

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
September 17, 2024**

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

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

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

3. [Approval of Minutes – September 3, 2024](#)
4. [Approval of Claims](#)
5. [Action on the request of Christian Legler, representing the Wayne Rotary Club, to waive the rental fee for the Freedom Park Shelter House on Friday, October 25, 2024, from 10:00 a.m. to 11:00 a.m. for a Chamber Coffee and an additional date yet to be determined in October for another Rotary sponsored event](#)
6. [Action on Change Estimate Proposal No. 002 in the amount of \\$56,495.00 to Otte Construction Company, LLC, for the “Wayne Parks & Rec Maintenance Building Project” – Carlson West Povondra Architects](#)

Background: This Change Order is for existing soils over excavation, disposal of removals onsite, hauling of new imported suitable soils, and leveling and re-compaction of building site per the soils report.

7. [Action on Application and Certificate of Payment No. 1 in the amount of \\$167,967.00 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.

8. [Action on Certificate of Payment No. 2 in the amount of \\$154,575.00 to TR Harris for the “Wayne Prairie Park Lake Amenities’ Project” – Matthew Smith, Olsson](#)

Background: This is for work completed (partial payment of the fishing pier and full payment for the pedestrian bridge) and approved by the project engineer.

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

Background: This Resolution, as well as the following Resolution, were tabled at the last meeting until a few questions could be answered. But, the last time dispatch fees were increased for Carroll and Winside was in 2008 (\$1,520 per year) and before that was in 1998. Staff is recommending that the original Interlocal Agreement be amended to reflect an increase of \$3,000 per year for the 24/25 fiscal year, with an escalation of 4% thereafter for four more years.

10. [Resolution 2024-50: Approving Interlocal Agreement with the Village of Winside regarding Dispatch/911 Services](#)
11. [Resolution 2024-52: Acknowledging Nebraska Department of Transportation Requirements for the Temporary Use of the State Highway System for Special Events — Christmas in Wayne Celebration/Annual Parade of Lights on Thursday, November 21st](#)

Background: This is an annual request.

12. [Action on the request of Wayne Area Economic Development to prohibit parking on Main Street in the 200 block and 300 block from 5:30 p.m. until 8:00 p.m. for the Christmas in Wayne Celebration/Annual Parade of Lights Event to be held on Thursday, November 21st](#)

Background: This is an annual request, also.

13. [Public Hearing: Tax Asking/Property Tax Levy \(Advertised Time: 5:30 p.m.\)](#)

The total of the FY 2024-2025 budget is \$58,895,419. The property tax proposal for the General Fund operation is \$1,117,043.58, which compares to the 2023 tax asking of \$1,072,999.61. Pursuant to State Law, the maximum levy for a municipality is \$0.45 per \$100 of property valuation. When combined with the debt service asking, the combined amount for the proposed budget year is \$1,225,693.58 or \$0.337972 per \$100 of property valuation, which is lower than last year - \$0.358201. The valuation in the community, as reported by the County Assessor for 2024, is \$362,661,606, which is up 10.51% from last year. The 2024 operating budget is \$58,231.44; the 2023 operating budget was \$53,585,042. The combined levy from 2023 to 2024 has decreased from \$0.417696 to \$0.393959.

14. [Resolution 2024-53: Setting the Property Tax Request for 2024-2025](#)
15. [Resolution 2024-54: Approving the Allowable 1% Increase in Base Limitation of Restricted Funds' Budget](#)
16. [Resolution 2024-55: Adopting the 2024-2025 Budget](#)
17. [Ordinance 2024-11: Approving Annual Appropriation Bill](#)
18. [Public Hearing: Acquisition of Real Property located south of 21st Street and west of Centennial Road containing 63 acres more or less, from Virgil L. Kardell, Trustee of the Virgil L. Kardell Trust](#)

Background: This item and the following 3 relate to the same action. The City Electric Department is looking to add power generation in the future and would like to co-locate with the new substation (to be located at 14th and Centennial). In order to install around 28 MW of generation, the City will need additional land to the north (or downsize the amount of generation, have no room to expand, and pay for an expensive retaining wall). Purchasing the farm ground (63.07 acres) is about 1/5 of the price per acre than purchasing only the land the City would be required to purchase for 28 MWs of generation. The entire farmland purchase would allow the City to grade the land any way it needs to and have land to sell to developers in smaller tracts for future development.

19. [Resolution 2024-56: Approving the acquisition of Real Property located south of 21st Street and west of Centennial Road containing 63 acres more or less, from Virgil L. Kardell, Trustee of the Virgil L. Kardell Trust](#)
20. Public Hearing: Acquisition of Lots 3 and 4, Kardell East 14th Street Addition, Wayne, Wayne County, Nebraska, from Cornerstone, LLC
21. [Resolution 2024-57: Approving the acquisition of Lots 3 and 4, Kardell East 14th Street Addition, Wayne, Wayne County, Nebraska, from Cornerstone, LLC](#)
22. [Resolution 2024-58: Approving the sale of Lot 19, Southview II Addition to the City of Wayne, Wayne County, Nebraska \(400 Chicago Street\) to Chad Sebade d/b/a Sebade Housing, LLC for \\$15,000](#)

Background: The \$15,000 proposal was received from Chad Sebade, d/b/a Sebade Housing, LLC. This was the only proposal received on this property. Council can either accept or reject the same.

23. [Ordinance 2024-12: Directing the sale of Lot 19, Southview II Addition to the City of Wayne, Wayne County, Nebraska \(400 Chicago Street\) to Chad Sebade d/b/a Sebade Housing, LLC for \\$15,000](#)
24. Discussion and/or action on non-payment of LB840 installment
25. Adjourn

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**MINUTES
CITY COUNCIL MEETING
September 3, 2024**

The Wayne City Council met in regular session at City Hall on September 3, 2024, at 5:30 o'clock P.M.

Council President Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Austyn Houser, Brittany Webber, Clayton Bratcher, Jason Karsky, and Matt Eischeid; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Mayor Cale Giese and Councilmembers Terri Buck and Nick Muir.

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

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of August 20, 2024, and to waive the reading thereof. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 1127.56; AERZEN USA CORPORATION, SU, 750.28; AMERITAS, SE, 112.16; AMERITAS, SE, 184.72; AMERITAS, SE, 35.00; AMERITAS, SE, 72.00; AMERITAS, SE, 3565.02; ANDERSON, PEGGY, RE, 45.00; APPEARA, SE, 116.26; ARKFELD LOCK & SECURITY, SE, 424.06; AXON ENTERPRISE, SU, 1669.00; BC VOLLEYBALL, FE, 200.00; BEATTY, KELLI, RE, 100.00; BEIERMANN ELECTRIC, SE, 1857.96; BENSCOTER, LOUIS, RE, 1000.00; BERNAL, GEORGINA, SE, 55.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1647.80; BLACK HILLS ENERGY, SE, 2114.43; BOMGAARS, SU, 1430.40; BORDER STATES INDUSTRIES, SU, 2120.12; BSN SPORTS, SU, 98.30; CARHART LUMBER COMPANY, SU, 254.17; CARLSON WEST POVONDRA ARCHITECTS, SE, 2636.67; CARPENTER PAPER COMPANY, SU, 818.92; CARROLL DISTRIBUTING, SU, 509.81; CINTAS, SU, 218.57; CIRBA SOLUTIONS SERVICES, SU, 108.95; CITY EMPLOYEE, RE, 756.17; CITY EMPLOYEE, RE, 148.55; CITY EMPLOYEE, RE, 483.60; CITY EMPLOYEE, RE, 10.78; CITY EMPLOYEE, RE, 105.90; CITY OF WAYNE, PY, 146599.94; CITY OF WAYNE, RE, 956.07; CORE & MAIN, SU, 2648.40; DAS STATE ACCTG-CENTRAL FINANCE, SE, 612.33; DEARBORN LIFE INSURANCE COMPANY, SE, 72.24; DEMCO, SU, 267.07; DORING, BRENT, RE, 64.00; DUTTON-LAINSON, SU, 4761.40; EAKES OFFICE PLUS, SE, 290.60; ECHO GROUP, SU, 474.60; ED M. FELD EQUIPMENT, SE, 1100.00; ED M. FELD EQUIPMENT CO, SE, 2784.19; FIRST CONCORD GROUP, SE, 8999.44; FLOOR MAINTENANCE, SU, 543.80; GERHOLD CONCRETE, SU, 5031.00; GERHOLD CONCRETE, SU, 4318.28; GFOA, FE, 170.00; GILL, ASHLEY, RE, 150.00; GROSSENBURG IMPLEMENT, SU, 1881.81; GROSSENBURG IMPLEMENT, SU, 15.12; HAWKINS, SU, 4187.42; HELENA AGRI-ENTERPRISES, SU, 466.00; HILAND DAIRY, SE, 119.62; HOCHSTEIN, KIRK, RE, 150.00; HOMETOWN LEASING, SE, 456.78; ICMA, SE, 39.80; ICMA, SE, 202.78; ICMA, SE, 72.03; ICMA, SE, 130.76; ICMA, SE, 533.56; ICMA, SE, 10573.60; ICMA, SE, 72.03; ICMA, SE, 138.72; ICMA, SE, 1229.22; ICMA, SE, 152.88; ICMA, SE, 803.82; ICMA, SE, 75.00; IRS, TX, 42.54; IRS, TX, 23655.32; IRS, TX, 13835.59; IRS, TX, 5532.22; IRS, TX, 9.94; JEO CONSULTING GROUP, SE, 1808.56; JOHNSON FITNESS & WELLNESS, SE, 8401.51; JORGENSEN, HUNTER, RE, 500.00; KELLY SUPPLY COMPANY, SU, 20.35; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 180.50; MIDWEST ALARM SERVICES, SE, 403.29; MILLER LAW, SE, 6250.00; MUNICIPAL SUPPLY, SU, 483.78; NE DEPT OF REVENUE, TX, 6661.78; NE DEPT OF REVENUE, TX, 5.93; NE DEPT OF REVENUE-COMPLIANCE DIV, RE, 347.09; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 1382.90; NEBRASKA MAIN STREET NETWORK, FE, 1875.00; NERC, SE, 1176.67; NORTHEAST COMM COLLEGE, SE, 400.00; NORTHEAST NE INS AGENCY, SE, 3937.87; NORTHEAST POWER, SE, 29233.54; NORTHWEST ELECTRIC, SU, 7016.83; O'REILLY AUTOMOTIVE STORES, SU, 38.20; O'REILLY AUTOMOTIVE STORES, SU, 2.04; OVERDRIVE, SU, 1982.40; OVERHEAD DOOR, SU, 105.50; PER MAR SECURITY SERVICES, SE, 4265.42; PREMIER BIOTECH, SE, 288.72; R PERRY CONSTRUCTION, SE, 4077.19; RANDOLPH PUBLIC SCHOOLS, FE, -400.00; RANDOLPH YOUTH VOLLEYBALL, FE, 100.00; RANDOLPH YOUTH VOLLEYBALL, RE, 400.00; RANDOLPH YOUTH VOLLEYBALL, FE, 100.00; ROBERT WOehler & SONS, SU, 390.08; SKARSHAUG TESTING LAB, SE, 312.36; STAN HOUSTON EQUIPMENT, SE, 228.00; STAPLES, SU, 571.39; STATE NEBRASKA BANK-PETTY CASH, RE, 104.32; SUDBECK UNDERGROUND, SE, 3996.00; TOM'S BODY & PAINT SHOP, SU, 42.00; TR HARRIS CONSTRUCTION, SE, 16150.00; TRI-STATE COMMUNICATIONS, SU, 895.00; UTILITIES SECTION, FE, 195.00; UTILITY EQUIPMENT, SU, 365.80; VERIZON, SE, 574.59; WAYNE AMERICA, SU, 38.00; WESCO, SU, 5103.90; WISNER WEST, SU, 190.27; ZIMCO SUPPLY, SU, 345.00; APPEARA, SE, 79.32; BLUE CROSS BLUE SHIELD, SE, 55669.35; CIRBA SOLUTIONS SERVICES, SU, 108.95; FIRE CATT, SE, 5635.75; FLOOR MAINTENANCE, SU, 823.33; GROSSENBURG IMPLEMENT, SU, 84.34; GROSZ, MIKE, RE, 500.00; HELENA AGRI-ENTERPRISES, SU, 840.00; HILAND DAIRY, SE, 81.02; IOWA PUMP WORKS, SE, 8230.00; JEO CONSULTING GROUP, SE, 6057.43; KAY PARK REC CORP, SU, 9816.40; MUTUAL OF OMAHA, SE, 405.00; NORTHWEST ELECTRIC, SU, 203.18; ONE CALL CONCEPTS, SE, 82.24; TYLER TECHNOLOGIES, FE, 45274.35; VAN DIEST SUPPLY, SU, 373.75; WESCO, SU, 4960.52; WAPA, SE, 23633.99

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to approve the claims. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

Council President Brodersen declared the time was at hand for the public hearing on the proposed FY 2024-2025 budget.

Finance Director Beth Porter stated these numbers are based on the final numbers set at the budget work session. In addition, because of the passage of LB148 two years ago, the following changes have been made again this year:

- At least 3 copies of the proposed budget have to be available to the public;
- A presentation is being given outlining the key provisions of the proposed budget, including a comparison with the prior year's budget;
- Any member of the public desiring to speak will be allowed to address the governing body and be given a reasonable amount of time to do so; and
- The methods and dates of meeting notices are recorded in the meeting minutes.

The total of the FY 2024-2025 budget is \$58,895,419. The property tax proposal for the General Fund operation is \$1,117,043.58, which compares to the 2023 tax asking of \$1,072,999.61. Pursuant to State Law, the maximum levy for a municipality is \$0.45 per \$100 of property valuation. When combined with the debt service asking, the combined amount for the proposed budget year is \$1,225,693.58 or \$.337972 per \$100 of property valuation, which is lower than last year - \$.358201. The valuation in the community, as reported by the County Assessor for 2024, is \$362,661,606 which is up 10.51% from last year. The 2024 operating budget is \$58,231,544; the 2023 operating budget was \$53,585,042. The combined levy from 2023 to 2024 has decreased from \$.417696 to \$.393959. The changes since the budget workshop for property taxes is a decrease to \$1,105,995 (-20,011) and adjustment to general fund reserves is \$616,875 (-20,011).

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

There being no further comments, Council President Brodersen closed the public hearing.

Administrator Blecke stated as the City's contract with Big Rivers will be expiring at the end of 2026, the City will be looking to use its power plant capacity in the market so the City can contract for energy only services. Dave Peterson with JEO has been retained as the City's consultant to lead us to the best arrangement in the energy market for January 2027 and beyond.

Mr. Peterson was present to explain the RFP and the process with determining the best choice for assistance with the energy market.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the "Request for Proposal" for assistance with Southwest Power Pool Market Participant duties, the purchase of hourly energy to build energy portfolio and management of power plant generation resources. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

Administrator Blecke stated the original resolution regarding the public works grant was brought before Council in June. However, since that time, Northeast Nebraska Economic Development District has found the amount needs to be increased from \$435,000 to \$480,000 and that the percentage reference for low-to-moderate income people needed to be removed.

The City is now requesting \$480,000 for the Prairie Park project, of which \$450,000 will be used for project activities, \$5,000 for construction management, and \$25,000 for general administration of the grant. The Prairie Park project is at 111 Dearborn Street, located in southeast Wayne, approximately .3 miles east off Highway 15 on Fairground Avenue. Prairie Park is being developed in phases across 30 acres of the City's decommissioned sanitary sewage lagoon site. This phase will focus on an amphitheater/shelter house (ADA accessible); playground/exercise area & equipment (ADA accessible); parking and camper pad paving (ADA accessible); and sidewalk/trail paving (ADA accessible). The total project budget is \$615,000 with \$480,000 CDBG grant funds and local matching funds of \$135,000 from the City of Wayne. All funds will benefit low-to-moderate income clientele (LMC) through the removal of architectural

barriers; no persons are anticipated to be displaced as a result of CDBG activities, however the City will follow its plans for assisting persons actually displaced.

Council President Brodersen introduced Resolution 2024-47, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2024-47

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC WORKS FUNDS (\$480,000.00).

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

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

Councilmember Karsky introduced Resolution 2024-48, and moved for its approval; Councilmember Bratcher seconded.

RESOLUTION NO. 2024-48

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

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

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

Councilmember Houser made a motion, which was seconded by Councilmember Bratcher, approving the Promissory Note of \$128,000 from the Community Redevelopment Authority to the City of Wayne. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

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

Councilmember Houser made a motion, which was seconded by Councilmember Bratcher, approving the Promissory Note of \$62,000 from the Community Redevelopment Authority to the City of Wayne. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

Administrator Blecke, on behalf of Carlson West Povondra Architects, presented Application and Certificate of Payment No. 10 from Otte Construction Company, LLC, in the amount of \$208,562.00 for the "Wayne City Hall and Police Relocation Project."

Councilmember Karsky made a motion, which was seconded by Councilmember Bratcher, approving Application and Certificate of Payment No. 10 in the amount of \$208,562.00 to Otte Construction Company, LLC, for the "Wayne City Hall and Police Relocation Project." Council President

Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

The following two resolutions pertain to increasing the 911 dispatch fees for both Carroll and Winside. The last time dispatch fees were increased was in 2008 (\$1,520 per year) and before that was in 1998. Because staff had some concerns regarding the language that was taken from the original resolution, the recommendation was to table this matter until the next meeting.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to table action on Resolution 2024-49 until the next meeting. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to table action on Resolution 2024-50 until the next meeting. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Council President declared the motion carried.

Administrator Blecke stated the following Resolution would amend the Interlocal Agreement approved on June 4, 2024, with Laurel for water/wastewater services. This would extend the agreement for six months, provide for a monthly fee of \$250 per month, and increase the hourly rate to \$90 for regular business hours and \$180 for hours outside of regular business hours.

Councilmember Eischeid introduced Resolution No. 2024-51 and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2024-51

A RESOLUTION AMENDING THE INTERLOCAL AGREEMENT WITH THE 2ND CLASS CITY OF LAUREL, NEBRASKA, FOR WATER/WASTEWATER SERVICES PREVIOUSLY APPROVED ON JUNE 4, 2024.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Council President Brodersen declared the meeting adjourned at 6:13 p.m.



COUNCIL APPROVED 9/3/24

OTTE CONSTRUCTION

Payable Description

CITY HALL/POLICE RELOCATION

Payment Total

208,562.00

Vendor

ACE HARDWARE
 ALERT 360
 AMERITAS LIFE INSURANCE
 APPEARA
 ARC-HEALTH & SAFETY
 BSN SPORTS, INC
 CDW GOVERNMENT LLC
 CITY EMPLOYEE
 CITY EMPLOYEE
 CITY OF WAYNE
 CITY OF WAYNE
 COPY WRITE PUBLISHING
 CORNHUSKER INTERNATIONAL TRUCKS INC
 CXT PRECAST CONCRETE PRODUCTS
 DAHLEN, RACHEL
 DANKO EMERGENCY EQUIPMENT
 DEARBORN LIFE INSURANCE COMPANY
 DUTTON-LAINSON COMPANY
 EAKES OFFICE PLUS
 ELECTRICAL ENGINEERING & EQUIPMENT
 ELKINS PORTABLE RESTROOMS, LLC
 FAITH REGIONAL PHYSICIAN SERV.
 GLOBAL PAYMENTS INTEGRATED
 GROSSENBURG IMPLEMENT INC
 ICMA RETIREMENT-FIRST NATL BANK -MARYLAND
 ICMA RETIREMENT-FIRST NATL BANK -MARYLAND

Payable Description

CARPET CLEANER/COAX/CABLE/FASTENERS/TOOLS
 MONITORING
 AMERITAS ROTH
 AMERITAS ROTH
 POLICE RETIREMENT 457 PERCENTAGE
 POLICE RETIREMENT 457 AMOUNT
 POLICE RETIREMENT
 LINEN & MAT SERVICE
 CPR TRAINING
 STABILIZER PAD SET
 COMPUTER/USB DOCK
 CLOTHING REIMBURSEMENT
 CLOTHING REIMBURSEMENT
 PAYROLL
 UTILITY REFUNDS
 OFFICE SUPPLIES/SHIPPING CHARGES
 SWITCH ASSEMBLY
 DOWN PAYMENT FOR SHOWER HOUSE
 VOLLEYBALL REF
 FD COAT AND PANTS
 LIFE/DISABILITY INSURANCE
 ROMEX WIRE SPLICE KIT
 CAC COPY CHARGES
 PRAIRIE PARK LIGHTING SUPPLIES
 PORTABLE RESTROOMS
 RANDOM TESTING
 CAC CREDIT CARD TRANSACTION FEES
 VALVE TRAIN REPAIR/FUSE/V-BELTS/BALL BEARINGS
 PAYROLL RETIREMENT
 ICMA RETIREMENT
 PAYROLL RETIREMENT
 PAYROLL RETIREMENT
 PAYROLL RETIREMENT
 PAYROLL RETIREMENT
 ROTH ICMA
 PAYROLL RETIREMENT
 ROTH IRA-ICMA
 ROTH IRA - ICMA
 ROTH IRA -ICMA
 ROTH ICMA

Payment Total

3,537.81
 84.24
 184.72
 35.00
 130.85
 72.00
 3,657.86
 111.38
 38.00
 19.99
 986.10
 132.36
 37.83
 123,567.82
 1,354.08
 425.13
 140.33
 50,000.00
 15.00
 4,250.00
 3,432.02
 360.66
 469.82
 629.89
 525.00
 90.00
 1,534.89
 744.34
 202.78
 1,429.22
 72.03
 39.80
 130.76
 10,625.44
 152.88
 533.56
 72.03
 75.00
 138.72
 803.82

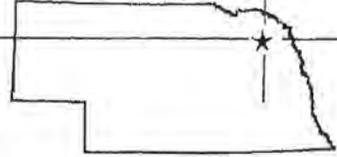
IRS	MEDICARE WITHHOLDING	4,794.06
IRS	FICA WITHHOLDING	20,498.74
IRS	FEDERAL WITHHOLDING	13,489.13
KTCH AM/FM RADIO	SEWER CLEANING/FALL REGISTRATION RADIO ADS	588.00
LEAGUE OF NEBRASKA MUNICIPALITIES	ANNUAL CONFERENCE REGISTRATION	535.00
LUTT OIL	GASOLINE	6,846.20
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	1,514.05
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	99.15
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	6,664.35
MIDWEST ALARM SERVICES	MONITORING ACCOUNTS CANCELED	469.00
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	235.57
MIDWEST TURF & IRRIGATION	GOLF COURSE MOWER	-42,857.00
NE DEPT OF REVENUE	STATE WITHHOLDING	6,268.21
NE DEPT OF REVENUE-COMPLIANCE DIV	PAYROLL DEDUCTION	347.09
NE LIBRARY ASSOCIATION	ANNUAL CONFERENCE REGISTRATIONS	535.00
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	8,250.24
NORFOLK DAILY NEWS	FALL SPORTS AD	45.00
ODEYS INC	GRASS SEED FOR SOCCER FIELD & PARKS/LINE CHALK	9,437.95
OPTK NETWORKS	POLICE ETHERNET SERVICES	408.54
O'REILLY AUTOMOTIVE STORES, INC.	OIL FILTER/RELAY	49.68
PAC N SAVE	DISTILLED WATER	6.36
PAC N SAVE	SENIOR NOON MEAL SUPPLIES	1,061.17
PLUNKETT'S PEST CONTROL	PEST CONTROL	111.95
PLUNKETT'S PEST CONTROL	PEST CONTROL	113.73
POSTMASTER	POSTAGE ON UTILITY BILLS	1,202.70
QUALITY 1 GRAPHIC	CAC FIELD SIGNS	200.00
QUALITY FOOD CENTER	COFFEE/PLATES/NAPKINS/CUPS	66.70
STADIUM SPORTING GOODS	EMBROIDERY	182.00
STAPLES, INC	OFFICE SUPPLIES	19.08
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	69.76
STATE NEBRASKA BANK-PETTY CASH	RECYCLING PETTY CASH	100.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	105.95
US BANK	TECH SUPPLIES/BOOKS/GAMES/DVD'S/REGISTRATIONS	15,863.94
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,416.71
VAN LIERE, SHELBY	VOLLEYBALL REF	45.00
VANDONKERSOED, KYLAH	VOLLEYBALL REF	45.00
WACHHOLTZ, MARIAH	AUDITORIUM DEPOSIT REFUND	250.00
WALLIN-SCHENSE, KAYE	PARKING TICKET OVERPAYMENT	15.00
WAYNE AUTO PARTS	BELTS/SEAFOAM/GLASS CLEANER/OIL/PLUG	1,047.62
WAYNE COUNTY CLERK	FILING FEES	16.00
WAYNE COUNTY CLERK	CRA FILING FEES	22.00
WAYNE HERALD	CAC ADS	232.00
WAYNE HERALD	ADS AND NOTICES	1,221.85
WAYNE HERALD	GREEN TEAM ADS	190.00
WESCO DISTRIBUTION INC	PRAIRIE PARK/VINTAGE HILL LED POLE FIXTURES	14,503.85
WISNER WEST	FD GASOLINE	307.33
ZACH HEATING & COOLING	AUDITORIUM A/C REPAIR	1,036.37
	Grand Total:	498,075.19

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Christian Legler

Address: 1411 Claycomb Rd.
Wayne, NE 68787

Telephone No.: (402) 369-9316

Date of Request: 10/25 and a date TBD

Description of Requested Topic: _____

- 10/25 → Chamber Coffee at Freedom Park hosted by Rotary Club of Wayne (10-11 AM)
- October Date for another Rotary Sponsored event at Freedom Park (Date/Time TBD)
* We respectfully request the fees to be waived for the community room





CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Wayne Parks & Rec Maintenance Building**
Owner Project No.: _____ CEP No.: **002**
Architect Project No.: **CWPA 24111** Date: **August 29, 2024**
Contractor Project No.: **24-12**

Description of proposed change(s):

Provide existing soils overexcavation, disposal of removals onsite, hauling of new imported suitable soils, leveling, and recompaction of building site per soils report and PR002 provided by CWP Architects dated August 7, 2024. This price excludes any testing requirements.

Otte Construction (Layout, Staking, Surveying)		\$ 1,800.00
Milo Meyer Construction (Earthwork)		<u>\$ 48,800.00</u>
	Sub-Total:	\$ 50,600.00
Otte Markup @ 10%		<u>\$ 5,060.00</u>
		\$ 55,660.00
Otte Bond @ 1.5 %		<u>\$ 835.00</u>
	Total Change:	\$ 56,495.00

See Attached Back-Up Information

TOTAL AMOUNT OF ADD: \$56,495.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY:  Date: 8/29/2024

Contractor
RECOMMENDED APPROVAL

BY: _____ Date: _____

Architect
APPROVED

BY: _____ Date: _____

Owner

Aug 7, 2024

Proposal Request
PR 002

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

From Architect:
Mathew Drummond
Carlson West Povondra Architects
5060 Dodge Street
Omaha, NE 68132

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

To Contractor:
Otte Construction Company, LLC
521 Centennial Road
Wayne, NE 68787



**CARLSON
WEST
POVONDRA**
ARCHITECTS

5060 Dodge Street
Omaha, Nebraska 68132
402.551.1800

www.cwparchitects.com

CWP 24111

Contract Date: May 08, 2024

PR 002 – Soils Report & Earthwork

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within 10 days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which the proposal will be submitted.

Description:

Attached is a copy of the Soils Report prepared by CTS for the project site. Please provide a proposal to include the soil removal and replacement recommendations included in the soils report. The report indicates unsuitable soil in the first 3.5' of material on site. The unsuitable soil needs to be removed and replaced with suitable fill below. The city has also indicated a desire to lower the overall site grading by 12-18". Please coordinate final building pad elevations with Lowell Heggemeyer.

Attachments:

1. CTS Soils Report Dated June 25, 2024
2. CTS Addendum Letter Dated July 16, 2024

This is not a change order, a construction change directive or a directive to proceed with the work described in the proposed modifications.

Betty McGuire - Fwd: FW: [External] [EXTERNAL]:City of Wayne - Parks & Rec (Change Order #2)

From: Wes Blecke
To: Betty McGuire
Date: 9/5/2024 11:58 AM
Subject: Fwd: FW: [External] [EXTERNAL]:City of Wayne - Parks & Rec (Change Order #2)
Attachments: City of Wayne Parks & Rec - CO#2.pdf

>>> Bob Soukup <BSoukup@cwparchitects.com> 9/4/2024 9:47 PM >>>

Wes and Lowell

Attached is the proposed change order from Otte Construction to include the earthwork scope for the Parks and Rec building. Overall the price for the dirt work is reasonable for the scope of work involved. Just considering the amount of soils that need to be removed below the building footprint $\{(60' \times 132' \times 3.5') = 27,720 \text{ cubic feet} = 1026 \text{ cubic yards}\}$ the price is roughly \$47.50 per cubic yard. We bid a new road project for Niobrara Public Schools earlier this year which included some unit price costs with a similar scope of work. This included over excavation and removal of unsuitable soils from the jobsite, and haul in of new structural fill and compaction. In the image below this publicly bid price would be unit price #2. This price can be influenced by how far the soils need to be moved, but in general a cost of \$47.50 would have been the second lowest bid. Keep in mind this estimated price on my end is only considering the 3.5' of soils below the building footprint. The actual price per cubic yard is less when you also account for the removal of 2.5' of soils below the footings.

Based on this analysis, I would recommend approval of the cost proposed by Otte Construction.

General Contract Bidders	Bid Bond Received	Addenda Acknowledged	Base Bid Lump Sum	Unit Price #1	Unit Price #2	Unit Price #3	Unit Price #4
Heartland Concrete Company Hastings, NE	X	X	\$1,065,994.00	+\$65 per c.y. -\$35 per c.y.	+\$65.00 per c.y.	+\$65.00 per c.y.	+\$75.00 per sq.y.
NLC York, NE	X	X	\$642,825.00	-\$20.00 per c.y.	+\$60.00 per c.y.	+\$40.00 per c.y.	+\$166.00 per sq.y.
A&R Plainview, NE	X	X	\$808,763.81	+\$12.41 per c.y.	+\$31.11 per c.y.	+\$19.11 per c.y.	+\$37.11 per sq.y.
Feimer Construction Yankton, SD	X	X	\$636,725.00	+\$25 per c.y. -\$12 per c.y.	+\$53.00 per c.y.	+\$35.00 per c.y.	+\$128.00 per sq.y.

Bob Soukup AIA LEED-AP
 Principal | Architect

CARLSON WEST POVONDRA ARCHITECTS

5060 Dodge Street, Omaha, NE 68132

T [402.551.1500](tel:402.551.1500)

C [402.720.3273](tel:402.720.3273)

From: Tate Nelson <tnelson@otteconstruction.com>
Sent: Thursday, August 29, 2024 2:29 PM
To: Bob Soukup <BSoukup@cwparchitects.com>; Michael Thomazin <MThomazin@cwparchitects.com>
Cc: Keith Moje <kmoje@otteconstruction.com>
Subject: [EXTERNAL]:City of Wayne - Parks & Rec (Change Order #2)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bob & Mike,
 Please find attached Change Order #2 on the Parks and Rec project.
 This is for the added dirt work scope per PR002.
 Let me know if you have any questions.

Thanks,
Tate Nelson
Otte Construction Company, LLC
PO Box 396
521 South Centennial Road, Wayne, Nebraska 68787
O: 402.375.2180
(F): 402.375.3123
<https://www.otteconstruction.com/>



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: 1
Period To: 8/30/2024
Contract For: General
Contract Date: 10/17/2023

Distribution To:
 Owner
 Architect
 Contractor

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

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

Project NOS: CWPA 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	(127,134.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,309,931.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 186,631.00

5. RETAINAGE:

a. 10% of Completed Work (Columns D + E on G703)	\$ 18,664.00
b. 10% of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703)	\$ 18,664.00

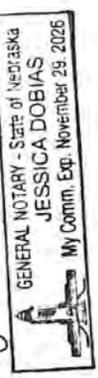
6. TOTAL EARNED LESS RETAINAGE	\$ 167,967.00
(Line 4 minus Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ -
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 167,967.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 1,141,964.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this month	\$ -	\$ (127,134.00)
TOTAL	\$ -	\$ (127,134.00)
NET CHANGES by Change Order	\$	(127,134.00)

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: John [Signature] **Date:** 8/30/2024
 State of: NEBRASKA
 County of: WAYNE
 Subscribed and sworn to before me 30 day of August 2024
 this
 County of Wayne
 Notary Public: Jessica Dobias
 My commission expires:



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

AMOUNT CERTIFIED \$ 167,967.00
 (Attach explanation if amount certified differs from any amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Carlson West Povondra Architects
By: [Signature] **Date:** 09.06.2024

This Certificate is non-negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named hereby. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G703

APPLICATION NUMBER: 1

APPLICATION DATE: 8/30/2024

PERIOD TO: 8/30/2024

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					
1	General Conditions, Supervision, Layout, & Profit	94,050	0	0	0	2,830	0	2,830	91,220	283
2	Payment & Performance Bonds	14,230	0	0	0	14,230	0	14,230	0	1423
3	Submittal Exchange	4,620	0	0	0	4,620	0	4,620	0	462
4	Concrete Figs, Stem Walls, & Slabs	248,260	0	0	0	7,950	0	7,950	240,310	795
5	Concrete Floor Sealer & Joint Sealants	11,900	0	0	0	0	0	0	11,900	0
6	Metal Stud Framing & Plywood Sheathing	31,460	0	0	0	0	0	0	31,460	0
7	PVC Wall Sheathing	18,010	0	0	0	0	0	0	18,010	0
8	Doors, Frames, & Hardware	28,850	0	0	0	0	0	0	28,850	0
9	Sectional Overhead Doors	46,855	0	0	0	0	0	0	46,855	0
10	Windows	7,770	0	0	0	0	0	0	7,770	0
11	Painting & High Performance Coatings	38,430	0	0	0	0	0	0	38,430	0
12	Signage	6,815	0	0	0	0	0	0	6,815	0
13	Fire Extinguishers	510	0	0	0	0	0	0	510	0
14	Pre-Engineered Metal Building & Erection	230,510	0	0	0	104,510	0	104,510	126,000	10451
15	Insulated Wall & Roof Panels	206,125	0	0	0	179,625	0	179,625	26,500	17963
16	Snow Guards	8,000	0	0	0	0	0	0	8,000	0
17	Plumbing & HVAC	235,460	0	0	0	0	0	0	235,460	0
18	Electrical	180,210	0	0	0	0	0	0	180,210	0
19	Owner Contingency ALLOWANCE	25,000	0	0	0	0	0	0	25,000	0
CO1	PEMB Design Changes	-127,134	0	0	0	-127,134	0	-127,134	0	-12713
		1,309,931	0	0	0	186,631	0	186,631	1,123,300	18664

CERTIFICATE OF PAYMENT: 2

Date of Issuance: 9/12/2024

Project: 022-02746



Project No.: Wayne Prairie Park

Contractor: TR Harris

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: TR Harris

Value of Work Completed This Request: \$171,750.00

Original Contract Cost: \$526,847.00

Approved Change Orders:

No. 1 \$0.00

No. 2 \$0.00

No. 3 \$0.00

Total Contract Cost: \$526,847.00

Value of completed work and materials stored to date \$353,200.00

Less retainage percentage 10% \$35,320.00

Net amount due including this estimate \$317,880.00

Less: Estimates previously approved:

No. 1 \$163,305.00 No. 3 \$0.00 No. 5 \$0.00

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

Total Previous Estimates: \$163,305.00

NET AMOUNT DUE THIS ESTIMATE: \$154,575.00

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

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

cc: - Owner
TR Harris
Project File

OLSSON

By: 



Project #: Wayne Prairie Park
Date: 9/12/2024

Project: 022-02746
Contractor: TR Harris

Pay App. 2

A	B	C	D	E	F	G	H	I		J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	WORK COMPLETED	Total from this Period	MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+H)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/N)	BALANCE TO FINISH (F-M)	RETAINAGE
1	Mobilization	LS	1	\$40,000.00	\$40,000.00	0.75	\$30,000.00	0.15		\$6,000.00		0.90	\$36,000.00	90%	\$4,000.00	\$3,600.00
2	Earthwork	LS	1	\$3,000.00	\$3,000.00	0.00	\$0.00	0.00		\$0.00		0.00	\$0.00	0%	\$3,000.00	\$0.00
3	6" Bike Trail Pavement (8' wide)	SY	2275	\$49.00	\$111,475.00	0.00	\$0.00	0.00		\$0.00		0.00	\$0.00	0%	\$111,475.00	\$0.00
4	7" Parking Pavement	SY	125	\$80.00	\$10,000.00	0.00	\$0.00	0.00		\$0.00		0.00	\$0.00	0%	\$10,000.00	\$0.00
5	12" Subgrade Prep	SY	3075	\$4.00	\$12,300.00	0.00	\$0.00	0.00		\$0.00		0.00	\$0.00	0%	\$12,300.00	\$0.00
6	18" Concrete Curb and Gutter	LF	184	\$33.00	\$6,072.00	0.00	\$0.00	0.00		\$0.00		0.00	\$0.00	0%	\$6,072.00	\$0.00
7	Fishing Pier	LS	1	\$67,000.00	\$67,000.00	0.40	\$26,800.00	0.20		\$13,400.00		0.60	\$40,200.00	60%	\$26,800.00	\$4,020.00
8	Pedestrian Bridge	LS	1	\$277,000.00	\$277,000.00	0.45	\$124,650.00	0.55		\$152,350.00		1.00	\$277,000.00	100%	\$0.00	\$27,700.00
Change Order										\$171,750.00			\$353,200.00		\$173,647.00	\$35,320.00
Contract Total										\$171,750.00	\$0.00	\$0.00	\$353,200.00	#DNV/0!	\$0.00	\$35,320.00

RESOLUTION NO. 2024-49

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

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

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

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

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
FOR DISPATCH SERVICE**

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

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

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

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

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

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

1. **Term:** The term of this agreement shall be for a period of five (5) years commencing on October 1, 2024, and shall automatically renew for an additional five (5) year period unless terminated by either party as provided herein.
2. **Services:** The City hereby agrees to dispatch for Village all fire, ambulance, and 911 calls for service and non-emergency calls for service that may be received or requested, and further the parties agree that all calls for service received by City shall be prioritized pursuant to the City Standard Operating Procedures, and no preference shall be given to calls originating either from City or Village based solely on the place of origin of any call.
3. **Compensation:** The parties agree that village will provide financial support to City as follows:

Year 1	Oct. 1, 2024/Sept. 30, 2025		\$3,000.00 (\$250.00/mo)
Year 2	Oct. 1, 2025/Sept. 30, 2026	4% increase	\$3,120.00 (\$260.00/mo)
Year 3	Oct. 1, 2026/Sept. 30, 2027	4% increase	\$3,244.80 (\$270.40/mo)
Year 4	Oct. 1, 2027/Sept. 30, 2028	4% increase	\$3,374.52 (\$281.21/mo)
Year 5	Oct. 1, 2028/Sept. 30, 2029	4% increase	\$3,509.52 (\$292.46/mo)

4. **Review:** The parties agree that said yearly fee is subject to review in each January of the term of this Agreement. After each review, City may notify Village of an intent to change fees. No change of fees will be implemented prior to October 1 of any year of this Agreement. In addition parties expressly agree that in the event City upgrades its radio dispatch system, that upon notice from City to Village, said monthly fees shall be renegotiated.
5. **Termination:** The parties agree that this Agreement may be terminated either by mutual agreement of the parties, or by either party giving six months' prior written notice to the other party of their intent to terminate the agreement. At the end of this initial five year term of this Agreement, it shall automatically renew for an additional five-year period unless six months' prior written notice of intent to terminate is given prior to renewal date.
6. **Disposal of Property Upon Termination:** The parties hereto expressly agree that any radio dispatching equipment purchased by City during the term of this Agreement shall continue to be owned and retained by City upon termination of this agreement in the manner provided herein. Any and all other real and personal property purchased by City and using funds received as a result of this Agreement, shall also continue to be owned and retained by City upon termination of this Agreement provided herein.
7. **Governing Board:** The parties hereto agree that there shall be no separate legal board or entity created pursuant to this Agreement, but that City shall be responsible for administration of this Agreement and of establishing and maintaining a budget. Each of the parties agree that they will be separately responsible for the manner of levying, collecting, and accounting for any tax authorized under Sections 13-318 to 13-326 of the Nebraska Revised Statutes.
8. **Indemnification and Hold Harmless:** The Village hereby agrees to indemnify and hold City harmless from any errors or omissions of Village related to this Agreement, and City hereby agrees to indemnify and hold Village harmless from any and all claims against Village that result from any errors or omissions of City in performing dispatching functions provided pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in duplicate this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

VILLAGE OF CARROLL, NEBRASKA

By _____
Chair

ATTEST:

Village Clerk

RESOLUTION NO. 2024-50

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

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

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

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

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
FOR DISPATCH SERVICE**

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

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

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

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

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

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

1. **Term:** The term of this agreement shall be for a period of five (5) years commencing on October 1, 2024, and shall automatically renew for an additional five (5) year period unless terminated by either party as provided herein.
2. **Services:** The City hereby agrees to dispatch for Village all fire, ambulance, and 911 calls for service and non-emergency calls for service that may be received or requested, and further the parties agree that all calls for service received by City shall be prioritized pursuant to the City Standard Operating Procedures, and no preference shall be given to calls originating either from City or Village based solely on the place of origin of any call.
3. **Compensation:** The parties agree that village will provide financial support to City as follows:

Year 1	Oct. 1, 2024/Sept. 30, 2025		\$3,000.00 (\$250.00/mo)
Year 2	Oct. 1, 2025/Sept. 30, 2026	4% increase	\$3,120.00 (\$260.00/mo)
Year 3	Oct. 1, 2026/Sept. 30, 2027	4% increase	\$3,244.80 (\$270.40/mo)
Year 4	Oct. 1, 2027/Sept. 30, 2028	4% increase	\$3,374.52 (\$281.21/mo)
Year 5	Oct. 1, 2028/Sept. 30, 2029	4% increase	\$3,509.52 (\$292.46/mo)

4. **Review:** The parties agree that said yearly fee is subject to review in each January of the term of this Agreement. After each review, City may notify Village of an intent to change fees. No change of fees will be implemented prior to October 1 of any year of this Agreement. In addition parties expressly agree that in the event City upgrades its radio dispatch system, that upon notice from City to Village, said monthly fees shall be renegotiated.
5. **Termination:** The parties agree that this Agreement may be terminated either by mutual agreement of the parties, or by either party giving six months' prior written notice to the other party of their intent to terminate the agreement. At the end of this initial five year term of this Agreement, it shall automatically renew for an additional five-year period unless six months' prior written notice of intent to terminate is given prior to renewal date.
6. **Disposal of Property Upon Termination:** The parties hereto expressly agree that any radio dispatching equipment purchased by City during the term of this Agreement shall continue to be owned and retained by City upon termination of this agreement in the manner provided herein. Any and all other real and personal property purchased by City and using funds received as a result of this Agreement, shall also continue to be owned and retained by City upon termination of this Agreement provided herein.
7. **Governing Board:** The parties hereto agree that there shall be no separate legal board or entity created pursuant to this Agreement, but that City shall be responsible for administration of this Agreement and of establishing and maintaining a budget. Each of the parties agree that they will be separately responsible for the manner of levying, collecting, and accounting for any tax authorized under Sections 13-318 to 13-326 of the Nebraska Revised Statutes.
8. **Indemnification and Hold Harmless:** The Village hereby agrees to indemnify and hold City harmless from any errors or omissions of Village related to this Agreement, and City hereby agrees to indemnify and hold Village harmless from any and all claims against Village that result from any errors or omissions of City in performing dispatching functions provided pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in duplicate this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

VILLAGE OF WINSIDE, NEBRASKA

By _____
Chair

ATTEST:

Village Clerk



WAYNE AMERICA

Chief Marlen Chinn
City of Wayne Police Department
306 Pearl Street
Wayne, NE 68787

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September 1, 2024

Dear Chief,

Wayne America, Inc. respectfully requests a parade permit for the annual Christmas in Wayne celebration to be held on Thursday, November 21 including the Parade of Lights. Plans call for the parade to line up at 6:15 p.m. with the parade beginning at 6:30 p.m. and finishing around 7:00 p.m., entries lining up on West 6th Street and Pearl Street, first come, first in line. The parade proceeds south on Main Street, disbursing at the City Lot at 113 S Main. Parade Participants will be reminded that candy or other items should not be thrown from the vehicle. If approved, we will provide a copy of our affidavit of insurance with Northeast Nebraska Insurance Agency.

The street closure request is for Thursday, November 21 and would include the follow areas:

- 6th and Main Street proceeding south to 1st and Main Street from 6:30 p.m. until 7:30 p.m.
- The committee requests that parking not be allowed on Main Street in the 300 and 200 Blocks from 5:30 p.m. until 8:00 p.m.

We truly appreciate the support from the City of Wayne and especially the Police Department and Street Department during the holiday events. Your cooperation and assistance helps turns these events into successful marketing tools for our community and glowing memories for the families who live here.

We look forward to hearing from you. If you have any questions or concerns regarding Christmas in Wayne, please contact me at the office at 402-375-2240.

Sincerely,

Rachel Miller
Assistant Director of Membership and Events

PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA

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RESOLUTION NO. 2024-52

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

WHEREAS, the annual “Christmas on Main/Parade of Lights” celebration will be held on Main Street from West 6th Street south to the CRA/City Lot at 113 S Main Street on Thursday, November 21, 2024, from 6:30 p.m. to approximately 7:30 p.m., or immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

WHEREAS, Wayne Area Economic Development, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour, and traffic control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of the special event.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-53

A RESOLUTION SETTING THE PROPERTY TAX REQUEST FOR FY2024-2025.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the governing body of the City of Wayne, Nebraska, passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that:

1. The 2024-2025 property tax request be set at \$1,225,693.58.
2. The total assessed value of property differs from last year's total assessed value by 10.5%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.324131 per \$100 of assessed value.
4. The City of Wayne proposes to adopt a property tax request that will cause its tax rate to be \$.337972 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Wayne will be an increase from last year's by 9%.
6. A copy of this Resolution be certified and forwarded to the County Clerk on or before September 30, 2024.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City Councilmember _____ moved for the adoption/approval of said Resolution.

Councilmember _____ seconded the motion.

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

RESOLUTION NO. 2024-54

**A RESOLUTION APPROVING THE ALLOWABLE 1% INCREASE IN
BASE LIMITATION OF RESTRICTED FUNDS' BUDGET 2024-2025.**

WHEREAS, Section 13-519 of Nebraska Revised Statutes places a budget limitation on governmental units; and

WHEREAS, Section 13-519(2) of Nebraska Revised Statutes allows governmental units an additional 1% increase in budget authority with a vote of at least 75% of the Council; and

WHEREAS, the Mayor and City Council of the City of Wayne, Nebraska, want to maintain maximum flexibility for future budgets.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the unused budget authority carried forward to fiscal year 2024-2025 shall contain the additional 1% increase in restricted fund authority allowed upon the affirmative vote of at least 75% of the Council.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-55

A RESOLUTION TO ADOPT THE 2024-2025 BUDGET FOR THE CITY OF WAYNE.

WHEREAS, LB 989 changed budget limitation provisions regarding restricted funds for political subdivisions; and

WHEREAS, LB 1114 established levy limits for local governments; and

WHEREAS, the 2024-2025 budget document meets the requirements of the legislative laws; and

WHEREAS the Mayor and Council of the City of Wayne, Nebraska, have conducted a public hearing as prescribed by law and heard and considered comments concerning the 2024-2025 budget for the City of Wayne; and

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska, hereby find and determine that it is in the best interest of the City that the 2024-2025 budget be adopted as the "Official Budget" for the fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the 2024-2025 budget of the City of Wayne, Nebraska, be and is hereby adopted.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-11

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2024, through September 30, 2025. All sums of money contained in the budget statement, as fund totals, are hereby appropriated for the necessary expenses and liabilities of the City of Wayne. A copy of the budget document shall be forwarded, as provided by law, to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Wayne County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval and publication or posting as required by law.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-56

A RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE LOCATED IN WAYNE COUNTY, NEBRASKA, FROM VIRGIL L. KARDELL, TRUSTEE OF THE VIRGIL L. KARDELL TRUST.

WHEREAS, City staff has concluded negotiations for the acquisition of land located in Wayne County, Nebraska, legally described as follows:

Legal Descriptions:

The East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 7, Township 26 North, Range 4 East of the 6th P.M., Wayne County, Nebraska, EXCEPTING HOWEVER that part conveyed to Leo H. Holt and Velma I. Holt, Husband and Wife, by Joint Tenancy Warranty Deed which was recorded May 4, 1971, in Deed Record Book 50 at Page 420 in the County Clerk's Office of Wayne County, Nebraska; AND FURTHER EXCEPTING Lots 1, 2, 3 and 4, Country Living Acres located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 26 North, Range 4 East of the 6th P.M., Wayne County, Nebraska, as set forth in that certain instrument recorded May 2, 1979, on Microfilm No. 790514, in the County Clerk's Office of Wayne County, Nebraska; AND FURTHER EXCEPTING that party conveyed to the City of Wayne, Nebraska, a Municipal Corporation, by Quitclaim Deed recorded August 16, 1985, on Microfilm No. 850762, in the County Clerk's Office of Wayne County, Nebraska; AND FURTHER EXCEPTING a tract of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 26 North, Range 4 East of the 6th P.M., Wayne County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of Lot 3, Block 3, Vintage Hill 1st Addition to the City of Wayne, Wayne County, Nebraska, point being on the North line of 14th Street; thence North along the East line of said Lot 3, 280.00 Feet; thence East and parallel to the North line of said 14th Street, 280.00 Feet; thence South and parallel to the East line of said Lot 3, 280.00 Feet to a point on the North line of said 14th Street; thence West on said North line, 280.00 Feet to the point of beginning, containing 1.80 acres, more or less, as previously conveyed to Region IV, Inc., in those certain Trustee's Deeds recorded January 4, 2002, on Microfilm No. 020014 and Microfilm No. 020015, in the records of said County; and

from Virgil L. Kardell, Trustee of the Virgil L. Kardell Trust, for the sum of \$1.00 and other valuable consideration; and

WHEREAS, the Mayor is hereby authorized to execute the necessary documents to carry out the acquisition thereof.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-57

**A RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE
LOCATED IN WAYNE COUNTY, NEBRASKA, FROM CORNERSTONE, LLC.**

WHEREAS, City staff has concluded negotiations for the acquisition of land located in Wayne County, Nebraska, legally described as follows:

LEGAL DESCRIPTION:

Lots 3 and 4, Kardell East 14th Street Addition, Wayne, Wayne
County, Nebraska,

from Cornerstone, LLC, for the sum of \$1.00 and other valuable consideration; and

WHEREAS, the Mayor is hereby authorized to execute the necessary documents to carry out the acquisition thereof.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



2116

2112

1216

1502

2100

21ST

2010

2006

2002

1910

2010

2009

2005

2001

813

1900

1901

819

1819

901

909

1010

1805

900

905

913

1803

904

908

917

1807

1801

907

910

1700

1605

911

1006

1600

1601

909

1001

1005

1609

1527

1007

1011

1525

1523

1517

1515

1511

1500

1505

1501

1004

1500

1467

1005

1007

1011

1455

1447

1077

1419

1415

1410

1441

1435

1410

1110

1202

1220

1300

1320

1406

1411

1022

1403

E. 14th Street

CENTENNIAL

Centennial Road

811

901

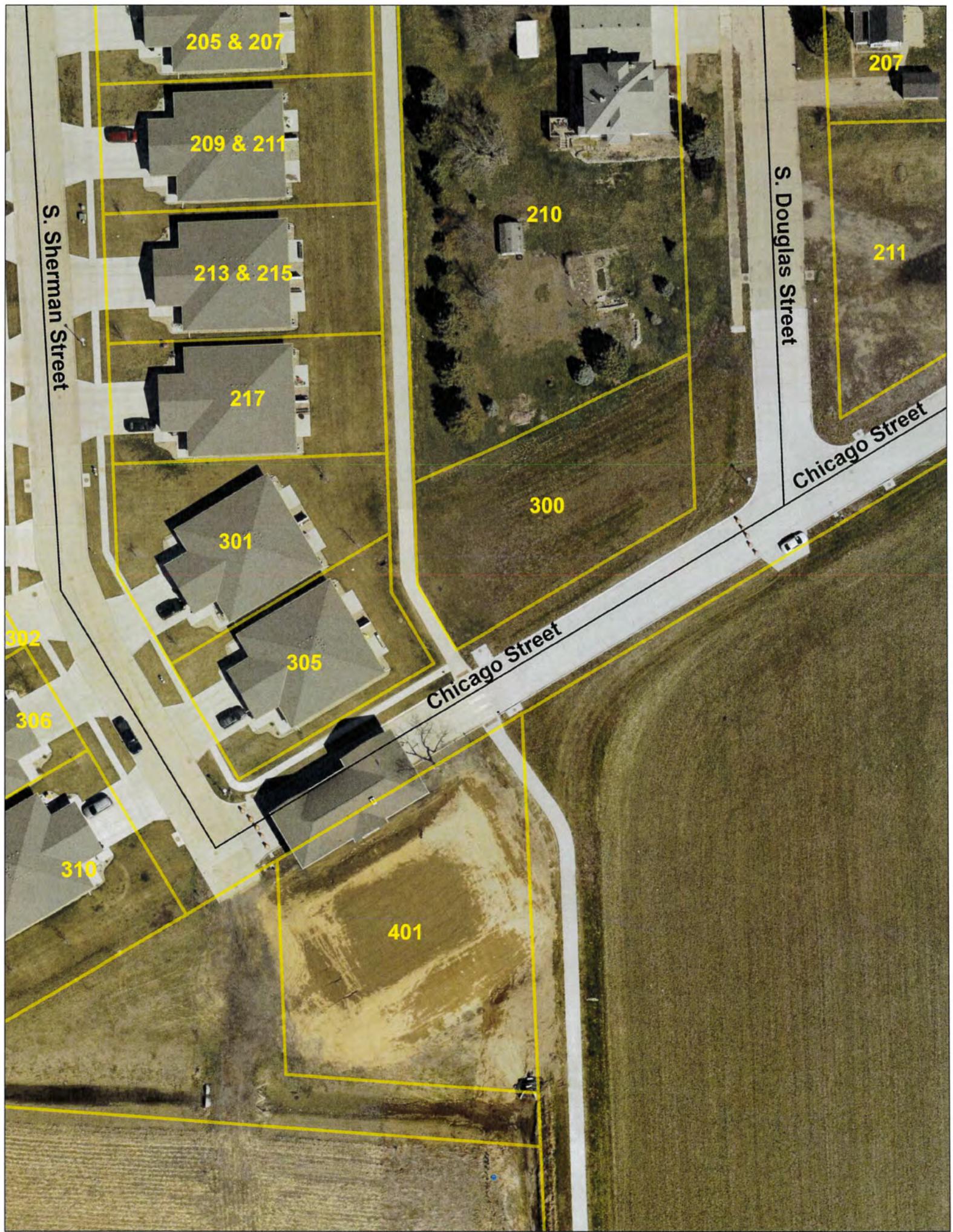
1200

Betty McGuire - [External] Lot

From: Chad Sebade <chadsebade@yahoo.com>
To: <betty@cityofwayne.org>
Date: 8/30/2024 3:25 PM
Subject: [External] Lot

Betty here is my bid on the Chicago lot WES said that I could still submit something even though it's after 2 o'clock. my price would be \$15,000 from Chad Sebade / Sebade Housing LLC .
Thanks

Sent from Yahoo Mail for iPhone



205 & 207

209 & 211

213 & 215

217

301

302

305

306

310

210

300

401

207

211

S. Sherman Street

S. Douglas Street

Chicago Street

Chicago Street

RESOLUTION NO. 2024-58

A RESOLUTION AUTHORIZING THE SALE OF LOT 19, SOUTHVIEW II ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA (400 CHICAGO STREET), TO CHAD SEBADE, D/B/A SEBADE HOUSING, LLC.

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

Legal Description:

Lot 19, Southview II Addition to the City of Wayne, Wayne County, Nebraska (400 Chicago Street); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Clerk is directed to prepare an ordinance directing the sale of the following parcel of real estate legally described as follows:

Legal Description:

Lot 19, Southview II Addition to the City of Wayne, Wayne County, Nebraska (400 Chicago Street),

to Chad Sebade, d/b/a Sebade Housing, LLC, for the sum of \$15,000.00 and other valuable consideration.

PASSED AND APPROVED this 17th day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-12

AN ORDINANCE DIRECTING THE SALE OF LOT 19, SOUTHVIEW II ADDITION, CITY OF WAYNE, WAYNE COUNTY, NEBRASKA (400 CHICAGO STREET) TO CHAD SEBADE, D/B/A SEBADE HOUSING, LLC.

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to Chad Sebade, d/b/a Sebade Housing, LLC, a tract of land legally described as:

Legal Description:

Lot 19, Southview II Addition, City of Wayne, Wayne County, Nebraska
(400 Chicago Street),

for the sum of \$15,000.00 and other valuable consideration.

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

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

PASSED AND APPROVED this 17th day of day of September, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk