

**Tentative** Agenda for the WAVERLY CITY COUNCIL MEETING to be held on December 23, 2025 at 6:00 PM. This meeting will be held at the Waverly City Office Building, 14130 Lancashire, Waverly, NE 68462. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

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

All items listed with an asterisk (\*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
  - 1.f) Proclamations and Presentations
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
  - 5.a) \*Minutes of the December 9, 2025 City Council Meeting
  - 5.b) \*Minutes of the December 11, 2025 City Council Quarterly Strategic Planning 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 25-33 Authorizing the Sale of Municipal Property
8. **Introduction of Ordinances**
9. **Introduction of Business and Communications**
  - 9.a) Consideration of Mayor's appointment of Brook Ruhter-Engelhardt for Ward 2 City Council Member.
  - 9.b) Consideration of the purchase of a compressor from Interstate Power Systems in an amount not to exceed \$25,750.00.
  - 9.c) Consideration of the Community Benefit Agreement and authorizing the mayor to sign.
10. **Committee Reports**
  - 10.a) Human Services (Park & Recreation): Council Member Nielson
  - 10.b) Public Works (Utilities & Street): Council Member Jespersen
  - 10.c) Public Health (Fire & Safety): Council Member Delahoyde
  - 10.d) Fiscal & Economic Development
  - 10.e) City Administrator Fisher
11. **Adjournment**

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

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

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

## **MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON DECEMBER 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, Aaron Delahoyde, and Dave Nielson were in attendance. Other City Officials present were City Administrator Stephanie Fisher, Deputy City Attorney Anthony Aerts, and City Clerk Megan Frye. Others present were Lancaster County Sheriff Deputy Jason Brownell. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

### **ADOPTION OF AGENDA**

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

The following Council Members voted "YEA": Jespersen, Nielson, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 3-0.

### **APPROVAL OF CONSENT AGENDA**

#### **Minutes of the November 25, 2025 City Council Meeting**

#### **Consideration of Resolution 25-31 the signing of the Year-End Certification of City Street Superintendent 2025**

#### **Consideration of the Mayor's recommendation for City Official Appointments.**

#### **Consideration of the Mayor's recommendation for City Council Liaison Appointments.**

#### **Consideration of the Mayor's recommendation for Planning Commission; Board of Adjustments; Park, Recreation, and Tree Committee; Emergency Management Committee Appointments.**

#### **Consideration and approval of changes to the Signature Cards for First State Bank, Horizon Bank, Pinnacle Bank, and NPAIT.**

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

The following Council Members voted "YEA": Nielson, Delahoyde, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 3-0.

### **PROCLAMATIONS AND PRESENTATIONS**

None.

### **PUBLIC HEARINGS**

None.

### **SHERIFF'S REPORT**

Deputy Brownell reported on several incidents of tire dumping throughout the county; if you see something suspicious, call it in. Otherwise, nothing new to report. Santa Express had a good turnout.

### **PUBLIC COMMENTS**

None.

### **APPROVAL OF MINUTES**

#### **Minutes of the November 25, 2025 City Council Meeting**

Consent Agenda

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

<b>Claims for Payment: November 26<sup>th</sup> - December 9<sup>th</sup>, 2025</b>		
<b>Group A</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
Branden Ahlers	Utility Deposit Refund	\$ 100.00
Mattison & Tanner Bodfield	Utility Deposit Refund	\$ 100.00
Ashley Meyer	Utility Deposit Refund	\$ 100.00
Max Shulyak	Utility Deposit Refund	\$ 100.00
Julie Steinmeyer	Utility Deposit Refund	\$ 100.00
Samuel Walbridge	Utility Deposit Refund	\$ 100.00
ADP Fees	Payroll Fees	\$ 133.57
ADP Payroll	Payroll	\$ 60,242.72
ALLO Communications	Phone/Internet Services	\$ 973.88
Bauer Built	Repairs	\$ 40.25
Black Hills Energy	Natural gas	\$ 337.05
BOK Financial	Hwy Allocation Fund Bond 2020	\$ 71,347.50
BOK Financial	GO Various Purpose Bonds 2020	\$ 11,671.25
BOK Financial	GO Sewer Refunding Bond 2021	\$ 5,158.75
BOK Financial	GO Aquatic Center Bonds 2021	\$ 241,852.50
BOK Financial	Municipal Improve Bond 2025	\$ 65,278.22
BOK Financial	GO Water Refunding Bond 2021	\$ 122,826.25
BOK Financial	GO Water Bonds Series 2025	\$ 74,307.50
BOK Financial	Combined Utility Ref Bond 2021	\$ 319,242.50
BOK Financial	Combined Utility Ref Bond 2020	\$ 9,083.75
Bound Tree Medical, LLC	Medical supplies	\$ 128.95
Colonial Life	Insurance	\$ 43.92
Cornhusker Press	Pet license tags	\$ 130.80
Cubby's, Inc.	Fuel	\$ 1,682.43
DataVizion, LLC	Microsoft 365 Business, Support	\$ 1,926.89
Doosan Bobcat North America	Bobcat loader w/ snow broom	\$ 47,528.28
Emily Swoboda	WFR-Personal Vehicle Reimbursement	\$ 160.00
Faughn Electric	Services	\$ 1,590.00
Fireguard, LLC	Fire Extinguisher Inspection	\$ 2,230.38
Frontier	Tree removal cost share	\$ 820.00
General Traffic Controls Inc.	RRFB repair parts	\$ 346.00
Harris Decals	Santa Express banners	\$ 223.50
Heermann Economic Development	Economic development consulting services	\$ 2,900.00
Horizon Bank	Monthly ACH Fees	\$ 10.00
Interstate All Battery Center	Supplies	\$ 935.75
Jacob Brosseau	WFR-Personal Vehicle Reimbursement	\$ 480.00
John Hancock USA	Retirement	\$ 3,894.62
Kelly Supply Company	Supplies	\$ 350.20
Lancaster Co. Sheriff Office	December 2025	\$ 38,759.00
Life-Assist, Inc.	Medical Supplies	\$ 932.38
Lincoln Electric System	Electricity	\$ 3,550.12
Mammoth Station	Fuel	\$ 140.23
Menards-Lincoln North	Supplies	\$ 5.33
Michael McClellan	WFR Stipends/Vehicle Reimbursement	\$ 1,060.00

Midwest CDL Training, LLC	CDL Training	\$ 181.12
Midwest Laboratories, Inc.	Lab fees	\$ 1,255.61
Municipal Chemical Supply	Treatment for ox ditches	\$ 750.00
Nathanael Brosseau	WFR-Personal Vehicle Reimbursement	\$ 160.00
National Sign Company, LLC	Street signs	\$ 584.32
Nebraska Dept Revenue Waste	Utility Sales Tax	\$ 9,805.53
Nebraska Title Company	City land purchase	\$ 1,184,356.59
One Call Concepts, Inc.	One-Call Service	\$ 49.47
One Source-Background Check Co	Background checks	\$ 114.00
Paul Davis Restoration, Inc.	Laundering Bunker Gear	\$ 50.00
Pavers Inc.	Cold mix asphalt	\$ 305.61
Pinnacle Bank	Santa Express items	\$ 461.19
Pinnacle Bank	Memberships, shop supplies, arborist course, ratchet straps, office supplies	\$ 1,483.75
PRC Enterprises	TIF G Snap Fitness - Dec 2025	\$ 5,500.00
The Voice News	Advertising & Printing	\$ 359.31
Tractor Supply Company	TIF H TSC Distrib. - Dec 2025	\$ 96,601.67
Tractor Supply Company	TIF I TSC Retail - Dec 2025	\$ 34.50
U.S. Postmaster	Stamps/Postage	\$ 312.00
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
USA Blue Book	Wastewater safety equipment	\$ 850.42
Visual Edge IT	Copies	\$ 119.17
Whitehead Oil Co.	Fuel	\$ 51.43
Woodstock Holdings LLC	TIF K Empire Fence - Dec 2025	\$ 21,722.45
RecDesk	Monthly Deposit Charge	\$ 25.00
RecDesk	Monthly Deposit Charge	\$ 25.00
Menard's	Santa Express items	\$ 11.11
Party America	Santa Express items	\$ 100.77
Casey's	Santa Express items	\$ 40.00
Walmart	Santa Express items	\$ 543.67
Menard's	Santa Express items	\$ 210.93
Marcus Theatres	Santa Express items	\$ 50.00
Amazon	Santa Express items	\$ 582.95
Point C	Health Reimbursement Account	\$ 542.16
	<b>Claims Group A Total</b>	<b>\$ 2,420,308.15</b>

Council Member Jespersen moved to approve claims in the amount of \$2,420,308.15. Council Member Nielson seconded the motion.

Mayor Pascoe noted the city land purchase, TIF payments, and bond payments; City Administrator Fisher noted the Bobcat purchase.

The following Council Members voted "YEA": Delahoyde, Jespersen, and Nielson. The following Council Members voted "NAY": None. Motion Carried. 3-0.

### **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, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 3-0.

## **INTRODUCTION OF RESOLUTIONS**

### **Consideration of Resolution 25-31 the signing of the Year-End Certification of City Street Superintendent 2025**

Consent Agenda

#### **RESOLUTION NO. 25-31**

#### **SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT 2025**

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

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

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

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

Be it resolved that the Mayor of Waverly is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 9<sup>th</sup> day of December, 2025 at Waverly, Nebraska.

### **Consideration of Resolution 25-32, A Resolution of the City of Waverly, Nebraska, Approving a Financing Agreement By and Among the City, The Community Redevelopment Authority of the City of Waverly, and the Purchaser of a Certain Tax Increment Financing Revenue Note to be Issued by the Community Redevelopment Authority.**

Council Member Jespersen moved to approve Resolution 25-32, A Resolution of the City of Waverly, Nebraska, Approving a Financing Agreement By and Among the City, The Community Redevelopment Authority of the City of Waverly, and the Purchaser of a Certain Tax Increment Financing Revenue Note to be Issued by the Community Redevelopment Authority. Council Member Nielson seconded the motion.

City Administrator Fisher advised the CRA is purchasing the parcel next to City's parcel; this agreement is between the City, the CRA, and the bank to allow the City to purchase the parcel if the CRA would default on the loan; this is in the City's best interest to become the owners of the adjacent property if the CRA would default. Deputy Attorney Aerts provided legal information and read the resolution by title.

The following Council Members voted "YEA": Nielson, Delahoyde, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 3-0.

#### **RESOLUTION NO. 25-32**

**A RESOLUTION OF THE CITY OF WAVERLY, NEBRASKA, APPROVING A FINANCING AGREEMENT BY AND AMONG THE CITY, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAVERLY, AND THE PURCHASER OF A CERTAIN TAX INCREMENT FINANCING REVENUE NOTE TO BE ISSUED BY THE COMMUNITY REDEVELOPMENT AUTHORITY.**

WHEREAS, as part of a Redevelopment Project in the West Redevelopment Area of the City of Waverly (the “City”), the Community Redevelopment Authority (the “CRA”) has entered into an agreement to acquire property described as Lot B, Block One, Administrative Subdivisions of Lot One, Block One, Lancaster Implement Subdivision, City of Waverly, Lancaster County, Nebraska (the “Property”), and

WHEREAS, in connection with the purchase of the Property, the CRA will issue its Tax Increment Financing Revenue Note (the “TIF Note”) in the principal amount of up to \$1,400,000 to finance the purchase of the Property; and

WHEREAS, one of the terms of the TIF Note will provide that the CRA will pledge the Property as collateral for the timely repayment of the TIF Note; and

WHEREAS, the City desires to control the disposition of the Property in the event of a default by the CRA;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WAVERLY, NEBRASKA, AS FOLLOWS:**

1. The Council hereby determines that controlling the disposition of the Property in the event of default by the CRA is in the best interests of the City and entering into the Financing Agreement is reasonable and necessary for the TIF Note to be marketable at customary interest rates.

2. The Financing Agreement is hereby approved and the Mayor and other appropriate officials of the City as designated by the Mayor, and each of them individually, are hereby authorized to sign such documents and take such actions as are reasonably necessary to carry out the terms of the Financing Agreement. The Financing Agreement shall be in substantially the form attached to this Resolution with such final terms and conditions as shall be agreed to by the Mayor and the initial purchaser of the TIF Note.

3. The Mayor appropriate officers of the CRA, and each of them individually, are hereby authorized and directed to take such actions and to execute and deliver such documents as are reasonably necessary to carry out the intent of this Resolution.

PASSED AND APPROVED this 9<sup>th</sup> day of December, 2025.

**Introduction of Ordinances**

**Consideration of the Third and Final Reading of Ordinance 25-25 Amending Chapter 94 of the Waverly Municipal Code relating to Animals**

Council Member Jespersen moved to approve the Third and Final Reading of Ordinance 25-25 Amending Chapter 94 of the Waverly Municipal Code relating to Animals. Council Member Nielson seconded the motion.

Deputy Attorney Aerts read the ordinance by title:

ORDINANCE 25-25 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING

TITLE IX, CHAPTER 94 OF THE WAVERLY MUNICIPAL CODE RELATING TO ANIMALS

The following Council Members voted “YEA”: Delahoyde, Jespersen, and Nielson. The following Council Members voted “NAY”: None. Motion Carried. 3-0.

**ORDINANCE NO. 25-25**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE IX, CHAPTER 94 OF THE WAVERLY MUNICIPAL CODE RELATING TO ANIMALS

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

**Section 1.** That Section 94.23 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

**§ 94.23 LICENSE.**

Any person who shall own, keep, or harbor a dog over the age of six (6) months within the Municipality shall within thirty (30) days after acquisition of the said dog acquire a license for each such dog annually by or before the thirty-first (31<sup>st</sup>) day of January of each year. Such tax shall be delinquent from and after February first (1<sup>st</sup>); Provided, the possessor of any dog brought into or harbored within the corporate limits subsequent to January first (1<sup>st</sup>) of any year, shall be liable for the payment of the dog tax levied herein and such tax shall be delinquent if not paid within thirty (30) days thereafter. Licenses shall be issued by the Municipal Clerk upon the payment of a license fee in accordance with the following schedule:

Male Dog - ~~\$230.00~~  
Neutered Male Dog - ~~\$120.00~~  
Female Dog - ~~\$230.00~~  
Spayed Female Dog - ~~\$120.00~~

Provided, that the sum of ~~five-ten~~ dollars (~~\$510.00~~) shall be added to the license fees set forth in the foregoing schedule for each license obtained after February first (1<sup>st</sup>) or otherwise delinquent. Dogs shall be licensed for the reduced fee provided for spayed and neutered dogs only upon presentation of a certificate of neutering signed by a licensed veterinarian or upon presentation of other handwritten verification signed by a licensed veterinarian that such dog is no longer capable of reproduction.

Such license shall not be transferable and no refund will be allowed in case of death, sale, or other disposition of the licensed dog. The owner shall state at the time of the application is made and upon printed forms provided for such purpose, the following information:

- A. The name and address of the owner of the dog;
- B. The license number of the tag issued for such dog;
- C. The breed, age, color, name, and sex of the dog;
- D. Such other information as the Municipal Clerk may require for the purpose of identification.

A uniform certificate of rabies vaccination or reasonable facsimile thereof sufficient to comply with the requirement of Section 94.21 of this Code shall be presented when the license is applied for and

no license or tag shall be issued until the certificate is shown. Licenses shall be issued in accordance with and subject to § 94.47 (B).  
(Ref. 17-526, 54-603, 71-4401 to 71-4412 RS Neb.) (Amended by Ord. No. 87-13, 9/8/87, 02-03, 2/4/02; 10-05, 5/3/10)

**Section 2.** That Section 94.24 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

#### **§ 94.24 LICENSE TAGS.**

Upon the payment of the license fee and the presentation of a satisfactory proof of vaccination, the Municipal Clerk shall issue to the owner of a dog a license certificate and a metallic tag for each dog so licensed. Said license certificate shall be issued in duplicate, the original of which shall be delivered to the owner of the dog, who shall retain it as evidence of the dog's license; the duplicate shall be retained by the Municipal Clerk. The metallic tags shall be of such design as shall be approved by the Municipal Clerk, shall bear the license number shown on the license, and shall have die-stamped thereon the license number; ~~the words "DOG TAG—WAVERLY, NEBRASKA,"~~ and the year for which issued. The metallic tags so issued shall be properly attached to the collar or harness of all dogs so licensed and shall entitle the owner to keep or harbor said dog until the thirty-first (31<sup>st</sup>) day of December following such licensing. In the event that a license tag is lost and upon satisfactory evidence that the original plate or tag was issued in accordance with the provisions herein, the Municipal Clerk shall issue a duplicate or new tag for the balance of the year of which the license tax has been paid and shall charge and collect ~~one five~~ one five dollars (\$~~15~~5.00) for each duplicate or new tag so issued. All license fees and collections shall be immediately credited to the Governing Body. It shall be the duty of the Municipal Clerk to issue tags of a suitable design that are different in appearance each year. (Ref. 17-526, 54-603 RS)

**Section 3.** That Section 94.25 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

#### **§ 94.25 WRONGFUL LICENSING.**

It shall be unlawful for the owner of any dog to permit or allow such dog to wear any other license tag than the identical one issued for such dog by the Municipality in which such owner resides, and for the license year for which issued. (Ref. 17-526, 54-603)

##### A. FALSE INFORMATION

a) It shall be unlawful for the owner of any dog to make a false or misleading statement or representation regarding the ownership or control of a dog or licensing of a dog, or regarding the ownership of a dog claimed from, surrendered to, or impounded by the Humane Officer or by any Law Enforcement Officer. It shall be unlawful to conceal ownership of any animal.

**Section 4.** That Section 94.29 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

#### **§ 94.29 KILLING INJURING AND OR POISONING.**

It shall be unlawful for any person to kill, or to administer, or cause to be administered, poison of any sort whatsoever to any dog, or to neglect or in any manner to injure, maim, or destroy, or to place any poison, or poisoned food where the same is accessible to a dog, except as elsewhere specifically authorized in this Code or by Nebraska law. (*Ref. 54-604, 54-605 RS*)

**Section 5.** That Section 94.37 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

**§ 94.37 BARKING AND OFFENSIVE ANIMAL NOISE; DISTURBING THE PEACE PROHIBITED.**

It shall be unlawful for any person to own, keep, or harbor any dog which by loud, continued, or frequent noise, such as barking, howling, or yelping shall annoy or disturb the peace and quiet of any neighborhood, or person, ~~or which habitually barks at or chases pedestrians, drivers, or owners of horses or vehicles while they are on any public sidewalks, street, or alleys~~ in the Municipality. ~~Upon written complaint of two (2) or more affected persons from different households, filed with any thirty (30) day period with the Municipal Clerk, that a~~Any dog ~~owned by the person named in the complaint that~~ is an annoyance or disturbance, or otherwise violates the provisions of this Section, the Humane Officer or in his or her absence, the Law Enforcement Official on duty shall investigate the complaint and, if in his or her opinion the situation warrants, or if said dog is found barking more than two (2) days in a thirty (30) day period or continuous barking for more than fifteen (15) minutes, shall issue an appropriate citation for violation of this Section. The provisions of this Section shall not be construed to apply to any Animal Shelter or to the place of business of licensed veterinarians. (*Ref. 17-526 RS Neb.*)

**Section 6.** That Section 94.38 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

**§ 94.38 ODORS SANITARY REGULATIONS.**

~~No person shall allow any dog or dogs which he or she owns, harbors, or keeps to be maintained in such manner that foul or offensive odors are produced on or around the premises on which such dog is kept. The owner of any dog shall keep any yard, enclosure, shelter structure, or dwelling wherein such dog is kept in a clean and sanitary condition so as not to give off offensive odors which are a source of discomfort to persons residing in the vicinity thereof. The owner of any dog shall not allow offal, manure, and waste material of such dog to accumulate or remain in the yard, pen, enclosure, shelter structure and/or dwelling, upon which such dog resides or is confined in any manner which is conducive to the breeding or attraction of flies, mosquitoes, or other noxious insects or in any manner which endangers the public health or safety or which creates an unhealthy environment. The owner of any dog shall in a sanitary manner remove or dispose of all offal, manure, and waste material accumulating from such dog at least once every five days.~~

\_\_\_\_ Upon conviction of violation of this Section the Judge of the County Court may declare that such ~~odors~~ conditions constitute a public nuisance, and in addition to the usual judgment or conviction, order the abatement of such nuisance. When any person shall be charged with violation of this Section, such complaint may not be disposed of by Waiver of Appearance and Plea of Guilty and the complaint filed by the Municipal Attorney shall state such limitation. (*Ref. 17-526 RS Neb.*)

**Section 7.** That Section 94.41 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

**§ 94.41 KENNELS DEFINED, PROHIBITED.**

More than three (3) dogs in excess of six (6) months of age, per family or residence or dwelling unit, shall constitute a kennel. It shall be unlawful for any person to have or maintain a kennel of any sort, including commercial and non-commercial breeding for the purpose of breeding and selling puppies. No kennels shall be maintained within the Municipality; provided, however, the provisions of this Section shall not apply to any Municipal Animal Shelter, or to hospitals operated by veterinarians duly licensed under the laws of the State of Nebraska, keeping dogs for others for treatment or boarding.

If upon the trial of the offense mentioned in this Section, it shall appear to the County Judge that the person be guilty as charged in said complaint, said Judge may, in addition to the usual judgment of conviction, declare said dog kennel a public nuisance, order the party or parties so convicted to abate said nuisance forthwith, and in the event that the party or parties convicted shall fail to do so, order the Municipal Law Enforcement Personnel to remove to a suitable animal shelter said dog or dogs so kept and harbored in violation of this Section, there to be impounded and placed in suitable homes or disposed of in accordance with the terms of this Article. When a complaint is filed for violation of this Section, such complaint may not be disposed of by Waiver of Appearance and Plea of Guilty, and the complaint filed by the Municipal Attorney shall state such limitation. (*Ref. 17-526 RS Neb.*)

**Section 8.** That Section 94.47 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

**§ 94.47 ENFORCEMENT.**

The enforcement of the provisions of this Chapter shall be under the direction of the Mayor. For the purpose of enforcing Sections 94.20 to 94.73 or abating any nuisance existing hereunder, the designated Humane Officer or any Law Enforcement Officer may enter private premises.

**A. IRRESPONSIBLE DOG OWNER; REVOCATION OF LICENSE**

a) It shall be unlawful for any person who has been declared an irresponsible animal owner to own any animal, or to reside on premises with any animal owned by another person, for a period of thirty-six (36) months from the issuance of such declaration. It shall be unlawful any other person to knowingly allow an irresponsible animal owner to keep or harbor an animal on their premises.

b) The Mayor may declare a person to be an irresponsible animal owner when any person has been convicted of five (5) or more violations of this title within a thirty-six (36) month period, including violations disposed of by waiver of appearance or paid by mail. The Mayor has authority to use discretion on the issuance of a declaration after less than five (5) violations if such violations involve injury to a person or another animal. Such declaration is also revocation of all existing licenses issued to such person and shall prohibit any licenses from being issued to such person for a period of thirty-six (36) months.

c) The Mayor shall notify the person declared to be an irresponsible animal owner of the declaration in writing. Such notice shall be in writing and shall be served either in person or by mailing such notice by certified or registered mail. After the expiration of

eleven (11) days from the date of such notice, the declaration shall be final and binding upon the City and upon the irresponsible animal owner unless within ten (10) days after such notice, the irresponsible animal owner requests, in writing, a review of the determination by the Mayor. At such review the irresponsible animal owner may present any written statements or documentary evidence relevant to the declaration. The Mayor shall make a final and binding declaration within fifteen (15) days of the date of review. The irresponsible animal owner may appeal any declaration to the district court as provided by law. The declaration shall remain in effect during any appeal unless the district court stays it.

d) The person designated as an irresponsible animal owner shall have ten (10) days from the date of the notice, or if appealed ten (10) days from the Mayor's final decision, to relinquish ownership to the Humane Officer or in his or her absence, the Law Enforcement Official or another person, not residing within the irresponsible animal owner's premises. The irresponsible animal owner shall be responsible for all costs incurred for impounding, boarding and disposition. If ownership is transferred to another person, the irresponsible animal owner must provide the name and contact information for the new animal owner(s) to the Municipal Clerk within three (3) days of the transfer. If ownership is not relinquished, the Humane Officer or Law Enforcement Official may impound any animal owned by the irresponsible animal owner, and dispose of such animal in accordance with this title.

**Section 9.** That Section 94.50 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

**§ 94.50 PENALTY FOR VIOLATION.**

- A. Except as otherwise provided herein, any person upon whom a duty is placed by the provisions of this Article and who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of this Article, shall be deemed guilty of a Class I Misdemeanor as defined by section 131.22 of this Code. If such violation may be and is disposed of pursuant to a Waiver of Appearance and Plea of Guilty, the fine shall be fifty dollars (\$50.00) two hundred dollars (\$200.00) for the first offense, three hundred dollars (\$300.00) for the second offense, and four hundred dollars (\$400.00) for the third offense and each offense thereafter.
- B. Any person upon whom a duty is placed by the provision of §94.31, §94.32, and/or §94.37, of this Article and who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of said Sections, shall be deemed guilty of a Class I Misdemeanor as defined by this Code. If such violation may be and is disposed of pursuant to a Waiver of Appearance and Plea of Guilty, the fine shall be ten dollars (\$10.00) two hundred dollars (\$200.00) for the first offense, three hundred dollars (\$300.00) for the second offense, and four hundred dollars (\$400.00) for the third offense and each offense thereafter.
- C. Any person upon whom a duty is placed by the provisions of §94.41 of this Article and who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of said Section, shall be deemed guilty of a Class I Misdemeanor as defined by this Code.
- D. Any person upon whom a duty is placed by the provisions of §94.29, ~~and~~ §94.33, ~~and~~ §94.40 of this Article and who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of said Sections, shall be deemed guilty of a Class I Misdemeanor as defined by this Code. If such violation may be and is disposed of pursuant to a Waiver of Appearance and Plea of Guilty, the fine shall be One Two Hundred Dollars (\$200.00).

- E. Any person upon whom a duty is placed by the provisions of §94.46 of this Article and who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of said Section, shall be deemed guilty of a Class I Misdemeanor as defined by this Code. If such violation may be and is disposed of pursuant to a Waiver of Appearance and Plea of Guilty, the fine shall be seventy one hundred forty dollars (\$7140.00).
- F. Any person upon whom a duty is placed by the provisions of §94.34 of this Article and who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of this Section, shall be deemed guilty of a Class I Misdemeanor as defined by this Code. If such violation may be and is disposed of pursuant to a Waiver of Appearance and Plea of Guilty, the fine shall be two hundred dollars (\$200.00) for each occurrence.
- G. Each day that a violation of any Section of this Article continues shall constitute a separate and distinct offense and shall be punishable as such. The penalties herein provided shall be cumulative with and in addition to any penalty or forfeiture elsewhere in this Article provided. *(Amended by Ord. 02-21, 8/19/02; amended by Ord. No. 05-12, 9/6/05, Ord. 07-05, 5/7/07)*

**Section 10.** That Section 94.63 contained within Chapter 94 of the Waverly Municipal Code be amended to read as follows:

**§ 94.63 LICENSE; LICENSE TAGS; WRONGFUL LICENSING; WEARING OF COLLARS, REMOVAL, IDENTIFICATION; REMOVAL OF LICENSE TAG; EXCEPTIONS TO LICENSE, TRANSIENT CATS.**

Cats, cat owners, and persons shall be subject to the same requirements and duties imposed upon dogs, dog owners, and persons by the Waverly Dog Ordinance, with respect to licensing; license tags; wrongful licensing; wearing of collars; identification; removal of license tags; and exceptions to license transient cats; Provided, however, that the following exceptions to the above shall apply:

- A. License Fees: Cat licenses shall be issued by the Municipal Clerk upon payment of a license fee in accordance with the following schedule:
  - 1. Male Cat - \$230.00
  - 2. Neutered Male Cat - \$120.00
  - 3. Female Cat - \$230.00
  - 4. Spayed Female Cat - \$120.00
- B. License Tags. Cat license tags shall have die-stamped thereon the license number, ~~the words "CAT TAG—WAVERLY, NEBRASKA,"~~ and the year for which issued. It shall be the duty of the Municipal Clerk to issue tags of a suitable design that are different in appearance each year ~~and different in appearance from dog tags for the same year.~~
- C. Wearing of Collars or Harnesses. It shall be the duty of all persons owning cats to provide such cats with collars or harnesses which are elastic or otherwise constructed so as to prevent cats, to the extent possible, from becoming entangled, trapped, or injured due to the wearing of such collar or harness. *(Amended by Ord. No. 87-14, 9/8/87; 10-05, 5/3/10)*

**Section 11.** That any ordinance in conflict with this ordinance is hereby repealed.

**Section 12.** 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 9<sup>TH</sup> DAY OF DECEMBER, 2025.

**Consideration of the Third and Final Reading of Ordinance 25-26 Amending Chapter 31 of the Waverly Municipal Code relating to Appointed City Officials; And Amending Chapter 32 of the Waverly Municipal Code relating to Departments, Boards, and Commissions.**

Council Member Jespersen moved to approve the Third and Final Reading of Ordinance 25-26 Amending Chapter 31 of the Waverly Municipal Code relating to Appointed City Officials; And Amending Chapter 32 of the Waverly Municipal Code relating to Departments, Boards, and Commissions. Council Member Nielson seconded the motion.

Deputy Attorney Aerts read the ordinance by title:

ORDINANCE 25-26 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE III, CHAPTER 31 OF THE WAVERLY MUNICIPAL CODE RELATING TO APPOINTED CITY OFFICIALS; AND AMENDING CHAPTER 32 OF THE WAVERLY MUNICIPAL CODE RELATING TO DEPARTMENTS, BOARDS, AND COMMISSIONS

The following Council Members voted “YEA”: Jespersen, Nielson, and Delahoyde. The following Council Members voted “NAY”: None. Motion Carried. 3-0.

**ORDINANCE NO. 25-26**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE III, CHAPTER 31 OF THE WAVERLY MUNICIPAL CODE RELATING TO APPOINTED CITY OFFICIALS; AND AMENDING CHAPTER 32 OF THE WAVERLY MUNICIPAL CODE RELATING TO DEPARTMENTS, BOARDS, AND COMMISSIONS

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

**Section 1.** That Section 31.06 contained within Chapter 31 of the Waverly Municipal Code be amended to read as follows:

**§ 31.06 MUNICIPAL FIRE/RESCUE CHIEF.**

The Municipal Fire/Rescue Chief shall be appointed by the Mayor, by and with the consent of the Governing Body, ~~after receipt of a recommendation from the Emergency Services Coordinator.~~ The Fire/Rescue Chief shall be primarily responsible for the administration of the Municipal Fire/Rescue Department, shall work cooperatively with and at the direction of the ~~Municipal Emergency Services Coordinator~~ City Administrator, and shall take such steps as are reasonable and necessary to ensure the Municipal Fire/Rescue Department is operated in accordance with this Code. The Fire/Rescue Chief shall serve as an ex-officio, unpaid member of the Emergency Management Committee and shall supervise the Disaster Preparedness Manager and the Sever Weather Team Leader. The Municipal Fire/Rescue Chief shall serve at the pleasure of the Mayor. (Amended by Ord. No. 96-3, 2/5/96; 03-04, 7/7/03); (Neb. Rev. Stat. 17-147)

**Section 2.** That Section 31.19 contained within Chapter 31 of the Waverly Municipal Code be amended to read as follows:

**§ 31.19 DISASTER PREPAREDNESS MANAGER.**

The Mayor, by and with the consent of the Governing Body, shall appoint a Disaster Preparedness Manager. The Disaster Preparedness Manager shall report to the ~~Emergency Services Coordinator~~ Fire/Rescue Chief and have direct responsibility for the organization, administration, and operation of the local organization for Disaster Preparedness. The Disaster Preparedness Manager shall (1) serve as an ex-officio, unpaid member of the Emergency Management Committee; (2) serve as a liaison between the Municipality's Emergency Management Committees and the Lincoln-Lancaster County Emergency Management; (3) assume all duties and responsibilities of the Disaster Preparedness Manager as set forth in the Municipality Emergency Management Plan, such Plan as proposed by the Emergency Management Committee and adopted by the Governing Body; and (4) have such other duties as the Mayor may direct. (Ord. No. 85-2, 3/18/85) (Amended by Ord. No. 98-17, 11/16/98, 20-02, 03/24/2020; Ord. 20-02)

**Section 3.** That Section 31.20 contained within Chapter 31 of the Waverly Municipal Code be amended to be omitted from Waverly Municipal Code, as follows:

~~**§ 31.20 EMERGENCY SERVICES COORDINATOR.**~~

~~The Emergency Services Coordinator shall be appointed by the Mayor, by and with the consent of the Governing Body. The Emergency Services Coordinator shall serve as an ex-officio, unpaid member of the Emergency Management Committee and shall be primarily responsible for the overall administration and coordination of the providing of Emergency Services within the Municipality and in accordance with this Code, and shall supervise the Municipal Fire/Rescue Chief, the Disaster Preparedness Manager and the Severe Weather Team Leader. The Emergency Services Coordinator shall perform such duties as may be adopted, from time to time, as policy by the Governing Body and shall report to the Mayor. (Ord. No. 96-3, 2/5/96) (Amended by Ord. 03-04, 7/7/03; 20-02, 3/24/2020; Ord. 20-02)~~

**Section 4.** That Section 31.22 contained within Chapter 31 of the Waverly Municipal Code be amended to read as follows:

**§ 31.22 SEVERE WEATHER TEAM LEADER.**

The Severe Weather Team Leader shall be appointed by the Mayor, by and with the consent of the Governing Body, after receipt of a recommendation from the ~~Emergency Services Coordinator~~ Fire/Rescue Chief. The Severe Weather Team Leader shall be primarily responsible for organizing and directing the Severe Weather Team that provides overwatch during severe weather. The Severe Weather Team Leader shall (1) report to the ~~Emergency Services Coordinator~~ Fire/Rescue Chief; (2) serve as an ex-officio, unpaid member of the Emergency Management Committee; (3) serve as a liaison between the Municipality's Emergency Management Committees and the Lincoln-Lancaster County Emergency Management; (4) assume all duties and responsibilities of the Severe Weather Team Leader as set forth in the Municipality Emergency Management Plan, such Plan as proposed by the Emergency Management Committee and adopted by the Governing Body; and (5) have such other duties as the Mayor may direct. (Ord. No. 20-02, 3/24/2020; Ord. 20-02)

**Section 5.** That Section 32.005 contained within Chapter 32 of the Waverly Municipal Code be amended to read as follows:

**§ 32.005 WAVERLY EMERGENCY MANAGEMENT COMMITTEE.**

The Mayor shall appoint the Waverly Emergency Management Committee subject to ratification by the Governing Body. The Committee shall consist of at least ~~six (6)~~ five (5) members, and shall include one sitting City Council Member, ~~the Waverly Emergency Services Coordinator~~, Disaster Preparedness Manager, Severe Weather Team Leader, Executive Member of the Rural Fire Board and the Waverly Fire/Rescue Chief. The Council Member appointed to such Committee shall serve as a non-voting ex officio member of the Committee and shall not propose Committee action by motion. The members of the Committee shall serve without compensation. The Committee shall meet at such times as their own internal rules shall provide. Full and correct minutes and records of all meetings shall be kept and provided to the Municipal Clerk for filing, where they shall be available for public inspection at any reasonable time. A majority of the voting Committee members shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the Committee shall function in accordance with its own procedural rules. ~~The Waverly Emergency Services Coordinator~~ Fire/Rescue Chief shall serve as the chairperson of the Committee. The chairperson shall have direct responsibility for the organization, administration, and operation of the Committee, subject to the direction and control of the Mayor. The Committee shall propose to the Governing Body appropriate rules and regulations for emergency management for the Municipality in coordination with the Waverly Emergency Management Plan of the Lincoln-Lancaster County Emergency Management. All actions of the Committee shall be subject to the review and control of the Governing Body. The Committee shall be responsible for providing such reports and performing such other duties as the Governing Body may, from time to time and at any time, designate. (Ord. No. 2-200.206, 11/16/81) (Amended by Ord. Nos. 83-5, 4/18/83; 84-1, 2/20/84; 90-4, 3/5/90; 98-8, 4/6/98, 20-02, 3/24/2020; and 23-01, 2/28/2023)

**Section 6.** That Section 32.063 contained within Chapter 32 of the Waverly Municipal Code be amended to read as follows:

#### **§ 32.063 OPERATION AND FUNDING.**

The Municipality operates the Waverly Fire and Rescue Department through ~~the Emergency Services Coordinator~~, the Municipal Fire/Rescue Chief, volunteer firefighters and emergency rescue squad members. The Governing Body, for the purpose of defraying the cost of the management, maintenance, and improving the Waverly Fire and Rescue Department may each year levy a tax not exceeding the maximum limits prescribed by State Law, on the actual valuation of all real estate and personal property within the Municipality that is subject to taxation. The revenue from said tax shall be known as the Fire Department Fund. The Fund shall be at all times in the possession of the Municipal Treasurer. The Municipality may enter into an agreement with the appropriate rural fire district for mutual aid, sharing of costs and authorizing the Waverly Fire and Rescue Department to provide protection and services for all the residents therein. (Amended by Ord. 03-05, 7/7/03)

**Section 7.** That Section 32.064 contained within Chapter 32 of the Waverly Municipal Code be amended to read as follows:

#### **§ 32.064 FIRE/RESCUE CHIEF.**

The Municipal Fire and Rescue Chief shall manage the Waverly Fire and Rescue Department and it shall be his/her duty to command all firefighting/rescue activities; interview and recommend appointment of firefighters/rescue personnel; maintain departmental discipline and order; enforce rules and regulations; recommend disciplinary actions; regularly inspect readiness of personnel and equipment; participate in the formulation of departmental policies and procedures, including policies and procedures for the recruitment and retention of firefighters/rescue personnel; participate in the preparation and administration of the fire department budget; and prepare and submit necessary statistical and operation reports as are requested by

the Mayor, the Governing Body, and the ~~Emergency Services Coordinator~~ City Administrator. (Amended by Ord. 03-05, 7/7/03)

**Section 8.** That Section 32.065 contained within Chapter 32 of the Waverly Municipal Code be amended to read as follows:

### § 32.065 FIREFIGHTERS/RESCUE PERSONNEL.

The Mayor, based upon recommendations of ~~the Emergency Services Coordinator~~ and the Fire/Rescue Chief, shall appoint, subject to the review and approval of the Governing Body, no more than seventy-five (75) persons as firefighters/rescue personnel to the Waverly Fire and Rescue Department. A City Council Member shall serve as a nonvoting ex officio member of the Department and shall not propose department action by motion. The members of the Department shall serve without compensation. A current list of firefighters approved by resolution by the Governing Body will be filed and maintained at the office of the City Clerk and with the Fire/Rescue Chief. All prospective firefighter/rescue members shall complete a Membership Application form approved by the City. The duly appointed firefighter/rescue members shall be considered to be employees of the Municipality for the purpose of providing them with worker's compensation and life insurance. Each firefighter/rescue member shall be entitled to a term life insurance policy for death from any cause. The policy, at the option of the individual, may be converted to a permanent form of life insurance at age seventy (70); Provided, that the firefighters/rescue members covered are actively and faithfully performing the duties of their position, including, but not limited to, traveling from any place from which they have been called to active duty, to a fire station or other place where firefighting/rescue equipment that their company or unit is to use is located, or to any emergency that the firefighters/rescue members may be officially called to participate in, attending drills, meetings, seminars, or training related to the duties as firefighters/rescue members as may be decided by the Governing Body subject to the limitations above. Except as otherwise provided herein, the Department shall function in accordance with its own procedural rules. The Waverly Fire and Rescue Chief shall have direct responsibility for the organization, administration, and operation of the Department, subject to the direction and control of the ~~Emergency Services Coordinator~~ City Administrator and the Mayor. The Department shall propose to the Governing Body appropriate rules and regulations for Fire and Rescue Safety for the Municipality. All actions of the Department shall be subject to review and control of the Governing Body. The Department shall be responsible for making such reports and performing such other duties as the Governing Body may from time to time designate. (Amended by Ord. No. 99-18, 6/21/99; 03-05, 7/7/03; 23-02, 3/14/23)

**Section 9.** That Section 32.071 contained within Chapter 32 of the Waverly Municipal Code be amended to read as follows:

### § 32.071 OPERATION AND FUNDING.

The City of Waverly shall oversee the Waverly Fire and Rescue for ambulance and rescue services through the ~~Emergency Services Coordinator~~ Fire/Rescue Chief. The Governing Body, for the purpose of defraying the cost of the maintenance, management, and improvements relating to the Waverly Fire and Rescue Department and equipment attendant thereto, may each year levy tax not exceeding the maximum limits prescribed by State Law, on the actual valuation of all real estate and personal property within the Municipality that is subject to taxation. The Municipality may enter into an agreement with the appropriate rural fire district for mutual aid, sharing of costs, and authorizing the Waverly Fire and Rescue to provide protection and services for all the residents therein. (Amended by Ord. No. 99-19, 7/6/99)

**Section 10.** That Section 32.073 contained within Chapter 32 of the Waverly Municipal Code be amended to read as follows:

**§ 32.073 REMOVAL OF VOLUNTEER MEMBERS.**

The Mayor shall, after consulting with the ~~Emergency Services Coordinator and~~ Fire/Rescue Chief, have the duty to remove or suspend any fire/rescue personnel who (1) act with gross or willful negligence in the performance of their duties; (2) display grossly immoral or dishonorable conduct evidencing unfitness for service as a volunteer fire/rescue member; (3) have been convicted of a Class I or II misdemeanor or a felony under state law; or (4) otherwise fail to perform duties in accordance with this Code. Gross or willful negligence includes, but is not necessarily limited to (a) a deliberate act; (b) such conduct as evidences reckless indifference to safety; or (c) intoxication or being under the influence of any drug which would impair physical or mental faculties while performing active duty. (Amended by Ord. No. 99-19, 7/6/99; 03-05, 7/7/03)

**Section 11.** That any ordinance in conflict with this ordinance is hereby repealed.

**Section 12.** 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 \_\_\_\_\_ 9<sup>TH</sup> DAY OF DECEMBER \_\_\_\_\_, 2025.

**Consideration of the Third and Final Reading of Ordinance 25-27 Amending Chapter 71 of the Waverly Municipal Code relating to Traffic Regulations**

Council Member Jespersen moved to approve the Third and Final Reading of Ordinance 25-27 Amending Chapter 71 of the Waverly Municipal Code relating to Traffic Regulations. Council Member Nielson seconded the motion.

Deputy Attorney Aerts read the ordinance by title:

ORDINANCE 25-27 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE VII, CHAPTER 71 OF THE WAVERLY MUNICIPAL CODE RELATING TO TRAFFIC REGULATIONS

The following Council Members voted “YEA”: Nielson, Delahoyde, and Jespersen. The following Council Members voted “NAY”: None. Motion Carried. 3-0.

**ORDINANCE NO. 25-27 (Amended)**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING TITLE VII, CHAPTER 71 OF THE WAVERLY MUNICIPAL CODE RELATING TO TRAFFIC REGULATIONS.

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

**Section 1.** That Section 71.71, subsection (E) contained within Chapter 71 of the Waverly Municipal Code be amended to read as follows:

(E) It shall be unlawful for any person to operate all-terrain, utility-type, or mini truck vehicles on the City streets or alleys:

(1) until the owner has demonstrated proof of insurance to the City and obtained a license plate for the current year. The City will issue a license plate and/or decal for the current year that must be affixed to the rear of the all-terrain, utility-type, or minitruck vehicles in a conspicuous place. The City will charge a fee of forty dollars (\$40.00) for the issuance of the license certificate and plate. The certificate shall be an annual certificate from January 1 through December 31 of each year. The operator shall have until April 30 of the following year to renew the certificate and plate for an annual fee of twenty dollars (\$20.00), provided that the sum of ten dollars (\$10.00) shall be added to the license fees set forth in the foregoing schedule for each license obtained on or after May first (1<sup>st</sup>) or otherwise delinquent. The fee for any replacement plate shall be fifteen (\$15.00) dollars.

(2) with more passengers on said vehicle than is recommended by the original manufacturer.

**Section 2.** That Section 71.71 of the Waverly Municipal Code be further amended by adding a new subsection (K) to read as follows, and renumbering the existing penalty subsection as (L):

(K) Snow Removal Exception. A properly registered and insured all-terrain vehicle or utility-type vehicle may be operated on City streets for the limited purpose of snow removal on public or private property, as authorized by Neb. Rev. Stat. § 60-6,356, provided that:

- (1) the operator holds a valid Class O operator's license or farm permit;
- (2) the vehicle is operated at a speed not to exceed thirty (30) miles per hour;
- (3) when operated between the hours of sunset and sunrise for snow removal, the vehicle's headlight and taillight are on;
- (4) the vehicle is equipped with a bicycle safety flag meeting the requirements of Neb. Rev. Stat. § 60-6,356(3)(d);
- (5) the operator has liability insurance for the vehicle and shall provide proof of such insurance to any peace officer requesting such proof within five (5) days of the request; and
- (6) such use is limited solely to snow removal activities and does not constitute general authorization for roadway use.

**Section 3.** That Section 71.72, subsection (E) contained within Chapter 71 of the Waverly Municipal Code be amended to read as follows:

(E) It shall be unlawful for any person to operate golf cart vehicles on the City streets or alleys:

(1) until the owner has demonstrated proof of insurance to the City and obtained a license plate for the current year. The City will issue a license plate and/or decal for the current year that must be affixed to the rear of the golf cart in a conspicuous place. The City will charge a fee of forty dollars (\$40.00) for the issuance of the license certificate and plate. The certificate shall be an annual certificate from January 1 through December 31 of each year. The operator shall have until April 30 of the following year to renew the certificate and plate for an annual fee of twenty dollars (\$20.00), provided that the sum of ten dollars (\$10.00) shall be added to the license fees set forth in the foregoing schedule for each license obtained on or after May first (1<sup>st</sup>) or otherwise delinquent. The fee for any replacement plate shall be fifteen (\$15.00) dollars.

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

**Section 5.** 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 9<sup>TH</sup> DAY OF DECEMBER, 2025.

### **INTRODUCTION TO BUSINESS AND COMMUNICATIONS**

#### **Consideration of an agreement with JEO Consulting Group, Inc for engineering services on the Wastewater Treatment Facility Generator Replacement Project in an amount not to exceed \$28,350.00.**

Council Member Jespersen moved to approve an agreement with JEO Consulting Group, Inc for engineering services on the Wastewater Treatment Facility Generator Replacement Project in an amount not to exceed \$28,350.00. Council Member Nielson seconded the motion.

City Administrator Fisher advised this project will completely replace the generator setup at the Wastewater Treatment Facility; our current system only supplies power to the pump station and not the treatment, so it would cause an unpleasant situation if we lost power for more than a couple hours. JEO will provide observation and close out the project; the city will look for bids. Council Member Delahoyde pointed out the engineering for this project is budgeted.

The following Council Members voted “YEA”: Delahoyde, Jespersen, and Nielson. The following Council Members voted “NAY”: None. Motion Carried. 3-0.

#### **Consideration of Mayor's appointment for Ward 2 City Council Member.**

Council Member Jespersen moved to postpone to the next meeting. Council Member Nielson seconded the motion.

The following Council Members voted “YEA”: Jespersen, Nielson, and Delahoyde. The following Council Members voted “NAY”: None. Motion Carried. 3-0.

#### **Election of Council President.**

Council Member Delahoyde moved to elect Council Member David Jespersen as Council President. Council Member Nielson seconded the motion.

The following Council Members voted “YEA”: Nielson, Delahoyde, and Jespersen. The following Council Members voted “NAY”: None. Motion Carried. 3-0.

#### **Consideration of the Mayor's recommendation for City Official Appointments.**

Consent Agenda

#### **Consideration of the Mayor's recommendation for City Council Liaison Appointments.**

Consent Agenda

#### **Consideration of the Mayor's recommendation for Planning Commission; Board of Adjustments; Park, Recreation, and Tree Committee; Emergency Management Committee Appointments.**

Consent Agenda

Mayor Pascoe recognized Ian Wilshusen for stepping up for the Planning Commission. Wilshusen provided a brief introduction.

#### **Consideration and approval of changes to the Signature Cards for First State Bank, Horizon Bank, Pinnacle Bank, and NPAIT.**

Consent Agenda

### **COMMITTEE REPORTS**

### **Human Services (Park & Recreation)**

City Administrator Fisher reported we are taking applications for the new full-time position—half the year is spent as the Aquatic Center Manager and the other half of the year will be marketing for our Parks & Rec programs. We've gotten a handful in, will be taking them through this week, then start doing interviews. If you know anyone interested, please encourage them to apply. Parks & Rec Director Hufford has been working on some ideas for possible deck expansion at the Aquatic Center, working through getting some specification and plans together for that to make sure we can talk to some contractors for that. We have ordered replacement slide at Wayne Park; it is a brand-new slide, about \$4,300, so please encourage your children not to damage the slide.

### **Public Works (Utilities & Street): Council Member Delahoyde**

Council Member Delahoyde reported they patched a sunk in panel on Amberly Road; City Administrator Fisher stated this is a temporary patch to get through the winter, a full panel replacement will be done next spring or summer. Delahoyde reported they plowed and salted with the two snowstorms on Nov 29 and Dec 1, then cleared sidewalks by hand since the new machine had not yet arrived. Ordered a new base and reinstalled RRFB on N 148<sup>th</sup> and Castlewood that was damaged. Worked on replacing a damaged sign at N 143<sup>rd</sup> and Highway 6. Winterized the street sweeper. Scraped ice off some small spots on the Christmas parade route and put out/picked up barricades from parade route. The new Bobcat arrived. Continued to move biosolids to the storage area at the Wastewater Treatment Plant.

### **Public Health (Fire & Safety): Council Member Jespersen**

Council Member Jespersen reported since our last meeting there have been 23 calls for service with the majority being medical. Waverly Fire personnel met with Smart Chicken to get a tour of the plant and go over their emergency responses if there ever was an issue. They also had some ongoing discussions with the SOFOS Power project that is proposed and what we'd need potentially there. The Santa Express was well attended by the community; the lighted parade was cold. Darci Martinosky was hired for the part time role of Fire Department Administrative Assistant and started last Monday; going through training and was budgeted as a 20 hour per week position. Rural fire departments met to talk more about advanced life support services; currently with LFR but they are looking at other options and how other rural fire departments handle ALS.

### **Fiscal and Economic Development: Council Member Nielson**

Council Member Nielson reported the CRA will meet on December 15; they are purchasing a parcel of land for development. The economic development group met yesterday to discuss reaching out for partnerships in corporations and discussed the concept plan for west Waverly.

### **City Administrator Fisher**

City Administrator Fisher reported Spot Spirits' temporary license was fulfilled so they now have their regular license. Tobacco Licenses are being renewed for the first of the year. Pet licenses and golf cart/ATV licensing will start after Jan 1 and we will have our online system ready to go at that time. Worked on finalizing the documents for both the City and CRA land purchases and are set to close on December 23; working on our due diligence with that. The Mayor and I went to the Lincoln Chamber of Commerce last week and met with local elected officials and business owners and personnel to discuss the east beltway to renew that discussion and talk about the next steps in that process. They will look for grants to fund the right of way purchases and other planning. We also met with SOFOS a couple times, discussing with them on their application. The public hearing is scheduled for January 7. They will go before the Lincoln-Lancaster County Planning Commission for their application with a special use permit to construct a battery storage facility at N 120<sup>th</sup> and Highway 6.

### **ADJOURNMENT**

Council Member Jespersen moved to adjourn the meeting at 6:19. Council Member Nielson seconded the motion.

The following Council Members voted “YEA”: Delahoyde, Jespersen, and Nielson. The following Council Members voted “NAY”: None. Motion Carried. 3-0.

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Abbey L. Pascoe  
Mayor

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Megan K. Frye  
City Clerk/Human Resources Assistant

**MINUTES OF A WAVERLY CITY COUNCIL QUARTERLY STRATEGIC PLANNING MEETING HELD ON DECEMBER 11, 2025**

**CALL TO ORDER**

Mayor Abbey Pascoe called the Meeting to order at 5:00 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, and Dave Nielson were in attendance. Other City Officials present were City Administrator Stephanie Fisher. Others present 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**

Discussion of short-term and long-term capital improvement projects, current budgeted items, comprehensive plan.

**ADJOURNMENT**

Council Member Nielson moved to adjourn the meeting at 7:24 p.m. Council Member Jespersen seconded the motion.

The following Council Members voted "YEA": Jespersen, Nielson, and Delahoyde. The following Council Members voted "NAY": None. Motion Carried. 3-0.

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Abbey L. Pascoe  
Mayor

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Megan K. Frye  
City Clerk/Human Resources Assistant

**Claims for Payment: December 10th - 23rd , 2025**

<b>Group A</b>			
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Date Paid</b>
AAA Rents & Event Services	Santa Express chair rental	\$ 502.50	
ADP Fees	Payroll Fees	\$ 150.95	12/19/2025
ADP Payroll	Payroll	\$ 43,472.15	12/26/2025
After Hours Grafix	Reflective ambulance wrap	\$ 5,096.14	
Anderson Auto Group	Waverly 11 maintenance	\$ 137.15	
Ball Insurance Services	Fire Department Insurance	\$ 2,306.00	
Black Hills Energy	Natural gas	\$ 1,288.22	
Blue Cross Blue Shield NE	Health Insurance	\$ 16,888.93	1/1/2026
Boecker's Wreckers	Tow charge	\$ 300.00	
Brad Pfeiffer	WFR-Personal Vehicle Reimbursement	\$ 40.00	
Carquest Auto Parts	Nissan truck parts, seat cover return	\$ 90.03	
Cornsilk Crafts	Santa Express t-shirts	\$ 235.40	
Deere & Company	Parks gator w/plow	\$ 6,108.40	
Electric Pump	Checked 3 main wet well pumps	\$ 1,450.00	
Fireguard, LLC	Fire extinguisher inspection sales tax refund	\$ (16.38)	
Frontier	Propane tank rental	\$ 75.00	
Guardian	Life & Vision Insurance	\$ 445.16	
Hawkins, Inc.	Supplies	\$ 4,463.05	
HBE LLP	Progress billing for audit	\$ 18,000.00	
Hometown Leasing	FD Copier	\$ 71.48	
Inland Truck Parts & Service	2005 Ford F650 repair	\$ 1,060.46	
Jamieson Battistella	Santa Express reimbursement	\$ 118.05	
JEO Consulting Group, Inc.	Fire Station Prelim Design, ANP 10th Addition, New Well Siting	\$ 16,068.75	
Jerry's Transmission Service	2019 Ford F550 repair	\$ 932.04	
John Hancock USA	Retirement	\$ 3,794.35	12/26/2025
Landscape Alternatives	Parks tree/landscape services & street trees/cemetery services	\$ 4,245.00	
LARM	Add Bobcat, snowblower, broom	\$ 704.68	
Life-Assist, Inc.	Medical Supplies	\$ 1,246.66	
Lincoln Electric System	Electricity	\$ 16,517.98	
Lincoln Electric System	Amberly Rd: Hwy 6 to N 143 St.	\$ 94,133.13	
Lincoln Electric System	N 134th: Amberly to Dovers	\$ 15,052.99	
Lincoln Fire & Rescue	LFR Annual Contract	\$ 6,731.60	
Matheson Tri-Gas, Inc.	Oxygen bottle rental	\$ 56.35	
Menards-Lincoln North	Santa express trash cans/liner	\$ 129.94	
Menards-Lincoln North	Tool box, wrench roll, lock tape, driver set, tools, storage supplies	\$ 685.88	
Miracle Playsystems	Wayne Park slide	\$ 4,888.02	
Nadezhda Koval	Cleaning Service	\$ 452.41	
National Sign Company	Street signs	\$ 417.10	
NE Public Health Environ. Lab	Lab Fees	\$ 110.00	
Olsson Inc.	Anderson North Park 10th Addition, Waverly Ridge Construction	\$ 2,248.40	
One Billing Solutions	November 2025 Billing-EMS	\$ 948.57	
Production Creek Specialty Adv.	Employee clothing	\$ 44.00	
Quik Dump Refuse	Garbage Service	\$ 418.77	
Rembolt Ludtke LLP	Real Estate Acquisitions	\$ 1,014.50	
Rembolt Ludtke LLP	Legal Fees & Real Estate Acquisitions	\$ 4,014.50	
S & L Trenching LLC	Water line repair	\$ 9,995.00	
S.E.Rural Fire Protection Dist	EMS Calls	\$ 2,000.00	
Sparq Data Solutions	Meeting Subscription	\$ 4,250.00	
U.S. Postmaster	Stamps/Postage	\$ 320.58	
Unforgettable Events	Santa Express DJ	\$ 800.00	
Unforgettable Events	Santa Express DJ	\$ 50.00	
Union Bank & Trust Co.	HSA Accounts	\$ 3,000.00	1/1/2026
USA Blue Book	Free chlorine reagents, storage solution bottles	\$ 1,041.00	
Verizon Wireless	Phone Service	\$ 488.85	
William Gerdes	WFR-Personal Vehicle Reimbursement	\$ 2,000.00	
Point C	Health Reimbursement Account	\$ 668.22	
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 148.00	
	<b>Claims Group A Total</b>	<b>\$ 301,899.96</b>	

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

City of Waverly  
November, 2025

Gross Sales

Waverly \$ 183,269.68

Gross Sales 100.00% \$ 183,269.68

Prizes (Payouts)

Waverly

Prizes (Payouts) 74.7861% \$137,060.28

Operator Commission 12.0000% \$21,992.36

City Share 13.0527% \$23,921.63

Uncollected Winnings 0.1612% \$295.41

Interest \$8.11

Total to city \$24,225.15

YTD SALES \$ 381,089.49

City 7%min earned YTD \$26,676.26

Paid YTD \$54,678.07

Due City (\$28,001.81)

Monthly AGGREGATE ALL GAMES SYSTEM SUMMARY for Nov 1, 2025 thru Nov 30, 2025

Date	Sales	Payments	Hold	Hold %
Nov 01	9,990.94	10,271.61	(280.67)	-2.81
Nov 02	8,132.75	6,867.36	1,265.39	15.56
Nov 03	5,928.59	6,106.78	(178.19)	-3.01
Nov 04	5,150.61	3,146.82	2,003.79	38.90
Nov 05	3,006.36	1,808.50	1,197.86	39.84
Nov 06	6,924.15	4,642.97	2,281.18	32.95
Nov 07	8,432.35	4,383.50	4,048.85	48.02
Nov 08	10,516.33	8,673.90	1,842.43	17.52
Nov 09	7,105.04	5,008.02	2,097.02	29.51
Nov 10	5,484.33	5,761.91	(277.58)	-5.06
Nov 11	3,218.41	520.06	2,698.35	83.84
Nov 12	3,821.25	3,233.76	587.49	15.37
Nov 13	5,244.82	4,712.37	532.45	10.15
Nov 14	9,209.62	9,744.27	(534.65)	-5.81
Nov 15	7,778.76	3,716.69	4,062.07	52.22
Nov 16	6,965.33	4,475.21	2,490.12	35.75
Nov 17	4,638.80	1,394.75	3,244.05	69.93
Nov 18	6,651.09	5,498.29	1,152.80	17.33
Nov 19	5,369.00	2,864.46	2,504.54	46.65
Nov 20	5,603.14	2,937.01	2,666.13	47.58
Nov 21	10,123.82	6,713.85	3,409.97	33.68
Nov 22	6,975.43	4,791.09	2,184.34	31.31
Nov 23	4,325.34	3,314.35	1,010.99	23.37
Nov 24	5,546.57	3,934.25	1,612.32	29.07
Nov 25	4,785.61	3,078.14	1,707.47	35.68
Nov 26	6,972.74	5,831.19	1,141.55	16.37
Nov 27	0.00	0.00	0.00	0.00
Nov 28	3,992.37	2,980.01	1,012.36	25.36
Nov 29	5,367.31	3,916.65	1,450.66	27.03
Nov 30	6,008.82	6,732.51	(723.69)	-12.04
TOTAL	183,269.68	137,060.28	46,209.40	25.21

	Sales	Payouts	difference	reductions:	checks	deposit	CAL
1	\$ 9,990.94	\$ 10,271.61	(\$280.67)		\$1,210.00	\$929.33	\$929.33
2	\$ 8,132.75	\$ 6,867.36	\$1,265.39			6/18/1903	\$1,265.39
3	\$ 5,928.59	\$ 6,106.78	(\$178.19)		\$400.00	8/8/1900	\$221.81
4	\$ 5,150.61	\$ 3,146.82	\$2,003.79			6/25/1905	\$2,003.79
5	\$ 3,006.36	\$ 1,808.50	\$1,197.86			4/11/1903	\$1,197.86
6	\$ 6,924.15	\$ 4,642.97	\$2,281.18			3/30/1906	\$2,281.18
7	\$ 8,432.35	\$ 4,383.50	\$4,048.85			\$4,048.85	\$4,048.85
8	\$ 10,516.33	\$ 8,673.90	\$1,842.43		\$2,166.67	12/22/1910	\$4,009.10
9	\$ 7,105.04	\$ 5,008.02	\$2,097.02			9/27/1905	\$2,097.02
10	\$ 5,484.33	\$ 5,761.91	(\$277.58)		\$2,440.00	\$2,162.42	\$2,162.42
11	\$ 3,218.41	\$ 520.06	\$2,698.35			5/21/1907	\$2,698.35
12	\$ 3,821.25	\$ 3,233.76	\$587.49		\$1,709.18	4/14/1906	\$2,296.67
13	\$ 5,244.82	\$ 4,712.37	\$532.45			\$532.45	\$532.45
14	\$ 9,209.62	\$ 9,744.27	(\$534.65)		\$1,000.00	\$465.35	\$465.35
15	\$ 7,778.76	\$ 3,716.69	\$4,062.07			\$4,062.07	\$4,062.07
16	\$ 6,965.33	\$ 4,475.21	\$2,490.12			\$2,490.12	\$2,490.12
17	\$ 4,638.80	\$ 1,394.75	\$3,244.05			\$3,144.05	\$3,244.05
18	\$ 6,651.09	\$ 5,498.29	\$1,152.80			\$3,374.80	\$3,374.80
19	\$ 5,369.00	\$ 2,864.46	\$2,504.54		\$2,222.00	\$2,504.54	\$2,504.54
20	\$ 5,603.14	\$ 2,937.01	\$2,666.13			4/19/1907	\$2,666.13
21	\$ 10,123.82	\$ 6,713.85	\$3,409.97			\$3,409.97	\$3,409.97
22	\$ 6,975.43	\$ 4,791.09	\$2,184.34			\$2,184.34	\$2,184.34
23	\$ 4,325.34	\$ 3,314.35	\$1,010.99			\$1,010.99	\$1,010.99
24	\$ 5,546.57	\$ 3,934.25	\$1,612.32			\$1,612.32	\$1,612.32
25	\$ 4,785.61	\$ 3,078.14	\$1,707.47		\$1,009.50	\$2,716.97	\$2,716.97
26	\$ 6,972.74	\$ 5,831.19	\$1,141.55		\$1,220.00	\$2,361.55	\$2,361.55
27	\$ -	\$ -	\$0.00				\$0.00
28	\$ 3,992.37	\$ 2,980.01	\$1,012.36			\$1,012.36	\$1,012.36
29	\$ 5,367.31	\$ 3,916.65	\$1,450.66			\$1,450.66	\$1,450.66
30	\$ 6,008.82	\$ 6,732.51	(\$723.69)		\$2,280.00	\$1,556.31	\$1,556.31
Total	\$183,269.68	\$137,060.28	\$46,209.40	\$0.00	\$15,657.35	\$61,766.75	\$61,866.75

**-\$100.00**

402-786-2555  
WAVERLY

402-879-4788  
SUPERIOR

308-346-1744  
McCOOK

402-253-2222  
SPRINGFIELD

horizonbankne.com

CITY OF WAVERLY  
LOTTERY OPERATING ACCOUNT  
P O BOX 427  
WAVERLY NE 68462

HM

PAGE 1

YOUR ACCOUNT TYPE IS: PREFERRED NOW  
CHECKING SUMMARY .....

ACCOUNT	00N206-466	PIECES	43	BALANCE	
WITHDRAWALS		DEPOSITS		49,969.36	
PREV STATEMENT BALANCE (10/31/25)					
26 DEPOSITS / CREDITS .....		61,541.32			
INTEREST PAID .....		8.11			
17 CHECKS / DEBITS .....	72,507.22				
STATEMENT BALANCE (11/30/25)				39,011.57	

YTD INTEREST PAID ..... 72.80  
AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 49,357.91

DEPOSITS / CREDITS ..... ACCOUNT 00N206-466

11/03/25	CUSTOMER DEPOSIT	929.33	✓
11/03/25	CUSTOMER DEPOSIT	1,265.39	✓
11/03/25	CUSTOMER DEPOSIT	1,338.17	✓
11/03/25	CUSTOMER DEPOSIT	1,538.05	✓
11/03/25	CUSTOMER DEPOSIT	7,608.52	✓
11/07/25	CUSTOMER DEPOSIT	221.81	✓
11/07/25	CUSTOMER DEPOSIT	2,003.79	✓
11/10/25	CUSTOMER DEPOSIT	1,197.86	✓
11/10/25	CUSTOMER DEPOSIT	2,097.02	✓
11/10/25	CUSTOMER DEPOSIT	2,281.18	✓
11/10/25	CUSTOMER DEPOSIT	4,009.10	✓
11/10/25	CUSTOMER DEPOSIT	4,048.85	✓
11/12/25	CUSTOMER DEPOSIT	2,162.42	✓
11/12/25	CUSTOMER DEPOSIT	2,698.35	✓
11/17/25	CUSTOMER DEPOSIT	465.35	✓
11/17/25	CUSTOMER DEPOSIT	532.45	✓
11/17/25	CUSTOMER DEPOSIT	2,296.67	✓
11/17/25	CUSTOMER DEPOSIT	2,490.12	✓
11/17/25	CUSTOMER DEPOSIT	4,062.07	✓
11/20/25	CUSTOMER DEPOSIT	2,504.54	✓
11/20/25	CUSTOMER DEPOSIT	3,144.05	✓
11/20/25	CUSTOMER DEPOSIT	3,374.80	✓
11/24/25	CUSTOMER DEPOSIT	1,010.99	✓
11/24/25	CUSTOMER DEPOSIT	2,184.34	✓
11/24/25	CUSTOMER DEPOSIT	2,666.13	✓
11/24/25	CUSTOMER DEPOSIT	3,409.97	✓

----- CONTINUED ON NEXT PAGE -----

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 10-31-25  
ACCT. NAME City of Liberty

CURRENCY	1330.17	8	
COIN		9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 1330.17

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/03/2025 20  
1338.17

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 10-31-25  
ACCT. NAME City of Liberty

CURRENCY	1537.05	8	
COIN		9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 1537.05

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/03/2025 20  
1538.05

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-1-25  
ACCT. NAME City of Liberty

CURRENCY	929.00	8	
COIN	35	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 929.35

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/03/2025 20  
929.33

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-2-25  
ACCT. NAME City of Liberty

CURRENCY	1265.39	8	
COIN		9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 1265.39

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/03/2025 20  
1265.39

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-2-25  
ACCT. NAME City of Liberty

CURRENCY	2790.00	8	
COIN	952	9	
CHECKS	4818.00	10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 7608.52

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/03/2025 20  
7608.52

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-9-25  
ACCT. NAME City of Liberty

CURRENCY	2003.79	8	
COIN	79	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 2003.79

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/07/2025 20  
2003.79

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-3-25  
ACCT. NAME City of Liberty

CURRENCY	221.81	8	
COIN		9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 221.81

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/07/2025 20  
221.81

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-8-25  
ACCT. NAME City of Liberty

CURRENCY	4009.10	8	
COIN		9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 4009.10

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/10/2025 20  
4009.10

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-6-25  
ACCT. NAME City of Liberty

CURRENCY	2281.18	8	
COIN		9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 2281.18

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/10/2025 20  
2281.18

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-5-25  
ACCT. NAME City of Liberty

CURRENCY	1197.86	8	
COIN		9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 1197.86

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK

00000000004905784: 11/10/2025 20  
1197.86

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-17-25  
ACCT. NAME City of Waverly

CURRENCY	3143.00	8	
COIN	00	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 3143.00

00000000004905784: 11/20/2025 20  
3144.05

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-19-25  
ACCT. NAME City of Waverly

CURRENCY	2504.54	8	
COIN	00	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 2504.54

00000000004905784: 11/20/2025 20  
2504.54

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-25-25  
ACCT. NAME City of Waverly

CURRENCY	2184.34	8	
COIN	00	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 2184.34

00000000004905784: 11/24/2025 20  
2184.34

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-25-25  
ACCT. NAME City of Waverly

CURRENCY	3409.97	8	
COIN	00	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 3409.97

00000000004905784: 11/24/2025 20  
3409.97

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-20-25  
ACCT. NAME City of Waverly

CURRENCY	2666.13	8	
COIN	00	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 2666.13

00000000004905784: 11/24/2025 20  
2666.13

- CHECKING ACCOUNT DEPOSIT SLIP -

**HORIZON BANK** Member FDIC  
www.horizonbankne.com

Acc't No. 206466  
DATE 11-25-25  
ACCT. NAME City of Waverly

CURRENCY	1010.99	8	
COIN	00	9	
CHECKS		10	
1		11	
2		12	
3		13	
4		14	
5		TOTAL BACK SIDE	
6		TOTAL	
7		LESS CASH BACK *	

TOTAL DEPOSIT \$ 1010.99

00000000004905784: 11/24/2025 20  
1010.99

**CITY OF WAVERLY**  
DBA WAVERLY KENO  
PO BOX 427 PH 402-788-2114  
WAVERLY, NE 68462

Date 27 Oct 2025 13830 78-578/1049

Pay to the Order of Cindy Thompson \$ 1,210.00 <sup>00/100</sup>  
One Thousand Two Hundred and Ten and 00/100 Dollars

For 25320.2.26 Rhonda S. Pedraza

⑆104905784⑆ 20 646 6⑈ 3830

1210.00

**CITY OF WAVERLY**  
DBA WAVERLY KENO  
PO BOX 427 PH 402-788-2114  
WAVERLY, NE 68462

Date 29 Oct 2025 13831 78-578/1049

Pay to the Order of Cindy Thompson \$ 1,200.00 <sup>00/100</sup>  
One Thousand Two Hundred and 00/100 Dollars

For 25302.2.23 Rhonda S. Pedraza

⑆104905784⑆ 20 646 6⑈ 3831

1200.00

**CITY OF WAVERLY**  
DBA WAVERLY KENO  
PO BOX 427 PH 402-788-2114  
WAVERLY, NE 68462

Date 29 Oct 2025 13832 78-578/1049

Pay to the Order of Shawn Comstock \$ 2,400.00 <sup>00/100</sup>  
Two Thousand Four Hundred and 00/100 Dollars

For 25200.2.170 Rhonda S. Pedraza

⑆104905784⑆ 20 646 6⑈ 3832

2400.00

**CITY OF WAVERLY**  
DBA WAVERLY KENO  
PO BOX 427 PH 402-788-2114  
WAVERLY, NE 68462

Date 10-31-25 13833 78-578/1049

Pay to the Order of Shavill Richardson \$ 1333.50 <sup>50/100</sup>  
One Thousand Three Hundred thirty three and 50/100 Dollars

For 25301-3-9 Shavill Richardson

⑆104905784⑆ 20 646 6⑈ 3833

1333.50

CITY OF WAVERLY  
DBA WAVERLY KENO  
PO BOX 427 PH 402-788-2114  
WAVERLY, NE 68482

13844  
78-578/1049

18 Nov 2025  
Date

Pay to the Order of Cindy Thompson \$ 1,220.<sup>00</sup>/<sub>100</sub>

One Thousand Two Hundred Twenty and 00/100 Dollars

HORIZON BANK  
P.O. Box 447, Waverly, NE 68482  
(402) 788-2558 www.horizonbankne.com

For 25321-2-124 Ronda S. Podrepa

⑆104905784⑆ 20 646 6⑈ 3844

000003041 11/21/2025  
1220.00

CITY OF WAVERLY  
DBA WAVERLY KENO  
PO BOX 427 PH 402-788-2114  
WAVERLY, NE 68482

13845  
78-578/1049

11/18/25  
Date

Pay to the Order of Cindy Thompson \$ 1002.<sup>00</sup>

One thousand two and 00/100 Dollars

HORIZON BANK  
P.O. Box 447, Waverly, NE 68482  
(402) 788-2558 www.horizonbankne.com

For 25322-2-294 General

⑆104905784⑆ 20 646 6⑈ 3845

000003845 11/20/2025  
1002.00

CITY OF WAVERLY  
DBA WAVERLY KENO  
PO BOX 427 PH 402-788-2114  
WAVERLY, NE 68482

13846  
78-578/1049

H12936860  
12/10/86  
25 Nov 2025  
Date

Pay to the Order of Jules Kruga \$ 1009.<sup>50</sup>/<sub>100</sub>

One Thousand Nine and 50/100 Dollars

HORIZON BANK  
P.O. Box 447, Waverly, NE 68482  
(402) 788-2558 www.horizonbankne.com

For 25328-2-21 Ronda S. Podrepa

⑆104905784⑆ 20 646 6⑈ 3846

000003046 11/25/2025  
1009.50

Monthly Expired Tickets Report for Nov 1, 2025 to Nov 30, 2025  
from 11/1/2025 2:04 AM to 11/30/2025 9:35 PM

Ticket	Game	Expiration Date/Time		Unclaimed Winnings
25303-2-18	Waverly	11/1/2025	1:00 PM	1.80
25303-2-78	Waverly	11/1/2025	4:12 PM	0.25
25303-2-112	Waverly	11/1/2025	5:47 PM	0.64
25303-2-122	Waverly	11/1/2025	6:13 PM	0.25
24306-3-44	Waverly	11/1/2025	8:49 PM	1.00
25304-2-203	Waverly	11/2/2025	4:30 PM	0.33
25304-3-22	Waverly	11/2/2025	6:15 PM	1.50
25304-2-457	Waverly	11/2/2025	6:52 PM	0.33
24307-2-381	Waverly	11/2/2025	7:34 PM	0.66
24307-2-384	Waverly	11/2/2025	7:34 PM	0.66
25305-2-50	Waverly	11/3/2025	11:26 AM	1.00
25305-2-65	Waverly	11/3/2025	12:44 PM	2.83
25305-2-377	Waverly	11/3/2025	5:26 PM	7.50
25305-2-465	Waverly	11/3/2025	7:37 PM	5.00
25305-2-491	Waverly	11/3/2025	7:54 PM	0.67
25305-2-467	Waverly	11/3/2025	8:01 PM	0.50
25305-2-519	Waverly	11/3/2025	8:43 PM	0.50
25305-2-535	Waverly	11/3/2025	9:47 PM	1.00
25305-2-536	Waverly	11/3/2025	9:52 PM	0.39
25305-2-552	Waverly	11/3/2025	11:55 PM	0.50
25306-2-132	Waverly	11/4/2025	3:39 PM	2.00
25306-2-247	Waverly	11/4/2025	5:27 PM	0.67
25306-2-363	Waverly	11/4/2025	8:25 PM	1.75
25307-1-58	Waverly	11/5/2025	7:08 PM	0.50
25307-1-71	Waverly	11/5/2025	7:58 PM	1.00
24310-2-18	Waverly	11/5/2025	9:18 PM	0.26
24310-2-19	Waverly	11/5/2025	9:18 PM	0.13
24310-2-22	Waverly	11/5/2025	9:18 PM	0.13
25307-2-249	Waverly	11/5/2025	9:57 PM	1.25
24311-2-55	Waverly	11/7/2025	12:02 PM	0.26
25309-2-62	Waverly	11/7/2025	12:24 PM	0.10
25309-2-78	Waverly	11/7/2025	12:40 PM	0.20
25309-2-122	Waverly	11/7/2025	2:52 PM	2.00
25309-2-206	Waverly	11/7/2025	6:54 PM	2.50
25310-2-87	Waverly	11/8/2025	2:17 PM	2.00
25310-2-90	Waverly	11/8/2025	2:17 PM	2.00
25310-2-369	Waverly	11/8/2025	6:41 PM	9.82
24313-2-73	Waverly	11/8/2025	9:06 PM	0.13
24313-2-85	Waverly	11/8/2025	9:06 PM	0.26
24313-1-71	Waverly	11/8/2025	9:53 PM	3.50
25310-2-655	Waverly	11/8/2025	10:18 PM	2.00
25310-2-699	Waverly	11/8/2025	10:18 PM	2.00
25311-2-124	Waverly	11/9/2025	4:45 PM	0.50
25311-2-122	Waverly	11/9/2025	5:58 PM	0.50
25311-3-27	Waverly	11/9/2025	6:40 PM	6.00
25311-1-84	Waverly	11/9/2025	7:22 PM	0.25
25311-2-678	Waverly	11/10/2025	11:26 AM	0.50
25311-2-725	Waverly	11/10/2025	11:26 AM	0.50
25312-2-547	Waverly	11/10/2025	7:11 PM	1.00
25312-2-588	Waverly	11/10/2025	8:21 PM	0.25
25312-2-724	Waverly	11/10/2025	11:11 PM	0.50
25312-2-725	Waverly	11/10/2025	11:11 PM	0.75
25313-2-168	Waverly	11/11/2025	3:37 PM	4.00
25313-2-169	Waverly	11/11/2025	3:37 PM	10.00
25313-1-58	Waverly	11/11/2025	5:37 PM	0.30
25313-2-275	Waverly	11/11/2025	5:42 PM	0.50
25313-2-328	Waverly	11/11/2025	5:58 PM	0.17
25313-1-92	Waverly	11/11/2025	6:13 PM	0.50
25314-2-93	Waverly	11/12/2025	3:15 PM	0.50

Ticket	Game	Expiration Date/Time	Unclaimed Winnings
25314-1-69	Waverly	11/12/2025 7:11 PM	0.39
24317-2-11	Waverly	11/12/2025 9:09 PM	0.39
24317-2-12	Waverly	11/12/2025 9:09 PM	0.13
24317-2-13	Waverly	11/12/2025 9:09 PM	0.39
24317-2-15	Waverly	11/12/2025 9:09 PM	0.26
25315-2-216	Waverly	11/13/2025 8:37 PM	2.00
25316-2-104	Waverly	11/14/2025 3:14 PM	1.75
25316-2-101	Waverly	11/14/2025 3:54 PM	0.53
24319-2-325	Waverly	11/14/2025 4:56 PM	3.00
24320-2-339	Waverly	11/15/2025 2:48 PM	4.00
25317-2-91	Waverly	11/15/2025 3:32 PM	0.75
25317-2-97	Waverly	11/15/2025 3:53 PM	10.00
25317-2-344	Waverly	11/15/2025 7:11 PM	0.50
24320-2-628	Waverly	11/15/2025 7:46 PM	6.00
24320-2-845	Waverly	11/16/2025 12:55 AM	32.48
25318-2-18	Waverly	11/16/2025 1:11 PM	2.00
25318-2-82	Waverly	11/16/2025 3:00 PM	0.75
25318-2-123	Waverly	11/16/2025 3:27 PM	0.40
25318-1-65	Waverly	11/16/2025 5:59 PM	2.00
25318-2-449	Waverly	11/16/2025 6:40 PM	0.21
25318-2-451	Waverly	11/16/2025 6:40 PM	1.97
25318-1-176	Waverly	11/16/2025 6:51 PM	2.00
25318-1-180	Waverly	11/16/2025 7:09 PM	0.50
24321-2-313	Waverly	11/16/2025 7:41 PM	0.26
25318-3-61	Waverly	11/16/2025 7:41 PM	2.00
25318-1-228	Waverly	11/16/2025 7:46 PM	0.50
24321-2-50	Waverly	11/16/2025 7:51 PM	0.26
25319-2-412	Waverly	11/17/2025 6:25 PM	1.50
25319-2-429	Waverly	11/17/2025 6:48 PM	2.50
25319-2-432	Waverly	11/17/2025 7:48 PM	2.50
25319-1-20	Waverly	11/17/2025 8:20 PM	2.00
25319-2-569	Waverly	11/17/2025 9:53 PM	0.33
25319-2-641	Waverly	11/17/2025 9:53 PM	2.00
25319-2-647	Waverly	11/17/2025 9:53 PM	2.00
25319-2-655	Waverly	11/17/2025 9:53 PM	2.00
25319-2-656	Waverly	11/17/2025 9:53 PM	2.00
25319-2-665	Waverly	11/17/2025 9:53 PM	2.00
25320-2-19	Waverly	11/18/2025 1:12 PM	0.50
25320-1-33	Waverly	11/18/2025 4:10 PM	0.50
25320-1-34	Waverly	11/18/2025 4:10 PM	0.50
25321-1-60	Waverly	11/19/2025 7:38 PM	0.50
25321-2-237	Waverly	11/19/2025 9:02 PM	0.50
25322-2-17	Waverly	11/20/2025 12:37 PM	2.00
25322-2-33	Waverly	11/20/2025 1:28 PM	2.00
25322-2-206	Waverly	11/20/2025 1:28 PM	0.50
25322-2-228	Waverly	11/20/2025 1:32 PM	0.50
25322-2-229	Waverly	11/20/2025 1:32 PM	0.50
25322-1-27	Waverly	11/20/2025 6:10 PM	3.19
25322-2-343	Waverly	11/20/2025 6:37 PM	1.00
25322-2-349	Waverly	11/20/2025 6:37 PM	1.00
24325-2-505	Waverly	11/20/2025 9:14 PM	0.40
24326-2-53	Waverly	11/21/2025 2:59 PM	20.00
24326-2-73	Waverly	11/21/2025 3:24 PM	3.00
25323-2-122	Waverly	11/21/2025 4:58 PM	0.50
25323-2-156	Waverly	11/21/2025 6:54 PM	4.00
25324-2-264	Waverly	11/22/2025 7:34 PM	0.25
25324-2-265	Waverly	11/22/2025 7:34 PM	0.25
24327-2-40	Waverly	11/22/2025 9:15 PM	0.13
25325-2-19	Waverly	11/23/2025 1:50 PM	2.00
25325-2-69	Waverly	11/23/2025 2:49 PM	0.67
25325-2-70	Waverly	11/23/2025 2:49 PM	0.67
25325-2-521	Waverly	11/23/2025 6:46 PM	0.50

Ticket	Game	Expiration Date/Time	Unclaimed Winnings
25325-1-88	Waverly	11/23/2025 7:11 PM	3.00
25325-1-90	Waverly	11/23/2025 7:11 PM	0.50
24328-2-348	Waverly	11/24/2025 11:27 AM	0.20
25326-2-110	Waverly	11/24/2025 2:33 PM	0.50
25326-2-228	Waverly	11/24/2025 5:23 PM	0.33
25326-2-251	Waverly	11/24/2025 5:23 PM	0.50
25326-2-316	Waverly	11/24/2025 7:31 PM	0.50
25326-1-33	Waverly	11/24/2025 8:18 PM	0.30
25326-2-360	Waverly	11/24/2025 8:34 PM	1.50
25327-2-234	Waverly	11/25/2025 7:36 PM	0.34
24330-2-297	Waverly	11/25/2025 7:52 PM	6.00
24330-2-298	Waverly	11/25/2025 7:52 PM	20.00
24330-2-52	Waverly	11/25/2025 10:27 PM	0.13
24330-2-62	Waverly	11/25/2025 10:38 PM	0.52
25328-2-58	Waverly	11/26/2025 2:28 PM	2.00
25328-2-60	Waverly	11/26/2025 2:39 PM	0.50
25328-2-61	Waverly	11/26/2025 2:39 PM	0.50
25328-1-19	Waverly	11/26/2025 6:33 PM	0.20
24332-2-63	Waverly	11/28/2025 10:52 AM	0.39
24332-2-78	Waverly	11/28/2025 10:52 AM	0.13
25329-2-110	Waverly	11/28/2025 10:52 AM	6.00
25329-2-112	Waverly	11/28/2025 10:52 AM	0.53
25329-2-262	Waverly	11/28/2025 10:52 AM	1.59
25329-2-263	Waverly	11/28/2025 10:52 AM	1.04
25330-2-14	Waverly	11/28/2025 12:57 PM	1.00
25330-2-190	Waverly	11/28/2025 2:50 PM	0.10
25330-2-195	Waverly	11/28/2025 3:02 PM	0.50
25330-2-48	Waverly	11/28/2025 3:11 PM	0.53
25330-2-49	Waverly	11/28/2025 3:11 PM	0.53
25330-2-235	Waverly	11/28/2025 4:30 PM	2.00
25330-2-280	Waverly	11/28/2025 5:10 PM	6.00
25330-2-281	Waverly	11/28/2025 5:10 PM	2.00
25330-2-346	Waverly	11/28/2025 8:03 PM	0.50
25330-2-374	Waverly	11/28/2025 10:33 PM	1.00
25330-2-375	Waverly	11/28/2025 10:33 PM	0.50
24332-1-83	Waverly	11/29/2025 1:49 PM	2.25
25332-2-30	Waverly	11/30/2025 12:31 PM	0.67
25332-2-43	Waverly	11/30/2025 2:03 PM	1.00
25332-2-104	Waverly	11/30/2025 4:16 PM	1.00
25332-1-19	Waverly	11/30/2025 6:33 PM	0.33

Game	Total Expired	Total Unpaid Winnings
Waverly	161	295.41

VOID  CORRECTED

OMB No. 1545-0238

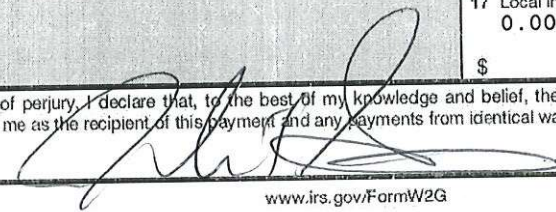
**2020**

**Form W-2G**

**Certain  
Gambling  
Winnings**

For Privacy Act  
and Paperwork  
Reduction Act  
Notice, see the  
**2020 General  
Instructions for  
Certain Information  
Returns.**

**Copy D  
For Payer**

PAYER'S name, street address, city or town, province or state, country, and ZIP or foreign postal code <b>Four Sons Inc</b> <b>13901 Guildford St Ste H</b> <b>Waverly, NE</b> <b>US</b> <b>68462</b>		1 Reportable winnings <b>1,705.18</b> \$	2 Date won <b>2025-11-12</b>
		3 Type of wager <b>KENO</b>	4 Federal income tax withheld \$ <b>0.00</b>
		5 Transaction <b>25316-2-284</b>	6 Race <b>858</b>
		7 Winnings from identical wagers \$ <b>0.00</b>	8 Cashier <b>Blake</b>
PAYER'S federal identification number <b>47-0779371</b>	PAYER'S telephone number <b>402-786-2114</b>	9 Winner's taxpayer identification no. <b>G02167485</b>	10 Window <b>999</b>
WINNER'S name <b>John Sweierczek</b>		11 First I.D. <b>[REDACTED]</b>	12 Second I.D. <b>[REDACTED]</b>
Street address (including apt. no.) <b>10331 N 8641</b>		13 State/Payer's state identification no. <b>35-7099495</b>	14 State winnings <b>0.00</b> \$
City or town, province or state, country, and ZIP or foreign postal code <b>Waverly, Ne</b> <b>USA, 68462</b>		15 State income tax withheld <b>0.00</b> \$	16 Local winnings <b>0.00</b> \$
Signature 		17 Local income tax withheld <b>0.00</b> \$	18 Name of locality <b>Waverly</b>

Under penalties of perjury, I declare that, to the best of my knowledge and belief, the name, address, and taxpayer identification number that I have furnished correctly identify me as the recipient of this payment and any payments from identical wagers, and that no other person is entitled to any part of these payments.

Signature ▶

Date ▶

*11/12/25*

Form **W-2G**

[www.irs.gov/FormW2G](http://www.irs.gov/FormW2G)

Department of the Treasury - Internal Revenue Service

**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		
<b>January</b>		\$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		
<b>February</b>		\$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		
<b>March</b>		\$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		
<b>April</b>		\$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		
<b>May</b>	\$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		
<b>June</b>	\$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		
<b>July</b>	\$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		
<b>August</b>	\$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		
<b>September</b>	\$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		
<b>October</b>	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32	\$95,256.32	\$117,354.64		
<b>November</b>	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57	\$102,350.94	\$104,667.52	\$133,623.58		
<b>December</b>	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74	\$102,439.75	\$83,758.65	\$29,331.27		
<b>Total Year</b>	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,303,340.99	\$1,195,436.46	\$1,344,750.21	\$896,500.59	\$448,249.62
<b>Monthly Ave</b>	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$108,611.75	\$99,619.71	\$112,062.52		

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

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

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

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

2024	JANUARY	76,394.12	9,310.60	-986.54	-2,541.55	82,176.63	12,082.66
2024	FEBRUARY	103,146.31	11,657.40	-340.10	-3,433.91	111,029.70	31,303.95
2024	MARCH	101,023.80	7,990.16	-14.35	-3,269.99	105,729.62	18,011.46
2024	APRIL	89,290.02	9,800.04	-5.43	-2,972.54	96,112.09	16,984.55
2024	MAY	101,290.86	9,067.08	0.00	-3,310.74	107,047.20	25,940.79
2024	JUNE	95,653.49	6,662.89	-159.66	-3,064.70	99,092.02	25,619.52
2024	JULY	87,998.16	6,439.69	0.00	-2,833.14	91,604.71	14,076.87
2024	AUGUST	90,958.63	7,243.76	0.00	-2,946.07	95,256.32	15,569.72
2024	SEPTEMBER	105,512.30	13,132.88	-10,740.52	-3,237.14	104,667.52	21,204.49
2024	OCTOBER	84,153.55	8,735.27	-6,539.70	-2,590.47	83,758.65	16,601.42
2024	NOVEMBER	120,780.83	8,597.03	0.00	3,881.34	125,496.52	22,739.09
2024	DECEMBER	131,604.25	6,273.10	-150.29	-4,131.81	133,595.25	10,951.52
2025	JANUARY	118,540.78	9,103.41	-29.27	-3,828.45	123,786.47	28,771.09
2025	FEBRUARY	91,096.33	13,343.99	-120.66	-3,129.59	101,190.07	17,224.28
2025	MARCH	107,113.04	6,276.11	-84.48	-3,399.14	109,905.53	25,630.17
2025	APRIL	111,272.09	4,690.72	-35.09	-3,477.83	112,449.89	22,174.66
2025	MAY	108,480.84	6,417.81	-2,494.64	-3,372.12	109,031.89	21,232.57
2025	JUNE	119,302.16	8,638.86	0.00	-3,838.23	124,102.79	21,591.29
2025	JULY	117,119.04	13,505.71	-1,880.10	-3,862.34	124,882.31	30,178.66
2025	AUGUST	108,870.25	18,229.43	-6,115.52	-3,629.52	117,354.64	26,196.34
2025	SEPTEMBER	118,365.45	19,427.58	-36.76	-4,132.69	133,623.58	31,172.46
2025	OCTOBER	89,413.05	11,154.22	-70,328.85	-907.15	29,331.27	15,477.33
	<b>TOTALS</b>			<b>-\$328,395.35</b>		<b>\$10,753,733.25</b>	

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

**RESOLUTION NUMBER 25-33**

RESOLUTION AUTHORIZING THE SALE OF MUNICIPAL PROPERTY

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

It is hereby resolved that the City of Waverly directs the sale of the following described property:

1. 2004 Ford F 650
2. 1979 Sullair gas powered air compressor
3. John Deere Z 930 M mower with 54-inch deck
4. Schmidt sand blaster and hose
5. 250-gallon tank sprayer with Honda GX 160 gas powered motor
6. Bobcat trench roller
7. Electric swimming pool lift chair
8. Bear Cat Ez trim mower, brush cutter 5 hp Briggs self-propelled

Such sale shall be conducted through an online auction on items 1 through 8. Terms of the sale shall be cash purchase or certified check within ten (10) days of the auction.

The City reserves the right to reject any and all bids.

PASSED AND APPROVED THIS 23<sup>RD</sup> DAY OF DECEMBER, 2025.

ATTEST:

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Abbey L. Pascoe  
Mayor

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Megan K. Frye  
City Clerk/Human Resources Assistant

(Seal)

**Res. No. 25-33**  
**Attachment A**

1. 2004 F650



6. Bobcat trench roller



4. Schmidt sand blaster & hose



7. Electric swimming pool lift chair



2. 1979 Sullair air compressor



5. 250-gallon tank sprayer



8. Bear Cat Ez trim mower



3. John Deere Z930M Mower



# INTERSTATE Power Systems

3001 West O Street • Lincoln, NE 68528 • 402-902-2137

TO: City Of Waverly (Public Works)  
14130 Lancashire Street  
Waverly, NE 68462

QUOTE: OT-25-32  
DATE: 12/15/2025

ATTN: Tracy / Travis

JOB: Atlas Copco XAS 185

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## (1 Each) Airman PDS-185-S-6EZ1

### Equipped as Follows:

See attached Bill of Material

ENGINE MODEL: Isuzu® 4LE2T  
HORSEPOWER: 45.2 HP  
FREE AIR DELIVERY: 185 cfm  
WORKING PRESSURE: 100 psig  
MAX. WORKING PRESSURE: 120 psig  
AIR RECEIVER TANK CAPACITY: 5.55 gal  
AIR OUTLETS: 3/4" x 2  
FUEL CAPACITY: 23 gal  
SOUND LEVEL: 62 dBA

### Warranty:

8 months from the factory / 12 months from initial startup / 2,000 hours of use, whichever comes first.

<b>SALE PRICE</b> (effective until): 1-15-2026	<b>\$25,750.00</b>
<b>TAXES NOT INCULDED IN QUOTE</b>	
<b>TOTAL PRICE</b>	<b>\$25,750.00</b>

# INTERSTATE Power Systems

3001 West O Street • Lincoln, NE 68528 • 402-902-2137

**Notes:** Interstate Power Systems Terms & Conditions Attached

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<b>QUOTATION FIRM FOR:</b> 30 Days	<b>APPROX SHIPPING WEIGHT:</b> NA
<b>FOB:</b> Lincoln, NE	<b>APPROX DELIVERY:</b> ASAP
<b>TERMS:</b> Net Cash 30 Days Upon Credit Release	<b>BY:</b> Otto Thompson
<b>Cc:</b> Mgr/VP	Off-Highway Sales

## TERMS AND CONDITIONS

**GENERAL:** Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing.

**LIABILITY:** Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.

**RETURNED MATERIAL:** No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

**SHIPMENT:** Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory

**PRICING; PAYMENT FOR GOODS AND SERVICES:** Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment

**TAXES:** State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt

**WARRANTY:** WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO INTERSTATE'S SERVICE WARRANTY

**SIGNATURE:** Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate Power Systems' terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference.

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

# INTERSTATE Power Systems

3001 West O Street • Lincoln, NE 68528 • 402-902-2137

**TO:** City Of Waverly (Public Works)  
14130 Lancashire Street  
Waverly, NE 68462

**QUOTE:** OT-25-29  
**DATE:** 12/15/2025

**ATTN:** Tracy / Travis

**JOB:** Atlas Copco XAS 185

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## (1 Each) Atlas Copco-XAS 185- 150 PSi (2025)

### Equipped as Follows:

See attached Bill of Material  
Kubota V1505-CR-t 44hp Tier 4 Final diesel engine,  
110% Spillage-Free Frame  
Working Pressure Psi 150  
Actual Free Air Delivery CFM 174-120  
DOT towing package  
Digital Xc2003 Controller  
Pace and ECO-mode  
Spin on separator filter

### Warranty:

8 months from the factory / 12 months from initial startup / 2,000 hours of use, whichever comes first.

<b>SALE PRICE</b> (effective until): 1-15-2026	<b>\$29,900.00</b>
<b>TAXES NOT INCULDED IN QUOTE</b>	
<b>TOTAL PRICE</b>	<b>\$29,900.00</b>

**Notes:** Interstate Power Systems Terms & Conditions Attached

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**QUOTATION FIRM FOR:** 30 Days

**APPROX SHIPPING WEIGHT:** NA

**FOB:** Lincoln, NE

**APPROX DELIVERY:** ASAP

# INTERSTATE Power Systems

3001 West O Street • Lincoln, NE 68528 • 402-902-2137

**TERMS:** Net Cash 30 Days Upon Credit Release      **BY:** Otto Thompson

**Cc:** Mgr/VP      Off-Highway Sales

## TERMS AND CONDITIONS

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**LIABILITY:** Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. **WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.**

**RETURNED MATERIAL:** No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

**SHIPMENT:** Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory

**PRICING; PAYMENT FOR GOODS AND SERVICES:** Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment

**TAXES:** State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt

**WARRANTY:** WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO INTERSTATE'S SERVICE WARRANTY

**SIGNATURE:** Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate Power Systems' terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference.

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**INTERSTATE**  
**Power Systems**

3001 West O Street • Lincoln, NE 68528 • 402-902-2137

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

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

QUOTE # **PCA 77271**

QUOTED BY: **KALEB RAINES**

SALESMAN: **RAINES**



PAGE 1 OF 1

QUOTED DATE 9/16/2025

EXP DATE : **10/17/2025**

DISTRICT MGR: **MJ HUTTON (780)-975-1708**

<b>CUSTOMER:</b>	<b>CITY OF WAVERY, NE</b>
<b>DISTRIBUTOR:</b>	<b>BOBCAT STATESVILLE NC</b>

<b>QUANTITY:</b> <b>1</b>	<b>QUOTED MODEL:</b> <b>PA185VWDO-T4F</b>
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**QUOTE NOTES**

**CUSTOMER PRICING**

DOOSAN T4F ENGINE INCLUDED  
 STANDARD MACHINE QUOTED  
 LEAD TIME BASED ON FACTORY BUILD SLOTS

**LEAD TIME: 10 WEEKS**

UNIT COST	<b>\$26,315.00</b>
SURCHARGE	<b>\$1,137.00</b>
FREIGHT (EA)	<b>\$515.00</b>
DEALER PDI (EA)	<b>\$400.00</b>
<b>TOTAL PER UNI</b>	<b>\$28,367.00</b>
<b>TOTAL WITH QTY)</b>	<b>\$28,367.00</b>

**ESTIMATED SHIPMENT AFTER RECEIPT OF ORDER AND SUBJECT TO CURRENT SCHEDULE(S). CONTACT STATESVILLE AT TIME OF ORDER.**

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

**DEALER RESPONSIBILITIES:**

1. Compliance with all STATE and LOCAL codes, laws, and regulations regarding traffic statues (brakes, lighting, etc. for trailers), noise, and anti-pollution requirements.
2. Acceptance of SPECIAL PAINT. All quoted paints must be Dupont lead-free. Other suppliers are more cost and longer delivery. Neither DUPONT nor DOOSAN BOBCAT assumes any responsibility for matching customer color.
3. FAILURE TO ACKNOWLEDGE OR A FACTORY ORDER BASED ON THIS QUOTATION IS ACCEPTANCE OF ALL STANDARD MODEL(S), TERMS, OPTIONS, COMMENTS, EXCEPTIONS, DEFINITIONS, DEALER RESPONSIBILITIES, DOOSAN REQUIREMENTS, AND OTHER STATEMENTS CONTAINED HEREIN.
4. CUSTOMER SPECIFICATION SPECIFIC ITEMS AS INDICATED BELOW AND/OR ON PAGE 2 OF THIS QUOTE.
5. SPECIFIC MISC. ITEMS: ANTIFREEZE MIX ADJUSTMENT, ELECTRICAL CONNECTORS, COUPLINGS, AND FITTINGS.

**Megan Frye**

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**From:** Tracey Whyman  
**Sent:** Monday, December 15, 2025 1:14 PM  
**To:** Stephanie Fisher; Megan Frye  
**Cc:** Travis German  
**Subject:** air compressor  
**Attachments:** PCD77271 PA185v.pdf; XAS-185 Quote wv2 (002).pdf; ANA PDS 185 Quote wv2 (002).pdf

Attached are the bids to replace our 1979 Sullair 185 CFM compressor for the Street department used during crack sealing and used by the Parks department to winterize the lawn sprinkler systems. This project is a budget item for budget line 5120 for Streets Equipment, allotted for \$ 25,000.

We are recommending the low bid for a towable 185 CFM compressor from the ANA company for the Airman PDS-185-S-6EZ1 for \$ 25,750 from local dealer Interstate Power Systems of Lincoln.

Other bids received are as follows and are attached for reference.

Bobcat model PA185VWDO-T4F for \$ 28,367

Atlas Copco model XAS 185 for \$ 29,900

Tracey Whyman

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