

**AGENDA
CITY COUNCIL MEETING
May 19, 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.

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.

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 – May 5, 2020](#)

3. [Approval of Claims](#)

4. Update on COVID-19 Pandemic

5. Update and possible action on opening City Services

6. [Action on Request of Sharp Shooters 4-H Club to Operate a Portable Shooting Gallery Style Air-Gun Trailer at Henoween and Chicken Show with an alternate date of September 12, 2020 — Darin Greunke, Leader](#)

Background: The Sharp Shooters 4-H Club has requested permission in the past to have this event at the Wayne Chicken Show and Henoween events. They are requesting the same this year, with an alternate date of September 12, 2020, if needed.

7. **Public Hearing:** [Regarding the Submittal of a Grant Application for the Purchase of a 14-passenger bus with wheelchair lift for the Wayne Senior Center \(Advertised Time: 5:30 p.m.\)](#)

Background: The Wayne Senior Center is submitting a grant application to the State of Nebraska Department of Transportation (NDOT) for funds to purchase a 14-passenger bus with wheelchair lift. This vehicle will replace both the 2008 7-passenger Chevy Uplander van and the 2004 9-passenger Ford van. The total cost of this bus is \$66,000, of which the Federal share is 80% or \$52,800, State share is 10% or \$6,600 and the City’s share is 10% or \$6,600. Any maintenance done to this new vehicle after it is purchased will be paid for 100% by the NDOT. The 2008 and 2004 vans will be put up for sealed bids or offers, and the City will be able to keep the proceeds from those sales.

8. [Resolution 2020-25: Authorizing the City Administrator to Apply for Nebraska Public Transportation Act Funds for the Purchase of a 14-passenger bus with wheelchair lift for the Wayne Senior Center](#)

9. [Resolution 2020-26: Approving Agreement with Dave Loewenstein for Public Art Project](#)

Background: The 2019-2020 budget has \$30,000 allocated for Public Art. Last fall, a committee of “art minded” individuals helped create a request for proposal for Public Art with a \$20,000 limit. The City received 9 proposals. The Committee chose one artist, Dave Loewenstein from Lawrence KS, to prepare a draft concept. This would be a painted mural on the north side of the Majestic Theater. The Majestic Board would give approval of the final design. The final project should be completed by the end of July.

10. [Action on amendment to Police Officer Job Description](#)

Background: City staff has had conversations with Providence Medical Center and our insurance provider to better limit the City’s liability when responding to assist rescue calls. This action adds Providence Medical Center to the list of assisting entities in the Police Officer’s job description.

11. [Resolution 2020-27: Approving Amendments to Ambulance Services Agreement between the City of Wayne and Providence Medical Center](#)

Background: This agreement between PMC and the City would add assist calls for police officers when available. It also adds that PMC will provide training for proper lifting technique and appropriate donning and doffing of personal protective equipment (PPE).

12. [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 \(Tabled from last meeting - Third and Final Reading\)](#)

Background: Williams Form Engineering will contact the City on Monday for updates to their request of 2-hr limited parking.

13. [Ordinance 2020-7: Amending the City of Wayne Land Use Map of the Comprehensive Plan \(Third and Final Reading\)](#)

14. [Ordinance 2020-8: Approving the vacating of an alley located in the City of Wayne, Wayne County, Nebraska, described as the North-South Alley lying between Lots 15 and 16, Taylor & Wachob’s Addition to the City of Wayne, Wayne County, Nebraska](#)

Background: Chad would like to move his existing detached one-stall garage between his house and the alley to the rear of his property for use as a lawn shed. He would then add onto the house with a two-stall garage. This will increase the size of his existing house west towards the alley. Chad has found his property pins, and with his planned addition, he will only have between 5 and 6 feet between the house and the alley. His property is zoned R-1, so his side yard setback is 7 feet. Thus, he has the following options:

- 1) Reduce the width of his garage by 2 feet;
- 2) Request to rezone his block to R-2 to match the south side of the street and reduce his setback requirement to 5 feet;
- 3) Request to amend the zoning text for R-1 to reduce the side yard setback to 5 feet like it is for the other R Districts; or
- 4) Request the City to vacate the alley while maintaining a permanent easement for the storm sewer and other utilities. This will give Chad an additional 8 feet and thus, he will have between 13 and 14 feet between the house and the alley.

Staff's recommendation to Chad was that he pursue Option 4, as it has the least impact on anyone else within the neighborhood or the City. Chad is requesting that the three readings of the ordinance be waived.

15. [Action on Contractor's Application for Payment No. 1 in the amount of \\$680,672.88 to Rutjens Construction, Inc. for the "2019 Water Transmission Main Project" – Roger Protzman, JEO Consulting Group, Inc.](#)

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

16. [Action on Change Order No. 1 in the amount of \\$4,845.00 to Rutjens Construction, Inc., for the "2019 Water Transmission Main Project" – Roger Protzman, JEO Consulting Group, Inc.](#)

Background: Some groundwater has been found along the project route. The contractor is being requested to place drain lines in at the City's request to keep our transmission main dry at a manhole point. Roger Protzman will better explain the issue at the meeting.

17. [Action on Contractor's Application for Payment No. 3 in the amount of \\$139,045.50 to Robert Woehler & Sons Construction, Inc., for the "2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208 – Jon Mooberry, JEO Consulting Group, Inc.](#)

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

18. [Action on Application and Certificate of Payment No. 1 in the amount of \\$340,522.20 to M&B Quality Concrete for the "Restoration of Walking Trail Project" – David Wiggins, Leo A Daly](#)

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

19. [Action on Application and Certificate for Payment No. 2 in the amount of \\$24,890.00 to Sioux Contractors, Inc., for the "Wayne Senior Center – Room and Walk-in Freezer Addition Project"](#)

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

20. [Action to appoint Phill Monahan as Fire Chief](#)

Background: The Fire Department approved Phill as Fire Chief for another year. Council must ratify that appointment.

21. Action to set Retreat Date for June 30, 2020, at 5:00 p.m. at the Wayne Fire Hall
22. Adjourn

**MINUTES
CITY COUNCIL MEETING
May 5, 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 May 5, 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 23, 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, 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 Buck, to approve the minutes of the meeting of April 21, 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:

APPROVED ON 4/21/20: HAWKINS CONSTRUCTION, SE, 92299.00; RAIN FOR RENT, SE, 10311.69; ROBERT WOehler & SONS CONSTRUCTION, SE, 30298.50

VARIOUS FUNDS: AMAZON.COM, LLC, SU, 376.49; AMERICAN UNDERGROUND SUPPLY, SU, 59.48; AMERITAS, SE, 154.17; AMERITAS, SE, 2313.94; AMERITAS, SE, 72.00; AMERITAS, SE, 89.61; APPEARA, SE, 51.58; BOMGAARS, SU, 1627.66; BUCK, TERRI, RE, 100.00; CARHART LUMBER COMPANY, SU, 1178.61; CENTURYLINK, SE, 421.61; CITY EMPLOYEE, RE, 79.20; CITY EMPLOYEE, RE, 45.23; CITY EMPLOYEE, RE, -12.01; CITY EMPLOYEE, RE, -103.69; CITY EMPLOYEE, RE, 31.86; CITY OF WAYNE, PY, 72738.79; CORE & MAIN LP, SU, 4,769.84; COUNTRY NURSERY, SU, 187.50; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DIXON, ABBY, RE, 100.00; DUGAN BUSINESS FORMS, SU, 1468.75; ED M. FELD EQUIPMENT, SE, 179.50; ERICKSON, JESSICA, RE, 100.00; FIRST CONCORD GROUP, SE, 2797.80; FLOOR MAINTENANCE, SU, 304.22; GEOCOMM, SE, 2532.00; GILLILAND, RACHEL, RE, 100.00; HASEMANN, SCOTT, RE, 200.00; HILAND DAIRY, SE, 272.02; HOCHSTEIN, KIRK, RE, 100.00; ICMA, SE, 8157.82; IRS, TX, 12359.72; IRS, TX, 2890.56; IRS, TX, 9303.45; LIVING HERE, SU, 32.00; MARCO, SE, 175.92; MARCO TECH, SE, 39.86; MILLER LAW, SE, 5416.67; NE DEPT OF REVENUE, TX, 3967.77; NE NEBRASKA VOLUNTEER FIREFIGHTERS ASSN, FE, 50.00; NNEDD, SE, 210.00; ST OF NE-CHARITABLE GAMING DIVISION, FE, 100.00; STATE NEBRASKA BANK-PETTY CASH, RE, 110.00; STEFFEN, RACHEL, RE, 100.00; UTILITY EQUIPMENT, SU, 695.51; VIAERO, SE, 64.58; WAED, SE, 8222.92; WOLFGRAM, ASHLEY, RE, 170.00; ZIMCO SUPPLY, SU, 1545.50; AMERICAN BROADBAND, SE, 2522.28; AWWA, FE, 318.00; BLACK HILLS ENERGY, SE, 569.59; BROWN SUPPLY, SU, 752.08; CITY OF PONCA, RE, 14993.09; CITY OF WAYNE, RE, 781.98; CITY OF WEST POINT, RE, 21760.50; CITY OF WISNER, RE, 2267.70; COPY WRITE PUBLISHING, SE, 219.67; GERHOLD CONCRETE, SU, 603.60; GROSSENBURG IMPLEMENT, SU, 81.58; HELENA AGRI-ENTERPRISES, SU, 760.00; HOMETOWN LEASING, SE, 354.50; NORTHEAST POWER, SE, 5161.00; ONE CALL CONCEPTS, SE, 116.41; OVERHEAD DOOR, SE, 526.15; PLUNKETT'S PEST CONTROL, SE, 1104.97; PONCA RURAL FIRE BOARD, RE, 3589.06; QHA CLEANING, SE, 1375.00; STADIUM SPORTING GOODS, SE, 50.00; STATE NEBRASKA BANK & TRUST, SE, 45.92; TYLER TECHNOLOGIES, SE, 200.00; US BANK, SU, 8014.93; UTILITY EQUIPMENT, SU, 173.84; VILLAGE OF WINSIDE, RE, 4797.30; WAPA, SE, 18447.78

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

An update was given on the COVID-19 Pandemic by Julie Rother, Director of the Northeast Nebraska Public Health Department.

Administrator Blecke stated the following Resolution would approve a Memorandum of Understanding with the Northeast Nebraska Public Health Department (NNPHD) that will put in place the authority for the 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.

Julie Rother stated that if in the future, the NNPHD would decide to issue some kind of a directed health measure that had to deal with communicable disease, illness, or poisoning, then they could institute their own directed health measure here and not wait for the Governor to do it as his level. However, she noted they cannot just do it. Whatever they write has to be approved by the Chief Medical Officer of the State of Nebraska, who works alongside the Governor, so it has to be approved by the State of Nebraska.

Councilmember Karsky introduced Resolution No. 2020-23 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2020-23

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

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

Administrator Blecke stated that Certified Testing Services, Inc., has submitted a proposal to provide soil-testing services needed for the “Transmission Water Main from North Well Field to City Limits 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 have found that it is more economical for the City to keep this service separate from the engineering contract.

Councilmember Eischeid introduced Resolution No. 2020-24 and moved for its approval; Councilmember Spieker seconded.

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.”

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

Administrator Blecke stated that the second reading of Ordinance 2020-1 took place back on February 4th 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 the ordinance 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.

Bill Downing, Vice President of Williams Form Engineering, was present to answer questions.

A question arose as to whether or not the area to be used for the parking would have to be paved or whether or not it could be rocked.

Mayor Giese suggested tabling the matter until further research could be done on whether or not the area needed to be paved or if rock could be used on the north side of Summerfield Drive.

Councilmember Sievers made a motion, which was seconded by Councilmember Spieker, to table action on Ordinance No. 2020-1 until the next meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Brodersen introduced Ordinance No. 2020-7, and moved for approval of the second reading thereof; Councilmember Buck 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. The third and final reading will take place at the next meeting.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:30 p.m.


**Council Approved 5/5/20
Certified Testing**
Water Transmission Main
\$349.75

Vendor	Payable Description	Payment Total
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	STREET MAT SERVICE	54.60
ARDENT LIGHTING GROUP LLC	BASEBALL FIELD LIGHTING RETAINAGE/FLAGPOLE LIGHTS	8,866.00
BACKFLOW APPARATUS	RUBBER REPAIR KIT	210.00
BAKER & TAYLOR BOOKS	BOOKS	842.58
BORDER STATES INDUSTRIES, INC	LUGS	218.88
CITIZENS STATE BANK	TIF PRINCIPAL/INTEREST	8,550.80
CITIZENS STATE BANK	TIF INTEREST	3,787.70
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,082.71
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	75.11
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	68.05
CITY OF WAYNE	PAYROLL	74,236.88
CITY OF WAYNE	UTILITY REFUNDS	3,007.80
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	17,217.98
CUSIP SERVICE BUREAU	CUSIP MAINTENANCE	91.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	60.15
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY	2,536.90
DITCH WITCH UNDERCON	LEVER VALVE	457.44
EASYPERMIT POSTAGE	POSTAGE	1,873.98
ED M. FELD EQUIPMENT CO INC	DISINFECTANT/CLEAN PAD/WAND	249.40
ELECTRONIC ENGINEERING CO	RADIO REMOVAL	657.45
EXHAUST PROS TOTAL CAR CARE	TOWING CHARGE	74.90
FAITH REGIONAL PHYSICIAN SERV.	HEP B IMMUNIZATION	151.00
FASTENAL CO	BOLTS/SCREWS/WASHERS	122.12
FLOOR MAINTENANCE	DETERGENT	25.99
GILL HAULING, INC	SANITATION SERVICE	261.25
GRAINLAND ESTATES LLC	TIF PRINCIPAL/INTEREST	7,917.22
GROSSENBURG IMPLEMENT INC	FILTERS	169.21
HEARTLAND FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION/REFILL	1,450.40
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	104.40
HYDRO OPTIMIZATION	LIFT STATION 1 REPAIR	1,032.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,142.35
IRS	FICA WITHHOLDING	12,579.40
IRS	FEDERAL WITHHOLDING	9,422.31
IRS	MEDICARE WITHHOLDING	2,941.90
J.P. COOKE COMPANY	CAT & DOG TAGS	180.40
JASON SEARS FLOORING	TRANSITIONS	50.00
JOHN'S WELDING AND TOOL LLC	WELDING-PUMP SLIDES & BRACKETS	78.64

Vendor	Payable Description	Payment Total
LEO A DALY	LOGAN CREEK DRAINAGE	27,525.00
LOEWENSTEIN, DAVID	PUBLIC ART	375.00
LUTT OIL	GASOLINE	2,500.98
MATHESON-LINWELD	OXYGEN	34.25
MERCHANT SERVICES	CREDIT CARD TRANSACTIONS FEE	2,087.35
MERCHANT SERVICES	CREDIT CARD TRANSACTIONS FEE	1,832.67
MERCHANT SERVICES	CREDIT CARD TRANSACTIONS FEE	34.28
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION	667.03
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	210.00
NATL LEAGUE OF CITIES	MEMBERSHIP DUES	1,172.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,994.11
NE HARVESTORE	DRIVE BELT/IDLER	791.96
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	24,623.20
NORTHEAST NE ECONOMIC DEV DIST	20-21 MEMBERSHIP DUES	7,305.27
NORTHEAST TIRE SERVICE	TIRE REPAIR	39.00
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	954.62
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
PLUNKETT'S PEST CONTROL	PEST CONTROL	92.12
POLLARD PUMPING	BOYSCOUT PARK PORT A POTTY	250.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	138.90
SD MYERS, LLC	ANNUAL SUBSTATION OIL TESTING	3,213.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	93.06
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,263.21
VERIZON WIRELESS SERVICES LLC	CELL PHONES	398.85
WAYNE AUTO PARTS	BATTERIES/BRAKE PADS/CAP/HOSE	2,174.68
WAYNE COUNTY CLERK	FILING FEES	108.00
WAYNE HERALD	ADS AND NOTICES	1,088.55
WAYNE HERALD	CAC ADVERTISING	80.50
WAYNE HOSPITALITY	TIF PRINCIPAL/INTEREST	22,401.28
WAYNE SENIOR CENTER	SENIOR CENTER FREEZER	3,000.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	196.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	-126.00
WORLDPAY INTERGRATES PAYMENTS	CAC CREDIT CARD FEES	137.77
ZACH HEATING & COOLING	FIRE HALL FURNACE REPAIR	894.00
ZOOBEAN INC	LINCENSING	949.00
	Grand Total:	282,581.86



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action. Please return this form and any additional information to the City Clerk's office at 306 Pearl Street.

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

Name: Darin Greunke - Sharp Shooters 4-H Club

Address: 56472 854rd Winside

Telephone No.: 402-375-8906 cell

Date of Request: 3-8-2020

Description of Requested Topic: The Sharp Shooters 4-H Club is requesting permission to operate a portable shooting gallery style trailer during the chicken show. (including Hensoween). and/or during the alternate date if July 10-12 dates are not ~~feasible~~ feasible. (Sept 12th). Trailer will be manned by Certified 4-H Instructors.

RESOLUTION NO. 2020-25

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

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

WHEREAS, the City of Wayne desires to apply for said funds to provide public transportation in the City of Wayne with special emphasis on meeting the needs of elderly and handicapped persons; and

WHEREAS, the City of Wayne, by way of this Resolution, is approving the submission of the City's application for a small 14-passenger bus with wheelchair lift; and

WHEREAS, the City Administrator of Wayne, Nebraska, is authorized to sign the application for federal assistance, and any other official documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Nebraska; and

WHEREAS, the City of Wayne, Nebraska, currently has the written commitment for the 10% local matching share that is identified on the application form and the supplemental documents and will, as it becomes necessary, allocate the local funds for the project; and

WHEREAS, the City of Wayne, Nebraska, will commit the necessary financial resources or 10% funding for the purchase of said small 14-passenger bus with wheelchair lift; and

WHEREAS, the City of Wayne, Nebraska, will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, and any of the regulations promulgated pursuant to such Act; and

WHEREAS, the City of Wayne, Nebraska, will comply with all rules and regulations and applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project; and

WHEREAS, the City of Wayne, Nebraska, will comply with the Federal disability access and use standards where they can be reasonably applied, in accord with the American with Disabilities Act of 1991.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to apply for the above-mentioned funds and that said funds will be used for the purchase of a small 14-passenger bus with wheelchair lift.

PASSED AND APPROVED this 19th day of May, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-26

A RESOLUTION APPROVING LEAD ARTIST AND OWNER AGREEMENT BETWEEN THE CITY OF WAYNE AND DAVE LOEWENSTEIN, INDEPENDENT CONTRACTOR.

WHEREAS, the Wayne City Council is desirous of entering into a “Lead Artist and Owner Agreement” with Dave Loewenstein, Independent Contractor, to paint a mural on the north exterior wall of the Majestic Theater located at 310 Main Street in Wayne, Nebraska, for the amount of \$20,000; and

WHEREAS, staff has reviewed said Agreement and is recommending that the same be approved.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the “Lead Artist and Owner Agreement” between the City of Wayne and Dave Loewenstein, Independent Contractor, which is attached hereto and incorporated herein by reference, be accepted as recommended, and the Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 19th day of May, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Public Art Project 2020 – City of Wayne
Lead Artist and Owner Agreement

This agreement made and entered into by the City of Wayne, hereinafter called the OWNERS, and Dave Loewenstein, independent contractor and artist, hereinafter called the LEAD ARTIST.

WHEREAS, OWNERS require the services of an artist to paint a mural on approximately the full north exterior wall of the Majestic Theater located at 310 Main Street in Wayne NE; and

WHEREAS, OWNERS have determined that the LEAD ARTIST is best qualified to paint the mural desired based upon the skill, reputation and creativity of the LEAD ARTIST; and

WHEREAS, the LEAD ARTIST is an artist known to paint murals of recognized quality and is able and willing to perform under the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the foregoing promises and the covenants set forth below, the parties hereto agree as follows:

1. Final Design

The LEAD ARTIST shall present the final design to the OWNERS and the Majestic Theater Board of Directors for approval prior to the painting of the Mural.

2. Creation and Installation

The LEAD ARTIST represents and warrants that the Mural to be created are original works of art and that the Mural shall be a faithful rendition of the preliminary design submitted by the LEAD ARTIST and approved by the OWNERS. The LEAD ARTIST shall create and be responsible for installation of a painted mural. The LEAD ARTIST agrees to have the Mural completely installed by July 31, 2020. If work on the Mural is delayed by adverse weather conditions, or any other cause beyond the LEAD ARTIST'S reasonable control, then the completion date shall be extended for such reasonable time as the parties may agree.

3. Permits

The OWNERS agree to procure all necessary permits including any easements, encroachment permits, signage permits, scaffolding permits, alley closure permits or otherwise.

4. Amount of Payment

The OWNERS agree to pay the LEAD ARTIST a total of TWENTY THOUSAND DOLLARS (\$20,000) for his work in the creation of the mural and direction of volunteers and assistants who will collaborate with the LEAD ARTIST.

5. Method of Payment

The OWNERS shall pay the LEAD ARTIST a fee of \$20,000 in three payments.

- a) \$750 upon the draft concept being submitted
- b) \$5916 upon the signing of the contract
- c) \$6667 upon approval of the final mural design
- d) \$6667 upon the completion of the mural painting by LEAD ARTIST

6. Timely Payment

If the OWNERS fail to make any payment within 14 days of the date it is due, the LEAD ARTIST may cease all work and the completion date of the project shall, at the LEAD ARTIST'S discretion, be adjusted accordingly.

7. Mural Maintenance

The OWNERS recognize that the maintenance of the Mural on a regular basis is essential to the integrity of the Murals. Therefore, for the length of time that the Mural is on the site, the OWNERS shall be responsible for maintaining and repairing the Mural under the LEAD ARTIST'S supervision. If the LEAD ARTIST fails or refuses to supervise such maintenance and repairs, the OWNERS shall have the right to do so.

8. Copyright

The LEAD ARTIST reserves to themselves all copyrights in the Mural, the preliminary design and any incidental works made in the creation of the Mural. The LEAD ARTIST agrees not to unreasonably refuse the OWNERS permission to reproduce the Mural for noncommercial purposes.

9. Insurance

The LEAD ARTIST shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting the against any and all liabilities arising out of or related to the installation and maintenance of the Mural. The OWNERS and building owner shall be named as an additional insured during the period of time she is installing the mural. The LEAD ARTIST will also provide a waiver of subrogation in favor of the OWNER and the building owner.

10. Tools and Supplies

The LEAD ARTIST shall provide all materials needed for the creation of the mural including: paint, brushes, and primer.

11. Apprentice

The OWNERS may hire a Mural Apprentice approved by the LEAD ARTIST and pay them a mutually agreed upon stipend.

12. Termination

Either party may terminate this agreement for cause if the other party fails to perform any material obligation hereunder. In the event the LEAD ARTIST abandons the Mural, defaults on any material term of this agreement or otherwise causes it to be terminated without cause prior to completion of the work, the LEAD ARTIST shall not be owed or paid any further compensation by the OWNERS. If the OWNERS fail to perform any material obligation hereunder, including failure to pay the LEAD ARTIST, the LEAD ARTIST may cease work and exercise any remedies available in law or equity.

13. Entire Agreement

This Agreement represents the entire Agreement of the parties and may not be amended unless agreed to in writing by the parties against whom enforcement is sought.

14. Choice of Law

This agreement will be construed in accordance with the laws of Missouri and all Litigation will be brought in the courts of that state.

Dated:

ARTIST: Dave Loewenstein

Dated:

OWNER:

City of Wayne

Job Title: Police Officer

Department: Police

Reports To: Police Sergeant

FLSA Status: Hourly

Summary

Under direction of Chief of Police or Sergeant, is a certified, sworn, and armed officer that enforces laws related to the protection of life and property, directs and controls traffic, prevents crime or disturbance of peace, and arrests violators by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Patrols assigned area on foot, by motorcycle, in patrol car, or on bicycle to enforce laws, prevent and discover crimes, investigate crimes, maintain order, and answer calls and complaints. Answers radio-dispatched or citizens' requests for police services at the scene of accidents, domestic disputes, law violations, and peace disturbances. Familiarizes self with beat and with persons living in area. Investigates illegal or suspicious activities, persons, and establishments, and quells disturbances. Locates, searches, detains, and arrests law violators, following recognized police procedures. Interviews and questions victims, witnesses, and suspects. Gathers and preserves evidence. Performs first aid and provides other assistance to accident and other victims. Investigates causes and results of accidents. Directs and controls traffic, assists Fire Department and **Providence Medical Center** on various calls. Issues written citations for traffic and other minor violations. Inspects public establishments requiring licenses to ensure compliance with rules and regulations. Checks security of homes and businesses. Operates police communication and computer equipment to obtain, disseminate, and report information. Attends community meetings to discuss crime prevention activities and crime problems. Writes detailed incident, investigation, activity, and other reports. Testifies in court to present evidence by describing conditions, situations, and actions. Maintains police vehicles and equipment and performs office duties as required or assigned.

Supervisory Responsibilities

This job has no supervisory responsibilities.

Competencies

To perform the job successfully, an individual should demonstrate the following competencies:

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works ethically and with integrity; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals.; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

Language Skills

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

Mathematical Skills

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Other Skills, Abilities, and Qualifications

Must be 21 years of age; must be a United States citizen; must be a high school graduate or GED equivalent; must be able to pass a high school equivalency (TABE) test; must be able to operate a police cruiser; must maintain a valid Nebraska motor vehicle operators license; must be able to obtain Police Officer certification through the Nebraska Law Enforcement training Center; must be physically able to obtain and maintain certification in CPR and Department issued or personal firearms; must have fluent use of the English language for both oral and written communication; must be able to hear normal conversations; must be able to differentiate between the eight basic colors; must have 20/20 vision in both eyes or correctable to 20/20 in both eyes; must be able to lift to recover property and assist with accident victims; must be physically able to pursue and effect the arrest of suspects in various areas of the City; ability to work in adverse weather conditions.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, crouch, or crawl and talk or hear. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision and color vision.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to outside weather conditions; extreme cold and extreme heat. The noise level in the work environment is usually moderate.

RESOLUTION NO. 2020-27

A RESOLUTION APPROVING AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF WAYNE, NEBRASKA, AND PROVIDENCE MEDICAL CENTER.

WHEREAS, the City of Wayne has entered into agreements with Providence Medical Center, wherein the City of Wayne agrees to provide financial support to Providence Medical Center each fiscal year to help defray the cost of operation and provide funds for the replacement of an ambulance and equipment; and

WHEREAS, the City of Wayne last approved an agreement with Providence Medical Center on September 5, 2017, for said ambulance services.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the proposed Ambulance Services Agreement, as amended and attached hereto and incorporated hereby by reference, between the City of Wayne and Providence Medical Center is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the necessary document(s) to complete the transaction.

PASSED AND APPROVED this 19th day of May, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

AMBULANCE SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020, by and between Providence Medical Center, 1200 Providence Road, Wayne, NE 68787 (hereinafter referred to as “PMC”), a Nebraska nonprofit corporation and the City of Wayne, a Nebraska Municipal Corporation with offices located at 306 North Pearl Street, Wayne, NE 68787 (hereafter referred to as “CITY”).

RECITALS

WHEREAS, PMC is a critical access hospital serving residents of the City of Wayne, Nebraska and the surrounding area. PMC is a rural provider of organized inpatient, outpatient and emergency health services in its service area; and

WHEREAS, PMC owns and operates an ambulance service and has the appropriate equipment, qualified personnel, licensing and expertise to provide Advanced Life Support emergency medical services (EMS) and non-emergency ambulance ground transportation services to the residents of Wayne, NE and the surrounding areas; and

WHEREAS, on September 28, 1982, PMC and CITY entered into a long-term contract which expired on August 1, 1989, and which contract was entered into following a public hearing pursuant to Section 13-303 of the Revised and Reissued Statutes of the State of Nebraska; and

WHEREAS, on February 19, 1990, said contract was extended by the parties through the period of August 1, 1996, and again through August 2003, and again on October 8, 2007 with automatic renewal; and

WHEREAS, said contract provides that the parties may mutually agree to extend the same, which they now wish to do, pursuant to the provisions contained in this Agreement.

NOW THEREFORE, the parties agree as follows:

TERMS OF THE AGREEMENT

1. Obligations of PMC.
 - a. PMC will provide properly trained and qualified staff, appropriate equipment and supplies to operate an Advanced Life Support (ALS) ambulance service and non-emergency ambulance ground transportation services to the residents of Wayne, Nebraska and the surrounding areas.
 - b. PMC will provide, at no additional expense to CITY, training for CITY police officers regarding appropriate utilization of personal protective equipment (PPE), and use of appropriate body mechanics for assisting with emergency calls.
 - c. PMC will maintain properly equipped ambulances, and utilize best efforts to ensure that an adequate number of vehicles are available and in good repair to reasonably serve the community.
 - d. PMC will coordinate with other surrounding rescue services; in the event that the emergency medical services needs of the regional community, including Wayne, Nebraska and the surrounding areas, exceed PMC’s immediately available resources, including equipment and personnel.
 - e. PMC will comply with all state EMS protocols, federal and state laws, including the Emergency Medical Treatment and Active Labor Act (EMTALA).
 - i. EMTALA requires PMC to ensure that all patients receive a medical screening exam by qualified personnel unless otherwise directed by state EMS protocols;

- a. PMC shall bill patients and third party payers and collect for all ambulance services rendered, consistent with its policies and payer contracts with government and commercial third party payers.
 - b. CITY will not receive any remuneration for rendered service by the PMC ambulance, nor will CITY be responsible for any payments to PMC for ambulance services rendered to patients except for the financial support as set forth in this Agreement.
 - c. PMC has policies and procedures to provide financial assistance to patients when requested.
6. Insurance. PMC shall purchase and maintain, at all times that services are being performed under this Agreement, all necessary insurance, including, but not limited to, liability, professional liability, comprehensive auto and workers' compensation for PMC personnel and equipment with appropriate limits through responsible insurance companies authorized to do business in Nebraska. A copy of proof of such insurance is available upon request.
7. Independent Contractor. The Parties to this Agreement are independent contractors to one another and nothing in this Agreement shall be deemed to create a relationship of principal and agent between the Parties. Additionally, nothing in this Agreement shall be construed to create an employer/employee, master/servant or partnership/joint venture relationship between the Parties. Each Party shall be exclusively responsible for selecting, supervising and compensating its own employees and/or representatives in the performance of their responsibilities under this Agreement. No Party shall have the authority to bind the others or to transact business in the name of the others nor to make representations or promises on behalf of the other Parties, except as it is expressly granted under this Agreement or in writing by another Party.
8. Term and Termination. The term of this Agreement shall commence on the date first written above and shall last until September 30, 2018 and thereafter shall automatically renew on October 1st of each year for successive one (1) year terms thereafter unless either Party provides notice of termination to the other at least six (6) months prior to the expiration of the initial term or any subsequent renewal term. Notwithstanding the stated term, this Agreement may be terminated sooner as follows:
 - a. Without Cause. Without cause or penalty by either Party upon not less than six (6) months prior written notice to the other Party at any time.
 - b. For Cause. For cause by either Party upon giving the other Party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective; provided, that in the event of termination for cause under this subparagraph, the Party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the Party giving notice. Cause under this subparagraph consists of a material breach or default by the Party receiving notice in the performance or under the terms and conditions of this Agreement.
 - c. Mutual Agreement. At any time upon mutual written agreement of the Parties.
 - d. Application of Law. By either Party at any time, in the event that any court or governmental authority determines that either Party is, under this Agreement, operating in violation of any law, regulation or court ruling; or that PMC is, by virtue of this Agreement operating in violation of the requirements for maintenance of its status as an organization under section 501(c)(3) of the Internal Revenue Code; or is in violation of Section 1128B(b) of the Social Security Act. In the event the Agreement is subject to termination under this Section due to the occurrence of one of the events described herein, then the Parties agree to use their best efforts to promptly negotiate any reasonable changes to the Agreement, without substantially

destroying the underlying structure and purpose of the Agreement, in order to remedy such prohibitions, and a Party can exercise its option to terminate only if the Parties do not or cannot promptly take such steps as are necessary to remedy such violation.

- e. Immediately upon the bankruptcy, receivership, or dissolution of PMC, or the cessation of PMC's business.
 - f. The termination of this Agreement shall not relieve Parties of their obligations incurred prior to or as a result of such termination.
9. Notices. All notices, demands, requests, consents, or other communications required by this Agreement may be delivered personally or sent by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile addressed as follows:

If to PMC: CEO
 Providence Medical Center
 1200 Providence Rd
 Wayne, NE 68787-1212

If to CITY: Wes Blecke
 City of Wayne
 306 Pearl Street
 Wayne, NE 68787

10. Advertising. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the other.
11. Limitation of Liability. No Party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to this Agreement, or for any negligent or intentional act or omission of any other Party or its officers, employees or agents.
12. Privacy and Security of Patient Information. The Parties agree to abide by all state and federal laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act, and all policies and procedures adopted by PMC to comply with such laws, governing the privacy, security and use of patient protected health information.
13. Miscellaneous Provisions. The following miscellaneous terms shall be in effect throughout the term of this Agreement:
- a. Amendments. This Agreement shall not be amended except upon the express written agreement of the Parties.
 - b. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions shall remain in full force and shall in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits of the Parties hereunder.
 - c. Waiver. Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

- d. Assignment. Neither this Agreement nor any of the duties or responsibilities of a Party shall be assigned or transferred by a Party without the other Parties' prior written consent.
- e. Binding Effect. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto, and their heirs, legal representatives, successors and permitted assigns.
- f. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Nebraska.
- g. Interpretation. This Agreement is the result of negotiation between the Parties, and no ambiguity herein shall be construed against either Party because of that Party's role in drafting this Agreement.
- h. Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitute the entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings. To the extent that any exhibit or schedule contains express provisions which are inconsistent with any term of this document, the express provisions of the schedule or exhibit shall control.
- i. Copies/Signatures. A fully-executed facsimile or electronic copy of this Agreement shall be treated as an original Agreement and signatures may be made in counterparts to this Agreement.
- j. Recitals. The recitals are intended to describe the intent of the Parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
- k. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.
- l. No Third Party Beneficiaries. This Agreement is executed for the benefit of the named Parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third Party. No one other than a Party to this Agreement or a Party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

IN WITNESS WHEREOF, the Parties have executed, in duplicate, this Agreement as of the date set forth below.

PROVIDENCE MEDICAL CENTER

CITY OF WAYNE,

A Municipal Corporation

("PMC")

("CITY")

By: _____
CEO

By: _____
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Clerk

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 th 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 th 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

The south side of the centerline of Summerfield Drive from the east line of Centennial Road to the west line of Industrial Drive.

The north side of the centerline of Summerfield Drive from the east line of Centennial Road to the west line of Industrial Drive.

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

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 19th day of May, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



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 19th 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. 14th Street to Wayne Incorporated Area.

Add Lage area to Wayne Incorporated Area.

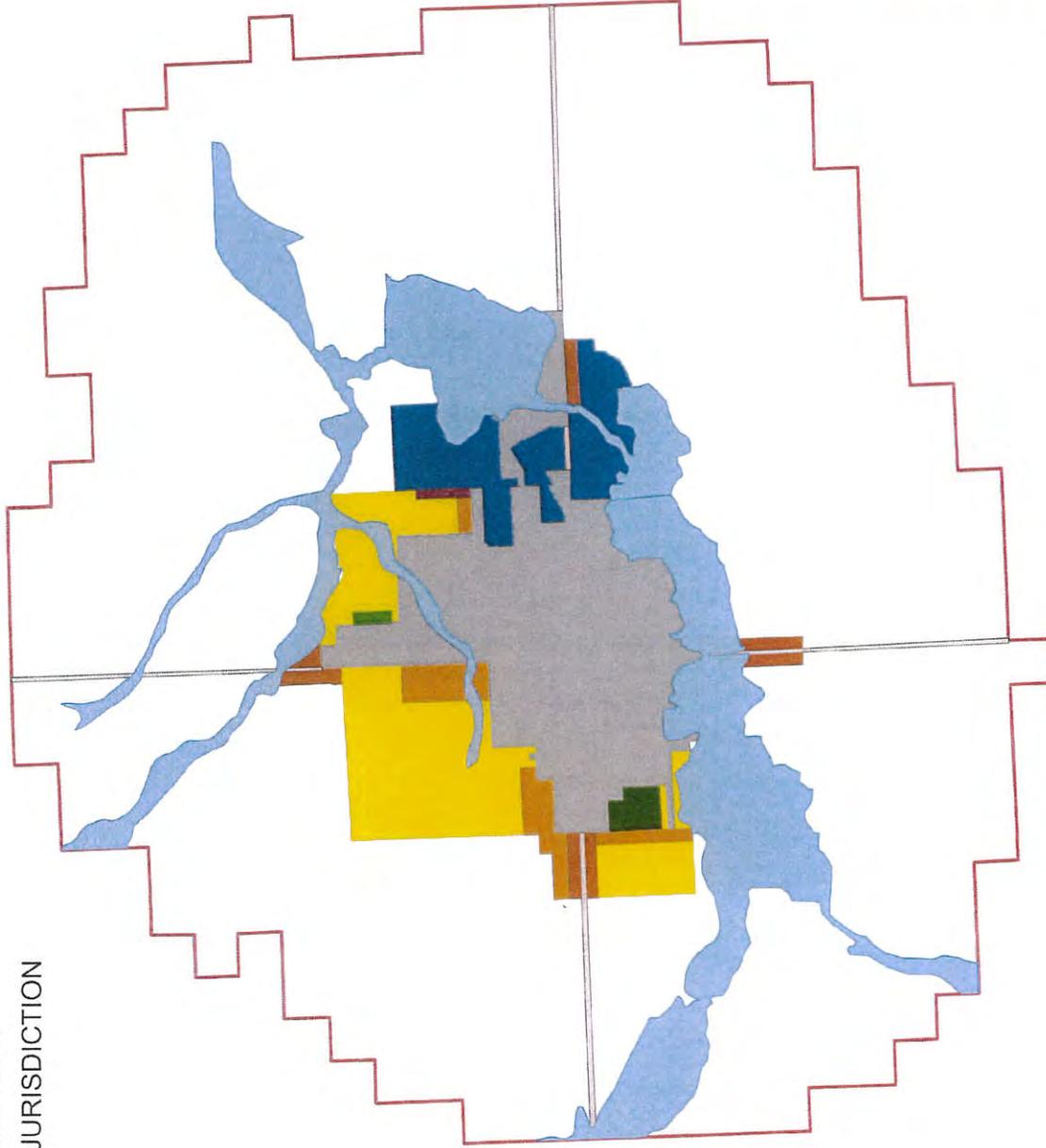
Add South Sherman area to Wayne Incorporated Area.

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



Legend

	Floodplain
	Public/Quasi-Public
	Industrial
	Highway Corridor
	Commercial
	Single Family Residential
	Parks/Recreation
	Multifamily Residential
	Wayne Incorporated Area
	Mixed Use Residential/Commercial

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. 14th 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. 10th 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.

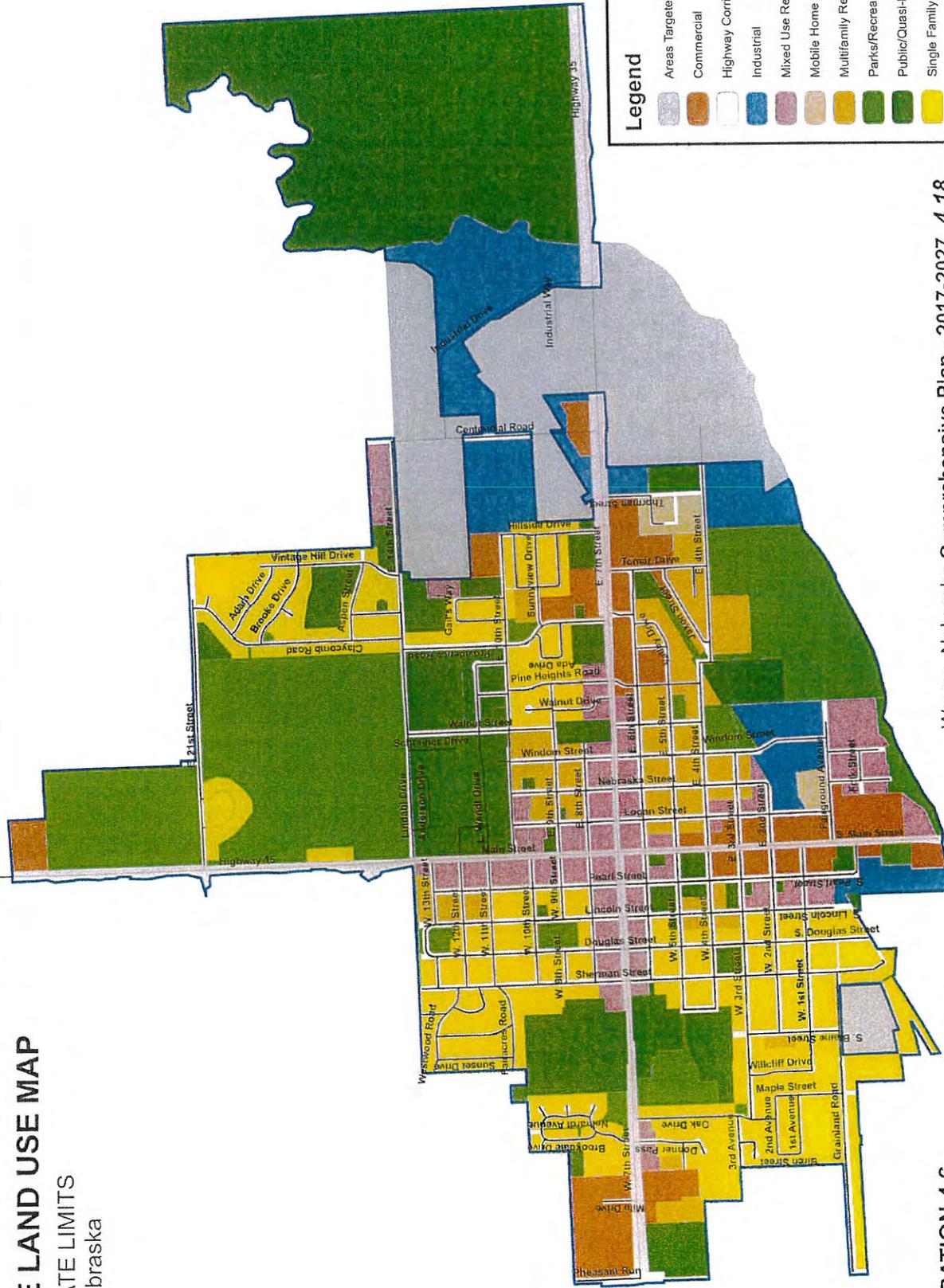
Change Single Family area along W. 7th out to Pac-N-Sav to Mixed Use.

