

Amended: 3/17/2025

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
March 18, 2025**

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

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the 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 – March 4, 2025](#)
4. [Approval of Claims](#)
5. Report of Senior Center — Diane Bertrand, Senior Center Coordinator
6. [Action on the submission of the Wayne Senior Center’s Fiscal Year 2025 detailed plan of operation and budget to the Northeast Nebraska Area Agency on Aging; acceptance of new fiscal year Service Awards that have been awarded by the Area Agency; and approval of any revisions made during the fiscal year to the Service Awards](#)

**Background:** This action is required to apply for and receive about \$40,000-70,000 per year in State subsidies for our Senior Center meals and meals on wheels.

7. [Resolution 2025-12: Authorizing City Administrator to apply for Nebraska Public Transportation Act Funds for the operation of the Wayne Public Transportation System](#)

**Background:** This action is required to apply for and receive about \$50,000 per year in State subsidies for our public transportation system.

8. [Resolution 2025-13: Supporting the Application for Nebraska Public Transportation Act Funds and approving the local fund match in the amount of \\$71,158](#)

**Background:** The numbers in this Resolution represent a 2-year grant funding period.

9. Public Hearing: [Redevelopment Plan for the “Quad County Property Management, LLC, Project” \(Advertised Time: 5:30 p.m.\)](#)

**Background:** This Redevelopment Plan sets forth a redevelopment project consisting of a 30 unit (15 duplex structures) housing development and construction of two industrial storage

buildings (one with 5,000 square feet and one with 8,000 square feet). The site of the Redevelopment Project is owned by Quad County Property Management, LLC.

Development of the Redevelopment Area requires approximately 5,000 cubic yards of fill to lift a portion of the site from the 100 year flood zone. Current market rental rates are insufficient to allow for recovery of development costs, maintenance and operational costs without the assistance provided by tax increment financing. It is not reasonably anticipated that the area would be developed without public action.

The Redevelopment Project consists of two development activities all being a part of the overall Project. The first is the construction of the 2 industrial buildings described above. The second is construction of 15 duplex units creating 30 residences. This Plan intends that the construction of infrastructure and one commercial building will begin in 2025. The second commercial building will follow with completion in 2026. Thereafter, the Redeveloper intends to build 3 duplex units each year for the following 5 years.

In order to offset the cost of site acquisition, engineering and infrastructure construction, the Redeveloper requests a tax increment financing grant in the amount of \$1,040,000 from the Wayne Community Redevelopment Authority pursuant to the Nebraska Community Development Law.

The Redeveloper will be required to purchase a Tax Increment Revenue Bond from the Authority in the principal amount of \$1,040,000. The Redeveloper will be required to obtain a bank loan in order to purchase the TIF Bond. The Redeveloper will use the TIF Bond proceeds to pay for the TIF-eligible costs. The TIF Bond will be a limited obligation of the Authority, solely repayable from the incremental (increased) ad valorem real property taxes from the commercial and residential development.

10. [Resolution 2025-14: Approving the Redevelopment Plan for the Quad County Property Management, LLC, Project](#)

11. [Public Hearing: To consider the Planning Commission's recommendation regarding request to rezone property from I-1 Light Industrial and Manufacturing to R-3 Residential, the property being legally described as follows:](#)

[A parcel of land located in part of Outlot 1, Roosevelt Park Addition to the City of Wayne, Wayne County, Nebraska, and part of the SW1/4 of Section 18, 26N, Range 4 East of the 6<sup>th</sup> P.M., Wayne County, Nebraska.](#)

[The applicant, Mitch Sawyer, wishes to rezone the area to allow for residential townhouse development. \(Advertised Time: 5:30 p.m.\)](#)

**Background:** The Planning Commission held a public hearing on March 3, 2025, on this rezoning request. After discussion, the Planning Commission voted to forward a recommendation of approval to the City Council approving the request to rezone the property from I-1 Light Industrial and Manufacturing to R-3 Residential, with the findings of fact being consistency with the current and future land use maps, the Comprehensive Plan and staff's recommendation.

12. [Ordinance 2025-6: Rezoning Property from I-1 Light Industrial and Manufacturing to R-3 Residential](#)
13. Public Hearing: Acquisition of PT Lot 4 and 1.5 feet of the vacated alley, Block 29, Original Wayne, Wayne County, Nebraska, from Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust, for \$196,000

**Background:** The following 4 agenda items go together. The City would buy the current Wayne Auto Parts property at Fairgrounds Avenue and Main Street. In turn, Wayne Auto Parts would be relocated to the old Final Touch property, to be purchased from the City. The City and Wayne Auto Parts business/property owners have been working on this transition/business expansion for 3 to 4 years.

14. [Resolution 2025-15: Approving the acquisition of PT Lot 4 and 1.5 feet of the vacated alley, Block 29, Original Wayne, Wayne County, Nebraska, from Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust, for \\$196,000](#)
15. [Resolution 2025-16: Approving the sale of a parcel of real estate in the City of Wayne, Wayne County, Nebraska, to Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust - \\$345,000](#)
16. [Ordinance 2025-7: Directing the sale of a parcel of real estate in the City of Wayne, Wayne County, Nebraska, to Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust - \\$345,000](#)
17. [Resolution 2025-17: Approving the plans, specifications and estimate of cost for the “City of Wayne Well House and Municipal Well 2025-1 \(Well No. 12\) Project”](#)

**Background:** This is the next step for designing and bidding the new well project with JEO.

18. [Resolution 2025-18: Approving Letter Agreement with Olsson for “Prairie Park Phase 4 Project \(Design and Bidding Services\)”](#)

**Background:** The Stool To Cool Task Force will meet on Tuesday morning to again discuss its priorities for the next phase with the Prairie Park development. This action item would hire Olsson to design and bid out the next phase. The recommendation is to bid this phase into 3 separate sub-phases: storm sewer improvements draining the 4<sup>th</sup> Street area; concrete work, including a curbed roundabout, parking areas and approaches by the new Park and Rec building, and possible sidewalk connections; and, ball field grading and finishes (minus lighting). Timing for design and construction are different on each sub phase, as well as the type of contractor, so it is believed that the projects split this way could attract additional bidders.

19. [Resolution 2025-19: Approving Amended Professional Service/Consultant Agreement with JEO Consulting Group, Inc., for the “Wayne 7<sup>th</sup> Street Trail Project” \(CDBG 22-PW-008\)](#)
20. Action to select an agent for assistance with Southwest Power Pool Market Participant duties

**Background: The City, through its consultant Dave Peterson with JEO, has been evaluating companies to assist the City with Market Participant activities in the SPP for the last 4-5 months. The hope is that the Council has enough information and feels comfortable to make a decision on this agent. The following step would be to start negotiating a contract for this work. The City will need to hire someone who specializes in this work to draft/review said contract.**

21. [Appointments:](#)

- [Councilmember to Facilities Building Committee – Parker Bolte](#)

22. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
March 4, 2025**

The Wayne City Council met in regular session at City Hall on March 4, 2025, at 5:30 o'clock P.M.

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

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 Pro Tem Eischeid 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 Houser made a motion, which was seconded by Councilmember Bratcher, to approve the minutes of the meeting of February 18, 2025, and to waive the reading thereof. Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor Pro Tem declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ACES, SE, 1161.39; AMERITAS, SE, 192.12; AMERITAS, SE, 35.00; AMERITAS, SE, 124.99; AMERITAS, SE, 72.00; AMERITAS, SE, 3660.46; APPEARA, SE, 258.27; BOMGAARS, SU, 515.09; BSN SPORTS, SU, 810.00; CARHART LUMBER COMPANY, SU, 118.87; CHASE, SCOTT, RE,

500.00; CHEMQUEST, SU, 2895.00; CITY EMPLOYEE, RE, 4200.00; CITY EMPLOYEE, RE, 500.00; CITY OF WAYNE, PY, 137964.06; CITY OF WAYNE, RE, 313.06; CORE & MAIN, SU, 154.35; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEARBORN LIFE INSURANCE, SE, 82.56; DEMCO, SU, 1816.54; DGR & ASSOCIATES, SE, 30862.00; ED M. FELD EQUIPMENT, SU, 59.43; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 277.65; ELLIS HOME SERVICES, SE, 190.00; FLOOR MAINTENANCE, SU, 135.68; GALE/CENGAGE LEARNING, SU, 133.20; H.K. SCHOLZ COMPANY, SE, 1730.00; HAYDEN, HUNTER, SE, 60.00; HILAND DAIRY, SE, 122.54; ICMA, SE, 272.00; ICMA, SE, 170.50; ICMA, SE, 11510.72; ICMA, SE, 210.87; ICMA, SE, 612.21; ICMA, SE, 158.98; ICMA, SE, 369.23; ICMA, SE, 270.84; ICMA, SE, 144.28; ICMA, SE, 572.26; ICMA, SE, 1286.94; IRS, TX, 5342.90; IRS, TX, 14741.33; IRS, TX, 22845.36; JOHNSON HEALTH TECH RETAIL, SE, 1178.76; KOEHLMOOS, KLAY, SE, 60.00; MAIN STREET GARAGE, SE, 100.00; MARCO, SE, 177.89; MARCO, SE, 180.50; MILLER LAW, SE, 6343.75; MUTUAL OF OMAHA, SE, 390.60; NE DEPT OF REVENUE, TX, 6807.68; NE DEPT OF REVENUE-COMPLIANCE DIV, RE, 392.15; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 168.00; NERC, SE, 1274.44; NORFOLK HOUSING DEVELOPMENT CORP, FE, 30.00; NNEDD, SE, 3580.00; NORTHEAST POWER, SE, 30712.14; NORTHWEST ELECTRIC, SE, 1078.03; O'REILLY AUTOMOTIVE STORES, SU, 49.98; OVERDRIVE, SU, 2038.44; POSTMASTER, SU, 1213.78; QUADIENT FINANCE, SU, 1000.00; R.E.S.T. AG AND AUCTION, RE, 250.00; RODRIGUEZ, NANCY, SE, 65.00; SARGENT DRILLING, SU, 47463.16; SEARS AUTO SALES & TOWING, SE, 75.00; SOOLAND BOBCAT, SU, 1191.53; STATE NEBRASKA BANK-PETTY CASH, RE, 109.69; ULINE, SU, 200.39; UTILITY EQUIPMENT, SU, 7704.00; VERIZON, SE, 680.03; WAHLTEK, SU, 6760.00; WAYNE AMERICA, FE, 199.00; WAYNE COUNTRY CLUB, RE, 12687.70; WISNER WEST, SU, 94.03; APPEARA, SE, 119.43; ASPEN EQUIPMENT, SE, 2474.35; BAKER & TAYLOR BOOKS, SU, 1223.57; BAUER, SANDRA, RE, 150.00; BLUE CROSS BLUE SHIELD, SE, 56739.91; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 721.06; CITY EMPLOYEE, RE, 125.00; CITY OF WAYNE, RE, 160.58; COPY WRITE PUBLISHING, SE, 303.89; FASTWYRE, SE, 925.03; FIRST CONCORD GROUP, SE, 4428.62; FLOOR MAINTENANCE, SU, 744.23; GERHOLD CONCRETE, SU, 1170.00; GLOBAL PAYMENTS INTEGRATED, SE, 699.83; GROSSENBURG IMPLEMENT, SU, 44.52; HAYDEN, HUNTER, SE, 30.00; HOMETOWN LEASING, SE, 456.78; ICC, FE, 70.00; JEO CONSULTING GROUP, SE, 39587.20; KAY CONTRACTING, SE, 1945.00; KOEHLMOOS, KLAY, SE, 30.00; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 1877.00; LIFE LINE SCREENING, RE, 200.00; LUNDAHL, EARL, FE, 350.00; MERCHANT SERVICES, SE, 118.85; MERCHANT SERVICES, SE, 7824.78; MERCHANT SERVICES, SE, 1636.86; MUNICIPAL ENERGY AGENCY OF NE, FE, 750.00; NE STATE FIRE MARSHAL-ELEVATOR DIV, SE, 120.00; NEBRASKA GENERATOR SERVICE, SE, 988.01; NORTHEAST POWER, SE, 6820.00; ONE CALL CONCEPTS, SE, 27.02; OPTK NETWORKS, SE, 408.54; PAC N SAVE, SU, 1125.61; QUALITY FOOD CENTER, SU, 36.67; SKARSHAUG TESTING LAB, SE, 328.44; THE TRUSTY WRENCH, SE, 240.00; TNT SALES AND SERVICE, SU, 4830.00; TRI-STATE COMMUNICATIONS, SU, 682.55; WASTE CONNECTIONS, SE, 35.50; WESCO, SU, 844.87

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

Emily Hester, Wayne State College Head Women's Soccer Coach, and Mike Powicki, Director of Athletics at Wayne State College, were present requesting Council consideration to waiving the rental fee for the Auditorium for their Annual Trivia Night Fundraising Event to be held on Friday, April 5, 2025. The fee is \$300. Ms. Hester noted that the first year they held this event at the auditorium, they were

charged the non-profit rate of \$150. However, over the past two years, they have been charged the full rental fee of \$300. Every dollar they raise goes towards supporting the student athletes. Her team helps with the rec soccer program as well as with the annual recycling event.

After discussion, Councilmember Bolte made a motion, which was seconded by Councilmember Karsky, approving the request of Emily Hester, Wayne State College Head Women's Soccer Coach, and Mike Powicki, Director of Athletics at Wayne State College, to waive the rental fee for the Auditorium for their Annual Trivia Night Fundraising Event to be held on Friday, April 5, 2025, but still being required to pay the security deposit. Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor Pro Tem declared the motion carried.

Roger Protzman, JEO Consulting Group (via zoom), advised the Council that nine bids were received on February 20, 2025, for the "Wayne 7<sup>th</sup> Street Trail Project." The bids ranged from \$575,569.65 to \$855,509.65. JEO Consulting Group has reviewed the same and is recommending the project be awarded to the low bidder, Gehring Construction & Ready Mix Co., Inc., Columbus, NE for \$575,569.65. They are proposing to use local contractors for the storm sewer, grading, and electrical work. The engineer's estimate of cost on this project was \$880,000.

Beth Porter, Finance Director, advised the Council, that the City will still match the grant requirements even with the bid coming in lower than expected. With this grant, the contractor costs, as well as JEO costs are eligible for reimbursement, also. This project is budgeted with sales tax dollars.

Councilmember Houser introduced Resolution 2025-10, and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2025-10

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "WAYNE 7<sup>TH</sup> STREET TRAIL PROJECT" TO GEHRING CONSTRUCTION & READY MIX CO., INC. FOR \$575,569.65.

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

Bob Soukup, representing Carlson West Povondra Architects (via zoom), presented Application and Certificate of Payment No. 16 from Otte Construction Company, LLC, in the amount of \$123,536.00 for the "Wayne City Hall and Police Relocation Project." In addition, he updated Council on the project.

Councilmember Houser made a motion, which was seconded by Councilmember Bolte, approving Application and Certificate of Payment No. 16 in the amount of \$123,536.00 to Otte Construction Company, LLC, for the "Wayne City Hall and Police Relocation Project." Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor Pro Tem declared the motion carried.

Bob Soukup, representing Carlson West Povondra Architects (via zoom), then presented Application and Certificate of Payment No. 6 from Otte Construction Company, LLC, in the amount of \$135,699.00 for the "Wayne Parks & Rec Maintenance Building Project."

Councilmember Karsky made a motion, which was seconded by Councilmember Bratcher, approving Application and Certificate of Payment No. 6 in the amount of \$135,699.00 to Otte Construction Company, LLC, for the "Wayne Parks & Rec Maintenance Building Project." Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor Pro Tem declared the motion carried.

Matthew Smith, representing Olsson, presented Change Order No. 3 in the amount of \$186,926.45 to Cooney Fertilizer, Inc., for the "Wayne Prairie Park Phase I Grading Project." This is the final Change Order, and represents the items that were on taken off the previous change order (roundabout and delay).

After discussion, Councilmember Spieker made a motion, which was seconded by Councilmember Houser, approving Change Order No. 3 in the amount of \$186,926.45 to Cooney Fertilizer, Inc., for the "Wayne Prairie Park Phase I Grading Project." Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor Pro Tem declared the motion carried.

Matthew Smith, representing Olsson, presented Certificate of Payment No. 5 (Final) in the amount of \$186,926.45 to Cooney Fertilizer, Inc. for the "Wayne Prairie Park Phase I Grading Project."

Councilmember Spieker made a motion, which was seconded by Councilmember Houser, approving Certificate of Payment No. 5 (Final) in the amount of \$186,926.45 to Cooney Fertilizer, Inc., for the “Wayne Prairie Park Phase I Grading Project.” Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor Pro Tem declared the motion carried.

The following Resolution would accept the completion and work on the “Wayne Prairie Park Phase I Grading Project” with Cooney Fertilizer, Inc. There is a one-year warranty on the project.

Councilmember Karsky introduced Resolution 2025-11, and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2025-11

#### A RESOLUTION ACCEPTING COMPLETION OF THE “WAYNE PRAIRIE PARK PHASE I GRADING PROJECT” WITH COONEY FERTILIZER, INC.

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

Councilmember Webber made a motion, which was seconded by Councilmember Spieker, to enter into executive/closed session to protect the financial interests of the City to discuss the proposals submitted for the Southwest Power Pool Market Participant duties, and to allow City Administrator Blecke, City Clerk McGuire, City Attorney Miller, Clayton Dredge, Electric Distribution Superintendent, and Dave Peterson, Engineer with JEO Consulting Group, to be in attendance. Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, executive/closed session began at 6:09 p.m.

Mayor Pro Tem Eischeid again stated the matter to be discussed in executive/closed session pertains to the proposals submitted for the Southwest Power Pool Market Participant duties

Councilmember Spieker made a motion, which was seconded by Councilmember Bratcher, to resume open session. Mayor Pro Tem Eischeid stated the motion, and the result of roll call being all Yeas,

with the exception of Councilmember Brodersen who was absent, the Mayor Pro Tem declared the motion carried, and open session resumed at 6:45 p.m.

There being no further business to come before the meeting, Mayor Pro Tem Eischeid declared the meeting adjourned at 6:45 p.m.



**Council Approved 3/4/25**

<b>Cooney Fertilizer</b>	<b>Prairie Park Phase I Grading</b>	<b>186,926.45</b>
<b>Otte Construction</b>	<b>City Hall/Police Relocation</b>	<b>123,536.00</b>
<b>Otte Construction</b>	<b>Parks/Rec Maintenance Building</b>	<b>135,699.00</b>

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
ACE HARDWARE & HOME	STORAGE TOTES/BATTERIES/WALL CHARGER/PAINT BRUSH	543.85
ALERT 360	MONITORING	84.24
ALTEC INDUSTRIES, INC.	DIGGER DERRICK TRUCK	196,078.87
AMERITAS LIFE INSURANCE	AMERITAS ROTH	207.88
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,808.84
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	118.74
APPEARA	LINEN & MAT SERVICE	85.61
CASKEY, DACIA	FREEDOM PARK DEPOSIT REFUND	150.00
CEDAR KNOX PUBLIC POWER DISTRICT	FIND FAULT ON PRIMARY UNDERGROUND CABLE	869.00
CENTRAL PUMP & MOTOR, LLC	REBUILD PUMPS AT BOOSTER STATION	6,757.92
CINTAS	FIRST AID SUPPLIES	225.59
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,383.05
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,345.11
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	130.48
CITY OF WAYNE	PAYROLL	128,035.13
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	15,957.34
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	3,453.38
DUTTON-LAINSON COMPANY	MOUNTING BACK PLATES FOR WATER METERS	310.09
EAKES OFFICE PLUS	CAC COPY CHARGES	180.61
ELLIS HOME SERVICES	CAC TOILET REPAIR	1,131.50
FITZGERALD, VETTER, TEMPLE, BARTELL & HENDERSON	TAX FORECLOSURE SERVICES	1,137.50
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	535.46
GERHOLD CONCRETE CO INC.	WASHED ROCK	290.00
GROSSENBURG IMPLEMENT INC	MOWER BLADES/FILTERS/OIL	1,056.82
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	241.95
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	617.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	210.87
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	170.50
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	272.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	158.98
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	11,539.95
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,286.94
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	572.26
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	148.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	270.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	369.23
IRS	MEDICARE WITHHOLDING	4,983.94

IRS	MEDICARE WITHHOLDING	22.78
IRS	FICA WITHHOLDING	97.38
IRS	FEDERAL WITHHOLDING	40.84
IRS	FICA WITHHOLDING	21,310.92
IRS	FEDERAL WITHHOLDING	14,518.01
JOHN'S WELDING AND TOOL LLC	FLAT IRON	28.56
KTCH AM/FM RADIO	CAC ADS	170.00
LUTT OIL	GASOLINE/MOUNT TIRES ON FIRE TRUCKS	10,106.61
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	167.57
MUNICIPAL SUPPLY INC	COUPLING	4,462.51
NDEE-FISCAL SERVICES	REVIEW FEE-2025 NEW WELL (JEO Proj # 240725.00)	5,100.00
NE DEPT OF REVENUE	STATE WITHHOLDING	6,642.44
NE DEPT OF REVENUE	STATE WITHHOLDING	29.11
NE DEPT OF REVENUE-COMPLIANCE DIV	PAYROLL DEDUCTION	392.15
NEBRASKA JOURNAL LEADER	POOL/SUMMER CLUB ADS	259.08
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORT	8,250.24
NORFOLK DAILY NEWS	BRIDAL AD/STREET MAINTENANCE WORKER AD	320.70
NORTHEAST NE ECONOMIC DEV DIST	22-PW-008 APRI 24-JAN 25 SERVICES	992.50
NORTHWEST ELECTRIC LLC	HELICAL GEARMOTOR FOR CLARIFIER	1,532.36
ODEYS INC	CHALK LINE/MARKING PAINT/FIRST BASE/ANCHORS	1,806.20
OLSSON	PRAIRIE PARK PHASE I GRADING	186,926.45
OLSSON	PRAIRIE PARK PHASE I GRADING (VOID-WRONG VENDOR)	-186,926.45
ONE OFFICE SOLUTION	10 CASES OF PAPER	440.00
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY/STARTER/INTERIOR CLEANER	260.11
OTTE CONSTRUCTION COMPANY	REPLACE DAMAGED ALLEY DOOR	2,278.00
OVERHEAD DOOR	CITY HALL GARAGE DOOR REMOTES	540.00
PIP MARKETING, SIGNS & PRINT	25,000 UTILITY ENVELOPES	3,210.26
PLUNKETT'S PEST CONTROL	PEST CONTROL	50.54
QUALITY 1 GRAPHIC	EL DIST TRUCK DECALS	100.00
QUILL CORPORATION	OFFICE SUPPLIES	108.81
SEARS AUTO SALES & TOWING	TOWING	75.00
STAN HOUSTON EQUIPMENT CO	WET ASPHALT BLADE	575.00
STAPLES, INC	OFFICE SUPPLIES	232.54
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	68.48
SURBER, MCKENZIE	FREEDOM PARK DEPOSIT	150.00
US BANK	TECH SUPPLIES/DVD'S/BOOKS/LODGING/REGISTRATIONS/GAS	19,916.64
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,105.13
WAYNE AMERICA	2025 ANNUAL BANQUET TABLE	294.00
WAYNE AUTO PARTS	FILTERS/OIL/HEADLIGHT/TIRE CHAINS/RIVET KIT	871.66
WAYNE COUNTY CLERK	FILING FEES	50.00
WAYNE COUNTY TREASURER	FREIGHTLINER TRUCK REGISTRATION	13,729.97
WAYNE HERALD	CAC ADS	1,354.00
WAYNE HERALD	ADS AND NOTICES	2,887.92
WAYNE HERALD	SUBSCRIPTION RENEWAL	52.00
WAYNE HERALD	GREEN TEAM ADS	190.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	308.00
WESCO DISTRIBUTION INC	VINTAGE HILL/SAWYER ADDITION MATERIALS	22,544.74
WESTERN AREA POWER ADMIN	ELECTRICITY	25,327.30
WINSUPPLY NORFOLK NE CO	ACTUATOR	520.00
	<b>Grand Total:</b>	<b>1,007,478.61</b>

City of Wayne submits herewith the Service Component Plan of Operation for a component of the Northeast Nebraska Area Agency on Aging's Plan and hereby agrees to administer such Detailed Plan of Operation in accordance with the regulations, policies and procedures prescribed by the Administration of Community Living, the Nebraska Health & Human Services – State Unit on Aging, the Area Agency on Aging including, but not necessarily limited to the following conditions and contracts:

1. To ensure that all published material and news releases conspicuously acknowledge the Nebraska Health & Human Services – State Unit on Aging and the Area Agency on Aging's support of this project.
2. To report promptly and accurately to the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested to do so and to supply such data and information as may be requested.
3. To make the financial and program records of the project supported by this award or contract available to representatives of the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested to do
4. To ensure that the federal share of this III-B project year shall meet any amount less than **\$42,159.00** but in no case shall the federal share exceed **\$42,159.00** of the total project costs.
5. To ensure that the federal share of this III-C project year shall meet any amount less than **\$32,426.00** but in no case shall the federal share exceed **\$32,426.00** of the total project costs.
6. To ensure that the federal share of this III-E project year shall meet any amount less than **\$3,300.00** but in no case shall the federal share exceed **\$3,300.00** of the total project costs.
7. To have, and to furnish assurance thereof that it has in force, third party blanket liability coverage sufficient to protect it and the Area Agency on Aging in case of accident on the project premises.
8. To comply with Title VI of the Civil Rights Act of 1964, (P.L. 88-352), and the regulations issued pursuant thereto. An assurance of compliance with such regulations (Form AoA-441) is attached.
9. To maintain methods of personnel administration consistent with the State of Nebraska, where applicable and with a written EEO Affirmative Action Manual on file with the Nebraska HHS—State Unit on Aging.
10. To assure that all expenditures incurred by the sponsor will be in accordance with the cost policies of the Nebraska HHS – State Unit on Aging and the Department of Health, Education and Welfare as set forth in Federal Regulations Title 45, Part 74.
11. To operate in accordance with the Older Americans Act of 1965, as amended, and the regulations and instructions issued thereunder.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a known as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal program authorized to verify the work eligibility status of a newly hired employee.

It is understood and agreed by the undersigned that: 1) Funds granted as a result of this request are to be expected for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, procedures and instructions of the Area Agency on Aging, the State, the Nebraska HHS – State Unit on Aging and Administration of Community Living of the U.S. Department of Health & Human Services; 2) Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency on Aging and the State Agency, shall be deemed incorporated into and become a part of this agreement; 3) The attached Assurance of Compliance which the Department of Health & Human Services regulations issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) Funds awarded by the Area Agency on Aging and the Department may be terminated at any time for violations of any terms and requirements of this Agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

**RESOLUTION NO. 2025-12**

**A RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO APPLY FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS.**

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and for the Nebraska Public Transportation Assistance Program; and

WHEREAS, the City of Wayne desires to apply for said funds to provide public transportation in the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to apply for the above-mentioned funds and that said funds will be used for the City of Wayne's transportation operations in the FY 2025-2026 Application for Public Transportation Assistance.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2025-13**

**A RESOLUTION SUPPORTING THE APPLICATION FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS AND APPROVING LOCAL MATCH.**

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and for the Nebraska Public Transportation Assistance Program; and

WHEREAS, the City of Wayne is applying for said funds to provide public transportation in the City of Wayne; and

WHEREAS, the estimated cost of said program by source of funds is \$320,879 in Federal Funds, \$71,158 in State Funds and \$71,158 in local funds from the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City hereby supports the application for Nebraska Public Transportation Act Funds and agrees to provide the necessary \$71,158 in matching funds for said program.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 2025-14

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, APPROVING THE CITY OF WAYNE REDEVELOPMENT PLAN FOR THE QUAD COUNTY PROPERTY MANAGEMENT, LLC, REDEVELOPMENT PROJECT; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF WAYNE; AND APPROVAL OF RELATED ACTIONS.**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:**

**Recitals:**

a. The Mayor and Council of the City of Wayne, Nebraska (the "City"), upon the recommendation of the City Planning Commission (the "Planning Commission"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), has previously declared an area, including an area legally described on the attached Exhibit "A" (the "Redevelopment Area"), to be blighted and substandard and in need of redevelopment; and

b. The Community Redevelopment Authority of the City of Wayne (the "Authority") has received an application from Quad County Property Management, LLC, (the "Redeveloper") for a grant from tax increment financing to assist in development of:

**A 30 unit (15 duplex structures) housing development and construction of two industrial storage buildings (one with 5,000 square feet and one with 8,000 square feet) (collectively called the "Redevelopment Project").**

c. Pursuant to and in furtherance of the Act, the City of Wayne Redevelopment Plan for the Quad County Property Management, LLC, Redevelopment Project (the "**Redevelopment Plan**") has been prepared and submitted to the Authority by the Redeveloper, a copy of which is on file in the office of the Wayne City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Area; and

d. The Authority submitted the Redevelopment Plan to the Planning Commission for its recommendation on the Redevelopment Plan after holding a public hearing in compliance with the provisions of the Act; and

e. The Planning Commission has reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City; and

f. The Authority has conducted a cost benefit analysis, pursuant to Section 18-2113 of the Act, of the project set forth in the Redevelopment Plan (the "Redevelopment Project"), reviewed the Redevelopment Plan, and recommended approval of the Redevelopment Plan by the Mayor and Council of the City; and

g. The City, in compliance with all public notice requirements imposed by the Act, published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan and received public comment thereon; and

h. The City Council has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy in the process of development, including, among other things, adequate provisions for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

**RESOLVED THAT:**

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. Section 18-2102 of the Act establishes the legislative declarations and determinations for the Act. The Redevelopment Plan clearly demonstrates that the criteria declarations have been satisfied. The Redevelopment Area (the "Site") constitutes an economically and socially undesirable land use in its current state and requires substantial earth work to prepare the site for any useful purpose. Further, construction of said project is cost prohibitive and not otherwise financially feasible without assistance of tax increment financing.

The City Council further finds and documents that: the Redevelopment Project described in the Redevelopment Plan would not be economically feasible without the use of funds from tax-increment financing and would not occur in the Redevelopment Area without the use of funds from tax-increment financing; the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The Cost Benefit Analysis incorporated into the Redevelopment Plan and adopted by the Authority provides significant documentation of the benefit to the City. Documentation that the project is not financially feasible has been provided by the Redeveloper's lender, stating, in substance, that funds will not be provided for development without the provision of tax increment financing. The City Council acknowledges receipt of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan is approved in the form filed with the Wayne City Clerk.

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on real property in the City of Wayne, Nebraska, more fully described on Exhibit A, attached hereto, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in a Redevelopment Contract and a Redevelopment Contract Amendment entered into between the Redeveloper and the Authority. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, shall be paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

18-26-4 TL 95 PT NW1/4NE1/4SW1/4 Wayne Tracts 18-26-4  
Parcel ID: 0005125.00

**Exhibit B**  
**Redevelopment Plan**

[Attach copy of Plan]

**CITY OF WAYNE  
REDEVELOPMENT PLAN FOR THE  
QUAD COUNTY PROPERTY MANAGEMENT, LLC, DEVELOPMENT**

I. INTRODUCTION.

This Redevelopment Plan for a blighted and substandard area of the City of Wayne, Nebraska ("Redevelopment Plan") is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Wayne, Nebraska ("City"). The City recognizes that blight is a threat to the continued stability and vitality of the City.

This Redevelopment Plan sets forth a redevelopment project consisting of a 30 unit (15 duplex structures) housing development and construction of two industrial storage buildings (one with 5,000 square feet and one with 8,000 square feet) (collectively, the "Redevelopment Project"). The site of the Redevelopment Project, is described on Exhibit "1" and incorporated herein, consists of one parcel (the "Redevelopment Area") owned by Quad County Property Management, LLC, (the "Redeveloper"). A diagram of the proposed development is shown on Exhibit "2".

Development of the Redevelopment Area requires approximately 5,000 cubic yards of fill to lift a portion of the site from the 100 year flood zone. Current market rental rates are insufficient to allow for recovery of development costs, maintenance and operational costs without the assistance provided by tax increment financing. It is not reasonably anticipated that the area would be developed without public action. To encourage private investment in the Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Redevelopment Project, which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Redevelopment Area.

The Redevelopment Project consists of two development activities all being a part of the overall Project. The first is the construction of the 2 industrial buildings described above. The second is construction of 15 duplex units creating 30 residences.

This Plan intends that that construction of infrastructure and one commercial building begin in 2025. The second commercial building will follow with completion in 2026. Thereafter the Redeveloper intends to build 3 duplex units each year for the following 5 years.

In order to offset the cost of site acquisition, engineering and infrastructure construction the Redeveloper requests a tax increment financing ("TIF") grant in in the amount of \$1,040,000 from the Wayne Community Redevelopment Authority pursuant to the Nebraska Community Development Law sections 18-2101 et. seq., as amended (the "Act"), as part of the development project.

Redeveloper will be required to purchase a Tax Increment Revenue Bond ("TIF Bond") from the Authority in the principal amount of \$1,040,000. Redeveloper will be required to obtain a bank loan in order to purchase the TIF Bond. Redeveloper will use the TIF Bond proceeds to pay for the TIF-eligible costs. The TIF Bond will be a limited obligation of the Authority, solely repayable from the incremental (increased) ad valorem real property taxes from the commercial and residential development.

The Project Site is owned by the Redeveloper. It is estimated that the County Assessor will assign a base value for that site of \$375,000 pursuant to section 18-2147 (a) of the Act. Real estate taxes that result from such assessment on the real property, prior to the division of taxes to pay the TIF Bond, will be paid to the normal taxing entities during the TIF Bond repayment period as prescribed by the Act. Upon the earlier of repayment of the TIF Bond or expiration of fifteen years after the effective date provided in the redevelopment contract, all increased taxes will be paid to the normal taxing entities.

## II. EXISTING CONDITIONS.

This section of the Redevelopment Plan examines the existing conditions within the Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

- A. Existing Land Use. The existing land use is shown on Exhibit "3".
- B. Existing Zoning. The Redevelopment Area is zoned I-1, Light Industrial.
- C. Existing Public Improvements. Fairgrounds Avenue abuts Redevelopment Area to the North.

D. Existing Building Conditions/Blighting Influences. A Blight Study encompassing the Redevelopment Area (the "Blight Study") was prepared pursuant to the Act. The evaluation and subsequent findings of the Blight Study were based upon the criteria outlined in the Act. The Blight Study determined that the study area (i.e., the Redevelopment Area) exhibited a number of deficiencies applicable to the consideration of a "substandard and blight" designation including the existence of conditions which endanger life or property by fire or other causes and dilapidation/deterioration. The City Council held a public hearing pursuant to the Act and declared the Redevelopment Area substandard and blighted pursuant to the Act. A substantial portion of the Redevelopment Area lies within a flood zone and requires fill to allow development.

## III. POST-REDEVELOPMENT CONDITIONS.

This section of the Redevelopment Plan examines the future conditions within the Redevelopment Area subsequent to completion of the Redevelopment Project. This section is divided into the following subsections:

- A. Proposed Land Use Plan

- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Cost-Benefit Analysis
- G. Proposed Cost and Financing
- H. Procedure for Changes in the Approved Redevelopment Plan
- I. Relocation Plan

A. Proposed Land Use Plan. A portion Redevelopment Area will transition to residential allowing construction of the 15 duplex units. The commercial buildings will fit within the current land use.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with the Act, this Redevelopment Plan has been designed to conform to the City's adopted Comprehensive Plan 2017-2027 (the "Comprehensive Plan"). The Comprehensive Plan notes that the City will need to develop 168 acres for residential development. Amendment of the current zone to provide for residential development will effectively amend the Comprehensive Plan to provide a portion of the needed residential development. The City Council finds and hereby documents that this Redevelopment Plan is feasible, entirely consistent and in conformity with the Comprehensive Plan as a whole and conforms to the legislative declarations and determinations set forth in the Act. The Redevelopment Area has had inadequate planning and remained undeveloped since it was annexed as part of the City.

C. Relationship to Local Objectives. This Redevelopment Plan was developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the Redevelopment Area. General goals, policies and actions relating to the community as a whole and for the Redevelopment Area are contained in the Comprehensive Plan. If implemented, this Redevelopment Plan will result in improvements to the City entirely in line with the standards of the Comprehensive Plan.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Redevelopment Area should generally achieve the following requirements and standards:

1. Population Density. There are currently no residential or commercial buildings located within the Redevelopment Area. Population density within the Redevelopment Area will increase by construction of 30 residential units. Current housing occupancy in the City is 2.17 persons per household. It is estimated that occupancy in the Redevelopment Area would therefore increase by 65 new residents.

2. Land Coverage and Building Density. There are currently no residential buildings within the Redevelopment Area. Exhibit 2 shows projected land coverage for the commercial and residential construction.

3. Building Heights and Massing. Building heights and massing will comply with the zoning , as amended.

E. Proposed Changes and Actions. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. This Redevelopment Plan will require a zoning ordinance change to allow for the residential construction.

2. Traffic Flow, Street Layout and Street Grades. Access to the Redevelopment Area will be from Fairgrounds Avenue. Additional street paving will be required as shown on Exhibit 2. Local traffic will increase significantly as new residents enter and exit the Redevelopment Area.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in Redevelopment Area construction of the following infrastructure is required: (1) extension of water mains from the city water main; (2) extension of a sanitary sewer main as needed; (3) paved roads; and (4) installation of storm sewer, all as shown on Exhibit "2". The Project Site will require extensive fill and compaction.

4. Site Preparation and Demolition. The Project Site will require grading and fill.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements will consist of 2 commercial buildings and 15 duplex residential buildings.

F. Cost-Benefit Analysis. A cost-benefit analysis for the Redevelopment Project is incorporated herein by this reference ("Cost-Benefit Analysis") and is shown on Exhibit "4". The Cost-Benefit Analysis complies with the requirements of the Act in analyzing the costs and benefits of the Redevelopment Project, including costs and benefits to the economy of the community and the demand for public and private services.

G. Proposed Costs and Financing; Statements. The Authority intends to negotiate a specific redevelopment contract with Redeveloper, outlining the proposed Redevelopment Project, and contributions from TIF which are necessary from the Authority. The redevelopment contract will include the Redevelopment Project description, specific funding arrangements, and specific covenants and responsibilities of the City, Authority and Redeveloper to implement the Redevelopment Project.

Estimated TIF-eligible Redevelopment Project costs are shown below:

Site Acquisition Reimbursement	\$ 375,000
Site Preparation & Fill	\$ 225,000

Engineering/ Planning	\$ 20,000
Utility Extension	\$ 158,000
Street Paving	\$ 284,000
City legal costs	\$ 22,000
<b>TOTAL</b>	<b>\$ 1,084,000</b>

The above figures are estimates and are subject to change. Final figures are subject to a specific site plan, design specifications, City approval and public regulations. A breakdown of all estimated sources and uses (including the TIF-eligible costs) is attached hereto and incorporated herein as Exhibit "5".

The Authority will not fund improvements that exceed the amount of funds available from TIF revenues for the Redevelopment Project. The Authority and Redeveloper estimate the amount of the available TIF revenues from the Redevelopment Project at approximately \$1,040,000, assuming the Redevelopment Project will generate a property valuation over time of approximately \$9,024,910.

The TIF revenues are to be allocated under the terms of Section 18-2147(1)(b) of the Act for those tax years set forth in the redevelopment contract. The real property ad valorem taxes on the taxable valuation of the Redevelopment Area for the year prior to redevelopment, as established by the assessor, will continue to be paid to the applicable taxing bodies in accordance with the terms of Section 18-2147 of the Act.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property on the lots within the Redevelopment Area shall be divided, for a period not to exceed 15 years after the effective date of the provision as determined pursuant to a redevelopment contract, or amendment thereof, between Redeveloper and the Authority, or in the resolution authorizing the TIF Bond. The Redeveloper requests that the division of taxes be phased annually in order to generate sufficient TIF Revenues.

Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the "redevelopment project valuation" (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the Authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable

real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Because the redevelopment plan proposes to use tax-increment financing funds as authorized in § 18-2147 of the Act, the Authority, finds as follows based upon the representations of Redeveloper:

a. the Redevelopment Project in the plan would not be economically feasible without the use of tax-increment financing as documented by correspondence from the Redeveloper's lender;

b. the Redevelopment Project would not occur in the Redevelopment Area without the use of tax-increment financing; and

c. the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and been found to be in the long term best interest of the community impacted by the Redevelopment Project.

H. Procedure for Changes in the Approved Redevelopment Plan. If the City or Redeveloper desires to substantially modify this Redevelopment Plan, it may do so after public hearing(s) on the proposed change in accordance with the Act.

I. Relocation Plan. No persons or businesses will require relocation as a result of this Redevelopment Plan or the Redevelopment Project.

J. Authority's Special Attorney's Fees. Redeveloper shall reimburse the Authority, or pay directly to the Authority's special counsel, the legal costs and fees incurred by the Authority in relation to the Redevelopment Project as follows: \$22,000.

Exhibit "1"  
Redevelopment Area

2024-00582

FILED  
WAYNE COUNTY, NE

2024 Jun 18 AM09:04

*Dubria Funn*

CLERK/ROD/ELECTION  
Electronically Recorded By TQ

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date: 06/18/24  
\$ 843.75 By TQ

Return to:  
Dodge County Title & Escrow Co. LLC.  
549 North Main Street  
Fremont, NE 68025

### WARRANTY DEED

Douglas D. Lage and Tess Lage, a married couple, Gregg L. Lage and Sharon Lage, husband and wife, and Kimberly A. Carnes and Roger L. Carnes, wife and husband, GRANTOR, in consideration of Two Dollars (\$2.00) and other good and valuable consideration received from GRANTEE, Quad County Property Management, LLC

~~XXXXXX~~ a Nebraska Limited Liability Company, conveys to GRANTEE, the following described real estate (as defined in Neb. Stat. 76-201) in Wayne County, Nebraska:

All of Outlot One, Roosevelt Park Addition to the City of Wayne, Wayne County Nebraska, A tract of land located in the Southwest Quarter of Section 18, Township 26 North Range 4, East of the 6" P.M, Wayne County, Nebraska, described as follows: Commencing at the Northeast Corner of Lot 1, Block 1, Roosevelt Park Addition to the City of Wayne, thence Northerly along the East line of said Lot 1 extended, : distance of 16 feet to a point; thence Easterly along the South line of Fairground: Avenue, a distance of 24 Feet to the point of beginning; thence continuing Easterly along the last described line a distance of 467.14 feet to a point; thence Southerly a deflection angle of 90°10'20" to the right, a distance of 726.57 feet, more or less, to the centerline of Logan Creek, thence Westerly along the centerline of Logan Creek to a point on the East line of Outlot 1; thence Northerly along the East line of said Outlot 1, Roosevelt Park Addition, a distance of 761.52 feet, more or less, to the point of beginning, subject to easements of record and land previously conveyed. EXCEPT the following described tracts of land deeded to the City of Wayne:

Tracts of land located in the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Twenty-Six (26) North, Range Four (4), East of the 6th P.M., Wayne County, Nebraska, more particularly described as follows: TRACT I: commencing at the Northeast corner of Lot One (1), Block One (1), Roosevelt Park Addition to the City of Wayne, Wayne County, Nebraska, said point being on the West line of Tax Lot 39 to the City of Wayne, Wayne County, Nebraska; thence South 00°02'26" East on an assumed bearing on the East line of said Roosevelt Park Addition and on the West line of said Tax Lot 39, 625.29 feet to the point of beginning; thence North 89°57'34" East and perpendicular to the West line of said Tax Lot, 24.00 feet to a point on the East line of said Tax Lot 39; thence South 00°02'26" East on the East line of said Tax Lot 39, 120.27 feet more or less, to the Centerline of Logan Creek; thence Southwesterly on the Centerline of said Creek 28.28 feet to a point on the Southerly extension of the point of beginning; thence North 00°02'26" West on the West line of said Tax Lot 39, 135.23 feet to the point of beginning; and TRACT II commencing at the Northeast corner of Lot One (1), Block One (1), Roosevelt Park Addition to the City of Wayne, Wayne County, Nebraska, said point being on the West line of Tax Lot 39 to the City of Wayne, Wayne County, Nebraska; thence South 00°02'26" East on an assumed bearing on the East line of said Roosevelt Park Addition and on the West line of said Tax Lot 39, 625.29 feet; thence North 89°57'34" East and perpendicular to the West line of said Tax Lot, 24.00 feet to the point of beginning, said point being on the East line of said Tax Lot 39 and on the West line of a tract surveyed by Clyde R. Flowers, Jr., R.L.S. #357, dated August 2nd, 1979; thence North 87°17'00" East, 466.61 feet to a point on the East line of said surveyed

tract; thence South 00°00'00" East on said East line, 107.00 feet more or less, to the Centerline of Logan Creek; thence Southwesterly on the Centerline of said Creek 467.34 feet to a point on the Southerly extension of the East line of said surveyed tract; thence North 00°02'26" West on the West line of said surveyed tract, 120.27 feet to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of records, and a pro-rated share of current real estate taxes and subsequent taxes and assessments;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed 6/12/24

Douglas D. Lage  
Douglas D. Lage

Tess Lage  
Tess Lage

Gregg L. Lage  
Gregg L. Lage

Sharon Lage  
Sharon Lage

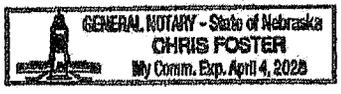
Kimberly A. Carnes  
Kimberly A. Carnes

Roger L. Carnes  
Roger L. Carnes

STATE OF Nebraska  
COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 12 day of June, 2024, by Kimberly A. Carnes and Roger L. Carnes, wife and husband.

CS Foster  
Signature of person taking acknowledgement  
Title or rank

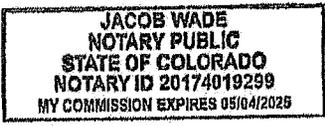


My Commission Expires: 4-4-25  
STATE OF Colorado  
COUNTY OF BROOMFIELD

File No. 24-228

The foregoing instrument was acknowledged before me this 12th day of JUNE, 2024 by Gregg L. Lage and Sharon Lage, husband and wife.

Jacob Wade  
Signature of person taking acknowledgement  
Title or rank NOTARY PUBLIC



MY COMMISSION EXPIRES  
5/4/25

My Commission Expires:  
STATE OF Nebraska  
COUNTY OF Stanton

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2024 by  
Douglas D. Lage and Tess Lage, husband and wife.

Peggy S. Brabec  
Signature of person taking acknowledgement  
Title or rank Notary Public

My Commission Expires:  
2.15.2026

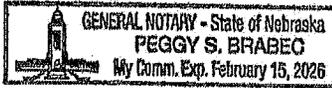
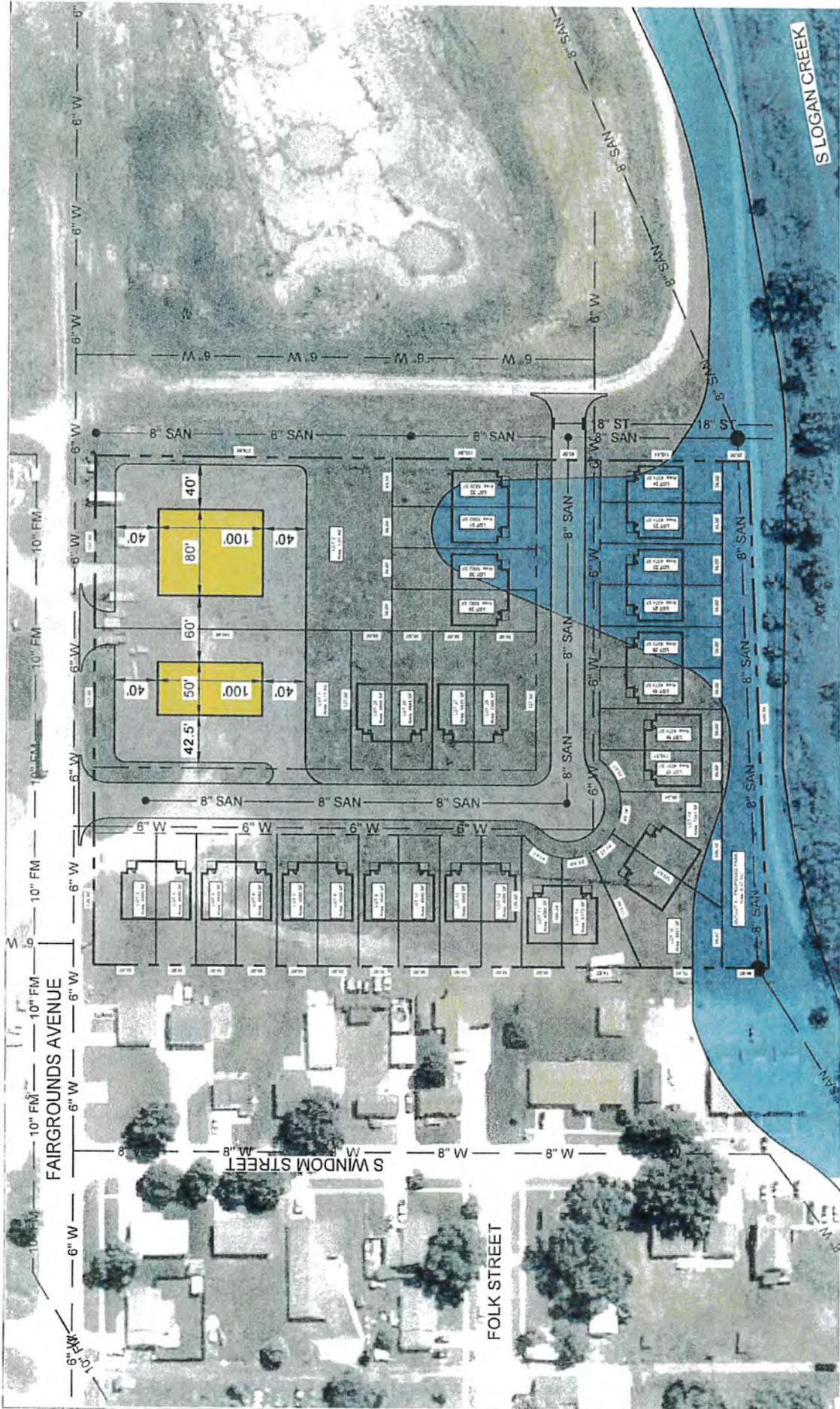


Exhibit "2"  
Conceptual Site Plan



**CONCEPT A**  
WAYNE, NEBRASKA

- PROPERTY LINE
- SETBACK LINE
- ▨ PROPOSED PAVEMENT
- ▨ PROPOSED BUILDING
- ▨ FLOODWAY
- ▨ FLOODPLAIN

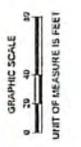
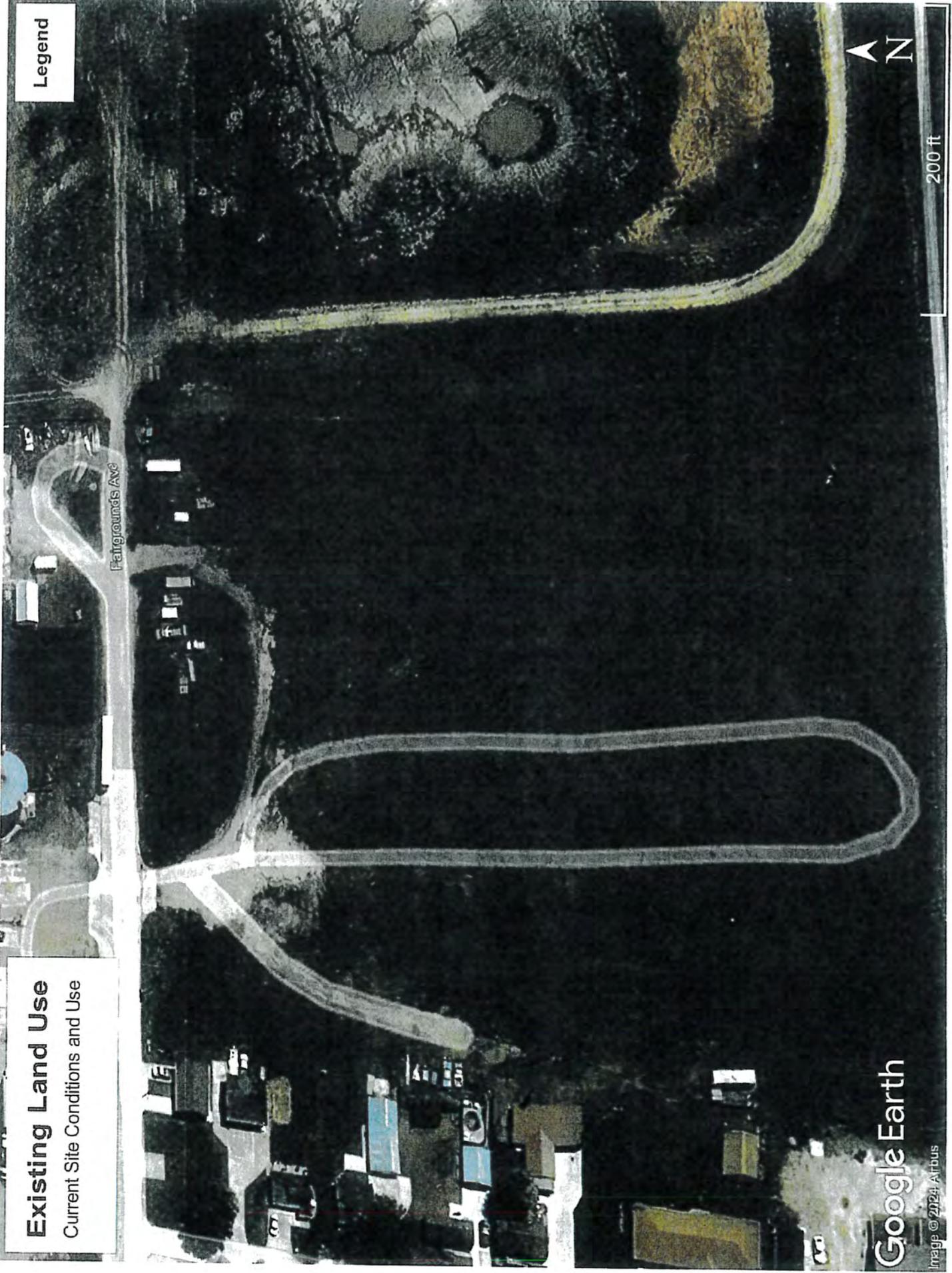


Exhibit "3"  
Existing Condition:

**Existing Land Use**  
Current Site Conditions and Use

**Legend**



Google Earth

Image © 2024 Airbus

200 ft



**Exhibit "4"**  
**Statutory Cost-Benefit Analysis**

As under section 18-2147 of the Act, the Authority has analyzed the costs and benefits of the proposed Redevelopment Project, including:

**Redevelopment Project Sources and Uses.** Approximately \$2,165,970 in property tax receipts from TIF provided by the Authority is required to complete the proposed redevelopment. (\$1,040,000 in principal and \$1,125,614 in interest) Such a TIF grant by the Authority will leverage an estimated \$7,984,000 in other investment and financing; an investment of \$3.68 for every dollar of tax increment financing.

**Use of Funds.** A full schedule of proposed sources and uses of funds is attached as Exhibit "5" to the Redevelopment Plan.

**Tax Shifts.** The property to be redeveloped is anticipated to have a January 1, 2025, valuation of approximately \$375,000. Based on the 2024 levy this would result in a real property tax of approximately \$5,840. It is anticipated that the assessed value will increase by a minimum of \$9,024,910 when the Redevelopment Project is completed. This will result in an overall tax of approximately \$145,000 annually based on the 2024 levy rate of 1.60% for property inside the city limits. Of this increased annual amount, approximately \$144,000 represents the estimated tax increment that could be used to pay the TIF Bond issue. The tax increment gained from the Redevelopment Project would not be available for use by the taxing entities as general tax revenues, but would be used to pay the TIF Bond issued to pay for eligible improvements to enable this Redevelopment Project to be realized. To the extent a Redevelopment Project phase has not reached full value at the time taxes are divided, the amount of the annual tax increment will be less.

Estimated 2025 assessed value:	\$ 375,000
Estimated assessed value on completion:	\$ 9,399,910
Increment value	\$ 9,024,910
Annual Increment	\$ 144,000
TIF Bond issue	\$ 1,040,000

**Public Infrastructure and Community Public Service Impacts.** The Redevelopment Project requires extensive investment in site preparation. Sewer and water main extension to the site is included as an eligible TIF expense. Fire and police protection are considered adequate and no additional personnel or equipment is contemplated.

**Employment Within the Project Area.** Employment within the Project Area is expected to increase during infrastructure installation and apartment construction. These jobs will be temporary.

**Employment in the City Outside the Project Area.** The construction of 30 dwelling units over the build-out period will provide incremental local sales to support construction workers during that time. This will result in modest upward pressure for jobs in the service and retail sector. The latest census data shows that the City's population per household is 2.17 persons. At this rate, the population could expand by 65 persons as a result of the full implementation of the project.

**Local Tax Impacts.** This Project will require substantial purchases of materials during the apartment construction. Assuming that actual construction cost is \$9,024,910, approximately 40 percent of the cost will be allocated toward materials. Construction materials delivered to the construction site in the City is subject to local sales tax of 1.5%. At 40 percent for materials, local tax could be as high as \$54,000 to the general fund of the City.

**Impacts on student populations.** The addition of school age children as a result of this redevelopment project will have an impact on the Wayne School District. The average size of residential occupancy in Wayne is 2.17 persons per household. Assuming the duplexes are rented to married couples with traditional families with .17 occupants of school age, a Wayne School District student population increase of 5 children is possible. Single parents with multiple school age children will skew this number higher. However, it is anticipated that that this calculation does not reflect the likely occupants of the duplexes. Wayne is home to a state college that creates a significant renter population. Most of this population is unmarried and without school age children. The district will not receive taxes from the duplexes during the time the increased taxes are utilized to pay the TIF Bond. The district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the district. The valuation that generates the TIF Bond payments is not included in the formula and does not count against the state aid that the district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF Bond is paid, or at the end of the 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to all taxing entities.

**Other Impacts.** The Redevelopment Area is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses or straining the public infrastructure. There are no other material impacts determined by the Authority relevant to the consideration of the cost or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

Exhibit "5"  
Sources and Uses of Funds

Sources

Commercial loan & equity	\$ 7,984,910
TIF Grant	\$ 1,040,000
Total Sources	\$ 9,024,910

Uses

Site Acquisition Reimbursement	\$ 375,000
Site Preparation & Fill	\$ 225,000
Engineering/ Planning	\$ 20,000
Utility Extension	\$ 158,000
Street Paving	\$ 284,000
City legal costs	\$ 22,000
Building construction	<u>\$ 7,940,910</u>
<b>TOTAL</b>	<b>\$ 9,024,910</b>

Fairgrounds TIF estimate

Rate Period ..... : Semiannual

Nominal Annual Rate .... : 7.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1	Loan 08/01/2025	1,040,356.04	1		
2	Payment 06/01/2027	8,000.00	2	Semiannual	12/01/2027
3	Payment 06/01/2028	16,000.00	2	Semiannual	12/01/2028
4	Payment 06/01/2029	26,800.00	2	Semiannual	12/01/2029
5	Payment 06/01/2030	37,816.00	2	Semiannual	12/01/2030
6	Payment 06/01/2031	49,048.00	2	Semiannual	12/01/2031
7	Payment 06/01/2032	60,509.00	2	Semiannual	12/01/2032
8	Payment 06/01/2033	72,199.00	18	Semiannual	12/01/2041
9	Payment 06/01/2042	64,199.00	2	Semiannual	12/01/2042
10	Payment 06/01/2043	56,199.00	2	Semiannual	12/01/2043
11	Payment 06/01/2044	45,399.00	2	Semiannual	12/01/2044
12	Payment 06/01/2045	34,383.00	2	Semiannual	12/01/2045
13	Payment 06/01/2046	23,151.00	2	Semiannual	12/01/2046
14	Payment 06/01/2047	11,690.00	2	Semiannual	12/01/2047

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Principal	Balance Due Total
Loan 08/01/2025		0.00	0.00	0.00	0.00	1,040,356.04	1,040,356.04
2025 Totals	0.00	0.00	0.00	0.00			
1 06/01/2027	8,000.00	133,578.87	8,000.00	0.00	125,578.87	1,040,356.04	1,165,934.91
2 12/01/2027	8,000.00	36,412.46	8,000.00	0.00	153,991.33	1,040,356.04	1,194,347.37
2027 Totals	16,000.00	169,991.33	16,000.00	0.00			
3 06/01/2028	16,000.00	36,412.46	16,000.00	0.00	174,403.79	1,040,356.04	1,214,759.83
4 12/01/2028	16,000.00	36,412.46	16,000.00	0.00	194,816.25	1,040,356.04	1,235,172.29
2028 Totals	32,000.00	72,824.92	32,000.00	0.00			
5 06/01/2029	26,800.00	36,412.46	26,800.00	0.00	204,428.71	1,040,356.04	1,244,784.75
6 12/01/2029	26,800.00	36,412.46	26,800.00	0.00	214,041.17	1,040,356.04	1,254,397.21
2029 Totals	53,600.00	72,824.92	53,600.00	0.00			
7 06/01/2030	37,816.00	36,412.46	37,816.00	0.00	212,637.63	1,040,356.04	1,252,993.67
8 12/01/2030	37,816.00	36,412.46	37,816.00	0.00	211,234.09	1,040,356.04	1,251,590.13
2030 Totals	75,632.00	72,824.92	75,632.00	0.00			
9 06/01/2031	49,048.00	36,412.46	49,048.00	0.00	198,598.55	1,040,356.04	1,238,954.59
10 12/01/2031	49,048.00	36,412.46	49,048.00	0.00	185,963.01	1,040,356.04	1,226,319.05
2031 Totals	98,096.00	72,824.92	98,096.00	0.00			
11 06/01/2032	60,509.00	36,412.46	60,509.00	0.00	161,866.47	1,040,356.04	1,202,222.51
12 12/01/2032	60,509.00	36,412.46	60,509.00	0.00	137,769.93	1,040,356.04	1,178,125.97
2032 Totals	121,018.00	72,824.92	121,018.00	0.00			
13 06/01/2033	72,199.00	36,412.46	72,199.00	0.00	101,983.39	1,040,356.04	1,142,339.43
14 12/01/2033	72,199.00	36,412.46	72,199.00	0.00	66,196.85	1,040,356.04	1,106,552.89
2033 Totals	144,398.00	72,824.92	144,398.00	0.00			
15 06/01/2034	72,199.00	36,412.46	72,199.00	0.00	30,410.31	1,040,356.04	1,070,766.35
16 12/01/2034	72,199.00	36,412.46	66,822.77	5,376.23	0.00	1,034,979.81	1,034,979.81
2034 Totals	144,398.00	72,824.92	139,021.77	5,376.23			

## Fairgrounds TIF estimate

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
17	06/01/2035	72,199.00	36,224.29	36,224.29	35,974.71	0.00	999,005.10	999,005.10
18	12/01/2035	72,199.00	34,965.18	34,965.18	37,233.82	0.00	961,771.28	961,771.28
2035 Totals		144,398.00	71,189.47	71,189.47	73,208.53			
19	06/01/2036	72,199.00	33,661.99	33,661.99	38,537.01	0.00	923,234.27	923,234.27
20	12/01/2036	72,199.00	32,313.20	32,313.20	39,885.80	0.00	883,348.47	883,348.47
2036 Totals		144,398.00	65,975.19	65,975.19	78,422.81			
21	06/01/2037	72,199.00	30,917.20	30,917.20	41,281.80	0.00	842,066.67	842,066.67
22	12/01/2037	72,199.00	29,472.33	29,472.33	42,726.67	0.00	799,340.00	799,340.00
2037 Totals		144,398.00	60,389.53	60,389.53	84,008.47			
23	06/01/2038	72,199.00	27,976.90	27,976.90	44,222.10	0.00	755,117.90	755,117.90
24	12/01/2038	72,199.00	26,429.13	26,429.13	45,769.87	0.00	709,348.03	709,348.03
2038 Totals		144,398.00	54,406.03	54,406.03	89,991.97			
25	06/01/2039	72,199.00	24,827.18	24,827.18	47,371.82	0.00	661,976.21	661,976.21
26	12/01/2039	72,199.00	23,169.17	23,169.17	49,029.83	0.00	612,946.38	612,946.38
2039 Totals		144,398.00	47,996.35	47,996.35	96,401.65			
27	06/01/2040	72,199.00	21,453.12	21,453.12	50,745.88	0.00	562,200.50	562,200.50
28	12/01/2040	72,199.00	19,677.02	19,677.02	52,521.98	0.00	509,678.52	509,678.52
2040 Totals		144,398.00	41,130.14	41,130.14	103,267.86			
29	06/01/2041	72,199.00	17,838.75	17,838.75	54,360.25	0.00	455,318.27	455,318.27
30	12/01/2041	72,199.00	15,936.14	15,936.14	56,262.86	0.00	399,055.41	399,055.41
2041 Totals		144,398.00	33,774.89	33,774.89	110,623.11			
31	06/01/2042	64,199.00	13,966.94	13,966.94	50,232.06	0.00	348,823.35	348,823.35
32	12/01/2042	64,199.00	12,208.82	12,208.82	51,990.18	0.00	296,833.17	296,833.17
2042 Totals		128,398.00	26,175.76	26,175.76	102,222.24			
33	06/01/2043	56,199.00	10,389.16	10,389.16	45,809.84	0.00	251,023.33	251,023.33
34	12/01/2043	56,199.00	8,785.82	8,785.82	47,413.18	0.00	203,610.15	203,610.15
2043 Totals		112,398.00	19,174.98	19,174.98	93,223.02			
35	06/01/2044	45,399.00	7,126.36	7,126.36	38,272.64	0.00	165,337.51	165,337.51
36	12/01/2044	45,399.00	5,786.81	5,786.81	39,612.19	0.00	125,725.32	125,725.32
2044 Totals		90,798.00	12,913.17	12,913.17	77,884.83			
37	06/01/2045	34,383.00	4,400.39	4,400.39	29,982.61	0.00	95,742.71	95,742.71
38	12/01/2045	34,383.00	3,350.99	3,350.99	31,032.01	0.00	64,710.70	64,710.70
2045 Totals		68,766.00	7,751.38	7,751.38	61,014.62			
39	06/01/2046	23,151.00	2,264.87	2,264.87	20,886.13	0.00	43,824.57	43,824.57
40	12/01/2046	23,151.00	1,533.86	1,533.86	21,617.14	0.00	22,207.43	22,207.43
2046 Totals		46,302.00	3,798.73	3,798.73	42,503.27			
41	06/01/2047	11,690.00	777.26	777.26	10,912.74	0.00	11,294.69	11,294.69
42	12/01/2047	11,690.00	395.31	395.31	11,294.69	0.00	0.00	0.00
2047 Totals		23,380.00	1,172.57	1,172.57	22,207.43			
Grand Totals		2,165,970.00	1,125,613.96	1,125,613.96	1,040,356.04			



semi annual payment

\$	8,000.00
\$	16,000.00
\$	26,800.00
\$	37,816.00
\$	49,048.00
\$	60,509.04
\$	72,199.28
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\$	72,199.28
\$	72,199.28
\$	64,199.28
\$	56,199.28
\$	45,399.28
\$	34,383.28
\$	23,151.28
\$	11,690.24

**ORDINANCE NO. 2025-6**

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

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

Section 1. That the Planning Commission held a public hearing on March 3, 2025, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

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

Section 2. That the real estate area shown on the attached map be changed and rezoned from I-1 (Light Industrial and Manufacturing District) to R-3 (Residential District). The area being rezoned is legally described as:

A PARCEL OF LAND LOCATED IN PART OF OUTLOT ONE, ROOSEVELT PARK ADDITION TO THE CITY OF WAYNE AND PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE SIXTH P.M., WAYNE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE S89°37'07"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1786.83 FEET TO THE WESTERLY LINE OF LOT 5, SOUTHEAST ADDITION; THENCE S00°16'37"E ON SAID WESTERLY LINE, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF FAIRGROUND AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING S00°16'37"E ON SAID WESTERLY LINE, A DISTANCE OF 619.75 FEET; THENCE S87°00'36"W, CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 466.66 FEET; THENCE S89°36'11"W CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 24.00 FEET TO THE WEST LINE OF SAID OUTLOT 1; THENCE N00°23'12"W ON SAID WEST LINE, A DISTANCE OF 640.99 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 1; THENCE N89°37'07"E ON THE NORTH LINE OF SAID OUTLOT 1, A DISTANCE OF 24.00 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 1; THENCE CONTINUING N89°37'07"E ON THE SOUTH RIGHT OF WAY LINE OF FAIRGROUND AVENUE, A DISTANCE OF 467.37 FEET TO THE POINT OF BEGINNING, CONTAINING 7.10 ACRES, MORE OR LESS.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described or as recommended as now in an R-3 (Residential) zone.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** March 4, 2025

**TO:** Cale Giese, Mayor  
Wayne City Council

**FROM:** Wayne Planning Commission   
Joel Hansen, Staff Liaison

At their meeting held on March 3, 2025, the Wayne Planning Commission made a recommendation on the following public hearing.

**Public Hearing: Request to Rezone from I-1 Light Industrial and Manufacturing to R-3 Residential; Applicant: Mitch Sawyer**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Meisenbach and seconded by Commissioner Piper to approve and forward a recommendation of approval to the City Council approving the request to rezone from I-1 Light Industrial and Manufacturing to R-3 Residential, as outlined in the aerial photo, with the findings of fact being consistency with the current and future land use maps, the Comprehensive Plan, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, with Commissioner Giese abstaining, motion approved.

JJH:cb  
Attachment



REQUEST FOR REZONING PROPERTY

Applicant Mitch Sawyer Date 1/16/25

Address 439 N Main Street, Fremont, NE 68025

Legal Description See attached

Rezoning Change From I-1 Light Industrial and Manufacturing To R-3 Residential

Reason for Rezoning A portion of the property adjacent to Fairgrounds Ave will remain I-1, but the remaining area is proposed for residential townhouse development to remain consistent with the adjacent R-3 residential to the west.

Applicant's Signature

\*Does this Request comply with the Future Land Use Map X YES NO

\*\*\*\*\*

Summary of Chapter 152 – Zoning

From time to time changes in the boundaries of the existing Zoning Districts may be made. The changes can be initiated by the City Council, Planning Commission, or by the owner of the property involved in the change. A Request for Rezoing is first submitted to the Planning Commission for consideration and their recommendation is submitted to the City Council for final action. If passed, the zoning change becomes an Ordinance and is recorded n the public records.

Rezoning procedures begin with the property owner submitting an application to the City Planner. This Rezoning Request gives the legal description of the property, the zoning change, and reasons for the rezoning. In addition to the Rezoning Request, a list of property owners with 300 feet of the proposed rezoning must be submitted. The list must include the property owner and a mailing address.

The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property owners are notified of the proposed rezoning along with the School District. A public notice is published in the local newspaper.

The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove the Rezoning Request or return it to the Planning Commission.

\*\*\*\*\*

Date Rezoning Request Approved/Denied by Planning Commission

Date Rezoning Request Approved/Denied by City Council

Current Fee: \$400

306 Pearl Street
Wayne, NE 68787
402-375-1733
cityofwayne.org



**RESOLUTION NO. 2025-15**

**A RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE LOCATED IN WAYNE COUNTY, NEBRASKA, FROM LARRY C. LINDSAY AND OLGA J. LINDSAY, TRUSTEES OF THE LINDSAY FAMILY TRUST.**

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

**LEGAL DESCRIPTION:**

PT Lot 4 and 1.5 feet of the vacated alley, Block 29, Original  
Wayne, Wayne County, Nebraska,

from Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust, for the sum of \$196,000.00 and other valuable consideration; and

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

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## PURCHASE AGREEMENT

This agreement is made and entered into by and between **Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust**, hereinafter referred to as "Seller," and **The City of Wayne, Nebraska, a municipal corporation**, hereinafter referred to as "Buyer."

Seller and Buyer agree as follows:

1. **Property Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following described property, to-wit:

*PT Lot 4 and 1.5 feet of the vacated alley, Block 29, Original Wayne, Wayne County, Nebraska*

including all fixtures and equipment permanently attached to the property. The only personal property included is: None.

2. **Purchase Price.** Buyer agrees to pay to Seller, as full consideration for the above-described premises, the sum of \$196,000.00, payable as follows:

\$196,000.00 to be paid in full at time of closing. All payments are to be made in cash, money order, or certified bank draft.

3. **Title.** Seller shall provide proof of marketable title in fee simple and furnish to Buyer an abstract certified to date or a commitment for title insurance insuring merchantability. In the event that title insurance is used, the cost of such title insurance policy shall be paid by Buyer. Buyer shall be responsible for the cost of any title endorsements or riders required as a condition of Buyer's loan. Buyer agrees that should a valid defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If there are defects that cannot be reasonably corrected within 30 days, this agreement shall be null and void and any earnest money paid upon execution shall be refunded.

4. **Deed.** Seller agrees to convey the property to Buyer, or Buyer's nominee, by warranty deed, free and clear of all liens and encumbrances, special assessments, levied or assessed, except any special assessments resulting from assessments from districts that may be created or ordered constructed subsequent to the date of acceptance of this purchase agreement, and subject to all easements and restrictions of record and any applicable zoning regulations.

5. **Taxes.** Seller shall pay all real estate taxes up to and including for the calendar year of 2024. Buyer shall be responsible for all 2025 real estate taxes.

6. **Buyer's Inspection.** This offer is based upon the Buyer's personal inspection or investigation of the premises and not upon any representation or warranty of condition by Seller. Buyer agrees that the property is being sold in its present condition. Seller shall maintain the property until delivery of possession.

7. **Risk of Loss.** This agreement shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property prior to date of closing shall rest with the Seller.

8. **Closing and Possession.** The Parties agree to close the purchase on or before June 30, 2025. Possession of the property shall be given to Buyer at time of closing upon payment of the full purchase price herein.

9. **Liquidated Damages.** If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, utilize such legal remedies as are available to Seller by reason of such failure.

10. **Contingencies.** This agreement is contingent upon Buyer's sale of certain parcels of real property, pursuant to the terms and conditions of a Purchase Agreement executed of even date, a copy of which is attached hereto. Said parcels are legally described as follows:

*Tax Lot 57, Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), 18-26-4; and*

*Lot 9, Block 29, Original Wayne, City of Wayne, Wayne County, Nebraska, Lot 3, Southeast Addition, City of Wayne, Wayne County, Nebraska; and*

*A parcel commencing at the Southeast property pin of Lot 9, Block 29, Original Wayne, thence south approximately 20 feet, thence west approximately 150 feet, thence forth approximately 20 feet, thence east approximately 150 feet to the point of beginning.*

11. **Binding Agreement.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each party.

12. **Original Counterparts.** This agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

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Larry C. Lindsay, Trustee of the Lindsay  
Family Trust, Seller

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Olga J. Lindsay, Trustee of the Lindsay  
Family Trust, Seller

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF WAYNE    )

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of March, 2025, by Larry C. Lindsay, Trustee of the Lindsay Family Trust, Seller.

\_\_\_\_\_  
**Notary Public**

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF WAYNE    )

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of March, 2025, by Olga J. Lindsay, Trustee of the Lindsay Family Trust, Seller.

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
Cale Giese, Mayor, o/b/o the City of Wayne, Nebraska, a municipal corporation, Buyer

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF WAYNE    )

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of March, 2025, by Cale Giese, Mayor, o/b/o the City of Wayne, Nebraska, a municipal corporation, Buyer.

\_\_\_\_\_  
**Notary Public**

ATTESTED TO:

\_\_\_\_\_  
Betty McGuire, City Clerk                      Date



Main Street

Logan Street

Selling

S. Logan Street

S. Main Street

Buying

Fairground Avenue

**RESOLUTION NO. 2025-16**

**A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE TO LARRY C. LINDSAY AND OLGA J. LINDSAY, TRUSTEES OF THE LINDSAY FAMILY TRUST.**

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

**Legal Description:**

*Tax Lot 57, Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), 18-26-4; and*

*Lot 9, Block 29, Original Wayne, City of Wayne, Wayne County, Nebraska, Lot 3, Southeast Addition, City of Wayne, Wayne County, Nebraska; and*

*A parcel commencing at the Southeast property pin of Lot 9, Block 29, Original Wayne, thence south approximately 20 feet, thence west approximately 150 feet, thence forth approximately 20 feet, thence east approximately 150 feet to the point of beginning,*

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

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

**Legal Description:**

*Tax Lot 57, Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), 18-26-4; and*

*Lot 9, Block 29, Original Wayne, City of Wayne, Wayne County, Nebraska, Lot 3, Southeast Addition, City of Wayne, Wayne County, Nebraska; and*

*A parcel commencing at the Southeast property pin of Lot 9, Block 29, Original Wayne, thence south approximately 20 feet, thence west approximately 150 feet, thence forth approximately 20 feet, thence east approximately 150 feet to the point of beginning,*

to Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust, for the sum of \$345,000.00, and other valuable consideration.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## PURCHASE AGREEMENT

This agreement is made and entered into by and between **The City of Wayne, Nebraska, a municipal corporation**, hereinafter referred to as "Seller," and **Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust**, hereinafter referred to as "Buyer."

Seller and Buyer agree as follows:

1. **Property Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following described property, to-wit:

*Tax Lot 57, Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), 18-26-4; and*

*Lot 9, Block 29, Original Wayne, City of Wayne, Wayne County, Nebraska, Lot 3, Southeast Addition, City of Wayne, Wayne County, Nebraska; and*

*A parcel commencing at the Southeast property pin of Lot 9, Block 29, Original Wayne, thence south approximately 20 feet, thence west approximately 150 feet, thence forth approximately 20 feet, thence east approximately 150 feet to the point of beginning.*

including all fixtures and equipment permanently attached to the property. The only personal property included is: None.

2. **Purchase Price.** Buyer agrees to pay to Seller, as full consideration for the above-described premises, the sum of \$345,000.00, payable as follows:

\$345,000.00 to be paid in full at time of closing. All payments are to be made in cash, money order, or certified bank draft.

3. **Title.** Seller shall provide proof of marketable title in fee simple and furnish to Buyer an abstract certified to date or a commitment for title insurance insuring merchantability. In the event that title insurance is used, the cost of such title insurance policy shall be paid by Buyer. Buyer shall be responsible for the cost of any title endorsements or riders required as a condition of Buyer's loan. Buyer agrees that should a valid defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If there are defects that cannot be reasonably corrected within 30 days, this agreement shall be null and void and any earnest money paid upon execution shall be refunded.

4. **Deed.** Seller agrees to convey the property to Buyer, or Buyer's nominee, by warranty deed, free and clear of all liens and encumbrances, special assessments, levied or assessed, except any special assessments resulting from assessments from districts that may be created or ordered constructed subsequent to the date of acceptance of this purchase agreement, and subject to all easements and restrictions of record and any applicable zoning regulations.

5. **Taxes.** Buyer shall be responsible for all real estate taxes for the calendar year of 2025, as the property is currently tax exempt.

6. **Buyer's Inspection.** This offer is based upon the Buyer's personal inspection or investigation of the premises and not upon any representation or warranty of condition by Seller. Buyer agrees that the property is being sold in its present condition. Seller shall maintain the property until delivery of possession. Furthermore, Seller shall clean the drainage alley on the north side of the property prior to closing.

7. **Risk of Loss.** This agreement shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property prior to date of closing shall rest with the Seller.

8. **Closing and Possession.** The Parties agree to close the purchase on or before June 30, 2025. Possession of the property shall be given to Buyer at time of closing upon payment of the full purchase price herein.

9. **Liquidated Damages.** If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, utilize such legal remedies as are available to Seller by reason of such failure.

10. **Contingencies.**

a. This agreement is contingent upon Buyer's sale of *Part of Lot 4, and 1 ½ feet of the vacated alley located in Block 29, Original Wayne, Wayne County, Nebraska*, pursuant to the terms and conditions of a Purchase Agreement executed of even date, a copy of which is attached hereto.

b. This agreement is contingent upon the running of the required remonstrance period, pursuant to *Neb.Rev.Stat. §16-202*. If Seller is prohibited from selling the above-described properties, then this agreement, as well as the agreement attached hereto, shall be null and void.

c. This agreement is contingent upon Buyer receiving an LB840 loan from the City of Wayne, with terms that include a zero percent (0%) interest rate.

11. **Binding Agreement.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each party.

12. **Original Counterparts.** This agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.



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**Notary Public**

**ORDINANCE NO. 2025-7**

**AN ORDINANCE DIRECTING THE SALE OF REAL ESTATE TO LARRY C. LINDSAY AND OLGA J. LINDSAY, TRUSTEES OF THE LINDSAY FAMILY TRUST.**

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust, a tract of land legally described as:

**Legal Description:**

*Tax Lot 57, Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), 18-26-4; and*

*Lot 9, Block 29, Original Wayne, City of Wayne, Wayne County, Nebraska, Lot 3, Southeast Addition, City of Wayne, Wayne County, Nebraska; and*

*A parcel commencing at the Southeast property pin of Lot 9, Block 29, Original Wayne, thence south approximately 20 feet, thence west approximately 150 feet, thence forth approximately 20 feet, thence east approximately 150 feet to the point of beginning,*

for the sum of \$345,000.00 and other valuable consideration.

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

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

PASSED AND APPROVED this 18<sup>th</sup> day of day of March, 2025.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Main Street

Logan Street

Selling

S. Logan Street

S. Main Street

Buying

Fairground Avenue

**RESOLUTION NO. 2025-17**

**A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE “CITY OF WAYNE WELL HOUSE AND MUNICIPAL WELL 2025-1 (WELL NO. 12) PROJECT” AS PREPARED BY THE CITY’S ENGINEER AND DIRECTING THE CITY CLERK TO ADVERTISE FOR BIDS.**

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

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025

THE CITY OF WAYNE, NEBRASKA

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2025-18**

**A RESOLUTION APPROVING LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF WAYNE AND OLSSON FOR THE "WAYNE PRAIRIE PARK PHASE 4 DEVELOPMENT PROJECT."**

WHEREAS, the Wayne City Council is desirous of entering into an Agreement with Olsson for professional engineering services regarding the "Wayne Prairie Park Phase 4 Development Project;" and

WHEREAS, a proposal has been requested and received from Olsson for a lump sum fee of \$195,000; and

WHEREAS, staff recommendation is to accept the fee proposal of Olsson.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Letter Agreement between the City of Wayne and Olsson for the "Wayne Prairie Park Phase 4 Development Project" be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

March 18, 2025

City of Wayne  
Attn: Cale Giese  
306 Pearl Street  
Wayne, Nebraska 68787

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**

Wayne Prairie Park Phase 4 (the "Project")

The project design entails paving the curb and gutter around the north roundabout, paving the south and east lots of the parks and recreation building, and a baseball field, softball field, and tee ball field. Additionally, the project includes the completion of storm sewer in the east ditch.

Dear Mr. Giese:

It is our understanding that City of Wayne ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: April 1, 2025  
Anticipated Completion Date: September 1, 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

**COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of One Hundred Ninety-Five Thousand dollars (\$195,000). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be \_\_\_\_\_.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: [radams@olsson.com](mailto:radams@olsson.com). This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By Matthew Smith  
Matthew Smith, PE

By Taylor Kube  
Taylor Kube, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF WAYNE**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

- Attachments
- Scope of Services
- General Provisions

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 18, 2025, between the City of Wayne ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Wayne Prairie Park – Wayne, Nebraska

Project Description: The project design entails paving design of north roundabout; paving design of the south and east lots of the parks and recreation building; and grass baseball field, softball field, and tee ball field design. Additionally, the project design includes the completion of storm sewer in the east ditch.

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### SURVEY SERVICES

##### 1.1 Topographic Survey

- Complete a topographic survey of all the area in the design limits.
- Fly area with drone to update the aerial background.
- Survey to be completed in Nebraska LDP coordinates, NAVD 88 Vertical.
- Nebraska 811 will be contacted to locate all existing utilities on the project site.
- Surveyors will visit the site and record all existing site features using GPS equipment.
- Create a CAD drawing of the existing site, to be used for design of proposed site improvements.

#### DESIGN SERVICES

##### 2.1 Meetings

Olsson will conduct three (3) progress meeting with the Client to discuss the 30%, 60% and 90% design documents and specifications. Olsson will prepare and distribute minutes of the meetings.

##### 2.2 Final Design and Construction Documents

Olsson will prepare three (3) separate final design and construction documents for the proposed construction work and for all equipment and materials required under the contract. The proposed design will include:

Phase 4 Paving – This includes Full Pavement Design of North Roundabout and Paving of the South and East Parking Lots of the existing parks and recreational building. Sidewalk / curb & gutter will also be included in the design around the parks and recreational building.

1. Cover Sheet

2. General Notes & Details
3. Site Layouts
4. Grading Plans
5. Erosion Control Plans
6. Paving Construction Plans
7. Pavement Jointing and Grade Sheets
8. Construction details and specifications.

Phase 4 Fields – Full design of One Baseball Field, One Softball Field, One Tee Ball Field including designs of sidewalk, site grading, field grading, field subdrainage, field utilities, field perimeter fencing, backstops, dugouts, and irrigation.

1. Cover Sheet
2. General Notes & Details
3. Playing Field & Overall Site Layout
4. Playing Field & Overall Site Grading Plan
5. Playing Field Subdrainage Plan
6. Playing Field Utility Plan
7. Sidewalk and Bleacher Pad Paving Plans
8. Performance irrigation plan based layout plan showing main, source tap, controller location, areas to be irrigated.

Phase 4 – 4<sup>th</sup> Street Storm Sewer – Includes the design of 4<sup>th</sup> Street junction box and approximately 800 linear feet of pipe from the existing 4<sup>th</sup> Street outfall structure to existing 5' x 6' concrete area inlet.

1. Cover Sheet
2. General Notes & Details
3. Site Layout
4. Grading Plans
5. Storm Sewer Plan & Profile

### **2.3 Quality Control**

Olsson will conduct internal quality reviews at the 30, 60 and 90 percent design stages.

Olsson will provide construction documents and specifications to the Client at the 90 percent design stage, conduct a meeting with Client or Client's Designee to discuss their review comments, and resolve questions or concerns.

### **2.4 Opinion of Probable Cost (OPC)**

Olsson will prepare an OPC of project construction work.

## **BIDDING SERVICES**

The proposed design shall be bid in three (3) separate sets:

1. **Phase 4 Paving**
2. **Phase 4 Fields**
3. **Phase 4 4<sup>th</sup> Street Storm Sewer**

### **3.1 Prepare Notice to Bidders and Issue Documents**

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

### **3.2 Review and Evaluate Bids**

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

### **3.3 Conform Documents**

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

## **ASSUMPTIONS**

- Telephone service, cable service, natural gas service and primary electrical service will not be designed by Olsson. The design and location of these services will be coordinated between local utility companies / providers and the general contractor. Olsson may show approximate locations of these utilities on the site utility plan if such locations are provided to Olsson.
- Assume water supply for irrigation is a tap off City water main.
- Assume no additional storm sewer design is required for the roundabout paving and parks & recreation parking lot improvements.

## **EXCLUSIONS**

**The following is excluded from this scope of services:**

- **Traffic Study**
- **Structural Services**
- **Geotechnical Services**
- **MEP Services**
- **Environmental Services**
- **Platting Services**
- **Permitting and submittal fees**
- **Site or Building Renderings**
- **Ball Field Lighting Design**
- **Landscape planting design**
- **Wayfinding signage package**

- **Donor signage or other donor packages**
- **Security system design including video surveillance, access control, and intrusion detection systems**
- **Audiovisual system design including public address system or any other type of audiovisual equipment**
- **Construction Services including administration, staking, and observation**
- **Items not specifically included in the Scope of Services above**

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



**Opinion of Probable Construction Costs - Phase 4**

Date: 3/14/25

Project Number:

022-02746

**Project Information:**

**Paving North Roundabout**

Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	\$ 15,000.00	\$15,000.00
7" PCC Pavement	1,270	SY	\$ 80.00	\$101,600.00
18" Curb & Gutter	1,240	LF	\$40.00	\$49,600.00
12" Subgrade Prep/Rock Removal	450	SY	\$15.00	\$6,750.00
Fill Material - Center Islands	160	CY	\$15.00	\$2,400.00
<b>Subtotal</b>				<b>\$175,350.00</b>
Contingency			10%	\$17,535.00
<b>North Roundabout Paving Sub Total w/ Contingency</b>				<b>\$192,885.00</b>

**Parks and Rec Building Paving (South & East Lots, Sidwalk, Curb & Gutter, Garage Approaches)**

Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	\$ 20,000.00	\$20,000.00
7" PCC Pavement	1,300	SY	\$ 80.00	\$104,000.00
7" Garage Approaches	360	SY	\$ 80.00	\$28,800.00
12" Subgrade Prep	1,660	SY	\$ 5.00	\$8,300.00
5" Sidewalk Pavement	175	SY	\$ 200.00	\$35,000.00
18" Curb & Gutter	310	LF	\$ 40.00	\$12,400.00
Fill Material - Center Islands	30	CY	\$15.00	\$450.00
<b>Subtotal</b>				<b>\$208,950.00</b>
Contingency			10%	\$20,895.00
<b>Parks and Rec Paving Sub Total w/ Contingency</b>				<b>\$229,845.00</b>

**East Ditch Storm Sewer**

Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	\$ 30,000.00	\$30,000.00
Earthwork	1	LS	\$ 50,000.00	\$50,000.00
Remove Structure & Pipe	1	EA	\$ 12,500.00	\$12,500.00
Remove RipRap	50	SY	\$ 10.00	\$500.00
Remove & Replace Unsuitable Soils	100	CY	\$ 25.00	\$2,500.00
60" Storm Pipe	800	LF	\$ 260.00	\$208,000.00
5.5' X 4.5' Area Inlet	2	EA	\$ 10,000.00	\$20,000.00
5' X 6' Junction Box	1	EA	\$ 17,500.00	\$17,500.00
Seeding	1.3	AC	\$ 4,000.00	\$5,200.00
<b>Subtotal</b>				<b>\$346,200.00</b>
Contingency			10%	\$34,620.00
<b>East Ditch Sub Total w/ Contingency</b>				<b>\$380,820.00</b>

Baseball Field				
Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	\$ 70,000.00	\$70,000.00
80,000 SF Baseball Field - grass field, infield skin mix, warning track, irrigation, big roll sod	80,000	LS	\$ 5.00	\$400,000.00
Field Fence	1120	LF	\$ 65.00	\$72,800.00
Backstop	1	LS	\$ 40,000.00	\$40,000.00
Dugout - covered roof	2	EA	\$ 20,000.00	\$40,000.00
Bleachers (Aluminum Cross Brace)	300	SEAT	\$ 160.00	\$48,000.00
Scoreboard	1	EA	\$ 30,000.00	\$30,000.00
<b>Subtotal</b>				<b>\$700,800.00</b>
Contingency			10%	\$70,080.00
<b>Baseball Fields Sub Total w/ Contingency</b>				<b>\$770,880.00</b>
Softball Field				
Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	\$ 50,000.00	\$50,000.00
45,000 SF Softball Field - grass field, infield skin mix, warning track, irrigation, big roll sod	45000	LS	\$ 4.50	\$202,500.00
Field Fence	840	LF	\$ 65.00	\$54,600.00
Backstop	1	LS	\$ 25,000.00	\$25,000.00
Dugout - covered roof	2	EA	\$ 20,000.00	\$40,000.00
Bleachers (Aluminum Cross Brace)	200	SEAT	\$ 160.00	\$32,000.00
Scoreboard	1	EA	\$ 25,000.00	\$25,000.00
<b>Subtotal</b>				<b>\$429,100.00</b>
Contingency			10%	\$42,910.00
<b>Baseball Fields Sub Total w/ Contingency</b>				<b>\$472,010.00</b>
Teeball Field				
Item	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	\$ 37,000.00	\$35,000.00
24,000 SF Teeball Field - grass field, infield skin mix, warning track, irrigation, big roll sod	24000	LS	\$ 4.50	\$108,000.00
Field Fence	610	LF	\$ 65.00	\$39,650.00
Backstop	1	LS	\$ 25,000.00	\$25,000.00
Dugout - covered roof	2	EA	\$ 20,000.00	\$40,000.00
Bleachers (Aluminum Cross Brace)	150	SEAT	\$ 160.00	\$24,000.00
Scoreboard	1	EA	\$ 21,000.00	\$21,000.00
<b>Subtotal</b>				<b>\$292,650.00</b>
Contingency			10%	\$29,265.00
<b>Baseball Fields Sub Total w/ Contingency</b>				<b>\$321,915.00</b>
<b>Construction Sub Total</b>				<b>\$2,368,355.00</b>

Engineering and Construction Services Costs				
Engineering & Design Services	1	LS	8%	\$189,468.40
Construction Services (Admin, Staking, Observation, Testing, etc)	1	LS	8%	\$189,468.40
<b>Engineering and Construction Services Sub Total</b>				<b>\$378,936.80</b>

<b>Total Project Estimate</b>	<b>\$2,747,291.80</b>
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*This cost estimate is projected for 2025 construction, these costs will need to be factored for inflation for future year construction.*

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

**RESOLUTION NO. 2025-19**

**A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE/CONSULTANT AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ENGINEERING SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 22-PW-008 (WAYNE 7<sup>TH</sup> STREET TRAIL PROJECT).**

WHEREAS, the City of Wayne wishes to enter into an Amended Consultant Agreement with JEO Consulting Group, Inc., for engineering services relating to Community Development Block Grant 22-PW-008; and

WHEREAS, said agreement is being amended to comply with Community Development Block Grant requirements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Professional Service/Consultant Agreement with JEO Consulting Group, Inc., for engineering services relating to Community Development Block Grant 22-PW-008, that the terms and conditions, as contained in the Agreement with JEO Consulting Group, Inc., are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 18<sup>th</sup> day of March, 2025.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# PROFESSIONAL SERVICE/CONSULTANT AGREEMENT

(Version: June 2020)

**Project Title:** City of Wayne - Park Improvements

**THIS AGREEMENT** made and entered into by and between the City of Wayne, Nebraska (hereinafter referred to as the City) and JEO Consulting Group, Inc., (hereinafter referred to as the Consultant).

## WITNESSES THAT:

**WHEREAS**, the City [306 Pearl Street, Wayne, NE 68787] and the Consultant [404 S 25th St Suite B, Norfolk, NE 68701] are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the City, as part of its 2022 CDBG grant agreement with the Department, under contract number 22PW008, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City 's approved CDBG program, and

**WHEREAS**, it would be beneficial to the City 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 CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, 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 City, the work activities described in the Scope of Work (Attachment #1).
- b. The City 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. The termination date of the contract shall be October 19, 2024.

**3. Consideration**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 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 City exceed the sum of \$133,570 (One hundred thirty three thousand, five hundred seventy dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. 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.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department 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, and 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 City 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 Consultant for a period of ten years after the final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention. The City, the Department, 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 City 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 City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

**6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the City 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:

- 1. 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 City may suspend the contract pending corrective actions or investigation, 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 City and is able to

substantiate its full compliance with the 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 the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

**2. Termination for Cause:** The City may terminate its contract with the Consultant 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 City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City 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.

**3. Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- (2) If the funds allocated by the City 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 City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City 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 City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

- (4) The City 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 City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## **7 Changes, Amendments, Modifications**

The City 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 City 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 City.

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 City. 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 City thereto: Provided, however, that claims for money by the Consultant from the City 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 City.

## **10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City 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 City.

**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 City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

**14. Title VI of the Civil Rights Act of 1964**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, 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**

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 direct federal financial assistance from the Department of Housing and Urban Development 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 provisions 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 2 CFR Part 135.

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

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)**

No otherwise qualified individual will, solely by reason of his or her 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 2 CFR §200.318**

No officer, employee or agent of the Grantee 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, exceptions 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 the Department.

**21. Audits and Inspections**

The City, the Department, 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 CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

**22. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected 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 City, 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.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

**ATTACHMENT #1 SCOPE OF WORK and FEES** for WAYNE, NEBRASKA for the CITY OF WAYNE - PARK IMPROVEMENTS consisting of seven pages.

**ATTACHMENT #2 PAYMENT SCHEDULE** for WAYNE, NEBRASKA for the CITY OF WAYNE - PARK IMPROVEMENTS consisting of one page.

**ATTACHMENT #3 JEO CONSULTING GROUP, INC. GENERAL CONDITIONS** for WAYNE, NEBRASKA for the CITY OF WAYNE - PARK IMPROVEMENTS consisting of two pages.

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

**CITY (WAYNE, NEBRASKA)**

By: \_\_\_\_\_

Title: Mayor, City of Wayne, NE

Date: \_\_\_\_\_

**CONSULTANT (JEO CONSULTING GROUP, INC.)**

By: \_\_\_\_\_

Title: Senior Project Manager

Date: \_\_\_\_\_

**APPROVED as to legal form:**

By: \_\_\_\_\_

Title: City Attorney

Date: \_\_\_\_\_



**SCOPE OF SERVICES:  
ATTACHMENT #1**

**PROJECT DESCRIPTION:**

The City of Wayne intends to use CDBG funding to construct a 6-foot or 8-foot wide concrete trail on the north side of and running parallel to Highway 35/7<sup>th</sup> Street on the west end of town between 575<sup>th</sup> Avenue and the Greenwood Cemetery Entrance as an extension of Wayne's master trail plan. The new trail will be in compliance with ADA and accessible for mobility constrained users. Construction of storm sewer pipe, inlets and manholes will be designed to adequately maintain or improve site drainage. The scope of this agreement is to provide design, bidding, and construction phase services.

**SCOPE OF SERVICES:**

- 1 Design Phase
  - 1.1 Provide Project Management throughout all Phases of this project, to include:
    - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
    - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
    - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
    - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
    - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
    - 1.1.6 Provide monthly progress reports.
  - 1.2 Conduct topographic survey of project site generally from right-of-way to edge of traveling way of 7<sup>th</sup> Street with cross sections every 50 feet for limits and locations identified in project description.
    - 1.2.1 Topography shall generally extend within the project limits of as described above.
    - 1.2.2 Width shall generally extend at least 10 feet outside of right-of-way and including all features (fences, retaining walls, etc.).
    - 1.2.3 Locate all right-of-way and property lines adjacent to the project.
    - 1.2.4 Locate all public/private utilities using One Call Locate Services to mark existing facilities.
    - 1.2.5 Plot all topography, profiles, and cross sections into CADD Software.
  - 1.3 Coordinate geotechnical exploration by Others for test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant

- engineering properties of various soil strata, and a report of geotechnical engineering recommendations. Owner to pay for geotechnical services.
- 1.4 Complete drainage study and design storm sewer system, within the project limits, along the north side of 7<sup>th</sup> Street meeting minimum design standards and submit technical memo to Owner.
  - 1.5 Review of existing data and design requirements (standard vehicles, access requirements, etc.).
  - 1.6 Prepare 60% complete preliminary plans and draft front-end specifications. Plans and specifications to include:
    - 1.6.1 General location maps and symbols sheet.
    - 1.6.2 Typical sections sheets.
    - 1.6.3 Survey control sheets.
    - 1.6.4 Removal and construction plan sheets.
    - 1.6.5 Plan and profile sheets for proposed improvements.
    - 1.6.6 Storm sewer plan and profile sheets, as needed for proposed improvements.
    - 1.6.7 Erosion control plan(s).
    - 1.6.8 Trail cross section sheets.
    - 1.6.9 Draft front-end specifications with bidding, contract, and any required funding documentation.
  - 1.7 Provide the opinion of probable construction cost to be commensurate with the 60% complete plans.
  - 1.8 Perform an internal quality assurance/quality control (QA/QC) review of the 60% complete plans.
  - 1.9 Submit 60% complete plans to Owner to review.
  - 1.10 Furnish 60% complete plans to public/private utility companies to review proposed improvements for potential conflicts.
  - 1.11 Conduct meeting with the Owner to review the 60% complete preliminary design documents and review in detail with the Owner's designated representative(s) (1 meeting).
  - 1.12 Revise plans and specifications based on the QA/QC comments and the 60% complete design meeting with the Owner.
  - 1.13 Revise and advance plan sheets from the 60% complete set.
  - 1.14 Prepare 90% complete plans and specifications. Plans and specifications to include:
    - 1.14.1 All sheets previously listed for the 60% complete plans.
    - 1.14.2 Insertion of design detail sheets.
    - 1.14.3 Completion of front-end documents and special provisions section of the specifications.
    - 1.14.4 Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
  - 1.15 Perform an internal QA/QC review of the 90% complete plans and specifications.
  - 1.16 Submit 90% complete plans to Owner to review.

- 1.17 Finalize construction drawings and specifications subject to Owner's approval.
- 1.18 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.19 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.20 Prepare necessary permit applications to construct the intersection and storm sewer improvements adjacent to Highway 35 with the Nebraska Department of Transportation (NDOT). Owner to sign and send actual submittal to NDOT and pay all fees associated with the permit application.
- 1.21 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations.
- 1.22 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to NDEE to obtain an NPDES Storm Water permit. Owner to pay all permit fees.
- 1.23 Present Final Plans, Specifications, and Opinion of Cost to Owner (1 meeting) and Owner's designated representative(s) and obtain authorization to advertise for bids.

**2 Bidding and Negotiation Phase**

- 2.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.3 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 2.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.5 Assist the Owner in securing construction bids for the project.
- 2.6 Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- 2.7 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.8 Attend one (1) meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- 2.9 Prepare and submit necessary information to the Owner for project award approval.
- 2.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

- 3** Construction Administration & staking
- 3.1 Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-Construction Conference will be provided to all participants by the Engineer.
  - 3.2 Provide construction staking for each of the following (5 trips total):
    - 3.2.1 Verification/Re-establishment of horizontal and vertical control on site. (one (1) trip)
    - 3.2.2 Storm Sewer: One graded offset hub every 50', two offsets per inlet, and one offset per manhole. (one (1) trip)
    - 3.2.3 Paving Hubs: Including grades where provided at P.C.'s, P.T.'s and radius points as follows: One Row at 25' intervals. (three (3) trips)
  - 3.3 Review shop drawings and related data supplied by the Contractor.
  - 3.4 Schedule and conduct up to five (5) progress meetings with Owner and Contractor.
  - 3.5 Provide interpretation of the plans and specifications, when necessary.
  - 3.6 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
  - 3.7 Attend up to four (4) City Council meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
  - 3.8 Consult with and advise Owner during construction regarding all aspects of the project. Provide weekly/bi-weekly project status updates via email.
  - 3.9 Coordinate and review geotechnical soil and concrete testing results. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting and testing of the water distribution system are the responsibility of the Contractor.
  - 3.10 Provide as-built drawings plan set in PDF format.
  - 3.11 Conduct a final walk-thru and inspection of project with the Contractor and Owner, one (1) meeting.
  - 3.12 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
  - 3.13 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
  - 3.14 Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period items.
    - 3.14.1 Issue 6 and 11-month warranty letters to the Owner and Contractor.

- 3.14.2 Conduct field review of project, one (1) meeting should a field inspection be necessary.
- 3.14.3 Issue a warranty period correction letter to the contractor for warranty repair items, if necessary.

4 construction observation (Resident Project Representation)

- 4.1 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. Estimated at 216 hours.
- 4.2 The duties and responsibilities of the RPR are described as follows:
  - 4.2.1 Mark removals for construction.
  - 4.2.2 Review of contractors work for general compliance with the plans and specifications.
  - 4.2.3 Monitor Contractors' progress and project schedule.
  - 4.2.4 Complete Construction Observation Reports when on site.
  - 4.2.5 Coordinate pay quantities with contractor and engineer.
  - 4.2.6 Review of materials delivered to the site for specification compliance.
  - 4.2.7 Assist the engineer in interpretation of the plans and specifications to the contractor.
  - 4.2.8 Review and coordinate with Owner on materials testing by independent lab hired by Owner.
  - 4.2.9 Attend progress meetings.
  - 4.2.10 Compile records for use in preparing record drawings.
  - 4.2.11 Storm Water Pollution Plan (SWPPP) inspection:
    - 4.2.11.1 Conduct SWPPP inspections every 14 days or within 24 hours of a 0.5" rainfall event beginning after initial breaking ground and continuing until final stabilization of site.
    - 4.2.11.2 Maintain SWPPP logs, inspection results, and maintenance records within the SWPPP book to comply with State regulations.
    - 4.2.11.3 Direct Contractor to maintain best management practices (BMP's) as designed.
    - 4.2.11.4 Provide NPDES Permit Administration and Monitoring.

5 OWNER RESPONSIBILITIES

- 5.1 Provide timely review of documents or requests for information.
- 5.2 Provide access to property to conduct proposed services.
- 5.3 Provide contact information for utility companies within the right-of-way along the project route.

- 6 FEE
- 6.1 The total cost to provide design, bidding, and construction engineering phase services is \$133,570 and will be billed as either a lump sum or hourly not to exceed fee, as noted in subsection 6.3.
- 6.2 The above mentioned fees includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope and Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

<u>Tasks</u>	<u>Fee</u>
<b>Design Phase (Lump Sum)</b>	<b>\$ 79,690.00</b>
<b>Bidding and Negotiation Phase (Lump Sum)</b>	<b>\$ 5,600.00</b>
<b>Construction Administration &amp; Staking (Lump Sum)</b>	<b>\$ 25,360.00</b>
<b>Construction Observation (Hourly, Not to Exceed)</b>	<b>\$ 25,920.00</b>
 <b>Total (Not to Exceed)</b>	 <b>\$ 133,570.00</b>

- 7 Progress Payments
- 7.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 7.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 7.3 Payments will be applied first to the interest then principal.
- 7.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

8 CONTRACT TIME

- 8.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 8.2 Notice to Proceed (NTP) – 7/10/2023
- 8.3 Topo Survey – July 2023
- 8.4 Design Phase – August 2023 thru November 2023
- 8.5 Council to Approve Final Plans – 12/5/2023
- 8.6 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 8.7 Estimated Bid Opening – Week of 1/22/2024
- 8.8 Council Award of Project – 2/6/2024
- 8.9 Construction Phase – Spring/Summer 2024

9 EXCLUSIONS

- 9.1 CDBG administration services.
- 9.2 Topographic survey not outlined in the scope of services.
- 9.3 Geotechnical investigation (To be completed by others under separate agreement).
- 9.4 Any permit fees associated with permit applications.
- 9.5 Special meetings and meetings not outlined in the Scope of Services
- 9.6 Street lighting design.

**ATTACHMENT #2  
PAYMENT SCHEDULE  
CITY OF WAYNE - PARK IMPROVEMENTS**

The City shall reimburse the Consultant on a monthly basis for services rendered; based upon a percentage of completion of the attached Scope of Work (Attachment #1). In no event shall the total amount reimbursed by the City exceed the sub identified in Section 3. Consideration of this Agreement, unless there is a change to the Scope of Work authorized and approved by the City. Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purpose of this Agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

~~and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.~~

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

~~**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.~~

~~**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.~~

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and

to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.