

**AGENDA  
CITY COUNCIL MEETING  
May 5, 2020**

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

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 at [cityofwayne.org/8/Government](http://cityofwayne.org/8/Government).

**Citizens have the right under the Open Meetings Act to attend all meetings of public bodies. Pursuant to the Governor’s Executive Order No. 20-03, this meeting will be held by video/telephone conference. Members of the public may attend this meeting electronically.**

**Please join this meeting from your computer, tablet or smartphone by going to the City of Wayne website at [cityofwayne.org](http://cityofwayne.org).**

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.

2. [Approval of Minutes – April 21, 2020](#)
3. [Approval of Claims](#)
4. Update on COVID-19 Pandemic
5. [Resolution 2020-23: Approving Memorandum of Understanding between the City of Wayne and Northeast Nebraska Public Health Department](#)

**Background:** This Memorandum of Understanding puts in place the authority for the Northeast Nebraska Public Health Department (NNPHD) to be able to implement local directed health measures in the future if deemed necessary at the local level. This process is only to allow NNPHD to do this in the future if needed.

6. [Resolution 2020-24: Approving Agreement with Certified Testing Services, Inc., for the “Transmission Water Main from North Well Field to City Limits Project”](#)

**Background:** Certified Testing Services, Inc., has submitted a proposal to provide testing services needed for this project. Roger Protzman, JEO Consulting Group, Inc., has estimated about two trips per mile to satisfy the County. Their fees are estimated to be \$311.50 (full trip) or \$209.75 prorated trip (if in the area). We like to keep this service separate from the engineering contract as it is more economical for the City.

7. [Ordinance 2020-1: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 78 Parking, Section 78-126 Prohibited Parking; Northeast Quadrant of the City – Summerfield Drive and Industrial Drive \(Third and Final Reading\)](#)

**Background:** Recall, the second reading of this ordinance took place back on February 4<sup>th</sup> so that communication could take place with Williams Form as to what they were planning for parking on premises, etc. The original ordinance was brought forth with no parking on the south and west sides of Summerfield Drive and Industrial Drive, respectively. After the first reading, Council asked that both sides of Summerfield Drive and Industrial Drive be prohibited from parking. That is how it stands now. Williams Form Engineering has requested that a portion on the north side of Summerfield Drive be allowed for limited (2-hour) parking. This would allow a semi or two the ability to park near the plant entrance during busy unloading/loading times.

8. [Ordinance 2020-7: Amending the City of Wayne Land Use Map of the Comprehensive Plan \(Second Reading\)](#)
9. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
April 21, 2020**

The Wayne City Council met in regular session by way of telephone/video conference due to circumstances associated with the COVID 19 Pandemic on April 21, 2020, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order with the following in attendance: Councilmembers Dwaine Spieker, Terri Buck, Jon Haase, Jennifer Sievers, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 9, 2020, 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 southwest wall of the Council Chambers, as well as on the City of Wayne website at [cityofwayne.org/8/Government](http://cityofwayne.org/8/Government), 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 April 7, 2020, 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:

**VARIOUS FUNDS:** APPROVED ON 4/7/20: SIOUX CONTRACTORS, SE, 20520.00  
AGRIVISION EQUIPMENT GROUP, SE, 56.29; AMERITAS, SE, 154.17; AMERITAS, SE,  
2340.92; AMERITAS, SE, 72.00; AMERITAS, SE, 89.61; APPEARA, SE, 103.60; BAKER &

TAYLOR BOOKS, SU, 622.56; BIG RIVERS ELECTRIC CORPORATION, SE, 124417.84; BLACKSTONE PUBLISHING, SU, 65.89; BOMGAARS, SU, 2463.08; BORDER STATES INDUSTRIES, SU, 1207.05; BROWN, CORY, RE, 250.00; CARROLL DISTRIBUTING, SU, 2553.68; CDW GOVERNMENT, SU, 4202.55; CITIZENS STATE BANK, RE, 2034.28; CITY EMPLOYEE, RE, 388.74; CITY EMPLOYEE, RE, 3411.00; CITY EMPLOYEE, RE, 2256.80; CITY EMPLOYEE, RE, 100.18; CITY OF WAYNE, PY, 73078.86; CITY OF WAYNE, RE, 1251.57; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; DUTTON-LAINSON, SU, 13867.20; ED M. FELD EQUIPMENT, SU, 565.00; FREDRICKSON OIL, SU, 482.16; GALE/CENGAGE LEARNING, SU, 49.38; GERHOLD CONCRETE, SU, 1141.28; HILAND DAIRY, SE, 195.21; ICMA, SE, 8056.41; INGRAM LIBRARY SERVICES, SU, 784.29; IRS, TX, 2887.08; IRS, TX, 9204.38; IRS, TX, 12344.84; L.G. EVERIST, SU, 740.17; LOEWENSTEIN, DAVID, SE, 375.00; NE DEPT OF REVENUE, TX, 3940.63; NMPP ENERGY, FE, 1000.00; NOVA FITNESS EQUIPMENT, SE, 319.25; OVERDRIVE, INC, SU, 1001.16; PER MAR SECURITY SERVICES, SE, 843.20; POLLARD PUMPING, SE, 440.00; PROVIDENCE MEDICAL CENTER, SE, 240.00; QUALITY FOOD CENTER, SU, 92.24; SEBADE HOUSING LLC, RE, 2090.45; SIOUX CONTRACTORS, SE, 20520.00; SIOUXLAND ETHANOL, RE, 250.00; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1262.00; STAPLES, SU, 495.81; STATE NEBRASKA BANK & TRUST, SE, 45.92; US BANK, SU, 11676.72; WAYNE COMMUNITY SCHOOLS, RE, 2221.25; WESCO, SU, 7240.69; WESTERN RIDGE III, RE, 11038.06; ACES, SE, 928.29; BLUE CROSS BLUE SHIELD, SE, 52148.99; BOMGAARS, SU, 12.45; BROWN PLUMBING, SU, 14.40; CITY EMPLOYEE, RE, 22.25; DEARBORN LIFE INSURANCE COMPANY, SE, 93.38; ECHO GROUP, SU, 276.95; GERHOLD CONCRETE, SU, 2463.52; HILAND DAIRY, SE, 18.52; IIMC, FE, 170.00; IOWA PUMP WORKS, SU, 1608.00; JEO CONSULTING GROUP, SE, 15985.06; L.G. EVERIST, SU, 722.79; MARCO TECHNOLOGIES, SE, 191.17; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 45.00; OLSSON ASSOCIATES, SE, 523.50; OVERHEAD DOOR, SU, 202.00; PRECISION CONCRETE CUTTING, SE, 1896.00; PREMIER BIOTECH, SE, 110.00; STAPLES, SU, 111.22; STATE NEBRASKA BANK & TRUST, RE, 51562.50; STATE NEBRASKA BANK & TRUST, RE, 4813.75; T & S TRUCKING, SE, 437.52; TITAN MACHINERY, SU, 31.16; TRUCK CENTER COMPANIES, SU, 636.65; WISNER WEST, SU, 41.68

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

Mayor Giese proclaimed April 24, 2020, as “Arbor Day.”

