

**INTERLOCAL COOPERATION ACT AGREEMENT BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES DBA WAYNE STATE
COLLEGE AND THE CITY OF WAYNE, NEBRASKA**

This Interlocal Cooperation Act Agreement (Agreement) is entered into by and between the **Board of Trustees of the Nebraska State Colleges DBA Wayne State College**, hereinafter referred to “College,” and the **City of Wayne, Nebraska**, hereinafter referred to as “City.”

RECITALS:

1. This Agreement is made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq.
2. The purpose of this Agreement is to authorize the parties hereto to unite their efforts and resources to accomplish the intent of this Agreement.
3. The College owns property and desires to install a new sewer line and related manholes on said property, which is modeled as Zones 1, 2, and 3 on Appendix A, which will serve the future College athletic and recreation dome as well as connect to the sewer line to the southeast portion of Zone 3 where an existing lift station will be eliminated. The diagram on Appendix A shows that the new sewer line will make connections to the City’s existing line at the north point of Zone 1. The City desires to have the size of the Zone 1 portion of the line increased from 8 inches in diameter to 12 inches in diameter and desires to have Zone 4 installed for City’s future development.
4. The College and City recognize the benefit to both parties to extend the sewer line as above-described and as indicated on Appendix A, and are desirous to share the construction cost for this work. It is further agreed that the cost of engineering and design will be funded by College.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

- a. **Duration.** This Agreement will be effective as of March 23, 2023, and remain in effect until August 1, 2023.
- b. **Obligations of Each Party.**

College: The College has retained an engineering firm to design and engineer the project. Design and engineering costs as outlined in this Agreement shall be paid by the College. College shall keep City apprised of all construction progress as it becomes known to College.

City: The City agrees to reimburse the College for \$72,700.39 of the cost of the above-referenced construction. Any claim shall be submitted by the College to the City and paid within 45 days in accordance with the Nebraska Prompt Payment Act.

- c. **Designated Representatives.**

The designated College representative for purposes of monitoring and oversight of this Agreement is:

Angela Fredrickson
Name

402-375-7220
Phone

anfredr1@wsc.edu
Email

The designated City representative for purposes of monitoring and oversight of this Agreement is:

Wes Blecke
Name

402-375-1733
Phone

wblecke@cityofwayne.org
Email

IN WITNESS WHEREOF, the parties have executed this Agreement.

Board of Trustees of the Nebraska State Colleges DBA Wayne State College

(Signature)

Marysz Rames, College President
(Printed Name, Title)

(Signature)

John Chaney, Board Chair
(Printed Name, Title)

City of Wayne, Nebraska

(Signature)

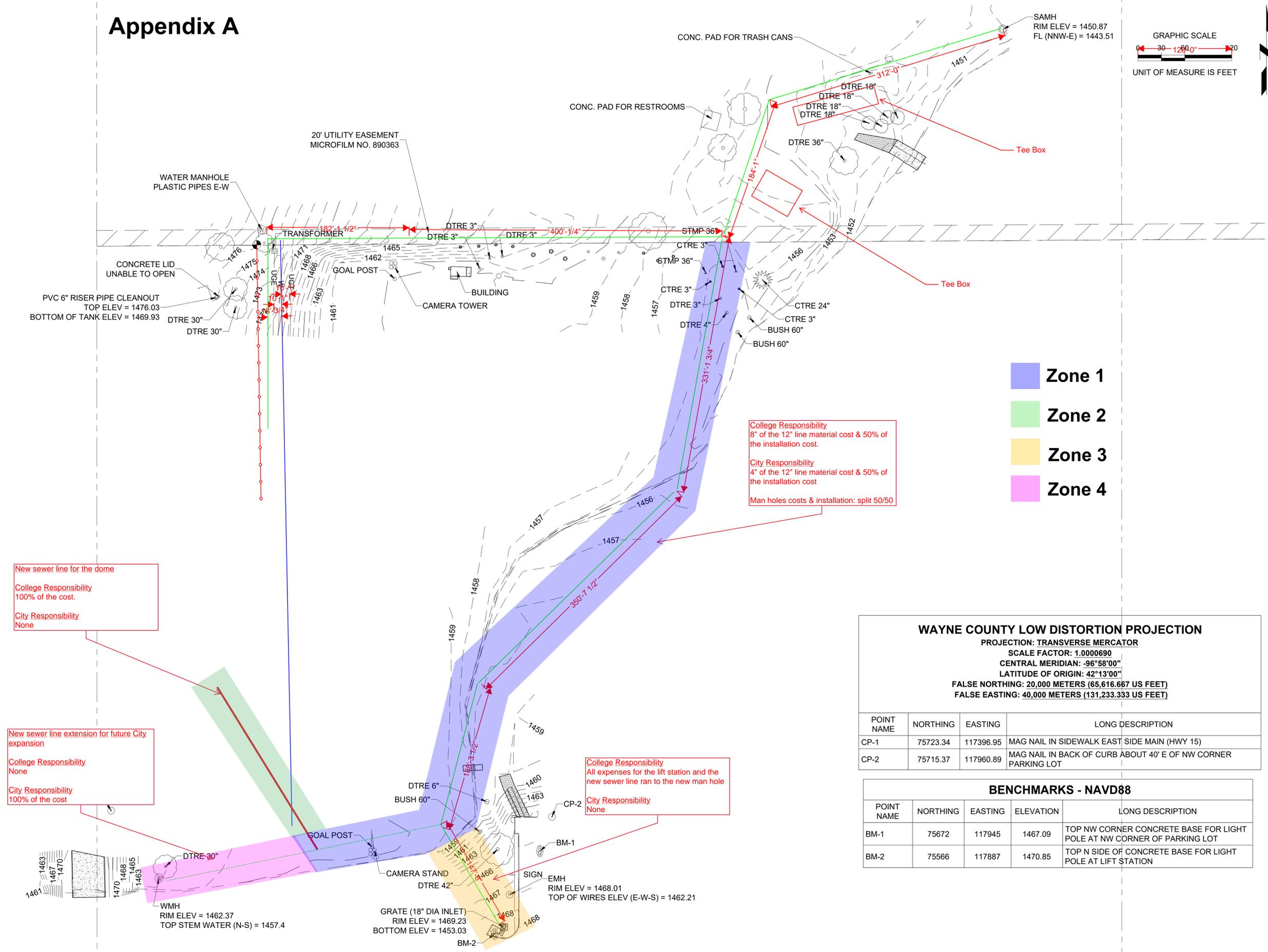
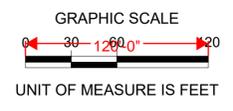
Cale Giese, Mayor
(Printed Name, Title)

(Signature)

Betty McGuire, City Clerk
(Printed Name, Title)



Appendix A



- Zone 1
- Zone 2
- Zone 3
- Zone 4

College Responsibility
8" of the 12" line material cost & 50% of the installation cost.

City Responsibility
4" of the 12" line material cost & 50% of the installation cost

Man holes costs & installation: split 50/50

New sewer line for the dome

College Responsibility
100% of the cost.

City Responsibility
None

New sewer line extension for future City expansion

College Responsibility
None

City Responsibility
100% of the cost

College Responsibility
All expenses for the lift station and the new sewer line ran to the new man hole

City Responsibility
None

WAYNE COUNTY LOW DISTORTION PROJECTION

PROJECTION: TRANSVERSE MERCATOR
SCALE FACTOR: 1.0000690
CENTRAL MERIDIAN: -96°58'00"
LATITUDE OF ORIGIN: 42°13'00"
FALSE NORTHING: 20,000 METERS (65,616.667 US FEET)
FALSE EASTING: 40,000 METERS (131,233.333 US FEET)

POINT NAME	NORTHING	EASTING	LONG DESCRIPTION
CP-1	75723.34	117396.95	MAG NAIL IN SIDEWALK EAST SIDE MAIN (HWY 15)
CP-2	75715.37	117960.89	MAG NAIL IN BACK OF CURB ABOUT 40' E OF NW CORNER PARKING LOT

BENCHMARKS - NAVD88

POINT NAME	NORTHING	EASTING	ELEVATION	LONG DESCRIPTION
BM-1	75672	117945	1467.09	TOP NW CORNER CONCRETE BASE FOR LIGHT POLE AT NW CORNER OF PARKING LOT
BM-2	75566	117887	1470.85	TOP N SIDE OF CONCRETE BASE FOR LIGHT POLE AT LIFT STATION

WAYNE CITY ENGINEER

PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 12/16/2021
PROJECT NO: SV-190287.00
DATE: 12/16/2021
DRAWN BY: LS
FILE NAME: SV-190287.00.dwg
FIELD BOOK: WAYNE N-8
FIELD CREW: CP
SURVEY FILE NO.:
PLAN IN HAND: INTIALS, DATE
70 PERCENT REVIEW: INTIALS, DATE
95 PERCENT REVIEW: INTIALS, DATE
REVISIONS: