

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
September 3, 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 – August 20, 2024](#)
4. [Approval of Claims](#)
5. Public Hearing: 2024-2025 Budget (Advertised Time: 5:30 p.m.)
6. [Action on “Request for Proposal” for assistance with Southwest Power Pool Market Participant duties, the purchase of hourly energy to build energy portfolio and management of power plant generation resources — Dave Peterson, JEO Consulting Group](#)

Background: As the City’s contract with Big Rivers will be expiring at the end of 2026, the City will be looking to use its power plant capacity in the market so the City can contract for energy only services. Dave Peterson with JEO is being retained as the City’s consultant to lead us to the best arrangement in the energy market for January 2027 and beyond. Peterson will explain the RFP and the process with determining the best choice for assistance with the energy market.

7. [Resolution 2024-47: Authorizing Chief Elected Official to sign an application for Community Development Block Grant Funds \(Public Works\)](#)

Background: The original resolution was brought before you back in June; however, since that time, NNEDD has found the amount needs to be increased from \$435,000 to \$480,000 and that the percentage reference for low-to-moderate income people needed to be removed.

The City is now requesting \$480,000 for the Prairie Park project, of which \$450,000 will be used for project activities, \$5,000 for construction management, and \$25,000 for general administration of the grant. The Prairie Park project is at 111 Dearborn Street, located in southeast Wayne, approximately .3 miles east off Highway 15 on Fairground Avenue. Prairie Park is being developed in phases across 30 acres of the City's decommissioned sanitary sewage lagoon site. This phase will focus on an amphitheater/shelter house (ADA accessible); playground/exercise area & equipment (ADA accessible); parking and camper pad paving (ADA accessible); and sidewalk/trail paving (ADA accessible). The total project budget is

\$615,000 with \$480,000 CDBG grant funds and local matching funds of \$135,000 from the City of Wayne. All funds will benefit low-to-moderate income clientele (LMC) through the removal of architectural barriers; no persons are anticipated to be displaced as a result of CDBG activities, however the City will follow its plans for assisting persons actually displaced.

8. [Resolution 2024-48: Approving Memorandum of Understanding regarding the \\$300,000 loan to the CRA from the City of Wayne](#)

Background: Council discussed the \$300,000 loan on the books with the CRA at its last retreat. Direction from Council was to bring back terms to have the CRA receive credit for certain expenses it paid for Western Ridge as well as have the CRA make payments from the housing incentives for new construction as those loans are paid off. This MOU will credit the CRA with \$110,000 it paid to the City for Western Ridge streets (3 payments to the Street Fund - \$30k in 2014, \$30k in 2015, and \$50k in 2016). The remaining balance of \$190,000 will be paid back over approximately 10 years at 0% interest. Should any of the housing loans default, the City and CRA can renegotiate those terms.

9. [Action on the Promissory Note of \\$128,000 from the CRA to the City of Wayne](#)

Background: The outstanding balance for the housing loan incentives for new construction with the CRA is \$128,000. As these loans are paid back to the CRA, the CRA will make payments to the City. Should any of these loans default, the City and CRA can renegotiate said terms of the note. Also, per Council guidance, the CRA will discontinue the down payment incentive for new construction.

10. [Action on the Promissory Note of \\$62,000 from the CRA to the City of Wayne](#)

Background: After the credit for street payments (\$110k) and amount in receivables for the down payment incentives (\$128k), the CRA will need to pay \$62,000 to satisfy in full the \$300,000 loan from 2012-2013. The terms of this note are \$6,200 payments for 10 years at 0%.

11. [Action on Application and Certificate of Payment No. 10 in the amount of \\$208,562.00 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 Engineer.

12. [Resolution 2024-49: Approving Interlocal Agreement with the Village of Carroll regarding Dispatch/911 Services](#)

Background: The last time dispatch fees were increased for Carroll and Winside was in 2008 (\$1,520 per year) and before that was in 1998. Staff is recommending that the original Interlocal Agreement be amended to reflect an increase of \$3,000 per year for the 24/25 fiscal year, with an escalation of 4% thereafter for four more years.

13. [Resolution 2024-50: Approving Interlocal Agreement with the Village of Winside regarding Dispatch/911 Services](#)

14. [Resolution 2024-51: Amending Interlocal Agreement with the City of Laurel for Water/Wastewater Services](#)

Background: This interlocal agreement is being amended to provide for a monthly fee of \$250 per month and increasing the hourly rate to \$90 during regular business hours and \$180 for hours outside of regular business hours.

15. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
August 20, 2024**

The Wayne City Council met in regular session at City Hall on August 20, 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, and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. 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 Brodersen made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of August 6, 2024, 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:

APPROVED 8/6/24: OTTE CONSTRUCTION, SE, 206919.00; PHILIP CARKOSKI CONSTRUCTION, SE, 23826.57; TR HARRIS CONSTRUCTION, SE, 163305.00

VARIOUS FUNDS: AMERITAS, SE, 126.18; AMERITAS, SE, 72.00; AMERITAS, SE, 35.00; AMERITAS, SE, 184.72; APPEARA, SE, 52.80; BACKSTROM, VIRGINIA, RE, 155.00; BERNAL, GEORGINA, SE, 55.00; CAMPOS, ANNAM, SE, 55.00; CASEY ELECTRIC, SE, 1662.57; CITY OF NORFOLK, SE, 149.12; CITY OF WAYNE, PY, 139902.92; CITY OF WAYNE, RE, 234.75; COTTONWOOD WIND PROJECT, SE, 9696.00; FAITH REGIONAL PHYSICIAN SERV, SE, 120.00; FLOOR MAINTENANCE, SU, 519.36; FRAUENDORFER UNLIMITED, RE, 1000.00; HAWKINS, SU, 3477.92; HEATHER HEADLEY, RE, 50.00; HILAND DAIRY, SE, 190.41; HOEMAN, PAM, SE, 45.00; ICMA, SE, 1229.22; ICMA, SE, 803.82; ICMA, SE, 75.00; ICMA, SE, 138.72; ICMA, SE, 152.88; ICMA, SE, 10524.00; ICMA, SE, 130.76; ICMA, SE, 72.03; ICMA SE, 202.78; ICMA, SE, 39.80; ICMA, SE, 533.56; ICMA, SE, 72.03; IRS, TX, 5341.42; IRS, TX, 22839.10; IRS, TX, 14051.93; KTCH, SE, 168.00; MIDWEST ALARM SERVICES, SE, 420.30; NE DEPT OF REVENUE, TX, 6737.71; NE DEPT OF REVENUE-COMPLIANCE DIV, TX, 347.09; NORFOLK DAILY NEWS, SE, 47.00; PAC N SAVE, SU, 64.85; R PERRY CONSTRUCTION, RE, 1000.00; US FOODSERVICE, SU, 2870.87; WAYNE COMMUNITY THEATRE, RE, 150.00; WAYNE COUNTY COURT, RE, 477.50; WAYNE HERALD, SE, 1708.00; WAYNE HERALD, SE, 190.00; WAYNE VETERINARY CLINIC, SE, 336.00; WESCO, SU, 1521.54; WESCO, SU, 684.80; WILFORD, AMY, SE, -400.00; WILFORD, EMILY, SE, 400.00; WISNER WEST, SU, 57.37; AMERITAS, SE, 3603.24; BAKER & TAYLOR BOOKS, SU, 687.66; BIG RIVERS ELECTRIC CORPORATION, SE, 274989.44; BLACK HILLS ENERGY, SE, 481.51; CITY EMPLOYEE, RE, 1278.54; CITY EMPLOYEE, RE, 500.00; CITY EMPLOYEE, RE, 626.03; CITY EMPLOYEE, RE, 205.93; CITY OF WAYNE, RE, 134.25; DEMCO, SU, 2285.08; DGR & ASSOCIATES, SE, 50500.50; DODGE COUNTY COURT, RE, 382.00; DUNNING, CAROL, RE, 500.00; ELKINS PORTABLE RESTROOMS, SE, 500.00; FASTWYRE BROADBAND, SE, 1493.38; FRIENDS OF THE LIBRARY, RE, 150.00; GALE/CENGAGE LEARNING, SU, 106.56; HASEMANN FUNERAL HOME, RE, 150.00; HILAND DAIRY, SE, 125.20; INGRAM LIBRARY SERVICES, SU, 1404.16; KENNY, JOE, RE, 500.00; KURTZHAI, MICHAEL, RE, 200.00; LUTT, RANDY, RE, 75.00; MCDONALD, REGINA, RE, 500.00; MICHAEL TODD INDUSTRIAL SUPPLY, SU, 1330.81; MIDWEST TURF & IRRIGATION, SU, 42857.00; NE STATE VOLUNTEER FIREFIGHTERS ASSOC, SU, 4.00; NEBRASKA JOURNAL LEADER, SE, 102.48; NMPP ENERGY, SE, 1000.00; OLSSON, SE, 3750.00; O'REILLY AUTOMOTIVE STORES, SU, 268.33; OVERDRIVE, SU, 3565.98; PENRO CONSTRUCTION, SU, 2535.00; PEPSI COLA OF SIOUXLAND, SU, 67.60; R PERRY CONSTRUCTION, RE, 500.00; RANDOLPH PUBLIC SCHOOLS, RE, 400.00; TOM'S BODY & PAINT SHOP, SE, 241.75; US BANK, SU, 18602.77; WAYNE COUNTRY CLUB, SU, 4606.00; WAYNE COUNTY CLERK, SE, -36.00; WAYNE COUNTY COURT, RE, 382.00; WAYNE COUNTY COURT, RE, -382.00; WAYNE HERALD, SE, 589.33

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, 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.

Luke Virgil, Economic Development Director, on behalf of Sandy Brown, Wayne Green Team, was present requesting Council consideration to allowing the Green Team to close the westbound traffic on 3rd Street between Pearl and Lincoln Streets and change it to two lanes of eastbound traffic, only, for the Electronic Recycling Event to be held on Saturday, September 14, 2024, from 7:00 a.m. to noon. In addition, Ms. Brown was requesting that parking be prohibited on 3rd Street between Pearl and Lincoln Streets beginning on Friday, September 13, 2024. This is the 11th year for this event.

Councilmember Karsky made a motion, which was seconded by Councilmember Buck, approving the request of the Wayne Green Team to close the westbound traffic on 3rd Street between Pearl and Lincoln Streets and change it to two lanes of eastbound traffic, only, for the Electronic Recycling Event to be held on Saturday, September 14, 2024, from 7:00 a.m. to noon and that parking be prohibited on 3rd Street between Pearl and Lincoln Streets beginning on Friday, September 13, 2024. 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.

Mike Powicki, Director of Athletics at Wayne State College, was present requesting Council consideration to allowing them to have a fireworks display at the College after the "Family Day" football game on Saturday, September 14, 2024, with alternate dates of October 5 and 26, 2024.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving the request of Mike Powicki, Director of Athletics at Wayne State College, to have a fireworks display at the College after the "Family Day" football game on Saturday, September 14, 2024, with alternate dates of October 5 and 26, 2024, with the approval of the Fire Chief. 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.

Amy White, Director of Student Activities at Wayne State College, submitted a request to close Main Street, between 1st and 11th Streets, on Saturday, October 5, 2024, from 8:00 a.m. to 11:30 a.m. for the WSC Homecoming/Band Day Parade. This is an annual request.

Councilmember Brodersen introduced Resolution No. 2024-42 and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2024-42

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF TRANSPORTATIONS' REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

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.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the Contract for Services between the City of Wayne and the Board of Trustees of the Nebraska State Colleges – Wayne State College for the homecoming parade. 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.

Luke Virgil, Economic Development Director, on behalf of the Cruise Main in Wayne Committee, made a request to allow 5th Street, from Main Street to the alley, to be closed on Friday, September 20, 2024, from 4:00 p.m. until Midnight, for the final Cruise Main in Wayne event. Because it is the final cruise main event of the season, they would like to have a band playing that night. This date will be included in their special events policy. The band will play from 8:00 p.m. until 10:00 p.m.

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, approving the request of the Cruise Main in Wayne Committee to allow 5th Street, from Main Street to the alley, to be closed on Friday, September 20, 2024, from 4:00 p.m. until midnight, which is the final Cruise Main in Wayne event. 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.

In regard to the following Resolution which will approve the contract/company for the restroom/shower building at Prairie Park, Administrator Blecke stated this company, CXT, provides prices at Sourcewell contract prices. The size and scope of this building has changed from the beginning discussions. Staff feels this is an appropriate size and design to satisfy the public on “normal” days at Prairie Park and reduces the price by over \$100k. Funding for this project will come from sales tax, as well as LENRD commitments.

Lowell Heggemeyer, Parks and Recreation Director, reviewed the different options for this precast concrete restroom/shower building. Staff was recommending the Navajo model for \$297,962. This model has 4 different bathrooms and 4 different shower stalls. Everything is in one unit. To add stone around the building would add an additional \$7,000 to the cost. The building will come painted. There is a drinking fountain on the outside of the unit. The building will be heated and insulated.

After some discussion and looking at different options, Council consensus was to add the stone wall texture to the building, with the total price not to exceed \$315,000.

Councilmember Brodersen introduced Resolution No. 2024-44 and moved for its approval, Councilmember Karsky seconded.

RESOLUTION NO. 2024-44

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A PRECAST CONCRETE RESTROOM/SHOWER BUILDING (NAVAJO MODEL) FOR \$297,962 FROM CXT PRECAST CONCRETE PRODUCTS, AS PER THE BID PROPOSAL RECEIVED THROUGH THE SOURCEWELL COOPERATIVE PRICING PROGRAM, WITH THE TOTAL PRICE NOT TO EXCEED \$315,000.

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

Matthew Smith, Engineer with Olsson, reviewed Letter Agreement Amendment #7. This Agreement Amendment will add additional design and construction services to the project for an amount not to exceed \$34,000. Some of this work has already been completed. The additional services consist of the following:

Construction Design Services

- Design of Storm Sewer System North of Existing Ball Fields
- Parks & Rec Building Layout and Coordination
- Transformer and Lighting Layout and Coordination
- Lake to Dog Park Bike Trail Connection
- Lighting Plan Review & Layout

Construction Administration/Observation

- Additional Staking for Parks & Rec Building, Electrical, Bike Trail, & Curb/Gutter Tapers.
- Construction Services for Additional Items
- Lake to Existing Bike Trail Staking & Observation

Mr. Smith also updated Council on the project.

Councilmember Karsky introduced Resolution 2024-45, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2024-45

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #7 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE "WAYNE PRAIRIE PARK DEVELOPMENT PROJECT" – NOT TO EXCEED \$34,000.

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.

Paul Davis, Engineer with DGR Engineering, was present (via zoom) to review the three bids that were received for the electric power transformer for the “Northeast Substation Project.” He has reviewed the bids and is recommending the award go to Niagara Power Transformer Corporation for \$1,383,845.00. When evaluating transformer bids, the “Total Evaluation Price” is used to determine the best bid since it takes into account the losses the transformer will see over its entire lifespan. This is used to determine the most efficient and cost-effective transformer. The purchase price is what the Owner will pay for the transformer (plus or minus escalators). Staff anticipates there will be a positive escalation of some type from now until 2027 when the transformer is shipped.

Niagara’s delivery is the second quarter of 2027. He noted that all three transformers base their bids on price indexing, so the final price of Niagara will be determined eight weeks prior to shipment.

Councilmember Houser introduced Resolution No. 2024-43 and moved for its approval, Councilmember Webber seconded.

RESOLUTION NO. 2024-43

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE FURNISHING OF AN “ELECTRIC POWER TRANSFORMER — NORTHEAST SUBSTATION PROJECT” – NIAGARA POWER TRANSFORMER CORPORATION - \$1,383,845 PLUS ANY ESCALATORS.

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 Wayne Art Committee has been meeting and are ready to present a proposal to re-create the “Carlos Frey Mural” located at 313 Main Street. The proposal is from Reeder Airworks out of Erie CO for \$28,180. There was \$55,000 put into the 2023/2024 budget for art expenses.

Councilmember Bratcher stated he had serious concerns about spending this much money for a private building. He was not opposed to the idea, just putting the mural on a privately owned building.

Luke Virgil, Economic Development Director, suggested entering into an agreement with the property owner and to make this action contingent upon the approval of the private business owner. City Attorney Miller agreed.

After discussion, Councilmember Brodersen introduced Resolution No. 2024-46 and moved for its approval, contingent upon getting the approval of the owner and an agreement with the owner that the City of Wayne will own the panels, will have the right to remove the panels and is not responsible for the structural integrity of the installed panels on the building; Councilmember Muir seconded.

RESOLUTION NO. 2024-46

A RESOLUTION APPROVING THE PROPOSAL OF REEDER CREATIVES, LLC, D/B/A REEDER AIRWORKS, FOR THE RE-CREATION OF THE "CARLOS FREY MURAL" LOCATED AT 313 MAIN STREET - \$28,180.

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

Beth Porter, Finance Director, updated the Council on the valuations that were received. Valuations came in at 10.5% higher than last year. Staff had estimated a 6% increase. Therefore, staff put together three scenarios for Council to consider. They were:

- **Scenario 1** - The budgeted tax ask stays the same as presented at the budget workshop. This would decrease the overall levy to **0.399532**. *The City would need to participate in the joint hearing, aka the "pink postcard" meeting. An elected official has to present this to the public. Staff attended this meeting last year as the County had to participate.
- **Scenario 2** - The tax ask would go up while keeping the levy the same as what is in the draft proposed budget. The levy would be **.0415465**. This would add or increase \$53,028 to the proposed budget. This is still a decrease from last year's levy. *The City would need to participate in the joint hearing, aka the "pink postcard" meeting.
- **Scenario 3** - The tax ask would be lower than the draft budget request from the workshop amount by \$20,336. This lowers the levy to **.393959**. *The City would not need to participate in the joint hearing. Finance Director Porter has indicated the \$20,336 "shortfall" would be taken from budgeted reserves.

For reference purposes, the difference between Scenario 1 and Scenario 2, on a \$200,000 home, would be a difference of \$12.00 that the City would be receiving. The recommended amount to be in the General Fund reserve is \$1,000,000. We are projected next year to have \$683,000.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, to amend the levy to .393959 (Scenario 3). 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.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:09 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,127.56
AERZEN USA CORPORATION	AIR FILTER CARTRIDGES	750.28
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	112.16
AMERITAS LIFE INSURANCE	AMERITAS ROTH	184.72
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,565.02
ANDERSON, PEGGY	2024 POOL TRAINING REIMBURSEMENT	45.00
APPEARA	LINEN & MAT SERVICE	116.26
ARKFELD LOCK & SECURITY	SPRAY LUBRICANT/REPAIR WELLHOUSE DOORS	424.06
AXON ENTERPRISE, INC.	TASER CARTRIDGES	1,669.00
BC VOLLEYBALL	YOUTH VOLLEYBALL REGISTRATION	200.00
BEATTY, KELLI	2024 POOL TRAINING REIMBURSEMENT	100.00
BEIERMANN ELECTRIC	BLOWER MOTOR REPAIRS	1,857.96
BENSCOTER, LOUIS	BUILDING PERMIT DEPOSIT REFUND	1,000.00
BERNAL, GEORGINA	INTERPRETER SERVICES	55.00
BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY	BALLFIELD LIME	1,647.80
BLACK HILLS ENERGY	ABANDON/INSTALL SERVICE LINE FOR GENERATOR	2,114.43
BOMGAARS	DEHUMIDIFIER/PAINT/FASTENERS/TOOLS	1,430.40
BORDER STATES INDUSTRIES, INC	ELECTRIC STABILIZING CABINET	2,120.12
BSN SPORTS, INC	REFEREE FLAGS	98.30
CARHART LUMBER COMPANY	CABINET BAR/ADHESIVE/BATTERIES/WOOD	254.17
CARLSON WEST POVONDRA ARCHITECTS	CITY HALL/POLICE RELOCATION	2,636.67
CARPENTER PAPER COMPANY	PAPER TOWELS	818.92
CARROLL DISTRIBUTING	SAW BLADE/RED CHALK	509.81
CINTAS	FIRST AID SUPPLIES	218.57
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	108.95
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	756.17
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	148.55
CITY EMPLOYEE	VISION REIMBURSEMENT	483.60
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	10.78
CITY EMPLOYEE	VISION REIMBURSEMENT	105.90
CITY OF WAYNE	PAYROLL	146,599.94
CITY OF WAYNE	UTILITY REFUNDS	956.07
CORE & MAIN LP	3/4 IPEARL WATER METERS	2,648.40
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION/WSC INTERNET CHARGES	612.33
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	72.24
DEMCO INC	STICKERS	267.07
DORING, BRENT	SIDEWALK COSTSHARE	64.00
DUTTON-LAINSON COMPANY	WATER ERT METERS	4,761.40
EAKES OFFICE PLUS	POLICE COPY CHARGES/EGOLD FAX/PORTING FEE	290.60
ECHO GROUP INC JESCO	LIGHT BULBS	474.60

Vendor	Payable Description	Payment Total
ED M. FELD EQUIPMENT CO INC	PUMP TEST ON FIRE TRUCKS	1,100.00
ED M. FELD EQUIPMENT CO INC	TRUCK AIR PRESSURE TESTING/STRAINER/CONE/TUBING	2,784.19
FIRST CONCORD GROUP LLC	FLEX FEES-JULY & AUGUST	8,999.44
FLOOR MAINTENANCE	BOWLS/PLATES/LIDS/DETERGENT	543.80
GERHOLD CONCRETE CO INC.	PRAIRIE PARK CONCRETE	5,031.00
GERHOLD CONCRETE CO INC.	CONCRETE	4,318.28
GFOA	MEMBERSHIP RENEWAL	170.00
GILL, ASHLEY	FREEDOM PARK DEPOSIT REFUND	150.00
GROSSENBURG IMPLEMENT INC	GEAR CASE/PULLEY/V-BELT/BLADES	1,881.81
GROSSENBURG IMPLEMENT INC	BLACK HOSE	15.12
HAWKINS, INC	POOL CHEMICALS	4,187.42
HELENA AGRI-ENTERPRISES, LLC	PRAMITOL/ROUND UP	466.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	119.62
HOCHSTEIN, KIRK	FREEDOM PARK DEPOSIT REFUND	150.00
HOMETOWN LEASING	COPIER LEASES	456.78
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	39.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	202.78
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	72.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	130.76
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	533.56
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	10,573.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	72.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	138.72
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,229.22
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	152.88
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	803.82
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	75.00
IRS	FICA WITHHOLDING	42.54
IRS	FICA WITHHOLDING	23,655.32
IRS	FEDERAL WITHHOLDING	13,835.59
IRS	MEDICARE WITHHOLDING	5,532.22
IRS	MEDICARE WITHHOLDING	9.94
JEO CONSULTING GROUP	MASTER AGREEMENT/UV SYSTEM REPLACEMENT	1,808.56
JOHNSON FITNESS & WELLNESS	TREADMILL/ARM & LEG CURL MACHINES	8,401.51
JORGENSEN, HUNTER	ENERGY INCENTIVE	500.00
KELLY SUPPLY COMPANY	PIPE FITTING	20.35
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION/MONITORING FEE	403.29
MILLER LAW	ATTORNEY FEE	6,250.00
MUNICIPAL SUPPLY INC	INSTATITE FITTING/GRIP RING	483.78
NE DEPT OF REVENUE	STATE WITHHOLDING	6,661.78
NE DEPT OF REVENUE	STATE WITHHOLDING	5.93
NE DEPT OF REVENUE-COMPLIANCE DIV	PAYROLL DEDUCTION	347.09
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	1,382.90
NEBRASKA MAIN STREET NETWORK, INC.	MAIN STREET MEMBERSHIP/PROGRAM FEE	1,875.00

Vendor	Payable Description	Payment Total
NERC	NERC/MRO REGION ASSESSMENTS	1,176.67
NORTHEAST COMM COLLEGE	911 DISPATCHER BASIC TRAINING	400.00
NORTHEAST NE INS AGENCY INC	CYBER LIABILITY	3,937.87
NORTHEAST POWER	WHEELING CHARGES	29,233.54
NORTHWEST ELECTRIC LLC	BLOWER MOTOR	7,016.83
O'REILLY AUTOMOTIVE STORES, INC.	CONDUIT/TERMINAL RINGS/FUSE HOLDER	38.20
O'REILLY AUTOMOTIVE STORES, INC.	HOSE CLAMP	2.04
OVERDRIVE, INC.	AUDIO/E BOOKS	1,982.40
OVERHEAD DOOR	ADDED TENSION TO DOOR SPRINGS	105.50
PER MAR SECURITY SERVICES	FIRE ALARM INSTALLATION	4,265.42
PREMIER BIOTECH, INC.	RANDOM TESTING	288.72
R PERRY CONSTRUCTION INC	SITE PREPARATION/LAKE MATTING	4,077.19
RANDOLPH PUBLIC SCHOOLS	YOUTH VOLLEYBALL REGISTRATIONS	-400.00
RANDOLPH YOUTH VOLLEYBALL	YOUTH VOLLEYBALL REGISTRATION	100.00
RANDOLPH YOUTH VOLLEYBALL	YOUTH VOLLEYBALL REGISTRATIONS	400.00
RANDOLPH YOUTH VOLLEYBALL	YOUTH VOLLEYBALL REGISTRATION	100.00
ROBERT WOehler & SONS	CRUSHED CONCRETE	390.08
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	312.36
STAN HOUSTON EQUIPMENT CO	CLEAN/CALIBRATE TRANSIT LEVEL	228.00
STAPLES, INC	OFFICE SUPPLIES	571.39
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH-POSTAGE/DVD	104.32
SUDBECK UNDERGROUND	BORE CONDUIT	3,996.00
TOM'S BODY & PAINT SHOP	ROCKER MOLDING	42.00
TR HARRIS CONSTRUCTION INC	DISCHARGE BOX/KAYAK LAUNCH	16,150.00
TRI-STATE COMMUNICATIONS, INC.	PA/SPEAKERS	895.00
UTILITIES SECTION	BACKFLOW WORKSHOP	195.00
UTILITY EQUIPMENT CO	PIPE FITTING SADDLE	365.80
VERIZON WIRELESS SERVICES LLC	CELL PHONES	574.59
WAYNE AMERICA	AMBASSADOR VEST	38.00
WESCO DISTRIBUTION INC	BOX PADS/LIGHTING BOXES/CONNECTORS	5,103.90
WISNER WEST	FD GASOLINE	190.27
ZIMCO SUPPLY	FERTILIZER	345.00
	Grand Total:	379,719.78

Request For Proposal

City of Wayne, Nebraska

Introduction

The City of Wayne, NE (Wayne) is soliciting proposals for assistance with Southwest Power Pool (SPP) Market Participant duties, the purchasing of hourly energy to build energy portfolio (both market and behind the meter generation) and management of power plant generation resources. Proposals will be received by the City Clerk at 306 Pearl Street, Wayne Nebraska 68787 or email to betty@cityofwayne.org. Proposals will be received until 3:00 PM, October 4, 2024. Proposals received after the time and date established for receiving bids will be rejected. It is anticipated that the top 3 proposals will be invited to provide a presentation to the City Council in November/December. The City is hoping to complete the interview process and reach a final decision by January 1, 2025.

The City of Wayne, NE reserves the right to waive informalities and irregularities and to make awards on a proposal that will, in their opinion serve the best interests of the City, and also reserves the right to reject any and/or all proposals.

The current agreement with Big Rivers Electric Cooperative for Wholesale Provider and SPP Market Participant is ending December 31, 2026. Wayne's desire is to establish themselves as a new SPP Market Participant and allow for assistance, from a new company, to assist with SPP activity. Wayne is also anticipating to develop a new energy portfolio with possible fixed and variable resources with staggered long term agreements. Wayne maintains and operates a generation power plant that would provide capacity for resource adequacy requirements.

Wayne has a Summer 16.54 MW and Winter 12.847 MW peak demands with a three year average annual energy 69,081 MWH. Wayne has a Fixed WAPA Allocation with Peak Summer Demand 1.148 MW, Peak Winter Demand 1.374 MW and 9,709 MWH annual energy. Wayne has a Power Plant with eight (8) RICE diesel generators, Name Plate Rated 22 MW, that are registered for 20 MW with the SPP Market for Resource Adequacy. Wayne has a 2.38 MW ownership of the NextEra Energy Cottonwood Wind Facility in Webster County, Nebraska, capacity is being transferred to Northeast Power.

Assistance with SPP Market Participant duties

The following duties are not intended to be all inclusive in assisting Wayne with SPP Market Participant activities.

1. Submitting of application for participation in the Southwest Power Pool "SPP" Integrated Marketplace to register as a Market Participant in accordance with the

- market application and asset registration procedures as specified in the SPP Market Protocols.
2. Provide SPP Transmission Provider assistance for all data as defined in the Integrated Marketplace in accordance with the provisions of the Transmission Provider's Tariff and to satisfy all obligations under the terms and conditions of the Transmission Provider's Tariff and to satisfy all obligations under the terms and conditions of the Transmission Providers, as may be amended from time to time, and filed with the Commission.
 3. Establishing a new SPP balancing settlement location and node, current settlement location is combined with Northeast Power and the City of Wakefield, NE.
 4. SPP obligation to develop forecasts of its Retail Load, on a daily basis and schedule firm energy in Wayne's SPP account as Wayne's Agent.
 5. Interface, as Wayne's Agent with SPP for Wayne, through Wayne's Market Participant SPP Account, for monthly day ahead and real time market settlements and retail load billing in Wayne's SPP accounts.
 6. All steps necessary to meet Wayne's SPP Resource Adequacy requirements, including scheduling, on behalf of Wayne, power plant generation or other behind the meter generation and capacity purchases.
 7. Gathering and submitting all SPP Wayne Resource Adequacy data, including Wayne generation, purchase and sale agreements and other Resource Adequacy designated resources.
 8. Act as Agent for Wayne in scheduling Wayne Bilateral Transaction Scheduling (BSS) obligations for Wayne energy purchases at the relevant delivery points, within the timelines and pursuant to the relevant scheduling procedures and in accordance with SPP's Integrated Marketplace Protocols.
 9. Obtaining and submitting meter data to SPP, as needed. Also assist with submitting any revised meter data monthly based on data received from NPPD meters.
 10. Submitting annual Network Integration Transmission data to SPP and providing monthly 30, 60, and 120 day settlements.
 11. Provide ARR and TCR coordination with Analysis optimization and submission, annual auction nomination strategy and reporting, monthly auction path analysis. A cost share/benefit, to be coordinated, for any ARR paths still available during each applicable SPP ARR auctions.

Purchasing of Hourly Energy to Build Portfolio

The initial goal is to have an energy portfolio that allows for a hedge against SPP Market costs. This would provide for the purchasing of wholesale energy to be based on market costs and economic conditions and provide for a multi-year average cost with a

stable customer environment. A 4 MW ATC block of energy for 5-10 years is anticipated to be an initial purchase, if market costs and economic conditions are opportune. The Company shall state how a similar transaction would be considered, identify the steps necessary to complete the transaction and any additional costs that would be included. Also, provide how options would be evaluated for variable or on/off peak additions or behind the meter generation options could be added.

Management of Power Plant Generation Resources

Wayne maintains and operates a generation power plant with eight (8) RICE diesel generators for a 22 MW name plate capacity and registered 20 MW for SPP resource adequacy. A new power plant is also being considered for continued reliable service to be maintained. Company shall provide assistance and coordination of all SPP regulations and requirements, including the Resource Adequacy Workbook. Also, consideration for demand reduction or other ancillary programs that may be available.

Company and Personnel Qualifications

The company shall have experience in Market Participant duties and working with SPP to coordinate establishing a new settlement location, registering in the SPP Market Protocols and providing SPP Integrated Marketplace Transmission data. The company shall provide monthly and annual submitting of real time data, balancing settlements, resource adequacy, bilateral scheduling and NITS transactions.

Personnel Qualifications

1. Size of company, number of years in business and location of corporate/local office.
2. Number of City's assisted in last 5 years.
3. Company Experience.
4. Name of Main Contact for this project.
5. Name of Team Members responsible for work to be completed.

References

List of References for Market Participant assistance.

1. Name of City
2. Person of Contact
3. Telephone Number
4. Email or Contact

Timeline

Provide a proposed schedule with tasks and items to be completed for Wayne to be registered in the SPP Marketplace and transfer from BREC.

Estimated Costs

Provide an estimated monthly/annual cost to assist with Market Participant services.

Provide any other costs that would be included for assistance with transfer from BREC, purchasing of wholesale energy and assistance with SPP coordination of power generation facility.

Selection Procedure

Companies interested in providing service for this proposal must provide a written response to this Request for Proposal and deliver to City Clerk by 3:00 PM, October 4, 2024 or email to betty@cityofwayne.org. Subsequently, a selection committee will review all proposals and any additional information provided during the evaluation process, then determine which companies will be invited to participate in a formal selection interview with the City Council. Wayne will contact your designated representative if any follow up information is required. Company's shall submit eight (8) hard copies and one (1) electronic, of their proposal, for distribution to the selection committee.

Wayne may conduct any investigations necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of any company to perform the work.

After interviews are completed, the City Council will determine whom to complete the negotiation process and contract award. Company shall provide a proposed standard agreement to be reviewed by City and their Attorney.

If you have any further questions or comments, assistance with this proposal is being provided by David R. Peterson, P.E. with JEO Consulting Group, email dpeterson@jeo.com, cell number 402.750.4820. All clarifications will be provided by addendum.

Respectfully submitted,

Cale Giese

Mayor of Wayne

Attachment B

City of Wayne, NE
Energy Load Profile

Year	On-Peak (5x16)	On-Peak (2x16)	Off-Peak (7x8)	Monthly Total (7x24)	Annual Total
1/1/2021	2,922.1	1,379.1	1,746.6	6,047.8	
2/1/2021	3,227.4	1,134.0	1,835.7	6,197.0	
3/1/2021	2,990.4	810.9	1,466.5	5,267.8	
4/1/2021	2,845.2	793.1	1,345.7	4,984.0	
5/1/2021	2,453.3	1,145.3	1,297.5	4,896.1	
6/1/2021	3,641.7	1,064.3	1,571.2	6,277.2	
7/1/2021	3,511.4	1,401.4	1,663.3	6,576.1	
8/1/2021	3,954.5	1,276.2	1,762.1	6,992.8	
9/1/2021	3,169.6	1,189.1	1,467.7	5,826.4	
10/1/2021	2,751.3	1,046.8	1,360.5	5,158.6	
11/1/2021	2,753.6	963.6	1,451.0	5,168.2	
12/1/2021	2,886.8	1,189.5	1,681.4	5,757.8	69,149.8
1/1/2022	3,302.3	1,328.7	1,922.2	6,553.1	
2/1/2022	3,108.1	1,068.3	1,726.5	5,902.9	
3/1/2022	3,115.9	900.0	1,589.6	5,605.6	
4/1/2022	2,701.2	911.7	1,387.7	5,000.6	
5/1/2022	2,673.6	1,001.1	1,334.9	5,009.6	
6/1/2022	3,445.6	1,083.4	1,563.5	6,092.4	
7/1/2022	3,412.2	1,607.0	1,749.7	6,768.9	
8/1/2022	3,948.9	1,128.2	1,708.8	6,786.0	
9/1/2022	3,150.1	1,134.9	1,455.5	5,740.5	
10/1/2022	2,657.1	1,069.5	1,372.6	5,099.1	
11/1/2022	2,889.1	991.6	1,553.5	5,434.2	
12/1/2022	3,243.5	1,196.4	1,864.8	6,304.7	70,297.5
1/1/2023	3,214.1	1,306.3	1,855.9	6,376.4	
2/1/2023	3,136.8	1,047.7	1,739.0	5,923.4	
3/1/2023	3,028.8	856.6	1,520.6	5,406.0	
4/1/2023	2,517.8	995.3	1,339.8	4,852.9	
5/1/2023	2,684.0	894.6	1,299.2	4,877.8	
6/1/2023	3,537.2	1,092.3	1,567.0	6,196.6	
7/1/2023	3,406.6	1,607.9	1,709.1	6,723.5	
8/1/2023	4,036.4	1,141.7	1,730.9	6,909.0	
9/1/2023	2,954.5	1,248.9	1,427.4	5,630.8	
10/1/2023	2,868.7	959.2	1,387.2	5,215.1	
11/1/2023	2,811.7	975.7	1,490.4	5,277.8	
12/1/2023	2,869.1	1,308.1	1,739.2	5,916.4	69,305.7

Attachment A
City of Wayne, NE
Capacity Requirement Forecast (kW)
7/3/2024

	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032
I. Load Requirements											
Existing Load Summer (1) (2)	15,178	16,540	16,557	16,573	16,590	16,606	16,623	16,639	16,656	16,673	16,689
Existing Load Winter (1) (2)	12,454	12,847	12,679	12,860	12,873	12,886	12,898	12,911	12,924	12,937	12,950

Incremental Load	-	-	-	-	-	-	-	-	-	-	-
New Customer #1 Summer	-	-	-	-	-	-	-	-	-	-	-
New Customer #1 Winter	-	-	-	-	-	-	-	-	-	-	-
Total Incremental Load Summer	-	-	-	-	-	-	-	-	-	-	-
Total Incremental Load Winter	-	-	-	-	-	-	-	-	-	-	-
Total Demand Summer	15,178	16,540	16,557	16,573	16,590	16,606	16,623	16,639	16,656	16,673	16,689
Total Demand Winter	12,454	12,847	12,679	12,860	12,873	12,886	12,898	12,911	12,924	12,937	12,950
Capacity Growth (%)	8.2%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Capacity Growth (%)	3.1%	-1.3%	1.4%	1.4%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%

Less Wayne WAPA Peak Summer Contract (3)	1,148	1,148	1,148	1,148	1,148	1,148	1,148	1,148	1,148	1,148	1,148
Less Wayne WAPA Peak Winter Contract (3)	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374	1,374
Less Wayne State College WAPA Peak Summer Contract (3)	186	186	186	186	186	186	186	186	186	186	186
Less Wayne State College WAPA Peak Winter Contract (3)	305	305	305	305	305	305	305	305	305	305	305
Net Peak Demand Summer - Firm	15,178	15,206	15,223	15,239	15,256	15,272	15,289	15,305	15,322	15,339	15,355
Net Peak Demand Winter - Firm	12,454	11,168	11,000	11,181	11,194	11,207	11,219	11,232	11,245	11,258	11,271
Required Reserve Margin Summer (16.0%)(7) - Deliverable	2,277	2,281	2,283	2,286	2,288	2,444	2,446	2,449	2,452	2,454	2,457
Required Reserve Margin Winter (33.0%)(7) - Deliverable					3,698	3,702	3,702	3,707	3,711	3,715	3,719
Total Requirements Summer	17,455	17,487	17,506	17,525	17,544	17,716	17,735	17,754	17,774	17,793	17,812
Total Requirements Winter					14,905	14,905	14,922	14,939	14,956	14,973	14,991

II. Supply Resources											
Firm Capacity											
Wayne Power Plant Summer	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Wayne Power Plant Winter											
Wayne - NextEra Cottonwood Summer 2019-End of Contract unless 1 year notice is provided											
Wayne - NextEra Cottonwood Winter 2019-End of Contract unless 1 year notice is provided											
Future Needs Summer											
Future Needs Winter											
Total Firm Capacity Summer	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Total Firm Capacity Winter											

Deliverable Capacity											
Future Needs Summer											
Future Needs Winter											
Total Deliverable Capacity Summer											
Total Deliverable Capacity Winter											

III. Supply/Demand Balance											
Expected Case Summer Firm & Deliverable (5)	2,545	2,513	2,494	2,475	2,456	2,284	2,265	2,246	2,226	2,207	2,188
Expected Case Winter Firm & Deliverable (5)						5,095	5,078	5,061	5,044	5,027	5,009

- Notes:
- 2020-2023 SPP Resource Adequacy Requirement Ten Year Forecast Overview - Summer Season June 1st through September 30th, Winter Season December 1st through March 31st
 - 2024-2029 is the net peak demand forecast increased at 0.1% per year for normal growth
 - WAPA Fixed Capacity Contract - Peak Summer (Jun-Sept), Peak Winter (Dec-Mar)
 - Total Wind Capacity 2.38 MW, not available, provided to Northeast Power
 - Capacity Reserve increase to 15% in 2023, Anticipated Increase 16% Summer, 33% Winter 2026, Firm Capacity Used for Deliverable

RESOLUTION NO. 2024-47

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (PUBLIC WORKS).

WHEREAS, the City of Wayne Nebraska, is an eligible unit of a general local government authorized to file an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG); and

WHEREAS, this grant is available to local governments for community/economic development activities; and

WHEREAS, the City of Wayne is requesting \$480,000 for the Prairie Park project, of which \$450,000 will be used for project activities, \$5,000 for construction management, and \$25,000 for general administration of the grant. The Prairie Park project is at 111 Dearborn Street, located in southeast Wayne, approximately .3 miles east off Highway 15 on Fairground Avenue. Prairie Park is being developed in phases across 30 acres of the City's decommissioned sanitary sewage lagoon site. This phase will focus on an amphitheater/shelter house (ADA accessible); playground/exercise area & equipment (ADA accessible); parking and camper pad paving (ADA accessible); and sidewalk/trail paving (ADA accessible). The total project budget is \$615,000 with \$480,000 CDBG grant funds and local matching funds of \$135,000 from the City of Wayne. All funds will benefit low-to-moderate income clientele (LMC) through the removal of architectural barriers; no persons are anticipated to be displaced as a result of CDBG activities, however the City will follow its plans for assisting persons actually displaced.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Wayne and the Nebraska Department of Economic Development for said grant application.

PASSED AND APPROVED this 3rd day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____

Council President

ATTEST:

City Clerk

RESOLUTION NO. 2024-48

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND THE COMMUNITY REDEVELOPMENT AUTHORITY.

WHEREAS, the City of Wayne ("City") is desirous of entering into a Memorandum of Understanding with the Community Redevelopment Authority ("CRA"), which describes/outlines and constitutes a general agreement amongst the parties concerning the \$300,000 loaned to the CRA for housing construction incentives; and

WHEREAS, a copy of said Memorandum of Understanding 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 Memorandum of Understanding between the City and the CRA is hereby approved, and the Mayor/Council President is hereby authorized to execute the same on behalf of the City.

PASSED AND APPROVED this 3rd day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

WHEREAS, in 2012, the City of Wayne, Nebraska (City) lent \$160,000.00 from City's electric fund to the Community Development Agency (CDA), for a new housing construction incentive program created and approved by City Council; and

WHEREAS, in 2013, due to demand for new construction, City lent an additional \$140,000.00 to CDA from City's electric fund for the same new construction incentive program; and

WHEREAS, in 2014, city council changed the CDA structure to a Community Redevelopment Authority (CRA), and CRA assumed all debts and liabilities of CDA; and

WHEREAS, from 2014 through 2016, CRA paid City \$110,000.00 for street improvements in the Western Ridge subdivision located within the City of Wayne, Nebraska; and

WHEREAS, from April of 2014 through August of 2024, CRA lent new housing construction funds to homeowners, and the current outstanding balance of receivables owed to the CRA is \$128,000.

THEREFORE, City and CRA agree as follows:

1. The total loan amount from City to CDA (now CRA) in 2012 was \$300,000.00;
2. City shall credit CRA with \$110,000.00 paid to City for street improvements in the Western Ridge subdivision;
3. CRA will execute a Promissory Note in the amount of \$128,000.00, with terms of 0% interest, with repayment of construction loans to City as loans are satisfied with CRA;
4. CRA will execute a Promissory Note in the amount of \$62,000.00, with terms of 0% interest, and annual payments commencing August 1, 2025, and the first day of August thereafter.

Jill Brodersen, Council President, o/b/o
the City of Wayne, Nebraska

Jill Brodersen, Chairperson, o/b/o the
Community Redevelopment Authority of the
City of Wayne, Nebraska

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 3rd day of September, 2024,
by Jill Brodersen, Council President.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 27th day of August, 2024,
by Jill Brodersen, Chairperson.

Notary Public

PROMISSORY NOTE

\$128,000.00

Wayne, Nebraska
August 27, 2024

For value received, the undersigned, Community Redevelopment Authority of the City of Wayne, Nebraska (CRA), promises to pay to the order of the City of Wayne, Nebraska (City), the principal sum of up to \$128,000.00, with interest at the rate of 0.00% per annum, with said sum to be payable as follows:

The sum of \$128,000.00, or the balance of the loan, due and payable on August 31, 2034. City loaned to CRA money for CRA to utilize for a Down-Payment Assistance (DPA) Program for new construction, whereby CRA would loan \$10,000 to home-builders, at 0% interest, for ten (10) years. As participants repay the DPA loan, CRA shall forward those payments to City for repayment of this Note. All payments of principal and interest shall be paid to P.O. Box 8, Wayne, Nebraska, 68787-0008, or at such other place as the legal holder hereof may designate in writing.

If payment is not made when due, or maker fails to perform any of the conditions of the loan agreement signed of even date, then this note shall be in default, and if such default is not cured within thirty days after receipt by CRA of written notice thereof from holder, the parties to this Note shall attempt to come to an agreement on the balance of the same, and determine repayment plans for the balance.

CRA agrees the purpose of the loan is for the CRA to lend the money to home builders within the City of Wayne, to assist with the down payment for new construction, and will be utilized for said purpose.

This note and all provisions are binding on CRA, its successors and assigns.

Jill Brodersen, Council President, o/b/o
the City of Wayne, Nebraska

Jill Brodersen, Chairperson, o/b/o the
Community Redevelopment Authority of the
City of Wayne, Nebraska

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 3rd day of September, 2024, by Jill Brodersen, Council President.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 27th day of August, 2024, by Jill Brodersen, Chairperson.

Notary Public

PROMISSORY NOTE

\$62,000.00

Wayne, Nebraska
August 27, 2024

For value received, the undersigned, Community Redevelopment Authority of the City of Wayne, Nebraska (CRA), promises to pay to the order of the City of Wayne, Nebraska (City), the principal sum of up to \$62,000.00, with interest at the rate of 0.00% per annum, with said sum to payable as follows:

The sum of \$62,000.00, due and payable on August 31, 2034. CRA shall make annual payments in the amount of \$6,200.00, with the first payment due and payable on August 31, 2025, and a like payment due August 31 of each year thereafter, until the loan is paid in full. All payments shall be paid to City of Wayne, P.O. Box 8, Wayne, Nebraska, 68787-0008, or at such other place as the legal holder hereof may designate in writing.

If payment is not made when due, or maker fails to perform any of the conditions of the loan agreement signed of even date, then this note shall be in default, and if such default is not cured within thirty days after receipt by CRA of written notice thereof from holder, the parties to this Note shall attempt to come to an agreement on the balance of the same, and determine repayment plans for the balance.

This note and all provisions are binding on CRA, its successors and assigns.

Jill Brodersen, Council President, o/b/o
the City of Wayne, Nebraska

Jill Brodersen, Chairperson, o/b/o the
Community Redevelopment Authority of the
City of Wayne, Nebraska

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 3rd day of September, 2024, by Jill Brodersen, Council President.

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

Notary Public

The foregoing instrument was acknowledged before me on this 27th day of August, 2024, by Jill Brodersen, Chairperson.

Notary Public

G702

Application and Certificate for Payment

To Owner: **Project:**
 City of Wayne Wayne City Hall & Police Relocation
 306 Pearl Street 513 Main Street
 Wayne, NE 68787 Wayne, NE 68787

From Contractor: **Via Architect:**
 Otte Construction Company, LLC Carlson West Povondra Architects
 521 Centennial Rd. 5060 Dodge Street
 Wayne, NE 68787 Omaha, NE 68132

Application No: 10 **Distribution To:**
Period To: 8/26/2024 Owner
Contract For: General Architect
Contract Date: 10/17/2023 Contractor

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)	\$ 2,295,352.00
5. RETAINAGE:	
a. 10% of Completed Work (Columns D + E on G703)	\$ 224,665.00
b. 10% of Stored Material (Column F on G703)	\$ 4,870.00
Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703)	\$ 229,535.00
6. TOTAL EARNED LESS RETAINAGE	\$ 2,065,817.00
(Line 4 minus Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 1,857,255.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 208,562.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 2,247,347.00

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

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:** 8/26/24
 State of: Nebraska
 County of: Wayne
 Subscribed and sworn to before me this 26 day of August 2024
 County of: Wayne
 Notary Public: *[Signature]*
 My commission expires:



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: *[Signature]* **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.

APPLICATION NUMBER: 10
 APPLICATION DATE: 8/26/2024
 PERIOD TO: 8/26/2024
 ARCHITECTS PROJECT NO: CWPA 23115

G703

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	4,230	35,796	0	4,230	0	40,026	33,194	4003
2	Bonds & Insurance	40,960	0	40,960	0	0	0	40,960	0	4096
3	Submittal Exchange Allowance	8,500	0	7,920	0	0	0	7,920	580	792
4	Site Demo & Earthwork	192,030	11,870	110,893	0	11,870	0	122,763	69,267	12276
5	Building Demolition & Infills	76,490	2,230	71,530	0	2,230	0	73,760	2,730	7376
6	Concrete Figs, Slabs, Walls, Steps	190,410	14,243	176,167	0	14,243	0	190,410	0	19041
7	Waterproofing, Drainage, & Backfilling	23,470	874	22,796	0	874	0	23,470	0	2347
8	Structural Steel & Erection	106,250	0	87,288	0	0	0	87,288	18,962	8729
9	Precast Hollowcore	15,540	0	15,540	0	0	0	15,540	0	1554
10	Rough Carpentry & Sheathing	27,470	0	27,470	0	0	0	27,470	0	2747
11	TPO Roofing & Sheetmetal	65,030	0	57,313	0	0	0	57,313	7,717	5731
12	Roof Specialties	8,270	2,160	6,110	0	2,160	0	8,270	0	827
13	Doors, Frames, & Hardware	183,840	11,853	74,987	0	11,853	0	86,840	97,100	8684
14	Aluminum Entrance, Windows, & Glazing	96,260	0	0	0	0	0	0	96,250	0
15	Metal Studs, Insulation, Drywall, Ballistic Panels	381,830	19,982	354,936	0	19,982	0	374,928	6,902	37493
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	66,290	4870
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	0	407	0	0	0	407	17,813	41
28	Roller Shades	3,330	0	0	0	0	0	0	3,330	0

APPLICATION NUMBER: 10
 APPLICATION DATE: 8/26/2024
 PERIOD TO: 8/26/2024
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G703

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)	% (GC)					
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	1,000	1,000	0	1,000	5,500	100
32	Plumbing & HVAC	352,970	264,595	20,821	20,821	0	285,416	67,554	28542
33	Electrical	642,750	404,026	78,783	78,783	0	482,809	159,941	48281
33a	Fire Alarm	20,000	6,000	0	0	0	6,000	14,000	600
33b	Emergency Generator	63,000	50,400	0	0	0	50,400	12,600	5040
33c	Switchgear	113,000	84,750	5,650	5,650	0	90,400	22,600	9040
33d	Audio, Visual, & Access Control	310,000	62,000	0	0	0	62,000	248,000	6200
33e	Data & Communications	149,000	74,500	7,450	7,450	0	81,950	67,050	8195
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	27,233	2,079	2,079	0	29,312	20,688	2931
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	2,063,617	183,036	48,700	2,295,352	53%	2,017,812	229535

RESOLUTION NO. 2024-49

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE VILLAGE OF CARROLL FOR DISPATCH/911 SERVICES.

WHEREAS, the City of Wayne operates a dispatch/911 service center; and

WHEREAS, the Village of Carroll desires to use the dispatch/911 services of the City of Wayne.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that subject to the terms and conditions, covenants, and agreements contained in the attached Interlocal Agreement, which is hereby approved and made a part hereof, the City of Wayne will provide dispatch/911 services to Carroll.

PASSED AND APPROVED this 3rd day of September, 2024,

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
FOR DISPATCH SERVICE**

This Agreement is made and entered into by and between the City of Wayne, Nebraska, hereinafter referred to as City, and the Village of Carroll, Nebraska, hereinafter referred to as Village.

WHEREAS, City presently maintains and operates a dispatch center in conjunction with its police and fire services on a 24-hour a day basis and is willing to perform dispatch functions for surrounding communities; and

WHEREAS, Village is desirous of entering into an Agreement whereby City provides dispatch services for Village; and

WHEREAS, it is in the best interests of the taxpayers of the City and the Village to enter into an agreement whereby City would provide dispatch services to Village so that both communities are not required to maintain a 24-hour a day dispatch center in conjunction with its police and fire services; and

WHEREAS, the parties acknowledge that City is, as part of its ongoing capital improvement program, contemplating the possibility of upgrading its radio dispatch system. The parties further acknowledge that such an upgrade, if accomplished during the term of this Agreement, may have ramifications for this Dispatch Agreement; and

WHEREAS, City and Village are desirous of entering into an Agreement for City to provide Village with dispatch services pursuant to the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. Section 13-801 to 13-827 [reissued 1997]), and as the same may from time to time be amended, for the purposes of describing the terms and conditions under which City will provide dispatch services for Village,

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, and pursuant to the authority granted to municipal subdivisions under Nebraska Revised Statutes Section 13-804, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall be for a period of five (5) years from the date of execution of this Agreement and shall automatically renew for an additional five-year period unless terminated by either party as provided herein.
2. **Services.** The City hereby agrees to dispatch for Village all fire, ambulance, and 911 calls for service and non-emergency calls for service that may be received, and further the parties hereto agree that all calls for services received by City shall be prioritized pursuant to the City Standard Operating Procedures, and no preference shall be given to calls originating either from City or Village based solely on the place of origin of any call.

3. **Compensation.** The parties agree that Village will provide financial support to City as follows:

Year 1		2024/2025	\$3,000.00 (\$250.00/mo)
Year 2	4%	2025/2026	\$3,120.00 (\$260.00/mo)
Year 3	4%	2026/2027	\$3,244.80 (\$270.40/mo)
Year 4	4%	2027/2028	\$3,374.52 (\$281.21/mo)
Year 5	4%	2028/2028	\$3,509.52 (\$292.46/mo)

4. The parties agree that said yearly fee is subject to review in each January of the term of this Agreement. After each review, City may notify Village of an intent to change fee. No change of fee will be implemented prior to October 1 of any year of this Agreement. In addition, the parties expressly agree that in the event City upgrades its radio dispatch system, that upon notice from City to Village, said monthly fees shall be renegotiated.
5. **Termination.** The parties agree that this Agreement may be terminated either by mutual agreement of the parties, or by either party giving six months' prior written notice to the other party of their intention to terminate the Agreement. At the end of the initial five-year term of this Agreement, it shall automatically renew for an additional five-year period unless six months' prior written notice of intent to terminate is given prior to the renewal date.
6. **Disposal of Property Upon Termination.** The parties hereto expressly agree that any radio dispatching equipment purchased by City during the term of this Agreement shall continue to be owned and retained by City upon termination of this agreement in the manner provided herein. Any and all other real and personal property purchased by City and using funds received as a result of this Agreement, shall also continue to be owned and retained by City upon termination of this Agreements provided herein.
7. **911 Surcharge Fee.** The parties expressly agree that Village shall be a custodian on behalf of the City for any balance of 911 surcharge funds the Village has received since inception of said surcharge, and that Village shall continue to serve as custodian for any and all 911 surcharge fees received in the future by Village. Village expressly agrees to transfer said funds to City upon receipt of a billing statement for their share of any radio dispatch system or 911-related improvements. The parties further agree that said 911 surcharge fees shall not reduce said monthly dispatching fees and further that City agrees that any and all 911 surcharge fees shall be used for the purchase, installation, maintenance and operation of telecommunications equipment and telecommunications-related services required for the provision of 911 service. The Village shall be provided an accounting of said 911 surcharge fees transferred to City on an annual basis upon request by Village. Any costs associated with said accounting shall be borne by the party requesting the same.
8. **Governing Board.** The parties hereto agree that there shall be no separate legal board or entity created pursuant to this Agreement, but that City shall be responsible for administration of this Agreement and of establishing, and maintaining a budget. Each of the parties agree that they will be separately responsible for the manner of levying, collecting, and accounting for any tax authorized under Section 13-318 to 13-326 of the Nebraska Revised Statutes (reissued 1997).
9. **Indemnification and Hold Harmless.** The Village hereby agrees to indemnify and hold City harmless from any errors or omissions of Village related to this Agreement, and City hereby agrees to indemnify and hold Village harmless from any and all claims against Village that result from any errors or omissions of City in performing dispatching functions provided pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in duplicate this 3rd day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

VILLAGE OF CARROLL, NEBRASKA,

By _____
Chair

ATTEST:

Village Clerk

RESOLUTION NO. 2024-50

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE VILLAGE OF WINSIDE FOR DISPATCH/911 SERVICES.

WHEREAS, the City of Wayne operates a dispatch/911 service center; and

WHEREAS, the Village of Winside desires to use the dispatch/911 services of the City of Wayne.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that subject to the terms and conditions, covenants, and agreements contained in the attached Interlocal Agreement, which is hereby approved and made a part hereof, the City of Wayne will provide dispatch/911 services to Winside.

PASSED AND APPROVED this 3rd day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

INTERLOCAL AGREEMENT FOR DISPATCH SERVICE

This Agreement is made and entered into by and between the City of Wayne, Nebraska, hereinafter referred to as City, and the Village of Winside, Nebraska, hereinafter referred to as Village.

WHEREAS, City presently maintains and operates a dispatch center in conjunction with its police and fire services on a 24-hour a day basis and is willing to perform dispatch functions for surrounding communities; and

WHEREAS, Village is desirous of entering into an Agreement whereby City provides dispatch services for Village; and

WHEREAS, it is in the best interests of the taxpayers of the City and the Village to enter into an agreement whereby City would provide dispatch services to Village so that both communities are not required to maintain a 24-hour a day dispatch center in conjunction with its police and fire services; and

WHEREAS, the parties acknowledge that City is, as part of its ongoing capital improvement program, contemplating the possibility of upgrading its radio dispatch system. The parties further acknowledge that such an upgrade, if accomplished during the term of this Agreement, may have ramifications for this Dispatch Agreement; and

WHEREAS, City and Village are desirous of entering into an Agreement for City to provide Village with dispatch services pursuant to the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. Section 13-801 to 13-827 [reissued 1997]), and as the same may from time to time be amended, for the purposes of describing the terms and conditions under which City will provide dispatch services for Village,

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, and pursuant to the authority granted to municipal subdivisions under Nebraska Revised Statutes Section 13-804, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall be for a period of five (5) years from the date of execution of this Agreement and shall automatically renew for an additional five-year period unless terminated by either party as provided herein.
2. **Services.** The City hereby agrees to dispatch for Village all fire, ambulance, and 911 calls for service and non-emergency calls for service that may be received, and further the parties hereto agree that all calls for services received by City shall be prioritized pursuant to the City Standard Operating Procedures, and no preference shall be given to calls originating either from City or Village based solely on the place of origin of any call.

3. **Compensation.** The parties agree that Village will provide financial support to City as follows:

Year 1		2024/2025	\$3,000.00 (\$250.00/mo)
Year 2	4%	2025/2026	\$3,120.00 (\$260.00/mo)
Year 3	4%	2026/2027	\$3,244.80 (\$270.40/mo)
Year 4	4%	2027/2028	\$3,374.52 (\$281.21/mo)
Year 5	4%	2028/2028	\$3,509.52 (\$292.46/mo)

4. The parties agree that said yearly fee is subject to review in each January of the term of this Agreement. After each review, City may notify Village of an intent to change fee. No change of fee will be implemented prior to October 1 of any year of this Agreement. In addition, the parties expressly agree that in the event City upgrades its radio dispatch system, that upon notice from City to Village, said monthly fees shall be renegotiated.
5. **Termination.** The parties agree that this Agreement may be terminated either by mutual agreement of the parties, or by either party giving six months' prior written notice to the other party of their intention to terminate the Agreement. At the end of the initial five-year term of this Agreement, it shall automatically renew for an additional five-year period unless six months' prior written notice of intent to terminate is given prior to the renewal date.
6. **Disposal of Property Upon Termination.** The parties hereto expressly agree that any radio dispatching equipment purchased by City during the term of this Agreement shall continue to be owned and retained by City upon termination of this agreement in the manner provided herein. Any and all other real and personal property purchased by City and using funds received as a result of this Agreement, shall also continue to be owned and retained by City upon termination of this Agreements provided herein.
7. **911 Surcharge Fee.** The parties expressly agree that Village shall be a custodian on behalf of the City for any balance of 911 surcharge funds the Village has received since inception of said surcharge, and that Village shall continue to serve as custodian for any and all 911 surcharge fees received in the future by Village. Village expressly agrees to transfer said funds to City upon receipt of a billing statement for their share of any radio dispatch system or 911-related improvements. The parties further agree that said 911 surcharge fees shall not reduce said monthly dispatching fees and further that City agrees that any and all 911 surcharge fees shall be used for the purchase, installation, maintenance and operation of telecommunications equipment and telecommunications-related services required for the provision of 911 service. The Village shall be provided an accounting of said 911 surcharge fees transferred to City on an annual basis upon request by Village. Any costs associated with said accounting shall be borne by the party requesting the same.
8. **Governing Board.** The parties hereto agree that there shall be no separate legal board or entity created pursuant to this Agreement, but that City shall be responsible for administration of this Agreement and of establishing, and maintaining a budget. Each of the parties agree that they will be separately responsible for the manner of levying, collecting, and accounting for any tax authorized under Section 13-318 to 13-326 of the Nebraska Revised Statutes (reissued 1997).

9. **Indemnification and Hold Harmless.** The Village hereby agrees to indemnify and hold City harmless from any errors or omissions of Village related to this Agreement, and City hereby agrees to indemnify and hold Village harmless from any and all claims against Village that result from any errors or omissions of City in performing dispatching functions provided pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in duplicate this 3rd day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

VILLAGE OF WINSIDE, NEBRASKA,

By _____
Chair

ATTEST:

Village Clerk

RESOLUTION NO. 2024-51

A RESOLUTION AMENDING THE INTERLOCAL AGREEMENT WITH THE 2ND CLASS CITY OF LAUREL, NEBRASKA, FOR WATER/WASTEWATER SERVICES.

WHEREAS, the City of Wayne, Nebraska, has been providing water/wastewater services to the 2nd Class City of Laurel, since March 5, 2024; and

WHEREAS, said Interlocal Agreement was last amended on June 4, 2024; and

WHEREAS, the City of Wayne is agreeable to extending said Interlocal Agreement for 90 days, with the amendments reflected in red on Exhibit "A" attached thereto.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the amended Interlocal Agreement with the 2nd Class City of Laurel, Nebraska, a copy of which is attached hereto and incorporated herein by reference, be approved as written, and the Mayor and/or Council President is authorized and directed to execute said Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this 3rd day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

**INTERLOCAL COOPERATION AGREEMENT TO JOINTLY OPERATE
THE MUNICIPAL WATER SYSTEM OF THE CITY OF LAUREL**

THIS AGREEMENT is made and entered into by and between the City of Wayne, Nebraska, hereinafter referred to as "Wayne," and the City of Laurel, Nebraska, hereinafter referred to as "Laurel," each being a Municipal Corporation in the State of Nebraska.

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

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

WHEREAS, Sections 13-801 et seq. Reissue Revised Statutes of Nebraska, 1943, as amended, the Interlocal Cooperation Act, allows interlocal agreements between governmental entities; and

WHEREAS, these governmental entities do agree that the solution to this problem lies in cooperative action.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and each of the parties intending to be bound hereby, it is agreed as follows:

1. Wayne will provide qualified personnel that are certified at the required level by the Nebraska Department of Environment and Energy (NDEE) in the operation of the Laurel Water and Wastewater Systems as needed. Wayne will provide services upon the request of the City of Laurel for the Laurel Municipal Water System and/or Wastewater System in compliance with State regulations. Laurel, by and through its utility billing staff, will provide available information about the Laurel municipal water system, including available historical data and necessary access for authorized Wayne certified personnel to perform the services outlined in this Agreement.
2. Laurel agrees to comply with all Federal and State regulations, including, but not limited to, NDEE for public water and wastewater systems. Laurel agrees to indemnify and hold harmless Wayne so as to not jeopardize the license of any authorized personnel by complying with any and all Federal and State regulations.
3. Wayne will perform water and wastewater services for Laurel. These services will apply to all aspects of the operation of Laurel's Water and Wastewater Systems, except that it will not be construed to include work on privately owned equipment or services normally provided by a private contractor. Materials and supplies will be furnished by Laurel, except that existing Wayne inventories may be used if materials are not readily available in Laurel's inventory. Labor, transportation, equipment, material, and supplies will be billed in accordance with **Exhibit A** of this Agreement, as the same is revised by Wayne at its sole discretion from time to time. Charges shall include travel time to and from Laurel. The total charge to Laurel by Wayne for equipment and services will be billed at cost on a time, mileage, and materials basis. A detailed statement of cost will be provided with each billing for services.

4. At any time this Agreement is in effect, any duties, operations, service, maintenance, and other work responsibilities of the employees of Wayne shall give priority to Wayne. Both parties understand this may result in a delay or inability to perform a service or function for Laurel. Laurel agrees to hold Wayne harmless for any damages resulting under this provision. Wayne shall have the final decision on any service requested by Laurel.
5. The term of this agreement will be effective commencing upon the passage and approval by the parties hereto and be in effect for six months, with an option for Laurel to extend the contract for two additional six-month terms. At any time this Agreement is in place, either Laurel or Wayne may terminate this agreement by giving fifteen (15) days written notice to the other party. Any notice to terminate shall be addressed to the City Administrator of the City of Wayne and to the Mayor of the City of Laurel. Email shall be sufficient notice of intent to terminate the agreement. If this Agreement extends beyond six months, Wayne shall have the sole discretion to increase and or determine the fees paid by Laurel, outlined in Exhibit A.
6. Laurel agrees at all times during the term of this Agreement, including any extended term, to have in force with a company authorized to issue such insurance in the State of Nebraska, General Liability Insurance with limits of \$5,000,000 combined single limit bodily injury and property damage per occurrence with specific contractual coverage insuring the hereinafter assumed liability of Laurel.
7. Wayne shall not be liable for loss or damage from any failure to perform any of its contractual obligations specified in this Agreement due to uncontrollable forces. Uncontrollable forces shall include, by way of example and not as a limitation, those circumstances which are beyond the control of Wayne such as acts of God, the public enemy, the U. S. Government, or any department or agency thereof, any of the several states, other contractors of Laurel, as well as fire, flood, tornado, epidemics, quarantines, riots, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of an Uncontrollable Force, Wayne shall be excused from performance during the existence of the Uncontrollable Force and shall have a reasonable period of time after termination of the Uncontrollable Force to resume performance.
8. Laurel agrees to indemnify and hold harmless Wayne and its directors, officers, managers, employees, agents, representatives, affiliates, attorneys, successors, and assigns from and against any third-party claims resulting from current conditions of Laurel's Water and Wastewater Systems, negligence, gross negligence, willful acts, or willful omissions in connection with the design, construction, installation, operation, or maintenance of any of the city-owned facilities. Furthermore, Laurel agrees to indemnify Wayne for any and all claims by Wayne employees, agents, officers, managers, or representatives arising out of this Agreement, provided that Wayne, its employees, agents, officers, managers, or representatives did not contribute through gross negligence, willful acts, or willful omissions in connections with the performance of this agreement.
9. Wayne agrees to indemnify and hold harmless Laurel and its directors, officers, managers, employees, agents, representatives, affiliates, attorneys, successors, and assigns from and against any third-party claims resulting from Wayne's gross negligence, willful acts, or willful omissions in connections with the performance of this agreement. Notwithstanding the above, Wayne shall

not be liable to any third party, nor have the obligation to indemnify Laurel, for any third-party claims relating to or for special, indirect, incidental, punitive, or consequential damages, including, but not limited to, lost wages, lost revenues, lost profits, lost business, or lost business opportunities, other than those required by this Agreement.

10. Wayne and Laurel shall be responsible for the administration of this agreement, and there shall be no separate and independent body established for the administration of this agreement.
11. Notwithstanding anything herein to the contrary, the Laurel Water and Wastewater Systems, including their component parts and infrastructure, shall be owned by Laurel. Laurel shall bear all operational and maintenance liability with respect to the operations and maintenance and shall hold Wayne harmless as to all such liability.
12. Laurel shall continue to own and be responsible for the maintenance and upkeep of the facilities and systems owned by Laurel throughout the duration of this Agreement.
13. This agreement may be amended at any time by the written agreement of both parties.

Keith Knudsen, City of Laurel,
Mayor

Jill Brodersen, City of Wayne,
Council President

Date

Date

EXHIBIT A

FEE SCHEDULE

- 1) **Monthly fee of \$250;**
- 2) Mileage at \$.675 per mile, or whatever the current IRS mileage rate may be at time of travel;
- 3) Hourly rate of **\$90.00** during regular business hours (8:00 a.m. to 5:00 p.m.), including time of travel (windshield time);
- 4) Hourly rate of **\$180.00** for work performed outside of regular business hours, weekends, and/or holidays;
- 5) Minimum of two hours for each billed service.