Bob Ensz, representing the Wayne Rotary Club, was present requesting Council consideration to allowing the Wayne Rotary Club to install a permanent ping-pong table at College View Park (old swimming pool location). This would replace the slide located at the northeast corner of the shelter house. The City crew would help install the table.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving the request of Bob Ensz, representing the Wayne Rotary Club, to install a

permanent ping-pong table at College View Park (old swimming pool location). Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class C Liquor License on behalf of M. Hammer, LLC, d/b/a “Broken Antler” located at 111 E. 3<sup>rd</sup> Street.

Michelle Hammer was present to answer questions. She is the new owner of the Broken Antler.

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

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

Marlen Chinn, Police Chief, reminded Council that they could either approve, deny, or make no recommendation on this matter. He also noted he did not have any local concerns with this application.

Councilmember Spieker introduced Resolution No. 2020-19 and moved for its approval; Councilmember Eischeid seconded.

#### RESOLUTION NO. 2020-19

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS C LIQUOR LICENSE — M. HAMMER, LLC, D/B/A “BROKEN ANTLER.”

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

Mayor Giese stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regard to amending the “Future Land Use Map” of the Comprehensive Plan for the City of Wayne

Joel Hansen, Zoning Administrator, stated the Planning Commission, upon review of the “Future Land Use Map” of the Comprehensive Plan at a public hearing held on April 6, 2020,

recommended unanimous approval of the amendments thereto, based upon the “Finding of Fact” being staff’s recommendation.

The changes to the “Future Land Use Map” of the Comprehensive Plan bring the map up-to-date with the changes that have taken place with City zoning. Those changes are outlined below:

**Changes to “Future Land Use Map” within 2-mile Planning Jurisdiction:**

- Add Kardell land east of Northstar along E. 14<sup>th</sup> Street to Wayne Incorporated Area.
- Add Lage area to Wayne Incorporated Area.
- Add South Sherman area to Wayne Incorporated Area.
- Change strip along the north side of Grainland Road from Public/Quasi-Public to Single-Family Residential.
- Change strip between houses on south side of Grainland Road and Floodplain from Parks/Recreation to Single-Family Residential.
- Eliminate Parks/Recreation areas along edge of Floodplain due to uncertainties of Floodplain area location.

**Changes to “Future Land Use Map” within Corporate Limits:**

- Add Kardell land east of Northstar along E. 14<sup>th</sup> Street as Mixed Use.
- Change Brookdale from Multifamily to Public/Quasi-Public.
- Change area around Brookdale from Multifamily to Single-Family Residential.
- Add Beaumont north of golf course as Commercial.
- Change ESU Tower School from Multifamily to Public/Quasi-Public.
- Change open field south of ESU Tower School from Multifamily to Mixed Use.
- Change Viken Park from Parks/Recreation to Public/Quasi-Public.
- Change area between Wayne State College and Providence Road north of E. 10<sup>th</sup> Street and south of Providence Medical Center from Single-Family Residential to Public/Quasi-Public.
- Change First National Bank Omaha from Industrial to Commercial.
- Change Sports Club Inn property from Public/Quasi-Public to Commercial.
- Change Nebraska Street Park from Parks/Recreation to Public/Quasi-Public.
- Change B-3 areas adjacent to B-2 from Commercial to Mixed Use.
- Change areas south of Cobblestone Inn from Commercial to Multifamily.
- Change lagoon area, excluding Treatment Plant and small area south of it for expansion, from Public/Quasi-Public to Parks/Recreation.
- Change houses on the east side of Quality Food Center and west of Wayside Lane from Multifamily to Commercial.
- Add Lage area as Mixed Use.
- Change area south of Fairgrounds Avenue and east of Main Street that was Multifamily to Mixed Use.
- Change area south of Clark Street and west of Main Street to match property lines.
- Change County Shed building on S. Lincoln Street from Industrial to Mixed Use to match new property lines.
- Change Multi-family areas along N. Main Street to Mixed Use.
- Change Single-Family area along W. 7<sup>th</sup> Street out to Pac-N-Save to Mixed Use.

- Change church west of Courthouse from Single-Family to Public/Quasi-Public.
- Add South Sherman area as Single-Family and Public/Quasi-Public.

BJ Woehler spoke against the amendments thereto, specifically the southeast area (lagoon/4<sup>th</sup> Street). He did not like the idea of a large apartment complex close to the treatment plant and thought the area was better suited for industrial.

Mr. Hansen stated that the public green space in this area was actually done as part of the comprehensive plan review in 2017. Professional planners did that, and they did that after having several public meetings and collecting public surveys, etc.

Administrator Blecke stated he thought industry needed to be in the northeast area of town, rather than south of the old railroad tracks. He saw no reason to have industry on the south side of 4<sup>th</sup> Street.

Councilmember Eischeid also did not like the idea of putting industrial in that location (lagoon/4<sup>th</sup> Street). Industrial needed to have easy access to, and you would have to go through residential areas to get to this location.

Mr. Hansen noted that the Planning Commission was going to review the maps every January.

Councilmember Sievers stated being a homeowner next to an industrial area is not an ideal situation.

Councilmember Buck also agreed that industrial should not be in that part of town.

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

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

Councilmember Sievers introduced Ordinance No. 2020-7, and moved for approval thereof; Councilmember Brodersen seconded.

#### ORDINANCE NO. 2020-7

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

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

Jon Mooberry, representing JEO Consulting Group, Inc., presented Contractor's Application for Payment No. 2 on behalf of Robert Woehler & Sons Construction, Inc., for the "2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208" for \$30,298.50. This is for work through April 10, 2020. An update was then given on the project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Contractor's Application for Payment No. 2 for \$30,298.50 to Robert Woehler & Sons Construction, Inc., for the "2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who abstained, the Mayor declared the motion carried.

A pay request (No. 1 and Final) has been received from Hawkins Construction Company for the "Wayne Emergency Lift Station Repair Project" for \$92,299.00. The engineer on the project and staff have approved the same.

Casey Junck, Water Supervisor, and Roger Protzman, representing JEO Consulting Group, Inc., updated the Council on the project. Mr. Protzman noted that Hawkins Construction came in under budget.

Councilmember Spieker made a motion, which was seconded by Councilmember Karsky, approving Pay Application No. 1 (Final) for \$92,299.00 to Hawkins Construction Company for the "Wayne Emergency Lift Station Repair Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Change Order No. 1 for the "Wayne Emergency Lift Station Repair Project" has been received from Rain for Rent in the amount of \$694.00. This bill is for cleaning and sanitation services that the company performed after a pump and hose were returned. While this service was specified in the contract, the City felt like it had performed some set up for the company that cut its costs. Casey Junck, Water Supervisor, along with Hawkins Construction Company,

negotiated the original invoice of \$978 down to \$489. The City also received a check from Rain for Rent for \$205, as was easiest for their accounting department. Therefore, the total net expense for the cleaning and sanitation was \$489.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving Change Order No. 1 for the “Wayne Emergency Lift Station Repair Project” for \$694.00 to Rain for Rent. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

A pay request (No. 1 and Final) has been received from Rain for Rent for the “Wayne Emergency Lift Station Repair Project” for \$9,617.69. The engineer on the project and staff have approved the same.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving Pay Application No. 1 (Final) for \$9,617.69 to Rain for Rent for the “Wayne Emergency Lift Station Repair Project.”

Mayor Giese commended the Water/Wastewater Treatment Plant employees on their efforts in getting this lift station repaired and back up and running as soon as was possible.

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

David Wiggins, representing Leo A Daly, engineers on the “Restoration of Walking Trail Project” presented Change Order No. 1 from M&B Quality Concrete in the amount of \$7,500.00. This Change Order is to stabilize the construction entrance and staging area required for the contraction equipment to complete the work on the project. The crushed concrete material will limit tracking of soil and mud onto the highway. This bid item was not in the original bid document, but is something that was needed for the contractor to not only make sure he has a good surface to work off of, but also to insure that he is not tracking mud and debris onto Highway 15.

Mayor Giese shared concerns of this item not being specified in the original bid documents.

Councilmember Woehler did not think the City should take the hiccup of a contractor that did not make a preconstruction meeting or an engineer that does not design it right.

Joel Hansen, Street and Planning Director, corrected Councilmember Woehler that at the preconstruction meeting, the contractor was there, along with the engineer and city staff, and they discussed this change order and the need to protect the highway entrance.

Mr. Wiggins said the item was unfortunately not included in the bid document, which is why the contractor is coming back and asking for a change order.

BJ Woehler stated he was at the pre-bid meeting and was told to include access in their bid. He thought the change order should be denied.

Administrator Blecke stated he was at the pre-bid meeting and remembered specifically talking about mobilization. Two things he thought was strange, however, was that the easements were supposed to be taken care of by the contractor and not by the city or the engineer, and the other was that staking was supposed to be done by the contractor, as well.

In response to comments made by Councilmember Woehler, Mr. Wiggins responded that there is already an agreement in place with Mr. Karel and M&B Quality Concrete.

The contractor will leave the rock on the drive that comes off the highway and will remove it and take it to a location that the City designates.

Councilmember Woehler made a motion, which was seconded by Councilmember Sievers, to deny or not approve Change Order No. 1 for the "Restoration of Walking Trail Project" for \$7,500 to M&B Quality Concrete. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who voted Nay, the Mayor declared the motion carried.

David Wiggins, representing Leo A Daly, engineers on the "Restoration of Walking Trail Project" presented Change Order No. 2 from M&B Quality Concrete in the amount of

\$374,177.50. Change Order No. 2 comes as a result of visual observations of the site after the preconstruction meeting. It represents additional steel sheet piling and bank restoration being extended 100 feet in a westerly direction. This additional work, which is referred to as mitigation, will provide protection and prevent floodwater intrusion and erosion upstream of the project from a similar flood event. This mitigation expense would be shared 75% - FEMA, 12.5% - NEMA, and 12.5% - City, just like the restoration project expenses are.

Whatever the contracted amount was for the restoration project was used for the mitigation project, unless the items could not be compared apples to apples. The two items that were changed was to reuse some handrail/guardrail and the other one was the sheet piling. The sheet piling for the mitigation project is more difficult because you are driving through soil in the mitigation piece. In the restoration piece, it is very wide open because the soil is gone.

It was noted that it makes sense to do the mitigation project while we have the FEMA and NEMA reimbursement.

Councilmember Haase was in favor of the mitigation project.

Mr. Wiggins stated that back in January, FEMA asked for an estimate for this additional 100 feet. Leo A Daly came up with an estimate of \$440,000.00. The price given by M&B Quality Concrete is below the engineer's estimate.

Councilmember Woehler was against this additional work (mitigation portion of the project). He questioned the differentiation in the pile driving costs - \$58 (restoration project) vs \$91.50 (mitigation project).

Mr. Wiggins stated that the contractor has explained to him that in the mitigation area, he is figuring it is going to take more time to drive the sheet piling in because of the extra dirt. In the restoration area, they are not going to have that additional dirt to drive through. Circle A is a subcontractor and will be beating the piling in with the bucket of the track excavator.

Mr. Wiggins, in response to Councilmember Woehler's concerns, stated he cannot dictate the means and methods, but they, as the engineer, are responsible for insuring that the

product is installed correctly and accurately. If there are issues with the means and methods this contractor is using to install the sheet piling, they will observe and note that, and then they will have to inform the contractor that it is not acceptable and he needs to install the sheet piling correctly.

Administrator Blecke stated that FEMA did not have any problems with the price differentiation on the pile driving costs.

Mr. Wiggins acknowledged he heard Council's concerns and would insure that the end result is done correctly.

Mr. Wiggins also stated this mitigation work was not part of the original project, and it was brought up by the City at the preconstruction meeting with the contractor.

Joel Hansen, Street and Planning Director, stated the City could have considered this as a separate project and put the same out to bid, which would have potentially delayed the project. But, the City's standard practice, when there is a contractor on site, is to negotiate with them for potentially a change order. This is unique, because this is what we call a significant change order vs. what Councilmember Woehler was describing (e.g. taking out another 80' of sidewalk in a project). This is more than doubling the amount of sheet piling. That gives the contractor the right to negotiate a different price. The City can determine whether or not it is a reasonable price, because we had a competitive bid on the original sheet piling for the restoration project.

Administrator Blecke stated staff recommendation is to do the mitigation project with the proposed prices.

Councilmember Woehler wanted to see a breakout of the costs.

Councilmember Eischeid had a concern that if another contractor was awarded this project and this came up, would there be this much pushback?

When asked what the sheet piling cost/price was from the competitive bid on the restoration project, Mr. Hansen stated he did not know off the top of his head, but he thought it

was quite a bit higher than the \$91.50. Mr. Blecke stated he did have that information, and it was \$165.00 per sq. ft. (restoration project).

Administrator Blecke, again, stated that he and staff are recommending the City do this mitigation project at the cost proposed in Change Order No. 2.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving Change Order No. 2 for the "Restoration of Walking Trail Project" for \$374,177.50 for M&B Quality Concrete. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who voted Nay, the Mayor declared the motion carried.

Administrator Blecke stated the following Resolution would approve an amendment to Leo A Daly's original agreement and represents additional engineering services as a result of Change Oder No. 2 above for the mitigation project. This expense would also be shared in the same manner as stated above – FEMA 75%; NEMA 12.5%; and City 12.5%. The engineering fees for the restoration project was \$55,000.

Councilmember Woehler was not in favor of this amendment.

Administrator Blecke thought this was a reasonable amendment to their original contract amount. In addition, he stated that there is a lot of administrative work being done by the engineer on this project.

After much discussion, Councilmember Eischeid thought the extra criticism coming from Councilmember Woehler on this project was, more than anything else, because they (Robert Woehler & Sons Construction) did not get the bid on the restoration project.

Councilmember Brodersen stated the engineering fees for this additional project is about 3% of the cost of the project, which is a good price. Engineers can charge 35% by State Statute.

Councilmember Sievers introduced Resolution 2020-20, and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2020-20

A RESOLUTION APPROVING AMENDMENT NO. 1 TO TASK ORDER 2019-01 WITH LEO A DALY FOR ADDITIONAL SERVICES FOR THE "RESTORATION OF WALKING TRAIL PROJECT" - \$12,500.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who voted Nay, the Mayor declared the motion carried.

Administrator Blecke stated two bids were received on the "Community Activity Center Walking Track Repair/Restoration Project." Two options were proposed: 1) Tear out of four smaller areas; and 2) Tear out of two larger areas. The bids received were as follows:

Dynamic Sports Construction, Inc., Leander, TX

- Option 1 - \$32,716.00, plus an additional 3.5% for bonding = \$33,861.06
- Option 2 - \$48,881.00, plus an additional 3.5% for bonding = \$50,591.84

Egan Supply Co., Omaha, NE

- Option 1 - \$32,896.15
- Option 2 - \$57,177.00

Staff recommendation was to accept the Option 2 proposal from Dynamic Sports Construction, Inc., for \$50,591.84 (30% or a little more of the track).

Lowell Heggemeyer, Park and Recreation Director, advised the Council that a contractor is coming in the next couple of weeks to block up the roll-up door on the north side of the building that will take care of the water problems coming into the building. He felt that the larger project needed to be done, rather than putting a bandaid on the track every 30 feet. Dynamic Sports Construction will be here around the third week of May.

Administrator Blecke stated the Village of Pender used Dynamic Sports Construction and they have not had any problems with the flooring.

Councilmember Spieker introduced Resolution 2020-21, and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2020-21

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "COMMUNITY ACTIVITY CENTER TRACK REPAIR/RESTORATION PROJECT" FOR THE CITY OF WAYNE, NEBRASKA – DYNAMIC SPORTS CONSTRUCTION, INC. – OPTION 2 FOR \$50,591.84.

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

The following Resolution will approve an addendum to the Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College.

Marlen Chinn, Police Chief, stated that Wayne State College has asked for an addendum to our local contract for law enforcement services on campus due to the students not returning from spring break in March. The Police Department discontinued its services on campus the last week of March, since there were no students or face-to-face classes, so it shortened our contract with them by approximately eight weeks. As a result of this, they have asked to be credited with two monthly payments. Since we provide services approximately nine months of the year, and they make twelve equal monthly payments for those services, they have asked for the two-month payment reduction to keep the bookkeeping simple for both parties.

Councilmember Spieker introduced Resolution 2020-22, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2020-22

A RESOLUTION APPROVING ADDENDUM TO THE INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

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 the following reappointments to the Planning Commission:

Breck Giese (term will expire 6/30/21)  
Pat Melena (term will expire 6/30/21)  
Jessie Piper (term will expire 6/30/22)  
Jason Schultz (term will expire 6/30/22)  
Matt Jones (term will expire 6/30/23)  
Cory Sandoz (term will expire 6/30/23)  
Nick Hochstein (term will expire 6/30/23)

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the following reappointments to the Planning Commission:

Breck Giese (term will expire 6/30/21)  
Pat Melena (term will expire 6/30/21)  
Jessie Piper (term will expire 6/30/22)  
Jason Schultz (term will expire 6/30/22)  
Matt Jones (term will expire 6/30/23)  
Cory Sandoz (term will expire 6/30/23)  
Nick Hochstein (term will expire 6/30/23)

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 Bob Ensz to the Civil Service Commission. He will replace Galen Wisser.

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, approving the appointment of Bob Ensz to the Civil Service Commission. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese and Administrator Blecke updated the Council on the COVID-19 pandemic.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:49 p.m.

**COUNCIL APPROVED 4/21/20**

Hawkins Construction

Rain for Rent

Robert Woehler &amp; Sons

Emergency Lift Station Repairs

Pump/Fittings and Removal

2019 Nebraska Street Improvements

92,299.00

10,311.69

30,298.50

Vendor	Payable Description	Payment Total
AMAZON.COM, LLC	LABELS/BOOKS/DVD'S	376.49
AMERICAN UNDERGROUND SUPPLY, LLC	BEVELING TOOL	59.48
AMERITAS LIFE INSURANCE	AMERITAS ROTH	154.17
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,313.94
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	89.61
APPEARA	LINEN & MAT SERVICE	51.58
BOMGAARS	HYDRANT/PUMP/CLAMPS/TOOLS	1,627.66
BUCK, TERRI	WOMAN'S VOLLEYBALL REFUND	100.00
CARHART LUMBER COMPANY	BATTERY CHARGER/SPRAYER/PAINT	1,178.61
CENTURYLINK	TELEPHONE CHARGES	421.61
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	79.20
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	45.23
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	-12.01
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	-103.69
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	31.86
CITY OF WAYNE	PAYROLL	72,738.79
CORE & MAIN LP	OCTAVE WATER METERS	4,769.84
COUNTRY NURSERY INC	LANDSCAPE FABRIC	187.50
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DIXON, ABBY	WOMAN'S VOLLEYBALL REFUND	100.00
DUGAN BUSINESS FORMS	UTILITY ENVELOPES	1,468.75
ED M. FELD EQUIPMENT CO INC	TRUCK REPAIR/SAFETY CAP	179.50
ERICKSON, JESSICA	WOMAN'S VOLLEYBALL REFUND	100.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,797.80
FLOOR MAINTENANCE	PAPER TOWELS/CONTAINERS/LIDS/MOP	304.22
GEOCOMM INC	GIS MAINTENANCE	2,532.00
GILLILAND, RACHEL	WOMAN'S VOLLEYBALL REFUND	100.00
HASEMANN, SCOTT	AUDITORIUM DEPOSIT REFUND	200.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	272.02
HOCHSTEIN, KIRK	BUILDING PERMIT DEPOSIT REFUND	100.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,157.82
IRS	FICA WITHHOLDING	12,359.72
IRS	MEDICARE WITHHOLDING	2,890.56
IRS	FEDERAL WITHHOLDING	9,303.45
LIVING HERE	SUBSCRIPTION RENEWAL	32.00
MARCO INC	COPIER LEASE	175.92