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



Legend

- Areas Targeted for Annexation
- Commercial
- Highway Corridor
- Industrial
- Mixed Use Residential/Commercial
- Mobile Home Residential
- Multifamily Residential
- Parks/Recreation
- Public/Quasi-Public
- Single Family Residential

Wayne, Nebraska Comprehensive Plan - 2017-2027 4.18

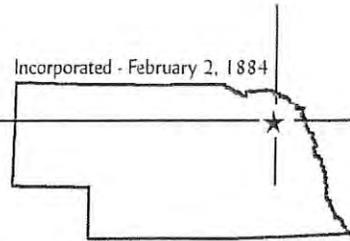
ILLUSTRATION 4.6

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Chad J. Hoeppe

Address: 604 W 2nd Street

Wayne, NE 68787

Telephone No.: 402-369-3555

Date of Request: 5/11/2020

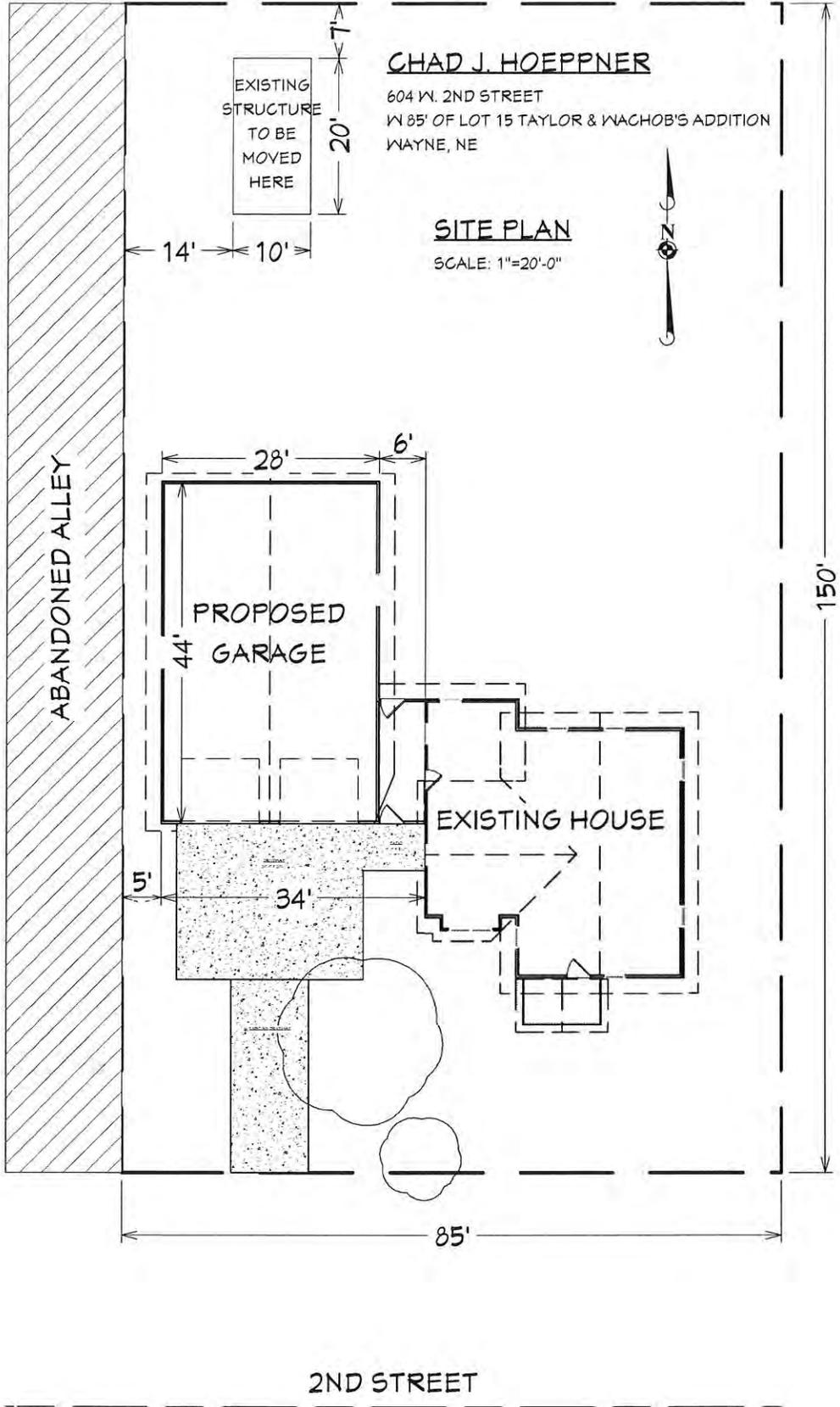
Description of Requested Topic: _____

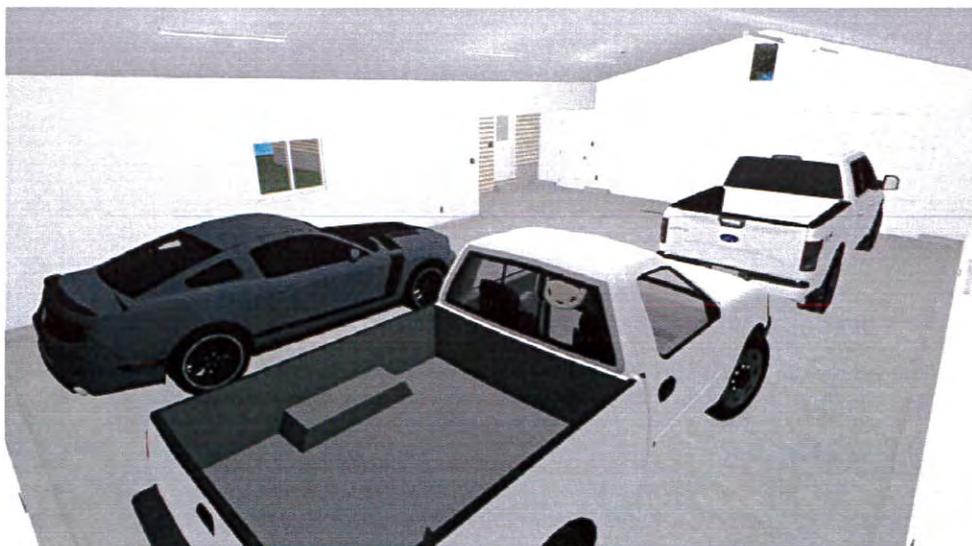
-While applying for a building permit and laying out the site plan, I discovered my west side of the proposed garage is only 5' from the property line ILO requested 7' easement.

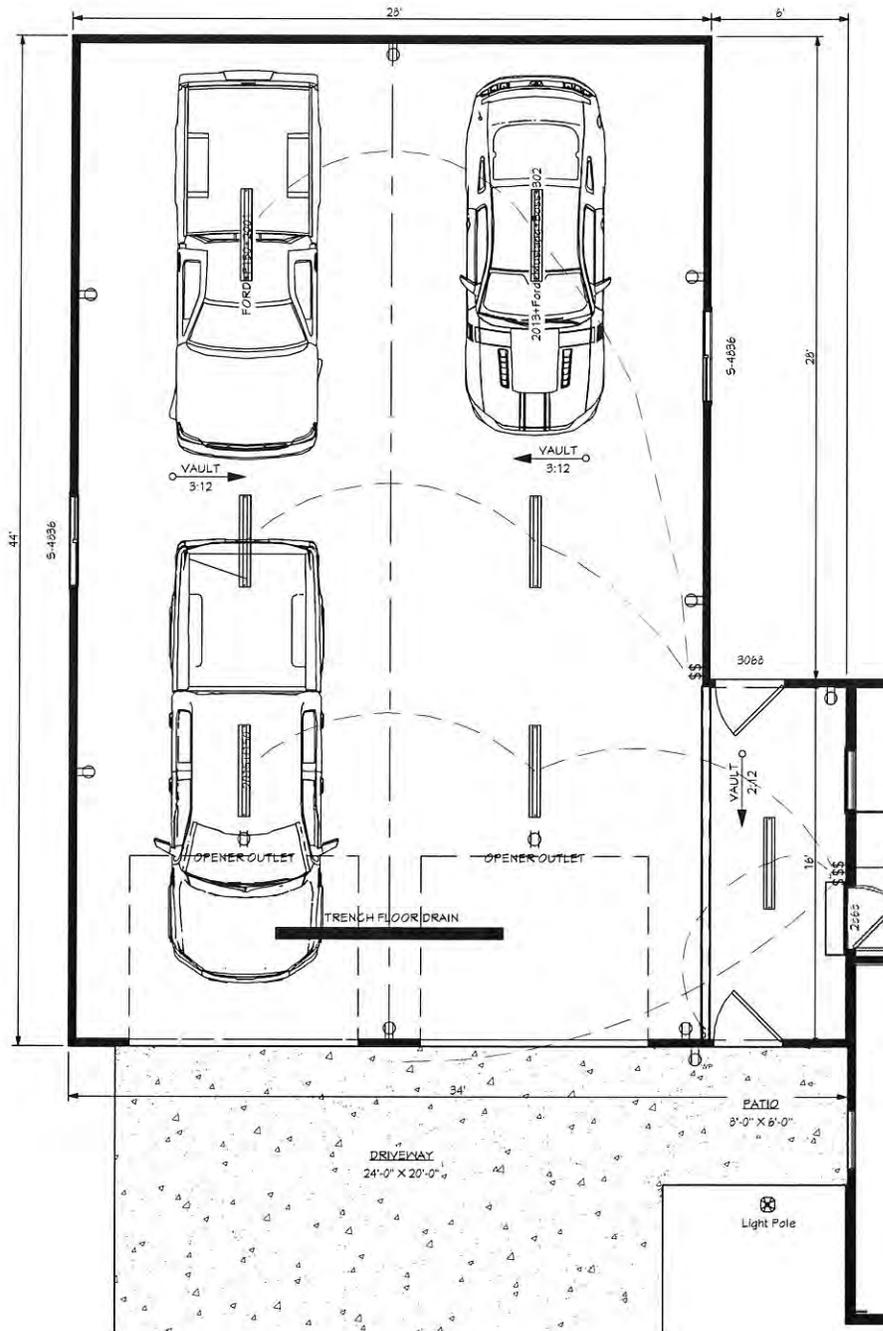
-I am looking at getting the abandoned alley on the west side of my property (located at 604 W 2nd St) vacated allowing me enough room for my side easement of my garage.

-I am also requesting waiving the multiple readings of this so I can continue with my scheduled contractors.



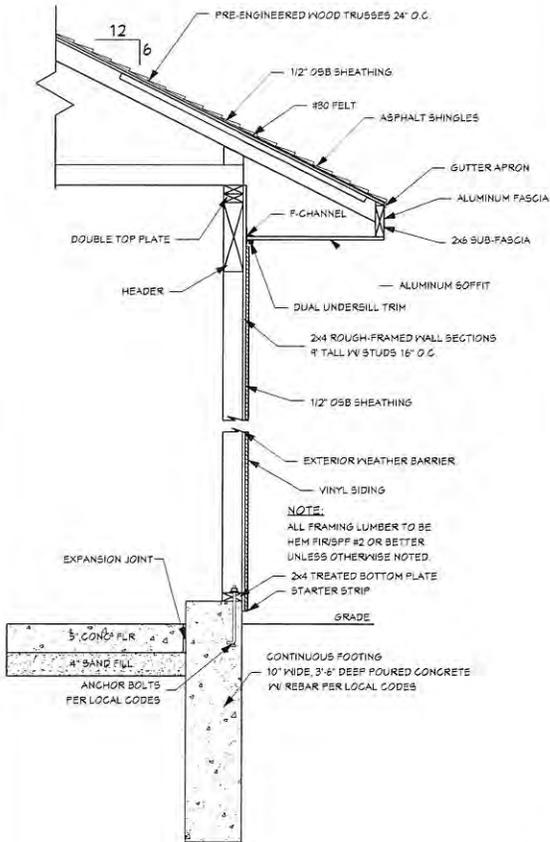






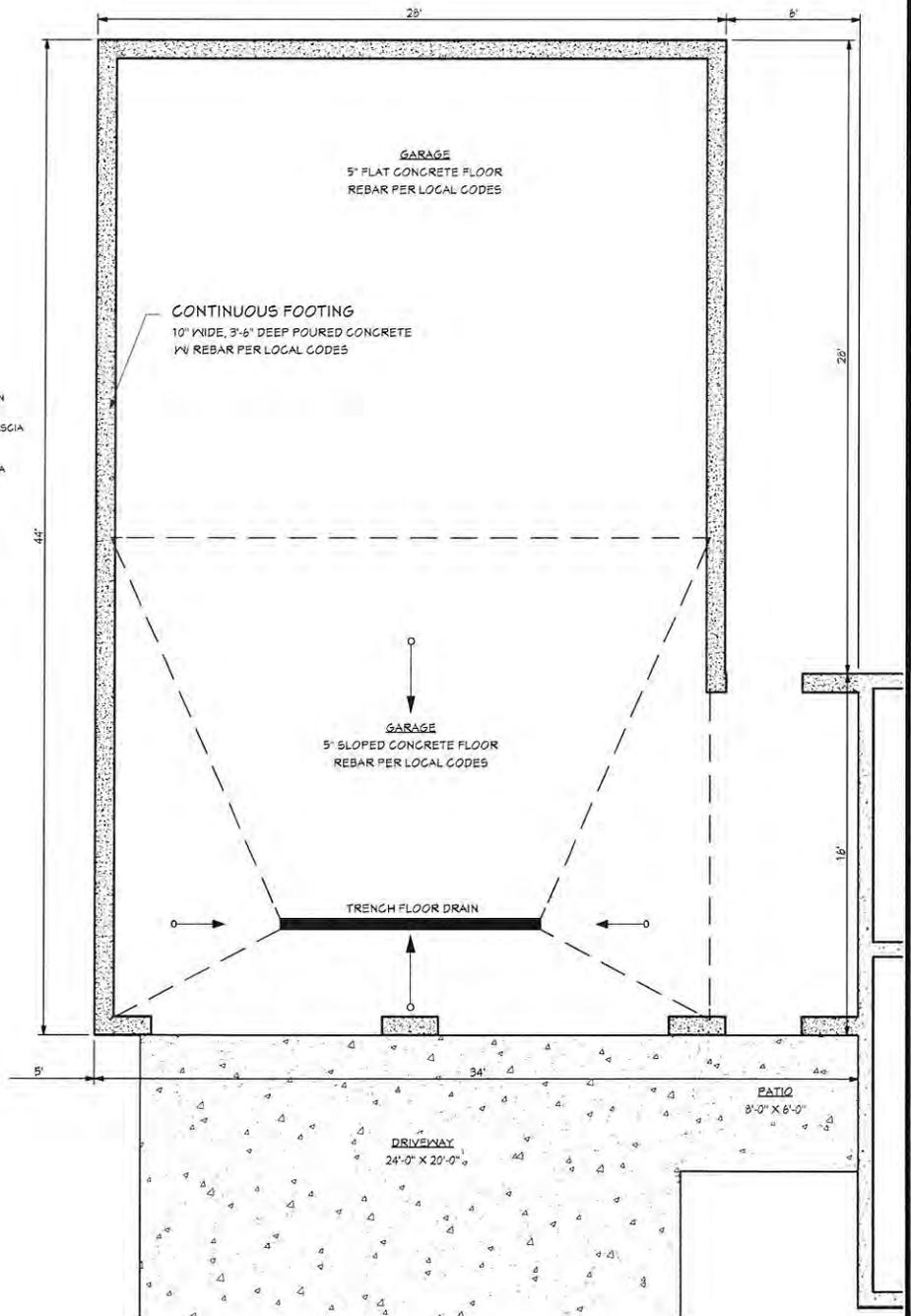
MAIN FLOOR PLAN

SCALE: 1/8"=1'-0"



WALL SECTION

SCALE: 3/8"=1'-0"



FOUNDATION PLAN

SCALE: 1/8"=1'-0"

ORDINANCE NO. 2020-8

AN ORDINANCE APPROVING THE VACATION OF AN ALLEY LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THE NORTH-SOUTH ALLEY LYING BETWEEN LOTS 15 AND 16, TAYLOR & WACHOB'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. That the vacation of the north-south alley lying between Lots 15 and 16, Taylor & Wachob's Addition to the City of Wayne, Wayne County, Nebraska, is in the best interest of the City of Wayne.

Section 2. That the north-south alley lying between Lots 15 and 16, Taylor & Wachob's Addition to the City of Wayne, Wayne County, Nebraska, is hereby vacated, and the ownership shall revert to the adjacent property owners.

Section 3. The City of Wayne, Nebraska, shall reserve in said alley permanent utility easements for installing and/or maintaining all utilities in the alley herein vacated.

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

PASSED AND APPROVED this 19th day of May, 2020.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



W. 3rd Street

Blaine Street

W. 2nd Street





May 11, 2020

Mayor and Council Members
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

RE: Wayne, Nebraska
2019 Water Transmission Main, DWSRF No. 311643
JEO Project No. 182177.00

Mayor and Council Members:

The first month of construction has gone well with the water transmission main. Approximately two miles of water main has been installed. The contractor started at Well No. 9 and is working south. The water main construction is approaching 859 Rd. near Dog Creek bridge.

Enclosed is Application of Payment No. 1 in the amount of \$680,672.88. JEO recommends approval of this pay application.

If you have any questions or concerns, please feel free to contact me. I do plan to attend the next council meeting virtually.

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman".

Roger S. Protzman, P.E.
Senior Project Engineer

RSP:skw
Enclosures

182177LTR051120-PA1.docx

Progress Estimate

Contractor's Application

For (Contract):		2019 Water Transmission Main		Application Number:		5/11/2020					
Application Period:		43922		Materials Presently Stored (net in C)		Total Completed and Stored to Date (D + E)		% (F / B)		Balance to Finish (B - F)	
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	E	F	G		
		Item Quantity	Units	Unit Price						Total Value of Item (\$)	
BASE BID											
1	MOBILIZATION	1	LS	\$47,250.00	0.5	\$23,625.00		\$23,625.00	50.0%	\$23,625.00	
2	BONDING AND INSURANCE	1	LS	\$15,150.00	1	\$15,150.00		\$15,150.00	100.0%	\$15,150.00	
3	16" PVC WATER MAIN, DR 18	29,266	LF	\$96.81	1,020	\$405,646.20		\$405,646.20	37.7%	\$671,635.26	
4	16" PVC WATER MAIN, DR 18, R.J.	480	LF	\$93.40	500	\$46,700.00		\$46,700.00	104.2%	\$1,868.00	
5	16" PVC WATER MAIN, DR 18, R.J., DIRECTIONALLY BORED	1,128	LF	\$118.65		\$133,837.20		\$133,837.20		\$133,837.20	
6	12" PVC WATER MAIN, DR 18	1,597	LF	\$26.00		\$41,522.00		\$41,522.00		\$41,522.00	
7	16"x16"x16" TEE, M.J., R.J.	4	EA	\$2,080.00	1	\$2,080.00		\$2,080.00	25.0%	\$6,090.00	
8	16"x12"x16" TEE, M.J., R.J.	1	EA	\$1,975.00	1	\$1,975.00		\$1,975.00		\$1,975.00	
9	16"x6"x16" TEE, M.J., R.J.	6	EA	\$1,666.00	2	\$3,332.00		\$3,332.00	33.3%	\$6,664.00	
10	12"x12"x12" TEE, M.J., R.J.	1	EA	\$1,102.00	1	\$1,102.00		\$1,102.00		\$1,102.00	
11	12" X 6" X 12" TEE, M.J., R.J.	1	EA	\$1,011.00	1	\$1,011.00		\$1,011.00		\$1,011.00	
12	16"x10" REDUCER M.J., R.J.	2	EA	\$915.00	2	\$1,830.00		\$1,830.00		\$1,830.00	
13	16" 11.25 BEND, M.J., R.J.	8	EA	\$1,414.00	1	\$1,414.00		\$1,414.00		\$1,414.00	
14	16" 22.5 BEND, M.J., R.J.	1	EA	\$1,415.00	1	\$1,415.00		\$1,415.00	100.0%	\$1,415.00	
15	16" 45 BEND, M.J., R.J.	1	EA	\$1,516.00	1	\$1,516.00		\$1,516.00		\$1,516.00	
16	16" 90 BEND, M.J., R.J.	4	EA	\$1,815.00	3	\$20,667.00		\$20,667.00	39.3%	\$41,334.00	
17	16" GATE VALVE AND BOX, M.J., R.J.	9	EA	\$6,885.00	3	\$20,667.00		\$20,667.00		\$20,667.00	
18	16" INSERTION VALVE	2	EA	\$81,750.00	5	\$3,875.00		\$3,875.00	55.6%	\$9,100.00	
19	16" FOSTER ADAPTOR	9	EA	\$775.00	5	\$3,875.00		\$3,875.00		\$3,875.00	
20	16" PLUG, M.J., R.J.	1	EA	\$875.00	1	\$875.00		\$875.00		\$875.00	
21	12" GATE VALVE AND BOX, M.J., R.J.	2	EA	\$2,645.00	2	\$5,290.00		\$5,290.00		\$5,290.00	
22	12" FOSTER ADAPTOR	2	EA	\$515.00	2	\$1,030.00		\$1,030.00		\$1,030.00	
23	10" GATE VALVE AND BOX, M.J., R.J.	1	EA	\$2,201.00	1	\$2,201.00		\$2,201.00		\$2,201.00	
24	10" LINE STOP	1	EA	\$10,000.00	1	\$10,000.00		\$10,000.00		\$10,000.00	
25	10" FOSTER ADAPTOR	1	EA	\$525.00	1	\$525.00		\$525.00		\$525.00	
26	AIR RELEASE MANHOLE, COMPLETE	11	EA	\$17,250.00	3.75	\$64,687.50		\$64,687.50	34.1%	\$125,062.50	
27	FLAT TOP AIR RELEASE MANHOLE, COMPLETE	1	EA	\$17,550.00	1	\$17,550.00		\$17,550.00		\$17,550.00	
28	WATER VALVE MANHOLE, COMPLETE	2	EA	\$19,741.00	2	\$39,482.00		\$39,482.00		\$39,482.00	
29	CONNECT TO EXISTING WATER MAIN	6	EA	\$1,101.00	2	\$2,202.00		\$2,202.00	33.3%	\$4,404.00	
30	FIRE HYDRANT ASSEMBLY	7	EA	\$3,715.00	2	\$7,430.00		\$7,430.00	28.6%	\$18,575.00	
31	24" PVC CASING, R.J., DIRECTIONALLY BORED	871	LF	\$210.00	630	\$132,300.00		\$132,300.00	72.3%	\$50,610.00	
32	1" WATER SERVICE SADDLE	1	EA	\$231.00	1	\$231.00		\$231.00		\$231.00	
33	1" CORPORATION STOP	1	EA	\$245.00	1	\$245.00		\$245.00		\$245.00	
34	1" SERVICE LINE	67	LF	\$14.00	1	\$998.00		\$998.00		\$998.00	
35	SORE WATER SERVICE LINE	55	LF	\$15.00	1	\$825.00		\$825.00		\$825.00	
36	1" CURB STOP AND BOX	2	EA	\$350.00	2	\$700.00		\$700.00		\$700.00	
37	ENTRANCE CROSSING (TYPE 1)	16	EA	\$350.00	2	\$700.00		\$700.00	12.5%	\$4,900.00	
38	ENTRANCE CROSSING (TYPE 2)	2	EA	\$250.00	2	\$500.00		\$500.00	100.0%	\$500.00	
39	ENTRANCE CROSSING (TYPE 3)	2	EA	\$300.00	2	\$600.00		\$600.00		\$600.00	
40	12" CMP CULVERT	40	LF	\$36.00	1	\$1,440.00		\$1,440.00		\$1,440.00	
41	GRAVEL SURFACE COURSE	713	TONS	\$28.00	110	\$3,080.00		\$3,080.00	15.4%	\$16,884.00	

Progress Estimate

Contractor's Application

For (Contract):		2019 Water Transmission Main DWSRF No. 311643		Application Number:		5/11/2020			
Application Period:		48922		Application Date:		5/11/2020			
Bid Item No.	Item Description	Contract Information			C	D	E	F	G
		Item Quantity	Units	Unit Price					
42	EROSION CONTROL MAT	8,099	5Y	\$1.25	\$10,048.75				\$10,048.75
43	CLEARING AND GRUBBING	1	LS	\$5,500.00	\$5,500.00	0.5	\$2,750.00	\$2,750.00	\$2,750.00
44	SEEDING (ESTABLISHED QTY)	23	AC	\$1,250.00	\$28,750.00				\$28,750.00
45	SILT FENCE, HIGH POROSITY	1,065	LF	\$2.10	\$2,236.50	1.25	\$262.50	\$262.50	\$1,974.00
46	TEMPORARY TRAFFIC CONTROL MEASURES	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00	\$2,000.00	\$2,000.00
47	STAKING	1	LS	\$5,500.00	\$5,500.00	0.5	\$2,750.00	\$2,750.00	\$2,750.00
48	POWER POLE BRACING	1	LS	\$5,500.00	\$5,500.00				\$5,500.00
49	24" DIA. MANHOLE RISER ADJUSTMENT RING - 4" TALL	3	EA	\$55.00	\$165.00				\$165.00
50	24" DIA. MANHOLE RISER ADJUSTMENT RING - 8" TALL	3	EA	\$85.00	\$255.00				\$255.00
51	24" DIA. MANHOLE RISER ADJUSTMENT RING - 12" TALL	3	EA	\$210.00	\$630.00				\$630.00
52	60" DIA. MANHOLE BARREL SECTION - 16" TALL	2	EA	\$280.00	\$560.00				\$560.00
53	60" DIA. MANHOLE BARREL SECTION - 32" TALL	2	EA	\$955.00	\$1,910.00				\$1,910.00
54	60" DIA. MANHOLE BARREL SECTION - 48" TALL	2	EA	\$1,025.00	\$2,050.00				\$2,050.00
56	FIRE HYDRANT EXTENSION - 6"	1	EA	\$850.00	\$850.00				\$850.00
56	FIRE HYDRANT EXTENSION - 12"	1	EA	\$910.00	\$910.00				\$910.00
57	FIRE HYDRANT EXTENSION - 18"	1	EA	\$985.00	\$985.00				\$985.00
58	FIRE HYDRANT EXTENSION - 24"	1	EA	\$1,000.00	\$1,000.00				\$1,000.00
59	FIRE HYDRANT EXTENSION - 48"	1	EA	\$1,615.00	\$1,615.00				\$1,615.00
ALTERNATE BID									
60	PIPE CLEANING STATION	3	EA	\$15,100.00	\$45,300.00	1	\$15,100.00	\$15,100.00	\$30,200.00
Totals					\$2,166,877.91		\$756,303.20	\$756,303.20	\$1,410,574.71
									34.9%

Date of Issuance:	May 13, 2020	Effective Date:	May 13, 2020
Owner:	City of Wayne, Nebraska	Owner's Contract No.:	
Contractor:	Rutjens Construction, Inc.	Contractor's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	182177
	2019 Water Transmission Main		2019 Water Transmission Main
Project:	DWSRF No. 311643	Contract Name:	DWSRF No. 311643

The Contract is modified as follows upon execution of this Change Order:
 Description: **Add drain tile around the valve manhole at Dog Creek**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,166,877.91</u>	Original Contract Times: Substantial Completion: <u>October 1, 2020</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,166,877.91</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2020</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>4,845.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>2,171,722.91</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2020</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Robert L. Hartman</i></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: _____
Date: <u>5/13/2020</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)
 By: _____
 Title: _____

Date: _____

Progress Estimate

Contractor's Application

A		B				C		D		E		F		G
Item		Contract Information				Estimated Quantity Installed		Value of Work Installed to Date		Materials Presently Stored (not in C)		Total Completed and Stored to Date (D + E)		Balance to Finish (F - G)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (F - G)			
GROUP B														
1	Mobilization	1	LS	\$50,000.00	\$50,000.00	0.50	\$25,000.00		\$25,000.00	50.0%	\$25,000.00			
2	Temporary Traffic Control Measures	1	LS	\$7,500.00	\$7,500.00	0.50	\$3,750.00		\$3,750.00	50.0%	\$3,750.00			
3	Clearing and Grubbing	1	LS	\$4,500.00	\$4,500.00	0.50	\$2,250.00		\$2,250.00	50.0%	\$2,250.00			
4	Excavation, Established Quantity	1,060	CY	\$10.00	\$10,600.00						\$10,600.00			
5	Remove Pavement	6,957	SF	\$5.00	\$34,785.00	1.830	\$9,150.00		\$9,150.00	26.3%	\$25,635.00			
6	Remove Concrete Sidewalk	3,946	SF	\$2.00	\$7,892.00						\$7,892.00			
7	Subgrade Stabilization	6,504	SF	\$14.16	\$92,096.64						\$92,096.64			
8	8" Concrete Pavement	6,504	SF	\$67.50	\$439,020.00						\$439,020.00			
9	6" Concrete Driveway	768	SF	\$64.46	\$49,505.28						\$49,505.28			
10	5" Concrete Sidewalk	4,229	SF	\$6.86	\$29,010.94						\$29,010.94			
11	Detectable Warning Panels	256	SF	\$44.00	\$11,264.00						\$11,264.00			
12	Crushed Rock Surface Course	21	TONS	\$55.00	\$1,155.00						\$1,155.00			
13	Modular Block Retaining Wall	120	SF	\$75.00	\$9,000.00						\$9,000.00			
14	Remove Storm Sewer Pipe	2,504	LF	\$10.00	\$25,040.00	635.00	\$6,350.00		\$6,350.00	25.4%	\$18,690.00			
15	Remove Storm Sewer Structure (< 6' deep)	19	EA	\$500.00	\$9,500.00	7.00	\$3,500.00		\$3,500.00	36.8%	\$6,000.00			
16	Remove Storm Sewer Structure (> 6' deep)	5	EA	\$1,000.00	\$5,000.00	2.00	\$2,000.00		\$2,000.00	40.0%	\$3,000.00			
17	Storm Sewer Manhole, 72"x54"	1	EA	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$6,000.00	100.0%				
18	Storm Sewer Manhole, 72"x42"	1	EA	\$5,500.00	\$5,500.00	1.00	\$5,500.00		\$5,500.00	100.0%				
19	Storm Sewer Manhole, 72"x36"	1	EA	\$5,000.00	\$5,000.00	1.00	\$5,000.00		\$5,000.00	100.0%				
20	Storm Sewer Manhole, 60"x36"	5	EA	\$4,500.00	\$22,500.00						\$22,500.00			
21	Storm Sewer Manhole, 54"x36"	1	EA	\$4,250.00	\$4,250.00	1.00	\$4,250.00		\$4,250.00	100.0%				
22	Storm Sewer Manhole, 42"x36"	1	EA	\$4,000.00	\$4,000.00						\$4,000.00			
23	Drop Curb Inlet w/ Grate	1	EA	\$4,500.00	\$4,500.00						\$4,500.00			
24	Steel Curb Inlet w/ Grate	1	EA	\$5,000.00	\$5,000.00	0.75	\$3,750.00		\$3,750.00	75.0%	\$1,250.00			
25	Curb Inlet (v=8')	19	EA	\$4,500.00	\$85,500.00	3.00	\$13,500.00		\$13,500.00	15.8%	\$72,000.00			
26	48" RCP, Class III	386	LF	\$150.00	\$57,900.00	386.00	\$57,900.00		\$57,900.00	100.0%				
27	42" RCP, Class III	653	LF	\$125.00	\$81,625.00	46.00	\$5,750.00		\$5,750.00	7.0%	\$75,875.00			
28	36" RCP, Class III	517	LF	\$100.00	\$51,700.00						\$51,700.00			
29	30" RCP, Class III	55	LF	\$80.00	\$4,400.00	55.00	\$4,400.00		\$4,400.00	100.0%				
30	24" RCP, Class III	204	LF	\$60.00	\$12,240.00						\$12,240.00			
31	18" RCP, Class III	180	LF	\$40.00	\$7,200.00						\$7,200.00			
32	15" RCP, Class III	284	LF	\$35.00	\$9,940.00	80.00	\$2,800.00		\$2,800.00	28.2%	\$7,140.00			
33	Concrete Collar, 48"	1	EA	\$1,000.00	\$1,000.00	1.00	\$1,000.00		\$1,000.00	100.0%				
34	Concrete Collar, 30"	1	EA	\$750.00	\$750.00	1.00	\$750.00		\$750.00	100.0%				
35	Concrete Collar, 24"	1	EA	\$600.00	\$600.00						\$600.00			

Progress Estimate

Contractor's Application

A		B				C	D	E	F		G
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish - F
		Item Quantity	Units	Unit Price	Total Value Item (\$)						
36	Concrete Collar, 15"	1	EA	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100.0%	
37	Storm Sewer Tap, 15"	1	EA	\$1,000.00	\$1,000.00	1.00	\$1,000.00		\$1,000.00	100.0%	
38	Remove Water Main	175	LF	\$12.00	\$2,100.00	80.00	\$960.00		\$960.00	45.7%	\$1,140.00
39	6" PVC Water Main, DR 18	45	LF	\$45.00	\$2,025.00	23.00	\$1,035.00		\$1,035.00	51.1%	\$990.00
40	Water Main Loop, 6"	40	LF	\$135.00	\$5,400.00	40.00	\$5,400.00		\$5,400.00	100.0%	
41	Water Main Loop, 8"	90	LF	\$105.00	\$9,450.00						\$9,450.00
42	1" PE Water Service (SDR 11)	251	LF	\$18.00	\$4,518.00	251.00	\$4,518.00		\$4,518.00	100.0%	
43	6" x 1" Saddle	1	EA	\$450.00	\$450.00	1.00	\$450.00		\$450.00	100.0%	
44	1" Curb Stop and Box	1	EA	\$500.00	\$500.00						\$500.00
45	Water Service Loop, 1"	220	LF	\$24.81	\$5,458.20						\$5,458.20
46	4" Insulation of Water Main	2	EA	\$350.00	\$700.00						\$700.00
47	6" Gate Valve and Box, MJ	1	EA	\$1,800.00	\$1,800.00						\$1,800.00
48	Adjust Manhole to Grade	5	EA	\$1,000.00	\$5,000.00						\$5,000.00
49	Adjust Valve Box to Grade	8	EA	\$250.00	\$2,000.00						\$2,000.00
50	Adjust Curb Stop to Grade	1	EA	\$150.00	\$150.00						\$150.00
51	Curb Inlet Sediment Filter	21	EA	\$200.00	\$4,200.00						\$4,200.00
52	Seeding, Fertilizer	3,850	SY	\$1.25	\$4,812.50						\$4,812.50
53	Erosion Control Mat, Class 1D	3,850	SY	\$1.75	\$6,737.50						\$6,737.50
Group C											
1	Cold Milling - Salvage to Owner	6,504	SY	\$3.75	\$24,390.00	6,504	\$24,390.00		\$24,390.00	100.0%	
Totals					\$1,236,665.06		\$200,853.00		\$200,853.00	16.2%	\$1,035,812.06

For (Contract): 2019 Nebraska Street Improvements
 CDBG No. 16-CD-208
 Application Period: 4/11/2019 - 5/13/2020
 Application Number: 3
 Application Date: 5/13/2019

TO OWNER: City of Wayne
Wayne, Nebraska

PROJECT: Restoration of Walking Trail

APPLICATION NO. 1

PERIOD TO: 5/4/2020

PROJECT NOS: 002-10218-
000

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: M+B Quality Contract

VIA ARCHITECT: Leo A Daly
David Wiggins

CONTRACT DATE: April 1st
2020

CONTRACT FOR:

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

CONTRACTOR: Brent Bern Date: 5-4-20

By: Brent Bern

State of: Nebraska

County of: Harlan Co

Subscribed and sworn to before me this 4th day of May, 2020



Notary Public: Angie Obst

My Commission expires: 2/19/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 340,522.20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: David Wiggins Date: 5/11/2020

By: David Wiggins

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 899,202.25

2. Net change by Change Orders \$ 374,177.50

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,273,379.75

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 378,358.00

5. RETAINAGE:

a. 10 % of Completed Work \$ 37,835.80

b. 0 % of Stored Material \$ 0

(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 37,835.80

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 340,522.20

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0

8. CURRENT PAYMENT DUE \$ 340,522.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 932,857.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$374,177.50	
Total approved this Month		
TOTALS	\$374,177.50	
NET CHANGES by Change Order	\$374,177.50	



AIA Document G703™ - 1992

Continuation Sheet

City of Wayne
 Restoration of Walking Trail
 M+B Quality Concrete L.L.C.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 5/4/2020

PERIOD TO: 5/4/2020

ARCHITECT'S PROJECT NO: 002-10218-000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+B+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	Stream Crossing + De-watering	225,000	0	150,000	0	0	150,000	75,000	15,000
2.	Signage and Barricades	18,500	0	0	0	0	0	18,500	0
3.	Clearing + Grubbing	98,000	0	59,000	0	0	59,000	48,000	5,000
4.	Remove unsuitable Fill	28,000	0	20,000	0	0	20,000	8,000	2,000
5.	Fill Earth	2,635	0	0	0	0	0	2,635	0
6.	Remove 5" Concrete	13,356	0	6,678	0	0	6,678	6,678	667.80
7.	Remove Pipe Railing	490	0	0	0	0	0	490	0
8.	Remove + Replace Chain Link Fencing	960	0	0	0	0	0	960	0
9.	Remove Steel Sheet Piling	32,040	0	32,040	0	0	32,040	0	3,204.00
10.	NDOT Type B Rip Rap	39,360	0	13,776	0	0	13,776	25,584	1,377.60
11.	NDOT Type C Rip Rap	73,040	0	25,564	0	0	25,564	47,476	2,556.40
12.	Steel Sheet Piling	229,506	0	80,300	0	0	80,300	149,206	8,030.00
13.	Shotcrete Piling Concrete Cap	24,915	0	0	0	0	0	24,915	0
14.	5" Concrete Sidewalk	49,950	0	0	0	0	0	49,950	0
15.	42" Railing - 1/2 D.D. Pipe	16,900	0	0	0	0	0	16,900	0
16.	Sodding	400	0	0	0	0	0	400	0
17.	6" Soil w/ Wetland Seed	38,115	0	0	0	0	0	38,115	0
18.	Erosion Control Blanket	7,411.25	0	0	0	0	0	7,411.25	0
19.	Silt Fence	624	0	0	0	0	0	624.00	0
		899,202.25		378,358			378,358	520,844.25	37,835.80

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992, Copyright © 1983, 1985, 1986, 1987, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

TO OWNER/CLIENT: PROJECT: **Senior Center Addition**

City of Wayne
308 Pearl Street
Wayne, Ne 68787

APPLICATION NO: **1**

PERIOD TO: **5/15/2020 Subst. Compl.**
SCI PROJECT NO: **S7020**
DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Atrn: Jill M. Brodersen, Architect
106 1/2 Main Street
Wayne, NE 68787

CONTRACT DATE: **XXXXX**
JEO PROJECT NO: **191782.00**

CONTRACT FOR: **General Construction Work**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 47,800.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 47,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 47,800.00
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 2,390.00
(Column D + E on G703)
 - b. 5 % of Stored Material \$ 0.00
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column J of G703) \$ 2,390.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 45,410.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 20,520.00
8. CURRENT PAYMENT DUE \$ 24,890.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,390.00

CONTRACTOR: **Sioux Contractors Inc.**

By:  Robert Agnes, President

State of: Iowa County of: Woodbury
Subscribed and sworn to before me this 15-May-2020

Notary Public: 



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **24,890**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

Architect: Jill M. Brodersen

By:  Date: **5.15.20**

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0.00

Job: Senior Center Addition
 410 Pearl Street
 Wayne, NE 68787

SCI Job No. S7020

Appl. No: 1

Appl. Date: 5/15/20

Period To: 1/0/00

Activity/ Work Item	Total Scheduled Value	Completed Prev. Appl.	Completed This Period	Stored Material	Total Completed & Stored	% Complt	Balance To Finish	5% Retainage
Bond & Insurance Premiums	\$900	\$900	\$0		\$900	100%	\$0	\$45
Mobilization/Close-Out	\$600	\$300	\$300		\$600	100%	\$0	\$30
General Conditions/O.H. & Travel	\$6,600	\$1,200	\$5,400		\$6,600	100%	\$0	\$330
Demolition, Prep & Patch	\$3,800	\$2,900	\$900		\$3,800	100%	\$0	\$190
Exter. Conc. Work	\$1,100	\$1,100	\$1,100		\$1,100	100%	\$0	\$55
Conc. Fndtn, Floor & Hardener	\$4,800	\$4,100	\$700		\$4,800	100%	\$0	\$240
Brick Veneer & Accessories	\$3,300	\$3,300	\$3,300		\$3,300	100%	\$0	\$165
Rough Carpentry	\$6,600	\$5,700	\$900		\$6,600	100%	\$0	\$330
Vinyl Siding & Trim	\$2,500	\$2,500	\$2,500		\$2,500	100%	\$0	\$125
Roofing, Gutters/D.S. & Sealants	\$2,200	\$1,900	\$300		\$2,200	100%	\$0	\$110
Finish Carpentry	\$200	\$200	\$200		\$200	100%	\$0	\$10
Door, Frame, & Finish Hdwre	\$1,500	\$1,500	\$1,500		\$1,500	100%	\$0	\$75
Gyp.Bd./Insulation & V.B.	\$2,800	\$2,800	\$2,800		\$2,800	100%	\$0	\$140
Resilient Base	\$200	\$200	\$200		\$200	100%	\$0	\$10
Painting	\$900	\$900	\$900		\$900	100%	\$0	\$45
Plumbing	\$3,700	\$2,000	\$1,700		\$3,700	100%	\$0	\$185
HVAC	\$2,600	\$300	\$2,300		\$2,600	100%	\$0	\$130
Electrical	\$3,500	\$500	\$3,000		\$3,500	100%	\$0	\$175
Total	\$47,800	\$19,800	\$28,000	\$0	\$47,800		\$0	\$2,390