

**Tentative** Agenda for the WAVERLY CITY COUNCIL MEETING to be held on March 24, 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

2. **Public Hearings**

3. **Sheriff's Report**

4. **Public Comments**

5. **Approval of Minutes**

5.a) \*Minutes of the March 10, 2026 City Council Meeting

6. **Consideration of Claims and Financial Reports**

6.a) Claims for Payment

6.b) Keno & Sales Tax Reports

7. **Introduction of Resolutions**

7.a) Consideration of Resolution 26-06 Approving an Interlocal Cooperation Act Agreement Providing for the Creation, Organization, and Operation of the Lancaster County Rural Fire District Agency

7.b) Consideration of Resolution 26-07 to Employ Joint Counsel for the Creation of the Interlocal Cooperation Act Joint Entity

8. **Introduction of Ordinances**

9. **Introduction of Business and Communications**

9.a) Consideration of a bid from Nebraska Generator Service LLC for an 80 kw Diesel Backup Generator and Automatic Transfer Switch for Well #9 in an amount not to exceed \$48,080.00.

10. **Committee Reports**

10.a) Human Services (Park & Recreation): Council Member Nielson

10.b) Public Works (Utilities & Street): Council Member Jespersen

10.c) Public Health (Fire & Safety): Council Member Delahoyde

10.d) Fiscal & Economic Development: 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.

**MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON March 10, 2026**

**CALL TO ORDER**

Mayor Abbey Pascoe called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Pascoe acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Abbey Pascoe and Council Members David Jespersen, Aaron Delahoyde, and Dave Nielson were in attendance. Council Member Brook Ruhter-Engelhardt was absent. Other City Officials present were City Administrator Stephanie Fisher, City Attorney Mark Fahleson, City Clerk Megan Frye, and City Treasurer Cheris Cadwell. Others present were Fire Chief Robin Hoffman and HBE consultants Kiley Wiechman and Lucas Post. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ’s Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

**ADOPTION OF AGENDA**

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

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

**APPROVAL OF THE CONSENT AGENDA**

**Minutes of the February 24, 2026 City Council Meeting**

**Consideration of Resolution 26-05 Authorizing the Sale of Surplus Personal Property of the City of Waverly**

**Consideration of agreement with Waverly Legion Baseball for the use of Lawson Park Field #1.**

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

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

**PROCLAMATIONS AND PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**SHERIFF'S REPORT**

No report given.

**PUBLIC COMMENTS**

None.

**APPROVAL OF MINUTES**

**Minutes of the February 24, 2026 City Council Meeting**

Consent Agenda.

**CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS**

**Claims for Payment**

<b>Claims for Payment: February 25<sup>th</sup> - March 10<sup>th</sup>, 2026</b>		
<b>Group A</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
Terri Dier	Utility Deposit Refund	\$ 100.00

Mackenzie Faust	Utility Deposit Refund	\$ 100.00
Rebecca Hellbusch	Utility Deposit Refund	\$ 32.97
Kendy Heskett	Utility Deposit Refund	\$ 65.44
Landon Michael Sweeney	Utility Deposit Refund	\$ 100.00
Antonio Vasquez	Utility Deposit Refund	\$ 100.00
ADP Fees	Payroll Fees	\$ 224.14
ADP Payroll	Payroll	\$ 42,042.78
Agri-Cross Enterprises	Waverly 11 repair CCV filter	\$ 112.50
Allo Communications	Phone/Internet Services	\$ 1,039.52
Architecture One	Building Evaluation	\$ 850.00
BOK Financial	Cert. of Participation 2020	\$ 3,391.25
Cass County Baseball League	Cass County Baseball Fee	\$ 700.00
Colonial Life	Insurance	\$ 43.92
Commonwealth Electric Company	Replace UV System Disconnect	\$ 1,233.00
Core & Main	Meter & Readout Purchase	\$ 790.77
Cubby's, Inc.	Fuel	\$ 1,401.80
DataVizion, LLC	Microsoft 365 Business, Support	\$ 1,983.36
Frontier	Propane	\$ 573.97
Hawkins, Inc.	Supplies	\$ 8,628.28
Heermann Economic Development	Economic development consulting services	\$ 2,900.00
Horizon Bank	Monthly ACH Fees	\$ 10.00
Interstate All Battery Center	Battery	\$ 183.95
JEO Consulting Group, Inc.	134th & Hwy 6 Drainage Improvements	\$ 4,041.25
John Deere Financial	John Deere tractor repair	\$ 161.44
John Hancock USA	Retirement	\$ 3,921.47
Kelly Supply Company	Tubing & hoses	\$ 2,280.99
Kriha Fluid Power-Lincoln	Hose assy w/fittings, sander repairs	\$ 857.41
Layne Christensen Company	Well #7 troubleshoot readout	\$ 420.00
Life-Assist, Inc.	Medical Supplies	\$ 439.20
Lincoln Electric System	Electricity	\$ 4,712.66
MacQueen Emergency	Fire/Rescue supplies	\$ 769.60
Mammoth Station	Fuel	\$ 385.68
Matheson Tri-Gas, Inc.	Compressed oxygen	\$ 60.38
McMaster-Carr Supply Co.	Threaded rod & chain	\$ 686.45
Menards-Lincoln North	Supplies	\$ 292.43
MGX Equipment Services LLC	Cutting edges for plows	\$ 1,580.98
Midwest Laboratories, Inc.	Lab fees	\$ 408.48
Nebraska Dept Revenue Waste	Utility Sales Tax	\$ 10,495.38
Nebraska Snow Equipment	Cutting edge kit	\$ 900.00
One Call Concepts, Inc.	One-Call Service	\$ 40.96
Paul Davis Restoration, Inc.	Laundering bunker gear	\$ 300.00
Pinnacle Bank	Railroad permit, conferences, vehicle repairs, tools, dog waste station supplies, office supplies	\$ 16,812.97
Robin L. Hoffman	Lumber for broken bay door	\$ 30.72
S.E. Rural Fire Protection Dist.	EMS calls	\$ 3,500.00
The Voice News	Advertising & Printing	\$ 393.26
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
USA Blue Book	Grinder pump, reagents, sampler sections, crane, base, cable, shredder pump, pump leg kit	\$ 11,408.76

VEIT, LLC	Copies	\$ 124.56
Vessco, Inc.	Seepex rotor	\$ 2,241.11
Whitehead Oil Co.	Fuel	\$ 99.41
RecDesk	Monthly deposit charge	\$ 25.00
RecDesk	Monthly deposit charge	\$ 25.00
Round The Bend Steakhouse	Fire department banquet rental	\$ 791.25
	Claims Group A Total	\$ 134,958.40

Council Member Jespersen moved to approve claims in the amount of 134,958.40. 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.

**Treasurer's Report and Budget & Expense Report**

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

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

**INTRODUCTION OF RESOLUTIONS**

**Consideration of Resolution 26-04 Adopting and Revising the Employee Handbook**

Council Member Jespersen moved to approve Resolution 26-04 Adopting and Revising the Employee Handbook. Council Member Nielson seconded the motion.

Mayor Pascoe advised the handbook is being updated so employees who are called in will receive a minimum of two hours of pay. City Administrator Fisher noted that employees may be called in for a brief task that still takes significant time out of their day. Council Member Nielson expressed support for the change. Fisher stated the starting wage for seasonal employees has been updated to align with Nebraska’s new minimum wages.

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

**RESOLUTION 26-04**

**RESOLUTION ADOPTING AND REVISING THE EMPLOYEE HANDBOOK**

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

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

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

**OVERTIME AND COMPENSATORY TIME OFF  
PAY PLAN**

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

PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF MARCH, 2026

**Consideration of Resolution 26-05 Authorizing the Sale of Surplus Personal Property of the City of Waverly**  
Consent Agenda.

**RESOLUTION NUMBER 26-05**

RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY OF THE CITY OF WAVERLY, NEBRASKA

WHEREAS, the City of Waverly does have in its possession certain machinery and equipment and other items of personal property that are deemed to be surplus property to the City and wishes to dispose of this property; and

WHEREAS, the City of Waverly is hereby authorized to sell the machinery and equipment and other property described above “as is”, with no warranties, for cash; and

WHEREAS, State Statute 17-503.02 allows for the sale of surplus personal property by posting the sale in three prominent places within the City for a period of not less than seven days prior to the sale; and

WHEREAS, the sale shall be conducted in accordance with the following instructions:

1. Such sale shall be conducted through sealed bids to the City Office.
2. The higher bidder shall make the cash purchase or certified check within seven (7) days of the auction. The failure to make such payment will result in either a) the City accepting the next highest bid, or b) the City rejecting all bids and canceling the sale.
3. If the minimum bid is not achieved, the property may be placed for sale on a regional or national equipment sales website or sales service.
4. The City reserves the right to reject any and all bids.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WAVERLY, NEBRASKA, that the following City property be sold according to the terms listed above, with minimum bid in parentheses.

1. Waverly Fire/Rescue: Honda (GX160) powered exhaust fan (\$50.00)
2. Waverly Fire/Rescue: 12-Ton Jacks, Qty 2
3. Waverly Fire/Rescue: portable water pump
4. Waverly Fire/Rescue: AMKUS hydraulic pump & spreader
5. Waverly Fire/Rescue: Ventilation fan (\$25.00)
6. Waverly Fire/Rescue: Rams, Qty 3: 26”, 20”, & 16” with 12’ hose extension
7. Waverly Fire/Rescue: Chains, extension, and accessory tip kip-alternate ends for rams

PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF MARCH, 2026.

**INTRODUCTION OF ORDINANCES**

**Consideration of the Third and Final Reading of Ordinance 26-02 Amending Chapter 91 of the Waverly Municipal Code Relating to Fire Regulations; Fireworks; Permissible; Retail Sale, License Required, Fee**

Council Member Jespersen moved to approve the Third and Final Reading of Ordinance 26-02 Amending Chapter 91 of the Waverly Municipal Code Relating to Fire Regulations; Fireworks; Permissible; Retail Sale, License Required, Fee. Council Member Nielson seconded the motion.

City Attorney Fahleson read the ordinance by title:

ORDINANCE NO. 26-02 AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 91 OF THE WAVERLY MUNICIPAL CODE RELATING TO FIRE REGULATIONS; FIREWORKS; PERMISSIBLE; RETAIL SALE, LICENSE REQUIRED, FEE

Council Member Jespersen stated the deadline to submit fireworks permit applications has been extended to May 1.

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

### **ORDINANCE NO. 26-02**

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

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

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

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

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

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

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

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

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

- A. Presence or absence of any past violations of applicant;
- B. Experience and expertise of applicant;
- C. Safety record of applicant; and
- D. Whether applicant is a civic organization committed to the betterment of the City.

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

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

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

PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF MARCH, 2026.

## **INTRODUCTION OF BUSINESS AND COMMUNICATIONS**

### **Presentation and consideration of 2024-25 Annual Audit as prepared by HBE, LLC.**

HBE, LLC auditors Kylie Weichman & Luke Post presented the City's FY 2024-2025 audit for the period ending September 30, 2025. They reported an unmodified and qualified opinion consistent with prior years, highlighted increases in grants and donations largely due to a Land and Water Conservation Fund grant, and noted higher water and sewer revenues driven by increased consumption and fee adjustments. The auditors reported no material adjustments or disagreements.

Mayor Pascoe commended City Treasurer Cadwell for the quality of the financial records and the smooth audit process. Post noted having no material adjustments for a city of Waverly's size is a great kudos. Attorney Fahleson shared their firm recommends HBE.

Council Member Jespersen moved to accept the 2024-25 Annual Audit. Council Member Nielson seconded the motion.

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

**Consideration of agreement with Waverly Legion Baseball for the use of Lawson Park Field #1.**  
Consent Agenda.

## **COMMITTEE REPORTS**

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

Council Member Nielson reported pool passes and party reservations opened; swim lesson registration opening soon. Hiring pool staff is in progress: rehiring staff with positive evaluations; minimum age 14 to work concessions. Also working on hiring umpires and seasonal parks workers. Some park maintenance projects will be handled by an independent contractor as one staff member reduces time with the city. Reference checks were underway for hiring a pool manager, with an offer expected soon.

Nielson reported recreational teams are coordinating with Eagle Parks and Rec for field use and fields are filling up for practices and games. Spring soccer has about 220 registered; coaches needed. Baseball dugout bat/helmet boxes were purchased with shared costs between the school, Legion, and parks department. The high school shop teacher will build a new equipment shed for Lawson Park. Adult co-ed volleyball concluded March 11.

Nielson reported new dog waste stations were installed at Wayne, Lawson, and Sharp Parks using grant funding. A compost pile is being maintained for lawn and leaf debris. Work is planned on drainage improvements in the Eastbourne Street park parking lot. Educational walking tours and pruning classes are planned. A tennis court remodel is scheduled for May. Crack sealing requires temperatures of at least 50 degrees. Lighting in that area is being evaluated. The city signed a contract with Verizon to install a communications tower; proceeds will pay for fencing for the dog park. Turf improvements were made at the Wayne Park batting cages and bleacher areas. Field top dressing work continues.

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

No report.

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

Council Member Delahoyde reported there have been 14 calls for service since the previous meeting, including medical calls, car fires, a vehicle accident, a grass fire, gas leaks, and a carbon monoxide detector call. The fire department is applying with the Secretary of State to formally register as Waverly Fire/Rescue as their trade name. Attorney Fahleson provided historical context, explaining that due to past misuse of the department's name for fundraising, the city registered multiple trade names to prevent unauthorized fundraising.

Delahoyde reported firefighters conducted training exercises with new members involving primary search operations in a live fire environment. Radios were installed in the new ambulance Waverly 10, which is nearing readiness for service.

Delahoyde provided an update on a countywide effort to upgrade the rural fire radio system. Rural fire departments in Lancaster County are exploring financing options and may ask the city to participate in an interlocal agreement because Waverly's fire department is jointly funded by the city and the suburban fire district. More information will be presented at the next council meeting.

Mayor Pascoe reported the fire department conducted a house burning training in February, and photos from the exercise are posted on the city website.

**Fiscal and Economic Development: Council Member Ruhter-Engelhardt**

No report.

**City Administrator Fisher**

City Administrator Fisher reported the well siting project will begin test well drilling on March 18, weather permitting. The city has begun the closeout process for its ARPA funds after receiving notice from the federal government to begin final reporting. Work has started on the Anderson North Park 10<sup>th</sup> Addition development, beginning with sewer main installation for the 18-lot subdivision. Preliminary

information was received from Windstream regarding potential installation of buried fiber infrastructure throughout the city; more information to come.

**ADJOURNMENT**

Council Member Nielson moved to adjourn the meeting at 6:24pm. Council Member Jespersen seconded the motion.

The following Council Members voted “YEA”: Nielson, Delahoyde, and Jespersen. 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: March 11th - 24th, 2026**

<b>Group A</b>			
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Date Paid</b>
ADP Fees	Payroll Fees	\$ 401.69	3/27/2026
ADP Payroll	Payroll	\$ 41,258.74	3/20/2026
ADP Payroll	Payroll	\$ 645.91	3/20/2026
Badger Body & Truck Equipment	Halogen headlight	\$ 188.00	
Bauer Built	F-350 & skid loader tire repair	\$ 380.95	
Black Hills Energy	Natural gas	\$ 882.94	
Blue Cross Blue Shield NE	Health Insurance	\$ 16,939.76	4/1/2026
Bowman Consulting Group	Canongate Road Roadway Design	\$ 9,599.61	
Carquest Auto Parts	Hydraulic fluid & filters	\$ 344.58	
Guardian	Life & Vision Insurance	\$ 550.22	
Holiday Inn Kearney	Room charges - conference	\$ 159.95	
Hometown Leasing	FD Copier	\$ 71.48	
Huber Technology, Inc.	Rebuild valve kit, nozzle, edge protection profile	\$ 2,815.61	
Hy-Electric	Wayne 1 electrical box repair	\$ 5,250.00	
Interstate Power Systems	Air compressor parts	\$ 1,283.00	
JEO Consulting Group, Inc.	New Fire Station, New Well Siting, Comp. Safety Action Plan, Generator Replacement	\$ 19,441.50	
John Deere Financial	Cutting edges	\$ 1,340.52	
John Hancock USA	Retirement	\$ 3,804.81	3/20/2026
Jolean Piitz	Baseball / softball uniforms	\$ 3,442.00	
Lincoln Electric System	Electricity	\$ 16,968.07	
Lincoln Electric System	Lighting N 148, Heywood to I-80	\$ 46,158.91	
MacQueen Equipment	Axe & helmet fronts	\$ 760.33	
Mark Cordes	Tree removal cost share	\$ 940.00	
Matheson Tri-Gas, Inc.	Oxygen bottle rental	\$ 114.67	
Menards-Lincoln North	Concrete mix, pliers, socket set, hoe, cleaner, torch kit, reach tool, tube cutter	\$ 286.63	
Nadezhda Koval	Cleaning Service	\$ 452.41	
Nebraska Dept Of Revenue	License Fee	\$ 100.00	
NE Public Health Environ.Lab	Lab Fees	\$ 93.00	
Newcastle Construction	Refund - Permit 250106	\$ 800.00	
One Billing Solutions	February 2026 Billing - EMS	\$ 1,434.70	
Pioneer Overhead Door	Commercial door repair	\$ 840.00	
Point C	Health Reimbursement Account	\$ 85.25	
Quik Dump Refuse	Garbage Service	\$ 671.66	
Rembolt Ludtke LLP	Legal Fees	\$ 3,000.00	
SE Neb.Girls Softball League	Girls Softball League Fee	\$ 450.00	
SENDL Lincoln Office	Safe Streets For All Contract	\$ 7,500.00	
Shaffer Communications	Mobile radio installation	\$ 1,233.44	
Siteone Landscape Supply LLC	Aerator filters	\$ 68.21	
Small Engine Specialists	Filters, spark plugs, blade	\$ 163.33	
U.S. Postmaster	Stamps/Postage	\$ 314.96	
Union Bank & Trust Co.	HSA Accounts	\$ 2,750.00	4/1/2026
Verizon Wireless	Phone Service	\$ 488.81	
Rixstine Recognition	Recognition awards - F.D. debit card purchase	\$ 520.45	
Storage Ninjas - Waverly	Storage for Engine 34 - F.D. debit card purchase	\$ 148.00	
RecDesk	Baseball, softball & soccer coach reimbursements	\$ 555.00	
RecDesk	Soccer refund - Kelsie Bard	\$ 75.00	
<b>Claims Group A Total</b>		<b>\$ 195,774.10</b>	

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

City of Waverly  
February, 2026

**Gross Sales**

Waverly \$ 183,567.13

Gross Sales 100.00% **\$ 183,567.13**

**Prizes (Payouts)**

Waverly

Prizes (Payouts) 73.1905% **\$134,353.65**

Operator Commission 12.0000% \$22,028.06

City Share 14.5664% \$26,739.03

Uncollected Winnings 0.2432% \$446.39

Interest \$5.23

Total to city **\$27,190.65**

YTD SALES \$ 952,573.26

City 7%min earned YTD \$66,680.13

Paid YTD \$91,512.70

Due City **(\$24,832.57)**

**RESOLUTION 26-06**

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION ACT AGREEMENT PROVIDING FOR THE CREATION, ORGANIZATION, AND OPERATION OF THE LANCASTER COUNTY RURAL FIRE DISTRICT AGENCY

WHEREAS: the City of Waverly, Nebraska, a municipal corporation (the “City”), finds it to be desirable and in the best interest of the City and its residents to improve public safety through cooperative efforts with Lancaster County rural, suburban, and municipal fire departments; and

WHEREAS: the City has reviewed and supports the Interlocal Cooperation Act Agreement providing for the creation, organization, and operation of the Lancaster County Rural Fire District Agency, attached hereto as Attachment “A” and incorporated herein by this reference.

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

The City supports and approves the Interlocal Cooperation Act Agreement providing for the creation, organization, and operation of the Lancaster County Rural Fire District Agency.

PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF MARCH, 2026.

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Abbey L. Pascoe  
Mayor

ATTEST:

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Megan K. Frye  
City Clerk/Human Resources Assistant

(Seal)

INTERLOCAL COOPERATION ACT AGREEMENT

PROVIDING FOR THE CREATION, ORGANIZATION AND OPERATION OF THE

LANCASTER COUNTY RURAL FIRE DISTRICT AGENCY

THIS INTERLOCAL COOPERATION ACT AGREEMENT (“Agreement”) is made as of the 1st day of April, 2026 (“Effective Date”), by, between, and among the Original Members named herein and any other Additional Members that become parties and signatories to this Agreement after the Effective Date. Collectively, the Original Members and any Additional Members are “the Members.”

