

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
513 MAIN STREET
May 6, 2025**

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 table in 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 – April 15, 2025 and April 29, 2025](#)
4. [Approval of Claims](#)

5. **Public Hearing:** To Consider the Planning Commission’s recommendation regarding the Final Plat of “Riley’s Addition” (Scheduled Time: 5:30 p.m.)

Background: The Planning Commission will hold a public hearing on this matter on Monday, May 5th. We will get their official written recommendation on Tuesday.

6. [Resolution 2025-28: Approving the Final Plat of “Riley’s Addition”](#)
7. [Resolution 2025-29: Approving the Interlocal Agreement to share law enforcement resources between the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College](#)

Background: The Interlocal Agreement with WSC that puts an officer on WSC campus is due for renewal. Only minor changes have been made on this new agreement that removed some of the responsibilities concerning their fire alarm panels as they keep that with their own staff now. The new contact person named overseeing their agreement with the hiring of a Dean of Students last school year is Cody Westerhold. This new agreement is for same term of three years, using the March CPI index for the annual inflation increases each year for the same amount of hours (18) per week as it was before.

8. [Resolution 2025-27: Approving plans and specifications for the “Wayne Prairie Park - Phase 4 East Ditch Storm Sewer Project”](#)

Background: Attached are the plans and specifications for the “Wayne Prairie Park – Phase 4 East Ditch Storm Sewer Project.” The engineer’s cost estimate for said project is \$360,000.

9. [Action on Application and Certificate of Payment No. 8 in the amount of \\$85,648.00 to Otte Construction Company, LLC, for the “Wayne Parks & Rec Maintenance Building Project” – Carlson West Povondra Architects](#)

Background: This is for work completed and approved by the Project Engineer.

10. [Ordinance 2025-8: Amending Title III Administration, Chapter 31 City Council, Section 31-27 Regular Meeting](#)

Background: This ordinance amendment comes as a result of discussion at the Council Retreat. The amendment would change the meeting dates from the first and third Tuesdays to the first and third Mondays of the month. The effective date would be a Council decision.

11. [Action to appoint Councilmember to the Community Redevelopment Authority](#)
12. [City Administrator Evaluation](#)
13. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
April 15, 2025**

The Wayne City Council met in regular session at the new location of City Hall (513 Main Street) on April 15, 2025, at 6:00 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, Parker Bolte, Dwaine Spieker, 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 table 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 Bratcher, to approve the minutes of the meeting of April 1, 2025, 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 4/1/25: OTTE CONSTRUCTION, SE, 83798.00; OTTE CONSTRUCTION, SE, 127151.00
VARIOUS FUNDS: ACE HARDWARE & HOME, SE, 1,461.56; AMERITAS, SE, 197.87; AMERITAS, SE, 35.00; AMERITAS, SE, 116.66; AMERITAS, SE, 3706.60; AMERITAS, SE, 72.00; ARDUSAR,

SHARON, RE, -200.00; ARDUSER, SHANNON, RE, 200.00; BENSCOTER CONSTRUCTION, SE, 420.00; BLUE CROSS BLUE SHIELD, SE, 54292.91; CERTIFIED TESTING SERVICES, SE, 464.00; CHASE PAYMENTECH, FE, 12.42; CHASE PAYMENTECH, FE, 1147.24; CHASE PAYMENTECH, FE, 192.54; CINTAS, SU, 159.83; CIRBA SOLUTIONS SERVICES, SU, 125.50; CITY EMPLOYEE, RE, 485.54; CITY EMPLOYEE, RE, 157.75; CITY EMPLOYEE, RE, 178.79; CITY OF NORFOLK, SE, 130.48; CITY OF WAYNE, PY, 128028.41; CITY OF WAYNE, RE, 748.12; COPY WRITE PUBLISHING, SE, 416.15; COPY WRITE PUBLISHING, SE, 11.25; CORE & MAIN, SU, 450.96; COTTONWOOD WIND PROJECT, SE, 18880.16; DEARBORN LIFE INSURANCE COMPANY, SE, 3501.99; ECHO GROUP, SU, 222.10; ED M. FELD EQUIPMENT, SU, 1247.20; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 94.08; ESRI, SE, 3070.00; EVOQUA WATER TECHNOLOGIES, SU, 583.40; FLOOR MAINTENANCE, SU, 955.19; GERHOLD CONCRETE, SU, 645.99; GLOBAL PAYMENTS INTEGRATED, FE, 1442.67; HILAND DAIRY, SE, 95.33; HUNDERTMARK CLEANING SYSTEMS, SU, 33.80; ICMA, SE, 1300.04; ICMA, SE, 270.84; ICMA, SE, 369.23; ICMA, SE, 158.98; ICMA, SE, 617.03; ICMA, SE, 214.81; ICMA, SE, 148.60; ICMA, SE, 11421.42; ICMA, SE, 572.26; ICMA, SE, 170.50; ICMA, SE, 272.00; IRS, TX, 4991.40; IRS, TX, 14189.69; IRS, TX, 21342.58; J & A TRAFFIC PRODUCTS, SU, 1355.36; JEFF'S RPM SERVICE, SU, 2486.65; LUTT OIL, SU, 5309.44; MAAS, COURTNEY, SU, 126.26; MAIN STREET GARAGE, SU, 320.70; MAXNET SECURITY, SE, 2962.50; MERCHANT SERVICES, FE, 6.09; MERCHANT SERVICES, FE, 6811.85; MERCHANT SERVICES, FE, 939.08; MICHAEL TODD INDUSTRIAL SUPPLY, SU, 467.11; MIDWEST ALARM SERVICES, SE, 890.50; MIDWEST LABORATORIES, SE, 293.07; MILLER, LOGAN, FE, 150.00; NE DEPT OF REVENUE, TX, 6635.11; NE DEPT OF REVENUE-CHARITABLE GAMING DIV, TX, 1346.00; NE DEPT OF REVENUE-COMPLIANCE DIV, RE, 392.15; NPPD, SE, 8250.24; NORFOLK DAILY NEWS, SE, 45.00; NORTHEAST POWER, SE, 6474.00; ONE CALL CONCEPTS, SE, 44.86; OPTK NETWORKS, SE, 408.54; O'REILLY AUTOMOTIVE STORES, SU, 134.97; O'REILLY AUTOMOTIVE STORES, SU, 241.28; PAC N SAVE, SU, 1439.40; PEARCY, SHAWN, SU, 13.90; QUALITY 1 GRAPHIC, SU, 750.00; QUALITY FOOD CENTER, SU, 31.98; SOOLAND BOBCAT, SU, 920.75; STADIUM SPORTING GOODS, SU, 1050.00; STATE NEBRASKA BANK & TRUST, SE, 67.76; STATE NEBRASKA BANK-PETTY CASH, RE, 108.23; STUDIO 2B DESIGN, SE, 245.00; TYLER TECHNOLOGIES, SE, 4468.75; ULINE, SU, 183.69; WASTE CONNECTIONS, SE, 210.50; WAYNE AUTO PARTS, SU, 1028.31; WAYNE HERALD, SE, 285.00; WAYNE HERALD, SE, 1254.72; WAYNE HERALD, SE, 2145.00; WAYNE HIGH POST PROM, RE, 200.00; WAYNE HIGH SCHOOL, RE, 200.00; WAYNE STATE WRESTLING, RE, 150.00; WAYNE VETERINARY CLINIC, SE, 112.00; WAPA, SE, 25371.85; WESTERN IOWA TECH, FE, 475.00; WISNER WEST, SU, 106.52; ALL HOURS TOWING, SE, 225.00; ALLO COMMUNICATIONS, SE, 1270.58; APPEARA, SE, 264.27; BAKER & TAYLOR BOOKS, SU, 1034.09; BIG RIVERS ELECTRIC CORPORATION, SE, 153014.35; BLACK HILLS ENERGY, SE, 2729.60; CARLSON WEST POVONDRA ARCHITECTS, SE, 283.50; CITY EMPLOYEE, RE, 571.88; CITY EMPLOYEE, RE, 171.87; CITY EMPLOYEE, RE, 3117.96; COMPRESSOR WORLD, SU, 16047.88; DAS STATE ACCTG-CENTRAL FINANCE, SE, 74.73; DAVIS FORD, SE, 340.45; DEMCO, SU, 276.46; DUTTON-LAINSON, SU, 12465.60; EAKES OFFICE PLUS, SE, 1454.44; ELECTRONIC ENGINEERING, SU, 28057.02; EVOQUA WATER TECHNOLOGIES, SU, 123.09; FIRST CONCORD GROUP, SE, 4428.62; FLOOR MAINTENANCE, SU, 385.83; GRAINLAND ESTATES, RE, 1399.49; GRAPHIC CONTROLS ACQUISITION CORP, SU, 122.14; HILAND DAIRY, SU, 235.93; HYDRO OPTIMIZATION, FE, 500.00; ICMA, FE, 858.66; IIMC, FE, 195.00; INGRAM LIBRARY SERVICES, SU, 756.04; JOHNSON SERVICE, SE, 4500.00; KTCH, SE, 170.00; LESEBERG, LISA, RE, 150.00; MOMAR INCORPORATED, SU, 224.22; MUNICIPAL SUPPLY, SU, 1312.02; NE LIBRARY ASSOCIATION, FE, 40.00; O'REILLY AUTOMOTIVE STORES, SU, 330.28; OVERDRIVE, SU, 1563.91; PER MAR SECURITY SERVICES, SE, 6249.96; PLUMBING & HEATING WHOLESALE, SE, 9347.37; QUADIENT LEASING USA, SE, 3397.26; STANLEY STEEMER-CONCORD, SE, 1500.00; STAPLES, SU, 87.44; THE PENDER TIMES, SU, 52.00; THE WAKEFIELD REPUBLICAN, SU, 52.00; ULINE, SU, 356.09; US BANK, SU, 14540.52; US FOODSERVICE, SU, 2422.51; UTILITY EQUIPMENT, SU, 346.73; WAYNE AMERICA, FE, 20.00; WESCO, SU, 2457.79; ZIMCO SUPPLY, SU, 830.00

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

Courtney Birth, representing the Cruise Main in Wayne Committee, was present, to request Council consideration to allowing food trucks to park/operate on/at the former Riley's property for Cruise Main in Wayne on the following dates: May 16th, June 20th, July 18th, August 15th, and September 19th. This is the same request as last year.

After discussion, Councilmember Karsky made a motion, which was seconded by Councilmember Bolte, to approve the request of the Cruise Main in Wayne Committee to allow food trucks to park/operate on/at the former Riley's property for Cruise Main in Wayne on the following dates: May 16th, June 20th, July 18th, August 15th, and September 19th. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

In addition, Courtney Birth, 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, June 20, 2025, from 4:00 p.m. until midnight. This date will be included in the Wayne America special events policy. They intend to have a band that will play from 7:00 p.m. until 9:00 p.m.

Councilmember Bolte made a motion, which was seconded by Councilmember Houser, 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, June 20, 2025, from 4:00 p.m. until midnight. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the Final Plat for the "Sawyer Addition."

The applicant is Mitch Sawyer. The Planning Commission met on April 7, 2025, and is recommending approval of the Final Plat, with the "Findings of Fact" being consistency with the current and future land use maps and the Comprehensive Plan and staff's recommendation.

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

Isaac Kreikemeier, Design Engineer with JEO Consulting Group, and Mitch Sawyer were present to answer questions.

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

Councilmember Eischeid introduced Resolution 2025-22, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2025-22

A RESOLUTION APPROVING THE FINAL PLAT FOR THE "SAWYER ADDITION," CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

The following Resolution would approve the Subdivision Agreement for the "Sawyer Addition."

Councilmember Eischeid introduced Resolution 2025-23, and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2025-23

A RESOLUTION APPROVING THE "SAWYER ADDITION" SUBDIVISION AGREEMENT.

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

Councilmember Karsky introduced Ordinance No. 2025-6 and moved for approval of the third and final reading thereof; Councilmember Webber seconded.

ORDINANCE NO. 2025-6

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF REAL ESTATE FROM I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT TO R-3 RESIDENTIAL DISTRICT.

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

Administrator Blecke stated the following Resolution would approve a Mutual Aid Agreement between the City of Wayne Fire Department and the Elkhorn Valley Mutual Aid Association.

Councilmember Spieker introduced Resolution No. 2025-24, and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2025-24

A RESOLUTION APPROVING THE MUTUAL AID AGREEMENT BETWEEN THE CITY OF WAYNE AND THE ELKHORN VALLEY MUTUAL AID ASSOCIATION.

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

Roger Protzman, representing JEO Consulting Group, Inc., stated four bids were received on April 10, 2025, for Group A – Test Well and Water Supply Well, and six bids were received for Group B – Well Building and Transmission Main for the “Wayne Well House and Municipal Well 2025-1 Project.” After review of the same, JEO Consulting Group, Inc., is recommending the projects be awarded to the following low bidders:

- Group A – Test Well & Water Supply Well: Sargent Drilling, Geneva NE - \$299,474.38; and
- Group B – Well Building & Transmission Main: Otte Construction, Wayne NE - \$989,986.40.

Councilmember Brodersen introduced Resolution No. 2025-25, and moved for its approval; Councilmember Bolte seconded.

RESOLUTION NO. 2025-25

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “WAYNE WELL HOUSE AND MUNICIPAL WELL 2025-1 PROJECT.”

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

Administrator Blecke stated DGR has prepared plans and specs for both a switchgear and control panel for the “Northeast Substation Project.” The cost estimate is \$750,000. If approved, the City Clerk will begin advertising for bids.

Clayton Dredge, Electric Distribution Superintendent, was present to answer questions.

Councilmember Eischeid introduced Resolution No. 2025-26, and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2025-26

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR A 15 kV SWITCHGEAR AND 69 kV CONTROL PANEL FOR THE NORTHEAST SUBSTATION PROJECT AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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

Administrator Blecke advised the Council that the plans and specs for the “Prairie Park Phase 4-A Project” were not ready for this meeting, so action on the same will be postponed until the May 6th Council meeting.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, to set the Mini-Retreat date for Tuesday, April 29th, at 5:30 p.m. at the Wayne Fire Hall. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese advised the Council that he submitted his resignation which will be effective April 28, 2025.

Councilmember Spieker made a motion, which was seconded by Councilmember Webber, to accept the resignation of Mayor Cale Giese effective April 28, 2025. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Houser who voted Nay, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:35 p.m.

MINUTES
CITY COUNCIL MEETING
April 29, 2025

The Wayne City Council met in special session at the Wayne Fire Hall on Tuesday, April 29, 2025, at 5:30 o'clock P.M.

Council President Jill Brodersen called the meeting to order with the following in attendance: Councilmembers Austyn Houser, Parker Bolte, Dwaine Spieker, Brittany Webber, Clayton Bratcher, Jason Karsky and Matt Eischeid; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

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.

Council President Brodersen 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, she 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.

City Attorney Miller presented the Oath of Office to Jill Brodersen.

Councilmember Spieker made a motion, which was seconded by Councilmember Houser, declaring a notice of vacancy in Ward 4 and authorizing the City Clerk to publish notice regarding the same. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Webber made a motion, which was seconded by Councilmember Spieker, nominating Matt Eischeid as President of Council. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

RETREAT TOPICS DISCUSSED:

1. Wayne Public Transit Update
 - Proceed with having a transportation study done by Olsson
2. Water Service
 - Lead Service Lines — there could be State/Federal funding available for such projects. Staff was directed to look into said funding; to try and determine what it might cost each homeowner if it was cost-shared; and to determine what areas of town need to be concentrated on first.
 - Downtown Curb Stops — Staff will send a third notice, along with the waiver, to those property owners on Main Street who have not responded or fixed their curbstops.
3. Electric Update
4. Allowing poultry in city limits
 - Allowing poultry inside city limits was discussed. Both Councilmembers Houser and Spieker brought information with them (pros and cons) regarding the same. Wisner, Randolph, Norfolk, and Winside allow poultry inside city limits. Wakefield, Laurel, and Carroll do not. Similar sized cities to Wayne that do allow poultry were York, Seward and Chadron. However, Schuyler does not. Some concerns were rats, roaming chickens, noise, etc. A straw poll vote was taken and at this time, there were 4 yeas, 3 nays and 1 undecided.
5. Changing Council meeting dates
 - Councilmember Webber brought this forward. After discussion, consensus was to have staff prepare an ordinance to change the meeting dates to the first and third Mondays of the month and present the same at the next Council meeting. In addition, staff was directed to ask the Planning Commission if they could discuss changing their meeting date to a different Monday or different day of the week.
6. Ordinance clean-up
 - Councilmember Houser, when perusing through the Code Book, suggested to Administrator Blecke that some of the sections of the Code needed to be updated. For example, the Audit Committee (change to Finance Committee); Recreation-Leisure Services Commission (change to Park and Rec Board); Animal ordinance; Move 90.005 to 90.025 Definitions. Staff would start of the process of preparing ordinance amendments to bring to Council.
7. City-owned properties
 - FNBO – Consensus was to not sell the building; include the Park and Rec Board if/when the City would pursue a new sales tax. Staff was directed to reach out to community partners for involvement in promoting/cost-sharing in a new CAC/wellness center. Council thought the communication/promotion should be handled differently with next sales tax and more time should be taken to educate the public.
 - Old City Hall – Interested in pursuing all options – not necessarily getting rid of the building or tearing it down (e.g. keep the basement for the communication equipment; this could be a possible location for the Wayne transit; it could also be a possible location for library storage and/or the reread

event; possibly rent/lease out space; or give to the CRA). Consensus was to table the discussion until June or whenever the building is empty.

8. Long-term planning
 - Transit
 - Downtown (Hwy 15) Sidewalks and curb project
 - New home for the Library

There being no further business to come before the meeting, Mayor Brodersen declared the meeting adjourned at 8:34 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,161.39
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	197.87
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	4,072.16
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	123.95
APPEARA	LINEN & MAT SERVICE	133.92
ARKFELD LOCK & SECURITY	FIRE STATION DOOR REPAIR	741.75
BARCO MUN PRODUCTS INC	SPEED LIMIT/NO PARKING/HANDICAP- SIGNS	2,686.45
BIO-ELECTRONICS	SERVICE AGREEMENT EXTENSION	430.00
BOMGAARS	TOOLS/MATS/STRAPS/PAINTING SUPPLIES	1,099.37
BSN SPORTS, INC	FOOTBALL TACKLE WHEEL	494.98
BSN SPORTS, INC	VB WINCH/FOLDING CART	1,099.99
CDW GOVERNMENT LLC	CLOUD MANAGEMENT FOR NEW SWITCHES	4,427.14
CENTRAL PUMP & MOTOR, LLC	REBUILT BOOSTER STATION PUMP 2	3,967.02
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	125.50
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	568.74
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	115.87
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	639.72
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,854.89
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,815.23
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	48.25
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	702.87
CITY OF WAYNE	PAYROLL	132,527.09
CITY OF WAYNE	UTILITY REFUNDS	560.21
COLONIAL RESEARCH	ENZYME FOR LIFT STATIONS	413.70
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	1,000.00
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	7,000.00
COMMUNITY SAFETY NET	CHILDREN IN YOUR COMMUNITY'S SAFETY INITIATIVE	160.00
CREDIT BUREAU SERVICES, INC	BAD DEBT	126.41
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	537.60
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	82.56
DGR & ASSOCIATES CO	NORTHEAST SUBSTATION/FUSING AT THE COLLEGE	35,638.00
DUTTON-LAINSON COMPANY	3 PHASE BOX PAD	5,722.57
EAKES OFFICE PLUS	EGOLDFAX/PORTING FEE	40.49
ECHO GROUP INC JESCO	BALLASTS	116.80
ELECTRICAL ENGINEERING & EQUIPMENT	FLAG POLE LIGHT	299.77
ELLIS HOME SERVICES	AUDITORIUM STOOL REPAIR	95.00
EMRY, ROBIN	FREEDOM PARK DEPOSIT REFUND	150.00
FASTWYRE BROADBAND	TELEPHONE CHARGES	922.24
FLAGSHIP PUBLISHING INC	WAYNE AMERICA - NE TRAVELER 1/2 PAGE AD	2,070.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	372.44

Vendor	Payable Description	Payment Total
GRAPHIC CONTROLS ACQUISITION CORP	GRAPH PAPER	1,192.52
GROSSENBURG IMPLEMENT INC	Z TRAK MOWER/3 POINT REPAIRS/CAP	17,162.73
HAWKINS, INC	WELL FLUORIDE & COLIFORM	3,081.88
HIGHLAND MATERIALS	MULCH	1,768.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	166.21
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	143.93
HOMETOWN CAFE	CITY HALL OPEN HOUSE COOKIES	119.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	148.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	270.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	158.98
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	11,421.45
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	617.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	572.26
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	272.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	170.50
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	214.81
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,300.04
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	369.23
IRS	FICA WITHHOLDING	22,140.38
IRS	FEDERAL WITHHOLDING	15,086.95
IRS	MEDICARE WITHHOLDING	5,178.04
J.P. COOKE COMPANY	CAT/DOG TAGS	271.11
JACK'S UNIFORMS	TACTICAL VEST ALTERATIONS	100.00
JEO CONSULTING GROUP	NEW WELL/MASTER AGREEMENT	7,674.81
JOHNSON HEALTH TECH RETAIL INC.,	REPLACE WORN DRIVE BELT ON TREADMILL	723.48
JORGENSEN, SHELLEY	FREEDOM PARK DEPOSIT REFUND	150.00
KELLY SUPPLY COMPANY	BALL VALVE	334.96
KEPCO ENGRAVING	NAMEPLATES	39.60
LARA, SANDRA	AUDITORIUM DEPOSIT REFUND	200.00
LAUREL ADVOCATE	LIBRARY SUBSCRIPTION RENEWAL	51.50
MARCO INC	COPIER LEASE	12.13
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MICHAEL TODD INDUSTRIAL SUPPLY	NO PARKING SIGNS	1,425.20
MOTOROLA SOLUTIONS, INC	911 REGIONAL EQUIPMENT INSTALL-MILESTONE # 3	169,566.00
NE DEPT OF REVENUE	STATE WITHHOLDING	6,958.98
NE DEPT OF REVENUE-COMPLIANCE DIV	PAYROLL DEDUCTION	138.99
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	205.00
NORTHEAST NE ECONOMIC DEV DIST	2025 MEMBERSHIP DUES	8,003.82
NORTHEAST NE INS AGENCY INC	WORK COMP-GENERAL LIABILITY AUDIT	14,238.00
NORTHEAST POWER	WHEELING CHARGES	30,712.14
ODEYS INC	FIELD MARKING PAINT	241.49
OMAHA MAGAZINE LTD	WAYNE AMERICA - DISCOVER NORTHEAST NEBRASKA AD	1,680.00
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY/TENDER CHARGER/FILTERS/DISC PADS	286.83
OVERDRIVE, INC.	AUDIO/E BOOKS	1,453.21
PEERLESS WIPING CLOTH CO	WASH TOWELS	595.47
PIERSON PAINTING, LLC	DISASSEMBLE/REASSEMBLE DESK AND CABINETS	6,000.00

Vendor	Payable Description	Payment Total
PRAIRIE PLAINS RESOURCE INSTITUTE	ECOTYPE UPLAND PRAIRIE SEED	1,430.00
PREMIER BIOTECH, INC.	PRE EMPLOYMENT TESTING	72.18
QUALITY 1 GRAPHIC	VICTOR PARK BOOKING SIGN	145.00
REELSTRONG LLC	SELF LOADING REEL WIRE TRAILER	14,560.51
SERVER SUPPLY. COM, INC	SWITCHES FOR NEW CITY HALL & CONNECT TO OLD BLDG	13,445.93
SILVER SILO DESIGN LLC	LB 840 LOAN	58,500.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES/GLOVE DUST	499.56
STAPLES, INC	OFFICE SUPPLIES	41.09
STATE NEBRASKA BANK & TRUST	PUBLIC SAFETY BONDS	53,221.25
STATE NEBRASKA BANK-PETTY CASH	PETTY CASH FOR EXTRA CASH DRAWERS	650.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	108.13
THE RETROFIT COMPANIES, INC	CHRISTMAS LIGHTS RECYCLED	303.75
TRI-STATE COMMUNICATIONS, INC.	BATTERIES	1,024.00
TRUJILLO, IRVIN	AUDITORIUM RENTAL OVERPAYMENT	50.00
VAN DIEST SUPPLY	DIBRO GRANULES	1,448.75
WAYNE COUNTY AG	WAYNE AMERICA FAIR SPONSORSHIP MARKETING	1,500.00
WESCO DISTRIBUTION INC	WIRE FOR WEST OUTER LOUP/FLUKE VOLT METERS-PENS	15,211.39
WESCO DISTRIBUTION INC	SHORTING CAPS FOR FIXTURES	195.70
WINTER EQUIPMENT COMPANY	CURB RUNNER/BLADES	4,277.51
WISNER WEST	FD GASOLINE	71.08
WORLD ARCHIVES	NEWSPAPER ARCHIVES	777.00
WYNIA, KATIE	ADS/FLYERS/POSTERS	330.00
	Grand Total:	715,111.21

RESOLUTION NO. 2025-28

**A RESOLUTION APPROVING THE FINAL PLAT FOR “RILEY’S ADDITION,”
CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.**

WHEREAS, the Planning Commission, upon review of the Final Plat of “Riley’s Addition,” City of Wayne, Wayne County, Nebraska, legally described as:

Legal Description:

A tract of land located in Block 29, Original Town of Wayne, Wayne County, Nebraska and part of the Southwest 1/4 of the Northwest 1/4 of Section 18, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of Block 29, Original Town of Wayne, Wayne County, Nebraska; thence N 01°57'25" W on the East line of said Block 29 and the West Right-of-Way line of Logan Street, 372.15 feet to a point 8.50 feet Southeasterly from and a right angle to the center line of the Chicago and North Western Transportation Company, side track ICC No. 35 (now removed); thence S 58°20'16" W and parallel to said centerline, 182.04 feet; thence S 31°39'44" E and perpendicular to said centerline, 54.98 feet; thence S 59°10'25" W, 88.11 feet; thence S 88°00'09" W, 108.48 feet to a point on the East Right-of-Way line of Hwy. #15; thence S 02°02'46" E on said East Right-of-Way line, 143.97 feet; thence S 87°53'38" W on said Right-of-Way, 2.00 feet; thence S 02°02'57" E on said East Right-of-Way line, 40.66 feet; thence S 47°25'00" E on said East Right-of-Way line, 13.24 feet to a point on the south line of said Block 29; thence N 87°36'15" E on said South line, 306.80 feet to the Point of Beginning, containing 1.88 acres, more or less,

on May 5, 2025, recommended approval thereof, based upon the following “Findings of Fact:”

- Consistency with the current and future land use maps, the Comprehensive Plan; and
- Staff’s recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of “Riley’s Addition,” City of Wayne, Wayne County, Nebraska, be approved subject to the recommendations of the Planning Commission and the foregoing “Findings of Fact.”

PASSED AND APPROVED this 6th day of May, 2025.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Riley's Addition
Lots 1 and 2, Block 29, Original Town of Wayne,
Wayne County, Nebraska

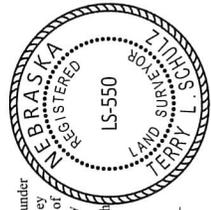


Drawn By: AMP
Date: April 24, 2025
Project Number: S-690-554
Scale: 1" = 60'



SCALE IN FEET

- LEGEND**
- Section Corner Found
 - Property Corner Found
 - Property Corner Set (5/8" x 24" I.B. w/ Cap)
 - ▲ Mag-Nail Found
 - △ Mag-Nail Set
 - Calculated Point
 - M Measured Distance
 - C Calculated Distance
 - R Recorded Distance (CRF) Clyde R. Flowers, Jr., LS #357, dated June 4, 1992 and July 24, 1992.



SURVEYORS CERTIFICATE
I, Terry L. Schulz, Nebraska Registered Land Surveyor No. 550, duly registered under the Land Surveyors' Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat, that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Land Surveyors' Regulation Act in effect at the time of this survey.

Terry L. Schulz, State of Nebraska, LS #550 _____ Date _____

B) West 1/4 Corner, Section 18, T26N, R4E
Found 2" Aluminum Cap as recorded by Steven J. Wessel, LS #474, dated July 13, 2007.
3.81' NW to Center of Manhole Lid.
39.94' East to Mag-Nail in Brick Pavers.
76.90' SE to Mag-Nail in Brick Pavers.
35.37' WSW to Center of Curb Stop in Walk.

CONSENT & DEDICATION OF OWNERS AND LIENHOLDERS
That we, Larry C. Lindsay and Olga J. Lindsay, Trustees of the City of Wayne, being all of the owners of the land described herein, have caused the land as described in this plat to be surveyed and platted into Riley's Addition to the City of Wayne, Block 29, Original Town of Wayne, Wayne County, Nebraska, and do hereby freely dedicate the utility easements referred to in this plat to the use and benefit of the public as shown for the location, construction, and maintenance of public service utilities forever, together with the right of ingress and egress hereto, and that the foregoing Administrative Replat is made with free consent and in accordance with the desire of the undersigned owners.

OWNER
Larry C. Lindsay
Trustee of the Larry and Olga Lindsay Family Trust
STATE OF _____) SS
COUNTY OF _____)
The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____ Owner.
My commission expires: _____
Notary Public _____

OWNER
Olga J. Lindsay
Trustee of the Larry and Olga Lindsay Family Trust
STATE OF _____) SS
COUNTY OF _____)
The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____ Owner.
My commission expires: _____
Notary Public _____

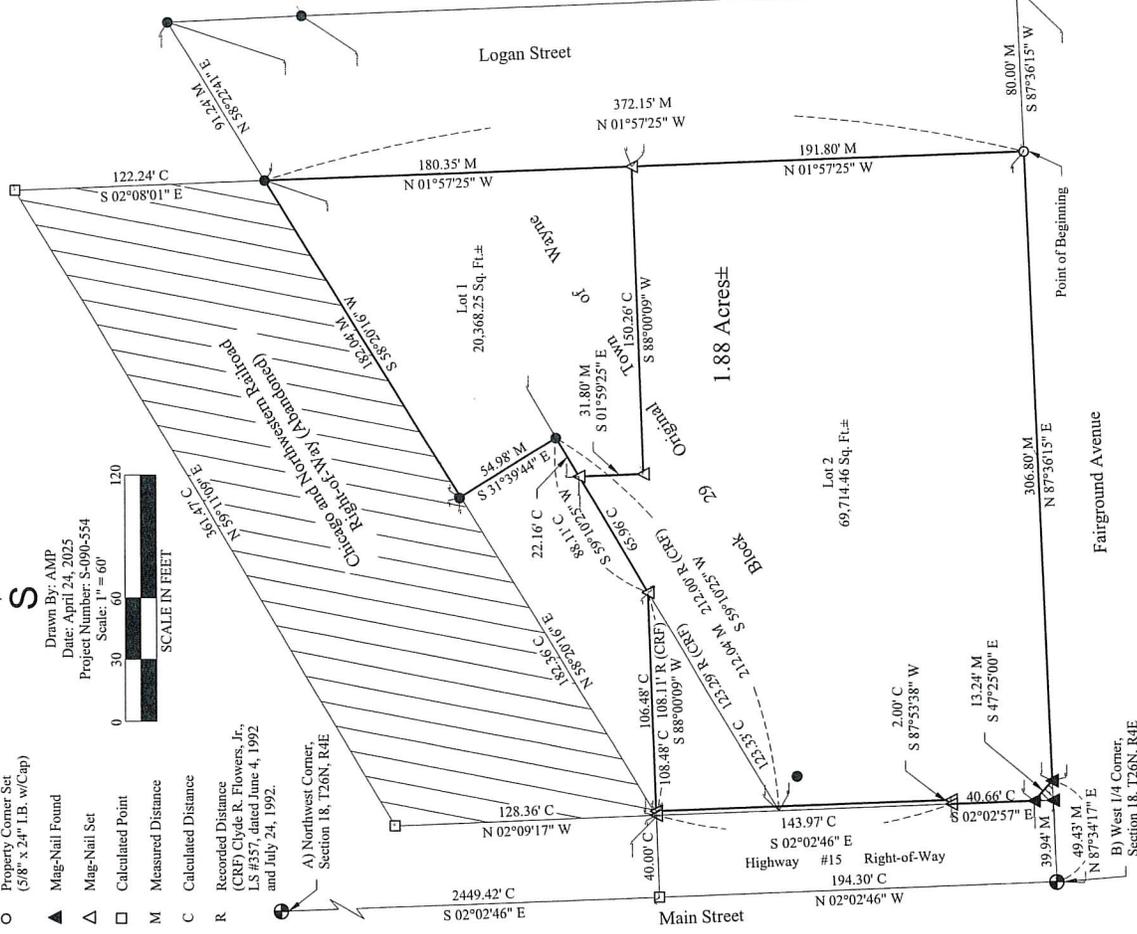
OWNER
Jill Brodersen, Mayor of Wayne
STATE OF _____) SS
COUNTY OF _____)
The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____ Mayor of Wayne, Nebraska.
My commission expires: _____
Notary Public _____

ABSTRACTERS CERTIFICATE
I, Tracey Miles, a Registered Land Abstracter, hereby state that on this _____ day of _____, 2025, Larry C. Lindsay and Olga J. Lindsay, Trustees of the Larry and Olga Lindsay Family Trust, and the City of Wayne; and Olga Lindsay Family Trust, and the City of Wayne; appeared as titleholders of the land described on this plat.

Zoning Administrator, City of Wayne _____
Registered Land Abstracter _____



ADVANCED CONSULTING SERVICES
Engineering & Surveying
West Point & Columbus
Phone: (402) 372-1923



RESOLUTION NO. 2025-29

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

WHEREAS, the City of Wayne is desirous to enter into an Interlocal Agreement with the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College, to share law enforcement resources; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College, is hereby approved and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 6th day of May, 2025.

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 BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
dba WAYNE STATE COLLEGE**

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 Board of Trustees of the Nebraska State Colleges dba Wayne State College, hereinafter called the "College" 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 College 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 College 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. College 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 College has the authority to ensure safety services on the Wayne State College 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 College 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 College will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Dean of Students of the College, or his/her identified designee, will be the College's contact person for the purpose of this Agreement (see Section 17).
- b. Any personal property shall be acquired, held, and disposed as set forth in this Agreement; or any amendment hereto.
- c. 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 Campus for eighteen (18) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the School Resource Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;
- b. The City will be allowed to provide the School Resource Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

- c. The School Resource Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence on Campus. The School Resource Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City's ability to respond to police calls off-campus, as needed, will maximize the Police Department's ability to respond to citizen calls for service received while maintaining the spirit of this Agreement. The Wayne Police Department will make efforts to make up missed hours if the School Resource Officer is called off-campus. When the School Resource Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;
- d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer's involvement on campus.

4. Criminal Investigation

- a. The City will investigate all property crimes reported on the Campus where the loss value is \$100 or greater or involves the theft of any identification or financial transaction device. All property crime reports will be communicated to the School Resource Officer. If the loss value of any reported property crime is less than \$ 100 the School Resource Officer may refer the case to Campus Security for follow up.
- b. The City will investigate all crimes against persons reported on the Campus, except for reports of sexual violence or sex harassment which may be investigated by the College or by the College and the City.
 - i. Individuals who report an incident of sexual violence or sex harassment to the College will be advised to report the incident to law enforcement, however, students are not required to notify law enforcement authorities regarding a report of sexual violence or sex harassment.
- c. Investigations by the City will be conducted independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to respond to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses' names, date, time and location of offense, for the School Resource Officer. For the purpose

of this Agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.

- d. The Police Department will provide Campus Security with reports of all crimes investigated on Campus containing sufficient information for the completion of legally mandated reporting requirements. To prevent duplication of work the School Resource Officer will complete only the Police Department's investigative report. A copy of these investigative reports will be provided to Campus Security for data entry purposes. Except that the Police Department will use its discretion, on a case-by-case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.
- e. When any criminal investigation conducted by the Police Department involves a College residence hall or includes an apparent conflict between students, the Dean of Students and the Vice President for Student Affairs will also be provided investigatory reports. The Police Department will use its discretion, on a case-by-case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.
- f. The Police Department will refer all property crimes reported on the Campus, and which they investigate, to the College judicial process, however;
 - (1) Any crime victim, including the College, may request criminal charges;
 - (2) Crimes may be referred for prosecution before the College judicial process begins;
 - (3) Both the College disciplinary process and criminal prosecution may happen concurrently;
 - (4) Police Officers will appear for College disciplinary hearings as needed.
- g. The Police Department will refer all crimes against persons to the Wayne County Attorney's Office for prosecution.
- h. To facilitate investigative follow up, the School Resource Officer will be provided access to any Campus surveillance camera recordings and/or allowable student information currently maintained in hard copy or electronically in the Campus Security Office.

5. Community Policing and Crime Prevention

- a. The College 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. The School Resource Officer will be given an opportunity to co-present at crime prevention and/or education programs given by Campus Security, or upon the request of other Campus entities. To ensure adequate planning for any presentation, the School Resource Officer will be provided a minimum of five (5) calendar days written notice. Said notice shall include the topic, date, time, and location of the presentation. The decision to participate in any on-campus crime prevention and/or education presentation will be left to the discretion of the School Resource Officer and/or the Dean of Students. If an officer participates, he/she will be given a minimum of 15 minutes participation per hour of scheduled presentation.
- c. To provide a community policing presence, the School Resource Officer will attend College meetings and activities as part of his/her assigned duties, as requested by the College and as he/she is available. Especially of interest are home football games when efforts shall be made to schedule the School Resource Officer so that they can be present during these games.
- d. 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.
- e. The School Resource Officer will meet regularly with the Residence Life Staff in each housing unit.

6. Security Responsibilities

- a. The following duties will be performed solely by College Campus Security personnel and not by the City:
 - (1) Fueling vehicles for the College motor pool.
- b. Campus Security will be the first to respond to calls for service on the Wayne State College campus. If the Campus Security Officer is occupied with Security Department business and a call for service is received, the School Resource Officer may be asked to help with the following types of calls:
 - (1) Helping to lock and unlock Campus facilities;
 - (2) Respond to calls for service.

7. 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 Police Department will provide a multi-channel portable radio programmed with the Campus Security frequency. The priority frequency will be that of the Wayne Police Department but the Campus Security frequency will be monitored.
- c. The City will provide a vehicle for the School Resource Officer to use.

8. Training Provided by College

- a. School Resource Officers will attend Residence Life staff training.
- b. Written training defining the College student disciplinary procedures.
- c. Training on procedures for notification of campus staff for after-hours assistance, including when, who, and how to request assistance.
- d. When possible, all training will be done beginning two (2) weeks prior to the start of each fall semester.
- e. It is recognized that the School Resource Officer's schedule will be modified during the training period to facilitate attendance at some orientations.
- f. A current roster of Residence Life staff and contact information will be provided to the School Resource Officer each semester.
- g. Monthly Campus Security work schedules, and updates, will be provided to the School Resource Officer and Wayne Police dispatch, including a contact person(s) in the event no one answers the Campus Security number.

9. 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. Campus Security employees shall remain under the direct supervision of the College.

The City of Wayne Police Department shall control the manner in which law enforcement services are performed; however, the Agreement shall specify the nature of the services to be performed. The School Resource Officer is not to be deemed an employee of the College and has no authority to make any binding commitments or obligations on behalf of the College 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 meet monthly with the Dean of Students, or his/her designee and the Campus Security Manager to review and evaluate the provisions of this Agreement.

Three (3) Wayne State College student representatives, at least two (2) of which should reside on campus, selected by Student Senate will meet jointly with the Police Chief, the School Resource Officer, Dean of Students, the Vice President for Student Affairs or his/her designee, and any Campus Security official at least two (2) times per year to review the student perspective of this Agreement, once during the fall semester and once during the spring semester. These meetings may be scheduled by either party with not less than thirty (30) calendar days' notice. Only those representatives designated in this paragraph, or a designee thereof, shall attend the meeting.

10. Dispatch Services

The City agrees to provide the following dispatch services to the Campus:

- a. Answer Campus Security telephone after hours and refer calls to Campus Security Staff and assign police officers to crimes reported;
- b. Respond to campus fire alarm notifications and dispatch fire trucks as needed. Police Dispatch staff will also coordinate with the Director of Facility Services and his/her staff to prevent unwarranted fire alarm responses.

11. Fees for Service

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$37,199 for the first year (July 1, 2025-June 30, 2026) to be paid in twelve (12) monthly installments. The charge for subsequent years will be increased by the lesser of 5% or the end of March Consumer Price Index for All Urban Consumers [CPI-U] (before seasonal adjustment) for the prior 12-month period. The total charge for each subsequent year shall be paid in twelve (12) monthly installments. The College and City will confirm by May 1st the actual cost for the following year. The total amount of the Agreement shall not exceed \$117,270.

12. Agreement Duration

The term of this Agreement shall be for three (3) years commencing on July 1, 2025, and ending on June 30, 2028, except that either the City or the College may execute a written sixty (60) calendar day notice to quit or withdraw from the Agreement.

Due to possible future reductions in state and/or federal appropriations, the College cannot guarantee the continued availability of funding for this Agreement beyond the current fiscal year. In the event funds to finance this Agreement become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, the College may terminate the Agreement or reduce the consideration by notice in writing to the City. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College shall be the final authority as to the availability of funds. The effective date of Agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the City may cancel this Agreement as of the effective date of the proposed reduction by written notice to the College.

13. Agreement Amendments

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

14. 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.

15. 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.

16. 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 College 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 College. A copy of the certificate shall be provided to the College.

17. Designated College Representative

The designated College representative for purposes of monitoring and oversight of this Agreement is the Dean of Students or his/her designee. The specific individual shall initially be named as:

<u>Cody Westerhold</u>	<u>(402) 375- 7213</u>	<u>cowestel@wsc.edu</u>
Name	Telephone	Email

18. Non-Discrimination

The City agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board policy 5000. Unlawful harassment and/or discrimination is prohibited. This prohibition shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The City further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.

19. ADA and Drug-Free Workplace Requirements

All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, the City certifies that the City operates a drug-free workplace and, during the term of this Agreement, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

This Agreement is hereby executed by the City of Wayne and the Board of Trustees of the Nebraska State Colleges dba Wayne State College upon the respective dates set forth following the executory signature attached to this Agreement.

CITY OF WAYNE

**BOARD OF TRUSTEES OF THE
NEBRASKA STATE COLLEGES
DBA WAYNE STATE COLLEGE**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attested By: _____

Date: _____

Date: _____

[Back to Top](#)

RESOLUTION NO. 2025-27

**A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE
“WAYNE PRAIRIE PARK - PHASE 4 EAST DITCH STORM SEWER PROJECT”
AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.**

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans and specifications, as prepared by the City’s Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 6th day of May, 2025.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

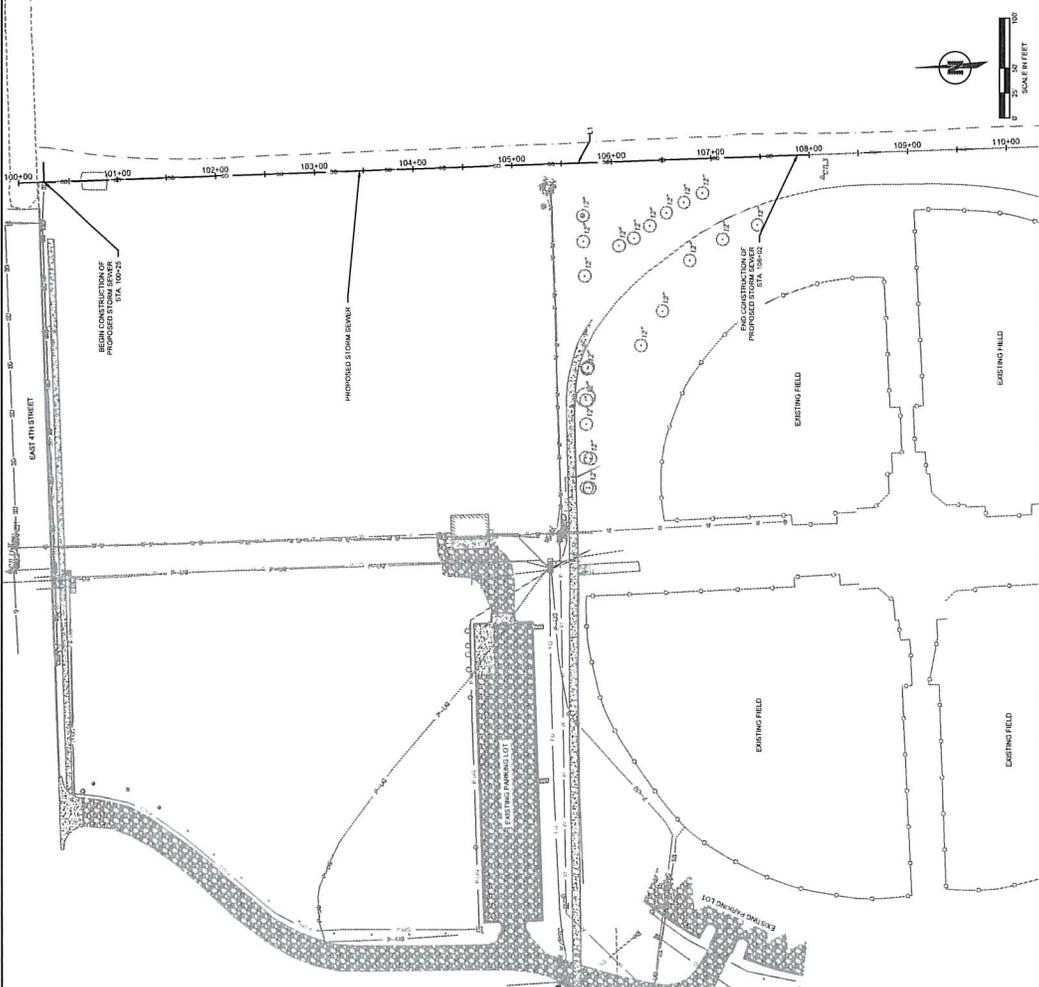


1777 Durbin Avenue
Omaha, NE 68102
Phone: 402.464.6000
Fax: 402.464.6004
www.olsson.com

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
DATE PRINTED: MAY 01, 2025
CLASS: DESIGN

WAYNE, NEBRASKA
PHASE 4 - EAST DITCH STORM SEWER
SITE LAYOUT

SHEET
3 of 7



NO.	STATION	HORIZONTAL	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
1	101+00.00	891123.436	2425204.979	1000.00'	27.9394°E			

POINT #	HORIZONTAL	EASTING	FULL DESCRIPTION
1	890772.400	2421184.800	DPT 1 3/4 R/R
2	897504.870	2423225.870	DPT 2 600 M/L
3	897526.420	2423767.870	DPT 3 600 M/L
4	897526.420	2423767.870	DPT 4 600 M/L
5	898064.100	2425044.100	DPT 5 600 M/L
6	898064.100	2425044.100	DPT 6 5/8 R/R
7	898138.070	2425047.400	DPT 7 5/8 R/R
8	898064.100	2425044.100	DPT 8 600 M/L
9	898064.100	2425044.100	DPT 9 600 M/L
10	898111.870	2425044.100	DPT 10 600 M/L
11	897526.420	2423767.870	DPT 11 600 M/L
12	897526.420	2423767.870	DPT 12 600 M/L
13	897526.420	2423767.870	DPT 13 600 M/L
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98	897526.420	2423767.870	DPT 98 600 M/L
99	897526.420	2423767.870	DPT 99 600 M/L
100	897526.420	2423767.870	DPT 100 600 M/L

- SITE PLAN NOTES:**
- ANY TRAFFIC CONTROL OF THE USE OF ANY EQUIPMENT OR MATERIALS TO CONDUCT THE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL TRAFFIC CONTROL ITEMS SHALL BE IN ACCORDANCE WITH THE CITY OF WAYNE, NEBRASKA, STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 - CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, GRADES, AND DIMENSIONS ON SITE AND REPORT ALL MAJOR DISCREPANCIES TO THE ENGINEER.
 - CONSTRUCTION STAGING LOCATION SHALL BE WITHIN THE LIMITS OF DISTURBANCE.
 - THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. BEFORE CONSTRUCTION, UNDERGROUND UTILITIES INDICATED BUT NOT LOCATED AND SIZED SHALL BE LOCATED AND SIZED BY THE CONTRACTOR. ALL SUCH UTILITIES SHALL BE PROTECTED AND SIZED IN ACCORDANCE WITH THE CITY OF WAYNE, NEBRASKA, STANDARD SPECIFICATIONS FOR CONSTRUCTION. THE CONTRACTOR SHALL TAKE EXTREME CARE IN ORDER TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
 - THE CONTRACTOR SHALL USE EXTREME CAUTION IN THE AREA OF ALL EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
 - THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND SHALL PAY THE COST OF ALL FEES.
 - BEFORE CONSTRUCTION, THE CONTRACTOR SHALL PRESERVE ALL PROPERTY, CORNER MARKERS, PROPERTY CORNERS, AND EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY PROPERTY CORNERS DISTURBED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY PROPERTY CORNERS DISTURBED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY PROPERTY CORNERS DISTURBED DURING CONSTRUCTION.
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 WAYNE, NEBRASKA
 PHASE 4 - EAST DITCH STORM SEWER
 SITE LAYOUT



Opinion of Probable Construction Costs - Phase 4 East Ditch Storm Sewer

Date: 5/1/25

Project Number:

025-01686

East Ditch Storm Sewer

Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	\$ 30,000.00	\$30,000.00
Earthwork	1	LS	\$ 20,000.00	\$20,000.00
Traffic Control	1	LS	\$ 5,000.00	\$5,000.00
Erosion Control	1	LS	\$ 5,000.00	\$5,000.00
Remove Structure & Pipe	1	LS	\$ 12,500.00	\$12,500.00
Remove RipRap	50	SY	\$ 10.00	\$500.00
Remove & Replace Unsuitable Soils	100	CY	\$ 25.00	\$2,500.00
60" Storm Pipe	780	LF	\$ 300.00	\$234,000.00
42" Storm Pipe	20	LF	\$ 250.00	\$5,000.00
5.5' X 4.5' Area Inlet	2	EA	\$ 10,000.00	\$20,000.00
5' X 6' Junction Box	1	EA	\$ 17,500.00	\$17,500.00
Seeding	2	AC	\$ 4,000.00	\$8,000.00

Total Project Estimate

\$360,000.00

This cost estimate is projected for 2025 construction, these costs will need to be factored for inflation for future year construction.

In providing opinions of probable construction costs, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction costs.

G702

Application and Certificate for Payment

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

Project:
 Wayne Parks & Rec Maintenance Building
 520 Fairgrounds Ave
 Wayne, NE 68787

Application No: 8
Period To: 4/30/2025
Contract For: General Architect
Contract Date: 10/17/2023
Distribution To: Owner Architect Contractor

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

Project NOS: CWPA 24111 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 \$ 1,437,065.00
- 2. NET CHANGE BY CHANGE ORDERS \$ (71,409.00)
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,365,656.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,192,295.00

- 5. RETAINAGE:
 - a. 10% of Completed Work (Columns D + E on G703) \$ 119,233.00
 - b. 10% of Stored Material (Column F on G703) \$ -
- Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703) \$ 119,233.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,073,062.00
 (Line 4 minus Line 5 Total)

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 987,414.00
 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 85,648.00

- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 292,594.00
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 56,495.00	\$ (127,904.00)
Total approved this month	\$ -	\$ -
TOTAL	\$ 56,495.00	\$ (127,904.00)
NET CHANGES by Change Order	\$ -	\$ (71,409.00)

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: JAN NEURASKA **Date:** 7/30/25

State of: NEBRASKA

County of: WAYNE

Subscribed and sworn to before me this 30th day of April 2025

County of: WAYNE

Notary Public: AMBER R. SCHWARZ

My commission expires: May 26, 2027



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.

G703

APPLICATION NUMBER: 8
 APPLICATION DATE: 4/30/2025
 PERIOD TO: 4/30/2025
 ARCHITECTS PROJECT NO: CWPA 24111

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			% (G/C)			
1	General Conditions, Supervision, Layout, & Profit	94,050	6,300	75,272	6,300	0	0	81,572	87%	12,478	8157
2	Payment & Performance Bonds	14,230	0	14,230	0	0	0	14,230	100%	0	1423
3	Submittal Exchange	4,620	0	4,620	0	0	0	4,620	100%	0	462
4	Concrete Figs, Stem Walls, & Slabs	248,260	0	248,260	0	0	0	248,260	99%	2,000	24626
5	Concrete Floor Sealer & Joint Sealants	11,900	2,200	0	2,200	0	0	2,200	18%	9,700	220
6	Metal Stud Framing & Plywood Sheathing	31,460	6,580	24,880	6,580	0	0	31,460	100%	0	3146
7	PVC Wall Sheathing	18,010	0	0	0	0	0	0	0%	18,010	0
8	Doors, Frames, & Hardware	28,850	0	26,985	0	0	0	26,985	94%	1,865	2699
9	Sectional Overhead Doors	46,855	0	46,855	0	0	0	46,855	100%	0	4886
10	Windows	7,770	1,451	6,319	1,451	0	0	7,770	100%	0	777
11	Painting & High Performance Coatings	38,430	2,500	0	2,500	0	0	2,500	7%	35,930	250
12	Signage	6,815	0	6,815	0	0	0	6,815	100%	0	682
13	Fire Extinguishers	510	0	0	0	0	0	0	0%	510	0
14	Pre-Engineered Metal Building & Erection	230,510	0	230,510	0	0	0	230,510	100%	0	23051
15	Insulated Wall & Roof Panels	206,125	0	206,125	0	0	0	206,125	100%	0	20613
16	Snow Guards	8,000	0	8,000	0	0	0	8,000	100%	0	800
17	Plumbing & HVAC	235,460	48,315	130,740	48,315	0	0	179,055	76%	56,405	17906
18	Electrical	180,210	27,819	140,928	27,819	0	0	168,747	94%	11,463	16875
19	Owner Contingency ALLOWANCE	25,000	0	0	0	0	0	0	0%	25,000	0
CO1	PEMB Design Changes	-127,134	0	-127,134	0	0	0	-127,134	100%	0	-12713
CO2	Earthwork Scope	56,495	0	56,495	0	0	0	56,495	100%	0	5650
CO3	Credit Rigid Insulation at Pier Footings	-770	0	-770	0	0	0	-770	100%	0	-77
		1,365,656	95,165	1,097,130	95,165	0	0	1,192,295	87%	173,361	119233

ORDINANCE NO. 2025-8

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 31 CITY COUNCIL, SECTION 31-27 REGULAR MEETINGS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Section 31-27 of the Municipal Code of Wayne, Nebraska, be amended as follows:

§ 31.27 REGULAR MEETINGS.

The meetings of the Council shall be held in the Council Chambers located in City Hall at **513 Main** ~~306 Pearl~~ Street, Wayne, Nebraska. Regular meetings shall be held on the first and third ~~Mondays~~ ~~Tuesdays~~ of each month at the hour as designated in the advanced publicized notice of such meeting; however, if the regular ~~Monday~~ ~~Tuesday~~ meeting is a holiday, or other conflicting date, the regular meeting shall be held on the preceding ~~Friday~~ ~~Monday~~ or subsequent ~~Tuesday~~ ~~Wednesday~~ or ~~Wednesday~~ ~~Thursday~~. At all meetings of the Council, a majority of the Council members shall constitute a quorum to do business.

Section 2. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 3. This ordinance shall take effect with the July meetings, and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk