

AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
513 MAIN STREET
January 5, 2026

1. Call the Meeting to Order – 5:30 p.m.
2. Pledge of Allegiance
3. Mayoral Announcements

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.

4. [Approval of Minutes – December 15, 2025](#)
5. [Approval of Claims](#)
6. [Presentation by Northeast Nebraska Insurance Agency on the 2026 Property & Casualty Insurance Package and action to approve the same – Brett Kramer](#)

Background: This year’s total property and casualty insurance package is \$703,547, \$107,045 higher than 2025. A breakout is attached showing the majority of the increase was attributable to property, which includes the power plant (commercial output).

7. [Action on the “Letter of Intent” to apply for CCCFF Grant Funds for the FNBO Building \(Planning Grant\)](#)

Background: Staff would like Council approval to submit a “Letter of Intent” to the State of Nebraska Department of Economic Development for a planning grant to be used to explore opportunities at the FNBO building (for a relocation of the CAC ultimately and possibly other new amenities). This would commit the City to a maximum of \$15,000, as the grant is a 1:1 match (for a total planning budget up to \$30,000). This “Letter of Intent” is due on January 15th. We would have to follow-up with a full grant application that is due February 15th. Again, this grant would only be for planning purposes at this point.

8. [Resolution 2026-1: Approving Ninth Amendment to Communication Tower and Real Estate Lease Agreement with Alltel Corporation d/b/a Verizon Wireless](#)

Background: The City currently receives \$3,954.37 per month, with a 5% annual escalator in March each year from Verizon. This agreement will end in 2029. This summer, Verizon advised staff they needed to renegotiate the contract in order to realize cost savings with the company.

Since that time, staff has received four offers from Verizon:

1. \$2,375/month, with a 10% increase every 5 years or a \$570,000 lump sum payment for a 99 year lease (this was rejected);
2. Verizon then switched negotiators and sent an offer of \$2,750/month, with a 3% annual escalator, starting 3/1/26 or a \$650,000 lump sum payment for 99 years (this was rejected);
3. Verizon came back again with \$3,500/month, with a 3% annual escalator, but not starting until 3/1/29 (so we realize the current higher lease payment for another 3 years with the 5% increases) or a \$900,000 lump sum payment for 40 years (this was rejected); and
4. They finally came back with \$3,900/month, same 3% annual escalator and not starting until 2029 (the City will get the higher lease payment for another 3 years with the 5% increase until then).

While the lump sum would be nice, it is about half the rate (of \$1.7M) and ties the City into 40 years instead of 25 years. Verizon also wants a first right of refusal should the City sell the tower.

The recommendation of the Finance Committee and staff is to accept the \$3,900 offer with the 3% annual increase starting in March, 2029.

9. [Resolution 2026-2: Approving Agreement with Flyover Demographics, LLC, a Nebraska Limited Liability Company for 306 N Pearl Street](#)

Background: We now have a lease agreement with Flyover Demographics (Jeremy Wynia) ready for Council consideration. Jeremy's business will be on the first floor, so we do not need to worry about ADA issues. It is a short-term lease, so we can renegotiate after 6 months to see how he is doing. The \$50 per month payment will go towards utilities.

10. [Action on Change Order No. 3 in the amount of \\$6,505.48 to Gehring Construction and Ready Mix Co., Inc., for the "Wayne 7th Street Trail, CDBG No. 22-PW-008 Project" – Roger Protzman, Engineer with JEO Consulting Group, Inc.](#)

Background: This Change Order represents additional costs to adjust the manhole structure, staff requesting cast iron rather than plastic truncated dome panels, and additional operational time to resolve utility conflicts on this project.

11. [Action on Contractor's Application for Payment No. 6 in the amount of \\$97,631.86 to Gehring Construction and Ready Mix Co., Inc., for the "Wayne 7th Street Trail, CDBG No. 22-PW-008 Project" – Roger Protzman, Engineer with JEO Consulting Group, Inc.](#)

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

12. [Action on Contractor's Application for Payment No. 2 in the amount of \\$161,015.33 to Otte Construction for the "Well House and Municipal Well 2025-1 Project"- Roger Protzman, Engineer with JEO Consulting Group, Inc.](#)

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

13. [Action on Contractor's Application for Payment No. 3 in the amount of \\$58,474.33 to Otte Construction for the "Well House and Municipal Well 2025-1 Project"- Roger Protzman, Engineer with JEO Consulting Group, Inc.](#)

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

14. [Action on Mayoral Appointment of Dana Tompkins to replace Mark Putnam on the Wayne Airport Authority Board](#)

Background: Mayor Brodersen has received two references (attached) for the appointment of Dana Tompkins to the Wayne Airport Authority Board. This is a six-year term – he will serve the five years remaining on this term.

15. [Discussion on current Investment Policy](#)

Background: Staff would like Council to have a conversation about its intent with the current investment policy (last approved on November 3, 2025). After the RFP discussion the other night regarding the City's checking account, staff wants direction on how to handle investments going forward – does it only consider the best rates (as the policy states), or does it need additional criteria from Council on where to invest funds in "local" institution(s)? Since staff reinvests regularly with these funds, we would like this determined soon.

16. Adjourn

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

The Wayne City Council met in regular session at City Hall on December 15, 2025, at 5:30 o'clock P.M.

Mayor Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Austyn Houser, Parker Bolte, Dwaine Spieker, Joe Whitt, Jason Karsky, Dallas Dorey and Matt Eischeid; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Councilmember Brittany Webber.

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 Brodersen advised the public that a copy of the Open Meetings Act was located on the table in Council Chambers, 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.

Shawn Ovenden and Adam Wilmes, representatives of the Nebraska Water Environment Association, presented the "Golden Manhole Society Award" to Doug Echtenkamp for his work in safety, leadership and innovation in operations of the treatment plant in his 42 years of service at the Wayne Water/Wastewater Treatment Facility.

Councilmember Spieker made a motion, which was seconded by Councilmember Bolte, to approve the minutes of the meeting of December 1, 2025, and to waive the reading thereof. Mayor Brodersen stated

the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACE HARDWARE & HOME, SU, 355.99; ALERT 360, SE, 84.24; APPEARA, SE, 130.79; ARROWHEAD DEVELOPMENT, RE, 2,000.00; BAUE, COLTON, SE, 34.00; BENSCOTER CONSTRUCTION, SE, 9,650.00; BERNAL, GEORGINA, SE, 65.00; BLUE CROSS BLUE SHIELD, SE, 57,807.97; CERTIFIED TESTING SERVICES, SE, 550.50; CERTIFIED TESTING SERVICES, SE, 1,432.50; CHASE PAYMENTECH, SE, 4,759.34; CHASE PAYMENTECH, SE, 492.22; CHESTERMAN, SU, 209.59; CINTAS, SU, 252.95; CITY EMPLOYEE, RE, 584.25; CITY EMPLOYEE, RE, 3,798.23; CITY EMPLOYEE, RE, 406.62; CITY EMPLOYEE, RE, 484.90; CITY EMPLOYEE, RE, 100.00; CITY EMPLOYEE, RE, 2,453.80; CITY EMPLOYEE, RE, 275.00; CITY OF WAYNE, RE, 386.77; CONNELL, BRIDGETT, RE, 200.00; COTTONWOOD WIND PROJECT, SE, 13,574.64; CROWNE PLAZA-KEARNEY, SE, 1,439.55; DEAN, JACE, SE, 180.00; DEARBORN LIFE INSURANCE COMPANY, SE, 3,403.40; DORING, BRENT, RE, 500.00; DUTTON-LAINSON COMPANY, SU, 6,084.00; FAST PIK, SU, 4,634.69; FASTENAL, SU, 549.72; FLOOR MAINTENANCE, SU, 456.22; GEHRING CONSTRUCTION & READY MIX, SE, 78,069.14; GLOBAL PAYMENTS INTEGRATED, SE, 1,152.57; GROSSENBURG IMPLEMENT, SU, 394.36; GUARDIAN, SE, 798.80; HANSEN, DAWSON, SE, 167.00; HARMS OIL, SU, 1,111.57; HILAND DAIRY, SU, 113.49; HILAND DAIRY, SU, 198.72; HOMETOWN LEASING, SE, 375.26; HORIZON CONSTRUCTION, RE, 1,000.00; INGRAM LIBRARY SERVICES, SU, 1,970.80; JOHN'S WELDING AND TOOL, SU, 87.75; JOHNSON HARDWARE, SU, 533.50; KAI, MARK, RE, 75.00; KARSKY, RYAN, SE, 34.00; KTCH, SE, 175.00; LINDSAY, JEANNE, RE, 150.00; MACQUEEN EQUIPMENT, SU, 973.44; MAIN STREET GARAGE, SE, 1,215.00; MERCHANT JOB TRAINING, SU, 650.00; MIDWEST LABORATORIES, SE, 192.57; MIDWEST TAPE, SU, 52.48; MILLER LAW, SE, 6,343.75; MOTOROLA SOLUTIONS, SU, 48,448.00; NPPD, SE, 184.00; NPPD, SE, 7,984.08; NNEDD, SE, 570.00; NNEED, SE, 332.50; NORTHEAST POWER, SE, 6,525.00; NORTHWEST ELECTRIC, SE, 2,319.62; ONE CALL CONCEPTS, SE, 56.65; OPTK NETWORKS, SE, 531.54; O'REILLY AUTOMOTIVE STORES, SU, 967.80; OVERDRIVE, SU, 2,441.50; PAC N SAVE, SU, 1,059.43; PLUNKETT'S PEST CONTROL, SE, 41.02; PLUNKETT'S PEST CONTROL, SE, 52.56; PLUNKETT'S PEST CONTROL, SE, 60.00; QUALITY 1 GRAPHIC, SU, 50.00; QUALITY FOOD CENTER, SU, 19.98; RIDENOUR, BRELAND, SE, 150.00; SILVER SILO DESIGN, SU, 75.00; STADIUM SPORTING GOODS, SE, -204.00; STADIUM SPORTING GOODS, SE, 72.00; STAPLES, SU, 59.39; STATE NEBRASKA BANK & TRUST, RE, 2,950.00; STATE NEBRASKA BANK & TRUST, SE, 69.84; STEFFEN TRUCK EQUIPMENT, SU, 1,057.64; TNT SALES AND SERVICE, SU, 14,793.00; TOTAL GRAPHICS, SU, 472.80; TR HARRIS CONSTRUCTION, SE, 296,843.08; US FOODSERVICE, SU, 2,773.61; WALLING, TANNER, SE, 17.00; WASTE CONNECTIONS, SE, 46.50; WAYNE AUTO PARTS, SU, 1,021.29; WAYNE COUNTY TREASURER, TX, 3,911.80; WAYNE HERALD, SE, 190.00; WAYNE HERALD, SE, 1,608.00; WAYNE HERALD, SE, 760.20; WAYNE VETERINARY CLINIC, SE, 112.00; WESCO, SU, 593.85; WESCO, SU, 2,272.68; WAPA, SE, 25,118.95; WISNER WEST, SU, 81.57; A TO Z VAC N SEW, SU, 59.90; ALLO, SE, 1,582.60; AMERITAS, SE, 200.23; AMERITAS, SE, 35.00; AMERITAS, SE, 5,457.86; AMERITAS, SE, 72.00; APPEARA, SE, 120.92; AWWA, FE, 385.00; BAUE, COLTON, SE, 34.00; BINSWANGER GLASS, SU, 5,109.10; BLACK HILLS ENERGY, SE, 1,600.63; BMI, FE, 446.00; BORDER STATES INDUSTRIES, SU, 557.99; CARLSON WEST POVONDRA ARCHITECTS, SE, 141.75; CASEY SCHROEDER, SE, 1,561.55; CINTAS, SU, 222.93; CITY EMPLOYEE, RE, 474.19; CITY OF NORFOLK, SE, 130.48; CITY OF WAYNE, PY, 129,812.75; CITY OF WAYNE, RE, 647.12; DAS STATE ACCTG-CENTRAL FINANCE, SE, 119.73; DEARBORN LIFE INSURANCE COMPANY, SE, -3,398.36; DEARBORN LIFE INSURANCE COMPANY, SE, 3,398.36; DGR, SE, 30,025.50; EAKES OFFICE PLUS, SE, 759.62; FAITH REGIONAL PHYSICIAN SERV, SE, 185.00; FASTSIGNS, SU, 395.52; FIRST CONCORD GROUP, SE, 4,481.12; FLOOR MAINTENANCE,

SU, 754.26; GROSSENBURG IMPLEMENT, SU, 37.06; GROUNDWORKS, RE, 1,000.00; HANSEN, DAWSON, SE, 17.00; HAWKINS, SU, 1,969.41; HEIMAN FIRE EQUIPMENT, SE, -23.31; HERITAGE HOMES, RE, 200.00; ICMA, SEM, 158.98; ICMA, SE, 270.84; ICMA, SE, 214.81; ICMA, SE, 148.60; ICMA, SE, 623.47; ICMA, SE, 584.44; ICMA, SE, 369.23; ICMA, SE, 11,244.12; ICMA, SE, 272.00; ICMA, SE, 1,324.36; ICMA, SE, 43.40; IRS, TX, 5,112.28; IRS, TX, 21,859.62; IRS, TX, 15,606.91; J. F. AHERN, SE, 17,921.00; JACK'S UNIFORMS, SE, 55.89; JEO CONSULTING GROUP, SE, 464.63; KARSKY, RYAN, SE, 17.00; KATE JORGENSEN TRUST ACCOUNT, RE, 400000.00; KTCH, SE, 1,000.00; LUBBERSTEDT, BRENDA, RE, 240.00; MUNICIPAL SUPPLY, SU, 1,616.62; NE DEPT OF REVENUE, TX, 6,606.78; OPEN ACCESS TECHNOLOGY INTERNATIONAL, FE, 650.00; O'REILLY AUTOMOTIVE STORES, SU, 138.94; OTOCAST, SE, 1,500.00; POSPISIL, NATHAN, RE, 500.00; RESCO, SU, 904.98; REYNOLDS, MORGAN, SE, 180.00; SEILER INSTRUMENT & MFG, SU, 1,000.00; SID DILLON CHEVROLET, SU, 73,830.00; STAPLES, SU, 1,139.51; STURM, CHASE, SE, 17.00; THE RADAR SHOP, SE, 449.00; TR HARRIS CONSTRUCTION, SE, 38,160.59; TRI-STATE COMMUNICATIONS, SU, 947.11; US BANK, SU, 19,709.48; USA BLUE BOOK, SU, 495.72; UTILITIES SECTION, FE, 325.00; WALLING, TANNER, SE, 17.00; WESCO, SU, 1,649.41

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

Luke Virgil, Wayne Economic Development Director, representing Wayne America, Inc., was present requesting Council consideration to waiving the rental fees (\$600) for the City Auditorium. The organization has reserved the City Auditorium on December 24th & 25th, to help sponsor a Christmas Dinner with HIS Baking Co., Refind & Refresh, Sweet Peppers, and several other anonymous donors. The \$200 security deposit would still be paid.

Councilmember Bolte made a motion, which was seconded by Councilmember Spieker, to approve the request of Luke Virgil, Wayne Economic Development Director, representing Wayne America, Inc., to waive the City Auditorium rental fees (\$600) for December 24th & 25th, to help sponsor a Christmas Dinner with HIS Baking Co., Refind & Refresh, Sweet Peppers, and several other anonymous donors. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Joel Hansen, Street and Planning Director, presented his annual report.

Discussion took place on Ordinance 2025-18, which came on for its third and final reading. Mayor Brodersen requested Council to consider amending/changing the age limit to 16 instead of 17.

Councilmember Spieker noted the reason he proposed age 17 was that 17 is the age limit for specialty vehicles (e.g. motorcycles). He also thought another year of experience would be helpful.

After discussion, Councilmember Eischeid introduced Ordinance No. 2025-18, and moved for approval of the third and final reading thereof as written; Councilmember Karsky seconded.

ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – ALL-TERRAIN AND UTILITY-TYPE VEHICLES TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Discussion took place on Ordinance 2025-19, which came on for its third and final reading. The discussion concerned amending the age limit to 16.

After discussion, Councilmember Bolte introduced Ordinance No. 2025-19, and moved for approval of the third and final reading thereof as amended: to change the age limit to 16 years instead of 17 as written; Councilmember Whitt seconded.

ORDINANCE NO. 2025-19

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – ALL-TERRAIN AND UTILITY-TYPE VEHICLES TO ADD A SECTION PERTAINING TO GOLF CARS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Councilmember Spieker opined he thought the age limit should be kept at 17, regardless of how fast a golf cart can go.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, and Councilmembers Houser and Spieker who voted Nay, the Mayor declared the motion carried.

Paul Davis, Engineer with DGR Engineering, advised the Council that one bid was received on the “Furnishing Control Enclosure – Northeast Station Project.” Said bid was received from Trachte, LLC, for \$605,978.00. This company has successfully completed similar projects for them in the past, and they

know of no reasons why they would not perform well on this project. Subject to final agreement on contract terms by City staff, DGR recommended awarding the contract to Trachte, LLC, at a total price of \$605,978. Their estimate was \$530,000.

Councilmember Eischeid introduced Resolution No. 2025-75 and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2025-75

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE FURNISHING AND INSTALLING OF A NEW CONTROL ENCLOSURE FOR THE “NORTHEAST SUBSTATION PROJECT” – TRACHTE, LLC, FOR \$605,978.

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

Administrator Blecke stated the Park and Rec Board met to review the suggestions made by staff to increase/change the CAC membership fees and rec sports fees. They also recommended that said fees be increased 20% each year for another two years. CAC fees have not been amended since 2015. At one point, the City tried to keep the membership fees a little below Providence Wellness Center’s (PMC) fees. At this time, the PMC’s fees are at \$612 (does not include tax); the CAC fees are at \$330 (includes tax). This rate increase would still be below PMC levels. In addition, the Board was recommending reducing the different levels from 26 to 18.

Councilmember Dorey had concerns about the “young adult” fee - \$150. He would also like to see just a one-year increase at this time to see what memberships do this first year and then revisit it.

After discussion, Councilmember Dorey introduced Resolution No. 2025-72 and moved for its approval, with only a one-year rate increase at this time - 2026; Councilmember Karsky seconded.

RESOLUTION NO. 2025-72

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

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

The following Resolution would amend the Wage and Salary Schedule by including a 3% cost of living increase that was approved in the budget. This would be effective with the first payroll period in January, 2026. It was noted that the minimum wage will increase to \$15.00 per hour January 1, 2026.

After discussion, Councilmember Bolte introduced Resolution No. 2025-73 and moved for its approval; Councilmember Houser seconded the motion.

RESOLUTION NO. 2025-73

A RESOLUTION AMENDING THE WAGE AND SALARY SCHEDULE.

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

Administrator Blecke stated the City received three proposals from eligible financial institutions (BankFirst, Elkhorn Valley Bank, and State Nebraska Bank) for the solicitation for primary checking account services. The Finance/Audit Committee met on December 1st to review said proposals. The Committee looked at the Council-approved selection criteria to evaluate each: rates (both fixed and variable); fees; and, experience and qualifications. The Committee agreed that all proposing institutions had the needed experience and qualifications to provide checking account services to the City.

At this time, the City is currently receiving a variable interest rate of 1.25% on its primary checking account. Each 1.00% of interest (or 100 basis points) for one year earns the City \$10,000.00 of interest income for every \$1,000,000.00 of account balance.

The proposals received were as follows:

- BankFirst – proposed a fixed 1.15% rate for five years. Another account with a higher rate would be used to offset all fees.
- State Nebraska Bank – proposed a fixed 2.00% rate for five years; the variable rate would be 1.00% over the bank’s Super NOW rate. As of November 3rd that variable rate would have been a combined 2.25%. Variable rates would be determined by the bank, but that rate changes as the Federal Reserve adjusts rates. No fees would be imposed.
- Elkhorn Valley Bank – proposed a fixed 3.00% rate for 5 years; the variable rate could be tied to two different indices (City choice) – 60 basis points under the effective federal funds rate (EFFR) OR 35 basis points under the 3-year US treasury rate; both of these rates with calculated discounts as of November 3, 2025, were approximately 3.26%. These rates would be adjusted the first of each month. The only fees charged that the City would incur would be wire fees (\$5 each incoming; \$20 each outgoing). *The City only receives

incoming wires on bond proceeds and outgoing wires on bond payments (currently three per year).*

After discussion on the selection criteria, the Committee is recommending to the Council that the City conducts business with Elkhorn Valley Bank for the next five years for its primary checking account services, using the 3.00% fixed interest rate.

Councilmember Eischeid, a member of the Finance/Audit Committee, stated their responsibility as well as that of the committee, is to taxpayer dollars. If Council would choose a bank other than the one with the highest rate, where would the City come up with those extra dollars lost, which could be somewhere in the range of \$250,000 or more over 5 years. The Council has to be fiscally responsible with taxpayer dollars – they are elected to do that.

Councilmember Houser, who is also a member of the Finance/Audit Committee, agreed with Councilmember Eischeid. Fiduciary responsible is their job as elected representatives. When you are comparing the rates and everything the RFP outlined, Elkhorn Valley is who came out ahead. He noted that Councilmember Webber, also a member of the Committee who was absent, wanted her point shared that she supports the decision presented and recommended by the Finance/Audit Committee.

Councilmember Dorey suggested tabling the matter so Council can talk to more people about it and get more information.

Discussion took place on what the word “local” means. Administrator Blecke reminded Council staff has to be black and white. In regard to the local part, Council approved the banks must be inside city limits. The proposals were then limited to four possible applications. He and staff did not think property taxes or volunteer hours would come into play on this decision. In addition, he noted the School went out for bids this spring. He obtained a copy of their RFP, and the Finance/Audit Committee scaled down the criteria to what Council approved on November 3rd. If the Council awards the RFP to Elkhorn Valley, the intent is to still keep an account open at State Nebraska Bank. The balance today is \$4.8 million, so staff would be moving at least \$4 million of that amount to Elkhorn Valley.

It was noted that staff obtains proposals on CD's when they come due, and the same fluctuates and goes to whoever has the highest rate. There was a time in 2023 that State Nebraska Bank was down to \$560,000 and Elkhorn Valley was at \$9,000,000. There are times when banks will pass, because they do not want the money. In 2025, there is \$8,000,000 with State Nebraska Bank and there is \$7.6 million with Elkhorn Valley in CD's. There are no CD's at the other banks.

Matt Ley, Greg Ptacek, Chele Meisenbach, Morgan Jueden, Dave Ley, and Mason Ley, spoke against moving the checking account to Elkhorn Valley, citing that State Nebraska Bank is the only true locally owned banking institution in Wayne, even though their rate was 1% lower than Elkhorn Valley Bank's rate.

Corby Schweers, representing Elkhorn Valley Bank, was present to speak on the RFP process and awarding the contract to the bank with the highest rate.

After discussion, Councilmember Dorey made a motion, which was seconded by Councilmember Karsky, to table action on Resolution 2025-74 to obtain more information.

Administrator Blecke stated Council needs to decide if the parameters or criteria would be the same when staff seeks bids/rates on CD's. If so, the investment policy would need to be amended. Nothing, however, would change the operations of the City if the Council tabled this item.

After some discussion, Mayor Brodersen stated the motion, and the result of roll call being three Yeas (Councilmembers Witt, Karsky, and Dorey), and four Nays (Councilmembers Houser, Bolte, Spieker, and Eischeid), and Councilmember Webber who was absent, the Mayor declared the motion failed.

Councilmember Houser then introduced Resolution No. 2025-74 and moved for its approval – approving the Finance/Audit Committee's recommendation to award the contract for the City of Wayne's primary checking account to Elkhorn Valley Bank & Trust at a fixed rate of 3% for five years; Councilmember Eischeid seconded.

RESOLUTION NO. 2025-74

A RESOLUTION ACCEPTING THE PROPOSAL OF ELKHORN VALLEY BANK AND TRUST FOR THE CITY OF WAYNE'S PRIMARY CHECKING ACCOUNT'S DEPOSITORY.

Mayor Brodersen stated the motion, and the result of roll call being three Yeas (Councilmembers Eischeid, Karsky and Houser), and four Nays (Councilmembers Bolte, Spieker, Witt and Dorey), and Councilmember Webber who was absent, the Mayor declared the motion failed.

Councilmember Bolte then introduced Resolution No. 2025-74 and moved for its approval – awarding the contract for the City of Wayne’s primary checking account to State Nebraska Bank at a fixed rate of 2% for five years; Councilmember Spieker seconded.

RESOLUTION NO. 2025-74

A RESOLUTION ACCEPTING THE PROPOSAL OF STATE NEBRASKA BANK FOR THE CITY OF WAYNE’S PRIMARY CHECKING ACCOUNT’S DEPOSITORY.

Councilmember Eischeid noted he is voting in the affirmative for the reason that to stay at a 1.25% interest rate is unacceptable.

Mayor Brodersen stated the motion, and the result of roll call being five Yeas (Councilmembers Bolte, Spieker, Witt, Karsky and Eischeid), and two Nays (Councilmembers Houser and Dorey), and Councilmember Webber who was absent, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Bolte, to change the Council meeting date from Monday, January 19th (Martin Luther King Day) to Tuesday, January 20th.

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

There being no further business to come before the meeting, Mayor Brodersen declared the meeting adjourned at 7:49 p.m.



City of Wayne, NE

Council Approval Listing

Payment Date Range: 12/16/2025 - 01/05/2026

Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,196.23
AMERITAS LIFE INSURANCE	AMERITAS ROTH	200.23
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	5,348.16
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	LINEN & MAT SERVICE	86.08
BEIERMANN ELECTRIC	LABOR/MILEAGE FOR SELECTOR SWITCH	205.00
BIG RED PRINTING	WARNING/VIOLATION TICKETS	1,019.90
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	152,874.59
BLUE 360 MEDIA, LLC	CRIMINAL & TRAFFIC LAW MANUAL	588.69
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	57,807.97
BOMGAARS	SUPPLIES	2,095.39
BUILDERS RESOURCE	FRAMING NAILS	214.97
BUILDERS RESOURCE	PARK/REC BUILDING OFFICE SUPPLIES	18,691.35
CENGAGE LEARNING INC	BOOKS	211.17
CERTIFIED TESTING SERVICES INC	WELL HOUSE	537.00
CINTAS	FIRST AID SUPPLIES	107.27
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING	533.50
CITY EMPLOYEE	SAFETY BOOT REIMBURSEMENT	175.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	96.71
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	25.53
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,627.52
CITY EMPLOYEE	CDL REIMBURSEMENT	61.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	22.71
CITY EMPLOYEE	VISION REIMBURSEMENT	280.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	654.28
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	576.18
CITY OF WAYNE	PAYROLL	129,186.15
CITY OF WAYNE	UTILITY REFUNDS	3,983.38
CIVICPLUS	WEBSITE ANNUAL FEE RENEWAL	9,693.89
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	537.60
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	75.68
DEMCO INC	LABEL PROTECTORS/LAMINATE	845.05
DOOSAN BOBCAT NORTH AMERICA, INC	BOBCAT SKID STEER	15,565.00
ENVIRONMENTAL SERVICES, INC.	ASBESTOS SAMPLE 113 S MAIN ST	654.00
EPC SERVICES COMPANY	SUBSTATION MAINTENANCE AND REPAIRS	50,572.50
FASTWYRE BROADBAND	TELEPHONE CHARGES	856.65
FASTWYRE BROADBAND	FIBER LINE LEASE	930.02
FIRST CONCORD GROUP LLC	ADMIN FEE	400.00
FLOOR MAINTENANCE	JANITORIAL & TAKEOUT CONTAINERS	504.10
GUARDIAN	GUARDIAN LIFE INSURANCE PREMIUMS	812.40
H.K. SCHOLZ COMPANY	DIGITAL VOLTMETER REPAIRS	5,948.96

Vendor	Payable Description	Payment Total
HAWKINS, INC	VALVE	88.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	100.28
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	238.62
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	78.53
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	270.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	369.23
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	158.98
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	623.47
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	148.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,324.36
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	584.44
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	272.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	11,244.12
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	214.81
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	43.40
IRS	MEDICARE WITHHOLDING	164.56
IRS	FICA WITHHOLDING	703.50
IRS	FEDERAL WITHHOLDING	229.40
IRS	MEDICARE WITHHOLDING	5,057.38
IRS	FICA WITHHOLDING	21,624.84
IRS	FEDERAL WITHHOLDING	14,520.36
JACK'S UNIFORMS	POLICE UNIFORM	1,431.34
JEO CONSULTING GROUP	NEW WELL	4,665.68
JEO CONSULTING GROUP	MARKET PARTICIPANT ASSISTANCE	1,539.00
JOHN'S WELDING AND TOOL LLC	POWER WASHER REAL PARTS	6.72
MARCO INC	COPIER LEASE	184.50
MATT PARROTT	TAX FORMS/ENVELOPES	508.18
MIDWEST TAPE LLC	DVDS	157.68
MILLER LAW	ATTORNEY FEE	6,470.62
MOTOROLA SOLUTIONS, INC	FULL CALLWORKS STATION INSTALL	28,617.16
MUNICIPAL SUPPLY INC	SAFETY FLANGE/UPPER STEM	965.45
N.E. NEB CLERKS ASSOCIATION	2026 CLERKS ASSOCIATION DUES	20.00
NE DEPT OF REVENUE	STATE WITHHOLDING	167.24
NE DEPT OF REVENUE	STATE WITHHOLDING	6,343.02
NE HARVESTORE	BRUSHES FOR TOOL CAT	1,249.03
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	254.00
NORTHEAST NE INS AGENCY INC	2026 FORD F550 PICKUP	38.00
NORTHEAST POWER	ELECTRICITY	5,298.00
NORTHEAST POWER	WHEELING CHARGES	30,397.86
OLSSON	PRAIRIE PARK PHASE 4	10,400.00
ONE OFFICE SOLUTION	10 CASES OF COPY PAPER	440.00
O'REILLY AUTOMOTIVE STORES, INC.	CRIMPER/BUTT SPLICE/TORCH	90.64
OVERHEAD DOOR	BOWTIE REMOTES	180.00
OVERHEAD DOOR	CABLE	129.05
PCAN	2026 DUES	200.00
PLUMBING & HEATING WHOLESALE INC.	PARK/REC BUILDING BATHROOM SUPPLIES	1,328.80

Vendor	Payable Description	Payment Total
QUALITY 1 GRAPHIC	WWW TRUCK DECALS	100.00
RESCO	TRANSFORMER	23,466.17
SILVER SILO DESIGN LLC	LIBRARY ENVELOPES	172.81
STADIUM SPORTING GOODS	EMBROIDERY	84.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	110.81
THRASHER	BUILDING PERMIT DEPOSIT REFUND	1,000.00
TYLER TECHNOLOGIES	PCI SERVICE FEE	360.00
USA BLUE BOOK	TREATMENT SAMPLE STICKS	253.47
VERIZON WIRELESS SERVICES LLC	CELL PHONES	639.86
WAVELIKE DANCE CENTRE	AUDITORIUM DEPOSIT REFUND	250.00
WAYNE COUNTY TREASURER	WWW TRUCK	3,696.01
WESCO DISTRIBUTION INC	BRACELESS FIBERGLASS CROSSARMS	1,420.43
Y & Y LAWN SERVICE LLC	CAC FERTILIZER	60.00
	Grand Total:	656,664.60

CITY OF WAYNE		2024-2025	2025-2026	2026-2027
PROPERTY PREMIUM		\$211,012.00	\$242,339.00	\$275,975.00
Co-Ins 100% Values		\$55,932,877.00	\$59,887,256.00	\$75,845.17
		\$25,000 deductible	\$10,000 AOP	\$10,000 AOP
		& 1%	Wind Hail Ded 2% on book	Wind Hail Ded 2% on book
			All other is \$25,000 Ded	All other is \$25,000 Ded
COMMERCIAL OUTPUT		\$111,302.00	\$151,449.00	\$202,526.00
Power Plant				
	Building - Stated Value	\$58,875,772.00	\$71,263,502.00	\$74,114,042.00
	Contents - Rep. Cost	\$189,683.00	\$201,064.00	\$209,107.00
		\$50,000 deductible	50,000 deductible	50,000 deductible
AUTO		\$45,024.00	\$47,308.00	\$57,412.00
		\$3,000.00 deductible	\$3,000 deductible	3,000 deductible
		no ded glass	no ded glass	no ded glass
INLAND MARINE		\$13,927.00	\$15,012.00	\$16,103.00
UMBRELLA		\$29,455.00	\$32,612.00	\$33,825.00
Additional Insured Wayne Rural Fire District				
LINEBACKER		\$5,728.00	\$6,365.00	\$6,578.00
Law Enforcement Liability		\$4,800.00	\$4,800.00	\$5,045.00
CRIME		\$511.00	\$427.00	\$353.00
LIABILITY		\$19,614.00	\$22,286.00	\$26,073.00
Additional Insured Wayne Rural Fire District				
WORKERS COMPENSATION		\$89,691.00	\$73,904.00	\$79,657.00
	Exp Mod	1.07	0.8	
TOTAL		\$ 531,064.00	\$596,502.00	\$703,549.00

2025-2026 Additions/Deletions:	

EMC		2025		2026	DIFFERENCE
Property	\$	242,339.00	\$	275,975.00	\$ 33,636.00
Liability	\$	22,286.00	\$	26,073.00	\$ 3,787.00
Inland Marine	\$	15,012.00	\$	16,103.00	\$ 1,091.00
Automobile	\$	47,308.00	\$	57,412.00	\$ 10,104.00
Crime	\$	427.00	\$	353.00	\$ (74.00)
Work Comp.	\$	73,904.00	\$	79,657.00	\$ 5,753.00
Umbrella	\$	32,612.00	\$	33,825.00	\$ 1,213.00
Other					
Comm. Output	\$	151,449.00	\$	202,526.00	\$ 51,077.00
Linebacker	\$	6,365.00	\$	6,578.00	\$ 213.00
Law Enforce	\$	4,800.00	\$	5,045.00	\$ 245.00
	\$	596,502.00	\$	703,547.00	\$ 107,045.00

January 6, 2026



Susan Nickerson, CCCFF Coordinator
 Nebraska Department of Economic Development
 245 Fallbrook Blvd, Ste. 002
 Lincoln, NE 68521

RE: Letter of Intent to Apply
 2026 CCCFF Application Cycle

Dear Ms. Nickerson:

This letter is formal notice to the Nebraska Department of Economic Development that the City of Wayne intends to apply for an award through the Civic and Community Center Financing Fund program. After reviewing the CCCFF Application & Program Guidelines, we are aware that, if awarded, CCCFF monies cannot account for more than fifty percent (50%) of total project costs and costs incurred prior to an award are ineligible. In addition, the City of Wayne has a general accounting system in place to track project costs and expenditures.

CCCFF Application Summary	
PROJECT/APPLICATION NAME	City of Wayne – Community Activity Center project (planning) 2026
PROJECT TYPE <i>(select one)</i>	<input checked="" type="checkbox"/> Planning <input type="checkbox"/> Construction
HISTORIC PROPERTY ACKNOWLEDGEMENT <i>(select one)</i>	<input type="checkbox"/> YES , project involves one or more properties 50 years old or older <input checked="" type="checkbox"/> NO , project does NOT involve properties 50 years old or older
ESTIMATED TOTAL PROJECT COST	\$30,000.00
ANTICIPATED CCCFF GRANT REQUEST AMOUNT	\$15,000.00

In submitting this letter of intent, we understand and acknowledge the following statutory requirements, which are discussed in the CCCFF Application & Program Guidelines:

1. Our Project conforms with one or more of the defined eligible facilities.
2. Our Project conforms with the ownership and location requirements.
3. Where a Project involves a property (or properties) that are 50 years old or older, applicants to the CCCFF program must submit the Historic Properties/SHPO Compliance Form to be eligible for an award of state aid. If not attached to this letter as an Enclosure, this form will be submitted with our full application.
4. A municipality or tribal government applicant may only receive one grant of each type (planning or construction) in any two-year period.
5. The amount of our anticipated grant request falls within the applicable award floor and award ceiling for the type of grant being requested.

Should any of our Project information change between the date of this letter and our full application, those details will be so noted upon its submission.

Sincerely,

513 Main Street
 Wayne, NE 68787
 402.375.1733
 cityofwayne.org

Jill Brodersen, Mayor

CC: Wes Blecke, City Administrator

HISTORIC | HEART | HOME

RESOLUTION NO. 2026-1

A RESOLUTION APPROVING NINTH AMENDMENT TO COMMUNICATION TOWER AND REAL ESTATE LEASE AGREEMENT WITH ALLTEL CORPORATION, D/B/A VERIZON WIRELESS.

WHEREAS, the City of Wayne owns a communication tower next to the property located at 306 Pearl Street; and

WHEREAS, said parties entered into a lease agreement dated March 1, 1998, as amended by First Amendment to Lease Agreement, dated October 2, 2003, and as further amended by Second Amendment to Lease Agreement dated December 14, 2004, Third Amendment to Lease Agreement dated November 8, 2010, Fourth Amendment to Lease Agreement dated July 20, 2012, Fifth Amendment to Lease Agreement dated December 10, 2012, Sixth Amendment to Lease Agreement dated June 4, 2015, Seventh Amendment to Lease Agreement dated December 18, 2018, and Eighth amendment to Lease Agreement dated April 18, 2023; and

WHEREAS, the City Administrator has renegotiated, and the City Attorney has reviewed said Ninth Amendment to the Communication Tower and Real Estate Lease Agreement with Alltel Corporation, d/b/a Verizon Wireless, and recommend approval thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Ninth Amendment to the Communication Tower and Real Estate Lease Agreement with Alltel Corporation, d/b/a Verizon Wireless, is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 5th day of January, 2026.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NINTH AMENDMENT TO COMMUNICATION TOWER AND REAL ESTATE LEASE AGREEMENT

This Ninth Amendment to Communication Tower and Real Estate Lease Agreement (“Ninth Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between the City of Wayne, a Nebraska municipal corporation (“Lessor”), and Alltel Corporation d/b/a Verizon Wireless (“Lessee”). Lessor and Lessee (or their predecessors in interest) entered into that certain Communication Tower and Real Estate Lease Agreement dated March 1, 1999, as may have been previously amended and/or assigned, (the “Lease”), pursuant to which Lessee is leasing from Lessor a portion of that certain property located at 306 Pearl Street, City of Wayne, Wayne County, State of Nebraska, as more particularly described in the Lease. Lessor and Lessee may be referenced in this Ninth Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Ninth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. **Term.** Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on February 28, 2029. Commencing on March 1, 2029, the Lease shall be extended for five (5) years (“Initial Extension Term”). The term of the Lease shall thereafter automatically extend for four (4) additional terms of five (5) years each (each, an “Additional Extension Term”), unless Lessee terminates the Lease by giving Lessor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. **Rent.** Commencing on March 1, 2029, the monthly rent shall be \$3,900.00 to be paid on the first day of the month in advance to Lessor or such other person as Lessor may designate in writing at least 30 days in advance of any rental payment date. Thereafter, beginning on March 1, 2030, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of March 1, 2030 thereafter.

3. **Rent Credit.** This Ninth Amendment provides for a reduction in rent, effective March 1, 2029. The Parties acknowledge and agree that Lessee shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Lessee’s rent due under the Lease.

4. **Right of First Refusal.** Notwithstanding anything contained in the Lease to the contrary, if at any time after the Effective Date, Lessor receives an offer or letter of intent, from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer (“Lessor’s Notice”). Lessor’s Notice shall include the prospective buyer’s name, the purchase price being offered, and any other consideration being offered, the other terms and conditions of the offer, a description of

the portion of and interest in the Property and/or the Lease which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to Lessor by the third-party offeror. Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If Lessee fails to provide written notice to Lessor that Lessee intends to meet such bona fide offer within 60 days after receipt of Lessor's Notice, Lessor may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event the Lease shall continue in full force and effect and the right of first refusal described in this Section shall survive any such conveyance to a third party. If Lessee provides Lessor with notice of Lessee's intention to meet the third party offer within 60 days after receipt of Lessor's Notice, then if Lessor's Notice describes a transaction involving greater space than the Premises, Lessee may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, Lessor acknowledges and agrees that if Lessee exercises this right of first refusal, Lessee may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. Lessee may elect to amend the Lease to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Section, any transfer, bequest or devise of Lessor's interest in the Property as a result of the death of Lessor, whether by will or intestate succession, or any conveyance to Lessor's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which Lessee has any right of first refusal.

5. Notice Address. The notice address for Lessee in the Lease is hereby amended as follows:

If to Lessee: Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

6. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Ninth Amendment, the terms and provisions of this Ninth Amendment shall control. In addition, except as otherwise stated in this Ninth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Ninth Amendment.

7. Ratification and Reaffirmation. Lessor and Lessee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of

the above-referenced Lease. Except as modified by this Ninth Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Ninth Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Ninth Amendment is effective and entered into as of the date last written below.

Lessor:

City of Wayne,
a Nebraska municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Alltel Corporation
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 2026-2

A RESOLUTION APPROVING LEASE AGREEMENT WITH FLYOVER DEMOGRAPHICS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY - 306 PEARL STREET.

WHEREAS, the City of Wayne is desirous of entering into a lease agreement with Flyover Demographics, LLC, to lease the north half of the second floor of the property commonly known as 306 Pearl Street; and

WHEREAS, Flyover Demographics, LLC, is desirous of entering into a lease agreement with the City of Wayne to lease the north half of the second floor of the property commonly known as 306 Pearl Street, for purposes of starting an IT business.

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 lease agreement, which is hereby approved and made a part hereof, the City of Wayne will lease said property to Flyover Demographics, LLC.

PASSED AND APPROVED this 5th day of January, 2026.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of January, 2026, by and between the City of Wayne, Nebraska, a municipal corporation, (Lessor), and Flyover Demographics, LLC, a Nebraska Limited Liability Company (Lessee).

WITNESSETH: Whereas Lessor is the owner of the following described real estate to-wit:

The East 85 feet of Lots 4, 5, and 6, Block 6, Original Wayne, Wayne County, Nebraska

More commonly known as 306 N Pearl Street, Wayne, NE 68787, and Lessee is desirous of leasing from Lessor the north half of the second floor of the above-described real estate, for purposes of starting an IT business, and the parties hereto are desirous of reducing the terms and conditions of said lease to writing.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed that Lessor shall pay to Lessee, commencing January 1, 2026, and on the first day of each month thereafter, rent in the amount of \$0 per month, and utility contributions in the amount of \$50.00 per month. Internet service access and cost shall be at the expense of Lessee. Lessor has the exclusive option to increase the rent or utility contribution after a period of six (6) months, if Lessee still occupies the premises. Either party may terminate this lease agreement by giving written notice to the other party at least 30 days prior to the first (1st) day of the month. All notices to Lessor shall be sent to:

City of Wayne
P.O. Box 8
Wayne, NE 68787

All notices to Lessee shall be sent to:

Flyover Demographics
c/o Jeremy Wynia
1300 Sherman St.
Wayne, NE 68787

Lessee shall be permitted to make cosmetic changes to the leased premises, however, no structural changes shall be made without permission of Lessor. Lessee shall ensure no employees or clients access any portion of the premises other than the area described in this Lease Agreement.

Lessee shall indemnify Lessor and hold Lessor harmless from any and all injuries to persons or damages to personal property for the duration of this lease. Lessee shall provide to Lessor proof of liability insurance in the amount of \$1,000,000, naming the City as an additional insured, and with specific contractual coverage insuring the hereinafter assumed liability of Lessee.

IN WITNESS WHEREOF we have hereunto set our hands this _____ day of January, 2026.

FLYOVER DEMOGRAPHICS, LESSEE

By _____
Jeremy Wynia, Member

THE CITY OF WAYNE, NEBRASKA, LESSOR

By _____
Jill Brodersen, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this _____ day of January, 2026, by Jeremy Wynia, Member of Flyover Demographics, Lessee.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this _____ day of January, 2026, by Jill Brodersen, Mayor of the City of Wayne, Nebraska.

Notary Public



December 29, 2025

Mayor and City Council
City of Wayne
306 Pearl St
Wayne, NE 68787

RE: Wayne, NE
7th Street Trail
JEO Project No. 230243.00

Ladies and Gentlemen:

Enclosed for your consideration is Pay Application No. 6 for the above referenced project.

Pay Application No. 6 covers work from November 22, 2025, to December 23, 2025, and primarily includes inlets, sidewalk, grading, and electrical work. The pay request is for \$97,631.86 and JEO recommends approval of the work.

The contractor is also submitting items for approval for work done to complete the project. A manhole had to be adjusted, a culvert extended, upgrade of materials to cast iron for truncated dome plates, and additional labor to resolve utility conflict issues. The net increase is \$6,505.48 and JEO recommends approval.

The project sidewalk is substantially complete and the electrical infrastructure is complete. The contractor is awaiting the delivery of the light poles to be able to finish the project. There will be a final change order to resolve quantity differences between design and actual construction. Currently it looks like there may be a small credit for the city.

If you have any questions or concerns, please feel free to contact me at 402.649.0455 or rprotzman@jeo.com.

Sincerely,

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

Roger S. Protzman, PE
Principal Engineer

RSP
Enclosures

230243.00LTR251229a-PA6.docx

CHANGE ORDER NO.: 3

Owner: **City of Wayne, Nebraska** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **23024300**
 Contractor: **Gehring Construction and Ready Mix Co., Inc.** Contractor's Project No.:
 Project: **Wayne 7th Street Trail, CDBG No. 22-PW-008**
 Contract Name: **Wayne 7th Street Trail, CDBG No. 22-PW-008**
 Date Issued: **12/29/2025** Effective Date of Change Order: **1/5/2026**

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

Description:

1. Adjust manhole structure
2. At Precon Staff requested Cast Iron rather than plastic truncated dame panels
2. Additional Operational Time to resolve utility conflicts

Attachments:

Change in Contract Price	Change in Contract Times <small>[State Contract Times as either a specific date or a number of days]</small>
Original Contract Price: \$ <u>575,569.65</u>	Original Contract Times: Substantial Completion: <u>August 19, 2025</u> Ready for final payment: <u>September 19, 2025</u>
Net change from previously approved Change Orders No. [1] to No. [2] : \$ <u>108,973.00</u>	Net change from previously approved Change Orders [1] to No. [2] : Substantial Completion: <u>25 weeks from approval</u> Ready for final payment: <u>25 weeks from approval</u>
Contract Price prior to this Change Order: \$ <u>684,542.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Trail - 3/25/26, Lights 4/1/26</u> Ready for final payment: <u>Trail - 3/30/26, Lights 4/1/26</u>
Net change for this Change Order: \$ <u>6,505.48</u>	Net change for this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>691,048.13</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Trail - 3/25/26, Lights 4/1/26</u> Ready for final payment: <u>Trail - 3/30/26, Lights 4/1/26</u>

Recommended by Engineer (if required)	Authorized by Owner
By: <u><i>Ryan L. Longman</i></u>	_____
Title: <u>WWE Principal Engineer</u>	_____
Date: <u>12/29/25</u>	_____
Accepted by Contractor	Approved by Funding Agency (if applicable)
By: <u><i>Stephen Anderson</i></u>	_____
Title: <u><i>Solace</i></u>	_____
Date: <u>12-29-25</u>	_____

Change Order Estimate - Unit Price Work

JEO Project Name: Wayne 7th Street Trail, CDBG No. 22-PW-008		JEO Project Number: 23024300	
Owner: City of Wayne, Nebraska		Change Order Number: 3	
Contractor: Gehring Construction and Ready Mix Co., Inc.		Effective Date: January 5, 2026	
Item		Change Order Information	
Bid Item No.	Description	Item Quantity	Units
1	Manhole Adjustment (staff request)	LS 1	\$500.00
2	Upgrade ADA Panels to Cast Iron (staff request)	SF 72	\$30.00
3	Special Equipment Operation for various utility conflicts	LS 1	\$2,966.00
4	Culvert Extension	LS 1	\$879.48
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total:			\$6,505.48

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Wayne, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	230243.00
Contractor:	Gehring Construction and Ready Mix Co., Inc.	Contractor's Project No.:	
Project:	Wayne 7th Street Trail, CDBG No. 22-PW-008		
Contract:	Wayne 7th Street Trail, CDBG No. 22-PW-008		

Application No.:	6	Application Period:	From	11/21/25	to	12/23/25	Application Date:	12/29/25
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	MOBILIZATION	1	LS	15,000.00	15,000.00	1.00	15,000.00		15,000.00	100%	-
2	EROSION CONTROL, CLASS 1D	6,889	SY	1.53	10,540.17	6,913.00	10,576.89		10,576.89	100%	(36.72)
3	EROSION CONTROL, CLASS 2A	137	SY	7.62	1,043.94	56.00	426.72		426.72	41%	617.22
4	CURB INLET PROTECTION	66	LF	14.14	933.24	66.00	933.24		933.24	100%	-
5	FABRIC SILT FENCE-HIGH POROSITY	223	LF	4.15	925.45	296.00	1,228.40		1,228.40	133%	(302.95)
6	SILT CHECK, TYPE 2-HIGH	980	LF	4.80	4,704.00	260.00	1,248.00		1,248.00	27%	3,456.00
7	COVER CROP SEEDING	2	ACRE	328.00	656.00		-		-	0%	656.00
8	GENERAL CLEARING AND GRUBBING	1	LS	4,200.00	4,200.00	1.00	4,200.00		4,200.00	100%	-
9	EARTHWORK MEASURED IN EMBANKMENT	1,986	CY	26.00	51,636.00	1,986.00	51,636.00		51,636.00	100%	-
10	WATER	32	MGAL	30.00	960.00		-		-	0%	960.00
11	REMOVE PAVEMENT	113	SY	12.00	1,356.00	97.00	1,164.00		1,164.00	86%	192.00
12	REMOVE DRIVEWAY	137	SY	12.00	1,644.00	137.00	1,644.00		1,644.00	100%	-
13	REMOVE COMBINATION CURB AND GUTTER	23	LF	25.00	575.00	23.00	575.00		575.00	100%	-
14	CRUSHED ROCK SURFACE COURSE	5	TON	75.00	375.00		-		-	0%	375.00
15	5" CONCRETE CLASS 47B-3500 SIDEWALKS	1,806	SY	56.00	101,136.00	1,806.00	101,136.00		101,136.00	100%	-
16	5" CONCRETE PAVEMENT, CLASS 47B-3500	150	SY	56.00	8,400.00	150.00	8,400.00		8,400.00	100%	-
7	7" CONCRETE CLASS 47B-3500 SIDEWALKS	674	SY	66.00	44,484.00	674.00	44,484.00		44,484.00	100%	-
18	CONCRETE CLASS 47B-3500 DRIVEWAY 8"	77	SY	72.00	5,544.00	77.00	5,544.00		5,544.00	100%	-
19	CONCRETE CLASS 47B-HE DRIVEWAY 8"	60	SY	82.00	4,920.00	86.00	7,052.00		7,052.00	143%	(2,132.00)
20	9" CONCRETE PAVEMENT, CLASS 47B-3500	107	SY	77.00	8,239.00	90.00	6,930.00		6,930.00	84%	1,309.00
21	RUMBLE STRIPS, CONCRETE	2	STA	3,500.00	7,000.00	2.00	7,000.00		7,000.00	100%	-
22	CONCRETE CLASS 47B-3500 CURB, TYPE II	57	LF	50.00	2,850.00	57.00	2,850.00		2,850.00	100%	-
23	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	267	LF	50.00	13,350.00	290.00	14,500.00		14,500.00	109%	(1,150.00)
24	DETECTABLE WARNING PANEL	76	SF	40.00	3,040.00	72.00	2,880.00		2,880.00	95%	160.00
25	FOUNDATION COURSE	66	SY	30.00	1,980.00	66.00	1,980.00		1,980.00	100%	-
26	SUBGRADE PREPARATION	2,940	SY	2.00	5,880.00	2,940.00	5,880.00		5,880.00	100%	-
27	REMOVE CULVERT PIPE	13	LF	21.00	273.00	13.00	273.00		273.00	100%	-
28	ADJUST MANHOLE TO GRADE	4	EA	525.00	2,100.00	4.00	2,100.00		2,100.00	100%	-
29	8" STORM SEWER PIPE, TYPE 7 OR 8	36	LF	34.50	1,242.00	22.00	759.00		759.00	61%	483.00
30	12" CULVERT PIPE, TYPE 3, 4 OR 5	8	LF	46.00	368.00	8.00	368.00		368.00	100%	-
31	15" CULVERT PIPE, TYPE 2	22	LF	47.00	1,034.00	22.00	1,034.00		1,034.00	100%	-
32	15" CULVERT PIPE, TYPE 3, 4 OR 5.	37	LF	47.00	1,739.00	37.00	1,739.00		1,739.00	100%	-
33	12" FLARED END SECTION	2	EA	520.00	1,040.00	2.00	1,040.00		1,040.00	100%	-
34	15" FLARED END SECTION	3	EA	950.00	2,850.00	3.00	2,850.00		2,850.00	100%	-
35	30" ROUND EQUIVALENT CULVERT PIPE, TYPE 2, 4, 5, 7 OR 8. See change order request to up size to 36"	5	LF	100.00	500.00	5.00	500.00		500.00	100%	-
36	30" ROUND EQUIVALENT CONCRETE FLARED-END SECTION. See change order request to upsize to 36".	1	EA	1,400.00	1,400.00	1.00	1,400.00		1,400.00	100%	-
37	CONCRETE COLLAR	4	EA	1,600.00	6,400.00		-		-	0%	6,400.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Wayne, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	230243.00
Contractor:	Gehring Construction and Ready Mix Co., Inc.	Contractor's Project No.:	
Project:	Wayne 7th Street Trail, CDBG No. 22-PW-008		
Contract:	Wayne 7th Street Trail, CDBG No. 22-PW-008		

Application No.: 6 Application Period: From 11/21/25 to 12/23/25 Application Date: 12/29/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
38	REMOVE FLARED-END SECTION	5	EA	265.00	1,325.00	5.00	1,325.00		1,325.00	100%	-
39	CURB INLET	5	EA	6,000.00	30,000.00	5.00	30,000.00		30,000.00	100%	-
40	MANHOLE	1	EA	13,200.00	13,200.00	1.00	13,200.00		13,200.00	100%	-
41	GRATE INLET	1	EA	3,850.00	3,850.00	1.00	3,850.00	-	3,850.00	100%	-
42	JUNCTION BOX	1	EA	3,600.00	3,600.00	1.00	3,600.00	-	3,600.00	100%	-
43	AREA INLET WITH OPEN SIDES	2	EA	7,550.00	15,100.00	2.00	15,100.00	-	15,100.00	100%	-
44	REMOVE AND RESET FENCE	44	LF	30.00	1,320.00		-		-	0%	1,320.00
45	18" STORM SEWER PIPE, TYPE 1	196	LF	53.00	10,388.00	196.00	10,388.00		10,388.00	100%	-
46	30" STORM SEWER PIPE, TYPE 1	119	LF	87.50	10,412.50	119.00	10,412.50	-	10,412.50	100%	-
47	36" STORM SEWER PIPE, TYPE 1	173	LF	120.50	20,846.50	173.00	20,846.50	-	20,846.50	100%	-
48	48" STORM SEWER PIPE, TYPE 1	331	LF	193.50	64,048.50	331.00	64,048.50	-	64,048.50	100%	-
49	TRAFFIC CONTROL	1	LS	16,500.00	16,500.00	1.00	16,500.00		16,500.00	100%	-
50	REMOVE LIGHTING UNIT	3	EA	2,475.00	7,425.00	3.00	7,425.00		7,425.00	100%	-
51	REMOVE LIGHT POLE FOUNDATION	3	EA	3,950.00	11,850.00	3.00	11,850.00		11,850.00	100%	-
52	STREET LIGHTING UNIT, TYPE SL-BT-40-12-LED	3	EA	5,700.00	17,100.00	3.00	17,100.00		17,100.00	100%	-
53	CONCRETE FOR FOUNDATION	2	CY	3,350.00	6,700.00	2.00	6,700.00		6,700.00	100%	-
54	FOUNDATION STEEL	187	LB	13.65	2,552.55	187.00	2,552.55		2,552.55	100%	-
55	CONDUCTORS	504	LF	8.40	4,233.60	504.00	4,233.60		4,233.60	100%	-
56	RELOCATE TRAFFIC SIGN AND POST	6	EA	863.10	5,178.60	2.00	1,726.20		1,726.20	33%	3,452.40
57	INSTALL STREET LIGHT CONDUIT AND CABLE	168	LF	46.20	7,761.60	168.00	7,761.60		7,761.60	100%	-
58	EROSION CONTROL MOBILIZATION	3	EA	620.00	1,860.00	2.00	1,240.00		1,240.00	67%	620.00
Original Contract Totals					\$ 575,569.65		\$ 559,190.70	\$ -	\$ 559,190.70	97%	\$ 16,378.95



December 30, 2025

Mayor and City Council
City of Wayne
306 Pearl St
Wayne, NE 68787

RE: Wayne, NE
Well House and Municipal Well 2025-1
JEO Project No. 240725

Ladies and Gentlemen:

Enclosed for your consideration is Pay Application No. 2 and Pay Application No. 3 from Otte Construction for the work completed from November 1 to December 31, 2025.

The contractor has made some progress on the construction of the well building and prepared the site for drilling and finished the grading. Enclosed are two applications and the November application was submitted after the December 1 council meeting. We recommend approval of Pay Application No. 2 and 3 in the amount of \$249,920.01..

Upon approval, please send a copy of the documents to the Contractor with payment and email a PDF to JEO for our file. If you have questions or concerns, please contact me at 402-649-0455 or rprotzman@jeo.com.

Sincerely,

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

Roger S. Protzman
Senior Project Engineer

RSP
Enclosure

240725.01LTR20251230-Pay App No 2 Otte .docx

Contractor's Application for Payment

Owner: <u>City of Wayne</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>240725.00</u>
Contractor: <u>Otte Construction</u>	Contractor's Project No.: _____
Project: <u>Well House and Municipal Well 2025-1</u>	
Contract: <u>Total Group B (B1 & B2)</u>	
Application No.: <u>2</u>	Application Date: <u>12/2/2025</u>
Application Period: From <u>11/1/2025</u>	to <u>11/30/2025</u>

1. Original Contract Price	\$	989,986.40
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	989,986.40
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	201,521.77
5. Retainage		
a. <u>5%</u> X <u>\$ 95,220.26</u> Work Completed =	\$	4,761.01
b. <u>5%</u> X <u>\$ 106,301.51</u> Stored Materials =	\$	5,315.08
c. Total Retainage (Line 5.a + Line 5.b)	\$	10,076.09
6. Amount eligible to date (Line 4 - Line 5.c)	\$	191,445.68
7. Less previous payments (Line 6 from prior application)	\$	30,430.35
8. Amount due this application	\$	161,015.33
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	798,540.72

Contractor's Certification

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

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

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

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

Contractor: Otte Construction/OCC Builders, LLC

Signature:  **Date:** 12/2/2025

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>WWE Principal Engineer</u>	Title: _____
Date: <u>12/30/25</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Wayne	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	240725.00
Contractor:	Otte Construction	Contractor's Project No.:	
Project:	Well House and Municipal Well 2025-1		
Contract:	Total Group B (B1 & B2)		

Application No.: 2 Application Period: From 11/01/25 to 11/30/25 Application Date: 12/02/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Group B1 - Well Building and Transmission Main											
1	Mobilization	1.00	LS	47,515.00	47,515.00	0.18	8,552.70		8,552.70	18%	38,962.30
2	Bonding and Insurance	1.00	LS	17,500.00	17,500.00	1.00	17,500.00		17,500.00	100%	-
3	Well House and Site Grading and Improvements, Complete	1.00	LS	348,124.00	348,124.00	0.19	66,143.56		66,143.56	19%	281,980.44
4	Silt Fence	200.00	LF	5.25	1,050.00		-		-	0%	1,050.00
5	Electrical Controls, VFD and Generator	1.00	LS	280,280.00	280,280.00		-		-	0%	280,280.00
6	Fluoride Room Equipment	1.00	LS	43,420.00	43,420.00		-		-	0%	43,420.00
7	Chlorine Room Equipment	1.00	LS	43,895.00	43,895.00		-		-	0%	43,895.00
8	3" SCH 40 PVC Drain Pipe	30.00	LF	21.00	630.00		-	228.32	228.32	36%	401.68
9	5" Concrete Sidewalk	265.00	SF	7.25	1,921.25		-		-	0%	1,921.25
10	16" PVC Water Main, DR 18	1,485.00	LF	70.35	104,469.75		-	67,746.11	67,746.11	65%	36,723.64
11	10" PVC Water Main, DR 18	56.00	LF	55.65	3,116.40		-	1,729.36	1,729.36	55%	1,387.04
12	16" x 16" x 16" Tapping Tee, MJ and 16" Gate Valve and Box	1.00	LS	26,280.00	26,280.00		-	18,886.56	18,886.56	72%	7,393.44
13	16" x 16" x 16" Tee, MJ	1.00	EA	2,646.00	2,646.00		-	1,533.05	1,533.05	58%	1,112.95
14	16" x 6" x 16" Tee, MJ	1.00	EA	1,827.00	1,827.00		-	1,118.99	1,118.99	61%	708.01
15	10" Gate Valve and Box, MJ	1.00	EA	3,770.00	3,770.00		-	2,835.53	2,835.53	75%	934.47
16	10" 90° Bend, MJ	1.00	EA	940.00	940.00		-	419.77	419.77	45%	520.23
17	16" x 10" Reducer, MJ	1.00	EA	1,223.00	1,223.00		-	608.58	608.58	50%	614.42
18	16" Cap, MJ	1.00	EA	945.00	945.00		-	427.56	427.56	45%	517.44
19	Air Release Manhole, Complete	1.00	EA	17,955.00	17,955.00		-	4,986.88	4,986.88	28%	12,968.12
20	Gravel Surface Course	200.00	TONS	54.60	10,920.00		-		-	0%	10,920.00
21	12" CMP Flared End Section	48.00	LF	63.00	3,024.00	48.00	3,024.00		3,024.00	100%	-
22	Seeding, Fertilizer and Mulch	3.00	ACRE	6,195.00	18,585.00		-		-	0%	18,585.00
Group B2											
1	6" Fire Hydrant Assembly	1.00	EA	9,950.00	9,950.00		-	5,780.80	5,780.80	58%	4,169.20
Original Contract Totals					\$ 989,986.40		\$ 95,220.26	\$ 106,301.51	\$ 201,521.77	20%	\$ 788,464.63

Contractor's Application for Payment

Owner: <u>City of Wayne</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>240725.00</u>
Contractor: <u>Otte Construction</u>	Contractor's Project No.: _____
Project: <u>Well House and Municipal Well 2025-1</u>	
Contract: <u>Total Group B (B1 & B2)</u>	
Application No.: <u>3</u>	Application Date: <u>12/30/2025</u>
Application Period: From <u>12/1/2025</u>	to <u>12/31/2025</u>

1. Original Contract Price	\$	989,986.40
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	989,986.40
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	263,073.70
5. Retainage		
a. <u>5%</u> X <u>\$ 157,000.51</u> Work Completed =	\$	7,850.03
b. <u>5%</u> X <u>\$ 106,073.19</u> Stored Materials =	\$	5,303.66
c. Total Retainage (Line 5.a + Line 5.b)	\$	13,153.69
6. Amount eligible to date (Line 4 - Line 5.c)	\$	249,920.01
7. Less previous payments (Line 6 from prior application)	\$	191,445.68
8. Amount due this application	\$	58,474.33
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	740,066.39

Contractor's Certification

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

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

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

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

Contractor: Otte Construction/OCC Builders, LLC

Signature:  _____ **Date:** 12/30/2025

<p>Recommended by Engineer </p> <p>By: _____</p> <p>Title: <u>WWE Principal Engineer</u></p> <p>Date: <u>12/30/25</u></p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Wayne	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	240725.00
Contractor:	Otte Construction	Contractor's Project No.:	
Project:	Well House and Municipal Well 2025-1		
Contract:	Total Group B (B1 & B2)		

Application No.: 3 Application Period: From 12/01/25 to 12/31/25 Application Date: 12/30/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Group B1 - Well Building and Transmission Main											
1	Mobilization	1.00	LS	47,515.00	47,515.00	0.25	11,878.75		11,878.75	25%	35,636.25
2	Bonding and Insurance	1.00	LS	17,500.00	17,500.00	1.00	17,500.00		17,500.00	100%	-
3	Well House and Site Grading and Improvements, Complete	1.00	LS	348,124.00	348,124.00	0.34	118,362.16		118,362.16	34%	229,761.84
4	Silt Fence	200.00	LF	5.25	1,050.00		-		-	0%	1,050.00
5	Electrical Controls, VFD and Generator	1.00	LS	280,280.00	280,280.00	0.02	5,605.60		5,605.60	2%	274,674.40
6	Fluoride Room Equipment	1.00	LS	43,420.00	43,420.00		-		-	0%	43,420.00
7	Chlorine Room Equipment	1.00	LS	43,895.00	43,895.00		-		-	0%	43,895.00
8	3" SCH 40 PVC Drain Pipe	30.00	LF	21.00	630.00	30.00	630.00		630.00	100%	-
9	5" Concrete Sidewalk	265.00	SF	7.25	1,921.25		-		-	0%	1,921.25
10	16" PVC Water Main, DR 18	1,485.00	LF	70.35	104,469.75		-	67,746.11	67,746.11	65%	36,723.64
11	10" PVC Water Main, DR 18	56.00	LF	55.65	3,116.40		-	1,729.36	1,729.36	55%	1,387.04
12	16" x 16" x 16" Tapping Tee, MJ and 16" Gate Valve and Box	1.00	LS	26,280.00	26,280.00		-	18,886.56	18,886.56	72%	7,393.44
13	16" x 16" x 16" Tee, MJ	1.00	EA	2,646.00	2,646.00		-	1,533.05	1,533.05	58%	1,112.95
14	16" x 6" x 16" Tee, MJ	1.00	EA	1,827.00	1,827.00		-	1,118.99	1,118.99	61%	708.01
15	10" Gate Valve and Box, MJ	1.00	EA	3,770.00	3,770.00		-	2,835.53	2,835.53	75%	934.47
16	10" 90° Bend, MJ	1.00	EA	940.00	940.00		-	419.77	419.77	45%	520.23
17	16" x 10" Reducer, MJ	1.00	EA	1,223.00	1,223.00		-	608.58	608.58	50%	614.42
18	16" Cap, MJ	1.00	EA	945.00	945.00		-	427.56	427.56	45%	517.44
19	Air Release Manhole, Complete	1.00	EA	17,955.00	17,955.00		-	4,986.88	4,986.88	28%	12,968.12
20	Gravel Surface Course	200.00	TONS	54.60	10,920.00		-	-	-	0%	10,920.00
21	12" CMP Flared End Section	48.00	LF	63.00	3,024.00	48.00	3,024.00		3,024.00	100%	-
22	Seeding, Fertilizer and Mulch	3.00	ACRE	6,195.00	18,585.00		-	-	-	0%	18,585.00
Group B2											
1	6" Fire Hydrant Assembly	1.00	EA	9,950.00	9,950.00		-	5,780.80	5,780.80	58%	4,169.20
Original Contract Totals					\$ 989,986.40		\$ 157,000.51	\$ 106,073.19	\$ 263,073.70	27%	\$ 726,912.70

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From: Travis Meyer <tnlmeyer@msn.com>
Date: December 30, 2025 at 11:52:47 AM CST
To: Jill Brodersen <jill@jmbarch.net>
Subject: Wayne Airport Authority Board Recommendation

Hello Mayor,

I would like to extend a recommendation for you to appoint Dana Tompkins to fill the vacancy left by the resignation of Mark Putnam to the Wayne Airport Authority. Dana has been a long time tenant and representative of and for the Wayne Airport. Dana understands the importance of the airport to local/regional/national business to the Wayne Economy and will represent the Wayne airport and its value to the area. In my going on 10 years of Wayne Airport relationship with Dana and the Tompkins family they have been VERY supportive and also fiscally sound in the dealings with the airport and its well being. I believe Dana would do an outstanding job and I look forward to continuing to work with Dana and the Wayne Airport Authority as we continue to grow and improve General Aviation and the partnership it has with Wayne and Northeast Nebraska!

Thank you for your consideration,

Travis Meyer

Mayor Jill Brodersen
City of Wayne

Subject: Recommendation for Dana Tompkins – Wayne Airport Authority Appointment

Dear Mayor Brodersen,

I am writing to strongly recommend **Dana Tompkins** for appointment to the vacant seat on the **Wayne Airport Authority**. Dana is an accomplished **instrument-rated pilot** with extensive experience in aviation operations and a deep understanding of the responsibilities that come with managing airport facilities.

Dana's technical expertise and commitment to aviation safety make him an exceptional candidate for this role. His proficiency as an instrument pilot demonstrates not only advanced skill but also a disciplined approach to flight planning and regulatory compliance—qualities that are essential for guiding airport policy and ensuring operational excellence.

Beyond his aviation credentials, Dana is a collaborative and forward-thinking individual who values community engagement and economic development. His insight into aviation infrastructure and his passion for promoting regional connectivity will be an asset to the Wayne Airport Authority as it continues to serve the needs of local businesses and residents.

I am confident that Dana's leadership, experience, and dedication will contribute significantly to the Authority's mission. Please feel free to contact me if you would like additional information or perspective regarding his qualifications.

Thank you for considering this recommendation.

Sincerely,
Scott Hammer

**CITY OF WAYNE, NEBRASKA
INVESTMENT AND PORTFOLIO POLICIES**

SCOPE:

This investment policy applies to activities of the City of Wayne, Nebraska with regard to investing the financial assets of all funds of the city including but not limited to the following City funds:

General Fund	Street Fund
City Sales Tax Fund	Transfer Station Fund
Electric Fund	Sewer Fund
Water Fund	Self-Funding Insurance Fund
Trust & Agency Fund	Community Development Fund
911 Fund	Capital Projects Fund
Debt Service Fund	Various TIF Funds

OBJECTIVES:

Funds of the city will be invested in accordance with Chapter 16 of Nebraska Revised Statutes, these policies and written administrative procedures. The City's investment portfolio shall be managed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital in the overall portfolio. Investments shall be made based on statutory constraints and subject to available designated staffing capabilities.

Funds held for future capital projects (i.e. bond proceeds) shall be invested to produce enough income to offset increases in construction costs due to inflation. Where possible, prepayment funds for long-term debt service shall be invested to ensure a rate of return at least equal to the interest being paid on the bonds. Investment of bond reserves shall be monitored (with reviewing auditors as required) to assure compliance with current bond covenants and current IRS regulations, if any.

DELEGATION OF AUTHORITY:

The City Treasurer, also referred to as the investment officer, is the custodian of all money belonging to the City of Wayne. The investment officer is responsible for investment decisions and activities in accordance with the written procedures. The investment officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with these policies. This commitment of resources shall include financial and staffing considerations.

ETHICS AND CONFLICTS OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Administrator any material financial interest in financial institutions that conduct business within this jurisdiction,

and they shall further disclose any personal financial/investment positions that could be related to the performance of this jurisdiction's portfolio. Employees and officers shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales. Any employee is required to disclose any employment relationship that could cause a potential conflict of interest.

MONITORING AND ADJUSTING THE PORTFOLIO:

The investment officer will routinely monitor the securities of the portfolio, the available markets and the relative values of competing instruments, and will adjust the portfolio according to the written investment procedures.

INTERNAL CONTROLS:

The investment officer shall establish a system of written internal controls. The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by any third parties, unanticipated market changes or imprudent actions by employees and officers of the City.

PORTFOLIO DIVERSIFICATION:

The city will diversify use of investment instruments to avoid incurring unreasonable risks inherent to over investing in specific instruments, including financial institutions or maturities.

The current investments of the city are:

- U.S. Treasury Obligations (Bills, notes and bonds)
- U.S. Government Agency Securities and Instrumentalities, CD's, Government Sponsored Certificates of Deposits in Commercial Banks

The current approved Financial Institution (banks) and Investment Firms (brokers) used by the City of Wayne are:

- Elkhorn Valley Bank & Trust, Wayne, Nebraska
- State Nebraska Bank & Trust, Wayne, Nebraska
- F&M Bank, Wayne, Nebraska
- BankFirst, Wayne, Nebraska
- Edward Jones of Wayne, Nebraska
- Nebraska Public Agency Investment Trust
- Ameriprise Financial of Wayne, Nebraska (Rath Walling & Associates)

INVESTMENT POLICY:

The City of Wayne utilizes a phased investment approach by acquiring multiple 12-month investments on a staggered basis. This strategy enables the City to maintain consistent access to maturing funds while taking advantage of competitive interest rates typically offered by short-term investments. As each investment matures, and unless the funds are needed for operational purposes, the investment officer generally reinvests the

proceeds into a new 12-month investment, allowing the City to continually benefit from current market rates.

This phased investment strategy also helps reduce the risk of reinvesting a large portion of the City's funds when interest rates are unfavorable. By spreading investments across multiple purchase dates throughout the year, the City avoids the exposure of reinvesting the entire portfolio at once. Over time, this approach results in an average yield that reflects ongoing market conditions, while providing more stable and predictable income, as only a portion of the portfolio matures and is reinvested at any given time.

Investing city reserve funds in local lending institutions provides an economic benefit to the community that generated the funds by supplementing the pool of loan funds available for business development and expansion.

COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS:

Before the city invests any funds, a competitive "bid" process shall be conducted. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be requested for instruments which meet the maturity requirement. In addition to investment bidding, the City will also conduct a competitive bidding process for its primary checking account services. This process shall occur at least once every five (5) years to ensure the City receives the most cost-effective and efficient banking services available.

Bids will be requested from approved financial institutions (banks) and investment firms (brokers) for various options with regards to term and instrument. The city will accept the bid from the local (bank) financial institution which provides the highest rate of return within the maturity required and within the parameters of these policies. In cases where an investment firm offers a higher rate of return, the following thresholds must be met for the City to consider accepting its bid:

- a) Local investment firms must offer a rate at least 50 bps higher than the rate offered by the local bank.
- b) Non-local investment firms must offer a rate at least 75 bps higher than the rate offered by the local bank.

Records will be kept of the bids offered, the bids accepted, and a brief explanation of the decision which was made regarding the investment. Risk, concentration of credit, date of settlement and date of delivery are among the factors which may allow accepting bids or quotes other than considering the stated investment yield.

SAFEKEEPING AND COLLATERALIZATION:

The investment officer shall comply with the laws of the State of Nebraska regarding the investments of the city. All investment securities purchased by the city shall be held in segregated third-party safekeeping by an institution designated as primary agent. The safekeeping receipts shall be issued to the city listing the specific instrument, rate, maturity and other pertinent information.

REPORT REQUIREMENTS:

The investment officer shall generate such reports as may from time to time be required or needed for management purposes. In addition, the City Council will be provided quarterly reports which will include data on investment instruments being held, as well as such narrative as the investment officer determines necessary for clarification.

Amended 110325