

**AGENDA**  
**CITY COUNCIL MEETING**  
**COMMUNITY ROOM**  
**WAYNE COMMUNITY ACTIVITY CENTER**  
**March 2, 2021**

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 Community Room at the Wayne Community Activity Center as well as on the City of Wayne website at [cityofwayne.org/8/Government](http://cityofwayne.org/8/Government).

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 – February 16, 2021](#)
3. [Approval of Claims](#)
4. [Action on the request to approve a fireworks display on Friday, July 9, 2021, for the Henoween Celebration on the rugby fields by the Wayne Softball Complex — Brian Gibson](#)
5. [Action to approve the Nebraska Investment Finance Authority Application for Housing Study Grant and the City’s required match of \\$8,000](#)

**Background:** The most recent City of Wayne housing study was completed in December 2016. Staff has been exploring ways to utilize incentives with the newer provisions of tax increment financing (TIF) laws. These newer TIF provisions (TIF uses/costs now to include vertical building construction, in addition to public infrastructure, land acquisition/demolition, etc.) are allowed in “rural” areas of the state and require a recent housing study no older than twenty-four months. Having this study completed could spur additional housing development using TIF, but there are no guarantees.

This action would approve the City to apply for a NIFA grant for 50% (\$8,000) of a new housing study. The other 50% (\$8,000) would come from City funds. This cost is based off of a quote from Hanna:Keelan, who conducted the last housing study for the City of Wayne. We anticipate the study to take about four months to complete; it would also include the 2020 census numbers.

6. [Action on the submission of the Wayne Senior Center’s Fiscal Year 2021 detailed plan of operation and budget to the Northeast Nebraska Area Agency on Aging; acceptance of new fiscal year Service Awards that have been awarded by the Area Agency; and approval of any revisions made during the fiscal year to the Service Awards](#)

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

7. [Resolution 2021-15: Supporting the Application for Nebraska Public Transportation Act Funds and approving the local fund match in the amount of \\$39,701](#)

**Background:** This is an annual action also. Please note that the numbers in the Resolution represent a 2-year grant funding period.

8. [Ordinance 2021-6: Amending Wayne Municipal Code, Title XV Land Usage, Chapter 151 Subdivisions, Section 151.036 Administrative Subdivisions \(Second Reading\)](#)

9. [Resolution 2021-16: Accepting Proposal of AMGL for City Auditing Services from 2021 through 2026](#)

**Background:** Attached is a proposal from AMGL for an additional five-year contract to audit the City of Wayne and the Wayne Airport. The audit committee recommendation is to approve the AMGL proposal for city auditing services from 2021 through 2026. In the packet is the proposal provided back in 2016. We have been with AMGL since 2006.

10. [Resolution 2021-17: Identifying City of Wayne Goals](#)

**Background:** This Resolution outlines the current year goals and future goals brought forth from the mini-retreats that have taken place over the past year. Council may add, delete or move the goals from current to future or future to current, at their discretion, at meeting time.

11. [Resolution 2021-18: Accepting Water/Sanitary/Storm Sewer/Paving Improvements in Angel Acres Addition](#)

**Background:** These utility improvements were installed by the developer. Even though the City has been maintaining the same, we have never formally accepted the work/utilities. This action will do so.

12. [Resolution 2021-19: Accepting Water/Sanitary/Storm Sewer/Paving Improvements in Southview II Addition](#)

**Background:** These utility improvements were also installed by the developer. Even though the City has been maintaining the same, we have never formally accepted the work/utilities. This action will do so.

13. [Action to direct City staff to begin advertising for bids for dirt work on the "Old City of Wayne Lagoon Berm \(Northwest Corner\) Project – Phase I"](#)

**Background:** Staff feels this is the next step in decommissioning/reusing the old lagoon property. The dirt moving/berm building would allow the wastewater treatment facility to have a designated site to store sludge pressings should the current concrete bunker become full, and in a worst case scenario, be a spot to hold raw sewage in the case of a limited emergency. A follow-up project would include fencing placed around the berm, along with trees outside the fencing for visual appeal. After the new bermed area is secured, the City can have the remaining fence removed from the old lagoon perimeter.

14. [Resolution 2021-20: Approving Agreement for Professional Services from JEO Consulting Group, Inc., for engineering services on the “Centennial Road Improvements, 14<sup>th</sup> to 21<sup>st</sup> Street Project”](#)

**Background:** Staff worked with JEO to help them prepare a scope and fee schedule for Centennial Road. A reminder that Wayne County agreed to pay one-third of the engineering expenses for design. Jon Mooberry with JEO plans to be at the meeting to answer any Council questions regarding the design scope.

15. [Resolution 2021-21: Approving Agreement for Geotechnical Exploration Services from Certified Testing Services, Inc., on the “Centennial Road Improvements, 14<sup>th</sup> to 21<sup>st</sup> Street Project”](#)

**Background:** The City has had good luck with contracting separately with CTS on recent projects needing geotech services. This allows the City to pay CTS directly and takes out any upcharge placed on the service through a third party.

16. [Resolution 2021-14: Adopting City of Wayne Employee Personnel Manual \(Tabled from the last meeting\)](#)
17. Update/Discussion on Electric Event
18. Update on COVID
19. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
February 16, 2021**

The Wayne City Council met in regular session in the Community Room of the Wayne Community Activity Center on February 16, 2021, 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, Nick Muir, Yasuko Taoka, Chris Woehler, Jason Karsky and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Matt Eiseheid.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on February 4, 2021, 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 Community Room of the Wayne Community Activity Center, as well as on the City of Wayne website at [cityofwayne.org/8/Government](http://cityofwayne.org/8/Government), and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Brodersen made a motion to approve the minutes of the meeting of February 2, 2021, and to waive the reading thereof.

Councilmember Spieker made a request to insert the word "generally" into the following sentence on page 11: Councilmember Spieker stated while he agrees with Councilmember Karsky, the constituents he has heard from this time, **generally**, do not want the mask mandate.

Councilmember Brodersen amended her motion to approve the minutes of the meeting of February 2, 2021, as amended, and to waive the reading thereof; Councilmember Spieker seconded the motion. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of

Councilmember Eischeid who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ACE HARDWARE & HOME, SU, 122.14; AMGL, SE, 29350.00; APPEARA, SE, 45.44; BAKER & TAYLOR BOOKS, SU, 698.03; BATTERY SOLUTIONS, SU, 329.85; BIO-ELECTRONICS, SU, 195.07; BROWN SUPPLY, SU, 590.90; CARROT-TOP INDUSTRIES, SU, 358.61; CITY EMPLOYEE, RE, 39.99; CITY EMPLOYEE, RE, 59.98; CITY EMPLOYEE, RE, 1585.33; CITY OF WAYNE, RE, 984.00; CITY OF WAYNE, RE, -128.36; CONSOLIDATED MANAGEMENT, SE, 72.86; COPY WRITE PUBLISHING, SU, 144.73; DANKO EMERGENCY EQUIPMENT, SE, 1383.13; DANLADI, PHIMWANALA, SE, 120.00; DUGAN BUSINESS FORMS, SU, 743.98; ED M. FELD EQUIPMENT, SU, 105.00; EVOQUA WATER TECHNOLOGIES, SE, 3600.00; FLOOR MAINTENANCE, SU, 537.65; GAMBLE, PAYTON, SE, 50.00; GLOBAL PAYMENTS INTEGRATED, SE, 83.60; GREENFIELD, BRETT, SE, 25.00; HEGGEMEYER, CANDACE, SE, 19.50; HILAND DAIRY, SE, 155.23; HILAND DAIRY, SE, 131.45; HOMETOWN LEASING, SE, 436.02; HOSKINS, BRAD, SE, 50.00; ICC, FE, 145.00; ICMA, RE, 8700.59; INGRAM LIBRARY SERVICES, SU, 749.88; J. F. AHERN, SE, 330.00; JOHN'S WELDING AND TOOL, SE, 1143.23; KELLY SUPPLY COMPANY, SU, 82.98; LOFFLER, SE, 247.17; LUTT OIL, SU, 4984.04; MATHESON-LINWELD, SU, 35.06; MERCHANT SERVICES, SE, 2513.40; MERCHANT SERVICES, SE, 36.84; MERCHANT SERVICES, SE, 1335.14; NORTHEAST POWER, SE, 23770.44; OZUNA, MARIA, SE, -50.00; OZUNA, MARIA, SE, 50.00; VERIZON, SE, 416.93; WAYNE COUNTY COURT, RE, 300.00; WORLDPAY INTERGRATES PAYMENTS, SE, 192.28; AMERITAS, SE, 174.53; AMERITAS, SE, 2142.24; AMERITAS, SE, 72.00; AMERITAS, SE, 30.48; APPEARA, SE, 44.40; APPEARA, SE, 57.62; BIG RIVERS ELECTRIC CORPORATION, SE, 155298.60; CARRAHER, ELLIOT, SE, 50.00; CITY EMPLOYEE, RE, 39.99; CITY EMPLOYEE, RE, 101.90; CITY OF WAYNE, PY, 80754.94; CONSOLIDATED MANAGEMENT, SE, 52.19; CORNERSTONE, RE, 1000.00; COTTONWOOD WIND PROJECT, SE, 13994.38; DANLADI, PHIMWANALA, SE, 90.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 61.04; FLOOR MAINTENANCE, SU, 1439.53; GAMBLE, PAYTON, SE, 25.00; GREENFIELD, BRETT, SE, 50.00; HOSKINS, BRAD, SE, 50.00; IRS, TX, 13679.42; IRS, TX, 10218.71; IRS, TX, 3199.18; KTCH, SE, 150.00; MARCO TECHNOLOGIES, SE, 191.17; MIDWEST ALARM SERVICES, SE, 740.42; MIDWEST LABORATORIES, SE, 195.00; MUNICIPAL SUPPLY, SU, 1695.12; NE DEPT OF REVENUE, TX, 4412.73; NE HARVESTORE, SU, 842.02; NE LAW ENFORCEMENT, FE, 175.00; NPPD, SE, 30635.08; NORDHUES, LOGAN, SE, 19.90; NOVA FITNESS EQUIPMENT, SE, 473.50; ONDERSTAL, SHELDON, RE, 20.00; ONE CALL CONCEPTS, SE, 5.76; ONE OFFICE SOLUTION, SU, 632.00; O'REILLY AUTOMOTIVE STORES, SU, 619.47; OVERDRIVE, SU, 2416.18; PAC N SAVE, SE, 628.79; PATEFIELD, MICHAEL, RE, 500.00; PING, RASCHELL, SE, 39.80; QUALITY FOOD CENTER, SU, 28.63; RAABE, WALKER, SE, 75.00; SANCHEZ, CINDY, SE, 70.64; SARGENT DRILLING, SU, 9999.46; SERVPRO OF SOOLAND, SE, 31427.35; STADIUM SPORTING GOODS, SU, 102.00; STAPLES, SU, 19.98; STATE NEBRASKA BANK & TRUST, SE, 60.72; SWARTZENDRUBER, NICOLE, RE, 1828.87; TRUCK CENTER COMPANIES, SU, 26.45; UNITED INDUSTRIES, SU, 561.71; US FOODSERVICE, SU, 1314.50; WAYNE AUTO PARTS, SU, 84.54; WAYNE COUNTRY CLUB, RE, 10500.00; WAYNE COUNTY CLERK, SE, 484.00; WAYNE HERALD, SE, 1105.57; WAYNE HERALD, SE, 260.00; WAYNE HERALD, SE, 40.00; WAYNE RENTALS, RE, 23694.99; WAYNE VETERINARY CLINIC, SE, 28.00; WESCO, SU, 96.30; WAPA, SE, 20458.24; WESTERN RIDGE III, RE, 10633.45; WISNER WEST, SU, 162.38; ZACH HEATING & COOLING, SU, 30.00

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

Mayor Giese proclaimed the month of March as “Problem Gambling Awareness Month.”

Marcy Luth of AMGL presented the FY2019-20 Audit.

Heather Headley, Library Director, gave a report on what is taking place at the Library.

Anthony Cantrell, on behalf of the Wayne High School, and in conjunction with EVERON (Electric Vehicle Energy Research of Nebraska), was present via Zoom requesting Council consideration to closing off a portion of East 10<sup>th</sup> Street from Angel Avenue to Hillside Drive for an electric vehicle power drive rally (State Championship) on Saturday, May 1<sup>st</sup>, from 8:00 a.m. until 5:00 p.m. In addition, he is requesting that port-a-potties be provided as in the past.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, approving the request of Anthony Cantrell, on behalf of the Wayne High School, and in conjunction with EVERON (Electric Vehicle Energy Research of Nebraska), to close off a portion of East 10<sup>th</sup> Street from Angel Avenue to Hillside Drive for an electric vehicle power drive rally (2021 State Championship) on Saturday, May 1<sup>st</sup>, from 8:00 a.m. until 5:00 p.m. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regard to amending Wayne Municipal Code, Title XV Land Usage, Chapter 151 Subdivisions, Section 151.036 Administrative Subdivisions. The Applicant is the City of Wayne.

Joel Hansen, Street and Planning Director, stated the Planning Commission held a public hearing on this matter on February 1, 2021, and approved the same, with the “Finding of Fact” being staff’s recommendation.

Current City Code allows the owner of a property, which has previously been subdivided according to the provisions of the City Code, to subdivide the property twice as long as each time does not involve the replatting, consolidation, or development of one or more lots into more than four lots. As an example, we end up with legal descriptions such as “the Administrative Lot Split of Lot 1A of the Administrative Subdivision of Lot 1 of the Original Subdivision.” This can become confusing and lead to mistakes on real estate documents. This new language would limit each property to just one administrative subdivision, but allow the final number of lots to go from four to eight to allow for more flexibility within the process.

Tom Jacobsen was present and spoke in favor of this amendment and asked for Council consideration to waiving the three readings.

Joel Hansen, Street and Planning Director, requested that in paragraph A (1) of the Ordinance, the second “twice” in that sentence be stricken.

BJ Woehler requested Council not waive the three readings.

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

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

Councilmember Brodersen introduced Ordinance No. 2021-6 and moved for its approval as amended; Councilmember Woehler seconded.

#### ORDINANCE NO. 2021-6

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, BY AMENDING SECTION 151. SUBDIVISIONS, SECTION 151.036 ADMINISTRATIVE SUBDIVISIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

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

Councilmember Spieker introduced Resolution 2021-12, and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2021-12

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

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

Administrator Blecke stated the City is the official owner of the outlot (west driveway) in the Greenwood Addition (cemetery). Per previous discussion and the replatting process, the City intends to replace the concrete on this outlot (driveway). Staff intends to bid this project and have it begin sometime after Memorial Day and completed no later than September 1<sup>st</sup>. The City will also have additional time/expense (outside the bid) to tie in the new driveway to the existing ones. It was noted that staff needed to add into the specifications or advertisement for bid "7" thick concrete."

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, directing city staff to begin advertising for bids on the "Greenwood Cemetery – West Driveway Project" and adding into the specifications "7" thick concrete." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Spieker left the meeting at 6:11 p.m.

An update was given on engineering services for the "Shovel Ready – Centennial Road/21<sup>st</sup> Street Project."

This discussion centered on how to select an engineer for this project. The options were to select the City engineer (JEO Consulting Group, Inc.) or to issue a request for proposals (RFP).

Staff is recommending using the City's engineer, JEO Consulting Group Inc., on the project, and bringing an actual proposal to Council for approval. However, staff is waiting on direction from Council on what they want to do.

Attorney Miller stated that because engineering is a professional service, you do not have to go out for proposals and pick the engineer with the lowest cost.

Joel Hansen, Street and Planning Director, stated that JEO has done some work in that area for a developer, and they would have some data to get started. To go out for proposals could take a month before coming back again before Council.

Councilmember Woehler had concerns of not going out for proposals, as did Councilmember Buck.

Again, staff recommended that the City solicit a proposal from JEO as City engineer and not issue a full RFP. Council could then take action on the agreement as soon as March 2<sup>nd</sup>.

BJ Woehler who was present via Zoom thought it was in the City's best interest to go out for proposals for this project.

After further discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, directing staff to solicit an engineering proposal from JEO Consulting Group, Inc., for the "Shovel Ready – Centennial Road/21<sup>st</sup> Street Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Buck and Woehler who voted Nay, the Mayor declared a tie. Because of the tie vote (3-3), Mayor Giese was then able to cast his vote, which was a yea vote, and declared the motion carried.

Administrator Blecke stated the following Resolution would amend the schedule of fees as recommended by City staff.

Amber Schwarte, Recreation Services Coordinator, explained the changes to the corporate rates at the CAC.

A correction made to the fee schedule was in "Building & Planning: Pre-Inspection - \$35 **per hour**, plus Federal Mileage."

Councilmember Brodersen introduced Resolution No. 2021-13 and moved for its approval as amended; Councilmember Buck seconded.

RESOLUTION NO. 2021-13

A RESOLUTION AMENDING SCHEDULE OF FEES.

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

Mayor Giese advised Council that Councilmember Eischeid requested that the Resolution adopting the Personnel Manual be tabled until the next meeting.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to table action on Resolution 2021-14 Adopting the City of Wayne Employee Personnel Manual until the next meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Administrator Blecke updated the Council on the power issues that have taken place the past few days.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:11 p.m.



Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGREEMENT	956.14
ADVANCED CONSULTING ENGINEERING SERVICES	GREENWOOD ADDITION	5,022.95
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	30.48
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,117.64
AMERITAS LIFE INSURANCE	AMERITAS ROTH	174.53
APPEARA	LINEN & MAT SERVICE	56.59
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	48,488.27
BOK FINANCIAL	SWIMMING POOL SALES TAX REV BONDS 2015	28,080.63
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	228.18
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	79.98
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	57.81
CITY OF WAYNE	PAYROLL	94,036.22
CITY OF WAYNE	UNCASHED CHECKS VOIDED	-2,036.06
CITY OF WAYNE	UTILITY REFUND REISSUE	300.00
CITY OF WAYNE	UTILITY REFUND VOID	-300.00
GALE/CENGAGE LEARNING	BOOKS	74.72
CITY EMPLOYEE	PAYROLL CHECK REISSUE PREVIOUS YEAR	33.25
HERITAGE HOMES	AUDITORIUM DEPOSIT REFUND VOIDED	-150.00
HERITAGE HOMES	AUDITORIUM DEPOSIT REFUND REISSUED	150.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	238.81
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,719.49
IRS	FICA WITHHOLDING	15,597.80
IRS	FEDERAL WITHHOLDING	10,973.67
IRS	MEDICARE WITHHOLDING	3,647.84
LUTT OIL	POWER PLANT DIESEL FUEL	24,966.59
MAIN STREET GARAGE, LLC	MOUNT AND BALANCE TIRES-SR VAN	571.96
MARCO INC	COPIER LEASE	175.92
NE DEPT OF REVENUE	STATE WITHHOLDING	4,737.73
NE HARVESTORE	PARTS FOR TOOL CAT	1,118.49
NE STATE TREASURER	UNCLAIMED PROPERTY	1,756.06
NE STATE TREASURER	UNCLAIMED UTILITY CHECKS	1,162.60
NERC	NERC/MRO REGION ASSESSMENTS	909.75
NORTHEAST POWER	WHEELING CHARGES	13,463.71
O'REILLY AUTOMOTIVE STORES, INC.	IGNITION COIL	46.35
RIDLING, JOE	SCOREBOARD OPERATOR-MEN'S BASKETBALL VOID	-36.00
RIDLING, JOE	SCOREBOARD OPERATOR-MEN'S BASKETBALL REISSUE	36.00
SIOUX CONTRACTORS	SENIOR CENTER ADDITION RETAINAGE	2,390.00
STATE FARM INSURANCE	SURETY BOND	563.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	96.87
TRUCK CENTER COMPANIES	FUEL FILTERS	400.60
VOLKMAN PLUMBING & HEAT	2' WATER MAIN AT FIRE STATION	4,201.00

WAYNE COUNTY COURT  
WESCO DISTRIBUTION INC  
ZAMZOW, RILEY  
ZAMZOW, RILEY

BOND 150.00  
LED FIXTURES 821.76  
SB COMPLEX FIELD PREP REISSUE 140.00  
SB COMPLEX FIELD PREP VOID -140.00

**Grand Total: 274,183.33**

**Nebraska Investment Finance Authority**  
**Application for Housing Study Grant**  
(revised April 2020)

Date of Application: March 2021

**1. APPLICANT INFORMATION**

Applicant Name: City of Wayne

Mailing Address: PO Box 8

City, State, Zip: Wayne, NE 68787

Person to Contact about this Application: Wes Blecke

Phone: 402-375-1733 Fax: 402-375-1619 Email: wblecke@cityofwayne.org

**2. APPLICANT CLASSIFICATION (check one)**

- Nonprofit (501(c)(3) entity  Local Housing Authority
- Local or Regional planning commission
- For-profit entity (e.g., limited partnership, general partnership, corporation, proprietorship, other business organization that has housing or economic development as part of its mission / business). **Please specify type of entity:** \_\_\_\_\_

**3. INFORMATION ON PROPOSED STUDY**

**Specific Geographic Area to be included in Study:**

City of Wayne

**Area included in Study:** (check one)

- Neighborhood  Region
- Village / Town / City  County

**4. SCOPE OF STUDY**

- Housing Study (New)  Housing Study as a component of a Comprehensive Plan (New)
- Housing Study (Update)  Housing Study as a component of a Comprehensive Plan (Update)

**5. AMOUNT OF GRANT REQUEST AND COMPLETION DATE**

**Amount of Grant request (\$60,000 maximum):** \$ 8,000.00

(Not to exceed 50% of total cost of proposed Housing Study if a stand-alone Housing Study or 30% of total cost of proposed Housing Study if Study is a component of a Comprehensive Plan.)

**Amount of cash matching funds:** \$ 8,000.00

(At least 50% of cost of stand-alone Housing Study or 70% of a Housing Study which is a component of a Comprehensive Plan.)

**Anticipated date of completion of Study:** 4 months to complete

(Must be completed within 24 months of grant acceptance.)

**6. ATTACH A WORD DOCUMENT AND ADDRESS THE FOLLOWING**

- a) Describe how the NIFA Housing Study Grant will be used in connection with the proposed study.
- b) Describe the nature and extent of the proposed study, including a detailed timeline for the implementation of the study.
- c) Describe the relevant characteristics of the target populations in the geographic area to be included in the study. Describe how these populations will be engaged by the Applicant in a public planning process as part of the study.
- d) Describe how the study will identify and address needs that are not being met by existing programs or facilities in the geographic area included in the study.
- e) Describe how the study will be coordinated with other programs / organizations / governmental entities and evidence that the study will be consistent with other plans and activities in the geographic area to be included in the study.
- f) List all professionals providing services in connection with conducting the study, together with applicable contact information. If not yet selected, describe the consultant selection process (attach available proposals).

**7. ADDITIONAL DOCUMENTATION TO SUBMIT WITH PPLICATION**

- a) Written evidence of one or more commitments for matching funds (cash) in an amount at least equal to the following:
  - b) 50% matching cash funds for stand-alone Housing Study OR
  - c) 70% matching cash funds for a Housing Study included as a component of a Comprehensive Plan.
- b) Three letters of support, addressed to NIFA, indicating express support of the Applicant's Application for the study, including at least one letter of support from the local governing jurisdiction.

- c) Evidence of experience of the Applicant's work in community and/or housing development. Include a professional resume of any third party service providers.
- d) A copy of the Applicant's most recent annual financial report (if applicable).
- e) A list of the Applicant's Board of Directors or the principals of the applicant.
- f) A detailed timeline and budget for costs and expenses related to the study.

**8. ITEM CHECKLIST**

Have you completed and attached the following items?

- Completed ALL Forms
- Completely Responded to Application Questions
- Written Evidence of Need
- 3 Letters of Support from the Community
- Track Record of Community Development
- Financial Report (if applicable)
- Board of Directors/List of Principals of Applicant
- Detailed Timeline (projected)
- Detailed Budget

## **SCORING REVIEW**

NIFA will review Applications using the following scoring criteria:

1. Matching Cash Requirement
  - 50% - 10 Points
  - >50% 20 Points
  - 70% - 10 Points (Comp Plan)
  - >70% - 20 Points (Comp Plan)
2. Evidence of Public Planning Process
  - Up to 20 Points
3. Evidence of Need
  - Up to 20 Points
4. Community Coordination
  - Up to 20 Points
5. Letters of Support
  - Up to 10 Points
6. Previous Experience of Applicant
  - Up to 10 Points

**INSTRUCTIONS AND CERTIFICATION:**

The undersigned Applicant hereby makes application to the Nebraska Investment Finance Authority for a Housing Study Grant in the amount set forth above.

To be considered for a Housing Study Grant, one copy of the Application (hard copy or e-mail in .pdf file) must be submitted at the address and to the person indicated below no later than 5:00 p.m. on the published due date set forth on NIFA's website ([www.nifa.org](http://www.nifa.org)). The Application package must have all original signatures. The Application must be filled out completely with all questions answered and spaces completed (Sections #1-8) and all required exhibits labeled and attached.

**Applications should be submitted to:**

Nebraska Investment Finance Authority  
200 Commerce Court  
1230 O Street  
Lincoln, NE 68508

**OR submitted electronically to:**

[Elizabeth.fimbres@nifa.org](mailto:Elizabeth.fimbres@nifa.org)

The undersigned hereby certifies that the information set forth in this Application and in any exhibits in support thereof, is true, correct and complete. The undersigned understands that any misrepresentation may result in the cancellation of any resources allocated or reserved. The undersigned also agrees that NIFA may request additional information to evaluate this Application.

\_\_\_\_\_  
Applicant Signature

Title \_\_\_\_\_

\_\_\_\_\_  
Date

**a) Describe how the NIFA Housing Study Grant will be used in connection with the proposed study.**

The City of Wayne is requesting an \$8,000 NIFA grant which will be utilized to help defray the cost of updating the City of Wayne's 2016 Housing Study. The estimated total cost of the updated Housing Study is \$16,000. The Nebraska Legislature passed Legislative Bill 496 (LB496) which modified Nebraska's existing Tax Increment Financing (TIF) guidelines to allow for the development of workforce housing in smaller rural communities. One of the requirements of LB496 is that the City must have conducted a Housing Study with the last 24 months. The lack of affordable housing is considered a primary barrier to reversing the declining population trends in rural communities and the use of TIF as an additional financial tool is critical to the development of workforce housing.

**b) Describe the nature and extent of the proposed study, including a detailed timeline for the implementation of the study.**

The updated housing study will include income information, as well as a community assessment of housing needs. The study will provide a comprehensive market analysis and inventory of the City's housing stock. This will include both rental and owner-occupied units and provide projections for future housing usage. The study will target information on the need for additional low to moderate-income housing, senior housing, and workforce housing. The housing study will overall identify problem areas, potential fixes and provide a documented need for new development.

The following scope of service for the housing study will be completed within four months. The timeline will start once a contract with a planning firm is finalized.

- Update area demographic profile and trends.
- Update community housing profile and trends.
- Update economic profile and trends, as well as the employment base to determine housing market potential.
- Conduct targeted surveys including workforce, LMI, and elderly.
- Update current housing needs and projections. Provide summary estimating housing needs.
- Provide study recommendations with an emphasis on workforce housing.
- Conduct a community site analysis. Determine potential sites available for the construction of housing in the City of Wayne.

**c) Describe the relevant characteristics of the target populations in the geographic area to be included in the study. Describe how these populations will be engaged by the Applicant in a public planning process as part of the study.**

The City of Wayne, the county seat of Wayne County, is located in northeast Nebraska on State Highways 15 and 35. Wayne County is located close enough to larger cities to be convenient for the excitement of city life yet enjoys many of the benefits of a small town. Wayne is 45 miles southwest of Sioux City, Iowa; 105 miles northwest of Omaha, 120 miles north of Lincoln, and 35 miles northeast of Norfolk and is home to Wayne State College. According to the 2019 American Community Survey 5-year Estimates, the City of Wayne has 5,557 residents, the median household income is \$40,339 and there are 377 businesses. Residents describe this part of northeast Nebraska

as an easy-going place to live, work, and play. Wayne has a strong economic heritage and is widely regarded as one of the best places in the state for relocation and new enterprise. During the Housing Market Study, target surveys will be sent to several groups. The planning firm selected will be required to do surveys and focus groups to include residents and businesses and to incorporate a public planning component.

**d) Describe how the study will identify and address needs that are not being met by existing programs or facilities in the geographic area included in the study.**

The City of Wayne would like to use TIF for the development of workforce housing. LB496 which modified Nebraska's existing TIF guidelines to allow for the development of workforce housing in smaller rural communities has a requirement that the City must have conducted a Housing Study with the last 24 months. The current Housing Study was conducted in 2016, and though it is not outdated, it does not meet the requirements of LB496.

**e) Describe how the study will be coordinated with other programs/organizations/governmental entities and evidence that the study will be consistent with other plans and activities in the geographic area to be included in the study.**

The City of Wayne, Wayne Area Economic Development, Northeast Nebraska Economic Development District, and Wayne Community Housing Development Corporation have partnered in the past on projects to increase Wayne's housing supply. They will continue to work together to help Wayne be progressive and responsive to its citizens and their needs

**List all professionals providing services in connection with conducting the study, together with applicable contact information. If not yet selected, describe the consultant selection process (attach available proposals).**

The City of Wayne will procure for services to contract with a professional consulting firm to perform planning services to update the current Housing Study. The analysis area is defined as the entire city limits. A request for proposals will be publicized stating the technical requirements of the project. Once proposals are received, the City will conduct a technical evaluation of the proposals received and score each one based on, technical expertise, past record of performance, firm's capacity/time frame, and approach. The firm receiving the highest score will be selected to conduct the housing study. Since the City has not yet gone through the procurement process, proposals are not available at this time.



March 2, 2021

Nebraska Investment Finance Authority  
200 Commerce Court  
1230 "O" Street  
Lincoln, NE 68508

Dear NIFA Grant Application Reviewers:

In connection with the City of Wayne's grant application to the Nebraska Investment Finance Authority for a housing needs study, I certify that the City has the required \$8,000 match on hand.

