

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
December 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 – December 3, 2024](#)
4. [Approval of Claims](#)
5. [Resolution 2024-74: Approving Memorandum of Understanding between the City of Wayne and Northeast Nebraska Economic Development District regarding the 2024 Rural Community Recovery Program Grant activities under Contract Number 23-RCRP-034](#)

Background: This Memorandum of Understanding with Northeast Nebraska Economic Development District establishes the understanding and mutual commitment of the City of Wayne and the District regarding their provision of administrative services to support the City of Wayne’s 2024 Rural Community Recovery Program grant activities under Contract Number 23-RCRP-034 with the Nebraska Department of Economic Development.

6. [Resolution 2024-75: Accepting and authorizing the execution of a Service/Consultant Agreement with Northeast Nebraska Economic Development District for the general administration of a Rural Community Recovery Program Grant 23-RCRP-034](#)

Background: This agreement with Northeast Nebraska Economic Development is for the general administration of CDBG 23-RCRP-034. We were notified on October 31st that we were awarded up to \$1,370,000 to continue the Prairie Park improvement plan, including installation of an outdoor amphitheater, baseball fields, trail extensions and a lakeside restroom/shower facility, while incorporating safety and accessibility features to promote equitable access to these public amenities.

7. [Joel Hansen, Street and Planning Director, Annual Report](#)
8. [Action on the Nebraska Department of Transportation’s Maintenance Agreement \(2025 Renewal\)](#)

Background: The rates for 2025 will remain the same as 2024. However, due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane

mile) to create a fair rate for snow removal, system preservation and right-of-way maintenance. Each supplement year after 2024 will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030.

9. [Resolution 2024-76: Accepting bid and awarding contract for the Electric Generation Plant Roofing Project](#)

Background: On December 12th, we received five bids on this project. After review by City staff, they are recommending that the bid on this project be awarded to the low bidder, McKinnis Roofing & Sheet Metal for \$92,085.

10. [Resolution 2024-77: Accepting bid and awarding contract for the Community Activity Center Roofing Project](#)

Background: On December 12th, we received four bids on this project. After review by City staff, they are recommending that the bid on this project be awarded to the low bidder, Guarantee Roofing & Sheet Metal for \$176,717.

11. [Resolution 2024-78: Amending Wage and Salary Schedule](#)

Background: The attached wage and salary schedule includes a 4% cost of living increase that was approved in the 24/25 FY Budget. This would be effective with the first payroll period in January, 2025. The changes are highlighted in red.

12. [Resolution 2024-79: Approving the appointment of Amy K. Miller as City Attorney and her Retainer Agreement for 2025](#)

Background: Amy was first appointed City Attorney in 2015. There have been no changes made to her contract for 2025.

13. [Resolution 2024-80: Approving the specifications and authorizing the purchase of an E35 25HP R2 Series Bobcat Compact Excavator](#)

Background: The Electric Distribution and Water/Wastewater Departments have received a bid proposal through the Sourcewell Cooperative Pricing Program for a new Bobcat Compact Excavator and related equipment for \$52,779.51. Those three departments will share in the cost of this piece of equipment.

14. [Ordinance 2024-13: Amending Wayne Municipal Code, Title VII, Snow Emergency, Section 78-284 Declarations of Director](#)

15. [Action to set the next Council Mini-Retreat on January 7, 2025](#)

Background: Since the next Council Mini-Retreat falls on December 31st, the Mayor is suggesting to have the retreat after the regular Council meeting on January 7, 2025.

16. [Update on Power Supply Potential Contract Negotiations](#)

17. [Adjourn](#)

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

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

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

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

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to approve the minutes of the meeting of November 19, 2024, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

APPROVED 11/19/24: TR HARRIS, SE, 36154.62

VARIOUS FUNDS: ACES, SE, 1127.56; AMERITAS, SE, 160.22; AMERITAS, SE, 72.00; AMERITAS, SE, 4047.82; AMERITAS, SE, 35.00; AMERITAS, SE, 224.30; APPEARA, SE, 52.80; AVERY

BROTHERS SIGN COMPANY, SU, 6153.00; BLOOM & GRACE, SE, 4850.00; BOMGAARS, SU, 1171.78; CARHART LUMBER COMPANY, SU, 132.79; CITY EMPLOYEE, RE, 1580.78; CITY EMPLOYEE, RE, 500.00; CITY EMPLOYEE, RE, 12.02; CITY EMPLOYEE, RE, 46.39; CITY EMPLOYEE, RE, 926.07; CITY OF WAYNE, PY, 131002.60; CITY OF WAYNE, RE, 207.77; COLONIAL RESEARCH, SU, 419.88; COLORADO LIBRARY CONSORTIUM, FE, 25.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 5000.00; CORE & MAIN, SU, 205.56; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEMCO, SU, 195.85; DOVALOS, GUILLERMO, RE, 50.00; ED M. FELD EQUIPMENT, SU, 444.60; FAIRFIELD INN – KEARNEY, SE, 1214.55; FIREMAN, RE, 51.25; FIRST CONCORD GROUP, SE, 4294.72; FIRST SOURCE TITLE & ESCROW, SE, 185.00; FLOOR MAINTENANCE, SU, 726.26; GALE/CENGAGE LEARNING, SU, 133.20; GRANBERG, KAREN, RE, 150.00; GROSSENBURG IMPLEMENT, SU, 9300.00; HAWKINS, SU, 735.09; ICMA, SE, 2437.50; ICMA, SE, 533.56; ICMA, SE, 261.52; ICMA, SE, 163.96; ICMA, SE, 202.78; ICMA, SE, 138.72; ICMA, SE, 75.00; ICMA, SE, 152.88; ICMA, SE, 10219.24; ICMA, SE, 803.82; IRS, TX, 5069.24; IRS, TX, 14445.65; IRS, TX, 21675.62; JEO CONSULTING GROUP, SE, 17239.18; LIGHT OF THE WORLD GOSPEL MINISTRIES, RE, 150.00; LUETH, AARON, RE, 500.00; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 180.50; MILLER LAW, SE, 6250.00; MUNICIPAL SUPPLY, SU, 4718.38; MUTUAL OF OMAHA, SE, 383.40; NDEE-FISCAL SERVICES, SE, 285446.06; NE DEPT OF REVENUE, TX, 6279.47; NE DEPT OF REVENUE-COMPLIANCE DIV, RE, 365.29; NERC, SE, 1274.44; NORTHEAST POWER, SE, 27387.63; O'REILLY AUTOMOTIVE STORES, SU, 44.49; POSTMASTER, SU, 1220.91; RELIABLE ELECTRIC PRODUCTS, SU, 496.74; SOOLAND BOBCAT, SU, 60000.00; STAPLES, SU, 120.14; STATE NEBRASKA BANK & TRUST, SE, 7073.75; SUDBECK UNDERGROUND, SE, 10736.00; SUN RIDGE SYSTEMS, SE, 3561.00; THRASHER, RE, 1125.00; UTILITY EQUIPMENT, SU, 222.94; VAN WALL EQUIPMENT, SU, 2612.76; WAYNE SENIOR CENTER, SE, 519.25; WAYNE STATE COLLEGE, RE, 72700.39; WAYNE STATE COLLEGE, RE, -72,700.39; WESCO, SU, 1551.50; WISNER WEST, SU, 181.25; Y & Y LAWN SERVICE, SE, 100.00; ACE HARDWARE & HOME, SU, 4030.83; AGOUMBA, SEDJRO, SE, 15.00; ALTEC INDUSTRIES, SU, 66.79; AMGL, SE, 12860.00; APPEARA, SE, 115.61; ARNIE'S FORD, SE, 391.50; BARTOS, BRANDON, SE, 15.00; BELITZ, GARRETT, SE, 245.00; BLUE CROSS BLUE SHIELD, SE, 56525.80; BORDER STATES INDUSTRIES, SU, 794.35; BROWN, SANDY, RE, 51.12; CERTIFIED TESTING SERVICES, SE, 1765.50; CERTIFIED TESTING SERVICES, SE, 122.00; CITY EMPLOYEE, RE, 90.18; CITY EMPLOYEE, RE, 343.90; CITY EMPLOYEE, RE, 4942.63; CITY EMPLOYEE, RE, 1970.40; CIVICPLUS, FE, 9232.28; COPY WRITE PUBLISHING, SE, 470.67; DEARBORN LIFE INSURANCE, SE, 92.88; DEARBORN LIFE INSURANCE COMPANY, SE, 3329.92; DEMCO, SU, 180.39; ED M. FELD EQUIPMENT, SU, 65.36; ELKINS PORTABLE RESTROOMS, SE, 412.50; FIN FOLK, SU, 3992.00; FLOOR MAINTENANCE, SU, 472.10; FREDRICKSON OIL, SU, 1060.37; GLOBAL PAYMENTS INTEGRATED, SE, 954.55; HAYDEN, HUNTER, SE, 220.00; HILAND DAIRY, SU, 104.29; HOMETOWN LEASING, SE, 456.78; JORGENSEN CONCRETE & CONSTRUCTION, SE, 1850.00; JUNCK, CARTER, SE, 15.00; KAY CONTRACTING, SE, 5595.00; MCCORKINDALE, BRAYDN, SE, 99.00; MERCHANT SERVICES, SE, 91.93; MERCHANT SERVICES, SE, 1331.68; MERCHANT SERVICES, SE, 5822.39; MILLER LAW, RE, 121.00; NORTHEAST POWER, SE, 6883.00; ONE CALL CONCEPTS, SE, 58.24; OPTK NETWORKS, SE, 408.54; O'REILLY AUTOMOTIVE STORES, SU, 52.92; PAC N SAVE, SU, 1027.69; PAC N SAVE, SU, 7.95; QUADIENT FINANCE USA, SU, 824.25; QUALITY FOOD CENTER, SU, 8.43; RESCO, SU, 26594.27; RODRIGUEZ, NANCY, SE, 110.00; SEARS AUTO SALES & TOWING, SE, 255.00; SKARSHAUG TESTING LAB, SE, 317.61; STAPLES, SU, 73.47; TR HARRIS CONSTRUCTION, SE, 58174.50; WALLING, TANNER, SE, 30.00; WASTE CONNECTIONS, SE, 31.50; WESCO, SU, 2811.96

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

Mayor Giese adjourned the meeting sine die.

This being the time for the new Council to organize and Parker Bolte, Austyn Houser, Brittany Webber and Dwaine Spieker having qualified for Councilmembers of the 1st, 2nd, 3rd and 4th Wards respectively, City Attorney Amy Miller presented the oaths of office to the newly elected Councilmembers.

Mayor Giese then reconvened the meeting.

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

Mayor Giese then presented plaques to outgoing Councilmembers Buck and Muir in appreciation of their valued contributions made to the City of Wayne as Councilmembers from 2017-2024, and from 2018-2024 respectively.

Luke Virgil, Wayne Economic Development Director, was present representing the LB840 Revolving Loan Fund Review Committee. The Committee met on November 26, 2024, and reviewed a revolving loan fund application to Wayne's Economic Development Program (WEDP) by Pepper & Print, LLC (Jason & Heidi Claussen & Ransen & Elizabeth Broders), who have a purchase agreement to buy 110 Main Street. Pepper & Print, LLC, will utilize the WEDP Funds for business costs such as building/property acquisition and building renovations. To match their request of \$112,500 from the WEDP, Pepper & Print, LLC, has secured financing of \$112,500 via a traditional lender (State Nebraska Bank & Trust), and will provide \$25,000 (personal equity) in matching funds. The total project is estimated to cost at least \$250,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Pepper & Print, LLC:

- Approval of the loan request for \$112,500;
- A loan repayment period of 10 years, based on a 20-year amortization; and
- An interest rate to be set at one half the rate set by the primary lender. (Primary Lender Rate – SNB&T, Wayne, NE: 7.5%; WEDP Rate: 3.75%)

The Claussens, as well as the Broders, were present to answer questions and to request Council consideration to changing/reducing the interest rate to 2%.

After discussion, Councilmember Houser made a motion, which was seconded by Councilmember Spicker, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$112,500 revolving loan fund loan to Pepper & Print, LLC (Jason & Heidi Claussen & Ransen & Elizabeth Broders), with the following conditions:

- A loan repayment period of 10 years, based on a 20-year amortization; and
- An interest rate to be set at 2%.

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

Administrator Blecke, on behalf of Carlson West Povondra Architects, presented Application and Certificate of Payment No. 13 from Otte Construction Company, LLC, in the amount of \$326,369.00 for the “Wayne City Hall and Police Relocation Project.” He also updated the Council on the project.

Councilmember Brodersen made a motion, which was seconded by Councilmember Houser, approving Application and Certificate of Payment No. 13 in the amount of \$326,369.00 to Otte Construction Company, LLC, for the “Wayne City Hall and Police Relocation Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke, on behalf of Carlson West Povondra Architects, then presented Application and Certificate of Payment No. 3 from Otte Construction Company, LLC, in the amount of \$149,368.00 for the “Wayne Parks & Rec Maintenance Building Project.”

Lowell Heggemeyer, Parks and Recreation Director, updated the Council on the project.

Councilmember Karsky made a motion, which was seconded by Councilmember Houser, approving Application and Certificate of Payment No. 3 in the amount of \$149,368.00 to Otte Construction Company, LLC, for the “Wayne Parks & Rec Maintenance Building Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Annually, the City is required to appoint a Street Superintendent to receive Highway Incentive Payments. This action item is to appoint Joel Hansen as the 2025 Street Superintendent.

Councilmember Spieker made a motion, which was seconded by Councilmember Webber, appointing Joel Hansen, Class A License Number S-1155, as the City Street Superintendent for calendar year 2025, January 1 thru December 31, 2025, for the purpose of the 2025 calendar year Highway Incentive payment to be issued to the City by the Nebraska Department of Transportation in February 2026. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2024. This is an annual requirement for determining the City's calendar year 2024 incentive funds.

Councilmember Brodersen introduced Resolution 2024-69, and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2024-69

A RESOLUTION AUTHORIZING THE SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM – 2024.

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

Administrator Blecke stated the following Resolution would formally appoint JEO Consulting Group, Inc., as the special engineer to be used on various City of Wayne projects in 2025. JEO was formally appointed back in 2018. We have found that we must formally appoint an engineer annually. Doing so eliminates the need to go through the procurement process for engineers on grant projects.

Councilmember Karsky introduced Resolution 2024-70, and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2024-70

A RESOLUTION APPOINTING JEO CONSULTING GROUP, INC., AS THE SPECIAL ENGINEER TO BE USED ON VARIOUS CITY OF WAYNE PROJECTS IN 2025.

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

The following Resolutions pertains to unpaid mowing costs for 121 W 11th Street owned by Zachary Mildenstein and would direct the City Clerk to file a lien against the property for the cost of work hired by the City to abate violations of City Code after proper notices were given to the property owner(s).

Councilmember Brodersen introduced Resolution No. 2024-71 and moved for its approval; Councilmember Spicker seconded.

RESOLUTION NO. 2024-71

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON THE WEST 50' OF LOTS 1, 2, 3, AND 4, BLOCK 23, COLLEGE HILL FIRST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 121 W. 11TH STREET, WAYNE, NEBRASKA (ZACHARY MILDENSTEIN - \$1,575).

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

Agenda Item No. 17 – Resolution 2024-72 Directing the City Clerk to certify mowing costs to the Wayne County Clerk and Wayne County Treasurer to become a lien on 800 E 6th Street – GLP Development Corporation, c/o Victoria Pick - \$600.00, was not acted upon because said amount of \$600 was paid today.

Lowell Heggemeyer, Parks and Recreation Director, obtained a State Bid from the Sid Dillon Fleet & Commercial dealership for a 2025 Chevrolet Silverado 3500HF Flatbed Truck for \$53,330. This will take the place of a 1991 Chevy flatbed truck. It is under the budgeted amount of \$60,000.

Councilmember Eischeid introduced Resolution 2024-73 and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2024-73

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2025 CHEVROLET SILVERADO 3500HD FLATBED TRUCK, AS PER THE STATE BID PROPOSAL RECEIVED FROM THE SID DILLON FLEET & COMMERCIAL DEALERSHIP - \$53,330.

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

Joel Hansen, Street and Planning Director, stated the next agenda item pertains to renaming the stub section of Vintage Hill Drive going east from Claycomb Road to "Thomas Drive" to match the extension of that street for the Vintage Hill 4th Addition. However, the legal definition of the segment of street staff is wanting to rename to "Thomas Drive" should be "the section of Vintage Hill Drive between Claycomb Road and Jordan Drive." He requested the legal definition be stated in the motion.

Councilmember Spieker made a motion, which was seconded by Councilmember Bolte, to rename the section of Vintage Hill Drive between Claycomb Road and Jordan Drive to "Thomas Drive." Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to approving the following appointments:

Betty McGuire, City Clerk
Beth Porter, Finance Director
Joel Hansen, Street and Planning Director
Marlen Chinn, Police Chief
Lowell Heggemeyer, Park and Recreation Director
Diane Bertrand, Senior Center Coordinator
Heather Headley, Library Director
Jeff Triggs, Electric Production Superintendent
Casey Junk, Water/Wastewater Superintendent
Luke Virgil, Economic Development Director

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the following appointments:

Betty McGuire, City Clerk
Beth Porter, Finance Director
Joel Hansen, Street and Planning Director
Marlen Chinn, Police Chief
Lowell Heggemeyer, Park and Recreation Director
Diane Bertrand, Senior Center Coordinator
Heather Headley, Library Director
Jeff Triggs, Electric Production Superintendent
Casey Junk, Water/Wastewater Superintendent
Luke Virgil, Economic Development Director

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

Mayor Giese requested Council consideration to appointing Trish Peters (to fill the vacancy left by Dwaine Spieker) to the Planning Commission.

Councilmember Spieker made a motion, which was seconded by Councilmember Webber, approving the appointment of Trish Peters (to fill the vacancy left by Dwaine Spieker) to the Planning Commission. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to appointing Councilmember Bratcher to the "Stool to Cool Task Force."

After some discussion, consensus was to allow Terri Buck and Nick Muir to remain on said Task Force if they so wanted to.

Councilmember Brodersen made a motion, which was seconded by Councilmember Houser, approving the appointment of Councilmember Bratcher to the "Stool to Cool Task Force." Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

City Attorney Miller proceeded to the rostrum to discuss her contract with the Council. She was not asking for anything different and would prefer it be kept as a base amount instead of changed to an hourly amount as sometimes previously discussed.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to enter into executive/closed session to prevent the needless injury to the reputation of an individual who has not requested a public hearing to discuss a personnel matter (the performance review/evaluation of City Attorney Amy Miller), and to allow City Administrator Blecke and City Clerk McGuire to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive/closed session began at 6:11 p.m.

Mayor Giese again stated the matter to be discussed in executive/closed session relates to the performance review/evaluation of City Attorney Amy Miller.

Councilmember Spieker made a motion, which was seconded by Councilmember Bratcher, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:44 p.m.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:44 p.m.

**Council Approved 12/3/24**

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|---------------------------------|---|----------------------|
| OTTE CONSTRUCTION | CITY HALL/POLICE RELOCATION | 326,369.00 |
| OTTE CONSTRUCTION | PARK & REC MAINTENANCE BUILDING | 149,368.00 |
| Vendor | Payable Description | Payment Total |
| ALERT 360 | MONITORING | 84.24 |
| ALTEC INDUSTRIES, INC. | GROUNDING GLOVES | 342.05 |
| APPEARA | LINEN & MAT SERVICE | 68.18 |
| BERNAL, GEORGINA | TRANSLATE DOCUMENTS | 105.00 |
| BLUE 360 MEDIA, LLC | NE CRIMINAL & TRAFFIC LAW MANUAL | 569.70 |
| BRUCKNER, BRIAN | ENERGY INCENTIVE | 500.00 |
| CASEY SCHROEDER | WIRING FOR GARAGE DOOR | 952.25 |
| CHEMQUEST, INC. | QUARTERLY MONITORING | 695.00 |
| CINTAS | FIRST AID SUPPLIES | 208.58 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 1,288.54 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 131.49 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 19.72 |
| CITY EMPLOYEE | CLOTHING REIMBURSEMENT | 126.58 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 581.18 |
| CITY EMPLOYEE | CLOTHING REIMBURSEMENT | 203.30 |
| COTTONWOOD WIND PROJECT, LLC | WIND ENERGY | 16,579.15 |
| EAKES OFFICE PLUS | COPY CHARGES | 207.59 |
| ELLIS HOME SERVICES | AUDITORIUM FOUNTAIN REPAIR | 99.99 |
| EVANS, CAMRYN | AUDITORIUM DEPOSIT REFUND | 200.00 |
| GROSSENBURG IMPLEMENT INC | KEY | 1.75 |
| HILAND DAIRY | SENIOR CENTER FOOD SERVICE | 292.74 |
| HORIZON CONSTRUCTION | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| INGRAM LIBRARY SERVICES | BOOKS | 753.85 |
| IXTUQUE ORDONEZ, CECILIA | FREEDOM PARK DEPOSIT REFUND | 150.00 |
| JOHNSON SERVICE CO | VIDEO AND CLEAN SEWER PIPE | 29,994.00 |
| KASEYA US LLC | OFFICE 365 | 1,120.21 |
| LINDSAY, JEANNE | FREEDOM PARK DEPOSIT REFUND | 150.00 |
| LUTT OIL | GASOLINE | 5,052.69 |
| MATT PARROTT | TAX FORMS/ENVELOPES | 441.55 |
| MIDWEST LABORATORIES, INC | WASTEWATER ANALYSIS | 252.57 |
| NEBRASKA PUBLIC POWER DIST | TRANSMISSION SUBSTATION CHARGES/METER REPORTS | 8,250.24 |
| NORTHEAST NE ECONOMIC DEV DIST | 21-PW-022 SERVICES | 1,400.00 |
| NORTHEAST NE INS AGENCY INC | BOBCAT INSURANCE | 8.00 |
| NORTHEAST STORAGE LLC | BUILDING PERMIT DEPOSIT REFUND | 1,000.00 |
| OPTIMUM DATA INC | ACCESS POINTS FOR NEW CITY HALL | 7,850.00 |
| PILGER, MICHELLE | ENERGY INCENTIVE | 500.00 |
| PLUMBING & ELECTRIC SERVICE INC | BACKHOE/TRACER WIRE/PIPE | 7,766.43 |
| PLUNKETT'S PEST CONTROL | PEST CONTROL | 50.54 |

| Vendor | Payable Description | Payment Total |
|--------------------------------|-----------------------------------|-------------------|
| PREMIER BIOTECH, INC. | RANDOM TESTING | 326.54 |
| SCHULZ, LESLIE | ENERGY INCENTIVE | 500.00 |
| SOOLAND BOBCAT | FILTERS | 820.68 |
| STAPLES, INC | OFFICE SUPPLIES | 79.93 |
| STATE NEBRASKA BANK & TRUST | GO REFUNDING BOND SERIES 2019 | 3,812.50 |
| STATE NEBRASKA BANK & TRUST | MONTHLY ACH FEE | 65.60 |
| STATE NEBRASKA BANK-PETTY CASH | LIBRARY PETTY CASH | 105.70 |
| STEFFEN TRUCK EQUIPMENT INC | MOUNT UPWIRING KIT | 1,416.00 |
| SUPERCIRCUITS | KEYFOBS | 499.00 |
| THE RADAR SHOP | RECERTIFY RADAR UNITS | 519.00 |
| THRASHER | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| THRASHER | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| THRASHER | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| US FOODSERVICE, INC. | SENIOR CENTER NOON MEAL SUPPLIES | 2,347.76 |
| WAHLTEK, INC | EVENTIDE POLICE HARDWARE/SOFTWARE | 4,381.65 |
| WATSON LABEL PRODUCTS | LABELS | 438.12 |
| WAYNE COUNTY CLERK | FILING FEES | 100.00 |
| WAYNE COUNTY COURT | BOND | 1,052.50 |
| WAYNE HIGH SCHOOL | CHEER CLUB COACHING | 625.00 |
| WAYNE VETERINARY CLINIC | CAT IMPOUND | 70.00 |
| WESTERN AREA POWER ADMIN | ELECTRICITY | 23,362.55 |
| WISNER WEST | FD GASOLINE | 70.14 |
| WITT, DUANE | FIRE HALL DEPOSIT REFUND | 250.00 |
| | Grand Total: | 606,576.78 |

RESOLUTION NO. 2024-74

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT.

WHEREAS, the City of Wayne is desirous of entering into a Memorandum of Understanding with Northeast Nebraska Economic Development District (Consultant) which will establish the understanding and mutual commitment of the City of Wayne and the Consultant regarding the Consultant's provision of administrative services to support the City of Wayne's 2024 Rural Community Recovery Program grant activities under Contract Number 23-RCRP-034 with the Nebraska Department of Economic Development.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, between the City of Wayne and Northeast Nebraska Economic Development District is hereby approved, and the Mayor/Council President is hereby authorized to execute the same.

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

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk



NENEDD

Northeast Nebraska Economic Development District

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WAYNE, NEBRASKA, AND NORTHEAST NEBRASKA
ECONOMIC DEVELOPMENT DISTRICT**

This **Memorandum of Understanding (MOU)** is entered into on this ___ day of December, 2024, by and between the City of Wayne, Nebraska, hereinafter referred to as the "Community," and the Northeast Nebraska Economic Development District, hereinafter referred to as the "Consultant."

I. Purpose

The purpose of this MOU is to establish the understanding and mutual commitment of the Community and the Consultant regarding the Consultant's provision of administrative services to support the Community's 2024 Rural Community Recovery Program (RCRP) grant activities under contract number 23-RCRP-034 with the Nebraska Department of Economic Development (DED).

II. Scope of Work

The Consultant shall perform the following activities in accordance with the grant agreement and applicable statutes, rules, and regulations:

1. Ensure compliance with all federal and state requirements, including environmental reviews, financial management, and procurement.
2. Prepare grant-related documentation, including special condition documents, reports, and closeout submissions.
3. Maintain accurate accounting of funds and oversee the preparation of drawdowns.
4. Monitor labor standards, job creation requirements, acquisition laws, and relocation laws as applicable.
5. Provide oversight of Davis-Bacon labor standards (if applicable).
6. Manage filing systems in compliance with state and federal regulations.
7. Address and resolve monitoring issues to ensure grant closeout.
8. Submit all required reports and documentation to DED in accordance with deadlines.

A complete description of the Consultant's duties and responsibilities is attached as **Attachment #1 (Scope of Work and Fees)**.

III. Term



This MOU shall become effective upon execution by both parties. It will terminate upon the issuance of a Certificate of Completion letter from DED or earlier termination as outlined in this document.

IV. Financial Terms

1. The Community shall reimburse the Consultant for services rendered, with the total amount not to exceed \$30,000.
2. Payment shall be based on monthly invoices supported by appropriate documentation at the approved hourly rate of \$90 per hour.
3. Additional fees for expanded project scope shall be negotiated and documented through written amendments.
4. All funds are subject to RCRP program regulations and federal funding requirements.

V. Records Maintenance and Retention

1. The Consultant shall maintain accurate records, including financial documentation and compliance materials, as required by 2 CFR 200.300-345.
2. Records shall be retained for ten years following the final audit, or longer if required to resolve audits or litigation.
3. The Community, DED, and authorized representatives shall have access to review records related to this MOU.

VI. Relationship of the Parties

The Consultant shall act as an independent contractor. Nothing in this MOU shall create a relationship of employer-employee or principal-agent between the Community and the Consultant.

VII. Amendments and Termination

1. Amendments to this MOU may be made in writing by mutual consent.
2. Either party may terminate this agreement with written notice in accordance with the terms of the Service/Consultant Agreement, including but not limited to termination for cause or convenience.

VIII. Compliance

The parties agree to comply with all federal, state, and local laws applicable to the performance of this MOU, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- Section 109 of the Housing and Community Development Act of 1974
- Section 3 of the Housing and Urban Development Act of 1968

- Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act of 1973
- Executive Order 11246

IX. Miscellaneous Provisions

1. **Confidentiality:** Reports and information prepared under this MOU are confidential and shall not be shared without prior written consent.
2. **Hold Harmless:** The Consultant agrees to indemnify and hold harmless the Community for claims arising from the Consultant's negligence, excluding claims due to construction contractors' negligence.
3. **Governing Law:** This MOU is governed by the laws of the State of Nebraska.

SIGNATORIES

Community:

City of Wayne, Nebraska

Address: _____

By: _____

Title: _____

Date: _____

Consultant:

Northeast Nebraska Economic Development District

111 South 1st Street, Norfolk, NE 68701

By: Mandy Gear

Title: Executive Director

Date: 12.4.24

RESOLUTION NO. 2024-75

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF A RURAL COMMUNITY RECOVERY PROGRAM GRANT 23-RCRP-034.

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of a Rural Community Recovery Program Grant 23-RCRP-034; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$30,000 to complete the General Administration Scope of Work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Service/Consultant Agreement with NNEDD for the general administration of a Rural Community Recovery Program Grant 23-RCRP-034, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor/Council President is hereby authorized to execute said Agreement.

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

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR GENERAL ADMINISTRATION

THIS AGREEMENT made and entered into by and between the City Wayne, Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, the Community, as part of its 2024 Rural Community Recovery Program (RCRP) grant agreement with the Department of Economic Development, hereinafter referred to as the Department, under contract number 23-RCRP-034, has been awarded RCRP funds for the purposes set forth herein, and **WHEREAS**, the City of Wayne, for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community's approved RCRP program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local RCRP program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract which shall not be before October 31, 2024. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. **In no event shall the total amount reimbursed by the Community exceed the sum of \$30,000.** Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with RCRP funds through the State of Nebraska RCRP Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR (200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's RCRP project, unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
 - 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
 - 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's RCRP Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post

copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the RCRP project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

24. Build America, Buy America

The City of Wayne must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City of Wayne infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City of Wayne shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for Wayne, Nebraska consisting of 1 page.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

306 PEARL STREET, WAYNE, NE 68787

BY _____

TITLE _____

DATE _____

CONSULTANT

111 South 1st Street Norfolk, NE 68701

BY Mandy Gear _____

TITLE Executive Director _____

DATE 12.4.24 _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

The duties and responsibilities of the Certified Administrator under this scope of work include following:

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required RCRP clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the RCRP grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all RCRP statutory and regulatory requirements (*if applicable*).



EXHIBIT #1

The new hourly billing rate schedule for member communities was approved by the Board of Directors on July 12, 2023. Below is an excerpt of those meeting minutes.

BY:
 TITLE: Thomas L. Higginbotham Jr, Executive Director
 DATE: July 12, 2023

F. Consideration for approval of billing rate increases. NENEDD Executive Director Thomas L. Higginbotham, Jr. presented. NENEDD charged \$60/hour for approximately 10 years; changing to \$75/hour for new contracts executed after January 1, 2021. Staff recommends an increase to \$85/hour for contracts effective on or after July 1, 2023. Staff also recommend a \$5/hour increase each fiscal year up to June 30, 2029. Troy Uhlir made a motion to approve billing rate increases. Sally Ganem seconded that motion. **AYES:** Sally Ganem, Troy Uhlir, Tina Biteghe Bi Ndong, Blake Denton, Loren Kucera, Meghan Buresh, Judy Mutzenberger, Justin Webb, and Tod Voss. **NAYS:** None. **ABSENT:** None. Motion carried.

| | Effective July 1, 2023 | Effective July 1, 2024 | Effective July 1, 2025 | Effective July 1, 2026 | Effective July 1, 2027 | Effective July 1, 2028 |
|---------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Contract Hourly Rate - Member Rate | \$85.00 | \$90.00 | \$95.00 | \$100.00 | \$105.00 | \$110.00 |

111 S. 1st Street Norfolk, NE 68701 (402) 379-1150

www.nenedd.org



equal housing opportunity

**CITY OF WAYNE
STREET DEPARTMENT
A Public Service Department

2024 ANNUAL REPORT**

* The Street Department employs 5 full-time employees and one part-time worker. The full-time employees, their titles, and years of service are:

| | |
|--|----------|
| Joel Hansen, Street & Planning Director | 30 years |
| Todd Hoeman, City Inspector | 30 years |
| Jason Jorgensen, Street Supervisor | 18 years |
| Ryan Hensche, Street Maintenance Worker II | 9 years |
| Steven Sherman, Mechanic | 5 years |
| Mike Peck, Street Maintenance Worker I | 1 year |

* The Street Department maintains 34 miles of streets or 85 lane miles.

* The Street Department's shop provides maintenance on 35 vehicles, 48 pieces of heavy equipment, plus small engines. These units serve many departments including Street, Parks & Recreation, Police, Fire, Sewer, Electric Distribution, Power Plant, and Senior Citizens Center.

* The Street Department provides building maintenance on all City owned buildings.

* Major Activities in 2024 included:

1. Replaced sidewalk and make ramps ADA at Oak Drive & 2nd Avenue.
2. Replaced paving on E. 4th Street by Hank parking lot including 2 storm inlets.
3. Replaced paving at E. 14th & Centennial Road.
4. Replaced paving on south alley approach behind new City Hall.
5. Replaced paving in St. Mary's Church alley.
6. Replaced alley approach on W. 12th Street between Pearl & Lincoln.
7. Replaced paving in Fire Hall parking lot around storm drain.
8. Replaced storm drain at 2nd & Pearl on north side along with sidewalk.
9. Help pour handicap parking pads at Prairie Park ballfields.
10. Help pour garage floor at Prairie Park.
11. Helped set water pit for Dog Park and pour pad.
12. Placed flared end on storm sewer near Chicago Street for development of lot for CRA.
13. Assist with coordinating Prairie Park project.
14. Planted 227 trees in Prairie Park by hand.
15. Clean and shape parts of north ditch along E. 7th Street.

* Training/Schooling

- NCOA - 2021 ICC Building Codes
- APWA Lunch & Learn Seminars
- Local Roads Conference
- Nebraska Winter Maintenance Workshop

* General operation information: (Fiscal Year ending September 30th)

| | <u>2024</u> | <u>2023</u> | <u>2022</u> | <u>2021</u> | <u>2020</u> |
|--|-------------|-------------|-------------|-------------|-------------|
| Street Sweeper (hours) | 83 | 112 | 64 | 130 | 171 |
| Trucks w/ Plows (miles) | 5,035 | 2,838 | 4,577 | 6,668 | 11,680 |
| Loaders & Motor Grader (hours) | 931 | 333 | 461 | 915 | 981 |
| Ice Control/Street Sander (miles) | 390 | 590 | 0 | 484 | 508 |
| Snow Record Requiring Plowing (inches) | 25 | 24.5 | 3.5 | 32 | 29 |

* Routine seasonal work consists of the following:

1. Clear snow and sand streets.
2. Spring street sweeping and fall leaf clean up.
3. Clean storm sewer catch basins.
4. Help with pool preparation (3 weeks).
5. Fill pot holes in streets.
6. Fill and blade alleys.
7. Remove and replace concrete; street repairs.
8. Street sign maintenance.
9. Maintain brush pile/log site.
10. Maintain City tree farm (est. 200 trees).
11. Maintain Bone Yard (storage area).
12. Paint parking lines, arrows, and crosswalks.
13. Routine building maintenance as needed.
14. Street crack filling (3-4 days).
15. Mow highway ROW.
16. Terrace tree trimming.
17. Place barricades for 3+ parades.
18. Preparation for Chicken Days and County Fair.
19. Many other odd jobs (Library, Fire Hall, City Hall, Auditorium, etc.).

*Future Planning:

1. Update and Replacement of Public Works High Priority Street Department Equipment as Necessary:

| <u>Year</u> | <u>Equipment</u> |
|-------------|---|
| 1976 | GMC Street Flusher Truck |
| 1992 | GMC 4x4 Pickup w/ Plow |
| 1998 | International Truck Sander |
| 1999 | Chevy Flatbed Pickup |
| 2000 | Freightliner 4x4 Dump Truck w/ Plow |
| 2002 | Chevy Dump Truck w/ Plow |
| 2005 | Ford 4x4 F550 Dump Truck w/ Plow |
| 2007 | Fair Snowblower |
| 2011 | Cimline Magma Joint Sealer |
| 2011 | Ford 4x4 Pickup w/ Plow |
| 2012 | Freightliner 4x4 Dump Truck w/ Plow |
| 2014 | Elgin Street Sweeper |
| 2015 | Case 621F Loader |
| 2016 | Ford 4x4 F550 Flatbed w/ Plow |
| 2017 | Bobcat Mini Excavator w/ Jack Hammer |
| 2017 | JD 1550 4WD Mower |
| 2019 | Freightliner 4x4 Dump Truck w/ Plow |
| 2019 | Ford F350 4x4 Pickup |
| 2020 | Sullivan Palatek Air Compressor |
| 2020 | Chevy 4x4 Pickup |
| 2022 | Bobcat S66 Skidloader with concrete breaker |
| 2023 | JD 544P Wheel Loader |
| 2023 | Bobcat T66 T4 Track Loader with grader attachment |

Much of the departments equipment is available to the public on an hourly rental rate schedule, including loader, trucks compressor etc. The majority of the equipment can only be rented with an employee operating it, so labor is included in the rental fee. The next piece of equipment we are working on to replace is the 1999 International sander truck. We would purchase a new stainless steel sander to put on the 2000 Freightliner as it is a 4 wheel drive and the dump box currently on that truck is from 1982 and is falling apart underneath from rust.

2. Anticipated Projects for 2024

- Replace paving on E. 14th by Water Tower and Linden Street.
- Replace paving at S. Maple & 1st Avenue.
- Replace paving on Tomar Drive by Fire Hall.
- Replace paving on Thorman Street by the Vet Clinic.
- Replace paving on S. Nebraska.
- Replace paving at Lawndale & Fairacres Road.
- Replace paving on Walnut between 9th & 10th around manhole.
- Build inlet in detention cell at 4th & Dearborn.
- Remove tree at Recycling & Trash Center.
- Replace sidewalk along north side of East Park with 6' width.
- Inspect catch basins to create replacement list.
- Replace sunken brick areas (W. 5th Street).

2024 Building and Planning Annual Report

Fence Permits

202221 permits @ \$25.....\$525.00

202322 permits @ \$25.....\$550.00

202430 permits @ \$25.....\$750.00

Razing Permits

2022 – 8 permits issued for two houses and six garages / storage sheds

2023 – 7 permits issued for three houses and four garages

2024 – 2 permits issued for one house and one garage

Moving Permits

2022 – 1 permit issued for a house (moved by CRA)

2023 – 3 permits issued for houses (moved by CRA)

2024 – 4 permits issued for one house, one trailer and two storage sheds

| SUMMARY OF BUILDING PERMITS | |
|------------------------------------|--------------------|
| 2024 Calendar Year | |
| Regular Permits | 48 |
| Mobile Home Permits | 0 |
| Total Permits Issued: | 48 |
| Valuation Regular | \$6,062,139 |
| Valuation Manuf. Homes | 0 |
| Valuation Total: | \$6,062,139 |
| Regular Permit Fees | \$18,615 |
| Manuf. Home Permit Fees | 0 |
| Total Permit Fees: | \$18,615 |
| Average Value/Permit: | \$126,295 |

| TYPES OF PERMITS | No. of Permits | % of Total | Value | % of Total | Fees | % of Total |
|--|-----------------------|-------------------|--------------|-------------------|-------------|-------------------|
| New Residential *A | 9 | 18.75% | \$4,704,000 | 77.60% | \$12,150 | 65.27% |
| New Commercial *B | 1 | 2.08% | \$300,000 | 4.95% | \$850 | 4.57% |
| New Non-Residential/Non-Commercial Additions *C | 0 | 0.00% | \$0 | 0.00% | \$0 | 0.00% |
| Residential Additions/Alterations/Conversions *D | 29 | 60.42% | \$540,993 | 8.92% | \$3,510 | 18.86% |
| Non-Residential Additions/Alterations/Conversions *E | 3 | 6.25% | \$345,000 | 5.69% | \$1,300 | 6.98% |
| Other/Miscellaneous *F | 3 | 6.25% | \$44,800 | 0.74% | \$80 | 0.43% |
| Garage Additions/Alterations/Conversions *G | 3 | 6.25% | \$127,346 | 2.10% | \$725 | 3.89% |

NOTES/COMMENTS:

*A – Adam Drive (3); Angel Avenue (2); Donner Pass; Jaxon Street; Tuffern Blue Drive; Rural within 2-mile jurisdiction

*B – Three new mini-storage units on Industrial Road

*C – NONE TO REPORT

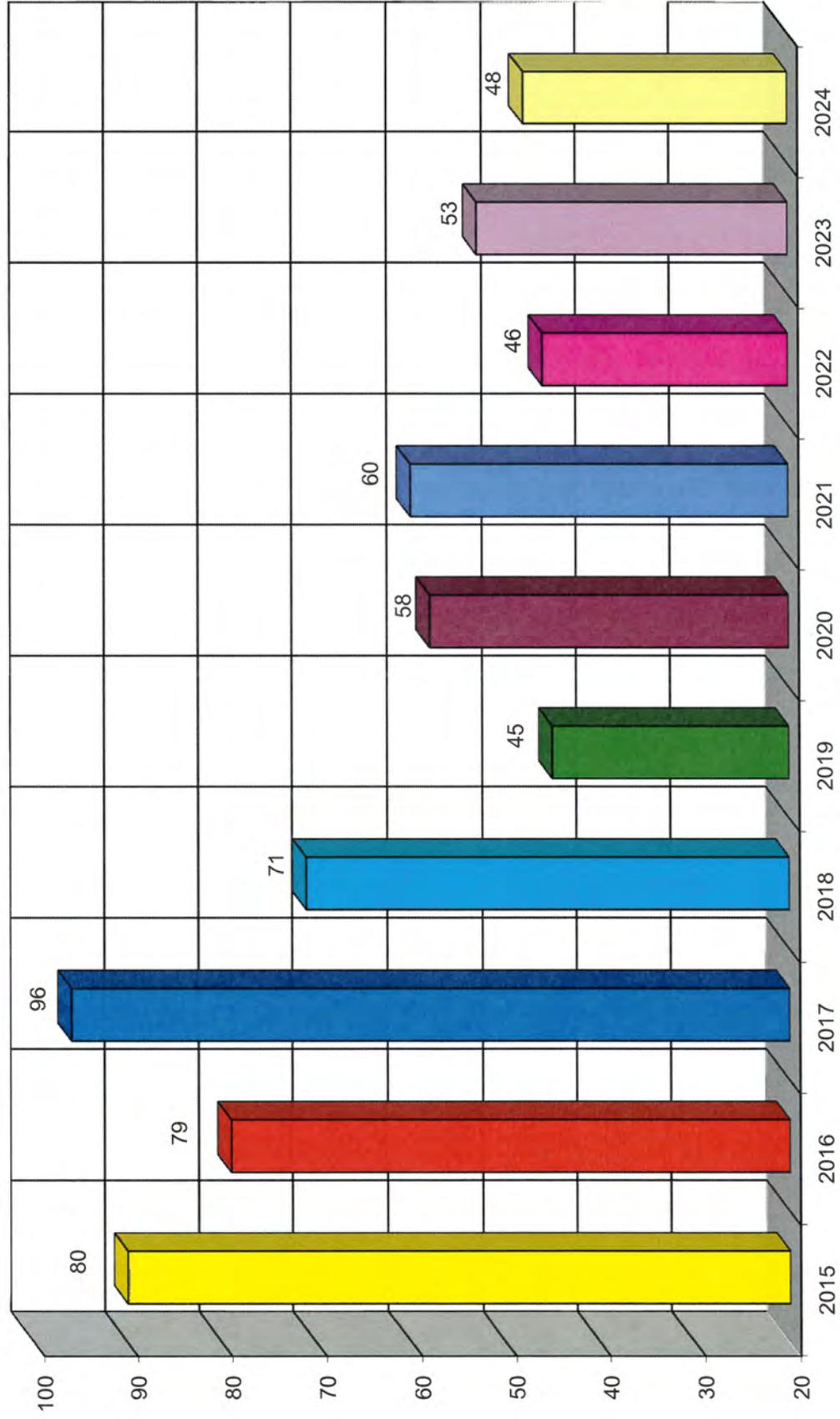
*D Permit value in this section range from \$200 to \$250,000

*E -- Lean-to addition at Timberlyne; Addition to Sears Flooring; Addition to Otte Construction shop

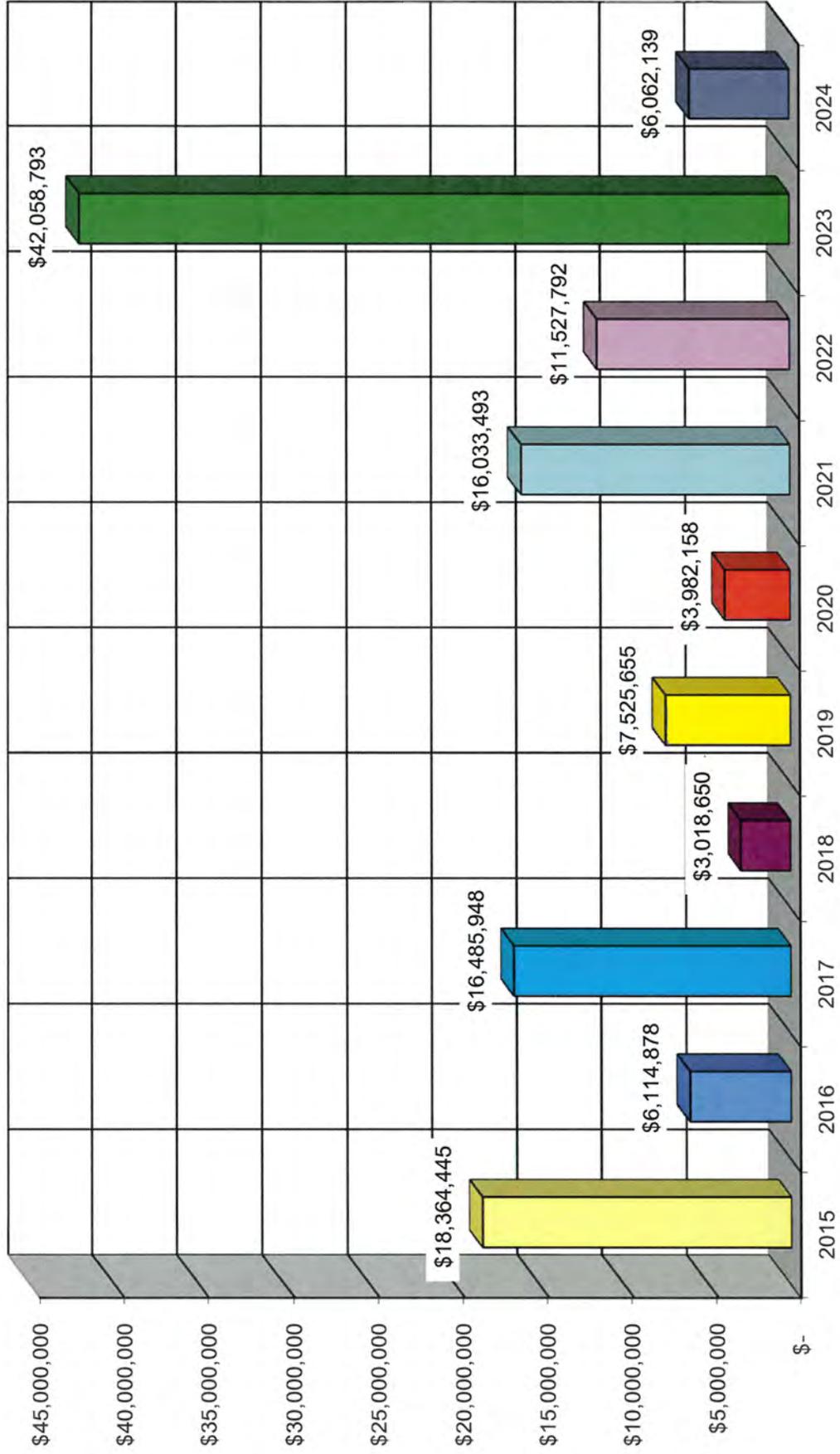
*F -- Residential 8x12 greenhouse; storage shed; new pole sign at fire hall (fee waived)

*G -- Includes all garages, unattached, attached and additions thereto

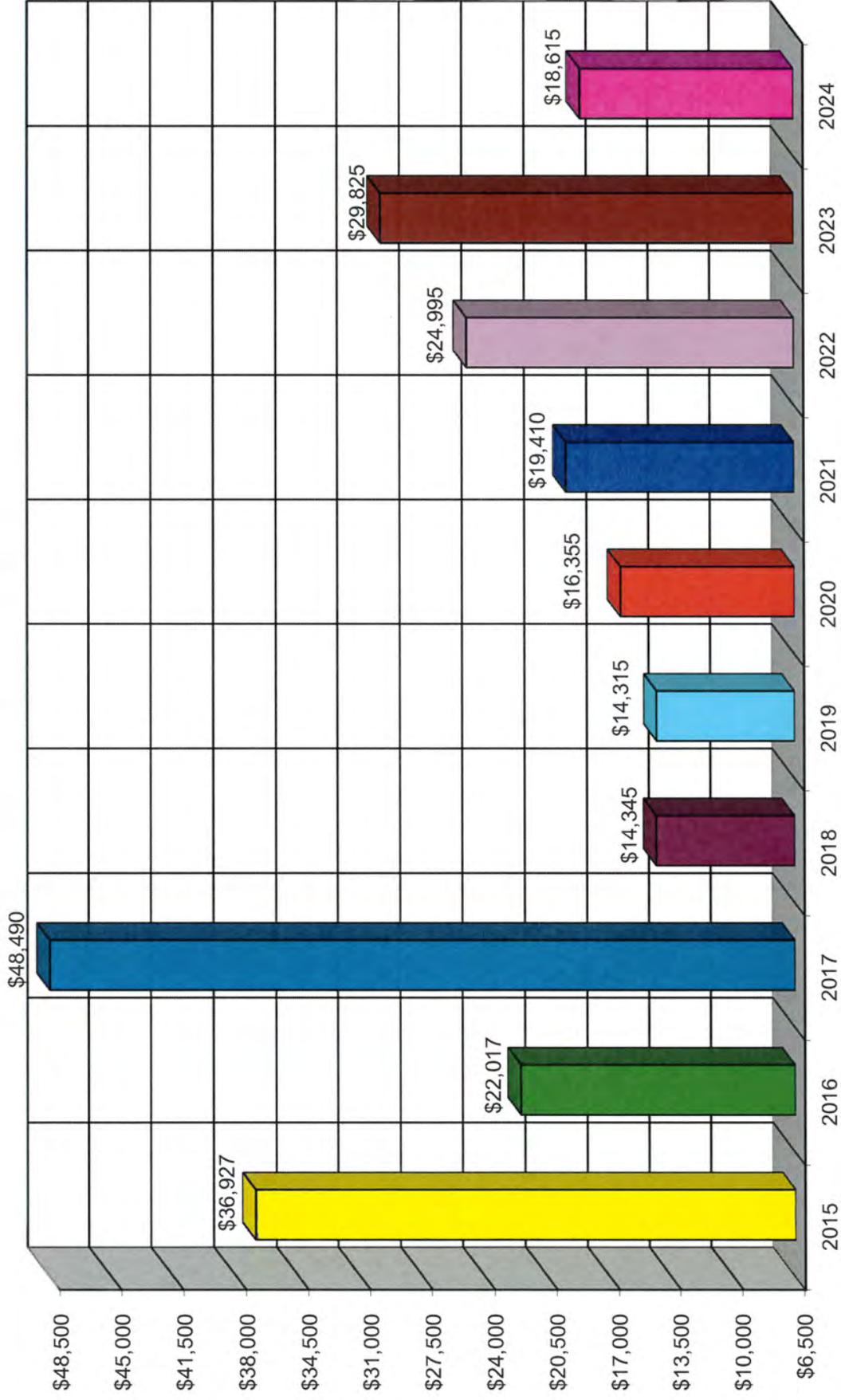
Building Permits Issued (2015-2024)



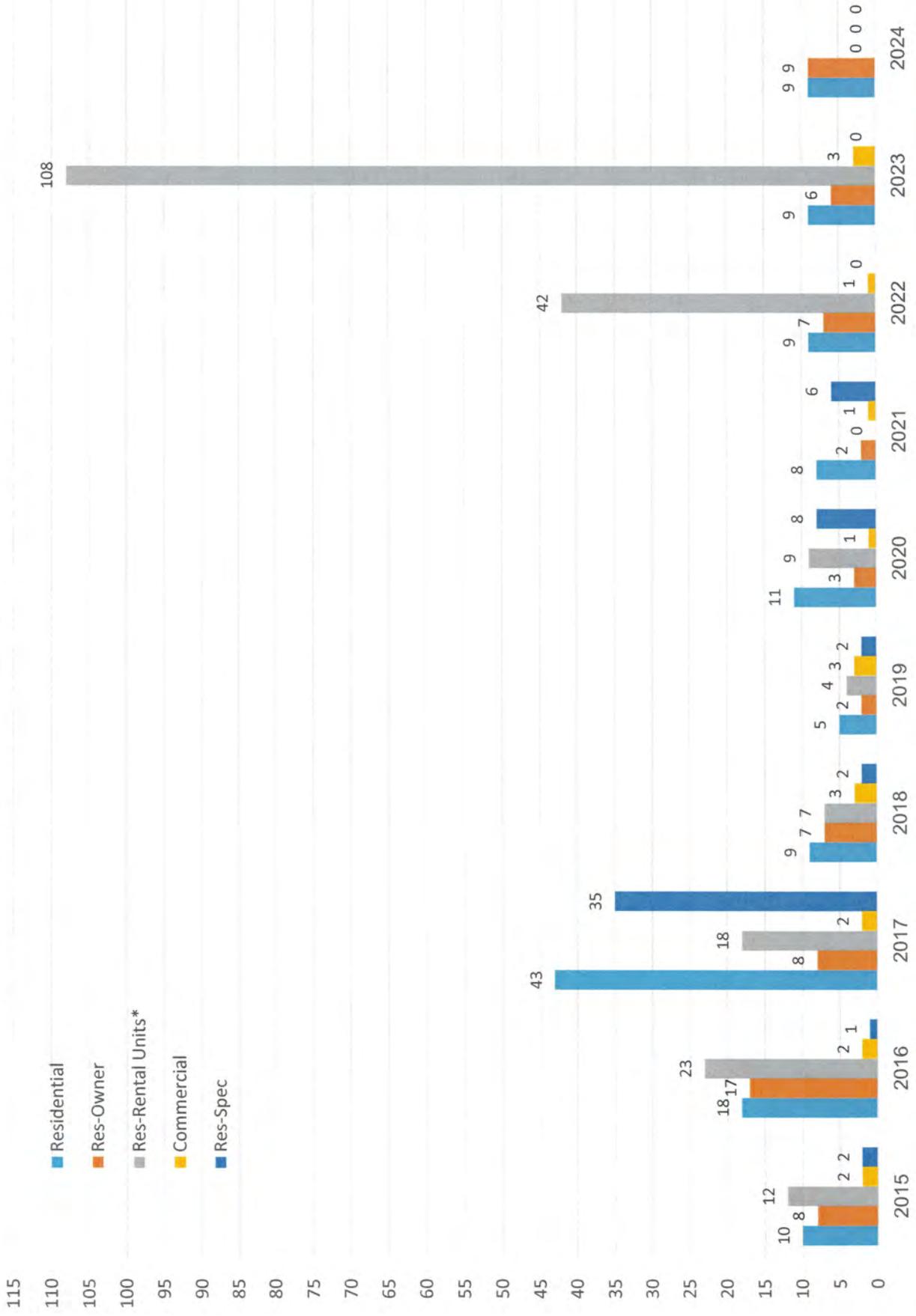
Building Permit Valuation (2015-2024)



Building Fee Comparison (2015-2024)



New Residential & New Commercial 2015 to 2024



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November 15, 2024

City of Wayne
Betty A. McGuire
City Clerk
PO Box 8
306 Pearl Street
Wayne, NE 68787-0008

Dear Betty,

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2025, and runs thru December 31, 2025. The rates for 2025 will remain the same as 2024. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 15, 2024** for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2026 – 2029.

| | 2025 | 2026 | 2027 | 2028 | 2029 |
|---------------------|-------------|-------------|-------------|-------------|-------------|
| System Preservation | \$ 2,030.00 | \$ 2,090.00 | \$ 2,160.00 | \$ 2,220.00 | \$ 2,290.00 |

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2024, thru December 31, 2024.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2025**.

Sincerely,

Heidi Brenneman
Administrative Assistant
Enclosures

NEBRASKA

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DEPARTMENT OF TRANSPORTATION
MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links

Attachment "A"

(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
Neb. Rev. Stat. § 39-2105

| <u>Maintenance Operation</u> <i>Neb. Rev. Stat. § 39-1339</i> | <i>Metropolitan Cities (Omaha)</i> | <i>Primary Cities (Lincoln)</i> | <i>1st Class Cities</i> | <i>2nd Class Cities & Villages</i> |
|--|--|---|-----------------------------|--|
| Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality. | Department | Department | Department | Department |
| Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes. | City | City | City | City |
| Surface maintenance on parking lanes. | City | City | City | Department |
| Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls) | City | City | City | City or Village |
| Mowing of the right-of-way, right-of-way maintenance and snow removal. | City | City | City | City or Village |
| Bridges from abutment to abutment, except appurtenances. | Department | Department | Department | Department |

Maintenance Responsibility
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

| <u>Maintenance Operation</u> <i>Neb. Rev. Stat. § 39-1339</i> | <i>Metropolitan Cities (Omaha)</i> | <i>Primary Cities (Lincoln)</i> | <i>1st Class Cities > 40,000</i> | <i>1st Class Cities < 40,000</i> | <i>2nd Class Cities</i> |
|--|--|---|---|---|-----------------------------|
| Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways | City | City | City | Department | Department |
| Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc. | City | City | City | City | City |
| Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement. | | | | | |
| Procurement, installation and maintenance of guide and route marker signs | City | City | City | Department | Department |
| Procurement, installation and maintenance of regulatory and warning signs. | City | City | City | Department | Department |

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne

Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.35 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

2.85 lane miles x \$2,030.00 per lane mile = \$5,785.50.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
 DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
 OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
 and NEB. REV. STAT. 39-2101

| DESCRIPTION | HWY. NO. | REF. POST | | LENGTH IN MILES | NUMBER DRIVING LANES | LANE MILES TOTAL | RESPONSIBILITY | |
|--|-------------|-----------|--------|-----------------------|----------------------------|------------------------|----------------|------|
| | | FROM | TO | | | | STATE | CITY |
| S. City Limits to 3 Lane | 15 | 163.84 | 164.11 | 0.27 | 2 | 0.54 | 0.54 | 0.00 |
| 3 Lane to N-35 | 15 | 164.11 | 164.61 | 0.50 | 3 | 1.50 | 1.00 | 0.50 |
| N-35 to N. City Limits | 15 | 164.61 | 166.07 | 1.46 | 2 | 2.92 | 2.92 | 0.00 |
| Limits E of Centennial Rd. | 35 | 28.68 | 30.77 | 2.09 | 3 | 6.27 | 4.18 | 2.09 |
| City Limits at Industrial Drive to E. City Limits | 35 | 31.04 | 31.30 | 0.26 | 3 | 0.78 | 0.52 | 0.26 |
| | 35 | 31.30 | 31.68 | 0.38 | 2 | 0.76 | 0.76 | 0.00 |
| Total Lane Miles | | | | 4.96 | | 12.77 | 9.92 | 2.85 |

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 72
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby agree that Maintenance Agreement No. 72 described above be renewed for
the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 20_____.

ATTEST: City of Wayne

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. _____ QE _____ Supp _____
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kevin Domogalla, Department of Transportation, Norfolk, Nebraska.

ATTEST: _____ day of _____, 2025.

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

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RESOLUTION NO. 2024-76

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“ELECTRIC GENERATION PLANT ROOFING PROJECT.”**

WHEREAS, five bids were received on December 12, 2024, on the “Electric Generation Plant Roofing Project;” and

WHEREAS, the bids have been reviewed by City Staff; and

WHEREAS, City Staff are recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Electric Generation Plant Roofing Project,” as submitted by the following contractor:

| <u>Bidder</u> | <u>Amount</u> |
|---|---------------|
| McKinnis Roofing & Sheet Metal LLC PO Box 37 Blair NE 68008 | \$92,085.00 |

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

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

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

| | | | |
|---|--------------------------|-----------------------------|---------------------|
| CITY OF WAYNE | | | |
| Roofing Bids | | | |
| Bid Opening: December 12, 2024 - 2:00 p.m. | | | |
| | BIDDER NAME | Power Plant Roof Bid | CAC Roof Bid |
| | Mckinnis Roofing | \$92,085.00 | |
| | Guarantee Roofing | \$139,294.00 | \$176,717.00 |
| | White Castle | \$121,486.00 | \$178,864.00 |
| | Boone Brothers | \$128,700.00 | \$213,500.00 |
| | Stag Roofing | \$144,900.00 | \$246,400.00 |



McKinnis Roofing & Sheet
Metal, LLC

Phone: (402) 426-2644

Company Representative

Alexey Afanasiev

Phone: (402) 237-6655

alexey@mckinnisinc.com

12/12/2024

**30867 - City of Wayne - Power Plant City of Wayne-Power Plant
City of Wayne NE - Jeff Triggs**

208 South Main Street
Wayne, NE 68787
(402) 369-1098

Job: 30867 - City of Wayne - Power Plant City of
Wayne-Power Plant

Electrical Distribution Building

New RE-ballast 60mil EPDM Roof System-Total Roof Area 4,076 sq. ft.

- remove ballast and set to the side to be reinstalled after new membrane is installed
- Tear off and haul away all roofing membrane and insulation down to the decking
- Tear off and haul away wall membrane, terminations and penetrations
- Furnish & install 2 layers of 2.6 inch Poly ISO to get an R-30 installed by loose laying over the decking
- Furnish & install one layer of 60 mil EPDM installed over new insulation by loose laying and allowing to relax
- install existing ballast over membrane being sure to add new ballast to achieve required pounds per SF according to manufacture
- Furnish & install all wall flashings, terminations and penetrations needed for system
- furnish & install new wood blocking were needed for system
- Furnish & install new roof to roof expansion joint
- Penetrations to be flashed-in according to manufacturer's suggested warranted roof details.
- Furnish & install pre-finished 24ga. steel shop fabricated flashings. Color to be selected from manufacturer's standard color chart.
- 196 LF gravel stop
- 1 over flow scupper
- 66 LF counter flashing
- Includes a 2 year McKinnis workmanship warranty
- Roof comes with a 20- year manufacturer's warranty.

PRICING GOOD FOR 30 DAYS AFTER BID DATE

EXCLUSIONS:

- unforeseen conditions
- Snow removal
- Damage to roof caused by other trades
- Penetrations not listed above
- Metal flashings not called out above
- HVAC
- Electrical
- Interior protection

\$67,117.00

Electrical Distribution Garage

New Mechanically attached 60mil TPO Roof System-Total Roof Area 1,212 sq. ft.

- Tear off and haul away existing roof including foam roof, asphalt roof, wall membrane, terminations and penetrations (note gutter will be detached and reset after new roof system is installed)
- Furnish & install one layer of 2.6 inch POLY ISO installed by loose laying over decking
- Furnish & install one layer of 2.6 inch POLY ISO installed by mechanically attaching into decking with use of approved fasteners and plates
- Furnish & install one layer of 60 mil TPO installed by mechanically attaching membrane to decking at the laps and perimeter according to manufactures instructions
- Furnish & install all wall flashings, terminations and penetrations needed for system
- Furnish & install wood blocking where needed for system
- Penetrations to be flashed-in according to manufacturer's suggested warranted roof details.
- Furnish & install pre-finished 24ga. steel shop fabricated flashings. Color to be selected from manufacturer's standard color chart.
- 73 LF coping cap
- 73 LF counter flashing
- 48 LF gutter apron
- Re-install existing gutter
- Includes a 2 year McKinnis workmanship warranty
- Roof comes with a 20- year manufacturer's warranty.

PRICING GOOD FOR 30 DAYS AFTER BID DATE

EXCLUSIONS:

- unforeseen conditions
- Snow removal
- Damage to roof caused by other trades
- Penetrations not listed above
- Metal flashings not called out above
- HVAC
- Electrical
- Interior protection

\$24,968.00

TOTAL

\$92,085.00

Company Authorized Signature

Date

Customer Signature

Date

RESOLUTION NO. 2024-77

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“COMMUNITY ACTIVITY CENTER ROOFING PROJECT.”**

WHEREAS, four bids were received on December 12, 2024, on the “Community Activity Center Roofing Project;” and

WHEREAS, the bids have been reviewed by City Staff; and

WHEREAS, City Staff are recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Community Activity Center Roofing Project,” as submitted by the following contractor:

| <u>Bidder</u> | <u>Amount</u> |
|---|---------------|
| Guarantee Roofing & Sheet Metal 2405 S 13 th Street Norfolk NE 68701 | \$176,717.00 |

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

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

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk



12-10-2025

City Of Wayne
CAC
901 West 7th St.
Wayne, NE 68787

Per your request Guarantee Roofing and Sheet Metal NE has provided you with a bid to reroof your above location. See below scope of work.

CAC Facility

1. Gutters and down spouts to be reused.
2. Install new dimensional wood blocking around perimeter to match new roof heights.
3. Install class A polyiso insulation between metal panel flutes.
4. A 120 PSI HD cover board will be attached over iso board to deck structure.
5. A .060 white Elevate TPO Rhino Bond Roof System will be installed. Purlin Inseam.
6. We will attach to all purlins 5' on center. FM-1-90
7. All seams, pipes and curbs will be detailed out with Elevate Building Products.
8. New 24ga prefinished edge metals will complete the reroof.
9. A 20-year warranty will be provided by Elevate upon inspection.

Base Bid- (\$176,717) One Hundred Seventy-Six Thousand Seven Hundred Seventeen Dollars and Zero Cents. No Tax.

Sincerely,

Matt Fisher
Vice Pres.

**Guarantee Roofing & Sheet Metal
2405 S. 13th Street
Norfolk, NE 68701
Phone: (402) 379-2107 Fax: (402) 379-2108**

RESOLUTION NO. 2024-78

WHEREAS, the City of Wayne desires to amend Resolution No. 2023-87 a standard wage and salary schedule which was effective December 25, 2023;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the City of Wayne Wage & Salary Schedule shall be as follows:

CITY OF WAYNE
NON-EXEMPT WAGE AND EXEMPT SALARY SCHEDULES
Effective December 23, 2024

NON-EXEMPT WAGE SCHEDULE

| <u>JOB CLASSIFICATION</u> | <u>HOURLY RANGE</u> | | |
|--|----------------------------|--------------|------------------|
| Part-Time Employees | 13.50 | - | 18.14 |
| Senior Center Activities/Kitchen Aide | 13.50 | - | 18.14 |
| Library Aide | 13.50 | - | 18.14 |
| Lifeguards | 13.50 | - | 18.14 |
| Senior Center Operations Assistant | 13.50 | - | 18.14 |
| Recreation – Leisure Services Assistant | 13.50 | - | 18.14 |
| Assistant Pool Manager | 15.07 | - | 20.25 |
| Assistant Librarian I | 15.23 | - | 20.46 |
| Custodian | 15.52 | - | 20.85 |
| Transit Driver/Sr. Center Dispatch | 15.76 | - | 21.17 |
| Pool Manager | 16.97 | - | 22.81 |
| Park & Recreation Laborer | 18.43 | - | 24.77 |
| Administrative Assistant | 18.53 | - | 24.91 |
| Senior Center Cook | 18.61 | - | 25.00 |
| Librarian I – Youth Services | 19.01 | - | 25.55 |
| Librarian I – Public Relations/Adult Programming | 19.01 | - | 25.55 |
| Water/Sewer Operator I | 19.43 | - | 26.11 |
| Dispatcher | 19.57 | - | 26.30 |

| | | |
|--|------------------|------------------|
| Accounting Clerk II | 19.82 | 26.64 |
| Accountant/Assistant Treasurer | 19.82 | 26.64 |
| Street Maintenance Worker I | 20.11 | 27.03 |
| Dispatch Supervisor | 20.86 | 28.04 |
| Street Maintenance Worker II | 21.54 | 28.95 |
| Water/Wastewater Operator II | 21.99 | 29.55 |
| Accountant/Assistant Treasurer | 22.72 | 30.54 |
| Accounting Clerk II | 22.72 | 30.54 |
| Administrative Assistant | 22.72 | 30.54 |
| WAED Marketing & Tourism Coordinator | 21.85 | 29.37 |
| Apprentice Lineman | 23.86 | 32.06 |
| Street Maintenance Worker III | 24.15 | 32.45 |
| Water/Wastewater Operator III | 24.65 | 33.12 |
| Power Plant Mechanic/Operator I | 24.82 | 33.36 |
| Recreation Services Coordinator | 25.26 | 33.95 |
| Patrolman | 25.83 | 34.72 |
| Park Supervisor | 26.45 | 35.54 |
| Mechanic | 26.57 | 35.71 |
| City Inspector | 27.04 | 36.34 |
| WAED Asst. Director of Marketing & Tourism | 27.31 | 36.70 |
| WAED Asst. Director of Housing Development & Wayne Community Housing Development Corporation | 27.31 | 36.70 |
| WAED Asst. Director of Membership Services & Events | 27.31 | 36.70 |
| Street Supervisor | 27.64 | 37.15 |
| Water/Wastewater Foreman | 28.51 | 38.31 |
| Power Plant Mechanic/Operator II | 28.98 | 38.95 |

| | | | |
|-------------------------------|-------|---|-------|
| Police Sergeant | 29.21 | - | 39.26 |
| Lineman 2 nd Class | 29.38 | - | 39.48 |
| Technology Support Specialist | 29.50 | - | 39.65 |
| Lineman 1 st Class | 32.24 | - | 43.33 |
| Line Foreman | 35.18 | - | 47.28 |

EXEMPT SALARY SCHEDULE

JOB CLASSIFICATION

| | | | |
|--|-----------|---|-------|
| City Administrator | 64.20 | - | 71.05 |
| City Clerk | 36.50 | - | 47.63 |
| Electric Superintendent – Production | 39.92 | - | 50.04 |
| Electric Superintendent - Distribution | 38.70 | - | 50.26 |
| Finance Director | 37.59 | - | 49.04 |
| Library Director | 30.12 | - | 37.20 |
| Parks & Recreation Director | 34.37 | - | 43.69 |
| Police Chief | 40.99 | - | 52.22 |
| Sr. Citizens Center Coordinator | 23.25 | - | 34.07 |
| Street and Planning Director | 35.63 | - | 46.50 |
| Water/Wastewater Superintendent | 32.50 | - | 43.18 |
| Economic Development Director | 38.73 | - | 44.54 |
| Ex-Officio Treasurer for Airport | 500.00/mo | | |
| Third Party Administrator MRP | 400.00/mo | | |

BE IT FURTHER RESOLVED that upon satisfactory evaluation, the progression through the exempt salary schedule and the labor grade steps shall be at least twelve (12) months, unless otherwise deemed warranted and appropriate by the City Administrator.

BE IT FURTHER RESOLVED that employees receiving wage rates less than rates scheduled herein above shall have their wage rates adjusted only upon satisfactory evaluation.

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

THE CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk

CITY OF WAYNE 2025 WAGE SCALE

P A B C D E F G H I J

| | 0/6 mo | 6 mo/1 yr | 1 - 2 yr | 2 - 3 yr | 3 - 4 yr | 4 - 5 yr | 5 - 6 yr | 6 - 7 yr | 7 - 8 yr | 8 - 9 yr | 9 yr & beyond |
|--|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|---------------|
| Part-Time Employees | \$ 13.50 | \$ 13.91 | \$ 14.32 | \$ 14.75 | \$ 15.19 | \$ 15.65 | \$ 16.12 | \$ 16.60 | \$ 17.10 | \$ 17.61 | \$ 18.14 |
| Senior Center Activities/Kitchen Aide | \$ 13.50 | \$ 13.91 | \$ 14.32 | \$ 14.75 | \$ 15.19 | \$ 15.65 | \$ 16.12 | \$ 16.60 | \$ 17.10 | \$ 17.61 | \$ 18.14 |
| Library Aide | \$ 13.50 | \$ 13.91 | \$ 14.32 | \$ 14.75 | \$ 15.19 | \$ 15.65 | \$ 16.12 | \$ 16.60 | \$ 17.10 | \$ 17.61 | \$ 18.14 |
| Life Guards | \$ 13.50 | \$ 13.91 | \$ 14.32 | \$ 14.75 | \$ 15.19 | \$ 15.65 | \$ 16.12 | \$ 16.60 | \$ 17.10 | \$ 17.61 | \$ 18.14 |
| Senior Center Operations Asst. Recreation/Leisure Services | \$ 13.50 | \$ 13.91 | \$ 14.32 | \$ 14.75 | \$ 15.19 | \$ 15.65 | \$ 16.12 | \$ 16.60 | \$ 17.10 | \$ 17.61 | \$ 18.14 |
| Assistant | \$ 13.50 | \$ 13.91 | \$ 14.32 | \$ 14.75 | \$ 15.19 | \$ 15.65 | \$ 16.12 | \$ 16.60 | \$ 17.10 | \$ 17.61 | \$ 18.14 |
| Assistant Pool Manager | \$ 15.07 | \$ 15.52 | \$ 15.99 | \$ 16.47 | \$ 16.96 | \$ 17.47 | \$ 17.99 | \$ 18.53 | \$ 19.09 | \$ 19.66 | \$ 20.25 |
| Assistant Librarian 1 | \$ 15.23 | \$ 15.68 | \$ 16.15 | \$ 16.64 | \$ 17.14 | \$ 17.65 | \$ 18.18 | \$ 18.73 | \$ 19.29 | \$ 19.87 | \$ 20.46 |
| Custodian | \$ 15.52 | \$ 15.98 | \$ 16.46 | \$ 16.96 | \$ 17.46 | \$ 17.99 | \$ 18.53 | \$ 19.08 | \$ 19.66 | \$ 20.25 | \$ 20.85 |
| Transit Driver/Sr. Center Dispatch | \$ 15.76 | \$ 16.23 | \$ 16.72 | \$ 17.22 | \$ 17.73 | \$ 18.27 | \$ 18.81 | \$ 19.38 | \$ 19.96 | \$ 20.56 | \$ 21.17 |
| Pool Manager | \$ 16.97 | \$ 17.48 | \$ 18.01 | \$ 18.55 | \$ 19.10 | \$ 19.68 | \$ 20.27 | \$ 20.87 | \$ 21.50 | \$ 22.15 | \$ 22.81 |
| Park & Recreation Laborer | \$ 18.43 | \$ 18.98 | \$ 19.55 | \$ 20.14 | \$ 20.74 | \$ 21.36 | \$ 22.00 | \$ 22.67 | \$ 23.35 | \$ 24.05 | \$ 24.77 |
| Administrative Assistant | \$ 18.53 | \$ 19.09 | \$ 19.66 | \$ 20.25 | \$ 20.86 | \$ 21.48 | \$ 22.13 | \$ 22.79 | \$ 23.48 | \$ 24.18 | \$ 24.91 |
| Senior Center Cook | \$ 18.61 | \$ 19.16 | \$ 19.74 | \$ 20.33 | \$ 20.94 | \$ 21.57 | \$ 22.22 | \$ 22.88 | \$ 23.57 | \$ 24.28 | \$ 25.00 |
| Librarian 1 - Youth Services | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.77 | \$ 21.40 | \$ 22.04 | \$ 22.70 | \$ 23.38 | \$ 24.08 | \$ 24.81 | \$ 25.55 |
| Librarian 1 - Public Relations/Adult Programming | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.77 | \$ 21.40 | \$ 22.04 | \$ 22.70 | \$ 23.38 | \$ 24.08 | \$ 24.81 | \$ 25.55 |
| Water/Sewer Operator I | \$ 19.43 | \$ 20.01 | \$ 20.61 | \$ 21.23 | \$ 21.87 | \$ 22.52 | \$ 23.20 | \$ 23.89 | \$ 24.61 | \$ 25.35 | \$ 26.11 |
| Dispatcher | \$ 19.57 | \$ 20.16 | \$ 20.76 | \$ 21.39 | \$ 22.03 | \$ 22.69 | \$ 23.37 | \$ 24.07 | \$ 24.79 | \$ 25.54 | \$ 26.30 |
| Accounting Clerk II | \$ 19.82 | \$ 20.42 | \$ 21.03 | \$ 21.66 | \$ 22.31 | \$ 22.98 | \$ 23.67 | \$ 24.38 | \$ 25.11 | \$ 25.86 | \$ 26.64 |
| Accountant/Assistant Treasurer | \$ 19.82 | \$ 20.42 | \$ 21.03 | \$ 21.66 | \$ 22.31 | \$ 22.98 | \$ 23.67 | \$ 24.38 | \$ 25.11 | \$ 25.86 | \$ 26.64 |
| Street Maintenance Worker I | \$ 20.11 | \$ 20.72 | \$ 21.34 | \$ 21.98 | \$ 22.64 | \$ 23.32 | \$ 24.02 | \$ 24.74 | \$ 25.48 | \$ 26.24 | \$ 27.03 |
| Dispatch Supervisor | \$ 20.86 | \$ 21.49 | \$ 22.13 | \$ 22.80 | \$ 23.48 | \$ 24.19 | \$ 24.91 | \$ 25.66 | \$ 26.43 | \$ 27.22 | \$ 28.04 |
| Street Maintenance Worker II | \$ 21.54 | \$ 22.18 | \$ 22.85 | \$ 23.54 | \$ 24.24 | \$ 24.97 | \$ 25.72 | \$ 26.49 | \$ 27.28 | \$ 28.10 | \$ 28.95 |
| Water/Wastewater Operator II | \$ 21.99 | \$ 22.65 | \$ 23.32 | \$ 24.02 | \$ 24.74 | \$ 25.49 | \$ 26.25 | \$ 27.04 | \$ 27.85 | \$ 28.69 | \$ 29.55 |
| Accounting Clerk I | \$ 22.72 | \$ 23.41 | \$ 24.11 | \$ 24.83 | \$ 25.58 | \$ 26.34 | \$ 27.13 | \$ 27.95 | \$ 28.79 | \$ 29.65 | \$ 30.54 |
| Accountant/Assistant Treasurer | \$ 22.72 | \$ 23.41 | \$ 24.11 | \$ 24.83 | \$ 25.58 | \$ 26.34 | \$ 27.13 | \$ 27.95 | \$ 28.79 | \$ 29.65 | \$ 30.54 |
| Administrative Assistant | \$ 22.72 | \$ 23.41 | \$ 24.11 | \$ 24.83 | \$ 25.58 | \$ 26.34 | \$ 27.13 | \$ 27.95 | \$ 28.79 | \$ 29.65 | \$ 30.54 |
| WAED Marketing & Tourism Coordinator | \$ 22.72 | \$ 23.41 | \$ 24.11 | \$ 24.83 | \$ 25.58 | \$ 26.34 | \$ 27.13 | \$ 27.95 | \$ 28.79 | \$ 29.65 | \$ 30.54 |
| Apprentice Lineman | \$ 23.86 | \$ 24.57 | \$ 25.31 | \$ 26.07 | \$ 26.85 | \$ 27.66 | \$ 28.49 | \$ 29.34 | \$ 30.22 | \$ 31.13 | \$ 32.06 |
| Street Maintenance Worker III | \$ 24.15 | \$ 24.87 | \$ 25.62 | \$ 26.39 | \$ 27.18 | \$ 28.00 | \$ 28.83 | \$ 29.70 | \$ 30.59 | #VALUE! | |
| Water/Wastewater Operator III | \$ 24.65 | \$ 25.39 | \$ 26.15 | \$ 26.93 | \$ 27.74 | \$ 28.57 | \$ 29.43 | \$ 30.31 | \$ 31.22 | \$ 32.16 | \$ 33.12 |
| Power Plant Mechanic/Operator I | \$ 24.82 | \$ 25.57 | \$ 26.34 | \$ 27.13 | \$ 27.94 | \$ 28.78 | \$ 29.64 | \$ 30.53 | \$ 31.45 | \$ 32.39 | \$ 33.36 |
| Recreation Services Coordinator | \$ 25.26 | \$ 26.02 | \$ 26.80 | \$ 27.60 | \$ 28.43 | \$ 29.29 | \$ 30.16 | \$ 31.07 | \$ 32.00 | \$ 32.96 | \$ 33.95 |
| Patrolman | \$ 25.83 | \$ 26.61 | \$ 27.41 | \$ 28.23 | \$ 29.08 | \$ 29.95 | \$ 30.85 | \$ 31.77 | \$ 32.73 | \$ 33.71 | \$ 34.72 |
| Park Supervisor | \$ 26.45 | \$ 27.24 | \$ 28.06 | \$ 28.90 | \$ 29.77 | \$ 30.66 | \$ 31.58 | \$ 32.53 | \$ 33.50 | \$ 34.51 | \$ 35.54 |
| Mechanic | \$ 26.57 | \$ 27.37 | \$ 28.19 | \$ 29.04 | \$ 29.91 | \$ 30.80 | \$ 31.73 | \$ 32.68 | \$ 33.66 | \$ 34.67 | \$ 35.71 |
| City Inspector | \$ 27.04 | \$ 27.85 | \$ 28.69 | \$ 29.55 | \$ 30.43 | \$ 31.35 | \$ 32.29 | \$ 33.26 | \$ 34.25 | \$ 35.28 | \$ 36.34 |
| WAED Asst. Director of Marketing & Tourism | \$ 27.31 | \$ 28.13 | \$ 28.97 | \$ 29.84 | \$ 30.74 | \$ 31.66 | \$ 32.61 | \$ 33.59 | \$ 34.60 | \$ 35.63 | \$ 36.70 |

| | | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| WAED Asst. Director of Housing Development & Wayne Community Housing Development Corporation | \$ 27.31 | \$ 28.13 | \$ 28.97 | \$ 29.84 | \$ 30.74 | \$ 31.66 | \$ 32.61 | \$ 33.59 | \$ 34.60 | \$ 35.63 | \$ 36.70 |
| WAED Asst. Director of Membership & Chamber Services | \$ 27.31 | \$ 28.13 | \$ 28.97 | \$ 29.84 | \$ 30.74 | \$ 31.66 | \$ 32.61 | \$ 33.59 | \$ 34.60 | \$ 35.63 | \$ 36.70 |
| Street Supervisor | \$ 27.64 | \$ 28.47 | \$ 29.33 | \$ 30.21 | \$ 31.11 | \$ 32.05 | \$ 33.01 | \$ 34.00 | \$ 35.02 | \$ 36.07 | \$ 37.15 |
| Water/Wastewater Foreman | \$ 28.51 | \$ 29.36 | \$ 30.24 | \$ 31.15 | \$ 32.08 | \$ 33.05 | \$ 34.04 | \$ 35.06 | \$ 36.11 | \$ 37.19 | \$ 38.31 |
| Power Plant Mechanic/Operator II | \$ 28.98 | \$ 29.85 | \$ 30.75 | \$ 31.67 | \$ 32.62 | \$ 33.60 | \$ 34.61 | \$ 35.65 | \$ 36.72 | \$ 37.82 | \$ 38.95 |
| Police Sergeant | \$ 29.21 | \$ 30.09 | \$ 30.99 | \$ 31.92 | \$ 32.88 | \$ 33.87 | \$ 34.88 | \$ 35.93 | \$ 37.01 | \$ 38.12 | \$ 39.26 |
| Lineman 2nd Class | \$ 29.38 | \$ 30.26 | \$ 31.17 | \$ 32.10 | \$ 33.07 | \$ 34.06 | \$ 35.08 | \$ 36.13 | \$ 37.22 | \$ 38.33 | \$ 39.48 |
| Technology Support Specialist | \$ 29.50 | \$ 30.39 | \$ 31.30 | \$ 32.24 | \$ 33.21 | \$ 34.20 | \$ 35.23 | \$ 36.29 | \$ 37.38 | \$ 38.50 | \$ 39.65 |
| Lineman 1st Class | \$ 32.24 | \$ 33.21 | \$ 34.20 | \$ 35.23 | \$ 36.29 | \$ 37.37 | \$ 38.50 | \$ 39.65 | \$ 40.84 | \$ 42.07 | \$ 43.33 |
| Line Foreman | \$ 35.18 | \$ 36.24 | \$ 37.33 | \$ 38.45 | \$ 39.60 | \$ 40.79 | \$ 42.01 | \$ 43.27 | \$ 44.57 | \$ 45.91 | \$ 47.28 |

| Minimum | Maximum |
|----------|----------|
| \$ 64.20 | \$ 71.05 |
| \$ 36.50 | \$ 47.63 |
| \$ 39.92 | \$ 50.04 |
| \$ 38.70 | \$ 50.26 |
| \$ 37.59 | \$ 49.04 |
| \$ 30.12 | \$ 37.20 |
| \$ 34.37 | \$ 43.69 |
| \$ 40.99 | \$ 52.22 |
| \$ 23.25 | \$ 34.07 |
| \$ 35.63 | \$ 46.50 |
| \$ 32.50 | \$ 43.18 |
| \$ 38.73 | \$ 44.54 |

City Administrator
 City Clerk
 Electric Superintendent - Production
 Electric Superintendent - Distribution
 Finance Director
 Library Director
 Parks and Recreation Director
 Police Chief
 Senior Citizens Center Coordinator
 Street and Planning Director
 Water/Wastewater Superintendent
 Economic Development Director

RESOLUTION NO. 2024-79

A RESOLUTION APPROVING THE APPOINTMENT OF AMY K. MILLER AS CITY ATTORNEY FOR 2025 AND HER RETAINER AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, is desirous of appointing Amy K. Miller, Attorney, as the City Attorney for 2025; and

WHEREAS, the City of Wayne and Amy K. Miller have agreed to the terms on the proposed Retainer Agreement, a copy of which is attached hereto and incorporated herein by reference.

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

1. Amy K. Miller, Attorney, is appointed City Attorney for 2025;
2. The attached Retainer Agreement is hereby approved and adopted; and
3. The parties thereto are directed to execute said Retainer Agreement.

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

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

RETAINER AGREEMENT

This agreement is made this 17th day of December, 2024, by and between **The City of Wayne** (hereinafter referred to as the client), and **Amy K. Miller**, (hereinafter referred to as the attorney). In exchange of the mutual covenants contained herein, the parties hereto agree to the following:

1. **Legal representation**: The client hereby agrees to engage the attorney to represent the client in all matters in which the client may desire or require legal representation or in such other matters as the client may desire or require assistance from the attorneys. The attorneys agree to accept this representation subject to this retainer agreement and to perform all of the duties required hereunder. This agreement shall run for one year and may be renewable each year thereafter, subject to the terms and provisions of the Nebraska Code of Professional Responsibility.

2. **Services to be rendered**: Under the terms of this agreement, the attorneys shall perform all of the functions within the services described in paragraph one above in consideration of a monthly retainer payment in the amount of **\$6,250**. In exchange for the monthly retainer payment, the attorney shall provide the following services at no additional charge:

- A. Write and issue letters;
- B. Answer any and all telephone or E-mail questions of the mayor, administrator, council, various boards and committees, and/or city employees;
- C. Research of Nebraska state law and applicable regulations that relate to the operation of the client;
- D. Attend city council meetings, CRA meetings, Planning Commission meetings, Problem Resolution Team meetings, and any other special meeting to which attorney's presence is requested;
- E. Review policies, codes, resolutions, and ordinances to be considered by the council;
- F. Prepare contracts and purchase agreements, and handle closings for the CRA as necessary;
- G. Prosecute city ordinance violations, including preparing Complaints and Petitions, reviewing reports, and appearing in court.

3. **Other legal services**: In addition to the matters covered by the retainer above, the client and attorney acknowledge that certain litigation or discovery matters may arise that require attorney to charge an hourly fee in addition to the monthly retainer agreement. In that event, attorney and client will meet in an attempt to reach an agreement for compensation on those matters. Attorney will not bill client for any services outside the retainer agreement without first consulting with client.

4. **Expense reimbursement:** The client shall reimburse the attorneys for most expenses including, but not limited to:

- A. Photocopy or postage expenses;
- B. Mileage at the maximum IRS rate at the time of travel;
- C. Court costs;
- D. Litigation expenses (ie: court reporters, experts, and witness fees);
- E. Service fees;
- F. Seminar travel, lodging, meals and registration costs.

5. **Conflicts:** The attorneys agree that they will not represent or provide legal services for any clients on any matters known to be in direct conflict with the interests of the client. If a conflict of interest arises between the client and any other party, the attorney may be required to withdraw as attorney for client pursuant to the Nebraska Code of Professional Responsibility and the client may seek legal counsel from any other attorney or law firm, at client's cost.

6. **Availability of Attorney:** Client and Attorney acknowledge there may be times when attorney is unable to attend a meeting due to illness, vacation, or other reason beyond attorney's control. In this instance, attorney will arrange for alternate counsel to be present in her absence, at attorney's cost.

7. **Termination:** The client may terminate this agreement for any reason it deems appropriate, subject to full payment of all fees and expenses hereunder. The client agrees and acknowledges that in the event of termination, the attorney shall not be responsible for or required to provide any services as of the date of termination. The attorney may terminate this agreement for any reason they deem appropriate without waiving rights to full payment of all fees and expenses due hereunder. Termination by either party shall not be effective until a letter stating that the agreement has been terminated is delivered to the other party.

8. **Modification:** Parties hereto agree that any of the terms and conditions hereunder may be modified at any time pursuant to negotiations between the parties and that in the event that an oral modification is reached, a memorandum, letter or other documentation of such modification, including authorized signatures from each party is attached to this agreement.

DATED this 17th day of December, 2024.

CITY OF WAYNE, A Municipal Corporation,

By _____
Cale Giese, Mayor

Amy K. Miller, Attorney at Law

RESOLUTION 2024-80

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A BOBCAT COMPACT EXCAVATOR AND RELATED EQUIPMENT AS PER THE BID PROPOSAL RECEIVED FROM SOOLAND BOBCAT, SIOUX CITY, IOWA (\$52,779.51) THROUGH THE SOURCEWELL COOPERATIVE PRICING PROGRAM.

WHEREAS, the Electric and Water/Wastewater Departments have prepared specifications for a new Bobcat Compact Excavator and related equipment; and

WHEREAS, said Departments solicited a proposal from Sooland Bobcat for the purchase of a new Bobcat Compact Excavator and related equipment through the Sourcewell Cooperative Pricing Program; and

WHEREAS, said Departments have reviewed the proposal and recommend that the excavator and related equipment, as submitted by the following vendor, is the lowest, responsible and best price received:

| <u>Name and Address</u> | <u>Amount of Base Bid</u> |
|---|---------------------------|
| Sooland Bobcat 3109 Highway 75 North Sioux City IA 51105-2218 | \$52,779.51 |

BE IT RESOLVED that the proposal, as above set forth, filed with the City Clerk for the purchase of a new excavator and related equipment be, and the same is hereby accepted.

BE IT FURTHER RESOLVED that documents by and between the City and the vendor necessary to order and procure said equipment be executed within fifteen (15) days of the notice of award.

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

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk



Quotation Number: **AM885798**
 Quote Sent Date: **Dec 02, 2024**
 Expiration Date: **Jan 01, 2025**
 Prepared By: **Andrew Muilenburg**
 Phone: +17123017189
 Email: andrew@soolandbobcat.com

Customer
CITY OF WAYNE
 PO BOX 8
 WAYNE, NE, 68787-0008
 Phone: +1 402 375 1300

Contact

Dealer
Sooland Bobcat, Sioux City, IA
 3109 HIGHWAY 75 NORTH
 SIOUX CITY, IA, 51105-2218

| Item Name | Item Number | Quantity | Price Each | Total |
|--|---------------|----------|--|------------------|
| E35 25HP R2-Series Bobcat Compact Excavator | M3409 | 1 | 36,360.90 | 36,360.90 |
| Standard Equipment: | | | | |
| 24.8 HP | | | Hydraulic Joystick Controls | |
| Tier 4 Diesel Engine | | | Keyed Ignition | |
| Auto-Idle | | | LED Work Lights | |
| Auto-Shift, Two-Speed Travel | | | Lift Eye | |
| Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Couplers | | | Rubber Tracks | |
| Canopy | | | Spark Arrestor Exhaust System | |
| Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat | | | Standard Arm | |
| Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 | | | Standard Instrument Panel | |
| Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 | | | Vandalism Protection | |
| Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998 | | | X-Change Attachment Mounting System | |
| Control Console Locks | | | Telematics with 2-year Machine IQ Basics Subscription +90-Day Machine IQ Health & Security Trial | |
| Control Pattern Selector Valve (ISO/STD) | | | Warranty: 2 years, or 2000 hours whichever occurs first | |
| Dozer Blade with Float | | | Zero Tail Swing | |
| Engine/Hydraulic Monitor with Shutdown | | | | |
| Fingertip Auxiliary Hydraulic Control | | | | |
| Fingertip Boom Swing Control | | | | |
| Horn | | | | |
| Hydraulic Clamp - Standard Arm - Class III w/ Diverter Valve | M3409-R08-C31 | 1 | 3,116.84 | 3,116.84 |
| Hydraulic Angle Blade | M3409-R12-C02 | 1 | 2,176.83 | 2,176.83 |
| Hydraulic X-Change - Standard Arm | M3409-R06-C03 | 1 | 1,646.86 | 1,646.86 |
| Cab Package | M3409-P11-C05 | 1 | 4,991.50 | 4,991.50 |
| <i>Included:</i> Cab Package:, Enclosed Cab with HVAC, Standard Instrument Panel, Keyed Ignition, Cloth Suspension Seat, Travel Motion Alarm | | | | |
| 12" MX3 XCHG TEETH | 7323833 | 1 | 1,008.52 | 1,008.52 |
| 24" MX3 XCHG TEETH | 7323530 | 1 | 1,224.36 | 1,224.36 |
| Radio Kit - Cab Only | 6988434 | 1 | 226.31 | 226.31 |
| Total for E35 25HP R2-Series Bobcat Compact Excavator | | | | 50,752.12 |

| | | | | |
|-----------------------------------|---------|---|-------|------------------|
| Antenna and Speaker Kit | 7228595 | 1 | 41.39 | 41.39 |
| Total for Antenna and Speaker Kit | | | | 41.39 |
| Quote Total - USD | | | | 50,793.51 |
| Dealer P.D.I. | | | | 200.00 |
| Freight Charges | | | | 1,275.00 |
| Destination Charges | | | | 199.00 |
| Dealer Assembly Charges | | | | 312.00 |
| Sales total before Taxes | | | | 52,779.51 |
| Taxes | | | | 0.00 |
| Quote Total - USD | | | | 52,779.51 |

Customer acceptance:

Quotation Number:: AM885798

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y / N

ORDINANCE NO. 2024-13

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII, SNOW EMERGENCY, SECTION 78-284 DECLARATIONS OF DIRECTOR.

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

Section 1. That Title VII, Snow Emergency, Section 78-284 Declarations of Director, of the Wayne Municipal Code of Wayne, Nebraska, shall be amended to read as follows:

Sec. 78-284. DECLARATIONS OF DIRECTOR

The City Administrator or designate shall cause each declaration by him or her pursuant to this subchapter to be publicly announced by means of **radio or television** broadcast ~~or telecast~~, from stations with a normal operating range covering the city ~~or by cable television~~; and he or she may cause such declaration to be further announced ~~in the newspapers of general circulation~~ **via relevant internet sites** when feasible. Each announcement shall describe the action taken by the City Administrator or designate, including the time it became or will become effective, and shall specify the streets or areas affected. A parking prohibition declared by the City Administrator or designate shall not go into effect until at least three hours after it has been announced, ~~at least five times, between 6:00 a.m. and 10:00 p.m.~~, in accordance with this section.

Section 2. All ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. This ordinance shall be in full force and effect after the passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 17th day of December, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk