

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
August 6, 2024**

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 – July 16, 2024 and July 30, 2024](#)
4. [Approval of Claims](#)
5. [Action on the request of “Friends of the Library” to waive the rental fee for the Freedom Park Shelter House for a fundraiser to be held on Sunday, August 11th — Heather Headley, Library Director](#)
6. [Action on Certificate of Payment No. 1 in the amount of \\$163,305.00 to TR Harris for the “Prairie Park Lake Amenities’ Project” – Matthew Smith, Olsson](#)

Background: This is for work completed and approved by the project engineer.

7. [Action on Application and Certificate of Payment No. 9 in the amount of \\$206,919.00 to Otte Construction Company, LLC, for the “Wayne City Hall & Police Relocation Project” – Carlson West Povondra Architects](#)

Background: This is for work completed and approved by the project engineer.

8. [Action on Contractor’s Application for Payment No. 4 \(Final\) in the amount of \\$23,826.57 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project” – Roger Protzman, JEO Consulting Group, Inc.](#)

Background: This is for work completed and approved by the project engineer.

9. [Action to approve Certificate of Substantial Completion of Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project” – Roger Protzman, JEO Consulting Group, Inc.](#)
10. [Resolution 2024-35: Authorizing the allocation of property taxes to the Wayne Airport Authority - \\$83,787 \(last year - \\$79,044\)](#)

11. [Resolution 2024-36: Authorizing the allocation of property taxes to the Wayne Community Redevelopment Authority – 2.6 cents per \\$100.00 of the taxable value of real property within the City of Wayne](#)

Background: The Community Redevelopment Authority has met and reviewed their proposed budget for the 2024/2025 fiscal year and is requesting that the Council approve a 2.6 cent levy that is made available to the Authority by State Statute.

12. [Resolution 2024-37: Authorizing the signing of the Municipal Annual Certification of Program Compliance Form 2023 – Nebraska Board of Public Roads Classifications and Standards](#)

Background: This Municipal Annual Certification of Program Compliance Form 2024 and Resolution replaces the annual filing of the One and Six Year Plan or Program and the former standardized system of annual report with the Nebraska Board of Public Roads Classification and Standards. This must be adopted and returned to the NDOT by October 31, 2024.

13. [Resolution 2024-38: Accepting Bid and Awarding Contract on a 69 kV Circuit Switcher](#)

Background: One bid was received on this circuit switcher — WESCO for \$123,235.00. DGR, the engineer on this project, is recommending acceptance of the same.

14. [Resolution 2024-39: Amending Sidewalk Cost-Share Policy pertaining to sidewalk repair, replacement and construction](#)

Background: This will update our existing cost-share rate for residential and commercial sidewalk replacement to more closely match 50% of current prices/bids we are seeing on contract projects. New construction sidewalks are not eligible.

This amendment will increase the reimbursement rate from \$3 per sq. ft. to \$5 per sq. ft.

15. [Resolution 2024-40: Amending and Approving Interlocal Agreement to share law enforcement resources between the City of Wayne and the Wayne Community School Board of Education 90-0017](#)

Background: This amendment will increase the hours from 15 – 21 per week.

16. [Resolution 2024-41: Approving Interlocal Cooperation Agreement between the City of Wayne and the Lower Elkhorn Natural Resources District for the “Prairie Park Project”](#)

Background: This Resolution will approve the agreement with LENRD in regard to funding up to \$150,000 for the Prairie Park Project.

17. Budget Work Session

18. Adjourn

**MINUTES
CITY COUNCIL MEETING
July 16, 2024**

The Wayne City Council met in regular session at City Hall on July 16, 2024, 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 Austyn Houser, Terri Buck, Nick Muir, Brittany Webber, Clayton Bratcher, Jason Karsky, Matt Eischeid and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller.

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 Brodersen made a motion, which was seconded by Councilmember Eischeid, to approve the minutes of the meeting of July 2, 2024, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

APPROVED 7/2/24: OTTE CONSTRUCTION COMPANY, SE, 370281.00
VARIOUS FUNDS: ASSOCIATION FOR RURAL & SMALL LIBRARIES, FE, 50.00; AUTO ANATOMY ALTERNATIVES, SE, 294.44; BAKER & TAYLOR BOOKS, SU, 779.30; BARTLETT, TERESA L, RE, 500.00; CERTIFIED TESTING SERVICES, SE, 932.25; CITY EMPLOYEE, RE, 1986.62; CITY EMPLOYEE, RE, 169.61; CITY EMPLOYEE, RE, 359.00; CITY OF NORFOLK, SE, 149.12; CITY

OF WAYNE, RE, 612.49; COTTONWOOD WIND PROJECT, SE, 15388.03; CUSTOM SPORTS, SU, 56.00; DEARBORN LIFE INSURANCE COMPANY, SE, 3313.34; DEMCO, SU, 300.76; EAKES OFFICE PLUS, SE, 1491.16; FAITH REGIONAL PHYSICIAN SERV, SE, 40.00; FIRST CONCORD GROUP, SE, 110.00; HILAND DAIRY, SU, 255.82; INGRAM LIBRARY SERVICES, SU, 71.40; IRS-DEPT OF TREASURY, SE, 135.00; JOHNSON FITNESS & WELLNESS, SE, 152.62; JORGENSEN CONCRETE & CONSTRUCTION, SE, 2400.00; KTCH, SE, 368.00; LUTT OIL, SU, 7351.69; MAIN STREET GARAGE, SU, 531.67; MERCHANT JOB TRAINING, SU, 650.00; MIDWEST LABORATORIES, SE, 217.57; NDEE-FISCAL SERVICES, FE, 150.00; NE DEPT OF REVENUE-CHARITABLE GAMING DIV, TX, 1595.00; NPPD, SE, 8827.44; NORFOLK TRANSMISSION, SE, 212.87; NORTHEAST NE INS AGENCY, SE, -144541.00; NORTHEAST NE INS AGENCY, SE, 134875.00; NORTHEAST TIRE SERVICE, SE, 95.00; OCLC, SE, 586.56; O'REILLY AUTOMOTIVE STORES, SU, 280.83; OVERDRIVE, SU, 1375.73; PAC N SAVE, SU, 64.22; PEPSI COLA OF SIOUXLAND, SU, 90.60; PREMIER BIOTECH, SE, -216.54; PREMIER BIOTECH, SE, 216.54; PREMIER BIOTECH, SE, 199.36; RODRIGUEZ, NANCY, SE, 55.00; RR DONNELLEY, FE, 158.13; STATE NEBRASKA BANK & TRUST, SE, 69.12; T & R ELECTRIC, SU, 3106.00; TYLER TECHNOLOGIES, SE, 3676.25; US BANK, SU, 16488.61; US FOODSERVICE, SU, 3400.94; UTILITY EQUIPMENT, SU, 2299.92; WASTE CONNECTIONS, SE, 31.50; WAYNE COUNTY CLERK, SE, 44.00; WAYNE HERALD, SE, 763.86; WAYNE HERALD, SE, 190.00; WAYNE HERALD, SE, 386.00; WAYNE VETERINARY CLINIC, SE, 168.00; ZACH OIL COMPANY, SU, 175.24; ACE HARDWARE & HOME, SU, 836.06; ALLO COMMUNICATIONS, SE, 2807.27; AMERITAS, SE, 72.00; AMERITAS, SE, 224.30; AMERITAS, SE, 35.00; AMERITAS, SE, 132.19; AMERITAS, SE, 3932.04; ANKENY, VALERIA, RE, 245.00; APPEARA, SE, 52.80; BACKLIGHT PRODUCTIONS SERVICES, SE, 2000.00; BAUER UNDERGROUND, SE, 4350.00; BEACOM, CINDY, RE, 60.00; BEGLEY, BRIAN, SE, 2200.00; BERNAL, GEORGINA, SE, 55.00; BIG RIVERS ELECTRIC CORPORATION, SE, 254345.18; BLACK HILLS ENERGY, SE, 525.25; BLUE CROSS BLUE SHIELD, SE, 54553.93; BORDER STATES INDUSTRIES, SU, 304.57; BSN SPORTS, SU, 180.36; CITY EMPLOYEE, RE, 231.25; CITY OF WAYNE, PY, 139015.41; CITY OF WAYNE, RE, 230.15; CORE & MAIN, SU, 1217.48; DAAS, RIANN, RE, 100.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 69.73; DONNELLY, JOSEPH, SE, 1800.00; ECHEVESTE, SONIA, RE, 125.00; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 37.32; ELKINS PORTABLE RESTROOMS, SE, 400.00; ELLIS HOME SERVICES, SE, 276.50; FLOOR MAINTENANCE, SU, 1025.91; FLORES, ELIA, RE, 35.00; GERHOLD CONCRETE, SU, 1677.00; GRAINLAND ESTATES, RE, 2295.10; GROSSENBURG IMPLEMENT, SU, 300.44; HALL, STEVE, RE, 500.00; HANNAH BORG PHOTOGRAPHY, SE, 1500.00; HASCHKE, LIZ, RE, 100.00; HAWKINS, SU, 2829.96; HILAND DAIRY, SU, 27.52; ICMA, SE, 138.72; ICMA, SE, 72.03; ICMA, SE, 1229.22; ICMA, SE, 533.56; ICMA, SE, 130.76; ICMA, SE, 72.03; ICMA, SE, 202.78; ICMA, SE, 39.80; ICMA, SE, 10536.88; ICMA, SE, 152.88; ICMA, SE, 75.00; ICMA, SE, 803.82; IRS, TX, 22665.14; IRS, TX, 14240.87; IRS, TX, 5300.70; ITRON, SE, 6674.56; IT'S YOUR SHOW, SE, 1500.00; JUNCK, PAYTON, RE, 245.00; MAGNUSON, KRISTI, RE, 100.00; MAIN STREET GARAGE, SE, 100.00; MILLER, AUDRA, RE, 60.00; NE DEPT OF REVENUE, TX, 6701.43; NE POWER REVIEW BOARD, SE, 997.25; NISSEN, TEGAN, SE, 1200.00; O'REILLY AUTOMOTIVE STORES, SU, 254.22; OVERHEAD DOOR, SE, 98.00; PER MAR SECURITY SERVICES, SE, 1895.76; PICKINPAUGH, MELISSA, RE, 100.00; PLUMBING & HEATING WHOLESALE, SU, 271.52; QUADIENT LEASING USA, SE, 2691.00; QUALITY 1 GRAPHIC, SU, 40.00; SEARS AUTO SALES & TOWING, SE, 125.00; SEBADE HOUSING, RE, 2314.37; SEBADE HOUSING, RE, 8972.20; STADIUM SPORTING GOODS, SE, 1450.00; STAPLES, SU, 128.28; UNLIMITED LANDSCAPING, SU, 454.00; WAYNE AUTO PARTS, SU, 648.85; WAYNE COUNTY COURT, RE, 127.64; WESCO, SU, 1386.72; WIESE, TIFFANY, RE, 150.00; WISNER WEST, SU, 114.13; WRIEDT PROPERTIES, RE, 770.00; ZACH, MARK, RE, 100.00; ZISKA, BRANDON, RE, 100.00

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

Mark Lenihan, Superintendent of Wayne Public Schools, was present requesting Council consideration to waiving the rental fee for the use of the Freedom Park Shelter House on Monday, August 5th, from 5:00 – 8:00 p.m. for a “Staff – Welcome Back Barbeque.”

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the request of Mark Lenihan, Superintendent of Wayne Public Schools, to waive the rental fee for the use of the Freedom Park Shelter House on Monday, August 5th, from 5:00 – 8:00 p.m. for a “Staff – Welcome Back Barbeque.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Jamie Ferris, Assistant Director of Maintenance at Wayne State College, was present requesting Council consideration to allow them to have a bonfire on Thursday, October 3rd, starting around 8:30 p.m. for “Wayne State College Homecoming.” This is the 100th anniversary of WSC Homecoming. It will be held on the east side of the Student Center.

Phil Monahan, Fire Chief, was present to ask questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the request of Jamie Ferris, Assistant Director of Maintenance at Wayne State College, to allow them to have a bonfire on Thursday, October 3rd, starting around 8:30 p.m. for “Wayne State College Homecoming.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Astria Smith was present (via zoom) requesting Council consideration to allowing her to keep an emotional support animal (rabbit) inside City Limits (Wayne State College).

Attorney Miller stated the animal has to be registered with the Police Department.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the request of Astria Smith allowing her to keep an emotional support animal (rabbit) inside City

Limits (Wayne State College). Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Amy White, Director of Student Activities at Wayne State College, was present requesting Council consideration to allowing them to use the former/old Riley's Parking Lot for their new student orientation event - City Stroll - Downtown Wayne America on Thursday, August 22nd, from 6:00 p.m. to 8:00 p.m.

Tracy Lungrin, Director of Career Services at Wayne State College, was also present.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the request of Amy White, Director of Student Activities at Wayne State College, allowing them to use the former/old Riley's Parking Lot for their new student orientation event - City Stroll - Downtown Wayne America on Thursday, August 22nd, from 6:00 p.m. to 8:00 p.m. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Shane Baack, presented a proposal for a 27-lot development in northeast Wayne - Vintage Hill Fourth Addition. There is a lack of lots and housing opportunities in Wayne, as he and his wife have discovered as they are trying to move back to the community. They are looking for an opportunity to gauge the interest of the City in trying to help them control lot costs to make them reasonable enough so people can move forward with building. If they go at this development alone, the lot costs will be high. They are following the same covenants as the first three additions at Vintage Hill. They are looking at some townhomes going in this area as well. They are looking at a spring construction start. They will be building some spec units first to get the project going. The lot prices will fall somewhere between \$45,000 and \$58,000.

Mr. Baack was requesting consideration to the City paying for water, sewer, and street lighting, and then paying up to \$50,000 towards engineering costs.

It was noted that with development costs increasing, City incentives would help keep lot prices at a relatively manageable level in relation to the homes being built. Since the area is not TIF eligible, staff is trying to find creative ways to assist with the development. Traditionally, the City has installed at its expense the electrical lines and service boxes in new developments. The thought is with new electrical

services, the electric department will make its investment back in a short time frame. Typically, water, sanitary sewer, storm sewer and paving have been left to be paid for by the developer, many times using TIF proceeds, or with those costs being assessed back to the lot owner(s), driving up the final lot costs. While the City hasn't paid for non-electrical utilities on developments, without the TIF incentive, it would be difficult to develop these lots into an affordable range. It should be acknowledged that if this incentive is used for this potential 27-lot development, the next project of a like magnitude with requested incentives would need to be seriously considered as well (i.e. when TIF is not available, finishing off a phased subdivision, number of lots created).

With no decision being made, the Resolution approving the Subdivision Agreement will come back to the Council in the near future.

Mayor Giese requested Council consideration to the following mayoral appointments:

- **Civil Service Commission:** Andy Haslit, Bob Ensz and Bob McLean (4 year terms).
- **Planning Commission:** Chele Meisenbach, Pat Melena and Breck Giese.
- **Board of Health:** Marlen Chinn, Police Chief, Cale Giese, Mayor, Jill Brodersen, Council President, Dr. Mark McCorkindale, and Colleen Hupke, Executive Health Director NE Nebraska Public Health Department
- **Recreation-Leisure Services Commission:** Brent Pic, Amber Schwarte, Chele Meisenbach, Brandon Hall and Bill Engebretsen.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving the following mayoral appointments:

- **Civil Service Commission:** Andy Haslit, Bob Ensz and Bob McLean (4 year terms).
- **Planning Commission:** Chele Meisenbach, Pat Melena and Breck Giese.
- **Board of Health:** Marlen Chinn, Police Chief, Cale Giese, Mayor, Jill Brodersen, Council President, Dr. Mark McCorkindale, and Colleen Hupke, Executive Health Director NE Nebraska Public Health Department
- **Recreation-Leisure Services Commission:** Brent Pic, Amber Schwarte, Chele Meisenbach, Brandon Hall and Bill Engebretsen.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:17 p.m.

MINUTES
CITY COUNCIL MEETING
July 30, 2024

The Wayne City Council met in special session at the Wayne Fire Hall on Tuesday, July 30, 2024, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order with the following in attendance: Councilmembers Austyn Houser, Terri Buck, Nick Muir, Brittany Webber, Clayton Bratcher, 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 posting in three places. 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 in the northwest corner of the Fire Hall, 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.

RETREAT TOPICS:

1. Update on Electric System Improvement Projects

Administrator Blecke provided the following timeline and updates for the project:

- August – Council will approve to go out for Requests for Proposals (RFP).
- September – deadline for submitting RFP's.
- September – October: City makes a selection.
- Circuit Switcher – One bid was received - \$123,235 (estimate was \$125,000); this will be approved in August.
- Transformer bid will be opened on July 31; will also be approved in August.
- We still have not received any word on the \$2M grant request.
- DGR is working on a site plan. The hope is to have this completed in early August to then determine the next step with design/bids for new generation. The preliminary plan is still 3 Warsila brand dual-fuel generators, totaling just under 28 MW. A reminder that

this could be an investment around \$50M. Once a more accurate cost for the generation facility is established, Administrator Blecke would like to contract with Dave Peterson/JEO for an electric rate study. The BREC contract is up December 31, 2026.

2. Utility Rate Adjustments:

- The last rate adjustment for water and sewer was set in the fall of 2018. It was a 3-year adjustment, starting January 2019, with subsequent adjustments in January 2020 and January 2021. The reasons for an adjustment at this time are:
 - a) New Well #12 installed in the \$1M+ range; and
 - b) Water line replacements/upsizing and sewer (private separation) projects.
- The increases on a ¾" water meter back in 2019 went from \$16 to \$20 to \$21.50 (in 2020) to \$23.00 (2021); and the water usage charge went from \$1.60 to \$1.75 (2019) to \$1.85 (2020) to \$1.95 (2021) per 1,000 gallons. Consensus was to implement similar increases.
- For the proposed Vintage Hill 4th Addition development, the developer estimates that water and sewer costs will be \$113,000 and \$250,000 respectively. The developer is asking the City be responsible for paying those water and sewer costs, and also up to \$50,000 in engineering costs.
- The City will end the next fiscal year with the reserves being: Electric - \$6.1M (decrease), Water - \$1.8M (increase) and Sewer - \$2.4M (increase).

3. Discussion and/or consideration on the request of the Wayne Community Redevelopment Authority to consider forgiving their \$300,000 loan with the City. Administrator Blecke advised the Council of some of the history on the matter:

- Discussion started in 2011/2012 about the City wanting to boost new housing builds (both apartments and single family) and created a "Housing Incentive Program" in April 2012 (Res 2012-30). The City initially wanted to borrow from the LB 840 program. The City approved the LB 840 Committee's revised amount (from \$300,000 to \$160,000), but legal counsel had an issue with using LB 840 for housing purposes. The City instead borrowed directly from its Electric fund (Res 2012-47), initially \$160,000, and those funds went to the Community Development Agency (CDA), which was the same group as the City Council at that time. In 2013, the \$160,000 had been lent out for housing purposes, and the City borrowed another \$140,000 from the Electric Fund for to continue the program. In January 2014, the Council changed the format of the CDA from having the current Councilmembers serving to an appointed group by the Mayor and Council (Ord 2014-3).
- This first 7-member group included Ken Chamberlain, Nick Muir, Cale Giese, Randy Larson (County), Mark Lenihan (School), Corby Schweers (At-Large) and Jon Meyer (At-Large). Ord 2014-5 changed the name from Community Development Agency (CDA) to Community Redevelopment Authority (CRA).
- The assumption is that in 2014 all of the CDA's assets and liabilities were transferred to the new CRA.
- Today the CRA members include Cale Giese (City), Jill Brodersen (City) Terry Sievers (County), Mark Lenihan (School), Mike Powicki (At-Large), Greg Ptacek (At-Large) and Jon Meyer (At-Large).
- The CRA has been used as a City conduit to transact real estate transactions because laws are more relaxed for the CRA to do this.
- After discussion, a suggestion was to forgive the \$182,000 and recoup the \$128 that is due on DPA loans right now, and then stop that program with the CRA.

- Another suggestion was to apply the real estate taxes paid on the Western Ridge property once the CDA became the CRA in 2014, and the money paid back to the Street Department for the infrastructure in Western Ridge from the \$300,000 loan. Then, apply the remaining down payment assistance loans to what is left on the loan. Reduce the interest rate to 0% and discontinue that down payment assistance program.
- It was noted that the CRA now gets a tax authority so they have a reliable source of income now.

4. Update on City Owned Properties:

- FNBO

- Their lease runs out at the end of February 2026.
- Options include, but are not limited to:
 - a) If Council still wants the property as a CAC:
 - Have a Sales Tax vote as soon as May 2026 to move the CAC to that location and add onto the existing building;
 - b) Create and sell to a nonprofit to finance the project over a longer period of time (i.e. using USDA funds);
 - c) Repurpose into another City department(s) (possibly still trying a sales tax vote as soon as May 2026); or
 - d) Market the building and try to sell to an existing business/recruit a new business

Consensus was to market the building – contact the YMCA again.

- Old City Hall

- a) Update on ideas for redevelopment
- b) Do we ask the CRA if they would want to take on this project?
- c) Do we completely gut for a clean look to developers – estimated cost of \$75,000
- d) Do we demolish it completely – estimated cost of \$250,000

- New City Hall/Police Relocation – timeline

- a) Still on track; communications equipment will drive the timeline.

- 400 Chicago Street – set a purchase price

- a) \$15,000 - \$20,000 – ask for sealed bids and stipulate the build must take place within 2 years

5. Long-Term Planning

- a) Should more city-owned property be transferred to the CRA for marketing/redevelopment.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 8:15 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,127.56
ALLO COMMUNICATIONS	INSTALL SWITCHES FOR TELEPHONE/TELEPHONE CHARGES	2,420.24
AMERICAN LIBRARY ASSOC	MEMBERSHIP RENEWAL	247.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	184.72
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,682.24
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	124.17
APPEARA	MAT SERVICES	349.67
AUSTIN, AMBER	AUDITORIUM REFUND	450.00
BEACOM, LEXI	REC SOFTBALL	120.00
BEIERMANN ELECTRIC	TREATMENT PLANT MOTOR REPLACEMENT	175.00
BERNAL, GEORGINA	INTERPRETER SERVICES	55.00
BERNAL, GEORGINA	INTERPRETER SERVICES	55.00
BOHM MASONRY	MAILBOX REPAIR	334.00
BOMGAARS	TOOLS/BATTERIES/TRIMMER LINE/HOSE/ADAPTERS/MULCH	1,173.49
BORDER STATES INDUSTRIES, INC	TRIPLEX CABLE	4,744.47
BSN SPORTS, INC	BATTING HELMETS/FIRST AID KIT/BASKETBALLS	1,091.59
CALIBRASKA ARTS INITIATIVE	ANIMATION CAMP	560.00
CARHART LUMBER COMPANY	WOOD	85.65
CARLSON WEST POVONDRA ARCHITECTS	CITY HALL/POLICE RELOCATION/PARK & REC BUILDING	4,851.06
CASEY ELECTRIC	WIRING COMPLEX STORAGE SHED & WATER FOUNTAIN	1,829.44
CHAVEZ, EDGAR	AUDITORIUM DEPOSIT REFUND	200.00
CINTAS	FIST AID SUPPLIES	334.23
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKETS	217.90
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	867.27
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	930.57
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	12.06
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	169.06
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	84.96
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	313.52
CITY OF WAYNE	PAYROLL	146,897.03
CITY OF WAYNE	UTILITY REFUNDS	596.07
CITY OF WAYNE	REVERSE UTILITY REFUND CHECK	-59.20
COLONIAL RESEARCH	FLY AWAY WIPES	178.00
COMMUNITY REDEVELOPMENT AUTHORITY	CRA LOC DRAW	10,000.00
COMMUNITY REDEVELOPMENT AUTHORITY	CRA LOC DRAW	15,000.00
COMMUNITY REDEVELOPMENT AUTHORITY	CRA LOC DRAW	10,000.00
CONTINENTAL FIRE SPRINKLER CO	ANNUAL INSPECTION OF FIRE PROTECTION SYSTEM	223.00
DANKO EMERGENCY EQUIPMENT	STRUCTURAL FIRE & RESCUE GEAR	12,606.58
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	537.60
DE LA CRUZ, SAMANTHA	REC SOFTBALL	120.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	82.56

Vendor	Payable Description	Payment Total
DGR & ASSOCIATES CO	NORTHEAST SUBSTATION/GENERATION PLANT	48,366.00
DORING, BRENT	SIDEWALK COST SHARE	96.00
EAKES OFFICE PLUS	POLICE COPY CHARGES/EGOLDFAX PORTING FEE	182.37
ED M. FELD EQUIPMENT CO INC	HELMETS/EXTINGUISHER INSPECTION/COLLAPSIBLE CONES	748.49
EGAN SUPPLY CO	GYM FLOOR RESURFACING	3,068.00
ELECTRICAL ENGINEERING & EQUIPMENT	SCOTCH KOTE/CLEAR CEMENT	104.86
ELKINS PORTABLE RESTROOMS, LLC	CHICKEN SHOW PORTABLE RESTROOMS	1,180.00
ELLIS HOME SERVICES	WATER FOUNTAINS	5,450.00
EMPLOYERS MUTUAL CASUALTY CO	WINDOW DAMAGE	233.80
FASTWYRE BROADBAND	TELEPHONE CHARGES	1,350.51
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/TAKEOUT CONTAINERS/NAPKINS	1,098.51
GALE/CENGAGE LEARNING	BOOKS	133.20
GENERAL TRAFFIC CONTROLS, INC.	LED BULBS	294.00
GERHOLD CONCRETE CO INC.	CONCRETE	10,828.20
GLOBAL INDUSTRIAL	REAR SQUEEGEE BLADE	230.79
GROSSENBURG IMPLEMENT INC	BLADE/CHUTE/OIL FILTERS	424.11
HAWKINS, INC	POOL CHEMICALS	3,438.40
HELENA AGRI-ENTERPRISES, LLC	TRIMEC/TEMPO/PRAMITOL	1,590.00
HEWLETT PACKARD ENTERPRISE CO	SERVER SUPPORT/MAINTENANCE	5,236.56
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	340.29
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	39.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	803.82
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	533.56
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	152.88
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	75.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	130.76
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	72.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	138.72
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	72.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	10,544.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,229.22
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	202.78
IRS	FICA WITHHOLDING	23,900.72
IRS	MEDICARE WITHHOLDING	5,589.76
IRS	FEDERAL WITHHOLDING	14,900.37
JEO CONSULTING GROUP	MARKET PARTICIPANT ASSISTANCE/MASTER AGREEMENT	6,560.94
KAI, MARK	ENERGY INCENTIVE	500.00
KAUP FORAGE & TURF	GRASS SEED	225.00
KELLY SUPPLY COMPANY	GATE VALVE	181.97
LUTT TRUCKING	HAULING WOODCHIPS	375.00
MAIN STREET GARAGE, LLC	FREON/FILTERS/TOWING CHARGE	345.02
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MARSH, CHANA	REFUND FOR DOUBLE PAYMENT ON PARKING TICKET	30.00
MEYER, INC.	WOODCHIPS	1,275.00
MUNICIPAL SUPPLY INC	CURB VALVE/GRIP RING	334.93
MUTUAL OF OMAHA	LIFE INSURANCE	405.00

Vendor	Payable Description	Payment Total
NATL LEAGUE OF CITIES	MEMBERSHIP DUES	1,276.00
NE DEPT OF REVENUE	STATE WITHHOLDING	7,119.00
NE FIRE CHIEFS ASSOC	FIRE CHIEF MEMBERSHIP	100.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	341.00
NE STATE VOLUNTEER FIREFIGHTERS ASSOC	MEMBERSHIP RENEWAL	756.00
NORTHEAST POWER	WHEELING CHARGES	29,233.54
OLSSON	FAIRGROUNDS AVE REC DEVELOPMENT	5,037.00
O'REILLY AUTOMOTIVE STORES, INC.	SOCKET/TAILGATE CABLE/TOGGLE SWITCH	27.97
OVERHEAD DOOR	GARAGE DOOR OPENER	1,826.00
PEERLESS WIPING CLOTH CO	WASH TOWELS	481.02
POSTMASTER	POSTAGE ON UTILITY BILLS	1,202.58
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
R PERRY CONSTRUCTION INC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
ROSS RASTEDE	CHICKEN DAYS DRONE FOOTAGE	400.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	290.66
SOBOTKA, CALEB	FREEDOM PARK REFUND	150.00
SOOLAND BOBCAT	DOOR CAB WINDOW	626.29
STADIUM SPORTING GOODS	EMBROIDERY	132.00
STAPLES, INC	OFFICE SUPPLIES	198.19
USA BLUE BOOK	FURNACE FOR PRESSING MATERIAL/DEEP WELL SOCKETS	2,366.67
VOLKMAN PLUMBING & HEAT	FIRE HALL HVAC INSTALLATION	9,032.00
WAYNE AMERICA	SCULPTURE WALK	11,000.00
WAYNE COUNTY COURT	BOND	550.00
WESCO DISTRIBUTION INC	BASE TOOL REPLACEMENT/LED FIXTURES/SOCKETS	5,200.20
WILFORD, AMY	ART CAMP SESSION II	400.00
WISNER WEST	FD GASOLINE	68.37
ZACH HEATING & COOLING	LENNOX DEFROST CONTROL KIT	452.15
	Grand Total:	456,538.85

[Back to Top](#)

Betty McGuire - August 6 Agenda

From: Heather Headley
To: Betty McGuire
Date: 7/12/2024 2:55 PM
Subject: August 6 Agenda

Hello Betty,

Friends of the Library is renting Freedom Park to host a fundraiser for the Library August 11th. They would like to ask city council to waive the deposit/rental fee for the group. Would I be able to present on their behalf 8/6 to make the request? What information would be helpful to have available for them?



Wayne Public Library

Heather Headley
LIBRARY DIRECTOR

CITY OF WAYNE

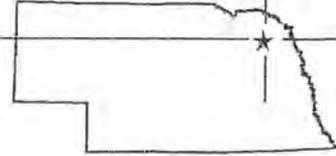
- ☎ 402-375-3139
- 🌐 www.cityofwayne.org/library
- ✉ hheadley@cityofwayne.org
- 📍 415 Pical St. Wayne, NE 68788

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: Heather Headley - Library Director - Behalf of Friends of the Library

Address: 410 Pearl St

Telephone No.: 402-375-3135

Date of Request: 7/15/2024

Description of Requested Topic: FOL is having a fundraiser 8/11 for the library @ Freedom park and would like the council to waive the rental fee.



Home of Wayne State College



Equal Housing Opportunity

Betty McGuire - [External] Prairie Park Lake Amenities Pay App #1

From: "Matthew M. Smith" <mmsmith@olsson.com>
To: Betty McGuire <betty@cityofwayne.org>
Date: 7/31/2024 4:00 PM
Subject: [External] Prairie Park Lake Amenities Pay App #1
Cc: Wes Blecke <wblecke@cityofwayne.org>
Attachments: PayApp 1.pdf

Hi Betty,

Attached is an item for next week's agenda. Summary below:

- Pay Request #1 for Prairie Park Lake Amenities (TR Harris) - \$163,305
 - Includes partial payment of the fishing pier and pedestrian bridge.

Don't hesitate to reach out if there are any questions regarding this pay request.

Thanks,
Matthew

Matthew Smith, PE
Group Leader / Civil

D [402.241.6816](tel:402.241.6816)
C [402.380.0567](tel:402.380.0567)

1707 Dakota Avenue
South Sioux City, NE 68770
O [402.494.3059](tel:402.494.3059)



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CERTIFICATE OF PAYMENT: 1



Date of Issuance: July 29, 2024

Project: 022-02746

Project No.: Wayne Prairie Park

Contractor: **TR Harris**

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: TR Harris		

Value of Work Completed This Request: \$181,450.00

Original Contract Cost: \$526,847.00

Approved Change Orders:

No. 1 \$0.00

No. 2 \$0.00

No. 3 \$0.00

Total Contract Cost: \$526,847.00

Value of completed work and materials stored to date \$181,450.00

Less retainage percentage 10% \$18,145.00

Net amount due including this estimate \$163,305.00

Less: Estimates previously approved:

No. 1 \$0.00 No. 3 \$0.00 No. 5 \$0.00

No. 2 \$0.00 No. 4 \$0.00 No. 6 \$0.00

Total Previous Estimates: \$0.00

NET AMOUNT DUE THIS ESTIMATE: \$163,305.00

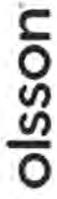
The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: - Owner
TR Harris
Project File

OLSSON

By: _____



Project #: Wayne Prairie Park
Date: 7/29/2024

Project: 022-02746
Contractor: TR Harris

Pay App. 1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period	MATERIALS STORED (NOT IN HR-J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
1	Mobilization	LS	1	\$40,000.00	\$40,000.00	0.00	\$0.00	0.75	\$30,000.00		0.75	\$30,000.00	75%	\$10,000.00	\$3,000.00
2	Earthwork	LS	1	\$3,000.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$3,000.00	\$0.00
3	6" Bike Trail Pavement (8' wide)	SY	2275	\$48.00	\$111,475.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$111,475.00	\$0.00
4	7" Parking Pavement	SY	125	\$80.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$10,000.00	\$0.00
5	12" Subgrade Prep	SY	3075	\$4.00	\$12,300.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$12,300.00	\$0.00
6	18" Concrete Curb and Gutter	LF	184	\$33.00	\$6,072.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$6,072.00	\$0.00
7	Fishing Pier	LS	1	\$67,000.00	\$67,000.00	0.00	\$0.00	0.40	\$26,800.00		0.40	\$26,800.00	40%	\$40,200.00	\$2,680.00
8	Pedestrian Bridge	LS	1	\$277,000.00	\$277,000.00	0.00	\$0.00	0.45	\$124,650.00		0.45	\$124,650.00	45%	\$152,350.00	\$12,465.00
Change Order					\$526,847.00		\$0.00		\$181,450.00			\$181,450.00		\$345,397.00	\$18,145.00
Contract Total					\$0.00	0.00	\$0.00	0.00	\$181,450.00	\$0.00	0.00	\$181,450.00	34%	\$345,397.00	\$18,145.00

G702

Application and Certificate for Payment

To Owner:
 City of Wayne
 306 Pearl Street
 Wayne, NE 68787

Project:
 Wayne City Hall & Police Relocation
 513 Main Street
 Wayne, NE 68787

Application No: 9 **Distribution To:**
 Period To: 7/28/2024 Owner
 Contract For: General Architect
 Contract Date: 10/17/2023 Contractor

From Contractor:
Otte Construction Company, LLC
 521 Centennial Rd.
 Wayne, NE 68787

Via Architect:
 Carlson West Povondra Architects
 5060 Dodge Street
 Omaha, NE 68132

Project NOS: CWPA 23115 Field
 Other

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached

1. ORIGINAL CONTRACT SUM \$ 4,204,500.00
2. NET CHANGE BY CHANGE ORDERS \$ 108,664.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 4,313,164.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,063,617.00

5. RETAINAGE:
 - a. 10% of Completed Work
 (Columns D + E on G703) \$ 206,362.00
 - b. 10% of Stored Material
 (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703) \$ 206,362.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,857,255.00
 (Line 4 minus Line 5 Total)

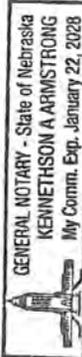
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,650,336.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 206,919.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,455,909.00
 (Line 3 minus Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: OTTE CONSTRUCTION COMPANY, LLC
 By: *[Signature]* Date: 7/26/24
 State of: Nebraska
 County of: Wayne
 Subscribed and sworn to before me this 26 day of July, 2024
 County of: Wayne
 Notary Public *[Signature]*
 My commission expires: 12/21/2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Carlson West Povondra Architects
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 6,333.00	\$ (3,977.00)
Total approved this month	\$ 106,308.00	\$ -
TOTAL	\$ 112,641.00	\$ (3,977.00)
NET CHANGES by Change Order	\$	108,664.00

G703

APPLICATION NUMBER: 9

APPLICATION DATE: 7/26/2024

PERIOD TO: 7/26/2024

ARCHITECTS PROJECT NO: CWPA 23115

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
		FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	General Conditions, Supervision, Project Start-Up	73,220	32,146	3,650	0	3,650	0	35,796	37,424	3580
2	Bonds & Insurance	40,960	40,960	0	0	0	0	40,960	0	4096
3	Submittal Exchange Allowance	8,500	7,920	0	0	0	0	7,920	580	792
4	Site Demo & Earthwork	192,030	105,773	5,120	0	5,120	0	110,893	81,137	11089
5	Building Demolition & Infills	76,490	71,530	0	0	0	0	71,530	4,960	7153
6	Concrete Figs, Slabs, Walls, Steps	190,410	176,167	0	0	0	0	176,167	14,243	17617
7	Waterproofing, Drainage, & Backfilling	23,470	22,296	500	0	500	0	22,796	674	2280
8	Structural Steel & Erection	106,250	87,288	0	0	0	0	87,288	18,962	8729
9	Precast Hollowcore	15,540	15,540	0	0	0	0	15,540	0	1554
10	Rough Carpentry & Sheathing	27,470	25,464	2,006	0	2,006	0	27,470	0	2747
11	TPO Roofing & Sheetmetal	65,030	0	57,313	0	57,313	0	57,313	7,717	5731
12	Roof Specialties	8,270	3,830	2,280	0	2,280	0	6,110	2,160	811
13	Doors, Frames, & Hardware	183,940	65,127	9,860	0	9,860	0	74,987	108,953	7499
14	Aluminum Entrance, Windows, & Glazing	96,250	0	0	0	0	0	0	96,250	0
15	Metal Studs, Insulation, Drywall, Ballistic Panels	381,830	319,050	35,886	0	35,886	0	354,936	26,894	35494
16	EIFS System	27,100	0	0	0	0	0	0	27,100	0
17	Metal Wall Panels	68,320	0	0	0	0	0	0	68,320	0
18	Acoustical Ceilings	52,000	0	0	0	0	0	0	52,000	0
19	Finish Floorings & Sealers	114,990	0	0	0	0	0	0	114,990	0
20	Painting, Wall Coverings, & Caulking	147,400	0	0	0	0	0	0	147,400	0
22	Cabinetry, Millwork, & Tops	202,230	0	0	0	0	0	0	202,230	0
22a	Council Chambers Custom Millwork	21,070	0	0	0	0	0	0	21,070	0
23	Sectional Overhead Doors	33,530	0	0	0	0	0	0	33,530	0
24	Wall Protection & Signage	7,870	0	0	0	0	0	0	7,870	0
25	Toilet Partitions, Accessories, VD's, & FE's	21,120	0	0	0	0	0	0	21,120	0
26	FRP Paneling	8,340	0	0	0	0	0	0	8,340	0
27	Lockers	18,220	407	0	0	0	0	407	17,813	41
28	Roller Shades	3,330	0	0	0	0	0	0	3,330	0

G703

APPLICATION NUMBER: 9

APPLICATION DATE: 7/26/2024

PERIOD TO: 7/26/2024

ARCHITECTS PROJECT NO: CWPA 23115

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)						
29	Food Service Appliances	30,080	0	0	0	0	0	30,080	0
30	Flagpole	5,120	0	0	0	0	0	5,120	0
31	Awnings	6,500	0	0	0	0	0	6,500	0
32	Plumbing & HVAC	352,970	218,435	46,160	0	284,595	75%	88,375	26460
33	Electrical	842,750	371,576	32,450	0	404,026	63%	238,724	40403
33a	Fire Alarm	20,000	4,000	2,000	0	6,000	30%	14,000	600
33b	Emergency Generator	63,000	50,400	0	0	50,400	80%	12,600	5040
33c	Switchgear	113,000	79,100	5,650	0	84,750	75%	28,250	8475
33d	Audio, Visual, & Access Control	310,000	62,000	0	0	62,000	20%	248,000	6200
33e	Data & Communications	149,000	59,600	14,900	0	74,500	50%	74,500	7450
34	Concrete Site Paving	170,780	0	0	0	0	0%	170,780	0
35	Storm Sewer Utilities	32,720	0	0	0	0	0%	32,720	0
36	Planting Beds	5,000	0	0	0	0	0%	5,000	0
37	Installation of OFCI & Allowance Items	8,400	0	0	0	0	0%	8,400	0
38	Thru-Wall Depositories Allowance	10,000	0	0	0	0	0%	10,000	0
39	Athletic Wall & Floor Pads Allowance	20,000	0	0	0	0	0%	20,000	0
40	Owner Contingency Allowance	50,000	15,098	12,135	0	27,233	54%	22,767	2723
CO 001	Office Window & Flooring Revisions	2,356	0	0	0	0	0%	2,356	0
CO 002	Additional Paving at West Parking Lot	106,308	0	0	0	0	0%	106,308	0
		4,313,164	1,833,707	229,910	0	2,063,617	48%	2,249,547	206362

CONDITIONAL LIEN WAIVER FOR PARTIAL / PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

1. IDENTIFYING INFORMATION.

Claimant Name: OTTE CONSTRUCTION COMPANY, LLC
Customer Name: CITY OF WAYNE
Job Location: 513 MAIN ST., WAYNE, NEBRASKA 68787
Owner: CITY OF WAYNE
Through Date: July 26, 2024

2. CONDITIONAL WAIVER AND RELEASE.

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF WAYNE
Check Amount: \$206,919.00
Check Payable to: OTTE CONSTRUCTION COMPANY, LLC

3. EXCEPTIONS.

This document does not affect any of the following:

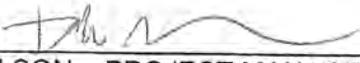
- a) Retentions.
- b) Extras for which the claimant has not received payment.
- c) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: N/A

Amount(s) of unpaid progress payment(s): \$ 0.00

- d) Contract rights, including (i) a right based on rescission, abandonment, or breach of contract, and (ii) the right to recover compensation for work not compensated by the payment.

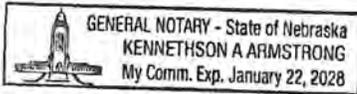
4. SIGNATURE.

Claimant Signature:  Date: 7/26/24
Claimant Title: TATE NELSON – PROJECT MANAGER

5. NOTARIZATION.

State of Nebraska
County of Wayne

The foregoing instrument was acknowledged before me, Kennethson Armstrong, this 07/26/2024 (mm/dd/yyyy), by the undersigned, Tate Nelson, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.




Notary Public

My Commission Expires: 1/22/2028



July 29, 2024

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

RE: Wayne, Nebraska
2023 Wastewater Treatment Facility Ultraviolet Light Improvements
JEO Project No. 221215

Mayor and Council Members:

Attached is Application for Payment No. 4 (final) for the above referenced project and the certificate for substantial completion. The project work is complete and has been for sometime. There were warranty issues from the manufacturer's equipment that had to be resolved and took some time to complete. The system is now 100% operational without any nuisance alarms.

The request is for \$23,826.57 and JEO recommends approval of payment in this amount. Also attached is the certificate of completion for the project.

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

Sincerely,

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

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

RSP
Enclosures

221215LTR072924a-PA4.docx

Contractor's Application for Payment No. 4 and Final

Application Period	3/19/2024 to 07/26/2024	Application Date	7/26/2024
To (Owner)	City of Wayne, NE	Via (Engineer)	JED Consulting Group, Inc
Project	Wastewater Treatment Facility, Ultra violet light improvements	Engineer's Project No.	221215
From (Contractor)	Philip Caroski Construction and Trencelwing, Inc		
Contract	221215		
Owner's Contract No.			

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$5,883.50	
TOTALS	\$5,883.50	
NET CHANGE BY CHANGE ORDERS	\$5,883.50	

1. ORIGINAL CONTRACT PRICE.....	\$ 5334,496.00
2. Net change by Change Orders.....	\$ 55,883.50
3. Current Contract Price (Line 1 + 2).....	\$ 5390,379.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 5340,379.50
5. RETAINAGE:	
a. 7% X Work Completed.....	\$
b. X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 5340,379.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 5316,552.93
8. AMOUNT DUE THIS APPLICATION.....	\$ 53,826.57
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature	Date
	7/26/2024
By Philip Caroski	

Payment of \$	23,826.57	(Line 8 or other - attach explanation of the other amount)
is recommended by		(Engineer) 7/29/24 (Date)
Payment of \$		(Line 8 or other - attach explanation of the other amount)
is approved by		(Owner) (Date)
Approved by		Funding or Financing Entity (if applicable) (Date)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Wayne, Nebraska
Engineer: **JEO Consulting Group, Inc.**
Contractor:
Project: Wastewater Treatment Facility Ultraviolet Light Improvements
Contract Name: Wastewater Treatment Facility Ultraviolet Light Improvements
Owner's Project No.:
Engineer's Project No.: 221215.00
Contractor's Project No.:

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion: **May 1, 2024**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

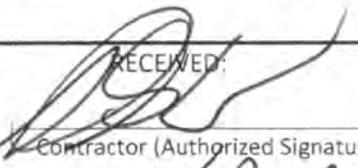
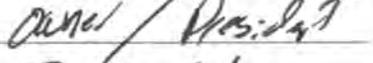
Amendments to Contractor's Responsibilities: None As follows:

- PLC/Screen – June 15, 2024
- Ballast for bulbs 1&2 – Bank 1 – Replaced July 15, 2024

The following documents are attached to and made a part of this Certificate:

See Emails in Project File

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:	
By: 	By: 	By: 	RECEIVED:
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Engineer	Title:	Title: 	
Date: July 22, 2024	Date:	Date: 7-26-24	

RESOLUTION NO. 2024-35

A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY TAXES TO THE WAYNE AIRPORT AUTHORITY.

WHEREAS, the Governor signed LB989 of the 1997 Session into law, and this law authorizes the City Council to allocate property taxes to the Wayne Municipal Airport Authority; and

WHEREAS, LB 1114 allows Airport Authorities to adopt a resolution requesting that the governing body of the city include their tax levy in the city budget; and

WHEREAS, the Wayne Municipal Airport Authority has requested \$83,787 in property tax allocation; and

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska, hereby finds and determines that it is in the best interest of the City to allocate \$83,787 in property taxes to the Wayne Municipal Airport Authority.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City of Wayne allocates \$83,787 to the Wayne Municipal Airport Authority.

PASSED AND APPROVED this 6th day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

PRELIMINARY LEVY ALLOCATION FROM CITY OF WAYNE

RESOLUTION NO. 2024-1

WHEREAS, Nebraska Statute 77-3443 (3) requires all political subdivisions subject to city levy authority to submit a preliminary request for levy allocation to the city council; and

WHEREAS, the Wayne City Council is the levy authority for the Wayne Municipal Airport.

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2024-2025:

FUND TAX REQUEST

General Fund	\$ 83,787
TOTAL	\$ 83,787

BE IT FURTHER RESOLVED that said Public Airport has repayment of Interest-Free Loans from the Department of Aeronautics for \$24,966 and this amount is not included in the above tax request as allowed by law.

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2024-2025:

TOTAL

Motion by Ley to adopt Resolution NO. 2024-1. Seconded by Hammer.

Voting yes were: Schmitz, Hammer, Henderson, Ley

Voting no were: -

Motion carried.

Date this 8th day of July, 2024.

Thomas A. Schmitz
Chairman
David B. Ley
Secretary

RESOLUTION NO. 2024-36

**A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY TAXES
TO THE WAYNE COMMUNITY REDEVELOPMENT AUTHORITY.**

WHEREAS, the Community Redevelopment Authority of the City of Wayne, Nebraska, has by Resolution adopted July 30, 2024, submitted a request to the City Council of the City of Wayne for property tax levy allocation as follows:

The amount of revenue sought to be raised is 2.6 cents per \$100.00 of the taxable value of real property within the City of Wayne.

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 Council of the City of Wayne, Nebraska, that the final allocation of levy authority for the Community Redevelopment Authority shall be in the amount of 2.6 cents per \$100.00 of the taxable value of real property within the City of Wayne.

PASSED AND APPROVED this 6th day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

CRA RESOLUTION 2024-1

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA, APPROVING A REQUEST BE MADE TO THE CITY OF WAYNE, NEBRASKA, TO LEVY TAXES FROM ITS GENERAL FUND TO ASSIST THE COMMUNITY REDEVELOPMENT AUTHORITY IN DEFRAYING ITS EXPENSES.

WHEREAS, the Community Redevelopment Authority of the City of Wayne, Nebraska ("CRA") has been formed and has undertaken certain redevelopment activities under the Authority of Neb. Rev. Stat. 18-2101 et seq.; and

WHEREAS, it is necessary for the Authority to submit an estimate of the amounts necessary to be appropriated by the governing body of the City of Wayne, Nebraska, to defray the expenses of the Authority pursuant to Neb. Rev. Stat. 18-2140; and

WHEREAS, it is necessary for the governing body of the City of Wayne, Nebraska, to prepare a budget statement setting out separately the amount of revenue sought to be raised from the levy of a tax on the taxable value of real property for the purpose of paying the principal or interest on bonds issued by the governing body and for all other purposes; and

WHEREAS, the Authority is in the process of preparing a budget for the next fiscal year of operations and has determined the amount of revenue expected to be necessary to defray the expenses of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA, as follows:

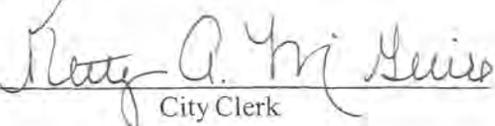
1. The amount of revenue sought to be raised is 2.6 cents per \$100.00 of the taxable value of real property within the City of Wayne, Nebraska; and
2. The governing body of the City of Wayne, Nebraska, is hereby requested to levy taxes and/or to appropriate from its general fund and place at the disposal of the Authority such amounts in order to assist the Authority in defraying its expenses.

PASSED AND APPROVED this 30th day of July, 2024.

**THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF WAYNE,
NEBRASKA**

By  Chair

ATTEST;

By:  City Clerk

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2024

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: ____ Yes ____ No ____ Abstained ____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2024

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of _____
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor Village Board Chairperson (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



RESOLUTION NO. 2024-38

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE FURNISHING OF A “69 kV CIRCUIT SWITCHER – NORTHEAST SUBSTATION PROJECT.”

WHEREAS, one bid was received on July 18, 2024, on the furnishing of a “69 kV Circuit Switcher – Northeast Station Project;” and

WHEREAS, the bid has been reviewed by the City's Engineer on the project, DGR Engineering; and

WHEREAS, DGR Engineering 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 furnishing of a “69 kV Circuit Switcher – Northeast Station Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
WESCO Distribution, Inc. Sioux City, IA	\$123,235.00

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 6th day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-39

A RESOLUTION AMENDING SIDEWALK COST-SHARE POLICY PERTAINING TO SIDEWALK REPAIR, REPLACEMENT, AND CONSTRUCTION.

WHEREAS, as a way to encourage homeowners to replace sidewalk that is in poor condition without having to go through the process of establishing sidewalk districts, the Council established a “Sidewalk Cost-Share Policy;” and

WHEREAS, the aforesaid policy is being amended to increase the reimbursement rate from \$3.00 per sq. ft. to **\$5.00** per sq. ft.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the City of Wayne Sidewalk Cost-Share Policy, a copy of which is attached hereto and incorporated herein by reference, is hereby approved.

PASSED AND APPROVED this 6th day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Sidewalk Cost-Share Policy

A. Criteria for Improvement:

1. Any slab having a crack or joint where the abutting edges differ vertically by more than one-quarter (1/4) inch.
2. Any slab having a crack(s) in it that is one-quarter (1/4) inch wide or more or the City's representative determines that the crack is not properly sealed. Properly sealed is defined as sealed with a polyurethane sealant recommended for use on concrete and recommended to withstand temperatures ranging from -30 degrees Fahrenheit to 150 degrees Fahrenheit.
3. Any slab having a hole two (2) inches or more in diameter and one-quarter (1/4) inch deep or more or that is cracked or broken with missing or loose pieces.
4. Any slab that has surface spalling affecting more than twenty-five (25) percent of the block's surface.
5. Any slab that is shattered or badly cracked and structurally unsound.
6. Any slab that is up-heaved or depressed, thereby causing an abrupt change in grade of five (5) percent or more. (One (1) inch vertical in twenty (20) inches horizontal.) Exceptions may be made by the City's representative if they deem that the slope of the sub-grade creates a hardship.
7. Any material used as covering over a sub-grade that does not meet approved sidewalk according to City Code or standards.

B. The City shall reimburse the property owner at a rate of ~~\$3.00~~ **\$5.00** per square foot for sidewalk replacement in instances where funds are budgeted and available.

C. Where the City's representative deems a tree within the street right-of-way should be removed to protect the integrity of the sidewalk being replaced or constructed, the City shall share up to fifty percent (50%) of the cost for removal with the abutting property owners. The City's representative will first meet with the property owner to determine if the sidewalk can be constructed around the tree in order to save the tree.

D. Where the City's representative deems a tree on private property should be removed for general pedestrian safety, and to protect the integrity of the sidewalk, the abutting property owner shall be responsible for its removal.

RESOLUTION NO. 2024-40

A RESOLUTION AMENDING AND APPROVING AN INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.

WHEREAS, the City of Wayne is desirous to enter into another Interlocal Agreement with the Wayne Community School District #90-0017 for the purpose of providing a School Resource Officer at the School during the 2024/2025 school year; and

WHEREAS, a copy of the proposed Interlocal Agreement is attached hereto and incorporated herein by reference; and

WHEREAS, the same has been amended to increase the number of hours in Sec. 3(a) from 15 to 20.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement between the City of Wayne and Wayne Community School District #90-0017 is hereby approved, and the Mayor is hereby authorized to execute the same.

PASSED AND APPROVED this 6th day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**AN INTERLOCAL AGREEMENT
TO SHARE LAW ENFORCEMENT RESOURCES
BETWEEN THE CITY OF WAYNE AND
THE WAYNE COMMUNITY SCHOOLS BOARD OF EDUCATION 90-0017**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the “City” and the Wayne Community Schools Board of Education 90-0017, hereinafter called the “School District” which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the School District to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety; and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly; and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers; and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the city’s law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the School District do hereby agree to the following:

1. Authority and Purpose

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 *et seq.*, (the “Act”), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. The School District and the City are public agencies within the meaning of the Act.
- b. The City has the authority to provide law enforcement services and the School District has the authority to ensure safety services on the Wayne

Community Schools campus (the “Campus”), and to enter into any contracts to effectuate this authority and responsibility.

- c. It is the purpose of this Agreement for the School District and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

2. Administration of Agreement

- a. The City and the School District will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Superintendent of Wayne Community Schools, or his/her identified designee, will be the School District’s contact person for the purpose of this Agreement (see Section 17).
- b. No separate legal or administrative entity is created under this Agreement.

3. Law Enforcement Services to Be Provided by The City

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the “School Resource Officer,” to the School District for ~~fifteen (15)~~ **twenty-one (21)** hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending when school dismisses for the school year.
- b. The School District arranged and paid expenses for the required 20 hours of training within six months of the beginning of the 2023-24 school year. Should a new officer be assigned for future school years, the School District will do the same;

4. Community Policing & Crime Prevention

- a. The School District and the City recognize that positive interaction between the School Resource Officer, students, faculty and staff is beneficial to both parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.
- b. To provide a community policing presence, the School Resource Officer will attend School District meetings and activities as part of his/her assigned duties, as requested by the School District and as he/she is available. The

School Resource Officer will be an active member of the School District Safety Committee.

- c. The City will not provide overtime pay for the School Resource Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- d. The School Resource Officer will meet regularly with the Principal and Superintendent.

5. Use of Equipment

- a. The Police Department will provide the School Resource Officer with all uniforms, equipment, leather, firearms, and continuing education at all times relevant to this Agreement.
- b. The City will provide a vehicle for the School Resource Officer to use.

6. Direct Oversight of the Agreement to Provide Police Coverage on Campus

Certified Police Officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his/her designee.

The School Resource Officer is not to be deemed an employee of the School District and has no authority to make any binding commitments or obligations on behalf of the School District except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the School Resource Officer is the responsibility of the City of Wayne.

The Chief of Police will communicate regularly with the Superintendent or his/her designee and the School Principals review and evaluate the provisions of this Agreement.

7. Fees for Service

The total charge to the School District by the City for the above defined law enforcement services shall be a total of \$44.00 per hour and based on ~~15~~-21 hours per week. For the first year (August 1, 2024-May 31, 2025) to be paid in ten (10) monthly installments. The School District and City will confirm by May 1st the actual cost for the following year.

8. Agreement Duration

The term of this Agreement shall be for one (1) year commencing on August 1, 2024, except that either the City or the School District may execute a written sixty (60) calendar day notice to quit or withdraw from the Agreement. Terms of the agreement for subsequent school years will be agreed upon by both parties on or about May 1, 2025.

9. Agreement Amendments

This Agreement may be amended at any time by the written agreement of both parties.

10. Indemnification

To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

11. New Employee Work Eligibility Status.

Employee Work Eligibility Status. The City 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 agency authorized to verify the work eligibility status of a newly hired employee.

The City understands and agrees that lawful presence in the United States is required and the City may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

12. Liability Insurance Requirements

The City is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a four (4) million-dollar umbrella. The City's insurance policy shall be primary and non-contributory. The School District shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the School District. A

By: _____

Name: Cale Giese
Title: Mayor

Name: Mark
Title: Superintendent

Attested By: _____
City Clerk

Date: _____ Date: _____

copy of the certificate shall be provided to the School District.

The designated School District representative for purposes of monitoring and oversight of this Agreement is the Superintendent of Schools or his/her designee.

This Agreement is hereby executed by the City of Wayne and the Wayne Community Schools Board of Education, upon the respective dates set forth following the executory signature attached to this Agreement.

RESOLUTION NO. 2024-41

A RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WAYNE AND THE LOWER ELKHORN NATURAL RESOURCES DISTRICT (LENRD) FOR THE "PRAIRIE PARK PROJECT."

WHEREAS, the City of Wayne, Nebraska, has been informed that its application for funding through the LENRD for the "Wayne Prairie Park Project" has been approved; and

WHEREAS, the City of Wayne wishes to enter into an Interlocal Cooperation Agreement with the LENRD for the "Wayne Prairie Park Project."

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Cooperation Agreement with the LENRD for the "Wayne Prairie Park Project," a copy of which is attached hereto and incorporated herein by reference, be and the same are hereby approved as written, and that the City Administrator and/or Mayor are authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 6th day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

INTERLOCAL COOPERATION AGREEMENT

Comes now the Lower Elkhorn Natural Resources District, hereinafter referred to as the "LENRD", and the City of Wayne, NE described on Exhibit "A" attached hereto and made a part hereof, hereinafter described as the "Public Agency", and pursuant to the Nebraska Interlocal Cooperation Act, hereby agree as follows:

1. LENRD and City of Wayne to enter into this agreement to memorialize the services and other benefits of this agreement, for the duration and purposes set forth on such Exhibit "A".
2. On May 23, 2024, the LENRD Board of Directors reviewed a request from the City of Wayne that sought funding from the LENRD for this project. This review was conducted at a regularly scheduled meeting of the LENRD Board of Directors. The meeting of the LENRD was duly noticed and the meeting conducted in accordance with State law. After a proper motion was made and discussion on the motion was had in open session, the LENRD Board of Directors voted to approve the funding request by the City of Wayne.
3. The manner of financing this undertaking and a budget for the same is as set forth on Exhibit "A", as agreed to by the parties herein.
4. In the event no separate legal entity to conduct the joint or cooperative undertaking contemplated by this agreement is created herein, then the administrator or joint board responsible for administering such undertaking is as set forth on Exhibit "A".
5. In the event real and personal property is used in such undertaking, the manner of acquiring, holding and disposing of the same is as set forth on Exhibit "A" attached hereto.
6. Time is of the essence of this agreement.
7. This agreement shall be binding upon the parties hereto and interpreted under Nebraska Law.

Dated this _____ day of _____, 2024.

LOWER ELKHORN NATURAL RESOURCES DISTRICT

BY _____

General Manager of the Lower Elkhorn NRD Board

Authorized Representative of City of Wayne

EXHIBIT "A"

1. Public Agency: City of Wayne, NE
2. Duration of this Agreement: Is for three years (Expires June 30, 2027)
3. This agreement forms no separate entity.
 - A. Lower Elkhorn NRD may cooperate on Special Projects with local government entities to provide specific benefits to residents and visitors of the community.
 - B. The City of Wayne is responsible for the design, engineering, construction and maintenance and for approving any expenses related to the Special Project (Prairie Park) which is funded in part by the terms of this agreement.
4. Purpose of the Agreement: To enable the LENRD to provide financial support to the City of Wayne, NE. The financial support provided by the LENRD will be restricted for use by the City of Wayne to assist with the financial cost of the construction of Prairie Park, and its associated elements.
5. Funding and budget: Lower Elkhorn NRD and the City of Wayne each agree:
 - A. Lower Elkhorn NRD will provide the City of Wayne up to a limit of \$150,000.00, which will be paid in equal installments each amounting to \$50,000.00 using the following payment schedule:
 - Payment No. 1: \$50,000.00 paid once during LENRD Fiscal Year 2025
 - Payment No. 2: \$50,000.00 paid once during LENRD Fiscal Year 2026
 - Payment No. 3: \$50,000.00 paid once during LENRD Fiscal Year 2027City of Wayne shall provide progress reports of the funding expenditures with each funding installment and as may be requested by the LENRD.
6. Termination: The LENRD may terminate funding upon completion of the same or a violation of the terms of this agreement.
7. Administration: The Lower Elkhorn NRD representative will be responsible for administering funding under this agreement.

8. Property: The manner of acquiring, holding, and disposing of real and personal property used for the cooperative undertaking shall be as follows:

- A. City of Wayne will be responsible for obtaining all land rights, easements, or permits to construct and maintain the Prairie Park Project and agrees to perform perpetual maintenance of the project.

Upon any termination, any property that is a part of the joint or cooperative undertaking shall be disposed of as follows:

All easements shall terminate as provided by law.