

**Tentative** Agenda for the WAVERLY CITY COUNCIL MEETING to be held on August 13, 2024 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 25, 2024 City Council Meeting
  - 5.b) \*Minutes of the August 6, 2024 Special Meeting
6. **Consideration of Claims and Financial Reports**
  - 6.a) Claims for payment
  - 6.b) Treasurer's Report and Budget & Expense Report
7. **Introduction of Resolutions**
  - 7.a) Consideration of Resolution 24-14 authorizing the temporary street closure for the Waverly Marching Festival from 9:30 a.m. to 11:00 a.m. on Saturday, September 28, 2023.
8. **Introduction of Ordinances**
  - 8.a) Consideration of the third and final reading of Ordinance 24-06 amending Chapter 111 of the Waverly Municipal Code relating to Special Designated Liquor Licenses.
9. **Introduction of Business and Communications**
  - 9.a) Update on Wells and Water Levels.
  - 9.b) Consideration of approval of granting a noise variance request for a block party on 13460 Montrose Ct. to be held on Friday, August 23, 2024.
  - 9.c) Consideration of Interlocal Agreement with Lincoln Fire and Rescue for Emergency Medical Services from September 1, 2024 through August 31, 2025 in an amount not to exceed \$5,128.88 and authorizing the Mayor to sign the agreement.
  - 9.d) Consideration of the one percent (1%) Restricted Funds Authority increase.
  - 9.e) Consideration of a bid from Christensen Tree Service, Inc for tree removal in an amount not to exceed \$10,000.00.
  - 9.f) Consideration of a bid from Tom Nelson Painting for painting the Fire Station in an amount not to exceed \$19,975.00.

- 9.g) Consideration of agreement with JEO Consulting Group, Inc to complete the Comprehensive Safety Action Plan (CSAP) for the Waverly SS4A Grant in an amount not to exceed \$286,900.00.
- 9.h) Consideration of agreement with SENDD for grant administration of the Waverly SS4A Grant for the Comprehensive Safety Action Plan (CSAP) in an amount not to exceed \$7,500.00.
- 9.i) Consideration of Change Order #2 with K2 Construction for the Eastbourne Street Water Main Improvements to add the Oak Lane and Danvers Street Water Main Improvements construction in an amount not to exceed \$901,570.00.
- 9.j) Consideration of Amendment #1 from JEO Consulting Group, Inc for the Oak Lane and Danvers Street Water Main Improvement Project

**10. Committee Reports**

- 10.a) Human Services (Park & Recreation): Council Member Jespersen
- 10.b) Public Works (Utilities & Street): Council Member Nielson
- 10.c) Public Health (Fire & Safety): Council Member Pascoe
- 10.d) Fiscal and Economic Development: Council Member Hummel
- 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 are for non-agenda items only.
- (3) Remarks shall be limited to five (5) minutes.

## **MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON JULY 25, 2024**

### **CALL TO ORDER**

Mayor Bill Gerdes called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes and Council Members Abbey Pascoe, Aaron Hummel, and David Jespersen were in attendance. Council Member Dave Nielson was absent. Other City Officials present were City Administrator Stephanie Fisher and City Attorney Mark Fahleson. 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 Pascoe moved to adopt the Agenda as presented. Council Member Hummel seconded the motion.

The following Council Members voted "YEA": Pascoe, Hummel, and Jespersen. The following Council Members voted "NAY": None. Motion carried. 3-0.

### **CONSENT AGENDA**

**Minutes of the July 9, 2024 City Council Meeting.**

**Minutes of the July 16, 2024 Budget Workshop.**

**Consideration of right of way request from Unite Private Networks for a fiber optic service drop in an area generally located near the water tower at 9821 N 148<sup>th</sup> St.**

**Consideration of right of way request from OPTK Networks for fiber optic cable placement in an area generally located along N 141<sup>st</sup> Street from city limits to Oldfield Street and along Oldfield Street to Canongate Road / N 134<sup>th</sup> St and then along N 134<sup>th</sup> Street to Hwy 6.**

**Consideration of right of way request from ALLO Communications LLC for fiber optic communication facilities in an area generally located at Highway 6 and Deer Park Road and at Highway 6 and N 148<sup>th</sup> Street.**

Council Member Pascoe moved to approve the Consent Agenda. Council Member Hummel seconded the motion.

The following Council Members voted "YEA": Hummel, Jespersen, and Pascoe. The following Council Members voted "NAY": None. Motion carried. 3-0.

### **PROCLATIONS AND PRESENTATIONS**

None.

### **SHERIFF'S REPORT**

No report given.

### **PUBLIC COMMENTS**

None.

### **APPROVAL OF MINUTES**

Consent agenda.

**CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS****Claims for payment.**

<b>Claims for Payment: July 10<sup>th</sup> – 25<sup>th</sup>, 2024</b>		
<b>Group A</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
ADP Fees	Payroll Fees	\$ 273.51
ADP Payroll	Payroll	\$ 63,545.62
Aqua-Chem, Inc.	Pool chemicals	\$ 2,688.55
Bauer Built	Skid steer tires	\$ 2,110.12
Blue Cross Blue Shield NE	Health Insurance	\$ 11,018.16
Brainard Heating & Air	WWTP air conditioner, air bear filter	\$ 8,700.00
Carquest Auto Parts	Supplies (credit balance)	\$ - 3.00
Core & Main	Meter & Readout Purchase	\$ 1,112.11
CWorks Inc.	Fleet management software	\$ 600.00
Davidson Plbg. & Welding Inc.	Backflow tests	\$ 225.00
Dearborn National	Life & AD&D Insurance	\$ 80.55
Delta Dental of Nebraska	Dental Insurance	\$ 560.19
Eakes Office Plus	Supplies	\$ 499.98
Consolidated Elect. Distributor	VFD keypads	\$ 450.00
Fabrication Unlimited	Pool slide custom railing	\$ 6,100.00
General Traffic Controls Inc.	Traffic signal bulbs	\$ 609.00
Gregg Electric Company	A/C unit electrical materials	\$ 851.91
gWorks	50 Additional FD Public Users	\$ 168.00
Hawkins, Inc.	Supplies	\$ 3,852.30
Hometown Leasing	FD Copier	\$ 71.48
JEO Consulting Group, Inc.	Waverly 2024 Buildings Study	\$ 950.00
John Hancock USA	Retirement	\$ 2,858.22
Kevin LaPage	Repair services	\$ 1,170.00
Kriha Fluid Power Co., Inc.	Hose assy w/fittings	\$ 255.81
Lee Sapp Ford	Ford F350 repair	\$ 1,121.24
Life-Assist, Inc.	Medical Supplies	\$ 236.40
Lincoln Electric System	Electricity	\$ 6,572.86
Lincoln Lock & Safe	Pool keys	\$ 137.72
Lincoln Winwater Works Co	Supplies	\$ 197.67
MacQueen Emergency	Fire Dept gear-supplies	\$ 9,114.80
Maguire Iron, Inc.	Water tower-5 year inspection	\$ 2,250.00
McMaster-Carr Supply Co.	Battery & American flags	\$ 281.19
Menards-Lincoln North	Supplies-fire dept	\$ 86.12
Missy Meyer	Pool party deposit refund	\$ 100.00
Nadia Koval	Cleaning Service	\$ 399.30
Nebraska Dept of Revenue	Lottery Tax	\$ 18,353.00
Nebraska Dept. of Environment	WWTP Test: Andrew-Grade II; Chad-Grade I	\$ 300.00
NE Public Health Environ. Lab	Lab Fees	\$ 111.00
NWEA	WWTP Training: Andrew-Grade II; Chad-Grade I	\$ 1,100.00
Paul Davis Restoration, Inc.	Laundrying Bunker Gear	\$ 100.00
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 122.05
Production Creek Specialty Adv	Employee clothing, pool manager apparel	\$ 39.00
Quik Dump Refuse	Garbage service	\$ 678.53
Rembolt Ludtke LLP	Legal Fees, dog complaint	\$ 3,751.50

Richard Norton	Pool party refund	\$ 300.00
Stephenson Truck Repair, Inc.	Waverly 30 Repairs	\$ 3,480.00
The Voice News	Advertising & Printing	\$ 255.54
U.S. Postmaster	Stamps/Postage	\$ 610.42
Union Bank & Trust Co.	HSA Accounts	\$ 2,500.00
USA Blue Book	Supplies	\$ 453.36
Verizon Wireless	Phone Service	\$ 324.43
Storage Ninjas - Waverly	Storage for Engine 34	\$ 132.00
<b>Claims Group A Total</b>		<b>\$ 161,855.64</b>

Council Member Pascoe moved to approve Claims Group A in the amount of \$161,855.64. Council Member Hummel seconded the motion.

The following Council Members voted “YEA”: Jespersen, Pascoe, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 3-0.

### **KENO REPORT AND SALES TAX REPORT**

Provided for information.

### **INTRODUCTION OF RESOLUTIONS**

None.

### **INTRODUCTION OF ORDINANCES**

#### **Consideration of the third and final reading of Ordinance 24-04 to amend the Waverly Zoning Regulations, Article 5, Relating to Special and Overlay Districts, FP Salt Creek Valley Floodplain/Floodway Overlay District.**

Council Member Pascoe moved to approve the third and final reading of Ordinance 24-04 to amend the Waverly Zoning Regulations, Article 5, Relating to Special and Overlay Districts, FP Salt Creek Valley Floodplain/Floodway Overlay District. Council Member Jespersen seconded the motion.

Mayor Gerdes read Ordinance 24-04 by title:

#### **ORDINANCE 24-04**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO AMEND THE WAVERLY ZONING REGULATIONS, ARTICLE 5, RELATING TO SPECIAL AND OVERLAY DISTRICTS, FP SALT CREEK VALLEY FLOODPLAIN/FLOODWAY OVERLAY DISTRICT.

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

Section 1. Whereas, that section 11.531, a., contained within Article 5 of the Waverly Zoning Regulations be amended to read as follows:

- a. This ordinance shall apply to all lands within the jurisdictions of the City of Waverly identified on the Flood Insurance Rate Map (FIRM) panels 31109C0216F dated February 18, 2011 and 31109C0210G, 31109C0215G, 31109C0217G, 31109C0218G, 31109C0219G, and 31109C0240G dated April 16, 2013 as Zones A, A1-30, AE, AO, or AH and within the Zoning Districts FW and FF established in Section 11.533 of this ordinance. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit to develop, granted by the floodplain administrator or the

governing body under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 11.534, 11.535, and 11.536.

Section 2. Whereas, that section 11.533, contained within Article 5 of the Waverly Zoning Regulations be amended to read as follows:

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study 31109CV001B, 31109CV002B, 31109CV003B dated April 16, 2013 and on accompanying FIRM panels as established in Section 11.531. Within these districts all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

Section 3. Whereas, that section 11.534, c., contained within Article 5 of the Waverly Zoning Regulations be amended to read as follows:

- c. Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.

Section 4. Whereas, that section 11.535, b., 8. & 9., contained within Article 5 of the Waverly Zoning Regulations be amended to read as follows:

8. Wet-floodproofing for Agricultural Structures by Variance
  - a. When owners elect to wet floodproof agricultural structures, the structure shall:
    - (1) Be anchored to resist flotation, collapse, and lateral movement.
    - (2) Have flood damage-resistant materials below the base flood elevation in compliance with the definition in Section 11.540 "Flood damage resistant materials"
    - (3) Have mechanical, electrical, and utility equipment elevated to or above one (1) foot above the base flood elevation or floodproofed so that below one (1) foot above the base flood elevation they are:
      - (a) Watertight and substantially impermeable to the passage of water; and,
      - (b) Capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 11.532.

- (4) Have flood openings in compliance with the requirements below:
  - (a) The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
    - 1) A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,

- 2) The bottom of all openings shall not be higher than one (1) foot above grade, and
  - 3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
- (5) If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.
9. Accessory Structures
- a. Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:
    - (1) The structure shall not be used for human habitation.
    - (2) The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.
    - (3) The floor area shall not exceed 800 square feet.
    - (4) The structure shall have a low damage potential.
    - (5) The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.
    - (6) The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
      - (a) A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,
      - (b) The bottom of all openings shall not be higher than one (1) foot above grade, and
      - (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
    - (7) No utilities shall be installed except electrical fixtures in the structure, which must be elevated to or above one (1) foot above the base flood elevation or floodproofed so that below one (1) foot above the base flood elevation they are:
      - (a) Watertight and substantially impermeable to the passage of water; and,
      - (b) Capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy

Section 5. Whereas, that section 11.537, 3., 4. & 5., contained within Article 5 of the Waverly Zoning Regulations be amended to read as follows:

3. Agricultural structures:

- a. A variance is authorized to be issued for the construction or substantial improvement of agricultural structures provided the requirements of this section and the following are satisfied:
  - (1) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
  - (2) Has low damage potential (amount of physical damage, contents damage, and loss of function).
  - (3) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
  - (4) Complies with the wet floodproofing construction requirements of paragraph 5.2(C) of this ordinance.
4. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in Section 19-912, R.R.S. 1943.
5. In passing upon such applications, the Waverly Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:
  - a. The danger that materials may be swept onto other lands to the injury of others;
  - b. The danger to life and property due to flooding or erosion damage;
  - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - d. The importance of the services provided by the proposed facility to the community;
  - e. The necessity to the facility of a waterfront location, where applicable;
  - f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - g. The compatibility of the proposed use with existing and anticipated development;
  - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - j. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
  - k. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

Section 6. Whereas, that section 11.540, contained within Article 5 of the Waverly Zoning Regulations be amended to add definitions to read as follows:

ADD: **“Accessory Structure”** means a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as *“appurtenant structure.”*

ADD: **“Agricultural Structure”** for floodplain management purposes, means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

ADD: ***“Flood Damage Resistant Material”*** means any building product [material, component or system] capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage.

Section 7. That any ordinance in conflict with this ordinance is hereby repealed.

Section 8. 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 25<sup>TH</sup> DAY OF JULY, 2024.

The following Council Members voted “YEA”: Pascoe, Hummel, and Jespersen. The following Council Members voted “NAY”: None. Motion carried. 3-0.

**Consideration of the second reading of Ordinance 24-06 amending Chapter 111 of the Waverly Municipal Code relating to Special Designated Liquor Licenses.**

Council Member Pascoe moved to approve the second reading of Ordinance 24-06 amending Chapter 111 of the Waverly Municipal Code relating to Special Designated Liquor Licenses. Council Member Hummel seconded the motion.

Mayor Gerdes read Ordinance 24-06 by title.

The following Council Members voted “YEA”: Hummel, Jespersen, and Pascoe. The following Council Members voted “NAY”: None. Motion carried. 3-0.

**INTRODUCTION OF BUSINESS AND COMMUNICATIONS**

**Consideration of Change Order No. 1 for the 2020 Water Main Improvement project on Eastbourne St and N 147<sup>th</sup> St, from N 143<sup>rd</sup> St to Castlewood St, with K2 Construction.**

Council Member Pascoe moved to approve Change Order No. 1 for the 2020 Water Main Improvement project on Eastbourne St and N 147<sup>th</sup> St, from N 143<sup>rd</sup> St to Castlewood St, with K2 Construction.

Council Member Hummel seconded the motion.

Council Member Jespersen provided clarification, stating this is an extension. City Administrator Fisher added it is just a few more days.

The following Council Members voted “YEA”: Jespersen, Pascoe, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 3-0.

**COMMITTEE REPORTS**

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

Council Member Jespersen reported they have been out trimming and mulching trees in Wayne Park, also keeping up on weed trimming and field maintenance and weed control. Legion Baseball has a senior area tournament going through the week. Coed Softball games are on Wednesday nights in Lawson. Flag football deadline was last Friday and fall soccer deadline is coming up. Field 5 construction is still underway, and the irrigation has been completed. The pool’s last day is Sunday, August 11. The good news is they are booked with pool parties every day up until end of season. They are doing a theme week from 6-8 p.m. every night so they are hoping to have a great turnout and have some extra fun with that.

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

Council Member Pascoe reported they finished sweeping streets after the 4<sup>th</sup> of July. Did locates for three new headstones in the cemetery. Sent out the 385 water service verification letters for older homes for the nationwide lead service line ID. Did a shutdown of the Alvo Road water main so Well #7 could be tied into the water main. Pushed up the tree branch pile at the landfill. Had to do two water shutdowns on Eastbourne Street for 2 water service line hits. Eastbourne Street water main is now being hooked to the

remaining houses and will be tied into the Castlewood main on Monday. Picked up the sheet piles for the repair of the Riley Addition storm sewer outfall that has eroded away. The wastewater level sensor failed, and we replaced it with a new one we had on the shelf which monitors the wet well level to turn on and off the incoming pumps. The traffic light at N 141<sup>st</sup> St is in constant crosswalk mode, we changed out two Ped buttons, however it is still in crosswalk mode, so we are waiting for assistance from the NDOT traffic light division. Trimmed weeds around the Welcome to Waverly signs, along with the N 144<sup>th</sup> St retention basin. Filled animal holes in the dry dam with Zoning Administrator Palm and Public Works Worker Thode, about 20 holes. Piled up cornstalks at dry dam inlet structure in preparation to haul them away from the dam. LES had to shut the power to the WWTP for 6 hours on Wednesday to install a new power pole to a irrigation pivot on N 148<sup>th</sup> St and we had the electricians temporary wire the MCC so we could run at least one blower and pumps, to keep the WWTP plant running. Normally the backup generator was only wired to run the wet well pumps.

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

Council Member Pascoe reported there have been 264 calls in 207 days. They have been busy with a lot of standbys. Fire Chief Rains wants to let everyone know that he is very happy with all the teamwork with an incident that happened at the Aquatic Center. All the teamwork and training that went between the first responders and the lifeguards and staff at the pool went into action and it was great—lots of teamwork there.

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

No report.

#### **City Administrator Fisher**

City Administrator Fisher reported we had a walk-through at the Aquatic Center with two representatives from the Land and Water Conservation Fund, which we have the \$400,000 grant for, so they had to do a walk-through and Treasurer Cadwell and I are gathering all the documentation that we need to do to submit for our reimbursement on that grant. On Tuesday night, there was a Suburban Fire District meeting, and they are proposing to build the new fire station so in the near future, we would like to schedule a joint meeting between the City and the Suburban Fire District for a working session to talk through some pros and cons about that proposal. We had a meeting with the broker for our health insurance plan to go over some of the health insurance policies and we will see a very large increase in our health care this year. Disaster Preparedness Manager Spoor, EMS Coordinator Hoffman, Mayor Gerdes, and I had a recent meeting on the Emergency Operations Plan. Spoor has been working on that, so we had a meeting to review that plan and make a couple of updates before we present it to Council for approval. Last Tuesday night, the Board of Adjustment met and Randy Colton had applied for a variance request to rebuild a large machine shed that was destroyed by the tornadoes. The BOA approved that variance request conditioned that the Council approves Ordinance 24-04. He will be notified his variance is acceptable. We received the LFR contract, which will go on the Council Agenda for August 13.

#### **ADJOURNMENT**

Council Member Pascoe moved to adjourn the meeting at 6:11 p.m. Council Member Hummel seconded the motion.

The following Council Members voted “YEA”: Pascoe, Hummel, and Jespersen. The following Council Members voted “NAY”: None. Motion carried. 3-0.

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William D. Gerdes, Mayor

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Megan K. Frye, City Clerk/Deputy Treasurer

## **MINUTES OF A WAVERLY SPECIAL MEETING HELD ON AUGUST 6, 2024**

### **CALL TO ORDER**

Mayor Bill Gerdes called the meeting to order at 5:01 p.m. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes and Council Members Abbey Pascoe, Dave Nielson, Aaron Hummel, and David Jespersen were in attendance. Other City Officials present were City Administrator Stephanie Fisher and City Clerk Megan Frye. Others present were HBE representative Carmen Standley and City of Waverly employee Chad Hartwick. 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).

### **CONSIDERATION OF EMPLOYEE HEALTH CARE POLICY**

Council Member Pascoe moved to approve the consideration of employee health care policy.

City Administrator Fisher advised the Blue Cross Plan premiums raised 59% and will impact some employees more than others. Fisher stated Medica has the best plan options available right now and shared plans in detail. Fisher advised current deductibles will transfer over to the new Medica policy. Discussion of insurance options. Council Member Pascoe suggested allowing time to review further options available, with other carriers.

Public Works employee Chad Hartwick made comments on the new insurance policies the negative impact on employees. Hartwick said thank you for the option of insurance and benefits and thank you for allowing me to work for you. Hartwick asked Council Members to consider employee costs to avoid losing more employees and advised families are impacted more by these policies.

Council Member Pascoe stated employees should have a choice with both the Co-Pay and HSA option. Mayor Gerdes shared other cities' premiums and Fisher stated we are an outlier on employee contribution percentage.

Council Member Pascoe moved to amend the motion and approve the Medica Choice National NE 1500-30-60-30% with 100% Preventative Rx Gol (Co-Pay Plan) and Medica Choice National NE 3200-0% HSA with 100% Preventative Rx Gold (HSA Plan) employee health care policies with 15% employee contribution. Council Member Nielson seconded the motion.

On motion to amend, the following Council Members voted "YEA": Pascoe, Nielson, Hummel, and Jespersen. The following Council Members voted "NAY": None. Motion Carried. 4-0.

On original motion, as amended, the following Council Members voted "YEA": Nielson, Hummel, Jespersen, and Pascoe. The following Council Members voted "NAY": None. Motion Carried. 4-0.

### **BUDGET WORKSHOP WITH CARMEN STANDLEY, HBE.**

City Administrator Fisher and HBE representative Standley discussed projects and budget items for each department with the Mayor and Council Members. Discussion of 1% hearing.

### **ADJOURNMENT**

Council Member Pascoe moved to adjourn the meeting at 6:46 p.m. Council Member Nielson seconded the motion.

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

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William D. Gerdes, Mayor

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Megan K. Frye, City Clerk/Deputy Treasurer

**Claims for Payment: July 26th - August 13th, 2024**

Group A			
Vendor	Description	Amount	Date Paid
Elizabeth Lee Gregg	Utility Deposit Refund	\$ 100.00	
Glenda & Justin Hille	Utility Deposit Refund	\$ 100.00	
Ryan Meston	Utility Deposit Refund	\$ 100.00	
Patrick & Lisa Prewitt	Utility Deposit Refund	\$ 100.00	
Betty Skanes	Utility Deposit Refund	\$ 100.00	
Mark & Candace Smith	Utility Deposit Refund	\$ 100.00	
ADP FEES	Payroll Fees	\$ 216.35	8/2/2024
ADP FEES	Payroll Fees	\$ 267.99	8/2/2024
ADP FEES	Payroll Fees	\$ 267.99	8/16/2024
ADP PAYROLL	Payroll	\$ 63,966.79	8/9/2024
Allo Communications	Phone/Internet Services	\$ 446.38	
ANOVA (dba Upbeat)	Commemorative Park Bench	\$ 1,897.33	
AQUA-CHEM, INC.	Pool chemicals	\$ 598.00	
Armor Equipment	Sewer jetter	\$ 90,783.00	
AWS Well Company	Lawson Park well service	\$ 493.38	
Barco Municipal Products Inc.	Posts & mount bases	\$ 283.74	
Black Hills Energy	Natural gas	\$ 145.83	
Boecker's Wreckers	Tow charge	\$ 300.00	
Brad Pfeiffer	Flag football refund	\$ 55.00	
Brainard Heating & Air	Lawson Park concession a/c	\$ 555.00	
CARQUEST AUTO PARTS	Brake cleaner, oil filter	\$ 28.77	
CHASE BANK	2016 Var Purp Bond & Interest	\$ 35,997.50	8/15/2024
Christine Luethje	Flag football refund	\$ 85.00	
COLONIAL LIFE	Insurance	\$ 43.92	
DATAVIZION, LLC	VizionCare Complete, Microsoft 365 Business	\$ 1,515.00	
DEARBORN NATIONAL	Life & AD&D Insurance	\$ 277.45	
EAKES OFFICE PLUS	FD copier contract billing	\$ 41.09	
Elliot Equipment Co.	Gutter broom set	\$ 264.86	
Emma Loseke	Soccer Refund	\$ 40.00	
Fidelity Security Life Insuran	Vision Insurance	\$ 111.86	
Fireguard, LLC	Refill fire extinguisher	\$ 230.00	
GARY & ELAINE MORRIS	Buy back cemetery plots	\$ 400.00	
GREGG ELECTRIC COMPANY	Generator sewage plan, change out breaker at pool	\$ 1,813.69	
H.R. BOOKSTROM CONSTRUCTION	Storm sewer flow liner	\$ 607.50	
HAWKINS, INC.	Supplies	\$ 2,718.90	
HEARTLAND COMMUNICATIONS	City office & FD phone lines	\$ 2,490.00	
HORIZON BANK	Monthly ACH Fees	\$ 10.00	8/15/2024
IWORQ	Software Management & Support	\$ 5,500.00	
Jason Vanek	Flag football refund	\$ 85.00	
Jason Viergutz	Flag football refund	\$ 85.00	
JEO CONSULTING GROUP, INC.	Water Main Construction Services, Water & Sewer Rate Study	\$ 33,351.25	
JOHN DEERE FINANCIAL	Mower filters	\$ 153.80	
JOHN HANCOCK USA	Retirement	\$ 2,785.05	8/9/2024
K & J Elite Sports Turf	Lawson-SB Field 5 Addition	\$ 24,100.00	
K & J Elite Sports Turf	Lawson-SB Field 5 Addition	\$ 21,818.00	
K2 CONSTRUCTION	Eastbourne Water Main Project	\$ 212,250.90	
Kayla Hunt	Flag football refund	\$ 55.00	
Kevin LaPage	Supply temp power-control room, #3 blower drive, well #5 circuit	\$ 3,105.00	
LANCASTER CO SHERIFF OFFICE	August 2024	\$ 35,186.00	
Land Services, LLC	Drainage easements-Riley Addition	\$ 1,900.00	
LANDSCAPE ALTERNATIVES	Parks tree/landscape services, street tree services	\$ 2,625.00	
LARM	545 Trailer w/Sewer Equipment	\$ 94.29	
LEAGUE OF NE MUNICIPALITIES	Utilities Membership Dues	\$ 1,447.00	
LEAGUE OF NEBR MUNICIPALITIES	League Membership Dues	\$ 22,811.00	
LIFE-ASSIST, INC.	Medical Supplies	\$ 134.22	
LINCOLN ELECTRIC SYSTEM	Electricity	\$ 22,638.03	
LINDSEY SCHMIDT	Pool refund	\$ 29.00	
MacQueen Emergency	Fire truck repair	\$ 848.18	
MAMMOTH STATION	Fuel	\$ 713.96	
MATHESON TRI-GAS, INC.	Oxygen	\$ 634.84	
MENARDS-LINCOLN NORTH	Water & shop supplies, dryer vent, exhaust hood, clamps	\$ 101.92	
MIDWEST LABORATORIES, INC	Lab fees	\$ 869.36	
NEBRASKA DEPT REVENUE WASTE	Utility Sales Tax	\$ 8,404.91	8/20/2024
NEBRASKA DEPT OF REVENUE	FD Lottery/Raffle Fee & Permit	\$ 90.00	
Neb.Municipal Clerks' Assoc.	Membership Dues-Megan	\$ 100.00	
NICK MADSEN	Soccer refund	\$ 40.00	
One Billing Solutions	Feb-April 2024 Billing-EMS	\$ 415.43	
One Billing Solutions	May-July 2024 Billing-EMS	\$ 3,232.52	
ONE CALL CONCEPTS, INC.	One-Call Service	\$ 120.22	
Pepsi-Cola of Lincoln	Aquatic Center concessions	\$ 150.15	8/12/2024
PINNACLE BANK	Pool concessions, truck repair, pool & park supplies, mound packing clay	\$ 6,793.81	
REMBOLT LUDTKE LLP	Cemetery, dog complaint, legal fees	\$ 3,227.50	
Rieschick Drilling Co.	Well 7 Rehabilitation	\$ 319,104.83	
Ryan Lawn and Tree	Sprinkler repair	\$ 2,237.81	
Shannon Ore	Flag football refund	\$ 55.00	
SMALL ENGINE SPECIALISTS	Trimmer & edger repair	\$ 258.17	
S.E.Rural Fire Protection District	EMS calls	\$ 1,000.00	
Stingray Technology Services	Pool software supplies	\$ 450.78	
THE VOICE NEWS	Advertising & Printing	\$ 384.78	
THIELE GEOTECH, INC.	Water main improvements-Eastbourne	\$ 1,711.00	
U.S.BANK EQUIPMENT FINANCE	Ricoh Copier	\$ 143.95	
Uribe Refuse Services	Restroom Rental	\$ 47.32	
USA BLUE BOOK	Chlorine reagent set, PVC inline 2" meter	\$ 1,548.59	
VERIZON WIRELESS	Phone Service	\$ 339.85	
VESSCO, INC	Pumpheads	\$ 1,054.12	
Visual Edge IT	Copies	\$ 176.01	
WINDSTREAM	Phone Service-Fire	\$ 241.50	8/14/2024
WINDSTREAM	Phone Service	\$ 113.47	8/14/2024
<b>Claims Group A Total</b>		<b>\$ 952,315.84</b>	

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
10-00-1000	CASH IN BANK - GENERAL	580.97-	77,691.15
10-00-1007	CASH IN BANK - MMA	78,085.24	884,422.72
10-00-1010	CASH AT COUNTY TREASURER	.00	20,350.49
11-00-1000	CASH IN BANK - CITY SALES TAX	71,364.84	71,364.84
11-00-1007	CASH IN BANK - MMA	3,010.11	862,885.52
11-00-1035	CD #19806 SALES TAX	.00	1,843,996.47
11-00-1036	CD #738 SALES TAX	.00	777,956.16
12-00-1000	CASH IN BANK - STREET	22,446.39-	34,309.68
12-00-1007	CASH IN BANK - MMA	55,841.43	814,532.50
13-00-1000	CASH IN BANK - POOL	30,852.31	81,860.59
13-00-1007	CASH IN BANK - MMA	1,850.10	530,356.29
13-00-1016	CASH IN BANK-NE CLASS	2,069.31	463,476.77
13-00-1030	CASH IN BANK-AQUATIC CENTER	7.34	4,107.95
14-00-1000	CASH IN BANK - PARK	1,141.27	54,371.06
14-00-1002	PARK & REC FUND	.00	.00
14-00-1003	PARK & REC SCHOLARSHIP ACCT	.19	903.32
14-00-1007	CASH IN BANK - MMA	437.68	974.95
14-00-1016	CASH IN BANK-NE CLASS	40,504.91-	184,117.40
15-00-1000	CASH IN BANK - ARPA	262.28	300.00
15-00-1007	CASH IN BANK - MMA	39,614.77-	521,584.94
16-00-1000	CASH IN BANK - FIRE DEPT.	8,194.04	28,862.94
16-00-1007	CASH IN BANK - MMA	100,744.20	213,334.59
17-00-1000	CASH IN BANK - BURN PERMIT CC	20.00	40.00
17-00-1012	CASH IN BANK-FIRE DONATION	705.17	5,770.66
17-00-1016	CASH IN BANK - NE CLASS	200.38	44,880.42
18-00-1000	CASH IN BANK - FIRE EQUIP FUND	.00	.00
18-00-1001	CASH IN BANK-FIREEQUIP HORIZON	10,686.90	38,555.24
18-00-1007	CASH IN BANK - MMA	46.06	13,202.81
18-00-1016	CASH IN BANK - NE CLASS	969.69	217,187.79
18-00-1030	CD# 19609 FIRE EQUIP	.00	.00
19-00-1000	CASH IN BANK-BUILDING & ZONING	2,129.23-	5,823.95
19-00-1007	CASH IN BANK - MMA	677.37	194,176.98
20-00-1000	CASH IN BANK - WATER	17,572.42	39,642.82
20-00-1007	CASH IN BANK - MMA	5,210.29	1,493,598.41
21-00-1000	CASH IN BANK - SEWER	18,863.13-	39,430.86
21-00-1004	2010 BOND RESERVE	.00	.00
21-00-1007	CASH IN BANK - MMA	109,559.91	2,740,471.68
21-00-1009	2012 BOND RESERVE	.00	.00
21-00-1030	CD# 832 SEWER	.00	29,167.83
21-00-1031	CD #4048 SEWER FSB	.00	367,137.85
21-00-1033	CD #19643 SEWER HORIZON	.00	525,751.58
21-00-1034	CD #19805 SEWER HORIZON	.00	526,856.14
21-00-1037	CD #19739 SEWER HORIZON	.00	1,037,274.87
22-00-1000	CASH IN BANK- CBDG FUNDS	47,342.50	.00
23-00-1000	CASH IN BANK - COUNTY BOND	.00	.00
23-00-1003	CASH IN BANK-COUNTY BOND MM	10,873.48	20,119.08
23-00-1008	COP TRUST RESERVE	.00	.00
23-00-1010	CASH AT COUNTY TREASURER	.00	6,082.95
23-00-1016	CASH IN BANK - NE CLASS	467.51	104,710.76

**TRIAL BALANCE**  
**CALENDAR 7/2024, FISCAL 10/2024**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
24-00-1000	CASH IN BANK - TIF H	.00	.00
24-00-1017	CASH IN BANK-NOTE H TSC DISTR	18.50	51.57
25-00-1000	CASH IN BANK- TIF I	.00	.00
25-00-1018	CASH IN BANK-NOTE I TSC RETAIL	14.01	37.04
26-00-1000	CASH IN BANK - TIF C	.00	.00
26-00-1010	CASH AT COUNTY TREASURER	.00	.00
26-00-1019	CASH IN BANK-NOTE C MBA POUL A	.00	.00
27-00-1000	CASH IN BANK - TIF D	.00	.00
27-00-1010	CASH AT COUNTY TREASURER	.00	.00
27-00-1020	CASH IN BANK-NOTE D MBA POUL B	.00	.00
28-00-1000	CASH IN BANK - CEMETERY	3,722.04-	1,412.01
28-00-1007	CASH IN BANK - MMA	96.48	27,657.35
28-00-1011	CASH IN BANK-ROSEHILL MMA	20.69	11,577.44
28-00-1031	CD #3133 CEMETERY FSB	.00	68,483.29
29-00-1000	CASH IN BANK - KENO	.00	.00
29-00-1005	CASH IN BANK-LOTTERY PRIZE MMA	140.07	78,386.14
29-00-1006	CERTIFICATE OF DEPOSIT	.00	.00
29-00-1013	CASH IN BANK-KENO OPERAT ACCT	54,970.02-	39,916.35
29-00-1014	CASH IN BANK-FIXED KENO ACCT	71,612.47-	34,624.81
29-00-1016	CASH IN BANK - NE CLASS	122,750.18	697,223.64
29-00-1030	CD #0065 KENO PINNACLE	.00	.00
30-00-1000	CASH IN BANK - TIF E	.00	.00
30-00-1021	CASH IN BANK-NOTE E WATTS ELEC	.00	3.27
31-00-1000	CASH IN BANK - PAYROLL	.00	.00
32-00-1000	CASH IN BANK - TIF F	.00	.00
32-00-1022	CASH IN BANK-NOTE F KAMKERTER	.00	4.84
33-00-1000	CASH IN BANK - TIF G	.00	.00
33-00-1010	CASH AT COUNTY TREASURER	.00	632.63
33-00-1016	CASH IN BANK - NE CLASS	4,594.82	1,029,133.40
33-00-1023	CASH IN BANK-NOTE G BUCKET B	.00	28,404.70
34-00-1000	CASH IN BANK - TIF J	.00	.00
34-00-1010	CASH AT COUNTY TREASURER-TIF J	.00	3,479.43
34-00-1024	CASH IN BANK-NOTE J VASEK ENT	.00	.25
35-00-1000	CASH ACCOUNT - ADMIN W/H	.00	.00
35-00-1016	CASH IN BANK - NE CLASS	674.06	150,973.41
35-00-1025	CASH IN BANK-ADMIN W/H FUNDS	.01	64.38
36-00-1026	CASH IN BANK-TIF K WOODSTOCK	.00	1.73
37-00-1028	CASH IN BANK-NOTE L NW ELECTR	.03	590.73
38-00-1045	FIRE/RESCUE/LOTTERY/RAFFLE	1.28	6,027.77
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	PROOF	432,058.22	17,100,329.19
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**TREASURER'S REPORT**  
**CALENDAR 7/2024, FISCAL 10/2024**

