

**AGENDA
CITY COUNCIL MEETING
February 19, 2019**

1. [Call the Meeting to Order](#)
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 south wall of the Council Chambers.

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

3. [Approval of Minutes – February 5, 2019](#)
4. [Approval of Claims](#)
5. Presentation of the “Patriot’s Award” to Jeff Brady in recognition of supporting Guard Reserve Employee Casey Junck — James Deuel
6. [Proclamation – March as Problem Gambling Awareness Month](#)
7. [Action on the Request of Anthony Cantrell on behalf of the Wayne High School, in conjunction with EVERON \(Electric Vehicle Energy Research of Nebraska\) to close off East 10th Street 200’ east of Angel Avenue to Hillside Drive on Saturday, May 4th, from 8:00 a.m. until 5:00 p.m. for an Electric Vehicle Power Drive Rally](#)
8. [Resolution 2019-7: Approving Agreement between the City of Wayne and Settje Agri Services and Engineering, Inc., for sludge disposal \(Tabled from last meeting\)](#)

Background: This agreement with Settje Agri Services and Engineering (SASE) is for the sludge disposal. The matter was tabled at the last meeting. As of the writing of this memo, we do not have the amended agreement. When we receive the same, it will be emailed to you.

9. [Action on the submission of the Wayne Senior Center’s Fiscal Year 2019 detailed plan of operation and budget to the Northeast Nebraska Area Agency on Aging; acceptance of new fiscal year Service Awards that have been awarded by the Area Agency; and approval of any revisions made during the fiscal year to the Service Awards](#)

Background: This is an annual action required to apply for and receive about \$40-60,000 per year in State subsidies for our Senior Center meals and meals on wheels.

10. [Resolution 2019-11: Supporting the Application for Nebraska Public Transportation Act Funds and approving the local fund match in the amount of \\$37,441](#)

Background: This is an annual action also. Please note that the numbers in the Resolution represent a 2-year grant funding period, instead of 1-year which is what it has been in the past.

11. [Resolution 2019-12: Approving Agreement between the City of Wayne and Certified Testing Services, Inc., for Geotechnical Exploration Services for the “2019 Nebraska Street Improvements, 2nd to 7th Street Project” – CDBG No. 16-CD-208](#)

Background: This agreement pertains to the “2019 Nebraska Street Improvements, 2nd to 7th Street Project” – CDBG No. 16-CD-208. The work has begun. We need to formally approve the Agreement.

12. [Resolution 2019-13: Setting the Board of Equalization Hearing Date on Street Improvement District No. 2017-01 - 4th Street Paving Project for March 5, 2019, at or about 5:30 p.m.](#)

Background: The project engineer and staff have prepared a spreadsheet of all the district project costs and have allocated those to the abutting property owners in the district on the basis of front footage. The Council must convene as a “Board of Equalization” and hold a public hearing for the property owners and residents of the city to comment on the method and fairness of the assessments. The recommendation of staff is to hold the public hearing at the March 5th City Council meeting.

13. [Resolution 2019-14: Setting the Board of Equalization Hearing Date on Sanitary Sewer Extension District No. 2017-01 - 4th Street Project for March 5, 2019, at or about 5:30 p.m.](#)

14. [Resolution 2019-15: Approving City of Wayne Retreat Goals](#)

Background: This Resolution outlines the current year goals and future goals brought forth at the 2019 Mayor and Council Retreat. Council may add, delete or move the goals from current to future or future to current, at their discretion at meeting time.

15. [Action on a Pay Application in the amount of \\$33,120,000 to Milo Meyer Construction, Inc., for the demolition of Riley’s](#)

Background: The work on this project is approximately 90% complete, and the request for payment has been made. The total project bid was \$36,800. This payment reflects 90% of the contract price.

16. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
February 5, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, February 5, 2019, 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 Dwaine Spieker, Terri Buck, Jon Haase, Chris Woehler, Jason Karsky, and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Jennifer Sievers and Matt Eischeid.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 24, 2019, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. 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 south wall of the Council Chambers 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 Haase made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of January 15, 2019, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 901.25; ALMQUIST, MALTZAHN, GALLOWAY & LUTH, SE, 27950.00; AMAZON, SU, 565.33; AMERITAS, SE, 111.71; AMERITAS, SE, 72.00; AMERITAS, SE, 2611.04; AMERITAS, SE, 76.48; APPEARA, SE, 155.84; BATTERY

SOLUTIONS, SU, 109.95; BLACK HILLS ENERGY, SE, 2353.73; BOMGAARS, SU, 416.73; BROWN SUPPLY, SU, 345.24; BSN SPORTS, SU, 604.98; CAP PETERSON, RE, 100.00; CASEY'S, RE, 470.00; CENTURYLINK, SE, 419.63; CITY EMPLOYEE, RE, 707.00; CITY EMPLOYEE, RE, 182.33; CITY EMPLOYEE, RE, 12.53; CITY EMPLOYEE, RE, 256.08; CITY EMPLOYEE, RE, 15.62; CITY EMPLOYEE, RE, 80.00; CITY EMPLOYEE, RE, 109.94; CITY OF WAYNE, PY, 71354.69; CITY OF WAYNE, RE, 1040.28; DEARBORN NATIONAL LIFE, SE, 99.76; DEMCO, SU, 425.18; DGR & ASSOCIATES, SE, 399.00; ECHO GROUP, SU, 405.89; ED M. FELD EQUIPMENT, SU, 75.00; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 307.83; ELLIS HOME SERVICES, SE, 2265.00; EMBASSY SUITE, SE, 798.00; ENVIRONMENTAL SERVICES, SE, 3120.00; ENVIROTECH SERVICES, SU, 5768.96; FIRST CONCORD GROUP, SE, 2841.76; FLOOR MAINTENANCE, SU, 237.45; FRED PRYOR SEMINARS, FE, 199.00; FREDRICKSON OIL, SU, 566.50; GALE/CENGAGE LEARNING, SU, 124.75; GODFATHERS PIZZA, SU, 106.39; GOLDSTAR PRODUCTS, SU, 644.10; GRAINLAND ESTATES, RE, 1404.14; GROSSENBURG IMPLEMENT, SU, 3367.87; HACH COMPANY, SU, 507.62; HAWKINS, SU, 1851.28; HEIKES AUTOMOTIVE, SE, 5.00; HILAND DAIRY, SE, 231.21; HOLIDAY INN OF KEARNEY, SE, 403.80; HUBER TECHNOLOGY, SU, 250.00; ICMA, SE, 9717.37; ICMA, SE, 9730.22; IRS, TX, 12492.80; IRS, TX, 9643.69; IRS, TX, 2921.72; J. F. AHERN CO, SE, 330.00; JEO CONSULTING GROUP, SE, 2047.50; JOHNSON HARDWARE, SU, 2295.49; LAYNE CHRISTENSEN, SE, 873.60; LOGAN VALLEY STRUTTER'S, RE, 150.00; LOUIS BENSCHOTER, RE, 1566.55; MIDLAND COMPUTER, SE, 2850.00; MILLER LAW, SE, 5067.09; MINDY HAASE, SE, 395.00; MUNICIPAL SERVICE, SU, 5957.73; MUNICIPAL SUPPLY, SU, 63.42; N.E. NEB CLERKS ASSOCIATION, FE, 20.00; NE DEPT OF REVENUE, TX, 3898.26; NE LAW ENFORCEMENT, FE, 156.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 361.00; NE RURAL WATER, FE, 275.00; NPPD, SE, 281053.78; NORTHEAST POWER, SE, 13417.72; NWOD, FE, 15.00; OVERHEAD DOOR, SU, 42.00; RANSON, KATYA, RE, 11.68; SKARSHAUG TESTING LAB, SE, 194.04; STAPLES, SU, 126.01; STATE NEBRASKA BANK-PETTY CASH, RE, 100.89; SUPERCIRCUITS, SU, 775.00; UNITED HEALTHCARE, SE, 43065.50; VAKOC CONSTRUCT, RE, 250.00; VIAERO, SE, 67.36; WAED, SE, 7871.00; WAYNE COMMUNITY SCHOOLS, RE, 6677.50; WAYNE COUNTY TREASURER, FE, 1169.50; WAYNE EAGLES CLUB, SE, 697.50; WAYNE RENTALS, RE, 20909.54; WISNER WEST, SU, 58.58; WRECK-AMENDED TOWING & RECOVERY, SE, 100.00; AERO-MOD, INC., SU, 6804.00; AMERICAN BROADBAND, SE, 2474.29; AMERITAS, SE, 72.00; AMERITAS, SE, 85.70; AMERITAS, SE, 124.94; AMERITAS, SE, 3027.02; APPEARA, SE, 81.19; BORDER STATES INDUSTRIES, SU, 64.21; CARHART LUMBER CO, SU, 126.10; CITY EMPLOYEE, RE, 373.92; CITY OF WAYNE, PY, 76559.10; COMFORT INN-GRAND ISLAND, SE, 249.00; COPY WRITE PUBLISHING, SU, 165.12; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DAYCLOUD STUDIOS, SE, 3600.00; EAKES OFFICE PLUS, SE, 56.81; EASYPERMIT POSTAGE, SU, 820.84; ECHO GROUP, SU, 613.66; EVETOVICH, MARK, SE, 180.00; FAITH REGIONAL PHYSICIAN SERV, SE, 30.00; FLOOR MAINTENANCE, SU, 26.50; FULDA ELECTRIC, RE, 50.00; GILL HAULING, SE, 237.50; GROSSENBURG IMPLEMENT, SU, 5.74; HACH COMPANY, SU, 41.94; HAWKINS, SU, 1119.92; HILAND DAIRY, SE, 28.57; HOMETOWN LEASING, SE, 409.53; HUBER TECHNOLOGY, SU, 86.00; HYDRAULIC SALES & SERVICE, SE, 90.00; IRS, TX, 3100.44; IRS, TX, 10401.64; IRS, TX, 13257.08; JWC ENVIRONMENTAL, SU, 81.90; KEPCO ENGRAVING, SU, 13.64; MAIN STREET GARAGE, SE, 150.00; NE DEPT OF REVENUE, TX, 4205.92; NNEDD, SE, 1080.00; NORTHEAST POWER, SE, 4805.00; OFFICE SYSTEMS COMPANY, SE, 224.70; ONE CALL CONCEPTS, SE, 14.62; OVERDRIVE, INC., SU, 679.39; PAC N SAVE, SE, 2918.40; PAC N SAVE, SU, 619.24; PRAUNER, TYLER, SE, 180.00; QUALITY FOOD CENTER, SU, 53.84; RETHWISCH, RICHARD, SE, 120.00; SCHEFFLER, JONAH, SE, 360.00; STAPLES, SU, 141.20; STATE NEBRASKA BANK-PETTY CASH, RE, 467.80; THREE RIVERS LIBRARY SYSTEM, FE, 20.00; TYLER TECHNOLOGIES, SE,

200.00; US BANK, SU, 7325.49; US FOODSERVICE, SU, 1027.90; UTILITIES SECTION, FE, 170.00; UTILITIES SECTION, FE, 1515.00; WAED, FE, 35.00; WAYNE COUNTY COURT, RE, 150.00; WAYNE HERALD, SE, 325.00; WAYNE VETERINARY CLINIC, SE, 168.00; WESCO, SU, 144.45; WAPA, SE, 19596.24; WILLIAMS, RON, SE, 120.00

Councilmember Haase made a motion, which was seconded by Councilmember Buck, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Terry Galloway of Almquist, Maltzahn, Galloway & Luth, presented the FY17-18 audit.

Luke Virgil, Director of Wayne Area Economic Development, presented the semi-annual report of the LB840 activity.

Luke Virgil, Director of Wayne Area Economic Development, was present representing the LB840 Revolving Loan Fund Review Committee. He stated this Committee met on January 10, 2019, and reviewed a revolving loan fund application to Wayne's Economic Development Program by Talon Capital, LLC. The Review Committee met with one of the principals from Talon Capital, LLC, and their primary lender, Midwest Bank. Talon Capital, LLC, intends to utilize the WEDP Funds to purchase the business known as D.V. Fyre-Tec, which is located in the Wayne Industrial Park. The company manufactures fire-rated windows for residential, commercial, institutional and industrial facilities. Talon Capital, LLC, hopes to expand D.V. Fyre-Tec over the next three years and add 10 full-time employees. Following the meeting with Talon Capital, LLC, the Review Committee discussed and took action on the request by Talon Capital, LLC, for an LB840 RLF Loan of \$250,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Talon Capital, LLC:

- Approval of the loan request of \$250,000;
- An interest rate to be set at 50% of the interest rate set by Midwest Bank (5.7%); and
- A loan repayment period of up to ten years.

This LB840 Revolving Loan Fund Review Committee is separate from the LB840 Sales Tax Advisory Committee. This committee consists of a CPA, finance administrator from Wayne State College, and a former banker from Wayne.

Jason Gehling, a representative of Talon Capital, LLC, was present to answer questions. He stated that this LB840 money will allow them to retain a significant amount of capital that they will be putting back into the project for hiring, equipment, and potentially expansion. It allows them, from a working capital standpoint, to be in a good position vs. being at the mercy of a lender.

Mayor Giese stated the LB840 funds are derived from city sales tax, which are paid by businesses and residents inside the city. As part of the application, we strongly encourage the applicants to either request annexation or become annexed as part of the application. Mr. Gehling responded that they would be open to looking at that.

Administrator Blecke stated it is legal to provide funds outside city limits. The voter-approved plan allows this within the 2-mile zoning jurisdiction.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$250,000 revolving loan to Talon Capital, LLC, with the following conditions: Add 5 new full-time employees within 3 years; interest rate will be 2.85%; and the loan becoming due and payable at 10 years. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, 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 regarding a Use by Exception Request for the Wayne Municipal Code B-3 Neighborhood Commercial District, specifically Section 152.082 (D) Exceptions (1) Auto Sales and Services, including open air display of new and used cars. The

applicant, Dustin Soden, is seeking the use by exception to obtain a dealer license to sell automobiles at 502 Main Street.

The Planning Commission reviewed this matter at their public hearing on February 4, 2019, and recommended approval thereof, subject to the following “Findings of Fact:”

1. Consistency with the current and future land use maps; and
2. Staff’s recommendation;

Dustin Soden was 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 2019-4, and moved for its approval; Councilmember Woehler seconded.

RESOLUTION NO. 2019-4

A RESOLUTION APPROVING THE APPLICATION OF DUSTIN SODEN FOR A ZONING USE BY EXCEPTION PERMIT TO OBTAIN A DEALER LICENSE TO SELL AUTOMOBILES AT 502 MAIN STREET.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing on the One and Six Year Street Improvement Program.

Joel Hansen, Street and Planning Director, presented the One and Six Year Street Improvement Program. This is a yearly requirement to receive Highway Allocation Funds from the Nebraska Department of Roads. He noted that just because a project is in the One and Six Year Street Improvement Plan does not mean the project has to be done that year. However, if the City would want to do a project that is not in the One and Six Year Street Improvement Plan, another public hearing would have to be held to amend the plan.

Upcoming projects, which include some carry-over projects from previous year(s), include the following:

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>

M – 617(91)	2019	Trail & Pedestrian Underpass on W. 7 th Street Located between CAC and Oak Drive	\$1,672,738
M – 617(117)	2019	Nebraska Street from E. 2 nd St. to E. 7 th – 1,800’ Construct Concrete Paving, Curb & Gutter, Storm Sewer, Sidewalks	\$850,000
M – 617(127)	2019	Downtown Alleys – 2,880’ Overlay and Concrete Paving	\$480,000
M – 617(119)	2019	South Windom Street from 232’ S of Folk St. to 333’ S of Folk St. Construct Concrete Paving, Curb and Gutter – 101’	\$25,000

M – 617(128)	2020	Pine Heights Road from E. 7 th to E. 10 th – 1,350’ Construct Concrete Paving, Curb & Gutter	\$630,000

M – 617(129)	2021	Fairgrounds Avenue from S. Main to S. Nebraska – 415’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$195,000
M – 617(115)	2021	W. 3 rd Street from Oak Dr. to 250’ E. of Oak Dr. – 250’ Construct Concrete Paving, Curb & Gutter	\$ 70,000

M – 617(107)	2022	Clark Street & S. Pearl Street . – 745’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$350,000
M – 617(114)	2022	W. 2 nd Street from Blaine St. to 360’ E of Blaine St. – 380’, Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$180,000

M – 617(98)	2023	Sherman Street from W. 5 th St. to W. 6 th St. – 300’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$140,000

M – 617(113)	2023	Sherman Street from W. 3 rd St. to W. 4 th St. – 300’ Construct Concrete Paving, Curb & Gutter	\$140,000
M – 617(116)	2023	W. 7 th Street from Haas Avenue to Pheasant Run – 1,650’ Storm Sewer & Sidewalk	\$110,000

M – 617(112)	2024	Lagoon Streets – 2,500’ Construct Concrete Paving	\$900,000
M – 617(130)	2024	W. 11 th Street from Main to Sherman – 1,550’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$850,000
M – 617(89)	2024	Lage Subdivision – South of Fairgrounds Avenue – 900’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$400,000
M – 617(120)	2024	Northern Ridge Drive from Highway 15 to W. 21 st St. – 1,800’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$800,000
M – 617(104)	2024	S. Lincoln Street from W. 1 st St. to 300’ S. of W. 1 st St. – 300’ Construct Concrete Paving, Curb & Gutter	\$90,000

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 Brodersen introduced Resolution 2019-5 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2019-5

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Administrator Blecke stated the following Resolution would approve the agreement between the City and JEO Consulting Group, who was appointed at the last meeting as the engineer on the CDBG No. 16-CD-208 – the “2019 Nebraska Street Improvements, 2nd to 7th Street Project.”

Jon Mooberry, representing JEO Consulting Group, was present to answer questions.

The fees for said services will be provided at an agreeable lump sum or hourly rates, only when authorized by the owner. The total fees shall not exceed \$117,430.

Councilmember Brodersen introduced Resolution 2019-6, and moved for its approval; Councilmember Woehler seconded.

RESOLUTION NO. 2019-6

A RESOLUTION APPOINTING JEO CONSULTING GROUP AS THE SPECIAL ENGINEER TO BE USED ON THE “2019 NEBRASKA STREET IMPROVEMENTS, 2ND TO 7TH STREET PROJECT,” WHICH IS IN CONJUNCTION WITH CDBG NO. 16-CD-208.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Administrator Blecke asked Council to table action on Resolution 2019-7 which would approve the agreement between the City of Wayne and Settje Agri Services and Engineering, Inc., for sludge disposal. There are still some things that need to be negotiated. This will not slow down the project.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, tabling action on Resolution 2019-7 – Approving Agreement between the City of Wayne and Settje Agri Services and Engineering, Inc., for sludge disposal. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Administrator Blecke stated that because we exercised the option to limit or reduce the amount of power we were to purchase under the 2002 NPPD Wholesale Power Contract, the attached Exhibit "E" is required to establish the base demand and energy amounts until the termination of the NPPD Wholesale Power Contract. The following Resolution will approve Exhibit "E" which will be made a part of the NPPD Wholesale Power Contract.

Councilmember Brodersen introduced Resolution 2019-8, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2019-8

A RESOLUTION APPROVING AMENDMENT TO THE WHOLESALE POWER CONTRACT BETWEEN NEBRASKA PUBLIC POWER DISTRICT AND THE CITY OF WAYNE, NEBRASKA.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Administrator Blecke stated the City's contract with Big Rivers Electric Corporation (BREC) allows for 15% of our energy to come from renewable sources. The City used this 15% (or very close to it) on the Cottonwood wind farm. BREC provides the capacity to firm up our load (by entering into a capacity agreement with the City). Northeast must provide their own capacity for their irrigation load as BREC is not providing that. Cottonwood has capacity that is now being allocated to their off-takers. For the City, this amounts to 836 kW. Northeast is offering \$1.25 per kW or \$1,045 per month with a 2% annual escalator that would cap at \$1.50; annual total would be \$12,540 for the first year. This amount would be passed through as a credit on our monthly BREC invoice (as BREC would collect from Northeast). At the meeting of December 18, 2018, Council approved the Agreement with a 5% annual increase. Northeast's board came back with this proposal.

Councilmember Brodersen introduced Resolution 2019-9, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2019-9

A RESOLUTION TO REPEAL RESOLUTION 2018-73 WHICH APPROVED THE CAPACITY PURCHASE AGREEMENT BETWEEN NORTHEAST NEBRASKA PUBLIC POWER DISTRICT, THE CITY OF WAYNE, NEBRASKA, AND BIG RIVERS ELECTRIC CORPORATION ON DECEMBER 18, 2018, AND TO APPROVE THE AMENDED CAPACITY PURCHASE AGREEMENT BETWEEN SAID PARTIES, AND AUTHORIZING THE EXECUTION THEREOF.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Administrator Blecke stated the following Resolution is an annual requirement to obtain funding from the Nebraska Department of Roads to help pay for the operating costs of the local public transportation system (handi-van).

Councilmember Brodersen introduced Resolution 2019-10, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2019-10

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, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Administrator Blecke advised the Council that after negotiating with Nebraska Public Power District, staff has come to an agreement with NPPD to purchase the diesel fuel – 105,914 gallons for \$1.70 per gallon, totaling \$180,053.80. Since we are severing ties with NPPD and NPPD owns the fuel, the options were for NPPD to come and get the fuel, we burn the fuel, or we purchase the same from NPPD. We did not want to have to burn the fuel. We put \$286,000 in the budget to pay for the fuel.

Councilmember Brodersen made a motion, which was seconded by Councilmember Woehler, approving the proposal to purchase the diesel fuel from Nebraska Public Power District – 105,914 gallons for \$1.70 per gallon, totaling \$180,053.80. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to approving the appointment of Terry Sievers, Wayne County Commissioner, to fill the unexpired term of Randy Larson on the Wayne Community Redevelopment Authority – term would expire December, 2021.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the appointment of Terry Sievers, Wayne County Commissioner, to fill the unexpired term of Randy Larson on the Wayne Community Redevelopment Authority – term would expire December, 2021. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Keith Moje, representing OCC Builders, LLC, was present to review the following Change Orders on the “Wayne Golf & Country Club Clubhouse Improvement Project:”

- Change Order No. 6 – add on of \$5,342.00 (add AFCO aluminum railing materials);
- Change Order No.7 – deduct of \$1,150.00 (Credit for soil testing money not used on the project);
- Change Order No. 8 – deduct of \$2,464.00 (Credit for remaining site paving money not used on the project); and
- Change Order No. 9 – add on of \$1,376.00 (Additional electrical material and labor).

Councilmember Brodersen made a motion, which was seconded by Councilmember Woehler, approving Change Order No. 6 – add on of \$5,342.00; Change Order No.7 – deduct of \$1,150.00; Change Order No. 8 – deduct of \$2,464.00; and Change Order No. 9 – add on of \$1,376.00 for the “Wayne Golf & Country Club Clubhouse Improvement Project” — OCC Builders, LLC. Mayor Giese stated the motion, and the result of roll call being all Yeas, with

the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

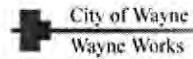
Pay Application No. 10 has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$52,379.00. The architect on the project has approved the same.

Councilmember Brodersen made a motion, which was seconded by Councilmember Woehler, approving Pay Application No. 10 for \$52,379.00 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Pay Application No. 11 - Final has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$53,873.00. The architect on the project has approved the same.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving Pay Application No. 11 - Final for \$53,873.00 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Buck made a motion, which was seconded by Councilmember Spieker, to adjourn the meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Eischeid who were absent, the Mayor declared the motion carried and the meeting adjourned at 6:47 p.m.



Vendor	Payable Description	Payment Total
APPEARA	MAT SERVICE	34.21
BAKER & TAYLOR BOOKS	BOOKS	743.27
BLUE DEVIL BOOSTER CLUB	SPORTS PROGRAM-HOLIDAY TOURNAMENT	100.00
BORDER STATES INDUSTRIES, INC	FIRE RESISTANT CLOTHING	261.29
CHEMQUEST, INC.	QUARTERLY MONITORING	695.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,718.58
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	37.43
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4,928.04
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	30.64
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	28.53
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	11.14
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2.45
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	15.62
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	49.95
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	8.91
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	22.28
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	97.01
COPY WRITE PUBLISHING	SHIPPING CHARGES	24.14
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	210.55
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	60.15
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	69.00
DAYCLOUD STUDIOS	SOCIAL MEDIA IMAGES	350.00
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,452.71
DEMCO INC	BOOK JACKETS/BOOKMARKS	113.46
DUTTON-LAINSON COMPANY	VOLT METER	659.12
EAKES OFFICE PLUS	COPY CHARGES	1,143.72
ECHO GROUP INC JESCO	BREAKER/CONNECTOR	93.01
ED M. FELD EQUIPMENT CO INC	SAFETY CAP	248.50
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	992.90
GROSSENBURG IMPLEMENT INC	FILTERS	78.13
HAWKINS, INC	WATER TREATMENT CHEMICAL	418.26
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	138.55
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,831.95
INTERSTATE ALL BATTERY	BATTERIES	124.30
INTERSTATE BATTERY SYSTEM	BATTERIES	231.90
JACK'S UNIFORMS	POLICE UNIFORM	901.35
KLEIN ELECTRIC	DIRECTIONAL BORING	11,928.00
LUTT OIL	GASOLINE	3,386.55
MARCO INC	COPIER LEASE	126.36
MATHESON-LINWELD	OXYGEN	44.02
MICHAEL TODD & CO INC	SIGNS	574.86

Vendor	Payable Description	Payment Total
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	171.50
NE CODE OFFICIAL ASSOCIATION	MEMBERSHIP DUES	130.00
NE DHHS	SWIMMING POOL PERMIT	40.00
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	36,298.08
NOECKER, BROOKLYNN	OVERPAYMENT ON CAC	15.00
NORTHEAST TIRE SERVICE	TRAILER TIRE	135.00
OCC BUILDERS LLC	WAYNE COUNTRY CLUB -CLUBHOUSE	52,379.00
OCC BUILDERS LLC	WAYNE COUNTRY CLUB-CLUBHOUSE	53,873.00
ONE OFFICE SOLUTION	40 CASES OF COPY PAPER	1,436.00
OVERDRIVE, INC.	E BOOKS	393.47
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	90.00
QUALITY FOOD CENTER	DETERGENT	45.59
RON'S RADIO	PAGER BATTERY	136.50
S & S WILLERS, INC.	CONCRETE GRAVEL	1,282.69
SHOPKO	COFFEE/KLEENEX/GLITTER	55.09
SKARSHAUG TESTING LAB INC	GLOVE & SLEEVE TESTING	457.60
SPARKLING KLEAN	JANITORIAL SERVICE	2,892.86
STEFFEN TRUCK EQUIPMENT INC	GASKET	27.03
STURM, MIKE	COMMUNITY ROOM RENTAL REFUND	60.00
VERIZON WIRELESS SERVICES LLC	CELL PHONES	318.08
WAYNE AUTO PARTS	FILTERS/BRAKES/BEARINGS/TOOLS	1,665.92
WAYNE HERALD	ADS AND NOTICES	820.69
WESCO DISTRIBUTION INC	FAULT INDICATOR/OPTIC LEADS	3,177.90
WESCO DISTRIBUTION INC	MIDGET FUSES REISSUE	426.93
WISNER WEST	FD GASOLINE	61.06
	Grand Total:	200,628.68

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CITY OF WAYNE
OFFICE OF THE MAYOR

Proclamation

WHEREAS, there are individuals and families in our community adversely affected by problem gambling; and

WHEREAS, compulsive gambling is often hidden from family members, social services and mental health professionals; and

WHEREAS, compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and

WHEREAS, it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

NOW, THEREFORE, I, Cale Giese, Mayor of Wayne, Nebraska, do hereby proclaim March, 2019, as “**Problem Gambling Awareness Month**” and urge citizens to learn more about the consequences of problem gambling and help available through the Nebraska Gamblers Assistance Program.

THE CITY OF WAYNE, NEBRASKA,

By _____
Cale Giese, Mayor

ATTEST:

City Clerk

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Betty McGuire - Power Drive Rally May 4th - Street Closure

From: Tony Cantrell <ancantr1@waynebluedevels.org>
To: Betty McGuire <betty@cityofwayne.org>
Date: 1/31/2019 3:16 PM
Subject: Power Drive Rally May 4th - Street Closure

Hello,

We are making plans to host another Power Drive rally this spring. Can I get placed on the agenda for an upcoming city council meeting to discuss the closure of east 10th street and portable restrooms?

Details:

Who: EVERON (Electric Vehicle Energy Research of Nebraska) and Tony Cantrell

What: 2019 Power Drive State Championship

When: May 4th, 2019 8:00am - 5:00pm

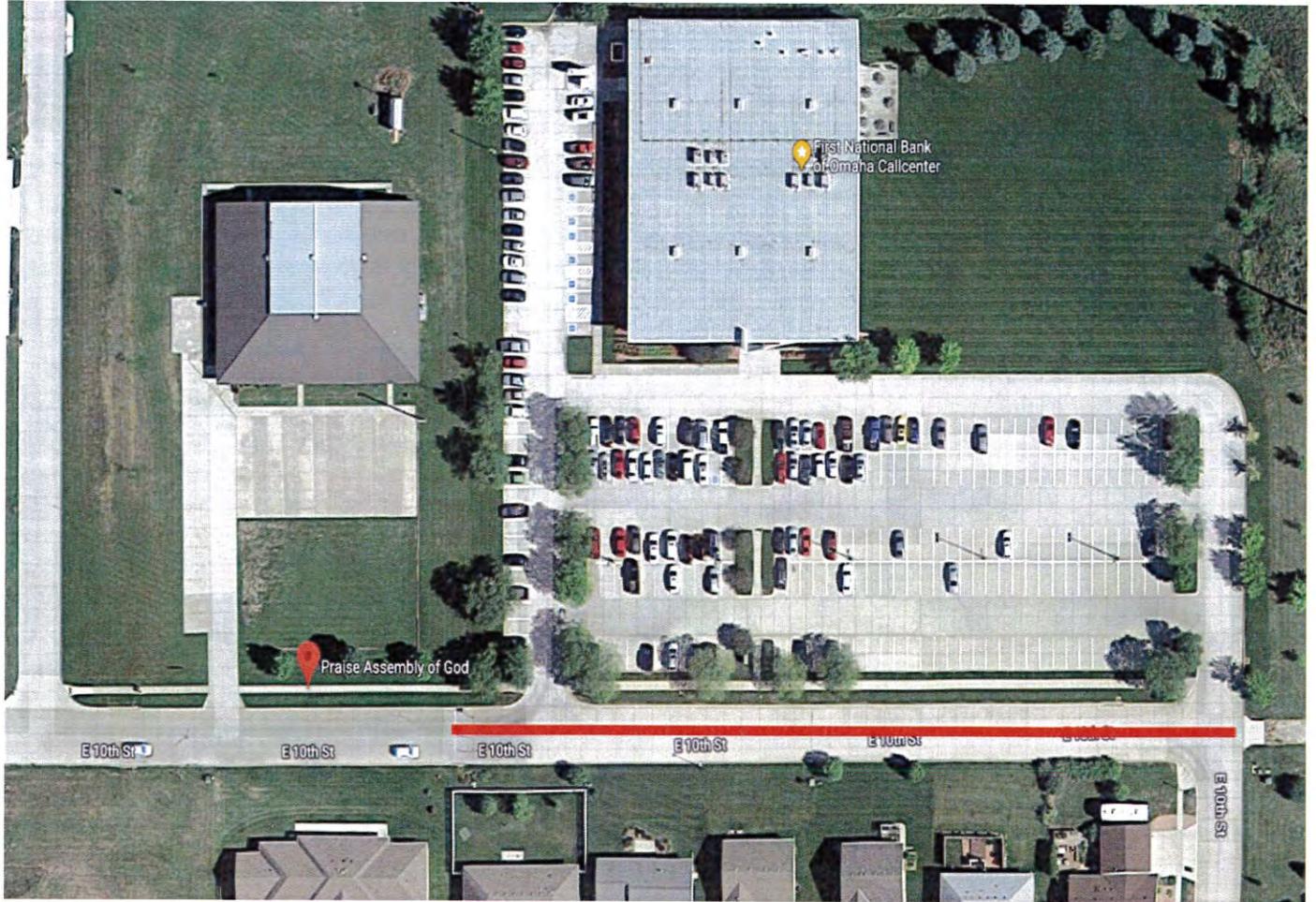
We are requesting: Street closure of East 10th street 200' East of Angel Avenue to Hillside Drive (red line on attached picture), and portable restrooms for event.

We will obtain liability insurance for the event.



Thank you,





RESOLUTION NO. 2019-7

A RESOLUTION APPROVING PROPOSAL WITH SETTJE AGRI SERVICES AND ENGINEERING, INC. (SASE) ON THE “LAGOON SLUDGE REMOVAL & APPLICATION PROJECT.”

WHEREAS, JEO Consulting Group, Inc., was tasked with developing a guide to assist SASE with compliance of regulations for the disposal of sludge; and

WHEREAS, SASE has submitted a proposal for sludge removal and application, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the proposal has been reviewed by the City’s Engineer on the project, JEO Consulting Group, Inc., and staff; and

WHEREAS, SASE will receive a fee of \$3.50 per ton on all solid products removed from the lagoon, with fees being used to cover costs of services as well as towards subsidies to offset some cost of hauling and applications to parties receiving biosolids for land application; and

WHEREAS, SASE will also receive an additional fee of \$.75 per ton from the City of Wayne in instances where SASE is required to hire the loading of biosolids; and

WHEREAS, JEO Consulting Group, Inc., and staff are recommending that the proposal, as submitted by SASE, be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the proposal for the “Lagoon Sludge Removal & Application Project,” as submitted by SASE and filed with the City Clerk be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with SASE for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 19th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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

1. To ensure that all published material and news releases conspicuously acknowledge the Nebraska Health & Human Services – Division of Aging and the Area Agency on Aging's support of this project.
2. To report promptly and accurately to the Nebraska HHS – Division of Aging and the Area Agency on Aging when requested to do so and to supply such data and information as may be requested.
3. To make the financial and program records of the project supported by this award or contract available to representatives of the Nebraska HHS – Division of Aging and the Area Agency on Aging when requested to do so.
4. To ensure that the federal share of this III-B project year shall meet any amount less than \$19,919 but in no case shall the federal share exceed \$19,919 of the total project costs.
5. To ensure that the federal share of this III-C project year shall meet any amount less than \$29,756 but in no case shall the federal share exceed \$29,756 of the total project costs.
6. To ensure that the federal share of this III-E project year shall meet any amount less than \$3,000 but in no case shall the federal share exceed \$3,000 of the total project costs.
7. To have, and to furnish assurance thereof that it has in force, third party blanket liability coverage sufficient to protect it and the Area Agency on Aging in case of accident on the project premises.
8. To comply with Title VI of the Civil Rights Act of 1964, (P.L. 88-352), and the regulations issued pursuant thereto. An assurance of compliance with such regulations (Form AoA-441) is attached.
9. To maintain methods of personnel administration consistent with the State of Nebraska Merit System, where applicable and with a written EEO Affirmative Action Manual on file with the Nebraska HHS—Division of Aging.
10. To assure that all expenditures incurred by the sponsor will be in accordance with the cost policies of the Nebraska HHS – Division of Aging and the Department of Health, Education and Welfare as set forth in Federal Regulations Title 45, Part 74.
11. To operate in accordance with the Older Americans Act of 1965, as amended, and the regulations and instructions issued thereunder.

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

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

Date _____ Signature _____

Name (please print) _____

Title _____

BOARD OF DIRECTORS REVIEW STATEMENT

FY 2020

The Board of Directors for the City of Wayne has received, reviewed, and approved for submission this Center's Budget Application to the Northeast Nebraska Area Agency on Aging.

Attach a copy of the minutes of this Board meeting.

Board of Directors Signatures:

- | | |
|----------|-----------|
| 1. _____ | 9. _____ |
| 2. _____ | 10. _____ |
| 3. _____ | 11. _____ |
| 4. _____ | 12. _____ |
| 5. _____ | 13. _____ |
| 6. _____ | 14. _____ |
| 7. _____ | 15. _____ |
| 8. _____ | 16. _____ |

This review and action was made at a _____ regular meeting
(check one) special meeting

City of Wayne
Senior Center Name

Date of Meeting (Month / Day / Year)

Chairman's Name (please print)

Chairman's Signature

Date Signed

III-B / III-C / III-E ASSURANCE OF COMPLIANCE
With the Department of Health, Education, and Welfare Regulations
Under Title VI of the Civil Rights Act of 1964

FY 2020

City of Wayne (hereinafter called the "Sub Recipient") **HEREBY AGREES**

THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub Recipient receives federal financial assistance from the Northeast Nebraska Area Agency on Aging, a recipient of federal financial assistance from the Department (hereinafter referred to as "NENAAA"); and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Sub Recipient by NENAAA, this assurance shall obligate the Sub Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose of which the federal financial assistance is expended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub Recipient for the period during which the federal financial assistance is expended to it by NENAAA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Sub Recipient by NENAAA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Sub Recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that NENAAA or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below who are authorized to sign this assurance on behalf of the Sub Recipient.

Date _____

Signature _____

Name (please print) _____

Title _____

RESOLUTION NO. 2019-11

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

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

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

WHEREAS, the estimated cost of said program by source of funds is \$146,517 in Federal Funds, \$37,443 in State Funds and \$37,441 in local funds from the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City hereby supports the application for Nebraska Public Transportation Act Funds and agrees to provide the necessary \$37,441 in matching funds for said program.

PASSED AND APPROVED this 19th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-12

A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR GEOTECHNICAL EXPLORATION SERVICES FOR THE “2019 NEBRASKA STREET IMPROVEMENTS, 2ND TO 7TH STREET PROJECT” – CDBG NO. 16-CD-208.

WHEREAS, the Wayne City Council is desirous of entering into an agreement with Certified Testing Services, Inc., for geotechnical exploration services relating to the “2019 Nebraska Street Improvements, 2nd to 7th Street Project” – CDBG No. 16-CD-208;

WHEREAS, a proposal has been requested and received from Certified Testing Services, Inc., to provide geotechnical exploration services; and

WHEREAS, Certified Testing Services, Inc., based on the scope of work outlined in the proposal, proposes to perform the same for a lump sum amount of \$1,500, and they have estimated the cost for performing the construction testing would range from \$6,500 to \$8,000; and

WHEREAS, staff recommendation is to accept the proposal of Certified Testing Services, Inc., for said services for the above-named project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal for the geotechnical exploration services for the “2019 Nebraska Street Improvements, 2nd to 7th Street Project” – CDBG No. 16-CD-208, be accepted as recommended, and the Mayor be and he hereby is hereby authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 19th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

January 22, 2019

Attn: Mr. Wes Blecke
City Administrator
City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

RE: Geotechnical Exploration Services
Nebraska Street Improvements
Wayne, Nebraska
CTS Proposal Number 4750

Dear Mr. Blecke,

Introduction

Certified Testing Services, Inc. is pleased to submit this proposal to perform a geotechnical exploration for the above referenced project. This proposal presents our understanding of the furnished project information, scope of work, as well as schedule and fees.

Project Information

Mr. Jon Mooberry, P.E. of JEO Consulting Group Inc. presented project information in an email on January 14, 2019. The email included an aerial photograph indicating the three proposed boring locations. CTS understands that the project will consist of the reconstruction of Nebraska Street beginning just south of Highway 35 and extending five blocks south to East 2nd Street in Wayne, Nebraska. CTS also understands that the project will also include the reconstruction of the storm sewer trunk along Nebraska Street. CTS assumes that the storm sewer will be at a maximum depth of 5 feet below existing grade.

Scope of Work

Based on the request of Mr. Mooberry, CTS proposes to perform three to depths of 10 feet below the existing top of pavement in the area where the locations were indicated by JEO Consulting Group Inc. At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and tested to determine select engineering properties that will be used in our analysis. The results of the fieldwork, laboratory testing, project information and other information will be evaluated by a professional engineer familiar with the soil conditions in the project area and presented in a report.

Items that will be addressed in the report include our understanding of the project information, topographic and subsurface information, review of geologic and subsurface information, review of field and laboratory test procedures, recommendations on the suitability of the subgrade soils for bedding utilities and trench backfill, provide recommendations for pavement subgrade preparation, recommendations for pavement thickness for PCC, provide existing pavement thickness, and provide groundwater information.

The scope of services is based on the public utilities being located by CTS and the site being accessible to a truck mounted drill rig. It is understood that the Mr. Mooberry will provide permission to access the work area. **It should be noted that Nebraska One Call service will not locate private utilities. The owner should make CTS aware of all private utilities. CTS cannot be held responsible for utilities that we cut that we are not made aware of their specific location.** Field and laboratory testing will be performed, where applicable, in accordance with ASTM procedures. Our scope of work does not include an evaluation of existing environmental conditions.

Cost

Based on the scope of work discussed above, CTS proposes to perform the work for a lump sum amount of \$1,500.00, which includes two hard copies and an electronic copy of the final report and traffic control. CTS has estimated that the cost for performing the construction testing based on seven trips for performing concrete testing and ten trips for performing soil testing would range from \$6,500.00 to \$8,000.00 depending on the amount of site time required and would be billed based on the attached "Construction Testing Schedule of Services and Fees". Where possible CTS will prorate the travel cost with other projects in the area. It is further proposed to perform the work in accordance with the attached CTS General Conditions.

Our lump sum geotechnical fee covers the activity required to present our findings in report form. Our lump sum geotechnical fee includes up to one hour of engineering services for the review of drawings and specifications in our office to determine their compliance with our report. This proposal does not include the preparation of construction specifications, special conferences and other activities requested after submittal of our report.

Schedule and Authorization

Based on our present schedule, we can commence the fieldwork within five to ten working days, if weather conditions allow. CTS's written report would follow within five working days of completion of the fieldwork.

CTS will proceed with the fieldwork based on the receipt of a signed copy of this proposal. To speed up the process a copy of the signature page may be faxed to (712) 252-0110 or emailed to mdailey@ctsgeo.com and would serve as written authorization. Please complete as many items as possible on the attached project data sheet and return the signed agreement.

City of Wayne
January 22, 2019
CTS Proposal 4750
Page 4 of 9

CTS appreciates the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or need additional information, feel free to contact our office.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Matthew R. Dailey, P.E.
Staff Engineer



James A. Bertsch, P.E.
Geotechnical Department Manager

MRD/JAB/md

Attachments: Geotechnical Schedule of Services and Fees
Construction Testing Schedule of Services and Fees
Project Data Sheet
Limit of Liability
General Conditions

<p>AGREED TO THIS _____ DAY OF _____, 20____</p> <p>SIGNATURE: _____</p> <p>PRINTED NAME: _____</p> <p>TITLE: _____</p> <p>FIRM: _____</p>
--

GEOTECHNICAL SCHEDULE OF SERVICES AND FEES

<u>Field Services</u>	<u>Unit</u>	<u>Unit Fees</u>
Mobilization	Per Mile	\$3.75
Drilling	Per Foot	11.00
Sampling	Each	10.00
Coring and Patching	Each	75.00
Standby	Per Hour	150.00
 <u>Lab Services</u>		
Atterberg Limits	Each	\$90.00
Moisture Content	Each	8.50
Dry Density	Each	10.50
Unconfined Compression	Each	15.50
Gradation Test	Each	90.00
 <u>Report</u>		
Senior Engineering Technician	Hour	64.00
Crew Chief	Hour	74.00
Staff Engineer	Hour	130.00
Senior Engineer	Hour	160.00

CONSTRUCTION TESTING SCHEDULE OF SERVICES AND FEES

<u>SERVICES</u>	<u>UNIT</u>	<u>UNIT FEES</u>
Trip Charge	Per Mile	\$.70
Standard Proctor	Each	140.00
Soils Technician	Per Hour	64.00
Concrete Technician	Per Hour	64.00
Concrete Test Cylinder Molds	Each	2.00
Compressive Strength of Cylindrical Concrete	Each	14.00
Entry and Curing Charge for Spare Cylinders	Each	9.00
Report Preparation	Per Hour	30.00

Certified Testing Services will not charge overtime on this project

There will be no additional charges for equipment rental

No hidden fees

**CERTIFIED TESTING SERVICES, INC
PROJECT DATA SHEET
SUBSURFACE EXPLORATION**

1. Project Name: _____
2. Project Location: _____
3. Your Job Number _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Distribution of Reports:
Copies To: _____ Copies To: _____

Attn: _____ Attn: _____
6. Invoicing Address:

Attn: _____

LIMITATION OF LIABILITY

In recognition of the related risks, rewards, and benefits to both the client and CTS, the risks have been allocated such that the client agrees to limit CTS's liability to the client and all other parties claiming to have relied on CTS's work provided through the client to the amount of the applicable insurance coverage. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

This limit of liability shall only apply to any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the project or the agreement.

GENERAL CONDITIONS

SUBSURFACE EXPLORATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Access to Sites

Unless otherwise agreed, the client will furnish CTS with right-of-access to the site in order to conduct the planned exploration.

While CTS will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

SECTION 3: Soil Boring Locations

The client will furnish CTS with a diagram indicating the location of the site. Test boring locations may also be indicated on the diagram. CTS reserves the right to deviate a reasonable distance from the boring locations specified unless this right is specifically revoked by the client in writing at the time the location diagram is supplied. CTS reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to CTS prior to the date of this contract.

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and evaluation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 4: Utilities

In the performance of its work, CTS will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The client agrees to hold CTS harmless and indemnify CTS for any claims, payments or other liability, including costs and attorney fees incurred by CTS for any damages to subterranean structures which are not called to CTS's attention and correctly shown on plans furnished to CTS.

SECTION 5: Samples

CTS will retain all soil and rock samples for 30 days after submission of the report. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three (3) copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding a maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all businesses or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive

and/or 4) Protection of CTS against claims or liabilities arising from performance or services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that the subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies which CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

CTS's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waives any claim against CTS and agrees to indemnify and save CTS, its agents, and its employees harmless from any claim, liability or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to CTS's performance of services hereunder.

SECTION 13: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analysis and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 14: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P O Box 1193
Sioux City, Iowa 51102

RESOLUTION NO. 2019-13

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

Section 1. That the Mayor and City Council will meet as a Board of Equalization at 5:30 p.m. on the 5th day of March, 2019, in the Council Chambers at City Hall in Wayne, Nebraska, for the purpose of hearing objections to and for equalizing assessments proposed to be levied in Street Improvement District No. 2017-01 – 4th Street.

Section 2. That the notice of said meeting and hearing in the form submitted to this meeting and attached hereto be published in the Wayne Herald on the following dates:

February 21, 2019
February 28, 2019

Section 3. That the City Clerk be and hereby is instructed to mail a copy of said Notice to all known resident and non-resident owners of property in said Street Improvement District No. 2017-01 – 4th Street, and to any other party appearing to have a direct interest in such action or proceedings; and

Section 4. That at said time and place, the Mayor and City Council of said City will sit as a Board of Equalization and will grant a hearing to all persons interested and the Mayor and City Council will pass a resolution making said special assessments as provided by law.

PASSED AND APPROVED this 19th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-14

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

Section 1. That the Mayor and City Council will meet as a Board of Equalization at 5:30 p.m. on the 5th day of March, 2019, in the Council Chambers at City Hall in Wayne, Nebraska, for the purpose of hearing objections to and for equalizing assessments proposed to be levied in Sanitary Sewer Extension District No. 2017-01 – 4th Street.

Section 2. That the notice of said meeting and hearing in the form submitted to this meeting and attached hereto be published in the Wayne Herald on the following dates:

February 21, 2019

February 28, 2019

Section 3. That the City Clerk be and hereby is instructed to mail a copy of said Notice to all known resident and non-resident owners of property in said Sanitary Sewer Extension District No. 2017-01, and to any other party appearing to have a direct interest in such action or proceedings; and

Section 4. That at said time and place, the Mayor and City Council of said City will sit as a Board of Equalization and will grant a hearing to all persons interested and the Mayor and City Council will pass a resolution making said special assessments as provided by law.

PASSED AND APPROVED this 19th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

[SEAL]

PUBLIC NOTICE

RESOLUTION NO. 2019-15

A RESOLUTION IDENTIFYING CITY OF WAYNE GOALS.

WHEREAS, the Mayor and City Council met in open session on January 18th and 19th, 2019, with the express purpose of identifying and developing goals for the City; and

WHEREAS, there were new and expanded items in addition to goals from the prior year that were considered during the retreat, some for their guidance of future strategies and policies, and many for their consolidated value as specific goals over one to five year periods; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the strategic planning goals of the City are as follows:

CURRENT YEAR GOALS

- Engineer a new Water Transmission Main (loop)
 - Consider additional water source (well)
 - Obtain costs for updating/purchasing new well control system
- Community Activity Center:
 - Review parking issues
 - Review coaching positions and standards
 - Review CAC Fees – add a military discount
 - Install water bottle fountain at CAC
 - Continue to enhance CAC amenities (water bottle fountain)
- Continue to discuss options for City Hall/Council Chambers accessibility
 - Renovate existing vs. add on to existing site vs. build new City Hall
- City Auditorium:
 - Make improvements and encourage utilization of the facility
- Amend Park Fee Ordinance (eliminate land donation option)
- Address garbage containers in right-of-way
- Review Investment Policy
- City Properties:
 - 4th Street (replat and develop)
 - 21st Street land
 - 10th & Main – dedicate a portion as right-of-way; sell or develop
- Protect Right-of-Way – visibility and safety
- ADA sidewalks at public places (e.g. Bressler Park)
 - Park Improvements – focus on East Park, Bressler, Sunnyview & Ashley
- Improvements at Bressler Park
 - Stage upgrades (canopy)
- Investigate the feasibility of apartments above businesses downtown
- Evaluate imposing a “Vacancy Tax”
- Discuss a half cent sales tax initiative on the ballot for projects
- Development strategies
 - Revisit the blight and substandard designations
 - Rezoning – future land use (direct Planning Commission to review zoning map and future land use maps)
- Continue discussion on Old Pool use
 - Keep bathhouse for possible trailhead
 - Retain parking lot
- Consider Annexation possibilities – Town Hall Meeting

FUTURE GOALS

- Continue plans to fully decommission lagoon and begin development
- Continue discussion on the future of electricity (2019 and beyond)
 - Power Plant future including exploring options on fast start engine
 - Current substation status and discuss an additional substation
- Discuss replacing Hank Overin Lighting
- Explore opportunities for Community Activity Center use by other entities
- Put electric substation on hold – use those monies to evaluate and make repairs to downtown alleys and install underground powerlines on both sides of Main Street

The Council shall regularly evaluate the progress toward achieving the aforesaid goals.

The Mayor and Council shall consider the annual restatement and expansion of goals as a matter of policy.

PASSED AND APPROVED this 19th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)

INVOICE

Milo Meyer Construction, Inc.
1002 Industrial Road
Wayne NE 68787
(402) 375-3440

Invoice Number 180333

Invoice Date 02/08/19

Page 1

SOLD City of Wayne
TO 306 Pearl Street
PO Box 8
Wayne NE 68787



TYPE	QUANTITY	DESCRIPTION	PRICE	UOM	AMOUNT	TAX
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Projects	0.9000	Demolition at Rileys Work Completed: Building site removal 100% Concrete removal 90% We expect to finish the concrete removal week of Feb 11-18 We will finish hauling dirt in the hole as soon as the ground thaws and we can finish up the site. If you have any questions, please contact me. Steve Meyer 402-369-0283	36,800.00	hrs	33,120.00	
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Federal Tax ID 47-0614752

Subtotal	33,120.00
* Sales Tax	0.00
Invoice Total	33,120.00
Payments	0.00
Net Due	33,120.00