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
MARCO TECH LLC	COPY CHARGES	39.86
MILLER LAW	ATTORNEY FEE	5,416.67
NE DEPT OF REVENUE	STATE WITHHOLDING	3,967.77
NE NEBRASKA VOLUNTEER FIREFIGHTERS ASSN	DUES	50.00
NORTHEAST NE ECONOMIC DEV DIST	MARCH 2020 CONSTRUCTION SERVICES 16-CD-208	210.00
ST OF NE-CHARITABLE GAMING DIVISION	LOTTERY LICENSE	100.00
STATE NEBRASKA BANK-PETTY CASH	SR CENTER STAMPS-UNITED WAY	110.00
STEFFEN, RACHEL	WOMAN'S VOLLEYBALL REFUND	100.00
UTILITY EQUIPMENT CO	POLY TUBE/CURB BOX	695.51
VIAERO WIRELESS	CELL PHONE	64.58
WAYNE AREA ECONOMIC DEVELOPMENT	MAY 2020 CONTRIBUTION	8,222.92
WOLFGRAM, ASHLEY	WATER SAFETY INSTRUCTOR CLASS REIMBURSEMENT	170.00
ZIMCO SUPPLY	FERTILIZER	1,545.50
	<b>Grand Total:</b>	<b>279,305.63</b>



City of Wayne, NE

# Council Approval Listing

Payment Date Range: 04/30/2020 - 05/04/2020

## ADDITIONAL CLAIMS LIST

Vendor	Payable Description	Payment Total
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES/FIBER LINE LEASE	2,522.28
AWWA	MEMBERSHIP DUES	318.00
BLACK HILLS ENERGY	GAS BILLS	569.59
BROWN SUPPLY CO	PLOW GUARD	752.08
CITY OF PONCA	MFO	14,993.09
CITY OF WAYNE	UTILITY REFUNDS	781.98
CITY OF WEST POINT	MFO	21,760.50
CITY OF WISNER	MFO	2,267.70
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	219.67
GERHOLD CONCRETE CO INC.	CONCRETE	603.60
GROSSENBURG IMPLEMENT INC	SHEAVE ASSEMBLY/GUIDE	81.58
HELENA AGRI-ENTERPRISES, LLC	PROMATE	760.00
HOMETOWN LEASING	COPIER LEASES	354.50
NORTHEAST POWER	ELECTRICITY	5,161.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	116.41
OVERHEAD DOOR	DOOR TRACK/LIMIT ASSEMBLY REPAIR	526.15
PLUNKETT'S PEST CONTROL	ANNUAL PEST CONTROL-WT/ADMIN/LIB.AUDIT/STREET	1,104.97
PONCA RURAL FIRE BOARD	MFO	3,589.06
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,375.00
STADIUM SPORTING GOODS	EMBROIDERY	50.00
STATE NEBRASKA BANK & TRUST	ACH FEE	45.92
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE	200.00
US BANK	TECH SUPPLIES/MOW CONTAINERS/TV MOUNTING KITS	8,014.93
UTILITY EQUIPMENT CO	ADAPTER	173.84
VILLAGE OF WINSIDE	MFO	4,797.30
WESTERN AREA POWER ADMIN	ELECTRICITY	18,447.78
	<b>Grand Total:</b>	<b>89,586.93</b>

**RESOLUTION NO. 2020-23**

**A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND THE NORTHEAST NEBRASKA PUBLIC HEALTH DEPARTMENT.**

WHEREAS, the Northeast Nebraska Public Health Department (the “Department”) pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq., is the lead agency responsible for protection of the public with respect to the spread of communicable disease, illness and poisoning in Wayne County, except for incorporated cities and villages within such counties; and

WHEREAS, the City of Wayne, Nebraska (the “Municipality”) desires the assistance of the Department and agrees to give control over the protection of its citizens against the spread of communicable disease, illness and poisoning to the Department, pursuant to Neb. Rev. Stat. § 71-1635 and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827; and

WHEREAS, the Municipality is willing to support and assist the Department in its disease prevention and control efforts, to the extent of the Municipality’s ability to do so; and

WHEREAS, the Department is willing to accept control over protecting the Municipality’s citizens against the spread of communicable disease, illness and poisoning, as set forth in Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq.; and

WHEREAS, the Department has enacted regulations **RESOLUTION APPROVING THE ADOPTION OF RULES AND REGULATIONS FOR THE PREVENTION OF SPREAD OF COMMUNICABLE DISEASE, ILLNESS OR POISONING by the Northeast Nebraska Public Health Department** pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq., relating to the Department’s authority to order directed health measures necessary to prevent the spread of communicable disease, illness and poisoning (the “Regulations”); and

WHEREAS, the Regulations have been approved by the Nebraska Department of Health and Human Services Regulation and Licensure, and by Wayne County; and

WHEREAS, in order to carry out the understandings of the Municipality and the Department with respect to the Department’s disease prevention and control efforts, including isolation, quarantine and other directed health measures within the Municipality, the Municipality and the Department have agreed to enter into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the foregoing, the Municipality and the Department agree as follows:

1. **Delegation of Disease Prevention and Control Authority by the Municipality.** The Municipality hereby delegates control over the protection of its citizens against the spread of communicable disease, illness and poisoning within the Municipality’s jurisdiction by authorizing the Department to enforce the Department’s Regulations, including isolation, quarantine or other directed health measures, within the jurisdiction of the Municipality.

2. **Accepting of Authority by the Department.** The Department hereby agrees to accept the control delegated by the Municipality and to enforce its Regulations within the jurisdiction of the Municipality with respect to and for the benefit of the citizens of the City of Wayne.
3. **Further Assistance of the Municipality.** The Municipality agrees to assist the Department in the enforcement of the Regulations, to the extent of the Municipality's ability to provide such assistance, and the Municipality agrees that it shall cause its agencies, departments, employees and officers to take all steps reasonably required to fulfill and carry out the purposes of this Memorandum of Understanding.
4. **Waiver of Claims and Indemnification.** The Municipality and the Department each agree to waive all claims against the other party for any loss, damage, personal injury or death occurring as a result of that party's performance of this Memorandum of Understanding, provided that such claim is not a result of gross negligence or willful misconduct by either party or its respective personnel. The Municipality and the Department further agree to hold the other party harmless and to indemnify and defend the other party and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party, including reasonable attorney's fees and costs that may arise from the party's provision of services pursuant to this Memorandum of Understanding.
5. **Term.** This Memorandum of Understanding shall be in effect for a term of one (1) year from the date of the last signature hereof and shall automatically renew for successive one-year terms, unless terminated by either party giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.
6. **Counterparts.** This Memorandum of Understanding may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the date set forth below.

PASSED AND APPROVED this 5<sup>th</sup> day of May, 2020.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2020-24**

**A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE “TRANSMISSION WATER MAIN FROM NORTH WELL FIELD TO CITY LIMITS PROJECT.”**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with Certified Testing Services, Inc., for construction materials testing services relating to the “Transmission Water Main from North Well Field to City Limits Project;” and

WHEREAS, a proposal has been requested and received from Certified Testing Services, Inc., to provide construction material testing services; and

WHEREAS, Certified Testing Services, Inc., based on the scope of work outlined in the proposal, proposes to perform the same with the estimated fee being \$311.50 (full trip) or \$209.75 prorated trip (if in the area); 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 construction materials testing services for the “Transmission Water Main from North Well Field to City Limits Project,” 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 5<sup>th</sup> day of May, 2020.

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

April 22, 2020

Mr. Wes Blecke  
City Administrator  
City of Wayne, NE  
306 Pearl Street  
Wayne, NE 68787

Re: Construction Materials Testing  
Wayne Water Transmission Main Project #12792  
Wayne, Nebraska

Dear Mr. Blecke,

In accordance with Mr. Roger Protzman, P.E. with JEO Consulting request Certified Testing Services, Inc. is pleased to submit the following proposal for providing testing services for the above referenced project. We propose to provide testing services in accordance with our attached Schedule of Services and Fees and General Conditions. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule. Please note if CTS has additional work in your area, at the time of service, we could prorate trip charge fees. This could mean additional savings for you. Our services are provided on an on-call basis.

**Per our conversation this morning – Estimated \$311.50 (Full Trip) or \$209.75 prorated trip (If in the area).**

Certified Testing Services, Inc. in addition to general liability provides professional liability (errors and omissions) insurance for each of its projects. Our laboratory is an Army Corps of Engineers, Nebraska Department of Roads and Iowa Department of Transportation approved laboratory and also a member of the American Council of Independent Laboratories.



**Certified Testing Services, Inc.**

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

If you have any questions, please do not hesitate to contact our firm at  
(712) 252-5132.

Sincerely,

**CERTIFIED TESTING SERVICES, INC.**

*Kathleen Martin*

**Admin Assistant**

**Certified Testing Services, Inc.**

419 W.6<sup>th</sup> St.

P.O. Box 1193

Sioux City, Iowa 51102

O. 712-252-5132 M.712-212-8756

[kmartin@ctsgeo.com](mailto:kmartin@ctsgeo.com)

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_



## **Certified Testing Services, Inc.**

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

### **SCHEDULE OF SERVICES AND FEES**

<b>Services</b>	<b>Unit</b>	<b>Unit Fees</b>
Trip Charge	Per Mile	\$0.75
Standard Proctor	Each	\$140.00
Soils Technician	Per hour	\$68.00
Report Preparation	Each	\$40.00

- **Certified Testing Services does not charge overtime for this project**
- **There are no additional charges for equipment rentals.**
- **No hidden fees**

# GENERAL CONDITIONS

## TESTING AND OBSERVATION 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: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

### SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

### SECTION 4: Accuracy of Test Locations and Elevations

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

### SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

### 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 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 the 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 business 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 of 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 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: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

### SECTION 13: 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 with 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.

### SECTION 14: 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 analyses 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 15: 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

**ORDINANCE NO. 2020-1**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 78 PARKING, SECTION 78-126 PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Title VII Traffic Code, Chapter 78 Parking, Section 78-126 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

(A) No person shall, at any time, park a vehicle upon the following described streets or parts of streets:

All of Lloyd Court from the southerly line of Brooke Drive to and including the entire circle
The east side of the centerline of Vintage Hill Drive from the north line of East 14th Street north to a point 125 feet north of the north line of Adam Drive
The east side of the centerline of Eastview Drive from the north line of Poplar Street to the south line of Sycamore Street
The east side of the centerline of Ada Drive from Sunnyview Drive to the north line of Poplar Street
The east side of the centerline of Hillside Drive from the north line of East 7th Street north to the city limits
The east side of the centerline of North Main Street from the north line of East 7th Street north to the south line of East 14th Street
The east side of the centerline of Claycomb Road from the north line of East 14th Street north to the city limits
The east side of the centerline of Providence Road from the north line of East 7th Street north to the south line of East 14th Street
The east side of the centerline of Lilac Lane from the north line of East 10th Street north to the south line of Hillcrest Road
The east side of the centerline of Pine Heights Road from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north a distance of 150 feet
The east side of the centerline of Logan Street from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of Nebraska Street from the north line of East 7th Street north to the south line of East 10th Street

The east side of the centerline of Windom Street from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of Walnut Drive from the north line of East 7th Street north to the south line of East 9th Street
The east side of the centerline of Walnut Street from the north line of East 9th Street north to the south line of East 14th Street
The east side of the centerline of Linden Street from the north line of East 14th Street north to the south line of Aspen Street
The east side of the centerline of Memory Lane from the north line of East 10th Street north to the south line of Gail's Way
The east side of the centerline of Angel Avenue from the north line of East 10th Street to the north line of Gail's Way
The north side of the centerline of East 10th Street from the north-south alley between Walnut Street and Windom Street to the west line of Walnut Street
The north side of the centerline of East 10th Street from the east line of Main Street east to the west line of Logan Street
The north side of the centerline of East 7th Street from the east line of Main Street east to the city limits
The north side of the centerline of 14th Street between the east boundary of the Wayne State College Technology Building Lot on the quarter section line east to Claycomb Road
The south side of the centerline of Aspen Street from the east line of Claycomb Road east to the city limits
The south side of the centerline of East 14th Street from the east line of Providence Road east to the city limits
The south side of the centerline of Poplar Street from the west line of Ada Drive to the west line of Providence Road
The south side of the centerline of East 10 <sup>th</sup> Street from the east line of Main Street east to the east line of Providence Road.
The south side of the centerline of East 10 <sup>th</sup> Street from 221 feet east of the east line of Providence Road east to the west line of Hillside Drive
The south side of the centerline of Hillcrest Road from the east line of Walnut Street east to the point where Hillcrest Road turns south and then on the east side of the centerline to the north line of East 10th Street
The south side of the centerline of Poplar Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Sunnyview Drive from the west line of Hillside Drive to the east line of Providence Road

The south side of the centerline of East 9th Street from the east line of Main Street east to the west line of Pine Heights Road
The south side of the centerline of Sunnyview Drive from the west side of Providence Road to the east line of Alda Drive
The south side of the centerline of Sycamore Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Brooke Drive from the east line of Claycomb Road east to the city limits
The south side of the centerline of Sycamore Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Gail's Way from the east line of Memory Lane to the west line of Angel Avenue
The south side of the centerline of East 8th Street from the east line of Main Street to the north-south alley east of Windom Street
The west side of the centerline of Logan Street from the north line of East 7th Street north for a distance of 150 feet
The west side of the centerline of Walnut Street from 10th Street north to J.G. Lewis Drive
The west side of the centerline of Providence Road from the north line of East 7th Street north to the south line of East 14th Street
The west side of the centerline of Circle Drive from the north line of East 9th Street north to the circle and the entire circle
The west side of Claycomb Road from the north line of 14th Street going north a distance of 104 feet
The west side of the centerline of Pine Heights Road from the north line of East 7th Street north for a distance of 25 feet
The west side of the centerline of Walnut Drive from the north line of East 7th Street north for a distance of 190 feet
The west side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north for a distance of 150 feet
<b>The south side of the centerline of Summerfield Drive from the east line of Centennial Road to the west line of Industrial Drive.</b>
<b>The north side of the centerline of Summerfield Drive from the east line of Centennial Road to the west line of Industrial Drive.</b>
<b>The west side of the centerline of Industrial Drive from the north line of East 7th Street to the south line of Summerfield Drive.</b>

**The east side of the centerline of Industrial Drive from the north line of East 7th Street to the south line of Summerfield Drive.**

(B) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

(2002 Code, § 78-126) (Ord. 2005-22, passed 8-9-2005; Ord. 2008-18, passed 9-16-2008; Ord. 2008-21, passed 10-21-2008; Ord. 2013-36, passed 8-6-2013; Ord. 2014-2, passed 3-4-2014; Ord. 2014-21, passed 6-17-2014; Ord. 2018-19, passed 8-7-18)

Section 2. The original Section and any other sections in conflict with this ordinance are hereby repealed.

Section 3. 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 5<sup>th</sup> day of May, 2020.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



8

Summerfield Drive

Centennial Road

Industrial Drive

Industrial Way

E. 7th Street

Highway 35

6

8

6

8

6

12

8

9

4

8

8

8

8

8

2

2

8

8

8

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**ORDINANCE NO. 2020-7**

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.**

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

Section 1. On July 18, 2017, the City of Wayne adopted the “Comprehensive Plan” for the City of Wayne, Nebraska.

Section 2. The Planning Commission, upon review of the “Future Land Use Map” of the Comprehensive Plan on April 6, 2020, recommended approval of said amendments thereto, based upon the following “Finding of Fact:”

➤ Staff’s recommendation.

Section 3. The existing “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, is hereby repealed, and the amended “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, of which a copy thereof is attached hereto and incorporated herein by reference, shall now be made a part of said Comprehensive Plan.

Section 4. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this \_\_\_\_\_ day of May, 2020.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

## **Changes to Future Land Use Map within Two-Mile Planning Jurisdiction**

Add Kardell land east of Northstar along E. 14<sup>th</sup> Street to Wayne Incorporated Area.

Add Lage area to Wayne Incorporated Area.

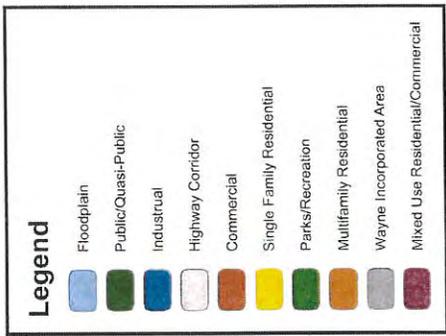
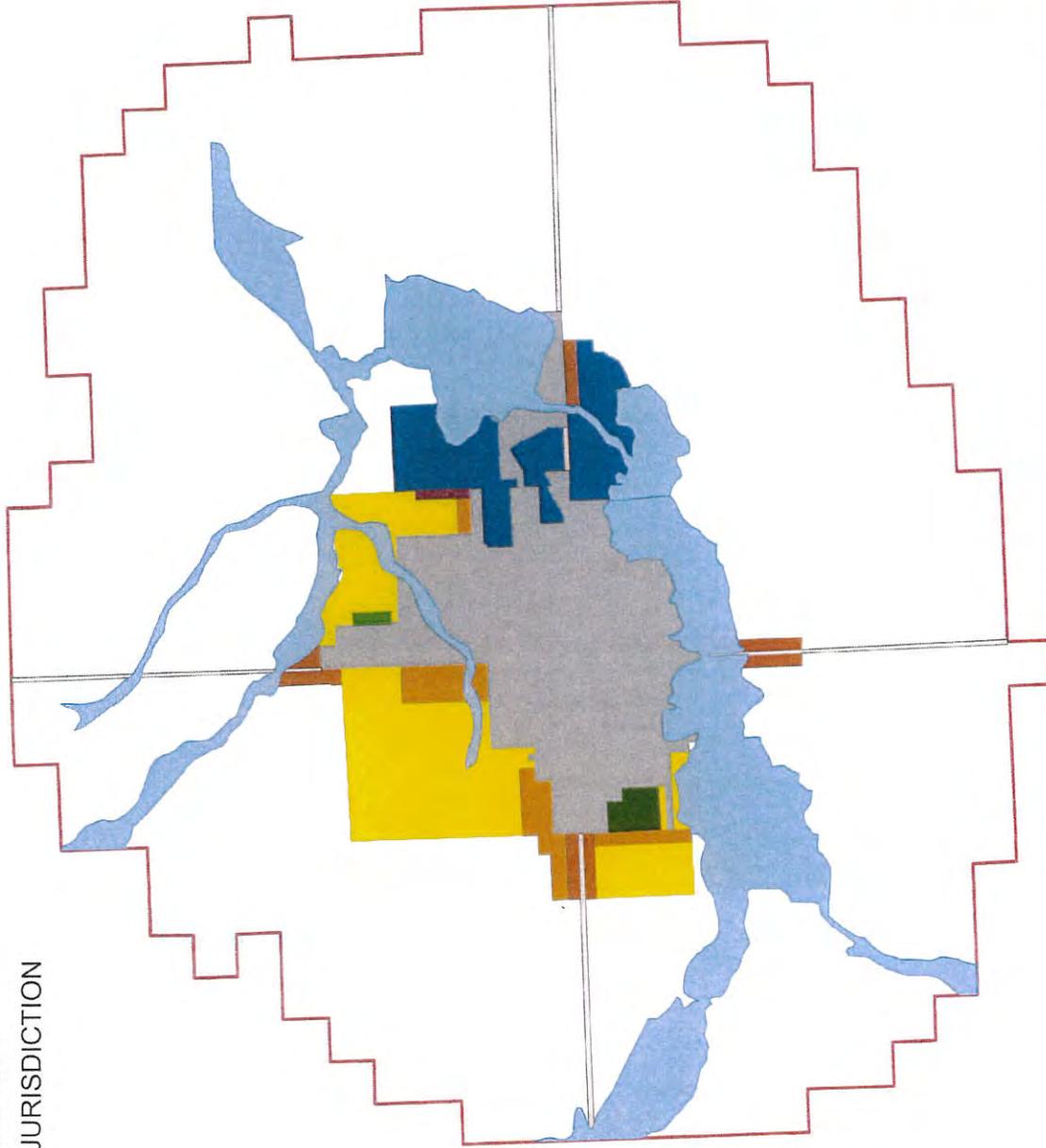
Add South Sherman area to Wayne Incorporated Area.

Change strip along the north side of Grainland Road from Public/Quasi-Public to Single Family Residential.

Change strip between houses on south side of Grainland Road and Floodplain from Parks/Recreation to Single Family Residential.

Eliminate Parks/Recreation areas along edge of Floodplain due to uncertainties of Floodplain area location.

**FUTURE LAND USE MAP**  
TWO-MILE PLANNING JURISDICTION  
Wayne, Nebraska  
2027



**ILLUSTRATION 4.7**  
Wayne, Nebraska Comprehensive Plan - 2017-2027 4.19

## **Changes to Future Land Use Map within Corporate Limits**

Add Kardell land east of Northstar along E. 14<sup>th</sup> Street as Mixed Use.

Change Brookdale from Multifamily to Public/Quasi-Public.

Change area around Brookdale from Multifamily to Single Family.

Add Beaumont north of golf course as Commercial.

Change ESU Tower school from Multifamily to Public/Quasi-Public.

Change open field south of ESU Tower school from Multifamily to Mixed Use.

Change Viken Park from Parks/Recreation to Public/Quasi-Public.

Change area between WSC and Providence Road north of E. 10<sup>th</sup> Street and south of PMC from Single Family to Public/Quasi-Public.

Change First National Bank Omaha from Industrial to Commercial.

Change Sports Club Inn property from Public/Quasi-Public to Commercial.

Change Nebraska Street Park from Parks/Recreation to Public/Quasi-Public.

Change B-3 areas adjacent to B-2 from Commercial to Mixed Use.

Change areas south of Cobblestone Inn from Commercial to Multifamily.

Change lagoon area excluding Treatment Plant and small area south of it for expansion from Public/Quasi-Public to Parks/Recreation.

Change houses on the east side of Quality Food Center and west of Wayside Lane from Multifamily to Commercial.

Add Lage area as Mixed Use.

Change area south of Fairgrounds Avenue and east of Main Street that was Multifamily to Mixed Use.

Change area south of Clark Street and west of Main Street to match property lines.

Change County Shed building on S. Lincoln Street from Industrial to Mixed Use to match new property lines.

Change Multifamily areas along N Main to Mixed Use.

Change Single Family area along W. 7<sup>th</sup> out to Pac-N-Sav to Mixed Use.

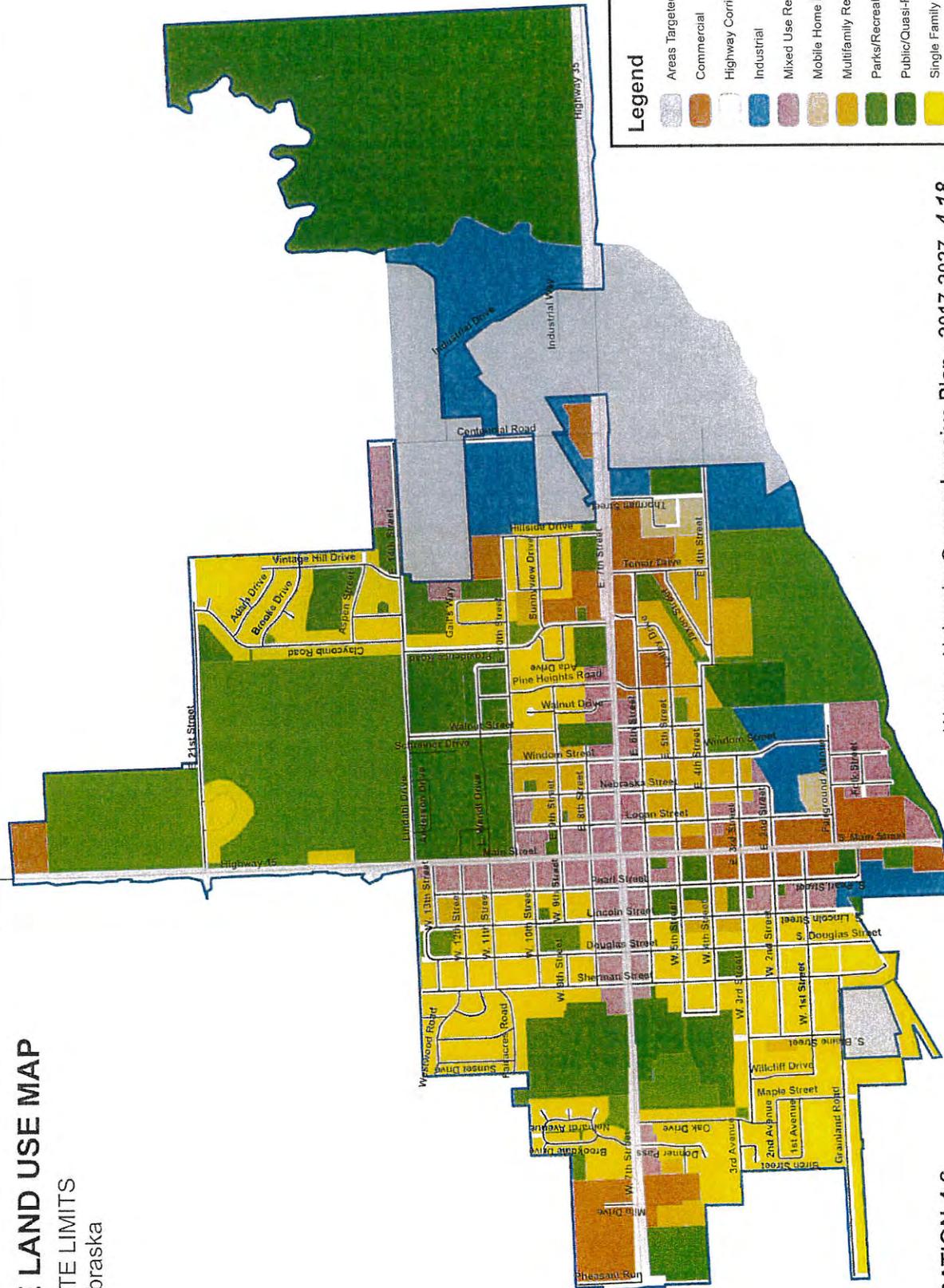
Change church west of Courthouse from Single Family to Public/Quasi-Public.

Add South Sherman area as Single Family and Public/Quasi-Public.



# FUTURE LAND USE MAP

CORPORATE LIMITS  
Wayne, Nebraska  
2027



Wayne, Nebraska Comprehensive Plan - 2017-2027 4.18

ILLUSTRATION 4.6