

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on July 28, 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 July 14, 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 26-16 Approving Additional Volunteer Fire/Rescue Department Member(s)

8. **Introduction of Ordinances**

9. **Introduction of Business and Communications**

9.a) Consideration of an agreement with JEO Consulting Group to provide engineering services for the installation of Rectangular Rapid Flashing Beacons (RRFB) in an amount not to exceed \$27,250.00.

9.b) Consideration of an agreement from Hanna:Keelan for review services to the City's Comprehensive Plan and Zoning/Subdivision Regulations in an amount not to exceed \$25,000.00.

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 JULY 14, 2026

CALL TO ORDER

Mayor Abbey Pascoe called the Meeting to order at 6:10 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 David Jespersen and Brooke Ruhter-Engelhardt were in attendance. Other City Officials present were City Administrator Stephanie Fisher. Also in attendance were Fire Chief Robin Hoffman and Lancaster County Sheriff Deputy Jason Brownell. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office and the City website (citywaverly.com).

ADOPTION OF AGENDA

Council Member Jespersen moved to adopt the Agenda as presented.. Council Member Ruhter-Engelhardt seconded the motion.

The following Council Members voted "YEA": Jespersen and Ruhter-Engelhardt. The following Council Members voted "NAY": None. With only two Council Members present, Mayor Pascoe voted "YEA" to establish a quorum. Motion Carried. 3-0.

APPROVAL OF THE CONSENT AGENDA ITEMS

Minutes of the June 23, 2026 City Council Meeting

Council Member Jespersen moved to approve the Consent Agenda. Council Member Ruhter-Engelhardt seconded the motion.

The following Council Members voted "YEA": Jespersen and Ruhter-Engelhardt. The following Council Members voted "NAY": None. With only two Council Members present, Mayor Pascoe voted "YEA" to establish a quorum. Motion Carried. 3-0.

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

Deputy Brownell reported deputies have been focusing efforts in the parks, educating children about e-bike and e-scooter safety and promoting safe riding practices. Normal daytime operations, everything currently running smoothly.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Minutes of the June 23, 2026 City Council Meeting

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for Payment

Claims for Payment: June 24 th - July 14 th , 2026		
Group A		
Vendor	Description	Amount
Matt Eskra	Utility Deposit Refund	\$ 100.00

Ethan & McCall Krueger	Utility Deposit Refund	\$ 100.00
Mat Luce	Utility Deposit Refund	\$ 100.00
Shane Nienaber	Utility Deposit Refund	\$ 45.00
Amanda Nolde	Utility Deposit Refund	\$ 100.00
Amy Peck	Utility Deposit Refund	\$ 100.00
Kaitlyn & Dominic Richardson	Utility Deposit Refund	\$ 100.00
Mike Sousek	Utility Deposit Refund	\$ 100.00
Joel Steele	Utility Deposit Refund	\$ 100.00
Kaelynn Weichel	Utility Deposit Refund	\$ 100.00
Tricia Wenzl	Utility Deposit Refund	\$ 100.00
ADP Fees	Payroll Fees	\$ 482.23
ADP Fees	Payroll Fees	\$ 255.35
ADP Fees	Payroll Fees	\$ 482.23
ADP Payroll	Payroll	\$ 79,368.99
Allo Communications	Phone/Internet Services	\$ 1,039.36
Alvo Eagle Rec Association	Softball jerseys	\$ 475.00
Aqua-Chem, Inc.	Pool chemicals	\$ 2,095.60
Brad Pfeiffer	WFR-Personal Vehicle Reimbursement	\$ 160.00
Brent Cooper	WFR-Personal Vehicle Reimbursement	\$ 260.00
City Of Lincoln	Radio Systems & Maintenance Fees	\$ 1,746.00
Colonial Life	Insurance	\$ 43.92
Commonwealth Electric Co	Green bulb for traffic light	\$ 707.31
Cubby's, Inc.	Fuel	\$ 2,733.34
DataVizion, LLC	Microsoft 365 Business, Support	\$ 2,006.46
ESO Solutions	Firehouse Software	\$ 3,175.27
Faughn Electric	Troubleshoot sump pump at pool	\$ 170.00
General Traffic Controls Inc.	Street sign supplies	\$ 1,132.00
Harris Decals	Current river sign	\$ 104.72
Hawkins, Inc.	Supplies	\$ 1,394.30
HBE LLP	Keno reconciliation	\$ 4,760.00
Hippo Equipment	Park vehicle repairs & maintenance	\$ 444.56
Horizon Bank	Monthly ACH Fees	\$ 10.00
Hotsy Equipment Co.	Supplies	\$ 364.47
Interstate All Battery Center	Supplies	\$ 36.00
JEO Consulting Group, Inc.	New Fire Station, 134 th & Hwy 6 Drainage Imprv	\$ 68,596.25
John Deere Financial	Supplies	\$ 238.82
John Hancock USA	Retirement	\$ 4,034.02
L.P. Stewart & Sons Inc.	Rock for pool parking lot	\$ 859.56
Lancaster Co. Sheriff Office	July 2026	\$ 38,759.00
Life-Assist, Inc.	Medical Supplies	\$ 303.92
Lincoln Electric System	Electricity	\$ 24,198.51
Lincoln Lock & Safe	Supplies	\$ 236.00
MacQueen Equipment	Supplies	\$ 416.00
Mammoth Station	Supplies	\$ 1,484.72
Matheson Tri-Gas, Inc.	Oxygen	\$ 620.38
Menards-Lincoln North	Supplies	\$ 1,094.97
Midwest Laboratories, Inc.	Lab fees	\$ 438.84
Midwest Turf & Irrigation	Repairs	\$ 1,100.40
Nebraska Dept Revenue Waste	Utility Sales Tax	\$ 14,531.00

