

(Amended: 2/28/22)

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
March 1, 2022**

1. [Call the Meeting to Order – 5:30 p.m.](#)
2. [Pledge of Allegiance](#)

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the southwest wall of the Council Chambers as well as on the City of Wayne website.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. [Approval of Minutes – February 15, 2022](#)
4. [Approval of Claims](#)
5. [Action on the request of the Wayne County Ag Society to forgive the Sewer Bill \(Jan 15 – Feb 15 usage\) because of a water leak — Doug Temme, President Wayne County Ag Society](#)

**Background:** The Wayne County Ag Society had a waterline leak/break again. Doug will be present to request forgiveness of the sewer bill. The “Agenda Request Form” from Doug is included in this packet. Casey Junck, Water/Wastewater Superintendent, confirmed that where this break took place, the water did not go down the sewer. A history is also included in the packet of what has been done in the past.

6. [Library Report – Heather Headley, Library Director](#)
7. **Senior Center Report - Diane Bertrand, Senior Center Director**
8. [Action on the submission of the Wayne Senior Center’s Fiscal Year 2022 detailed plan of operation and budget to the Northeast Nebraska Area Agency on Aging; acceptance of new fiscal year Service Awards that have been awarded by the Area Agency; and approval of any revisions made during the fiscal year to the Service Awards](#)

**Background:** This is an annual action required to apply for and receive about \$40-60,000 per year in State subsidies for our Senior Center meals and meals on wheels.

9. [Ordinance 2022-2: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne \(Second Reading\)](#)
10. [Ordinance 2022-3: Amending the Zoning Map \(Sanctuary Apartments, LLC\) \(Second Reading\)](#)
11. [Ordinance 2022-4: Annexing Real Estate - Lot 1, Logan Valley Industrial Park, Wayne County, Nebraska \(Second Reading\)](#)

12. [Ordinance 2022-5: Directing the sale of Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska, to R. Perry Construction, Inc. \(Second Reading\)](#)
13. [Resolution 2022-14: Approving Purchase Agreement with R. Perry Construction, Inc. – Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska \(Tabled from last meeting\)](#)
14. [Resolution 2022-16: Accepting bid and awarding contract on the “2022 Aquarius Tank Diffuser Replacement Project”](#)

**Background:** Only one bid was received on this project on February 17, 2022. The bid is in the packet. The recommendation of the project engineer on this project is to award the contract to the only bidder, Philip Carkoski Construction and Trenching, Inc., Loup City, NE, for \$389,720.

15. [Resolution 2022-17: Approving Amendment to Contract between the City of Wayne and Carlson West Povondra Architects](#)

**Background:** This amendment to the original agreement will include additional engineering services to perform a new programming, schematic design, and cost estimation of the Wayne Community Activity Center as a result of the City entering into an Interlocal Agreement with Wayne Community Schools to facilitate cooperation and coordination on the planned improvements to the activity center, with the same to be billed on an hourly basis

16. [Resolution 2022-18: Approving the “Northeast Nebraska 911 Regional Interlocal Agreement” between the City of Wayne, City of Norfolk, City of South Sioux City, Cedar County, Dakota County, Dixon County and Knox County, to share emergency 911 call handling computer hardware](#)

**Background:** This agreement has been in the works for a couple of years working jointly with other dispatch centers in the northeast region. Technology has made it to where each dispatch center would no longer have to purchase and fund a full set of answering equipment, nor replace that equipment every 6 to 10 years as in the past, costing hundreds of thousands of dollars for each entity.

This venture made Norfolk and South Sioux City the two “Host” dispatch centers that will house and maintain all of the infrastructure equipment for 911 calls. We, along with the other smaller listed agencies in the agreement, will then operate off of the Host’s equipment and the calls are sent to us as “remote” sites. We would be linked to each other to use the host equipment by redundant fiber network.

It doesn’t change anything at this point as to who answers your local 911 calls -- they still come to us via this system electronically. It does, however, change things to where if one agency has a major crisis or event overloading their 911 system, those calls would be dispersed to the other linked dispatch centers to be answered.

The agencies listed on this agreement have worked together from the start with a couple more agencies that have given their intent to join once their equipment expires and is needing

replaced. Costs to do this are shared with the number of agencies signed on, instead of each agency funding everything for their site on their own.

The agreement has been reviewed and approved as to content by the City Attorney.

17. [Resolution 2022-19: Appointing the Wayne Chief of Police to represent and make decisions on the Northeast Nebraska Regional E911 Committee](#)

**Background:** This Resolution appoints the Chief of Police to represent, make decisions, and be a voting member for the Northeast Nebraska Regional 911 Committee per the interlocal agreement.

18. Discussion regarding the request of the Wayne Community Redevelopment Authority to purchase a Lot or Lots from the City

**Background:** The CRA, at their meeting on Tuesday, February 22<sup>nd</sup>, made a motion to ask the Council to consider giving them Lot 23, Southview II Addition, in which to place/move the house at 711 Main Street to. In addition, they would take the other two lots in the area to market for the City if the City wanted to do that.

19. [Resolution 2022-20: Authorizing the sale of property \(to be determined\) of the City of Wayne, Wayne County, Nebraska, to the Wayne Community Redevelopment Authority](#)

20. [Ordinance 2022-6: Directing the sale of property \(to be determined\) of the City of Wayne, Wayne County, Nebraska, to the Wayne Community Redevelopment Authority](#)

21. [Resolution 2022-21: Approving the Wayne, Nebraska, Community Housing Study with Strategies for Affordable Housing](#)

22. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
February 15, 2022**

The Wayne City Council met in regular session at City Hall on February 15, 2022, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Brendon Pick, Terri Buck, Nick Muir, Dallas Dorey, Chris Woehler, Jason Karsky and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Matt Eischeid.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of Council Chambers, as well as on the City of Wayne website and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Karsky made a motion, which was seconded by Councilmember Woehler, to approve the minutes of the meeting of February 1, 2022, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ACE HARDWARE & HOME, SU, 590.85; AMGL, SE, 30050.00; APPEARA, SE, 108.82; APPEARA, SE, 59.57; BORDER STATES INDUSTRIES, SU, 14883.77; BROWN, SANDY, RE, 106.84; CARHART KITCHEN & BATH, SU, 2730.00; CITY EMPLOYEE, RE, 62.40; CITY

EMPLOYEE, RE, 2837.02; CITY EMPLOYEE, FE, 75.00; CITY OF WAYNE, RE, 635.21; CITY OF WAYNE, RE, 2837.02; COPY WRITE PUBLISHING, SE, 136.11; DAVE'S DRY CLEANING, SE, 54.00; DEARBORN LIFE INSURANCE COMPANY, SE, 2836.90; FLOOR MAINTENANCE, SU, 242.20; GALE/CENGAGE LEARNING, SU, 74.07; GLOBAL PAYMENTS INTEGRATED, FE, 337.92; GROSSENBURG IMPLEMENT, SE, 1395.00; HATTIG CONSTRUCTION, SE, 255.00; HEIKES AUTOMOTIVE, SE, 3655.96; HILAND DAIRY, SE, 110.23; HILAND DAIRY, SE, 142.25; HYDRO OPTIMIZATION, SU, 788.70; ICC, FE, 145.00; INGRAM LIBRARY SERVICES, SU, 704.22; JOHN'S WELDING AND TOOL, SU, 2280.96; JOHNSON'S PLUMBING & HEATING, SE, 752.00; KORN, RICHARD, RE, 866.94; L & L THOMPSON CONSTRUCTION, SE, 500.00; L.G. EVERIST, SU, 491.08; LEY, MATT, SE, 25.00; LIBERAL GASKET, SU, 63.97; LINDNER, DAVID, RE, 500.00; LOFFLER, SE, 271.89; LUEDERS, RYAN, RE, 500.00; LUTT OIL, SU, 4844.70; LYNN PEAVEY, SU, 51.60; MARCO TECHNOLOGIES, SE, 542.64; MATHESON-LINWELD, SU, 35.06; MERCHANT SERVICES, SE, 36.46; MERCHANT SERVICES, SE, 3447.11; MERCHANT SERVICES, SE, 1102.74; MIDWEST ALARM SERVICES, SE, 777.62; MIDWEST LABORATORIES, SE, 26.00; MUNICIPAL SUPPLY, SU, 3586.42; NAVIGATOR CO2 VENTURES, RE, 200.00; NE STATE FIRE MARSHAL, SE, 120.00; NPPD, SE, 7526.00; NEXIC, SE, -910.00; NORTHEAST POWER, SE, 6978.00; ONE CALL CONCEPTS, SE, 27.58; O'REILLY AUTOMOTIVE STORES, SU, 35.14; OVERDRIVE, SU, 676.47; PAC N SAVE, SU, 892.54; PATEFIELD, DAVID, SE, 100.00; QHA CLEANING, SE, 1618.95; QUALITY FOOD CENTER, SU, 34.89; SCHMITZ, CINDY, SE, 45.00; STAPLES, SU, 81.13; STATE NEBRASKA BANK & TRUST, SE, 60.16; SVEHLA, SED, SE, 40.00; US FOODSERVICE, SU, 1683.87; VAKOC, SU, 363.80; VERIZON, SE, 544.52; WAYNE AUTO PARTS, SU, 841.66; WAYNE COUNTY CLERK, SE, 64.00; WAYNE HERALD, SE, 994.72; WAYNE HERALD, SE, 92.50; WAPA, SE, 20458.24; AMERITAS, SE, 179.73; AMERITAS, SE, 94.18; AMERITAS, SE, 72.00; AMERITAS, SE, 2845.58; ARNIE'S FORD, SU, 32261.00; CASTANEDA, GEORGINA, SE, 25.00; CITY EMPLOYEE, RE, 14.50; CITY OF WAYNE, PY, 89998.27; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.79; ECHO GROUP, SU, 864.16; FLOOR MAINTENANCE, SU, 1024.87; GRAINLAND ESTATES, RE, 4980.33; ICMA, SE, 1561.62; ICMA, SE, 387.10; ICMA, SE, 35.42; ICMA, SE, 8550.05; ICMA, SE, 128.40; ICMA, SE, 65.00; ICMA, SE, 115.88; ICMA, SE, 149.64; ICMA, SE, 387.46; ICMA, SE, 163.92; INTERSTATE BATTERY, SU, 126.95; IRS, TX, 15258.30; IRS, TX, 11075.72; IRS, TX, 3568.46; J. F. AHERN CO, SE, 330.00; KELLY SUPPLY COMPANY, SU, 526.25; NE DEPT OF REVENUE, TX, 4908.62; NE RURAL WATER, FE, 1185.00; OLSSON ASSOCIATES, SE, 9500.00; O'REILLY AUTOMOTIVE STORES, SU, 152.81; PEPSI COLA OF SIOUXLAND, SU, 400.90; SEBADE HOUSING, RE, 7343.03; SEBADE HOUSING, RE, 2269.97; STAPLES, SU, 323.14; TIEDTKE CONSTRUCTION, RE, 100.00; TIEDTKE, DAN, RE, 141.00; WAYNE RENTALS, RE, 23882.88

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Marcy Luth of AMGL presented the FY2020-21 Audit.

Mayor Giese declared the time was at hand for the public hearing on the City-Wide Sales Tax Usage Plan (LB840 Economic Development Plan).

Administrator Blecke stated the intent is to put the LB840 plan on the ballot in May even though it expires in 2024. We are trying to get everything consolidated into the May primary. Minor adjustments

have been made to the economic development plan that has been in effect since 2009. This public hearing is a requirement to officially adopt the plan. However, even if you adopt the plan, it has to go before the voters for approval. Staff is estimating the amount to be received over the next 15 years at \$2.25 million. He noted the reason this amount is lower than the last time this was done is that we have a revolving loan fund. We will couple that \$2.25 million with about \$2 million dollars in the revolving loan fund.

City Clerk McGuire had not received any comments, for or against, this public hearing.

There being no further comments, Mayor Giese closed the public hearing.

Councilmember Karsky introduced Resolution No. 2022-10, and moved for its approval; Councilmember Dorey seconded.

#### RESOLUTION NO. 2022-10

##### A RESOLUTION TO ADOPT AN ECONOMIC DEVELOPMENT PLAN.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

The following Resolution would place the following sales tax questions/propositions on the ballot.

- Proposition A - 1% tax (85% of that 1% will go to "Capital Expenditures" and 15% of that 1% will go to LB 840) [this tax is currently split 60/40 for capital improvements and LB 840];
- Proposition B - LB 840 (Wayne Economic Development Program) program approval with an estimated \$2,250,000 collected for the fund over 15 years;
- Proposition C - .5% tax for Parks and Recreation purposes [this tax is currently used for swimming pool bonds and is likely to be paid off in September 2024]; and,
- Proposition D - .5% tax for "Public Infrastructure Improvements," which shall include recreational facilities (this is the additional .5% with the school to update and add on to the CAC).

Councilmember Brodersen introduced Resolution 2022-11, and moved for its approval; Councilmember Woehler seconded.

#### RESOLUTION NO. 2022-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA, CALLING AN ELECTION ON THE PROPOSITION OF EXTENDING THE CITY'S EXISTING ADDITIONAL SALES AND USE TAX AND INCREASING THE SALES AND USE TAX, UPON THE SAME TRANSACTIONS WITHIN THE CITY OF WAYNE ON WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne.

Joel Hansen, Street & Planning Director, stated the Planning Commission met on February 7, 2022, to review the "Future Land Use Map of the Comprehensive Plan." The Planning Commission has begun the process of reviewing annually the "Future Land Use Map" and has brought forth revisions, which will place the zoning request to follow in compliance with the new "Future Land Use Map" should the changes be approved.

The Planning Commission recommended approval of the Future Land Use Map, as amended, with the "Finding of Fact" being staff's recommendation.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

There being no further comments, Mayor Giese closed the public hearing.

Councilmember Karsky introduced Ordinance No. 2022-2, and moved for approval thereof; Councilmember Brodersen seconded.

#### ORDINANCE NO. 2022-2

#### AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Roger Protzman, JEO Consulting Group, updated the Council on the "Water Transmission Main Project." He noted that all parties want a solution to this problem. The one option identified that has not been tried is the use of an outside third-party company that specializes in chlorinating water lines. Chlorina-

serve is a company from Texas that has completed projects around the United States including in Nebraska. They have offered to complete their process and Rutjens Construction has offered to pay for the work if the third-party is able to achieve passing results. This cost will be \$25,000. However, Rutjens has indicated that if they pay for the third-party chlorination, they want to be released of any future warranty responsibility for the project. Mr. Protzman is in the process of obtaining an agreement to be executed by the respective parties. Mr. Protzman was asked to contact Chloraserve to see if they would be willing to provide a one-year warranty. The company should be here within a month.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, authorizing city staff to enter into an agreement with Rutjens to pay for the services of Chloraserve. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to a request to rezone property (Block 8, Crawford & Brown's Addition and the West Half of Block 12, North Addition) from B-2 (Central Business District) to B-3 (Neighborhood Commercial District). The applicant, Sanctuary Apartments, LLC, is seeking the request to rezone the area to allow for the conversion of the former Baptist Church into residential apartments with no commercial tenants.

Joel Hansen, Street and Planning Director, advised the Council that the Planning Commission held a public hearing on February 7, 2022, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the current and future land use maps; and
- Staff's recommendation.

The Planning Commission expressed concern regarding the parking for this area. Mr. Hansen stated he explained to the Commission that the zoning change is not about parking. This project meets the parking requirements of our current zoning language, and if the Planning Commission is unhappy with the current parking requirements, we should be amending the same. This zoning change is about where you

want the north end of the downtown business district to end. Do you want it to end at the street where it currently does or do you want it to end at 4<sup>th</sup> Street?

Matt Ley was present to answer questions. He noted the plan is to sell the house adjacent to the church building.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

There being no further comments, Mayor Giese closed the public hearing.

Councilmember Brodersen introduced Ordinance No. 2022-3 and moved for its approval; Councilmember Pick seconded.

#### ORDINANCE NO. 2022-3

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF BLOCK EIGHT (8), CRAWFORD & BROWN'S ADDITION, AND THE WEST HALF (W1/2) OF BLOCK TWELVE (12) NORTH ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM B-2 CENTRAL BUSINESS DISTRICT TO B-3 NEIGHBORHOOD COMMERCIAL DISTRICT.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to annexing a parcel of land containing 1.02 acres, more or less, to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which the Dollar General at 1915 E. 7<sup>th</sup> Street is located, more particularly described as Lot 1, Logan Valley Industrial Park, Wayne County, Nebraska.

This action only annexes one property in the industrial area. There will likely be another ordinance for annexation at the second meeting in March after the Planning Commission discusses annexing property south of Grainland Road.

The Planning Commission held a public hearing on this matter on February 7, 2022, and recommended that the Council approve this annexation, with the finding of fact being staff's recommendation.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

There being no further comments, Mayor Giese closed the public hearing.

Councilmember Brodersen introduced Ordinance No. 2022-4, and moved for approval thereof; Councilmember Buck seconded.

#### ORDINANCE NO. 2022-4

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Mayor Giese declared the time was at hand for the public hearing on the One and Six Year Street Improvement Program.

Joel Hansen, Street and Planning Director, presented the One and Six Year Street Improvement Program. This is a yearly requirement to receive Highway Allocation Funds from the Nebraska Department of Transportation. He noted that just because a project is in the One and Six Year Street Improvement Plan does not mean the project has to be done that year. However, if the City would want to do a project that is not in the One and Six Year Street Improvement Plan, another public hearing would have to be held to amend the plan.

Upcoming projects, which include some carry-over projects from previous year(s), include the following:

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>
*****			
M-617(128)	2022	Chicago Street from S. Lincoln to S. Sherman – 800’ South Lincoln Street from W. 1 <sup>st</sup> to Chicago – 475’ Construct Concrete Paving, Curb & Gutter	\$800,000
*****			
M-617(129)	2023	Fairgrounds Avenue from S. Main to S. Nebraska – 415’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$395,000
M-617(115)	2023	W. 3 <sup>rd</sup> Street from Oak Dr. to 250’ E. of Oak Dr. – 250’ Construct Concrete Paving, Curb & Gutter	\$ 70,000
*****			
M-617(132)	2024	E. 4 <sup>th</sup> Street and Thorman Street – 2,300’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$900,000
M-617(127)	2024	Downtown Alleys – 2,880’ Overlay and Concrete Paving	\$480,000
*****			
M-617(107)	2025	Clark Street & S. Pearl Street – 745’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$350,000
M-617(114)	2025	W. 2 <sup>nd</sup> Street from Blaine St. to 360’ E of Blaine St. – 380’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$180,000
M-617(131)	2025	E. 21 <sup>st</sup> Street from Vintage Hill Drive to Centennial Road and Centennial Road from E. 14 <sup>th</sup> to E. 21 <sup>st</sup> – 4,500’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$ 1,300,000
*****			
M-617(98)	2026	Sherman Street from W. 5 <sup>th</sup> St. to W. 6 <sup>th</sup> St. – 300’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$140,000
M-617(113)	2026	Sherman Street from W. 3 <sup>rd</sup> St. to W. 4 <sup>th</sup> St. – 300’ Construct Concrete Paving, Curb & Gutter	\$140,000
*****			
M-617(112)	2027	Lagoon Streets – 2,500’ Construct Concrete Paving	\$900,000
M-617(130)	2027	W. 11 <sup>th</sup> Street from Main to Sherman – 1,550’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$850,000
M-617(89)	2027	Lage Subdivision – South of Fairgrounds Avenue – 900’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$400,000
M-617(120)	2027	Northern Ridge Drive from Highway 15 to W. 21 <sup>st</sup> St. – 1,800’ Construct Concrete Paving, Curb & Gutter, & Storm Sewer	\$800,000
M-617(116)	2027	W. 7 <sup>th</sup> Street from Haas Avenue to Pheasant Run – 1,650’ Storm Sewer & Sidewalk	\$110,000
M-617(119)	2027	South Windom Street from 232’ S of Folk St. to 333’ S of Folk St. Construct Concrete Paving, Curb and Gutter – 101’	\$25,000

M – 617(133)	2027	E. 10 <sup>th</sup> Street from Schreiner Drive to east end of Viken Park Reconstruct Concrete Paving, Curb and Gutter – 200'	\$500,000
--------------	------	--	-----------

\*\*\*\*\*

Councilmember Woehler wanted to move the E. 4<sup>th</sup> Street and Thorman Street Project, as well as the E. 21<sup>st</sup> Street project from Vintage Hill Drive to Centennial Road, to year 2023.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

There being no further comments, Mayor Giese closed the public hearing.

Councilmember Woehler introduced Resolution 2022-12 and moved for its approval with the following amendments:

Move the following projects to year 2023:

M – 617(132)	2024	E. 4 <sup>th</sup> Street and Thorman Street – 2,300' Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$900,000
M – 617(131)	2025	E. 21 <sup>st</sup> Street from Vintage Hill Drive to Centennial Road and Centennial Road from E. 14 <sup>th</sup> to E. 21 <sup>st</sup> – 4,500' Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$ 1,300,000

Councilmember Buck seconded.

RESOLUTION NO. 2022-12

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

The following Resolutions and Ordinance pertain to the sale of Lot 3, Southeast Addition, to R. Perry Construction, Inc. for \$1.00.

Administrator Blecke stated the Council has been talking about this 8-acre tract down by the Summer Sports Complex for about two years. We have replatted and rezoned the property. Staff went out for proposals and received two. Council evaluated the proposals about a month ago and approved and directed staff to work with R. Perry Construction on some of the details.

Attorney Miller advised the Council that she had prepared a purchase agreement to be forwarded to R. Perry Construction. This afternoon, she received a redrafted purchase agreement. She noted her main concern was the paragraph relating to "Right of Reversion." In her agreement, if R. Perry Construction did not construct the project according to the plans, then the City could either foreclose on a performance deed of trust or R. Perry Construction would have to pay the City \$500,000 to keep that land or construct the project according to the plans that had been agreed upon. With this redrafted purchase agreement, R. Perry Construction is proposing that there be two phases. Phase I will get built first, and they will construct the apartment units that are outlined in paragraph 11. The right of reversion will be on the second phase. If they are unable to rent out all of the units in the first phase, then they will grant the land that they were going to use for the second phase back to the City. They were not agreeable to a right of reversion on Phase I.

Cory Christensen, Director of Public Relations with R. Perry Construction, was present to answer questions. They have tweaked their plan from what was originally presented. There will be more green space. Phase I will consist of 72 apartment units, with the clubhouse and pool. Phase II will consist of 72 apartment units.

Attorney Miller stated if Council approves the following Resolution, she would ask that it be approved contingent upon an approved purchase agreement.

Ed Brogie had concerns regarding this proposal (increased traffic, being in competition with other property owners and landlords, putting a burden on an already crowded school district, and taking away a recreational area).

Administrator Blecke stated this property would be assessed at \$90-100,000 according to the County Assessor. Right now, it is assessed at zero because it is city-owned.

Mayor Giese stated there was an email that went out late and he spoke regarding the highlights of it: taking away rec facilities for future use, calling into question why we (the Council) are acting on this now, and the question of why we are going with an out-of-town firm.

Councilmember Brodersen stated she felt this was putting the cart before the horse. We do not have a design for the sports complex yet. As part of the Stool-too-Cool Committee, she would have liked to have seen a design for the sports complex first before selling this property.

Councilmember Muir stated he would have felt differently if they weren't looking at repurposing the lagoon area and capturing back 25-acres of green space. This could be a way to help solve the issue of apartment complexes popping up in residential areas.

Mr. Christensen stated they (R Perry Construction) want the lake project to happen, and they will contribute to that to make sure it happens. They only do "A" properties, which means that the finishes inside these apartments will be "A" quality (e.g. quartz countertops, certain cabinetry and finishes).

There was a concern from a citizen of selling the property for \$1.00 and taking away recreation fields.

It was noted that both of the proposals received wanted the property for \$1.00, as well as tax increment financing and/or LB840, etc.

Joel Hansen, Street and Planning Director, addressed the traffic concerns that had been brought up.

It was noted that the lower rugby fields will be opened up for recreation use since WSC rugby will be relocated up at the college.

Mr. Christensen stated the rent would be \$850 for a one-bedroom apartment, \$1,150 for two bedrooms and \$1,250 for three bedrooms. They are comfortable with these rental rates. This rental rate includes, cable, internet, water and sewer, but not electric. The apartments they are building in South Sioux City that have similar rental rates are 40% occupied by the workforce from Tyson. They have 96 people on a waiting list. TIF would be around \$3.5-4 million, depending upon the assessed value.

Councilmember Woehler stated he had concerns about the sale of the property for \$1.00 and getting TIF on top of free land, which would be the reason for his voting nay on the Resolution. However, he is not against the project.

Joel Hansen, Street and Planning Director, stated this type of project and the scale it brings addresses so many issues with property maintenance because you now have options for where people can live. This will provide potential openings for people who have families that maybe can't afford this, but it opens up some other homes in town that they can afford.

Councilmember Karsky noted that youth participation in sports has been declining since 2008 by around 40%. We cannot assume we are going to need all of this area for youth sports.

Councilmember Pick stated lots in Western Ridge are being sold for \$3-5,000 a lot and in Vintage Hills for \$38,000 a lot. The City subsidized Western Ridge to get houses built because the City needed houses. He did not think this was a problem. This is what the need of the town is.

Councilmember Muir introduced Resolution 2022-13, and moved for its approval, contingent upon there being an approved purchase agreement; Councilmember Pick seconded.

#### RESOLUTION NO. 2022-13

A RESOLUTION AUTHORIZING THE SALE OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO R. PERRY CONSTRUCTION, INC., FOR \$1.00.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who voted Nay and Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Muir introduced Ordinance No. 2022-5, and moved for approval thereof contingent upon their being an executed Purchase Agreement; Councilmember Pick seconded.

#### ORDINANCE NO. 2022-5

AN ORDINANCE DIRECTING THE SALE OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO R. PERRY CONSTRUCTION, INC.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who voted Nay and Councilmember Eischeid who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Councilmember Muir made a motion to table action on Resolution 2022-14 until the next meeting, which was seconded by Councilmember Pick. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

The Council approved Olsson as the special engineer on the “Chicago Street and Storm Sewer and Paving Project” on October 19, 2021, after going through a “Request for Qualification” process. The following Resolution would reaffirm their appointment, as well as approve the final plans, specifications and opinion of probable cost for this project. Once the Council approves the same, the project will be advertised for bids.

Joel Hansen, Street and Planning Director, explained that the reason for this project coming forward now is that we have a Subdivision Agreement in the Southview II Addition/S. Sherman Street area with the developer where we agreed in five years, the City would relocate the storm sewer that goes through a couple of the lots he owns, and in 10 years to put the street in. Prior discussion was that it did not make a lot of sense to do one project without the other. Therefore, we have hired Olsson to prepare the plans and specs for the Chicago Street project.

Administrator Blecke stated the thought is to possibly move houses into this area and on lots that the City owns. One possibility is the house the CRA purchased at 711 Main Street. He noted he has visited with Terry Sievers, Wayne County Commissioner, and they are looking for some property to move the County sheds to, which would then open up a couple of more lots.

Matthew Smith, representing Olsson, the City’s engineer on the project, reviewed the plans and specifications, as well as updated them on the project. The estimated construction cost is \$780,000.

Councilmember Brodersen introduced Resolution No. 2022-15 and moved for its approval, Councilmember Buck seconded.

RESOLUTION NO. 2022-15

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE "2022 CHICAGO STREET IMPROVEMENTS PROJECT," AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Discussion took place regarding "lake development" on the lagoon property. Administrator Blecke asked Olsson to provide an estimate for a 4-acre lake. This would be about \$1.88 million.

Matthew Smith, representing Olsson on this project, stated the \$1.88 million would include, but not be limited to:

- Mobilization
- Clearing and excavation of the lake
- Installation of a clay liner for the bottom of the lake
- Infrastructure, such as piping, etc., for the outlet of the lake
- Erosion control items
- 100' deep, 500 GPM well, pump house and electrical
- Riprap

George Burcham, Ed Brogie and Karen Granberg spoke and asked questions regarding this project.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 8:12 p.m.



Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGREEMENT	1,021.15
AMAZON.COM, LLC	BOOKS/DVD'S/VACUUM/PLANT STAND	827.67
AMERICAN LIBRARY ASSOC	REGISTRATION-H HEADLEY	264.00
ANDERSON, DEREK	MEN'S LEAGUE REF	25.00
ANDERSON, DEREK	MEN'S LEAGUE REF	25.00
APPEARA	CAC MAT SERVICE	50.66
APPEARA	LINEN & MAT SERVICE	118.15
BAKER & TAYLOR BOOKS	BOOKS	643.87
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	195,869.36
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	48,250.31
BOK FINANCIAL	SWIMMING POOL SALES TAX REVENUE BONDS	4,890.00
BORDER STATES INDUSTRIES, INC	FIRE RESISTANT CLOTHING	195.77
BSN SPORTS, INC	SOCCER BALLS/BASKETBALL NET/FLOOR TAPE	307.94
CENTURYLINK	TELEPHONE CHARGES	424.51
CITY EMPLOYEE	FIRE HALL DEPOSIT REFUND	200.00
CITY EMPLOYEE	VISION REIMBURSEMENT	95.60
CITY EMPLOYEE	VISION REIMBURSEMENT	95.60
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,310.51
CITY EMPLOYEE	VISION REIMBURSEMENT	152.20
CITY OF WAYNE	UTILITY REFUNDS	209.43
CLARK EQUIPMENT COMPANY	BOBCAT SKID LOADER	23,094.04
COMPLETE FLOORS, INC.	COMPLEX BATHROOM FLOORS	2,891.00
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	18,865.95
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	96.32
DGR & ASSOCIATES CO	ELECTRICAL ENGINEERING SERVICES	630.00
DUTTON-LAINSON COMPANY	MOUNTING PLATE/GLOVES	141.70
ED M. FELD EQUIPMENT CO INC	FIRE BOOTS/BOTTLE HYDROTESTING	815.00
EGAN SUPPLY CO	GYM FLOOR RESURFACING	5,104.00
ELLIS HOME SERVICES	VALVE REPAIR	154.46
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	150.21
GROSSENBURG IMPLEMENT INC	GLOVES	85.77
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	88.80
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	98.33
HOLIDAY INN EXPRESS - HASTINGS	LODGING-J MULLEN	384.00
HOLIDAY INN OF KEARNEY	LODGING-DREDGE/WEILER	459.80
JACK'S UNIFORMS	THC TEST KITS	101.85
JEO CONSULTING GROUP	MASTER AGREEMENT	1,000.00
KELLY SUPPLY COMPANY	ELECTRIC VALVE/AIR COMPRESSOR OIL	1,503.52
KTCH AM/FM RADIO	CAC RADIO ADS	150.00
LIBERAL GASKET MFG	O'RINGS	49.43
MAIN STREET GARAGE, LLC	TOWING CHARGES/TIRE REPAIR	125.50

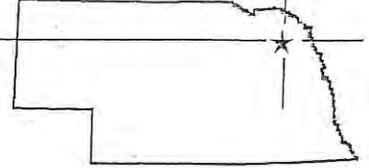
Vendor	Payable Description	Payment Total
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MEYER, GABRIELLE	MEN'S LEAGUE REF	39.00
NDEE-FISCAL SERVICES	TRANSFER STATION PERMIT	150.00
NDEE-FISCAL SERVICES	SWIMMING POOL PERMIT	40.00
NDEE-FISCAL SERVICES	REVIEW/APPROVE WATER PLAN	510.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	108.00
NEBRASKA JOURNAL LEADER	AUDITORIUM ADVERTISING	123.66
NERC	NERC/MRO REGION ASSESSMENTS	930.77
NORTHEAST POWER	WHEELING CHARGES	13,819.26
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY/FUEL FILTER	62.11
O'REILLY AUTOMOTIVE STORES, INC.	RUST PREVENTATIVE/PUSH BUTTON	129.97
OVERDRIVE, INC.	AUDIO/E BOOKS	769.94
PATEFIELD, DAVID	MEN'S LEAGUE REF	100.00
PATEFIELD, DAVID	MEN'S LEAGUE REF	100.00
PICK, BRENT L	BUILDING PERMIT DEPOSIT REFUND	500.00
PLUMBING & HEATING WHOLESALE INC.	VACUUM BREAKER REPAIR KIT	59.06
RESCO	LIGHT BULBS	1,166.75
SIRCHIE	THC TEST KITS	219.33
STATE FARM INSURANCE	SURETY BOND-B MCGUIRE	563.00
THE HOME DEPOT PRO	TOWELS/FLOOR SCRUBBER REPAIR	192.74
TOTAL GRAPHICS	CHEER CAMP SHIRTS	574.50
VAUGHN, TYLER	MEN'S LEAGUE REF	75.00
VIC'S ENGINE SERVICE	CHAINSAW GUIDE BAR	46.25
WAYNE COUNTRY CLUB	PAYROLL DEDUCTIONS-2022 GOLF MEMBERSHIPS	13,584.00
WAYNE COUNTY TREASURER	VEHICLE REGISTRATION	728.35
WESCO DISTRIBUTION INC	BOLTS	321.00
WISNER WEST	FD GASOLINE	90.26
YORK COUNTY COMMUNICATIONS CENTER	APCO CTO COURSE	198.00
	<b>Grand Total:</b>	<b>346,523.78</b>

# City of Wayne

306 Pearl • P.O. Box 8  
Wayne, Nebraska 68787

(402) 375-1733  
Fax (402) 375-1619

Incorporated - February 2, 1884



## REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

*Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).*

Name: Wayne Ag Society Doug Temme

Address: \_\_\_\_\_

Telephone No.: 402-375-0542

Date of Request: 2-18-22

Description of Requested Topic: sewer bill due to water leak at fair grounds



## WAYNE COUNTY AG SOCIETY

	Rate Code	Total Dollars	Tax Dollars	Taxable Dollars	Consumption	Service Start Date	Service End Date
02/23/2022	SW-COM 2" OUTSIDE	1242.45	64.77	1177.68	68700	01/13/2022	02/15/2022
01/25/2022	SW-COM 2" OUTSIDE	1145.92	59.74	1086.18	62700	12/15/2021	01/13/2022
12/27/2021	SW-COM 2" OUTSIDE	1007.56	52.53	955.03	54100	11/15/2021	12/15/2021
11/22/2021	SW-COM 2" OUTSIDE	561.89	29.29	532.6	26400	10/14/2021	11/15/2021
10/26/2021	SW-COM 2" OUTSIDE	344.7	17.97	326.73	12900	09/15/2021	10/14/2021
09/27/2021	SW-COM 2" OUTSIDE	327	17.05	309.95	11800	08/16/2021	09/15/2021
08/27/2021	SW-COM 2" OUTSIDE	1511.13	78.78	1432.35	85400	07/14/2021	08/16/2021
07/28/2021	SW-COM 2" OUTSIDE	362.39	18.89	343.5	14000	06/15/2021	07/14/2021
06/28/2021	SW-COM 2" OUTSIDE	278.73	14.53	264.2	8800	05/13/2021	06/15/2021
05/26/2021	SW-COM 2" OUTSIDE	214.38	11.18	203.2	4800	04/14/2021	05/13/2021
05/05/2021	SW-COM 2" OUTSIDE	137.15	7.15	130	319200	02/15/2021	03/15/2021
05/05/2021	SW-COM 2" OUTSIDE	137.15	7.15	130	104000	03/15/2021	04/14/2021
04/27/2021	SW-COM 2" OUTSIDE	1810.38	94.38	1716	104000	03/15/2021	04/14/2021
03/26/2021	SW-COM 2" OUTSIDE	5272.68	274.88	4997.8	319200	02/15/2021	03/15/2021
02/24/2021	SW-COM 2" OUTSIDE	158.07	8.24	149.83	1300	01/13/2021	02/15/2021
01/26/2021	SW-COM 2" OUTSIDE	154.85	8.07	146.78	1100	12/16/2020	01/13/2021
12/28/2020	SW-COM 2" OUTSIDE	139.63	7.28	132.35	1400	11/16/2020	12/16/2020
11/24/2020	SW-COM 2" OUTSIDE	229.73	11.98	217.75	7000	10/14/2020	11/16/2020
10/27/2020	SW-COM 2" OUTSIDE	273.17	14.24	258.93	9700	09/15/2020	10/14/2020
09/28/2020	SW-COM 2" OUTSIDE	266.74	13.91	252.83	9300	08/13/2020	09/15/2020
08/26/2020	SW-COM 2" OUTSIDE	329.48	17.18	312.3	13200	07/15/2020	08/13/2020
07/29/2020	SW-COM 2" OUTSIDE	315	16.42	298.58	12300	06/15/2020	07/15/2020
06/26/2020	SW-COM 2" OUTSIDE	260.3	13.57	246.73	8900	05/13/2020	06/15/2020
05/28/2020	SW-COM 2" OUTSIDE	133.19	6.94	126.25	1000	04/14/2020	05/13/2020
04/28/2020	SW-COM 2" OUTSIDE	123.54	6.44	117.1	400	03/15/2020	04/14/2020
03/27/2020	SW-COM 2" OUTSIDE	126.76	6.61	120.15	600	02/14/2020	03/15/2020
03/05/2020	SW-COM 2" OUTSIDE	136.41	7.11	129.3	1200	01/15/2020	02/14/2020
01/27/2020	SW-COM 2" OUTSIDE	129.98	6.78	123.2	800	12/16/2019	01/15/2020
12/26/2019	SW-COM 2" OUTSIDE	105.64	5.51	100.13	500	11/14/2019	12/16/2019
11/25/2019	SW-COM 2" OUTSIDE	126.55	6.6	119.95	1800	10/14/2019	11/14/2019
10/29/2019	SW-COM 2" OUTSIDE	588.3	30.67	557.63	30500	09/16/2019	10/14/2019
09/26/2019	SW-COM 2" OUTSIDE	520.73	27.15	493.58	26300	08/14/2019	09/16/2019

Forgiven  
Forgiven

08/28/2019	SW-COM 2" OUTSIDE	1801.39	93.91	1707.48	105900	07/15/2019	08/14/2019
07/26/2019	SW-COM 2" OUTSIDE	266.52	13.89	252.63	10500	06/14/2019	07/15/2019
06/25/2019	SW-COM 2" OUTSIDE	2033.07	105.99	1927.08	120300	05/15/2019	06/14/2019
05/30/2019	SW-COM 2" OUTSIDE	1798.17	93.74	1704.43	105700	04/15/2019	05/15/2019
04/26/2019	SW-COM 2" OUTSIDE	99.2	5.17	94.03	100	03/16/2019	04/15/2019
03/27/2019	SW-COM 2" OUTSIDE	99.2	5.17	94.03	100	02/14/2019	03/16/2019
02/27/2019	SW-COM 2" OUTSIDE	100.81	5.26	95.55	200	01/15/2019	02/14/2019
01/30/2019	SW-COM 2" OUTSIDE	97.59	5.09	92.5	0	12/14/2018	01/15/2019
12/27/2018	SW-COM 2" OUTSIDE	145.06	7.56	137.5	5000	11/13/2018	12/14/2018
11/29/2018	SW-COM 2" OUTSIDE	80.75	4.21	76.54	200	10/14/2018	11/13/2018
10/30/2018	SW-COM 2" OUTSIDE	232.15	12.1	220.05	11500	09/14/2018	10/14/2018
09/28/2018	SW-COM 2" OUTSIDE	2051.67	106.96	1944.71	147300	08/15/2018	09/14/2018
08/30/2018	SW-COM 2" OUTSIDE	2153.5	112.27	2041.23	154900	07/15/2018	08/15/2018
07/25/2018	SW-COM 2" OUTSIDE	459.93	23.98	435.95	0	06/15/2018	07/15/2018
06/27/2018	SW-COM 2" OUTSIDE	222.77	11.61	211.16	0	05/15/2018	06/15/2018
05/29/2018	SW-COM 2" OUTSIDE	187.94	9.8	178.14	0	04/15/2018	05/15/2018
04/26/2018	SW-COM 2" OUTSIDE	477.35	24.89	452.46	0	03/16/2018	04/15/2018
03/26/2018	SW-COM 2" OUTSIDE	84.77	4.42	80.35	0	02/14/2018	03/16/2018
02/26/2018	SW-COM 2" OUTSIDE	86.11	4.49	81.62	0	01/15/2018	02/14/2018
01/29/2018	SW-COM 2" OUTSIDE	87.45	4.56	82.89	0	12/15/2017	01/15/2018
12/26/2017	SW-COM 2" OUTSIDE	92.81	4.84	87.97	0	11/15/2017	12/15/2017
11/28/2017	SW-COM 2" OUTSIDE	78.07	4.07	74	0	10/13/2017	11/15/2017
10/27/2017	SW-COM 2" OUTSIDE	80.75	4.21	76.54	0	09/12/2017	10/13/2017
09/27/2017	SW-COM 2" OUTSIDE	78.07	4.07	74	0	08/13/2017	09/12/2017
08/28/2017	SW-COM 2" OUTSIDE	533.62	27.82	505.8	0	07/14/2017	08/13/2017
07/27/2017	SW-COM 2" OUTSIDE	232.15	12.1	220.05	0	06/14/2017	07/14/2017
06/27/2017	SW-COM 2" OUTSIDE	159.8	8.33	151.47	0	05/15/2017	06/14/2017
05/30/2017	SW-COM 2" OUTSIDE	103.53	5.4	98.13	0	04/16/2017	05/15/2017
04/26/2017	SW-COM 2" OUTSIDE	91.47	4.77	86.7	0	03/17/2017	04/16/2017
03/27/2017	SW-COM 2" OUTSIDE	78.07	4.07	74	0	02/15/2017	03/17/2017
02/28/2017	SW-COM 2" OUTSIDE	78.07	4.07	74	0	01/13/2017	02/15/2017
01/30/2017	SW-COM 2" OUTSIDE	78.07	4.07	74	0	12/14/2016	01/13/2017
12/27/2016	SW-COM 2" OUTSIDE	80.75	4.21	76.54	0	11/14/2016	12/14/2016
11/29/2016	SW-COM 2" OUTSIDE	78.07	4.07	74	0	10/15/2016	11/14/2016

12-890775-00 \$1,724.51

3/10/2022 \$1,724.51

100 Pheasant Run Rd NORTH



Wayne County Ag Society  
PO Box 133  
Wayne, NE 68787-0133

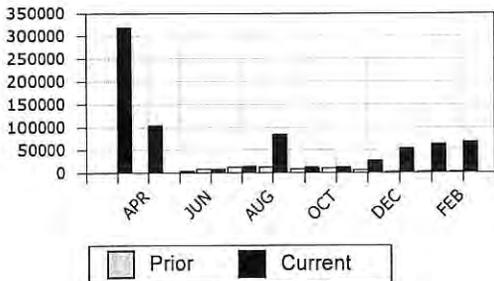
Wayne County Ag Society

100 Pheasant Run Rd NORTH

12-890775-00

Active 1/13/2022 2/15/2022 33 2/23/2022 3/11/2022 3/10/2022

**WATER**



WATER  
SEWER

CURRENT READING 41,566  
PREVIOUS READING 40,879

USAGE  
68,700  
68,700

PREVIOUS BALANCE	\$1,603.29
PAYMENTS	\$1,603.29
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00

WATER	456.93
SEWER	1,177.68
TOTAL TAX	\$89.90

CURRENT BILL	\$1,724.51
AMOUNT DUE	\$1,724.51
AMOUNT DUE AFTER 03/10/2022	\$1,724.51

12-890775-00 \$1,603.29

2/10/2022 \$1,603.29

100 Pheasant Run Rd NORTH



Wayne County Ag Society  
PO Box 133  
Wayne, NE 68787-0133

Wayne County Ag Society

100 Pheasant Run Rd NORTH

12-890775-00

Active

12/15/2021

1/13/2022

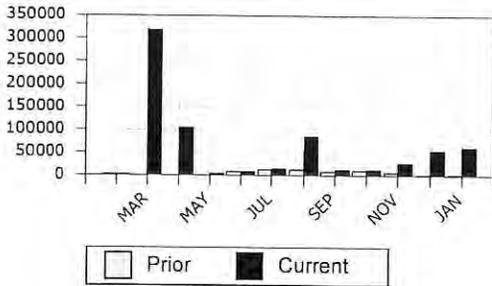
29

1/25/2022

2/11/2022

2/10/2022

**WATER**



WATER  
SEWER

CURRENT READING	40,879	PREVIOUS READING	40,252
-----------------	--------	------------------	--------

USAGE	62,700
	62,700

PREVIOUS BALANCE	\$1,429.55
PAYMENTS	\$1,429.55-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00

WATER	433.53
SEWER	1,086.18
TOTAL TAX	\$83.58
CURRENT BILL	\$1,603.29
AMOUNT DUE	\$1,603.29
AMOUNT DUE AFTER 02/10/2022	\$1,603.29

12-890775-00 \$1,429.55

1/10/2022 \$1,429.55

100 Pheasant Run Rd NORTH



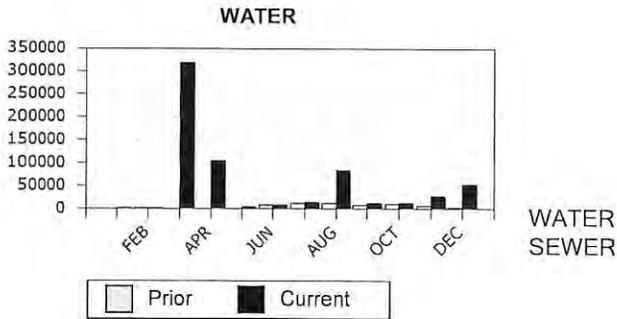
Wayne County Ag Society  
PO Box 133  
Wayne, NE 68787-0133

Wayne County Ag Society

100 Pheasant Run Rd NORTH

12-890775-00

Active 11/15/2021 12/15/2021 30 12/27/2021 1/11/2022 1/10/2022



CURRENT READING	40,252	PREVIOUS READING	39,711
-----------------	--------	------------------	--------

USAGE  
54,100  
54,100

PREVIOUS BALANCE	\$869.91
PAYMENTS	\$869.91-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00

WATER	399.99
SEWER	955.03
TOTAL TAX	\$74.53
CURRENT BILL	\$1,429.55
AMOUNT DUE	\$1,429.55
AMOUNT DUE AFTER 01/10/2022	\$1,429.55

12-890775-00 \$869.91

12/10/2021 \$869.91

100 Pheasant Run Rd NORTH



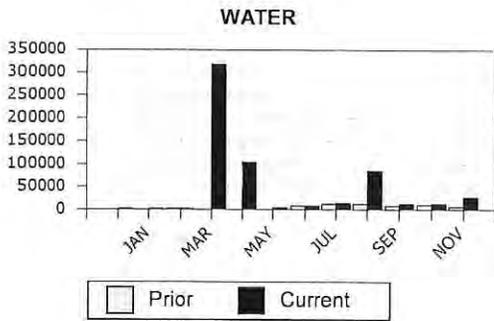
Wayne County Ag Society  
PO Box 133  
Wayne, NE 68787-0133

Wayne County Ag Society

100 Pheasant Run Rd NORTH

12-890775-00

Active 10/14/2021 11/15/2021 32 11/22/2021 12/13/2021 12/10/2021



WATER  
SEWER

CURRENT READING 39,711  
PREVIOUS READING 39,447

USAGE  
26,400  
26,400

PREVIOUS BALANCE	\$597.17
PAYMENTS	\$597.17-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00

WATER	291.96
SEWER	532.60
TOTAL TAX	\$45.35
CURRENT BILL	\$869.91
AMOUNT DUE	\$869.91
AMOUNT DUE AFTER 12/10/2021	\$869.91

## **October 15, 2019**

Denny Lutt, representing the Wayne VFW, 220 Main Street, was present requesting Council to consider adjusting their utility bill due to a higher than normal water/sewer usage as a result of a toilet running unnoticed.

Staff recommendation was to not adjust the utility bill, but rather allow more time in which to make payments.

While the Council sympathized with the situation, they felt that reducing the bill would be setting a precedent.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, denying the request of Denny Lutt, representing the Wayne VFW, 220 Main Street, to adjust the VFW's utility bill, but to allow them to pay the excess over a 12-month period. Mayor Giese stated the motion, and the result of roll call being all yeas, the Mayor declared the motion carried.

## **May 4, 2021**

Doug Temme, President of the Wayne County Ag Society, along with Kevin Davis and Matt Haschke, were present requesting Council consideration to forgiving the Ag Society's sewer bill for the usage between February 15 and March 15<sup>th</sup>, 2021, for the reason that they had a water line break in the Commercial Building during the very cold spell in February. Mr. Temme noted they have paid the water bill.

A concern was that this may be setting a precedent for similar situations.

It was noted that because the fairgrounds is outside city limits, the Ag Society pays double on both water and sewer services.

After discussion, a motion was made by Councilmember Eischeid, and seconded by Councilmember Woehler, to waive the entire sewer usage portion of the Wayne County Ag Society utility bills received on April 1<sup>st</sup> and May 1<sup>st</sup> (February 15<sup>th</sup> – April 15<sup>th</sup> usage), 2021. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried

**May 18, 2021**

Jeannine Wriedt, d/b/a Wriedt Properties, was present to contest her water/sewer bills received regarding the usage from February 15<sup>th</sup> through April 14<sup>th</sup>, 2021, at 914 Windom Street because of frozen water pipes. She was contesting the amount of usage 210,100 from 2/15/21-3/15/21 and 63,200 gallons from 3/15/21 - 4/14/21. It was noted that there is a floor drain in this apartment, and said apartment has been empty for a year because of remodeling.

City staff, as well as some Councilmembers, who have experience with or in plumbing all agreed and stated that it was possible to have this amount of water usage due to a leak or break in the water pipes, and that the water had to have gone down the drain.

Ms. Wriedt noted she had not checked on the apartment until the billing staff at City Hall contacted her about the high water usage after the meters were read in March.

Casey Junck, Water/Wastewater Superintendent, noted that a one-half inch line leaking for a day could use 20,160 gallons.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, to allow Jeannine Wriedt to spread out the payment of the bills received April 1<sup>st</sup> and May 1<sup>st</sup> (usage from 2-15-21 through 4-14-21) over a period of 18 months. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Taoka who was absent, the Mayor declared the motion carried.

# Wayne Public Library

## 2020-2021 YEAR IN REVIEW



45%  
**12,901**  
Library Visits

52%  
**1,916**  
Patron Cards  
\*finished weeding unused accounts

8%  
**84,520**  
Library Items  
\*This includes electronic materials

**30,473**  
On Shelf Items  
**20,125**  
Online Audiobooks  
**32,263**  
Ebooks  
**3**  
Databases

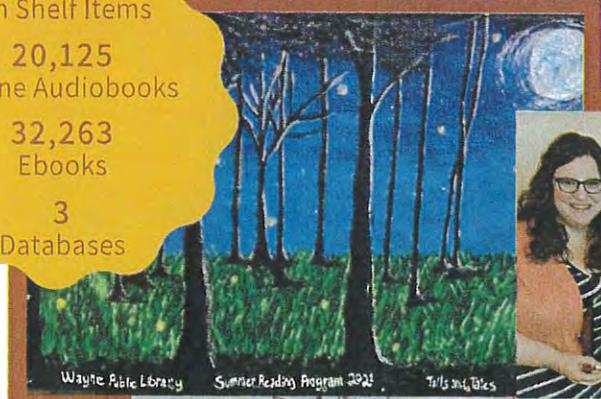
176%  
**3,118**  
Computer Lab Uses

15%  
**12,581**  
Adult Checkouts

14%  
**8152**  
Adult Downloaded Checkouts

2%  
**15,094**  
Youth Checkouts

4%  
**1,418**  
Youth Downloaded Checkouts



Fiction: Kristin Hannah "The Four Winds" with 16 checkouts  
Fiction: most checked out author - James Patterson (115 checkouts) followed by William Kent Krueger (69 checkouts)

Nonfiction: Isabel Wilkerson "Caste: the Origins of Our Discontents" with 7 checkouts  
Nonfiction: most checked out author - Guinness World Records(18 checkouts) followed by Jen Sincero (9 checkouts)

Biography: Larry Loftis "The Princess Spy: the True Story of World War II Spy Aline Griffith, Countess of Romanones" with 5 checkouts  
Biography: most checked out author - Larry Loftis (7 checkouts) followed by James Herriot (6 checkouts)

YA: Stephanie Meyer "Midnight Sun" with 5 checkouts  
YA: most checked out author - Christopher Paolini, Kiera Cass, Victoria Aveyard (each with 12 checkouts), Gary Paulsen (10 checkouts)

YA GN: Joe Hill "Locke and Key" with 16 checkouts  
YA GN: most checked out author - Joe Hill , Joss Whedon (both with 17 checkouts), Jordie Bellaire, Nathan Pyle (both with 11 checkouts)

DVD: "Doctor Who: Season 9" with 17 checkouts, "Scoob" with 13 checkouts

Audiobook: "Mickey & Minnie Story Compilation" with 7 checkouts and "Frozen II: Forest of Shadows" also with 7 checkouts

GN INT: "Dog man: Lord of the fleas" by Dav Pilkey with 12 checkouts, "Dog man: Fetch 22" by Dav Pilkey also with 12 checkouts  
GN INT: Most checked out author - Dav Pilkey with 116, Jennifer L Holm with 61 checkouts

INT: "Diary of a wimpy kid: the Deep End" by Jeff Kinney with 9 checkouts, "Rowley Jefferson's Awesome Friendly Spooky Stories" by Jeff Kinney with 8 checkouts  
INT: Most checked out author - Jeff Kinney with 64 checkouts, Mary Pope Osborne with 57 checkouts

PIC: "This is a Taco" by Andrew Cangelose with 10 checkouts, "Cow Boy Is Not A Cowboy" by Gregory Barrington with 9 checkouts  
PIC: Most checked out author - James Dean with 53 checkouts, Anna Dewdney with 53 checkouts, Stan Berenstain with 52 checkouts

Language on Pronuciator: Spanish (Mexico) with 6 users, then German, Italian with 1 each

Libby State wide:

Adult Ebook Fiction: "The Four Winds" Kristin Hannah - 1,263 checkouts; "Bridgerton Collection" Julia Quinn - 870 checkouts  
Adult Ebook Nonfiction: "Greenlights" Matthew McConaughey - 263 checkouts, "Caste" Isabel Wilkerson - 212 checkouts  
Juvenile Ebook: "The Deep End" Jeff Kinney - 167 checkouts, "Grime and Punishment" Dav Pilkey - 152 checkouts  
YA Ebook: "Five Total Strangers" Natalie Richards - 685 checkouts, "Midnight Sun" Stephanie Meyer - 451 checkouts

Adult Audiobook Fiction: "The Nightengale" Kristin Hannah - 1,696 checkouts, "The Four Winds" Kristin Hannah - 1075 checkouts  
Adult Audiobook Nonfiction: "Greenlights" Matthew McConaughey - 876 checkouts, "A Promised Land" Barack Obama - 425 checkouts  
Juvenile Audiobook: "Hatchet" Gary Paulsen - 637 checkouts, "The Mysterious Benedict Society" Trenton Stewart - 340 checkouts  
YA Audiobook: "Midnight Sun" Stephanie Meyer - 513 checkouts, "Five Total Strangers" Natalie Richards - 301 checkouts

The fiscal year of 2020-2021 proved to be one of the library's most adaptive and innovative years to date. The library's leading team, Director Heather Headley (4 years in her role), Youth Services Librarian Kim Warner (4 years in her role), and Adult Services Librarian Sharon Carr (2 years in her role), continued to work in rhythm with their staff to provide programming, services, and other opportunities to the community regardless of the current challenges posed by the COVID-19 pandemic.

From October 2020 to May 2021, the library operated under COVID restrictions with a certain amount of limitations. The library shares space with the Community Senior Center, including an entryway and a restroom. WPL made sure to follow the senior center's guidelines to help keep patrons and staff safe, as well as those at higher risk visiting the senior center safe. The library's doors were locked, but services and materials were still accessible to patrons by appointment. Patrons could call the library to set appointments to come in and browse. There was also a doorbell installed outside on the dropbox for those without phone access to get the attention of library staff. This allowed the library to monitor the number of folks entering the building and have a little more control over the social distancing and sanitization. Furniture in the library was also limited to help with sanitizing and social distancing. Masks were recommended upon entry. Items went through a quarantine phase.

During this time, the projects of weeding patron accounts and books took precedence. Patron cards dropped 52% after weeding, at 1,916 total. This will be a much more accurate representation of the current patron population using the library's materials and services, which will equal more accurate statistics for WPL. The library also weeded those signed up to use our computer lab, removing inactive users or those without lab sign-up slips on file. To use the computer lab, patrons must sign in with a librarian rather than signing in themselves as they used to. This update has also helped staff be consistent in verifying registered patrons, as this is an easier method.

Heather and Kim weeded 860 items during this fiscal year. Currently, the library possesses 84,520 items, which is a gain of 8% from last year even with weeding. This increase is due to the fact that this statistic includes the electronic collection, which the library increased its purchase of after the pandemic. At this time, 30,473 of the items are on-shelf, 32,263 are ebooks, and 20,125 are online audiobooks. The library currently houses 3 databases: Libby/OverDrive for digital materials, the language learning app Pronunciator, and the reading challenge and reading tracker app Beanstack. In its lifetime of availability, 752 patrons have used Libby. In the fiscal year, there were 261 users of this app. Beanstack has had 176 individual account creators, not including multiples within a family.

To make up for their inability to provide in-person programming and services during restricted operation, WPL found ways to provide to patrons outside of the library. The library continued with its offered curbside pick-up service, where patrons place materials on hold either via the online catalog or phone call and set up times to pick up their desired materials. The library also offered an email printing service at the address: [wplprintme@gmail.com](mailto:wplprintme@gmail.com), where patrons can email documents to the account to print and pick up when able.

The library offered programming at home via video streamed live on their Facebook account. There was a total of 12 online programs held throughout the year that had 4,620 views on Facebook. Programming online consisted of mainly craft and cooking tutorials and virtual storytimes. Take and make crafts and to-go coloring was also available monthly during this time and was received well by patrons. Take and make's consisted of crafts that coincided with some of our programming videos, less-stress kits, make your own beeswax wraps, and more.

WPL continued to grow its presence online and via social media, especially with the limitations existing due to the pandemic and the need to be innovative and reach patrons virtually. Sharon did extensive clean-up of the library's city webpage. Clutter and outdated information were removed from the site, and communication was more streamlined to be easier to navigate both from a browser and a mobile device. Google Forms now exist on the website to start processes such as Interlibrary Loan, borrowing, book club kits, newspaper research requests, and general questions or suggestions for the library, allowing patrons to complete some of these processes virtually.

The library now has a Flowcode page, which houses links to all social media sites, website, and other quick info. Currently, the library is on Instagram (368 followers, including the main library account and the youth-specific account), Twitter (83 followers), Facebook (1,190 followers), and most recently added TikTok (19 followers). A total of 65 followers were gained on Facebook over the past year. All pages are kept regularly active with the content of various forms, talking about books, advertising the library's services and programs, or updating the public on what's available at the library.

WPL was able to unlock its doors in May of 2021, and in June of 2021, the library began to shift towards pre-pandemic operations with care and some precaution still in place. In May of 2021, the library was honored to be awarded as Most Valuable Patron by the Wayne Area Economic Development Chamber at the 2021 Community in Unity awards ceremony and dinner. The recognition provided boosted confidence in how the library had been operating and presenting itself among the community. WPL was happy to see that efforts to continue to provide as many resources and services as able during the challenges of the pandemic were appreciated.

Summer Reading Program (SRP) 2021 began efforts to resume events and activities, with the theme "Tails and Tales," focusing on animals. WPL continued to utilize Beanstack to offer patrons the SRP Youth and Adult reading challenges, but paper copies of these challenges were also available. 63 youths participated in the summer reading challenge, collectively reading 1,274 books. They could enter to win one of 10 grand prizes, each valued at around \$75. After the challenge, the library launched the Summer Reading Program. 135 youth participants read over 90,000 minutes in 4 weeks during this challenge. The adult SRP challenge had 17 participating readers who read a total of 310 books. 7 completed the program by reading the 15 required books. Adults earned reading incentives such as book-themed buttons and Chamber Bucks.

Examples of youth programming for SRP include storytime and activities in Bressler Park with youth services librarian Kim and special guests Amy Topp, Brandi Kolbeck, and Melissa Heithold. The focus during Kim's programming centered around activities like oobleck challenges and expressive painting, rather than crafting, and feedback on more active programming was positive. Wildlife Encounters led our summer reading program kickoff. They presented exotic wildlife and brought in the animals they talked about to show, such as a baby kangaroo and a skunk. The kickoff program was a hit with patrons of all ages who attended. Adult summer reading programming included a presentation by Rachel Liester of Red Road Herbs on edible herbs you can find in the wild, a Tie-Die Bleaching activity, and a Geocaching 101 program. Attendance to these adult SRP programs was less robust than youth, but with COVID-19 still a worry and hindrance for some, which was not surprising.

By September of 2021, the library had returned to regular programming and operation, with a few exceptions. All furniture has been moved back into the library besides the most high-contact item, the train table. Routine sanitizing procedures are still in place, and all materials at this time are

quarantined for three days before being returned to public use. All regular and special programming and outreach have returned. Two services from the pandemic have been made permanent features at the library: the WPL Print Me email printing service and curbside pick up. Although there hasn't been a ton of use yet, curbside was expanded with the ability for patrons to reserve an outdoor curbside locker, which gives patrons the ability to pick up materials after hours. The hope is this service will be a valuable resource to those unable to get to the library during regular business hours. The library also plans to continue to offer occasional take and make programming, story walks, and sidewalk challenges.

Overall, WPL was satisfied with the total programming numbers for the year, considering the challenges faced. There were 36 in-person early learning programs offered, with 452 patrons participating. For children, 43 in-person programs were provided along with 18 self-directed activities (take and makes, scavenger hunts, challenges, etc.). Toddler Time with Kim and After School Coloring are examples of regular programs that have returned and have been well received. 139 children participated in these programs. For teens, the library offered 5 in-person programs and 3 self-directed activities. There was a total of 34 teens who participated in programs such as zombie doll making and murder mystery packets. For adults, WPL offered 28 in-person programs and 28 self-directed were offered, with 766 having participated. Adults have appreciated the return of their regular programs such as book club, adult coloring, and needle night. Take and makes or to-go activities have continued to be successful with all ages of patrons.

**Service provider's Board of Directors approval is needed for each of the following:**

**1. The submission of the service provider's Detailed Plan of Operation (DPO) & Budget for a new fiscal year.**

A Detailed Plan of Operation (DPO) & Budget for III-B, III-C and/or III-E operations (depending on what services are provided at your site) is prepared in January for the new fiscal year to begin July 1.

This funding application and budget along with its accompanying narratives, projected units of service, outcomes, etc. is prepared and submitted to the area agency office in mid-February.

The service provider's Board of Directors needs to approve the submission of this application. The board meeting minutes must reflect a motion was made, seconded, and a vote taken that indicates the motion carried.

The board minutes may include something similar to the following:

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the submission of the Fiscal Year \_\_\_\_\_ Detailed Plan of Operation & Budget to the Northeast Nebraska Area Agency on Aging. Motion carried.

**2. The acceptance of new fiscal year Service Awards that have been awarded by the Area Agency. The newly issued service awards are the Area Agency's affirmative response to your request for funding.**

Once the funding application has been received by the area agency and been approved for funding, the agency will send the appropriate service award notices to the sub Recipient.

- a) A III-B Service award will be sent for III-B programs
- b) A III-C Nutrition Service award will be sent for III-C(1) and III-C(2) programs
- c) A III-E Service Award will be sent for III-E programs.

The new Fiscal Year service award notices are usually sent in late May or early June.

The service provider's acceptance of these new service awards must be approved by their Board of Directors. Here again, the board minutes must reflect a motion made, a second, and a majority voting to accept the newly awarded service awards.

The various service awards must be signed by the service provider's Board Chairperson, with the appropriate copies returned to the Area Agency office.

The board minutes may include something similar to the following:

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to accept the service awards \* awarded by NENAAA for Fiscal Year \_\_\_\_\_. Motion carried.

*\*NOTE: The motion should include specifically the Sub-awards &/or grant funds that pertain to your center.*

City of Wayne submits herewith the Service Component Plan of Operation for a component of the Northeast Nebraska Area Agency on Aging's Plan and hereby agrees to administer such Detailed Plan of Operation in accordance with the regulations, policies and procedures prescribed by the Administration of Community Living, the Nebraska Health & Human Services – State Unit on Aging, the Area Agency on Aging including, but not necessarily limited to the following conditions and contracts:

1. To ensure that all published material and news releases conspicuously acknowledge the Nebraska Health & Human Services – State Unit on Aging and the Area Agency on Aging's support of this project.
2. To report promptly and accurately to the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested to do so and to supply such data and information as may be requested.
3. To make the financial and program records of the project supported by this award or contract available to representatives of the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested.
4. To ensure that the federal share of this III-B project year shall meet any amount less than \$40,662 but in no case shall the federal share exceed \$40,662 of the total project costs.
5. To ensure that the federal share of this III-C project year shall meet any amount less than \$36,276 but in no case shall the federal share exceed \$36,276 of the total project costs.
6. To ensure that the federal share of this III-E project year shall meet any amount less than \$3,500 but in no case shall the federal share exceed \$3,500 of the total project costs.
7. To have, and to furnish assurance thereof that it has in force, third party blanket liability coverage sufficient to protect it and the Area Agency on Aging in case of accident on the project premises.
8. To comply with Title VI of the Civil Rights Act of 1964, (P.L. 88-352), and the regulations issued pursuant thereto. An assurance of compliance with such regulations (Form AoA-441) is attached.
9. To maintain methods of personnel administration consistent with the State of Nebraska, where applicable and with a written EEO Affirmative Action Manual on file with the Nebraska HHS—State Unit on Aging.
10. To assure that all expenditures incurred by the sponsor will be in accordance with the cost policies of the Nebraska HHS – State Unit on Aging and the Department of Health, Education and Welfare as set forth in Federal Regulations Title 45, Part 74.
11. To operate in accordance with the Older Americans Act of 1965, as amended, and the regulations and instructions issued thereunder.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a known as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal program authorized to verify the work eligibility status of a newly hired employee.

It is understood and agreed by the undersigned that: 1) Funds granted as a result of this request are to be expected for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, procedures and instructions of the Area Agency on Aging, the State, the Nebraska HHS – State Unit on Aging and Administration of Community Living of the U.S. Department of Health & Human Services; 2) Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency on Aging and the State Agency, shall be deemed incorporated into and become a part of this agreement; 3) The attached Assurance of Compliance which the Department of Health & Human Services regulations issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) Funds awarded by the Area Agency on Aging and the Department may be terminated at any time for violations of any terms and requirements of this Agreement.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name (please print) Cale Giese

Title Mayor

III-B / III-C / III-E ASSURANCE OF COMPLIANCE  
With the Department of Health, Education, and Welfare Regulations  
Under Title VI of the Civil Rights Act of 1964

FY 2023

City of Wayne (hereinafter called the "Contractor") **HEREBY AGREES**

**THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance from the Northeast Nebraska Area Agency on Aging, a recipient of federal financial assistance from the Department (hereinafter referred to as "NENAAA"); and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor by NENAAA, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose of which the federal financial assistance is expended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the federal financial assistance is expended to it by NENAAA.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Contractor by NENAAA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that NENAAA or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below who are authorized to sign this assurance on behalf of the Contractor.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name (please print) Cale Giese

Title Mayor

**BOARD OF DIRECTORS REVIEW STATEMENT**

**FY 2023**

The Board of Directors for the City of Wayne has received, reviewed, and approved for submission this Center's Budget Application to the Northeast Nebraska Area Agency on Aging.

**Attach a copy of the minutes of this Board meeting.**

Board of Directors Signatures:

- |          |           |
|----------|-----------|
| 1. _____ | 9. _____  |
| 2. _____ | 10. _____ |
| 3. _____ | 11. _____ |
| 4. _____ | 12. _____ |
| 5. _____ | 13. _____ |
| 6. _____ | 14. _____ |
| 7. _____ | 15. _____ |
| 8. _____ | 16. _____ |

This review and action was made at a \_\_\_\_\_  
(check one)  regular meeting  
 special meeting

\_\_\_\_\_  
City of Wayne  
Senior Center Name

\_\_\_\_\_  
Date of Meeting (Month / Day / Year)

\_\_\_\_\_  
Cale Giese  
Chairman's Name (please print)

\_\_\_\_\_  
Chairman's Signature

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

**ORDINANCE NO. 2022-2**

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.**

BE IT ORDAINED by the Mayor and Council of the City of Wayne, Nebraska:

Section 1. On July 18, 2017, the City of Wayne adopted the “Comprehensive Plan” for the City of Wayne, Nebraska, and then approved the amendments thereto on May 19, 2020, and January 5, 2021.

Section 2. The Planning Commission, upon review of the “Future Land Use Map” of the Comprehensive Plan at their public hearing held on February 7, 2022, recommended approval of amendments thereto, based upon the following “Finding of Fact:”

➤ Staff’s recommendation.

Section 3. The existing “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, is hereby repealed, and the amended “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, of which a copy thereof is attached hereto and incorporated herein by reference, shall now be made a part of said Comprehensive Plan.

Section 4. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## 2022 Proposed Changes to Future Land Use Map

#1 – First Baptist Church and adjoining house

Change from Public/Quasi-Public to Mixed Use Residential/Commercial

#2 – West ½ of block between Main-Logan and 5<sup>th</sup>-6<sup>th</sup> Streets

Change from Commercial to Mixed Use Residential/Commercial

#3 – Cup of Grace

Change from Mixed Use Residential/Commercial to Public/Quasi-Public

#4 – WSC Criminal Justice House

Change from Mixed Use Residential/Commercial to Public/Quasi-Public

#5 – Houses at 1603, 1615, and 1701 Main

Change from Single Family Residential to Parks/Recreation

#6 – Virgil Kardell land by Vintage Hill 3<sup>rd</sup> Addition and houses at 1918, 2002, 2006, 2010, 2100, 2112, 2116, and 2300 Centennial Road

Add to Areas Targeted for Annexation

#7 – Ley property north of Greenwood Cemetery and east ½ of Pick/Meyer property west of Western Ridge II Addition

Add to Areas Targeted for Annexation



Highway 15

E. 21st Street

Claycomb Road

#6

#5

Aspen Street

Lindahl Drive

E. 14th Street

#7

Sunset Drive

Lamond Drive

W. 12th Street

W. 11th Street

W. 10th Street

E. 10th Street

Pheasant Run

W. 7th Street

Shepherd Street

Douglas Street

Lindolph Street

Heat Street

W. 5th Street

Logan Street

E. 9th Street

Providence Road

Angel Avenue

Drive

Central Road

E. 7th Street

#3

#4

W. 4th Street

E. 6th Street

E. 5th Street

E. 4th Street

Jaxon Street

E. 4th Street

#2

W. 3rd Street

#1

E. 3rd Street

W. 2nd Street

E. 2nd Street

W. 1st Street

S. Main Street

2nd Avenue

1st Avenue

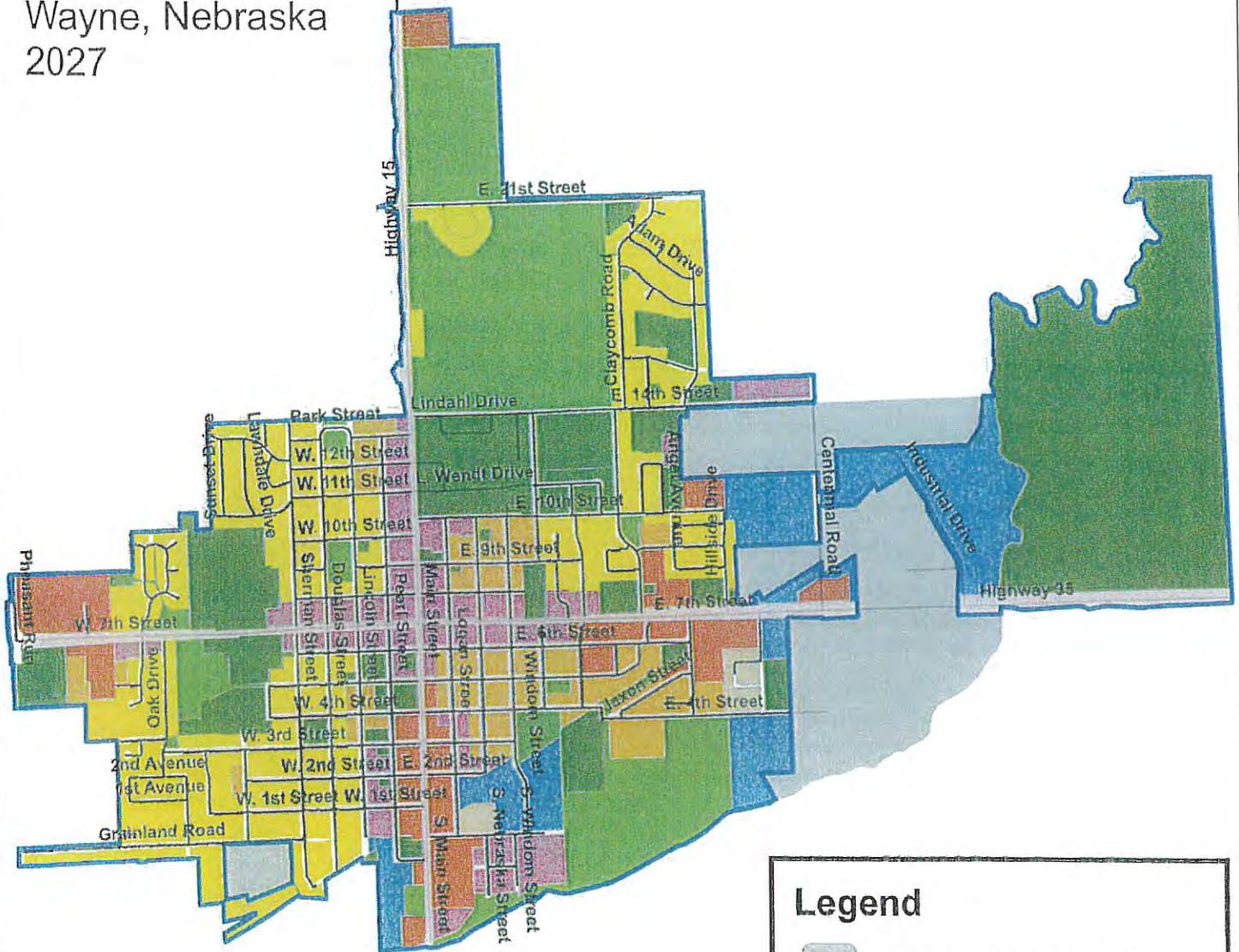
Grainland Road



# FUTURE LAND USE MAP

## CORPORATE LIMITS

Wayne, Nebraska  
2027



### Legend

-  Areas Targeted for Annexation
-  Commercial
-  Highway Corridor
-  Industrial
-  Mixed Use Residential/Commercial
-  Mobile Home Residential
-  Multifamily Residential
-  Parks/Recreation
-  Public/Quasi-Public
-  Single Family Residential

ILLUSTRATION 4.6

# FUTURE LAND USE MAP

TWO-MILE PLANNING JURISDICTION

Wayne, Nebraska

2027

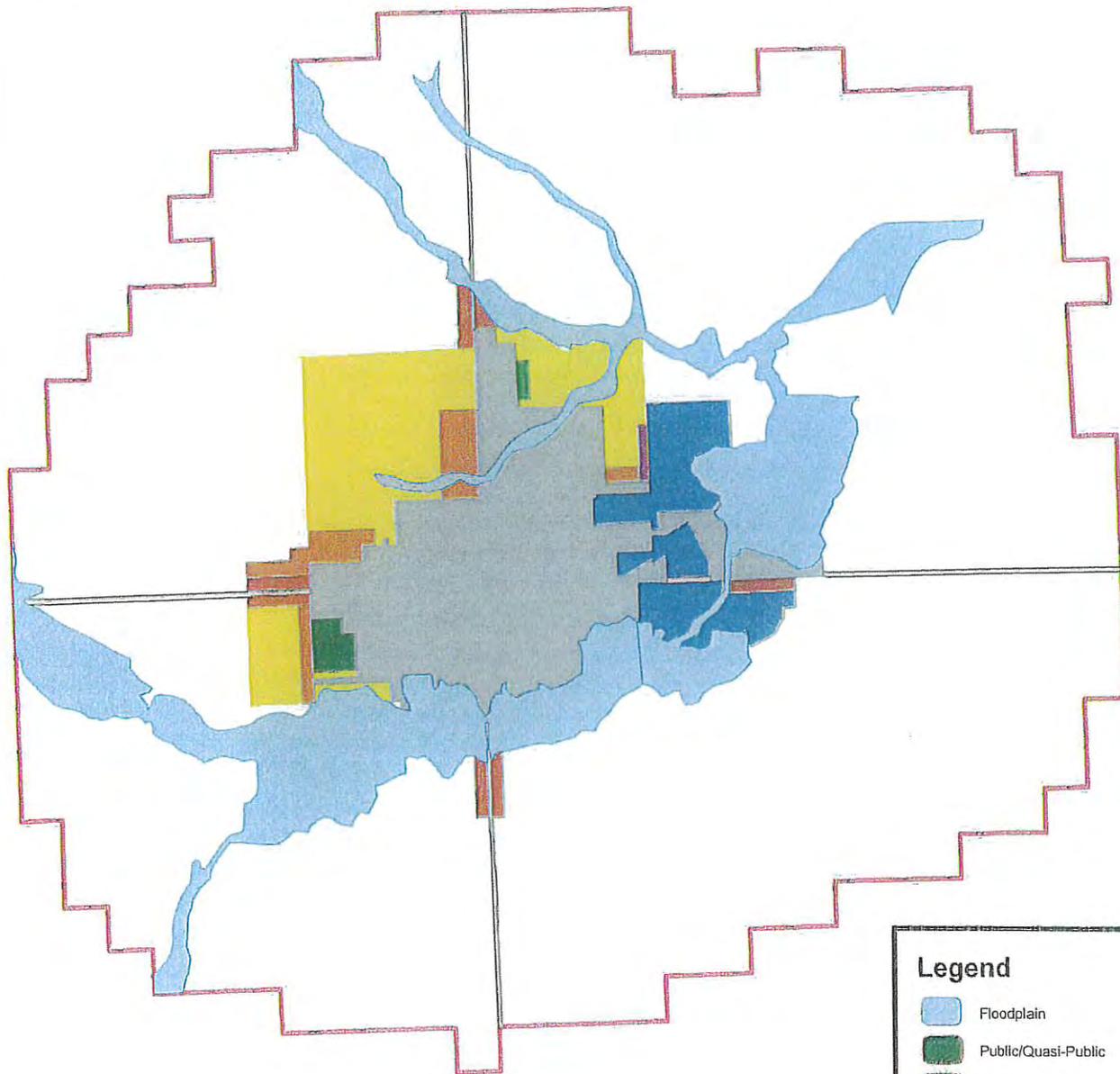


ILLUSTRATION 4.7

**ORDINANCE NO. 2022-3**

**AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF BLOCK EIGHT (8), CRAWFORD & BROWN'S ADDITION, AND THE WEST HALF (W1/2) OF BLOCK TWELVE (12) NORTH ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM B-2 CENTRAL BUSINESS DISTRICT TO B-3 NEIGHBORHOOD COMMERCIAL DISTRICT.**

BE IT ORDAINED by the Mayor and Council of the City of Wayne, Nebraska.

Section 1. That the Planning Commission held a public hearing on February 7, 2022, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the current and future land use maps; and
- Staff's recommendation.

Section 1. That the real estate area shown on the attached map be changed and rezoned from B-2 (Central Business District) to B-3 (Neighborhood Commercial District). The area being rezoned is legally described as:

Block 8, Crawford & Brown's Addition and the W1/2 of Block 12, North Addition to the City of Wayne, Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on February 7, 2022, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the current and future land use maps; and
- Staff's recommendation.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described or as recommended as now in a B-3 (Neighborhood Commercial) zone.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

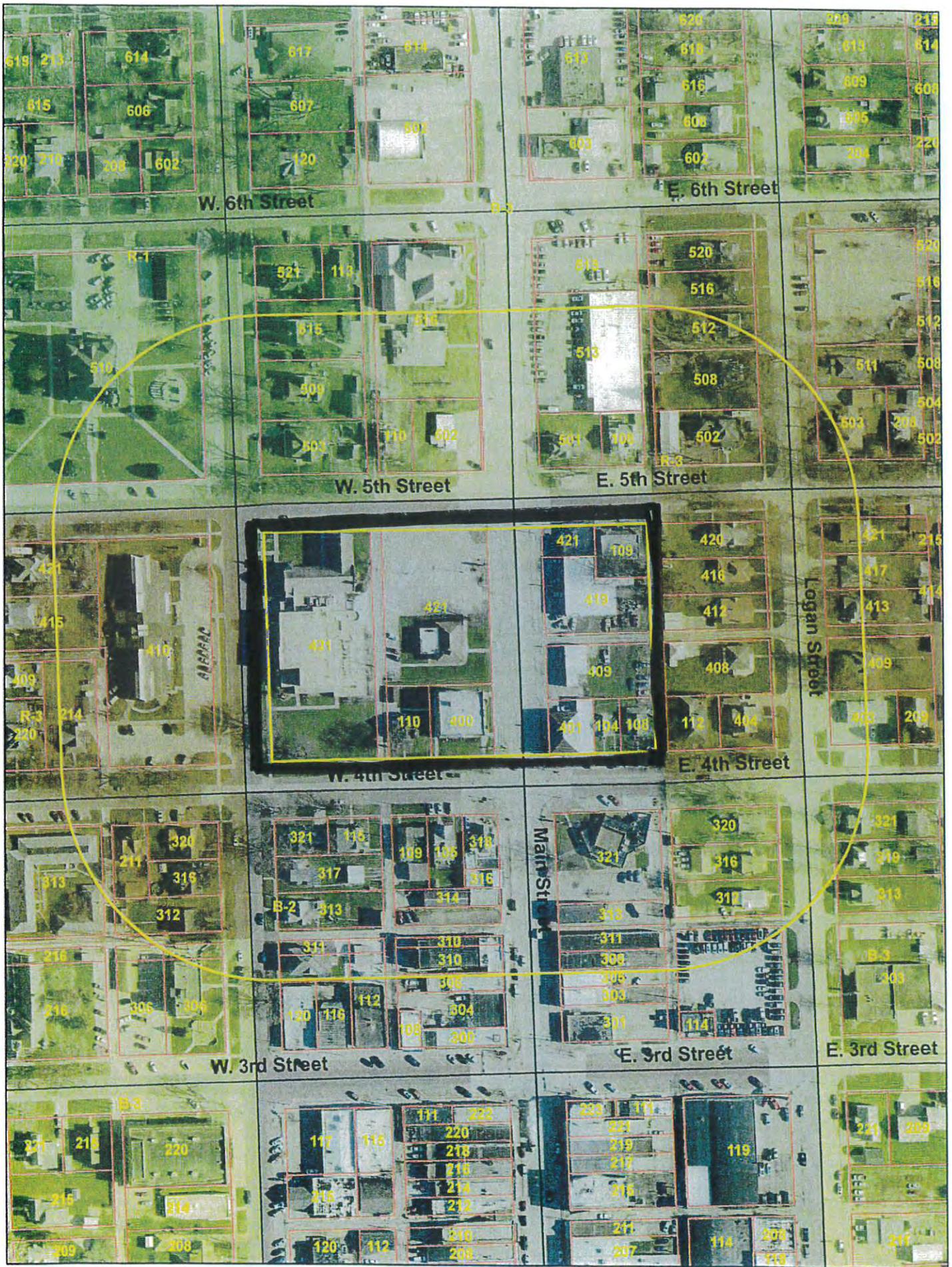
THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

---

City Clerk





REQUEST FOR REZONING PROPERTY

Applicant SANCTUARY APARTMENTS, LLC Date 01-20-22

Address 400 MAIN ST

Legal Description Block 8, Crawford & Brown's Addition West 1/2 of Block 12, North Addition

Rezoning Change From B-2 To B-3

Reason for Rezoning OWNER WISHES TO CONVERT EXISTING CHURCH TO RESIDENTIAL APARTMENTS WITH NO COMMERCIAL TENANT.

Applicant's Signature (Handwritten signature)

\*Does this Request comply with the Future Land Use Map YES X NO

\*\*\*\*\*

Summary of Chapter 152 – Zoning

From time to time changes in the boundaries of the existing Zoning Districts may be made. The changes can be initiated by the City Council, Planning Commission, or by the owner of the property involved in the change. A Request for Rezoing is first submitted to the Planning Commission for consideration and their recommendation is submitted to the City Council for final action. If passed, the zoning change becomes an Ordinance and is recorded n the public records.

Rezoning procedures begin with the property owner submitting an application to the City Planner. This Rezoning Request gives the legal description of the property, the zoning change, and reasons for the rezoning. In addition to the Rezoning Request, a list of property owners with 300 feet of the proposed rezoning must be submitted. The list must include the property owner and a mailing address.

The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property owners are notified of the proposed rezoning along with the School District. A public notice is published in the local newspaper.

The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove the Rezoning Request or return it to the Planning Commission.

\*\*\*\*\*

Date Rezoning Request (Approved/Denied) by Planning Commission February 7, 2022

Date Rezoning Request Approved/Denied by City Council

Current Fee: \$200 per Hearing, Two Hearings Required (Planning Commission & City Council)

306 Pearl Street
Wayne, NE 68787
402.375.1733
cityofwayne.org

**ORDINANCE NO. 2022-4**

**AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.**

BE IT ORDAINED by the Mayor and Council of the City of Wayne, Nebraska:

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

Lot 1, Logan Valley Industrial Park, Wayne County, Nebraska,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The Planning Commission held a public hearing on February 7, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Finding of Fact" being staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Wayne



[Back to Top](#)

**ORDINANCE NO. 2022-5**

**AN ORDINANCE DIRECTING THE SALE OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO R. PERRY CONSTRUCTION, INC.**

BE IT ORDAINED by the Mayor and the Council of the City of Wayne, Nebraska:

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to R. Perry Construction, Inc., a tract of land legally described as:

Lot Three (3), Southeast Addition to the City of Wayne, Wayne County, Nebraska,

for the sum of \$1.00 and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

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

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2022-14**

**A RESOLUTION APPROVING PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE AND R. PERRY CONSTRUCTION, INC.**

WHEREAS, the City of Wayne is desirous of entering into a Purchase Agreement with R. Perry Construction, Inc., to purchase and develop Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, a copy of said Purchase Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Purchase Agreement between R. Perry Construction, Inc., and the City of Wayne, Nebraska, is approved as written, and the Mayor is hereby authorized and directed to execute the said Purchase Agreement on behalf of the City.

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## PURCHASE AGREEMENT

This agreement is made and entered into by and between **The City of Wayne, Nebraska, a municipal corporation**, hereinafter referred to as "Seller," and **R Perry Construction, Inc., an Iowa Corporation**, hereinafter referred to as "Buyer."

Seller and Buyer agree as follows:

1. **Property Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following described property, to-wit:

*Lot 3, Southeast Addition, City of Wayne, Wayne County, Nebraska*

including all fixtures and equipment permanently attached to the property. The only personal property included is: None.

2. **Purchase Price.** Buyer agrees to pay to Seller, as full consideration for the above-described premises, the sum of \$1.00, payable as follows:

\$1.00 to be paid in full at time of closing. All payments are to be made in cash, money order, or certified bank draft.

3. **Title.** Seller shall provide proof of marketable title in fee simple and furnish to Buyer an abstract certified to date or a commitment for title insurance insuring merchantability. In the event that title insurance is used, the cost of such title insurance policy shall be paid by Buyer. Buyer shall be responsible for the cost of any title endorsements or riders required as a condition of Buyer's loan. Buyer agrees that should a valid defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If there are defects that cannot be reasonably corrected within 30 days, this agreement shall be null and void and any earnest money paid upon execution shall be refunded.

4. **Deed.** Seller agrees to convey the property to Buyer, or Buyer's nominee, by warranty deed, free and clear of all liens and encumbrances, special assessments, levied or assessed, except any special assessments resulting from assessments from districts that may be created or ordered constructed subsequent to the date of acceptance of this purchase agreement, and subject to all easements and restrictions of record and any applicable zoning regulations.

5. **Taxes.** Buyer shall pay all real estate taxes up to and including for the calendar year of 2022, as the property is currently tax exempt.

6. **Buyer's Inspection.** This offer is based upon the Buyer's personal inspection or investigation of the premises and not upon any representation or warranty of condition by Seller. Buyer agrees that the property is being sold in its present condition. Seller shall maintain the property until delivery of possession.

7. **Risk of Loss.** This agreement shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property prior to date of closing shall rest with the Seller.

8. **Closing and Possession.** The Parties agree to close the purchase on or before June 1, 2022. Possession of the property shall be given to Buyer at time of closing upon payment of the full purchase price herein.

9. **Liquidated Damages.** If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, utilize such legal remedies as are available to Seller by reason of such failure.

10. **Contingencies.**

a. This agreement is contingent upon Buyer obtaining approval for Tax Increment Financing (TIF) as set out in Buyer's TIF proposal.

b. This agreement is contingent upon Seller's approval, as well as the approval of the Architectural Design Committee, of Seller's building proposal. Said proposal and approval shall be in writing prior to closing.

11. **Right of Reversion.** Buyer intends to construct 144 apartment units with a clubhouse and pool in two phases, with the first phase to consist of 72 apartments with the clubhouse and pool, location on the north approximately 300 feet of the property legally described herein. The second phase shall consist of 72 apartment units located on the south approximately 180 feet of the property legally described herein. The Buyer shall submit detailed building plans for the apartment project to the Seller for approval of each of the two phases. The Buyer shall first construct Phase 1 per the approved plans. Buyer shall execute a Deed of Trust in accordance with *Neb. Rev. Stat. 76-1002(e)*, secured by Buyer's performance according to the approved Phase 1 plans. Said Deed of Trust will be subordinate to Buyer's primary lender. In the event Buyer fails to perform according to the agreed-upon plans, Seller may use any remedy available by law to enforce this agreement and the Deed of Trust. The Seller will release the Deed of Trust by signing and filing a Deed of Reconveyance upon a certificate of occupancy being issued for the Phase 1 apartments.

Upon completion of Phase 1, if Buyer determines there is not a sufficient market to lease an additional 72 apartment units in the area for Phase 2, Buyer shall inform Seller of the same, and the parties shall use reasonable efforts to revise the Phase 2 apartment plan to accommodate a use for the real property designated for Phase 2. In the event Seller and Buyer cannot agree upon a revised Phase 2 plan, then Seller shall have the right to demand Buyer reconvey the Phase 2 undeveloped property to Seller. A right of reversion document setting forth the terms of the reversion shall be recorded against the Phase 2 property at the time of closing. In the event Buyer fails to perform according to the attached proposal, Seller may use any remedy available by law to enforce this agreement and the Right of reversion document. The Seller will release the right of reversion document upon a certificate of occupancy being issued for the Phase 2 project.

12. **Binding Agreement.** This agreement shall be binding upon the heirs, personal

representatives, successors, and assigns of each party.

13. **Original Counterparts.** This agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

\_\_\_\_\_  
Cale Giese, Mayor  
o/b/o The City of Wayne, Nebraska,  
a municipal corporation, Seller

\_\_\_\_\_  
*Roy Perry*  
Roy Perry, President, o/b/o R Perry  
Construction, Inc., an Iowa Corporation, Buyer

\_\_\_\_\_  
Date

2/25/22  
\_\_\_\_\_  
Date

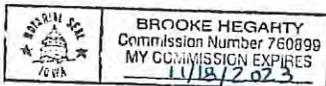
STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF WAYNE    )

SUBSCRIBED and sworn to before me this \_\_\_\_ day of March, 2022, by Cale Giese, Mayor, o/b/o the City of Wayne, Nebraska, a municipal corporation, Seller.

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

STATE OF IOWA    )  
  ) ss.  
COUNTY OF WOODBURY    )

SUBSCRIBED and sworn to before me this 25<sup>th</sup> day of February, 2022, by Roy Perry, o/b/o R Perry Construction, Inc., an Iowa Corporation, Buyer.



*Brooke Hegarty*  
\_\_\_\_\_  
Notary Public



February 21, 2022

Mayor and Council Members  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787

RE: Wayne, Nebraska  
Wayne Aquarius Diffuser Replacement  
JEO Project No. 190287.03

Mayor and Council Members:

On February 17, 2022, the City Clerk received one for the above referenced project. A bid tabulation of the project is enclosed. The engineer's opinion of cost for the project was \$400,000. The bid was for \$389,720. The bid is below the engineer's opinion.

We did try to confer with other prospective bidders because there were five general contractors that took out plans and looked at the project. Only two responded to our requests for information and they indicated the project did not work with their schedule. We understand that since the project received only one bid, that the council may reject the bid or take other action.

Phillip Carkoski Construction and Trenching Inc. is from Loup, NE and has completed at least two projects where I have been the engineer for JEO clients. Both were at wastewater facilities and based on those passed experiences we believe he is more than qualified to complete this work which is less complicated. We recommend approval of the bid for a total of \$389,720 to Phillip Carkoski Construction and Trenching Inc.

If you have any questions or concerns, please feel free to contact me at 402-371-6416.

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman".

Roger S. Protzman, P.E.  
Senior Project Engineer

RSP:skw  
Enclosures

190287.03LTR022122-Award.docx

**RESOLUTION NO. 2022-16**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“2022 AQUARIUS TANK DIFFUSER REPLACEMENT PROJECT.”**

WHEREAS, one bid was received on February 17, 2022, on the “2022 Aquarius Tank Diffuser Replacement Project;” and

WHEREAS, the bid has been reviewed by the City’s Engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “2022 Aquarius Tank Diffuser Replacement Project,” as submitted by the following contractor:

<b><u>Bidder</u></b>	<b><u>Amount</u></b>
Philip Carkoski Construction and Trenching, Inc. 79628 Highway 58 Loup City Ne 68853	\$389,720.00

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**SECTION 00 41 00  
BID FORM FOR CONSTRUCTION CONTRACT**

**PROJECT IDENTIFICATION**

Project Name: 2022 Aquarius Tank Diffuser Replacement  
JEO Project No.: 190287.03

Philip Parkoski Construction Inc.      2-16-22  
Trenching Inc.      DATE

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to:  
**City of Wayne**  
**Attn: Betty McGuire, Clerk**  
**306 Pearl Street**  
**Wayne, NE 68787**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - ~~B. List of Proposed Subcontractors;~~
  - ~~C. List of Proposed Suppliers;~~
  - ~~D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
  - ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
  - ~~F. Required Bidder Qualification Statement with supporting data; and~~

**ARTICLE 3—BASIS OF BID**

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
<b>BASE BID</b>					
1	Mobilization	1	LS	22,500. <sup>00</sup>	\$ 22,500. <sup>00</sup>
2	Bonding and Insurance	1	LS	8,700. <sup>00</sup>	\$ 8,700. <sup>00</sup>
3	Replace Aquarius Tank Diffuser Membranes	1	LS	32,725. <sup>00</sup>	\$ 32,725. <sup>00</sup>
4	Removal of Sludge at the Bottom of Tank	1	LS	247,255. <sup>00</sup>	\$ 247,255. <sup>00</sup>
5	Remove and Reinstall All Necessary Equipment	1	LS	87,540. <sup>00</sup>	\$ 87,540. <sup>00</sup>
<b>TOTAL BASE BID</b>					<b>\$ 389,720.<sup>00</sup></b>

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

~~**ARTICLE 4—BASIS OF BID—COST PLUS FEE**~~

~~Deleted~~

~~**ARTICLE 5—PRICE PLUS TIME BID**~~

~~Deleted~~

**ARTICLE 6—TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Deleted

6.03 Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
NO	NO

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

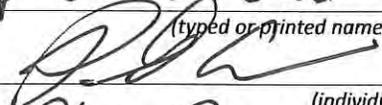
#### 8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Philip Carkoski Construction and Trenching Inc.  
(typed or printed name of organization)

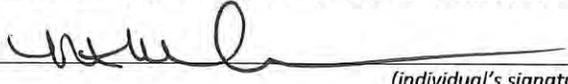
By:   
(individual's signature)

Name: Philip Carkoski  
(typed or printed)

Title: Owner / President  
(typed or printed)

Date: 2-16-22  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:   
(individual's signature)

Name: Melissa M. Carkoski  
(typed or printed)

Title: Secr.  
(typed or printed)

Date: 2-16-22  
(typed or printed)

Address for giving notices: 79628 Hwy 58  
Loup City, Mo. 68853

Bidder's Contact: Name: Philip Carkoski  
(typed or printed)

Title: Owner / President  
(typed or printed)

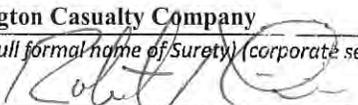
Phone: 308-383-0687

Email: Carkoski Construction@yahoo.com

Address: 79628 Hwy 58  
Loup City, Mo. 68853

Bidder's Contractor License No.: (if applicable) 29011-21

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>Philip Carkoski Construction and Trenching, Inc.</b> Address (principal place of business): 79628 Highway 58 Loup City, NE 68853	<b>Surety</b> Name: <b>Farmington Casualty Company</b> Address (principal place of business): One Tower Square Hartford, CT 06183
<b>Owner</b> Name: <b>City of Wayne</b> Address (principal place of business): 306 Pearl St Wayne, NE 68787	<b>Bid</b> Project (name and location): <b>2022 Aquarius Tank Diffuser Replacement</b>  Bid Due Date: <b>February 17, 2022</b>
<b>Bond</b> Penal Sum: <b>Five Percent of the Amount Bid</b> <span style="float: right;">5%</span> Date of Bond: <b>February 17, 2022</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <b>Philip Carkoski Construction and Trenching, Inc.</b> <small>(Full formal name of Bidder)</small>	<b>Surety</b> <b>Farmington Casualty Company</b> <small>(Full formal name of Surety) (corporate seal)</small>
By:  <small>(Signature)</small>	By:  <small>(Signature) (Attach Power of Attorney)</small>
Name: <b>Philip Carkoski</b> <small>(Printed or typed)</small>	Name: <b>Robert T. Cirone</b> <small>(Printed or typed)</small>
Title: <b>Owner/President</b>	Title: <b>Attorney-in-Fact</b>
Attest:  <small>(Signature)</small>	Attest: <b>Sandra M. Walter</b> <small>(Signature)</small>
Name: <b>Melissa M Carkoski</b> <small>(Printed or typed)</small>	Name: <b>Sandi Walter</b> <small>(Printed or typed)</small>
Title: <b>Secr.</b>	Title: <b>witness</b>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint Seth P Weedin, Jacob J. Buss, Robert T. Cirone, James M. King, and Thomas L. King of Lincoln, Nebraska, its true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this 6th day of May, 2019.



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



[Signature]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Farmington Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Farmington Casualty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this 17th day of February, 2022.



[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**RESOLUTION NO. 2022-17**

**A RESOLUTION APPROVING AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARLSON WEST POVONDRA ARCHITECTS FOR ADDITIONAL SERVICES ON THE “WAYNE COMMUNITY ACTIVITY CENTER CIVIC AND COMMUNITY CENTER FACILITY PLANNING STUDY.”**

WHEREAS, the Wayne City Council previously approved/appointed Carlson West Povondra Architects (CWPA) as the special engineer on the “Wayne Community Activity Center Civic and Community Center Facility Planning Study” on June 16, 2020, for \$18,000; and

WHEREAS, said agreement is being amended to include additional engineering services to perform a new programming, schematic design, and cost estimation of the Wayne Community Activity Center as a result of the City entering into an Interlocal Agreement with Wayne Community Schools to facilitate cooperation and coordination on the planned improvements to the activity center, with the same to be billed on an hourly basis at the hourly rates set therein.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Amendment to the Professional Services Agreement is hereby approved and made a part of the original agreement previously entered into with CWPA on June 16, 2020, for the “Wayne Community Activity Center Civic and Community Center Facility Planning Study Project.”

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Wayne Community Activity Center  
Civic and Community Center Facility  
Planning Study  
Wayne, Nebraska

**AGREEMENT INFORMATION:**  
Date: June 22, 2020

**AMENDMENT INFORMATION:**  
Amendment Number: 1  
Date: February 7, 2022

**OWNER:** *(name and address)*  
City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

**ARCHITECT:** *(name and address)*  
Carlson West Povondra Architects  
5060 Dodge Street  
Omaha, NE 68132  
Telephone: (402) 551-1500

The Owner and Architect amend the Agreement as follows:

CWPA will perform a new programming, schematic design, and cost estimation for the Wayne Community Activity Center. The City of Wayne and Wayne Community Schools have executed an interlocal agreement to facilitate cooperation and coordination on the planned improvements to the activity center. This will allow CWPA to explore an expanded facility that could utilize both city owned property and school owned property. Expanded programming could include a larger gym, additional storage, educational classrooms, fitness classrooms, and expanded parking options.

CWPA Personnel	Hourly Rate
Sr Architect/Principal	\$130
Architect	\$125
Interior Designer	\$110
Construction Administrator	\$110
Architectural Staff	\$90
Administrative/Clerical	\$65

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

CWPA will bill services hourly based on the proposed hourly rate schedule above.

Schedule Adjustment:

### SIGNATURES:

Carlson West Povondra Architects

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

  
SIGNATURE

SIGNATURE

Robert Soukup, AIA; Principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

2/7/2022

DATE

DATE

**RESOLUTION NO. 2022-18**

**A RESOLUTION APPROVING THE “NORTHEAST NEBRASKA 911 REGIONAL INTERLOCAL AGREEMENT” BETWEEN THE CITY OF WAYNE, CITY OF NORFOLK, CITY OF SOUTH SIOUX CITY, CEDAR COUNTY, DAKOTA COUNTY, DIXON COUNTY AND KNOX COUNTY TO SHARE EMERGENCY 911 CALL HANDLING COMPUTER HARDWARE.**

WHEREAS, the City of Wayne wishes to enter into the “Northeast Nebraska 911 Regional Interlocal Agreement” to share emergency 911 call handling computer hardware by and between the Cities of Wayne, Norfolk and South Sioux City, and the Counties of Cedar, Dakota, Dixon and Knox.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the “Northeast Nebraska 911 Regional Interlocal Agreement,” a copy of which is attached hereto and incorporated herein by reference, be approved as written, and the Mayor is authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**NORTHEAST NEBRASKA 911 REGIONAL  
(NE 911)  
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §§ 13-801 to 13-827 as amended, and is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the following parties:

Cedar County, Nebraska, a Political Subdivision of the State of Nebraska;  
Dakota County, Nebraska, a Political Subdivision of the State of Nebraska;  
Dixon County, Nebraska, a Political Subdivision of the State of Nebraska;  
Knox County, Nebraska, a Political Subdivision of the State of Nebraska;  
City of Norfolk, Nebraska, a Municipal Corporation;  
City of South Sioux City, Nebraska, a Municipal Corporation; and  
City of Wayne, Nebraska, a Municipal Corporation;

hereinafter referred to herein as “Members” or “Parties”;

WHEREAS, each Member owns and operates a Public Safety Answering Point (PSAP);  
and

WHEREAS, the collective Members created by this Agreement will be known as  
Northeast Nebraska Regional E911; and

WHEREAS, a Regional Governing Committee (“the Committee”) made up of a  
representative from each Member was established to facilitate the planning and coordination of  
the delivery of emergency communications services including Enhanced 911 (E911) and  
emerging services such as Next Generation 911 (NG911); and

WHEREAS, the Committee has been investigating and evaluating suitable strategies to  
support regional public safety applications and their integration among Public Safety Answering  
Points (PSAPs); and

WHEREAS, the PSAPs require emergency communications services equipment and/or  
significant software upgrades; and

WHEREAS, the Committee has identified financial and/or operational benefits from  
common ownership and management of a shared/hosted (Common) 911 Call Handling System;  
and

WHEREAS, there are opportunities, through shared procurements, to contain aggregate  
costs, enhance PSAP interoperability, improve intra-PSAP and inter-PSAP backup processes,  
and offer best value; and

WHEREAS, the Committee has the expertise to serve as or may assign a committee member to serve as a contract manager and/or fiscal agent, on behalf of the Members, who own and operate the Member PSAPs, and engage in shared procurements; and

WHEREAS, additional benefit and interoperability can be achieved if the Parties would share in the same 911-telephone infrastructure; and

WHEREAS, the Parties also agree that by sharing 911 Call Handling System for phones, a degree of resiliency and redundancy can be achieved for 911 as well a mechanism for cost sharing; and

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations, and

WHEREAS, Host Sites have been designated as:

- a) City of South Sioux City/Dakota County City-County Law Enforcement Center,  
and
- b) Norfolk Police Division.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby undertake, promise, and agree as follows:

## **DEFINITIONS**

**“Common Equipment”** means 911 Call Handling System control equipment provided by Vendor(s), which will be located at two or more Data Centers and will facilitate call processing for local and remote PSAP client workstations.

**“Data Center”** means the specific location(s) housing the Common Equipment. The Data Center(s) may or may not be located on a PSAP premises.

**“Emergency Call Tracking System” (ECaTS)** means a universal 911 call reporting system that provides real-time reporting analytics to the 911 industry.

**“Emergency Services IP Network (ESI Net)”** is a managed internet protocol network used for emergency services communications.

**“Enhanced 911 (E911)”** is a system used in North America to automatically provide the callers location to the Public Safety Answering Point.

**“Equal Voting”** means each Member to the Interlocal Agreement has one vote, and requires a Simple Majority Quorum of the Committee to vote and a majority vote of the Committee members present to adopt a resolution.

**“Equipment Room”** means the location in a PSAP, which houses the local system central processing units, gateways, routers, switches and other peripherals required to allow interoperability between the Common Equipment and the PSAP client workstations.

**“Group Procurement”** shall mean two or more PSAPs making a joint procurement of a Shared/Hosted emergency communications services system.

**“Host Equipment”** means an analog and/or digital equipment system that is located as part of a Public Safety Answering Point usually located within a municipal or county unit of government.

**“Host Site” or “Host”** means a physical location housing Host Equipment to be shared with Remote PSAPs as part of this Agreement.

**“Individual Procurement”** means a PSAP in making an emergency communications services procurement pursuant to this Agreement.

**“Interlocal Agreement” or “Agreement”** means this document and any amendments hereto that establishes and confirms the governance relationship among the Members, powers of Northeast 911 and the duties and authority of the Committee.

**“Member’s Local Equipment Cost”** means the aggregate costs for each Member, including Equipment Room equipment and PSAP Equipment, as represented in the agreements with Vendors. This aggregate cost will include PSAP’s related back-up center costs as determined to be necessary by the participating PSAP organization, where applicable.

**“Next Generation 911 (NG911)”** is a nation-wide, standards-based, all IP emergency communications infrastructure enabling voice and multimedia communication between a 911 caller and the 911 call center.

**“Northeast Nebraska Regional 911 (NE 911)”** is a group of northeast Nebraska political subdivisions who have agreed to operate under this Agreement to provide next generation 911 service in their area.

**“Phased Project”** means the Members will implement services at differing time intervals as determined by the Members and the Vendor(s).

**“PSAP Equipment”** means client workstation monitors, dispatch area central processing units, and other peripherals of the PSAPs that are required under the agreement with the Vendor to facilitate the processing of 911 calls routed from the Common Equipment.

**“Public Safety Answering Point (PSAP)”** means a communication facility operated on a 24-hour basis, which first receives 911 calls from persons in a 911-service area and which may, as appropriate, directly dispatch public safety services or extend, transfer, or relay 911 calls to appropriate public safety agencies.

**“Regional Governing Committee”** means the organized representatives or designees of the Members to this Agreement and hereinafter referred to as “the Committee.”

**“Remote Site”** means all PSAP that are members of this Agreement that have not been designated as a Host.

**“Shared/Hosted System”** or **“System”** means a 911 Call Handling System that has Common Equipment at one or more Data Centers providing shared call distribution services to remote client workstations at PSAPs.

**“Simple Majority Quorum”** means a majority of all Committee members.

**“Vendor”** or **“Vendors”** means equipment, software, license, and/or service provider(s) for procurement of products or services, including maintenance services.

**“Wide Area Network (WAN)”** means the data connectivity media and equipment (including fiber, copper, and other suitable transport modes) which delivers information between and among the Data Centers and Equipment Rooms.

## **PURPOSE AND POWERS**

The purpose of this Agreement is to provide guidance for the cooperative and coordinated procurement, construction, implementation, operation, and maintenance of emergency communications services and to provide for the inclusion of other PSAPs in the future. This Agreement is also intended to carry out the duties assigned to PSAPs by the State of Nebraska, The Nebraska Public Service Commission, and Local Governing Bodies responsible for the financing, administration and operation of 911 service. The Committee created by this Agreement shall both advise local governing bodies and implement/carry out all duties for the provision and administration of 911 service within the geographic boundaries of its member areas. No Member of this Agreement shall be conveyed any authority beyond their existing day-to-day duties by becoming a member of this Agreement.

## **ROLES AND RESPONSIBILITIES OF REGIONAL GOVERNING COMMITTEE**

The Committee, consisting of one representative designated by each Member’s governing body, or that person’s designee, shall meet semi-annually and at such times as deemed necessary by the Committee Chairperson or a call for a meeting by 1/3 or more of the Members.

Each Member may designate one or more alternates or designees. Each Member shall provide a resolution or appropriate letter, which identifies the representative and designees, by title or name, and authorizes their participation in the Committee. The representative and/or designee must be a person familiar with the Member’s PSAP operations.

The Committee duties shall include, but not be limited to:

1. Selecting a Chairperson, Vice-Chairperson and Secretary. Each position will be voted on by the Committee for a two-year term.
  - a. The Chairperson shall oversee meetings and activities of the Committee.
  - b. The Vice-Chairperson shall serve as meeting chair during the absence of the Chairperson. The Vice-Chairperson shall perform other duties as assigned by the Chairperson.
  - c. The Secretary shall keep all records of meetings and actions or decisions of the Committee. These duties shall include notification as required; and other record keeping duties as needed to facilitate the duties of the joint entity. The Secretary shall record and distribute the minutes of all joint entity meetings.
  - d. The following order of succession shall be utilized: If the Chairperson is unavailable, the Vice-Chairperson shall assume the duties of the Chairperson. If the Vice-Chairperson is unavailable, the Secretary shall assume the duties of Vice-Chairperson.
2. Drafting and implementing such bylaws or other internal operation policies and procedures as may be deemed appropriate.
3. Following implementation of the 911 Call Handling System, the Committee shall be responsible for developing plans for implementation of future System moves, expansions, upgrades, additions, and changes.
4. Following implementation of the Wide Area Network connectivity, the Committee shall be responsible for developing plans for implementation of future WAN moves, expansions, upgrades, additions and changes.
5. Following implementation of the Data Center, the Committee shall be responsible for developing plans for implementation of future usage, moves, expansions, additions, and changes.

The Committee shall comply with the Nebraska County Purchasing Act and shall approve no contract or incur any financial obligation requiring funding without first determining that all Members have secured sufficient funding to pay for the contract or financial obligation from their respective governing boards.

### **SHARING OF 911 INFRASTRUCTURE**

For the Sharing of the 911 Infrastructure, it is the intent that Members will:

1. Identify backup telephone numbers that the 911 calls could be routed to in the event of failure.
2. Participate in the northeast regional configuration to create redundancy.

3. Share in the annual maintenance costs of the shared Host Specific equipment serving the regional system by dividing those costs by the total number of Members in the Agreement. Maintenance costs for Host specific equipment shall be presented to the group thirty (30) days prior to the due date. Any required host specific equipment maintenance or upgrades will be done under the contract that the Host Sites have with the communications Vendor. Hosts will then invoice the participants for their portion according to this section.
4. Provide for the maintenance costs of their workstations and any unique interface costs as well as the costs of third party mapping software.

For the Host Equipment Infrastructure it is the intent of the Parties that the approved Host Site entities will:

1. Configure the shared Host Equipment to allow for the operation of the remote equipment utilized by the Parties to this Agreement.
2. Configure the Host Equipment so that, in the event of a loss of connectivity with remote site or sites, calls can be immediately answered in one of the other remote sites as well as locally on administrative lines. Such configuration shall be specified by each individual Member agency.
3. Ensure that redundancy is configured so that there should not be a loss of service in the event that the Host Equipment is rendered unusable or is off line for maintenance.
4. Perform any Host Equipment maintenance upgrades under the contract that Host Site has with the selected Vendor. Host Members will then invoice Remote User Members for their portion of the costs in accordance with this agreement.

## **COSTS**

For the purpose of funding 911 both at the individual PSAP level and at the NE Regional 911 level, it is necessary to define or categorize the associated costs and determine responsibility. The following categories of costs shall be divided into Host Cost, Remote Cost, and Individual PSAP cost.

1. **INDIVIDUAL COST** – These costs are defined as expenses reasonable and necessary for the day-to-day operation of a PSAP and shall include such things as staffing, utilities, furniture, internet/email costs, IT support for daily operations, and all other expenditures as defined in Nebraska Revised Statute §86-435. It shall be the individual PSAP's responsibility to document and demonstrate compliance with such statute and prevent 911 fund diversion. Each individual PSAP shall be responsible for any reconfiguration costs incurred by the members as a result of the addition, deletion or reconfiguration of equipment at their PSAP that requires reconfiguration of the Host/remote Equipment.

Each individual PSAP shall be responsible for procurement and payment of anything deemed an individual PSAP cost. Any cost in question may be reviewed by the Committee at the request of a PSAP and the determination of the Committee as recorded in the minutes after discussion and roll call vote on the matter shall be final.

2. REMOTE COST – These costs are generally defined as the cost associated with being a remote PSAP, served by a geographic Host Site as outlined in this Agreement. These costs shall include installation, operation and maintenance of approved call handling equipment, remote to host fiber network costs, related trunking/telco costs for transport of calls from the PSAP geographical service area to the host, and GIS data/software necessary for participation with the host/remote configuration utilized by the PSAP of this joint entity.
3. HOST COST - Costs to be shared jointly between the Host and Remote Sites shall be the required trunking or fiber connection between the two Host Sites.

Each PSAP that is a member of this Agreement shall share in the cost of the equipment required to establish the two hosts within the region, in addition to all hardware warranties and support costs necessary for the proper operation and upkeep of the Host Equipment imposed by the Vendor.

BILLING – The Members shall be billed by each Host for their portion of the Host monthly recurring costs. Each Member shall be billed by each Host for their agreed-upon share of the capital cost for the purchase and installation (non-recurring costs) incurred by each Host at the implementation of the regional E911/NG911. Each Host agrees to keep accurate records and submit invoices along with copies of all supporting documentation each month.

PAYMENT – Each Member agrees to submit the invoice presented by the Hosts to their respective governing body for payment in accordance with their regular claims process as soon as possible upon receipt of an invoice from the Host.

DEFAULT/WITHHOLDING PAYMENTS – No Member shall be permitted to default upon any proper payment due the Host. Default shall be considered 90 days after the invoice date. No Member may withhold payment to a Host because of a perceived technical issue or ongoing dispute. If the Chairperson of the Committee is formally notified that the Governing body of a PSAP is in default for non-payment, and the Parties are unable to reach an agreement for payment, the Committee may contact the Nebraska Public Service Commission for assistance and the Host may take legal action against the defaulting entity.

PROCUREMENT – Each Member shall procure its own back-up and disaster recovery strategy, hardware, software, licenses, support, and services to include any telephone/ network services required. Such PSAP shall have the Vendor bill them directly. No PSAP shall make a purchase on behalf of the Members that would encumber the Members financially without a vote of the Members at a formal meeting authorizing such a purchase. Nothing in this Agreement shall prevent the Committee from collectively negotiating with Vendors as one unified body to obtain favorable pricing for goods/services utilized by each PSAP within the region.

FISCAL AGENT – In the event a funding model would change and funding would be available to the Northeast Nebraska Regional 911 as a whole rather than individual PSAPs, the Committee may appoint a Government entity (member PSAP) as fiscal agent and appoint a treasurer from the same entity upon approval from the Governing Body selected. The Committee would modify this Agreement as necessary to add the office of Treasurer at such a time as becomes necessary.

### **MAPPING SYSTEM AND GIS DATA**

All parties to this Agreement are expected to maintain at their own expense a mapping system and GIS data that is technically compatible with the regional equipment and that meets current National Emergency Number Association (NENA) standards. Members shall be responsible for all costs related to their mapping systems and GIS data maintenance. Members shall cause their GIS data to be submitted for aggregation into the regional and State data set. Members will be responsible for all expenses related to data aggregation for their respective jurisdiction.

### **NO SEPARATE ENTITY**

This Interlocal Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act. For the purposes of this Agreement, the Committee shall be considered the administrator of this Agreement pursuant to Nebraska Revised Statute § 13-801 et seq.

### **ANCILLARY AGREEMENTS TO THIS INTERLOCAL AGREEMENT**

There may be written Ancillary Agreements to this Interlocal Agreement that represent group procurements of PSAP equipment, hardware, software, licenses, and/or other related services between Members and/or Vendors or may represent other agreements related to this Agreement, but are not a part of this Interlocal Agreement.

Each Ancillary Agreement shall include the Members making the procurement or agreement.

Each Ancillary Agreement shall include additional terms and conditions as well as cost allocations between the Members and ongoing maintenance related to the equipment and/or services being procured and shall not be an obligation of any Member not a party to such Ancillary Agreement.

This Interlocal Agreement shall not be amended or altered by any Ancillary Agreements, but rather such agreements shall be only supplementary in nature.

The Members are prohibited from entering into Ancillary Agreements that conflict with the intent of this Interlocal Agreement, or attempting to bind NE 911 or Members not participating in the Ancillary Agreement. If any Member shall enter into an Ancillary Agreement that conflicts with this Interlocal Agreement, this Interlocal Agreement shall be binding.

### **TAXATION**

As a result of this Agreement, no tax authorized under Nebraska Revised Statutes §§13-318 to 13-326 or §§13-2813 to 13-2816 shall be levied or collected.

### **PROPERTY**

The Northeast Nebraska Regional E911 will not own any property as a result of this Agreement.

### **TERM**

This Agreement shall take effect upon execution by all Members, and shall continue in perpetuity unless dissolved or terminated by a two-thirds (2/3) majority vote of all Members, a final court order requiring dissolution or termination, or applicable law.

If a two-thirds (2/3) majority of the Committee elects to dissolve or terminate this Interlocal Agreement, this Agreement will terminate upon payment of all outstanding or anticipated obligations of any kind and the sale of the Common Equipment, if not previously sold to pay obligations or liabilities. The Committee Chairperson shall be authorized to assist the Members in finalizing the business of the Members herein, including terminating related agreements entered into pursuant to this Interlocal Agreement. The Chairperson shall offer the Common Equipment to the Members for purchase at fair market value. If one or more Members desire to purchase the Common Equipment, then the Chairperson shall negotiate a sale of part or all of the Common Equipment to one or more Members, subject to approval by the Committee. If negotiations are unsuccessful, or if no Members express any interest in buying the Common Equipment, or if the sale is not approved by the Committee, then the Chairperson shall sell the remaining Common Equipment as directed by the Committee. All such sales shall be at fair market value. Following dissolution or termination procedures herein, each Member shall receive funds remaining after finalizing the affairs of the joint entity equal to their contributed percentage. Such payment shall be made in a reasonable time following completion of the dissolution or other termination. This section shall survive dissolution or other termination.

### **INDIVIDUAL MEMBER WITHDRAWAL AND TERMINATION**

Members may withdraw from this Agreement by giving no less than sixty (60) days' notice to the Chairperson. No withdrawing Member shall be entitled to any distribution of property or money proceeds from this Agreement. Each Member shall retain rights to dispose of any equipment owned by the respective PSAP, separate and apart from this Agreement.

Any rights to the Common Equipment purchased pursuant to this Agreement shall be forfeited upon the Member's termination.

Any Member may be removed from further participation in this Agreement and membership in the joint entity upon affirmative vote of a two-thirds (2/3) majority of the Committee.

### **ADDITIONAL MEMBERS**

Additional PSAP owners may become Members upon approval by a Simple Majority Quorum. The costs for the remaining portion of any current regional contracts will be prorated, plus any installation fees or reconfiguration fees. After current contracts are renewed, the new Member will share equally in the "regional costs" that are divided among all Members. The Members agree that new member payments and financial commitments will not occur until new member's equipment and service is activated.

### **COOPERATION**

The Members will cooperate and use reasonable efforts to ensure that the various provisions of this Agreement are fulfilled. The Members agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

### **INDEPENDENT ENTITIES**

Each Member and their Committee representative is, and shall remain, an independent entity with respect to all products and services acquired or performed under this Agreement. Each Member shall select the means, method, and manner of performing their respective roles herein. Each Member represents that it has or will secure at its own expense all personnel and applicable insurance required in performing their respective services under this Agreement. All personnel of any Member or other contractors or agents performing services for any Member shall not be considered an employee of the Agreement or any Member other than the Member employing such employee, contractor, or agent. Any and all claims that may or might arise under the Unemployment Insurance Act, or any other applicable Federal or State law, rule, or regulation on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against any Member or Committee representative, its officers, agents, contractors, or employees shall in no way be the responsibility of any other Member. The Members do not waive their governmental immunity by entering into

this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

### **SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent with the terms of this Agreement or that would cause one or more Parties to be in violation of the law or regulation, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

### **THIRD PARTY RIGHTS**

This Agreement does not create any third-party rights for those who are not a Party to this Agreement.

### **ASSIGNMENT**

This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, nor may any of the duties and responsibilities be assigned or transferred, whether voluntarily or by operation of law, without prior written consent of the non-assigning Parties.

### **AMENDMENT**

This Agreement may be amended only by a written, signed and dated agreement of all Parties to the Agreement, except for any Parties that have withdrawn or been terminated from such Agreement in accordance with the section of this Agreement entitled “**TERM**”. In the event of an amendment to this Agreement, any unamend or unaltered sections of this Agreement shall remain in full force and effect.

### **BINDING EFFECT**

This Agreement shall be binding upon the successors and assigns of the Parties hereto.

### **INDEMNIFICATION**

Each Party will indemnify, defend and hold harmless all other Parties from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

### **HEADINGS**

The headings used in this Agreement are for convenience and are not used in the construction of this Agreement.

### **JOINT WORK PRODUCT**

This Agreement is the joint work product of all Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party due to document preparation.

### **AUTHORIZED REPRESENTATIVES AND NOTICE**

Each signatory entity to this Agreement, shall appoint a minimum of one representative that is able to make decisions and represent its interests to this group.

The following representatives for each Member are available as a point of contact for any inquiries related to the performance of this Agreement. The Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and thereafter, the following shall be the authorized points of contact of the Parties for the purpose of serving notice under this Agreement:

1. For Cedar County, Nebraska:

Cedar County Sheriff  
P.O. Box 415  
Hartington, NE 68739

2. For Dakota County/City of South Sioux City (City-County Law Enforcement Center):

LEC Co-Director South Sioux City Chief of Police  
LEC Co-Director Dakota County Sheriff

City-County LEC  
701 W 29<sup>th</sup> Street  
South Sioux City, NE 68776

3. For Dixon County, Nebraska:

Dixon County Sheriff  
P.O. Box 900  
Ponca, NE 68770

4. For Knox County, Nebraska:

Knox County Sheriff  
P.O. Box 142  
206 Main Street  
Center, NE 68724

5. For City of Norfolk, Nebraska

Chief of Police  
City of Norfolk Police Division  
202 N 7<sup>th</sup> St  
Norfolk, NE 68701

6. For City of Wayne, Nebraska

Chief of Police  
Wayne Police Department  
306 Pearl Street  
Wayne, NE 68787-0008

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

### **CONFIDENTIALITY**

Each Party will take reasonable precautions to protect the other Parties' Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information, which shall not be less than reasonable care. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent. In addition and notwithstanding any provision to the contrary, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the

receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving Party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing Party or (vi) receiving Party may disclose information as necessary to comply with state public records laws. The receiving Party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving Party gives the disclosing Party reasonable prior written notice so that the disclosing Party may contest such disclosure.

**PUBLIC BENEFITS - NEB.REV.STAT. §§4-108- 113**

No Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 4-113.

IN WITNESS WHEREOF, the parties hereto set their hands to this Agreement upon the day and year hereinafter indicated.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CEDAR COUNTY, NEBRASKA,  
A Political Subdivision of the State of  
Nebraska

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Chairperson of the Board of County  
Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DAKOTA COUNTY, NEBRASKA,  
A Political Subdivision of the State of  
Nebraska

ATTEST:

\_\_\_\_\_  
Joan Spencer, County Clerk

By \_\_\_\_\_  
Janet Gill, Chairperson of the Board of  
County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

DIXON COUNTY, NEBRASKA,  
A Political Subdivision of the State of  
Nebraska

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Chairperson of the Board of County  
Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
County Attorney or Deputy County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

KNOX COUNTY, NEBRASKA,  
A Political Subdivision of the State of  
Nebraska

ATTEST:

\_\_\_\_\_

County Clerk

By \_\_\_\_\_  
Printed Name:

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

Chairperson of the Board of County  
Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

Printed Name: \_\_\_\_\_  
County Attorney or Deputy County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SOUTH SIOUX CITY,  
NEBRASKA, A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Nanci Walsh, City Clerk

By \_\_\_\_\_  
Rod Koch, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
City Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF WAYNE, NEBRASKA,  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Betty A. McGuire, City Clerk

By \_\_\_\_\_  
Cale Giese, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy K. Miller, City Attorney

**RESOLUTION NO. 2022-19**

**A RESOLUTION APPOINTING THE WAYNE CHIEF OF POLICE TO REPRESENT AND MAKE DECISIONS ON THE NORTHEAST NEBRASKA REGIONAL E911 COMMITTEE.**

WHEREAS, on March 1, 2022, the City of Wayne, Nebraska, approved an Interlocal Agreement by and among Cedar County, Nebraska; Dakota County, Nebraska; Dixon County, Nebraska; Knox County, Nebraska; City of Norfolk, Nebraska; City of South Sioux City, Nebraska; and City of Wayne, Nebraska to share emergency 911 call handling computer hardware and to be known as Northeast Nebraska Regional E911; and

WHEREAS, said Interlocal Agreement requires the governing entity of each party to the Agreement to appoint a minimum of one representative to represent them on the Northeast Nebraska Regional E911 Committee.

NOW, THEREFORE, in consideration of the foregoing recitals, the Mayor and City Council of the City of Wayne, Nebraska, hereby adopt the following Resolution:

BE IT RESOLVED by the Mayor and City Council of the City of Wayne that the following individual is hereby appointed to serve as the representative and make decisions for the City of Wayne on the Northeast Nebraska Regional E911 Committee:

Chief of Police

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[Back to Top](#)

**RESOLUTION NO. 2022-20**

**A RESOLUTION AUTHORIZING THE SALE OF  
OF THE CITY OF WAYNE,  
WAYNE COUNTY, NEBRASKA, TO THE WAYNE COMMUNITY REDEVELOPMENT  
AUTHORITY.**

**WHEREAS**, the City of Wayne is the owner of the following described property, to-wit:

**WHEREAS**, there are no current delinquent real estate taxes or special assessments payable to Wayne County, Nebraska.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Clerk is directed to prepare an ordinance directing the sale of a tract of land legally described as follows:

to the Wayne Community Redevelopment Authority for the sum of \$1.00 and other valuable consideration.

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2022-6**

**AN ORDINANCE DIRECTING THE SALE OF  
OF THE CITY OF  
WAYNE, WAYNE COUNTY, NEBRASKA, TO THE WAYNE COMMUNITY  
REDEVELOPMENT AUTHORITY.**

BE IT ORDAINED by the Mayor and the Council of the City of Wayne, Nebraska:

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to the Wayne Community Redevelopment Authority a tract of land legally described as:

for the sum of \$1.00 and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

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

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2022-21**

**A RESOLUTION APPROVING THE WAYNE, NEBRASKA, COMMUNITY HOUSING STUDY WITH STRATEGIES FOR AFFORDABLE HOUSING.**

WHEREAS, the firm of Hanna:Keelan Associates, P.C., was hired by the City of Wayne to conduct and prepare a housing study for the City of Wayne; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Wayne, Nebraska, Community Housing Study with Strategies for Affordable Housing, a copy of which is attached hereto and marked Exhibit "A," is hereby approved.

PASSED AND APPROVED this 1<sup>st</sup> day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk