

Amended: 3/31/25

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
April 1, 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. Proclamation – April 25, 2025, as “Arbor Day”
4. Approval of Minutes – March 18, 2025
5. Approval of Claims
6. Annual Green Team Update – Sandy Brown
7. Library Report – Heather Headley, Library Director
8. Action on the request of the “Friends of the Library” to waive the Freedom Park Shelter House rental fee for a “Tea Party” on Sunday, August 17, 2025
9. Public Hearing:           Application for Class B Beer Liquor License – BP603 LLC d/b/a “JB Mart,” 603 Main Street

**Background: The establishment has made an application under a new name – BP603 LLC d/b/a “JB Mart.” They are requesting a Class B Liquor License (beer off sale only).**

10. Resolution 2025-20: Approving Application for Class B Beer Liquor License – BP603 LLC d/b/a “JB Mart,” 603 Main Street
11. Resolution 2025-21: Approving the execution of an agreement with the Department of Transportation of the State of Nebraska for Agreement No. XL22502, Project Name: City of Wayne Bike/Hike Trail on Hwy 35

Background: This agreement from the Department of Transportation pertains to the 7<sup>th</sup> Street Trail Project.

12. [Action on the recommendation of the LB840 Revolving Loan Fund Review Committee on the revolving loan fund application to Wayne's Economic Development Program by Wayne Auto Parts \(Larry Lindsay\) \(\\$149,000\) — Luke Virgil, Economic Development Director](#)

**Background:** The Review Committee met with Larry and Jeanie Lindsay and Daryl Lindsay from Wayne Auto Parts, which has a purchase agreement to buy the old Final Touch building from the City of Wayne. Wayne Auto Parts is requesting \$149,000 in WEDP Funds, with a repayment term of 10 years and an interest rate of 0%. They will utilize the WEDP Funds for business costs, such as building/property acquisition and inventory expansion. To match their request of \$149,000 from the WEDP, Wayne Auto Parts has pledged the sale proceeds of their current building, \$196,000 for 117 S Main Street, along with matching funds of \$120,000 in business equity, which will be used to renovate the Final Touch building and add to their inventory. The total project is estimated to cost approximately \$465,000.

Following the meeting with Wayne Auto Parts, the Review Committee discussed the request for an LB840 RLF Loan of \$149,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Wayne Auto Parts (Larry Lindsay):

- Loan amount of \$149,000;
- Loan repayment period of 10 years; and
- An interest rate to be set at one half the rate set by the daily prime rate (Daily Prime Rate, March 24, 2025 – 7.5%; WEDP Rate: 3.75%)

13. [Action on the recommendation of the LB840 Revolving Loan Fund Review Committee on the revolving loan fund application to Wayne's Economic Development Program by Silver Silo Design, LLC \(Heidi Claussen\) \(\\$58,500\) — Luke Virgil, Economic Development Director](#)

**Background:** The Review Committee met with Heidi & Jason Claussen from Silver Silo Design, LLC, which has a purchase agreement to buy the Copy Write. Silver Silo Design, LLC, is requesting \$58,500 in WEDP Funds, with a repayment term of 5 years, based on a 10-year amortization, and an interest rate of 3%. They will utilize the WEDP Funds for business costs, such as the purchase of intellectual property and equipment.

To match their request of \$58,500 from the WEDP, Silver Silo Design, LLC, has secured financing from State Nebraska Bank & Trust for \$58,500 and has pledged \$13,000 in personal equity. The total project is estimated to cost approximately \$130,000.

Following the meeting with Silver Silo Design, LLC, the Review Committee discussed the request for an LB840 RLF Loan of \$58,500. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Silver Silo Design, LLC (Heidi Claussen):

- Loan amount of \$58,500;
- Loan repayment period of 5 years, based on a 10-year amortization; and
- An interest rate to be set at one half the rate set by the daily prime rate (State Nebraska Bank & Trust – 7.75%; WEDP Rate: 3.875%)

14. [Ordinance 2025-6: Rezoning Property from I-1 Light Industrial and Manufacturing to R-3 Residential \(Second Reading\)](#)

15. Action on Application and Certificate of Payment No. 17 in the amount of \$83,798.00 to Otte Construction Company, LLC, for the “Wayne City Hall & Police Relocation Project” – Carlson West Povondra Architects

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

16. Action on Application and Certificate of Payment No. 7 in the amount of \$127,151.00 to Otte Construction Company, LLC, for the “Wayne Parks & Rec Maintenance Building Project” – Carlson West Povondra Architects

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

17. Discussion and action to set a date and time for the open house at the new City Hall/Police Department Building
18. 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.

19. Adjourn

CITY OF WAYNE  
OFFICE OF THE MAYOR

**Proclamation**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Wayne has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Cale Giese, Mayor of the City of Wayne, Nebraska, do hereby proclaim

**April 25, 2025, as ARBOR DAY**

in the City of Wayne, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and to support our City's urban forestry program.

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Wayne, Nebraska, to be affixed this 1<sup>st</sup> day of April, 2025.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Cale Giese, Mayor

ATTEST:

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

**MINUTES  
CITY COUNCIL MEETING  
March 18, 2025**

The Wayne City Council met in regular session at City Hall on March 18, 2025, at 5:30 o'clock P.M.

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

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

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, to approve the minutes of the meeting of March 4, 2025, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**APPROVED 3/4/25:** COONEY FERTILIZER, SE, 186926.45; OTTE CONSTRUCTION, SE, 123536.00; OTTE CONSTRUCTION, SE, 135699.00

**VARIOUS FUNDS:** ACE HARDWARE & HOME, SU, 543.85; ALERT 360, SE, 84.24; ALTEC INDUSTRIES, SU, 196078.87; AMERITAS, SE, 207.88; AMERITAS, SE, 35.00; AMERITAS, SE, 3,808.84; AMERITAS, SE, 72.00; AMERITAS, SE, 118.74; APPEARA, SE, 85.61; CASKEY, DACIA, RE, 150.00; CEDAR KNOX PUBLIC POWER DISTRICT, SE, 869.00; CENTRAL PUMP & MOTOR, SE, 6757.92; CINTAS, SU, 225.59; CITY EMPLOYEE, RE, 2383.05; CITY EMPLOYEE, RE, 2345.11; CITY OF NORFOLK, SE, 130.48; CITY OF WAYNE, PY, 128035.13; COTTONWOOD WIND PROJECT, SE, 15957.34; DEARBORN LIFE INSURANCE COMPANY, SE, 3453.38; DUTTON-LAINSON COMPANY, SU, 310.09; EAKES OFFICE PLUS, SE, 180.61; ELLIS HOME SERVICES, SE, 1131.50; FITZGERALD, VETTER, TEMPLE, BARTELL & HENDERSON, SE, 1137.50; FLOOR MAINTENANCE, SU, 535.46; GERHOLD CONCRETE, SU, 290.00; OGROSSENBURG IMPLEMENT, SU, 1056.82; HILAND DAIRY, SE, 241.95; ICMA, SE, 617.03; ICMA, SE, 210.87; ICMA, SE, 170.50; ICMA, SE, 272.00; ICMA, SE, 158.98; ICMA, SE, 11539.95; ICMA, SE, 1286.94; ICMA, SE, 572.26; ICMA, SE, 148.60; ICMA, SE, 270.84; ICMA, SE, 369.23; IRS, TX, 4983.94; IRS, TX, 22.78; IRS, TX, 97.38; IRS, TX, 40.84; IRS, TX, 21310.92; IRS, TX, 14518.01; JOHN'S WELDING AND TOOL, SU, 28.56; KTCH, SE, 170.00; LUTT OIL, SU, 10106.61; MIDWEST LABORATORIES, SE, 167.57; MUNICIPAL SUPPLY, SU, 4462.51; NDEE-FISCAL SERVICES, SE, 5100.00; NE DEPT OF REVENUE, TX, 6642.44; NE DEPT OF REVENUE, TX, 29.11; NE DEPT OF REVENUE-COMPLIANCE DIV, RE, 392.15; NEBRASKA JOURNAL LEADER, SE, 259.08; NPPD, SE, 8250.24; NORFOLK DAILY NEWS, SE, 320.70; NNEDD, SE, 992.50; NORTHWEST ELECTRIC, SU, 1532.36; ODEYS, SU, 1806.20; OLSSON, SE, 186926.45; OLSSON, SE, -186926.45; ONE OFFICE SOLUTION, SU, 440.00; O'REILLY AUTOMOTIVE STORES, SU, 260.11; OTTE CONSTRUCTION COMPANY, SE, 2278.00; OVERHEAD DOOR, SU, 540.00; PIP MARKETING, SIGNS & PRINT, SU, 3210.26; PLUNKETT'S PEST CONTROL, SE, 50.54; QUALITY 1 GRAPHIC, SU, 100.00; QUILL CORPORATION, SU, 108.81; SEARS AUTO SALES & TOWING, SE, 75.00; STAN HOUSTON EQUIPMENT, SU, 575.00; STAPLES, SU, 232.54; STATE NEBRASKA BANK & TRUST, SE, 68.48; SURBER, MCKENZIE, RE, 150.00; US BANK, SU, 19916.64; US FOODSERVICE, SE, 2105.13; WAYNE AMERICA, SE, 294.00; WAYNE AUTO PARTS, SU, 871.66; WAYNE COUNTY CLERK, SE, 50.00; WAYNE COUNTY TREASURER, SE, 13729.97; WAYNE HERALD, SE, 1354.00; WAYNE HERALD, SE, 2887.92; WAYNE HERALD, SE, 52.00; WAYNE HERALD, SE, 190.00; WAYNE VETERINARY CLINIC, SE, 308.00; WESCO, SU, 22544.74; WAPA, SE, 25327.30; WINSUPPLY, SU, 520.00; ALLO, SE, 1269.63; APPEARA, SE, 54.51; BAKER & TAYLOR BOOKS, SU, 489.86; BIG RIVERS ELECTRIC CORPORATION, SE, 227142.54; BLACK HILLS ENERGY, SE, 5606.14; BOMGAARS, SU, 1689.96; CARLSON WEST POVONDRA ARCHITECTS, SE, 2347.10; CITY EMPLOYEE, RE, 247.82; CITY EMPLOYEE, RE, 2271.54; CITY EMPLOYEE, RE, 188.77; DAS STATE ACCTG-CENTRAL FINANCE, SE, 74.73; DEMCO, SU, 13983.49; DETROIT SWITCH, SU, 652.00; EAKES OFFICE PLUS, FE, 40.49; ED M. FELD EQUIPMENT, SU, 420.00; ELLIS HOME SERVICES, SE, -1,131.50; ELLIS, SE, 141.50; FAITH REGIONAL PHYSICIAN SERV, SE, 80.00; FIRST CONCORD GROUP, SE, 4428.62; FLOOR MAINTENANCE, SU, 1400.04; GALE/CENGAGE LEARNING, SU, 159.84; GRAINLAND ESTATES, RE, 1399.49; GROSSENBURG IMPLEMENT, SE, 226.83; GROSSENBURG IMPLEMENT, SU, 83.42; GUARANTEE ROOFING, SE, 539.00; GUARANTEE ROOFING, SE, 831.00; INGRAM LIBRARY SERVICES, SU, 498.63; JOHNSON HARDWARE, SU, 427.00; JOHNSON HEALTH TECH RETAIL, SU, 680.97; KASEYA, SE, 9842.58; LINCOLN WINWATER WORKS, SU, 887.46; MAIN STREET GARAGE, SE, 235.00; MICHAEL KAY, KEVIN KAY & ANDREW JOHNSON, RE, 400000.00; MICRO FOCUS (US), SE, 4265.29; MIDWEST TAPE, SU, 38.23; MOMAR INCORPORATED, SU, 729.35; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 140.00; STAN HOUSTON EQUIPMENT, SU, 85.00; TYLER TECHNOLOGIES, SU, 2127.00; WAHLTEK, SU, 6760.00; WAHLTEK, SU, -6760.00; WESCO, SU, 65589.93; WINSUPPLY, SU, 755.00

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

Diane Bertrand, Senior Center Director, gave a report on what is taking place at the Senior Center.

Diane Bertand, Senior Center Coordinator, requested Council consideration to approving the submission of the Senior Center Budget to the Northeast Nebraska Area Agency on Aging. The Senior Center must apply for State funding for the meal program, and Council must approve the budget to be submitted to the Northeast Nebraska Area Agency on Aging. In addition, she requested Council action on acceptance of the 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.

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

The following Resolution is an annual requirement to obtain funding from the Nebraska Department of Transportation to help pay for the operating costs of the local public transportation program.

Councilmember Brodersen introduced Resolution 2025-12, and moved for its approval; Councilmember Houser seconded.

#### RESOLUTION NO. 2025-12

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS FOR THE OPERATION OF THE WAYNE PUBLIC TRANSPORTATION SYSTEM.

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

The following Resolution is needed for the grant funds received by the State of Nebraska for the Senior Center transit program.

Councilmember Karsky introduced Resolution 2025-13, and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2025-13

A RESOLUTION SUPPORTING THE APPLICATION FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS AND APPROVING LOCAL MATCH (\$71,158).

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

Mayor Giese stated that it was now past 5:30 p.m., at which time a public hearing was to be held to obtain public comment prior to the consideration of a Resolution approving a redevelopment plan for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”) for the following real estate:

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

The notice of the public hearing was published in the Wayne Herald on February 27, 2025, and March 6, 2025, and was mailed by United States Certified Mail, return receipt requested, sufficient postage affixed, to all parties required by Section 18-2115 of the Act. Mayor Giese opened the public hearing and invited all interested persons to be heard.

Mitch Sawyer, on behalf of Quad County Property Management, LLC, is requesting tax increment financing for a project consisting of a 30 unit (15 duplex structures) housing development and construction of 2 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.

The Redevelopment Plan has gone before the Community Redevelopment Authority and then Planning Commission for review and approval. The recommendation of the Planning Commission is to approve the Plan. The next step will be to go back before the Community Redevelopment Authority for approval of the Redevelopment Contract and the issuance of the bond.

All persons desiring to be heard having been heard (Mitch Sawyer, Chad Dorcey, Jean Dorcey, Deb Hammer, Luke Virgil, Wayne America, Inc., and Isaac Kreikemeier, JEO Consulting Group), the Mayor closed the public hearing.

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

Councilmember Brodersen introduced Resolution No. 2025-14 and moved for its approval; Councilmember Webber seconded the motion.

#### RESOLUTION NO. 2025-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, APPROVING A REDEVELOPMENT PLAN AS CONTAINED IN A REDEVELOPMENT CONTRACT; MAKING FINDINGS WITH REGARD TO SUCH PLAN AND APPROVING OTHER ACTION THEREON (QUAD COUNTY PROPERTY MANAGEMENT, LLC, PROJECT).

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

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to a 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.

Joel Hansen, Street and Planning Director, advised the Council 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, the Comprehensive Plan and staff's recommendation.

Mitch Sawyer was present to answer questions.

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

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

Councilmember Brodersen introduced Ordinance No. 2025-6 and moved for its approval; Councilmember Houser seconded.

#### ORDINANCE NO. 2025-6

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Mayor Giese declared the time was at hand for the public hearing on the land acquisition from Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust. The legal description is PT

Lot 4 and 1.5 feet of the vacated alley, Block 29, Original Wayne, Wayne County, Nebraska. The purchase price is \$196,000.

Larry and Olga Lindsay were present to answer questions.

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

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

Councilmember Spieker introduced Resolution 2025-15, and moved for its approval; Councilmember Webber seconded.

#### 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 FOR \$196,000.

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

The following Resolution and Ordinance pertain to the sale of real estate to Larry C. Lindsay and Olga J. Lindsay, Trustees of the Lindsay Family Trust for \$345,000. This is the former Final Touch building. The legal description is 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,

Councilmember Karsky introduced Resolution 2025-16, and moved for its approval; Councilmember Bratcher seconded.

#### 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, FOR \$345,000.

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

Councilmember Spieker introduced Ordinance No. 2025-7, and moved for approval thereof; Councilmember Webber seconded.

#### 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, FOR \$345,000.

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

Councilmember Houser made a motion, which was seconded by Councilmember Brodersen, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to move for final approval of Ordinance No. 2025-7. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Roger Protzman, Engineer with JEO Consulting Group, Inc., was present to review the plans and specifications for the "City of Wayne Well House and Municipal Well 2025-1 Project." Well No. 12 will be located about a quarter mile west of Well No. 9. This is the next step for designing and bidding the new well project with JEO. The estimate of cost for this project is: well drilling (test well) - \$435,000; production well and main - \$900,000.

Councilmember Eischeid introduced Resolution 2025-17, and moved for its approval; Councilmember Houser seconded.

#### 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.

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

The following Resolution would approve the “Letter Agreement” with Olsson for design and bidding services on the “Prairie Park Phase 4 Project.” This agreement provides for a paving design of the 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. In addition, the project design includes the completion of storm sewer in the east ditch. The fee for said services is a lump sum fee of \$195,000.

Jordan Utesch, Engineer representing Olsson, was present to answer questions.

Councilmember Eischeid introduced Resolution 2025-18, and moved for its approval; Councilmember Houser seconded.

#### 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” - \$195,000.

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

Roger Protzman, JEO Consulting Group, Inc., presented a Professional Service/Consultant Agreement regarding the “Wayne 7<sup>th</sup> Street Trail Project” – CDBG 22-PW-008. This agreement is being amended to comply with and include Federal language according to Community Development Block Grant requirements. In addition, the termination date was changed from October 19, 2024, to December 30, 2025.

Councilmember Brodersen introduced Resolution 2025-19, and moved for its approval; Councilmember Bratcher seconded.

#### 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).

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

Mayor Giese requested Council consideration to appointing Councilmember Bolte to the Facilities Building Committee.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the appointment of Councilmember Bolte to the Facilities Building Committee. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Discussion took place regarding the selection of an agent for assistance with the Southwest Power Pool Market Participant duties. A representative from NextEra was present to answer questions. Mayor Giese thought the Council needed to get an apples-to-apples comparison from Dave Peterson, JEO, with a focus on fee pricing between the two finalists. After further discussion, no action was taken on the matter.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:02 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,161.39
AMERITAS LIFE INSURANCE	AMERITAS ROTH	217.30
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,861.38
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	120.13
APPEARA	LINEN & MAT SERVICE	124.48
ARDUSAR, SHARON	AUDITORIUM DEPOSIT REFUND	200.00
B & D SECURITIES LLC	CAMERAS	12,335.36
BEIERMANN ELECTRIC	REWIRE TREATMENT PLANT MOTOR	135.00
BORDER STATES INDUSTRIES, INC	SNAP ON CLAMPS FOR GROUND SETS	619.15
BRADY WORLDWIDE INC.	REFLECTIVE LETTERS AND NUMBERS	1,966.09
BRUCKNER, BRIAN	ENERGY INCENTIVE	500.00
CARHART LUMBER COMPANY	ADA CLOSER/FASTENERS	111.98
CARROT-TOP INDUSTRIES	PRAIRIE PARK FLAGS	625.42
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	502.00
CITY OF WAYNE	PAYROLL	126,200.54
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	537.60
DGR & ASSOCIATES CO	NORTHEAST SUBSTATION/GENERATION PLANT	30,820.50
DISCOUNT FURNITURE	COUNCIL CHAIRS	5,135.00
DUTTON-LAINSON COMPANY	REPAIR TOOL	344.92
EAKES OFFICE PLUS	POLICE COPY CHARGES	158.77
EMBASSY SUITE	CANCELED ROOM CHARGE-NMPP ENERGY CONF (SNOW)	298.00
FAIRFIELD INN - KEARNEY	RURAL WATER CONFERENCE	737.70
FASTWYRE	TELEPHONE CHARGES	922.21
FLOOR MAINTENANCE	MIRRORS/JANITORIAL SUPPLIES	892.24
FREDRICKSON OIL CO	OIL	910.99
GROSSENBURG IMPLEMENT INC	HOSE/FITTINGS/FILTERS	470.30
HAMMER, MELISSA	FREEDOM PARK DEPOSIT REFUND	150.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	112.58
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	102.69
HOLIDAY INN OF KEARNEY	LODGING-SNOWBALL CONFERENCE	749.70
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	272.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	214.81
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	170.50
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	572.26
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	369.23
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	270.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,286.94
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	148.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	617.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	158.98

Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	11,421.40
IRS	MEDICARE WITHHOLDING	4,952.62
IRS	FEDERAL WITHHOLDING	14,511.93
IRS	FICA WITHHOLDING	21,176.32
JACK'S UNIFORMS	POLICE UNIFORMS	269.00
JEO CONSULTING GROUP	NEW WELL/MASTER AGREEMENT	13,310.67
LYLE'S GARAGE DOOR SERVICE	KEY PADS FOR BAY DOORS	152.00
MARCO INC	COPIER LEASE	265.02
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MARRIOTT HOTELS	LODGING-LEAGUE MIDWINTER CONFERENCE	977.00
METRO ELECTRIC	REPLACE RECEPTACLE - IT RACKS	161.17
MOTOROLA SOLUTIONS, INC	RADIO REPLACEMENT/UPGRADE	46,942.38
NE DEPT OF REVENUE	STATE WITHHOLDING	6,616.87
NE DEPT OF REVENUE-COMPLIANCE DIV	PAYROLL DEDUCTION	392.15
NE NEBRASKA VOLUNTEER FIREFIGHTERS ASSN	2025 DUES	50.00
NIELSEN TREE FARM	25% DEPOSIT ON TREES	2,060.00
NORFOLK TRANSMISSION	DRIVABILITY REPAIRS ON UPLANDER	736.49
NORTHEAST POWER	WHEELING CHARGES	30,712.14
NSVFA FIRE SCHOOL	2025 FIRE SCHOOL	1,242.00
O'REILLY AUTOMOTIVE STORES, INC.	HUB ASSEMBLY	350.96
OVERHEAD DOOR	REPLACE BOTTOM SECTION OF GARAGE DOOR AND HANDLE	749.00
PREMIER BIOTECH, INC.	RANDOM TESTING	251.54
QUADIENT FINANCE USA, INC	POSTAGE	999.39
ROBERT WOHLER & SONS	WATER MAIN BREAK REPAIR	5,882.50
SHARER, TIM	FREEDOM PARK DEPOSIT REFUND	150.00
STADIUM SPORTING GOODS	BASKETBALL SHIRTS	150.00
STAPLES, INC	OFFICE SUPPLIES	130.42
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	112.85
VAN DIEST SUPPLY	TORDON	218.94
VERIZON WIRELESS SERVICES LLC	CELL PHONES	674.83
WAYNE DIRT DEVILS	AUDITORIUM DEPOSIT REFUND	200.00
WISNER WEST	FD GASOLONE	152.74
	<b>Grand Total:</b>	<b>361,364.44</b>

# TAKE ACTION *for* EARTH DAY

## APRIL 2025

### ATTEND EVENTS

**April 4 @ 10am** Earth Month Chamber Coffee, Wayne Public Library

**April 6 @ 7pm** Free Earth Day movie, *Rubber Jellyfish*, Majestic Theatre

**April 11 @ 2-6pm** Recycled Read Pop Up

**April 24 @ 6pm** Recycled Denim Craft Night, Wayne Public Library

### SHOP LOCAL

**Bring your own...**

Mug to The Table for **\$1 off a drink**

Vase to I Wet My Plants and Bloom & Grace for **50¢ off flowers**

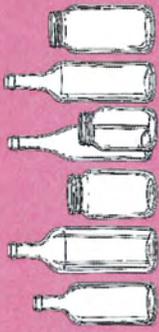
Bag to Pac n Save & Quality Foods for a **5¢ credit per bag** when you shop

### TAKE ACTION

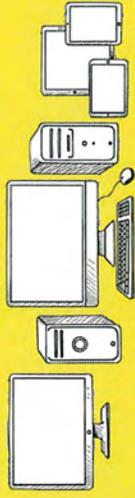
**Visit our website to...**

**Play** Recycle Right Bingo for a chance to win \$20 in Chamber Bucks

**Urge** UNL to stop releasing helium balloons



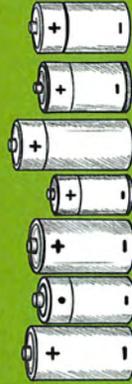
**34,000**  
pounds of glass



**14,000**  
pounds of electronics

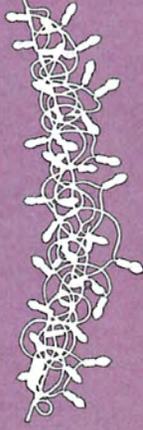


**20,000**  
pounds of Household  
Hazardous Waste

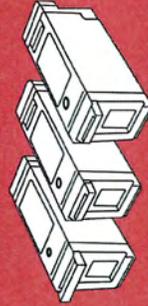


**1,000** pounds  
of batteries

**Wayne Recycled**  
**70,000**  
**Pounds in 2024!**



**400** pounds  
of light strings



**400**  
inkjet cartridges



**80** pounds  
of markers, pens  
& mechanical pencils



# TRASH & RECYCLING DATA IN WAYNE, NE

Prepared March 28, 2025

## Trends in 2024

- **We saw a big jump in trash.**
  - Trash increased 35% from 2023 to 2024, yet only increased 10% from 2022 to 2023.
- **The highest months of trash were May, June, & July.**
  - The trash during this period increased 68% from 2023 to 2024.
  - The top 3 highest months of trash in 2024 (July, May, June) increased 58% compared to 2023 (May, Oct, June).
- **May continues to be one of the highest months of trash collection.**
  - Between 2016-2024, May was in the top 3 highest months of trash two-thirds of the time.
- **Trash and recycling keep increasing.**
  - Trash has increased every year since 2020. Mixed Recycling at the RTC has also increased every year since 2021, but the volume collected by the Wayne Green Team's 7 recycling programs went down in 2024.

## WAYNE RTC TONNAGE YEAR OVER YEAR

All tonnage figures for the Wayne Recycling & Trash Center (RTC) were provided by Waste Connections 1/20/25.

WAYNE RTC MATERIAL	2016	2017	2018	2019	2020	2021*	2022	2023	2024	Change from 2023
TRASH	3,737.42	4,258.01	4,368.19	4,000.42	3,977.46	4,657.99	4,811.42	5,280.25	7,122.48	35%
MIXED RECYCLING	126.57	131.24	114.09	125.46	221.50	115.84	141.16	167.63	219.21	31%
STEEL_SCRAP	20.42	26.16	26.04	16.09	3.15	37.58	32.60	7.32	33.72	361%
BALED CARDBOARD	84.23	78.01	74.92	58.49	23.69	15.11	12.00	22.73	11.28	-50%

\*Waste Connections does not think the recycling & cardboard data in 2021 is accurate due to transition from Gill Hauling.

**3 HIGHEST MONTHS OF TRASH COLLECTION AT WAYNE RTC YEAR OVER YEAR**

	2016		2017		2018		2019		2020		2021		2022		2023		2024	
	Sep	358.50	May	407.36	Jan	486.41	May	417.42	Sep	442.74	Aug	462.05	May	477.92	May	494.73	July	781.81
Nov	353.23	Aug	403.01	Feb	485.42	July	410.15	May	388.28	Sep	459.49	June	464.32	Oct	487.26	Oct	751.71	
Aug	349.96	Sep	380.54	Mar	430.44	Aug	397.23	Aug	378.20	Oct	437.94	Oct	434.59	June	464.47	June	722.53	

**WAYNE RTC TONNAGE BY MONTH 2023 to 2024**

BY MONTH	TRASH		MIXED RECYCLING		STEEL SCRAP		BALED CARDBOARD	
	2023	2024	2023	2024	2023	2024	2023	2024
January	354.15	432.50	8.84	7.55				
February	391.12	441.54	8.25	20.30				
March	458.38	473.51	7.26	19.67	3.72	4.60	11.44	
April	437.49	578.02	7.61	22.20		3.59		
May	494.73	751.71	8.22	25.96		2.98		11.28
June	464.47	722.53	19.64	14.61		2.65		
July	428.51	781.81	11.04	23.41		3.42		
August	459.60	606.28	22.91	19.66	3.60			
September	428.99	592.64	11.12	18.04		9.38	11.29	
October	487.26	652.23	23.27	15.58		3.40		
November	449.44	573.52	19.43	19.98				
December	426.11	516.19	20.04	12.25		3.70		
<b>TOTALS</b>	<b>5,280.25</b>	<b>7,122.48</b>	<b>167.63</b>	<b>219.21</b>	<b>7.32</b>	<b>33.72</b>	<b>22.73</b>	<b>11.28</b>

## WAYNE GREEN TEAM'S RECYCLING PROGRAMS

Recycling by Pounds	Year Started	2018	2019	2020	2021	2022	2023	2024	YOY Total since 2013
Batteries	2016	558	615	319	907	1,112	947	1,047	5,573
Electronics	2013	17,871	17,127		24,655	13,650	15,685	13,945	188,413
Glass	2016	39,500	78,700	39,560	-	99,860	144,880	34,020	511,780
Household Hazardous Waste	2016	2,920	3,810		3,040			19,937	34,093
Inkjet Cartridges	2023						45	81	126
Light Strings	2016	542	528	415	430	875	660	420	4,464
Markers	2023						35	49	84
<b>TOTAL</b>		<b>61,391</b>	<b>100,780</b>	<b>40,294</b>	<b>29,032</b>	<b>115,497</b>	<b>162,252</b>	<b>69,499</b>	<b>744,533</b>
YOY Increase		-35%	64%	-60%	-28%	298%	40%	-57%	

**Notes:**

- Glass was only picked up once in 2024. We anticipate at least two loads in 2025.
- Household Hazardous Waste happens every 2-3 years in collaboration with Northeast Nebraska RC&D, which funds the collection.
- 9 barrels of light strings will be picked up in April 2025, about double from 2024.
- Marker recycling was added in late 2023. Drop off bins are in 5 locations across Wayne.

# Wayne Public Library 2023-2024 YEAR IN REVIEW



4%  
33,584  
Library Visits



6%  
17,555  
Adult Checkouts

16%  
2,343  
Patron Cards



12,946  
Adult  
Downloaded  
Checkouts  
16%

104,063  
Library Items  
\*This includes electronic materials

### THE LIBRARY RECEIVED SUPPORT FROM:

- WPL Foundation
  - Staff Recognition
  - Bressler Trust
    - Large Print Books
    - Games
    - Puzzles
    - Audiobooks
    - Book Kits
    - Spanish Collection
    - Young Adult Graphic Novels
- Community Businesses for SRP
- Private Donations
- Memorials
- Friends of WPL
  - Sweet Taste of Wayne
  - Mini Art Kits
  - Easter Egg Hunt
  - Summer Reading Program
  - Reading Challenge Prizes
  - Staff Recognition
- Community Chest
  - Books for Babies and Books Before Challenges

32,287  
On Shelf Items 5%

26,303  
Online Audiobooks 0%

39,997  
Ebooks 12%

3  
Databases

109  
Materials  
loaned to other  
libraries  
10%

19,988  
Electronic Items  
Borrowed  
\*ebook/audio, borrowed by other Nebraskan patrons  
6%



21,975  
Youth Checkouts  
7%

2,834  
Computer  
Lab Uses  
16%



1,753  
Youth  
Downloaded  
Checkouts  
10%



# Summer Reading Program 2024



2023-2024 was a year of finding a new rhythm for the library as new staff have settled into their roles, Nicole J. as the Adult Services and Marketing Librarian, and Aleisha R. as the Youth Services Librarian. Stepping into roles and programs well established by their predecessors, meant a large learning curve for them and they focused their efforts to on how to make the programs their own.

Aleisha focused on offering more opportunities to connect with the teens by adding a monthly “Lo-Fi” program where the focus was on disconnecting from technology and focus on the present. She also continued to offer Toddler Time, After School Coloring and outreach to the 6 preschools in the community. After School Story Hour became Beyond the Bell and focus turned to offering an activity to try to keep the youth better engaged. With the positive response to Trivia Nights for adults, library staff worked to develop two family trivia events: Superhero Trivia and Disney Trivia which went over well. Other special programs offered throughout the year: Trick Or Treat at the Library on Halloween, Santa at the Library, and the Annual Easter Egg Hunt.

Summer Reading Program was a return to a higher participation of those signed up then we had seen since the pandemic. Of the 385 patrons that registered, 292 participated by attending a program, a 43% increase over participation in the previous year. There were programs offered for different ages on Tuesdays through Fridays for 10 weeks of summer, including new teen programs on Fridays which had 26 participants, an 86% increase. The program kicked off with a Carnival for the second year, expanded to include new games and moved to a Saturday to allow for more families to attend, and with the generosity in support from the community we were able to also offer a special program of Wildlife Encounters. Other successful programs included a Mario Kart tournament, a create your own racetrack day, and virtual tours to different countries and wonders of the world.

Our library was approached to be a location for Calibraska Art Initiative and we offered the Nickelodeon Summer Art Camp for 6 weekly programs in June/July. Participants were able to learn drawing techniques from Nickelodeon animated artists, as well as hear more about the career of animated artists.

This fall, Aleisha completed the Kiwanis Community Grant application to receive funding to purchase items offering a new sensory stay & play time. September was the trial of the program, and with positive feedback from the parents of attendees, the program continues to be developed.

For adults, Nicole continued the established programs of a monthly craft night, coloring night, and book club. We had an opportunity to work with a Wayne State College art class to offer multi-cultural nights in November/December of 2023, which were very well received by the community. Students presented about different cultures from around the world and then taught attendees how to create a variety of art – from bead weaving, paint from natural pigments, shadow puppet, and more over the 8 programs. A monthly tech class evening was started, to try to promote staff ability to help with simple technology questions and offer a set time to help patrons with library services that are online including our online card catalog, databases, and Libby app. Also offered were more formal classes on Microsoft Office Excel and Google Suites.

Spice club transitioned into a herb club for the 2nd year of offering, but challenge of meeting the cost along with the lack of interest in a community pot-luck as the outcome meant we ended the club in September.

We offered the 2nd year Sweet Taste of Wayne program, moving the program to the auditorium to better host the bakers and allow for more seating for the attendees to be able to enjoy sampling the variety of items made by the community. This now annual event continues to be a fundraiser for the Friends of the Library group and will hopefully continue to grow.

Also with the ongoing success of the trivia programs hosted at the local brewery, staff took on the most demanding season, offering 8 trivia programs during the fiscal year. Trivia themes included Movie Trivia, along with trivia from different decades, and Fandom Trivia. The participants enjoy and would love to see more trivia options, but creating themes and coming up with 70 questions every month proved challenging for staff to keep up with, and plans were to return to 4 trivia programs for the next year.

Adult Summer Reading Program had great registration and participation in reading. Patrons enjoyed the special programs of a Puzzle Race (which has continued to be offered every other month with the positive response) and an Adult Spelling Bee (which will hopefully become an annual event). 20 of the registered patrons turned in their reading, a 100% increase from the 10 of the previous year. Nicole worked with Humanities Nebraska to bring in guest speaker Jeff Barnes, which was enjoyed by members of community.

Staff continued to focus on outreach efforts continuing to offer the Home Delivery program of bimonthly deliveries to area home bound patrons. In an effort to find new opportunities, the Library attended the Elementary School Wellness Fair where staff promoted how the library can support community efforts of wellness and highlighted the upcoming Summer Reading Program. Another opportunity was to be a part of the Wayne State College Welcome Walk at the beginning of the college year, where staff helped students sign up for library cards, promoted the Friends Recycled Read bookstore, and our upcoming fall programs.

Director Heather H. worked to bring back a Library Aide position, hiring 3 new staff in summer of 2024. This allowed for staff to be better able to serve the community and keep up with library tasks. With Library Aides focusing on helping maintain collection by shelving items, completing shelf lists (to better check collection for missing items), along with other basic tasks, the Library Assistants have been able to keep up with special tasks such as Book Repair, bulletin boards, processing new items, and Newspaper Obituary Project to name a few. Nicole as the Adult Services and Marketing Librarian taking on interlibrary loan requests, automatic renewals and overdue notices, in addition to programming and marketing allowed us to have better communication with patrons about their accounts helped decrease the number of overdue accounts over the year. Having a work week response to Inter-library loan helped increase the number of items we were able to send to other libraries 49%.

Heather worked with the Library Board to continue to review policies, and also focused on responding to the increasing diversity by working with the local High School Spanish teacher to update library produced registration forms to have both English and Spanish. Also efforts to continue to expand bilingual books for youth, and funding was secured to add Spanish chapter books to the collection.

Another focus for Heather was on securing funding to separate ebook/online audiobook from physical media purchased. This has allowed the library to continue to purchase DVD and physical audiobooks for the collection, but also develop a local collection of online items. Previously, the Library had been utilizing the Bressler Funds to support the physical collection, and focusing a majority of the budget on online resources. With this change it will allow Bressler Funds to support other library collection items. Since 2019, the Bressler Funds have been utilized to add over \$17,000 worth of Playaways and Yoto players to meet the changing technology needs for audiobooks, especially as the library continues to sustain 4 physical formats of Books on CD, Playaway, YOTO players, Voiced Books in addition to the online audiobooks.

Continuing to stay up to date with technology, the Library has taken steps to be able to offer text messages in addition to email for contacting patron. This has helped with decreasing the number of overdues, hold pick-ups being prompt, and accounts being updated on an annual basis.

The Friends of the Library continued to run The Recycled Read bookstore that opened last fiscal year. Community continues to use this resource and the store is volunteer run and open at least once a month on the first Saturday from 9 AM to 1 PM. The Green Team recognized the Friends of the Library group efforts by naming them the Green Team Hero for 2024.

In August 2024, the Friends hosted a Tea Party as a fundraiser, which had a great response from the community. The group feels as though they have found their annual event and plans are made to continue to host, with hopes that it will continue to expand.

Overall, the Wayne Public Library saw great response to staff efforts and have continued to grow and expand to meet the needs of our community. Thanks to the support of the city by allowing for budget increases to set our library up for success, and the Wayne Library Foundation, Friends of the Wayne Public Library and the community support that supplemented funding to allow for even further growth.



## Request for Future Agenda Item

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

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

Name: Heather Headley on behalf of Friends of WPL

Address: 410 N Pearl St 320 W 3rd St

Telephone No.: 402-375-3135 402-369-3688

Date of Request: 3/14/2025

Description of Requested Topic: FOL Tea Party @ Freedom Park shelter

August 17, <sup>2025</sup> request waive of rental fee for the fundraiser

[Back to Top](#)

**RESOLUTION NO. 2025-20**

WHEREAS, BP603 LLC d/b/a "JB Mart," made application to the Nebraska Liquor Control Commission for a Retail Class B Liquor License at 603 Main Street, Wayne, Wayne County, Nebraska; and

WHEREAS, said application has been forwarded to the City of Wayne for public hearing and recommendation by the City Council; and

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on March 20, 2025; and

WHEREAS, a hearing was held on April 1, 2025, and all persons desiring to present evidence for or against said application were heard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the application of the license aforementioned be recommended for approval to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 1<sup>st</sup> day of April, 2025.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**Betty McGuire - [External] NLCC Review Required**

---

**From:** <lcc.noreply@nebraska.gov>  
**To:** <betty@cityofwayne.org>  
**Date:** 3/13/2025 11:30 AM  
**Subject:** [External] NLCC Review Required

---

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: New License Application  
Job Number: 77684

License Type: Class B Beer Off Sale Only  
Secondary Licenses: N/A

Licensee: BP603 LLC  
Premises Name: JB Mart  
Premises Address: 603 Main St Wayne, NE 68787-1950  
Premises Type: Convenience with Gas

CLERKS: For NEW APPLICATION jobs (not amendments) there are two key time frames to keep in mind:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

Thank you,  
Nebraska Liquor Control Commission

**This is an automated email message. Please do not reply to this email address.**



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 77684

LICENSE TYPE

Class B Beer Off Sale Only

APPLICATION DATE RECEIVED

2025-03-03

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

BP603 LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

JB Mart

CORPORATE NUMBER

INCORPORATION DATE

2025-02-04

CORRESPONDENCE ADDRESS

PO Box 220  
Osmond, NE 68765

MAILING ADDRESS

PO Box 220  
Osmond, NE 68765

PHYSICAL ADDRESS

603 Main St  
Wayne, NE 68787-1950

CONTACT NAME

Walter Aschoff

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 640-9005

ALTERNATE PHONE

(402) 748-3551

FAX

(402) 748-3027

EMAIL

ttauber@cornerstone-  
nebraska.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Walter J Aschoff	President		100

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 115883 (Active) - Class D Beer, Wine, Spirits Off Sale Only (May 01, 2024 - Apr 30, 2025)  
JB MART (JB MART INC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Convenience with Gas

PREMISES NAME

JB Mart

OPERATOR

Walter Aschoff

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

603 Main St  
Wayne, NE 68787-1950

MAILING ADDRESS

CONTACT NAME

Walter Aschoff

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 640-9005

ALTERNATE PHONE

(402) 748-3551

FAX

(402) 748-3027

EMAIL

ttauber@cornerstone-nebraska.com

PREMISES MANAGER

Walter Aschoff

PREMISES MANAGER EMAIL

walter@aschoffconstruction.com

QUESTIONS

### **Class B Beer Off Sale Only**

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*  
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L58, W52

3. Will a basement be used for alcoholic storage or sale?

No

4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

First floor

5. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

6. Is premises to be licensed within 300 feet of a college campus or university?

No

7. Are you acquiring any alcohol prior to obtaining this liquor license?

Yes

(document uploaded)

8. What date do you intend to open for business?

3/3/2025

9. What are the anticipated hours of operation?

6am-10pm Monday - Saturday

7am-8pm Sunday

10. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Midwest Bank

11 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

12 Is anyone listed on this application a law enforcement officer?

No

13 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Midwest Bank

Elkhorn Valley Bank

Walter J Aschoff

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

I have other convenience stores that sell alcohol.

15 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

16 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

17 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

108525

075490

103337

122893

118873

18 Has the premises location been previously licensed within the last 2 years?

Yes

19 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

20 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Walter J Aschoff

21 What is the manager's address?

86515 Hwy 121

Osmond, NE 68765

22 What is the manager's phone number?

4026409005

23 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Pierce

24 What is the manager's email address? An email will be sent to them to obtain their personal information.

walter@aschoffconstruction.com

## 25 Is the manager married?

Yes

Michele Aschoff

walter@aschoffconstruction.com

### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Purchase Agreement - Addendum Signed by both parties.pdf	purchase
Alcohol Inventory	Beer inventory.xlsx	Beer inventory
Business Plan	Business Plan.docx	Business plan
Lease / Deed / Purchase Agreement	Business Purchase Agreement.pdf	Purchase agreement
Additional Document	Church letter.pdf	Church letter
Church within 150' waiver	Church within 150' waiver.pdf	Church waiver
Privacy Act Statement	Fingerprint Submission - Privacy Act Statement.pdf	Privacy statement
Premises Description & Diagram	Site plan.jpg	Site plan
Additional Document	Spousal.pdf	Spousal
Temporary Operating Permit (TOP)	TOP.pdf	TOP
Additional Document	Walter Aschoff - Fingerprints.pdf	Fingerprints

### APPLICANT

Toni Tauber

## DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

**Applicant Notification and Record Challenge:** An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



## Additional Information Requested

File Number: 77684

LICENSE TYPE

Class B Beer Off Sale Only

ADDITIONAL INFORMATION DATE  
RECEIVED

2025-03-05

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

BP603 LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

JB Mart

CORPORATE NUMBER

INCORPORATION DATE

2025-02-04

CORRESPONDENCE ADDRESS

PO Box 220  
Osmond, NE 68765

MAILING ADDRESS

PO Box 220  
Osmond, NE 68765

PHYSICAL ADDRESS

603 Main St  
Wayne, NE 68787-1950

CONTACT NAME

Walter Aschoff

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 640-9005

ALTERNATE PHONE

(402) 748-3551

FAX

(402) 748-3027

EMAIL

ttauber@cornerstone-  
nebraska.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Walter J Aschoff	President		100

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 115883 (Active) - Class D Beer, Wine, Spirits Off Sale Only (May 01, 2024 - Apr 30, 2025)  
JB MART (JB MART INC)

ADDITIONAL INFORMATION REQUESTED

I need a copy of the original Purchase Agreement before I can move your application along or issue your Temporary Operating Permit (TOP). Please submit the original agreement using this one time link. Please contact me if you have any questions. Hannah Teinert 402.471.2735 or [hannah.teinert@nebraska.gov](mailto:hannah.teinert@nebraska.gov)

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Originl Purchase Agreement - Both Parties Signed.pdf	

APPLICANT

Toni Tauber

# WAIVER FORM FOR APPLICATION WITHIN 150' OF CHURCH

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

§53-177(2) If a proposed location for the sale at retail of any alcoholic liquor is within 150' of any church, a license may be issued if the commission gives notice to the affected church and holds a hearing as prescribed in §53-133

The plain, ordinary, and popular meaning of the word "church" includes a building in which people assemble for the worship of God and for the administration of such offices and services as pertain to that worship, a building used predominantly for the honor of God and religion, and a place where persons regularly assemble for worship. A building which is used predominantly for the honor of a religion would likewise include buildings in which people assemble for non-Christian worship, such as a mosque, a synagogue, or a temple. *City of Omaha v. Kum & Go*, 263 Neb. 724, 642 N.W.2d 154 (2002). Distance between church and place where intoxicating liquor is sold is measured in a straight line between the nearest walls of the two buildings. *Calvary Baptist Church v. Coonrad*, 163 Neb. 25, 77 N.W.2d 821 (1956).

## PREMISES INFORMATION

Trade Name (doing business as) JB Mart  
Street Address 603 Main St  
City Wayne County Wayne Zip Code 68787

## CHURCH INFORMATION

Provide letter of support if there is no opposition to the license being issued

Name of Church: First United Methodist  
Address of Church: 516 Main St Wayne, NE 68787  
Contact Person Pastor Nick Baker  
Phone Number 402-677-5130

## DISTANCE FROM AFOREMENTIONED CHURCH

60 FEET

## AMOUNT AND FREQUENCY OF SERVICES HELD AT CHURCH (if known)

one time per week

## ADDENDUM TO PURCHASE AGREEMENT

This Addendum is made and entered into this 31<sup>st</sup> day of January, 2025, to that certain Purchase Agreement for property in Wayne County, Nebraska, with an effective date of October 25, 2024, (executed by and on behalf of Seller on October 25, 2024 and executed by and on behalf of Buyer on October 29, 2024) by and between DLMT Properties, LLC, a Nebraska limited liability company ("Seller") and Benchmark Capital, L.L.C., a Nebraska limited liability company ("Buyer").

WHEREAS, Seller and Buyer entered into the above-referenced Purchase Agreement regarding, *inter alia*, the real property legally described as follows:

Lots 7, 8, 9, and 10, Block 4, North Addition to the City of Wayne, Wayne County, Nebraska, except that portion previously conveyed to the State of Nebraska, Department of Roads, as set forth in Warranty Deed recorded June 30, 2005, on Document No. 050845, in the records of Wayne County, Nebraska, together with all appurtenances thereto belonging and now thereon.

WHEREAS, Seller and Buyer desire to amend the original Purchase Agreement to extend the closing of the sale contemplated in the Purchase Agreement and to add an additional entity as the Seller of the Inventory contemplated in the original Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby agree as follows:

1. The closing date of the sale described in the Purchase Agreement shall be changed from February 1, 2025 to, on or before March 7, 2025, or at such other time and place as the parties may agree.
2. Addition of Seller
  - 2.1 The parties hereby agree to amend the original Purchase Agreement to add JB Mart, Inc. as the Seller of Inventory (hereinafter referred to as "Inventory Seller"), said Inventory being referenced at Paragraph B ("Inventory") on Page 3 of the original Purchase Agreement.
  - 2.2 Inventory Seller shall be bound by all terms and conditions of the original Purchase Agreement as they pertain to the sale of inventory, unless explicitly modified by this Addendum.
  - 2.3 Inventory Seller agrees to sell, and Buyer agrees to purchase, the inventory as described in Paragraph B ("Inventory") on Page 3 of the original Purchase Agreement (the "Inventory").
  - 2.4 Payment for the Inventory shall be made by Buyer directly to Inventory Seller in accordance with Paragraph B ("Inventory") on Page 3 of the original Purchase Agreement, unless otherwise specified in this Addendum.
3. At Paragraph 7 on page 3 of the Original Purchase Agreement, the references to the parties were mistakenly transposed, and the Original Purchase Agreement is hereby amended at Paragraph 7 on Page 3, as follows:

"Seller is not selling and Buyer is not Buying the Seller's: liquor license, cash on hand, nor the tradename."

4. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
5. Electronic signatures shall be deemed to be acceptable for execution and ratification of this Addendum.
6. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Addendum as of the date first above written.

DLMT PROPERTIES, L.L.C., Seller

BY: Matthew J. Jansen  
Matthew J. Jansen, Authorized Member

BENCHMARK CAPITAL, L.L.C., Buyer

BY: Walter Aschoff  
Walter Aschoff, Authorized Member

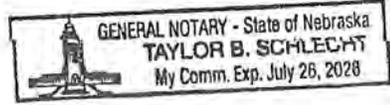
JB MART, INC., Inventory Seller

BY: Matthew J. Jansen  
Matthew J. Jansen, Vice-President, Director

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF Cuming    )

The foregoing instrument was acknowledged before me on this 31st day of January, 2025, by Matthew J. Jansen, authorized Member of DLMT PROPERTIES, L.L.C., a Nebraska limited liability company, Seller.

Taylor B. Schlecht  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF Pierce ) ss.

The foregoing instrument was acknowledged before me on this 4<sup>th</sup> day of February, 2025 by Walter Aschoff, authorized Member of BENCHMARK CAPITAL, L.L.C., a Nebraska limited liability company, Buyer.

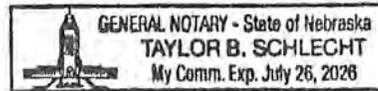


Becky R. Jensen  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Cuming ) ss.

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of January, 2025, by Matthew J. Jansen, Director and Vice-President of JB Mart, Inc., a Nebraska Domestic Corporation, Inventory Seller.

Taylor B. Schlecht  
Notary Public



# Nebraska Secretary of State

## BP603 LLC

Wed Mar 5 07:24:51 2025

**SOS Account Number**

2502071533

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

WALTER J. ASCHOFF  
86360 HIGHWAY 121  
OSMOND, NE 68765

**Designated Office Address**

323 N STATE STREET  
PO BOX 220  
OSMOND, NE 68765-0220

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Feb 04 2025

**Next Report Due Date**

Jan 01 2027

### Filed Documents

Filed documents for BP603 LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Feb 04 2025	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

# General Information

The BP603 LLC dba JB Mart is a gas station/convenience store.

This store will continue to operate in the same capacity as it has been with prior owners. Items such as coffee, breakfast items, lunch items, candy bars, non-alcoholic beverages.

There will be beer available in this establishment.

BP603, LLC will be a newly formed Nebraska company and recognized as a limited liability company.

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RESOLUTION

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. XL22502, PROJECT NAME: City of Wayne Bike/Hike Trail on HWY 35

Be it resolved by the City of Wayne, Nebraska, that:

1. The City shall enter into an Agency Agreement with the Nebraska Department of Transportation for Agreement No. XL2502 for the purpose of constructing a Bike/Hike Trail on Hwy 35 within the corporate limits of the City of Wayne.
2. The Mayor of the City Council is hereby authorized and directed to execute said agreement on behalf of the City of Wayne.
3. This resolution will be marked Exhibit "B" and a copy attached to the Original Agreement.

PASSED AND APPROVED THIS      DAY OF \_\_\_\_ , 20\_\_

\_\_\_\_\_  
Mayor

**EXHIBIT "B"**

## TRAIL AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
CITY OF WAYNE  
N-35/7TH STREET TRAIL:

**THIS AGREEMENT** is between CITY OF WAYNE, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

### **WITNESSETH:**

**WHEREAS**, Municipality plans to construct a hike-bike trail along Nebraska State Highway 35 (N-35), a part of which will be constructed on State's right-of-way, at the location shown on Exhibit "A"; and

**WHEREAS**, the hike-bike trail is described generally as follows:  
Starting approximately 250 feet north of the N-35 and 575<sup>th</sup> Avenue intersection, the trail proceeds south on the west side of 575<sup>th</sup> Avenue towards the intersection where it enters State Right of Way. The trail continues to the east along the north side of N-35 until leaving State Right of Way just east of the N-35 and Haas Avenue intersection. The trail continues for approximately 500 feet outside of State of Right of Way before re-entering and continuing east until tying into the existing sidewalk system adjacent to Greenwood Cemetery. References in this Agreement to "Trail" or "Trail Project" include the trail and all associated appurtenances.

**WHEREAS**, Neb. Rev. Stat. § 39-1359 requires State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because Trail will be located directly north of N-35 within the right-of-way, therefore Municipality is required to obtain a permit to occupy the right-of-way for Trail; and

**WHEREAS**, pursuant to Neb. Rev. Stat. §39-1339 Municipality shall be responsible for the maintenance of the Trail; and

**WHEREAS**, Municipality is willing to obtain and maintain in force insurance in the amounts required herein by State, or at least prove to State that Trail has been added to the areas covered by Municipality existing liability insurance coverage, for at least the part of the Trail located on or over the State highways; and

**WHEREAS**, Municipality is agreeable to being solely responsible for all costs and liability for the design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, or removal of the Trail; and

**WHEREAS**, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

**WHEREAS**, State is willing to permit the Municipality's work on and occupation of State's property so long as that work is completed at no cost or liability to State, and

**WHEREAS**, Municipality concurs that the future State roadway improvements and maintenance activities may adversely impact Trail and that all work to design, remove, relocate, construct, reconstruct, inspect, operate, repair or maintain Trail to accommodate State's work shall be accomplished solely at Municipality's cost, and

**WHEREAS**, the Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, attached as Exhibit "B", and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

**SECTION 1. DURATION OF THE AGREEMENT**

- 1.1 *Effective Date*** -This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 *Renewal, Extension or Amendment*** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** – The duration of this Agreement and the State's Permit to Occupy the State's right-of-way shall be twenty-five years from the date of execution of the Agreement. At the completion of the twenty-five-year term, renewal for an additional twenty-five-year term shall be automatic unless the State notifies the Municipality one calendar year in advance of the end of the initial twenty-five-year term. The renewal shall not be unreasonably denied by State. At the end of the second twenty-five-year term, this Agreement will terminate unless extended by supplemental agreement. The duration of

this Agreement is subject to the State's right to reconstruct N-35 as described elsewhere in this Agreement.

**1.5 Termination** - Further, State reserves the right to terminate the Agreement as provided herein.

## **SECTION 2. DESCRIPTION OF THE PROJECT**

Municipality plans to construct a hike-bike trail, a part of which will be constructed on State's right-of-way, at the location shown on Exhibit "A", attached and incorporated herein by this reference. The Trail will occupy State Right of Way parallel to N-35 from approximately RP 26+68 to RP 29+01 and from RP 29+10 to RP 29+25.

## **SECTION 3. NO COST TO STATE**

Parties expressly agree that this Agreement is executed for the benefit of Municipality and that the parties intend that all costs and liability for the design, construction, inspection, maintenance, operation, repair, reconstruction, and for the removal of the Trail and restoration of State property will be the sole responsibility of Municipality; and, except as expressly provided herein; shall be accomplished at no cost to State.

## **SECTION 4. FUNDING FOR TRAIL**

Parties agree Municipality may seek Federal funding for the Trail. Nothing in this Agreement is intended to make the Municipality ineligible for such funding.

## **SECTION 5. PLANS PREPARATION**

Municipality will prepare, or cause plans to be prepared for Municipality's Trail project. Municipality will design Trail to accommodate the existing highway drainage patterns and construct drainage facilities that are consistent with and will not adversely affect the operation of State's highway drainage facilities. Municipality will, at Municipality's sole expense, design, construct and inspect the construction of Trail. Further, Municipality will design, construct, operate, inspect, repair and maintain Trail to conform to federal and state law and rule and regulation concerning accommodation of the disabled. Municipality will, at Municipality's sole cost, maintain in good repair, operate, reconstruct, and, if necessary, remove Trail and restore State's property. When the plans for Trail are completed, Municipality will submit final plans and specifications to State for State's review. These plans shall include, but not be limited to, work zone traffic control, grading, structures, surfacing, drainage and erosion control work.

## **SECTION 6. PERMIT TO OCCUPY STATE'S RIGHT-OF-WAY**

Municipality will submit to State an application for a permit to perform work on State's right-of-way and to occupy State's right-of-way including final plans for the Trail to State for review through State's right-of-way permit process prior to work occurring on State's right of way. Municipality will conduct no construction work on State's right-of-way prior to State issuing a permit to Work on and Occupy State's right-of-way. In the event provisions of this Agreement conflict with provisions of State's permit to occupy the State's right-of-way, the provisions of this Agreement shall govern. Terms of the permit(s) that are not affected by the terms of this Agreement will remain in full force and effect.

#### **SECTION 7. CONTRACT LETTING AND CONTRACTOR INSURANCE**

The Municipality will use a competitive bidding process to let to contract the work contemplated under this Agreement. Municipality shall require a performance and payment bond of its contractor in the amount of the bid and in the form set out on Exhibit "C" attached and hereby incorporated in this Agreement. The construction contract will be between Municipality and its selected construction contractor. State requires that Municipality contractor obtain and maintain in force for the life of Municipality contract insurance coverage meeting the requirements of Exhibit "D" attached and hereby incorporated in this Agreement. Contract bids from contractors who do not provide evidence of meeting the requirements of Exhibit "D" shall not be considered.

#### **SECTION 8. CONSTRUCTION**

Municipality will complete all aspects of Trail construction at its sole cost. State has a right but not a duty to inspect the completed work or phases of the work located on State right-of-way. Any State inspection shall be conducted at State's cost. A decision on the part of State to inspect or not to inspect Municipality's work during the course of construction does not relieve Municipality of the responsibility to complete the work in accordance with the agreements of the Parties. Municipality shall blend the Trail project into State's existing highway property, as shown in the final plans. Municipality shall require its contractor to finish, restore, seed and properly finish the project so that the disturbed areas are restored consistent with the rest of the State's property.

## **SECTION 9. PROFESSIONAL SERVICES**

The professional **design** services for work to be constructed on State's right-of-way under this Agreement shall be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska ("Consultant"). Review by State of the plans and specifications and the issuing of a permit to construct the Trail does not constitute a waiver of liability. In the event the professional **construction engineering** services for work to be constructed on State's right-of-way under this Agreement are not completed by State on behalf of Municipality, Municipality shall ensure such services will be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the construction of the Trail does not constitute a waiver of liability.

## **SECTION 10. PROFESSIONAL PERFORMANCE**

State will rely on the professional performance and ability of Municipality. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve Municipality from any liability or expense that would be connected with Municipality's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Municipality pursuant to this Agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from Municipality, damages that are caused by the Municipality due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Municipality the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, Municipality shall make such revisions without expense to State. The Municipality's legal liability for all damages incurred by State caused by error, omission, or negligent acts of the Municipality will be borne by Municipality without liability or expense to State.

## **SECTION 11. FUTURE HIGHWAY CONSTRUCTION INCLUDING NEPA**

The Parties understand that portions of the Trail will be located on State's highway right-of-way and that the highways are subject to future roadway work which may adversely impact Trail.

This Agreement is entered into expressly subject to any future highway operation, maintenance, resurfacing, rehabilitation, or reconstruction deemed necessary by State. The following is State's present plan for highway work in the affected area.

- 11.1 In Wayne, Project Number NH-STP-35-4(129); Control Number 32402, which is scheduled to let for construction in August of 2026. Construction is expected to occur during the 2027 Construction Season. Any damages done by action in part or whole due to the construction of the trail or appurtenances shall be repaired to the approval of the State's District 3 Engineer.
- 11.2 The Parties further agree that all Trail work necessary to facilitate the operation, maintenance, resurfacing, rehabilitation, or reconstruction of State's highway will be accomplished at Municipality's sole expense. Municipality is hereby notified that, in order to satisfy the requirements of the National Environmental Policy Act (NEPA), State has been required to perpetuate or provide alternate routes when trails located on the right-of-way are impacted by a federal aid highway project. Municipality agrees that any work required to satisfy the requirements of NEPA related to Trail on State's right-of-way will be accomplished at the sole financial responsibility of Municipality.

## **SECTION 12. INDEMNIFICATION AND MUNICIPALITY INSURANCE**

### **12.1 INDEMNIFICATION**

- 12.1.1 Municipality shall indemnify and hold harmless, to the fullest extent allowed by law, State, its agents, employees and representatives, from all claims, demands, suits, actions, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement.
- 12.1.2 State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement, or the design, planning, performance, or completion of the work that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting therefrom, that is

caused in whole or in part, either directly or indirectly, by Municipality or any Municipality agents or representatives.

12.1.3 Municipality further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by Municipality or its agent, or anyone contracting with Municipality for such hereunder. State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of use of Trail or the security of persons using the Trail and highway undercrossing that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting there from, that is caused in whole or in part, either directly or indirectly, by Municipality or any of Municipality agents or representatives.

**12.2 MUNICIPALITY INSURANCE** For the duration of this Agreement, Municipality shall either be self-insured or carry at least the insurance required on Exhibit "E", attached and incorporated herein by this reference. Municipality's insurance must specifically provide coverage for the Trail and the area of State property occupied by the Trail.

### **SECTION 13. TRAIL OWNERSHIP AND OPERATION RESPONSIBILITIES**

Municipality shall be the owner of the part of the Trail that is located on State's property. State grants to Municipality, upon the issuance of a State permit, the right to construct, occupy, operate, inspect, repair, reconstruct (when necessary) and maintain its Trail on State's property. Municipality agrees, at no cost to the State, to be solely responsible for the operation (including security of Trail users), inspection, maintenance, repair, restoration, or when necessary, reconstruction of the Trail to its as-constructed condition. Municipality is also responsible for damage to Trail caused by vehicle crashes, vandalism, or other acts or omissions. Municipality furthers agrees that State has no duty to inspect, report, or remedy observed conditions (even if State has notice of said condition) on the Trail. Municipality shall be responsible for collecting any and all damages from the person(s) or entities that caused damage to the Trail. Permission to use State's right-of-way to perform maintenance of the Trail is covered under the permit issued by State including periodic maintenance access to the site from State's highway. Additional modification to the State's property must be reviewed by State and permission of State granted in writing, ordinarily in the form of a right-of-way permit.

**SECTION 14. PROTECTION OF UTILITIES**

Municipality will protect or cause to be protected the utilities within the highway right-of-way, and repair or replace such when damaged during the performance of work of Municipality under this Agreement.

**SECTION 15. NOTICE TO STATE**

The Municipality will notify the Office of State's Highway District Engineer at the specific milestones in the construction as detailed below.

- 15.1 Forty-eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- 15.2 Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- 15.3 Upon completion of the construction.

**SECTION 16. ADDITIONAL MUNICIPALITY DUTIES**

The Municipality further agrees:

- 16.1 To complete the construction of the Trail according to the plans and specifications reviewed by State.
- 16.2 To present for review by State any changes to the reviewed construction plans prior to initiating the change.
- 16.3 To install prior to construction and maintain during construction traffic control devices in accordance with the traffic control plans reviewed by State. To present for the review of State changes in the reviewed traffic control plans prior to accomplishing the change.
- 16.4 To notify in writing State's Highway District Engineer or his designee of the completion of the construction. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the reviewed plans and specifications.
- 16.5 That State retains the authority to make future changes to State's highway including changes to Municipality's Trail as necessary to address the needs of the highway system or public safety. In the event State, as a part of its duties to maintain and operate State's highway, must change the Trail, Municipality shall be solely responsible for the design, modification or reconstruction of Municipality's Trail, or the cost thereof, to accommodate State's highway changes and for temporary construction to allow the State's work to progress. The Municipality will be responsible for any damages to State

resulting from the delay in completing a highway improvement, including but not limited to:

- (i) further deterioration of the roadway or its appurtenances, and
- (ii) inflation in the cost of a highway improvement, and
- (iii) liability for crashes arising out of the delayed completion of the highway improvement.

In the event State determines that required construction, reconstruction, modification or maintenance of the roadways cannot wait for Municipality to relocate Trail, Municipality will be responsible for any and all damages associated with State accomplishing the contemplated construction, reconstruction, modification or maintenance of State's highway. The Municipality will hold the State harmless for damages due to the delay in letting or constructing a project in this location of the highway system due to the coordination for the Trail.

- 16.6 To be solely responsible for any claims, damages, or lawsuits related to the operation of the Trail constructed as a part of Municipality's project.
- 16.7 Municipality shall be responsible for the part of the Trail crossing at grade, over and along the Highway as if Municipality owned the land on which Trail is located.

#### **SECTION 17. ADDITIONAL STATE DUTIES**

State agrees:

- 17.1 To retain responsibility for the future design, construction, reconstruction, maintenance and operation of the State's highway.
- 17.2 To review the plans and permit application and, if appropriate, to issue a permit to construct, operate, repair, maintain, reconstruct and, if necessary, remove the Trail along State's highway.
- 17.3 To respond in a timely manner to requests for review of plan changes and reviews of the work.
- 17.4 To notify Municipality one year in advance of construction of a project that may require reconstruction of a part or whole of Trail.

#### **SECTION 18. TERMINATION OF AGREEMENT**

This Agreement may be terminated upon the occurrence of any of the following events, each an "Event of Default":

- 18.1 Municipality abandons Trail. For the purpose of this Agreement, "Abandon" shall be

considered to occur in the event of any of the following:

- 18.1.1 Municipality notifies State that it is abandoning Trail.
- 18.1.2 Municipality fails to maintain in effect the insurance required by this Agreement and fails to cure by acquiring or reactivating the required insurance within fourteen (14) calendar days after receipt of notice to cure in writing from State.
- 18.1.3 Municipality fails to design and construct Trail within three (3) years of the execution of this Agreement and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.4 Municipality fails to maintain, operate, repair, or restore Trail and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.5 Municipality fails to, if necessary, reconstruct Trail within three (3) years following the removal of the Trail or a portion thereof for highway activities and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.6 Other than specifically provided in this section, Municipality fails to cure to the reasonable satisfaction of State, any non-performance or non-compliance with any of the terms, provisions, covenants or conditions contained in this Agreement within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall

be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.

- 18.1.7 Municipality fails to make adjustments to Trail as necessary to provide for State's design, operation, maintenance, repair, resurfacing, restoration, rehabilitation, or reconstruction of State's highway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.2 Municipality's Trail adversely affects State's ability to design, construct, maintain, repair, resurface, rehabilitate, restore or reconstruct State's highway including all right-of-way and appurtenances thereto.
- 18.3 Municipality fails to construct Trail in accordance with the approved plans and State's permit.
- 18.4 Municipality fails to follow the contracting provisions required by this Agreement.
- 18.5 State or Federal law, rule or regulation effects a change in the statutory environment which renders this Agreement or parts thereof void.
- 18.6 State or Federal law, rule or regulation effects a change in the statutory environment which creates duties or responsibilities as a result of this Agreement that are considered, in State's sole discretion, too onerous for State.

Upon the occurrence of an Event of Default, as stated above, State may terminate the Agreement by delivering to Municipality a written notice of termination ("State Notice of Termination") specifying the effective date of termination, which may be immediate. Upon receipt of the State Notice of Termination, Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and peaceably surrender the premises to State.

In the event Municipality does not so surrender the premises, State may enter upon the same by due process of law and expel Municipality and repossess and enjoy the premises as though the Term had expired; provided, however, that nothing in this Agreement shall preclude

Municipality from challenging whether there has occurred an Event of Default in an action or proceeding that may be brought in any court of competent jurisdiction, in which event, Municipality shall have the right to continue to occupy and use the premises until any such action or proceeding has become final and not subject to an appeal. The immediately preceding proviso shall not apply, and State will be entitled to the possession of the premises when the reconstruction of State's highway requires that the premises be vacated for such construction, at the sole discretion of State.

Notwithstanding any provision in this Agreement to the contrary, Municipality may terminate this Agreement at any time during the Term upon not less than sixty (60) days written notice to State specifying the effective date of termination and Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and then peaceably surrender the premises to State.

#### **SECTION 19. COMPLIANCE WITH LAW**

The cost of complying with applicable future laws, rules, regulations or policies of the federal or state government or its representatives not in force at the time of this Agreement or not disclosed or addressed in this Agreement shall be the responsibility of the Municipality and such compliance shall be accomplished at no cost to the State.

#### **SECTION 20. NOT A JOINT VENTURE**

The parties acknowledge and agree that this Agreement does not create, nor is it intended to create, an agency relationship, a partnership or joint venture, or any other form of entity or relationship between the Parties where one party may be legally responsible for the other party's actions.

#### **SECTION 21. RESTORATION OF STATE'S RIGHT-OF-WAY**

Municipality shall remove Trail and restore State's right-of-way to its pre-existing condition (1) at the end of the term of the Agreement, (2) in the event the Trail is abandoned by Municipality or, (3) State or Municipality terminates this Agreement. In the event Municipality fails to accomplish the work under this Section in the time frame stipulated, State may complete the work at Municipality's sole expense. Municipality shall reimburse State for all costs associated with the performance of this work.

**SECTION 22. NOT A WAIVER OF IMMUNITY.**

The Parties intend that, to the maximum extent permitted by law, this Agreement shall not be interpreted as a waiver of the defense of governmental immunity, including those exceptions listed in the Political Subdivisions Tort Claims Act (Neb. Rev. Stat. § 13-910) or the State Tort Claims Act (Neb. Rev. Stat. § 81-8,219).

**SECTION 23. FAIR EMPLOYMENT PRACTICES ACT**

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

**SECTION 24. SEVERABILITY**

The invalidity or unenforceability of any clause, provision, section, or part of the Agreement shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

**SECTION 25. COMPLETENESS**

The Original Agreement and any supplements thereto constitute the complete and exclusive statement of the arrangement between the Parties, and supersede all proposals, oral or written, and all other communications between the Parties relating to the subject matter thereof. The Agreement may be supplemented from time to time in writing by the mutual consent of the Parties.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS:  
Betty McGuire

City of Wayne  
Cale Giese

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

\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

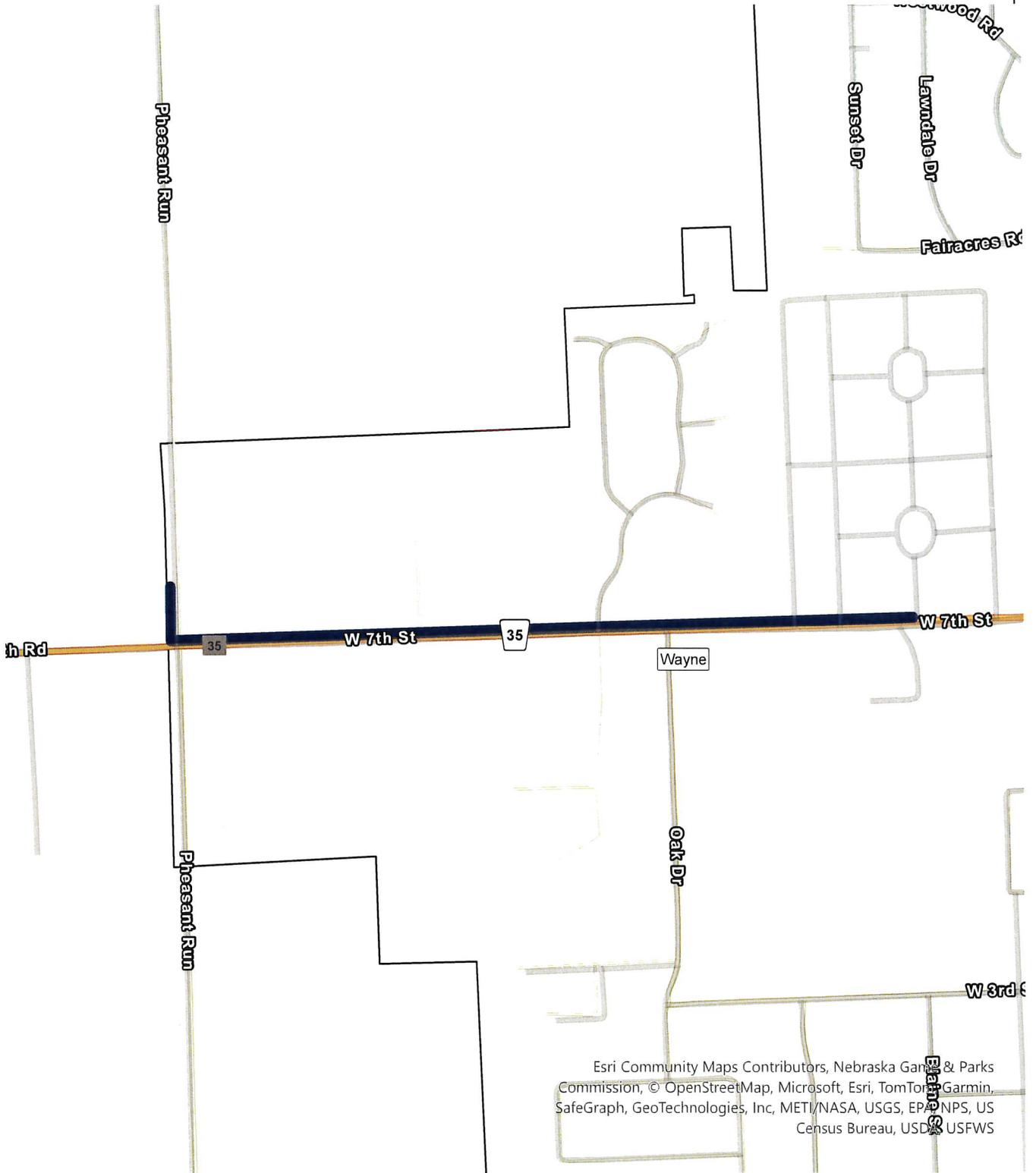
STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Brandie Neemann, P.E.

\_\_\_\_\_  
Roadway Design Engineer

RECOMMENDED:  
Kevin Domogalla P.E.

\_\_\_\_\_  
District 3 Engineer      Date

WAYNE  
WAYNE COUNTY  
NEBRASKA



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7TH STREET TRAIL

EXHIBIT "A"

Letting:  
Call:  
Contract ID:

Project No.:

## CONTRACT BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_ as principal,

and \_\_\_\_\_ as sureties, are held and firmly bound unto the Department of Transportation of the State of Nebraska, in the penal sum of \$ \_\_\_\_\_ dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

The condition of the obligations is such that whereas, the above bounden \_\_\_\_\_ of \_\_\_\_\_, has been awarded by the Department of Transportation of the State of Nebraska, the various groups of work, including all items contained in each specified group of work being groups numbered: \_\_\_\_\_ on Project No. \_\_\_\_\_ in \_\_\_\_\_ County(ies), Nebraska copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said \_\_\_\_\_ as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden \_\_\_\_\_ of all overpayments made to said principal by the Department of Transportation, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, on wages paid to individuals employed in the performance of the contract including those performing under subcontract which may accrue, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect. —

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Attorney-in-Fact (Signature)*

\_\_\_\_\_  
*Principal (Signature)*

\_\_\_\_\_  
*Attorney-in-Fact (Printed Name)*

\_\_\_\_\_  
*Principal (Printed Name)*

\_\_\_\_\_  
*Agency/Business Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Agency/Business Address*

\_\_\_\_\_  
*Phone Number*

## 107.15 -- Liability Insurance

1. Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:
  - a. General Liability:
    - (1) Limits of at least:
      - (i) \$ 1,000,000 per Occurrence
      - (ii) \$ 2,000,000 General Aggregate
      - (iii) \$ 2,000,000 Completed Operations Aggregate
      - (iv) \$ 1,000,000 Personal and Advertising Injury
    - (2) Contractor shall be responsible for the payment of any deductibles.
    - (3) Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
    - (4) The General Aggregate shall apply on a Per Project Basis.
    - (5) The State of Nebraska, Department of Transportation, shall be named as an Additional Insured on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
    - (6) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
    - (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
    - (8) If work is being performed near a railroad track, the 50' railroad right-of-way exclusion must be deleted.
    - (9) Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
    - (10) Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
    - (11) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from

products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.

b. Automobile Liability:

- (1) Limits of at least:
  - (i) \$ 1,000,000 CSL per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non Owned Autos.
- (3) If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
- (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation, shall be added to the policy.
- (5) Automobile liability coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.

c. Workers' Compensation:

- (1) Limit: Statutory coverage for Nebraska and for any other State in which the project is located.
- (2) Employer's Liability limits:
  - (i) \$500,000 Each Accident
  - (ii) \$500,000 Disease – Per Person
  - (iii) \$500,000 Disease – Policy Limit
- (3) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
- (4) Workers' compensation coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.
- (5) Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

d. Umbrella/Excess:

- (1) Limits of at least:
  - (i) \$1,000,000 per Occurrence
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
- (3) The State of Nebraska, Department of Transportation, shall be an "Additional Insured."
- (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.

e. Pollution Liability:

- (1) When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (2) If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
- (3) Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."

f. Additional Requirements:

- (1) The Contractor shall provide and carry any additional insurance required by the Special Provisions.
- (2) Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
- (3)
  - (i) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
  - (ii) Approved trucking subcontractors (at any tier) who are being utilized only for the purpose of hauling materials shall be exempt from the requirements of Paragraphs 1.a., 1.d. and 1.e. of Subsection 107.15.

- (iii)
    - (a) When a Contractor or subcontractor chooses to employ a trucker by carrying the driver on his or her payroll and entering into a lease agreement for the truck, the owner-operator of the truck shall be required to comply with the Automobile Liability provisions of Paragraph 1.b. of Subsection 107.15
    - (b) Furthermore, it shall be the duty of the Prime Contractor to ensure that the owner-operator of the truck has such insurance in effect. The Prime Contractor shall maintain evidence that any truckers so utilized (at any tier) are insured to the minimum limits specified and be able to furnish documentation of the same on demand.
    - (c) Failure to ensure that insurance coverage exists and failure to maintain evidence thereof shall be considered a breach of the contract.
- (4) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (5) Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Transportation evidence of such insurance coverage in effect in the form of an ACORD® (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Transportation as the certificate holders.
- (6) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- (7) The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- (8) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

- (9) For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the State of Nebraska Department of Transportation (State) when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the State by mail (return receipt requested), hand-delivery, email, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Notice shall be sent to the State at the following address:

Nebraska Department of Transportation  
Construction Division -- Insurance Section  
1500 Highway 2, P.O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854  
[NDOT.ConstructionInsurance@nebraska.gov](mailto:NDOT.ConstructionInsurance@nebraska.gov)

## INSURANCE REQUIREMENTS FOR TRAILS ON STATE PROPERTY

**Trail Owner agrees to:**

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to Trail Owner's duties under this Agreement to construct, operate, maintain, inspect, repair and reconstruct a trail on State highway right-of-way,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Trail Owner from loss associated with the Trail Owner's duties. Also, Trail Owner shall have at a minimum the insurance described below:

**General Liability –**

Limits of at least:

- \$ 2,000,000 Per Occurrence
- \$ 4,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Trail Owner shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply only to the subject trail.
- The State of Nebraska, Department of Roads, shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If any part of Trail is located near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for Trail Owner to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be

further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Trail Owner.

**Automobile Liability –**

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

**Workers' Compensation –**

Limits: Statutory coverage for the State where the project is

located. Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to, or included in, the policy

**Umbrella/Excess –**

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

- The State of Nebraska, Department of Roads, shall be an "Additional Insured".
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.

**Additional Requirements –**

- Any insurance policy shall be written by a reputable insurance company acceptable to the State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the State in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s), to be issued at least annually.
- For so long as insurance coverage is required under this agreement, the Trail Owner shall have a duty to notify the State when the Trail Owner knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Trail Owner must forward any pertinent notice of cancelation or termination to the State, at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Trail Owner of any such notice from an insurance carrier. Notice shall be sent to:

Nebraska Department of Transportation  
 Construction Division – Insurance Section  
 1500 Highway 2, P. O. Box 94759  
 Lincoln, NE 68509-4759  
 Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Trail Owner or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Trail Owner or its subcontractors, or tier subcontractors of any responsibility or liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification applicable to this work or contract, the greater limit or coverage requirement shall prevail.



# WAYNE AMERICA

[Back to Top](#)

March 25, 2025

Wes Blecke  
City Administrator  
306 Pearl Street  
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Wayne Auto Parts (Larry Lindsay)*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on March 25, 2025, and reviewed a revolving loan fund application to Wayne's Economic Development Program (WEDP) by *Wayne Auto Parts (Larry Lindsay)*.

The Review Committee met with Larry & Jeanie Lindsay and Daryl Lindsay from *Wayne Auto Parts*, which has a purchase agreement to buy the old Final Touch building from the City of Wayne. *Wayne Auto Parts is requesting \$149,000 in WEDP Funds with a repayment term of 10 years and an interest rate of 0%.* They will utilize the WEDP Funds for business costs such as building/property acquisition and inventory expansion.

To match their request of \$149,000 from the WEDP, *Wayne Auto Parts* has pledged the sale proceeds of their current building, \$196,000 for 117 S Main, along with matching funds of \$120,000 in business equity, which will be used to renovate the Final Touch building and add to their inventory. The total project is estimated to cost approximately \$465,000.

Following the meeting with *Wayne Auto Parts*, the Review Committee discussed the request for an LB840 RLF Loan of \$149,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Wayne Auto Parts (Larry Lindsay)*:

- loan amount of \$149,000;
- a loan repayment period of 10 years;
- and, an interest rate to be set at one half the rate set by the daily prime rate (Daily Prime Rate, March 24, 2025 – 7.5%; WEDP Rate: 3.75%)

Please convey this recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

Lucas R. Virgil  
Director of Ec. Dev.

**PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA**

# APPLICATION FOR WAYNE'S ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND

Application Number
Date Received

## 2025

LB840 (form approved 073109)

### PART I. GENERAL INFORMATION

*TYPE OR PRINT ALL INFORMATION*

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION
Applicant Name <i>Larry Lindsay</i>	Name/Business
Mailing Address <i>602 Sherman</i>	Address
Wayne NE 68787 (City) (State) (ZIP)	Wayne NE 68787 (City) (State) (Zip)
Telephone Number <i>402-375-3424</i>	Telephone Number
Fax Number	Federal Tax ID # / SS#
Federal Tax ID Number	
Email Address <i>lindsay@lpsmail</i>	Email Address
3. BUSINESS TYPE	5. FUNDING SOURCES
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:	WEDP Funds Requested    \$ <i>149,000</i> Matching Funds    \$ <i>120,000</i> Other Funds    \$ <i>196,000</i> Total Project Funds    \$ <i>465,000</i> <i>(Round amounts to the nearest hundred dollars.)</i>
4. ASSISTANCE TYPE REQUESTED	
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other	

**6. PROGRAM SUMMARY:** Brief narrative description of the project for which WEDP funds are requested  
*Purchasing final trash property & expanding incinerator on former Waste Air Park.*  
*Requesting 149,000 at 0% 10 year term.*

**7. CERTIFYING OFFICIAL:** Chief Executive Officer or owner of applicant requesting WEDP funds.  
To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds

<i>Larry Lindsay</i> Signature in ink	<i>LARRY LINDSAY</i> Typed Name and Title	<i>3/24/25</i> Date Signed
<i>LUKE VIRGIL</i> Attest	Luke Virgil, WAED Executive Director	<i>03/24/2025</i> Date Signed

**SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:**  
 Wayne Economic Development Program Fund  
 108 W 3rd Street, Wayne, NE 68787  
 (402) 375-2240 Fax (402) 375-2246

**PART II. FUNDING SUMMARY**

**(Round amounts to the nearest hundred dollars.)**

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.	\$149,000	\$120,000	\$196,000	\$465,000	Matching Business Equity Other
Interest buy down agreements.					Sale Proceed: 115% in
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
<b>TOTAL PROGRAM COSTS</b>					

**APPLICANT CERTIFICATIONS**

a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

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

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

If benefiting business/organization is a Corporation, sign below:

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

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

Attest 

Luke Virgil/Director, Wayne America, Inc.  
Typed Name/Title

03/24/2025  
Date



# WAYNE AMERICA

[Back to Top](#)

March 25, 2025

Wes Blecke  
City Administrator  
306 Pearl Street  
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Silver Silo Design, LLC (Heidi Claussen)*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on March 25, 2025, and reviewed a revolving loan fund application to Wayne's Economic Development Program (WEDP) by *Silver Silo Design, LLC (Heidi Claussen)*.

The Review Committee met with Heidi & Jason Claussen from *Silver Silo Design, LLC*, which has a purchase agreement to buy the Copy Write. *Silver Silo Design, LLC* is requesting \$58,500 in WEDP Funds with a repayment term of 5 years, based on a 10-year amortization, and an interest rate of 3%. They will utilize the WEDP Funds for business costs such as the purchase of intellectual property and equipment.

To match their request of \$58,500 from the WEDP, *Silver Silo Design, LLC* has secured financing from State Nebraska Bank & Trust for \$58,500 and has pledged \$13,000 in personal equity. The total project is estimated to cost approximately \$130,000.

Following the meeting with *Silver Silo Design, LLC*, the Review Committee discussed the request for an LB840 RLF Loan of \$58,500. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Silver Silo Design, LLC (Heidi Claussen)*:

- loan amount of \$58,500;
- a loan repayment period of 5 years, based on a 10-year amortization;
- and, an interest rate to be set at one half the rate set by the daily prime rate (State Nebraska Bank & Trust – 7.75%; WEDP Rate: 3.875%)

Please convey this recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

Lucas R. Virgil  
Director of Ec. Dev.

**PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA**

**APPLICATION FOR WAYNE'S  
ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND**

Application Number:
Date Received

**2025**

LB840 (form approved 073109)

**PART I. GENERAL INFORMATION**

*TYPE OR PRINT ALL INFORMATION*

<b>1. APPLICANT IDENTIFICATION</b>	<b>2. PERSON PREPARING APPLICATION</b>
Applicant Name <u>Silver Silo Design LLC</u>	Name/Business <u>Jason Clausen</u>
Mailing Address <u>113 Wilcliff Drive</u>	Address <u>113 Wilcliff Drive</u>
Wayne <u>NE 68787</u>	Wayne <u>NE 68787</u>
(City) (State) (ZIP)	(City) (State) (Zip)
Telephone Number <u>402-670-2855</u>	Telephone Number <u>402-670-2853</u>
Fax Number	Federal Tax ID # / SS#
Federal Tax ID Number <u>TBD</u>	
Email Address <u>jclausen@yahoo.com</u>	Email Address <u>jclausen@statebank.com</u>
<b>3. BUSINESS TYPE</b>	<b>5. FUNDING SOURCES</b>
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company	WEDP Funds Requested \$ <u>58,500</u>
<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	Matching Funds \$ <u>58,500</u>
<input type="checkbox"/> Other:	Other Funds \$ <u>13,000</u>
<b>4. ASSISTANCE TYPE REQUESTED</b>	Total Project Funds \$ <u>130,000</u>
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down	(Round amounts to the nearest hundred dollars.)
<input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant	
<input type="checkbox"/> Other	

**6. PROGRAM SUMMARY:** Brief narrative description of the project for which WEDP funds are requested  
Purchase existing Copyright business & assets.  
Relocate to Pepper + Print building located at  
110 Main Street, Wayne.  
Request - Rate: 3% Term: 5 year on 10 year Am Sched

**7. CERTIFYING OFFICIAL:** Chief Executive Officer or owner of applicant requesting WEDP funds.  
 To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds.

Heidi Clausen Heidi Clausen, Silver Silo Design, LLC 2-10-25  
 Signature in ink Typed Name and Title Date Signed

Luke Virgil Luke Virgil, WAED Executive Director 03/21/2025  
 Attest Typed Name and Title Date Signed

**SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:**  
 Wayne Economic Development Program Fund  
 108 W 3rd Street, Wayne, NE 68787  
 (402) 375-2240 Fax (402) 375-2246

**PART II. FUNDING SUMMARY**

**(Round amounts to the nearest hundred dollars.)**

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.	\$58,500	\$58,500	\$13,000	\$130,000	Match = Bank - Other = Personal
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
<b>TOTAL PROGRAM COSTS</b>					

**APPLICANT CERTIFICATIONS**

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

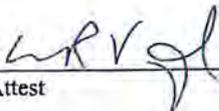
By: \_\_\_\_\_

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

If benefiting business/organization is a Corporation, sign below:

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

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

Attest 

Luke Virgil/Director, Wayne America, Inc.  
Typed Name/Title

03/21/2025  
Date

**LB840 RLF Program - Project Comps**

Applicant	Loan Amount	Purpose	Primary Lender Interest Rate	Committee Review	Recommended WEDP Rate	Recommended WEDP Term	Approved WEDP Rate	Approved WEDP Term	Council Approval
Talon Capital, LLC (dba Fyre-Tec)	\$ 250,000.00	purchase existing business/expand business	Midwest Bank: 5.7%	1/10/19	2.85%	10 years	2.85%	10 years plus 5 FTE in 3 years	2/5/19
Acc Hardware & Home	\$ 200,000.00	start retail store/purchase inventory	rate not yet set when approved by Council	9/18/19	0% Y1-5 / 2% Y6-15 *	15 years	0%	15 years with no interest to diversify inventory	10/1/19
Johnnie Byrd Brewing Company	\$ 40,000.00	purchase real estate	SNB&T: 2%	12/13/19	1.00%	term of lender	1.00%	term of lender	12/17/19
DSF Wayne Short Stop, LLC	\$ 85,000.00	property improvements/business expansion	SBA: 2.75% + prime (variable)	4/14/21	3.00% fixed	10 years	3.00%	10 years with fixed interest	4/20/21
Sanctuary Apartments, LLC	\$ 400,000.00	historic preservation/housing development	F&M Bank: 3%	10/13/21	1.50%	10 years/20 year amortization	1.50%	10 years/20 year amortization & preserving historic building	11/2/21
Nix Wayne, LLC	\$ 300,000.00	property improvements/business expansion	BankFirst: 4.625%	6/16/22	2.3125% *	10 years	1.00%	10 years	6/21/22
I Wei My Plants (Kalelynn Broders)	\$ 40,000.00	property improvements/business expansion	SNB&T: 7.5%	2/15/23	3.75%	10 years	3.75%	10 years	2/21/23
Blazer, LLC	\$ 200,000.00	purchase existing business/expand business	RVR Bank: 6.75%	6/28/23	3.375% *	5 years	2.00%	5 years	7/6/23
Webber Hospitality, LLC	\$ 200,000.00	purchase existing business/expand business	SNB&T: 7.25%	11/20/23	3.625% *	10 years	1.80%	10 years	12/5/23
Blends & Boards	\$ 10,000.00	purchase equipment/inventory	SNB&T: 9.5% variable (prime [8.5% on 02.15.2024] + 1.0%)	2/15/24	4.75% fixed*	5 years	0%	5 years	2/20/24
HIS Baking Co., LLC	\$ 134,949.00	purchase property/renovate building	EVB&T: 8.15% fixed for 5 years (1st lien position)	5/2/24	4.075% fixed*	10 years	2.50%	15 years	5/7/24
Wildcat Lanes, LLC	\$ 180,000.00	purchase property/renovate building	SNB&T: 7.25% fixed for 5 years (2nd lien position behind City)	5/2/24	3.625% fixed*	10 years	1.00%	10 years	5/7/24
Mike & Becky Brudigam (Tom's Auto Body)	\$ 110,000.00	purchase existing business, property & equipment	SNB&T: 8.5% fixed for 20 years	10/6/24	4.25% fixed*	10 years	2.00%	15 years	10/15/24
Pepper & Print, LLC (Heidi & Jason Clausen; Elizabeth & Ransen Broders)	\$ 112,500.00	purchase/renovate property & equipment	SNB&T: 7.5% fixed for 10 years on a 20-year amortization	11/26/24	3.75% fixed*	10 years/20 year amortization	2.00%	10 years/20 year amortization	12/3/24
Kay Contracting Inc.	\$ 400,000.00	purchase property & equipment	SNB&T: 7.5% fixed for 10 years on a 15-year amortization	2/11/25	3.75% fixed*	10 years/15 year amortization	2.00%	10 years/15 year amortization	2/18/25
<b>TOTAL RLF COMMITMENTS (as of Feb. 18, 2025)</b>	<b>\$ 2,862,449.00</b>				<b>* Applicant Requested Rate Lower than Recommendation</b>		<b>1.76%</b>	<b>Average Rate Approved</b>	

**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 \_\_\_\_\_ day of April, 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**

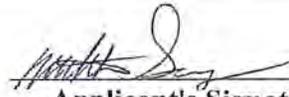
**Applicant** Mitch Sawyer **Date** 1/16/25

**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**  **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

R-4

Fairground Avenue

Folk Street

R-3

S. Windom Street

S. Windom Street



A PORTION OF LAND LOCATED IN PART ON COUNTY ROAD 1000, SECTION 16, TOWNSHIP 28 NORTH, RANGE 18 WEST, COUNTY OF WAVERNE, IOWA, IS HEREBY SUBMITTED TO THE CITY OF WATNE FOR CONSIDERATION AS A PUBLIC STREET. THE PROPOSED STREET IS TO BE 100 FEET WIDE AND TO BE ADJACENT TO THE EAST AND WEST SIDES OF THE PROPOSED LOT. THE PROPOSED STREET IS TO BE ADJACENT TO THE EAST AND WEST SIDES OF THE PROPOSED LOT. THE PROPOSED STREET IS TO BE ADJACENT TO THE EAST AND WEST SIDES OF THE PROPOSED LOT.

**PRELIMINARY PLAT  
SAWYER ADDITION**  
PART OF OUTLOT ONE, ROOSEVELT PARK ADDITION AND PART OF THE SOUTHWEST QUARTER SECTION 16, TOWNSHIP 28 NORTH, RANGE 18 WEST, COUNTY OF WAVERNE, IOWA, CITY OF WAVERNE, WAVERNE COUNTY, IOWA.



**PROPOSED STREET**  
100 FEET WIDE  
ADJACENT TO THE EAST AND WEST SIDES OF THE PROPOSED LOT.

**PROPOSED LOT**  
100 FEET WIDE  
ADJACENT TO THE EAST AND WEST SIDES OF THE PROPOSED LOT.

**PROPOSED LOT**  
100 FEET WIDE  
ADJACENT TO THE EAST AND WEST SIDES OF THE PROPOSED LOT.

A-1

1 OF 1

PRELIMINARY PLAT

**DATE**  
MAY 1, 2011

**BY**  
J&D CONSULTING GROUP, INC.

**PROJECT**  
SAWYER ADDITION

**OWNER**  
WATNE, IOWA

**SCALE**  
AS SHOWN

**DATE**  
MAY 1, 2011

**PROJECT**  
SAWYER ADDITION

**OWNER**  
WATNE, IOWA

**DATE**  
MAY 1, 2011

**BY**  
J&D CONSULTING GROUP, INC.

**G702**

**Application and Certificate for Payment**

**To Owner:**

City of Wayne  
306 Pearl Street  
Wayne, NE 68787

**Project:**

Wayne City Hall & Police Relocation  
513 Main Street  
Wayne, NE 68787

**From Contractor:**

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

**Via Architect:**

Carlson West Povondra Architects  
5060 Dodge Street  
Omaha, NE 68132

**Application No:**

17

**Distribution To:**

3/28/2025 Owner   
General Architect   
10/17/2023 Contractor

**Period To:**

3/28/2025

**Contract For:**

General Architect

**Contract Date:**

**Project NOS:**

CWPA 23115 Field   
Other

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract AIA Document G703, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ 4,204,500.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$ 120,706.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 4,325,206.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 4,277,849.00

5. RETAINAGE:

- a. 10% of Completed Work (Columns D + E on G703) ..... \$ 427,785.00
- b. 10% of Stored Material (Column F on G703) ..... \$ -

- 6. TOTAL EARNED LESS RETAINAGE ..... \$ 427,785.00
- (Line 4 minus Line 5 Total) ..... \$ 3,850,064.00

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 3,766,266.00

- 8. CURRENT PAYMENT DUE ..... \$ 83,798.00
- (Line 6 from prior Certificate)

- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 475,142.00
- (Line 3 minus Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: OTTE CONSTRUCTION COMPANY, LLC

By: [Signature] Date: 3/28/25

State of NEBRASKA

County of WAYNE

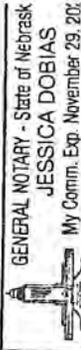
Subscribed and sworn to before me

this 28 day of March, 2025

County of WAYNE

Notary Public: [Signature] Jessica Dobias

My commission expires:



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

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

ARCHITECT: Carlson West Povondra Architects

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 124,683.00	\$ (3,977.00)
Total approved this month	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 124,683.00</b>	<b>\$ (3,977.00)</b>
<b>NET CHANGES by Change Order</b>		<b>\$ 120,706.00</b>

**G703**

APPLICATION NUMBER: 17  
 APPLICATION DATE: 3/28/2025  
 PERIOD TO: 3/28/2025  
 ARCHITECTS PROJECT NO: CWPA 23115

A	B	C	D		E		F	G		H	I
			FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G/C)	BALANCE TO FINISH (C-G)		
1	General Conditions, Supervision, Project Start-Up	73,220	68,356	3,500	0	0	71,856	98%	1,364	7186	
2	Bonds & Insurance	40,960	40,960	0	0	0	40,960	100%	0	4096	
3	Submittal Exchange Allowance	8,500	7,920	0	0	0	7,920	93%	580	792	
4	Site Demo & Earthwork	192,030	192,030	0	0	0	192,030	100%	0	19203	
5	Building Demolition & Infills	76,490	76,490	0	0	0	76,490	100%	0	7649	
6	Concrete Figs, Slabs, Walls, Steps	190,410	190,410	0	0	0	190,410	100%	0	19041	
7	Waterproofing, Drainage, & Backfilling	23,470	23,470	0	0	0	23,470	100%	0	2347	
8	Structural Steel & Erection	106,250	106,250	0	0	0	106,250	100%	0	10625	
9	Precast Hollowcore	15,540	15,540	0	0	0	15,540	100%	0	1554	
10	Rough Carpentry & Sheathing	27,470	27,470	0	0	0	27,470	100%	0	2747	
11	TPO Roofing & Sheetmetal	65,030	65,030	0	0	0	65,030	100%	0	6503	
12	Roof Specialties	8,270	8,270	0	0	0	8,270	100%	0	827	
13	Doors, Frames, & Hardware	183,940	182,507	1,433	0	0	183,940	100%	0	18394	
14	Aluminum Entrance, Windows, & Glazing	96,250	66,110	28,100	0	0	94,210	98%	2,040	9421	
15	Metal Studs, Insulation, Drywall, Ballistic Panels	381,830	381,830	0	0	0	381,830	100%	0	38183	
16	EIFS System	27,100	27,100	0	0	0	27,100	100%	0	2710	
17	Metal Wall Panels	68,320	68,320	0	0	0	68,320	100%	0	6832	
18	Acoustical Ceilings	52,000	52,000	0	0	0	52,000	100%	0	5200	
19	Finish Floorings & Sealers	114,990	98,674	13,200	0	0	111,874	97%	3,116	11187	
20	Painting, Wall Coverings, & Caulking	147,400	145,394	2,006	0	0	147,400	100%	0	14740	
22	Cabinetry, Millwork, & Tops	202,230	197,442	2,900	0	0	200,342	99%	1,888	20034	
22a	Council Chambers Custom Millwork	21,070	20,200	500	0	0	20,700	98%	370	2070	
23	Sectional Overhead Doors	33,530	33,530	0	0	0	33,530	100%	0	3353	
24	Wall Protection & Signage	7,870	6,812	1,058	0	0	7,870	100%	0	787	
25	Toilet Partitions, Accessories, VD's, & FE's	21,120	20,230	890	0	0	21,120	100%	0	2112	
26	FRP Paneling	8,340	8,340	0	0	0	8,340	100%	0	834	
27	Lockers	18,220	18,220	0	0	0	18,220	100%	0	1822	
28	Roller Shades	3,330	3,330	0	0	0	3,330	100%	0	333	

**G703**

APPLICATION NUMBER: 17  
 APPLICATION DATE: 3/28/2025  
 PERIOD TO: 3/28/2025  
 ARCHITECTS PROJECT NO: CWPA 23115

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
29	Food Service Appliances	30,080	30,080	0	0	0	30,080	0	3008
30	Flagpole	5,120	5,120	0	0	0	5,120	0	512
31	Awnings	6,500	6,500	0	0	0	6,500	0	650
32	Plumbing & HVAC	352,970	326,386	15,294	0	0	341,680	11,290	34168
33	Electrical	642,750	631,122	11,628	0	0	642,750	0	64275
33a	Fire Alarm	20,000	20,000	0	0	0	20,000	0	2000
33b	Emergency Generator	63,000	63,000	0	0	0	63,000	0	6300
33c	Switchgear	113,000	113,000	0	0	0	113,000	0	11300
33d	Audio, Visual, & Access Control	310,000	303,800	6,200	0	0	310,000	0	31000
33e	Data & Communications	149,000	149,000	0	0	0	149,000	0	14900
34	Concrete Site Paving	170,780	170,780	0	0	0	170,780	0	17078
35	Storm Sewer Utilities	32,720	32,720	0	0	0	32,720	0	3272
36	Planting Beds	5,000	4,500	0	0	0	4,500	500	450
37	Installation of OFCI & Allowance Items	8,400	0	6,400	0	0	6,400	2,000	640
38	Thru-Wall Depositories Allowance	10,000	3,670	0	0	0	3,670	6,330	367
39	Athletic Wall & Floor Pads Allowance	20,000	20,000	0	0	0	20,000	0	2000
40	Owner Contingency Allowance	50,000	32,121	0	0	0	32,121	17,879	3212
CO 001	Office Window & Flooring Revisions	2,356	2,356	0	0	0	2,356	0	236
CO 002	Additional Paving at West Parking Lot	106,308	106,308	0	0	0	106,308	0	10631
CO 003	Soil Excavation at West Parking Lot	12,042	12,042	0	0	0	12,042	0	1204
		4,325,206	4,184,740	93,109	0	0	4,277,849	47,357	427785

**G702**

**Application and Certificate for Payment**

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

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

**Application No:** 7      **Distribution To:**  
 3/28/2025      Owner   
 General   
 10/17/2023      Architect   
 Contractor

**Contract For:** General   
**Contract Date:** 10/17/2023      Contractor

**Project NOS:** CWPA 24111      Field   
 Other

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

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

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 1,437,065.00  
 2. NET CHANGE BY CHANGE ORDERS ..... \$ (71,409.00)  
 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 1,365,656.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 1,097,130.00

5. RETAINAGE:

a. 10% of Completed Work  
 (Columns D + E on G703) ..... \$ 109,716.00

b. 10% of Stored Material  
 (Column F on G703) ..... \$ -

Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703) ..... \$ 109,716.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 987,414.00  
 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 860,263.00  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 127,151.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 minus Line 6) ..... \$ 378,242.00

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** OTTE CONSTRUCTION COMPANY, LLC  
**By:** T. W. Waples      **Date:** 3/28/25  
 State of: Nebraska  
 County of: Wayne  
 Subscribed and sworn to before me 28 day of March, 2025  
 this  
 County of: Wayne  
 Notary Public: Jessica Dobias  
 My commission expires: \_\_\_\_\_



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

**AMOUNT CERTIFIED** ..... \$  
 (Attach explanation if amount certified differs from the amount applied. Initiate figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** Carlson West Povondra Architects  
**By:** \_\_\_\_\_      **Date:** \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**G703**

APPLICATION NUMBER: 7

APPLICATION DATE: 3/28/2025

PERIOD TO: 3/28/2025

ARCHITECTS PROJECT NO: CWPA 24111

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)						
1	General Conditions, Supervision, Layout, & Profit	94,050	65,972		9,300	0	75,272	18,778	7527
2	Payment & Performance Bonds	14,230	14,230		0	0	14,230	0	1423
3	Submittal Exchange	4,620	4,620		0	0	4,620	0	462
4	Concrete Figs, Stem Walls, & Slabs	248,260	248,260		0	0	248,260	2,000	24826
5	Concrete Floor Sealer & Joint Sealants	11,900	0		0	0	0	11,900	0
6	Metal Stud Framing & Plywood Sheathing	31,460	20,660		4,220	0	24,880	6,580	2488
7	PVC Wall Sheathing	18,010	0		0	0	0	18,010	0
8	Doors, Frames, & Hardware	28,985	26,985		0	0	26,985	1,865	2699
9	Sectional Overhead Doors	46,855	0		46,855	0	46,855	0	4686
10	Windows	7,770	6,319		0	0	6,319	1,451	632
11	Painting & High Performance Coatings	38,430	0		0	0	0	38,430	0
12	Signage	6,815	0		6,815	0	6,815	0	682
13	Fire Extinguishers	510	0		0	0	0	510	0
14	Pre-Engineered Metal Building & Erection	230,510	222,410		8,100	0	230,510	0	23051
15	Insulated Wall & Roof Panels	206,125	206,125		0	0	206,125	0	20613
16	Snow Guards	8,000	8,000		0	0	8,000	0	800
17	Plumbing & HVAC	235,460	104,050		26,690	0	130,740	104,720	13074
18	Electrical	180,210	101,628		39,300	0	140,928	39,282	14093
19	Owner Contingency ALLOWANCE	25,000	0		0	0	0	25,000	0
CO1	PEMB Design Changes	-127,134	-127,134		0	0	-127,134	0	-12713
CO2	Earthwork Scope	56,495	56,495		0	0	56,495	0	5650
CO3	Credit Rigid Insulation at Pier Footings	-770	-770		0	0	-770	0	-77
		1,365,656	955,850		141,280	0	1,097,130	268,526	109716