ACCT	TITLE	LAST REPORT ON HAND	DISBURSED	RECEIVED	CHANGE IN LIABILITY	BALANCE
10	GENERAL	904,960.09	54,184.05	131,698.32	10.00-	982,464.36
11	CITY SALES TAX	3,481,828.04	.00	74,374.95	.00	3,556,202.99
12	STREET	815,447.14	25,963.06	62,158.64	2,800.54-	848,842.18
13	POOL	1,045,022.54	71,512.12	106,066.92	224.26	1,079,801.60
14	PARK	279,292.50	65,826.10	24,935.96	1,964.37	240,366.73
15	ARPA	561,237.43	41,172.00	1,819.51	.00	521,884.94
16	FIRE DEPARTMENT	133,259.29	7,559.68	116,497.92	.00	242,197.53
17	FIRE DONATION	49,765.53	132.00	1,057.55	.00	50,691.08
18	FIRE EQUIPMENT	257,243.19	9,114.80	20,817.45	.00	268,945.84
19	BUILDING & ZONING	201,452.79	10,170.91	8,719.05	.00	200,000.93
20	WATER	1,510,458.52	59,542.05	83,187.32	862.56-	1,533,241.23
21	SEWER	5,175,394.03	47,713.97	138,810.82	400.07-	5,266,090.81
22	CDBG FUND	47,342.50-	.00	47,342.50	.00	.00
23	DEBT SERVICE	119,571.80	.00	11,340.99	.00	130,912.79
24	TIF H: TSC DISTR CENTE	33.07	.00	18.50	.00	51.57
25	TIF I: TSC RETAIL STOR	23.03	.00	14.01	.00	37.04
26	TIF C: MBA POULTRY A	.00	.00	.00	.00	.00
27	TIF D: MBA POULTRY B	.00	.00	.00	.00	.00
28	CEMETERY	112,734.96	3,721.97	517.17	400.07-	109,130.09
29	LOTTERY	853,843.18	166,132.11	162,439.87	.00	850,150.94
30	TIF E: WATTS ELECTRIC	3.27	.00	.00	.00	3.27
31	PAYROLL	.00	.00	.00	.00	.00
32	TIF F: KAMTERTER	4.84	.00	.00	.00	4.84
33	TIF G; BUCKET B AREA	1,053,575.91	.00	4,594.82	.00	1,058,170.73
34	TIF J: VACEK ENTERPRIS	3,479.68	.00	.00	.00	3,479.68
35	TIF ADMIN W/H FUNDS	150,363.72	.00	674.07	.00	151,037.79
36	TIF K: WOODSTOCK LLC	1.73	.00	.00	.00	1.73
37	TIF L NW ELECTRIC	590.70	.00	.03	.00	590.73
38	FIRE/RESCUE LOTTERY/RA	6,026.49	.00	1.28	.00	6,027.77
Report Total		16,668,270.97	562,744.82	997,087.65	2,284.61-	17,100,329.19

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-4000	PROPERTY TAXES	8,507.52	505,522.65	776,949.00	271,426.35
10-00-4005	MOTOR VEHICLE TAX	13,367.09	122,077.77	85,000.00	37,077.77-
10-00-4010	MOTOR VEHICLE PRO RATE	512.77	1,889.71	1,000.00	889.71-
10-00-4015	PROPERTY TAX CREDIT	.00	56,772.93	.00	56,772.93-
10-00-4018	STATE AID	.00	.00	.00	.00
10-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
10-00-4025	M.I.R.F.	.00	.00	.00	.00
10-00-4030	CARLINE	.00	75.44	.00	75.44-
10-00-4032	LEASE REVENUE	500.00	5,000.00	6,000.00	1,000.00
10-00-4035	FRANCHISE TAX	97,500.40	442,685.16	450,000.00	7,314.84
10-00-4040	IN LIEU OF TAXES	.00	4,874.37	3,000.00	1,874.37-
10-00-4050	SALES TAX	.00	.00	.00	.00
10-00-4055	HOMESTEAD EXEMPTION	4,230.44	21,152.20	.00	21,152.20-
10-00-4060	INT EARNED ON LOCAL REVENUE	.00	787.39	5,000.00	4,212.61
10-00-4065	FEES AND PERMITS	.00	.00	.00	.00
10-00-4070	CITY LICENSES	288.00	11,586.50	7,500.00	4,086.50-
10-00-4071	CITY FINES	140.00	310.00	.00	310.00-
10-00-4075	DOG LICENSES	100.00	2,045.00	2,000.00	45.00-
10-00-4080	DOG IMPOUNDMENT & BOARD	.00	.00	.00	.00
10-00-4090	OTHER LOCAL REVENUE RECEIPT	.00	79.17	.00	79.17-
10-00-4091	QUIET ZONE	.00	.00	.00	.00
10-00-4095	LABOR & MATERIALS SOLD - GEN.	.00	.00	.00	.00
10-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
10-00-4105	GRANTS	.00	.00	.00	.00
10-00-4106	DEVELOPER: STREET TREES	.00	.00	.00	.00
10-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
10-00-4115	OPERATING CONTRIBUTIONS	.00	.00	.00	.00
10-00-4161	INTEREST-MMA	3,085.24	19,062.89	.00	19,062.89-
10-00-4210	TOWER RENT	3,466.86	32,042.77	41,000.00	8,957.23
10-00-4215	FARM RENT INCOME	.00	14,895.00	27,500.00	12,605.00
10-00-4410	ADJUSTMENT	.00	.00	.00	.00
10-00-4415	AG LAND TAX CREDIT	.00	36.94	.00	36.94-
10-00-5000	REGULAR SALARIES	7,783.04	84,806.82	101,361.00	16,554.18
10-00-5002	SALARIES OVERTIME	.00	.00	.00	.00
10-00-5005	SALARY OF MAYOR & COUNCIL	.00	30,000.00	30,000.00	.00
10-00-5006	SALARIES PART TIME/TEMP	.00	.00	5,000.00	5,000.00
10-00-5009	SOCIAL SECURITY	591.06	8,739.46	10,001.00	1,261.54
10-00-5015	HEALTH INSURANCE	1,678.00	18,291.76	21,000.00	2,708.24
10-00-5019	WORKER'S COMP INSURANCE	.00	1,325.89	1,500.00	174.11
10-00-5020	EMPLOYMENT EXPENSES	539.48	4,770.85	7,000.00	2,229.15
10-00-5025	UNEMPLOYMENT COMPENSATION	170.17	897.22	2,000.00	1,102.78
10-00-5030	RETIREMENT	428.06	4,664.35	5,616.00	951.65
10-00-5035	CLOTHING	.00	.00	1,500.00	1,500.00
10-00-5040	COUNTY TREAS. & OTHER FEES	.00	359.68	2,000.00	1,640.32
10-00-5045	CUSTODIAL SERVICE	399.30	3,993.00	5,000.00	1,007.00
10-00-5050	LEGAL SERVICES	3,751.50	33,666.28	50,000.00	16,333.72
10-00-5055	CONTRACT OR SECURED SERVICE	35,186.00	351,860.00	423,000.00	71,140.00
10-00-5060	OTHER PROF. & TECH SERVICE	1,946.63	78,770.13	90,000.00	11,229.87
10-00-5065	NATURAL GAS	.00	1,034.22	2,000.00	965.78
10-00-5070	ELECTRICITY	342.05	2,651.18	3,500.00	848.82
10-00-5075	GARBAGE SERVICE	19.28	212.08	500.00	287.92

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-00-5080	RENTALS OR LEASES	.00	33.00	500.00	467.00
10-00-5085	POSTAGE	292.00	2,195.86	3,000.00	804.14
10-00-5090	TELEPHONE	765.73	5,274.13	7,000.00	1,725.87
10-00-5095	ADVERTISING AND PRINTING	140.23	3,086.87	5,000.00	1,913.13
10-00-5100	SUPPLIES	31.69	3,460.84	10,000.00	6,539.16
10-00-5102	OPERATING SUPPLIES	.00	.00	.00	.00
10-00-5105	CONCESSIONS	.00	.00	.00	.00
10-00-5110	FURNITURE AND EQUIPMENT	.00	.00	3,000.00	3,000.00
10-00-5115	LICENSE FEES	.00	.00	5,000.00	5,000.00
10-00-5120	SCHOOL, DUES AND SEMINARS	12.50	9,164.75	32,000.00	22,835.25
10-00-5125	SALES TAX	.00	.00	.00	.00
10-00-5130	DOG BOARD AND DISPOSAL	.00	.00	.00	.00
10-00-5135	PROPERTY INSURANCE	.00	13,666.79	16,000.00	2,333.21
10-00-5140	TRAVEL OR MILEAGE	.00	738.25	4,000.00	3,261.75
10-00-5145	REPAIR & MAINT. SERVICES	69.35	479.14	7,000.00	6,520.86
10-00-5149	REFUNDS	.00	.00	.00	.00
10-00-5150	OTHER MISC. OBJECTS	.00	2,490.00	4,000.00	1,510.00
10-00-5155	QUIET ZONE	.00	.00	.00	.00
10-00-5160	DRY DAM	37.98	117.58	10,000.00	9,882.42
10-00-5170	WATERSHED	.00	.00	.00	.00
10-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
10-10-5100	SUPPLIES	.00	.00	.00	.00
10-10-5102	OPERATING SUPPLIES	.00	.00	.00	.00
10-10-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
10-10-5120	SCHOOL, DUES AND SEMINARS	.00	.00	.00	.00
10-10-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
10-10-5145	REPAIR & MAINT. SERVICES	.00	.00	.00	.00
10-10-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
10-30-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-30-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-40-5000	REGULAR SALARIES	.00	.00	.00	.00
10-40-5001	PARTTIME SALARIES	.00	.00	.00	.00
10-40-5002	SALARIES PART TIME/TEMP	.00	.00	.00	.00
10-40-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-40-5015	HEALTH INSURANCE	.00	.00	.00	.00
10-40-5030	RETIREMENT	.00	.00	.00	.00
10-40-5090	TELEPHONE	.00	.00	.00	.00
10-40-5100	SUPPLIES	.00	.00	.00	.00
10-40-5200	DEPOSIT REFUND	.00	.00	.00	.00
10-50-5000	REGULAR SALARIES	.00	.00	.00	.00
10-50-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-60-5006	SUB OR TEMP SALARIES	.00	.00	.00	.00
10-60-5009	SOCIAL SECURITY	.00	.00	.00	.00
10-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
10-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
10-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
10-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
10-90-4016	TRANSFER FROM FIRE/RESCUE	.00	7,020.00	.00	7,020.00-
10-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
10-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
10-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
10-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
10-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
10-90-4030	TRANSFER FROM TIF E	.00	.00	.00	.00
10-90-4031	TRANSFER FROM PAYROLL	.00	.00	.00	.00
10-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
10-90-5011	TRANSFER TO CITY SALES TX	.00	.00	.00	.00
10-90-5012	TRANSFER TO STREET	.00	285,000.00	285,000.00	.00
10-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
10-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
10-90-5016	TRANSFER TO FIRE/RESCUE	.00	153,750.00	153,750.00	.00
10-90-5018	TRANSFER TO FD EQUIPMENT FUND	.00	.00	.00	.00
10-90-5019	TRANSFER TO BUILDING	.00	125,000.00	125,000.00	.00
10-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
10-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
10-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
10-90-5028	TRANSFER TO CEMETERY	.00	41,000.00	41,000.00	.00
10-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
11-00-4052	CITY SALES TAX	71,364.84	693,735.19	570,000.00	123,735.19-
11-00-4053	AQUATIC CENTER SALES TAX	.00	.00	.00	.00
11-00-4135	REIMBURSEMENT	.00	.00	.00	.00
11-00-4161	INTEREST-MMA	3,010.11	24,493.63	10,000.00	14,493.63-
11-00-4163	INTEREST-CD'S HORIZON	.00	87,164.62	.00	87,164.62-
11-00-5174	COMMUNITY IMPROVEMENT	.00	.00	.00	.00
11-00-5175	CAPITAL OUTLAY	.00	320,269.67	762,000.00	441,730.33
11-00-5302	BOND PAYMENTS	.00	.00	.00	.00
11-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
11-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
11-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
11-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
11-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
11-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
11-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
11-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
12-00-4005	MOTOR VEHICLE FEES	9,767.69	41,298.89	25,000.00	16,298.89-
12-00-4090	OTHER LOCAL REV RECEIPTS	.00	589.40	.00	589.40-
12-00-4095	LABOR & MATERIALS SOLD-STREETS	.00	.00	.00	.00
12-00-4100	EQUIPMENT SOLD	.00	.00	.00	.00
12-00-4105	GRANTS	.00	6,560.87	236,000.00	229,439.13
12-00-4110	INSURANCE ADJUSTMENTS	.00	11,666.00	.00	11,666.00-
12-00-4120	HIGHWAY ALLOCATION	49,549.52	480,711.23	581,001.00	100,289.77
12-00-4125	INCENTIVE PAYMENTS	.00	4,000.00	.00	4,000.00-
12-00-4130	SALE BONDS - STREETS	.00	.00	2,000,000.00	2,000,000.00
12-00-4135	REINBURSEMENT/PROJECT FINANCED	.00	.00	.00	.00
12-00-4161	INTEREST-MMA	2,841.43	26,489.47	.00	26,489.47-
12-00-4220	SCRAP SALES	.00	.00	.00	.00
12-00-4405	INFRASTRUCTURE FEE	.00	4,031.01	.00	4,031.01-
12-00-5000	REGULAR SALARIES	7,899.92	150,534.68	170,000.00	19,465.32
12-00-5002	SALARIES OVERTIME	120.00	5,219.85	3,729.00	1,490.85-
12-00-5006	SUB OR TEMP SALARIES	654.43	3,058.43	12,000.00	8,941.57
12-00-5009	SOCIAL SECURITY	657.02	11,888.95	11,975.00	86.05
12-00-5015	HEALTH INSURANCE	1,798.57	53,762.36	80,000.00	26,237.64

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
12-00-5019	WORKER'S COMP INSURANCE	.00	3,958.35	6,000.00	2,041.65
12-00-5030	RETIREMENT	434.50	6,485.24	7,345.00	859.76
12-00-5035	CLOTHING	.00	772.73	1,250.00	477.27
12-00-5045	CUSTODIAL SERVICES	.00	.00	.00	.00
12-00-5060	PROF&TECH SERVICE/SPECIAL FEES	358.34	9,333.78	301,000.00	291,666.22
12-00-5065	NATURAL GAS	.00	2,330.31	5,000.00	2,669.69
12-00-5070	ELECTRICITY	6,836.27	65,800.82	78,000.00	12,199.18
12-00-5073	GAS AND OIL	910.53	13,669.72	14,000.00	330.28
12-00-5075	GARBAGE SERVICE	96.39	1,060.29	1,500.00	439.71
12-00-5076	RECYCLING SERVICE	.00	.00	.00	.00
12-00-5080	RENTALS OR LEASES	.00	4,182.29	7,000.00	2,817.71
12-00-5090	TELEPHONE	243.09	930.24	.00	930.24-
12-00-5095	ADVERTISING AND PRINTING	.00	10.50	1,000.00	989.50
12-00-5100	SUPPLIES-OFFICE/SHOP	686.15	5,898.52	7,000.00	1,101.48
12-00-5102	SUPPLIES-STREETS	.00	21,359.01	68,000.00	46,640.99
12-00-5120	FURNITURE AND EQUIPMENT	.00	292,763.28	165,500.00	127,263.28-
12-00-5121	SCHOOL, DUES, & SEMINARS	.00	50.00	.00	50.00-
12-00-5135	PROPERTY INSURANCE	.00	23,565.23	18,000.00	5,565.23-
12-00-5141	SERVICE FEES	.00	.00	.00	.00
12-00-5144	REPAIR & MAINT.SERVICE-BLDG	10.00	1,948.50	7,500.00	5,551.50
12-00-5145	REPAIR & MAINT. STREETS	.00	1,987.50	85,000.00	83,012.50
12-00-5146	EQUIPMENT MAINTENANCE	3,381.63	22,346.93	30,000.00	7,653.07
12-00-5147	VEHICLE MAINTENANCE	1,121.24	3,082.91	10,000.00	6,917.09
12-00-5150	OTHER MICS. OBJECTS	.00	.00	.00	.00
12-00-5165	TRAFFIC CONTROL	754.98	14,805.25	8,000.00	6,805.25-
12-00-5170	STREET CONTRACTS	.00	3,604.30	4,500.00	895.70
12-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	2,000,000.00	2,000,000.00
12-90-4010	TRANSFER FROM GENERAL	.00	285,000.00	285,000.00	.00
12-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
12-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
12-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
12-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
12-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
12-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
12-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
12-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
12-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
12-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
12-90-4030	TRANSFER FROM TIF	.00	.00	.00	.00
12-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
12-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
12-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
12-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
12-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
12-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
12-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
12-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
12-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
13-00-4052	CITY SALES TAX	35,682.36	346,867.06	300,000.00	46,867.06-
13-00-4085	CONCESSIONS	.00	.00	.00	.00
13-00-4090	OTHER LOCAL REV RECEIPTS	.00	4,041.00	.00	4,041.00-

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-4105	GRANTS	12,890.56	12,890.56	.00	12,890.56-
13-00-4130	SALE BONDS - POOL	.00	.00	1,400,000.00	1,400,000.00
13-00-4131	AQUA CENTER BOND PROCEEDS	.00	.00	.00	.00
13-00-4132	2022 MUN IMP BOND PROCEED	.00	.00	.00	.00
13-00-4138	POOL DAILY ADMISSIONS	37,079.15	69,808.95	.00	69,808.95-
13-00-4140	POOL RECEIPTS	.00	.00	60,000.00	60,000.00
13-00-4141	POOL PASS REVENUE	570.00	77,970.00	.00	77,970.00-
13-00-4142	SWIMMING LESSON REVENUE	3,690.00	9,395.00	.00	9,395.00-
13-00-4143	POOL PARTY REVENUE	1,725.00	12,600.00	.00	12,600.00-
13-00-4144	POOL PARTY DEPOSIT	100.00	900.00	.00	900.00-
13-00-4146	SWIM TEAM REVENUE	.00	4,135.00	.00	4,135.00-
13-00-4155	GIFT OR DONATIONS	.00	9,217.04	.00	9,217.04-
13-00-4161	INTEREST-MMA	1,850.10	16,196.91	.00	16,196.91-
13-00-4162	INTEREST-NE CLASS	2,069.31	25,464.81	.00	25,464.81-
13-00-4167	INTEREST FSB	7.34	98.92	.00	98.92-
13-00-4185	CONCESSION RECEIPTS	10,403.10	23,464.95	20,000.00	3,464.95-
13-00-5000	REGULAR SALARIES	2,180.67	26,714.97	32,205.00	5,490.03
13-00-5002	SALARIES OVERTIME	336.42	2,068.62	.00	2,068.62-
13-00-5006	SUB OR TEMP SALARIES	43,158.87	94,195.24	80,000.00	14,195.24-
13-00-5009	SOCIAL SECURITY	3,491.41	9,490.78	5,650.00	3,840.78-
13-00-5015	HEALTH INSURANCE	678.39	5,101.24	8,400.00	3,298.76
13-00-5019	WORKER'S COMP INSURANCE	.00	350.92	600.00	249.08
13-00-5030	RETIREMENT	107.92	1,187.35	1,582.00	394.65
13-00-5035	CLOTHING	18.00	2,756.79	4,000.00	1,243.21
13-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
13-00-5050	LEGAL SERVICES	.00	.00	.00	.00
13-00-5055	CONTRACTED OR SECURED SERVICES	.00	.00	2,000.00	2,000.00
13-00-5060	OTHER PROF. & TECH SERVICE	156.25	1,375.00	4,000.00	2,625.00
13-00-5065	NATURAL GAS	.00	.00	2,000.00	2,000.00
13-00-5070	ELECTRICITY	2,248.04	10,294.01	28,000.00	17,705.99
13-00-5075	GARBAGE SERVICE	102.60	516.50	500.00	16.50-
13-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
13-00-5090	TELEPHONE	90.63	660.22	1,000.00	339.78
13-00-5095	ADVERTISING AND PRINTING	.00	391.91	500.00	108.09
13-00-5100	SUPPLIES	4,415.17	8,413.62	25,000.00	16,586.38
13-00-5102	OPERATION SUPPLIES	1,615.51	4,879.40	5,000.00	120.60
13-00-5105	CONCESSIONS	4,087.49	8,409.17	10,000.00	1,590.83
13-00-5110	FURNITURE AND EQUIPMENT	2,309.79	7,445.80	3,000.00	4,445.80-
13-00-5120	SCHOOLS, DUES, & SEMINARS	.00	40.00	3,000.00	2,960.00
13-00-5135	PROPERTY INSURANCE	.00	17,316.76	14,000.00	3,316.76-
13-00-5140	TRAVEL OR MILEAGE	.00	.00	.00	.00
13-00-5141	SERVICE FEES	.00	680.00	800.00	120.00
13-00-5145	REPAIR & MAINT. SERVICES	14.96	93.10	2,000.00	1,906.90
13-00-5149	REFUNDS	400.00	400.00	.00	400.00-
13-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
13-00-5160	CONSULTANTS	.00	958.38	.00	958.38-
13-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	6,100.00	204,355.77	68,000.00	136,355.77-
13-00-5176	NEW POOL SUPPLIES	.00	.00	.00	.00
13-00-5333	2021 GO AQUATIC CTN PRINCIPAL	.00	220,000.00	220,000.00	.00
13-00-5334	2021 GO AQUATIC CTR INTEREST	.00	34,982.50	34,982.50	.00
13-00-5351	2023 MUNI IMPROV PRINCIPAL	.00	.00	1,400,000.00	1,400,000.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
13-00-5352	2023 MUNI IMPROV BOND INTEREST	.00	99,000.00	99,000.00	.00
13-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
13-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
13-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
13-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
13-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
13-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
13-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
13-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
13-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
13-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
13-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
13-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
13-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
13-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
13-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
13-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
13-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
14-00-4065	FEES & PERMITS	.00	.00	.00	.00
14-00-4090	OTHER LOCAL REV RECEIPTS	.00	1,696.69	.00	1,696.69-
14-00-4105	GRANTS	4,248.00	4,248.00	.00	4,248.00-
14-00-4110	INSURANCE ADJUSTMENTS	.00	34,712.47	.00	34,712.47-
14-00-4139	YOUTH FLAG FOOTBAL	9,690.00	11,900.00	5,000.00	6,900.00-
14-00-4140	FALL SOCCER RECEIPTS	7,965.00	7,965.00	5,000.00	2,965.00-
14-00-4142	SPRING SOCCER RECEIPTS	.00	12,035.00	10,000.00	2,035.00-
14-00-4145	BALL RECEIPTS	.00	20,895.00	15,000.00	5,895.00-
14-00-4146	BALL FIELD RENTAL	1,575.00	2,005.00	12,000.00	9,995.00
14-00-4147	ADULT VOLLEY BALL	.00	1,200.00	1,000.00	200.00-
14-00-4148	TOURNAMENTS	.00	2,520.00	.00	2,520.00-
14-00-4149	ADULT BASEBALL	525.00	700.00	.00	700.00-
14-00-4155	PARK DONATIONS	.00	4,161.47	20,000.00	15,838.53
14-00-4161	INTEREST-MMA	3.40	2,658.06	.00	2,658.06-
14-00-4162	INTEREST-NE CLASS	929.37	11,551.68	.00	11,551.68-
14-00-4165	INTEREST EARNED	.00	.00	.00	.00
14-00-4166	INTEREST	.19	1.88	.00	1.88-
14-00-4170	ADULT BASKETBALL	.00	150.00	.00	150.00-
14-00-4405	INFRASTRUCTURE FEE	.00	9,302.33	8,000.00	1,302.33-
14-00-4420	ADVERTISING REVENUE	.00	.00	3,000.00	3,000.00
14-00-5000	REGULAR SALARIES	6,966.58	96,876.51	127,690.00	30,813.49
14-00-5002	OVERTIME SALARIES	45.73	168.70	.00	168.70-
14-00-5006	SUB OR TEMP SALARIES	8,112.69	26,984.45	36,000.00	9,015.55
14-00-5009	SOCIAL SECURITY	1,147.31	9,373.17	12,939.00	3,565.83
14-00-5015	HEALTH INSURANCE	3,317.81	15,683.36	43,000.00	27,316.64
14-00-5019	WORKER'S COMP INSURANCE	.00	3,319.66	3,500.00	180.34
14-00-5030	RETIREMENT	309.88	3,495.77	5,085.00	1,589.23
14-00-5035	CLOTHING	21.00	312.93	1,250.00	937.07
14-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
14-00-5055	CONTRACTED OR SECURED SERVICES	36.00	8,401.00	16,500.00	8,099.00
14-00-5060	OTHER PROF. & TECH SERVICE	475.00	2,943.75	27,000.00	24,056.25
14-00-5070	ELECTRICITY	1,002.64	9,505.96	15,000.00	5,494.04
14-00-5073	GAS AND OIL	1,077.92	4,888.70	7,000.00	2,111.30

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
14-00-5075	GARBAGE SERVICE	286.76	2,733.39	3,000.00	266.61
14-00-5080	RENTAL & LEASES	.00	469.86	.00	469.86-
14-00-5090	PHONE	76.49	763.64	1,000.00	236.36
14-00-5095	ADVERTISING & PRINTING	.00	376.00	3,000.00	2,624.00
14-00-5100	SUPPLIES	149.99	12,304.83	28,000.00	15,695.17
14-00-5102	OPERATION SUPPLIES	396.22	8,316.99	13,500.00	5,183.01
14-00-5103	TOURNAMENT SUPPLIES	.00	1,258.06	.00	1,258.06-
14-00-5110	FURNITURE AND EQUIPMENT	.00	48,396.24	20,200.00	28,196.24-
14-00-5120	SCHOOLS, DUES AND SEMINARS	.00	191.36	1,000.00	808.64
14-00-5130	TREES AND PLANTINGS	.00	2,649.30	16,000.00	13,350.70
14-00-5135	PROPERTY INSURANCE	.00	22,223.87	25,000.00	2,776.13
14-00-5140	TRAVEL OR MILEAGE	.00	.00	500.00	500.00
14-00-5145	REPAIR & MAINT. SERVICES	1,936.00	58,116.53	59,000.00	883.47
14-00-5146	EQUIPMENT MAINTENANCE	297.25	1,544.80	3,500.00	1,955.20
14-00-5147	VEHICLE MAINTENANCE	.00	329.81	1,000.00	670.19
14-00-5149	REFUNDS	.00	1,375.00	1,000.00	375.00-
14-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
14-00-5160	DONATION EXPENSES	.00	1,362.15	1,000.00	362.15-
14-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	40,170.83	40,170.83	70,000.00	29,829.17
14-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
14-90-4011	TRANSFER FROM CITY SALES TAX	.00	.00	.00	.00
14-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
14-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
14-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
14-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
14-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
14-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
14-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
14-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
14-90-4029	TRANSFER FROM LOTTERY	.00	260,000.00	.00	260,000.00-
14-90-5011	TRANSFER TO CITY SALES TAX	.00	.00	.00	.00
14-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
14-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
14-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
14-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
14-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
14-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
14-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
14-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
15-00-4161	INTEREST-MMA	1,819.51	23,951.32	.00	23,951.32-
15-00-4199	ARPA PROCEEDS	.00	.00	.00	.00
15-00-5060	OTHER PROF & TECH SERVICE	.00	5,982.50	.00	5,982.50-
15-00-5141	ARPA EXPENSES	.00	.00	721,225.00	721,225.00
15-00-5146	EQUIPMENT MAINT	41,172.00	178,120.55	.00	178,120.55-
15-00-5175	CAPITAL IMPROVEMENTS	.00	56,131.23	.00	56,131.23-
16-00-4090	OTHER LOCAL REV RECEIPTS	.00	12.00	.00	12.00-
16-00-4091	COVID-19 CARE FUNDS	.00	.00	.00	.00
16-00-4100	EQUIPMENT SOLD	.00	8.00	.00	8.00-
16-00-4105	GRANTS	.00	.00	.00	.00
16-00-4110	INSURANCE ADJUSTMENTS	102,941.22	105,561.75	.00	105,561.75-
16-00-4135	REIMBURSEMENT-MAT'LS/SERVICES	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
16-00-4160	RURAL FIRE DEPARTMENT	12,812.50	128,125.00	153,750.00	25,625.00
16-00-4161	INTEREST-MMA	744.20	4,584.59	.00	4,584.59-
16-00-4165	INTEREST/FIRE-RESCUE	.00	.00	.00	.00
16-00-5003	OFFICER REIMBURSEMENT	.00	.00	10,800.00	10,800.00
16-00-5017	LIFE INSURANCE	.00	4,546.60	3,500.00	1,046.60-
16-00-5019	WORKER'S COMP INSURANCE	.00	1,389.00	5,000.00	3,611.00
16-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
16-00-5050	LEGAL SERVICES	.00	.00	.00	.00
16-00-5055	CONTRACTED OR SECURED SERVICES	450.00	35,112.12	57,400.00	22,287.88
16-00-5056	ENARSIS ADMIN	.00	.00	20,000.00	20,000.00
16-00-5060	OTHER PROF.& TECH SERVICE	71.48	3,689.69	11,000.00	7,310.31
16-00-5065	NATURAL GAS	.00	3,069.36	6,000.00	2,930.64
16-00-5070	ELECTRICITY	238.83	1,876.75	3,500.00	1,623.25
16-00-5073	GAS & OIL	493.65	5,888.06	8,000.00	2,111.94
16-00-5075	GARBAGE SERVICE	19.28	212.08	300.00	87.92
16-00-5080	RENTALS OR LEASES	.00	.00	.00	.00
16-00-5085	POSTAGE	.00	8.60	.00	8.60-
16-00-5090	TELEPHONE	523.12	3,864.90	4,000.00	135.10
16-00-5095	ADVERTISING AND PRINTING	.00	828.59	1,000.00	171.41
16-00-5100	SUPPLIES	877.92	4,252.50	8,000.00	3,747.50
16-00-5101	FIRE OPERATION SUPPLIES	.00	1,550.81	20,000.00	18,449.19
16-00-5102	MEDICAL SUPPLIES	1,305.40	19,379.59	15,000.00	4,379.59-
16-00-5103	FD BUNKER GEAR	100.00	2,170.50	5,500.00	3,329.50
16-00-5110	FURNITURE AND EQUIPMENT	.00	.00	.00	.00
16-00-5112	COMMUNICATION GEAR	.00	2,325.00	10,000.00	7,675.00
16-00-5115	LICENSE FEES	.00	.00	500.00	500.00
16-00-5120	SCHOOL, DUES AND SEMINARS	.00	3,659.50	20,000.00	16,340.50
16-00-5135	PROPERTY INSURANCE	.00	20,522.00	25,000.00	4,478.00
16-00-5140	TRAVEL OR MILEAGE	.00	2,238.05	3,500.00	1,261.95
16-00-5141	SERVICE FEES	.00	.00	.00	.00
16-00-5142	VEHICLE MILEAGE REIMBURSE	.00	.00	20,000.00	20,000.00
16-00-5145	BUILDING REPAIR & MAINTENANCE	.00	923.79	30,000.00	29,076.21
16-00-5146	EQUIPMENT-REPAIR & MAINTENANCE	.00	4,006.41	12,500.00	8,493.59
16-00-5147	VEHICLE REPAIR & MAINTENANCE	3,480.00	19,347.55	10,000.00	9,347.55-
16-00-5148	COMMUNICATION REPAIR	.00	657.00	2,500.00	1,843.00
16-00-5149	REFUNDS	.00	.00	.00	.00
16-00-5150	OTHER MISC. OBJECTS	.00	1,305.36	3,000.00	1,694.64
16-00-5180	INNOCULATIONS	.00	.00	.00	.00
16-00-5225	DONATION FUND-EXPENSES	.00	.00	.00	.00
16-00-5230	VOID!! USE FUND 18 ACCTS	.00	.00	.00	.00
16-00-5231	FEH: FIRE SERVICE CALLS	.00	.00	.00	.00
16-00-5555	UNIFORMS	.00	.00	2,500.00	2,500.00
16-90-4010	TRANSFER FROM GENERAL	.00	153,750.00	153,750.00	.00
16-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
16-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
16-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
16-90-4018	TRANSFER FROM FIRE EQUIPMENT	.00	.00	.00	.00
16-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
16-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
16-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
16-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
16-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
16-90-5010	TRANSFER TO GENERAL	.00	7,020.00	.00	7,020.00-
16-90-5011	TRANSFER TO SALES TAX	.00	.00	.00	.00
16-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
16-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
16-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
16-90-5017	TRANSFER TO FIRE DONATION	.00	.00	.00	.00
16-90-5018	TRANSFER TO FIRE EQUIPMENT	.00	.00	.00	.00
16-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
16-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
16-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
16-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
16-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
17-00-4065	BURN PERMITS	50.00	590.00	500.00	90.00-
17-00-4105	GRANTS	.00	.00	.00	.00
17-00-4155	GIFTS OR DONATIONS	.00	10,979.30	8,000.00	2,979.30-
17-00-4156	FIRE ENGINE 34 DONATIONS	806.00	1,156.00	.00	1,156.00-
17-00-4162	INTEREST-NE CLASS	200.38	1,816.10	.00	1,816.10-
17-00-4165	INTEREST FIRE DONATION	.00	.00	.00	.00
17-00-4166	INTEREST	1.17	15.98	.00	15.98-
17-00-5035	CLOTHING ALLOWANCE	.00	188.00	2,500.00	2,312.00
17-00-5100	SUPPLIES	.00	4,713.14	3,500.00	1,213.14-
17-00-5104	ENGINE 34 EXPENSE	132.00	378.00	.00	378.00-
17-00-5150	OTHER MISC EXPENSES	.00	1,321.48	.00	1,321.48-
17-00-5175	CAPITAL EQUIPMENT	.00	.00	37,000.00	37,000.00
17-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
17-90-4018	TRANSFER FROM FIRE EQUIP	.00	.00	.00	.00
17-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
17-90-5018	TRANSFERS TO FIRE EQUIPMENT	.00	.00	.00	.00
18-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
18-00-4091	COVID-19 Care funds	.00	.00	.00	.00
18-00-4105	GRANTS	.00	.00	.00	.00
18-00-4135	REIMBURSEMENT	.00	.00	.00	.00
18-00-4150	FEH: FIRE SERVICE CALLS	.00	.00	5,000.00	5,000.00
18-00-4151	EMS: RESCUE SERVICE CALLS	19,793.92	81,940.38	50,000.00	31,940.38-
18-00-4160	RURAL FIRE DEPARTMENT	.00	.00	.00	.00
18-00-4161	INTEREST-MMA	46.06	457.72	.00	457.72-
18-00-4162	INTEREST-NE CLASS	969.69	12,084.29	.00	12,084.29-
18-00-4165	INTEREST - FIRE EQUIPMENT	.00	5.71-	.00	5.71
18-00-4166	INTEREST	7.78	98.41	.00	98.41-
18-00-5055	CONTRACT/SECURED SERVICES	.00	.00	.00	.00
18-00-5060	OTHER PROF/TECH SERVICE	.00	.00	.00	.00
18-00-5100	SUPPLIES	.00	.00	120,000.00	120,000.00
18-00-5103	FD BUNKER GEAR	9,114.80	25,503.35	77,000.00	51,496.65
18-00-5110	FURNITURE & EQUIPMENT	.00	154,529.87	180,000.00	25,470.13
18-00-5141	SERVICE FEES	.00	.00	.00	.00
18-00-5147	VEHICLE MAINT	.00	.00	.00	.00
18-00-5149	REFUNDS	.00	.00	.00	.00
18-00-5175	CAPITAL EQUIPMENT	.00	.00	.00	.00
18-00-5230	VOID!! USE STANDARD ACCTS	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
18-00-5231	FEH - FEES	.00	.00	2,000.00	2,000.00
18-00-5232	EMS - FEES	.00	7,475.81	15,000.00	7,524.19
18-90-4016	TRANSFER FROM FIRE	.00	.00	.00	.00
18-90-4029	TRANSFER FROM KENO	.00	.00	.00	.00
18-90-5016	TRANSFER TO FD OPERATIONS	.00	.00	.00	.00
18-90-5017	TRANSFER TO DONATIONS	.00	.00	.00	.00
19-00-4065	FEES & PERMITS	8,041.68	55,680.46	60,000.00	4,319.54
19-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
19-00-4105	GRANTS	.00	20,000.00	.00	20,000.00-
19-00-4106	DEVELOPER:STREET TREES	.00	.00	.00	.00
19-00-4161	INTEREST-MMA	677.37	6,975.50	.00	6,975.50-
19-00-4200	PERMIT DEPOSITS	.00	12,000.00	10,000.00	2,000.00-
19-00-4205	DEVELOPER CONTRIBUTIONS	.00	2,685.00	80,000.00	77,315.00
19-00-4405	INFRASTRUCTURE FEE	.00	15,503.88	50,000.00	34,496.12
19-00-5000	SALARIES - REGULAR	7,374.80	80,782.92	96,921.00	16,138.08
19-00-5001	SALARIES - PART TIME	.00	.00	20,000.00	20,000.00
19-00-5002	SALARIES - OVERTIME	.00	.00	.00	.00
19-00-5009	SS/MED - CITY SHARE	562.01	6,154.72	8,944.00	2,789.28
19-00-5015	HEALTH INSURANCE	1,652.10	17,929.83	21,052.00	3,122.17
19-00-5030	RETIREMENT	405.62	4,440.70	4,884.00	443.30
19-00-5035	CLOTHING	.00	.00	250.00	250.00
19-00-5050	LEGAL SERVICES	.00	5,655.13	.00	5,655.13-
19-00-5060	OTHER PROF & TECH SERVICE	.00	3,500.00	50,000.00	46,500.00
19-00-5073	GAS & OIL	.00	347.41	1,000.00	652.59
19-00-5090	TELEPHONE	61.07	929.24	1,500.00	570.76
19-00-5095	ADVERTISING AND PRINTING	115.31	503.09	500.00	3.09-
19-00-5100	SUPPLIES	.00	60.27	500.00	439.73
19-00-5110	FURNITURE & EQUIPMENT	.00	.00	.00	.00
19-00-5120	SCHOOL, DUES & SEMINARS	.00	885.00	3,000.00	2,115.00
19-00-5135	INSURANCE	.00	693.77	1,000.00	306.23
19-00-5140	TRAVEL & MILEAGE	.00	.00	1,000.00	1,000.00
19-00-5145	REPAIR & MAINT SERVICES	.00	.00	.00	.00
19-00-5146	EQUIPMENT MAINT	.00	.00	.00	.00
19-00-5147	VEHICLE MAINT	.00	.00	500.00	500.00
19-00-5150	OTHER MISC.OBJECTS	.00	.00	.00	.00
19-00-5151	OTHER-STREET TREES	.00	375.00	25,000.00	24,625.00
19-00-5201	DEPOSITS REFUNDED	.00	25,410.00	35,000.00	9,590.00
19-00-5205	CONSULTANTS	.00	4,010.00	80,000.00	75,990.00
19-90-4010	TRANSFER FROM GENERAL	.00	125,000.00	125,000.00	.00
20-00-4050	SALES TAX	556.37	8,740.83	15,000.00	6,259.17
20-00-4071	CITY FINES	.00	.00	.00	.00
20-00-4090	OTHER LOCAL REV RECEIPTS	27.00	87.00	.00	87.00-
20-00-4095	LABOR & MATERIALS SOLD - WATER	130.81	14,029.77	20,000.00	5,970.23
20-00-4105	GRANTS	.00	.00	.00	.00
20-00-4110	INSURANCE ADJUSTMENTS	.00	11,667.00	.00	11,667.00-
20-00-4130	SALE OF BONDS - WATER	.00	.00	1,800,000.00	1,800,000.00
20-00-4161	INTEREST-MMA	5,210.29	56,997.74	.00	56,997.74-
20-00-4165	INTEREST/WATER	.00	.00	.00	.00
20-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
20-00-4200	INSURANCE PROCEEDS	.00	.00	.00	.00
20-00-4220	SCRAP SALES	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-00-4300	UTILITY SERVICE CHARGE-WATER	76,137.60	648,596.27	650,000.00	1,403.73
20-00-4305	SALE OF WATER	1,125.25	2,758.72	.00	2,758.72-
20-00-4400	DEPOSITS RECEIVED	.00	.00	.00	.00
20-00-4405	INFRASTRUCTURE FEE	.00	930.23	.00	930.23-
20-00-5000	REGULAR SALARIES	13,936.91	138,475.09	177,410.00	38,934.91
20-00-5002	OVERTIME SALARIES	740.02	4,327.23	6,328.00	2,000.77
20-00-5006	SUB OR TEMP SALARIES	363.63	1,794.32	.00	1,794.32-
20-00-5009	SOCIAL SECURITY	1,141.20	10,973.66	14,012.00	3,038.34
20-00-5015	HEALTH INSURANCE	2,067.21	42,635.20	56,000.00	13,364.80
20-00-5019	WORKER'S COMP INSURANCE	.00	2,911.32	1,500.00	1,411.32-
20-00-5030	RETIREMENT	590.93	7,082.46	10,170.00	3,087.54
20-00-5035	CLOTHING	.00	213.24	500.00	286.76
20-00-5050	LABORATORY SERVICES	.00	675.62	.00	675.62-
20-00-5055	CONTRACTED OR SECURED SERVICES	.00	.00	3,000.00	3,000.00
20-00-5056	GRANT EXPENDITURES	.00	32.37	.00	32.37-
20-00-5060	OTHER PROF. & TECH SERVICE	358.33	6,689.92	180,000.00	173,310.08
20-00-5061	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5065	SPECIAL PROF & TECH SERVICES	.00	.00	.00	.00
20-00-5070	ELECTRICITY	2,687.23	28,038.86	40,000.00	11,961.14
20-00-5073	GAS AND OIL	241.39	2,301.97	3,000.00	698.03
20-00-5080	RENTALS OR LEASES	.00	470.89	1,000.00	529.11
20-00-5085	POSTAGE	159.21	2,136.24	3,500.00	1,363.76
20-00-5090	TELEPHONE	152.99	1,527.29	2,000.00	472.71
20-00-5095	ADVERTISING AND PRINTING	.00	1,597.01	2,000.00	402.99
20-00-5100	SUPPLIES	1,217.04	24,673.80	50,000.00	25,326.20
20-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
20-00-5110	FURNITURE AND EQUIPMENT	.00	3,250.00	12,000.00	8,750.00
20-00-5120	SCHOOL, DUES AND SEMINARS	.00	1,372.75	3,000.00	1,627.25
20-00-5125	SALES TAX-WATER	438.39	6,564.06	12,000.00	5,435.94
20-00-5135	PROPERTY INSURANCE	.00	14,486.80	13,000.00	1,486.80-
20-00-5140	TRAVEL OR MILEAGE	99.37	164.22	1,000.00	835.78
20-00-5141	SERVICE FEES	.00	400.00	400.00	.00
20-00-5144	REPAIR & MAIN. - BLDG	.00	924.48	5,000.00	4,075.52
20-00-5145	REPAIR & MAINT. SERVICES	38.32	22,876.93	35,000.00	12,123.07
20-00-5146	EQUIPMENT MAINTENANCE	2,411.35	3,295.13	140,000.00	136,704.87
20-00-5147	VEHICLE MAINTENANCE	.00	66.96	1,000.00	933.04
20-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
20-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	31,477.75	421,583.56	2,315,000.00	1,893,416.44
20-00-5180	2021 NDEE PRINCIPAL PAYMENT	.00	.00	.00	.00
20-00-5181	NDEE INTEREST PAYMENT	.00	.00	.00	.00
20-00-5182	2021 GO WATER PRINCIPAL	.00	120,000.00	120,000.00	.00
20-00-5183	2021 GO WATER INTEREST	.00	16,212.50	16,212.50	.00
20-00-5201	REFUNDS	.00	.00	.00	.00
20-00-5210	METER AND READOUT PURCHASE	1,309.78	58,506.91	140,000.00	81,493.09
20-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
20-00-5235	LABORATORY SERVICES	111.00	3,163.00	5,000.00	1,837.00
20-00-5304	BOND NOTES	.00	.00	.00	.00
20-00-5305	INTEREST EXPENSE	.00	.00	.00	.00
20-00-5382	2021 GO WTR REF PRINCIPAL	.00	.00	.00	.00
20-00-5383	2021 GO WTR REF INTEREST	.00	.00	.00	.00
20-00-5400	DEPOSITS REFUNDED	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
20-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
20-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
20-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
20-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
20-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
20-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
20-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
20-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
20-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
20-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
20-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
20-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
20-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
20-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
20-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
20-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
21-00-4050	SALES TAX	8,212.65	84,379.92	80,000.00	4,379.92-
21-00-4090	OTHER LOCAL REV RECEIPTS	.00	810.51	.00	810.51-
21-00-4095	LABOR & MATERIALS SOLD - SEWER	.00	.00	.00	.00
21-00-4105	GRANTS	.00	.00	.00	.00
21-00-4110	INSURANCE ADJUSTMENTS	.00	11,667.00	.00	11,667.00-
21-00-4130	SALE OF BONDS - SEWER	.00	.00	.00	.00
21-00-4161	INTEREST-MMA	9,559.91	90,408.26	.00	90,408.26-
21-00-4163	INTEREST-CD'S HORIZON	.00	71,021.50	.00	71,021.50-
21-00-4164	INTEREST-CD'S FSB	.00	13,327.02	.00	13,327.02-
21-00-4175	CONTRIBUTION INCOME	.00	.00	.00	.00
21-00-4180	INTEREST INCOME	.00	.00	.00	.00
21-00-4220	SCRAP SALES	.00	.00	.00	.00
21-00-4300	UTILITY SERVICE CHARGE-SEWER	121,038.26	1,227,881.67	1,100,000.00	127,881.67-
21-00-4405	INFRASTRUCTURE FEE	.00	1,240.31	.00	1,240.31-
21-00-5000	REGULAR SALARIES	10,047.54	107,434.50	144,000.00	36,565.50
21-00-5002	OVERTIME SALARIES	348.13	4,598.74	4,859.00	260.26
21-00-5006	SUB OR TEMP SALARIES	408.24	1,991.16	2,571.00	579.84
21-00-5009	SOCIAL SECURITY	818.43	8,656.96	10,283.00	1,626.04
21-00-5015	HEALTH INSURANCE	1,965.57	25,961.01	38,000.00	12,038.99
21-00-5019	WORKER'S COMP INSURANCE	.00	972.17	1,000.00	27.83
21-00-5030	RETIREMENT	559.58	5,943.04	7,289.00	1,345.96
21-00-5035	CLOTHING	.00	213.95	250.00	36.05
21-00-5045	CUSTODIAL SERVICE	.00	.00	.00	.00
21-00-5050	LABORATORY SERVICES	107.07	5,410.55	6,000.00	589.45
21-00-5060	OTHER PROF. & TECH SERVICE	358.33	5,749.17	1,000.00	4,749.17-
21-00-5065	NATURAL GAS	.00	2,349.25	5,000.00	2,650.75
21-00-5070	ELECTRICITY	7,230.36	74,645.82	85,000.00	10,354.18
21-00-5073	GAS AND OIL	247.15	1,060.42	5,000.00	3,939.58
21-00-5075	GARBAGE SERVICE	154.22	1,696.42	2,000.00	303.58
21-00-5080	RENTALS OR LEASES	.00	758.28	1,000.00	241.72
21-00-5085	POSTAGE	159.21	1,652.94	3,500.00	1,847.06
21-00-5090	TELEPHONE	238.48	2,380.38	3,000.00	619.62
21-00-5095	ADVERTISING AND PRINTING	.00	342.88	1,000.00	657.12
21-00-5100	SUPPLIES	3,183.58	19,195.55	25,000.00	5,804.45
21-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
21-00-5110	FURNITURE AND EQUIPMENT	9,551.91	218,820.72	535,500.00	316,679.28
21-00-5120	SCHOOL, DUES AND SEMINARS	1,400.00	1,645.00	1,500.00	145.00-
21-00-5125	SALES TAX-SEWER	8,041.70	83,555.01	95,000.00	11,444.99
21-00-5135	PROPERTY INSURANCE	.00	15,240.45	15,000.00	240.45-
21-00-5140	TRAVEL OR MILEAGE	.00	111.83	500.00	388.17
21-00-5141	SERVICE FEES	.00	800.00	800.00	.00
21-00-5145	REPAIR & MAINT. SEWER	38.32	5,425.91	5,000.00	425.91-
21-00-5146	EQUIPMENT MAINTENANCE	2,856.15	10,948.84	20,000.00	9,051.16
21-00-5147	VEHICLE MAINTENANCE	.00	325.00	500.00	175.00
21-00-5150	OTHER MISC. OBJECTS	.00	.00	.00	.00
21-00-5151	ADJUSTMENTS	.00	.00	.00	.00
21-00-5152	REPAIR & MAIN - WWTP	.00	.00	.00	.00
21-00-5175	CAPITOL IMPROVEMENTS-SEWER	.00	783.31	2,000,000.00	1,999,216.69
21-00-5180	AMORTIZATION EXPENSE	.00	.00	.00	.00
21-00-5220	DEPRECIATION EXPENSE	.00	.00	.00	.00
21-00-5300	DISPOSITION OF EQUIPMENT	.00	.00	.00	.00
21-00-5301	BOND REFINANCE EXPENSES	.00	.00	.00	.00
21-00-5306	PRINCIPAL-2016 COM. UT.REV.REF	.00	.00	.00	.00
21-00-5307	INTEREST-2016 COM.UT.REV.REF.	.00	.00	.00	.00
21-00-5326	2021 CURRB PRINCIPAL	.00	305,000.00	305,000.00	.00
21-00-5327	2021 CURRB INTEREST	.00	20,830.00	20,830.00	.00
21-00-5333	2020 CURR PRINCIPAL	.00	210,000.00	210,000.00	.00
21-00-5334	2020 CURR INTEREST	.00	20,392.50	20,392.50	.00
21-00-5337	PRIN: HOLD 2018 C.U.R. BOND	.00	.00	.00	.00
21-00-5338	INT: 2018 C.U.R. BAN	.00	.00	.00	.00
21-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
21-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
21-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
21-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
21-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
21-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
21-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
21-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
21-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
21-90-5011	TRANSFER TO GENERAL	.00	.00	.00	.00
21-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
21-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
21-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
21-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
21-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
21-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
21-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
21-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
22-00-4105	GRANTS	.00	.00	.00	.00
22-00-4130	CDBG GRANT PROCEEDS	47,342.50	202,637.34	540,000.00	337,362.66
22-00-4180	INTEREST INCOME	.00	.00	.00	.00
22-00-4310	TIF REVENUE	.00	.00	.00	.00
22-00-5050	LEGAL SERVICES	.00	.00	.00	.00
22-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
22-00-5101	DRAW DOWNS	.00	202,637.34	540,000.00	337,362.66
22-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
22-00-5215	TIF NOTE PAYMENTSD	.00	.00	.00	.00
23-00-4000	COUNTY PROPERTY TAX	.00	393,983.48	925,703.00	531,719.52
23-00-4005	COUNTY MOTOR VEHICLE FEE	.00	.00	.00	.00
23-00-4010	COUNTY MOTOR VEHICLE PRO RATE	419.69	1,744.75	1,000.00	744.75-
23-00-4015	PROPERTY TAX CREDIT	6,963.02	71,358.75	.00	71,358.75-
23-00-4020	PROPERTY TAX CREDIT	.00	.00	.00	.00
23-00-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-00-4030	CO. CARLINE	.00	61.75	.00	61.75-
23-00-4037	COUNTY SPECIAL ASSESSMENTS	.00	31,697.77	40,500.00	8,802.23
23-00-4040	COUNTY IN LIEU OF TAX	.00	3,989.48	3,000.00	989.48-
23-00-4055	COUNTY HOMESTEAD EXEMPTION	3,462.45	17,312.25	.00	17,312.25-
23-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
23-00-4130	COUNTY BOND PROCEEDS	.00	.00	.00	.00
23-00-4162	INTEREST-NE CLASS	467.51	12,162.28	.00	12,162.28-
23-00-4165	INT EARNED ON CO. BOND	.00	.00	.00	.00
23-00-4166	INT EARNED ON CO. DEBT FUND	.00	.00	.00	.00
23-00-4167	INTEREST FSB	28.32	423.06	.00	423.06-
23-00-4170	INT EARNED ON BOND NOTE	.00	.00	.00	.00
23-00-4415	AG LAND TAX CREDIT	.00	30.24	.00	30.24-
23-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
23-00-5141	SERVICE FEES	.00	1,946.50	.00	1,946.50-
23-00-5316	2007 IMPROVEMENTS	.00	.00	.00	.00
23-00-5325	PRINCIPAL-2016 GO REFG BONDS	.00	.00	.00	.00
23-00-5326	INTEREST-2016 REFG BONDS	.00	.00	.00	.00
23-00-5337	2016 GOVP BOND PRINCIPAL	.00	.00	35,000.00	35,000.00
23-00-5338	2016 GOVP INTEREST	.00	997.50	1,995.00	997.50
23-00-5339	2020 HAFP BOND PRINCIPAL	.00	55,000.00	55,000.00	.00
23-00-5340	2020 HAFP BOND INTEREST	.00	2,936.25	2,936.25	.00
23-00-5345	CAPITAL OUTLAY-LAWSON PARK	.00	.00	.00	.00
23-00-5347	23-00-5348 PRINCIPAL	.00	130,000.00	130,000.00	.00
23-00-5348	2019 GOVP INTEREST	.00	40,982.50	40,982.50	.00
23-00-5349	2020 GOVP PRINCIPAL	.00	155,000.00	155,000.00	.00
23-00-5350	2020 GOVP BOND INTEREST	.00	24,880.00	24,880.00	.00
23-00-5353	NEW BOND - REFINANCING	.00	.00	.00	.00
23-00-5380	2021 GO SWR PRINCIPAL	.00	225,000.00	225,000.00	.00
23-00-5381	2021 GO SWR INTEREST	.00	12,695.00	12,695.00	.00
23-00-5400	2016 HWY ALLOC PRINCIPAL	.00	80,000.00	80,000.00	.00
23-00-5440	2016 HWY ALLOC INTEREST	.00	1,980.00	1,980.00	.00
23-00-5450	2016 BAN	.00	.00	.00	.00
23-00-5455	INTEREST - 2016 BAN	.00	.00	.00	.00
23-00-5460	2016B BAN INTEREST	.00	.00	.00	.00
23-00-5470	PRIN 2016 BAN	.00	.00	.00	.00
23-00-5480	2016 VARIOUS PURPOSE	.00	.00	.00	.00
23-00-5490	INTEREST - 2018 BAN	.00	.00	.00	.00
23-90-4010	TRANSFER FROM GENERAL	.00	.00	.00	.00
23-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
23-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
23-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
23-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
23-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
23-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
23-90-4023	TRANSFER FROM CO. BOND	.00	.00	.00	.00
23-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
23-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
23-90-4033	TRANSFER FROM TIF G	.00	.00	.00	.00
23-90-4035	TRANSFER FROM TIF ADMIN W/H	.00	.00	.00	.00
23-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
23-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
23-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
23-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
23-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
23-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
23-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
23-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
23-90-5035	TRANSFER TO TIF ADMIN FUNDS	.00	.00	.00	.00
24-00-4180	INTEREST INCOME	18.50	102.52	.00	102.52-
24-00-4310	TIF REVENUES	.00	102,258.88	120,000.00	17,741.12
24-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
24-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
24-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
24-00-5215	TIF NOTE PAYMENTS	.00	191,894.24	120,000.00	71,894.24-
24-90-5025	TRANSFER TO TIF B	.00	.00	.00	.00
24-90-5033	TRANSFER TO TIF G	.00	.00	.00	.00
24-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
25-00-4180	INTEREST INCOME	14.01	47.05	.00	47.05-
25-00-4310	TIF REVENUES	.00	32,938.55	37,000.00	4,061.45
25-00-5150	REAL ESTATE TAX REFUND	.00	.00	.00	.00
25-00-5214	TIF COUNTY REIMBURSEMENT	.00	.00	.00	.00
25-00-5215	TIF NOTE PAYMENTS	.00	32,988.92	37,000.00	4,011.08
25-90-4024	TRANSFER FROM TIF A	.00	.00	.00	.00
25-90-5035	TRANSFER TO ADMIN W/H	.00	.00	.00	.00
26-00-4180	INTEREST INCOME	.00	.00	.00	.00
26-00-4310	TIF REVENUE	.00	.00	.00	.00
26-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
26-00-5215	TIF NOTE PAYMENT	.00	.00	.00	.00
26-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
26-90-5035	TRANSFER TO TIF ADMIN FUNDS	.00	.00	.00	.00
27-00-4180	INTEREST INCOME	.00	.00	.00	.00
27-00-4310	TIF REVENUE	.00	.00	.00	.00
27-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
27-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
27-90-4035	TRANS FROM TIF ADMIN	.00	.00	.00	.00
27-90-5035	TRANSFER TO TIF ADMIN	.00	.00	.00	.00
28-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
28-00-4105	GRANTS	.00	.00	.00	.00
28-00-4110	INSURANCE ADJUSTMENTS	.00	.00	.00	.00
28-00-4155	GIFTS OR DONATIONS	.00	.00	.00	.00
28-00-4161	INTEREST-MMA	96.48	938.10	.00	938.10-
28-00-4164	INTEREST-CD'S FSB	.00	2,174.56	.00	2,174.56-
28-00-4167	INTEREST FSB	.00	19.77	.00	19.77-
28-00-4180	INTEREST/CEMETERY FUNDS	20.69	170.66	.00	170.66-
28-00-4185	CEMETERY RECEIPTS	400.00	30,805.00	5,000.00	25,805.00-

**PCT OF FISCAL YTD 83.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
28-00-5000	REGULAR SALARIES	2,112.08	23,483.72	40,000.00	16,516.28
28-00-5002	OVERTIME SALARY	.00	.00	.00	.00
28-00-5006	SUB AND TEMP SALARIES	406.29	2,057.40	2,712.00	654.60
28-00-5009	SOCIAL SECURITY	190.15	1,929.77	2,486.00	556.23
28-00-5015	HEALTH INSURANCE	698.93	12,209.61	19,000.00	6,790.39
28-00-5030	RETIREMENT	116.14	1,277.42	1,695.00	417.58
28-00-5070	ELECTRICTY	.00	.00	500.00	500.00
28-00-5073	GAS AND OIL	96.85	549.75	1,000.00	450.25
28-00-5080	RENTALS & LEASES	.00	164.01	1,000.00	835.99
28-00-5100	SUPPLIES	101.53	1,222.13	2,000.00	777.87
28-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
28-00-5110	FURNITURE AND EQUIPMENT	.00	3,250.00	.00	3,250.00-
28-00-5135	PROPERTY INSURANCE	.00	640.51	500.00	140.51-
28-00-5141	SERVICE FEES	.00	.00	.00	.00
28-00-5145	REPAIR AND MAINTENANCE	.00	3,015.20	3,000.00	15.20-
28-00-5146	EQUIPMENT MAINTENANCE	.00	719.57	500.00	219.57-
28-00-5150	OTHER MISC OBJECTS	.00	.00	.00	.00
28-00-5175	CAPITAL IMPROVEMENT-REAL PRPTY	.00	.00	.00	.00
28-90-4010	TRANSFER FROM GENERAL	.00	41,000.00	.00	41,000.00-
28-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
28-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
28-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
28-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
28-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
28-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
28-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
28-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
28-90-4028	TRANSFER IN - CEMETERY	.00	.00	.00	.00
28-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
28-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
28-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
28-90-5014	TRANSFER TO PARK	.00	.00	.00	.00
28-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
28-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
28-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
28-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
28-90-5028	TRANSFER OUT - CEMETERY	.00	.00	.00	.00
28-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
29-00-4090	OTHER LOCAL REV RECEIPTS	.00	3,975.00	.00	3,975.00-
29-00-4130	Bond Proceeds	.00	.00	.00	.00
29-00-4162	INTEREST-NE CLASS	2,750.18	20,709.40	.00	20,709.40-
29-00-4165	INTEREST CD PINNACLE	.00	1,818.53	1,000.00	818.53-
29-00-4166	INTEREST	192.43	1,455.28	.00	1,455.28-
29-00-4167	INTEREST FSB	140.07	1,289.35	.00	1,289.35-
29-00-4193	KENO OPERATING RECEIPTS	92,794.13	825,373.74	1,000,000.00	174,626.26
29-00-4195	KENO - CITY COMMISIONS	66,563.06	253,360.35	200,000.00	53,360.35-
29-00-4200	MISC INCOME	.00	21,395.07	5,000.00	16,395.07-
29-00-5010	Transfers to General	.00	.00	.00	.00
29-00-5040	CO TREASURER & OTHER FEES	.00	100.00	.00	100.00-
29-00-5050	ATTORNEY FEES	.00	.00	.00	.00
29-00-5060	AUDIT FEES	.00	11,285.00	10,000.00	1,285.00-

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
29-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
29-00-5115	LICENSE FEES	.00	100.00	.00	100.00-
29-00-5141	SERVICE FEES	.00	500.00	400.00	100.00-
29-00-5175	CAPITAL OUTLAY	.00	.00	.00	.00
29-00-5195	STATE TAX	18,353.00	57,665.00	70,000.00	12,335.00
29-00-5200	KENO EXPENSES-OPERATING ACCT	147,779.11	823,720.87	1,200,000.00	376,279.13
29-00-5205	PRIZE FUND	.00	.00	75,000.00	75,000.00
29-00-5333	2020 COP PRINCIPAL PAYMNT	.00	.00	95,000.00	95,000.00
29-00-5334	2020 COP INTEREST PAYMNT	.00	3,627.50	7,255.00	3,627.50
29-90-4012	TRANSFER FROM STREET	.00	.00	.00	.00
29-90-4013	TRANSFER FROM POOL	.00	.00	.00	.00
29-90-4014	TRANSFER FROM PARK	.00	.00	.00	.00
29-90-4016	TRANSFER FROM FIRE/RESCUE	.00	.00	.00	.00
29-90-4020	TRANSFER FROM WATER	.00	.00	.00	.00
29-90-4021	TRANSFER FROM SEWER	.00	.00	.00	.00
29-90-4023	TRANSFER FROM DEBT SERVIC	.00	.00	.00	.00
29-90-4028	TRANSFER FROM CEMETARY	.00	.00	.00	.00
29-90-4029	TRANSFER FROM LOTTERY	.00	.00	.00	.00
29-90-4033	TRANSFER FROM TIF G	.00	349,160.79	.00	349,160.79-
29-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
29-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
29-90-5013	TRANSFER TO POOL	.00	.00	.00	.00
29-90-5014	TRANSFER TO PARK	.00	260,000.00	260,000.00	.00
29-90-5016	TRANSFER TO FIRE/RESCUE	.00	.00	.00	.00
29-90-5020	TRANSFER TO WATER	.00	.00	.00	.00
29-90-5021	TRANSFER TO SEWER	.00	.00	.00	.00
29-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
29-90-5028	TRANSFER TO CEMETERY	.00	.00	.00	.00
29-90-5029	TRANSFER TO LOTTERY	.00	.00	.00	.00
29-90-5033	TRANSFER TO TIF G	.00	349,160.79	.00	349,160.79-
30-00-4130	TIF NOTE PROCEEDS	.00	.00	.00	.00
30-00-4180	INTEREST INCOME	.00	6.64	.00	6.64-
30-00-4310	TIF REVENUE	.00	45,457.51	85,000.00	39,542.49
30-00-5040	COUNTY TREASURER & OTHER FEES	.00	.00	.00	.00
30-00-5050	LEGAL SERVICES	.00	.00	.00	.00
30-00-5100	TIF NOTE DISBURSEMENTS	.00	.00	.00	.00
30-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
30-00-5215	TIF NOTE PAYMENTS	.00	65,333.23	85,000.00	19,666.77
30-90-4035	TRANSFER FROM TIF ADMIN	.00	.00	.00	.00
30-90-5010	TRANSFER TO GENERAL FUND	.00	.00	.00	.00
30-90-5012	TRANSFER TO STREET	.00	.00	.00	.00
31-00-5215	TIF NOTE PAYMENTS	.00	.00	.00	.00
31-90-5010	TRANSFER TO GENERAL	.00	.00	.00	.00
32-00-4130	TIF F NOTE PROCEEDS	.00	.00	.00	.00
32-00-4180	INTEREST INCOME	.00	9.63	.00	9.63-
32-00-4310	TIF F REVENUE	.00	33,162.60	54,000.00	20,837.40
32-00-5012	TRANSFER TO STREETS	.00	.00	.00	.00
32-00-5050	LEGAL SERVICES	.00	.00	.00	.00
32-00-5100	TIF F NOTE DISBURSEMENT	.00	.00	.00	.00
32-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
32-00-5215	TIF F NOTE PAYMENTS	.00	61,396.05	54,000.00	7,396.05-

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
33-00-4130	TIF G NOTE PROCEEDS	.00	.00	.00	.00
33-00-4162	INTEREST-NE CLASS	4,594.82	40,789.57	.00	40,789.57-
33-00-4180	INTEREST INCOME- TIF G	.00	1,139.95	.00	1,139.95-
33-00-4310	TIF G REVENUE	.00	194,848.45	170,000.00	24,848.45-
33-00-5050	LEGAL SERVICES-TIF G	.00	.00	.00	.00
33-00-5100	TIF G NOTE DISBURSEMENT	.00	.00	5,000,000.00	5,000,000.00
33-00-5102	OPERATION SUPPLIES- TIF G	.00	.00	.00	.00
33-00-5141	SERVICE FEES	.00	84.00	.00	84.00-
33-00-5215	TIF G NOTE PAYMENTS	.00	11,000.00	11,000.00	.00
33-00-5343	PRINCIPAL-TIF G	.00	.00	.00	.00
33-00-5344	INTEREST-TIF G	.00	.00	.00	.00
33-90-4011	TRANSFER FROM SALES TAX	.00	.00	.00	.00
33-90-4024	TRANSFER FROM TIF H	.00	.00	.00	.00
33-90-4029	TRANSFER FROM LOTTERY	.00	349,160.79	.00	349,160.79-
33-90-5023	TRANSFER OUT	.00	.00	.00	.00
33-90-5029	TRANSFER TO LOTTERY	.00	349,160.79	.00	349,160.79-
34-00-4130	TIF J NOTE PROCEEDS	.00	.00	.00	.00
34-00-4180	INTEREST INCOME - TIF J	.00	.62	.00	.62-
34-00-4310	TIF J REVENUE	.00	8,232.62	12,000.00	3,767.38
34-00-5050	LEGAL SERVICES - TIF J	.00	.00	.00	.00
34-00-5100	TIF J - NOTE DISBURSEMENT	.00	.00	.00	.00
34-00-5102	OPERATIONAL SUPPLIES - TIF J	.00	.00	.00	.00
34-00-5215	TIF J NOTE PAYMENTS	.00	8,233.32	12,000.00	3,766.68
34-00-5343	PRINCIPAL - TIF J	.00	.00	.00	.00
34-00-5344	INTEREST - TIF J	.00	.00	.00	.00
34-90-5023	TRANSFER OUT	.00	.00	.00	.00
35-00-4162	INTEREST-NE CLASS	674.06	6,719.48	.00	6,719.48-
35-00-4180	INTEREST INCOME ADMIN W/H	.01	.05	500.00	499.95
35-00-4310	ADMIN W/H REVENUE	.00	.00	.00	.00
35-00-4400	TRANSFERS IN	.00	.00	.00	.00
35-00-5050	LEGAL SERVICES-ADMIN W/H FUNDS	.00	1,040.00	2,000.00	960.00
35-00-5060	OTHER PROF & TECH SERVICE	.00	.00	.00	.00
35-00-5141	SERVICE FEES	.00	12.00	.00	12.00-
35-00-5175	CAPITAL IMPROVEMENTS	.00	.00	.00	.00
35-90-4023	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4026	TRANSFER FR TIF C MBA POULTRY	.00	.00	.00	.00
35-90-4027	TRANSFER FROM TIF D	.00	.00	.00	.00
35-90-5023	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00
35-90-5026	TRANS TO TIF C MBA POULTRY	.00	.00	.00	.00
35-90-5027	TRANSFER TO TIF D MBA POULTRY	.00	.00	.00	.00
35-90-5030	TRANSFER TO TIF E WATTS ELEC	.00	.00	.00	.00
36-00-4180	INTEREST EARNED	.00	3.42	.00	3.42-
36-00-4310	TIF REVENUE	.00	33,489.27	40,000.00	6,510.73
36-00-5215	TIF K Note Payments	.00	43,444.90	40,000.00	3,444.90-
37-00-4090	OTHER LOCAL REV RECEIPTS	.00	.00	.00	.00
37-00-4130	BOND PROCEEDS	.00	.00	.00	.00
37-00-4180	INTERST INCOME	.03	1.49	.00	1.49-
37-00-4310	TIF REVENUES	.00	12,739.12	10,000.00	2,739.12-
37-00-5100	NOTE DISBURSEMENTS	.00	.00	.00	.00
37-00-5102	OPERATION SUPPLIES	.00	.00	.00	.00
37-00-5215	TIF NOTE PAYABLE	.00	20,559.22	10,000.00	10,559.22-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 7/2024, FISCAL 10/2024**

**PCT OF FISCAL YTD 83.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
37-00-5343	PRINCIPAL	.00	.00	.00	.00
37-00-5344	INTEREST	.00	.00	.00	.00
38-00-4090	OTHER LOCAL REV RECEIPTS	.00	2,500.00	.00	2,500.00-
38-00-4166	INTEREST	1.28	10.13	.00	10.13-
38-00-4195	LOTTERY RECEIPTS	.00	8,879.30	.00	8,879.30-
38-00-5115	LICENSE FEE	.00	.00	.00	.00
38-00-5141	SERVICE FEES	.00	12.00	.00	12.00-
38-00-5149	REFUNDS	.00	2,500.00	.00	2,500.00-
38-00-5195	STATE TAX	.00	170.00	.00	170.00-
38-00-5240	RAFFLE PRIZES	.00	2,679.66	.00	2,679.66-
		=====	=====	=====	=====
	DIFFERENCE	434,342.83	489,250.61	0,593,857.25-	1,083,107.86-
		=====	=====	=====	=====
		=====	=====	=====	=====
	PROOF	434,342.83	489,250.61	0,593,857.25-	1,083,107.86-
		=====	=====	=====	=====

<b>NE CLASS INTEREST EARNED</b>		
	2023	2024
<b>January</b>		\$ 13,003.89
<b>February</b>		\$ 12,059.49
<b>March</b>	\$ 5,540.07	\$ 12,948.06
<b>April</b>	\$ 6,407.64	\$ 13,691.33
<b>May</b>	\$ 14,983.54	\$ 14,975.68
<b>June</b>	\$ 16,007.01	\$ 12,994.40
<b>July</b>	\$ 12,907.50	\$ 12,655.32
<b>August</b>	\$ 11,846.33	
<b>September</b>	\$ 12,232.38	
<b>October</b>	\$ 12,497.90	
<b>November</b>	\$ 12,717.33	
<b>December</b>	\$ 13,754.21	
<b>Total Year</b>	\$ 118,893.91	\$ 92,328.17

**HORIZON MMA INTEREST EARNED**

	2023	2024
<b>January</b>		\$ 26,286.49
<b>February</b>	\$ 8,900.55	\$ 24,019.67
<b>March</b>	\$ 23,011.65	\$ 26,691.24
<b>April</b>	\$ 24,235.86	\$ 27,347.16
<b>May</b>	\$ 26,516.98	\$ 29,194.01
<b>June</b>	\$ 25,172.83	\$ 28,195.91
<b>July</b>	\$ 26,073.05	\$ 28,944.10
<b>August</b>	\$ 29,327.63	
<b>September</b>	\$ 28,811.12	
<b>October</b>	\$ 27,916.36	
<b>November</b>	\$ 27,780.63	
<b>December</b>	\$ 26,838.62	
<b>Total Year</b>	\$ 274,585.28	\$ 190,678.58

**RESOLUTION 24-14**

RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF HEYWOOD STREET FROM N 146<sup>TH</sup> TO N 143<sup>RD</sup> STREET, N 143<sup>RD</sup> STREET FROM HEYWOOD TO CASTLEWOOD STREET, AND CASTLEWOOD FROM N 143<sup>RD</sup> STREET TO PEACE LUTHERAN CHURCH ENTRANCE FROM 9:30 A.M. TO 11:00 A.M. ON SATURDAY, SEPTEMBER 28, 2024

WHEREAS, the Waverly Viking Band has requested approval to hold a parade for the 2024 Waverly Marching Festival on September 28, 2024; and

WHEREAS, they have requested the temporary closing of Heywood Street from N 146<sup>th</sup> Street to N 143<sup>rd</sup> Street; N 143<sup>rd</sup> Street from Heywood to Castlewood Street; and Castlewood Street from N 143<sup>rd</sup> Street to Peace Lutheran Church entrance from 9:30 a.m. to 11:00 a.m.; and

WHEREAS, the City of Waverly has agreed to provide the necessary signage barricades to prohibit vehicular traffic from 9:30 a.m. to 11:00 a.m. at the outlined locations with the understanding that the volunteers of the Waverly Viking Band will install the barricades by 9:30 a.m. and remove the barricades by 11:00 a.m. on September 28, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WAVERLY, NEBRASKA that barricades be provided and placed by 9:30 a.m. on September 28, 2024 to prohibit vehicular traffic except emergency vehicles on Heywood Street from N 146<sup>th</sup> to N 143<sup>rd</sup> Street, N 143<sup>rd</sup> Street from Heywood to Castlewood Street, and Castlewood Street from N 143<sup>rd</sup> Street to Peace Lutheran Church entrance after 9:30 a.m. on September 28, 2024 until 11:00 a.m. on September 28, 2024.

PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF AUGUST, 2024.

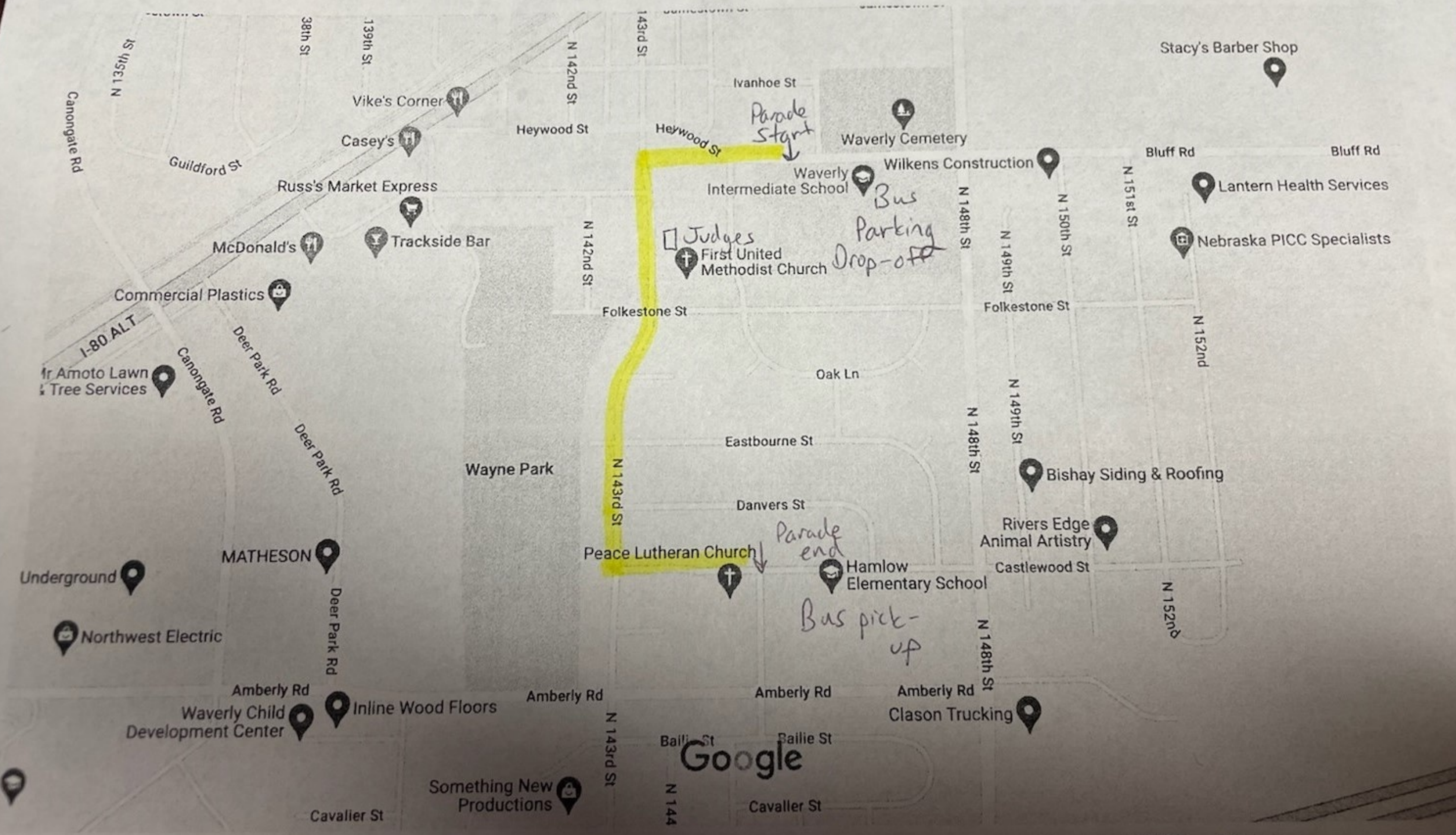
\_\_\_\_\_  
William D. Gerdes  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye  
City Clerk/Deputy Treasurer

(Seal)

Proposed Parade route for band competition September 24th



**ORDINANCE NO. 24-06**

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA, AMENDING CHAPTER 111 OF THE WAVERLY MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES; SPECIAL DESIGNATED LIQUOR LICENSES

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

**Section 1.** That Subsection B and C of Section 111.08 contained within Chapter 111 of the Waverly Municipal Code be amended to read as follows:

**§ 111.08 SPECIAL DESIGNATED LIQUOR LICENSES.**

- A. The City Clerk shall be the agent of the Governing Body to receive special designated license applications and to determine whether such applications shall be approved or denied pursuant to the Nebraska Liquor Control Act and this Code, subject to appeal to the Governing Body. The City Clerk shall follow the criteria in Subsection C herein, the Nebraska Liquor Control Act, and regulations issued thereunder in making the determination.
- B. Applicants seeking a special designated license shall file an application for such with the City Clerk on forms prescribed by the Nebraska Liquor Control Commission, and shall file such applications with the City Clerk not less than ~~ten (10)~~ **thirty (30) working** days prior to the event.
- C. In reviewing applications for special designated licenses, the City Clerk shall approve such applications only when:
  - 1. The Municipal Fire/Rescue Chief, ~~or~~ Emergency Services Coordinator, **and Lancaster County Sheriff** has reviewed the application and recommends approval of same;
  - 2. The applicant identifies specific measures to prevent the possession or consumption of alcoholic beverages by minors and intoxicated persons;
  - 3. The applicant has provided adequate restroom facilities;
  - 4. The applicant has completely and accurately provided information requested by the City Clerk and has not made any material misrepresentations or omissions; and
  - 5. The applicant and proposed service of alcohol otherwise complies with all other requirements of this Code and the Nebraska Liquor Control Act;
  - 6. The City Clerk shall approve a special designated license application authorized under the Nebraska Liquor Control Act and this Code. If the City Clerk denies an application, ~~the City Clerk denies an application,~~ the City Clerk shall inform the applicant stating the reasons for denial in writing.

D. Any applicant where the application has been denied by the City Clerk may appeal such denial by delivering written notice of appeal to the City Clerk within three (3) business days of receiving notice of such denial. The Governing Body shall conduct a public hearing on such appeal at its next regular meeting or at a special meeting, and may approve or deny the application. *(Amended by Ord. 05-17, 12/19/05)*

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
William D. Gerdes  
Mayor

ATTEST:

\_\_\_\_\_  
Megan K. Frye  
City Clerk/Deputy Treasurer

(Seal)



# Waverly Water Update August 2024

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- Well # 7 has been drilled and awaiting finished construction which will increase capacity around another 350 GPM, or up to 500,000 gallons per day if ran 24 hours.
- Test samples, Parameter 13 testing have been done on area domestic wells in the study areas identified by Olsson Engineering with more planned to be drawn from pivot irrigation wells later this summer to acquire additional water quality data within the region around Waverly.
- Test wells identified by the Olsson studies have been proposed to be funded in the 24/25 budget year and once the data from those test wells are completed, then moving forward with addition capacity of production wells can be decided on where, how many, budgeting, engineering, land and ROW access, and construction of additional wells or wellfields can take place.
- The 2023 drought was in comparison to the 1936 drought and is not typical climatological for this region. Waverly was not the only city to see static levels drop in 2023 as region wide static levels dropped as was not unique only to Waverly.
- Currently we are 6.78 inches above in precipitation compared to the same time last year
- Jan – July 2023= 14.48 inches      Jan –July 2024 = 21.26 inches

## Water use

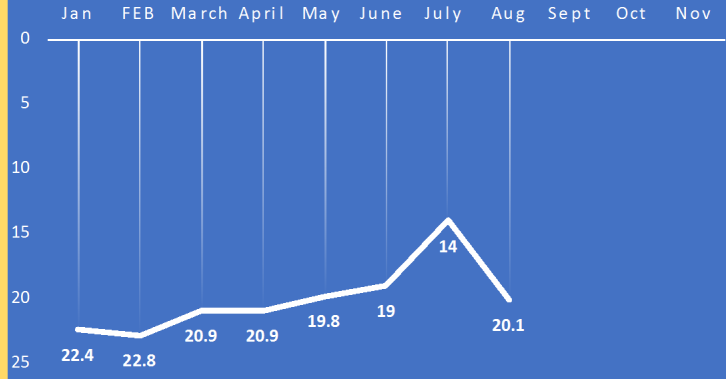
<b>All wells monthly total</b>	<b>12,849,314</b>	<b>11,939,898</b>	<b>13,268,481</b>	<b>18,093,805</b>	<b>30,387,370</b>	<b>34,230,812</b>	<b>20,758,649</b>	
	2023	January	February	March	April	May	June	July
<b>Daily average</b>		414,494	426,425	428,016	603,127	980,238	1,141,027	669,634
<b>All wells monthly total</b>	<b>12,952,242</b>	<b>12,542,549</b>	<b>13,994,744</b>	<b>17,522,752</b>	<b>17,958,629</b>	<b>20,386,191</b>	<b>24,316,242</b>	
	2024	January	February	March	April	May	June	July
<b>Daily average</b>		417,814	432,502	451,443	584,092	579,311	679,540	784,395

2024 we have used 21.8 million gallons less than the same time of 2023.

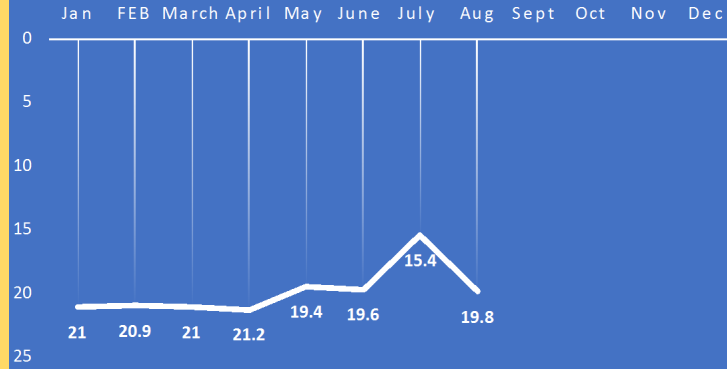
Note: Irrigation pivots surrounding Waverly started running in July and continue to run, drawing water from the same aquifer as our wells. Along with irrigation pivots running throughout the state and regional area.

Pumping Levels distance from shutoff points ( based on the lowest level it reached during the month)											as of July 2	as of Aug 11			
Well	Speed	Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
4	100%	4.7	5.9	6.8	7.2	5.5	5.5	11	5.7						
5	94%	1.1	1.5	3	3	3	3.2	6.2	2.4						
6	83%	0.8	12.7	10	9.4	9.1	9.4	10.3	9.1						
8	100%	9.2	9.2	9.1	8.8	6.3	8.2	6.8	5						
9	85%	4.1	6.5	7.1	7.1	11.4	14.9	16	14.2						
10	100%	19.7	18.3	18.1	18.2	19.8	17.4	20.1	18.3						
11	85%	22.2	11.5	11.5	11.3	11.4	10.7	11.6	9.9						
<b>Precip. Inches</b>	<b>21.26</b>	0.95	0.51	1.09	3.42	4.78	3.28	7.23							
Static Levels- Water distance from ground level ( based on the lowest level it reached during the month)											as of July 2	as of Aug 11			
Well		Jan	FEB	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
4		22.4	22.8	20.9	20.9	19.8	19	14	20.1						
5		21	20.9	21	21.2	19.4	19.6	15.4	19.8						
6		80	79.9	79.7	81.1	81.2	81.8	81.1	82.5						
8		73.8	74.3	73.3	73.8	73.9	74.4	74.1	75.2						
9		104.8	104.7	102	102	102.8	103.7	102.9	105						
10		85	85.9	85.9	86.2	86.9	87.8	86.2	88.5						
11		98	101.5	98.1	99.3	99.1	99.6	98.9	101						
<b>Precip. Inches</b>	<b>21.26</b>	0.95	0.51	1.09	3.42	4.78	3.28	7.23							

