

**Tentative** Agenda for the WAVERLY CITY COUNCIL MEETING to be held on January 13, 2026 at 6:00 PM. This meeting will be held at the Waverly City Office Building, 14130 Lancashire, Waverly, NE 68462. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

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

All items listed with an asterisk (\*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
  - 1.f) Proclamations and Presentations
    - 1.f.i) Oath of Office to Brook Ruhter-Engelhardt for Ward 2 City Council Member.
    - 1.f.ii) Eagle Scout Proclamation for Wesley Erickson
2. **Public Hearings**
3. **Sheriff's Report**
4. **Public Comments**
5. **Approval of Minutes**
  - 5.a) \*Minutes of the December 23, 2025 City Council Meeting
6. **Consideration of Claims and Financial Reports**
  - 6.a) Claims for Payment
  - 6.b) Treasurer's Report and Budget & Expense Report
7. **Introduction of Resolutions**
  - 7.a) \*Consideration of Resolution 26-01 Approving Additional Volunteer Fire/Rescue Department Member(s)
  - 7.b) \*Consideration of Resolution 26-02 Authorizing the Sale of Municipal Property
8. **Introduction of Ordinances**
9. **Introduction of Business and Communications**
  - 9.a) Consideration of a bid from Tennis Courts Unlimited, Inc for improvements on the tennis courts at Wayne Park in an amount not to exceed \$64,650.00.
  - 9.b) \*Consideration of Interlocal Agreement with Waverly School District #145 for the use of Lawson Park Field #1.
  - 9.c) Consideration of a quote from Hy-Electric to replace an electrical panel for ballfield lights in Wayne Park in an amount not to exceed \$5,250.00.
  - 9.d) Consideration of an Option and Lease Agreement with The Towers, LLC for an easement of approximately 5,600 square feet to be used for a communications tower with an access and landscape buffer.
  - 9.e) \*Consideration of depositing the interest earned on the ARPA Funds into the General Fund for future designated uses.

9.f) Consideration of the Mayor's Appointment of Tony Larson to the Waverly Community Redevelopment Authority.

**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 and Economic Development: Council Member Ruhter-Engelhardt

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.

## EAGLE SCOUT PROCLAMATION

WHEREAS: THE BOY SCOUTS OF AMERICA WERE INCORPORATED ON FEBRUARY 8, 1910, AND CHARTERED BY CONGRESS IN 1916; AND

WHEREAS: THE BOY SCOUTING PROGRAM SERVES YOUTH AGES ELEVEN THROUGH SEVENTEEN AND IS DESIGNED TO ACHIEVE THE AIMS OF SCOUTING THROUGH A VIGOROUS OUTDOOR PROGRAM AND PEER LEADERSHIP, GUIDED BY THE COUNSEL AND SUPERVISION OF ADULT SCOUTMASTERS; AND

WHEREAS: WESLEY ERICKSON HAS SUCESSFULLY COMPLETED THE REQUIREMENTS FOR THE RANK OF EAGLE SCOUT, THE HIGHEST ACHIEVEMENT IN THE BOY SCOUTS OF AMERICA, INCLUDING THE COMPLETION OF TWENTY-ONE MERIT BADGES; AND

WHEREAS: AS PART OF THE EAGLE SCOUT RANK REQUIREMENTS, ERICKSON PLANNED, LED, AND COMPLETED A SERVICE PROJECT BENEFITING THE COMMUNITY OF WAVERLY; AND

WHEREAS: ERICKSON'S EAGLE SCOUT PROJECT INVOLVED THE ASSEMBLY AND INSTALLATION OF THREE NEW BIKE RACKS AT THE WAVERLY AQUATIC CENTER AND LAWSON PARK, AS WELL AS THE REFURBISHMENT OF EXISTING BIKE RACKS FROM THE FORMER WAVERLY POOL, WHICH WERE RELOCATED AND INSTALLED AT WAYNE PARK.

NOW, THEREFORE, I, ABBEY L. PASCOE, MAYOR OF THE CITY OF WAVERLY, NEBRASKA, IN RECOGNITION AND APPRECIATION OF WESLEY ERICKSON'S CONTRIBUTIONS TO THE CITY OF WAVERLY, DO HEREBY PROCLAIM JANUARY 25, 2026, AS *WESLEY ERICKSON DAY* IN THE CITY OF WAVERLY, AND URGE ALL CITIZENS TO SUPPORT AND BECOME ACTIVE IN THE BOY SCOUTS OF AMERICA IN PROMOTING CHARACTER DEVELOPMENT, RESPONSIBLE CITIZENSHIP, AND PERSONAL FITNESS AMONG BOYS, GIRLS, AND YOUNG ADULTS.

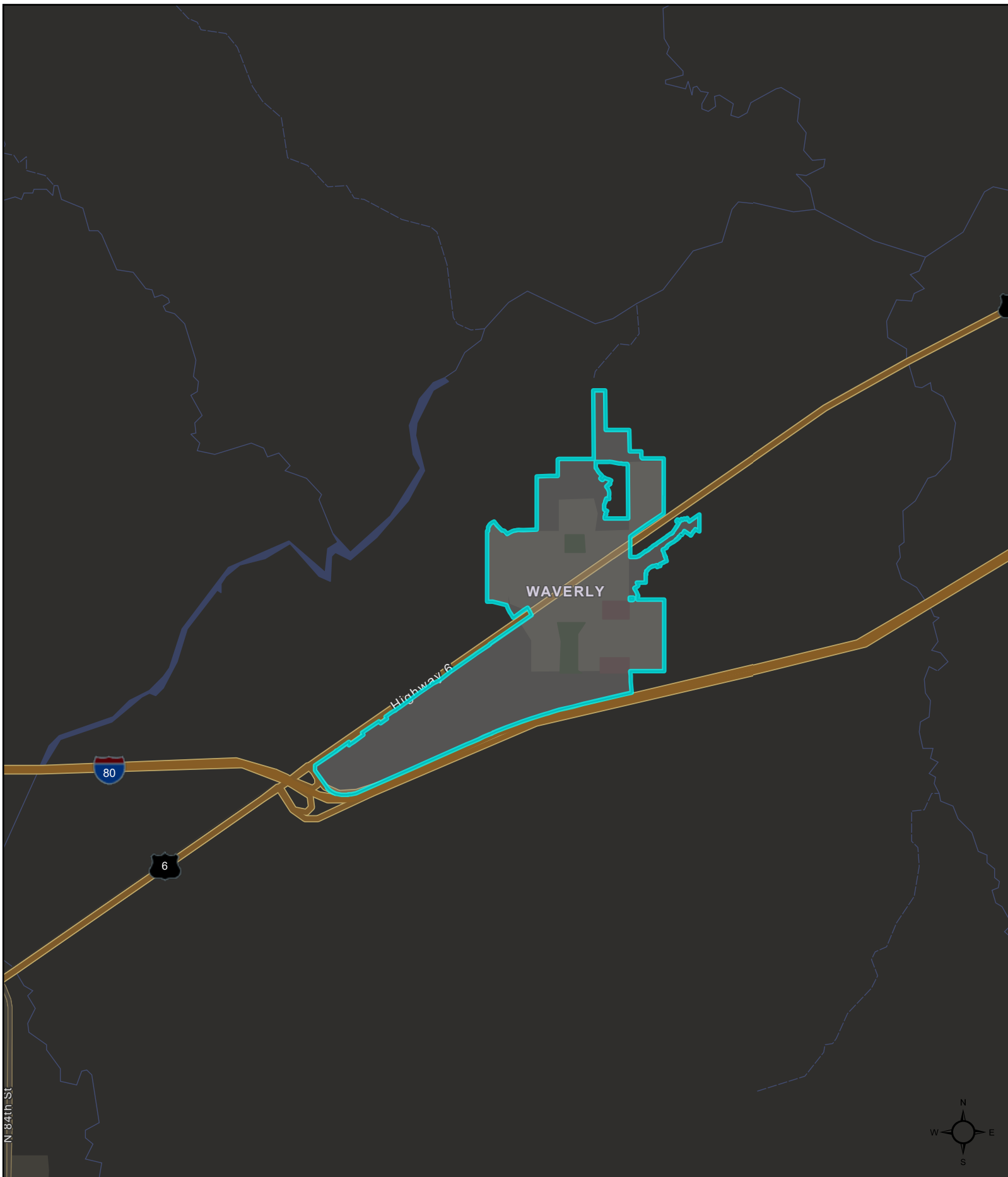
DATED THIS 13<sup>TH</sup> OF JANUARY, 2026.

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ABBHEY L. PASCOE, MAYOR

(SEAL)

# Calls for Service: Waverly



# Dispatch Calls

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| <u>LOCATION</u> | <u>CASE</u> | <u>Incident</u> | <u>Time</u> | <u>Deputy Name</u> |
|-----------------|-------------|-----------------|-------------|--------------------|
|-----------------|-------------|-----------------|-------------|--------------------|

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Report Totals

Count: 0  
Date Exported: 1/6/2026 4:37 PM

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**MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON DECEMBER 23, 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 Pascoe and Council Members Aaron Delahoyde and Dave Nielson were in attendance. Council Member David Jespersen arrived at 6:03 p.m. Other City Officials present were City Administrator Stephanie Fisher and City Attorney Mark Fahleson. Others present were Fire Chief Robin Hoffman. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ’s Market Express, the US Post Office, the City Office and the City website (citywaverly.com).

**ADOPTION OF AGENDA**

Council Member Delahoyde moved to adopt the Agenda as presented. Council Member Nielson seconded the motion. The following voted “YEA”: Council Member Nielson, Council Member Delahoyde, and Mayor Pascoe. The following voted “NAY”: None. Motion Carried. 3-0.

**APPROVAL OF THE CONSENT AGENDA ITEMS**

- Minutes of the December 9, 2025 City Council Meeting**
- Minutes of the December 11, 2025 City Council Quarterly Strategic Planning Meeting**
- Consideration of Resolution 25-33 Authorizing the Sale of Municipal Property**

Council Member Delahoyde moved to approve the Consent Agenda. Council Member Nielson seconded the motion. The following voted “YEA”: Council Member Delahoyde, Council Member Nielson, and Mayor Pascoe. The following voted “NAY”: None. Motion Carried. 3-0.

**PROCLAMATIONS AND PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**SHERIFF'S REPORT**

None.

**PUBLIC COMMENTS**

None.

**APPROVAL OF MINUTES**

**Minutes of the December 9, 2025 City Council Meeting**  
Consent Agenda.

**Minutes of the December 11, 2025 City Council Quarterly Strategic Planning Meeting**  
Consent Agenda.

**CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS**

**Claims for Payment**

|   |
|---|
| <b>Claims for Payment: December 10<sup>th</sup> – 23<sup>rd</sup>, 2025</b> |
| <b>Group A</b>  |

| <b>Vendor</b>                      | <b>Description</b>   | <b>Amount</b> |
|------------------------------------|--|---------------|
| AAA Rents & Event Services         | Santa Express chair rental   | \$ 502.50     |
| ADP Fees                           | Payroll Fees   | \$ 150.95     |
| ADP Payroll                        | Payroll  | \$ 43,472.15  |
| 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  |
| 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,<br>New Well Siting            | \$ 16,068.75  |
| Jerry's Transmission Service       | 2019 Ford F550 repair  | \$ 932.04     |
| John Hancock USA                   | Retirement   | \$ 3,794.35   |
| Landscape Alternatives             | Parks tree/landscape services & street<br>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,<br>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 10 <sup>th</sup> Addition, Waverly Ridge<br>Construction | \$ 2,248.40   |
| One Billing Solutions              | November 2025 Billing-EMS  | \$ 948.57     |
| Production Creek Specialty<br>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                                 | \$ 850.00            |
| Union Bank & Trust Co.          | HSA Accounts                                     | \$ 3,000.00          |
| 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> |

Council Member Nielson moved to approve Claims Group A in the amount of \$301,899.96. Council Member Delahoyde seconded the motion.

City Administrator noted a payment to LES for the streetlight project, coming out of TIF and loan proceeds.

The following voted "YEA": Council Member Nielson, Council Member Delahoyde, and Mayor Pascoe. The following voted "NAY": None. Motion Carried. 3-0.

#### **Keno & Sales Tax Reports**

Keno & Sales Tax Reports provided for information.

#### **INTRODUCTION OF RESOLUTIONS**

#### **Consideration of Resolution 25-33 Authorizing the Sale of Municipal Property**

Consent Agenda.

#### **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.

#### **INTRODUCTION OF ORDINANCES**

None.

#### **INTRODUCTION OF BUSINESS AND COMMUNICATIONS**

##### **Consideration of Mayor's appointment of Brook Ruhter-Engelhardt for Ward 2 City Council Member.**

Council Member Jespersen moved to approve Mayor's appointment of Brook Ruhter-Engelhardt for Ward 2 City Council Member. Council Member Nielson seconded the motion.

Mayor Pascoe stated Ruhter-Engelhardt will be sworn in next meeting on January 13, 2026. Pascoe provided a brief introduction of Ruhter-Engelhardt, who is a teacher and counselor at Waverly Middle School and involved in many extracurricular activities with the school.

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

##### **Consideration of the purchase of a compressor from Interstate Power Systems in an amount not to exceed \$25,750.00.**

Council Member Jespersen moved to approve the purchase of a compressor from Interstate Power Systems in an amount not to exceed \$25,750.00. Council Member Nielson seconded the motion.

City Administrator Fisher advised this was a budgeted item that will replace the 1979 Sullair compressor, used for cleaning prior to crack sealing and blowing out irrigation systems, and is much needed.

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

##### **Consideration of the Community Benefit Agreement and authorizing the mayor to sign.**

Council Member Jespersen moved to amend the agenda to move agenda item 9.c) to after agenda item 10.e). 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.

#### **COMMITTEE REPORTS**

##### **Human Services (Park & Recreation): Council Member Nielson**

Council Member Nielson reported we have received the replacement slide for Wayne Park and will be installed soon. Baseball and softball registrations are open, will re market after Christmas to increase registrations. We have received applications for the Aquatic Manager/Parks marketing assistant job and will be reaching out to candidates after Christmas to set up phone/zoom interviews after the new year.

Council Member Delahoyde reported some tree cleanup work was done on the east side of the drainage in Wayne Park; City Administrator Fisher commented the nice weather has been helping facilitate the work in the parks department. Fisher reported we met with another vendor on the tennis courts and will have this item to consider on the next meeting.

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

Council Member Jespersen reported the public works department cleaned snow removal equipment, sorted through the ash pile at the landfill and also burned brush at tree dump last Tuesday. They worked on a water service leak on Guildford Street last Saturday. They met with JEO and the State to approve test well site on our wellfield property. Three wet well pumps were checked and serviced. Working on project bids coming up in January and February, including Canongate engineering, a test well, Highway 6 and Amberly Road and Canongate intersection design engineering, and ultraviolet electrical at Wastewater Treatment Plant.

Mayor Pascoe reported, after discussions with Public Works, there are some ordinances we need to review; there are issues getting access to some water meters located inside residences that require maintenance and allow our employees to do their job in a timely and efficient manner.

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

Council Member Delahoyde reported there were 5 medical calls last week. Had EMS training on the LifePak 15, Lucas CPR machine, and electric stair chair. There was a funding meeting with Lincoln-Lancaster County regarding EMS service operations. At the Mutual Aid Meeting, Fire Chief Hoffman reported the current radio system is outdated, so we are looking into joining the state radio system or the Lincoln radio system, each costing in the \$4-4.5 million range to fund. The decision needs to be made in the next few weeks and the next issue is the funding, which must be funded by all the rural fire departments in Lancaster County. They are considering an interlocal agreement vs a joint public agency and which option is best. There will be a meeting in mid to late January with the decision on which radio system to use.

Delahoyde reported Horizon Bank donated \$5,000 to Waverly Fire/Rescue, which is great. The new ambulance, Waverly 10, got some new graphics and they are working on programming the radio.

### **Fiscal & Economic Development**

No report.

### **City Administrator Fisher**

City Administrator Fisher reported the City and the CRA closed on the land purchases today. There are two parcels of land along Hwy 6 that were owned by US Properties; the City purchased the east parcel to be used for municipal building partially paid for by sales tax funds and the CRA purchased the west parcel to be used for economic development as a TIF project.

Fisher reported we have been busy with end-of-year tasks. The auditors were here and have completed the on-site audit and are still requesting items but getting that finished up. The audit presentation will be at one of the March meetings. We are working through some kinks to register online pets and ATVs so stay tuned for more information. Horizon Bank donated \$5,000 to the fire department and they also donated \$5,000 to our parks department to be used to purchase lounge chairs for the Aquatic Center. Horizon Bank continues to be a great community partner to the city and its departments so thank you much to them.

Mayor Pascoe reported we lost a very valuable community member; her and her husband left a wonderful legacy on this community--Mrs. Darleen Marolf passed away on Sunday and that is an incredible loss, what a wonderful life she lived. Council Member Nielson shared his condolences as his long-time neighbor.

### **EXECUTIVE SESSION**

Council Member Nielson moved to go into Executive Session to protect the public interest, for contract negotiations, and receive legal advice. 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.

Mayor Pascoe declared Closed Session at 6:18 p.m. Those present in Executive Session were Mayor Pascoe, Council Members Jespersen, Delahoyde, and Nielson, City Administrator Fisher, Fire Chief Robin Hoffman, and City Attorney Fahleson. No action was taken during Executive Session.

Mayor Pascoe declared Open Session at 6:29 p.m.

Council Member Jespersen moved to leave Executive Session. 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 Community Benefit Agreement and authorizing the mayor to sign.**

Council Member Jespersen moved to authorize the mayor to sign the Community Benefit Agreement. 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.

**ADJOURNMENT**

Council Member Nielson moved to adjourn the meeting at 6:29 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 24th, 2025 - January 13th, 2026**

| <b>Group A</b>                 |   |                      |                  |
|--------------------------------|---|----------------------|------------------|
| <b>Vendor</b>                  | <b>Description</b>  | <b>Amount</b>        | <b>Date Paid</b> |
| Craig Demkey                   | Utility Deposit Refund  | \$ 100.00            |                  |
| Lester Rolando Rivera          | Utility Deposit Refund  | \$ 100.00            |                  |
| Access Granted Systems         | Pool pass software  | \$ 750.00            |                  |
| ADP Fees                       | Payroll Fees  | \$ 68.15             | 1/2/2026         |
| ADP Fees                       | Payroll Fees  | \$ 133.57            | 1/2/2026         |
| ADP Fees                       | Payroll Fees  | \$ 136.47            | 1/16/2026        |
| ADP Payroll                    | Payroll   | \$ 41,978.20         | 1/9/2026         |
| Allo Communications            | Phone/Internet Services   | \$ 973.88            |                  |
| Carquest Auto Parts            | Oil filters, vehicle lighting switch, skid loader parts, circuit tester               | \$ 218.58            |                  |
| Colonial Life                  | Insurance   | \$ 43.92             |                  |
| Core & Main                    | Meter & Readout Purchase  | \$ 963.00            |                  |
| Cubby's, Inc.                  | Fuel  | \$ 1,871.46          |                  |
| DataVizion, LLC                | Microsoft 365 Business, Support, fire department laptop, Adobe Pro                    | \$ 3,537.85          |                  |
| DP Plumbing Co.                | Lawson Park restroom repair   | \$ 415.50            |                  |
| ESC                            | Salt storage pipe crimping  | \$ 76.00             |                  |
| Firespring                     | Business cards - Brook  | \$ 87.45             |                  |
| Heermann Economic Development  | Economic development consulting services  | \$ 2,900.00          |                  |
| Hippo Equipment                | Wiper blades  | \$ 70.18             |                  |
| Horizon Bank                   | Monthly ACH Fees  | \$ 10.00             | 1/15/2026        |
| Horizon Bank                   | Safety Deposit Box Fee  | \$ 33.00             |                  |
| JEO Consulting Group, Inc.     | City & CRA ALTA Survey  | \$ 4,250.00          |                  |
| JEO Consulting Group, Inc.     | Comp. Safety Action Plan, 134th & Hwy 6 Drainage Improvements, Fire Station, Survey   | \$ 16,838.25         |                  |
| John Hancock USA               | Retirement  | \$ 3,619.11          | 1/9/2026         |
| Lancaster Co.Sheriff Office    | January 2026  | \$ 38,759.00         |                  |
| Lincoln Electric System        | Electricity   | \$ 13,823.88         |                  |
| Mammoth Station                | Fuel  | \$ 70.38             |                  |
| McMaster-Carr Supply Co.       | Overhead door track w/ seal   | \$ 267.35            |                  |
| Menards-Lincoln North          | Shop supplies, water line parts, vacuum, lumber, gravel, utility blades, concrete mix | \$ 664.27            |                  |
| Michael Todd Industrial Supply | Vehicle strobe lights   | \$ 566.50            |                  |
| Midwest Laboratories, Inc.     | Lab fees  | \$ 328.57            |                  |
| National Sign Company, LLC     | Street signs  | \$ 296.89            |                  |
| Nebraska Dept Revenue Waste    | Utility Sales Tax   | \$ 9,626.23          | 1/20/2026        |
| NEDA                           | NEDA Annual Membership  | \$ 150.00            |                  |
| One Call Concepts, Inc.        | One-Call Service  | \$ 58.53             |                  |
| Paul Davis Restoration, Inc.   | Laundering Bunker Gear  | \$ 50.00             |                  |
| Pinnacle Bank                  | Santa Express items   | \$ 433.22            |                  |
| Pinnacle Bank                  | License plates/stickers, drag mat, conferences, office & shop supplies                | \$ 2,108.39          |                  |
| Point C                        | Health Reimbursement Account  | \$ 85.25             |                  |
| Rembolt Ludtke LLP             | Real Estate Acquisitions  | \$ 717.75            |                  |
| Rembolt Ludtke LLP             | Legal Fees, Real Estate Acquisitions  | \$ 3,717.75          |                  |
| Southeast Area Clerks Assoc.   | 2026 Annual Dues  | \$ 10.00             |                  |
| Stingray Technology Services   | Park camera IT services   | \$ 185.00            |                  |
| The Voice News                 | Advertising & Printing  | \$ 183.16            |                  |
| U.S. Postmaster                | Stamps/Postage  | \$ 312.00            |                  |
| U.S. Bank Equipment Finance    | Ricoh Copier  | \$ 143.95            |                  |
| Veolia Water Technologies      | New UV system at wwtp   | \$ 20,800.00         |                  |
| Verizon Wireless               | Phone Service   | \$ 488.79            |                  |
| Visual Edge IT                 | Copies  | \$ 137.85            |                  |
| Goodcents                      | Food for meeting - F.D. debit card purchase   | \$ 142.20            |                  |
| Menards-Lincoln South          | Tree bag and totes - F.D. debit card purchase   | \$ 105.02            |                  |
| Walmart                        | Tree stand, glue, sealant - F.D. debit card purchase                                  | \$ 60.93             |                  |
| Kacey Mendyk                   | Adult coed volleyball league refund - RecDesk   | \$ 150.00            |                  |
| RecDesk                        | Monthly deposit charge  | \$ 25.00             |                  |
| RecDesk                        | Monthly deposit charge  | \$ 25.00             |                  |
| Point C                        | Health Reimbursement Account  | \$ 1,021.47          |                  |
|                                | <b>Claims Group A Total</b>   | <b>\$ 174,688.90</b> |                  |

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                 | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|-------------------------------|----------------|----------------|--------------|--------------|
| 10-00-4000     | PROPERTY TAXES                | 2,449.19       | 9,066.11       | 1,232,282.00 | 1,223,215.89 |
| 10-00-4005     | MOTOR VEHICLE TAX             | 11,493.09      | 38,611.95      | 140,000.00   | 101,388.05   |
| 10-00-4010     | MOTOR VEHICLE PRO RATE        | .00            | 205.33         | 1,000.00     | 794.67       |
| 10-00-4015     | PROPERTY TAX CREDIT           | .00            | .00            | .00          | .00          |
| 10-00-4018     | STATE AID                     | .00            | .00            | .00          | .00          |
| 10-00-4020     | PROPERTY TAX CREDIT           | .00            | .00            | .00          | .00          |
| 10-00-4025     | M.I.R.F.                      | .00            | .00            | .00          | .00          |
| 10-00-4030     | CARLINE                       | .00            | .00            | .00          | .00          |
| 10-00-4032     | LEASE REVENUE                 | 500.00         | 1,500.00       | 6,000.00     | 4,500.00     |
| 10-00-4035     | FRANCHISE TAX                 | 2,388.68       | 122,058.99     | 450,000.00   | 327,941.01   |
| 10-00-4040     | IN LIEU OF TAXES              | .00            | .00            | 4,000.00     | 4,000.00     |
| 10-00-4050     | SALES TAX                     | .00            | .00            | .00          | .00          |
| 10-00-4055     | HOMESTEAD EXEMPTION           | .00            | .00            | .00          | .00          |
| 10-00-4060     | INT EARNED ON LOCAL REVENUE   | 70.22          | 207.36         | .00          | 207.36-      |
| 10-00-4065     | FEES AND PERMITS              | .00            | .00            | .00          | .00          |
| 10-00-4070     | CITY LICENSES                 | 175.00         | 961.00         | 9,000.00     | 8,039.00     |
| 10-00-4071     | CITY FINES                    | .00            | .00            | .00          | .00          |
| 10-00-4075     | DOG LICENSES                  | 420.00         | 420.00         | 2,000.00     | 1,580.00     |
| 10-00-4080     | DOG IMPOUNDMENT & BOARD       | .00            | .00            | .00          | .00          |
| 10-00-4090     | OTHER LOCAL REVENUE RECEIPT   | .00            | .00            | .00          | .00          |
| 10-00-4091     | QUIET ZONE                    | .00            | .00            | .00          | .00          |
| 10-00-4095     | LABOR & MATERIALS SOLD - GEN. | .00            | .00            | .00          | .00          |
| 10-00-4100     | EQUIPMENT SOLD                | .00            | .00            | .00          | .00          |
| 10-00-4105     | GRANTS                        | .00            | .00            | .00          | .00          |
| 10-00-4106     | DEVELOPER: STREET TREES       | .00            | .00            | .00          | .00          |
| 10-00-4110     | INSURANCE ADJUSTMENTS         | .00            | .00            | .00          | .00          |
| 10-00-4115     | OPERATING CONTRIBUTIONS       | .00            | .00            | .00          | .00          |
| 10-00-4130     | BOND PROCEEDS                 | .00            | .00            | 3,750,000.00 | 3,750,000.00 |
| 10-00-4161     | INTEREST-MMA                  | 1,330.03       | 4,354.91       | 5,000.00     | 645.09       |
| 10-00-4169     | INTEREST POINT C              | 11.54          | 43.44          | .00          | 43.44-       |
| 10-00-4210     | TOWER RENT                    | 3,575.25       | 10,725.75      | 37,000.00    | 26,274.25    |
| 10-00-4215     | FARM RENT INCOME              | .00            | 9,547.50       | 19,095.00    | 9,547.50     |
| 10-00-4220     | CASH DEVICE TAX               | 459.39         | 459.39         | .00          | 459.39-      |
| 10-00-4410     | ADJUSTMENT                    | .00            | .00            | .00          | .00          |
| 10-00-4415     | AG LAND TAX CREDIT            | .00            | .00            | .00          | .00          |
| 10-00-5000     | REGULAR SALARIES              | 10,598.00      | 36,443.29      | 130,000.00   | 93,556.71    |
| 10-00-5002     | SALARIES OVERTIME             | .00            | .00            | .00          | .00          |
| 10-00-5005     | SALARY OF MAYOR & COUNCIL     | 15,000.00      | 15,000.00      | 30,000.00    | 15,000.00    |
| 10-00-5006     | SALARIES PART TIME/TEMP       | .00            | .00            | 5,000.00     | 5,000.00     |
| 10-00-5009     | SOCIAL SECURITY               | 1,935.34       | 3,895.88       | 10,000.00    | 6,104.12     |
| 10-00-5015     | HEALTH INSURANCE              | 76.14          | 7,451.01       | 60,000.00    | 52,548.99    |
| 10-00-5019     | WORKER'S COMP INSURANCE       | .00            | 887.95         | 2,000.00     | 1,112.05     |
| 10-00-5020     | EMPLOYMENT EXPENSES           | 486.24         | 1,395.46       | 7,500.00     | 6,104.54     |
| 10-00-5025     | UNEMPLOYMENT COMPENSATION     | 70.69          | 90.49          | 2,000.00     | 1,909.51     |
| 10-00-5030     | RETIREMENT                    | 588.81         | 2,010.31       | 7,500.00     | 5,489.69     |
| 10-00-5035     | CLOTHING                      | .00            | .00            | 1,750.00     | 1,750.00     |
| 10-00-5040     | COUNTY TREAS. & OTHER FEES    | 20.00          | 65.13          | 2,000.00     | 1,934.87     |
| 10-00-5045     | CUSTODIAL SERVICE             | 452.41         | 1,357.23       | 6,000.00     | 4,642.77     |
| 10-00-5050     | LEGAL SERVICES                | 4,014.50       | 14,508.25      | 60,000.00    | 45,491.75    |
| 10-00-5055     | CONTRACT OR SECURED SERVICE   | 38,759.00      | 116,277.00     | 466,000.00   | 349,723.00   |
| 10-00-5060     | OTHER PROF. & TECH SERVICE    | 27,340.01      | 70,030.47      | 180,000.00   | 109,969.53   |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|------------------------------|----------------|----------------|--------------|--------------|
| 10-00-5065     | NATURAL GAS                  | 272.74         | 326.60         | 2,000.00     | 1,673.40     |
| 10-00-5070     | ELECTRICITY                  | 235.83         | 951.47         | 4,000.00     | 3,048.53     |
| 10-00-5075     | GARBAGE SERVICE              | 19.28          | 77.12          | 500.00       | 422.88       |
| 10-00-5080     | RENTALS OR LEASES            | .00            | .00            | 500.00       | 500.00       |
| 10-00-5085     | POSTAGE                      | 312.00         | 624.00         | 3,000.00     | 2,376.00     |
| 10-00-5090     | TELEPHONE                    | 502.31         | 1,507.34       | 7,500.00     | 5,992.66     |
| 10-00-5095     | ADVERTISING AND PRINTING     | 359.31         | 2,382.98       | 5,000.00     | 2,617.02     |
| 10-00-5100     | SUPPLIES                     | 292.38         | 1,134.15       | 10,000.00    | 8,865.85     |
| 10-00-5102     | OPERATING SUPPLIES           | .00            | .00            | .00          | .00          |
| 10-00-5105     | CONCESSIONS                  | .00            | .00            | .00          | .00          |
| 10-00-5110     | FURNITURE AND EQUIPMENT      | .00            | .00            | .00          | .00          |
| 10-00-5115     | LICENSE FEES                 | .00            | .00            | 3,000.00     | 3,000.00     |
| 10-00-5120     | SCHOOL, DUES AND SEMINARS    | .00            | 1,481.50       | 38,000.00    | 36,518.50    |
| 10-00-5125     | SALES TAX                    | .00            | .00            | .00          | .00          |
| 10-00-5130     | DOG BOARD AND DISPOSAL       | .00            | .00            | .00          | .00          |
| 10-00-5135     | PROPERTY INSURANCE           | .00            | 15,138.44      | 20,000.00    | 4,861.56     |
| 10-00-5140     | TRAVEL OR MILEAGE            | .00            | 21.00          | 3,000.00     | 2,979.00     |
| 10-00-5145     | REPAIR & MAINT. SERVICES     | 138.50         | 138.50         | 5,000.00     | 4,861.50     |
| 10-00-5149     | REFUNDS                      | .00            | .00            | .00          | .00          |
| 10-00-5150     | OTHER MISC. OBJECTS          | .00            | 10,000.00      | 14,000.00    | 4,000.00     |
| 10-00-5155     | QUIET ZONE                   | .00            | .00            | .00          | .00          |
| 10-00-5160     | DRY DAM                      | .00            | 16.99          | 10,000.00    | 9,983.01     |
| 10-00-5170     | WATERSHED                    | .00            | .00            | .00          | .00          |
| 10-00-5175     | CAPITAL IMPROVEMENTS         | .00            | .00            | 3,750,000.00 | 3,750,000.00 |
| 10-10-5110     | FURNITURE AND EQUIPMENT      | .00            | .00            | .00          | .00          |
| 10-10-5120     | SCHOOL, DUES AND SEMINARS    | .00            | .00            | .00          | .00          |
| 10-10-5140     | TRAVEL OR MILEAGE            | .00            | .00            | .00          | .00          |
| 10-10-5145     | REPAIR & MAINT. SERVICES     | .00            | .00            | .00          | .00          |
| 10-10-5150     | OTHER MISC. OBJECTS          | .00            | .00            | .00          | .00          |
| 10-30-5006     | SUB OR TEMP SALARIES         | .00            | .00            | .00          | .00          |
| 10-30-5009     | SOCIAL SECURITY              | .00            | .00            | .00          | .00          |
| 10-40-5000     | REGULAR SALARIES             | .00            | .00            | .00          | .00          |
| 10-40-5001     | PARTTIME SALARIES            | .00            | .00            | .00          | .00          |
| 10-40-5002     | SALARIES PART TIME/TEMP      | .00            | .00            | .00          | .00          |
| 10-40-5009     | SOCIAL SECURITY              | .00            | .00            | .00          | .00          |
| 10-40-5015     | HEALTH INSURANCE             | .00            | .00            | .00          | .00          |
| 10-40-5030     | RETIREMENT                   | .00            | .00            | .00          | .00          |
| 10-40-5090     | TELEPHONE                    | .00            | .00            | .00          | .00          |
| 10-40-5100     | SUPPLIES                     | .00            | .00            | .00          | .00          |
| 10-40-5200     | DEPOSIT REFUND               | .00            | .00            | .00          | .00          |
| 10-50-5000     | REGULAR SALARIES             | .00            | .00            | .00          | .00          |
| 10-50-5009     | SOCIAL SECURITY              | .00            | .00            | .00          | .00          |
| 10-60-5006     | SUB OR TEMP SALARIES         | .00            | .00            | .00          | .00          |
| 10-60-5009     | SOCIAL SECURITY              | .00            | .00            | .00          | .00          |
| 10-90-4011     | TRANSFER FROM CITY SALES TAX | .00            | .00            | .00          | .00          |
| 10-90-4012     | TRANSFER FROM STREET         | .00            | .00            | .00          | .00          |
| 10-90-4013     | TRANSFER FROM POOL           | .00            | .00            | .00          | .00          |
| 10-90-4014     | TRANSFER FROM PARK           | .00            | .00            | .00          | .00          |
| 10-90-4016     | TRANSFER FROM FIRE/RESCUE    | .00            | .00            | 5,000.00     | 5,000.00     |
| 10-90-4020     | TRANSFER FROM WATER          | .00            | .00            | .00          | .00          |
| 10-90-4021     | TRANSFER FROM SEWER          | .00            | .00            | .00          | .00          |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|--------------------------------|----------------|----------------|--------------|--------------|
| 10-90-4023     | TRANSFER FROM DEBT SERVIC      | .00            | .00            | .00          | .00          |
| 10-90-4028     | TRANSFER FROM CEMETARY         | .00            | .00            | .00          | .00          |
| 10-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00          | .00          |
| 10-90-4030     | TRANSFER FROM TIF E            | .00            | .00            | .00          | .00          |
| 10-90-4031     | TRANSFER FROM PAYROLL          | .00            | .00            | .00          | .00          |
| 10-90-4033     | TRANSFER FROM TIF G            | .00            | .00            | .00          | .00          |
| 10-90-5011     | TRANSFER TO CITY SALES TX      | .00            | .00            | .00          | .00          |
| 10-90-5012     | TRANSFER TO STREET             | .00            | 175,000.00     | 175,000.00   | .00          |
| 10-90-5013     | TRANSFER TO POOL               | .00            | .00            | .00          | .00          |
| 10-90-5014     | TRANSFER TO PARK               | .00            | 270,000.00     | 270,000.00   | .00          |
| 10-90-5016     | TRANSFER TO FIRE/RESCUE        | .00            | 174,139.00     | 174,139.00   | .00          |
| 10-90-5018     | TRANSFER TO FD EQUIPMENT FUND  | .00            | .00            | .00          | .00          |
| 10-90-5019     | TRANSFER TO BUILDING           | .00            | 125,000.00     | 125,000.00   | .00          |
| 10-90-5020     | TRANSFER TO WATER              | .00            | .00            | .00          | .00          |
| 10-90-5021     | TRANSFER TO SEWER              | .00            | .00            | .00          | .00          |
| 10-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00          | .00          |
| 10-90-5028     | TRANSFER TO CEMETERY           | .00            | 41,000.00      | 41,000.00    | .00          |
| 10-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00          | .00          |
| 11-00-4052     | CITY SALES TAX                 | 19,554.19      | 186,873.09     | 650,000.00   | 463,126.91   |
| 11-00-4053     | AQUATIC CENTER SALES TAX       | .00            | .00            | .00          | .00          |
| 11-00-4161     | INTEREST-MMA                   | 2,903.63       | 15,235.11      | 15,000.00    | 235.11-      |
| 11-00-4163     | INTEREST-CD'S HORIZON          | 25,297.92      | 33,626.66      | 40,000.00    | 6,373.34     |
| 11-00-5175     | CAPITAL OUTLAY                 | 1,184,356.59   | 1,209,356.59   | 3,125,000.00 | 1,915,643.41 |
| 11-90-4010     | TRANSFER FROM GENERAL          | .00            | .00            | .00          | .00          |
| 11-90-4014     | TRANSFER FROM PARK             | .00            | .00            | .00          | .00          |
| 11-90-4033     | TRANSFER FROM TIF G            | .00            | .00            | .00          | .00          |
| 11-90-5010     | TRANSFER TO GENERAL            | .00            | .00            | .00          | .00          |
| 11-90-5012     | TRANSFER TO STREET             | .00            | .00            | .00          | .00          |
| 11-90-5014     | TRANSFER TO PARK               | .00            | .00            | .00          | .00          |
| 11-90-5021     | TRANSFER TO SEWER              | .00            | .00            | .00          | .00          |
| 11-90-5033     | TRANSFER TO TIF G              | .00            | .00            | .00          | .00          |
| 12-00-4005     | MOTOR VEHICLE FEES             | .00            | .00            | 30,000.00    | 30,000.00    |
| 12-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | .00            | .00          | .00          |
| 12-00-4095     | LABOR & MATERIALS SOLD-STREETS | .00            | 67.40          | .00          | 67.40-       |
| 12-00-4100     | EQUIPMENT SOLD                 | .00            | .00            | .00          | .00          |
| 12-00-4105     | GRANTS                         | .00            | .00            | 1,378,500.00 | 1,378,500.00 |
| 12-00-4110     | INSURANCE ADJUSTMENTS          | .00            | .00            | .00          | .00          |
| 12-00-4120     | HIGHWAY ALLOCATION             | 49,674.62      | 158,796.28     | 584,271.00   | 425,474.72   |
| 12-00-4125     | INCENTIVE PAYMENTS             | .00            | .00            | .00          | .00          |
| 12-00-4130     | SALE BONDS - STREETS           | .00            | .00            | 7,100,000.00 | 7,100,000.00 |
| 12-00-4135     | REINBURSEMENT/PROJECT FINANCED | .00            | .00            | .00          | .00          |
| 12-00-4161     | INTEREST-MMA                   | 3,536.99       | 10,300.81      | .00          | 10,300.81-   |
| 12-00-4220     | SCRAP SALES                    | .00            | .00            | .00          | .00          |
| 12-00-4405     | INFRASTRUCTURE FEE             | .00            | 1,147.84       | .00          | 1,147.84-    |
| 12-00-5000     | REGULAR SALARIES               | 16,373.71      | 56,156.52      | 204,000.00   | 147,843.48   |
| 12-00-5002     | SALARIES OVERTIME              | 1,428.86       | 1,633.68       | 7,000.00     | 5,366.32     |
| 12-00-5006     | SUB OR TEMP SALARIES           | .00            | .00            | .00          | .00          |
| 12-00-5009     | SOCIAL SECURITY                | 1,359.40       | 4,385.38       | 16,000.00    | 11,614.62    |
| 12-00-5015     | HEALTH INSURANCE               | 230.05         | 11,509.79      | 52,000.00    | 40,490.21    |
| 12-00-5019     | WORKER'S COMP INSURANCE        | .00            | 3,138.28       | 7,500.00     | 4,361.72     |
| 12-00-5030     | RETIREMENT                     | 528.28         | 1,816.89       | 11,500.00    | 9,683.11     |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|--------------------------------|----------------|----------------|--------------|--------------|
| 12-00-5035     | CLOTHING                       | 83.03          | 389.00         | 1,250.00     | 861.00       |
| 12-00-5045     | CUSTODIAL SERVICES             | .00            | .00            | .00          | .00          |
| 12-00-5055     | CONTRACT OR SECURED SERVI      | 57.00          | 57.00          | .00          | 57.00-       |
| 12-00-5060     | PROF&TECH SERVICE/SPECIAL FEES | .00            | 58,609.70      | 345,000.00   | 286,390.30   |
| 12-00-5065     | NATURAL GAS                    | 580.90         | 735.86         | 4,000.00     | 3,264.14     |
| 12-00-5070     | ELECTRICITY                    | 7,625.26       | 23,068.18      | 85,000.00    | 61,931.82    |
| 12-00-5073     | GAS AND OIL                    | 1,014.95       | 2,718.89       | 14,000.00    | 11,281.11    |
| 12-00-5075     | GARBAGE SERVICE                | 96.39          | 385.56         | 1,500.00     | 1,114.44     |
| 12-00-5076     | RECYCLING SERVICE              | .00            | .00            | .00          | .00          |
| 12-00-5080     | RENTALS OR LEASES              | .00            | 1,820.49       | 5,000.00     | 3,179.51     |
| 12-00-5090     | TELEPHONE                      | 182.28         | 548.00         | 2,000.00     | 1,452.00     |
| 12-00-5095     | ADVERTISING AND PRINTING       | .00            | .00            | 500.00       | 500.00       |
| 12-00-5100     | SUPPLIES-OFFICE/SHOP           | 680.40         | 769.13         | 10,000.00    | 9,230.87     |
| 12-00-5102     | SUPPLIES-STREETS               | 305.61         | 5,027.66       | 83,000.00    | 77,972.34    |
| 12-00-5120     | FURNITURE AND EQUIPMENT        | 47,528.28      | 66,453.59      | 431,000.00   | 364,546.41   |
| 12-00-5121     | SCHOOL, DUES, & SEMINARS       | 715.12         | 715.12         | 1,000.00     | 284.88       |
| 12-00-5135     | PROPERTY INSURANCE             | 704.68         | 34,337.78      | 36,500.00    | 2,162.22     |
| 12-00-5140     | TRAVEL & MILEAGE               | .00            | .00            | 500.00       | 500.00       |
| 12-00-5141     | SERVICE FEES                   | .00            | .00            | .00          | .00          |
| 12-00-5144     | REPAIR & MAINT.SERVICE-BLDG    | 677.65         | 697.65         | 13,000.00    | 12,302.35    |
| 12-00-5145     | REPAIR & MAINT. STREETS        | 820.00         | 820.00         | 80,000.00    | 79,180.00    |
| 12-00-5146     | EQUIPMENT MAINTENANCE          | 40.25          | 3,416.69       | 30,000.00    | 26,583.31    |
| 12-00-5147     | VEHICLE MAINTENANCE            | 1,360.46       | 1,818.01       | 10,000.00    | 8,181.99     |
| 12-00-5150     | OTHER MICS. OBJECTS            | .00            | .00            | .00          | .00          |
| 12-00-5165     | TRAFFIC CONTROL                | 1,672.42       | 4,712.26       | 12,000.00    | 7,287.74     |
| 12-00-5170     | STREET CONTRACTS               | .00            | .00            | 8,000.00     | 8,000.00     |
| 12-00-5175     | CAPITAL IMPROVEMENT-REAL PRPTY | .00            | .00            | 8,135,000.00 | 8,135,000.00 |
| 12-90-4010     | TRANSFER FROM GENERAL          | .00            | 175,000.00     | 175,000.00   | .00          |
| 12-90-4011     | TRANSFER FROM SALES TAX        | .00            | .00            | .00          | .00          |
| 12-90-4012     | TRANSFER FROM STREET           | .00            | .00            | .00          | .00          |
| 12-90-4013     | TRANSFER FROM POOL             | .00            | .00            | .00          | .00          |
| 12-90-4014     | TRANSFER FROM PARK             | .00            | .00            | .00          | .00          |
| 12-90-4016     | TRANSFER FROM FIRE/RESCUE      | .00            | .00            | .00          | .00          |
| 12-90-4020     | TRANSFER FROM WATER            | .00            | .00            | .00          | .00          |
| 12-90-4021     | TRANSFER FROM SEWER            | .00            | .00            | .00          | .00          |
| 12-90-4023     | TRANSFER FROM DEBT SERVIC      | .00            | .00            | .00          | .00          |
| 12-90-4028     | TRANSFER FROM CEMETARY         | .00            | .00            | .00          | .00          |
| 12-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00          | .00          |
| 12-90-4030     | TRANSFER FROM TIF              | .00            | .00            | .00          | .00          |
| 12-90-5012     | TRANSFER TO STREET             | .00            | .00            | .00          | .00          |
| 12-90-5013     | TRANSFER TO POOL               | .00            | .00            | .00          | .00          |
| 12-90-5014     | TRANSFER TO PARK               | .00            | .00            | .00          | .00          |
| 12-90-5016     | TRANSFER TO FIRE/RESCUE        | .00            | .00            | .00          | .00          |
| 12-90-5020     | TRANSFER TO WATER              | .00            | .00            | .00          | .00          |
| 12-90-5021     | TRANSFER TO SEWER              | .00            | .00            | .00          | .00          |
| 12-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00          | .00          |
| 12-90-5028     | TRANSFER TO CEMETERY           | .00            | .00            | .00          | .00          |
| 12-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00          | .00          |
| 13-00-4050     | SALES TAX                      | 9,777.08       | 9,777.08       | 17,000.00    | 7,222.92     |
| 13-00-4052     | CITY SALES TAX                 | .00            | 83,659.32      | 350,000.00   | 266,340.68   |
| 13-00-4085     | CONCESSIONS                    | .00            | .00            | .00          | .00          |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|--------------------------------|----------------|----------------|------------|------------|
| 13-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | .00            | .00        | .00        |
| 13-00-4105     | GRANTS                         | .00            | .00            | .00        | .00        |
| 13-00-4130     | SALE BONDS - POOL              | .00            | .00            | .00        | .00        |
| 13-00-4131     | AQUA CENTER BOND PROCEEDS      | .00            | .00            | .00        | .00        |
| 13-00-4132     | 2022 MUN IMP BOND PROCEED      | .00            | .00            | .00        | .00        |
| 13-00-4138     | POOL DAILY ADMISSIONS          | .00            | .00            | 63,000.00  | 63,000.00  |
| 13-00-4140     | POOL RECEIPTS                  | .00            | .00            | .00        | .00        |
| 13-00-4141     | POOL PASS REVENUE              | .00            | .00            | 83,000.00  | 83,000.00  |
| 13-00-4142     | SWIMMING LESSON REVENUE        | .00            | .00            | 8,000.00   | 8,000.00   |
| 13-00-4143     | POOL PARTY REVENUE             | .00            | .00            | 10,000.00  | 10,000.00  |
| 13-00-4144     | POOL PARTY DEPOSIT             | .00            | .00            | .00        | .00        |
| 13-00-4146     | SWIM TEAM REVENUE              | .00            | .00            | 2,500.00   | 2,500.00   |
| 13-00-4147     | PRIVATE SWIMMING LESSON        | .00            | .00            | .00        | .00        |
| 13-00-4155     | GIFT OR DONATIONS              | 5,000.00       | 5,000.00       | .00        | 5,000.00-  |
| 13-00-4161     | INTEREST-MMA                   | 1,199.49       | 4,875.03       | .00        | 4,875.03-  |
| 13-00-4162     | INTEREST-NE CLASS              | .00            | .00            | .00        | .00        |
| 13-00-4167     | INTEREST FSB                   | .00            | .00            | .00        | .00        |
| 13-00-4168     | DIVIDENDS-NPAIT                | 307.65         | 944.25         | .00        | 944.25-    |
| 13-00-4185     | CONCESSION RECEIPTS            | .00            | .00            | 25,000.00  | 25,000.00  |
| 13-00-5000     | REGULAR SALARIES               | 2,988.31       | 10,368.15      | 65,000.00  | 54,631.85  |
| 13-00-5002     | SALARIES OVERTIME              | .00            | .00            | 4,000.00   | 4,000.00   |
| 13-00-5006     | SUB OR TEMP SALARIES           | .00            | .00            | 125,000.00 | 125,000.00 |
| 13-00-5009     | SOCIAL SECURITY                | 287.63         | 1,000.33       | 14,000.00  | 12,999.67  |
| 13-00-5015     | HEALTH INSURANCE               | 106.76         | 3,578.64       | 24,000.00  | 20,421.36  |
| 13-00-5019     | WORKER'S COMP INSURANCE        | .00            | .00            | 1,000.00   | 1,000.00   |
| 13-00-5030     | RETIREMENT                     | 164.68         | 570.58         | 3,500.00   | 2,929.42   |
| 13-00-5035     | CLOTHING                       | .00            | .00            | 3,500.00   | 3,500.00   |
| 13-00-5045     | CUSTODIAL SERVICE              | .00            | .00            | .00        | .00        |
| 13-00-5050     | LEGAL SERVICES                 | .00            | .00            | .00        | .00        |
| 13-00-5055     | CONTRACTED OR SECURED SERVICES | .00            | .00            | 4,000.00   | 4,000.00   |
| 13-00-5060     | OTHER PROF. & TECH SERVICE     | .00            | 3,350.00       | 4,000.00   | 650.00     |
| 13-00-5065     | NATURAL GAS                    | .00            | .00            | .00        | .00        |
| 13-00-5070     | ELECTRICITY                    | 155.04         | 547.21         | 8,000.00   | 7,452.79   |
| 13-00-5075     | GARBAGE SERVICE                | .00            | 113.40         | 1,000.00   | 886.60     |
| 13-00-5080     | RENTALS OR LEASES              | .00            | .00            | .00        | .00        |
| 13-00-5090     | TELEPHONE                      | 152.77         | 472.91         | 2,000.00   | 1,527.09   |
| 13-00-5095     | ADVERTISING AND PRINTING       | .00            | .00            | 500.00     | 500.00     |
| 13-00-5100     | SUPPLIES                       | .00            | .00            | 17,000.00  | 17,000.00  |
| 13-00-5102     | OPERATION SUPPLIES             | .00            | 326.42         | 10,000.00  | 9,673.58   |
| 13-00-5105     | CONCESSIONS                    | .00            | 7.32-          | 15,000.00  | 15,007.32  |
| 13-00-5110     | FURNITURE AND EQUIPMENT        | .00            | .00            | 6,500.00   | 6,500.00   |
| 13-00-5120     | SCHOOLS, DUES, & SEMINARS      | .00            | .00            | 2,000.00   | 2,000.00   |
| 13-00-5125     | SALES TAX                      | .00            | .00            | 20,000.00  | 20,000.00  |
| 13-00-5135     | PROPERTY INSURANCE             | .00            | 24,762.30      | 26,500.00  | 1,737.70   |
| 13-00-5140     | TRAVEL OR MILEAGE              | .00            | .00            | .00        | .00        |
| 13-00-5141     | SERVICE FEES                   | 200.00         | 250.00         | 800.00     | 550.00     |
| 13-00-5145     | REPAIR & MAINT. SERVICES       | 1,200.00       | 1,200.00       | 5,000.00   | 3,800.00   |
| 13-00-5149     | REFUNDS                        | .00            | .00            | .00        | .00        |
| 13-00-5150     | OTHER MISC. OBJECTS            | .00            | .00            | .00        | .00        |
| 13-00-5160     | CONSULTANTS                    | .00            | .00            | .00        | .00        |
| 13-00-5175     | CAPITAL IMPROVEMENT-REAL PRPTY | .00            | .00            | 160,000.00 | 160,000.00 |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|--------------------------------|----------------|----------------|------------|------------|
| 13-00-5176     | NEW POOL SUPPLIES              | .00            | .00            | .00        | .00        |
| 13-00-5201     | PARTY DEPOSIT REFUNDED         | .00            | .00            | .00        | .00        |
| 13-00-5333     | 2021 GO AQUATIC CTN PRINCIPAL  | 225,000.00     | 225,000.00     | 225,000.00 | .00        |
| 13-00-5334     | 2021 GO AQUATIC CTR INTEREST   | 16,652.50      | 16,652.50      | 32,574.00  | 15,921.50  |
| 13-00-5351     | 2023 MUNI IMPROV PRINCIPAL     | .00            | .00            | 45,000.00  | 45,000.00  |
| 13-00-5352     | 2023 MUNI IMPROV BOND INTEREST | .00            | .00            | 48,052.00  | 48,052.00  |
| 13-00-5353     | 2025 MUNI IMPROVEMENT          | 45,000.00      | 45,000.00      | .00        | 45,000.00- |
| 13-00-5354     | 2025 MUNI IMPROVE INTER        | 20,278.22      | 20,278.22      | .00        | 20,278.22- |
| 13-90-4010     | TRANSFER FROM GENERAL          | .00            | .00            | .00        | .00        |
| 13-90-4012     | TRANSFER FROM STREET           | .00            | .00            | .00        | .00        |
| 13-90-4014     | TRANSFER FROM PARK             | .00            | .00            | .00        | .00        |
| 13-90-4016     | TRANSFER FROM FIRE/RESCUE      | .00            | .00            | .00        | .00        |
| 13-90-4020     | TRANSFER FROM WATER            | .00            | .00            | .00        | .00        |
| 13-90-4021     | TRANSFER FROM SEWER            | .00            | .00            | .00        | .00        |
| 13-90-4023     | TRANSFER FROM DEBT SERVIC      | .00            | .00            | .00        | .00        |
| 13-90-4028     | TRANSFER FROM CEMETARY         | .00            | .00            | .00        | .00        |
| 13-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00        | .00        |
| 13-90-5012     | TRANSFER TO STREET             | .00            | .00            | .00        | .00        |
| 13-90-5014     | TRANSFER TO PARK               | .00            | .00            | .00        | .00        |
| 13-90-5016     | TRANSFER TO FIRE/RESCUE        | .00            | .00            | .00        | .00        |
| 13-90-5020     | TRANSFER TO WATER              | .00            | .00            | .00        | .00        |
| 13-90-5021     | TRANSFER TO SEWER              | .00            | .00            | .00        | .00        |
| 13-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00        | .00        |
| 13-90-5028     | TRANSFER TO CEMETERY           | .00            | .00            | .00        | .00        |
| 13-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00        | .00        |
| 14-00-4032     | LEASE REVENUE                  | .00            | .00            | 70,000.00  | 70,000.00  |
| 14-00-4065     | FEES & PERMITS                 | .00            | .00            | .00        | .00        |
| 14-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | .00            | .00        | .00        |
| 14-00-4105     | GRANTS                         | 10,000.00      | 10,000.00      | .00        | 10,000.00- |
| 14-00-4110     | INSURANCE ADJUSTMENTS          | .00            | .00            | .00        | .00        |
| 14-00-4139     | YOUTH FLAG FOOTBAL             | .00            | .00            | 7,000.00   | 7,000.00   |
| 14-00-4140     | FALL SOCCER RECEIPTS           | .00            | .00            | 8,000.00   | 8,000.00   |
| 14-00-4142     | SPRING SOCCER RECEIPTS         | .00            | .00            | 10,000.00  | 10,000.00  |
| 14-00-4143     | BLAST BALL RECEIPTS            | 185.00         | 495.00         | 3,000.00   | 2,505.00   |
| 14-00-4144     | T-BALL RECEIPTS                | 450.00         | 750.00         | 5,000.00   | 4,250.00   |
| 14-00-4145     | BALL RECEIPTS                  | 1,155.00       | 1,575.00       | 10,000.00  | 8,425.00   |
| 14-00-4146     | BALL FIELD RENTAL              | .00            | 320.00         | 8,000.00   | 7,680.00   |
| 14-00-4147     | ADULT VOLLEY BALL              | 1,500.00       | 1,800.00       | 1,000.00   | 800.00-    |
| 14-00-4148     | TOURNAMENTS                    | .00            | .00            | 1,000.00   | 1,000.00   |
| 14-00-4149     | ADULT BASEBALL                 | .00            | .00            | 1,000.00   | 1,000.00   |
| 14-00-4155     | PARK DONATIONS                 | .00            | 2,800.00       | 15,000.00  | 12,200.00  |
| 14-00-4161     | INTEREST-MMA                   | 594.56         | 1,800.30       | 500.00     | 1,300.30-  |
| 14-00-4162     | INTEREST-NE CLASS              | .00            | .00            | 3,000.00   | 3,000.00   |
| 14-00-4165     | INTEREST EARNED                | .00            | .00            | .00        | .00        |
| 14-00-4166     | INTEREST                       | .19            | .50            | .00        | .50-       |
| 14-00-4168     | DIVIDENDS-NPAIT                | 986.72         | 3,028.72       | .00        | 3,028.72-  |
| 14-00-4170     | ADULT BASKETBALL               | .00            | .00            | 1,000.00   | 1,000.00   |
| 14-00-4405     | INFRASTRUCTURE FEE             | .00            | 2,648.86       | 5,000.00   | 2,351.14   |
| 14-00-4420     | ADVERTISING REVENUE            | .00            | .00            | .00        | .00        |
| 14-00-5000     | REGULAR SALARIES               | 10,189.99      | 35,469.78      | 160,000.00 | 124,530.22 |
| 14-00-5002     | OVERTIME SALARIES              | 59.28          | 59.28          | 1,500.00   | 1,440.72   |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|--------------------------------|----------------|----------------|------------|------------|
| 14-00-5006     | SUB OR TEMP SALARIES           | 748.50         | 5,563.09       | 40,000.00  | 34,436.91  |
| 14-00-5009     | SOCIAL SECURITY                | 822.94         | 2,986.79       | 15,500.00  | 12,513.21  |
| 14-00-5015     | HEALTH INSURANCE               | 543.55         | 17,607.49      | 55,000.00  | 37,392.51  |
| 14-00-5019     | WORKER'S COMP INSURANCE        | .00            | 2,803.72       | 5,000.00   | 2,196.28   |
| 14-00-5030     | RETIREMENT                     | 563.38         | 1,953.51       | 9,000.00   | 7,046.49   |
| 14-00-5035     | CLOTHING                       | .00            | .00            | 1,250.00   | 1,250.00   |
| 14-00-5045     | CUSTODIAL SERVICE              | .00            | .00            | .00        | .00        |
| 14-00-5055     | CONTRACTED OR SECURED SERVICES | .00            | 2,120.00       | 16,500.00  | 14,380.00  |
| 14-00-5060     | OTHER PROF. & TECH SERVICE     | .00            | 3,687.50       | 8,500.00   | 4,812.50   |
| 14-00-5070     | ELECTRICITY                    | 1,063.41       | 3,148.10       | 14,000.00  | 10,851.90  |
| 14-00-5073     | GAS AND OIL                    | 184.14         | 1,708.64       | 6,000.00   | 4,291.36   |
| 14-00-5075     | GARBAGE SERVICE                | 129.60         | 832.72         | 3,500.00   | 2,667.28   |
| 14-00-5080     | RENTAL & LEASES                | .00            | 420.00         | 1,500.00   | 1,080.00   |
| 14-00-5090     | PHONE                          | 46.52          | 140.14         | 1,000.00   | 859.86     |
| 14-00-5095     | ADVERTISING & PRINTING         | .00            | .00            | 1,000.00   | 1,000.00   |
| 14-00-5100     | SUPPLIES                       | .00            | 1,607.89       | 30,000.00  | 28,392.11  |
| 14-00-5102     | OPERATION SUPPLIES             | 92.77          | 3,660.06       | 25,000.00  | 21,339.94  |
| 14-00-5103     | TOURNAMENT SUPPLIES            | .00            | .00            | 1,500.00   | 1,500.00   |
| 14-00-5110     | FURNITURE AND EQUIPMENT        | 10,996.42      | 13,996.42      | 7,800.00   | 6,196.42-  |
| 14-00-5120     | SCHOOLS, DUES AND SEMINARS     | 107.00         | 107.00         | 500.00     | 393.00     |
| 14-00-5125     | SALES TAX                      | .00            | .00            | .00        | .00        |
| 14-00-5130     | TREES AND PLANTINGS            | 3,585.00       | 3,585.00       | 15,000.00  | 11,415.00  |
| 14-00-5135     | PROPERTY INSURANCE             | .00            | 30,705.33      | 40,000.00  | 9,294.67   |
| 14-00-5140     | TRAVEL OR MILEAGE              | .00            | .00            | 500.00     | 500.00     |
| 14-00-5141     | SERVICE FEES                   | 25.00          | 75.00          | .00        | 75.00-     |
| 14-00-5145     | REPAIR & MAINT. SERVICES       | 1,694.37       | 6,315.55       | 40,000.00  | 33,684.45  |
| 14-00-5146     | EQUIPMENT MAINTENANCE          | .00            | 263.90         | 3,500.00   | 3,236.10   |
| 14-00-5147     | VEHICLE MAINTENANCE            | .00            | 1,737.14       | 1,500.00   | 237.14-    |
| 14-00-5149     | REFUNDS                        | .00            | .00            | 1,000.00   | 1,000.00   |
| 14-00-5150     | OTHER MISC. OBJECTS            | .00            | .00            | .00        | .00        |
| 14-00-5160     | DONATION EXPENSES              | .00            | 1,896.00       | 2,000.00   | 104.00     |
| 14-00-5175     | CAPITAL IMPROVEMENT-REAL PRPTY | .00            | .00            | 142,000.00 | 142,000.00 |
| 14-90-4010     | TRANSFER FROM GENERAL          | .00            | 270,000.00     | 270,000.00 | .00        |
| 14-90-4011     | TRANSFER FROM CITY SALES TAX   | .00            | .00            | .00        | .00        |
| 14-90-4012     | TRANSFER FROM STREET           | .00            | .00            | .00        | .00        |
| 14-90-4013     | TRANSFER FROM POOL             | .00            | .00            | .00        | .00        |
| 14-90-4014     | TRANSFER FROM PARK             | .00            | .00            | .00        | .00        |
| 14-90-4016     | TRANSFER FROM FIRE/RESCUE      | .00            | .00            | .00        | .00        |
| 14-90-4020     | TRANSFER FROM WATER            | .00            | .00            | .00        | .00        |
| 14-90-4021     | TRANSFER FROM SEWER            | .00            | .00            | .00        | .00        |
| 14-90-4023     | TRANSFER FROM DEBT SERVIC      | .00            | .00            | .00        | .00        |
| 14-90-4028     | TRANSFER FROM CEMETARY         | .00            | .00            | .00        | .00        |
| 14-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00        | .00        |
| 14-90-5011     | TRANSFER TO CITY SALES TAX     | .00            | .00            | .00        | .00        |
| 14-90-5012     | TRANSFER TO STREET             | .00            | .00            | .00        | .00        |
| 14-90-5013     | TRANSFER TO POOL               | .00            | .00            | .00        | .00        |
| 14-90-5016     | TRANSFER TO FIRE/RESCUE        | .00            | .00            | .00        | .00        |
| 14-90-5020     | TRANSFER TO WATER              | .00            | .00            | .00        | .00        |
| 14-90-5021     | TRANSFER TO SEWER              | .00            | .00            | .00        | .00        |
| 14-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00        | .00        |
| 14-90-5028     | TRANSFER TO CEMETERY           | .00            | .00            | .00        | .00        |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|--------------------------------|----------------|----------------|--------------|--------------|
| 14-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00          | .00          |
| 15-00-4161     | INTEREST-MMA                   | 146.32         | 413.86         | .00          | 413.86-      |
| 15-00-4199     | ARPA PROCEEDS                  | .00            | .00            | .00          | .00          |
| 15-00-5060     | OTHER PROF & TECH SERVICE      | .00            | .00            | .00          | .00          |
| 15-00-5141     | ARPA EXPENSES                  | .00            | .00            | .00          | .00          |
| 15-00-5146     | EQUIPMENT MAINT                | .00            | .00            | .00          | .00          |
| 15-00-5175     | CAPITAL IMPROVEMENTS           | .00            | .00            | .00          | .00          |
| 16-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | .00            | .00          | .00          |
| 16-00-4091     | COVID-19 CARE FUNDS            | .00            | .00            | .00          | .00          |
| 16-00-4100     | EQUIPMENT SOLD                 | .00            | .00            | .00          | .00          |
| 16-00-4105     | GRANTS                         | .00            | .00            | .00          | .00          |
| 16-00-4110     | INSURANCE ADJUSTMENTS          | .00            | .00            | .00          | .00          |
| 16-00-4130     | BOND PROCEEDS                  | .00            | .00            | 9,500,000.00 | 9,500,000.00 |
| 16-00-4135     | REIMBURSEMENT-MAT'LS/SERVICES  | .00            | .00            | .00          | .00          |
| 16-00-4155     | GIFTS OR DONATIONS             | .00            | .00            | .00          | .00          |
| 16-00-4160     | SUBURBAN FIRE DEPARTMENT       | 14,511.58      | 43,534.74      | 174,139.00   | 130,604.26   |
| 16-00-4161     | INTEREST-MMA                   | 404.30         | 1,143.56       | 500.00       | 643.56-      |
| 16-00-4165     | INTEREST/FIRE-RESCUE           | .00            | .00            | .00          | .00          |
| 16-00-5000     | SALARIES - REGULAR             | 1,019.48       | 1,019.48       | 23,278.00    | 22,258.52    |
| 16-00-5003     | OFFICER REIMBURSEMENT          | 100.00         | 2,200.00       | 12,000.00    | 9,800.00     |
| 16-00-5009     | SS/MED - CITY SHARE            | .04            | .04            | .00          | .04-         |
| 16-00-5017     | LIFE INSURANCE                 | 2,306.00       | 7,924.20       | 7,500.00     | 424.20-      |
| 16-00-5019     | WORKER'S COMP INSURANCE        | .00            | 1,181.00       | 2,000.00     | 819.00       |
| 16-00-5035     | CLOTHING                       | .00            | .00            | 5,000.00     | 5,000.00     |
| 16-00-5045     | CUSTODIAL SERVICE              | .00            | .00            | .00          | .00          |
| 16-00-5050     | LEGAL SERVICES                 | .00            | .00            | 3,000.00     | 3,000.00     |
| 16-00-5055     | CONTRACTED OR SECURED SERVICES | 8,788.60       | 11,538.60      | 32,000.00    | 20,461.40    |
| 16-00-5056     | ENARSIS ADMIN                  | .00            | .00            | 10,000.00    | 10,000.00    |
| 16-00-5060     | OTHER PROF.& TECH SERVICE      | 71.48          | 261.15         | 5,000.00     | 4,738.85     |
| 16-00-5065     | NATURAL GAS                    | 771.63         | 910.63         | 6,000.00     | 5,089.37     |
| 16-00-5070     | ELECTRICITY                    | 139.30         | 585.13         | 3,500.00     | 2,914.87     |
| 16-00-5073     | GAS & OIL                      | 459.64         | 1,069.45       | 8,000.00     | 6,930.55     |
| 16-00-5075     | GARBAGE SERVICE                | 19.28          | 77.12          | 500.00       | 422.88       |
| 16-00-5080     | RENTALS OR LEASES              | .00            | .00            | .00          | .00          |
| 16-00-5085     | POSTAGE                        | .00            | 9.05           | .00          | 9.05-        |
| 16-00-5090     | TELEPHONE                      | 325.10         | 1,436.72       | 4,000.00     | 2,563.28     |
| 16-00-5095     | ADVERTISING AND PRINTING       | .00            | 495.42         | 1,000.00     | 504.58       |
| 16-00-5100     | SUPPLIES                       | 47.98          | 250.60         | 4,000.00     | 3,749.40     |
| 16-00-5101     | FIRE OPERATION SUPPLIES        | .00            | 213.43         | 12,000.00    | 11,786.57    |
| 16-00-5102     | MEDICAL SUPPLIES               | 2,364.34       | 11,575.07      | 25,000.00    | 13,424.93    |
| 16-00-5103     | FD BUNKER GEAR                 | 50.00          | 460.00         | 5,500.00     | 5,040.00     |
| 16-00-5110     | FURNITURE AND EQUIPMENT        | .00            | .00            | .00          | .00          |
| 16-00-5112     | COMMUNICATION GEAR             | .00            | .00            | 36,000.00    | 36,000.00    |
| 16-00-5115     | LICENSE FEES                   | .00            | 23.00          | 500.00       | 477.00       |
| 16-00-5120     | SCHOOL, DUES AND SEMINARS      | .00            | .00            | 14,000.00    | 14,000.00    |
| 16-00-5135     | PROPERTY INSURANCE             | .00            | 23,707.00      | 25,000.00    | 1,293.00     |
| 16-00-5140     | TRAVEL OR MILEAGE              | .00            | .00            | 6,000.00     | 6,000.00     |
| 16-00-5141     | SERVICE FEES                   | .00            | .00            | .00          | .00          |
| 16-00-5142     | VEHICLE MILEAGE REIMBURSE      | 3,800.00       | 14,020.00      | 50,000.00    | 35,980.00    |
| 16-00-5145     | BUILDING REPAIR & MAINTENANCE  | 394.93         | 394.93         | 5,000.00     | 4,605.07     |
| 16-00-5146     | EQUIPMENT-REPAIR & MAINTENANCE | .00            | 3,171.93       | 12,500.00    | 9,328.07     |

**PCT OF FISCAL YTD 25.0%**

| ACCOUNT NUMBER | ACCOUNT TITLE                | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|------------------------------|----------------|----------------|--------------|--------------|
| 16-00-5147     | VEHICLE REPAIR & MAINTENANCE | 1,069.19       | 1,487.27       | 18,000.00    | 16,512.73    |
| 16-00-5148     | COMMUNICATION REPAIR         | .00            | 139.35         | 3,000.00     | 2,860.65     |
| 16-00-5149     | REFUNDS                      | .00            | .00            | .00          | .00          |
| 16-00-5150     | OTHER MISC. OBJECTS          | .00            | .00            | 4,000.00     | 4,000.00     |
| 16-00-5175     | CAPITAL IMPROVEMENTS         | 8,353.75       | 18,156.25      | 9,500,000.00 | 9,481,843.75 |
| 16-00-5180     | INNOCULATIONS                | .00            | .00            | .00          | .00          |
| 16-00-5225     | DONATION FUND-EXPENSES       | .00            | .00            | .00          | .00          |
| 16-00-5230     | VOID!! USE FUND 18 ACCTS     | .00            | .00            | .00          | .00          |
| 16-00-5231     | FEH: FIRE SERVICE CALLS      | .00            | .00            | .00          | .00          |
| 16-00-5555     | UNIFORMS                     | .00            | .00            | .00          | .00          |
| 16-90-4010     | TRANSFER FROM GENERAL        | .00            | 174,139.00     | 174,139.00   | .00          |
| 16-90-4012     | TRANSFER FROM STREET         | .00            | .00            | .00          | .00          |
| 16-90-4013     | TRANSFER FROM POOL           | .00            | .00            | .00          | .00          |
| 16-90-4014     | TRANSFER FROM PARK           | .00            | .00            | .00          | .00          |
| 16-90-4018     | TRANSFER FROM FIRE EQUIPMENT | .00            | .00            | .00          | .00          |
| 16-90-4020     | TRANSFER FROM WATER          | .00            | .00            | .00          | .00          |
| 16-90-4021     | TRANSFER FROM SEWER          | .00            | .00            | .00          | .00          |
| 16-90-4023     | TRANSFER FROM DEBT SERVIC    | .00            | .00            | .00          | .00          |
| 16-90-4028     | TRANSFER FROM CEMETARY       | .00            | .00            | .00          | .00          |
| 16-90-4029     | TRANSFER FROM LOTTERY        | .00            | .00            | .00          | .00          |
| 16-90-5010     | TRANSFER TO GENERAL          | .00            | .00            | 5,000.00     | 5,000.00     |
| 16-90-5011     | TRANSFER TO SALES TAX        | .00            | .00            | .00          | .00          |
| 16-90-5012     | TRANSFER TO STREET           | .00            | .00            | .00          | .00          |
| 16-90-5013     | TRANSFER TO POOL             | .00            | .00            | .00          | .00          |
| 16-90-5014     | TRANSFER TO PARK             | .00            | .00            | .00          | .00          |
| 16-90-5017     | TRANSFER TO FIRE DONATION    | .00            | .00            | .00          | .00          |
| 16-90-5018     | TRANSFER TO FIRE EQUIPMENT   | .00            | .00            | .00          | .00          |
| 16-90-5020     | TRANSFER TO WATER            | .00            | .00            | .00          | .00          |
| 16-90-5021     | TRANSFER TO SEWER            | .00            | .00            | .00          | .00          |
| 16-90-5023     | TRANSFER TO DEBT SERVICE     | .00            | .00            | .00          | .00          |
| 16-90-5028     | TRANSFER TO CEMETERY         | .00            | .00            | .00          | .00          |
| 16-90-5029     | TRANSFER TO LOTTERY          | .00            | .00            | .00          | .00          |
| 17-00-4065     | BURN PERMITS                 | 40.00          | 120.00         | 500.00       | 380.00       |
| 17-00-4070     | TABLE RENTAL REVENUE         | .00            | .00            | .00          | .00          |
| 17-00-4090     | OTHER LOCAL REV RECEIPTS     | .00            | .00            | .00          | .00          |
| 17-00-4105     | GRANTS                       | .00            | .00            | .00          | .00          |
| 17-00-4155     | GIFTS OR DONATIONS           | 8,533.00       | 15,083.00      | 5,000.00     | 10,083.00-   |
| 17-00-4156     | FIRE ENGINE 34 DONATIONS     | .00            | .00            | .00          | .00          |
| 17-00-4157     | SANTA EXPRESS DONATIONS      | 1,205.31       | 4,405.31       | 2,000.00     | 2,405.31-    |
| 17-00-4162     | INTEREST-NE CLASS            | .00            | .00            | 500.00       | 500.00       |
| 17-00-4165     | INTEREST FIRE DONATION       | .00            | .00            | .00          | .00          |
| 17-00-4166     | INTEREST                     | 1.98           | 3.41           | .00          | 3.41-        |
| 17-00-4168     | DIVIDENDS-NPAIT              | 169.78         | 521.20         | .00          | 521.20-      |
| 17-00-5035     | CLOTHING ALLOWANCE           | .00            | .00            | 3,000.00     | 3,000.00     |
| 17-00-5100     | SUPPLIES                     | 89.61          | 281.56         | 5,000.00     | 4,718.44     |
| 17-00-5101     | FIRE OPERATION SUPPLIES      | .00            | .00            | .00          | .00          |
| 17-00-5104     | ENGINE 34 EXPENSE            | 148.00         | 444.00         | 2,000.00     | 1,556.00     |
| 17-00-5106     | SANTA EXPRESS EXPENSES       | 3,604.42       | 6,931.24       | .00          | 6,931.24-    |
| 17-00-5108     | PRIZES                       | .00            | .00            | .00          | .00          |
| 17-00-5150     | OTHER MISC EXPENSES          | .00            | .00            | .00          | .00          |
| 17-00-5175     | CAPITAL EQUIPMENT            | .00            | .00            | 49,942.00    | 49,942.00    |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE               | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|-----------------------------|----------------|----------------|------------|------------|
| 17-90-4016     | TRANSFER FROM FIRE/RESCUE   | .00            | .00            | .00        | .00        |
| 17-90-4018     | TRANSFER FROM FIRE EQUIP    | .00            | .00            | .00        | .00        |
| 17-90-4038     | TRANSFER FROM FIRE RAFFLE   | .00            | .00            | .00        | .00        |
| 17-90-5016     | TRANSFER TO FIRE/RESCUE     | .00            | .00            | .00        | .00        |
| 17-90-5018     | TRANSFERS TO FIRE EQUIPMENT | .00            | .00            | .00        | .00        |
| 18-00-4090     | OTHER LOCAL REV RECEIPTS    | .00            | .00            | .00        | .00        |
| 18-00-4091     | COVID-19 Care funds         | .00            | .00            | .00        | .00        |
| 18-00-4105     | GRANTS                      | .00            | .00            | .00        | .00        |
| 18-00-4130     | LOAN PROCEEDS               | .00            | .00            | .00        | .00        |
| 18-00-4135     | REIMBURSEMENT               | .00            | .00            | .00        | .00        |
| 18-00-4150     | FEH: FIRE SERVICE CALLS     | .00            | .00            | 2,000.00   | 2,000.00   |
| 18-00-4151     | EMS: RESCUE SERVICE CALLS   | 12,556.90      | 26,104.88      | 80,000.00  | 53,895.12  |
| 18-00-4160     | RURAL FIRE DEPARTMENT       | .00            | .00            | .00        | .00        |
| 18-00-4161     | INTEREST-MMA                | 833.66         | 2,358.00       | 500.00     | 1,858.00-  |
| 18-00-4162     | INTEREST-NE CLASS           | .00            | .00            | 2,500.00   | 2,500.00   |
| 18-00-4165     | INTEREST - FIRE EQUIPMENT   | .00            | .00            | .00        | .00        |
| 18-00-4166     | INTEREST                    | 6.24           | 16.22          | .00        | 16.22-     |
| 18-00-4168     | DIVIDENDS-NPAIT             | 432.25         | 1,326.82       | .00        | 1,326.82-  |
| 18-00-5055     | CONTRACT/SECURED SERVICES   | .00            | .00            | .00        | .00        |
| 18-00-5060     | OTHER PROF/TECH SERVICE     | .00            | .00            | .00        | .00        |
| 18-00-5100     | SUPPLIES                    | .00            | 2,758.00       | .00        | 2,758.00-  |
| 18-00-5103     | FD BUNKER GEAR              | .00            | .00            | .00        | .00        |
| 18-00-5110     | FURNITURE & EQUIPMENT       | .00            | 1,899.00       | .00        | 1,899.00-  |
| 18-00-5141     | SERVICE FEES                | .00            | .00            | .00        | .00        |
| 18-00-5147     | VEHICLE MAINT               | .00            | .00            | .00        | .00        |
| 18-00-5149     | REFUNDS                     | .00            | .00            | .00        | .00        |
| 18-00-5175     | CAPITAL EQUIPMENT           | 5,096.14       | 5,096.14       | 589,163.00 | 584,066.86 |
| 18-00-5182     | 2025 AMBULANCE PRINCIPAL    | .00            | .00            | 15,000.00  | 15,000.00  |
| 18-00-5183     | 2025 AMBULANCE INTEREST     | .00            | .00            | 40,000.00  | 40,000.00  |
| 18-00-5230     | VOID!! USE STANDARD ACCTS   | .00            | .00            | .00        | .00        |
| 18-00-5231     | FEH - FEES                  | .00            | .00            | 500.00     | 500.00     |
| 18-00-5232     | EMS - FEES                  | 948.57         | 3,577.93       | 15,000.00  | 11,422.07  |
| 18-90-4016     | TRANSFER FROM FIRE          | .00            | .00            | .00        | .00        |
| 18-90-4029     | TRANSFER FROM KENO          | .00            | .00            | .00        | .00        |
| 18-90-5016     | TRANSFER TO FD OPERATIONS   | .00            | .00            | .00        | .00        |
| 18-90-5017     | TRANSFER TO DONATIONS       | .00            | .00            | .00        | .00        |
| 19-00-4065     | FEES & PERMITS              | 17,256.98      | 24,291.12      | 60,000.00  | 35,708.88  |
| 19-00-4090     | OTHER LOCAL REV RECEIPTS    | .00            | .00            | .00        | .00        |
| 19-00-4105     | GRANTS                      | .00            | .00            | .00        | .00        |
| 19-00-4106     | DEVELOPER:STREET TREES      | .00            | .00            | .00        | .00        |
| 19-00-4161     | INTEREST-MMA                | 1,315.90       | 3,722.01       | 1,000.00   | 2,722.01-  |
| 19-00-4200     | PERMIT DEPOSITS             | .00            | 2,000.00       | 10,000.00  | 8,000.00   |
| 19-00-4205     | DEVELOPER CONTRIBUTIONS     | .00            | .00            | 80,000.00  | 80,000.00  |
| 19-00-4405     | INFRASTRUCTURE FEE          | .00            | 4,414.76       | 20,000.00  | 15,585.24  |
| 19-00-5000     | SALARIES - REGULAR          | 8,774.82       | 29,990.45      | 110,000.00 | 80,009.55  |
| 19-00-5001     | SALARIES - PART TIME        | .00            | .00            | 26,000.00  | 26,000.00  |
| 19-00-5002     | SALARIES - OVERTIME         | .00            | .00            | .00        | .00        |
| 19-00-5009     | SS/MED - CITY SHARE         | 660.18         | 2,301.83       | 10,500.00  | 8,198.17   |
| 19-00-5015     | HEALTH INSURANCE            | 53.74          | 5,636.49       | 16,500.00  | 10,863.51  |
| 19-00-5030     | RETIREMENT                  | 466.09         | 1,619.77       | 7,500.00   | 5,880.23   |
| 19-00-5035     | CLOTHING                    | .00            | 116.29         | 500.00     | 383.71     |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|--------------------------------|----------------|----------------|--------------|--------------|
| 19-00-5040     | CO TREASURER & OTHER FEES      | .00            | .00            | .00          | .00          |
| 19-00-5050     | LEGAL SERVICES                 | .00            | .00            | .00          | .00          |
| 19-00-5055     | CONTRACT OR SECURED SERVI      | .00            | 57.00          | .00          | 57.00-       |
| 19-00-5060     | OTHER PROF & TECH SERVICE      | .00            | .00            | 25,000.00    | 25,000.00    |
| 19-00-5073     | GAS & OIL                      | 52.84          | 106.28         | 1,000.00     | 893.72       |
| 19-00-5090     | TELEPHONE                      | 26.40          | 79.78          | 1,500.00     | 1,420.22     |
| 19-00-5095     | ADVERTISING AND PRINTING       | .00            | .00            | 1,000.00     | 1,000.00     |
| 19-00-5100     | SUPPLIES                       | .00            | .00            | 1,000.00     | 1,000.00     |
| 19-00-5110     | FURNITURE & EQUIPMENT          | .00            | .00            | .00          | .00          |
| 19-00-5120     | SCHOOL, DUES & SEMINARS        | .00            | 150.00         | 3,000.00     | 2,850.00     |
| 19-00-5135     | INSURANCE                      | .00            | 814.84         | 1,000.00     | 185.16       |
| 19-00-5140     | TRAVEL & MILEAGE               | .00            | .00            | 1,000.00     | 1,000.00     |
| 19-00-5145     | REPAIR & MAINT SERVICES        | .00            | .00            | .00          | .00          |
| 19-00-5146     | EQUIPMENT MAINT                | .00            | .00            | .00          | .00          |
| 19-00-5147     | VEHICLE MAINT                  | .00            | .00            | 500.00       | 500.00       |
| 19-00-5150     | OTHER MISC.OBJECTS             | .00            | .00            | .00          | .00          |
| 19-00-5151     | OTHER-STREET TREES             | 580.00         | 580.00         | 25,000.00    | 24,420.00    |
| 19-00-5201     | DEPOSITS REFUNDED              | .00            | .00            | 30,000.00    | 30,000.00    |
| 19-00-5205     | CONSULTANTS                    | 2,963.40       | 10,234.80      | 80,000.00    | 69,765.20    |
| 19-90-4010     | TRANSFER FROM GENERAL          | .00            | 125,000.00     | 125,000.00   | .00          |
| 20-00-4050     | SALES TAX                      | 1,413.10       | 2,659.83       | 10,000.00    | 7,340.17     |
| 20-00-4071     | CITY FINES                     | .00            | .00            | .00          | .00          |
| 20-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | 263.73         | .00          | 263.73-      |
| 20-00-4095     | LABOR & MATERIALS SOLD - WATER | .00            | 2,593.74       | 20,000.00    | 17,406.26    |
| 20-00-4105     | GRANTS                         | .00            | .00            | 547,000.00   | 547,000.00   |
| 20-00-4110     | INSURANCE ADJUSTMENTS          | .00            | .00            | .00          | .00          |
| 20-00-4130     | SALE OF BONDS - WATER          | .00            | .00            | 1,300,000.00 | 1,300,000.00 |
| 20-00-4131     | GO WATER BOND 2025 PROC        | .00            | .00            | .00          | .00          |
| 20-00-4161     | INTEREST-MMA                   | 5,262.85       | 15,449.21      | 10,000.00    | 5,449.21-    |
| 20-00-4165     | INTEREST/WATER                 | .00            | .00            | .00          | .00          |
| 20-00-4175     | CONTRIBUTION INCOME            | .00            | .00            | .00          | .00          |
| 20-00-4200     | INSURANCE PROCEEDS             | .00            | .00            | .00          | .00          |
| 20-00-4220     | SCRAP SALES                    | .00            | .00            | .00          | .00          |
| 20-00-4300     | UTILITY SERVICE CHARGE-WATER   | 71,090.82      | 255,753.29     | 675,000.00   | 419,246.71   |
| 20-00-4305     | SALE OF WATER                  | 65.40          | 197.71         | .00          | 197.71-      |
| 20-00-4400     | DEPOSITS RECEIVED              | .00            | .00            | .00          | .00          |
| 20-00-4405     | INFRASTRUCTURE FEE             | .00            | 264.88         | 1,500.00     | 1,235.12     |
| 20-00-5000     | REGULAR SALARIES               | 15,300.98      | 55,415.70      | 213,000.00   | 157,584.30   |
| 20-00-5002     | OVERTIME SALARIES              | 1,690.88       | 2,345.31       | 7,000.00     | 4,654.69     |
| 20-00-5006     | SUB OR TEMP SALARIES           | .00            | .00            | .00          | .00          |
| 20-00-5009     | SOCIAL SECURITY                | 1,292.17       | 4,392.58       | 16,500.00    | 12,107.42    |
| 20-00-5015     | HEALTH INSURANCE               | 206.09         | 11,465.17      | 46,000.00    | 34,534.83    |
| 20-00-5019     | WORKER'S COMP INSURANCE        | .00            | 1,189.37       | 3,500.00     | 2,310.63     |
| 20-00-5030     | RETIREMENT                     | 734.15         | 2,382.82       | 12,000.00    | 9,617.18     |
| 20-00-5035     | CLOTHING                       | .00            | 452.45         | 500.00       | 47.55        |
| 20-00-5050     | LABORATORY SERVICES            | .00            | .00            | .00          | .00          |
| 20-00-5055     | CONTRACTED OR SECURED SERVICES | .00            | .00            | 5,000.00     | 5,000.00     |
| 20-00-5056     | GRANT EXPENDITURES             | .00            | .00            | .00          | .00          |
| 20-00-5060     | OTHER PROF. & TECH SERVICE     | .00            | .00            | 2,000.00     | 2,000.00     |
| 20-00-5061     | SPECIAL PROF & TECH SERVICES   | .00            | .00            | .00          | .00          |
| 20-00-5065     | SPECIAL PROF & TECH SERVICES   | .00            | .00            | .00          | .00          |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|--------------------------------|----------------|----------------|--------------|--------------|
| 20-00-5070     | ELECTRICITY                    | 2,417.52       | 9,486.97       | 40,000.00    | 30,513.03    |
| 20-00-5073     | GAS AND OIL                    | 177.65         | 515.56         | 3,000.00     | 2,484.44     |
| 20-00-5080     | RENTALS OR LEASES              | .00            | 458.76         | 1,000.00     | 541.24       |
| 20-00-5085     | POSTAGE                        | 160.29         | 483.44         | 3,500.00     | 3,016.56     |
| 20-00-5090     | TELEPHONE                      | 52.80          | 159.56         | 2,000.00     | 1,840.44     |
| 20-00-5095     | ADVERTISING AND PRINTING       | .00            | .00            | 2,000.00     | 2,000.00     |
| 20-00-5100     | SUPPLIES                       | 2,643.82       | 15,773.93      | 40,000.00    | 24,226.07    |
| 20-00-5102     | OPERATION SUPPLIES             | .00            | .00            | .00          | .00          |
| 20-00-5110     | FURNITURE AND EQUIPMENT        | .00            | 7,884.00       | 87,000.00    | 79,116.00    |
| 20-00-5120     | SCHOOL, DUES AND SEMINARS      | .00            | 690.00         | 2,000.00     | 1,310.00     |
| 20-00-5125     | SALES TAX-WATER                | 584.22         | 1,907.56       | 10,000.00    | 8,092.44     |
| 20-00-5135     | PROPERTY INSURANCE             | .00            | 21,000.20      | 24,000.00    | 2,999.80     |
| 20-00-5140     | TRAVEL OR MILEAGE              | .00            | 34.37          | 1,000.00     | 965.63       |
| 20-00-5141     | SERVICE FEES                   | 400.00         | 400.00         | 800.00       | 400.00       |
| 20-00-5144     | REPAIR & MAIN. - BLDG          | .00            | .00            | 1,000.00     | 1,000.00     |
| 20-00-5145     | REPAIR & MAINT. SERVICES       | 8,819.74       | 11,367.80      | 35,000.00    | 23,632.20    |
| 20-00-5146     | EQUIPMENT MAINTENANCE          | 958.70         | 1,537.29       | 10,000.00    | 8,462.71     |
| 20-00-5147     | VEHICLE MAINTENANCE            | 90.03          | 90.03          | 1,000.00     | 909.97       |
| 20-00-5150     | OTHER MISC. OBJECTS            | 1,000.00       | 1,000.00       | .00          | 1,000.00-    |
| 20-00-5175     | CAPITAL IMPROVEMENT-REAL PRPTY | 7,000.00       | 23,011.25      | 1,972,000.00 | 1,948,988.75 |
| 20-00-5180     | 2021 NDEE PRINCIPAL PAYMENT    | .00            | .00            | .00          | .00          |
| 20-00-5181     | NDEE INTEREST PAYMENT          | .00            | .00            | .00          | .00          |
| 20-00-5182     | 2021 GO WATER PRINCIPAL        | 115,000.00     | 115,000.00     | 115,000.00   | .00          |
| 20-00-5183     | 2021 GO WATER INTEREST         | 7,626.25       | 7,626.25       | 14,821.00    | 7,194.75     |
| 20-00-5201     | REFUNDS                        | .00            | .00            | .00          | .00          |
| 20-00-5210     | METER AND READOUT PURCHASE     | .00            | 1,393.89       | 60,000.00    | 58,606.11    |
| 20-00-5220     | DEPRECIATION EXPENSE           | .00            | .00            | .00          | .00          |
| 20-00-5235     | LABORATORY SERVICES            | 110.00         | 1,317.90       | 5,000.00     | 3,682.10     |
| 20-00-5304     | BOND NOTES                     | .00            | .00            | .00          | .00          |
| 20-00-5305     | INTEREST EXPENSE               | .00            | .00            | .00          | .00          |
| 20-00-5382     | 2021 GO WTR REF PRINCIPAL      | .00            | .00            | .00          | .00          |
| 20-00-5383     | 2021 GO WTR REF INTEREST       | .00            | .00            | .00          | .00          |
| 20-00-5384     | 2025 GO WATER PRINCIPAL        | 50,000.00      | 50,000.00      | 50,000.00    | .00          |
| 20-00-5385     | 2025 GO WATER INTEREST         | 24,107.50      | 24,107.50      | 47,215.00    | 23,107.50    |
| 20-00-5400     | DEPOSITS REFUNDED              | .00            | .00            | .00          | .00          |
| 20-90-4012     | TRANSFER FROM STREET           | .00            | .00            | .00          | .00          |
| 20-90-4013     | TRANSFER FROM POOL             | .00            | .00            | .00          | .00          |
| 20-90-4014     | TRANSFER FROM PARK             | .00            | .00            | .00          | .00          |
| 20-90-4016     | TRANSFER FROM FIRE/RESCUE      | .00            | .00            | .00          | .00          |
| 20-90-4021     | TRANSFER FROM SEWER            | .00            | .00            | .00          | .00          |
| 20-90-4023     | TRANSFER FROM DEBT SERVIC      | .00            | .00            | .00          | .00          |
| 20-90-4028     | TRANSFER FROM CEMETARY         | .00            | .00            | .00          | .00          |
| 20-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00          | .00          |
| 20-90-5012     | TRANSFER TO STREET             | .00            | .00            | .00          | .00          |
| 20-90-5013     | TRANSFER TO POOL               | .00            | .00            | .00          | .00          |
| 20-90-5014     | TRANSFER TO PARK               | .00            | .00            | .00          | .00          |
| 20-90-5016     | TRANSFER TO FIRE/RESCUE        | .00            | .00            | .00          | .00          |
| 20-90-5021     | TRANSFER TO SEWER              | .00            | .00            | .00          | .00          |
| 20-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00          | .00          |
| 20-90-5028     | TRANSFER TO CEMETERY           | .00            | .00            | .00          | .00          |
| 20-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00          | .00          |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|--------------------------------|----------------|----------------|--------------|--------------|
| 21-00-4050     | SALES TAX                      | 9,367.65       | 28,361.50      | 85,000.00    | 56,638.50    |
| 21-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | .00            | .00          | .00          |
| 21-00-4095     | LABOR & MATERIALS SOLD - SEWER | .00            | .00            | .00          | .00          |
| 21-00-4105     | GRANTS                         | .00            | .00            | .00          | .00          |
| 21-00-4110     | INSURANCE ADJUSTMENTS          | .00            | .00            | .00          | .00          |
| 21-00-4130     | SALE OF BONDS - SEWER          | .00            | .00            | .00          | .00          |
| 21-00-4161     | INTEREST-MMA                   | 9,745.69       | 28,692.16      | 20,000.00    | 8,692.16-    |
| 21-00-4163     | INTEREST-CD'S HORIZON          | 15,632.53      | 27,049.05      | 20,000.00    | 7,049.05-    |
| 21-00-4164     | INTEREST-CD'S FSB              | .00            | 4,098.58       | 3,000.00     | 1,098.58-    |
| 21-00-4175     | CONTRIBUTION INCOME            | .00            | .00            | .00          | .00          |
| 21-00-4180     | INTEREST INCOME                | .00            | .00            | .00          | .00          |
| 21-00-4220     | SCRAP SALES                    | .00            | .00            | .00          | .00          |
| 21-00-4300     | UTILITY SERVICE CHARGE-SEWER   | 134,196.96     | 407,659.12     | 1,300,000.00 | 892,340.88   |
| 21-00-4405     | INFRASTRUCTURE FEE             | .00            | 353.18         | .00          | 353.18-      |
| 21-00-5000     | REGULAR SALARIES               | 14,600.23      | 50,643.99      | 213,000.00   | 162,356.01   |
| 21-00-5002     | OVERTIME SALARIES              | 1,176.70       | 2,011.89       | 6,000.00     | 3,988.11     |
| 21-00-5006     | SUB OR TEMP SALARIES           | .00            | .00            | .00          | .00          |
| 21-00-5009     | SOCIAL SECURITY                | 1,214.56       | 3,952.33       | 16,500.00    | 12,547.67    |
| 21-00-5015     | HEALTH INSURANCE               | 211.88         | 13,214.81      | 36,000.00    | 22,785.19    |
| 21-00-5019     | WORKER'S COMP INSURANCE        | .00            | 657.68         | 1,500.00     | 842.32       |
| 21-00-5030     | RETIREMENT                     | 775.35         | 2,641.14       | 12,000.00    | 9,358.86     |
| 21-00-5035     | CLOTHING                       | .00            | .00            | 250.00       | 250.00       |
| 21-00-5045     | CUSTODIAL SERVICE              | .00            | .00            | .00          | .00          |
| 21-00-5050     | LABORATORY SERVICES            | 1,255.61       | 2,347.74       | 6,500.00     | 4,152.26     |
| 21-00-5060     | OTHER PROF. & TECH SERVICE     | .00            | .00            | 67,000.00    | 67,000.00    |
| 21-00-5065     | NATURAL GAS                    | 75.00          | 75.00          | 4,000.00     | 3,925.00     |
| 21-00-5070     | ELECTRICITY                    | 8,392.07       | 24,527.34      | 100,000.00   | 75,472.66    |
| 21-00-5073     | GAS AND OIL                    | 46.88          | 157.36         | 6,000.00     | 5,842.64     |
| 21-00-5075     | GARBAGE SERVICE                | 154.22         | 616.88         | 2,000.00     | 1,383.12     |
| 21-00-5080     | RENTALS OR LEASES              | .00            | 917.52         | 1,000.00     | 82.48        |
| 21-00-5085     | POSTAGE                        | 160.29         | 483.45         | 3,500.00     | 3,016.55     |
| 21-00-5090     | TELEPHONE                      | 174.55         | 524.80         | 4,000.00     | 3,475.20     |
| 21-00-5095     | ADVERTISING AND PRINTING       | .00            | .00            | 500.00       | 500.00       |
| 21-00-5100     | SUPPLIES                       | 4,095.22       | 4,612.79       | 28,000.00    | 23,387.21    |
| 21-00-5102     | OPERATION SUPPLIES             | .00            | .00            | .00          | .00          |
| 21-00-5110     | FURNITURE AND EQUIPMENT        | .00            | 19,398.00      | 803,600.00   | 784,202.00   |
| 21-00-5120     | SCHOOL, DUES AND SEMINARS      | .00            | .00            | 1,500.00     | 1,500.00     |
| 21-00-5125     | SALES TAX-SEWER                | 9,221.31       | 28,739.37      | 105,000.00   | 76,260.63    |
| 21-00-5135     | PROPERTY INSURANCE             | .00            | 21,982.56      | 24,000.00    | 2,017.44     |
| 21-00-5140     | TRAVEL OR MILEAGE              | .00            | .00            | 500.00       | 500.00       |
| 21-00-5141     | SERVICE FEES                   | 400.00         | 400.00         | 800.00       | 400.00       |
| 21-00-5145     | REPAIR & MAINT. SEWER          | 24.73          | 102.09         | 25,000.00    | 24,897.91    |
| 21-00-5146     | EQUIPMENT MAINTENANCE          | 750.00         | 39,240.87      | 30,000.00    | 9,240.87-    |
| 21-00-5147     | VEHICLE MAINTENANCE            | .00            | .00            | 500.00       | 500.00       |
| 21-00-5150     | OTHER MISC. OBJECTS            | .00            | .00            | .00          | .00          |
| 21-00-5151     | ADJUSTMENTS                    | .00            | .00            | .00          | .00          |
| 21-00-5152     | REPAIR & MAIN - WWTP           | 2,432.80       | 2,760.40       | 10,000.00    | 7,239.60     |
| 21-00-5175     | CAPITOL IMPROVEMENTS-SEWER     | .00            | .00            | 2,085,000.00 | 2,085,000.00 |
| 21-00-5180     | AMORTIZATION EXPENSE           | .00            | .00            | .00          | .00          |
| 21-00-5220     | DEPRECIATION EXPENSE           | .00            | .00            | .00          | .00          |
| 21-00-5300     | DISPOSITION OF EQUIPMENT       | .00            | .00            | .00          | .00          |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|--------------------------------|----------------|----------------|------------|------------|
| 21-00-5301     | BOND REFINANCE EXPENSES        | .00            | .00            | .00        | .00        |
| 21-00-5306     | PRINCIPAL-2016 COM. UT.REV.REF | .00            | .00            | .00        | .00        |
| 21-00-5307     | INTEREST-2016 COM.UT.REV.REF.  | .00            | .00            | .00        | .00        |
| 21-00-5326     | 2021 CURRB PRINCIPAL           | 310,000.00     | 310,000.00     | 310,000.00 | .00        |
| 21-00-5327     | 2021 CURRB INTEREST            | 9,042.50       | 9,042.50       | 16,845.00  | 7,802.50   |
| 21-00-5333     | 2020 CURR PRINCIPAL            | .00            | .00            | 210,000.00 | 210,000.00 |
| 21-00-5334     | 2020 CURR INTEREST             | 8,883.75       | 8,883.75       | 19,133.00  | 10,249.25  |
| 21-00-5337     | PRIN: HOLD 2018 C.U.R. BOND    | .00            | .00            | .00        | .00        |
| 21-00-5338     | INT: 2018 C.U.R. BAN           | .00            | .00            | .00        | .00        |
| 21-90-4011     | TRANSFER FROM SALES TAX        | .00            | .00            | .00        | .00        |
| 21-90-4012     | TRANSFER FROM STREET           | .00            | .00            | .00        | .00        |
| 21-90-4013     | TRANSFER FROM POOL             | .00            | .00            | .00        | .00        |
| 21-90-4014     | TRANSFER FROM PARK             | .00            | .00            | .00        | .00        |
| 21-90-4016     | TRANSFER FROM FIRE/RESCUE      | .00            | .00            | .00        | .00        |
| 21-90-4020     | TRANSFER FROM WATER            | .00            | .00            | .00        | .00        |
| 21-90-4023     | TRANSFER FROM DEBT SERVIC      | .00            | .00            | .00        | .00        |
| 21-90-4028     | TRANSFER FROM CEMETARY         | .00            | .00            | .00        | .00        |
| 21-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00        | .00        |
| 21-90-5011     | TRANSFER TO GENERAL            | .00            | .00            | .00        | .00        |
| 21-90-5012     | TRANSFER TO STREET             | .00            | .00            | .00        | .00        |
| 21-90-5013     | TRANSFER TO POOL               | .00            | .00            | .00        | .00        |
| 21-90-5014     | TRANSFER TO PARK               | .00            | .00            | .00        | .00        |
| 21-90-5016     | TRANSFER TO FIRE/RESCUE        | .00            | .00            | .00        | .00        |
| 21-90-5020     | TRANSFER TO WATER              | .00            | .00            | .00        | .00        |
| 21-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00        | .00        |
| 21-90-5028     | TRANSFER TO CEMETERY           | .00            | .00            | .00        | .00        |
| 21-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00        | .00        |
| 22-00-4105     | GRANTS                         | .00            | .00            | .00        | .00        |
| 22-00-4130     | CDBG GRANT PROCEEDS            | .00            | 2,141.10       | .00        | 2,141.10-  |
| 22-00-4180     | INTEREST INCOME                | .00            | .00            | .00        | .00        |
| 22-00-4310     | TIF REVENUE                    | .00            | .00            | .00        | .00        |
| 22-00-5050     | LEGAL SERVICES                 | .00            | .00            | .00        | .00        |
| 22-00-5100     | TIF NOTE DISBURSEMENTS         | .00            | .00            | .00        | .00        |
| 22-00-5101     | DRAW DOWNS                     | .00            | 1,211.70-      | .00        | 1,211.70   |
| 22-00-5102     | OPERATION SUPPLIES             | .00            | .00            | .00        | .00        |
| 22-00-5215     | TIF NOTE PAYMENTSD             | .00            | .00            | .00        | .00        |
| 23-00-4000     | COUNTY PROPERTY TAX            | 1,883.94       | 6,971.78       | 696,188.00 | 689,216.22 |
| 23-00-4005     | COUNTY MOTOR VEHICLE FEE       | .00            | .00            | .00        | .00        |
| 23-00-4010     | COUNTY MOTOR VEHICLE PRO RATE  | .00            | 157.88         | 2,000.00   | 1,842.12   |
| 23-00-4015     | PROPERTY TAX CREDIT            | .00            | .00            | .00        | .00        |
| 23-00-4020     | PROPERTY TAX CREDIT            | .00            | .00            | .00        | .00        |
| 23-00-4023     | TRANSFER FROM CO. BOND         | .00            | .00            | .00        | .00        |
| 23-00-4030     | CO. CARLINE                    | .00            | .00            | .00        | .00        |
| 23-00-4037     | COUNTY SPECIAL ASSESSMENTS     | .00            | .00            | 30,533.00  | 30,533.00  |
| 23-00-4040     | COUNTY IN LIEU OF TAX          | .00            | .00            | 4,076.00   | 4,076.00   |
| 23-00-4055     | COUNTY HOMESTEAD EXEMPTION     | .00            | .00            | .00        | .00        |
| 23-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | .00            | .00        | .00        |
| 23-00-4130     | COUNTY BOND PROCEEDS           | .00            | .00            | .00        | .00        |
| 23-00-4162     | INTEREST-NE CLASS              | .00            | .00            | .00        | .00        |
| 23-00-4165     | INT EARNED ON CO. BOND         | .00            | .00            | .00        | .00        |
| 23-00-4166     | INT EARNED ON CO. DEBT FUND    | .00            | .00            | .00        | .00        |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|------------------------------|----------------|----------------|------------|------------|
| 23-00-4167     | INTEREST FSB                 | 30.48          | 138.03         | .00        | 138.03-    |
| 23-00-4168     | DIVIDENDS-NPAIT              | 1,150.04       | 3,900.74       | .00        | 3,900.74-  |
| 23-00-4170     | INT EARNED ON BOND NOTE      | .00            | .00            | .00        | .00        |
| 23-00-4415     | AG LAND TAX CREDIT           | .00            | .00            | .00        | .00        |
| 23-00-5102     | OPERATION SUPPLIES           | .00            | .00            | .00        | .00        |
| 23-00-5141     | SERVICE FEES                 | 600.00         | 800.00         | 2,000.00   | 1,200.00   |
| 23-00-5175     | CAPITAL IMPROVEMENTS         | .00            | .00            | .00        | .00        |
| 23-00-5316     | 2007 IMPROVEMENTS            | .00            | .00            | .00        | .00        |
| 23-00-5325     | PRINCIPAL-2016 GO REFG BONDS | .00            | .00            | .00        | .00        |
| 23-00-5326     | INTEREST-2016 REFG BONDS     | .00            | .00            | .00        | .00        |
| 23-00-5337     | 2016 GOVP BOND PRINCIPAL     | .00            | .00            | 35,000.00  | 35,000.00  |
| 23-00-5338     | 2016 GOVP INTEREST           | .00            | .00            | 665.00     | 665.00     |
| 23-00-5339     | 2020 HAFP BOND PRINCIPAL     | 70,000.00      | 70,000.00      | 70,000.00  | .00        |
| 23-00-5340     | 2020 HAFP BOND INTEREST      | 1,147.50       | 1,147.50       | 2,050.00   | 902.50     |
| 23-00-5345     | CAPITAL OUTLAY-LAWSON PARK   | .00            | .00            | .00        | .00        |
| 23-00-5347     | 23-00-5348 PRINCIPAL         | .00            | .00            | 140,000.00 | 140,000.00 |
| 23-00-5348     | 2019 GOVP INTEREST           | .00            | 17,807.50      | 35,615.00  | 17,807.50  |
| 23-00-5349     | 2020 GOVP PRINCIPAL          | .00            | .00            | 155,000.00 | 155,000.00 |
| 23-00-5350     | 2020 GOVP BOND INTEREST      | 11,471.25      | 11,471.25      | 22,943.00  | 11,471.75  |
| 23-00-5353     | NEW BOND - REFINANCING       | .00            | .00            | .00        | .00        |
| 23-00-5380     | 2021 GO SWR PRINCIPAL        | .00            | .00            | 225,000.00 | 225,000.00 |
| 23-00-5381     | 2021 GO SWR INTEREST         | 4,958.75       | 4,958.75       | 9,918.00   | 4,959.25   |
| 23-00-5400     | 2016 HWY ALLOC PRINCIPAL     | .00            | .00            | .00        | .00        |
| 23-00-5440     | 2016 HWY ALLOC INTEREST      | .00            | .00            | .00        | .00        |
| 23-00-5450     | 2016 BAN                     | .00            | .00            | .00        | .00        |
| 23-00-5455     | INTEREST - 2016 BAN          | .00            | .00            | .00        | .00        |
| 23-00-5460     | 2016B BAN INTEREST           | .00            | .00            | .00        | .00        |
| 23-00-5470     | PRIN 2016 BAN                | .00            | .00            | .00        | .00        |
| 23-00-5480     | 2016 VARIOUS PURPOSE         | .00            | .00            | .00        | .00        |
| 23-00-5490     | INTEREST - 2018 BAN          | .00            | .00            | .00        | .00        |
| 23-90-4010     | TRANSFER FROM GENERAL        | .00            | .00            | .00        | .00        |
| 23-90-4012     | TRANSFER FROM STREET         | .00            | .00            | .00        | .00        |
| 23-90-4013     | TRANSFER FROM POOL           | .00            | .00            | .00        | .00        |
| 23-90-4014     | TRANSFER FROM PARK           | .00            | .00            | .00        | .00        |
| 23-90-4016     | TRANSFER FROM FIRE/RESCUE    | .00            | .00            | .00        | .00        |
| 23-90-4020     | TRANSFER FROM WATER          | .00            | .00            | .00        | .00        |
| 23-90-4021     | TRANSFER FROM SEWER          | .00            | .00            | .00        | .00        |
| 23-90-4023     | TRANSFER FROM CO. BOND       | .00            | .00            | .00        | .00        |
| 23-90-4028     | TRANSFER FROM CEMETARY       | .00            | .00            | .00        | .00        |
| 23-90-4029     | TRANSFER FROM LOTTERY        | .00            | .00            | .00        | .00        |
| 23-90-4033     | TRANSFER FROM TIF G          | .00            | .00            | .00        | .00        |
| 23-90-4035     | TRANSFER FROM TIF ADMIN W/H  | .00            | .00            | .00        | .00        |
| 23-90-5012     | TRANSFER TO STREET           | .00            | .00            | .00        | .00        |
| 23-90-5013     | TRANSFER TO POOL             | .00            | .00            | .00        | .00        |
| 23-90-5014     | TRANSFER TO PARK             | .00            | .00            | .00        | .00        |
| 23-90-5016     | TRANSFER TO FIRE/RESCUE      | .00            | .00            | .00        | .00        |
| 23-90-5020     | TRANSFER TO WATER            | .00            | .00            | .00        | .00        |
| 23-90-5021     | TRANSFER TO SEWER            | .00            | .00            | .00        | .00        |
| 23-90-5028     | TRANSFER TO CEMETERY         | .00            | .00            | .00        | .00        |
| 23-90-5029     | TRANSFER TO LOTTERY          | .00            | .00            | .00        | .00        |
| 23-90-5035     | TRANSFER TO TIF ADMIN FUNDS  | .00            | .00            | .00        | .00        |

**PCT OF FISCAL YTD 25.0%**

| ACCOUNT NUMBER | ACCOUNT TITLE               | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|-----------------------------|----------------|----------------|------------|------------|
| 24-00-4180     | INTEREST INCOME             | 13.10          | 36.53          | .00        | 36.53-     |
| 24-00-4310     | TIF REVENUES                | .00            | .00            | 250,000.00 | 250,000.00 |
| 24-00-5102     | OPERATION SUPPLIES          | .00            | .00            | .00        | .00        |
| 24-00-5150     | REAL ESTATE TAX REFUND      | .00            | .00            | .00        | .00        |
| 24-00-5214     | TIF COUNTY REIMBURSEMENT    | .00            | .00            | .00        | .00        |
| 24-00-5215     | TIF NOTE PAYMENTS           | 96,601.67      | 96,601.67      | 250,000.00 | 153,398.33 |
| 24-90-5025     | TRANSFER TO TIF B           | .00            | .00            | .00        | .00        |
| 24-90-5033     | TRANSFER TO TIF G           | .00            | .00            | .00        | .00        |
| 24-90-5035     | TRANSFER TO ADMIN W/H       | .00            | .00            | .00        | .00        |
| 25-00-4180     | INTEREST INCOME             | .01            | .03            | .00        | .03-       |
| 25-00-4310     | TIF REVENUES                | .00            | .00            | 58,000.00  | 58,000.00  |
| 25-00-5150     | REAL ESTATE TAX REFUND      | .00            | .00            | .00        | .00        |
| 25-00-5214     | TIF COUNTY REIMBURSEMENT    | .00            | .00            | .00        | .00        |
| 25-00-5215     | TIF NOTE PAYMENTS           | 34.50          | 34.50          | 58,000.00  | 57,965.50  |
| 25-90-4024     | TRANSFER FROM TIF A         | .00            | .00            | .00        | .00        |
| 25-90-5035     | TRANSFER TO ADMIN W/H       | .00            | .00            | .00        | .00        |
| 26-00-4180     | INTEREST INCOME             | .00            | .00            | .00        | .00        |
| 26-00-4310     | TIF REVENUE                 | .00            | .00            | .00        | .00        |
| 26-00-5102     | OPERATION SUPPLIES          | .00            | .00            | .00        | .00        |
| 26-00-5215     | TIF NOTE PAYMENT            | .00            | .00            | .00        | .00        |
| 26-90-4035     | TRANS FROM TIF ADMIN        | .00            | .00            | .00        | .00        |
| 26-90-5035     | TRANSFER TO TIF ADMIN FUNDS | .00            | .00            | .00        | .00        |
| 27-00-4180     | INTEREST INCOME             | .00            | .00            | .00        | .00        |
| 27-00-4310     | TIF REVENUE                 | .00            | .00            | .00        | .00        |
| 27-00-5102     | OPERATION SUPPLIES          | .00            | .00            | .00        | .00        |
| 27-00-5215     | TIF NOTE PAYMENTS           | .00            | .00            | .00        | .00        |
| 27-90-4035     | TRANS FROM TIF ADMIN        | .00            | .00            | .00        | .00        |
| 27-90-5035     | TRANSFER TO TIF ADMIN       | .00            | .00            | .00        | .00        |
| 28-00-4090     | OTHER LOCAL REV RECEIPTS    | .00            | .00            | .00        | .00        |
| 28-00-4105     | GRANTS                      | .00            | .00            | .00        | .00        |
| 28-00-4110     | INSURANCE ADJUSTMENTS       | .00            | .00            | .00        | .00        |
| 28-00-4155     | GIFTS OR DONATIONS          | .00            | .00            | .00        | .00        |
| 28-00-4161     | INTEREST-MMA                | 95.98          | 271.48         | .00        | 271.48-    |
| 28-00-4162     | INTEREST-NE CLASS           | .00            | .00            | .00        | .00        |
| 28-00-4164     | INTEREST-CD'S FSB           | .00            | 645.31         | 500.00     | 145.31-    |
| 28-00-4167     | INTEREST FSB                | .00            | .00            | .00        | .00        |
| 28-00-4168     | INTEREST-NPAIT              | 83.33          | 255.79         | .00        | 255.79-    |
| 28-00-4180     | INTEREST/CEMETERY FUNDS     | 11.31          | 31.48          | .00        | 31.48-     |
| 28-00-4185     | CEMETERY RECEIPTS           | 4,800.00       | 8,050.00       | 5,000.00   | 3,050.00-  |
| 28-00-5000     | REGULAR SALARIES            | 1,031.35       | 3,666.77       | 50,000.00  | 46,333.23  |
| 28-00-5002     | OVERTIME SALARY             | .00            | .00            | .00        | .00        |
| 28-00-5006     | SUB AND TEMP SALARIES       | .00            | .00            | .00        | .00        |
| 28-00-5009     | SOCIAL SECURITY             | 77.23          | 275.38         | 3,500.00   | 3,224.62   |
| 28-00-5015     | HEALTH INSURANCE            | 29.89          | 1,900.90       | 11,000.00  | 9,099.10   |
| 28-00-5030     | RETIREMENT                  | 56.73          | 196.61         | 2,500.00   | 2,303.39   |
| 28-00-5050     | LEGAL SERVICES              | .00            | .00            | .00        | .00        |
| 28-00-5070     | ELECTRICTY                  | 39.67          | 119.90         | 500.00     | 380.10     |
| 28-00-5073     | GAS AND OIL                 | .00            | .00            | 1,000.00   | 1,000.00   |
| 28-00-5080     | RENTALS & LEASES            | .00            | .00            | 500.00     | 500.00     |
| 28-00-5100     | SUPPLIES                    | .00            | .00            | 2,000.00   | 2,000.00   |
| 28-00-5102     | OPERATION SUPPLIES          | .00            | .00            | .00        | .00        |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|--------------------------------|----------------|----------------|------------|------------|
| 28-00-5110     | FURNITURE AND EQUIPMENT        | .00            | .00            | .00        | .00        |
| 28-00-5135     | PROPERTY INSURANCE             | .00            | 930.50         | 1,000.00   | 69.50      |
| 28-00-5141     | SERVICE FEES                   | .00            | .00            | .00        | .00        |
| 28-00-5145     | REPAIR AND MAINTENANCE         | 80.00          | 129.21         | 3,000.00   | 2,870.79   |
| 28-00-5146     | EQUIPMENT MAINTENANCE          | .00            | .00            | 500.00     | 500.00     |
| 28-00-5150     | OTHER MISC OBJECTS             | .00            | .00            | .00        | .00        |
| 28-00-5175     | CAPITAL IMPROVEMENT-REAL PRPTY | .00            | .00            | .00        | .00        |
| 28-90-4010     | TRANSFER FROM GENERAL          | .00            | 41,000.00      | 41,000.00  | .00        |
| 28-90-4011     | TRANSFER FROM SALES TAX        | .00            | .00            | .00        | .00        |
| 28-90-4012     | TRANSFER FROM STREET           | .00            | .00            | .00        | .00        |
| 28-90-4013     | TRANSFER FROM POOL             | .00            | .00            | .00        | .00        |
| 28-90-4014     | TRANSFER FROM PARK             | .00            | .00            | .00        | .00        |
| 28-90-4016     | TRANSFER FROM FIRE/RESCUE      | .00            | .00            | .00        | .00        |
| 28-90-4020     | TRANSFER FROM WATER            | .00            | .00            | .00        | .00        |
| 28-90-4021     | TRANSFER FROM SEWER            | .00            | .00            | .00        | .00        |
| 28-90-4023     | TRANSFER FROM DEBT SERVIC      | .00            | .00            | .00        | .00        |
| 28-90-4028     | TRANSFER IN - CEMETERY         | .00            | .00            | .00        | .00        |
| 28-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00        | .00        |
| 28-90-5012     | TRANSFER TO STREET             | .00            | .00            | .00        | .00        |
| 28-90-5013     | TRANSFER TO POOL               | .00            | .00            | .00        | .00        |
| 28-90-5014     | TRANSFER TO PARK               | .00            | .00            | .00        | .00        |
| 28-90-5016     | TRANSFER TO FIRE/RESCUE        | .00            | .00            | .00        | .00        |
| 28-90-5020     | TRANSFER TO WATER              | .00            | .00            | .00        | .00        |
| 28-90-5021     | TRANSFER TO SEWER              | .00            | .00            | .00        | .00        |
| 28-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00        | .00        |
| 28-90-5028     | TRANSFER OUT - CEMETERY        | .00            | .00            | .00        | .00        |
| 28-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00        | .00        |
| 29-00-4090     | OTHER LOCAL REV RECEIPTS       | 2,687.50       | 2,687.50       | .00        | 2,687.50-  |
| 29-00-4130     | Bond Proceeds                  | .00            | .00            | .00        | .00        |
| 29-00-4161     | INTEREST                       | 100.93         | 285.47         | .00        | 285.47-    |
| 29-00-4162     | INTEREST-NE CLASS              | .00            | .00            | 3,000.00   | 3,000.00   |
| 29-00-4165     | INTEREST CD PINNACLE           | .00            | .00            | .00        | .00        |
| 29-00-4166     | INTEREST                       | 143.38         | 280.43         | .00        | 280.43-    |
| 29-00-4167     | INTEREST FSB                   | 144.61         | 402.54         | 500.00     | 97.46      |
| 29-00-4168     | DIVIDENDS-NPAIT                | 1,279.96       | 3,928.72       | .00        | 3,928.72-  |
| 29-00-4193     | KENO OPERATING RECEIPTS        | 71,269.93      | 213,910.16     | 700,000.00 | 486,089.84 |
| 29-00-4195     | KENO - CITY COMMISSIONS        | 43,264.93      | 81,537.94      | 125,000.00 | 43,462.06  |
| 29-00-4200     | MISC INCOME                    | .00            | .00            | 5,000.00   | 5,000.00   |
| 29-00-5010     | Transfers to General           | .00            | .00            | .00        | .00        |
| 29-00-5040     | CO TREASURER & OTHER FEES      | .00            | .00            | .00        | .00        |
| 29-00-5050     | ATTORNEY FEES                  | .00            | .00            | .00        | .00        |
| 29-00-5060     | AUDIT FEES                     | .00            | 4,160.00       | 12,000.00  | 7,840.00   |
| 29-00-5102     | OPERATION SUPPLIES             | .00            | .00            | .00        | .00        |
| 29-00-5115     | LICENSE FEES                   | .00            | .00            | 100.00     | 100.00     |
| 29-00-5141     | SERVICE FEES                   | .00            | .00            | 1,000.00   | 1,000.00   |
| 29-00-5175     | CAPITAL OUTLAY                 | .00            | .00            | .00        | .00        |
| 29-00-5195     | STATE TAX                      | .00            | 11,596.00      | 55,000.00  | 43,404.00  |
| 29-00-5200     | KENO EXPENSES-OPERATING ACCT   | 75,058.30      | 194,448.78     | 850,000.00 | 655,551.22 |
| 29-00-5205     | PRIZE FUND                     | .00            | .00            | 75,000.00  | 75,000.00  |
| 29-00-5333     | 2020 COP PRINCIPAL PAYMNT      | .00            | .00            | 90,000.00  | 90,000.00  |
| 29-00-5334     | 2020 COP INTEREST PAYMNT       | .00            | .00            | 5,783.00   | 5,783.00   |

PCT OF FISCAL YTD 25.0%

| ACCOUNT NUMBER | ACCOUNT TITLE                 | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET     | DIFFERENCE |
|----------------|-------------------------------|----------------|----------------|------------|------------|
| 29-90-4012     | TRANSFER FROM STREET          | .00            | .00            | .00        | .00        |
| 29-90-4013     | TRANSFER FROM POOL            | .00            | .00            | .00        | .00        |
| 29-90-4014     | TRANSFER FROM PARK            | .00            | .00            | .00        | .00        |
| 29-90-4016     | TRANSFER FROM FIRE/RESCUE     | .00            | .00            | .00        | .00        |
| 29-90-4020     | TRANSFER FROM WATER           | .00            | .00            | .00        | .00        |
| 29-90-4021     | TRANSFER FROM SEWER           | .00            | .00            | .00        | .00        |
| 29-90-4023     | TRANSFER FROM DEBT SERVIC     | .00            | .00            | .00        | .00        |
| 29-90-4028     | TRANSFER FROM CEMETARY        | .00            | .00            | .00        | .00        |
| 29-90-4029     | TRANSFER FROM LOTTERY         | .00            | .00            | .00        | .00        |
| 29-90-4033     | TRANSFER FROM TIF G           | .00            | .00            | .00        | .00        |
| 29-90-5010     | TRANSFER TO GENERAL           | .00            | .00            | .00        | .00        |
| 29-90-5012     | TRANSFER TO STREET            | .00            | .00            | .00        | .00        |
| 29-90-5013     | TRANSFER TO POOL              | .00            | .00            | .00        | .00        |
| 29-90-5014     | TRANSFER TO PARK              | .00            | .00            | .00        | .00        |
| 29-90-5016     | TRANSFER TO FIRE/RESCUE       | .00            | .00            | .00        | .00        |
| 29-90-5020     | TRANSFER TO WATER             | .00            | .00            | .00        | .00        |
| 29-90-5021     | TRANSFER TO SEWER             | .00            | .00            | .00        | .00        |
| 29-90-5023     | TRANSFER TO DEBT SERVICE      | .00            | .00            | .00        | .00        |
| 29-90-5028     | TRANSFER TO CEMETERY          | .00            | .00            | .00        | .00        |
| 29-90-5029     | TRANSFER TO LOTTERY           | .00            | .00            | .00        | .00        |
| 29-90-5033     | TRANSFER TO TIF G             | .00            | .00            | .00        | .00        |
| 30-00-4130     | TIF NOTE PROCEEDS             | .00            | .00            | .00        | .00        |
| 30-00-4180     | INTEREST INCOME               | .00            | .00            | .00        | .00        |
| 30-00-4310     | TIF REVENUE                   | .00            | .00            | .00        | .00        |
| 30-00-5040     | COUNTY TREASURER & OTHER FEES | .00            | .00            | .00        | .00        |
| 30-00-5050     | LEGAL SERVICES                | .00            | .00            | .00        | .00        |
| 30-00-5100     | TIF NOTE DISBURSEMENTS        | .00            | .00            | .00        | .00        |
| 30-00-5102     | OPERATION SUPPLIES            | .00            | .00            | .00        | .00        |
| 30-00-5215     | TIF NOTE PAYMENTS             | .00            | .00            | .00        | .00        |
| 30-90-4035     | TRANSFER FROM TIF ADMIN       | .00            | .00            | .00        | .00        |
| 30-90-5010     | TRANSFER TO GENERAL FUND      | .00            | .00            | .00        | .00        |
| 30-90-5012     | TRANSFER TO STREET            | .00            | .00            | .00        | .00        |
| 30-90-5035     | TRANSFER TO TIF ADMIN         | .00            | .00            | .00        | .00        |
| 31-00-5215     | TIF NOTE PAYMENTS             | .00            | .00            | .00        | .00        |
| 31-90-5010     | TRANSFER TO GENERAL           | .00            | .00            | .00        | .00        |
| 32-00-4130     | TIF F NOTE PROCEEDS           | .00            | .00            | .00        | .00        |
| 32-00-4180     | INTEREST INCOME               | .00            | .00            | .00        | .00        |
| 32-00-4310     | TIF F REVENUE                 | .00            | .00            | .00        | .00        |
| 32-00-5012     | TRANSFER TO STREETS           | .00            | .00            | .00        | .00        |
| 32-00-5050     | LEGAL SERVICES                | .00            | .00            | .00        | .00        |
| 32-00-5100     | TIF F NOTE DISBURSEMENT       | .00            | .00            | .00        | .00        |
| 32-00-5102     | OPERATION SUPPLIES            | .00            | .00            | .00        | .00        |
| 32-00-5215     | TIF F NOTE PAYMENTS           | .00            | .00            | .00        | .00        |
| 32-90-5035     | TRANSFER TO TIF ADMIN         | .00            | .00            | .00        | .00        |
| 33-00-4130     | TIF G NOTE PROCEEDS           | .00            | .00            | .00        | .00        |
| 33-00-4162     | INTEREST-NE CLASS             | .00            | .00            | 15,000.00  | 15,000.00  |
| 33-00-4168     | DIVIDENDS-NPAIT               | 4,856.05       | 14,517.32      | .00        | 14,517.32- |
| 33-00-4180     | INTEREST INCOME- TIF G        | 2.12           | 27.05          | .00        | 27.05-     |
| 33-00-4310     | TIF G REVENUE                 | 2,007.70       | 5,632.98       | 295,000.00 | 289,367.02 |
| 33-00-5050     | LEGAL SERVICES-TIF G          | .00            | .00            | .00        | .00        |
| 33-00-5100     | TIF G NOTE DISBURSEMENT       | .00            | .00            | .00        | .00        |

**PCT OF FISCAL YTD 25.0%**

| ACCOUNT NUMBER | ACCOUNT TITLE                  | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET       | DIFFERENCE   |
|----------------|--------------------------------|----------------|----------------|--------------|--------------|
| 33-00-5102     | OPERATION SUPPLIES- TIF G      | .00            | .00            | .00          | .00          |
| 33-00-5141     | SERVICE FEES                   | .00            | .00            | .00          | .00          |
| 33-00-5175     | CAPITAL IMPROVEMENTS           | .00            | 1,420.00       | 1,476,078.00 | 1,474,658.00 |
| 33-00-5215     | TIF G NOTE PAYMENTS            | 5,500.00       | 5,500.00       | 11,000.00    | 5,500.00     |
| 33-00-5343     | PRINCIPAL-TIF G                | .00            | .00            | .00          | .00          |
| 33-00-5344     | INTEREST-TIF G                 | .00            | .00            | .00          | .00          |
| 33-90-4011     | TRANSFER FROM SALES TAX        | .00            | .00            | .00          | .00          |
| 33-90-4024     | TRANSFER FROM TIF H            | .00            | .00            | .00          | .00          |
| 33-90-4029     | TRANSFER FROM LOTTERY          | .00            | .00            | .00          | .00          |
| 33-90-5023     | TRANSFER OUT                   | .00            | .00            | .00          | .00          |
| 33-90-5029     | TRANSFER TO LOTTERY            | .00            | .00            | .00          | .00          |
| 34-00-4130     | TIF J NOTE PROCEEDS            | .00            | .00            | 12,000.00    | 12,000.00    |
| 34-00-4180     | INTEREST INCOME - TIF J        | .00            | .00            | .00          | .00          |
| 34-00-4310     | TIF J REVENUE                  | .00            | .00            | .00          | .00          |
| 34-00-5050     | LEGAL SERVICES - TIF J         | .00            | .00            | .00          | .00          |
| 34-00-5100     | TIF J - NOTE DISBURSEMENT      | .00            | .00            | .00          | .00          |
| 34-00-5102     | OPERATIONAL SUPPLIES - TIF J   | .00            | .00            | .00          | .00          |
| 34-00-5215     | TIF J NOTE PAYMENTS            | .00            | .00            | 12,000.00    | 12,000.00    |
| 34-00-5343     | PRINCIPAL - TIF J              | .00            | .00            | .00          | .00          |
| 34-00-5344     | INTEREST - TIF J               | .00            | .00            | .00          | .00          |
| 34-90-5023     | TRANSFER OUT                   | .00            | .00            | .00          | .00          |
| 35-00-4162     | INTEREST-NE CLASS              | .00            | .00            | 1,000.00     | 1,000.00     |
| 35-00-4168     | DIVIDENDS-NPAIT                | 284.82         | 1,003.56       | .00          | 1,003.56-    |
| 35-00-4180     | INTEREST INCOME ADMIN W/H      | 2.05           | 5.12           | .00          | 5.12-        |
| 35-00-4310     | ADMIN W/H REVENUE              | .00            | .00            | .00          | .00          |
| 35-00-4400     | TRANSFERS IN                   | .00            | .00            | .00          | .00          |
| 35-00-5050     | LEGAL SERVICES-ADMIN W/H FUNDS | 1,014.50       | 5,508.25       | 5,000.00     | 508.25-      |
| 35-00-5060     | OTHER PROF & TECH SERVICE      | .00            | .00            | .00          | .00          |
| 35-00-5141     | SERVICE FEES                   | .00            | 21.25          | .00          | 21.25-       |
| 35-00-5175     | CAPITAL IMPROVEMENTS           | .00            | 25,250.00      | 124,367.00   | 99,117.00    |
| 35-14-4168     | INTEREST-NPAIT                 | .00            | .00            | .00          | .00          |
| 35-90-4023     | TRANSFER FR TIF C MBA POULTRY  | .00            | .00            | .00          | .00          |
| 35-90-4026     | TRANSFER FR TIF C MBA POULTRY  | .00            | .00            | .00          | .00          |
| 35-90-4027     | TRANSFER FROM TIF D            | .00            | .00            | .00          | .00          |
| 35-90-4030     | TRANSFER FROM TIF E            | .00            | .00            | .00          | .00          |
| 35-90-4032     | TRANSFR FROM TIF F             | .00            | .00            | .00          | .00          |
| 35-90-5023     | TRANSFER TO DEBT SERVICE       | .00            | .00            | .00          | .00          |
| 35-90-5026     | TRANS TO TIF C MBA POULTRY     | .00            | .00            | .00          | .00          |
| 35-90-5027     | TRANSFER TO TIF D MBA POULTRY  | .00            | .00            | .00          | .00          |
| 35-90-5030     | TRANSFER TO TIF E WATTS ELEC   | .00            | .00            | .00          | .00          |
| 36-00-4180     | INTEREST EARNED                | .84            | 2.48           | .00          | 2.48-        |
| 36-00-4310     | TIF REVENUE                    | 11,590.52      | 11,590.52      | 42,000.00    | 30,409.48    |
| 36-00-5215     | TIF K Note Payments            | 21,722.45      | 21,722.45      | 42,000.00    | 20,277.55    |
| 37-00-4090     | OTHER LOCAL REV RECEIPTS       | .00            | .00            | .00          | .00          |
| 37-00-4130     | BOND PROCEEDS                  | .00            | .00            | .00          | .00          |
| 37-00-4180     | INTERST INCOME                 | .00            | .71            | .00          | .71-         |
| 37-00-4310     | TIF REVENUES                   | .00            | 896.53         | 21,000.00    | 20,103.47    |
| 37-00-5100     | NOTE DISBURSEMENTS             | .00            | .00            | 21,000.00    | 21,000.00    |
| 37-00-5102     | OPERATION SUPPLIES             | .00            | .00            | .00          | .00          |
| 37-00-5215     | TIF NOTE PAYABLE               | .00            | 10,279.61      | .00          | 10,279.61-   |
| 37-00-5343     | PRINCIPAL                      | .00            | .00            | .00          | .00          |

**REVENUE & EXPENSE REPORT**  
**CALENDAR 12/2025, FISCAL 3/2026**

**PCT OF FISCAL YTD 25.0%**

| ACCOUNT NUMBER | ACCOUNT TITLE             | MTD<br>BALANCE | YTD<br>BALANCE | BUDGET        | DIFFERENCE    |
|----------------|---------------------------|----------------|----------------|---------------|---------------|
| 37-00-5344     | INTEREST                  | .00            | .00            | .00           | .00           |
| 38-00-4090     | OTHER LOCAL REV RECEIPTS  | .00            | .00            | .00           | .00           |
| 38-00-4155     | GIFT OR DONATIONS         | .00            | 100.00         | .00           | 100.00-       |
| 38-00-4166     | INTEREST                  | 3.00           | 6.90           | .00           | 6.90-         |
| 38-00-4195     | LOTTERY RECEIPTS          | 7,006.26       | 7,706.26       | 6,000.00      | 1,706.26-     |
| 38-00-5115     | LICENSE FEE               | .00            | .00            | .00           | .00           |
| 38-00-5141     | SERVICE FEES              | .00            | .00            | .00           | .00           |
| 38-00-5149     | REFUNDS                   | .00            | .00            | .00           | .00           |
| 38-00-5195     | STATE TAX                 | .00            | .00            | .00           | .00           |
| 38-00-5240     | RAFFLE PRIZES             | .00            | .00            | 3,000.00      | 3,000.00      |
| 38-90-5017     | TRANSFER TO FIRE DONATION | .00            | .00            | .00           | .00           |
| 47-00-4090     | OTHER LOCAL REV RECEIPTS  | 15,930.56      | 15,930.56      | .00           | 15,930.56-    |
| 47-00-4130     | LOAN PROCEEDS             | .00            | 109,186.00     | .00           | 109,186.00-   |
| 47-00-4180     | INTEREST INCOME           | 18.63          | 20.42          | .00           | 20.42-        |
| 47-00-4310     | TIF REVENUES              | .00            | .00            | 200,000.00    | 200,000.00    |
| 47-00-5050     | LEGAL SERVICES            | .00            | .00            | .00           | .00           |
| 47-00-5100     | TIF NOTE DISPURSEMENT     | .00            | .00            | .00           | .00           |
| 47-00-5175     | CAPITAL IMPROVEMENTS      | 109,186.12     | 109,186.12     | .00           | 109,186.12-   |
| 47-00-5215     | TIF NOTE PAYABLE          | .00            | .00            | 200,000.00    | 200,000.00    |
|                |                           | =====          | =====          | =====         | =====         |
|                | DIFFERENCE                | 2,150,701.53-  | 1,859,153.82-  | 8,488,258.00- | 6,629,104.18- |
|                |                           | =====          | =====          | =====         | =====         |
|                |                           | =====          | =====          | =====         | =====         |
|                | PROOF                     | 2,150,701.53-  | 1,859,153.82-  | 8,488,258.00- | 6,629,104.18- |
|                |                           | =====          | =====          | =====         | =====         |

**TREASURER'S REPORT**  
**CALENDAR 12/2025, FISCAL 3/2026**

| ACCT         | TITLE                  | LAST REPORT<br>ON HAND | DISBURSED    | RECEIVED   | CHANGE IN<br>LIABILITY | BALANCE       |
|--------------|------------------------|------------------------|--------------|------------|------------------------|---------------|
| 10           | GENERAL                | 552,370.36             | 101,473.49   | 22,872.39  | 1,878.11-              | 471,891.15    |
| 11           | CITY SALES TAX         | 4,956,351.75           | 1,184,356.59 | 47,755.74  | .00                    | 3,819,750.90  |
| 12           | STREET                 | 1,129,934.24           | 84,064.98    | 53,211.61  | 3,936.12-              | 1,095,144.75  |
| 13           | POOL                   | 785,013.03             | 312,185.91   | 16,284.22  | 903.83-                | 488,207.51    |
| 14           | PARK                   | 504,297.93             | 30,851.87    | 14,871.47  | 3,988.10-              | 484,329.43    |
| 15           | ARPA                   | 45,158.08              | .00          | 146.32     | .00                    | 45,304.40     |
| 16           | FIRE DEPARTMENT        | 130,633.68             | 30,080.74    | 14,915.88  | .00                    | 115,468.82    |
| 17           | FIRE DONATION          | 62,090.51              | 3,842.03     | 9,950.07   | .00                    | 68,198.55     |
| 18           | FIRE EQUIPMENT         | 424,347.84             | 6,044.71     | 13,829.05  | .00                    | 432,132.18    |
| 19           | BUILDING & ZONING      | 425,964.36             | 13,577.47    | 18,572.88  | 1,905.39-              | 429,054.38    |
| 20           | WATER                  | 1,826,670.64           | 240,372.79   | 77,832.17  | 3,436.68-              | 1,660,693.34  |
| 21           | SEWER                  | 5,964,079.56           | 373,087.65   | 168,942.83 | 4,309.59-              | 5,755,625.15  |
| 22           | CDBG FUND              | .00                    | .00          | .00        | .00                    | .00           |
| 23           | DEBT SERVICE           | 434,599.10             | 88,177.50    | 3,064.46   | .00                    | 349,486.06    |
| 24           | TIF H: TSC DISTR CENTE | 96,612.79              | 96,601.67    | 13.10      | .00                    | 24.22         |
| 25           | TIF I: TSC RETAIL STOR | 34.51                  | 34.50        | .01        | .00                    | .02           |
| 26           | TIF C: MBA POULTRY A   | .00                    | .00          | .00        | .00                    | .00           |
| 27           | TIF D: MBA POULTRY B   | .00                    | .00          | .00        | .00                    | .00           |
| 28           | CEMETERY               | 145,728.30             | 1,314.87     | 4,990.62   | 514.53-                | 148,889.52    |
| 29           | LOTTERY                | 602,685.49             | 75,058.30    | 118,891.24 | .00                    | 646,518.43    |
| 30           | TIF E: WATTS ELECTRIC  | .00                    | .00          | .00        | .00                    | .00           |
| 31           | PAYROLL                | .00                    | .00          | .00        | .00                    | .00           |
| 32           | TIF F: KAMTERTER       | .00                    | .00          | .00        | .00                    | .00           |
| 33           | TIF G; BUCKET B AREA   | 1,537,095.75           | 5,500.00     | 6,865.87   | .00                    | 1,538,461.62  |
| 34           | TIF J: VACEK ENTERPRIS | .28                    | .00          | .00        | .00                    | .28           |
| 35           | TIF ADMIN W/H FUNDS    | 100,022.05             | 1,014.50     | 286.87     | .00                    | 99,294.42     |
| 36           | TIF K: WOODSTOCK LLC   | 10,132.71              | 21,722.45    | 11,591.36  | .00                    | 1.62          |
| 37           | TIF L NW ELECTRIC      | .71                    | .00          | .00        | .00                    | .71           |
| 38           | FIRE/RESCUE LOTTERY/RA | 12,445.68              | .00          | 7,009.26   | .00                    | 19,454.94     |
| 47           | TIF NOTE M WEST AREA W | 109,187.79             | 109,186.12   | 15,949.19  | .00                    | 15,950.86     |
| Report Total |                        | 19,855,457.14          | 2,778,548.14 | 627,846.61 | 20,872.35-             | 17,683,883.26 |

| ACCOUNT NUMBER | ACCOUNT TITLE                  | PTD<br>BAL.   | YTD<br>BAL.  |
|----------------|--------------------------------|---------------|--------------|
| 10-00-1000     | CASH IN BANK - GENERAL         | 18,213.92     | 11,921.83    |
| 10-00-1007     | CASH IN BANK - MMA             | 98,669.97-    | 411,500.27   |
| 10-00-1010     | CASH AT COUNTY TREASURER       | .00           | 19,825.78    |
| 10-00-1047     | CASH IN BANK-POINT C           | 23.16-        | 28,643.27    |
| 11-00-1000     | CASH IN BANK - CITY SALES TAX  | 19,554.19     | 108,636.62   |
| 11-00-1007     | CASH IN BANK - MMA             | 1,181,452.96- | 898,359.83   |
| 11-00-1035     | CD #19806 SALES TAX            | 19,719.44     | 1,979,928.62 |
| 11-00-1036     | CD# 19937 SALES TAX            | 5,578.48      | 832,825.83   |
| 12-00-1000     | CASH IN BANK - STREET          | 11,857.90     | 1,265.97     |
| 12-00-1007     | CASH IN BANK - MMA             | 46,463.01-    | 1,094,314.79 |
| 12-00-1047     | CASH IN BANK-POINT C           | 184.38-       | 436.01-      |
| 13-00-1000     | CASH IN BANK - POOL            | 48,221.84-    | 21,972.36    |
| 13-00-1007     | CASH IN BANK - MMA             | 248,800.51-   | 371,113.23   |
| 13-00-1016     | CASH IN BANK-NE CLASS          | .00           | .00          |
| 13-00-1030     | CASH IN BANK-AQUATIC CENTER    | .00           | .00          |
| 13-00-1046     | NPAIT                          | 307.65        | 95,907.18    |
| 13-00-1047     | CASH IN BANK-POINT C           | 90.82-        | 785.26-      |
| 14-00-1000     | CASH IN BANK - PARK            | 1,074.73-     | 3,208.39-    |
| 14-00-1002     | PARK & REC FUND                | .00           | .00          |
| 14-00-1003     | PARK & REC SCHOLARSHIP ACCT    | .19           | 1,105.97     |
| 14-00-1007     | CASH IN BANK - MMA             | 19,405.44-    | 183,953.32   |
| 14-00-1016     | CASH IN BANK-NE CLASS          | .00           | .00          |
| 14-00-1046     | NPAIT                          | 986.72        | 307,607.79   |
| 14-00-1047     | CASH IN BANK-POINT C           | 475.24-       | 5,129.26-    |
| 15-00-1000     | CASH IN BANK - ARPA            | .00           | 35.00        |
| 15-00-1007     | CASH IN BANK - MMA             | 146.32        | 45,269.40    |
| 16-00-1000     | CASH IN BANK - FIRE DEPT.      | 15,569.16-    | 9,617.82-    |
| 16-00-1007     | CASH IN BANK - MMA             | 404.30        | 125,086.64   |
| 17-00-1000     | CASH IN BANK - BURN PERMIT CC  | 1,063.00      | 1,093.00     |
| 17-00-1007     | CASH IN BANK - MMA             | .00           | .00          |
| 17-00-1012     | CASH IN BANK-FIRE DONATION     | 4,875.26      | 14,165.82    |
| 17-00-1016     | CASH IN BANK - NE CLASS        | .00           | .00          |
| 17-00-1046     | NPAIT                          | 169.78        | 52,939.73    |
| 18-00-1000     | CASH IN BANK - FIRE EQUIP FUND | .00           | .00          |
| 18-00-1001     | CASH IN BANK-FIREEQUIP HORIZON | 6,518.43      | 39,448.15    |
| 18-00-1007     | CASH IN BANK - MMA             | 833.66        | 257,926.38   |
| 18-00-1016     | CASH IN BANK - NE CLASS        | .00           | .00          |
| 18-00-1030     | CD# 19609 FIRE EQUIP           | .00           | .00          |
| 18-00-1046     | NPAIT                          | 432.25        | 134,757.65   |
| 19-00-1000     | CASH IN BANK-BUILDING & ZONING | 1,791.47      | 22,127.22    |
| 19-00-1007     | CASH IN BANK - MMA             | 1,315.90      | 407,127.41   |
| 19-00-1047     | CASH IN BANK-POINT C           | 17.35-        | 200.25-      |
| 20-00-1000     | CASH IN BANK - WATER           | 76,103.73-    | 33,965.95    |
| 20-00-1007     | CASH IN BANK - MMA             | 89,737.15-    | 1,628,282.72 |
| 20-00-1047     | CASH IN BANK-POINT C           | 136.42-       | 1,555.33-    |
| 21-00-1000     | CASH IN BANK - SEWER           | 43,706.53-    | 95,968.04    |
| 21-00-1004     | 2010 BOND RESERVE              | .00           | .00          |
| 21-00-1007     | CASH IN BANK - MMA             | 180,254.31-   | 3,015,237.64 |
| 21-00-1009     | 2012 BOND RESERVE              | .00           | .00          |

| ACCOUNT NUMBER | ACCOUNT TITLE                  | PTD<br>BAL. | YTD<br>BAL.  |
|----------------|--------------------------------|-------------|--------------|
| 21-00-1030     | CD# 832 SEWER                  | .00         | 30,943.29    |
| 21-00-1031     | CD #7839 SEWER CD              | .00         | 393,109.41   |
| 21-00-1033     | CD #19643 SEWER HORIZON        | 2,560.44    | 545,653.79   |
| 21-00-1034     | CD #19805 SEWER HORIZON        | 5,634.12    | 565,693.89   |
| 21-00-1037     | CD #19938                      | 7,437.97    | 1,110,434.41 |
| 21-00-1047     | CASH IN BANK-POINT C           | 126.10-     | 1,415.32-    |
| 22-00-1000     | CASH IN BANK- CBDG FUNDS       | .00         | .00          |
| 23-00-1000     | CASH IN BANK - COUNTY BOND     | .00         | .00          |
| 23-00-1003     | CASH IN BANK-COUNTY BOND MM    | 54,736.92   | 42,426.85    |
| 23-00-1008     | COP TRUST RESERVE              | .00         | .00          |
| 23-00-1010     | CASH AT COUNTY TREASURER       | .00         | 4,744.06     |
| 23-00-1016     | CASH IN BANK - NE CLASS        | 18,000.00-  | 18,000.00-   |
| 23-00-1046     | NPAIT                          | 121,849.96- | 320,315.15   |
| 24-00-1000     | CASH IN BANK - TIF H           | .00         | .00          |
| 24-00-1017     | CASH IN BANK-NOTE H TSC DISTR  | 96,588.57-  | 24.22        |
| 25-00-1000     | CASH IN BANK- TIF I            | .00         | .00          |
| 25-00-1018     | CASH IN BANK-NOTE I TSC RETAIL | 34.49-      | .02          |
| 26-00-1000     | CASH IN BANK - TIF C           | .00         | .00          |
| 26-00-1010     | CASH AT COUNTY TREASURER       | .00         | .00          |
| 26-00-1019     | CASH IN BANK-NOTE C MBA POUL A | .00         | .00          |
| 27-00-1000     | CASH IN BANK - TIF D           | .00         | .00          |
| 27-00-1010     | CASH AT COUNTY TREASURER       | .00         | .00          |
| 27-00-1020     | CASH IN BANK-NOTE D MBA POUL B | .00         | .00          |
| 28-00-1000     | CASH IN BANK - CEMETERY        | 2,992.99    | 14,269.99    |
| 28-00-1007     | CASH IN BANK - MMA             | 95.98       | 29,695.71    |
| 28-00-1011     | CASH IN BANK-ROSEHILL MMA      | 11.31       | 6,329.80     |
| 28-00-1016     | CEMETERY PERPETUAL-NE CLASS    | .00         | .00          |
| 28-00-1031     | CD #3133 CEMETERY FSB          | .00         | 72,763.49    |
| 28-00-1046     | NPAIT                          | 83.33       | 25,974.85    |
| 28-00-1047     | CASH IN BANK-POINT C           | 22.39-      | 144.32-      |
| 29-00-1000     | CASH IN BANK - KENO            | .00         | .00          |
| 29-00-1005     | CASH IN BANK-LOTTERY PRIZE MMA | 144.61      | 80,927.35    |
| 29-00-1006     | CERTIFICATE OF DEPOSIT         | .00         | .00          |
| 29-00-1007     | CASH IN BANK - MMA             | 100.93      | 31,225.62    |
| 29-00-1013     | CASH IN BANK-KENO OPERAT ACCT  | 3,781.28-   | 35,230.29    |
| 29-00-1014     | CASH IN BANK-FIXED KENO ACCT   | 46,088.72   | 100,113.02   |
| 29-00-1016     | CASH IN BANK - NE CLASS        | .00         | .00          |
| 29-00-1030     | CD #0065 KENO PINNACLE         | .00         | .00          |
| 29-00-1046     | NPAIT                          | 1,279.96    | 399,022.15   |
| 30-00-1000     | CASH IN BANK - TIF E           | .00         | .00          |
| 30-00-1021     | CASH IN BANK-NOTE E WATTS ELEC | .00         | .00          |
| 31-00-1000     | CASH IN BANK - PAYROLL         | .00         | .00          |
| 32-00-1000     | CASH IN BANK - TIF F           | .00         | .00          |
| 32-00-1022     | CASH IN BANK-NOTE F KAMKERTER  | .00         | .00          |
| 33-00-1000     | CASH IN BANK - TIF G           | .00         | .00          |
| 33-00-1010     | CASH AT COUNTY TREASURER       | .00         | 3,407.50     |
| 33-00-1016     | CASH IN BANK - NE CLASS        | .00         | .00          |
| 33-00-1023     | CASH-TIF NOTE G DOWNTOWN AREA  | 3,490.18-   | 21,208.84    |
| 33-00-1046     | NPAIT-TIF G DOWNTOWN AREA WIDE | 4,856.05    | 1,513,845.28 |

**TRIAL BALANCE**  
**CALENDAR 12/2025, FISCAL 3/2026**

| ACCOUNT NUMBER | ACCOUNT TITLE                  | PTD<br>BAL.   | YTD<br>BAL.   |
|----------------|--------------------------------|---------------|---------------|
| 34-00-1000     | CASH IN BANK - TIF J           | .00           | .00           |
| 34-00-1010     | CASH AT COUNTY TREASURER-TIF J | .00           | .00           |
| 34-00-1024     | CASH IN BANK-NOTE J VASEK ENT  | .00           | .28           |
| 35-00-1000     | CASH ACCOUNT - ADMIN W/H       | .00           | .00           |
| 35-00-1016     | CASH IN BANK - NE CLASS        | .00           | .00           |
| 35-00-1025     | CASH IN BANK-ADMIN W/H FUNDS   | 1,012.45-     | 10,500.20     |
| 35-00-1046     | NPAIT                          | 284.82        | 88,794.22     |
| 36-00-1026     | CASH IN BANK-TIF K WOODSTOCK   | 10,131.09-    | 1.62          |
| 37-00-1028     | CASH IN BANK-NOTE L NW ELECTR  | .00           | .71           |
| 38-00-1045     | FIRE/RESCUE/LOTTERY/RAFFLE     | 7,009.26      | 19,454.94     |
| 47-00-1047     | INACTIVE                       | .00           | .00           |
| 47-00-1048     | PINNACLE BANK-TIF M AREA WIDE  | 93,236.93-    | 15,950.86     |
|                |                                | =====         | =====         |
|                | PROOF                          | 2,171,573.88- | 17,683,883.26 |
|                |                                | =====         | =====         |

**RESOLUTION NUMBER 26-01**

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

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

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

KENTEN JONAS

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
Abbey L. Pascoe  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye  
City Clerk/Human Resources Assistant

(SEAL)



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

Name: Kenten Jonas R

Date: 1/5/2026

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

Occupation: health & safety manager

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

Email: \_\_\_\_\_

**Previous Experience involving Fire and Rescue**

1) Department Name and Location: None

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

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

Responsibilities while Serving: \_\_\_\_\_

Reason (s) for leaving: \_\_\_\_\_

2) Department Name and Location: none

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

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

Responsibilities while Serving: \_\_\_\_\_

Reason (s) for leaving: \_\_\_\_\_

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

**Training**

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

1. SCC EMT Course / 12/12/2024 / Tyler Bonnicksen

2. NREMT / 2/11/2025 / E3892332

3. \_\_\_\_\_

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

Applicant Signature: [Signature]

Date: 1/5/2026

Fire Chief Signature: [Signature]

Date: 1/9/2026

Emergency Services Coordinator Signature: \_\_\_\_\_

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

\*\*\*\*\*Administrative Use\*\*\*\*\*

Background Check:

Passed

Failed

Drug Screen:

Passed

Failed

Clerk Signature: [Signature]

Date: 1/9/2026

**RESOLUTION NUMBER 26-02**

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. Waverly Fire/Rescue Helmets, Yellow (Qty 5)
- 2. Waverly Fire/Rescue Helmets, Red (Qty 2)

Such sale shall be conducted through an auction by sealed bids to the City Office on items 1 through 2. Terms of the sale shall be cash purchase or certified check within seven (7) days of the auction.

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

PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF JANUARY, 2026.

ATTEST:

\_\_\_\_\_  
Abbey L. Pascoe  
Mayor

\_\_\_\_\_  
Megan K. Frye  
City Clerk/Human Resources Assistant

(Seal)

## Res. No. 26-02

### Attachment A

1. Waverly Fire/Rescue Helmets, Yellow (Qty 5)
  - Decommissioned; for commemorative display purposes only.
2. Waverly Fire/Rescue Helmets, Red (Qty 2)
  - Decommissioned; for commemorative display purposes only.

Photo #1 (top view)



Photo #2 (bottom view)



# Bid Sheet – City of Waverly Sale of Surplus Municipal Property

Sealed bids will be received at the City Office located at 14130 Lancashire St, Waverly, NE 68462. **All bids must be submitted by 12:00 p.m. on Friday, January 30, 2026** and bids will be opened at that time. Notification to winning bidders will be no later than noon, Monday, February 2, 2026.

All items listed for sale may be viewed in-person by appointment only. Items are “as-is” and will have no warranty.

Purchased items must be paid for and removed by 2:00pm Friday, February 6, 2026.

Contact Robin Hoffman, Fire Chief at 402-786-3055 or by email at [firechief@citywaverly.com](mailto:firechief@citywaverly.com) with any questions.

| Bid Item  | Please Specify Bid Quantity | Bid Amount | Name | Phone Number | Email Address |
|---|-----------------------------|------------|------|--------------|---------------|
| <b>1. Waverly Fire/Rescue Helmets, Yellow (Qty 5)</b><br>(Decommissioned; for commemorative display purposes only.) |                             |            |      |              |               |
| <b>2. Waverly Fire/Rescue Helmets, Red (Qty 2)</b><br>(Decommissioned; for commemorative display purposes only.)    |                             |            |      |              |               |
|   |                             |            |      |              |               |
|   |                             |            |      |              |               |
|   |                             |            |      |              |               |
|   |                             |            |      |              |               |
|   |                             |            |      |              |               |
|   |                             |            |      |              |               |
|   |                             |            |      |              |               |

**\*\*The City of Waverly reserves the right to reject any and all bids.**



CHAN LAURENT

402-618-2534

11-21-25

To: Waverly Park and Rec.

Re: Tennis court resurfacing.

Renovation procedures.

1. Power wash 2 tennis courts and one basketball court.
2. Fill all cracks with court patch binder and sand smooth.
3. Remove existing net post and footing and install New Edwards net post and net in a concrete footing.
4. Install Armor Crack Repair System to approximately 1,500 lf of surface cracks. (Five year warranty on the Armor Crack repair system)
5. Install one coat of acrylic resurfacer.
6. Install two coats of Plexipave color coating.
7. Stripe new lines for tennis. Stripe new lines on basketball court.
8. A two year warranty on workmanship and material.

Total Investment: \$64,650.00

Accepted \_\_\_\_\_ Date \_\_\_\_\_

Payment schedule: 30% down with signed contract, with remainder due on completion.

Chanlaurent@yahoo.com  
1130 N. 58th Road - Nebraska City, NE 68410

# PRO

TRACK AND TENNIS

A NEBRASKA OWNED CORPORATION

# PROJECT PROPOSAL



Wayne Park Tennis Courts  
Waverly, NE

## PROPOSED SYSTEM

**BASE BID:** Install NOVA Sports Color Coating System to two (2) tennis courts courts. All areas needed will be patched and cracks filled. Includes removal of existing crack repair system. No guarantee all negative drainage will be eliminated

**Option #1:** Install Riteway Crack Repair System- 1,692 LF

**Option #2:** Tennis Net Post Systems: Two (2)

**Option #3:** Pickleball Game Lines: Two (2)

**Option #4:** Basketball Game Lines On Basketball Court.

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## PART 1: GENERAL

- Pro Track and Tennis, Inc. ("PTT") shall furnish all labor, materials, tools, and equipment necessary for the installation of the sport surfacing system.
- Game lines will be laid out in accordance with the United States Tennis Association (USTA) regulations.

### Governing Bodies

Codes and standards shall follow the current guidelines set forth by the United States Tennis Association (USTA) and the American Sports Builders Association (ASBA). The USTA governs the specifications and layout for tennis and pickleball lines. The ASBA, a professional organization dedicated



to promoting excellence in sports facility construction, provides industry-recognized construction standards for court building and resurfacing. All construction and surfacing shall adhere to these governing documents.

### **Submittals**

PTT shall provide the following upon request:

1. Manufacturer's product specification sheet
2. One surface color sample
3. MSDS for each product used
4. Certificate verifying ASBA membership in good standing

### **Concealed Conditions**

The Owner represents that the underlying court surface and related areas are suitable for resurfacing. If concealed or unknown conditions are encountered that differ materially from those normally expected, PTT will notify the Owner, and any additional work needed will be handled through mutual agreement and a change order.

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## **PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES**

### **2.01 Apparatus Removal**

- All athletic and site equipment must be removed or relocated out of the work zone. This includes but is not limited to nets, benches, bleachers, divider nets, and any other movable objects.

### **2.02 Groundskeeping**



- Vegetation must be treated—all edges of surface areas, including cracks, must be sprayed with an appropriate weed killer. Repeat as necessary to eliminate regrowth.
- Drainage issues should be resolved before work begins. This includes eliminating areas where water and dirt accumulate after rainfall.
- Caked dirt or debris must be removed thoroughly. Any areas with built-up grime may take days to dry properly before coating can begin.
- Sprinklers must be shut off at least four (4) days prior to arrival. Water should not spray on the court during the entire renovation process. Wind drift of irrigation should be accounted for.
- Grass surrounding the court must be mowed prior to PTT's arrival to reduce airborne debris during the coating process.
- Absolutely no fertilizer is to be used near the court prior to resurfacing. Fertilizer can cause staining, discoloration, and chemical damage to acrylic coatings. Even trace amounts can lead to permanent surface blemishes. The use of fertilizer in adjacent areas will void sections of warranty.
- A water source must be available within 100 feet of the work area.

### **2.03 Security**

- The Owner is solely responsible for securing the work area during the installation period.
- PTT strongly recommends notifying all staff and users of the facility—including gym classes, athletic teams, maintenance personnel, and the community—of the project timeline.



- Signage must be placed around the perimeter warning that the court is closed during renovation.
- All gates that are not required for contractor access should be locked.
- PTT shall not be held responsible for any damage caused by unauthorized entry or use of the court during the project. Trespassing during installation can permanently damage work in progress.

#### **2.04 Permitting and Licensing**

- Secure any necessary licenses, permits, approvals or other required authorizations for the design, construction and certification of the Project.

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### **PART 3: PRODUCTS**

#### **3.01 Color Coating Application**

- The acrylic color coating system shall be the NOVA Sports 100% acrylic coating system designed specifically for asphalt and concrete sport court applications.
- Silica sand shall be added to the coatings for the desired speed of play.
- Unless otherwise specified by the Owner, speed of play shall be "medium."

#### **3.02 System Components**



- **Vegetation Sterilant** – Roundup or equivalent to control vegetation in cracks and edges.
- **Crack Sealers** – NOVA Sports Crack Flex and acrylic patch binder, determined by lead technician based on crack type, surface temperature, and weather.
- **Patch Binder** – Acrylic patch binder for birdbaths, surface irregularities, and large thermo/structural cracks.
- **Primer** – NOVA concrete primer for any bare or newly poured concrete.
- **Acrylic Resurfacer** – NOVA acrylic resurfacer to level and unify surface before top coats.
- **Color Coating** – 100% acrylic NOVA color coating diluted with potable water and silica sand added.
- **Line Sharp** – Clear sealant applied to tape edges before line striping to prevent bleed-through.
- **Line Paint** – Textured 100% latex paint for all game lines.

### 3.03 Materials

- All materials provided by PTT will substantially conform to materials stated herein. Notwithstanding the foregoing, products and materials may be substituted for equivalent products, as determined by PTT in its sole discretion.

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## PART 4: SYSTEM INSTALLATION PROCESS

### 4.01 Quality Assurance



- The Owner must designate a single point of contact for all communication throughout the project.
- A pre-construction meeting will be held on-site between the Owner's representative and the PTT lead technician. The full scope of work will be reviewed, and a production sheet must be signed by the Owner to confirm the meeting.
- Daily progress reports will be provided by the lead technician.
- A post-construction walk-through will be completed before demobilization. A final production sheet will be signed to verify project acceptance and allow the Owner to evaluate PTT's performance.

#### 4.02 Vegetation and Cleaning

- Vegetation trimmed as necessary around court perimeter.
- Entire surface will be blown off using industrial high-pressure blowers.
- Areas needing further prep will be scrubbed with wire brushes.
- Power washing performed with 4000 psi rotary surface cleaner to clean and scarify for optimal mechanical bonding.

#### 4.03 Crack Sealing

- Cracks will be thoroughly cleaned with compressed air and water.
- Major cracks filled using a combination of sealers and patch binder.
- **Note:** Cracks are not guaranteed to remain closed. Only the Riteway Crack Repair System carries a warranty against crack reflection.

#### 4.04 Low Spot Repair



- Birdbaths and irregularities will be filled with patch binder mix.
- Patched areas will be sanded for uniformity.
- **Note:** Not all low spots can be eliminated. Negative drainage and planarity issues are not corrected by this system.

#### 4.05 Acrylic Resurfacer and Color Coating

- One coat of acrylic resurfacer with silica sand applied over the entire surface.
- Two coats of fortified acrylic color coating applied perpendicular to each other.
- Colors selected from available NOVA palette.
- Fortified mixture applied to high-traffic or water-prone areas.

#### 4.06 Line Striping and Final Prep

- Game lines will be laid out using USTA specifications.
- Line sharp applied before painting to ensure clean lines.
- Courts will be left “play ready.”
- All job-related debris removed. Excess materials taken off-site and recycled.



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## **PART 5: WARRANTY**

### **Limited Warranty Coverage**

Pro Track and Tennis, Inc. ("PTT") warrants its labor and materials for a period of two (2) years from the date of completion. The Riteway Crack Repair System includes a five (5) year warranty.

All work is warranted against peeling, chipping, and flaking under normal use. Paint used for striping is warranted for two (2) years from the application date.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects.

### **Warranty Exclusions**

This warranty excludes:

- Pre-existing substrate cracks, patches, or unevenness.
- Reopened or expanding cracks.
- Peeling or bubbling from debris, vegetation, dirt, or customer neglect.
- Issues caused by subsurface moisture or hydrostatic pressure.
- Delamination due to absence of a vapor barrier.
- Weather, drainage failures, structural movement, or soil conditions.

### **Hydrostatic Pressure & Moisture Disclaimer**



Hydrostatic pressure occurs when trapped subsurface moisture rises and disrupts coatings. It is a natural, site-specific condition documented by industry experts and is not a defect in workmanship or materials.

In most cases, symptoms resolve with time and warm temperatures. Premature removal or repair may not be effective. PTT takes reasonable precautions, but moisture behavior post-installation is beyond our control.

### **Warranty Period**

Coverage begins upon final completion and ends at the conclusion of the applicable term. No repairs extend the original warranty term.

### **Transferability of Warranty**

The warranty is transferable once during its term to a new owner upon written notice to PTT. No extensions or changes in terms apply upon transfer.

### **Events That Shall Void This Warranty**

Warranty becomes void if:

- Claims are not submitted during the warranty period.
- Customer denies PTT access to inspect within 10 business days.
- Unauthorized modifications are made without PTT's written approval.
- Customer fails to pay in full.
- Customer refuses to pursue or assign product manufacturer warranties.



## **Miscellaneous**

Unenforceable provisions will be severed or modified to remain enforceable.

No additional warranties apply beyond those stated. Implied warranties are limited to the warranty duration.

PTT is not liable for incidental or consequential damages. Total liability is limited to the amount billed.

---

## **ADDITIONAL TERMS**

### **Additional Payment Terms**

PTT will not begin work until the agreed-upon down payment is received. If payment is delayed during the course of work, PTT reserves the right to pause the project until payment is brought current. Customer will be responsible for any reasonable costs incurred due to shutdown and restart of the project.

### **Limitations of Liability**

PTT will not be responsible for any damage to areas outside the designated work zone or damages resulting from the acts of other contractors, vendors, or trades. PTT's maximum liability shall not exceed the amount billed for the work. PTT shall not be liable for indirect, incidental, or consequential damages.



## **Diligence and Unforeseen Events**

PTT will perform the work in a timely and professional manner. However, delays due to weather, labor or material shortages, acts of God, or other unforeseen circumstances beyond our control will not constitute a breach of contract.

## **Claims and Disputes**

Both parties agree to first attempt to resolve any disputes through good faith discussions. If unresolved, the dispute shall proceed to mediation. If mediation fails, either party may seek resolution through litigation in the jurisdiction where the property is located. Each party shall bear its own legal fees unless otherwise determined. This clause shall not limit either party's right to file lien claims as provided by law.

## **Liens**

In the event Customer fails to make payments in accordance with this Proposal, PTT or any subcontractor or material supplier may have the right to place a lien on the Property in accordance with applicable law, in which event Customer shall be responsible for all costs associated with the filing of the lien, including attorneys' fees. After receipt of the final payment, PTT shall deliver a lien waiver to Customer. The making of the final payment shall constitute a waiver of all claims by Customer against PTT, except for claims made under the warranty as set forth herein.

## **Photograph Release**

Customer grants PTT the right to take and use photographs of the work during and after completion for marketing and portfolio purposes. All photographs remain the property of PTT and may be used without additional permission.





Pro Track and Tennis, Inc. A NE Corporation  
800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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ref.0035c

## ACCEPTANCE OF PROPOSAL

Pro Track and Tennis, Inc. proposes to furnish all labor and materials in accordance with the specifications outlined for the total sum below:

*Please initial the appropriate boxes below to designate acceptance of the following options.*

|                          |  |                    |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | <b>BASE BID:</b><br><b>Color Coat Two (2) Courts</b><br>Thirty-one thousand, eight hundred dollars                                     | <b>\$31,800.00</b> |
| <input type="checkbox"/> | <b>OPTION #1: Add to Base Bid</b><br><b>Riteway Crack Repair System-1,692 LF</b><br>Thirty-three thousand, eight hundred forty dollars | <b>\$33,840.00</b> |
| <input type="checkbox"/> | <b>OPTION #2: Add to Base Bid</b><br><b>Install Two (2) Tennis Net Post Systems</b><br>Nine thousand dollars                           | <b>\$9,000.00</b>  |
| <input type="checkbox"/> | <b>OPTION #3: Add to Base Bid</b><br><b>Install Two (2) Pickleball Game Lines</b><br>One thousand dollars                              | <b>\$1,000.00</b>  |
| <input type="checkbox"/> | <b>OPTION #4: Add to Base Bid</b><br><b>Install Basketball Game Lines On Basketball Court</b><br>One thousand dollars                  | <b>\$1,000.00</b>  |

**Note:** Prices are subject to surcharge due to market conditions. This proposal is valid for 60 days from October 15, 2025.



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ref.0035c

**Payment Terms:**

- **40% down** due upon acceptance.
- **Balance** due upon completion and acceptance by the Owner.

By signing below, the Customer accepts this proposal and authorizes PTT to proceed with the work as outlined above.

|                                       |  |
|---------------------------------------|--|
| _____<br>Signature                    | _____<br>Signature                           |
| _____<br>Print<br>City of Waverly, NE | _____<br>Print<br>Pro Track and Tennis, Inc. |
| _____<br>Date                         | _____<br>Date                                |



## INTERLOCAL AGREEMENT FOR THE USE OF LAWSON PARK FIELD

This INTERLOCAL AGREEMENT is made on this 15<sup>th</sup> day of December 2025, by and between the SCHOOL DISTRICT #145("School District") and the CITY OF WAVERLY ("City"), collectively referred to in this Agreement as the "Parties."

### RECITALS

- A. Property. The City owns Lawson Park which includes public restrooms, fenced ball fields, dugouts, bleachers, bullpens, batting cages, scoreboards, garbage containers, field lighting, concession stand, and parking areas, collectively referred to as the "Park." The City makes this property available for use by the community, including the School District.
- B. Need. The School District has a determined that it has a need for fenced ball fields, public restrooms, dugouts, bleachers, bullpens, batting cages, scoreboards, garbage containers, field lighting, concession stand, and parking areas for baseball games and practices.
- C. Two-Party Agreement. The School District and the City have mutually determined that Lawson Park Field #1 can be used by the School District for both practices and games. Other areas may be utilized depending upon availability and fees will be applied accordingly. Under no circumstances can the facility be sub-leased at any time.
- D. Authorization. The Board of Education of the School District and the City Council of the City have authorized and directed their respective representative to enter into the Agreement.
- E. Agreement. The School District and the City therefore enter into this Agreement.

### GENERAL TERMS

1. Authority. This Agreement, authorized by Inter-local Cooperation Act, Neb. Rev. Stat 13-801 et seq. (Reissue 2012); which allows local governmental units to make the most efficient use of their powers by cooperation with other localities on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. This Agreement is binding upon and shall insure to the benefit of the successors and assigns of the Parties to this Agreement.
2. Duration. The Term of this Agreement will begin the Monday of Week 31 based on the Nebraska School Activities Association (NSAA) calendar and run through the end of the high school baseball season. The Agreement shall be reviewed annually between both parties for changes or edits.
3. Purpose. The Agreement is entered into by the City and the School District for the purpose of authorizing the use of common or shared resources to support, maintain, and continue the development of the Park in the City of Waverly.
4. The Responsibilities of the School District
  - 4.1 The School District shall be responsible for clearing debris (garbage) from the Park grounds and placing it in containers provided by the City resulting from the School District's use for baseball practices and games. The School District is not responsible for cleaning debris (garbage) left by other user groups or individuals.
  - 4.2 The School District shall be responsible for maintaining and caring for the Park. Maintenance of the Park shall consist of the following:

#### Daily Routine before Practice and Games

- Remove tarps from home plate and pitcher mound areas

- Drag the skinned areas smooth
- Water down the skinned infield (if needed)
- Repair pitching and batter box area with field clay
- Sweep and clean dugouts
- Set the chalk lines and mark officially
- Paint or wash bases, pitching plate and home plate
- Prepare the bullpens
- Prepare the press box and operation of the PA System and Scoreboard
- Check the operation of the electrical equipment in the concession stand
- Dispose of trash found in and around field and bleacher areas

#### Daily Routine after Practice and Games

- Rework the pitching mound and home plate area and cover areas with tarps
- Remove the bases and cover the base anchor sleeves
- Rake/blow field product out of grass back into the playing surface, along base paths, mound circle, home plate circle, and infield edge
- Repair the bullpen mound and home plate area
- Replace and tamp any loose divots in the turf areas
- Dispose of trash in and around field and bleacher areas and take trash to dumpsters
- Lock all facility gates and doors and turn off lights.

4.3 The School District shall submit baseball practice and game schedules for the Park to the Park and Recreation Director, or his/her designee, fifteen (15) days prior to the first practice. However, the schedule for practices and/or games may be changed on short notice as a result of inclement weather conditions, the needs of the School District, condition of playing surface(s), etc. The School District will attempt to keep changes to a minimum. Said schedules shall include the dates, start and estimated ending times for all practices and game. Further, the City Park and Recreation Director, or his/her designee, shall be notified of any schedule changes as soon as reasonably possible (i.e., rain cancellation, change in site location).

4.4 The School District may be allowed to apply field conditioner and/or top dressing to the playing surface prior to the season beginning and as needed during the season, if first discussed and approved by the City. The School District may use field clay/top dressing for the mound on an only as needed basis that will be jointly discussed between both parties to ensure that excessive amounts of field product is not being applied.

4.5 The School District shall provide adult supervision, including coaches and umpires as appropriate, during all school-sponsored baseball practices and games in the Park. City personnel, unless employed under a separate agreement or volunteering for the School District, will not be utilized for supervision of events.

4.6 At their discretion, the School District may charge admission and sell concessions at the School District's scheduled practices and games in the Park.

4.7 The School District shall inspect the Park prior to each use to insure they are safe for use. The School District will be responsible for repair of damage to the playing surfaces and facilities caused by spectators and/or participants at School District scheduled practices and/or games. Practices and games will not be held in a Park that is not safe.

4.8 The School District shall be responsible for post-game/practice clean up, including removal of equipment and depositing of trash in receptacles provided by the City.

4.9 The School District shall be responsible to report any hazardous conditions or damage requiring repair to the City Park and Recreation Director, or his/her designee, as soon as possible but no later than the beginning of the next business day or remedy such condition or damage prior to use.

5. The Responsibilities of the City

5.1 The City will closely monitor Field 1 during the winter/spring seasons to ensure the field is healthy and suitable for use. The City will notify the School District when Field 1 is in the proper condition to withstand practices and games without significant damage to the grassy areas. Costs to repair damages due to unauthorized use will be charged to the School District.

5.1 The City shall be responsible for inspection, maintenance and care, except as provided for in Section 4, including, inspection of the fields and other areas in the park, normal maintenance and repair, including mowing, edging, weed control, aerating, watering turf, fertilizing, and seeding of the Park and associated facilities, including the playing surfaces, fences and backstops, restrooms, parking surfaces, bleachers, scoreboard(s), etc. In response to the request from the City, the School District may, at its discretion, assist the City with personnel and/or equipment for the above listed maintenance items.

5.2 The City shall ensure that there are garbage receptacles in the park during all periods of use by the School District.

5.3 The City shall provide restrooms in the Park that are available and in usable condition during the School District's scheduled practices and games. The School District is required to monitor cleanliness and restock supplies while hosting tournaments and games.

5.4 The City will make every effort possible to schedule major improvements and repairs to the Park during the off-season to avoid closing the facilities during the School District's scheduled usage. If a field is damaged, the City will examine the field and determine whether or not the field is safe for use. If it is determined the field is unsafe for use, the City will estimate a date and time the field will once again be available and the City will begin and complete repairs agreed to by the City as soon as reasonably possible. The School District shall make the determination whether to cancel or delay games due to weather conditions.

5.5 The City reserves the right to close the Park for any period of time necessary to undertake emergency major repairs if needed. The City will work with the School District to avoid any delay or cancellation of practices or games to the extent possible. In the event it becomes necessary to close the Park, the City will provide as much advance notice as possible and project the date and time the Park will be available to the School District.

5.6 The City will handle changes to the School District's scheduled use to the best of its ability to avoid any conflicts.

6. Joint Responsibility

6.1 The School District and the City agree to work closely and cooperatively to resolve any maintenance, care, or safety issues concerning the Park and to make improvements and expansion to the facilities through grants, donations, etc.

6.2 The School District may provide either funds or materials such as half of the clay, or field conditioner.

6.3 The School District and City will conduct an inspection of the Park immediately concluding the High School Spring baseball season to jointly establish a pre-season work list to be completed prior to the start of the spring sport season. The School District shall be responsible for providing materials in accordance with the provisions of this agreement, or additional materials as jointly agreed upon during the establishment of the above work list.

6.4 The School District and City shall mutually agree to cost share on capital expenditures that cost over one thousand (\$1,000) dollars.

7. Hold Harmless

7.1 The City agrees to hold harmless, indemnify and defend at its expense the School District and its officers, agents and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses, or damages arising out of or in any way resulting from negligent acts or omissions of the City, its officers, employees, and /or agents, in the course of its performance under the Agreement.

7.2 The School District agrees to hold harmless, indemnify and defend at its own expense the City and its officers, agents, and employees, from and against any and all claims, judgments, action, suits, liability, loss, costs, expenses, or damages arising out of or in any way resulting from negligent acts or omissions of the School District, its officers, employees, and/or agents, in the course of its performance under this Agreement.

7.3 If any claim, judgment, action, suit, liability, loss, cost, expense, or damage arises out of or results from the joint negligent acts or omissions of both the City and the School District with respect to acts done pursuant to this Agreement, each party shall be responsible for its own share of any resulting liability.

7.4 Both the City and the School District shall carry liability insurance coverage. Each "Party" shall have the other "Party" listed as an additional insured on their insurance policy.

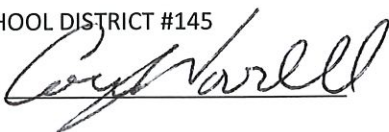
8. User Fee

The School District shall not be responsible for payment of a user fee for use of the Park for the 2026 baseball season. It is the desire of the City of Waverly to cooperate with the School District to utilize dirt from one of their properties for fill dirt on the site of the future Fire Station. The City of Waverly agrees to waive the \$4,000 field use fee for calendar year 2026 solely for the promise of future cooperation. If no dirt is used, the City will not ask for payment for the 2026 baseball season. Once a determination has been made for quantity of dirt, the City will negotiate with the School District for an exchange of dirt for the fees typically paid for use of Lawson Park Field 1. This will be in effect for baseball seasons 2027 and beyond. The School District and the City of Waverly further agree to meet annually, prior to December 31, to review, discuss, and update the user fee as necessary.

9. Representatives The School District Superintendent, or his/her designee, shall represent the School District and the City Administrator, or his/her designee, shall represent the City on all matters related to this Agreement (hereinafter referred to as the "Representatives").

SCHOOL DISTRICT #145

By:



DATE:

1/5/2026

CITY OF WAVERLY

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

DATE: \_\_\_\_\_



Hy-Electric  
4590 North 48th  
Lincoln NE 68504

service@hy-electric.com  
www.hy-electric.com  
Office: 402-466-6606

**QUOTE No. 4000**

Order No.  
Valid for 30 days

City of Waverly - Parks & Recreation  
PO Box 427  
14130 Lancashire  
Waverly, NE,68462

|                      |                      |
|----------------------|----------------------|
| <b>Site:</b>         | Wayne Park Ballfield |
| <b>Site Address:</b> | 10060 Holley Drive   |
| <b>Site Contact:</b> | Clayton Hufford      |
| <b>Site Number:</b>  |                      |
| <b>Estimator:</b>    | Paul Scheel          |
| <b>Date:</b>         | 01/08/2026           |

**Service Lincoln**

Replace existing panel for ballfield lights and get reconnected to LES service.  
The new panel will be weatherproof with a locking handle.  
\*Pricing will be good until the 22nd of January 2026.

|                  |            |
|------------------|------------|
| <b>Sub-Total</b> | \$5,250.00 |
|------------------|------------|

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|                  |            |
|------------------|------------|
| <b>Sub-Total</b> | \$5,250.00 |
|------------------|------------|

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Please contact us if you have any queries regarding this quote.

# ESTIMATE

Faughn Electric  
10321 N 142nd St  
Waverly, NE 68462-1407

faughn402@windstream.net  
+1 (402) 450-7770

## Bill to

City of Waverly ( Clerk )  
PO Box 427  
Waverly, NE 68462

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## Estimate details

P.O. Number: C/O Clayton Hufford

Estimate no.: 1185  
Estimate date: 12/01/2025  
Expiration date: 12/31/2025

| #  | Product or service  | Description  | Qty | Rate       | Amount     |
|----|---------------------|--|-----|------------|------------|
| 1. | <b>Description</b>  | Description of work performed : Replace old C.T. Cabinet containing a NEMA 1 ( Non Weather Rated 400Amp Main Lug Only { MLO } 277V/480V Panel ) Install a NEMA 3 Weather Rated Main Breaker 400 Amp 277/480V 30 Space panel with breakers as before. All Conductors controlling the ball field lights in old panel have some degree of damage, some shown to be damage due to excessive heating, and some heavily corroded with oxidation these wires need to be repaired before being placed on the new breakers. ( This is figured in on our bid ) This bid also includes wiring back the score board circuit. This Estimate/Bid includes labor all Material to get new panel and all branch circuits back in service. | 1   | \$9,050.00 | \$9,050.00 |
| 2. | <b>Special Note</b> | Special Note - Most likely this Bid will good for 90 Days but because of unknown Tariffs we will need to review every 30 days.<br>Thank you  | 1   | \$0.00     | \$0.00     |

---

**Total** **\$9,050.00**

Expiry date 12/31/2025

---

Accepted date

Accepted by



7121 Amanda Road  
Lincoln, NE 68507

Phone (402) 464 - 4333  
Fax (402) 464 - 4366

# Proposal

|                               |  |
|-------------------------------|--|
| <b>PROPOSAL SUBMITTED TO:</b> | <b>DESCRIPTION OF JOB:</b>   |
| City of Waverly               | Replace 400amp outdoor panel at Wayne Park<br>13901 Gildford St<br>Waverly, NE 68462 |
|                               | 1/6/2026   |

**We Hereby Submit** specifications and estimates to remove a 400amp 480v outdoor panel and replace with a new 400a 480v panel. All breakers are sized on the existing panel.

Note: We are not pulling any new wire just a panel replacement.

**We Hereby Propose** to furnish labor and materials complete in accordance with the above specifications for the estimated cost of **\$10,253.00.**

With payment to be made as follows: PROGRESSIVE PAYMENTS WITH PAYMENT FOR MATERIAL SUITABLY STORED. FINAL PAYMENT UPON ELECTRICAL COMPLETION.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

Authorized  
Signature           Tony Bartels          

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal**- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Landlord:**

City of Waverly Nebraska  
14130 Lancashire  
Waverly, Nebraska 68462

**Tenant:**

The Towers, LLC  
22 W. Atlantic Ave., Suite 310  
Delray Beach, Florida 33444

**Site #: US-NE-5188**

**Site Name: WAVERLY NORTH**

**OPTION AND LEASE AGREEMENT**

**THIS OPTION AND LEASE AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the “**Effective Date**”) by and between **City of Waverly Nebraska**, a Nebraska municipality, (“**Landlord**”), whose address is 14130 Lancashire, Waverly, Nebraska 68462, and **The Towers, LLC**, a Delaware limited liability company (“**Tenant**”), whose address is 22 W. Atlantic Ave., Suite 310, Delray Beach, FL 33444.

**WHEREAS**, Landlord owns certain real property located in the County of Lancaster, in the State or Commonwealth of Nebraska, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

**WHEREAS**, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 5,600 square feet and to obtain easements for landscape buffer, utilities and access (collectively, the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

**1. OPTION TO LEASE.**

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for the Government Approvals on

behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand Dollars (\$2,000.00) within thirty (30) days of the full execution of this Agreement. The Option Period will be for an initial term of two (2) years from the Effective Date (the "Initial Option Period") and may be renewed by Tenant for two (2) additional years (the "Renewal Option Period") upon written notification to Landlord and the payment of an additional Two Thousand Dollars (\$2,000.00) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Period and any Renewal Option Period shall be referred to collectively as the (the "**Option Period**").

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

## **2. TERM.**

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

## **3. RENT**

(a) Beginning on the first (1<sup>st</sup>) day of the third (3<sup>rd</sup>) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord a monthly rent payment of One Thousand Dollars (\$1,000.00) ("**Rent**") at the address set forth in Section 29 below on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) On or before the Rent Commencement Date, Tenant shall pay to Landlord, in a single, non-refundable lump sum, the total rent due for the first five (5) Lease Years of the Term (the "**Prepaid Rent**"). For purposes of this Section, "Lease Year" means each consecutive twelve (12) month period following the Rent Commencement Date. The amount of the Prepaid Rent shall equal sixty (60) months of Rent at One Thousand Dollars (\$1,000.00) per month, with no discount or reduction for prepayment. "Rent" means the monthly base rental payment due from Tenant to Landlord for the Premises.

(c) Beginning on the first anniversary of the Rent Commencement Date of the first Renewal Term and each five-year anniversary of the Rent Commencement Date of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an amount equal to ten percent (10.00%) of the amount of the Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

(d) Starting with the first (1<sup>st</sup>) Broadband Carrier, and each additional Broadband Carrier, Tenant's shall pay to Landlord a one-time payment of Five Thousand Dollars (\$5,000.00) for each Broadband Carrier (each a "**Carrier Fee**"), subject to the following terms and conditions. The applicable Carrier Fee shall commence within thirty (30) days following the date that the first (1<sup>st</sup>) Broadband Carrier (and each additional Broadband Carrier thereafter) commences rental payments to Tenant under its respective sublease. For purposes herein, the term "**Broadband Carrier**" shall mean Verizon, AT&T, Dish, and T-Mobile and such similar national broadband carriers.

**4. TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

**5. USE.** The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

**6. ACCESS AND UTILITIES.** During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction,

installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

**7. EQUIPMENT, FIXTURES AND REMOVAL.** The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises including any footings and foundations down to a depth of six (6') feet below grade level, but excluding underground utilities (if any) and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

**8. ASSIGNMENT AND SUBLEASE.** Tenant may transfer or assign this Agreement to Tenant's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "**Permitted Assignment**"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Tenant shall provide Landlord with written notice of any such sublease or license within thirty (30) days after execution. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

**9. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

**10. HOLD OVER TENANCY.** Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

**11. INDEMNITIES.** Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, that Landlord's indemnity obligations hereunder shall be limited to Losses arising from Landlord's gross negligence or willful

misconduct. In no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

## **12. WAIVERS.**

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

**13. INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of is this occurrences on or about the Premises in the amount of not less than \$3,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall (i) be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, (ii) shall provide for cancellation only upon ten (10) days' prior written notice to Landlord, and (iii) name Landlord, the City of Waverly, Nebraska, as an additional insured with respect to Tenant's operations and use of the Premises. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

**14. INTERFERENCE.** During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

**15. LIMITED RIGHT OF FIRST REFUSAL.** In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the “**ROFR Property**”) to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a “**Third Party Competitor**” is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an “**Offer**”), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the “**Minimum Terms**”). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant’s election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant’s purchase election notice; (b) given Landlord’s direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant’s rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant’s payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant’s continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“**Permitted Sale**”). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant’s waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

**16. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

**17. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

**18. CONDEMNATION; CASUALTY.**

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may,

upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

**19. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

**20. REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

**21. ATTORNEYS' FEES.** If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith.

If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

**22. ADDITIONAL TERMINATION RIGHT.** If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

**23. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

**24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.** In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

**25. LENDER'S RIGHTS.**

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement, the Communications Facilities and/or leasehold estate in the Premises (a "**Tenant Mortgage**") and Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any such lender of Tenant ("**Lender**") of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in

Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

## **26. RIGHT TO NEW LEASE.**

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

## **27. ADDITIONAL PROVISIONS.**

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in

any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

**28. QUIET ENJOYMENT.** So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

**29. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as

demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

**If to Landlord:**

City of Waverly Nebraska  
14130 Lancashire  
Waverly, Nebraska 68462

**If to Tenant:**

The Towers, LLC  
22 W. Atlantic Ave.,  
Suite 310,  
Delray Beach, FL 33444  
Ref: US-NE-5188  
Attn: VP Asset Management

**If to Lender:**

Toronto Dominion (Texas) LLC  
31 West 52nd Street  
New York, NY 10019  
Attn: Admin Agent  
Fax No. 416-982-5535

With a copy to: General Counsel

**30. MISCELLANEOUS.**

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4** respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

(i) Landlord acknowledges that it is a Nebraska municipality subject to the Nebraska Public Records Statutes (Neb. Rev. Stat. §§ 84-712 et seq.) and the Nebraska Open Meetings Act (Neb. Rev. Stat. §§ 84-1407 et seq.). Accordingly, Landlord shall not be obligated to keep the terms of this Agreement confidential to the extent disclosure is required by applicable law. Landlord agrees, however, that it will not voluntarily disclose the terms of this Agreement except as (i) required by law, regulation, or court order, (ii) in connection with Landlord's official duties, or (iii) as reflected in any Memorandum of Option to Lease or Memorandum of Lease recorded pursuant to this Agreement.

**SIGNATURES BEGIN ON NEXT PAGE**





## **EXHIBIT 1**

Legal Description of the Property (Parent Parcel)  
(may be updated by Tenant upon receipt of final legal description from title)

The following is the legal description of the property:

Lots 214, 215, and 216 all located in the Northwest Quarter of Section 16, Township 11 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska

Parcel ID: 2416100012000



**EXHIBIT 3**

Memorandum of Option to Lease

(Attached)

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(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

The Towers, LLC  
22 W. Atlantic Ave., Suite 310,  
Delray Beach, FL 33444  
Attn: General Counsel

**Site Name: WAVERLY NORTH**

**Site Number: US-NE-5188**

**Commitment #:** \_\_\_\_\_

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease (this "**Memorandum**") evidences an Option and Lease Agreement (the "**Agreement**") between **City of Waverly Nebraska**, a Nebraska municipality ("**Landlord**"), whose address is 14130 Lancashire, Waverly, Nebraska 68462, and **The Towers, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 22 W. Atlantic Ave., Suite 310, Delray Beach, FL 33444, dated \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in **Exhibit A** attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of four (4) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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BEGIN ON NEXT PAGE



(Tenant's Signature Page to Memorandum of Option to Lease)

|   |   |
|---|---|
| <b>WITNESSES:</b><br><br>_____<br>Name: _____<br><br>_____<br>Name: _____ | <b>TENANT:</b><br><br><b>The Towers, LLC</b><br>a Delaware limited liability company<br><br>By: _____<br>Name: _____<br>Title: _____<br>Date: _____ |
|---|---|

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_ (name of signatory), \_\_\_\_\_  
\_\_\_\_\_ (title of signatory) of The Towers, LLC, a Delaware limited liability company, on  
behalf of the company.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
(TO MEMORANDUM OF OPTION TO LEASE)

The Property  
(may be updated by Tenant upon receipt of final legal description from title)

The following is the legal description of the property:

Lots 214, 215, and 216 all located in the Northwest Quarter of Section 16, Township 11 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska

Parcel ID: 2416100012000

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

**EXHIBIT 4**

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

The Towers, LLC  
22 W. Atlantic Ave., Suite 310,  
Delray Beach, FL 33444  
Attn: General Counsel

**Site Name: WAVERLY NORTH**

**Site Number: US-NE-5188**

**Commitment #:** \_\_\_\_\_

**MEMORANDUM OF LEASE**

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **City of Waverly Nebraska**, a Nebraska municipality ("**Landlord**"), whose address is 14130 Lancashire, Waverly, Nebraska 68462, and **The Towers, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 22 W. Atlantic Ave., Suite 310, Delray Beach, FL 33444, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is \_\_\_\_\_. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);
4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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BEGIN ON NEXT PAGE





**EXHIBIT A**  
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

The following is the legal description of the property:

Lots 214, 215, and 216 all located in the Northwest Quarter of Section 16, Township 11 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska

Parcel ID: 2416100012000

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area