NMC, Inc.	Supplies	\$ 510.73
Olsson Inc.	Anderson North Park 10th Add.	\$ 1,557.75
One Billing Solutions	June 2026 Billing-EMS	\$ 1,374.52
One Call Concepts, Inc.	One-Call Service	\$ 118.15
Pavers Inc.	Hot mix asphalt	\$ 2,956.80
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 311.05
Pinnacle Bank	Pool supplies, laptops, conference, gantry crane	\$ 15,170.01
Platinum Pool Service	Commercial pool opening	\$ 773.75
Principal Life Insurance Co.	Life, Vision & Dental Insurance	\$ 1,771.47
Production Creek Specialty Adv	Swim team t-shirts, aquatic center staff clothing	\$ 468.00
Robin L. Hoffman	Parts to repair stethoscope	\$ 79.70
SEND Lincoln Office	Membership & Housing Dues	\$ 3,409.00
TG Technical Services	Air sensors	\$ 660.00
The Voice News	Advertising & Printing	\$ 203.92
U.S. Bank Equipment Finance	Ricoh Copier	\$ 143.95
Uribe Refuse Services	Restroom Rental	\$ 96.00
USA Blue Book	Equivalent lamps	\$ 471.80
Verizon Wireless	Phone Service	\$ 488.72
Visual Edge IT	Copies	\$ 104.18
Whitehead Oil Co.	Fuel	\$ 155.82
Sam's Club	Supplies	\$ 531.74
RecDesk	3 on 3 basketball refund	\$ 100.00
RecDesk	3 on 3 basketball refund	\$ 100.00
RecDesk	Monthly deposit charge	\$ 25.00
RecDesk	Monthly deposit charge	\$ 25.00
RecDesk	Pool Party Refund - Jack Elikier	\$ 500.00
RecDesk	Swimming Lesson Refund - Ariel Hickmon	\$ 200.00
RecDesk	Pool Party Refund - Stephanie Dowding	\$ 500.00
RecDesk	Swimming Lesson Refund - Heather Owsley	\$ 130.00
RecDesk	Pool Party Refund - Michael Bradley	\$ 500.00
Point C	Health Reimbursement Account	\$ 159.45
	Claims Group A Total	\$ 295,001.01

Council Member Jespersen moved to approve Claims Group A in the amount of \$295,001.01. Council Member Ruhter-Engelhardt seconded the motion.

The following Council Members voted "YEA": Jespersen and Ruhter-Engelhardt. The following Council Members voted "NAY": None. With only two Council Members present, Mayor Pascoe voted "YEA" to establish a quorum. 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 Ruhter-Engelhardt seconded the motion.

The following Council Members voted "YEA": Jespersen and Ruhter-Engelhardt. The following Council Members voted "NAY": None. With only two Council Members present, Mayor Pascoe voted "YEA" to establish a quorum. Motion Carried. 3-0.

INTRODUCTION OF RESOLUTIONS

None.

INTRODUCTION OF ORDINANCES

None.

INTRODUCTION OF BUSINESS AND COMMUNICATIONS

None.

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Nielson

City Administrator Fisher reported there was a parks meeting Monday, July 13 and a resident spoke during public comments, sharing ideas how to improve shade trees along the parade route and also tree canopy throughout the community. The committee discussed budget projects for next fiscal year. The pool has started doing disco parties Wednesday nights with \$5.50 admission fee for different programming for the facility, new this year. The last regular day the pool will be open is Sunday, August 9 and then open the next two weekends. The dog swim is scheduled on the final day open Sunday, August 23, already 25 registered. Flag Football registration is open through July 24 with 111 registrants. They are partnering with Toyota again this year to help provide some of the equipment for flag football. Fall soccer registration is open through August 7. Coed pickleball had 12 teams and went well this season. They will finish cutting down the rest of the tree that fell in Sharp Park over the next week. The tennis and basketball courts had new paint and striping done on the surfacing and looks very nice. Games are mostly finished at Lawson Park with a Legion tournament this weekend and sub-state games.

Public Works (Utilities & Street): Council Member Jespersen

Council Member Jespersen reported barricades placed and picked up for Fourth of July parade and block parties. Made repairs to Canongate Rd on the north approach, putting down about 25 tons of hot mix asphalt. Had limited staff the week after the Fourth of July spent primarily on catching up mowing and trimming. Painted crosswalk on Bluff Rd east of N 148th St. New UV system equipment arrived for the wastewater treatment plant. Cleared sucker trees out of Mansfield ditch and along fence lines. Cleaned out the culvert inlets and outlets at Guildford St and Hwy 6, and at Deer Park and Amberly Rd that had silted in. Cut out sucker trees next to headstones at the cemetery.

Public Health (Fire & Safety): Council Member Delahoyde

Fire Chief Hoffman reported over the last two weeks we've had 18 calls for service. We participated in the Fourth of July Parade and also provided traffic control on N 148th and Heywood St before the parade and N 148th and Castlewood St after the parade. We will provide EMS standby this coming weekend at Camp Creek for their annual event. Some really good news: we are getting close to bidding the new fire station. On July 21, we will have a Page-Turn Review with the architects so we will go through every page of the construction documents to ensure nothing is missed. The project documents will go out to bid on August 6, pre-bid conference on August 13, and tentative bid opening September 3. We should have three new member applications for approval soon.

Fiscal and Economic Development: Council Member Ruhter-Engelhardt

Council Member Ruhter-Engelhardt reported WEDC met yesterday. Amanda with SENDD has advertised for her permanent replacement with several qualified applicants received already. We discussed salary and benefits package for the position to prepare for the new hire. The next WEDC meeting is August 10 and the next CRA meeting is July 20.

City Administrator Fisher

City Administrator Fisher reported Cannongate bridge opened up last week, ahead of schedule. The bridge improvements that were made were for the abutments which is basically where the bridge attaches to the ground; that is the county's responsibility. Cannongate Road both sides is the city's responsibility. We have made some patches on that road and we are working with an engineer how best to resurface it,

whether it's asphalt, concrete and mill overlay, or complete reconstruction. Rest-assured, those patches are just to get us through temporarily the rest of the year as we work through the engineering piece of Cannongate. We have hired a new water operator to add to our staff who comes well-trained and starts in August. We are also taking applications for entry-level public works and hope to be completing interviews in the next week or so. The installation of the advance warning signal on the east side on Hwy 6 and N 141st is completed; NDOT will turn on the signal by the end of the week, potentially tomorrow. We are going to be installing an RRFB at 148th and Heywood, by the intermediate school, working through the engineering and getting equipment ordered to have the flashing beacon installed. We are also working on an ordinance with other communities in Lancaster County for e-bikes and scooters and will have a draft to share with the mayor and council here shortly. The streets, water, and sewer are done in Anderson North Park 10th Addition so we have another small phase coming.

Fisher reported this weekend is the Camp Creek annual event and also the garage sales so it will be busy in Waverly. The events are posted on Facebook.

ADJOURNMENT

Council Member Jespersen moved to adjourn the meeting at 6:22 p.m.. Council Member Ruhter-Engelhardt seconded the motion.

The following Council Members voted “YEA”: Jespersen and Ruhter-Engelhardt. The following Council Members voted “NAY”: None. With only two Council Members present, Mayor Pascoe voted “YEA” to establish a quorum. Motion Carried. 3-0.

Abbey L. Pascoe
Mayor

Megan K. Frye
City Clerk/Human Resources Assistant

Claims for Payment: July 15th - 28th, 2026

Group A			
Vendor	Description	Amount	Date Paid
ADP Fees	Payroll Fees		
ADP Fees	Payroll Fees		
ADP Payroll	Payroll	\$ 84,375.61	7/24/2026
Aqua-Chem, Inc.	Pool chemicals	\$ 1,366.40	
Black Hills Energy	Natural gas	\$ 170.07	
Core & Main	Meter & Readout Purchase	\$ 256.80	
Design Wear	Heat press coat	\$ 12.00	
Design Wear	Fire department hats	\$ 644.00	
Design Wear	Fire department t-shirts	\$ 652.00	
Design Wear	Fire department t-shirts	\$ 562.00	
DP Plumbing Co.	Repaired backflow preventer at pool concession building	\$ 1,215.88	
General Traffic Controls Inc.	Light visors school zone flash	\$ 70.00	
Gregg Electric Company	VFD not working	\$ 150.00	
Hawkins, Inc.	Supplies	\$ 10,650.24	
Hippo Equipment	Tires & tire repair	\$ 99.83	
Hometown Leasing	FD Copier	\$ 71.48	
JEO Consulting Group, Inc.	2026 Waverly New Well #12, New Well Siting, Comp. Safety Action Plan	\$ 19,789.00	
John Hancock USA	Retirement	\$ 3,884.80	7/24/2026
Life-Assist, Inc.	Medical Supplies	\$ 224.08	
Lincoln Electric System	Electricity	\$ 671.61	
Matheson Tri-Gas, Inc.	Oxygen bottle rental	\$ 98.47	
Matrix Sciences International	Testing trees for pesticide damage	\$ 926.20	
Medica Health Plan Solutions	Health Insurance	\$ 10,644.88	8/1/2026
Medica Health Plan Solutions	Health Insurance	\$ 10,644.88	8/1/2026
Nadezhda Koval	Cleaning Service	\$ 452.41	
Nebraska Landscape Solutions	Fertilizer & insecticide for trees	\$ 3,427.67	
NE Public Health Environ.Lab	Lab Fees	\$ 1,000.00	
NMC, Inc.	Skid loader hinge assembly	\$ 131.55	
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 292.90	8/10/2026
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 99.40	8/10/2026
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 297.90	8/10/2026
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 346.05	8/10/2026
Quik Dump Refuse	Garbage Service	\$ 803.91	
Rembolt Ludtke LLP	Downtown Redevelopment Plan	\$ 840.00	
Rembolt Ludtke LLP	Legal Fees	\$ 3,000.00	
SavATree	Park tree removal	\$ 2,232.00	
S.E.Rural Fire Protection Dist	EMS Calls	\$ 750.00	
Tennis Courts Unlimited	Tennis court resurfacing, new net post systems & basketball courts	\$ 64,650.00	
TG Technical Services	Replacement sensors	\$ 1,024.22	
U.S. Postmaster	Stamps/Postage	\$ 333.17	
U.S. Bank Equipment Finance	Ricoh Copier Payoff	\$ 9.39	
Union Bank & Trust Co.	HSA Accounts	\$ 2,750.00	8/1/2026
Storage Ninjas	Storage for Engine 34 - F.D. debit card purchase	\$ 155.00	
Sam's Club	Snacks and drinks for Camp Creek EMS Standby	\$ 66.29	
RecDesk	Pool refund - swimming lessons	\$ 50.00	
RecDesk	Pool refund - one daily admission adult	\$ 10.50	
RecDesk	Pool refund - nightly admission adult	\$ 8.50	
	Claims Group A Total	\$ 229,911.09	

Abbey Pascoe, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

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

2011		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026				
January		\$32,992.14	\$29,189.49	\$29,531.36	\$32,688.55	\$32,284.36	\$33,172.54	\$46,014.14	\$41,917.94	\$46,648.43	\$90,625.85	\$103,786.45	\$105,194.37	\$104,708.89	\$125,496.52	\$126,221.23				
February		\$29,537.64	\$30,246.77	\$64,480.25	\$36,940.26	\$41,698.05	\$41,692.99	\$60,599.43	\$46,095.47	\$54,122.85	\$109,289.36	\$116,586.73	\$131,852.76	\$114,253.11	\$133,595.25	\$121,368.26				
March		\$26,920.56	\$26,887.71	\$30,457.12	\$35,161.97	\$35,290.80	\$40,821.47	\$40,219.57	\$42,933.14	\$42,610.56	\$75,928.93	\$99,352.41	\$95,771.88	\$82,176.63	\$123,786.47	\$109,943.19				
April		\$28,796.53	\$28,137.26	\$29,420.11	\$29,176.72	\$30,227.87	\$34,683.45	\$41,461.95	\$34,740.53	\$47,940.60	\$77,700.69	\$111,903.31	\$97,168.62	\$111,029.70	\$101,190.07	\$104,345.70				
May	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84	\$105,729.62	\$109,905.53	\$112,148.66				
June	\$21,243.02	\$32,198.24	\$28,426.22	\$38,672.07	\$31,794.65	\$33,427.73	\$40,781.58	\$45,768.13	\$41,378.54	\$52,572.46	\$99,944.43	\$95,376.36	\$111,660.31	\$96,112.09	\$112,449.89	\$104,372.49				
July	\$25,244.63	\$30,457.75	\$31,952.30	\$39,768.61	\$43,691.63	\$5,327.24	\$45,632.90	\$50,294.37	\$52,805.83	\$45,600.18	\$98,328.54	\$100,142.61	\$106,592.60	\$107,047.20	\$109,031.89	\$125,243.91				
August	\$29,839.16	\$36,192.83	\$33,585.11	\$32,131.22	\$31,226.35	\$44,897.74	\$48,886.02	\$51,641.21	\$50,411.52	\$59,379.70	\$107,707.62	\$121,477.70	\$130,326.31	\$99,092.02	\$124,102.79					
September	\$30,988.54	\$37,130.93	\$34,002.03	\$41,645.33	\$49,711.78	\$36,561.46	\$41,391.36	\$42,353.80	\$50,953.89	\$67,428.76	\$99,848.37	\$104,395.19	\$103,737.29	\$91,604.71	\$124,882.31					
October	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32	\$95,256.32	\$117,354.64					
November	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57	\$102,350.94	\$104,667.52	\$133,623.58					
December	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74	\$102,439.75	\$83,758.65	\$29,331.27					
																		City		Aquatic Ctr
Total Year	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,303,340.99	\$1,195,436.46	\$1,344,750.21	\$803,643.44	\$535,762.56	\$267,880.88		
Monthly Ave	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$108,611.75	\$99,619.71	\$112,062.52	\$114,806.21				

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

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

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

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

2024	JANUARY	76,394.12	9,310.60	-986.54	-2,541.55	82,176.63	12,082.66
2024	FEBRUARY	103,146.31	11,657.40	-340.10	-3,433.91	111,029.70	31,303.95
2024	MARCH	101,023.80	7,990.16	-14.35	-3,269.99	105,729.62	18,011.46
2024	APRIL	89,290.02	9,800.04	-5.43	-2,972.54	96,112.09	16,984.55
2024	MAY	101,290.86	9,067.08	0.00	-3,310.74	107,047.20	25,940.79
2024	JUNE	95,653.49	6,662.89	-159.66	-3,064.70	99,092.02	25,619.52
2024	JULY	87,998.16	6,439.69	0.00	-2,833.14	91,604.71	14,076.87
2024	AUGUST	90,958.63	7,243.76	0.00	-2,946.07	95,256.32	15,569.72
2024	SEPTEMBER	105,512.30	13,132.88	-10,740.52	-3,237.14	104,667.52	21,204.49
2024	OCTOBER	84,153.55	8,735.27	-6,539.70	-2,590.47	83,758.65	16,601.42
2024	NOVEMBER	120,780.83	8,597.03	0.00	3,881.34	125,496.52	22,739.09
2024	DECEMBER	131,604.25	6,273.10	-150.29	-4,131.81	133,595.25	10,951.52
2025	JANUARY	118,540.78	9,103.41	-29.27	-3,828.45	123,786.47	28,771.09
2025	FEBRUARY	91,096.33	13,343.99	-120.66	-3,129.59	101,190.07	17,224.28
2025	MARCH	107,113.04	6,276.11	-84.48	-3,399.14	109,905.53	25,630.17
2025	APRIL	111,272.09	4,690.72	-35.09	-3,477.83	112,449.89	22,174.66
2025	MAY	108,480.84	6,417.81	-2,494.64	-3,372.12	109,031.89	21,232.57
2025	JUNE	119,302.16	8,638.86	0.00	-3,838.23	124,102.79	21,591.29
2025	JULY	117,119.04	13,505.71	-1,880.10	-3,862.34	124,882.31	30,178.66
2025	AUGUST	108,870.25	18,229.43	-6,115.52	-3,629.52	117,354.64	26,196.34
2025	SEPTEMBER	118,365.45	19,427.58	-36.76	-4,132.69	133,623.58	31,172.46
2025	OCTOBER	89,413.05	11,154.22	-70,328.85	-907.15	29,331.27	15,477.33
2025	NOVEMBER	125,474.24	5,095.16	-444.42	-3,903.75	126,221.23	35,912.04
2025	DECEMBER	114,638.44	10,483.48	0.00	-3,753.66	121,368.26	14,189.73
2026	JANUARY	106,217.16	7,321.28	-194.94	-3,400.31	109,943.19	33,025.66
2026	FEBRUARY	102,403.64	6,573.10	-1,403.85	-3,227.19	104,345.70	32,594.85
2026	MARCH	110,202.84	6,741.79	-1,327.45	-3,468.52	112,148.66	19,977.71
2026	APRIL	93,815.69	14,077.15	-292.33	-3,228.02	104,372.49	18,665.46
2026	MAY	121,220.59	8,410.97	-514.13	-3,873.52	125,243.91	22,345.67
2026	JUNE						
	TOTALS			-\$332,572.47		\$11,557,376.69	

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

RESOLUTION NUMBER 26-16

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:

BRIANNA KOSMICKI
TYRA ROSE
TAYLOR WALTERS

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 28TH DAY OF JULY, 2026.

Abbey L. Pascoe
Mayor

ATTEST:

Megan K. Frye
City Clerk/Human Resources Assistant

(SEAL)



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between **City of Waverly** (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Waverly 2026 RRFB (“Project”).

JEO Project Number: **261548.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$27,250 (lump sum)**

Phase 1	\$8,000
Phase 2	\$19,250
Total Fee	\$27,250

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: **City of Waverly**

JEO Consulting Group, Inc.

By: _____

By: **Zac Abrams**

Title: _____

Title: **Traffic Senior Project Manager**

Date Signed: _____

Date Signed: **7/21/2026**

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68505

Project Description:

The City of Wavery intends to install enhanced pedestrian crossing signage with Rectangular Rapid Flashing Beacons (RRFBs) at four existing pedestrian crossings identified through recent safety planning efforts. Because the crossing at N. 148th Street and Heywood Street is a priority for construction, the overall project will be completed in two phases:

Phase 1

- N. 148th Street & Heywood Street

Phase 2

- N. 141st Street & Mansfield Street
- N. 141st Street & Oldfield Street
- N. 141st Street & St. Ronan Street

JEO will prepare construction documents for installation of RRFB systems at each location. The City is anticipated to procure the RRFB equipment directly, with construction completed by a local contractor.

Scope of Services:

Project Management (Included in All Phases):

JEO's Project Manager will serve as the point of contact, maintain the project schedule and budget, coordinate the project team's work, and provide regular progress reports submitted concurrently with invoices.

Deliverables:

1. Monthly progress reports and invoices

Phase 1 – N. 148th Street and Heywood Street

Phase 1 includes preparation of construction documents for installation of an RRFB system at the existing pedestrian crossing located at N. 148th Street and Heywood Street. As the City's priority location, JEO will prepare a stand-alone plan set to facilitate early construction. The design will include field verification of existing conditions, evaluation of any ADA/PROWAG or sidewalk modifications necessary to support the installation and provide an accessible crosswalk, and preparation of plans suitable for contractor construction.

Field Review

JEO will perform a field review to verify existing conditions, including:

- Existing crosswalk configuration
- Sidewalk and curb ramp conditions (including longitudinal and running slopes)
- Utility poles and proposed electrical service location
- Potential RRFB pole locations
- Existing signing and pavement markings

Field observations will determine whether limited sidewalk or ADA/PROWAG improvements are necessary to accommodate the installation. As necessary, minor sidewalk improvements will be incorporated into the plans.

Design Information

JEO will prepare construction documents including:

- Traffic Control Device Layout
- Signing and Pavement Marking Plan
- RRFB Layout and Installation Details
- Electrical Layout
- Foundation Details
- Quantities
- Opinion of Probable Construction Costs

The construction plans will include the latest available aerial photography and any available underground utility information for the base map.

Phase 1 Deliverables

1. RRFB Construction Documents – N. 148th Street and Heywood Street

Phase 2 – N. 141st Street Locations

Phase 2 includes preparation of construction documents for RRFB installations at the remaining three existing pedestrian crossings located at the following intersections:

- N. 141st Street & Mansfield Street
- N. 141st Street & Oldfield Street
- N. 141st Street & St. Ronan Street

JEO will verify existing field conditions at each location and prepare a single construction plan package for the installations, including any ADA/PROWAG or sidewalk modifications identified during design.

Field Review

JEO will perform a field review to verify existing conditions, including:

- Existing crosswalk configuration
- Sidewalk and curb ramp conditions (including longitudinal and running slopes)
- Utility poles and proposed electrical service location
- Potential RRFB pole locations
- Existing signing and pavement markings

Field observations will determine whether limited sidewalk or ADA/PROWAG improvements are necessary to accommodate the installation. As necessary, minor sidewalk improvements will be incorporated into the plans.

Design Information

JEO will prepare construction documents including:

- Traffic Control Device Layout
- Signing and Pavement Marking Plan
- RRFB Layout and Installation Details
- Electrical Layout
- Foundation Details
- Quantities
- Opinion of Probable Construction Costs

The construction plans will include the latest available aerial photography and any available underground utility information for the base map.

If minor sidewalk or ADA/PROWAG improvements are necessary, those improvements will be incorporated into the plans. Services related to the design of curb extensions are not included as part of these sidewalk improvements.

Phase 2 Deliverables

1. RRFB Construction Documents

Project Schedule

The following is the estimated schedule for this Project. The tasks are anticipated to be completed by the dates shown.

Notice to Proceed	7/22/2026
Phase 1: Draft Design Plans	7/30/2026
Phase 1: Final Design Plans	8/7/2026
Phase 2: Draft Design Plans	9/16/2026
Phase 2: Final Design Plans	9/30/2026

Assumptions and Items not included with this scope of services:

- Final procurement and installation will be completed by the City and its contractor.
- Formal bidding documents are not included.
- No assistance obtaining permits will be provided unless otherwise noted in the scope of services
- Construction administration and construction observation services are not included. (can be provided if needed under amendment)
- Design related RFIs are assumed to be included as part of this effort
- Utility design and relocation services are not included unless otherwise noted in the scope of services.
- Public involvement and council presentation services are not included.
- Additional meetings beyond those identified herein are not included.
- Survey, design, and other services related to the design of curb extensions are not included.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of

the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

and defend JEO for any claims that may arise out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals,

and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as

possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

AGREEMENT
BETWEEN
HANNA:KEELAN ASSOCIATES, P.C.
&
CITY OF WAVERLY, NEBRASKA

This **AGREEMENT** is made by and between the **City of Waverly, Nebraska** (hereinafter referred to as the **CITY**) and the consulting firm of **Hanna:Keelan Associates**, of Lincoln, Nebraska (hereinafter referred to as the **Consultant**). The **CITY** hereby engages the services of the **Consultant** to conduct a **Community Planning Program 2027** consisting of a review and update of the **City's Comprehensive Plan and Zoning/Subdivision Regulations**.

I. Scope of Work

1.1 **Consultant's Responsibilities**: The **Consultant** agrees to provide the following services:

- A. Conduct a **Community Planning Program 2027**, consisting of the review and update of the **City's Comprehensive Plan and Zoning/Subdivision Regulations**. The **Scope of Work** for conducting the **Planning Program** is identified in **Attachment A**, included as a part of this **AGREEMENT**.

1.2 **CITY'S Responsibilities**: To facilitate the **Consultant's** accomplishment of the services set forth in paragraph 1.1, above, the **CITY** agrees to provide the following supportive services:

- A. Provide general information required to complete the **Community Planning Program 2027**, including planning and zoning information and input from staff.
- B. Assist **Consultant** in designing and implementing a Community Opinion Survey and scheduling and facilitating meetings in Waverly for the implementation of the proposed Citizen Participation activities, as identified in **Attachment A**.
- C. Upon request by the **Consultant**, the **CITY** will inform the **Consultant** as to the whereabouts of various data/information, necessary to complete the **Community Planning Program 2027**. The collection of other various data/information needs will be the sole responsibility of the **Consultant**.

II. Compensation/Performance

2.1 **Payment for Services**: The **CITY** agrees to pay the **Consultant** a fee of Twenty-Five Thousand Dollars (\$25,000) for services rendered and expenses incurred in performing the responsibilities under this **AGREEMENT**. Payments for services rendered will be made at 25, 50, 75 and 100 percent of completion.

2.2 **Assignment**: This **AGREEMENT** shall not be assigned by the **Consultant** without prior written approval of the **CITY**. In the absences of such written approval, any attempt at assignment shall render this **AGREEMENT** void.

2.3 Indemnity: The **Consultant** agrees to indemnify and hold the **CITY** harmless from all liabilities to third parties proximately caused by the negligent acts or omissions of the **Consultant**, its employees, agents or representatives.

2.4 Time of Performance: The **Consultant** agrees to complete the specified services as described in **Attachment A** of this **AGREEMENT**, within an eight month period. The **CITY** may, at its discretion, extend the time period of this **AGREEMENT** upon good cause shown by the **Consultant**. **Consultant** will provide the **CITY** with an electronic PDF and a hard copy of the completed review and update of the **Comprehensive Plan and Zoning/Subdivision Regulations**.

2.5 Termination: The **CITY** reserves the right to terminate this **AGREEMENT**, with or without cause, upon 10 days written notice to the **Consultant**. In the event of such termination, the **CITY** agrees to compensate the **Consultant** for those items enumerated in Article II above, in an amount equivalent to the reasonable value of services rendered to the date of termination plus the actual expenses incurred.

2.6 Integration: This **AGREEMENT** represents the parties' entire agreement, and the same shall not be modified except in writing, signed by both parties.

2.7 Modification: This **AGREEMENT** may be modified at any time by agreement of both parties in writing.

Signed by authorized representatives of the parties on the dates indicated.

Date

HANNA:KEELAN ASSOCIATES

Date

CITY OF WAVERLY, NEBRASKA

ATTACHMENT A

City of Waverly, Nebraska Community Planning Program 2026

Review and Update the City's Comprehensive Plan & Zoning/Subdivision Regulations.

Scope of Work. Meetings and Discussion Topics.

July 30, 2026, Planning Commission Meeting #1.

- a. Purpose of the Community Planning Program.
- b. Discussion and approval of a Community Survey.
- c. Discussion of "draft" Resolution for a Moratorium on the development of selected land uses during the review and update period.

Date, 2026, Planning Commission Meeting #2.

- a. Review of Community Survey Results.
- b. Recommended Resolution for a Moratorium to the City Council.
- c. Discuss current Demographics in Waverly and Planning Jurisdiction.
- d. Review of Section 3, Community & Economic Preservation & Growth/Development Initiatives.
- e. Review of Section 4, Existing & Future Land Use Planning.

Date, 2026, Planning Commission Meeting #3.

- a. Finalize Recommendations for Items d and e above.
- b. Review current Zoning/Subdivision Regulations.

Date, 2027, Planning Commission Meeting #4.

- a. Recommended Zoning/Subdivision Regulations Revisions.
- b. Discuss Future Housing, Community/Economic Development, Public Facilities, Utilities and Transportation Needs/Demands of Waverly.

Date, 2027, Planning Commission Meeting #5.

- a. Discuss and approve updated Comprehensive Plan and Zoning/Subdivision Regulations and set Public Hearing date.