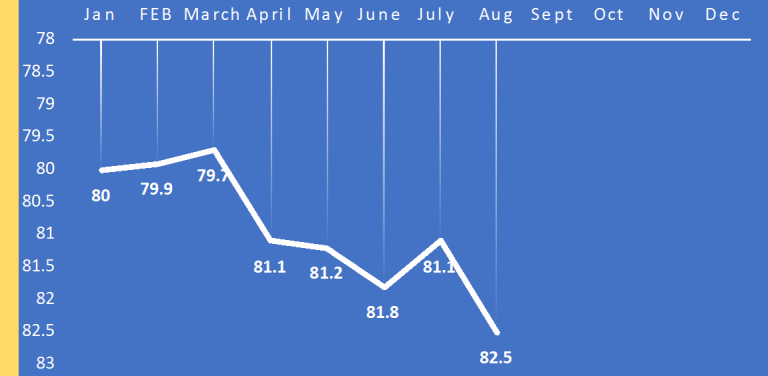
### WELL #4 STATIC LEVELS 2024



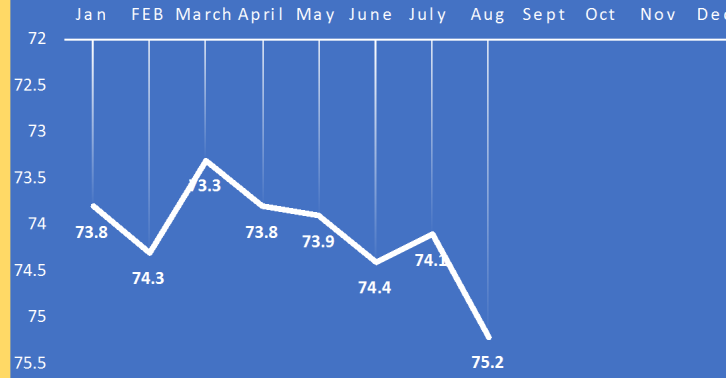
### WELL #5 STATIC LEVELS 2024



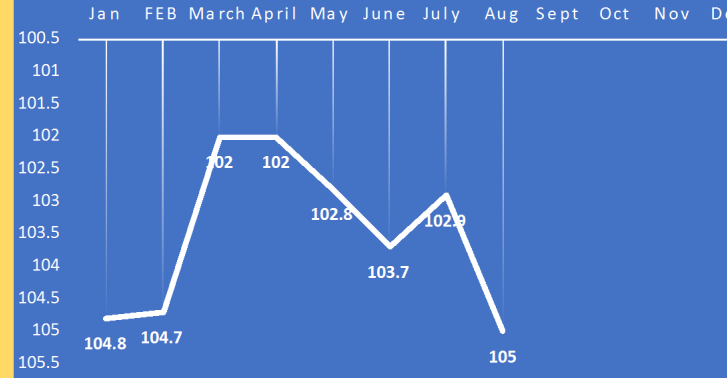
### WELL #6 STATIC LEVELS 2024



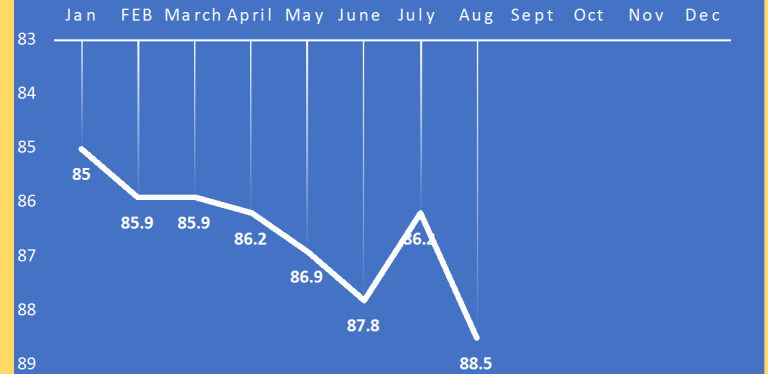
### WELL #8 STATIC LEVELS 2024



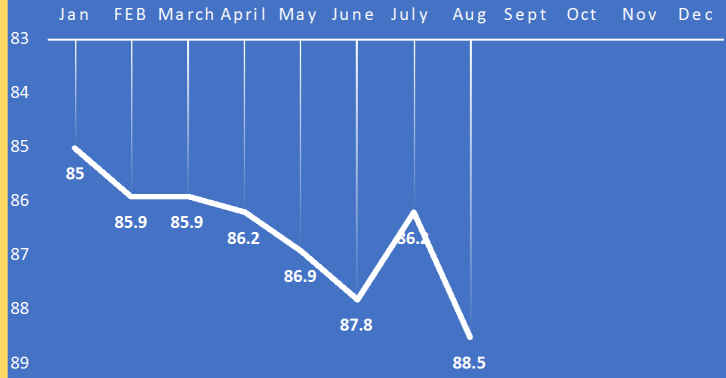
### WELL #9 STATIC LEVELS 2024



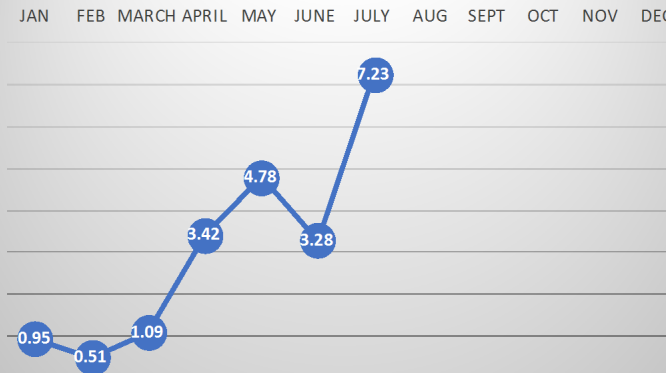
### WELL #10 STATIC LEVELS 2024



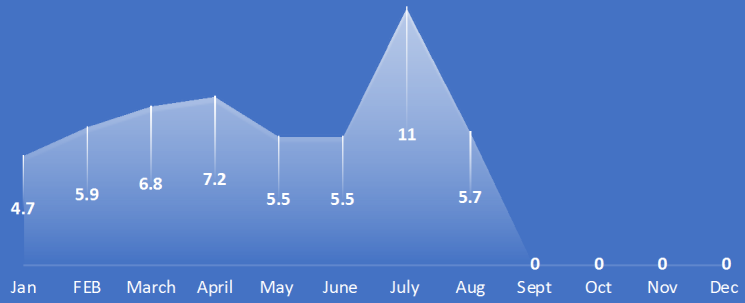
### WELL #11 STATIC LEVELS 2024



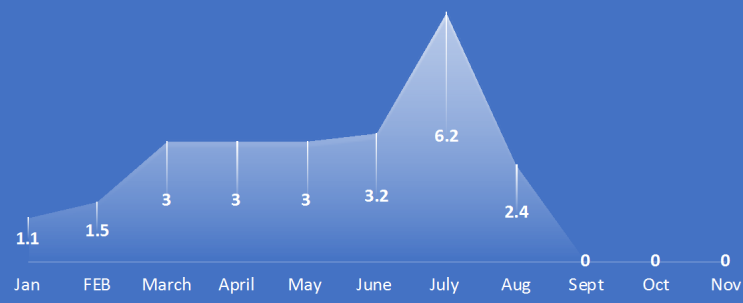
### Precipitation 2024



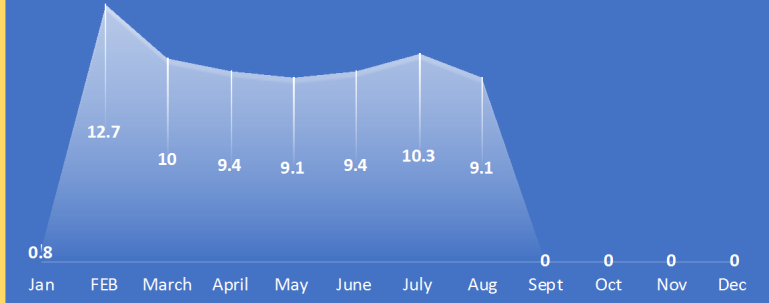
### WELL # 4 PUMPING LEVEL TO STUTOFF



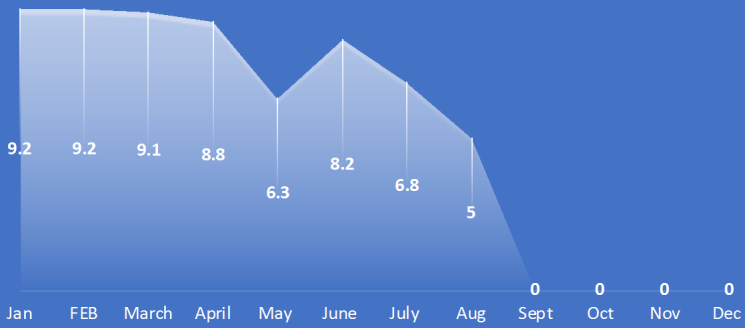
### WELL # 5 PUMPING LEVEL TO SHUTOFF



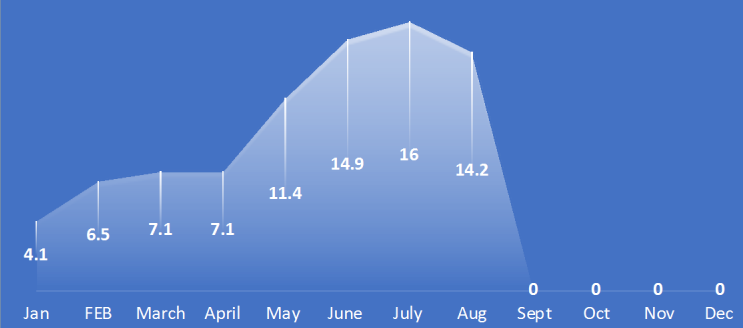
### WELL # 6 PUMPING LEVEL TO SHUTOFF



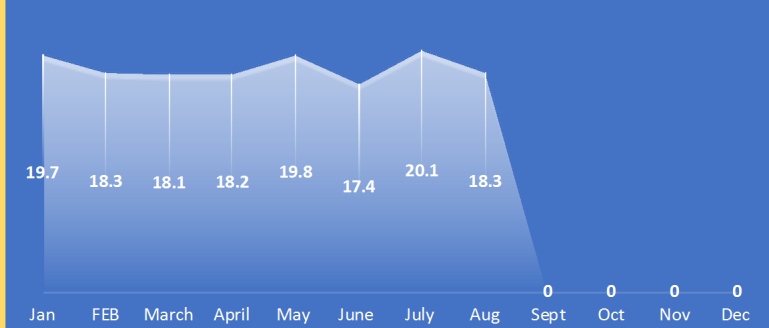
### WELL # 8 PUMPING LEVEL TO SHUTOFF



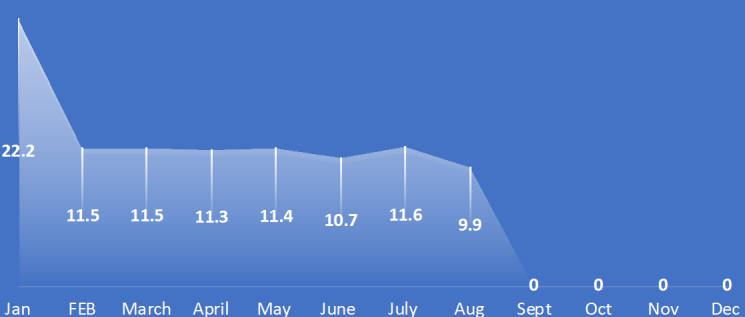
### WELL # 9 PUMPING LEVEL TO SHUTOFF



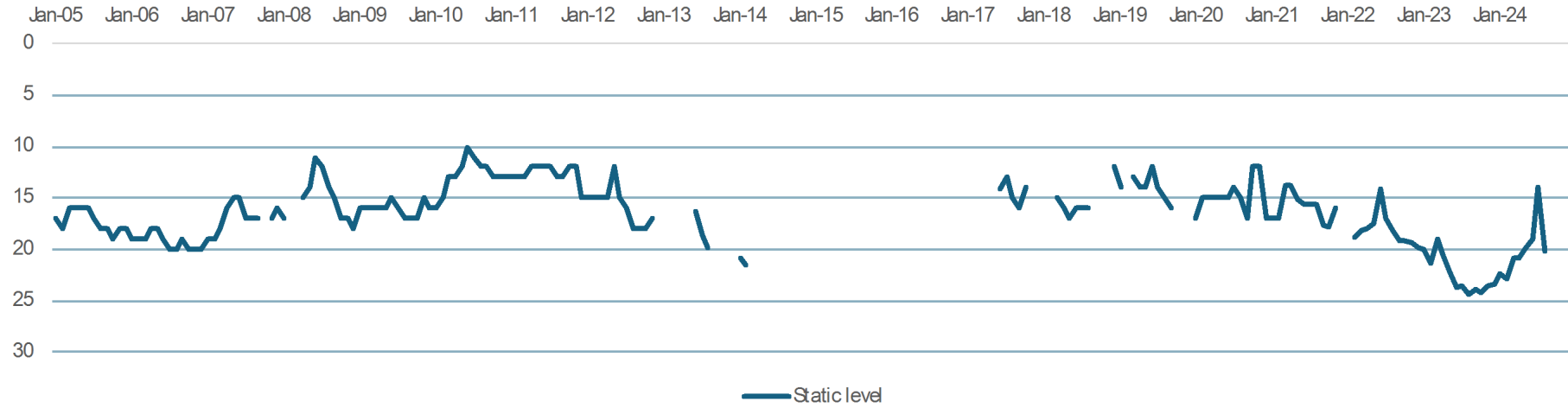
### WELL #10 PUMPING LEVEL TO SHUTOFF



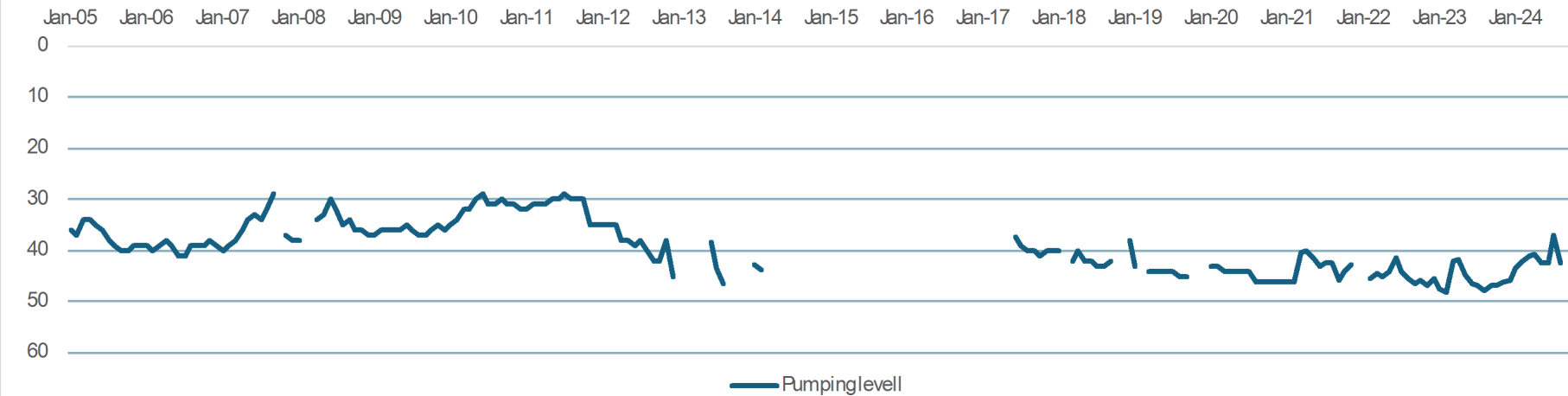
### WELL # 11 PUMPING LEVEL TO SHUTOFF



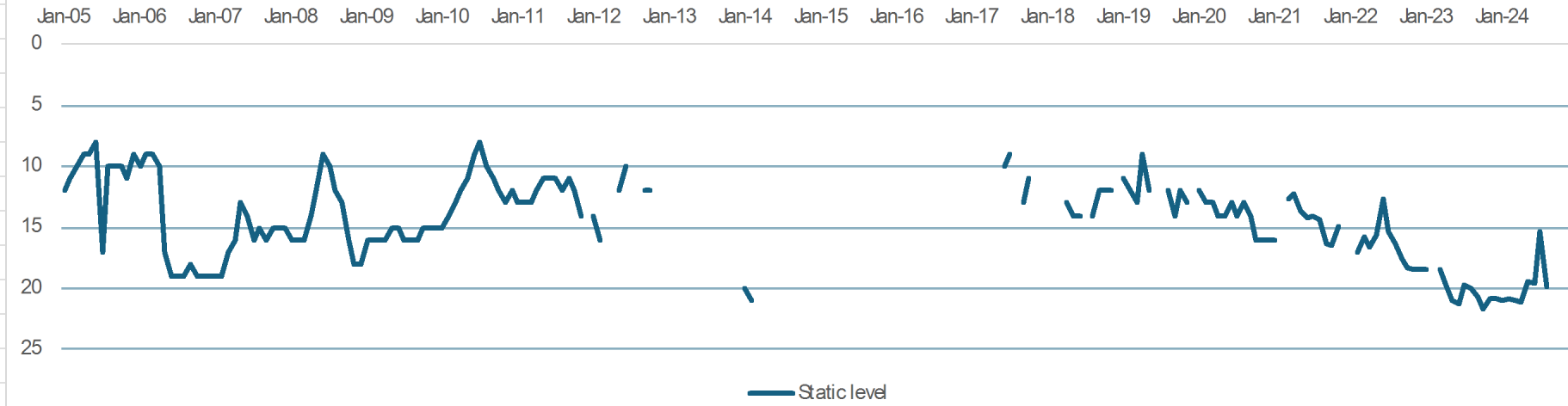
### Well #4 Static level



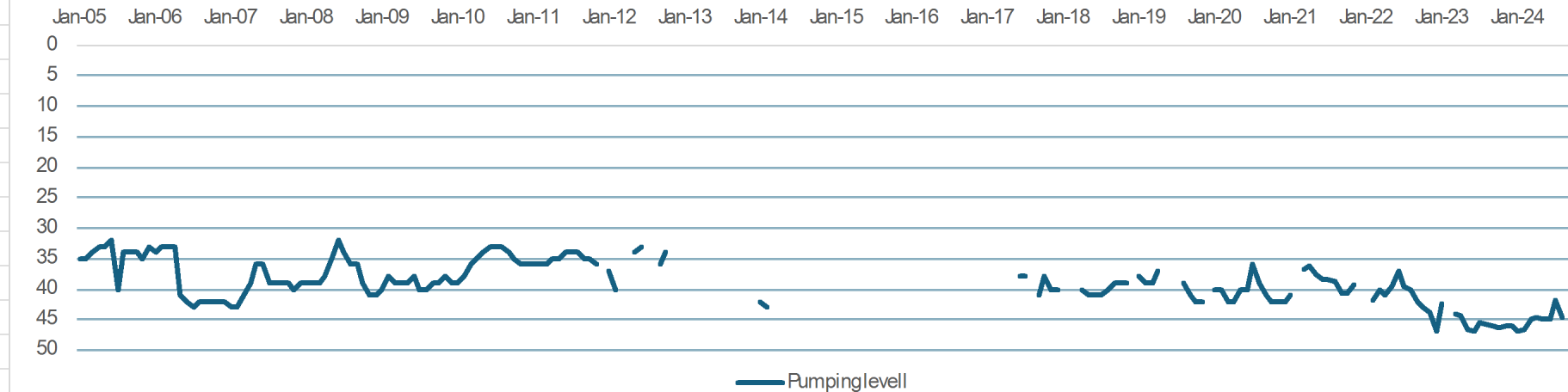
### Well #4 Pumping level



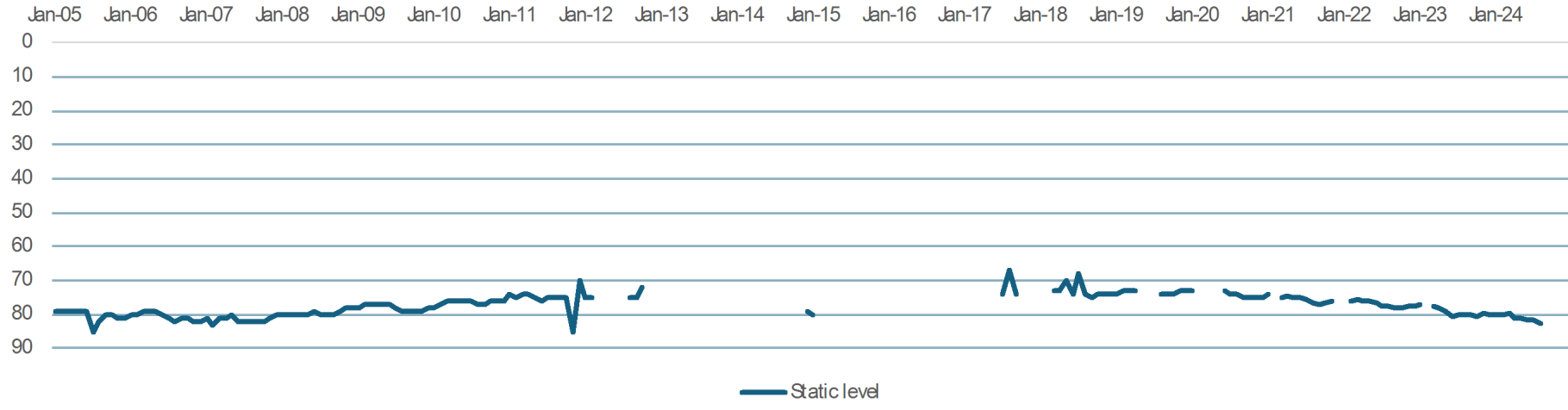
### Well #5 Static level



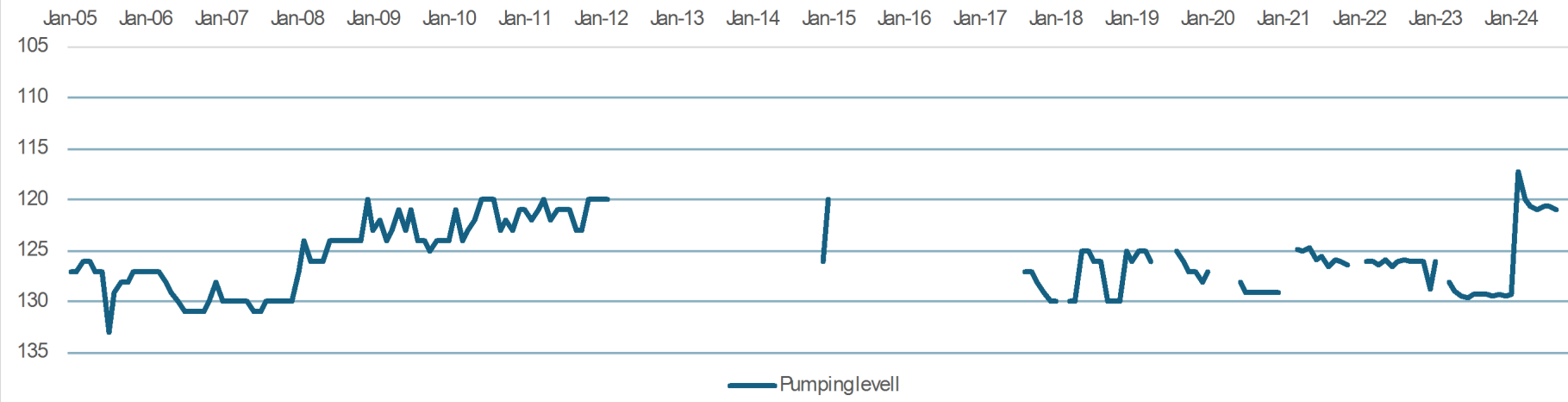
### Well #5 Pumping level



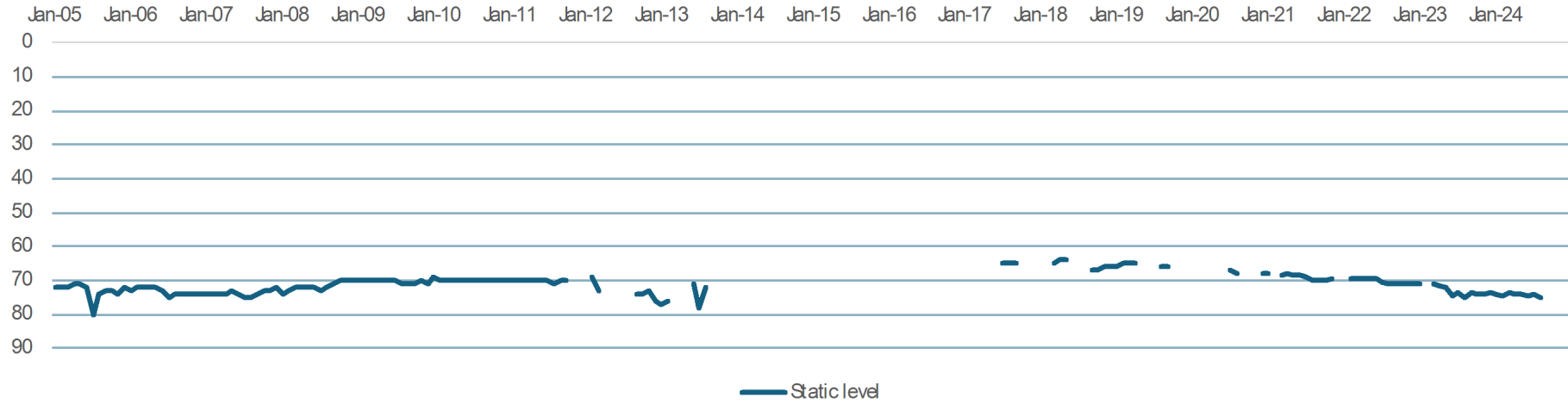
### Well #6 Static level



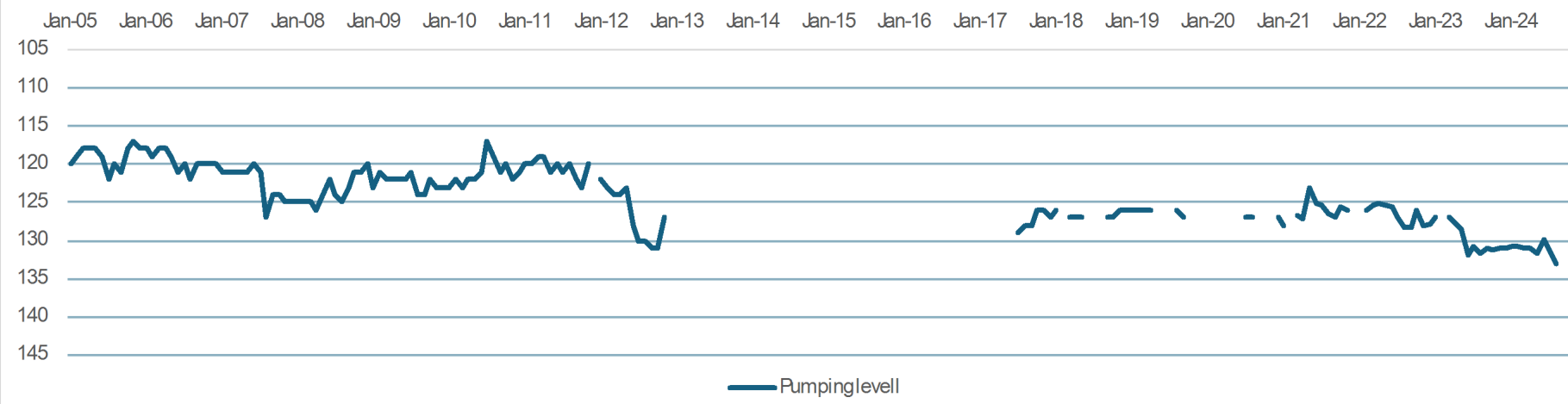
### Well #6 Pumping level



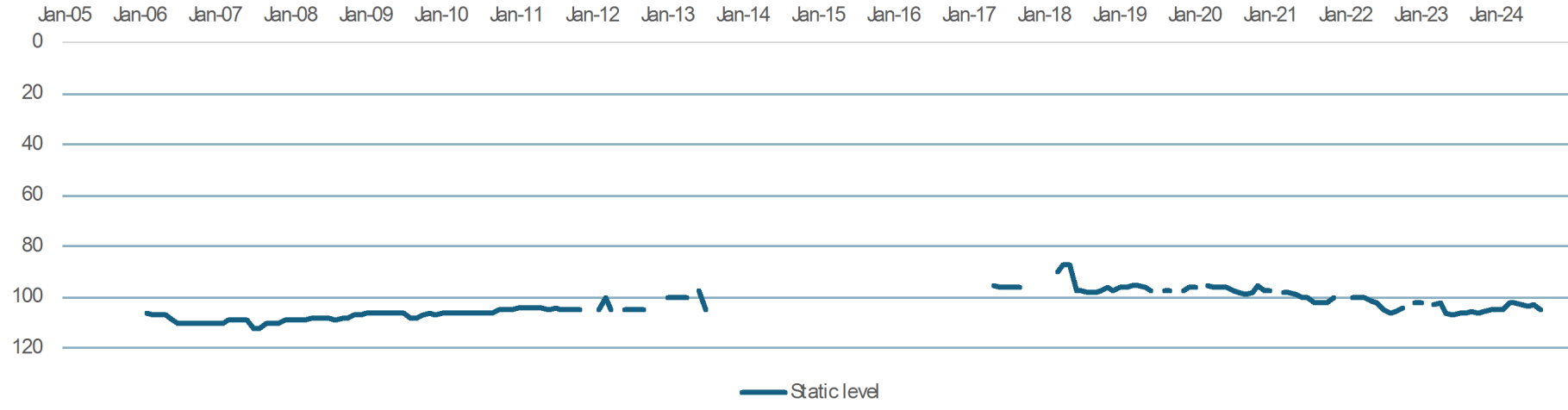
### Well #8 Static level



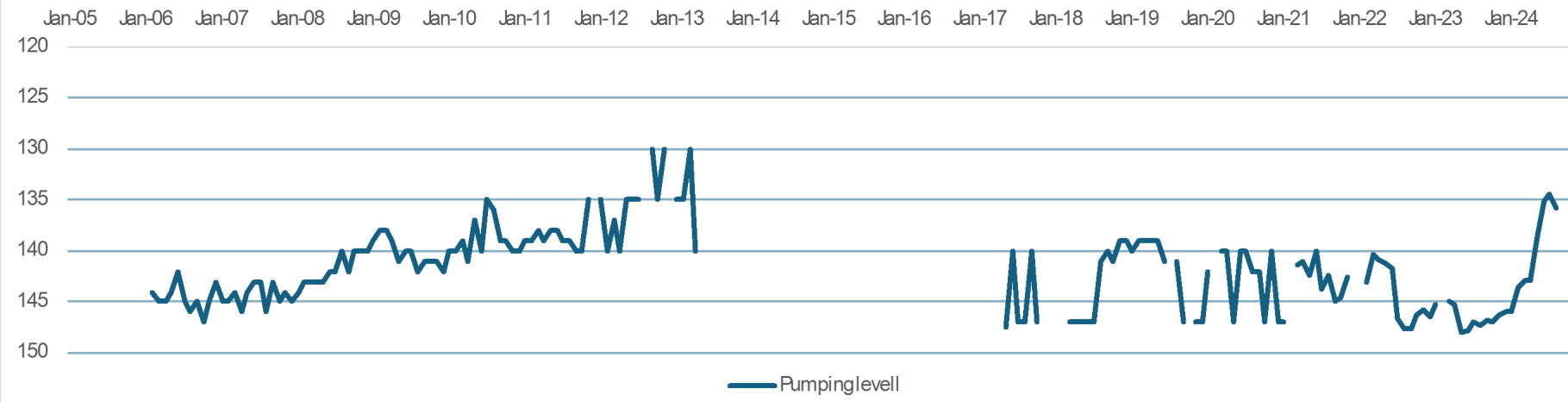
### Well #8 Pumping level



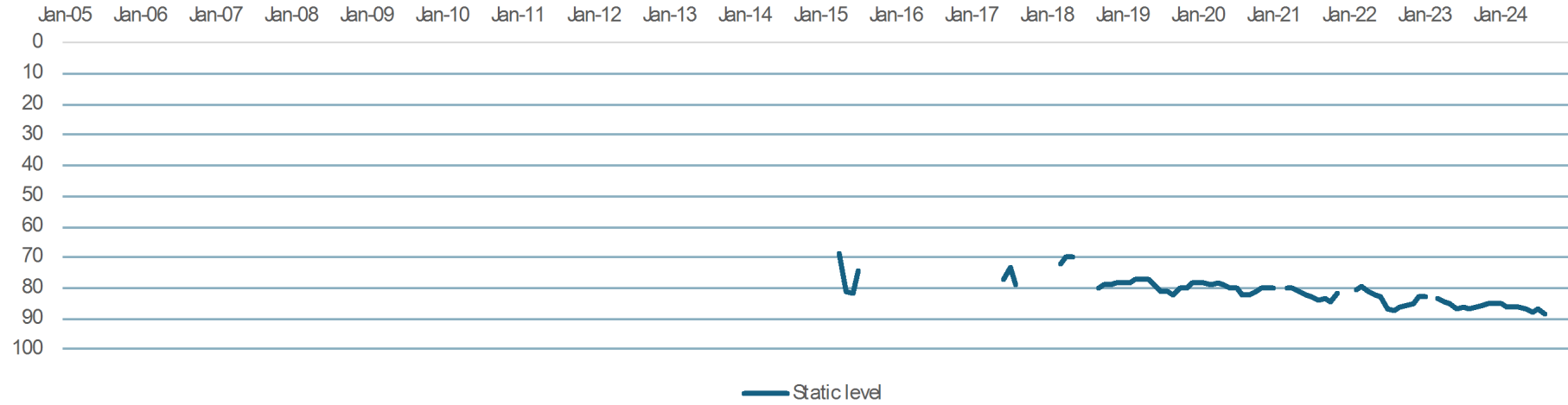
### Well #9 Static level



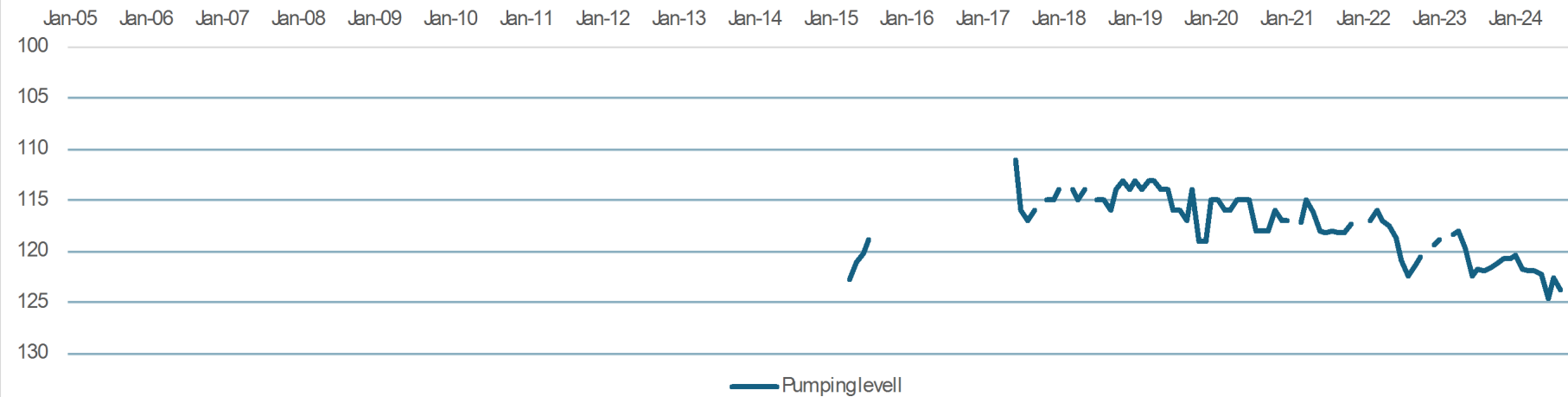
### Well #9 Pumping level



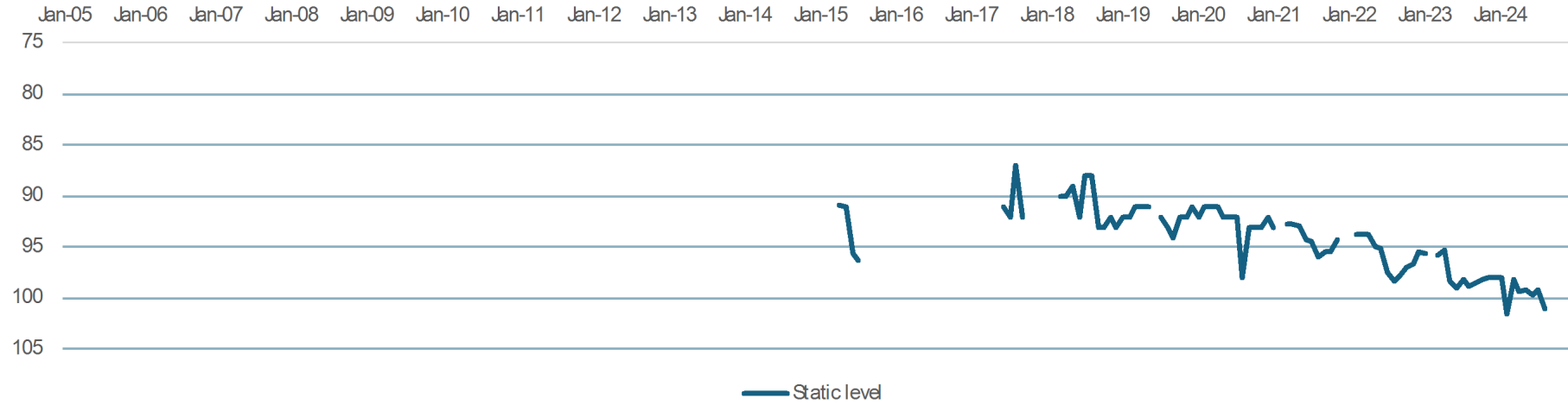
### Well #10 Static level



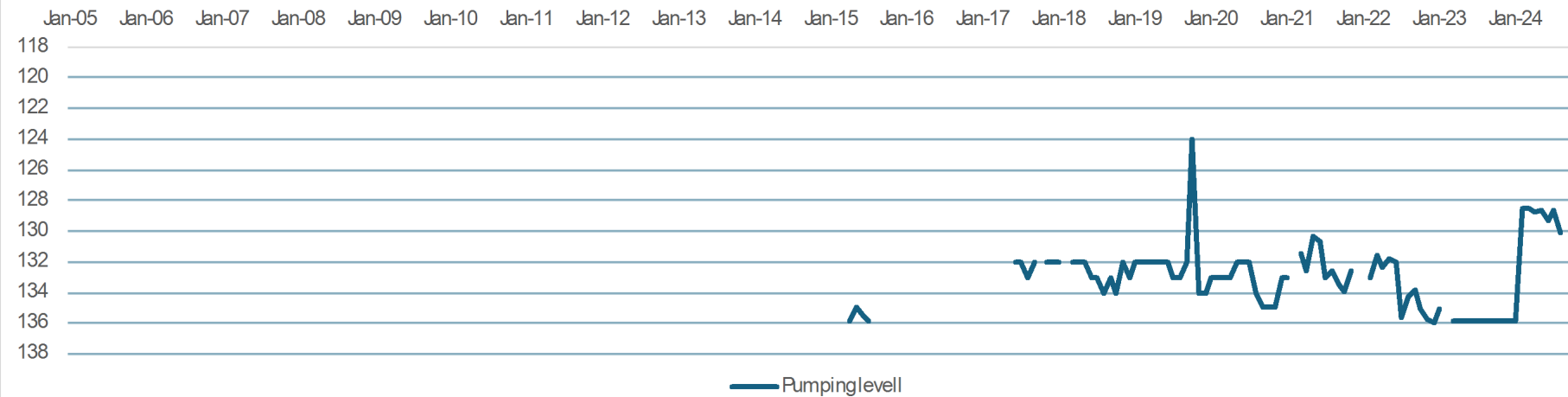
### Well #10 Pumping level



### Well #11 Static level



### Well #11 Pumping level



**WELL VOLUME OF WATER AVAILABLE IN GALLONS**

$V = \pi r^2 h * Sy$  Colby Osborn formula from Olssons  
 Where:  
 $V$  is the volume of the cylinder, adjusted for specific yield  
 $\pi$  is the mathematical constant pi  
 $r$  is the radius of the cylinder,  
 $hh$  is the height of the cylinder.  
 $Sy$  is specific yield  
 $V = 3.14159 * (2640 \text{ ft})^2 * 30 \text{ ft} * 0.15$   
 $V = 98530398.7 \text{ ft}^3$  or **737,058,567 gallons.**

**Well #4**

27.9 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	245,859
100	983,437
200	3,933,748
500	24,585,926
1000	98,343,705
2640 1/2 mile	685,416,287

**Well #5**

27.2 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	239,691
100	958,763
200	3,835,052
500	23,969,075
1000	95,876,300
2640 1/2 mile	668,219,462

**Well #6**

47.5 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	418,578
100	1,674,310
200	6,697,242
500	41,857,760
1000	167,431,039
2640 1/2 mile	1,166,927,370

**Well #7**

0 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	0
100	0
200	0
500	0
1000	0
2640 1/2 mile	0

**Well #8**

62.8 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	553,404
100	2,213,615
200	8,854,458
500	55,340,364
1000	221,361,458
2640 1/2 mile	1,542,800,817

**Well #9**

45 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	396,547
100	1,586,189
200	6,344,755
500	39,654,720
1000	158,618,879
2640 1/2 mile	1,105,510,140

**Well #10**

53.5 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	471,451
100	1,885,802
200	7,543,209
500	47,145,056
1000	188,580,223
2640 1/2 mile	1,314,328,722

**Well #11**

39 feet of water from static to maximum pumping level	
Radius from well in feet	Gallons available
50	343,674
100	1,374,697
200	5,498,788
500	34,367,424
1000	137,469,695
2640 1/2 mile	958,108,788

**Total Water available from all wells**

radius	Gallons available
50	2,669,203
100	10,676,813
200	42,707,252
500	266,920,325
1000	1,067,681,300
2640	7,441,311,585

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF WAVERLY OF LANCASTER COUNTY, NEBRASKA  
AND THE CITY OF LINCOLN, NEBRASKA / LINCOLN FIRE & RESCUE DEPARTMENT**

THIS Interlocal (“Agreement”), made and entered into by and between the City of Waverly (“Fire District”); and the Lincoln Fire & Rescue Department (“LFR”); and the City of Lincoln, Nebraska, a Nebraska Political Subdivision and Municipal Corporation, (hereinafter collectively referred to as “City”).

WHEREAS, NEB. REV. STAT. § 35-514.02 (as amended) provides “a rural and suburban fire protection district may establish an emergency medical service, including the provision of scheduled or unscheduled ambulance service” and “may enter into agreements under the Interlocal Cooperation Act and the Joint Public Agency Act for the purpose of establishing an emergency medical service” and “may contract with any city, person, firm, corporation, or other fire protection district to provide such services, may expend funds of the district, and may charge a reasonable fee to the user”; and,

WHEREAS NEB. REV. STAT. § 13-303 (as amended) provides “The governing bodies of cities and villages may establish an emergency medical service, including the provision of scheduled and unscheduled ambulance service, as a governmental service either within or without the county or municipality. If the governing body may contract with any city, person, firm, or corporation licensed as an emergency medical service for emergency medical care by out-of-hospital emergency care providers. Each may enter into an agreement with the other under the Interlocal Cooperation Act or Joint Public Agency Act for the purpose of establishing an emergency medical service or may provide a separate service for itself”; and,

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, et seq. (as amended), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and,

WHEREAS, the LFR possess the regulatory licensure and approval, personnel, equipment, training, skills, knowledge and medical direction to provide Advanced Life Support Emergency Ambulance Service (“ALS-EAS”) within the State of Nebraska; and,

WHEREAS the Fire District desires to ensure there is Advanced Life Support Emergency Ambulance Service (“ALS-EAS”) available to the Fire District; and,

WHEREAS, the City, by and through LFR, is charged with the responsibility of providing ALS-EAS within the City of Lincoln, Nebraska; and,

WHEREAS the City maintains equipment and staffing allowing LFR to provide supplemental ALS-EAS to the Fire District pursuant to the terms and conditions set forth herein; and,

WHEREAS the Fire District maintains resources to enter to this Agreement for ALS-EAS with the City pursuant to the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

The City, by and through LFR, agrees to provide ALS-EAS outside the corporate limits of the City of Lincoln, Nebraska and within the Service Area of the Fire District to the extent and in the manner hereinafter set forth:

1. This Agreement shall apply only to those requests for ALS-EAS originating within the Area of Service of the Fire District. The City shall not respond to requests for ALS-EAS originating outside the City of Lincoln, Nebraska, and outside the Area of Service for the Fire District, except as may be requested by another rural fire district or emergency agency; However, nothing in this Agreement shall otherwise prevent LFR from responding to emergencies pursuant to mutual aid agreements, declared disasters, or other emergencies not related to requests for ALS-EAS from the Fire District.
2. LFR shall aid with the provision of ALS-EAS and, the readiness to provide such service, to the Fire District. The City shall not be the sole provider of Emergency Ambulance Service to the Fire District and shall only respond to calls for ALS-EAS at the request of the Fire District.
3. LFR is not automatically dispatched to any incidents within the Area of Service of the Fire District by the Lincoln Lancaster 911 Center. For Alpha, Bravo, Charlie, or Delta responses (as defined by the current medical priority dispatch system used by the City), the Fire District may request ALS-EAS after arriving on location and determining a need for an advanced level of pre-hospital emergency care; When dispatched to an Echo response that includes credible pre-arrival information indicating a need for ALS-EAS, the Fire District may request LFR to respond and provide ALS-EAS prior to arriving on location.
4. LFR will provide ALS-EAS when available, however in times of peak-demand within the City of Lincoln, Nebraska, ALS-EAS response may be delayed until such time that an ambulance resource becomes available. LFR command staff will notify the Fire District by means of the dispatch center when response will be delayed. Under this Agreement LFR will not respond to incidents to aid with "Lift Assists" or to provide lifting and moving of patients.
5. The City agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities which are necessary for the performance of ALS-EAS to the Fire District; (b) furnish all materials, supplies, and equipment specified to be incorporated into and which are necessary for the performance of ALS-EAS to the Fire District; (c) provide and perform all necessary labor in accordance with the provisions of the Agreement Documents; and (d) execute and complete all services and work included therein.
6. All matters relating to the duties, standards of service, discipline of employees, rendition of performance, training, and other such matters incidental to the performance of this Agreement, and the personnel employed in the performance of this Agreement shall be under the exclusive control of the City. In exercising this control, the City shall give due consideration to those complaints and reasonable requests of the Fire District which are properly brought to its attention.
7. The City and LFR shall assume responsibility for supplying all supervision of its employees and agents and shall not be responsible for the supervision of the employees and agents of the Fire District. The City and LFR shall be responsible for supplying all materials, communications, and equipment, (including vehicles) necessary for the rendering of ALS-EAS offered to the Fire District. Maintenance and replacement of vehicles and equipment used in the performance of Emergency Ambulance Service shall be pursuant to LFR policy and procedure and all laws, rules, and regulations governing the maintenance and replacement of same.
8. The City and LFR warrants it has trained and instructed its employees, representatives, consultants, and subcontractors to abide by all laws, rules, and regulations governing the practices and procedures under which the City, LFR, and its employees, representatives, consultants, and subcontractors is/are licensed, and shall act within the parameters of all applicable ethical and professional standards in providing the services.

9. The City agrees that it, and its employees, representatives, consultants, and subcontractors, shall, at all times during the Agreement, be properly licensed, credentialed, and/or certified to provide the services they perform pursuant to this Agreement.

10. The Fire District shall pay the City a fee for providing ALS-EAS in the sum of \$641.11 per ALS-EAS request for the first year of this Agreement. The fee for each successive year thereafter shall be increased by five percent (5%) unless otherwise agreed upon by the Fire District and the City.

a. Payment for requests occurring between April 1 – March 31 shall be due as follows:

- i. One-half (1/2) of the amount due (invoiced by the City) on or before December 15; and,
- ii. One half (1/2) of the amount due (invoiced by the City) on or before June 15, each year. Failure to pay on time constitutes a breach of this Agreement until full payment is received.

b. Invoicing methodology:

- i. The total number of district calls shall include those calls in which LFR was dispatched to the Fire District, or the Fire District requests LFR and/or are requested by another dispatch center at the request of the Fire District.

11. Patient Billing and Payment:

- a. The City will bill the patient or the financially responsible party when a transport occurs in a City ambulance, and shall retain all amounts collected therefrom. The financially responsible party shall not include the Fire District, and the Fire District shall not be billed when a transport occurs in a City ambulance, unless the Fire District is the financially responsible party pursuant to law or not in compliance with the Agreement, such as delinquent in payment or has requested assistance from the City for an incident originating outside the "Area of Service". Nothing in this agreement shall limit any rights or remedies that the City may have or choose to exercise in collection of any amounts due from the financially responsible party.
- b. When the City intercepts, LFR providers deliver ALS-EAS, and transport is provided in an ambulance not owned by the City, the transporting agency may bill the patient or the financially responsible party as they deem appropriate and will retain all collected amounts therefrom.
- c. To facilitate an efficient and effective billing process, the Fire District shall provide initial billing company and contact information requested in Attachment A, and hereby authorizes the City, if requested by the Fire District, to forward patient care reports related to billings to any billing service hired by the Fire District, provided that said billing services have previously entered into Business Associate agreements with the City. In the event the Fire District changes the billing service to another billing service, the Fire District shall provide an addendum to this Agreement demonstrating the name and contact information for the new billing service. Unless a reasonable objection is provided by the City, the new billing service shall be recognized by the City. The Parties hereto agree and acknowledge that changing the billing service does not constitute an amendment to this Agreement and the addendum can be added administratively by the Parties.

- d. Nothing in this agreement shall limit the Fire District from entering into agreements with other mutual aid departments.
- e. All payments shall be submitted to:

Lincoln Fire & Rescue  
EMS Business Manager  
901 West Bond, Suite 200  
Lincoln, NE 68521

- 12. The Parties agree to follow the National Incident Management System (NIMS) at all incidents. The Authority having Jurisdiction (AHJ) retains authority over and responsibility for the emergency incident unless a separate Delegation of Authority has been approved by both parties.

The term of this Agreement shall be from September 1, 2024, and shall continue until August 31, 2025. This Agreement may be renewed upon consent of all parties for a period of one (1) subsequent year for up to nine (9) additional years.

- 13. This Agreement may be terminated as follows:

- a. The City, or the Fire District, may terminate this Agreement at any time and for any reason, with or without cause, upon providing the other party written notice of such termination not less than thirty (30) calendar days prior to the effective date of termination. Upon termination, all requests for ALS-EAS by the terminated Fire District will be billed through the last day of the Agreement, and the amount owed will be due within sixty (60) days of receipt of invoice.
- b. If the Fire District fails to make payment as required by this Agreement, the City may immediately terminate this Agreement; or,
- c. The City, or Fire District, may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City or Fire District.
- d. As otherwise allowed by law.

- 14. Each party agrees to indemnify, defend and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, employees, and agents from and against all claims, demands, suits, actions, payments, liabilities, judgments, and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, employees, or agents.

15. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the Fire District, and employees of the Fire District shall not be deemed to be employees of the City. The City and the Fire District shall be responsible to their respective employees for all salaries and benefits. Neither the City's employees nor the Fire District's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Accordingly:
- a. City shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
  - b. Fire District shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
  - c. The Parties acknowledge that some LFR personnel, during their off-duty hours, may work in a volunteer or paid capacity with the Fire District. The City shall not be responsible for the payment of salary and benefits, including workers compensation, for such personnel while they are off duty from LFR and are performing services in a volunteer or paid capacity for the Fire District.
16. Neither the Fire District nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party to the Agreement. The foregoing notwithstanding, it is understood that the City may cause the services to be provided hereunder by use of contractors as allowed under State law or Section 7.08.010 of the Lincoln Municipal Code.
17. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
18. Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person based on race, color, religion, sex, disability, national origin, age marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
19. The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
20. The City agrees to provide prompt and efficient service to the Fire District, but nothing in this Agreement shall be construed to incorporate a required response time or other performance measure not required by applicable law.
21. The Fire District shall use reasonable efforts to inform the City of road, weather, bridge, or other conditions affecting the City's response to a request for service.
22. For purposes of the Health Insurance Portability and Protection Act (HIPAA) and subsequently the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") City has been designated a "hybrid entity", and LFR is a "covered entity" as defined in part by 45 C.F.R. § 160.103 (as amended). Performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103. Fire District acknowledges and agrees to enter into, and comply with, the terms and conditions contained in the Business Associate Agreement, attached hereto, marked as Attachment B, and incorporated by reference.

- 23. This Agreement and incorporated Attachments represents the entirety of the Agreement between the parties, and all prior agreements, negotiations or representations are hereby expressly excluded from this Agreement. The Parties agree the terms and conditions of this Agreement shall prevail and govern in the case of any inconsistent terms that appear in the other Agreement Documents. In the event of silence or ambiguity in the Agreement, the Agreement Documents shall be referred to in the prioritized order listed above.
- 24. It is expressly understood neither City nor Fire District waives its governmental immunity, sovereign or otherwise, by entering into this Agreement, and fully retains all immunities and defenses provided by law.
- 25. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

The City and the Fire District hereby agree all the terms and conditions of the Agreement shall be binding upon themselves, their successors, and their assigns.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Waverly.

CITY OF WAVERLY

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Lincoln, Nebraska.

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
 Söndra Washington; Council Chair  
 City of Lincoln, Nebraska City Council  
 555 South 10th Street | Rm 111

**ATTACHMENT A**

**1) Choose one option:**

The City of Waverly does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to the City of Waverly at: \_\_\_\_\_.

The City of Waverly authorizes Lincoln Fire & Rescue to send patient care reports directly to the City of Waverly's billing company (selected below) for the purposes of this Agreement.

**Quick Med Claims, PO Box 641880, Omaha, NE 68164**

**One Billing Solutions, 10802 Farnam Dr., Omaha, NE 68154**

**HMKB Billing, PO Box 745, Tecumseh, NE 68450**

**Other: \_\_\_\_\_**

**2) Financial invoices shall be sent to:**

Name: **City of Waverly**  
Attention: **City Administrator Stephanie Fisher**  
Address: **PO Box 427, Waverly NE 68462**  
Phone: **402-786-2312**  
E-Mail: **cityadministrator@citywaverly.com**

**3) Correspondence related to this Interlocal Agreement shall be sent to:**

Name: **City of Waverly**  
Attention: **City Administrator Stephanie Fisher**  
Address: **PO Box 427, Waverly NE 68462**  
Phone: **402-786-2312**  
E-Mail: **cityadministrator@citywaverly.com**

**4) Individual designated to assist the Fire District representative in determining which dispatches belong to the Fire District:**

Name: **Jared Rains**  
Address: **10530 N. 141<sup>st</sup> St, Waverly NE 68462**  
Phone: **402-440-9309**  
E-Mail: **firechief@citywaverly.com**

# **HIPAA Business Associate Agreement**

## **ARTICLE I**

### **PREAMBLE AND DEFINITIONS.**

**Section 1.01** Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), City of Lincoln Nebraska, a Municipality, duly organized and existing under the laws of the State of Nebraska, whose notice address is 901 W. Bond, Suite 200, Lincoln NE 68521 ("**Covered Entity**"), and the Fire District ("**Business Associate**"), enter into this Business Associate Agreement ("**BAA**") as of September 1, 2024, (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

**Section 1.02** This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use or disclose in connection with the functions, activities and services that Business Associate performs for Covered Entity. The functions, activities and services that Business Associate performs for Covered Entity may be the subject of a separately drafted agreement executed between the Covered Entity and Business Associate (the "**Underlying Agreement**").

**Section 1.03** Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates.

**Section 1.04** Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and use.

**Section 1.05** A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA and the HIPAA Rules.

## **ARTICLE II**

### **GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.**

**Section 2.01** Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

**Section 2.02** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

**Section 2.03** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

**Section 2.04** The Business Associate agrees to the following breach notification requirements:

(a) Business Associate shall notify Covered Entity by telephone call without unreasonable delay, which in no event shall be more than three business days from which Business Associate knows of such Breach, Unauthorized Use or Disclosure, or Security Incident, or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall notify Covered Entity of all Breaches, even if Business Associate determines there is a low probability that the PH has been compromised based on its risk assessment. Business Associate shall provide a full written report to Covered Entity within five business days of verbal notice. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. 164.404(c) at the time of notification or as promptly thereafter as information becomes known. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary and/or any other parties as required under HIPAA, the HITECH Act, ARRA and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification. In the event Business Associate fails to perform its obligations hereunder, the Covered Entity shall have the right, within its sole discretion, to take over the notification functions specified herein. Any and all costs incurred by Covered Entity in fulfilling the notification requirements specified in HIPAA, the HITECH Act, ARRA or the HIPAA Rules, including but not limited to attorneys' fees, fines, penalties, publication and mailing charges, and any fees associated with creating and maintaining a toll-free call number or modifications to any Covered Entity website related to breach notification, shall be paid immediately by Business Associate upon demand by Covered Entity consistent with Article VI of this BAA.

(c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act or ARRA, Business Associate bears the burden of demonstrating that notice as required under this **Section 2.04** was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

**Section 2.05** Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

**Section 2.06** Business Associate agrees to make available PHI in a Designated Record Set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524. Business Associate shall be solely responsible for verifying the right of any individual or individual's designee to access the requested PHI.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.

(b) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

**Section 2.07** Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

**Section 2.08** Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the individual or individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.528.

**Section 2.09** Business Associate agrees to make its internal practices, books and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in **Article VIII**).

**Section 2.10** To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

**Section 2.11** Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this **Section 2.11**, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in **Article V**) ("**EHR**") in a manner consistent with 45 C.F.R. 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf

of the Covered Entity only during the three years prior to the date on which the accounting is requested directly from the Business Associate.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

**Section 2.12** Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

**Section 2.13** Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### **ARTICLE III PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

**Section 3.01** General Uses and Disclosures. Business Associate agrees to receive, create, use or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule or Security Rule (as defined in **Article V**) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment and health care operations," in accordance with the Privacy Rule.

**Section 3.02** Business Associate may use or disclose PHI as Required By Law.

**Section 3.03** Business Associate agrees to make uses and disclosures and requests for PHI consistent with the "Minimum Necessary" requirements of HIPAA.

**Section 3.04** Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the covered entity

**Section 3.05** Business Associate may use or disclose PHI as necessary to carry out Business Associate Functions.

**Section 3.06** Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

### **ARTICLE IV OBLIGATIONS OF COVERED ENTITY.**

**Section 4.01** Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

**Section 4.02** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under **Article III** of this BAA.

**ARTICLE V**  
**COMPLIANCE WITH SECURITY RULE.**

**Section 5.01** Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

**Section 5.02** In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

**ARTICLE VI**

## INDEMNIFICATION.

Business Associate shall indemnify, defend and hold harmless the Covered Entity, its sponsor, if different from Covered Entity, and sponsor's and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage or injury (including, without limitation, all costs and attorneys' fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to **Section 2.04** or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under the Underlying Agreement or under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors. The parties acknowledge and agree that, to the extent this Article VI is inconsistent with any agreement of the parties in the Underlying Agreement, this Article VI of this BAA shall control.

## ARTICLE VII TERM AND TERMINATION.

**Section 7.01** This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:

- (a) The term of this Agreement shall be effective for ten (10) years; or
- (b) Either party terminates for cause as authorized under **Section 7.02**.

**Section 7.02** Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed fifteen (15) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

**Section 7.03** Upon termination of this BAA for any reason, the parties agree that upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- (a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
- (b) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form.
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above under "Specific Other Uses and Disclosures"] which applied prior to termination.

(e) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**Section 7.04** The obligations of Business Associate under this Section 7 shall survive the termination of this BAA and the Underlying Agreement.

## **ARTICLE VIII MISCELLANEOUS.**

**Section 8.01** The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.

**Section 8.02** The respective rights and obligations of Business Associate under **Article VI** and **Article VII** of this BAA shall survive the termination of this BAA.

**Section 8.03** This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court or the regulatory agency.

(c) Any provision of this BAA that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

**Section 8.04** This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

**Section 8.05** This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

**Section 8.06** This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

**Section 8.07** Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of Nebraska unless the Underlying Agreement specifies that a different state's laws shall control in which event this BAA shall be subject to the laws of the state specified in the Underlying Agreement.

**Section 8.08** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

	<b>Fire District</b>	<b># of Calls</b>	<b>Rate Per Call</b>	<b>Amount Due from Each Fire District</b>
1.	Adams, Village of	15	\$ 641.11	\$ 9,616.65
2.	Bennet Rural Fire District	13	\$ 641.11	\$ 8,334.43
3.	Ceresco Rural Fire District	2	\$ 641.11	\$ 1,282.22
4.	Clatonia, Village of	11	\$ 641.11	\$ 7,052.21
5.	Cortland Rural Fire District	2	\$ 641.11	\$ 1,282.22
6.	Douglas, Village of	11	\$ 641.11	\$ 7,052.21
7.	Elmwood Rural Fire District	0	\$ 641.11	\$ -
8.	Firth Rural Fire District	4	\$ 641.11	\$ 2,564.44
9.	Greenwood, Village of	0	\$ 641.11	\$ -
10.	Hallam Rural Fire District	0	\$ 641.11	\$ -
11.	Hickman Rural Fire District	10	\$ 641.11	\$ 6,411.10
12.	Malcolm-Rural Fire District	7	\$ 641.11	\$ 4,487.77
13.	Palmyra, Village of	2	\$ 641.11	\$ 1,282.22
14.	Raymond Rural Fire District	11	\$ 641.11	\$ 7,052.21
15.	Southeast Rural Fire District	3	\$ 641.11	\$ 1,923.33
16.	Southwest Rural Fire District	1	\$ 641.11	\$ 641.11
17.	Valparaiso Rural Fire District	6	\$ 641.11	\$ 3,846.66
18.	Waverly, City of	8	\$ 641.11	\$ 5,128.88

**TOTAL**

**106**

**\$67,957.66**



**Christiansen Tree Service Inc**

1450 N 6th Road  
 Eagle, NE 68347  
 Phone: 402-430-4644

Phone # 402-430-4644

# Estimate

Date	Estimate #
7/30/2024	037945

Name / Address
Waverly Parks Department 14130 Lancashire Street, Waverly, NE. 68462

Project

Description	Qty	Rate	Total
Tree removal of (1) Cottonwood. We will cut to the stump. Yard will be raked up and all hauled away.		10,000.00	10,000.00
**Please review scope of work for accuracy. The crew will only do the work listed on the estimate. They will do additional work only if homeowner/customer requests it. There may be an additional charge for added work.**		0.00	0.00
We are a fully insured family owned and operated business. We carry liability insurance to cover your property. We also carry Worker's Comp insurance on all of our employees. This ensures if an unforeseen accident occurs on your property you will not be held liable as the home owner.  ***If you decide to use Christiansen Tree Service for your tree work. Please reply to the e-mail (christiansentreeservice@gmail.com) or if you do not have email call (402-430-4644) and we will reply with the week we are scheduling.***		0.00	0.00
		<b>Total</b>	\$10,000.00

# Estimate



**Tom Nelson**

4029970830

Tomnelsonpaint@gmail.com

P.o. box 541011

Omaha, NE 68154

Please make checks payable to Tom Nelson

## Estimate For

Waverly Fire Department  
4024321322

## Estimate #

1

## Date

Jul 25, 2024

Item	Quantity	Price	Amount
<b>Fire department building sidewalls cleaning and painting</b>	1	\$17,500.00	\$17,500.00
Apply mildew and residue remover Pressure wash to remove any chalky residue, any foreign mater, any flaky paint and to ready for primer and Paint coatings Minor crack Repairs where previously filled with caulking Block primer and sealer where Bloc k is bare and pr damaged Loxon Block primer from Sherwin-Williams spray and back brush or roll in All goodwill get wood primer coat along with minor repair and caulk where needed Top coat Sherwin-Williams Super Paint custom color of choice on Block wall			
<b>Trim and Doors of fire department building</b>	1	\$4,800.00	*\$4,800.00
Apply mildew and residue remover Pressure wash to remove any chalky residue, any foreign mater, any flaky paint and to ready for primer and Paint coatings Mask off and windows, door knows and any other to be unpainted surfaces Prime coat Top coat custom color of choice			
<b>Saftey poles and other Miscellaneous objects</b>	1	\$1,200.00	*\$1,200.00
Apply mildew and residue remover Pressure wash to remove any chalky residue, any foreign mater, any flaky paint and to ready for primer and Paint coatings Prime coat Top coat saftey color of choice			

Subtotal \$23,500.00

Discount (\$3,525.00)

**Grand Total \$19,975.00**

## Note

All Paint, Labor and Materials Included

15% discount applied for First responders discount

All work has a 4 year warranty against any failures due to product or workmanship

*Tom Nelson*

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Jul 26, 2024

# Proposal



Athey Painting Inc  
9400 Yankee Hill Rd  
Lincoln NE 68526-9482  
402 421-2612

Name	Waverly Fire Station	ATTN: Robin
Address	10530 N 141 Street	
	<a href="#">Waverly, NE 68462</a>	
Phone:		

Date:	07/25/24
Contact:	Buck Athey
Title:	Estimator/PM
Job#:	B-4191

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**We hereby submit specifications and estimates for:**

**Project:** Waverly Fire Station exterior

**Scope:** Prep, pressure wash, scrape and prime wood surfaces where needed. On block areas we would primer effervescent areas with Loxon masonry primer and paint everything with Loxon self-clean from Sherwin Williams:

**Price:** \$18,176.00(Labor & Material)\*^

**\*No work on garage doors.**

**^I have attached the data pages for the products we would be using.**

## EXCLUSIONS:

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We hereby propose to furnish labor and materials-complete in accordance with the above specifications, for the above sum with **payment to be made upon completion**. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This contract is not subject to cancellation.

Signature: *Buck Athey*

**\*\*NO WARRANTY ON REPAIRS\*\***

*NOTE: This proposal maybe withdrawn by us if not accepted within 30 days.*

**\*\*Additional charge for Custom stains, Dark colors and Gloss Finish.\*\***

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**Acceptance of Proposal**

*The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.*

**Payment Due Upon Completion. Credit Cards Are Not Accepted**

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

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

Top Coat

115.13

# Loxon® Self-Cleaning Acrylic Coating - Flat LX13-50 Series



**SHERWIN  
WILLIAMS.**

## CHARACTERISTICS

Loxon Self-Cleaning Acrylic Coating is specifically engineered for exterior, above grade, masonry surfaces requiring a clean and attractive look while providing high performance protection with enhanced water shedding and dirt pick-up resistant properties. This may be applied to a surface with a pH of 6 to 13.

Loxon Self-Cleaning Acrylic Coating is formulated to be self-cleaning by shedding dirt upon rain or water contact.

### Key Attributes and Benefits:

- Excellent dirt pick up resistance
- Excellent water shedding
- Resistant to wind driven rain
- Hydrophobic characteristics
- Adhesion to many concrete surfaces, wood and EIFS
- Highly alkali and efflorescence resistant
- Apply directly to fresh concrete (at least 7 days old)
- Can be applied down to 35°F

**Finish:** 0-10 units @ 85°  
**Color:** many Colors

**Coverage:**  
Wet mils: 5-7  
Dry mils: 2.0-2.9  
Coverage: 225-325 sq. ft. per gallon  
Coverage on porous & rough stucco 125 square feet per gallon.

**Drying Schedule @ 50% RH:** Drying and recoat times are temperature, humidity, and film thickness dependent.

**To touch** @77°F  
**To recoat** 4 hours  
24 hours  
No maximum recoat time.

### Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-7	SherColor
Deep Base	4-12	SherColor
Ultra Deep	10-12	SherColor
Light Yellow	0-12	SherColor

**Extra White LX13W0051**  
(may vary by color)

**V.O.C. (less exempt solvents):**  
less than 50 grams per litre; 0.42 lbs. per gallon  
As per 40 CFR 59.406

**Volume Solids:** 41 ±2%  
**Weight Solids:** 57 ±2%  
**Weight per Gallon:** 11.37 lbs  
**Flash Point:** N.A.  
**Vehicle Type:** 100% Acrylic  
**Shelf Life:** 36 months, unopened  
**Mildew Resistant:**

This coating contains agents which inhibit the growth of mildew on the surface of this coating film. Passes ASTM D3273/D3274

## COMPLIANCE

As of 08/10/2022, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N/A
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	Yes

## APPLICATION

**Temperature:**  
minimum 35°F  
The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.  
**Reducer:** No reduction necessary  
**Airless Spray:**  
Pressure 2000 p.s.i.  
Tip .017-.021 inch  
**Brush:** nylon-polyester  
Purdy Pro-Extra  
**Roller Cover:** 1/2-3/4 inch nap synthetic  
Purdy Marathon

Spray and back roll on porous & rough stucco to achieve required film build and a pin-hole free surface.

For porous block, a coat of Loxon Acrylic Block Surfacers is required to achieve a pinhole free surface.

Apply at temperatures above 35°F. When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

For best performance results, avoid painting in direct sun or painting substrates with elevated surface temperatures.

Use high bond exterior painter's tape such as ShurTape® FROGTAPE® High Bond Exterior Painter's Tape™ (SMIS 651259798) when coated surface requires masking. Allow coating to dry 24 hours prior to applying to surface.

Do not reduce.

## APPLICATION TIPS

### Sealing and Patching:

After cleaning the surface thoroughly, prime the concrete surface with Loxon Self-Cleaning Acrylic Coating, apply an elastomeric patch or sealant if needed, allow to dry, then topcoat.

To improve the performance, consider:

Use caution when preparing the substrate to create a uniform surface.

Cracks, crevices, and through-wall openings must be patched with an elastomeric patch or sealant.

Fill voids and openings around window and doors with an elastomeric patch or sealant.

Stripe coat all inside and outside corners and edges with 1 coat of Loxon Self-Cleaning Coating.

### Caulking:

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

## RECOMMENDED SYSTEMS

### Concrete, Masonry, Stucco, EIFS:

Self-Prime using 2 coats of Loxon Self-Cleaning  
or  
1 coat Loxon Concrete & Masonry Primer (if needed)  
or  
1 coat Loxon Conditioner (if needed)  
2 coats Loxon Self-Cleaning

### CMU, Block, Split-face Block:

1 coat Loxon Acrylic Block Surfacers  
or  
1 coat Pro Industrial™ Heavy Duty Block Filler  
2 coats Loxon Self-Cleaning

### Wood:

1 coat Exterior Latex Primer  
2 coats Loxon Self-Cleaner

### Metal:

1 coat Pro Industrial™ Pro-Cryl® Primer  
2 coats Loxon Self-Cleaning

### Previously Coated in good condition:

After power washing, apply 1-2 coats of Loxon Self-Cleaning over the surface.

# Loxon<sup>®</sup>

## Self-Cleaning Acrylic Coating - Flat

### SURFACE PREPARATION

**WARNING!** If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting: US - National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead); Canada - your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

#### **Masonry, Concrete, CMU:**

Remove all dirt, dust, mildew, loose particles, laitance, foreign material, peeling and defective coatings, chalk, form release agents, moisture curing membranes, etc.

On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern.

Allow the surface to dry thoroughly.

Concrete and mortar must be cured at least 7 days at 75°F to apply this product directly. Fill bugholes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Rough and porous block can be filled using Loxon Acrylic Block Surfer to provide a smooth surface.

#### **Cement Composition Siding-Panels:**

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. Concrete and masonry must be cured at least 7 days at 75°F. Fill bug holes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Rough surfaces can be filled to provide a smooth surface.

#### **Incidental Metal:**

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method. Primer required.

#### **Wood:**

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. Primer required.

### SURFACE PREPARATION

**Mildew** - Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

### PHYSICAL PROPERTIES

Do not paint on wet surfaces.

LX13W0051

#### **Wind-Driven Rain Test:**

Method: ASTM D6904-13  
Result: Pass  
2 coats Loxon Self-Cleaning @ 2.5-2.9 mils d.f.t. per coat

#### **Water Vapor Permeance:**

Method: ASTM D1653  
Result: 25.66 perms  
Method: E-96  
Result: 20.26 perms  
1 coat Loxon Self-Cleaning @ 4.2-mils d.f.t.  
14 day cure @ 77°F & 50% RH

#### **Elongation:**

Method: ASTM D2370  
Result: 34.3%  
1 coat Loxon Self-Cleaning @ 4.2-mils d.f.t.  
14 day cure @ 77°F & 50% RH, 1 inch per minute

#### **Tensile Strength:**

Method: ASTM D2370  
Result: 334 p.s.i.  
1 coat Loxon Self-Cleaning @ 4.2-mils d.f.t.  
14 day cure @ 77°F & 50% RH, 1 inch per minute

#### **Flexibility:**

Method: ASTM D522  
Result: Pass 1/8 inch  
4.1-mils d.f.t., 1 day cure

#### **Alkali Resistance:**

Method: ASTM D1308  
Result: Pass  
7 day cure, 10.25 d.f.t.

#### **Mildew Resistance:**

Method: ASTM D3273/D3274  
Result: Pass

#### **Efflorescence:**

Method: ASTM D7072-19  
Result: Pass (None)  
1 coat, 1 day cure, 2.5-2.9 d.f.t.

#### **Adhesion:**

Method: ASTM D4541  
Result: 200 average p.s.i.  
2 coats, 7 day cure 2.5-2.9 d.f.t. per coat

#### **Adhesion to Concrete:**

Method: ASTM D3359  
Result: 5B

### SAFETY PRECAUTIONS

For exterior use only.

Protect from freezing.

Non-photochemically reactive.

Not for use on horizontal surfaces (floors, roofs, decks, etc.) where water will collect.

Not for use below grade. Will not withstand hydrostatic pressure.

Before using, carefully read **CAUTIONS** on label.

**CRYSTALLINE SILICA, ZINC.** Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**  
HOTW 08/02/2022 LX13W0051 11 42  
FRC, SP

### CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm clean water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

115.02



**SHERWIN  
WILLIAMS.**

**Loxon<sup>®</sup>**  
**Concrete and Masonry Primer-Sealer**  
 US LX02W0050, Canada LX02WQ050 White

**CHARACTERISTICS**

**Loxon Concrete & Masonry Primer-Sealer** is an acrylic coating specifically engineered for interior and exterior, above grade, masonry surfaces requiring a high-performance primer. It is highly alkali and efflorescence resistant and can be applied to a surface with a pH of 6 to 13.

**Loxon Concrete and Masonry Primer-Sealer:** Seals and adheres to concrete, brick, stucco and plaster.

Conditions porous masonry surfaces.

Use on above grade masonry surfaces for a long-lasting finish.

Apply to masonry and concrete surfaces that are at least 7 days old.

Prevents harm to subsequent coatings by alkalies in the substrate.

**For use on these surfaces:**

Concrete, Concrete Block, Brick, Stucco, EIFS Fiber Cement Siding, Plaster, Mortar, Exterior Wall Cladding, Tilt-Up/Pre-Cast Concrete

**Finish:** 0-10 units @ 85°  
**Color:** White

**Coverage:**

Wet mils: 5.3-8.0  
 Dry mils: 2.1-3.2  
**Coverage:** 200-320 sq. ft. per gallon  
 Coverage on porous & rough stucco 80 square feet per gallon.

**Coverage** (thin-mil primer application to new construction tilt-up/precast concrete):

Wet mils: 2.7-4.0  
 Dry mils: 1.1-1.6  
**Coverage:** 400-600 sq. ft. per gallon

**Drying Schedule 77°F @ 50% RH:**

**To touch** 4 hours  
**To recoat** 24 hours

Air and surface temperatures must not drop below 40°F for 48 hours after application.

Drying and recoat times are temperature, humidity, and film thickness dependent.

**Tinting with CCE only:**

For best topcoat color development, use the recommended "P"-shade primer. If desired, up to 4 oz. per gallon of ColorCast Ecotoners can be used to approximate the topcoat color. Check color before use.

**Extra White LX02W0050**

**V.O.C. (less exempt solvents):**

less than 50 grams per litre; 0.42 lbs. per gallon  
 As per 40 CFR 59.406

**Volume Solids:** 40 ±2%  
**Weight Solids:** 55 ±2%  
**Weight per Gallon:** 10.92 lbs  
**Flash Point:** N.A.  
**Vehicle Type:** Acrylic  
**Shelf Life:** 36 months, unopened

**COMPLIANCE**

As of 07/19/2023, Complies with:

**OTC** Yes  
**OTC Phase II** Yes  
**S.C.A.Q.M.D.** Yes  
**CARB** Yes  
**CARB SCM 2007** Yes  
**CARB SCM 2020** Yes  
**Canada** Yes  
**LEED<sup>®</sup> v4 & v4.1 Emissions** Yes  
**LEED<sup>®</sup> v4 & v4.1 V.O.C.** Yes  
**EPD-NSF<sup>®</sup> Certified** Yes  
**MIR-Product Lens Certified** Yes  
**MPI<sup>®</sup>** Yes

**APPLICATION**

**Temperature:**

minimum 40°F  
 The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

**Reducer:** No reduction necessary

**Airless Spray:**  
 Pressure 2000-2700 p.s.i.  
 Tip .19 inch

**Brush:** nylon-polyester  
**Roller Cover:** ½ to 1½ inch nap synthetic cover

Spray and back roll on porous & rough stucco to achieve required film build and a pin-hole free surface.

For porous block, a coat of Loxon Acrylic Block Surfacers is required to achieve a pinhole free surface.

Apply at temperatures above 40°F. When the air temperature is at 40°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 40°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 4-6 hours.

Do not apply at air or surface temperatures below 40°F or when air or surface temperatures may drop below 40°F within 48 hours.

For best performance results, avoid painting in direct sun or painting substrates with elevated surface temperatures.

Do not reduce.

May be applied to damp but not to wet surfaces.

**APPLICATION TIPS**

Apply paint at the recommended film thickness and spreading rate as indicated on the page. Application of coating below minimum recommended spreading rate may adversely affect the coating systems performance.

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For optimal performance, this primer-sealer must be topcoated with a latex, alkyd-oil, water-based epoxy, or solvent based epoxy coating on architectural applications.

For exterior use, this primer-sealer must be topcoated within 14 days to prevent degradation due to weathering.

**RECOMMENDED SYSTEMS**

**Concrete, Masonry, Cement:**

1 coat Loxon Concrete & Masonry Primer  
 2 coats Appropriate Topcoat

**Stucco, Fiber Cement Siding, EIFS:**

1 coat Loxon Concrete & Masonry Primer  
 2 coats Appropriate Topcoat

**Recommended Architectural Topcoats:**

A-100 Exterior Latex  
 Duration Exterior & Duration Home Interior  
 Emerald Exterior & Interior  
 Loxon Masonry Coatings  
 SuperPaint Exterior & Interior  
 ProClassic Interior  
 ProMar Interior

**Recommended Industrial Topcoats:**

Industrial Enamels  
 Pro Industrial Series  
 Water Based Catalyzed Epoxy

Industrial finishes have been tested for architectural applications only. Loxon Concrete and Masonry Primer has not been tested in environments subject to chemical attack. Any recommendations for use in such areas must follow a thorough evaluation of the effects of the environment on the Loxon Concrete and Masonry Primer and topcoat system.

# Loxon<sup>®</sup>

## Concrete and Masonry Primer-Sealer

### SURFACE PREPARATION

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Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

#### **Masonry, Concrete, Stucco:**

All new surfaces must cure for at least 7 days. Remove all form release and curing agents. Pressure clean to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalks, etc. Allow the surface to dry before proceeding. Repair cracks, voids, and other holes with an appropriate patching compound or sealant.

Concrete and mortar must be cured at least 7 days at 75°F. Moisture content must be 15% or lower. On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Fill bugholes, air pockets and other voids with an acrylic elastomeric patch or sealant.

#### **Caulking:**

Fill gaps between walls, ceilings, crown moldings, and other trim with the appropriate caulk after priming the surface

### SURFACE PREPARATION

#### **Mildew:**

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

### PHYSICAL PROPERTIES

Do not paint on wet surfaces.

#### **LX02W0050**

#### **Water Vapor Permeance (US):**

Method: ASTM D1653 (grains/(hr ft<sup>2</sup> in Hg))  
Result: 25.79 perms

#### **Flexibility:**

Method: ASTM D522  
method B, 180° bend, 1/8 inch mandrel  
Result: Pass

#### **Alkali Resistance:**

Method: ASTM D1308  
Result: Pass

#### **Mildew Resistance:**

Method: ASTM D3273/D3274  
Result: Pass

#### **Efflorescence:**

Method: ASTM D7072-04  
Result: Pass (None)

#### **Wind-Driven Rain Test:**

Method: ASTM D6904-03  
Result: Pass

### SAFETY PRECAUTIONS

For interior or exterior use.

Protect from freezing.

Do not apply at temperatures below 40°F. Air and surface temperatures must not drop below 40°F for 48 hours after application.

Before using, carefully read **CAUTIONS** on label.

**ZINC** Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 07/19/2023 LX02W0050 50 46  
FRC, SP

### CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm clean water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

Wood primer

108.43

# Multi-Purpose Interior-Exterior Latex Primer-Sealer

B51-450 Series



**SHERWIN WILLIAMS**

## CHARACTERISTICS

### Multi-Purpose Interior-Exterior Latex Primer-Sealer:

- Assures uniform appearance of topcoats
- Fast Dry
- Apply at temperatures down to 35°F
- Assures adhesion of the topcoat to slick, glossy surfaces
- Seals out solvent sensitive stains – tar, solvent based markers, etc.
- Seals minor dried water stains and tannin
- Provides easy “slip” for positioning wallpaper
- Passes ASTM D3273/3274

#### Use on interior:

- Ceiling Tiles • Paneling • Wall Laminate
- Cured Plaster • Drywall • Varnished Woodwork
- Kitchen Cabinets Ceramic • Wall Tile
- Under Wallcovering

#### Use on Interior and Exterior:

- Wood • Aluminum • Galvanized Metal
- Previously Painted Surfaces • PVC Piping
- Drywall • Concrete and Masonry • Many Plastics
- Glossy Surfaces • Fiberglass • Copper
- Glazed Block

**Color:** White & Deep Base  
For best color development, use the recommended “p”-shade primer. Check color before use.

**Coverage:** 400 sq. ft. per gallon  
@ 4 mils wet; 1.4 mils dry

**Drying Time, @ 77° F, 50% RH:**

**Touch:** 30 minutes

**Recoat as a primer:** 1 hour

**Recoat as a stain sealer:** 4 hours

**Recoat to apply wallcovering:** 2 hours

Drying and recoat times are temperature, humidity, and film thickness dependent.

**Finish:** 3-13 units @ 85°

#### Tinting with CCE Only:

Base	oz. per gallon	Strength
White	0-4	SherColor
Deep Base	4-12	SherColor

#### White B51W00450

(may vary by color)

#### V.O.C. (less exempt solvents):

Less than 50 grams per litre; 0.42 lbs. per gallon  
As per 40 CFR 59.406

**Volume Solids:** 35 ±2%

**Weight Solids:** 52 ±2%

**Weight per Gallon:** 10.89 lbs

**Flash Point:** N.A.

**Vehicle Type:** Styrenate Acrylic Latex

**Shelf Life:** 36 months, unopened

**WVP Perms (US):** 23.09 grains/(hr ft<sup>2</sup> in Hg)

7/2023

## COMPLIANCE

As of 7/28/2023, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	Yes
MPI®	Yes

## APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface and material temperature is above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Air and surface temperatures must not drop below 35°F for 48 hours after application.

#### Do not reduce for stain blocking.

#### Brush:

Use a nylon-polyester brush.

#### Roller:

Use a 3/8 inch nap soft woven cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on [sherwin-williams.com](http://sherwin-williams.com)

#### Spray - Airless:

Pressure 2000 p.s.i.

Tip .015-.021 inch

## APPLICATION TIPS

For best topcoat color development, use a recommended “P”-shade primer. Check color before use.

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For optimal performance, this primer must be topcoated with a latex, alkyd-oil, water-based epoxy, or solvent based epoxy coating on architectural applications.

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

General Priming: Multi-Purpose Interior-Exterior Latex Primer-Sealer can be topcoated in 1 hour in non-stain blocking applications.

[www.sherwin-williams.com](http://www.sherwin-williams.com)

continued on back

# Multi-Purpose Interior-Exterior Latex Primer-Sealer

## SURFACE PREPARATION

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Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand Glossy surfaces dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

### **Special recommendations:**

After priming stained surfaces, allow to dry 4 hours, test a small area for bleeding by applying the topcoat before painting the entire project. If the stain bleeds through, apply a second coat of primer, and allow to dry overnight and retest before topcoating. For a complete primer outside, use appropriate exterior primers.

On hard, slick, glossy or otherwise hard to paint surfaces, after preparing the surface, apply a test area of this primer, allow to dry properly and test for adhesion.

### **Caulking:**

Fill gaps between walls, ceiling, crown moldings, and other with the appropriate caulk after priming the surface.

### **Drywall:**

Fill cracks and nail holes with patching paste-spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.

### **Fire restoration work:**

Thoroughly clean the surface before applying to smoke-stained areas. Apply one or two coats of Multi-Purpose Latex Primer/Sealer and test a small area for bleeding before painting the entire surface.

Always check for compatibility and adhesion to the surface by applying a test patch of 2-3 square feet. Allow to dry thoroughly for 1 week before checking adhesion.

### **Tile:**

Laminate, ceramic, and plastic tiles, and similar glossy surfaces, must be free of all oil, grease, and soap residue. Do not use this product in areas subject to excessive water, e.g.: in showers, around sinks, on counter tops.

## SURFACE PREPARATION

### **Mildew:**

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

### **Plaster:**

Bare plaster must be cured, usually 30 days, and hard. If painting cannot wait, allow the surface to dry 7 days and prime with Loxon Concrete and Masonry Primer. Soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of clean water. Repeat until the surface is hard, rinse with clear water and allow to dry.

### **When used as a primer under wallcovering:**

After the wallcovering has been applied and the adhesive has dried and cured, wait at least 21 days before removing the wallcovering to avoid damage to the drywall.

### **Wood Exterior:**

Sand any exposed, weathered wood to a fresh surface. Replace any deteriorated wood. On woods that present potential tannin bleeding, such as redwood and cedar, Multi-Purpose Latex can be used. Care must be taken to determine if tannins will be activated by the water in the coating. To test for bleeding, coat a 4 foot by 4 foot section with the primer. If no bleeding is evident within 4 hours, proceed with complete priming. If bleeding occurs, use Exterior Oil-Based Wood Primer.

For a complete whole house primer outside, use Exterior Latex Wood Primer or Exterior Oil-Based Wood Primer.

## CAUTIONS

Protect from freezing.  
Non-Photochemically reactive.

Before using, carefully read **CAUTIONS on label**.

**CRYSTALLINE SILICA** Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 7/28/2023 B51W00450 41 00  
SP

## CLEANUP INFORMATION

Clean spills, splatters, hands and tools immediately after use with soap and clean warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.



Jeff Walters  
 President  
 402.730.1781  
 jeffwalters@walterspaininginc.com

# Proposal

**Walter's Painting, Inc.**  
 2025 Lake ST  
 Lincoln, NE 68502  
 402.730.1781

CONTACT	JOB ADDRESS	PROPOSAL ID	DATE
<b>Robin Hoffman</b> 10530 North 141st Street Waverly, NE 68462 rlhoffman@windstream.net Emergservco@citywaverly.com 402.432.1322	Waverly Fire & Rescue	1992	Jul 16, 2024

## Item

### General Description of Work

#### Daily Set-up and Clean-up:

Clean-up all areas in or outside the home daily and upon final completion to ensure areas are free from job related debris. Painting crew will organize all painting materials daily before going home.

#### Exterior Scope of Work:

- Walter's Painting, Inc. will cover all necessary areas prior to painting.
- All surfaces will be scraped/sanded to remove peeling paint.
- Primer will be applied on bare wood.
- All cracks in wood will be filled with caulking.
- When the project is complete, all job sites will be cleaned prior to leaving.
- 2 Coats will be applied on all projects *\*as per PCA standards.*

#### Final Walkthrough:

Job lead will perform a final walkthrough upon completion of the project to ensure customer satisfaction.

### Deposit Information

Due upon approval of proposal (30% down payment): \_\_\_\_\_

Customer must pay 30% deposit of total estimate price upon acceptance of estimate. The project cannot begin until the deposit is paid. Then, 30% half way progress payment. The remainder of the total will be paid upon completion of the project.

*\*Deposit must be paid in order to hold your place in our schedule.*

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<b>Fire House</b>	<b>\$17,814.65</b>
Power wash	
Siding (2 Coats)	
Red Above Windows & Doors (2 Coats)	
Doors (3, 2 Coats)	
Garage Door (6, 2 Coats)	

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<b>Concrete Repairs Left Side</b>	<b>\$750.00</b>
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<b>Travel &amp; Gas</b>	<b>\$400.00</b>
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<b>Sundries</b>	<b>\$357.00</b>
• Tape	
• Paper	
• Plastic	
• Any extra supplies for job	

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<b>Total</b>	<b>\$19,321.65</b>
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Walter's Painting, Inc. agrees to furnish the labor, materials, and supplies necessary to perform the services per the terms and conditions in this Contract. Upon completion of the services, Walter's Painting Inc. will remove all materials, supplies, and other debris.

### **1. Project Description/Scope of Work**

Please take special note of the job description. Walter's Painting, Inc. is not required to perform any tasks not specified in the estimate.

### **2. Preparation**

Walter's Painting, Inc. will cover all necessary areas prior to painting. All surfaces will be scraped/sanded to remove peeling paint. Primer will be applied on bare wood. All cracks in wood will be filled with caulking. When the project is complete, all job sites will be cleaned prior to leaving.

### **3. Paint/Materials**

The estimate provided by Walter's Painting, Inc. includes the cost for paint and other materials. Customers must choose colors at least one week prior to the project start date. Additional charges may apply if the customer changes colors after work begins. All surfaces will receive two (2) coats of paint (unless stated otherwise on the estimate)

*\*\*Please Note: Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area.\*\**

### **4. Unforeseen Conditions**

If any unforeseen repairs arise, the customer will be notified, and an additional work order will be written up for the customer to sign for.

### **5. Painting Schedule**

Customers will be notified of the project start date at least two weeks in advance. If the customer needs to reschedule, additional charges may apply.

### **6. Customer Responsibility**

The job site must be clean prior to our painters arriving.

Wall hangings must be removed prior to project start.

The work area must be free of other trades.

The customer must be available on the last day of the project for a thorough walk-through with the crew lead.

### **7. Work Standard**

Walter's Painting, Inc. is a member of the PCA (Painting Contractors Association) and follows all proper work protocol and craftsmanship per industry standards.

Painters will remain on site until the project is fully complete.

Walter's Painting will produce a "properly painted surface." A "properly painted surface" is defined by the PCA as: uniform in appearance, color, texture, hiding and sheen. It is also free of foreign material, lumps, skins, runs, sags, holidays, misses, or insufficient coverage. It is also a surface free of drips, spatters, spills or

overspray caused by Walter's Painting's workforce. In order to determine whether a surface has been "properly painted" it shall be examined without magnification at a distance of thirty-nine (39) inches or one (1) meter, or more, under finished lighting conditions and from a normal viewing position.

### **8. Insurance**

Please see our insurance information attached to this web proposal.

### **9. Warranty**

Walter's Painting, Inc. warranty covers labor and materials for three (3) years upon completion of the project.

*This warranty excludes:*

Incidental damage caused by accident or abuse, normal wear and tear, temperature changes (hail, wind, snow, moisture etc.), and cracks caused by expansion. Painted or stained horizontal walking surfaces (deck surface, floors or steps). This warranty is transferable.

### **10. Cancellation**

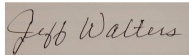
The customer has the right to cancel the project within three days of acceptance. Please email us to notify your cancellation.

### **11. Acceptance**

Please indicate your acceptance of this estimate by clicking the "Accept" button and virtually signing. By accepting this contract, I acknowledge that I have read and understood the terms of this proposal.

### **12. Payment**

Customer must pay 30% deposit of total estimate price upon acceptance of estimate. The project cannot begin until the deposit is paid. Then, 30% half way progress payment. The remainder of the total will be paid upon completion of the project.



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ESTIMATOR SIGNATURE

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DATE

---

CUSTOMER SIGNATURE

---

DATE

Proposal #1992 for Robin Hoffman

Total value: \$19,321.65



## Stephanie Fisher

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**From:** Robin Hoffman  
**Sent:** Monday, August 12, 2024 10:24 AM  
**To:** Stephanie Fisher; Bill Gerdes  
**Cc:** Megan Frye; Jared Rains  
**Subject:** Recommendation for Painting the Fire Station

Good Morning:

The fire station is in need of paint on the exterior of the building. There is effervescence beginning to bleed through the block walls in several areas from moisture and the wood above the walk-in doors has paint that is peeling. We requested three bids from painting contractors to paint the exterior of the station. The contractors were Tom Nelson Painting, Walter's Painting, and Athey painting. The low bid is \$18,176 with the high bid of \$19,975.

I am recommending that the City Council approve the bid from Tom Nelson Painting for \$19,975.00. Mr. Nelson's bid is the most comprehensive of the three bids. Mr. Nelson will power wash the exterior of the building with a mildew and residue remover. Minor cracks in the block and wood will be caulked. A paint primer and two exterior coats of paint will be applied to all the exterior. All of the bay doors and walk-in doors are included and will receive paint. Mr. Nelson's bid also included paint on the safety bollards on the South side of the building.

Tom Nelson Painting was the contractor that painted Eagle Fire & Rescue's station. I visited with Hank Oetjen, Chief, and Tom Nelson Painting is highly recommended.

I clarified Mr. Nelson's bid and schedule. They would be able to mobilize yet this month should the Council approve this recommendation and be completed before September 20. He estimated 7 to 10 days to complete the project.

Robin L. Hoffman  
Emergency Services Coordinator  
City of Waverly  
P.O. Box 427  
Waverly, NE68462  
402-432-1322



Response to Request for Proposal

# Comprehensive Safety Action Plan (CSAP)



City of Waverly  
June 14, 2024

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**JEO CONSULTING GROUP, INC.**  
11213 Davenport Street, Suite 200  
Omaha, Nebraska 68154

**Patrick Byrd, PE, PTOE, RSP1**  
Project Manager

**o:** 402.934.3680  
**m:** 702.688.1117  
**e:** pbyrd@jeo.com



June 14, 2024

City of Waverly  
Ms. Stephanie Fisher  
14130 Lancashire Street  
Waverly, Nebraska 68462

**RE: RFP – Comprehensive Safety Action Plan (CSAP)**

Dear Ms. Fisher and Selection Committee Members:

We commend the City of Waverly for its visionary decision to join communities across the country—and indeed, around the world—in embracing the goal of eliminating traffic fatalities and serious injuries. As passionate advocates for transportation safety and staunch believers in the Vision Zero principles, the JEO team is thrilled to partner with the City of Waverly to address the pressing issue of fatal and serious injury crashes to advance the vision of safer streets for all.

Based on recent national reports, as of May 2024, more than 67,000 pedestrians were injured by traffic crashes in a single year—an 11% increase over the prior year. Sadly, over 7,500 pedestrians were also killed, which is a 40-year high and a jump of 57% when compared to a decade ago. It is time for change, and we're passionate about helping you develop a new culture of safety in the Waverly community.

Led by seasoned professionals with extensive experience in transportation engineering and safety, our team is committed to delivering tangible results that make a lasting impact on transportation safety in Waverly. Patrick Byrd, serving as project manager, brings a wealth of knowledge and leadership to the project as a nationally recognized and certified Road Safety Professional (RSP). I will provide principal leadership, engagement, and lead our quality control efforts, ensuring the highest standards of excellence in every aspect of the project. Mark Lutjeharms, Andrea Gebhart, and a support team of safety practitioners round out our team, each leading critical components of the CSAP development and community engagement efforts.

Our long-term, deep-rooted connection to Waverly and expertise in community engagement and communications sets our team apart. Our community engagement team, spearheaded by Andrea Gebhart and Kristen Ohnoutka, has a proven track record of building trust and fostering meaningful dialogue with residents and stakeholders, allowing all voices to be heard and represented in the decision-making process. While our team will provide significant support and guidance from a technical standpoint, we recognize the plan's success hinges on effective and equitable community engagement. Our commitment to this principle is unwavering, and we are fully dedicated to developing and implementing a community engagement process that is inclusive, transparent, and responsive to the needs of all community members.

Ms. Stephanie Fisher

June 14, 2024

Page 2

Furthermore, with Mark Lutjeharms's and my prior experience as Lincoln Transportation & Utilities (LTU) employees, we possess a detailed understanding of local public sector policies, practices, and programs, providing valuable insights into the unique challenges of infusing safety both internally to Waverly planning and capital improvement programs and externally across the broader public. Moreover, our approach is focused on data-driven methodologies that will help you make decisions informed by comprehensive analysis and insights. We are proud to leverage our recent experience completing the City of Omaha's Vision Zero Action Plan, our current work on the City of Beatrice Safe Streets for All (SS4A) Action Plan (a first in the state), and our success in partnering with dozens of agencies to submit successful SS4A Grant Applications. Terry Meier, a senior grant writer on our staff will be instrumental in helping Waverly continue to obtain funding as an outcome of this plan. This collaborative effort exemplifies our commitment to delivering high-quality results through cohesive teamwork and expertise sharing.

With our strong traffic safety experience, deep understanding of local policies and practices, and proven track record of effective community engagement, we are confident our team is well-equipped to assist the City of Waverly in achieving your safety goals and implementing culture change. We look forward to the opportunity to collaborate with you on this transformative initiative.

Thank you for considering our proposal. We are eager to discuss our approach in further detail with you and explore how we can work together to make Waverly's streets, sidewalks, and trails safer for everyone.

If you have any questions or require additional information, please contact me directly at 402.416.1357 or lburklund@jeo.com.

Sincerely,



LONNIE BURKLUND, PE, PTOE

**Principal and QA/QC**

**JEO Consulting Group, Inc.**



**SECTION 1**

**CONSULTANT AND  
KEY PERSONNEL'S  
QUALIFICATIONS &  
EXPERIENCE**

# JEO BACKGROUND

For over 87 years, JEO has consistently provided quality engineering consulting services for municipalities across the Midwest. From our modest beginnings, JEO has grown into a skilled and respected consulting firm, serving communities with a focus on client service, creativity, and cost-efficiency.

Our team of 389 professionals, including **engineers, architects, planners, surveyors, community engagement, and finance experts**, work collaboratively to identify client needs and create a path forward to meet your goals and objectives.

**JEO’s philosophy is simple: If you’re not satisfied, neither are we.** We work to attain your thorough satisfaction and this all starts with building the right project team and committing these resources to success on your project.

## JEO SERVICES



TRAFFIC & TRANSPORTATION



COMMUNITY ENGAGEMENT



ENVIRONMENTAL



FUNDING



SURVEYING



GIS MAPPING



CONSTRUCTION INSPECTION



CIVIL/SITE ENGINEERING



ELECTRICAL



ARCHITECTURE



AQUATICS & RECREATION



WATER/ WASTEWATER

# WHY JEO/TEAM CAPABILITIES/EXPERIENCE

The members of JEO’s proposed team bring a combined 139 years of experience conducting comprehensive transportation safety studies and crafting tailored safety action plans, primarily focusing on reducing crashes involving vehicles, pedestrians, and cyclists. Our expertise lies at the intersection of engineering, data analysis, developing multimodal safety strategies, and engaging project stakeholders, making our team an invaluable partner for municipalities, transportation agencies, and communities seeking to enhance safety on their streets, sidewalks, and trails.



▲ [Scooter mobility at Wayne Park](#)

In addition to the multitude of projects executed by our team focused on addressing a wide array of safety concerns, our team brings the unique strength of having several safety experts on our team, and staff with intimate, local knowledge of Waverly’s transportation system and community assets. One such expert is Steven Buckley, KDOT’s former State Highway Safety Engineer, who offers nearly 15 years of KDOT safety-focused experience that will contribute to the development of Waverly’s CSAP. During his time at KDOT, Steven managed the development and implementation of the Kansas Strategic Highway Safety Plan, coordinated the development of annual safety performance targets, and authored the 2021 Kansas Highway Safety Improvement Program (HSIP) Implementation Plan and the 2021 Kansas HSIP Assessment. Team members Lonnie Burkland, Mark Lutjeharms, Mark Friend, and Patrick Byrd, have all worked on prior studies and initiatives in Waverly, providing a vast knowledge of the streets and multiple vulnerable road user crossing locations in town. While Mark Lutjeharms and Lonnie conducted prior viaduct location studies and pedestrian crossing evaluations, Patrick and Mark Friend have conducted neighborhood traffic analysis and traffic control evaluations. Lonnie previously authored the City of Waverly Traffic Calming Policy and helped implement speed cushions on Folkestone Street that would later be constructed with a permanent raised pedestrian crosswalk. Our team has a unique understanding of Waverly’s vehicular and pedestrian/bike facilities and will hit the ground running with solutions to key issues and challenges across the city. The matrix below is just a brief snapshot of recent projects completed.

## PROJECT ELEMENTS

PROJECT NAME	Year Completed	Racial Equity Impact Analysis	Vision Zero/ Safety Action Plan Development	Crash Data Analysis & Review	Public Engagement & Education	Communications/ Branding Strategy
Vision Zero Omaha – Action Plan <sup>^</sup>	2023	■	■	■	■	■
LTU Public Education and Outreach On-Call Support	Ongoing				■	■
ConnectOmaha: Active Mobility Plan	2024	■		■	■	■
Ankeny (Iowa) Transportation Master Plan	2024	■		■	■	■
Beatrice SS4A Action Plan <sup>^</sup>	2024	■	■	■	■	■
Lincoln City-Wide Crash Safety Studies (2010-2020) <sup>**</sup>	2020		■	■		

*\*Project completed by Lonnie Burkland and Mark Lutjeharms prior to joining JEO.*

*<sup>^</sup>Additional project information shown in the references section for these projects.*

# ORGANIZATIONAL CHART

Our team has been tailored to provide the highest level of expertise, availability, and knowledge needed to deliver a successful project to the City of Waverly. Each team member has a record of delivering successful projects because they recognize the importance of following through to meet client expectations. The current and planned workload of the proposed team members will enable them to devote immediate and sustained attention to your project.



**Project Manager**  
Patrick Byrd, PE, PTOE, RSP1



**Principal and QA/QC**  
Lonnie Burklund, PE, PTOE

## Support Team Members

### Stakeholder and Public Engagement

Andrea Gebhart, AICP  
Kristen Ohnoutka, AICP Candidate

### Comprehensive Safety, Data, and Infrastructure Analysis

Sophia Yang, PE, PTOE, RSP1  
Jacob Thiele, EI

### Countermeasures/Alternatives Analysis

Mark Lutjeharms, PE, PTOE  
Mark Friend II, PE

### SS4A Implementation Grant

Terry Meier  
Lonnie Burklund, PE, PTOE

### State of Practice and Data Review

Steven Buckley, PE  
Sophia Yang, PE, PTOE, RSP1

### Comprehensive Infrastructure Improvement and Policy Enhancement Design

Patrick Byrd, PE, PTOE, RSP1  
Mark Friend II, PE

### Comprehensive Safety Action Plan

Patrick Byrd, PE, PTOE, RSP1  
Kristen Ohnoutka, AICP Candidate

### Executive Summary/Fact Sheet

Andrea Gebhart, AICP  
Lonnie Burklund, PE, PTOE

## WHAT OUR CLIENTS ARE SAYING

*“Thought I would share the extremely high praise you received after our short coordination meeting yesterday. Everyone was super impressed with how you ran that meeting. It was smooth, on time, and straight to the point. Keep up the good work!”*

- Jeff Sobczyk, Vision Zero Action Plan Coordinator  
City of Omaha Public Works - Traffic Division

# RESUMES



## PATRICK BYRD

PE, PTOE, RSP1



Project Manager, Comprehensive Infrastructure Improvement and Policy Enhancement Design, and Comprehensive Safety Action Plan

Patrick has extensive traffic safety experience addressing multimodal safety issues and is passionate about helping municipalities improve safety in their communities. He provided the New Mexico Department of Transportation (NMDOT) and area municipalities with several Road Safety Audits (RSA). His responsibilities included RSA team creation, safety analysis, in-field audit, and the final safety report. Patrick has applied methodology of the 2010 Highway Safety Manual (HSM) and the Interactive Highway Safety Design Model. He is one of the few registered RSP1s in the U.S. and is in the process of obtaining his RSP2 certification.

### EDUCATION:

M.S., Civil Engineering  
*University of Nebraska*

B.S., Civil Engineering  
*University of Nebraska*

### LICENSES:

Professional Engineer  
• Nebraska + 5 others

Professional Traffic Operations  
Engineer

Registered Safety Professional -  
Level 1

### TENURE:

Industry: 26 Years  
JEO: 5 Years

### PROJECT EXPERIENCE:

#### **Vision Zero Omaha – Action Plan, Omaha, Nebraska**

Patrick provided local coordination and data assembly/review for the plan, which outlined a bold new strategy for addressing safety issues with equity at the forefront within 30 years in Omaha. The plan identified over \$1 billion in projects forecasted to reduce fatal and serious injury crashes by up to 80% in the City. This project relied on input from dozens of public meetings, online engagement, a technical advisory committee with 30+ members, and an executive committee.

#### **KDOT Embedded Engineer, Kansas**

Patrick is a part of the team serving as the embedded engineer to assist KDOT’s Traffic Engineering section. Primary assignments include traffic safety and operational study review/development; project plan review/development; and project management, including associated data collection needs.

#### **NDOT ITS, Traffic Engineering Data Collection, Studies, and Design On-Call, Nebraska**

Patrick is the project manager and lead for the NDOT on-call data collection assignments. In addition to data collection, JEO is performing detailed field reviews of problem intersections, evaluating crash data and collision diagrams to develop countermeasures, and designing subsequent recommendations for improvements. We are also conducting signal operations and ITS planning and design as part of the task work.

#### **Urban Core Lane Reconfiguration Study, Omaha, Nebraska**

As project manager, Patrick is working with the City to review potential candidates within the urban core for complete streets implementation. This reconfiguration could include one-way to two-way conversion and lane reduction or narrowing to create a more welcoming and safe environment for active modes of transportation such as pedestrians, bicycles, and e-scooters. This project is in the early stages and a final report with conclusions and recommendations is scheduled to be completed early next year.



# LONNIE BURKLUND

PE, PTOE



Principal and QA/QC, Executive Summary/Fact Sheet, and SS4A Implementation Grant

Lonnie brings nearly 28 years of relevant experience to the project including leadership; engagement; programming of transportation system safety improvements; and analysis of system-wide crash countermeasures for streets, intersections, and multimodal facilities. Lonnie has conducted numerous safety studies and led targeted initiatives to eliminate severe crashes in both rural and urban environments. **A passion for safety has been a theme throughout Lonnie’s career. He has conducted statewide RSAs for state transportation systems and city-wide crash safety studies for municipalities, large and small, across the country. These efforts developed and implemented local and overall system safety improvement projects at hundreds of locations. During his public sector role at the City of Lincoln Lonnie was appointed to sit on the NDOT Safety Committee, prioritizing funding for safety projects across the state. During this time, he also modernized and enhanced safety analysis tools for City of Lincoln staff and implemented a new “roundabout first” traffic control policy as part of APWA Accreditation.**

### EDUCATION:

B.S., Civil Engineering  
*University of Nebraska*

### LICENSES:

Professional Engineer  
 • Nebraska + 1 other

Professional Traffic Operations Engineer

### TENURE:

Industry: 28 Years  
JEO: 4 Years

### PROJECT EXPERIENCE:

#### City-Wide Crash Safety Studies, Lincoln, Nebraska\*

Lonnie conducted annual city-wide crash safety studies for the City of Lincoln. These efforts included system-wide level performance measure summaries for crashes, crash rates, pedestrian and bicycle involved crashes, and development of countermeasures for hot spot locations. Crash reports were developed for multiple years (from 2010-2020) and team members conducted work from both private and public sector (owner) perspectives. The projects utilized GIS field applications for review of intersection characteristics and analysis of trends and patterns. HSM methodologies were utilized to evaluate and prioritize improvement alternatives and develop benefit/cost analysis summaries.

#### Vision Zero Omaha – Action Plan, Omaha, Nebraska

Lonnie conducted safety analysis, stakeholder engagement, and facilitated interdepartmental discussions around policy change for the plan, which outlined a bold new strategy for addressing safety issues with equity at the forefront within 30 years in Omaha. The plan identified over \$1 billion in projects forecasted to reduce fatal and serious injury crashes by up to 80% in the City. This project relied on input at dozens of public meetings, online engagement, a technical advisory committee with 30+ members, and an executive committee.

#### On-Call Traffic Engineering Studies and Design, NDOT

Lonnie is serving as the lead traffic engineer for the On-Call Traffic Engineer, ITS Engineer, and Statewide Data Collection project for NDOT. The project team is performing detailed field reviews of problem intersections, evaluating crash data and collision diagrams to develop countermeasures, and designing subsequent recommendations for improvements. Lonnie is leading the development of signal timings and evaluating maintenance and operations needs at signal locations statewide.

*\*Completed prior to JEO tenure.*



# ANDREA GEBHART

AICP



## Stakeholder and Public Engagement and Executive Summary/Fact Sheet

Andrea serves as JEO’s Planning and Engagement department leader, working closely with all of JEO’s departments. As a certified planner and experienced graphic designer, Andrea blends her creative, yet practical nature with her robust facilitation and communication skills to help communities identify and pursue their goals. With her Technology of Participation® facilitation training, Andrea has experience in traditional public facilitation methods, such as focus groups, as well as new methods, such as virtual facilitation through web-based meeting platforms and a variety of digital public participation tools.

### EDUCATION:

M.S., Community and Regional Planning  
*University of Nebraska*

Graduate Certificate, Public Management  
*University of Nebraska*

B.S., Dietetics  
*University of Nebraska*

### CERTIFICATION:

American Institute of Certified Planners

### TENURE:

Industry: 12 Years  
JEO: 10 Years

### PROJECT EXPERIENCE:

#### Public Education and Outreach On-Call Support, LTU, Lincoln, Nebraska

Through on-call contracts dating back to 2015, Andrea has been providing on-call public involvement and communications support services for a variety of department initiatives, including Lincoln on the Move project outreach and annual reporting, installing new signal types, and developing a street closures/planned right-of-way activities web-based map. Andrea was the primary developer of contract deliverables and now serves as the project manager.

#### Communications Policy, Lincoln, Nebraska




Supporting the City of Lincoln Department of Public Works pursuit of the American Public Works Association's (APWA) accreditation, JEO worked with the department to conduct a communications audit and develop a communication policy that outlines best management practices for both internal and external communication. JEO was retained through additional task orders to support public information needs for various initiatives, such as an IT transformation effort and the biennial budget process. Andrea was the primary developer of contract deliverables.





#### Lincoln Street Corridor Study, Beatrice, Nebraska

Andrea served as the public involvement lead on a corridor study for Lincoln Street, from 5<sup>th</sup> to 22<sup>nd</sup> streets, seeking to identify a holistic, phased improvement approach to address sub-surface conditions, enhance multi-modal mobility and safety, and address varying parking needs. Outreach tools for public involvement included targeted postcard mailers, news releases, social media posts, digital message boards, a project website, and two public open house meetings, each with a comment period.

#### N. 48<sup>th</sup> Street Underpass Study, Lincoln, Nebraska

Andrea was the public involvement lead for the N. 48<sup>th</sup> Street Underpass Study. The project’s objective was to determine infrastructure and funding needs for the intersection of N. 48<sup>th</sup> Street and Cornhusker Highway (US Highway 6), the 48<sup>th</sup> Street underpass of the BNSF railroad tracks immediately south of Cornhusker Highway, and associated pedestrian/trail needs to support long-term safety and mobility objectives for candidate roadway and trail projects included in Lincoln’s 2040 Long Range Transportation Plan (LRTP). Based on the proximity between the BNSF underpass and the 48<sup>th</sup> and Cornhusker intersection, the future roadway cross-section through the underpass will be dictated by geometric improvements required at the intersection.

Key Team Member	Project Role/Qualifications/Project Experience
 <p><b>Mark Lutjeharms</b> PE, PTOE</p> <ul style="list-style-type: none"> <li>• Transportation Senior Project Manager</li> <li>• 30 Years in the Industry</li> <li>• M.S. &amp; B.S., Civil Engineering</li> <li>• Professional Engineer: NE, IA, KS, MO, SD</li> <li>• Professional Traffic Operations Engineer</li> </ul>	<p><i>COUNTERMEASURES/ALTERNATIVES ANALYSIS</i></p> <p>With 30 years of experience in the transportation industry, Mark has been instrumental in the successful evaluation and implementation of numerous transportation system safety improvements. Over the past 15 years, Mark has also been a leader in executing the DriveSmart program, a local initiative of transportation engineering professionals promoting safe driving behavior to young drivers.</p> <p><u>Past Projects:</u> Vision Zero Omaha – Action Plan, Omaha, NE; 13<sup>th</sup> Street Pedestrian/Bike Safety Study and Complete Street Implementation, Lincoln, NE<sup>1</sup>; SS4A Safety Action Plan, Beatrice, NE; Lincoln Street Corridor Study, Beatrice, NE; Lincoln Crash Data Analysis, Lincoln, NE<sup>1</sup>; NDOT On-Call Traffic Engineering Analysis and Design, NE; 13<sup>th</sup> Street Road Diet, Lincoln, NE<sup>1</sup></p>
 <p><b>Sophia Yang</b> PE, PTOE, RSP1</p> <ul style="list-style-type: none"> <li>• Traffic Project Engineer</li> <li>• 7 Years in the Industry</li> <li>• M.S. &amp; B.S., Civil Engineering</li> <li>• Professional Engineer: IA, AZ</li> <li>• Professional Traffic Operations Engineer</li> <li>• Registered Safety Professional - Level 1</li> </ul>	<p><i>COMPREHENSIVE SAFETY, DATA, AND INFRASTRUCTURE ANALYSIS AND STATE OF PRACTICE AND DATA REVIEW</i></p> <p>Sophia is experienced in evaluating and implementing a diverse range of transportation projects, leveraging her background and skills across a broad range of disciplines. These areas include transportation safety, traffic engineering, and transportation design. She combines her experience as a registered professional engineer with her RSP1 certificate to deliver projects rooted in delivering scalable, pragmatic, and proven solutions to large and small agencies throughout Nebraska and the Midwest for seven years. Her projects have included safety analysis, pedestrian and bicycle facility planning and design, traffic modeling and operations analysis, and roadway design. Deliverables she produced for these projects include IHSDM predictive safety analysis, geospatial crash analysis, crash rate analysis, benefit-cost analysis, traffic analysis report, and 3D models. To accomplish this, Sophia used various tools such as IHSDM, ArcGIS Pro, Synchro, SimTraffic, HCS, SIDRA, Bentley OpenRoads SignCAD, Bentley GEOPAK, Bentley OpenRoads Designer, and AGi32.</p> <p><u>Past Projects:</u> Lincoln Street Corridor Study, Beatrice, NE; SDDOT US85 Corridor Planning Study - I90, between Spearfish and Deadwood, SD; SDDOT US14A/SD34 Corridor Study, Sturgis, SD; KDOT FY2023 Traffic Engineering Section K92 Corridor Study, from K-4 East to Old K-92, KS; Ankeny Transportation Master Plan, Ankeny, IA</p>
 <p><b>Steven Buckley</b> PE</p> <ul style="list-style-type: none"> <li>• Traffic Senior Project Engineer</li> <li>• 33 Years in the Industry</li> <li>• B.S., Civil Engineering</li> <li>• Professional Engineer: KS</li> </ul>	<p><i>STATE OF PRACTICE AND DATA REVIEW</i></p> <p>Steven brings more than three decades of traffic and safety engineering excellence to his projects. He provides expert solutions in the arenas of traffic operations, safety studies, and safety planning. Prior to JEO, he was the State Highway Safety Engineer at KDOT where he managed the Traffic Safety Section (TSS). The TSS included the Highway Safety Unit responsible for development of the Kansas Strategic Highway Safety Plan, the Traffic Safety Unit which served as the Governor’s Highway Safety Office and managed behavioral safety programs, and the Crash Data Unit responsible for compiling and reporting on over 60,000 crashes annually in Kansas. He also served as the Research Sub-Committee Chair for AASHTO’s Committee on Safety where he worked to advance research on the Safe System approach.</p> <p><u>Past Projects:</u> KDOT Kansas Strategic Highway Safety Plan, KS<sup>1</sup>; KDOT Embedded Traffic Engineer, KS; KDOT Transverse Rumble Strip Policy, KS; KDOT Annual Kansas Safety Performance Targets, KS<sup>1</sup>; KDOT 2021 Kansas HSIP Implementation Plan, KS<sup>1</sup>; KDOT 2021 Kansas HSIP Assessment, KS<sup>1</sup></p>

Key Team Member	Project Role/Qualifications/Project Experience
 <p><b>Mark Friend II</b> PE</p> <ul style="list-style-type: none"> <li>• Traffic Senior Project Engineer</li> <li>• 9 Years in the Industry</li> <li>• M.S., Engineering Management</li> <li>• B.S., Civil Engineering</li> <li>• Professional Engineer: NE, AZ, IA, KS, SD</li> </ul>	<p><i>COUNTERMEASURES/ALTERNATIVES ANALYSIS AND COMPREHENSIVE INFRASTRUCTURE IMPROVEMENT AND POLICY ENHANCEMENT DESIGN</i></p> <p>Mark is a traffic engineer with experience in data collection, analysis, and design. He has worked on numerous studies, including traffic impact studies in rural and urban settings across Nebraska, Kansas, and Iowa. Mark has developed safety countermeasures for intersections and designed associated traffic control improvements. Mark also has experience in the modeling and analysis of vehicle data through programs such as Synchro, SimTraffic, Sidra, VISSIM, and Highway Capacity Software.</p> <p><u>Past Projects:</u> KDOT Embedded Traffic Engineer, KS; Marian Road Corridor Traffic Study, Hastings, NE; SDDOT US 14A-SD 34 Lazelle Street Corridor Study, Sturgis, SD</p>
 <p><b>Jacob Thiele</b> EI</p> <ul style="list-style-type: none"> <li>• Traffic Project Engineer</li> <li>• 5 Years in the Industry</li> <li>• B.S., Civil Engineering</li> <li>• Engineer in Training: NE</li> </ul>	<p><i>COMPREHENSIVE SAFETY, DATA, AND INFRASTRUCTURE ANALYSIS</i></p> <p>Jacob is a traffic engineer who focuses on traffic data collection, signal optimization, design projects, and several on-call study assignments. Jacob has experience in varied traffic engineering disciplines, including traffic operations analysis, safety assessments, traffic impact studies, and Miovision camera deployments. Jacob is well-versed in Synchro applications, including the modeling of signalized intersections. He also has shown an aptitude for drafting traffic plan layouts, exhibits, and plans on many of the projects he has worked on.</p> <p><u>Past Projects:</u> KDOT Embedded Traffic Engineer, KS; Traffic Signal Optimization, Phase V, Lincoln, NE; Bank of the Valley Traffic Impact Study, Schuyler, NE; and Gretna Crossing Traffic Impact Study, Gretna, NE</p>
 <p><b>Kristen Ohnoutka</b> AICP Candidate</p> <ul style="list-style-type: none"> <li>• Community Junior Planner</li> <li>• 4 Years in the Industry</li> <li>• M.S., Community &amp; Regional Planning</li> <li>• B.S., Speech Communications</li> <li>• American Institute of Certified Planners Candidate</li> </ul>	<p><i>STAKEHOLDER AND PUBLIC ENGAGEMENT AND COMPREHENSIVE SAFETY ACTION PLAN</i></p> <p>Kristen serves as a community planner, and her background in communications and planning provides wide-ranging, incisive public engagement expertise paired well with industry knowledge. Her experience and interests cover a wide variety of areas, including park and trails planning, water resources, strategic planning, downtown revitalization, sustainability planning, urban design, and smart growth tactics. As a community planner, she combines strategic messaging with value-based solutions that result in effective and meaningful public participation.</p> <p><u>Past Projects:</u> SS4A Safety Action Plan, Beatrice, NE; Communications On-Call, Wahoo Department of Utilities, Wahoo, NE; Strategic Plan, Gretna, NE; Lincoln Street Corridor Study, Beatrice, NE; On-Call Workshop and Retreat Facilitation Services, Lawrence, KS</p>
 <p><b>Terry Meier</b></p> <ul style="list-style-type: none"> <li>• Senior Grant Writer</li> <li>• 37 Years in the Industry</li> <li>• B.A., Mathematics and Economics</li> <li>• Certified Community Development Block Grant Administrator</li> </ul>	<p><i>SS4A IMPLEMENTATION GRANT</i></p> <p>Terry has over 37 years of professional grant writing experience and is a Certified Community Development Block Grant Administrator. He has successfully written applications that have resulted in over \$750 million in community betterment projects. Terry is well versed in all phases of project development, including community needs identification, prioritization, strategic planning, funding, and implementation. He has an abundance of knowledge in obtaining federal, state, regional, local, and private grants.</p> <p><u>Past Projects:</u> SS4A Grant Funding – Nebraska: Alliance, Beatrice, and Gering; South Dakota: Spearfish and Sturgis; Kansas: Augusta, Eureka, Eldorado, Great Bend, Hutchinson, South Hutchinson, and Towanda</p>



SECTION 2

# PROJECT UNDERSTANDING & APPROACH

# PROJECT UNDERSTANDING AND APPROACH

Having previously been engaged with the City of Waverly on multi-modal transportation projects and continuing to provide expertise to communities across the region related to program requirements for SS4A funding, our team has a strong understanding of this project’s components with a unique recognition of the requirements to see this project to a successful completion. Ultimately, this project aims to develop a CSAP that eliminates all fatalities and dramatically reduces severe injury crashes for all users of Waverly’s highway and street, sidewalk, and trail transportation network.

From 2011 to 2020 an average of 17 crashes per year occurred within Waverly’s city limits. These resulted in one fatal crash and 10 serious injury crashes. Two crashes involved pedestrians, and zero involved bicycles.

In executing this project, a robust and inclusive stakeholder engagement process must be employed to identify proven strategies that promote safety and equity. The safety analysis of data and the development of applicable countermeasures to systemic crashes will focus on equitable solutions, focused pedestrian/ bicycle improvements, and the deployment of smart technologies to prioritize safe mobility. The final project deliverables will be sufficient in scope and detail to satisfy all requirements of a CSAP as outlined by the SS4A grant program.



▲ Team members Lonnie Burklund and Mark Lutjeharms previously conducted a viaduct location study in Waverly, analyzing pedestrian crossings of Hwy 6, including proposed improvements to the Canongate overpass. Lonnie also authored the City of Waverly Traffic Calming Policy and helped the city implement speed cushions on Folkestone Street, which later resulted in a permanent raised pedestrian crossing location.

## ACTION PLAN COMPONENTS

Key to the development of a successful CSAP is the relevant application of the following components:



**LEADERSHIP COMMITMENT AND GOAL SETTING** – Whether through council resolution or the development of a specific policy, ordinance, or other action, an official public commitment to an eventual goal of zero roadway fatalities and serious injuries shall be made.



**PLANNING STRUCTURE** – A committee, task force, implementation group, or similar body charged that oversees the action plan development, implementation, and monitoring shall be formed.



**SAFETY ANALYSIS** – Using data gathered locally and provided by NDOT, JEO will analyze existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries within Waverly’s city limits. This analysis should include locations where crashes are occurring and the severity of these crashes, including contributing factors and demographics and characteristics of the users involved in the crashes. This exercise will also include an assessment of both systemic and spot safety needs. Based on the analysis performed, a geospatial identification of higher-risk locations is developed by defining a high-injury network.



**ENGAGEMENT AND COLLABORATION** – Robust engagement with the public and relevant stakeholders, including the private sector and community groups, shall be performed to ensure proper representation and feedback. Plans and processes conceived as part of the CSAP should be coordinated and aligned with other governmental objectives and planning processes to the practical extent.



▲ *Farmers Market in the Old Market – Active Mobility Plan, Omaha, NE*



**EQUITY CONSIDERATIONS** – The CSAP development shall be performed using inclusive and representative processes. Specific areas within the city considered underserved will be identified through data and other analyses, including population characteristics and initial equity impact assessments of the proposed projects and strategies.



**POLICY AND PROCESS CHANGES** – Included as part of the CSAP development is an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.



**STRATEGY AND PROJECT SELECTIONS** – Ultimately, the CSAPning process culminates with the identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations that will address the safety problems described in the action plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consideration of multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should contain infrastructure, behavioral, and/or operational safety interventions.



**PROGRESS AND TRANSPARENCY** – The planning process shall include a method to measure progress over time after an action plan is developed. The process also includes means to ensure ongoing transparency is established and maintained with residents and other relevant stakeholders. At a minimum, this process shall include annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and a public posting of the action plan.

## USDOT SAFE SYSTEM APPROACH

The transportation community has embraced the Safe System Approach as an effective way to address and mitigate the risks inherent in our enormous and complex transportation system. It works by building and reinforcing multiple layers of protection to both prevent crashes from happening in the first place and minimize the harm caused to those involved when crashes do occur. It is a holistic and comprehensive approach that provides a guiding framework to make places safer for people.

Zero is our goal. A Safe System is how we will get there.

### TRADITIONAL APPROACH

Traffic deaths are **INEVITABLE**  
**PERFECT** human behavior  
 Prevent **COLLISIONS**  
**INDIVIDUAL** responsibility  
 Saving lives is **EXPENSIVE**

**VS**

### VISION ZERO

Traffic deaths are **PREVENTABLE**  
 Integrate **HUMAN FAILING** in approach  
 Prevent **FATAL AND SEVERE CRASHES**  
**SYSTEMS** approach  
 Saving lives is **NOT EXPENSIVE**

This is a shift from a conventional safety approach because it focuses on human mistakes *AND* vulnerability and designs a system with many redundancies to protect everyone. A Safe System Approach incorporates the following principles:



#### DEATH AND SERIOUS INJURIES ARE UNACCEPTABLE

A Safe System Approach prioritizes the elimination of crashes that result in death and serious injuries.



#### HUMANS MAKE MISTAKES

People will inevitably make mistakes and decisions that can lead to or contribute to crashes. Still, the transportation system can be designed and operated to accommodate certain types and levels of human mistakes and avoid death and serious injuries when a crash occurs.



#### HUMANS ARE VULNERABLE

Human bodies have physical limits for tolerating crash forces before death or serious injury occurs. Therefore, it is critical to design and operate a human-centric transportation system that accommodates physical human vulnerabilities.



#### RESPONSIBILITY IS SHARED

All stakeholders—including government at all levels, industry, non-profit/advocacy, researchers, and the general public—are vital to preventing fatalities and serious injuries on our roadways.



#### SAFETY IS PROACTIVE

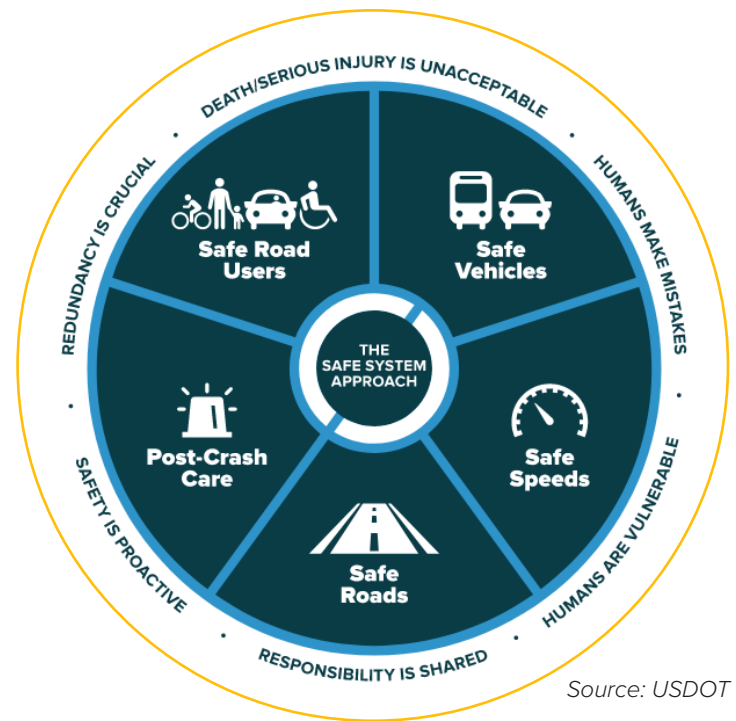
Proactive tools should be used to identify and address safety issues in the transportation system rather than waiting for crashes to occur and reacting afterward.



#### REDUNDANCY IS CRUCIAL

Reducing risks requires strengthening all parts of the transportation system so that if one component fails, the others still protect people.

Our experienced team will lean on these principles as we evaluate safety enhancements to Waverly’s transportation system. Making a commitment to zero deaths means addressing every aspect of crash risks through the five elements of a Safe System listed below. These layers of protection and shared responsibility promote a holistic approach to safety across the entire transportation system. The key focus of the Safe System Approach is to reduce death and serious injuries through design that accommodates human mistakes and injury tolerances.



Source: USDOT



**SAFER PEOPLE**

Encourage safe, responsible driving and behavior by people who use our roads and create conditions prioritizing their ability to reach their destination unharmed.



**SAFER ROADS**

Design roadway environments to mitigate human mistakes, account for injury tolerances, encourage safer behaviors, and facilitate safe travel by the most vulnerable users.



**SAFER VEHICLES**

Expand the availability of vehicle systems and features that help to prevent crashes and minimize the impact of crashes on both occupants and non-occupants.



**SAFER SPEEDS**

Promote safer speeds in all roadway environments through thoughtful, equitable, context-appropriate roadway design, appropriate speed-limit setting, targeted education, outreach campaigns, and enforcement.



**POST-CRASH CARE**

Enhance the survivability of crashes through expedient access to emergency medical care while creating a safe working environment for vital first responders and preventing secondary crashes through robust traffic incident management practices.

Whereas traditional road safety strives to modify human behavior and prevent all crashes, the Safe System Approach refocuses transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.

## SCOPE OF WORK

The scope of work to be executed incorporates the eight elements of a safety action plan and embraces the Safe Systems Approach. While additional detail will be included in the eventual contractual scope of services, the scope of work presented in the City of Waverly’s RFP provides a suitable framework for achieving the goals of a vision zero initiative and the requirements of the action plan grant.

Key tasks of this scope of work are described as follows:



▲ *Pedestrian mobility and connectivity in Waverly*

- **PROJECT MANAGEMENT AND COMMUNICATIONS** – Our project management and communications approach will ensure seamless coordination and timely execution of the CSAP. As project manager, Patrick Byrd will oversee project timelines, budgets, and resources while facilitating effective communication among all stakeholders, both internal and external. His focus is on maintaining transparency and accountability throughout the entire project.
- **STAKEHOLDER AND PUBLIC ENGAGEMENT** – Engaging the public throughout the development of this CSAP will be crucial to ensuring the final plan is representative and equitable in its approach to addressing safety needs within the community of Waverly. Our team will develop and implement a comprehensive engagement strategy that will gather meaningful input, meet community members where they are, and secure buy-in from all relevant parties. This could include hosting public meetings, providing multi-language project materials and surveys, and participating in community outreach activities to ensure the plan reflects the community’s needs and concerns, including disproportionately impacted populations.
- **COMPREHENSIVE SAFETY, DATA, AND INFRASTRUCTURE** – To understand the City of Waverly’s transportation needs, a comprehensive understanding of Waverly’s current traffic is crucial. With a special focus on priority land use areas such as city schools and parks, commercial areas, Highway 6 operations, and interaction with the railroad running adjacent to Highway 6, pedestrian infrastructure will be assessed. This task will include the following:
  1. **STATE OF PRACTICE AND DATA REVIEW** – We will thoroughly review current practices and available data to establish a solid foundation for our CSAP. This task involves assessing existing safety policies, guidelines, and procedures, and analyzing historical crash and incident data to identify trends and hotspots.
  2. **DATA AND COLLECTION PROCEDURES ASSESSMENT** – Assessment conclusions and recommendations are only as good as the data quality they are based on. Therefore, a review of available crash and transportation infrastructure metrics will be completed to identify opportunities to collect additional data. Data collection procedures will be assessed, and recommendations will be provided to maintain a more comprehensive database for future efforts.
  3. **CRASH DATA ANALYSIS** – Our team of experts will perform an in-depth geospatial analysis of crash data (at a minimum from the past five years) to identify patterns, contributing factors, and high-risk areas. This analysis will inform the development of targeted interventions and countermeasures to reduce accidents and improve safety on Waverly’s street, sidewalk, and trail network.
  4. **EVALUATION OF EXISTING ACTIVE MOBILITY INFRASTRUCTURE** – A city-wide evaluation of the current pedestrian/bicycle network, including current demands, latent demand, routing patterns, trail inventories, and PROWAG reviews of current sidewalk, ramp, and pedestrian buttons. Infrastructure and connection needs will be identified.

- **COUNTERMEASURES/ALTERNATIVES ANALYSIS** – We will create a comprehensive toolkit of evidence-based countermeasures tailored to address specific safety challenges identified through data analysis. This toolkit will include a range of engineering, enforcement, and education strategies designed to mitigate risks and enhance overall safety.

Using this toolkit, JEO will develop potential alternatives and identify corridor projects to increase pedestrian and bicycle mobility based on current and future active trip origins and destinations. Efforts in our public outreach and stakeholder task will be focused on gathering input from these sources to ensure that proposed alternatives are concurrent with community goals and needs. Future needs will consider anticipated development trends.

JEO will create performance measures so that the City can evaluate performance and set future program goals for pedestrian/bicycle operations and safety. These performance measures will be clear and understandable so the City can share progress with the public and county, state, and federal jurisdictional partners.

▼ *Rectangular Rapid Flashing Beacon, 148<sup>th</sup> Street*



▲ *Bicycle parking at the new Waverly Aquatic Center*

- **COMPREHENSIVE INFRASTRUCTURE IMPROVEMENT AND POLICY ENHANCEMENT DESIGN** – Ensuring transportation equity is a top priority in Waverly’s CSAP. We will conduct a comprehensive equity assessment to identify and address disparities in safety outcomes across various demographic groups and communities. This will guide the development of strategies that promote a fair and just distribution of safety benefits across the Waverly community. This, along with previously identified infrastructure alternatives and projects, will be prioritized to identify short-, mid-, and long-term efforts that address deficiencies and reflect community goals identified during community and stakeholder engagement.

Once projects have been prioritized, JEO will develop conceptual designs and provide detailed construction cost estimates for significant construction elements. These could include design/engineering, materials, right-of-way impacts, utility impacts, and temporary traffic control. In addition to costs, JEO’s funding specialists will identify potential funding sources, including grant programs that accommodate the City’s goals and schedule.

Finally, JEO will help the City refine current policies and develop new policies to perpetuate traffic safety and operations consistent with stakeholder and community goals.

- **CSAP** – Compiling all deliverables from previous tasks, our team will develop a detailed CSAP outlining the plan’s conclusions, recommendations, community goals, implementation, timeline, responsibilities, and resources needed to execute the plan effectively. This plan will also include specific programs and initiatives to implement the identified countermeasures and monitor their progress. The plan will be organized to be consistent with the Safe System Approach and address the 4-Es of transportation safety: Engineering, Enforcement, Education, and Emergency Services.
- **SS4A IMPLEMENTATION GRANT** – The JEO team has an experienced grant writing team that can assist the City with preparing further SS4A implementation grant applications, identify eligibility requirements, review application forms for completeness, and draft project narratives that best position the City for being awarded SS4A implementation grants.

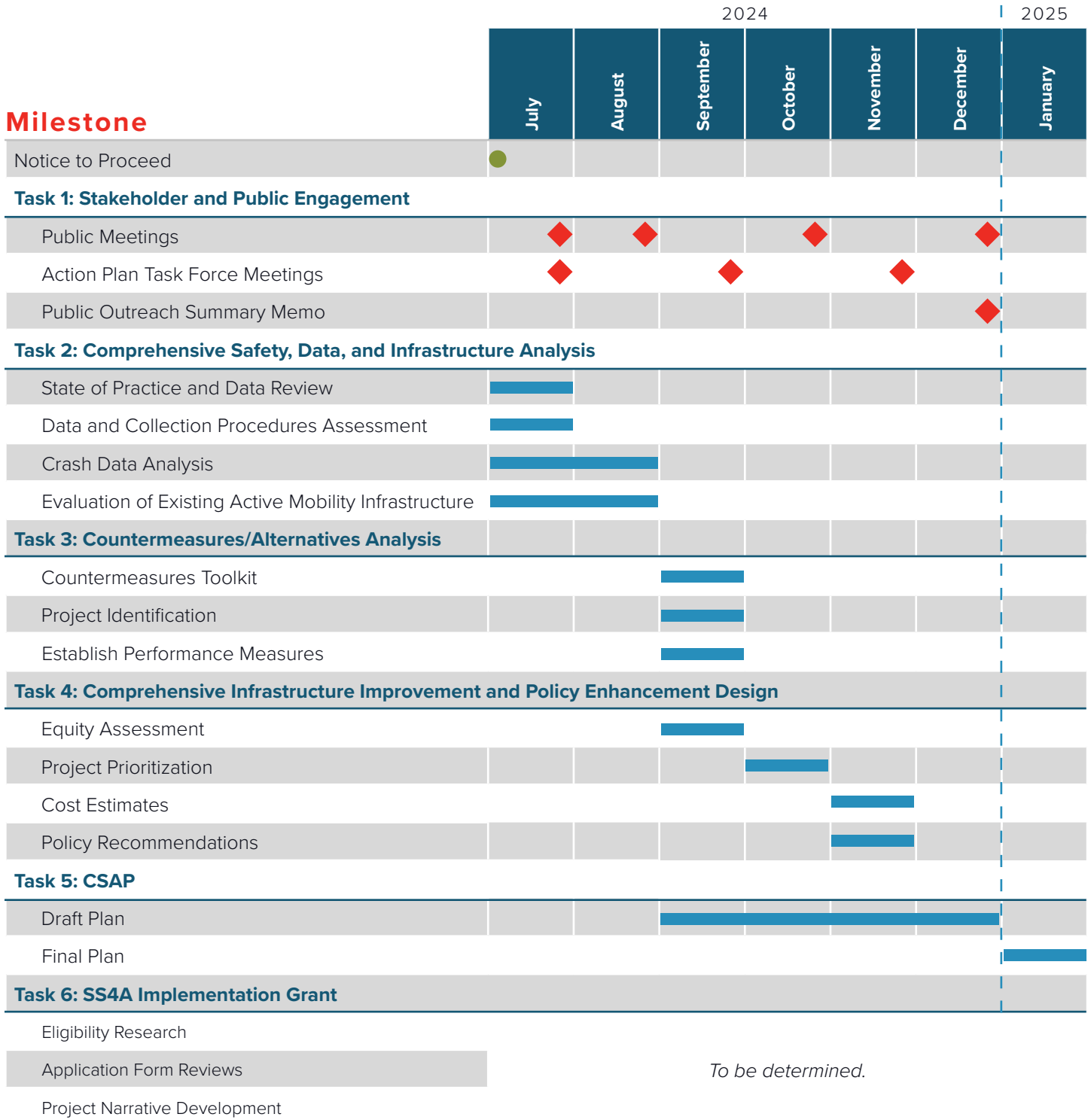


**SECTION 3**

# **SCHEDULE & AVAILABILITY**

# SCHEDULE

Our anticipated project schedule is outlined below, based on the requirements outlined in the City’s RFP. Final timelines and milestones are subject to discovery and contract negotiation discussions.



To be determined.

# AVAILABILITY



The design team members for this project were selected based on their skills, work experience, and availability. Though the members of this project team are currently working on other projects, they have the time and availability necessary to devote to this project. JEO uses Deltek Vantagepoint software to accurately project the availability of all team members. As previously mentioned, we are a full-service design firm of 389 professionals. This allows for collaboration and work sharing, which will enable our team to stay focused on this project. In addition, our project managers do an excellent job of tracking projects to make sure deadlines and milestones are being met. This JEO design team will work diligently to ensure the success and timely completion of this project. The table below shows the anticipated percent of time key team members will be available to devote to this project.

Staff	Workload	Availability*
Patrick Byrd, PE, PTOE, RSP1		50%
Lonnie Burklund, PE, PTOE		40%
Andrea Gebhart, AICP		35%
Mark Lutjeharms, PE, PTOE		25%
Sophia Yang, PE, PTOE, RSP1		50%
Steven Buckley, PE		60%
Mark Friend II, PE		60%
Jacob Thiele, EI		30%
Kristen Ohnoutka, AICP Candidate		40%
Terry Meier		50%

\*Projected availability for the next six months starting in July 2024.

