Heated enclosed cab wiper / washer, heated suspension seat, block heater,				
Power Bob-Tach	M1401-R06-C02	1	877.04	877.04
Traction Assist	M1401-R60-C02	1	723.52	723.52
23X10.50-12 Turf Tire	M1401-R09-C02	1	167.20	167.20
52" Angle Broom	M7043	1	4,063.72	4,063.72
52" Angle Broom with 10.3 motor (9.6-12.0 gpm)	M7043-R02-C01	1	449.16	449.16
Snow Blower 26X48	M7053	1	4,594.96	4,594.96
MOTOR PACKAGE 50CC (8-12 gpm)	M7053-R01-C01	1	580.64	580.64
Total for Bobcat L23 Small Articulated Loader				46,077.28
Quote Total - USD				46,077.28
Dealer P.D.I.				250.00
Freight Charges				850.00
Destination Charges				351.00

	Quote Total - USD	47,528.28
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Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:

Quotation Number:: **BM1228842**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Product Quotation
 Quotation Number: **BM1228866**
 Quote Sent Date: **Jun 04, 2025**
 Expiration Date: **Jul 04, 2025**

Your Bobcat Contact
Brady Murdoff
 Phone:
 Email: brady.murdoff@doosan.com

Your **Customer** Contact
TRACEY WHYMAN

Deliver to
City of Waverly
 14130 LANCASHIRE ST
 WAVERLY, NE, 68462-1131

Bobcat Dealer
Bobcat of Lincoln, Lincoln, NE
 8801 HWY 6
 LINCOLN, NE, 68507

Bill to
CITY OF WAVERLY 527169
 14130 Lancashire St
 Waverly, NE, 68462-1131

Item Name	Item Number	Quantity	Price Each	Total
Bobcat L28 Small Articulated Loader	M1403	1	37,772.00	37,772.00
Standard Equipment:				
24.8 HP Tier 4 Diesel Engine		Glow Plugs (Automatically Activated)		
Telescopic Lift Arm (24" extension)		Horn		
Auxiliary Hydraulics: Variable Flow 12 GPM		Instrumentation:		
Articulation Lock Bar		Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights		
Backup Alarm		Lift Arm Support Device		
Bob-Tach		LED Work Lights, 2-Front & 1-Rear		
Operator Interlock Control System - Integrated in Left Arm Rest		Operator Canopy:		
Controls:		Cup holder, Adjustable Suspension Seat, Retractable Seat Belt		
Forward & Reverse foot pedals with joystick controlled workgroup functions & variable control switches for auxiliary hydraulics		Roll Over Protective Structure (ROPS) meets ISO 3471		
Engine/Hydraulic Systems Shutdown		Falling Object Protective Structure (FOPS) meets ISO 3449, Level I		
Heated Cab Comfort Package		1	2,381.84	2,381.84
<i>Included:</i> Heated enclosed cab wiper / washer, heated suspension seat, block heater,		Parking Brake: Spring Applied, Pressure Released (SAPR)		
Power Bob-Tach		1	877.04	877.04
Traction Assist		1	723.52	723.52
23X8.50-12 Turf Tire		1	0.00	0.00
52" Angle Broom		1	4,063.72	4,063.72
52" Angle Broom with 10.3 motor (9.6-12.0 gpm)		1	449.16	449.16
Snow Blower 26X48		1	4,594.96	4,594.96
MOTOR PACKAGE 50CC (8-12 gpm)		1	580.64	580.64
Total for Bobcat L28 Small Articulated Loader				51,442.88
Quote Total - USD				51,442.88
Dealer P.D.I.				250.00
Freight Charges				875.00
Destination Charges				351.00
Quote Total - USD				52,918.88

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:

Quotation Number:: **BM1228866**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Titan Machinery Inc.
 6310 N 56th Street
 Lincoln, NE - 68504
 Phone: 402-464-3711

TO:	City of Waverly - Nebraska	DATE: September 12, 2025
		Equipment Sales Ryan Pluta
		Consultant

Here is the quotation on the goods named, subject to the conditions noted below

QTY	PART #	DESCRIPTION	PRICE
Per Sourcewell Contract #011723-CNH-1			
1		Case SL23 Small Articulated Loader	List Price
		List Price	\$94,060.00
2		48" Angle Broom - Poly Brushes - Hydraulic Angle	\$6,305.00
3		Case 48" Snow Blower (11-25 GPM)	\$9,105.00
		Sourcewell Discount 22%	\$24,083.40
		Sourcewell Pricing	\$85,386.60
		PDI	\$2,600.00
		Factory Freight	\$3,000.00
		Sub-Total	\$90,986.60
		Titan Discount - In Stock	\$5,986.60
Total			\$85,000.00

Customer (signed) _____ Company Name _____ Date _____

Customer (printed) _____

Equipment Sales Consultant (signed) _____ Date _____



SMALL ARTICULATED LOADERS

L23, L28



A SMALL LOADER FOR BIG JOBS

Big challenges can fit in small spaces. When you need a machine that's tough enough to take them on – without disturbing established surfaces – Bobcat® small articulated loaders provide the answer.

Machine: L28
Attachment: Pallet Fork



IMPRESSIVE PRODUCTIVITY AND VERSATILITY

The Bobcat small articulated loader is made to tackle a wide range of tasks in small spaces. In addition to its impressive lifting power, this loader can use a variety of available attachments – so you can do even more. From grapples and angle brooms to snow removal attachments, there's an attachment available for every job.

AGILE, TURF-FRIENDLY DESIGN

The Bobcat small articulated loader's articulation joint enables tight turns and minimizes damage to finished surfaces. It allows the rear tires to follow the front tires as you maneuver the machine, ensuring that you can navigate easily through tight spaces while saving time and expense on ground repairs.

LEADING COMFORT FOR OPTIMAL PRODUCTIVITY

With a spacious cab that's designed with operators in mind, Bobcat elevates small articulated loader comfort to new standards. Easy-to-use controls ensure that experienced professionals and beginners alike can maximize their productivity. Plus, a variety of creature comforts make every minute in the cab more enjoyable.

TURN AND BURN THROUGH BIG TASKS.



From material handling to grounds maintenance, this machine fits right in to rise up to the challenge. The small articulated loader features a tight-turning articulation joint that allows maneuverability in confined spaces. Combined with the machine's turf-safe mode, this powerful machine limits the chance of disturbing turf as it turns or hauls a load. Its impressive lifting capability is housed in a compact machine that easily works inside fenced-in landscapes, pens, nurseries and more.

HEAVY LIFTING CAPACITY. SMALL PACKAGE.

The Bobcat small articulated loader can lift and handle heavy loads. You'll get excellent lifting capacity in a compact machine with access to a wide range of jobsites.

MECHANICAL LEVELING ASSIST

When handling materials up high, Bobcat small articulated loaders make operation easier by maintaining optimal bucket rollback at full height and reducing material spillage.



Machine: L28
Attachment: Pallet Fork

L28 TELESCOPING LIFT ARM

The L28 lift arm extends to a lift height of 104 inches, which gives you extra reach for all kinds of unique work challenges. The telescoping lift arm includes an innovative dual-cylinder design that keeps the load level as you move the bucket. The telescopic cylinder is synchronized with a hydraulic leveling link, providing leveling assist and minimizing spillage over the back of the bucket.

LOW-RPM, HIGH-TORQUE ENGINE

The dependable 25 hp, 2600 rpm engine provides generous torque at a lower rpm, providing superior performance when pushing the machine to its limits.

EFFICIENT COOLING

With an efficient cooling system, Bobcat small articulated loaders offer leading performance for improved operation along with great component protection. Side and front inlets bring cool air into the engine compartment and send it through the screened rear exit. The rear radiator screen is removable for easy cleanout, and its corrugated steel construction provides excellent durability. A separate temperature-controlled hydraulic oil cooler operates as needed to ensure quieter operation as well.



Machine: L28
Attachment: Bucket



Machine: L28

STANDARD AND OPTIONAL COUNTERWEIGHT

The standard integrated counterweight optimizes lift capacity and gives extra protection for the machine's rear covers and cooling package. You can maximize lift capacity even more by adding the optional counterweight.

Image shows optional counterweight.

HIGH TRACTIVE EFFORT

The Bobcat small articulated loader has a hydraulic drive system that allows the machine to keep moving in rough or uneven terrain.



*Machine: L28
Attachment: Bucket*

MINIMAL GROUND DISTURBANCE

With its tight-turning articulated steering and light overall footprint, the Bobcat small articulated loader limits cuts or tears in the turf when turning or hauling a load. This leads to fewer surface repairs after the job is complete.



Machine: L23
Attachment: Bucket



Machine: L23

AUTOMATIC TRACTION MODE

When operating the small articulated loader, the machine automatically enables one of two traction modes, based on operation.

High Traction: When the steering wheel is not turning, improved traction provides excellent control and mobility over rough or slippery terrain.

Turf Safe: While actively steering, turf-safe mode keeps the wheels from scrubbing on the ground, causing the least possible ground disturbance.

OPTIONAL TRACTION ASSIST SWITCH

Similar to a differential lock, the traction assist switch enables you to momentarily override the automatic modes, providing power to all wheels and improving travel through adverse conditions such as mud or other loose material.

TIGHT TURNING RADIUS

The small articulated loader delivers precise maneuverability, thanks to its articulation joint that enables the rear tires of the loader to match the path of the front tires as they turn. This results in a highly nimble machine that navigates around obstacles with ease and works well in enclosed yards and small work zones.

EASY TO TRANSPORT

Small articulated loaders are a highly transportable and relatively lightweight solution that enables you to quickly get your machine to the job and get to work. It will easily fit on pan trailers, dump trailers – and even some enclosed trailers that are utilized for small-frame skid-steer loaders.



Machine: L23
Attachment: Root Grapple

UPTIME

THERE'S NO TIME LIKE UPTIME.



Machine: L28
Attachment: Bucket

When you choose the Bobcat small articulated loader, you'll rest easy with innovative engineering that ensures jobsite obstacles or debris won't slow down your work.



Machine: L28



Machine: L28
Attachment: Bucket

CAB CORNER PROTECTION

Rubber bumpers help to protect the cab's corners while articulating the loader.

OPTIONAL REAR GUARD

Add additional protection – and worry less about potential impact damage to the cooling package and radiator – by installing the optional rear guard accessory.

SERVICEABILITY



Machine: L23

Machine: L23

MADE FOR EASY MAINTENANCE

When you rely on your equipment to complete your job, maintenance can't take up too much of your time. The Bobcat small articulated loader is designed front to back for minimal maintenance and fast serviceability.

STANDARD INSTRUMENTATION

The easy-to-read, backlit display panel provides operating information and critical machine warnings.

EASY BATTERY TERMINAL ACCESS

For jumpstarts or charging a low battery, the readily accessible battery terminals save time and effort to get your loader up and running.

HIGH-CAPACITY AIR FILTER

The dual-element, high-capacity filter with visual indicator delivers clean airflow to your engine and excellent contaminant-holding capacity for long life and maximum component protection.

MAINTENANCE-FREE ENGINE ACCESSORY DRIVE BELT

A dependable serpentine accessory drive belt requires no tensioning and no maintenance.

CENTRAL FUSE AND RELAY ACCESS

Fuses and relays are centrally located behind a cover inside the cab.

COMFORT

Machine: L23
Attachment: Auger



MAKE COMFORT YOUR **PARTNER IN PRODUCTIVITY.**

Bobcat doesn't see comfort as a luxury. It's essential to your productivity. That's why every Bobcat machine is designed with the operator's experience in mind. Visibility, cab space, ease of control, airflow and ergonomics add up to focused work and satisfied employees who look forward to doing their best. Compare Bobcat small articulated loaders to the others, and you'll feel the difference.



SPACIOUS CAB

Compared to other small articulated loaders, the Bobcat interior is engineered with more space for the operator, with special attention paid to cab height, foot room and room between the seat and the steering wheel. You'll enjoy more room that enables better productivity during long hours in the cab.

OPTIONAL ENCLOSED, HEATED CAB

Stay comfortable in cold and wet weather with the optional cab enclosure with heated seat. Strategically placed, louvered vents quickly defrost windows and direct heat to operators, providing excellent all-season versatility for winter months. The heated seat helps to keep your body warm and comfortable while working on frigid days. The window panels can be added and removed, giving you flexibility to adapt with the weather.

Machine: L28

Machine: L28
Attachment: Snowblower



ERGONOMIC CONTROLS

The steering wheel and joystick are simple to reach and intuitive to use, with fingertip auxiliary or telescopic controls that facilitate quick, simple operation. Bobcat small articulated loaders also provide variable flow control similar to our skid-steer and compact track loaders.

INTUITIVE TWIN-PEDAL TRAVEL CONTROLS

A simple twin-pedal design enables quick and easy direction changes: One pedal moves you forward, the other moves you in reverse. It's a style of travel control that is easy for operators to master, making the small articulated loader a great choice for seasonal employees or rental customers. It's also convenient and simple for operators who need to understand controls for multiple machines.

CROSS-VENTILATION WINDOWS

The side and rear windows open to provide fresh airflow across the operator, helping to provide more comfort. Add or remove window panels to further adapt to the season.



Machine: L28

VERSATILITY

UNLEASH YOUR VERSATILITY.

The Bobcat small articulated loader is your go-to machine that goes well beyond bucket work. Bobcat attachments deliver the most versatility for your equipment investment. From handling dirt and snow to brushwork, sweeping and more, with the right attachment, you can adapt to a new task in minutes.



Machine: L28
Attachment: Bucket



Machine: L23
Attachment: Root Grapple



Machine: L28
Attachment: Auger



Machine: L28
Attachment: Snowblower

BOB-TACH ATTACHMENT MOUNTING SYSTEM

The Bob-Tach® system accepts select mini track loader and standard Bobcat attachments, which greatly expands the range of approved attachment possibilities and allows you to do more kinds of work with one powerful machine.

OPTIONAL POWER BOB-TACH SYSTEM

With the Power Bob-Tach system, you can change non-hydraulic attachments without leaving the comfort of your cab. Just line up the attachment and press the switch.

AUXILIARY HYDRAULICS

Auxiliary hydraulics allow even more attachment possibilities. A maximum flow of up to 12 gpm and up to 2900 psi gives you powerful performance and superb work results. Pressure-release quick couplers relieve system pressure for easy hydraulic hose hookup and removal.

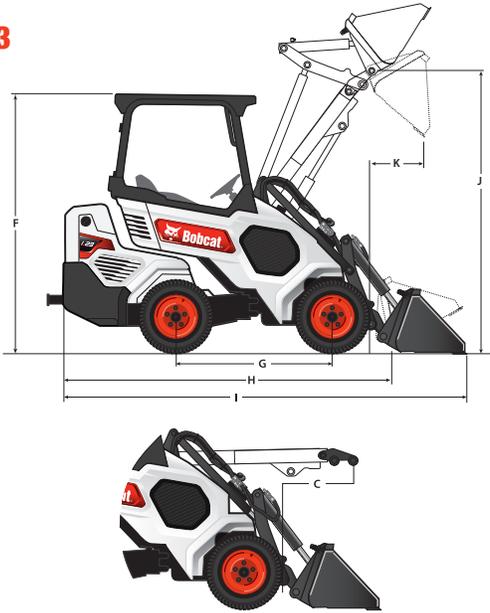


Machine: L28
Attachment: Log Grapple

SPECIFICATIONS



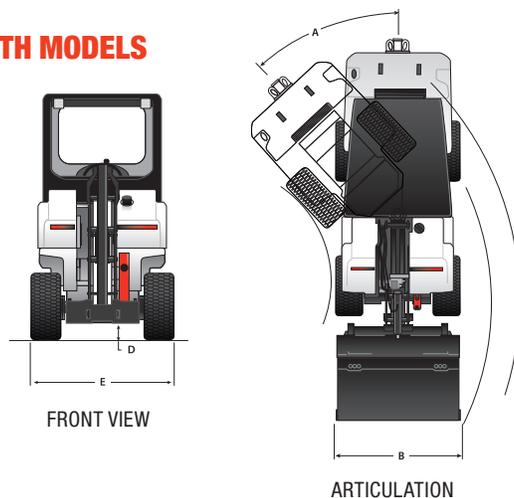
L23



L28



BOTH MODELS



MODEL	L23	L28	
PERFORMANCE	Rated Operating Capacity (ROC) Straight - 50% of Tip Load	1395 lb. (633 kg)	1534 lb. (696 kg) Ext 888 lb. (402 kg)
	Rated Operating Capacity (ROC) Articulated - 50% of Tip Load	1159 lb. (525 kg)	1222 lb. (554 kg) Ext 712 lb. (323 kg)
	Tipping Load (straight)	2789 lb. (1265 kg)	3068 lb. (1391 kg) Ext 1775 lb. (805 kg)
	ROC Straight With Optional Counterweight	1815 lb. (823 kg)	1952 lb. (885 kg) Ext 1149 lb. (521 kg)
	ROC Articulated With Optional Counterweight	1471 lb. (667 kg)	1475 lb. (669 kg) Ext 884 lb. (401 kg)
	Tipping Load (straight) With Optional Counterweight	3629 lb. (1646 kg)	3904 lb. (1771 kg) Ext 2297 lb. (1042 kg)
	J - Height to Bucket Hinge Pin	85.4 in. (2169 mm)	104.3 in. (2650 mm)
	K - Reach at Maximum Height	16.8 in. (427 mm)	30.9 in. (785 mm)
	SIZE AND SPEED	Operating Weight	3790 lb. (1719 kg)
Weight With Add-On Counterweight		4260 lb. (1932 kg)	4710 lb. (2136 kg)
Travel Speed		8.2 mph (13.2 km/hr.)	8.3 mph (13.4 km/hr.)
ENGINE	Horsepower	24.8 hp (18.5 kW)	24.8 hp (18.5 kW)
	Fuel Tank Capacity	9.6 gal. (36.2 L)	9.6 gal. (36.2 L)
	Type	Diesel	Diesel
UPTIME PROTECTION	Machine Shutdown Protection	Std	Std
	Hydraulic System		
HYDRAULIC SYSTEM	Auxiliary Standard Flow	11.4 gpm (43.2 L/min.)	11.4 gpm (43.2 L/min.)
	System Relief at Quick Couplers	2900 psi (20 MPa)	2900 psi (20 MPa)
DIMENSIONS	F - Cab Height	78.1 in. (1983 mm)	78.1 in. (1983 mm)
	E - Width Without Attachment	43.2 in. (1097 mm)	46.5 in. (1181 mm)
	B - Standard Bucket Width	44.0 in. (1118 mm)	50.0 in. (1270 mm)
	H - Length Without Attachment	93.2 in. (2367 mm)	93.2 in. (2367 mm)
	I - Length With Standard Bucket	122.4 in. (3109 mm)	122.4 in. (3109 mm)
	C - Max. Reach	21.0 in. (535 mm)	44.6 in. (1135 mm)
	G - Wheelbase	47.2 in. (1200 mm)	47.2 in. (1200 mm)
	A - Articulation Angle	43°	43°
	D - Ground Clearance	5.5 in. (140 mm)	5.5 in. (140 mm)
MACHINE WIDTH WITH TIRES	Ground Clearance at Articulation Joint	7.8 in. (198 mm)	7.8 in. (198 mm)
	Tractor: 23 x 5.70 - 12	38.9 in. (990 mm)	-
	Tractor: 23 x 8.50 - 12	42.9 in. (1091 mm)	42.9 in. (1091 mm)
	Tractor: 26 x 12.00 - 12	-	51.0 in. (1297 mm)
	Turf: 23 x 8.50 - 12	43.2 in. (1097 mm)*	43.2 in. (1097 mm)
	Turf: 23 x 10.50 - 12	46.4 in. (1180 mm)	46.4 in. (1180 mm)*
SAFETY EQUIPMENT	Turf: 26 x 12.00 - 12	-	51.5 in. (1308 mm)
	Operator Interlock Control System (incorporated in left armrest)	Std	Std
	ROPS/FOPS Approved (Roll Over Protection Structure/Falling Object Protection Structure)	Std	Std
	Fully Retractable Seat Belt	Std	Std
MACHINE FEATURES	Heated Cab With Heated Seat & Block Heater	Opt	Opt
	Adjustable Suspension Seat	Std	Std
	Cup Holder	Std	Std
	Backup Alarm & Horn	Std	Std
	Parking Brake	Std	Std
	Bluetooth® Radio	Opt	Opt
	Spark Arrestor Muffler	Std	Std
	LED Worklights	Std	Std
	Rotating Flashing Beacon or Strobe	Opt	Opt
	Road Lights With Tail Lights, Turn Signals & 4-Way Flashers	Opt	Opt
Traction Assist	Opt	Opt	
FEATURES FOR ATTACHMENTS	Purifier Muffler	Opt	Opt
	Bob-Tach Attachment System	Std	Std
	Power Bob-Tach System	Opt	Opt
Auxiliary Hydraulics	Std	Std	

*Standard tires



Machine: L28
Attachment: Bucket



Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors. Where applicable, dimensions are in accordance with ISO standards. Specifications and design are subject to change without notice. Pictures of Bobcat units may show other than standard equipment. All dimensions are given for small articulated loaders with standard tires. All dimensions are shown in inches. Respective metric dimensions are enclosed by parentheses. Bobcat Company complies with the requirements of ISO 9001 as registered with BSI.



Bobcat Company is a member of the Doosan Group. Doosan is a global leader in construction, grounds maintenance and material handling equipment, power and water solutions, and engineering that has proudly served customers and communities for more than a century. Bobcat®, the Bobcat logo and the colors of the Bobcat machine are registered trademarks of Bobcat Company in the United States and various other countries. ©2025 Bobcat Company. All rights reserved.

DOOSAN

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B-2290 (02/25)
EP-4M-0225-19587-F

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Waverly	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	201085.00
Contractor:	K2 Construction	Contractor's Project No.:	
Project:	Danvers Street and Oak Lane Water Main Improvements (Groups C through F) Water Main Improvements Eastbourne St./N 147 th St.; N 143 rd St. to Castlewood		
Contract Name:	St.		

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work: Groups C through F

Date of Substantial Completion: **August 28, 2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

<p>EXECUTED BY ENGINEER:</p> <p>By: <u></u> (Authorized signature)</p> <p>Title: <u>Director of Operations</u></p> <p>Date: <u>September 17, 2025</u></p>	<p>RECEIVED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>RECEIVED:</p> <p>By: <u>Jeff Weibert</u> Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p> <div style="font-size: small; text-align: right;"> Digitally signed by Jeff Weibert DN: C=US, E=jeff.sapperconstruction@gmail.com, O=Sapper Construction, CN=Jeff Weibert Date: 2025.09.16 17:47:36-05'00' </div>
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Date of Issuance:	September 11, 2025	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		
	Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.		

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

Description: **Addition of two (2) fire hydrants on Oak Lane alignment, adjustments for final material quantity balancing for Groups C through F, and deduct for materials retesting.**

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] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>901,570.00</u>	[Increase] [Decrease] 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>1,453,794.10</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
[Increase] [Decrease] of this Change Order: \$ <u>(52,744.40)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days
Contract Price incorporating this Change Order: \$ <u>1,401,049.70</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> Title: <u>Director of Operations</u> Date: <u>September 17, 2025</u> Engineer (if required)	ACCEPTED: By: _____ Title: _____ Date: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>Jeff Webert</u> Title: _____ Date: _____ Contractor (Authorized Signature)
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Change Order Estimate

JEO Project Name: 2020 Water Main Improvements		JEO Project Number: 201085.00			
Owner: City of Waverly, NE		Change Order Number: 4			
Contractor: K2 Construction		Effective Date: Date Signed by Owner			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
CO4.1	Concrete Collar for Gate Valve and Box	(18.00)	EA	75.00	(\$1,350.00)
CO4.2	Concrete Strength Deduct (10%)	17.00	SY	(7.20)	(\$122.40)
CO4.3	Failed Compaction Test	16.00	EA	(42.00)	(\$672.00)
CO4.4	Compaction Testing Trip Charge	7.00	EA	(113.00)	(\$791.00)
CO4.5	Failed Paving Compressive Strength of Cylinder	2.00	EA	(20.00)	(\$40.00)
CO4.6	6" 11.25° Bend, MJ	(8.00)	EA	380.00	(\$3,040.00)
CO4.7	6" 45° Bend, MJ	(6.00)	EA	390.00	(\$2,340.00)
CO4.8	6" x 6" x 6" Tee, MJ	2.00	EA	575.00	\$1,150.00
CO4.9	6" Fire Hydrant Assembly	2.00	EA	8,800.00	\$17,600.00
CO4.10	Remove Pavement	(300.00)	SY	12.00	(\$3,600.00)
CO4.11	7" Concrete Pavement	(300.00)	SY	72.00	(\$21,600.00)
CO4.12	Remove Driveway	(160.00)	SY	12.00	(\$1,920.00)
CO4.13	5" Concrete Driveway	(160.00)	SY	68.00	(\$10,880.00)
CO4.14	Remove Concrete Sidewalk	(3,812.50)	SF	1.00	(\$3,812.50)
CO4.15	4" Concrete Sidewalk	(3,965.30)	SF	5.00	(\$19,826.50)
CO4.16	Crosswalk Pavement Striping	(1.00)	LS	1,500.00	(\$1,500.00)
Total					(\$52,744.40)

Contractor's Application for Payment

Owner: <u>City of Waverly</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>201085.00</u>
Contractor: <u>K2 Construction</u>	Contractor's Project No.: _____
Project: <u>2020 Water Main Improvements, Eastbourne St., Danvers St., and Oak Ln</u>	
Contract: <u>2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.;</u>	
Application No.: <u>10</u>	Application Date: <u>9/11/2025</u>
Application Period: From <u>7/14/2025</u> to <u>9/11/2025</u>	

1. Original Contract Price		\$ 576,032.00
2. Net change by Change Orders		\$ 825,017.70
3. Current Contract Price (Line 1 + Line 2)		\$ 1,401,049.70
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 1,401,049.70
5. Retainage		
a. <u>0%</u> X <u>\$ 848,825.60</u> Work Completed =		\$ -
b. <u>0%</u> X <u>\$ -</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ -
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 1,401,049.70
7. Less previous payments (Line 6 from prior application)		\$ 1,235,411.85
8. Amount due this application		\$ 165,637.85
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

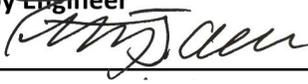
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: K2 Construction

Signature: Jeff Weibert Digitally signed by Jeff Weibert
DN: cn=Jeff Weibert, o=K2 Construction, ou=K2 Construction, email=jeff.weibert@k2construction.com, c=US **Date:** _____

<p>Recommended by Engineer</p> <p>By: <u></u></p> <p>Title: <u>Director of Operations</u></p> <p>Date: <u>September 17, 2025</u></p> <p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Waverly	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	201085.00
Contractor:	K2 Construction	Contractor's Project No.:	
Project:	2020 Water Main Improvements, Eastbourne St., Danvers St., and Oak Ln		
Contract:	2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.;		

Application No.:	10	Application Period:	From 07/14/25 to 09/11/25	Application Date:	09/11/25
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A Bid Item No.	B Description	C Contract Information			D Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X G) (\$)				
Original Contract											
GROUP A – Install/Build Water Main											
1	Mobilization	1.00	LS		50,000.00		50,000.00		50,000.00	100%	-
2	Bonding and Insurance	1.00	LS		7,500.00		7,500.00		7,500.00	100%	-
3	6" PVC Water Main, DR 18	323.00	LF		80.00		25,840.00	323.00	25,840.00	100%	-
4	6" PVC Water Main, DR 18, RJ, Directionally Bored	1,955.00	LF		114.00		222,870.00	1,955.00	222,870.00	100%	-
5	10" Gate Valve and Box, MJ	3.00	EA		4,300.00		12,900.00	3.00	12,900.00	100%	-
6	6" Gate Valve and Box, MJ	9.00	EA		1,620.00		14,580.00	9.00	14,580.00	100%	-
7	10" x 6" x 10" Tee, MJ	2.00	EA		950.00		1,900.00	2.00	1,900.00	100%	-
8	6" x 6" x 6" Tee, FL	7.00	EA		550.00		3,850.00	7.00	3,850.00	100%	-
9	6" 90° Bend, MJ	2.00	EA		540.00		1,080.00	2.00	1,080.00	100%	-
10	6" 45° Bend, MJ	2.00	EA		400.00		800.00	2.00	800.00	100%	-
11	6" 22.5° Bend, MJ	6.00	EA		350.00		2,100.00	6.00	2,100.00	100%	-
12	Connect to Existing Water Main	3.00	EA		3,500.00		10,500.00	3.00	10,500.00	100%	-
13	6" x 1" Saddle	48.00	EA		200.00		9,600.00	48.00	9,600.00	100%	-
14	1" Corporation Stop	48.00	EA		190.00		9,120.00	48.00	9,120.00	100%	-
15	1" Curb Stop and Box	48.00	EA		500.00		24,000.00	48.00	24,000.00	100%	-
16	Connect to Existing Water Service	48.00	EA		280.00		13,440.00	48.00	13,440.00	100%	-
17	Bore Water Service Line	628.00	LF		16.00		10,048.00	628.00	10,048.00	100%	-
18	1" PE Water Service (SDR 7)	1,024.00	LF		21.00		21,504.00	1,024.00	21,504.00	100%	-
19	Remove Concrete Sidewalk	2,250.00	SF		1.00		2,250.00	2,250.00	2,250.00	100%	-
20	4" Concrete Sidewalk	2,250.00	SF		5.00		11,250.00	2,250.00	11,250.00	100%	-
21	Remove Pavement	600.00	SY		12.00		7,200.00	600.00	7,200.00	100%	-
22	7" Concrete Pavement	600.00	SY		70.00		42,000.00	600.00	42,000.00	100%	-
23	Remove Driveway	100.00	SY		12.00		1,200.00	100.00	1,200.00	100%	-
24	6" Concrete Driveway	100.00	SY		65.00		6,500.00	100.00	6,500.00	100%	-
25	Water Main Removals and Abandonments	1.00	LS		7,000.00		7,000.00	1.00	7,000.00	100%	-
26	Seeding, Fertilizer, and Mulch	1.00	LS		8,000.00		8,000.00	1.00	8,000.00	100%	-
27	Traffic Control	1.00	LS		4,000.00		4,000.00	1.00	4,000.00	100%	-
GROUP B – Install/Build Fire Hydrants											
1	6" Fire Hydrant Assembly	6.00	EA		7,500.00		45,000.00	6.00	45,000.00	100%	-
				Original Contract Totals	\$ 576,032.00		\$ 576,032.00	\$ -	\$ 576,032.00	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Waverly	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	201085.00
Contractor:	K2 Construction	Contractor's Project No.:	
Project:	2020 Water Main Improvements, Eastbourne St., Danvers St., and Oak Ln		
Contract:	2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.;		

Application No.:	10	Application Period:	From 07/14/25 to 09/11/25	Application Date:	09/11/25
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A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)		G Work Completed		H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
					Contract Information	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work						
CHANGE ORDER NO. 3													
CO3.1	6" Plug, MJ	1.00	EA	250.00	250.00	1.00	250.00				250.00	100%	-
CO3.2	Concrete Collar for Gate Valve and Box	(13.00)	EA	75.00	(975.00)	(13.00)	(975.00)				(975.00)	100%	-
CO3.3	Failed Compaction Test	5.00	EA	(42.00)	(210.00)	5.00	(210.00)				(210.00)	100%	-
CO3.4	Compaction Testing Trip Charge	3.00	EA	(113.00)	(339.00)	3.00	(339.00)				(339.00)	100%	-
CO3.5	Failed Paving Concrete Test Set	3.00	EA	(90.00)	(270.00)	3.00	(270.00)				(270.00)	100%	-
CO3.6	Failed Paving Compressive Strength of Cylinder	1.00	EA	(20.00)	(20.00)	1.00	(20.00)				(20.00)	100%	-
CO3.7	Concrete Testing Trip Charge	1.00	EA	(113.00)	(113.00)	1.00	(113.00)				(113.00)	100%	-
CO3.8	Liquidated Damages [Final Completion Groups A & B]	7.00	DAYS	(250.00)	(1,750.00)	7.00	(1,750.00)				(1,750.00)	100%	-
A3	8" PVC Water Main, DR18	10.00	LF	80.00	800.00	10.00	800.00				800.00	100%	-
A4	8" PVC Water Main, DR18, RJ, Directionally Bored	45.00	LF	114.00	5,130.00	45.00	5,130.00				5,130.00	100%	-
A6	8"x 6" x 6" Tee, MJ	1.00	EA	550.00	550.00	1.00	550.00				550.00	100%	-
A9	6" 90° Bend, MJ	(1.00)	EA	540.00	(540.00)	(1.00)	(540.00)				(540.00)	100%	-
A10	6" 45° Bend, MJ	(2.00)	EA	400.00	(800.00)	(2.00)	(800.00)				(800.00)	100%	-
A19	Remove Concrete Sidewalk	(1,998.00)	SF	1.00	(1,998.00)	(1,998.00)	(1,998.00)				(1,998.00)	100%	-
A20	4" Concrete Sidewalk	(2,039.00)	SF	5.00	(10,195.00)	(2,039.00)	(10,195.00)				(10,195.00)	100%	-
A21	Remove Pavement	(121.50)	SY	12.00	(1,458.00)	(121.50)	(1,458.00)				(1,458.00)	100%	-
A22	7" Concrete Pavement	(121.50)	SY	70.00	(8,505.00)	(121.50)	(8,505.00)				(8,505.00)	100%	-
A23	Remove Driveway	(43.70)	SY	12.00	(524.40)	(43.70)	(524.40)				(524.40)	100%	-
A24	6" Concrete Driveway	(43.70)	SY	65.00	(2,840.50)	(43.70)	(2,840.50)				(2,840.50)	100%	-
Change Order Totals					\$ (23,807.90)		\$ (23,807.90)	\$ -	\$ (23,807.90)	100%	\$ -		
Original Contract and Change Orders													
					\$ 552,224.10		\$ 552,224.10	\$ -	\$ 552,224.10	100%	\$ -		

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Waverly	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	201085.00
Contractor:	K2 Construction	Contractor's Project No.:	
Project:	2020 Water Main Improvements, Eastbourne St., Danvers St., and Oak Ln		
Contract:	2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.;		

Application No.:	10	Application Period:	From 07/14/25 to 09/11/25	Application Date:	09/11/25
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Original Contract											
Change Orders											
CHANGE ORDER NO. 2: GROUP C – Install/Build Oak Lane Water Main Improvements											
1	Mobilization	1.00	LS	50,000.00	50,000.00	1.00	50,000.00		50,000.00	100%	-
2	Bonding and Insurance	1.00	LS	7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-
3	6" PVC Water Main, DR 18	686.00	LF	84.00	57,624.00	686.00	57,624.00		57,624.00	100%	-
4	6" PVC Water Main, DR 18, RI, Directionally Bored	1,518.00	LF	118.00	179,124.00	1,518.00	179,124.00		179,124.00	100%	-
5	6" Gate Valve and Box, MJ	11.00	EA	2,025.00	22,275.00	11.00	22,275.00		22,275.00	100%	-
6	6" 11.25" Bend, MJ	15.00	EA	380.00	5,700.00	15.00	5,700.00		5,700.00	100%	-
7	6" 22.5" Bend, MJ	1.00	EA	375.00	375.00	1.00	375.00		375.00	100%	-
8	6" 45" Bend, MJ	6.00	EA	390.00	2,340.00	6.00	2,340.00		2,340.00	100%	-
9	6" 90" Bend, MJ	2.00	EA	555.00	1,110.00	2.00	1,110.00		1,110.00	100%	-
10	6" x 6" x 6" Tee, MJ	8.00	EA	575.00	4,600.00	8.00	4,600.00		4,600.00	100%	-
11	Connect to Existing Water Main	6.00	EA	3,800.00	22,800.00	6.00	22,800.00		22,800.00	100%	-
12	6" x 1" Saddle	32.00	EA	200.00	6,400.00	32.00	6,400.00		6,400.00	100%	-
13	1" Corporation Stop	32.00	EA	250.00	8,000.00	32.00	8,000.00		8,000.00	100%	-
14	1" Curb Stop and Box	32.00	EA	615.00	19,680.00	32.00	19,680.00		19,680.00	100%	-
15	Connect to Existing Water Service	32.00	EA	305.00	9,760.00	32.00	9,760.00		9,760.00	100%	-
16	Bore Water Service Line	432.00	LF	16.50	7,128.00	432.00	7,128.00		7,128.00	100%	-
17	1" PE Water Service (SDR 7)	755.00	LF	23.00	17,365.00	755.00	17,365.00		17,365.00	100%	-
18	Remove Pavement	300.00	SY	12.00	3,600.00	300.00	3,600.00		3,600.00	100%	-
19	7" Concrete Pavement	300.00	SY	72.00	21,600.00	300.00	21,600.00		21,600.00	100%	-
20	Remove driveway	100.00	SY	12.00	1,200.00	100.00	1,200.00		1,200.00	100%	-
21	5" Concrete Driveway	100.00	SY	68.00	6,800.00	100.00	6,800.00		6,800.00	100%	-
22	Remove Concrete Sidewalk	3,100.00	SF	1.00	3,100.00	3,100.00	3,100.00		3,100.00	100%	-
23	4" Concrete Sidewalk	3,100.00	SF	5.00	15,500.00	3,100.00	15,500.00		15,500.00	100%	-
24	Crosswalk Pavement Striping	1.00	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
25	Water Main Removals and Abandonments	1.00	LS	7,000.00	7,000.00	1.00	7,000.00		7,000.00	100%	-
26	Seeding, Fertilizer, and Mulch	1.00	LS	8,000.00	8,000.00	1.00	8,000.00		8,000.00	100%	-
27	Temporary Traffic Control Measures	1.00	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
CHANGE ORDER NO. 2: GROUP D – Install/Build Oak Lane Fire Hydrants											
1	6" Fire Hydrant Assembly	3.00	EA	8,800.00	26,400.00	3.00	26,400.00		26,400.00	100%	-

CHANGE ORDER NO. 2: GROUP E – Install/Build Danvers Street Water Main Improvements										
1	Mobilization	1.00	LS	30,000.00	30,000.00	1.00	30,000.00	30,000.00	100%	-
2	Bonding and Insurance	1.00	LS	7,500.00	7,500.00	1.00	7,500.00	7,500.00	100%	-
3	6" PVC Water Main, DR 18, RJ	296.00	LF	84.00	24,864.00	296.00	24,864.00	24,864.00	100%	-
4	6" PVC Water Main, DR 18, RJ, Directionally Bored	1,202.00	LF	122.00	146,644.00	1,202.00	146,644.00	146,644.00	100%	-
5	6" Gate Valve and Box, MJ	4.00	EA	2,025.00	8,100.00	4.00	8,100.00	8,100.00	100%	-
6	10" Gate Valve and Box, MJ	1.00	EA	4,475.00	4,475.00	1.00	4,475.00	4,475.00	100%	-
7	6" 11.25" Bend, MJ	2.00	EA	380.00	760.00	2.00	760.00	760.00	100%	-
8	6" 22.5" Bend, MJ	3.00	EA	380.00	1,140.00	3.00	1,140.00	1,140.00	100%	-
9	6" 45" Bend, MJ	4.00	EA	400.00	1,600.00	4.00	1,600.00	1,600.00	100%	-
10	6" 90" Bend, MJ	3.00	EA	555.00	1,665.00	3.00	1,665.00	1,665.00	100%	-
11	6" x 6" x 6" Tee, MJ	3.00	EA	570.00	1,710.00	3.00	1,710.00	1,710.00	100%	-
12	10" x 6" x 10" Tee, MJ	2.00	EA	950.00	1,900.00	2.00	1,900.00	1,900.00	100%	-
13	Connect to Existing Water Main	2.00	EA	3,750.00	7,500.00	2.00	7,500.00	7,500.00	100%	-
14	6" x 1" Saddle	32.00	EA	200.00	6,400.00	32.00	6,400.00	6,400.00	100%	-
15	1" Corporation Stop	32.00	EA	230.00	7,360.00	32.00	7,360.00	7,360.00	100%	-
16	1" Curb Stop and Box	32.00	EA	615.00	19,680.00	32.00	19,680.00	19,680.00	100%	-
17	Connect to Existing Water Service	32.00	EA	305.00	9,760.00	32.00	9,760.00	9,760.00	100%	-
18	Bore Water Service Line	486.00	LF	16.50	8,019.00	486.00	8,019.00	8,019.00	100%	-
19	1" PE Water Service (SDR 7)	806.00	LF	22.00	17,732.00	806.00	17,732.00	17,732.00	100%	-
20	Remove Pavement	120.00	SY	12.00	1,440.00	120.00	1,440.00	1,440.00	100%	-
21	7" Concrete Pavement	120.00	SY	72.00	8,640.00	120.00	8,640.00	8,640.00	100%	-
22	Remove driveway	60.00	SY	12.00	720.00	60.00	720.00	720.00	100%	-
23	5" Concrete Driveway	60.00	SY	68.00	4,080.00	60.00	4,080.00	4,080.00	100%	-
24	Remove Concrete Sidewalk	2,000.00	SF	1.00	2,000.00	2,000.00	2,000.00	2,000.00	100%	-
25	4" Concrete Sidewalk	2,000.00	SF	5.00	10,000.00	2,000.00	10,000.00	10,000.00	100%	-
26	Water Main Removals and Abandonments	1.00	LS	7,000.00	7,000.00	1.00	7,000.00	7,000.00	100%	-
27	Seeding, Fertilizer, and Mulch	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	8,000.00	100%	-
28	Temporary Traffic Control Measures	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	5,000.00	100%	-
CHANGE ORDER NO. 2: GROUP F – Install/Build Danvers Street Fire Hydrants										
1	6" Fire Hydrant Assembly	3.00	EA	8,800.00	26,400.00	3.00	26,400.00	26,400.00	100%	-
CHANGE ORDER NO. 4										
CO4.1	Concrete Collar for Gate Valve and Box	(18.00)	EA	75.00	(1,350.00)	(18.00)	(1,350.00)	(1,350.00)	100%	-
CO4.2	Insufficient Concrete Strength Deduct (10%)	17.00	SY	(7.20)	(122.40)	17.00	(122.40)	(122.40)	100%	-
CO4.3	Failed Compaction Test	16.00	EA	(42.00)	(672.00)	16.00	(672.00)	(672.00)	100%	-
CO4.4	Compaction Testing Trip Charge	7.00	EA	(113.00)	(791.00)	7.00	(791.00)	(791.00)	100%	-
CO4.5	Failed Paving Compressive Strength of Cylinder	2.00	EA	(20.00)	(40.00)	2.00	(40.00)	(40.00)	100%	-
CO4.6	6" 11.25" Bend, MJ	(8.00)	EA	380.00	(3,040.00)	(8.00)	(3,040.00)	(3,040.00)	100%	-
CO4.7	6" 45" Bend, MJ	(6.00)	EA	390.00	(2,340.00)	(6.00)	(2,340.00)	(2,340.00)	100%	-
CO4.8	6" x 6" x 6" Tee, MJ	2.00	EA	575.00	1,150.00	2.00	1,150.00	1,150.00	100%	-
CO4.9	6" Fire Hydrant Assembly	2.00	EA	8,800.00	17,600.00	2.00	17,600.00	17,600.00	100%	-
CO4.10	Remove Pavement	(300.00)	SY	12.00	(3,600.00)	(300.00)	(3,600.00)	(3,600.00)	100%	-
CO4.11	7" Concrete Pavement	(300.00)	SY	72.00	(21,600.00)	(300.00)	(21,600.00)	(21,600.00)	100%	-
CO4.12	Remove driveway	(160.00)	SY	12.00	(1,920.00)	(160.00)	(1,920.00)	(1,920.00)	100%	-
CO4.13	5" Concrete Driveway	(160.00)	SY	68.00	(10,880.00)	(160.00)	(10,880.00)	(10,880.00)	100%	-
CO4.14	Remove Concrete Sidewalk	(3,812.50)	SF	1.00	(3,812.50)	(3,812.50)	(3,812.50)	(3,812.50)	100%	-
CO4.15	4" Concrete Sidewalk	(3,965.30)	SF	5.00	(19,826.50)	(3,965.30)	(19,826.50)	(19,826.50)	100%	-
CO4.16	Crosswalk Pavement Striping	(1.00)	LS	1,500.00	(1,500.00)	(1.00)	(1,500.00)	(1,500.00)	100%	-
				Change Order Totals	\$ 848,825.60	\$ 848,825.60	\$ -	\$ 848,825.60	100%	\$ -
Original Contract and Change Orders										
				Project Totals	\$ 848,825.60	\$ 848,825.60	\$ -	\$ 848,825.60	100%	\$ -



Corporate
 703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
 p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9100766
Quote Number: 1156628

QUOTE

Sourcewell Contract #: 071223-CSS
 110822-CSS
Page: 1 of 2

<p>Quote To:</p> <p>CITY OF WAVERLY 14130 LANCASHIRE ST WAVERLY NE 68462-1131 UNITED STATES</p> <p>Phone: 4027862312</p> <p>Sales Person: LOU LENTI Office Phone: 800-327-6835 x1162 LLENTI@FARMTEK.COM</p>	<p>Ship To:</p> <p>CITY OF WAVERLY 14130 LANCASHIRE ST WAVERLY, NE 68462-1131</p> <p>Date: 5/19/2025 Valid for 10 Days</p> <p style="text-align: right;">Quote Total 8,610.41</p>
--	--

Hi, here is the quote for the 24X24 STORAGE MASTER ELITE BUILDING:

- **15 YEAR WARRANTY ON THE 12.5 OZ/24 MIL COVER
- **TRIPLE GALVANIZED US STEEL FRAME - 4" RAFETR SPACING
- **MOUNTING TO CONCRETE INCLUDED
- **END PANEL INCLUDED
- **ZIPPERED END PANEL FOR FRONT
- **NO STAMPED DRAWINGS AVAILABLE

Let me know if you have any questions or if you would like to move ahead...Loux1162

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
2	FAW530	ANCHOR WEDGE ZINC 1/2"X7"	48.00	2.76	132.48
3	PB03020R4T	24X14X24 STORAGE MSTR ELITE 12.5OZ TAN	1.00	9,549.00	9,549.00

QUOTE - Miscellaneous Charge -	
Description	Ext. Price
1.) Freight	380.96
2.) SOURCEWELL	-1,452.03

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



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Customer ID: 9100766
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QUOTE

Sourcewell Contract #: 071223-CSS
 110822-CSS
 Page: 2 of 2

Please Note:

**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.
 *Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment
 *Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed
Disclaimer: Payment & Performance Bonds and Builders Risk Insurance are not included in this quote unless explicitly stated otherwise. If required, these items must be requested and will be quoted separately.*

Lines Total	9,681.48
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	-1,071.07
Quote Total	8,610.41



REIMERS KAUFMAN CONCRETE PRODUCTS CO.
 6200 Cornhusker Highway, Lincoln, NE 68529
 402-434-1855 Fax: 402-434-1877
 www.ReimersKaufman.com

Customer Receipt

Driver: _____
 Truck #: _____
 Ordered By: TRAVIS

Bill To: 94444 CITY OF WAVERLY
 14130 LANCASHIRE ST
 PO BOX 427
 WAVERLY NE 68462-0427

Ship To: CITY OF WAVERLY
 11121 NORTH 141ST
 WAVERLY NE 68462-0427

Ship From: REIMERS KAUFMAN CONCRETE PROD
 6200 CORNHUSKER HWY
 LINCOLN NE 68507



Delivery Directions:

PLEASE CALL TRAVIS AT 308-280-0338 TO
 COORDINATE AND ALLOW FOR THEIR EQUIP
 TP GET TO THE DROP OFF ADDRESS

Line	Item Description	Ordered	Back Order	Units	Unit Price	Discount	Extension
1	CONC BUNKER BLOCK 2'X3'X6' 578477 Backordered quantity	15		EA	109.20		1,638.00
2	CONC BUNKER BLOCK 2'X3'X9' 578479 Backordered quantity	2		EA	177.25		354.50
3	BOOM TRUCK DELIVERY CHARGE OUR TRUCK BMDEL	3		EA	119.00		357.00

10:12 Order Number: SD 2441189 0 Delivery Date: 09/22/25 Customer PO Number: SALT STORAGE

Received by

Print Name/Company

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.

Sub Total:	2,349.50
Sales Tax:	
Total Amount:	2,349.50
Down Payment:	
Balance Due:	2,349.50

Tax Code: RKNTE Nebraska Tax Exempt
 Total Weight: 93,600.00
 Total Cubic:



Date: 9/22/25

Time: 13:41

Email

SUNBELT RENTALS, INC.

Contract #.. 174596116

To: CITY OF WAVERLY
STREETDEPT@CITYWAVERLY.COM

Company: CITY OF WAVERLY

Message: 10k tel for Thursday rental

From: SETH STONE PC415

Location: LINCOLN NE PC415

Phone: 00

Fax #: 00



PC#: 0415
5450 ALVO RD
LINCOLN, NE 68514 3210
402-466-1550

SUNBELT RENTALS, INC.
Salesman: 041500 PC415 LINCOLN, NE HO
Typed By: SSTONE1

Job Site:
CITY OF WAVERLY
11121 N 141ST ST
WAVERLY, NE 68462

C#: 402-786-2312 J#: 308-280-0338

Customer: 2625994
CITY OF WAVERLY
PO BOX 427
WAVERLY, NE 68462

RESERVATION



Contract #.. 174596116
Contract dt. 9/22/25
Date out.... 9/25/25 8:00 AM
Est return.. 9/26/25 8:00 AM
Job Loc..... 11121 NORTH 141ST WAVERLY,NE
Job No..... 6 - CITY OF WAVERLY
P.O. #..... BANNERS FOR PARADE
Ordered By.. GERMAN, TRAVIS
NET 30

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes item 10K 55' HVAC TELEHANDLER FORKL and various charges like DELIVERY CHARGE and PICKUP CHARGE.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Continued on the next page...



PC#: 0415
5450 ALVO RD
LINCOLN, NE 68514 3210
402-466-1550

SUNBELT RENTALS, INC.
Salesman: 041500 PC415 LINCOLN, NE HO
Typed By: SSTONE1

Job Site:
CITY OF WAVERLY
11121 N 141ST ST
WAVERLY, NE 68462

C#: 402-786-2312 J#: 308-280-0338

Customer: 2625994
CITY OF WAVERLY
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RESERVATION



Contract #.. 174596116
Contract dt. 9/22/25
Date out.... 9/25/25 8:00 AM
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Job Loc..... 11121 NORTH 141ST WAVERLY,NE
Job No..... 6 - CITY OF WAVERLY
P.O. #..... BANNERS FOR PARADE
Ordered By.. GERMAN, TRAVIS
NET 30

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
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8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Log" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RFP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property or equipment that is not the Equipment in any manner.

3) PERMITTED USE. Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use, (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment, (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RFP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) RENTAL PROTECTION PLAN. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from the Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise occur during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RFP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RFP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RFP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/Customer or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At

Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 15% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return

Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full for the item.

15) DEFAULT. Customer shall be in default of Sunbelt's terms if: (a) Customer (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, seeks protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required; or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.

16) CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel used in the Equipment upon return); (b) Pay on Return Option - Customer returns Equipment with less fuel than when received. Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Fuel Option - If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

20) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain

an amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control on this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties file a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Megan Frye

From: Tracey Whyman
Sent: Monday, September 15, 2025 4:01 PM
To: Megan Frye; Stephanie Fisher
Subject: Salt cover storage at city shop for council consideration
Attachments: Quote Form_4564707.pdf; Cover photo Green color.pdf; bunker block.pdf

At the city shop we have been storing the De-Icing salt under a tarp, which gets covered in snow and ice and makes it difficult to remove the tarp during winter storm events. We have a limited area of 24' x 24' to store all the De-Icing salt for use throughout the winter, usually two semi loads at a time of 60 tons, with multiple deliveries throughout the winter. We are proposing a cover that will be more accessible than the tarp.

The structure meets the zoning requirements for the property zoned L1 and will be attached to concrete bunker blocks at the base along the entire perimeter of the north, east and south sides with the west open for loading and unloading of the rock salt. The color of the Clearspan structure will be tan to match as close to the tan color of the city shop building.

Clearspan cover \$ 8,610.41
Bunker blocks \$ 1,337.30
Total for materials \$9,947.71

Note (we will need to hire a crane to unload and place the blocks as they weigh 9 at 5200 lbs. each and 2 at 7800 lbs. each)

Tracey Whyman

City of Waverly Nebraska
Director of Public Works
402-786-2312
Publicworksdirector@citywaverly.com

Megan Frye

From: Stephanie Fisher
Sent: Tuesday, September 23, 2025 10:12 AM
To: Megan Frye
Subject: FW: salt cover prices
Attachments: Quote Form_4564707.pdf; Bunker block quote.pdf; Sunbelt rental price.pdf

From: Tracey Whyman <publicworksdirector@citywaverly.com>
Sent: Tuesday, September 23, 2025 10:09 AM
To: Stephanie Fisher <cityadministrator@citywaverly.com>
Cc: Travis German <streetdept@citywaverly.com>
Subject: salt cover prices

1. The cover/structure from Clearspan \$ 8,610.41 Note does not state when it will arrive. The quote that was sent last week is dated May 19,2025 , color is tan.
2. Bunker blocks from Reimers Kaufman concrete products \$ 2,349.50, however 3- 6-foot blocks are going to the WWTP sludge storage bin at a cost of \$ 327.60 Salt cover blocks cost is therefore \$ 2,021.90
3. Rental of machine to unload blocks weighing 5800 lbs. for 6 foot and 7800 lbs. for 9 foot \$ 525.80

Total price for salt cover \$ \$11,158,11 total price WWTP \$ 327.60

Tracey Whyman

City of Waverly Nebraska
Director of Public Works
402-786-2312
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