WITNESSETH:

WHEREAS, the following are the Original Members to this Agreement:

- (1) Bennet Rural Fire District, a Nebraska rural fire district;
- (2) Cortland-Lancaster Rural Fire District, a Nebraska rural fire district;
- (3) Eagle/Alvo Rural Fire District 9, a Nebraska rural fire district;
- (4) Firth Rural Fire District, a Nebraska rural fire district;
- (5) Hallam Rural Fire Protection District, a Nebraska rural fire district;
- (6) Hickman Rural Fire Protection District, a Nebraska rural fire district;
- (7) Highland Fire District, a Nebraska rural fire district;
- (8) Malcolm Rural Fire Protection District, a Nebraska rural fire district;
- (9) Raymond Rural Fire District, a Nebraska rural fire district;
- (10) Southeast Rural Fire District, a Nebraska rural fire district;
- (11) Southwest Rural Fire Protection District, a Nebraska rural fire district;
- (12) Valparaiso Rural Fire District #2, a Nebraska rural fire district;
- (13) Village of Pleasant Dale, Nebraska, a Nebraska municipal corporation, on behalf of the Pleasant Dale Volunteer Fire Department;
- (14) Waverly Suburban Fire District, a Nebraska suburban fire district;
- (15) City of Waverly, Nebraska, a Nebraska municipal corporation.

WHEREAS, each of the Members is, or is an entity that operates in conjunction or cooperation with, a rural or suburban fire protection district or municipal fire department, organized and existing under Chapter 35, Article 5, of the Nebraska Revised Statutes, and with the whole or a part of its territory within Lancaster County, Nebraska, and is authorized (a) to provide fire protection and emergency medical services within its jurisdiction to persons therein, and (b) to purchase or lease such firefighting and rescue equipment, supplies, and other real or personal property as necessary and proper to carry out the general fire protection and rescue program within its jurisdiction;

WHEREAS, each of the Members is a public agency (“Public Agency”) as defined in the Nebraska Interlocal Cooperation Act, Chapter 13, Article 8, Nebraska Revised Statutes, as amended (“Act”);

WHEREAS, the Members desire to join with each other in order to collaborate on best practices and methods for acquiring, procuring, financing, obtaining, maintaining, and using a new common public safety communications system, along with related equipment and property, among and for the benefit of all the Members, and for the other purposes as provided herein or as otherwise allowed by law;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, pursuant to the Act, any power or powers, privileges or authority exercised or capable of exercise by a Public Agency may be exercised and enjoyed jointly with any other Public Agency and any two or more Public Agencies may enter into agreements with one another for joint or cooperative action;

WHEREAS, an agreement entered into by Public Agencies pursuant to the Act may provide for the creation of a separate legal entity to accomplish their joint or cooperative purposes and may delegate to such separate legal entity their jointly held powers, privileges or authorities;

WHEREAS, the Members, as Public Agencies, desires to enter into this Agreement pursuant to the authority contained in the Act to provide for (i) the creation, organization, and operation of the Lancaster County Rural Fire District Agency (“Agency”) as a separate legal entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the Members pursuant to the provisions of the Act to accomplish their joint and cooperative action, and (ii) to delegate to the Agency certain common powers of the Members and the exercise by the Agency of the powers conferred by the Act;

NOW THEREFORE, in consideration of the terms and provisions of this Agreement and the mutual obligations and undertakings of the Members contained in this Agreement, the

Members hereby agree as follows:

ARTICLE I  
CREATION OF THE LANCASTER COUNTY RURAL FIRE DISTRICT AGENCY

Pursuant to the Act, the Members hereby create a joint entity which shall be named the “Lancaster County Rural Fire District Agency” and shall constitute a separate body corporate and politic under the provisions of the Act. The Agency shall be subject to control by the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved entry into this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the principal place of business of the Agency (which may be the principal place of business of a Member). The Agency’s existence shall commence upon the Effective Date after execution of this Agreement by the Original Members.

ARTICLE II  
PURPOSES

The purposes of the Agency are as follows:

- (a) To make efficient use of the powers of the Members by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services, equipment and, where prudent or necessary, facilities, in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of the local territories of the Members, specifically including providing fire protection and emergency medical services for the benefit of all the Members;
- (b) To collaborate with its Members on best practices and methods for selecting, acquiring, maintaining, and using a new common public safety communications system, and related equipment and property, among and for the benefit of all the Members;
- (c) To provide or contract for the acquisition, procurement, financing, and ownership of a new common public safety communications system, and related equipment and property, among and for the benefit of all the Members; and
- (d) To enter into service contracts or other agreements with the Members, and if allowed other rural or suburban fire districts and local and state agencies, for the leasing and use of a common public safety communications system, and related equipment and property.

ARTICLE III  
ORGANIZATION; BOARD; OFFICERS; COMMITTEES

1. Board of Directors. The Agency shall be governed by a board of directors (“Board”) which shall be comprised and appointed as follows (each member of the Board shall herein be referred to as a “Director”):

- (a) Concurrently with the authorization and approval of this Agreement by each of the Original Members and each subsequent Additional Member, the governing body of each

Member shall appoint a primary Director to serve on the Board. The governing body of each Member also may appoint a contingent Director to serve if the primary Director for that Member is absent or otherwise unable to attend meetings of the Board.

(b) Each Director shall serve in such capacity at the pleasure of the Member which appointed such Director, and the governing body of each Member may remove and replace such Director representing such Member on the Board at any time. Any Member which appoints a new or replacement Director to serve as Director on the Board of the Agency shall provide written notice to each of the Members immediately after such appointment. In the event of death, disability, or disqualification of an individual serving as a Director, the Member's governing body shall promptly appoint a successor Director. Notwithstanding the foregoing, no individual person shall at any time hold more than one position as a Director. Any individual appointed by a Member as a Director shall not be eligible for appointment as a Director by another Member.

2. Meetings of the Board. Meeting of the Board shall comply with the Open Meetings Act, Chapter 84, Article 14 of the Nebraska Revised Statutes. The Board shall hold an organizational meeting to conduct such organizational business as the Board deems necessary or appropriate, which may include adoption of bylaws, election of officers and establishment of committees. Thereafter the Board shall hold an annual meeting at such time and place as it shall designate and shall hold such other meetings from time to time as determined necessary or appropriate as may be called by the Chairperson or a majority of the Directors.

3. Quorum. Meetings and the transaction of business of the Agency shall require a quorum of the Board. A quorum shall be determined based on the total numbers of Directors on the Board. In all cases, a majority of the Directors shall constitute a quorum.

4. Action. Action by the Board shall be by motion or resolution, and each Director will have one vote with respect to each motion or resolution. A majority vote is required to take action on behalf of the Agency except when a greater number might be required by this Agreement or any policies, regulations, or bylaws of the Agency.

5. Officers. The Board shall elect a Chairperson, a Vice Chairperson, Secretary, and Treasurer and may appoint any such other officers it deems appropriate.

6. Committees. The Board may create one or more Committees of the Board. There may be an Executive Committee, whose members shall be the officers and any other Directors appointed by the Board. There may be a Technology Committee, whose members shall consist of those Directors appointed by the Board. Committees shall have only those powers granted to the Committee by the Board.

#### ARTICLE IV DURATION

1. Duration. The life of the Agency shall be perpetual, commencing on the Effective Date; provided, however, that so long as all bonds, lease-purchases, loans or other indebtedness of the Agency, and any and all other contractual obligations of the Agency have been satisfied, the Board may terminate and dissolve the Agency at any time.

2. Individual Member Withdrawal. A Member may withdraw and terminate its participation in the Agency and this Agreement only upon the occurrence of all of the following:

- (a) there will be at least two remaining Members within the Agency after such termination;
- (b) the Agency has no bonds, lease-purchases, loans, indebtedness or other obligations outstanding which were issued, incurred, or obtained for equipment or property originally intended for use by such terminating Member;
- (c) the terminating Member does not have an existing service contract or other agreement with the Agency;
- (d) the terminating Member does not owe any fees, lease payments, or other amounts or have any other debt or payment obligation to the Agency; and
- (e) the terminating Member's governing board passes a resolution to terminate its participation and submits a copy of such resolution to the other Members at least one-hundred eighty (180) days in advance of the termination date.

3. Distribution of Assets. Upon dissolution of the Agency, all assets shall be distributed as determined by the Board of the Agency.

## ARTICLE V POWERS

1. General Powers. The Agency shall have such powers as are allowed by the Act in effect as of the date hereof, and any additional powers as may be permitted by any amendments to the Act, including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
- (d) from time to time, to make, amend, and repeal bylaws, rules and regulations, not inconsistent with the Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of the property of the Agency;
- (f) to establish just and equitable rates or charges for the use of any equipment or property of the Agency;

(g) to purchase or lease such firefighting and rescue equipment, supplies, and other real or personal property as necessary and proper to carry out the purposes of the Agency;

(h) to purchase, lease, lease purchase a common public safety communications system or systems covering the territories of the Members of the Agency and for use by the Members of the Agency;

(i) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, and others found necessary or useful and convenient to the stated purposes of the Agency;

(j) to provide for a system of budgeting, accounting, auditing and reporting of all the Agency funds and transactions, for a depository, and for bonding of employees;

(k) to exercise such other powers as are available under the then existing law of each Member;

(l) to exercise such other powers as are available under the then existing law for the Agency;

(m) to incur indebtedness, including by borrowing money, making and issuing negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, making and issuing lease-purchase agreements, and to secure the payment of such indebtedness or any part thereof by a pledge of any or all of the Agency's revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge or mortgage for such purposes, all in accordance with the Act;

(n) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(o) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(p) to employ a manager which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be determined by contract and as determined by the Board from time to time; and

(q) to borrow money and accept grants, contributions, property or loans from, and to enter into contracts, leases, or other transactions with municipal, county, state, or the federal government, including any Member.

2. Specific Powers. Pursuant to the Act, as an alternative to issuing bonds for financing a common public safety communications system, the Agency may enter into a financing agreement with the Nebraska Investment Finance Authority for such purpose.

3. Service Contracts with Members. Pursuant to Neb. Rev. Stat. § 86-416, the Agency may enter into service contracts with its Members for use by the Members of a common public safety communications system owned or operated by the Agency. Such service contracts may provide for the following:

(a) The payment of fixed or variable periodic amounts for service or the right to obtain service, including the use or right to use real or personal property;

(b) That such service agreement may extend for a term of years as determined by and mutually agreeable to the Agency and governing body of the Member and be binding upon such Member over such term of years;

(c) That fixed or variable periodic amounts payable may be determined based upon any of the following factors:

(i) Operating, maintenance, and management expenses, including renewals and replacements for facilities and equipment;

(ii) Amounts payable with respect to debt service on bonds or other obligations, including margins of coverage if deemed appropriate; and

(iii) Amounts necessary to build or maintain operating reserves, capital reserves, and debt service reserves;

(d) That any such service agreement may require payment to be made in the agreed fixed or variable periodic amounts irrespective of whether such public safety communications system is completed or operational and notwithstanding any suspension, interruption, interference, reduction, or curtailment of the services of such project or system; and

(e) Such other provisions as the parties to the service agreement deem appropriate in connection with providing and obtaining public safety communications system and service, including the acquisition of real and personal property, the construction of facilities, and the operation, maintenance, and management of services, property, and facilities.

4. Service Contracts with Other Public Agencies. The Agency may enter into service contracts with other rural or suburban fire districts or other Public Agencies as allowed by law and on terms and conditions determined by the Agency.

ARTICLE VI  
BUDGETING; MEMBER CONTRIBUTIONS

1. Budgeting. Unless otherwise determined by the Board, the fiscal year of the Agency shall end June 30 of each year. The Board shall prepare a budget each fiscal year for the operation of the Agency.

2. Member Contributions. Members of the Agency may appropriate such funds to the Agency as such Members determine appropriate. Members of the Agency may supply the Agency

with such personnel or services as may be within such Member's legal power to furnish.

3. Accounts and Insurance. The Agency may open accounts, engage financial, accounting, and tax consultants, and obtain insurance as determined by the Board.

## ARTICLE VII MISCELLANEOUS

1. Not for Profit. It is expressly understood that the Agency is a public body, political subdivision of the State of Nebraska, and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

2. Manner of Acquiring, Holding and Disposing of Property. The Board may lease, purchase, or acquire by any means, from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency. All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Board.

3. Additional Members. One or more Public Agencies may become Members of the Agency in accordance with this Section. Any Public Agency may become a Member of the Agency upon satisfaction of the following conditions:

(a) Such Public Agency is voted to become a Member of the Agency by the affirmative vote of at least 50% of the total number of Directors on the Board of the Agency;

(b) Such Public Agency is a Public Agency within the meaning of the Act; and

(c) This Agreement is duly authorized and approved by appropriate action of the governing body of such Public Agency and the appropriate officers of such Public Agency duly execute a supplement to or counterpart of this Agreement.

Any Public Agency which becomes a Member in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

4. Amendments. This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

5. Default. A Member shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

6. Liability Insurance. Each Member shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

7. Reservation of Rights. Each Member reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

8. Indemnification. Only to the extent permitted by law, each Member agrees to indemnify the other Members from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third-party claim, action, or proceeding, based directly or indirectly on such Member's performance or lack of performance under this Agreement and in connection with any agreements between such Member and the Agency; provided, however, no such indemnification shall be provided for any negligent or willful misconduct of any of the other Members.

IN WITNESS WHEREOF, the following parties hereto have executed this Interlocal Cooperation Act Agreement providing for the creation, organization and operation of the Lancaster County Rural Fire District Agency by their respective duty authorized representatives.

[separate signature pages to follow]

BENNET RURAL FIRE DISTRICT, a Nebraska rural fire district;

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

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

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

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

CORTLAND-LANCASTER RURAL FIRE  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

EAGLE/ALVO RURAL FIRE DISTRICT 9, a  
Nebraska rural fire district;

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

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

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

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

FIRTH RURAL FIRE DISTRICT, a Nebraska rural  
fire district;

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

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

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

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

HALLAM RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

HICKMAN RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

HIGHLAND FIRE DISTRICT, a Nebraska rural fire district;

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

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

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

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

MALCOLM RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

RAYMOND RURAL FIRE DISTRICT, a Nebraska  
rural fire district;

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

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

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

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

SOUTHEAST RURAL FIRE DISTRICT, a  
Nebraska rural fire district;

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

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

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

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

SOUTHWEST RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

VALPARAISO RURAL FIRE DISTRICT #2, a  
Nebraska rural fire district;

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

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

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

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

VILLAGE OF PLEASANT DALE, NEBRASKA, a  
Nebraska municipal corporation, on behalf of the  
Pleasant Dale Volunteer Fire Department;

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

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

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

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

WAVERLY SUBURBAN FIRE DISTRICT, a  
Nebraska suburban fire district;

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

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

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

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

CITY OF WAVERLY, NEBRASKA, a Nebraska  
municipal corporation;

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

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

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

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

FORM COUNTERPART SIGNATURE PAGE

INTERLOCAL COOPERATION ACT AGREEMENT  
PROVIDING FOR THE CREATION, ORGANIZATION AND OPERATION OF THE  
LANCASTER COUNTY RURAL FIRE DISTRICT AGENCY

The following Public Agency has executed this counterpart signature page to the Interlocal Cooperation Act Agreement providing for the creation, organization and operation of the Lancaster County Rural Fire District Agency to become an Additional Member to said agency by its respective duly authorized representative, and by such action agrees to be bound by such Interlocal Cooperation Act Agreement as provided therein as of the date indicated below.

[ADDITIONAL MEMBER NAME]

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

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

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

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

**RESOLUTION TO EMPLOY JOINT COUNSEL**

BE IT RESOLVED by the governing boards of the undersigned rural and/or suburban fire districts and municipalities, that:

1. The law firm of Perry, Guthery, Haase & Gessford, P.C., L.L.O. (“Perry Firm”), should be and is hereby hired and retained as joint counsel for all of the undersigned parties to assist in the creating of an Interlocal Cooperation Act joint entity for purposes of a joint undertaking to acquire new public safety communication system and equipment, and for other purposes; and that each party agrees to and shall pay such firm a reasonable fee based upon the value of the services rendered, but not less than the firm's customary hourly rates for each attorney, in effect at the time the services are rendered, plus costs and out-of-pocket expenses incurred during the handling of these matters; and that all actions heretofore taken by such firm in regard to these matters, should be and are hereby approved and ratified, and shall be paid for by the rural fire districts according to this resolution.

2. All fees, costs, and expenses related to this engagement shall be billed, split and paid equally by each party on a monthly basis.

3. The parties agree that the firm may dispose of all files pertaining to any of the matters described above at any time after five (5) years since the last date of services performed, without further notice from the firm; and understand and agree that they may request copies of any materials contained in such files at any time before such disposal.

4. The parties acknowledge that the Perry Firm has (i) fully explained to the parties the implications of the Perry Firm’s common representation of the parties regarding the above-described matter; (ii) advised the parties to seek independent legal counsel regarding common representations; and (iii) explained that in the event an actual conflict arises regarding the above-described matter; or on other issues incident or related thereto and it is necessary for any party to take action against another party, then it will be necessary for each party to obtain independent separate legal counsel to represent such party and the other parties, at which time the Perry Firm would withdraw from representing all parties regarding the above-described matter; and on all issues incident or related thereto in the absence of a further express waiver of conflict by all parties affected by such a conflict. The parties understand the implications of common representation and conflicts. The parties agree and consent to the common representation as provided herein.

THE UNDERSIGNED hereby certify that the above resolution was duly approved by the governing board of the undersigned parties on the day and year hereafter shown.

BENNET RURAL FIRE DISTRICT, a Nebraska rural fire district;

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

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

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

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

CORTLAND-LANCASTER RURAL FIRE  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

EAGLE/ALVO RURAL FIRE DISTRICT 9, a  
Nebraska rural fire district;

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

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

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

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

FIRTH RURAL FIRE DISTRICT, a Nebraska rural  
fire district;

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

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

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

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

HALLAM RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

HICKMAN RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

HIGHLAND FIRE DISTRICT, a Nebraska rural fire district;

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

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

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

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

MALCOLM RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

RAYMOND RURAL FIRE DISTRICT, a Nebraska  
rural fire district;

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

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

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

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

SOUTHEAST RURAL FIRE DISTRICT, a  
Nebraska rural fire district;

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

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

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

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

SOUTHWEST RURAL FIRE PROTECTION  
DISTRICT, a Nebraska rural fire district;

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

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

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

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

VALPARAISO RURAL FIRE DISTRICT #2, a  
Nebraska rural fire district;

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

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

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

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

VILLAGE OF PLEASANT DALE, NEBRASKA, a  
Nebraska municipal corporation, on behalf of the  
Pleasant Dale Volunteer Fire Department;

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

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

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

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

WAVERLY SUBURBAN FIRE DISTRICT, a  
Nebraska rural fire district;

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

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

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

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

CITY OF WAVERLY, NEBRASKA, a Nebraska  
municipal corporation;

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

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

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

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



# NEBRASKA GENERATOR SERVICE LLC

## Quotation

Quotation #	20196
Date	03/05/2026

NOTES
<p>Project Name - Waverly Well #9 - Diesel Option</p> <p>*This quotation is for the below equipment, freight, and start-up ONLY. Installation, offloading / setting, wiring, and fuel are not included.</p> <p>Concrete Pad Dimensions (NGS Recommendation) - 12'L x 5'W x 8"D</p> <p>Lead Time - 16 - 20 weeks</p>

Estimate	
Description	Qty
<p><b>Cummins Generator</b>  Generator - Cummins - 80kW Diesel  C80D6C, Diesel Genset, 60Hz, 80kW  U.S. EPA, Stationary Emergency Application  Duty Rating - Standby Power (ESP)  Emission Certification, EPA, Tier 3, NSPS CI Stationary  Emergency  Listing - UL 2200  Shutdown - Low Coolant Level  NFPA 110 Type 10 Level 1 Capable  Exciter/Regulator - Permanent Magnet Generator, 3 Phase  Sensor  Voltage - 277/480, 3 Phase, Wye, 4 Wire  Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient,  Increased Motor Start-ing (IMS)  Aluminum Weather Protective Enclosure, with Exhaust System  Enclosure Color - Green, Aluminum  Enclosure - Wind Load 180 MPH, ASCE7-10  Skidbase - Housing Ready  UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 24 Hour  Minimum  Control Mounting - Left Facing  PowerCommand 1.1 Controller  Gauge - Oil Pressure  Stop Switch - Emergency  Control Display Language - English  Load Connection - Single  Circuit Breaker, Location A, 150A, 3P, 600 Volts AC, 80%, UL  Engine Governor - Electronic, Isochronous  Fuel Water Separator  Low Fuel Level Switch, 40%  Mechanical Fuel Gauge  Switch - Fuel Tank, Rupture Basin  Engine Starter - 12 Volt DC Motor  Engine Air Cleaner - Normal Duty  Battery Charging Alternator  Battery Charger - 6 Amp, Regulated  Engine Cooling - Radiator, High Ambient Air Temperature, Ship  Fitted  Extension - Coolant Drain  Engine Coolant - 50% Antifreeze, 50% Water Mixture  Engine Oil Heater - 120 Volts AC, Single Phase  Coolant Heater, Extreme Cold Ambient  Engine Oil</p>	1.00

Genset Warranty - 2 Years Base Larger Battery Rack Extension - Oil Drain		
<b>O-Battery</b> O-Battery		1.00
<b>Cummins Transfer Switch</b> OTECSE200, Service Entrance Transfer Switch, PowerCommand, 200 Amp Listing - UL 1008 Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communication Network, MODBUS TCP Module Transfer Switch Warranty - 1 Year Comprehensive		1.00
<b>O-Start Up</b> Start Up		1.00

**Total: \$48,080.00**

\*Taxes are not included and are to be determined upon order.

\_\_\_\_\_  
*Signature for Approval*

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

**Quotation Prepared By:**

**Mason Rohrich**  
Sales Representative



13522 S 220<sup>th</sup> St, Gretna, NE 68028

**M** (402) 750-6510  
**E** [mason@nebraskageneratorservice.com](mailto:mason@nebraskageneratorservice.com)

## Terms & Conditions

- This quote is valid for a period of 30 days.
- Payment Terms:  
Ordered Equipment - 20% due upon receipt and 80% due upon generator delivery.  
Stock Equipment - Due in full upon order.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Seller is not quoting, offloading, personnel instructions, or unit installation.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
- Applicable taxes are NOT included.
- Exception taken to any BABA requirements (if applicable).
- Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others.
- Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included.
- NETA and Infrared testing not included.
- Nebraska Generator Service's cancellation fee applies to all orders.
- Nebraska Generator Service reserves the right to withdraw this proposal at any time.
- NGS's Standard Genset and ATS Lug sizes will be provided regardless of specification. Any changes to that are the responsibility of others.
- Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Nebraska Generator Service LLC.

Nebraska Generator Service LLC  
4415 Patriot Blvd, Kearney, NE 68847

Nebraska Generator Service LLC  
13522 S 220<sup>th</sup> St, Gretna, NE 68028

[www.nebraskageneratorservice.com](http://www.nebraskageneratorservice.com)



# NEBRASKA GENERATOR SERVICE LLC

## Quotation

Quotation #	20197
Date	03/05/2026

### NOTES

Project Name - Waverly Well #9 - 80kW Mobile Diesel Option

\*This quotation is for the below equipment, freight, and start-up ONLY. Installation, offloading / setting, wiring, and fuel are not included.

Lead Time - 40 - 44 weeks

### Estimate

Description	Qty
<p><b>Blue Star Generator</b> Unit Model: JD80-03FT4MP Standby / Prime: Mobile Standby Power kWe Rating: 80 kWe Fuel: Diesel UL 2200 Listed: No CSA Approved: No EPA: Tier 4 Final Paint Color: White</p> <p>Engine Model: John Deere 4045HFG04 60kW Standby Power Rating at 1800 RPM Governor - Electronic Isochronous Voltage: 480/277V 3 Phase 60 Hz 0.8 PF Gen Model: Stamford UCI274C 12 Lead Wired 480V 3 Phase High Wye 105°C Rise Over 40°C Ambient Voltage Regulator: Deep Sea A109 Digital Voltage Regulator with PMG Excitation Control Panel: Blue Star DCP7310 Microprocessor Based Gen- Set Controller Mounted Facing Left from Generator End (Unless Specified Otherwise) Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch Control Panel Options: Low Water Level Sensor with Shutdown Unit Color: White Enclosure: Level 3 (Sound Attenuated ) Powder Coated 14 Gauge Steel Rugged and Durable 200 MPH Wind Rated with Exhaust Hood Pitched Roof for Increased Structural Integrity and Improved Watershed Punched Intake with Baffle and Punched Exhaust Openings Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF) Formed Steel Base with Mounting and Lifting Holes Includes Vibration Mounts to Isolate Unit from Base Rail Sound Attenuation Foam: Sound Attenuation Installed in Enclosure and Exhaust Hood Enclosure Accessories: Load Distribution Center Wired to Receptacle Package Includes: 2-50A 208/240VAC and 1-30A 208/240VAC, 2-20A 139/120VAC Receptacles Cooling: Unit Mounted Radiator (50°C Ambient)</p>	1.00

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base  
 Mainline Breaker: 125 Amp 3 Pole 480 Volt Breaker Mounted & Wired to Cam-Lok Receptacle Package  
 Jacket Water Heater: Engine Block Heater 1500W 120VAC Rated for -20°F  
 Heater Installed with Isolation Valves and Wired to Terminal  
 Air Cleaner: Dry Single Stage  
 Silencer: SCR / DOC Catalysts / Silencer Mounted to Engine  
 Battery: 12 Volt System with Rack and Cables  
 Charger: 12 Volt 6 Amp Mounted and Wired to Terminal  
 Gen-Set Trailer Package: T12000-2 Tandem Axle DOT Approved Trailer Package Including:  
 3" Pintle Eye, Safety Chains, Electric Brakes with Breakaway Kit  
 Radial Tires, Fenders, Adjustable Tongue Jack, Front and Rear Stabilizing Jacks, Shore Power and Tool Box  
 Gen-Set Trailer  
 Package Options:  
 Lockable Cable / Storage Box  
 Exterior 120VAC Shore Power Connection For Heater(s) and Charger  
 Front Stabilizing Jack Set  
 Fuel Tank: 250 Gallon Double Wall Tank Including Supply & Return Connections  
 Fuel Level Gauge and Fill & Vent Plumbing  
 Factory Test: Standard Commercial Testing Includes:  
 Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kW and PF  
 Warranty: 2 Year / 2000 Hour Limited

**Freight** 1.00

**Cummins Transfer Switch** 1.00  
 OTECSE200, Service Entrance Transfer Switch, PowerCommand, 200 Amp  
 Listing - UL 1008  
 Application - Utility to Genset  
 Cabinet - Type 1  
 Poles - 3 (Solid Neutral)  
 Frequency - 60 Hz  
 System - 3 Phase, 3 or 4 Wire  
 Voltage - 480 Volts AC  
 Genset Starting Battery - 12V DC  
 PC40 Control  
 Interface - Communication Network, MODBUS TCP Module  
 Transfer Switch Warranty - 1 Year Comprehensive

**O-Start Up** 1.00  
 Start Up

**Total: \$99,680.00**

**\*Taxes are not included and are to be determined upon order.**

\_\_\_\_\_  
**Signature for Approval**

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

**Quotation Prepared By:**

**Mason Rohrich**  
 Sales Representative



13522 S 220<sup>th</sup> St, Gretna, NE 68028

**M** (402) 750-6510

**E** [mason@nebraskageneratorservice.com](mailto:mason@nebraskageneratorservice.com)

## Terms & Conditions

- This quote is valid for a period of 30 days.
- Payment Terms:  
Ordered Equipment - 20% due upon receipt and 80% due upon generator delivery.  
Stock Equipment - Due in full upon order.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Seller is not quoting, offloading, personnel instructions, or unit installation.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
- Applicable taxes are NOT included.
- Exception taken to any BABA requirements (if applicable).
- Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others.
- Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included.
- NETA and Infrared testing not included.
- Nebraska Generator Service's cancellation fee applies to all orders.
- Nebraska Generator Service reserves the right to withdraw this proposal at any time.
- NGS's Standard Genset and ATS Lug sizes will be provided regardless of specification. Any changes to that are the responsibility of others.
- Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Nebraska Generator Service LLC.

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# NEBRASKA GENERATOR SERVICE LLC

## Quotation

Quotation #	20195
Date	03/05/2026

NOTES
<p>Project Name - Waverly Well #9 - NG Option</p> <p>*This quotation is for the below equipment, freight, and start-up ONLY. Installation, offloading / setting, wiring, and fuel plumbing are not included.</p> <p>Concrete Pad Dimensions (NGS Recommendation) - 14'L x 5'W x 8"D</p> <p>Lead Time - 12 - 14 weeks</p>

Estimate	
Description	Qty
<p><b>Cummins Generator</b>  Generator - Cummins - 125kW NG/LPV  Unit Model - RS125  kW Rating - 125kW  Fuel - NG/LPV  EPA - 40CFR60  Standby - Emergency Stationary Standby  UL2200 Listed - Yes  Paint Color - Green</p> <p>Engine  • Natural Gas / Propane 1800 rpm engine  • Engine air cleaner - normal duty  • Electronic governor, isochronous  • Engine starter, 12 VDC motor  • Shutdown - low oil pressure  • Extension - oil drain  • Engine oil - included</p> <p>Fuel system  • Single fuel - Natural Gas or Propane Vapor</p> <p>Alternator  • 60 Hz, 277/480V 3 phase, 120C temperature rise at 40C ambient  • Exciter/voltage regulator - torque match</p> <p>Control  • PowerCommand 1.1  • Display language - English</p> <p>Electrical  • Single circuit breaker, UL certified  • Battery charging alternator, normal duty  • Battery charger - 6 Amp, regulated</p> <p>Cooling  • Generator set cooling capability - 50C  • Shutdown - low coolant level  • Engine coolant - 50/50 mixture  • Extension - coolant drain</p> <p>Enclosure  • Aluminum enclosure Sound Level 1 with muffler installed -</p>	1.00

<p>green color</p> <ul style="list-style-type: none"> <li>• Wind rating - 180 MPH</li> </ul> <p>Code compliance</p> <ul style="list-style-type: none"> <li>• UL 2200</li> <li>• EPA emissions, stationary emergency, 40CFR60</li> <li>• IBC Seismic</li> <li>• NFPA110 capable</li> </ul> <p>Generator set application</p> <ul style="list-style-type: none"> <li>• Coolant heater</li> <li>• Battery Rack</li> <li>• Literature (English) - operator's manual, installation manual</li> </ul> <p>Warranty</p> <ul style="list-style-type: none"> <li>• Base warranty - 2-year standby</li> </ul>	
<p><b>O-Battery</b> O-Battery</p>	1.00
<p><b>Cummins Transfer Switch</b> OTECSE200, Service Entrance Transfer Switch, PowerCommand, 200 Amp Listing - UL 1008 Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communication Network, MODBUS TCP Module Transfer Switch Warranty - 1 Year Comprehensive</p>	1.00
<p><b>Freight</b></p>	1.00
<p><b>O-Start Up</b> Start Up</p>	1.00

**Total: \$50,215.00**

**\*Taxes are not included and are to be determined upon order.**

\_\_\_\_\_  
*Signature for Approval*

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

**Quotation Prepared By:**

**Mason Rohrich**  
Sales Representative



13522 S 220<sup>th</sup> St, Gretna, NE 68028

**M** (402) 750-6510

**E** [mason@nebraskageneratorservice.com](mailto:mason@nebraskageneratorservice.com)

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## Megan Frye

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**From:** Stephanie Fisher  
**Sent:** Monday, March 23, 2026 12:29 PM  
**To:** Megan Frye  
**Subject:** FW: Well # 9 generator bids  
**Attachments:** Quotation - Waverly Well #9 - 80kW Diesel.pdf; Quotation - Waverly Well #9 - 125kW NG.pdf; Quotation - Waverly Well #9 - 80kW Mobile Diesel.pdf

Please add this to the agenda for tomorrow's meeting.

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**From:** Tracey Whyman <publicworksdirector@citywaverly.com>  
**Sent:** Tuesday, March 17, 2026 2:49 PM  
**To:** Stephanie Fisher <cityadministrator@citywaverly.com>  
**Cc:** Andrew Toy <waterdept@citywaverly.com>  
**Subject:** Well # 9 generator bids

On December 18th, 2025, we sent out a bid invitations to four potential bidders for a new backup electrical generator and Automatic Transfer Switch for Well #9, which currently has no back up power system. Bids were emailed to Interstate Power Systems of Lincoln, Cummins Power of Omaha, NMC Nebraska Machinery Company/ Rakes Rentals, and Nebraska Generator Service of Gretna. The bid due date was March 6,2026

Only one bidder responded, with three options asked in the bid. One for a Diesel-powered generator, a natural gas-powered generator, and a towable Diesel-powered generator.

We contacted Black Hills Energy to see if natural gas transmission mains where along Alvo Road near Well site # 9. They responded with a phone call saying that a gas main was near N 134<sup>th</sup> and Alvo Road, and it could be extended to our well site, however we would have to pay for the construction of the gas main which they said was several thousand feet away from the site and would be a substantial cost to us.

We currently have a Deisel powered generator at Well # 10/11 and an older towable unit at Well # 8. Since we received only one bid, we could rebid the project again to see if more bids arrive.

If not, the proposal from Nebraska Generator Service for an 80 KW diesel permanently mounted generator is our recommendation with automatic transfer switch for \$ 48,080 which is the lower bid for all three options.

The generator proposed is the same manufacturer that we have at the Well 10/11 site along with the towable generator, the backup generator at the shop and the wastewater plant.

A separate bid will be let for electrician services to wire the generator to the ATS and ATS to the well controls, this bid was for equipment only does not include taxes as this is for water system equipment, which is not tax exempt, Delivery time from order is expected to be 16 to 20 weeks.

Tracey Whyman

City of Waverly Nebraska  
Director of Public Works  
402-786-2312  
[Publicworksdirector@citywaverly.com](mailto:Publicworksdirector@citywaverly.com)