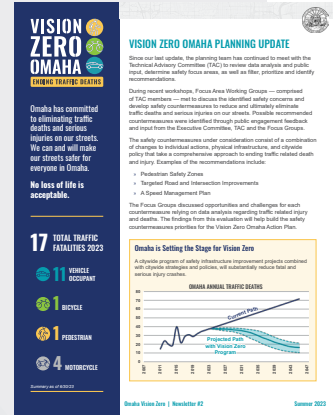
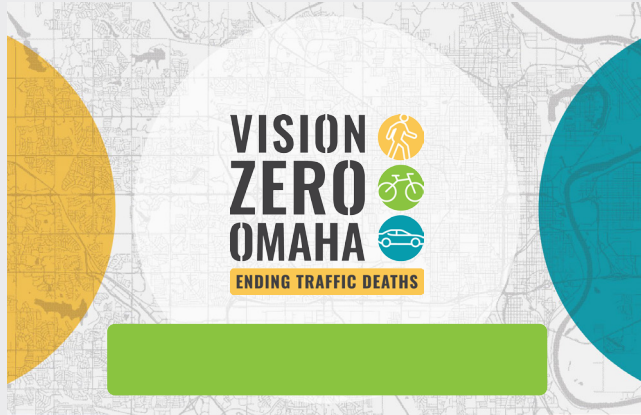




**SECTION 4**

# **REFERENCES**

# EXPERIENCE + REFERENCES



## Vision Zero Omaha – Action Plan

Omaha, Nebraska

### Services and Technical Analysis Performed

JEO worked with the City of Omaha to develop the Vision Zero Omaha – Action Plan. Omaha is one of a handful of Midwestern cities taking the bold step forward to develop and implement a Vision Zero plan with the goal of significantly reducing the number of fatalities and severe injury crashes for drivers, pedestrians, and bicyclists alike. JEO was heavily involved with the plan development and lead the extensive community engagement efforts—including surveys, workshops, and pop-up public meetings—to gather local residents’ and organizations’ input and feedback. This community input informed the final plan’s development, helping it reflect the needs and priorities of Omaha’s diverse communities. In addition, JEO team members led the facilitation of several interdepartmental discussions among multiple departments within the City to engage and recommend policy and program changes, and infuse transportation safety into capital projects and priorities city-wide.

### Reference

**Jeff Riesselman, PE, PTOE**

City Traffic Engineer

402.444.5924

jeffrey.riesselman@cityofomaha.org



## SS4A Safety Action Plan

📍 Beatrice, Nebraska

### **Services and Technical Analysis Performed**

The JEO team is assisting the City of Beatrice with a community wide safety action plan funded with SS4A planning grant dollars from the USDOT. This project includes gathering and analyzing data on the safety of Beatrice’s streets for multimodal transportation alternatives and developing a holistic, well-defined strategy to reduce roadway fatalities and serious injuries in the City of Beatrice. There is a focus on equity and underserved community members. As part of the existing crash analysis conditions and data review, several analytics were developed and mapped to illustrate crash patterns for vehicular and vulnerable road users. Data was analyzed across census tracts to better understand degrees of environmental justice related to low income and minority populations. In addition to infrastructure related projects, a series of policies and programs was developed to enhance the future of transportation safety in Beatrice.

### **Reference**

► **Tobias Tempelmeyer**

*City Administrator/General Manager*

402.228.5211

ttempelmeyer@beatrice.ne.gov

“ *Transportation is fundamental to our success as a world class city. The reliability of Lincoln’s transportation system is second only to its safety. Our continued analyses of data and implementation of safety improvements is vital to maintain our vision of mobility, economic development, and opportunity for all.* ”

**Lonnie Burklund**  
Assistant Director – Transportation

## City-Wide Crash Safety Studies\*

📍 Lincoln, Nebraska

### **Services and Technical Analysis Performed**

JEO team members Lonnie Burklund and Mark Lutjeharms previously conducted annual city-wide crash safety studies for the City of Lincoln, Nebraska. These efforts included system-wide level performance measure summaries for crashes, crash rates, pedestrian and bicycle involved crashes, and development of countermeasures for hot spot locations. Crash reports were developed for multiple years (from 2010-2020) and team members conducted work from both private and public sector (owner) perspectives. The projects utilized GIS field applications for review of intersection characteristics and analysis of trends and patterns. HSM methodologies were utilized to evaluate and prioritize improvement alternatives and develop benefit/cost analysis summaries. As part of these projects, executive summaries were developed for presentation to Mayor’s Department staff, City Council, and local media outlets.

### **Reference**

▶ **Don Carpenter, PE, PTOE**

*Interim Manager | Traffic Engineer*

402.441.7711

dcarpenter@lincoln.ne.gov

\*Completed prior to JEO tenure.



**SECTION 5**

# **COST STRUCTURE**

# COST STRUCTURE

JEO

		Project Manager	Grant Specialist	QA/QC	Senior Technical Advisor	Senior Transportation Engineer	Transportation Engineer	Senior GIS Analyst	Community Engagement Specialist	TOTAL
STANDARD BILLING RATE		\$265	\$225	\$330	\$175	\$175	\$130	\$190	\$185	
TASK 1	Project Management and Communication	60		8						<b>\$18,540</b>
TASK 2	Stakeholder and Public Engagement	30		2		40	50		200	<b>\$59,110</b>
TASK 3	Comprehensive Safety, Data, and Infrastructure	20		2		40	140	80		<b>\$46,360</b>
TASK 4	Countermeasures/ Alternatives Analysis	20		2	80	60	160			<b>\$51,260</b>
TASK 5	Comprehensive Infrastructure Improvement and Enhancement Design	20		2	40	40	120			<b>\$35,560</b>
TASK 6	CSAP	20		2	40	80	120	60		<b>\$53,960</b>
TASK 7	SS4A Implementation Grant	16	80	2			30			<b>\$26,800</b>
TOTAL HOURS		<b>186</b>	<b>80</b>	<b>20</b>	<b>160</b>	<b>260</b>	<b>620</b>	<b>140</b>	<b>200</b>	<b>1,666</b>
TOTAL PROJECT COST		<b>\$49,290</b>	<b>\$18,000</b>	<b>\$6,600</b>	<b>\$28,000</b>	<b>\$45,500</b>	<b>\$80,600</b>	<b>\$26,600</b>	<b>\$37,000</b>	<b>\$291,590</b>

NOTE: The fee listed in the above table includes billable time and overhead expenses, including telephone calls, copying, postage, travel, and meals that are included in our hourly rates and fees.



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ between the City of Waverly (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

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

Waverly Comprehensive Safety Action Plan (“Project”).

JEO Project Number: 241247.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

---

**1.01 Scope**

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

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. This fee for the Project is: \$286,900.
- C. The contract is lump sum.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**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 Owner and Engineer 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.

Owner:

Engineer: JEO Consulting Group, Inc.

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

\_\_\_\_\_  
By: Patrick S Byrd

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

Title: Senior Traffic Project Manager

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

Date Signed: 8/12/2024.

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

JEO Consulting Group, Inc.

\_\_\_\_\_

1937 North Chestnut Street

\_\_\_\_\_

Wahoo, NE 68066

# **Exhibit A**

## **Scope of Services**

### **Comprehensive Safety Action Plan Waverly, NE**

The City of Waverly is developing a comprehensive safety action plan under the U.S. Federal Highway Administration's Safe Streets for All (SS4A) Action Plan Grant. This project will include data gathering and analysis of the safety of Waverly's streets for multimodal transportation alternatives and developing a holistic, well-defined strategy to reduce roadway fatalities and serious injuries in the City. The project scope will also focus on equity and underserved community members.

#### **TASK 1. Project Management**

##### ***Coordination***

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 with invoices.

*Deliverables: monthly progress reports and invoices*

##### ***Project Meetings***

Once notice-to-proceed has been received, JEO will schedule, attend, and facilitate a kick-off meeting with City of Waverly (City) staff and other key stakeholders. The City's Project Manager will supply a list of invitees, and JEO will notify attendees. Meeting minutes will be prepared following the meeting.

JEO will schedule and attend all progress meetings. JEO will create and distribute a meeting agenda at least 24 hours before each meeting. Based on an 8-month schedule, this scope estimates six (6) progress meetings (in-person) and the kick-off meeting. Meeting minutes will be prepared following each meeting. Other technical coordination meetings or phone calls with City staff will be required periodically and included in the scope of the services.

*Deliverables: meeting agendas; meeting minutes*

## **TASK 2. Stakeholder and Public Engagement**

JEO will prepare a public participation (P2) plan for implementing an equitable and authentic public engagement process. The plan will outline key strategies for creating robust engagement with the Waverly community to gain valuable feedback and buy-in for the Action Plan. The P2 plan will be updated throughout the project's life and based on best management practices outlined by the International Association of Public Participation (IAP2).

JEO will include the following, as well as specific outreach tactics, as part of the strategy for the final P2 plan:

1. Identify areas of the community disproportionately impacted by traffic risks and ensure input is received from these traditionally underrepresented communities.
2. Assess the feedback received, including the activity and participants engaged, and how the feedback will be incorporated into the Action Plan.
3. JEO will coordinate with the City to identify safety concerns and locations of interest and to obtain feedback on recommendations.

JEO has outlined the following outreach tactics to be completed as part of the SS4A Action Plan:

1. Public meetings – JEO, in coordination with the City of Waverly, will host two (2) open houses during the planning process. The first meeting will provide an overview of the SS4A program and initial discussions regarding community safety. The second meeting will update the planning process, including the draft recommendations following additional outreach and community discussions. JEO will develop meeting invitations, displays, and collateral materials like fact sheets. JEO will reserve the meeting location and logistics with assistance from the City of Waverly. The City is also responsible for assisting in disseminating meeting invitations.
2. Focus group discussions – JEO will host three (3) focus group discussions regarding roadway safety to engage various interest groups in the community. The City of Waverly will provide a preliminary list of proposed focus group participants, and JEO will solicit participation interest during the first open house. The focus group discussions will be hosted at central locations relevant to the focus group.
3. Collateral updates – JEO will provide content for up to five (5) project updates for the City of Waverly to share on their website and social media channels. This includes any related social graphics needed to accommodate each posting and needed translations, up to five (5).

*Deliverables: Public Information Materials, Two Public Open House Meetings (meeting materials and summary reports); Documentation of Focus Group Discussions, Public Involvement Summary Report*

*Public Involvement Services assumptions are that the following items are not included:*

- Development or USPS-standardization of distribution list(s) for direct mailing.
- Print and post public meeting awareness materials if the quantity exceeds 500 (per mailing).

## **TASK 3. Comprehensive Safety, Data, and Infrastructure and Infrastructure**

### ***State of Practice and Data Review***

JEO will collect and review existing programs, policies, and activities and provide a summary of current efforts to address transportation safety – including strategies other jurisdictions are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes. JEO will:

1. Review local and statewide plans, studies, and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the City.
2. Assess the quality and completeness of available data – including crash, transportation, land use, and demographic data. If analysis methods require more information, JEO may recommend additional data collection.
3. Make recommendations based on the literature, policy, and data review on best analysis strategies and data requirements.

Relevant information on safety initiatives, safety targets and performance measures, safety issues, and funding opportunities will be included in the summaries: research relevant literature and best practices from other states, cities, or counties. Emphasis will be placed on sources related to data-driven, analytical, and equitable approaches to transportation systems safety. Key findings of the included literature will be summarized and used to guide the subsequent tasks. Best practices identified across the sources will be distilled and synthesized as recommendations are developed.

*Deliverables: a task summary will be developed to be included as a chapter of the final plan documentation*

#### **Data and Collection Procedures Assessment**

JEO will review available crash data metrics currently available and identify additional metrics that might help evaluate safety, performance measures and goal achievement progress. Data collection procedures will also be reviewed to identify opportunities to improve efficiency and increase the scope of metrics provided going forward.

*Deliverables: a task summary will be developed to be included as a chapter of the final plan documentation*

#### **Crash Data Analysis and Review**

JEO will collect and review crash, traffic volume, and roadway data for the most recent available five (5) year period to understand critical safety issues and provide insight into trends, causes, and patterns of transportation safety throughout the City. JEO will:

1. Analyze existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries. This includes an analysis of crash location, severity, contributing factors, and crash types by relevant road users (vehicle, motorcycle, pedestrian, bicycle rider, etc.).
2. As necessary, analyze systemic and specific safety needs (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic and structural issues, etc.)
3. Summarize crash characteristics and determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, roadway lighting, pedestrian crossings, railroad crossings, etc., for each road user (vehicles, motorcycles, bicycle riders, and pedestrians).
3. Use best practices, methods, and datasets identified in Task 3 to inform the Action Plan, including:
  - a. trends in crash data and population data;
  - b. prevalence of crash types, especially those resulting in fatalities and serious injuries;

- c. distribution of crashes, including geospatial analysis of crashes as well as road typologies or system characteristics;
- d. analysis of crash data within underserved areas of the community; and
- e. data that connects prevalent risk and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting local project development.

Through the analysis, JEO will identify:

1. High-injury Network
2. Emphasis Areas (high-risk areas with the highest fatal and severe injuries crashes)
3. High-risk Corridors (with the highest fatal and severe injuries crashes)
4. High-risk Intersections (with the highest fatal and severe injuries crashes)

*Deliverables: Statistical analysis summary, systemic analysis summary, maps (e.g., crashes, high-risk network, high-injury network), and a task summary will be developed to be included as a chapter of the final plan documentation*

#### **TASK 4. Countermeasures and Alternatives Analysis**

Based on the available crash data and stakeholder input, including equity considerations, JEO will identify a comprehensive set of projects and strategies to address the identified safety-related needs. These strategies and countermeasures will focus on a Safe Systems Approach and effective interventions and consider multidisciplinary activities. An equity impact assessment of the proposed strategies and projects will be performed. JEO will develop methods to measure progress over time and ensure transparency in reducing roadway fatalities and serious injuries.

*Deliverables: a task summary will be developed to be included as a chapter of the final plan documentation*

#### **TASK 5. Implementation Plan & Programs**

JEO will develop a strategy for implementing safety measures included in Task 4 (Strategy and Project Selections) and a means to monitor safety outcomes to evaluate which measures are most effective. JEO will identify potential projects for future grant applications, measures that can be included in regular maintenance cycles, and potential updates to city design standards to better align safety best practices. JEO will identify potential projects based on the results of Task 4 and develop an Implementation Plan and recommendations for Education and Enforcement Programs. The Implementation Plan and Education and Enforcement Programs will:

- Recognize the needs of all users of the multimodal transportation system, including those within underserved areas of the community.
- Include potential projects that are feasible and applicable for grant funding.
- Include conceptual infrastructure improvements with quantifiable costs.
- Include an implementation schedule.
- Identify roles and responsibilities for implementation.
- Address project evaluation and prioritization.

Conceptual design and planning-level cost estimates will be developed for all identified priority safety improvement projects. Potential funding sources, including engineering and construction costs, will also be identified to deliver these projects.

Strategies and recommendations will consider and outline fiscal and employee resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals. A project readiness timeline for each strategy and project should be included (i.e., short-term = up to five (5) years; mid-term = five (5) to ten (10) years; long-term = 10+ years)

*Deliverables: a task summary will be developed to be included as a chapter of the final plan documentation*

### **TASK 6. Draft and Final Comprehensive Safety Action Plan**

JEO will prepare a draft of the comprehensive safety action plan for review and comment by the City. This draft is to be provided as an electronic PDF. Comments received from the City will be incorporated into the final plan. Upon final review and consent by the City, JEO will develop a visually appealing report that is easy for policymakers and stakeholders to understand and communicates action plan strategies and recommendations. The report should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats. Specifically, JEO should develop a final report that:

1. Is organized and communicates a clear message graphically and with accompanying text.
2. Is easy to read and understand.
3. Documents the results and feedback of our stakeholder and public outreach efforts.
4. Explain key implications related to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations. JEO shall provide the City with appropriate presentation materials for final review and approval of the transportation safety plan. For up to three (3) occurrences, JEO will assist city staff in presenting the plan to relevant groups or governing bodies.

*Deliverables: draft and final Action Plan documents in high-resolution, PDF format; meeting summaries and technical analyses will be included as an appendix of the plan document*

### **TASK 7. Grant Application Assistance**

JEO will assist the City of Waverly's grant writer, including the following:

1. Assist with identifying content and technical needs for the grant being applied for.
2. Provide relevant technical information to develop the Comprehensive Safety Action Plan.
3. Review draft applications and provide feedback.

*Deliverables: Technical data needs such as exhibits, tables, facts, and draft application redlines.*

### **City Responsibilities**

The City of Waverly will supply the following information:

- Aerial mapping
- GIS Data
- Relevant crash data and investigator reports

**Fee:**

The proposed services will be completed for a lump sum of \$286,900.

Task costs are summarized as follows:

Task 1 – Project Management	\$ 18,600
Task 2 – Stakeholder and Public Engagement	\$ 62,600
Task 3 – Comprehensive Safety, Data and Infrastructure	\$ 53,300
Task 4 – Countermeasure and Alternative Analysis	\$ 47,540
Task 5 – Comprehensive Infrastructure & Enhancement Design	\$ 39,270
Task 6 – Comprehensive Safety Action Plan	\$ 55,810
<u>Task 7 – Grant Application Assistance</u>	<u>\$ 9,780</u>
Total	\$286,900

**Schedule:**

Project Schedule includes completion of the final report and submittals eight (8) months following notice-to-proceed.

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner 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. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner'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 owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner 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 owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**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 owner 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 owner 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. Owner 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 owner 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 owner, suspend services to the owner 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 owner 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 owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner 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 owner are only for convenience of the owner. 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 owner.

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

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 owner 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 owner shall indemnify and hold each other

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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 owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance 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. The owner 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 owner shall reimburse JEO for any additional limits or coverages that the owner 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 owner 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 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 owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner 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 owner 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 owner 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 owner 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 owner 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.

**AGREEMENT BY AND BETWEEN THE CITY OF WAVERLY, NEBRASKA AND SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

THIS AGREEMENT is made by and between the CITY OF WAVERLY, NE (hereinafter referred to as the "City") and the SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT (hereinafter referred to as "SENDD").

For the consideration stated herein the City and SENDD do mutually agree as follows:

**I. SCOPE OF SERVICES**

The Scope of Services to be performed by SENDD shall be generally described as assistance to the City in the administrative requirements of the Waverly SS4A Comprehensive Safety Action Plan project, funded by the U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Grant Program.

The Special Services shall include, but are not limited to, the following services as related to the requirements set forth in the U.S. Department of Transportation | Federal Highway Administration Agreement Contract NO. **693JJ32440056** (herein referred to as "FHWA Agreement"), as needed:

1. **Grant Management and Compliance:**
  - 1.1. Assist the City with the setup of post-award user accounts and recipient grant manager roles in relevant grant management systems.
  - 1.2. Ensure the City complies with the terms and conditions outlined in the FHWA Agreement including but not limited to financial management, reporting, and record-keeping.
2. **Financial Management:**
  - 2.1. Assist the City with financial management, including budgeting, invoicing, and reimbursement processes, ensuring adherence to the grant's financial guidelines and regulations.
  - 2.2. Support the City in preparing and submitting required financial reports as specified in the FHWA Agreement.
3. **Procurement and Contracting:**
  - 3.1. Review and assist in the development of procurement documents, including requests for proposals (RFPs) and contracts, to ensure compliance with federal and state regulations.
  - 3.2. Verify that all procurement activities meet the requirements of the SS4A Grant Program, including necessary approvals and documentation.
4. **Reporting and Documentation:**
  - 4.1. Assist the City in preparing and submitting interim and final performance reports, detailing the progress and outcomes of the SS4A project as required by the grant agreement.
  - 4.2. Maintain comprehensive records and files related to the grant, ensuring accessibility and compliance with record-keeping requirements.

5. **Community Engagement:**

- 5.1. Support the City in organizing and documenting community engagement activities, ensuring that public input is incorporated into the Comprehensive Safety Action Plan.
- 5.2. Assist in the dissemination of project information and updates to stakeholders and the general public.

6. **Project Monitoring and Evaluation:**

- 6.1. Monitor project milestones and deliverables to ensure timely and successful completion of the SS4A project.
- 6.2. Evaluate project outcomes and prepare close-out documentation, including final reports and financial reconciliations, to fulfill grant requirements.

To facilitate SENDD's accomplishment of the services set forth above, the City agrees to provide SENDD with the following supportive services:

- A complete copy of the accepted application for the SS4A Grant Program.
- Copies of all contract and compliance agreements between the City and the U.S. Department of Transportation.
- Copies of all proposed contracts and/or proposals from any consultants or contractors engaged in the project.

**II. EFFECTIVE DATE**

This Agreement shall be in full force and effective November 16, 2023, which was the date on which the USDOT Contract was fully executed.

**III. TIME OF PERFORMANCE**

The services of SENDD shall commence as of the date this Agreement is executed by an Authorized Representative of the City and shall be undertaken in such sequence as to assure completion within the Project timeline as established by the Federal Highway Administration. The City, at its discretion, may extend the time period of this Agreement upon good cause shown by SENDD. Any such extension must be approved in writing by the City.

**IV. COMPENSATION AND METHOD OF PAYMENT**

SENDD's total cost for performing services as outlined in Article I of this Agreement shall be based on a lump sum cost total of **\$7,500**. The lump sum amount will be paid in a single installment upon the completion of all services outlined in this Agreement and the presentation of an invoice. Payment shall be due within a reasonable period following the presentation of the invoice.

**V. AMENDMENTS**

The City may from time to time request changes in the Scope of Services of SENDD to be performed

hereunder. Such changes, including any increase or decrease in the amount of SENDD's compensation, which are mutually agreed upon by and between the City and SENDD, shall be incorporated in written amendments to this Agreement.

## **VI. PERSONNEL**

In entering into this Agreement with the City, SENDD represents that:

- It has or will secure at its own expense all personnel required to perform the services under this Agreement and that said personnel shall not be employees of or have any contractual relationship with the City.
- All services required hereunder will be performed by SENDD or under its supervision, and all personnel engaged in the work shall be fully qualified.
- None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## **VII. ASSIGNABILITY**

SENDD shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City; provided, however, that claims for money by SENDD from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

## **VIII. TERMINATION FOR CAUSE**

If through any cause SENDD shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SENDD shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate said Agreement by giving written notice to SENDD of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by SENDD under this Agreement shall, at the option of the City, become its property, and SENDD shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

## **IX. TERMINATION FOR CONVENIENCE OF THE CITY**

The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to SENDD. If the Agreement is terminated by the City as provided herein, SENDD will be paid for the time provided and expenses incurred up to the termination date. If the Agreement is terminated due to the fault of SENDD, Article VIII hereof relative to termination shall apply.

**X. TERMINATION FOR OTHER GROUNDS**

This contract may also be terminated in whole or in part:

- By the City with the consent of SENDD or by SENDD with the consent of the City, in which case the two parties shall devise by mutual agreement the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated; and
- In the event the City fails to pay SENDD promptly or within thirty (30) days after invoices are rendered, the City agrees that SENDD shall have the right to consider said failure a breach of this agreement and the duties of SENDD under this agreement terminated. In such an event, the City shall then promptly pay SENDD for all services performed and all allowable expenses incurred.

IN WITNESS WHEREOF, legal representatives of the parties to this Agreement have executed the same on the dates indicated.

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Tom Bliss, Executive Director

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

CITY OF WAVERLY, NE

By: \_\_\_\_\_  
Bill Gerdes, Mayor

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



August 6, 2024

Stephanie Fisher  
City Administrator  
City of Waverly  
PO Box 427  
Waverly, NE 68462

RE: City of Waverly  
Eastbourne Street Water Main Improvements  
JEO Project No. 201085.00

Dear Ms. Fisher:

On July 26, 2024, JEO received proposed change order pricing from K2 Construction to incorporate the Oak Lane Water Main Improvements and Danvers Street Water Main Improvements projects into the Eastbourne Water Main Improvements project. K2 Construction submitted a total price of \$521,481.00 for the Oak Lane Water Main Improvements project and a total price of \$380,089.00 for the Danvers Street Water Main Improvements project, for a total change order price of \$901,570.00. The price submitted was approximately 8% below the engineer's opinion of probable construction cost of \$977,620.00.

Enclosed is a formal change order which includes a copy of the tabulation of the submitted pricing for consideration.

Upon review, the proposed pricing is reasonable for the work and JEO recommends that the City approve the change order in the amount of \$901,570.00, if the city believes it is in their best interest. If approved, this would bring the Eastbourne Street Water Main Improvements contract total to \$1,477,602.00.

If you have any questions about the enclosed, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Adams', is written over a faint, larger version of the same signature.

Tim Adams, PE  
Senior Project Manager

Enclosures

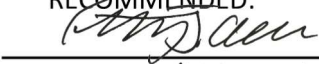
Date of Issuance: **August 5, 2024** Effective Date: **Date Signed by Owner**  
 Owner: **City of Waverly, NE** Owner's Contract No.:  
 Contractor: **K2 Construction** Contractor's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **201085.00**  
 Project: **2020 Water Main Improvements** Contract Name:  
**Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.**

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

Description: **Inclusion of Oak Lane Water Main Improvements and Danvers Street Water Main Improvements projects as described in design documents for JEO project 231410.00. Substantial Completion date of August 8, 2024 and Final Completion date of September 8, 2024 shall remain in effect as milestone dates for Eastbourne Street Water Main Improvements project.**

Attachments: **Contractor pricing**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>576,032.00</u>	Original Contract Times: Substantial Completion: <u>August 1, 2024</u> Ready for Final Payment: <u>September 1 2024</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>0.00</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>7 Days</u> Ready for Final Payment: <u>7 Days</u> days
Contract Price prior to this Change Order: \$ <u>576,032.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 8, 2024</u> Ready for Final Payment: <u>September 8, 2024</u> dates
[Increase] [ <del>Decrease</del> ] of this Change Order: \$ <u>901,570.00</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>358 Days</u> Ready for Final Payment: <u>358 Days</u> days
Contract Price incorporating this Change Order: \$ <u>1,477,602.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 1, 2025</u> Ready for Final Payment: <u>September 1, 2025</u> dates

RECOMMENDED: By: <u></u> Title: <u>Senior Project Manager</u> Date: <u>August 6, 2024</u> Engineer (if required)	ACCEPTED: By: _____ Title: _____ Date: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>Jeff Weibert</u> Title: <u>Project Manager</u> Date: <u>August 6, 2024</u> Contractor (Authorized Signature)
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CONTRACTOR PRICING: K2 CONSTRUCTION					
OAK LANE AND DANVERS STREET WATER MAIN IMPROVEMENTS					
WAVERLY, NEBRASKA					
JEO PROJECT NO. 201085.00				Date Submitted: July 26, 2024	
ESTIMATE OF QUANTITIES					
Item #	Description	Unit	Quantity	Unit Price	Total
<b>GROUP C - OAK LANE WATER MAIN IMPROVEMENTS</b>					
1.	Mobilization	LS	1	\$ 50,000.00	\$50,000.00
2.	Bonding and Insurance	LS	1	\$ 7,500.00	\$7,500.00
3.	6" PVC Water Main, DR 18	LF	686	\$ 84.00	\$57,624.00
4.	6" PVC Water Main, DR 18, RJ, Directionally Bored	LF	1,518	\$ 118.00	\$179,124.00
5.	6" Gate Valve and Box, MJ	EA	11	\$ 2,025.00	\$22,275.00
6.	6" 11.25° Bend, MJ	EA	15	\$ 380.00	\$5,700.00
7.	6" 22.5° Bend, MJ	EA	1	\$ 375.00	\$375.00
8.	6" 45° Bend, MJ	EA	6	\$ 390.00	\$2,340.00
9.	6" 90° Bend, MJ	EA	2	\$ 555.00	\$1,110.00
10.	6" x 6" x 6" Tee, MJ	EA	8	\$ 575.00	\$4,600.00
11.	Connect to Existing Water Main	EA	6	\$ 3,800.00	\$22,800.00
12.	6" x 1" Saddle	EA	32	\$ 200.00	\$6,400.00
13.	1" Corporation Stop	EA	32	\$ 250.00	\$8,000.00
14.	1" Curb Stop and Box	EA	32	\$ 615.00	\$19,680.00
15.	Connect to Existing Water Service	EA	32	\$ 305.00	\$9,760.00
16.	Bore Water Service Line	LF	432	\$ 16.50	\$7,128.00
17.	1" PE Water Service (SDR 7)	LF	755	\$ 23.00	\$17,365.00
18.	Remove Pavement	SY	300	\$ 12.00	\$3,600.00
19.	7" Concrete Pavement	SY	300	\$ 72.00	\$21,600.00
20.	Remove driveway	SY	100	\$ 12.00	\$1,200.00
21.	5" Concrete Driveway	SY	100	\$ 68.00	\$6,800.00
22.	Remove Concrete Sidewalk	SF	3,100	\$ 1.00	\$3,100.00
23.	4" Concrete Sidewalk	SF	3,100	\$ 5.00	\$15,500.00
24.	Crosswalk Pavement Striping	LS	1	\$ 1,500.00	\$1,500.00
25.	Water Main Removals and Abandonments	LS	1	\$ 7,000.00	\$7,000.00
26.	Seeding, Fertilizer, and Mulch	LS	1	\$ 8,000.00	\$8,000.00
27.	Temporary Traffic Control Measures	LS	1	\$ 5,000.00	\$5,000.00
<b>Total Price - Group C</b>					<b>\$495,081.00</b>
<b>GROUP D - OAK LANE FIRE HYDRANTS</b>					
1.	6" Fire Hydrant Assembly	EA	3	\$8,800	\$26,400.00
<b>Total Price- Group D</b>					<b>\$26,400.00</b>
<b>Oak Lane Total Price - Group C and Group D</b>					<b>\$521,481.00</b>

ESTIMATE OF QUANTITIES					
Item #	Description	Unit	Quantity	Unit Price	Total
<b>GROUP E - DANVERS STREET WATER MAIN IMPROVEMENTS</b>					
1.	Mobilization	LS	1	\$ 30,000.00	\$30,000.00
2.	Bonding and Insurance	LS	1	\$ 7,500.00	\$7,500.00
3.	6" PVC Water Main, DR 18, RJ	LF	296	\$ 84.00	\$24,864.00
4.	6" PVC Water Main, DR 18, RJ, Directionally Bored	LF	1,202	\$ 122.00	\$146,644.00
5.	6" Gate Valve and Box, MJ	EA	4	\$ 2,025.00	\$8,100.00
6.	10" Gate Valve and Box, MJ	EA	1	\$ 4,475.00	\$4,475.00
7.	6" 11.25° Bend, MJ	EA	2	\$ 380.00	\$760.00
8.	6" 22.5° Bend, MJ	EA	3	\$ 380.00	\$1,140.00
9.	6" 45° Bend, MJ	EA	4	\$ 400.00	\$1,600.00
10.	6" 90° Bend, MJ	EA	3	\$ 555.00	\$1,665.00
11.	6" x 6" x 6" Tee, MJ	EA	3	\$ 570.00	\$1,710.00
12.	10" x 6" x 10" Tee, MJ	EA	2	\$ 950.00	\$1,900.00
13.	Connect to Existing Water Main	EA	2	\$ 3,750.00	\$7,500.00
14.	6" x 1" Saddle	EA	32	\$ 200.00	\$6,400.00
15.	1" Corporation Stop	EA	32	\$ 230.00	\$7,360.00
16.	1" Curb Stop and Box	EA	32	\$ 615.00	\$19,680.00
17.	Connect to Existing Water Service	EA	32	\$ 305.00	\$9,760.00
18.	Bore Water Service Line	LF	486	\$ 16.50	\$8,019.00
19.	1" PE Water Service (SDR 7)	LF	806	\$ 22.00	\$17,732.00
20.	Remove Pavement	SY	120	\$ 12.00	\$1,440.00
21.	7" Concrete Pavement	SY	120	\$ 72.00	\$8,640.00
22.	Remove driveway	SY	60	\$ 12.00	\$720.00
23.	5" Concrete Driveway	SY	60	\$ 68.00	\$4,080.00
24.	Remove Concrete Sidewalk	SF	2,000	\$ 1.00	\$2,000.00
25.	4" Concrete Sidewalk	SF	2,000	\$ 5.00	\$10,000.00
26.	Water Main Removals and Abandonments	LS	1	\$ 7,000.00	\$7,000.00
27.	Seeding, Fertilizer, and Mulch	LS	1	\$ 8,000.00	\$8,000.00
28.	Temporary Traffic Control Measures	LS	1	\$ 5,000.00	\$5,000.00
<b>Total Price - Group E</b>					<b>\$353,689.00</b>
<b>GROUP F - DANVERS STREET FIRE HYDRANTS</b>					
1.	6" Fire Hydrant Assembly	EA	3	\$8,800	\$26,400.00
<b>Total Price - Group F</b>					<b>\$26,400.00</b>
<b>Danvers Street Total Price - Group E and Group F</b>					<b>\$380,089.00</b>
<b>Oak Lane and Danvers Street Total Price - Group C, Group D, Group E, and Group F</b>					<b>\$901,570.00</b>

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**  
**JEO Project No. 231410.00**

**1. Background Data:**

- A. Effective Date of Owner-Engineer Agreement: January 23, 2024
- B. Owner: City of Waverly, Nebraska
- C. Engineer: JEO Consulting Group, Inc.
- D. Project: Oak Lane and Danvers Street Water Main Improvements

**2. Description of Modifications:**

- A. Engineer shall perform or furnish the following additional services:

***Construction Administration Phase:***

*The lump sum fee for these services assumes a twelve [12] month construction schedule that occurs in 2024/2025.*

- 1) Schedule and conduct a pre-construction meeting. [1 Meeting]*
- 2) Schedule and conduct monthly progress meetings. [6 Meetings]*
- 3) Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete materials testing.*
- 4) Review soil and concrete materials testing results, as needed. Testing costs to be paid for by the Owner.*
- 5) Provide interpretation of the plans and specifications, when necessary.*
- 6) Review shop drawings and related data supplied by the Contractor.*
- 7) Provide horizontal and vertical control and survey staking for the water main. Staking shall be limited to four [4] trips.
  - a. Water main alignment to be staked at 100-foot intervals including stakes for all valves, fittings, and hydrants.*
  - b. No grades shall be staked for the water main.**
- 8) Review Contractor's payment estimates and provide to the Owner for review and approval.*
- 9) Review change order requestes, as necessary, and provide to the Owner for review and approval.*
- 10) Consult with and advise Owner during construction.*
- 11) Conduct a final inspection of project with the Contractor and the Owner.*
- 12) Prepare and process final paperwork for state agency final approval.*

13) *Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.*

***Post Construction Phase:***

*The lump sum fee for these services assumes the work to occur within 12 months of construction substantial completion. It is assumed that this work will take place in 2025/2026.*

- 1) *Obtain as-built location and elevation data from the Contractor and incorporate into record drawings. No survey verification of the Contractor data is included.*
- 2) *Provide record drawings reflecting improvements as constructed and furnish to the Owner three [3] paper copies and one digital copy in PDF format.*
- 3) *Compile record drawings and submit with NDEE along with notice of completion, and final pay application for use in determining final review fee.*
- 4) *Schedule and facilitate an 11-month warranty walkthrough with the Owner and provide a warranty list to the Contractor, if necessary.*
- 5) *Complete up to two [2] site visits to confirm that warranty items have been addressed by the Contractor.*

***Construction Observation [RPR] Phase:***

*The estimated hourly fee for these services assumes twenty-eight [28] weeks of active construction and average part-time inspection of 35 hours per week. It is assumed that this work will take place in 2024/2025.*

- 1) *The duties and responsibilities of the RPR are described as follows:*
  - a. *Review of contractors work for general compliance with the plans and specifications.*
  - b. *Complete Construction Observation Reports when on site.*
  - c. *Coordinate pay quantities with Contractor and Engineer.*
  - d. *Review of materials delivered to the site for specification compliance.*
  - e. *Assist the Engineer in interpretation of the plans and specifications for the Contractor.*
  - f. *Review and coordinate materials testing by assigned testing firm.*
  - g. *Attend on site progress meetings. [6 Meetings]*
  - h. *Compile records for use in preparing record drawings.*

***Additional Meetings Included in Amendment:***

- 1) *Pre-construction Conference [1 Meeting]*
- 2) *On Site Progress Meetings [6 Meetings]*

***Additional Services Not Included [Negotiated Upon Request]:***

- 1) *Post construction survey or GIS mapping updates.*
- 2) *Geotechnical investigation, report, or materials testing services during construction.*
- 3) *Preparation and/or implementation of a Storm Water Pollution Prevention Plan [SWPPP].*

For the Additional Services or the modifications to the scope of services set forth above, Owner shall pay Engineer the following additional or modified compensation:

JEO's fees for the services outlined above shall be:

Construction Administration Phase:	\$ 47,500.00	Lump Sum
Post Construction Phase:	\$ 4,500.00	Lump Sum
Construction Observation [RPR] Phase:	\$ 145,500.00	Hourly [980 Hours Est.]
<b>Total Amendment Amount:</b>	<b>\$ 197,500.00</b>	

B. The schedule for rendering services is modified as follows:

Services to be provided consistent with the construction schedule based on the substantiation completion and final completion dates as stated in Change Order No. 2 of the construction contract with K2 Construction for Eastbourne Street Water Main Improvements, JEO Project No. 201085.00

**3. Agreement Summary:**

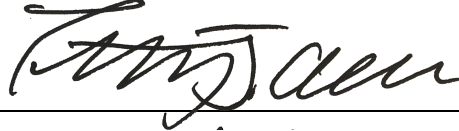
Original Agreement Amount:	\$ 97,500.00
Total Scope Change No. 1 Amount:	\$ 12,500.00
Total Amendment No. 1 Amount:	\$ 197,500.00
<b>Adjusted Agreement Amount:</b>	<b>\$ 307,500.00</b>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date signed by the Owner.

OWNER:

ENGINEER:



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

By: Tim Adams, PE

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

Title: Senior Project Manager

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

Date  
Signed: August 6, 2024