Sincerely,

Cale Giese, Mayor  
City of Wayne

306 Pearl Street  
Wayne, NE 68787  
402.375.1733  
cityofwayne.org

**HISTORIC | HEART | HOME**



March 2, 2021

Nebraska Investment Finance Authority  
200 Commerce Court  
1230 "O" Street  
Lincoln, NE 68508

To Whom It May Concern:

The Mayor and City Council support the grant application being submitted to assist with the funding to update its current housing study. The City Council approved the update during the March 2, 2021, Council meeting. The lack of affordable housing is considered a primary barrier to reversing the declining population trends in rural communities, and the update to the study will allow Tax Increment Financing to be used for the development of workforce housing.

Thank you for your consideration of this request.

Sincerely,

Cale Giese, Mayor  
City of Wayne

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

1. To ensure that all published material and news releases conspicuously acknowledge the Nebraska Health & Human Services – State Unit on Aging and the Area Agency on Aging's support of this project.
2. To report promptly and accurately to the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested to do so and to supply such data and information as may be requested.
3. To make the financial and program records of the project supported by this award or contract available to representatives of the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested to do
4. To ensure that the federal share of this III-B project year shall meet any amount less than \$38,417 but in no case shall the federal share exceed \$38,417 of the total project costs.
5. To ensure that the federal share of this III-C project year shall meet any amount less than \$33,033 but in no case shall the federal share exceed \$33,033 of the total project costs.
6. To ensure that the federal share of this III-E project year shall meet any amount less than \$3,500 but in no case shall the federal share exceed \$3,500 of the total project costs.
7. To have, and to furnish assurance thereof that it has in force, third party blanket liability coverage sufficient to protect it and the Area Agency on Aging in case of accident on the project premises.
8. To comply with Title VI of the Civil Rights Act of 1964, (P.L. 88-352), and the regulations issued pursuant thereto. An assurance of compliance with such regulations (Form AoA-441) is attached.
9. To maintain methods of personnel administration consistent with the State of Nebraska, where applicable and with a written EEO Affirmative Action Manual on file with the Nebraska HHS—State Unit on Aging.
10. To assure that all expenditures incurred by the sponsor will be in accordance with the cost policies of the Nebraska HHS – State Unit on Aging and the Department of Health, Education and Welfare as set forth in Federal Regulations Title 45, Part 74.
11. To operate in accordance with the Older Americans Act of 1965, as amended, and the regulations and instructions issued thereunder.

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

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

Date \_\_\_\_\_ Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

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

FY 2022

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

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

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

**BOARD OF DIRECTORS REVIEW STATEMENT**

**FY 2022**

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

**Attach a copy of the minutes of this Board meeting.**

Board of Directors Signatures:

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

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

\_\_\_\_\_  
City of Wayne  
Senior Center Name

\_\_\_\_\_  
Date of Meeting (Month / Day / Year)

\_\_\_\_\_  
Chairman's Name (please print)

\_\_\_\_\_  
Chairman's Signature

\_\_\_\_\_  
Date Signed

# City of Wayne Public Transit

## **PUBLIC NOTICE**

Notice is hereby given that City of Wayne Public Transit is an Applicant requesting financial assistance from the Federal Transit Act, generally described below.

### Description of Project

Purpose of the Project is for operating assistance to provide general public transportation. Location of the Project is City of Wayne. The estimated cost of the Project by source of funds are \$134,732.00 in federal funds, \$39,702.00 in state funds and \$39,701.00 in local funds from City of Wayne. **These numbers represent a 2-year grant funding period (FY21/22 - FY22-23).**

A copy of the Application for financial assistance of the Project is available for public inspection at City Clerk's Office or Wayne Senior Center. Written comments for consideration by Wayne Public Transit will be accepted at 306 Pearl St. for a period of 10 days ending **March 2, 2021.**

Wes Blecke, City Administrator  
City of Wayne Public Transit

**RESOLUTION NO. 2021-15**

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

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

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

WHEREAS, the estimated cost of said program by source of funds is \$134,732 in Federal Funds, \$39,702 in State Funds and \$39,701 in local funds from the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City hereby supports the application for Nebraska Public Transportation Act Funds and agrees to provide the necessary \$39,701 in matching funds for said program.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**ORDINANCE NO. 2021-6**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, BY AMENDING SECTION 151. SUBDIVISIONS, SECTION 151.036 ADMINISTRATIVE SUBDIVISIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The Planning Commission held a public hearing on February 1, 2021, and recommended amending Section 151.036 Administrative Subdivisions of the Wayne Municipal Code, with the "Finding of Fact" being staff's recommendation.

Section 2. That Title XV Land Usage, Section 151. Subdivisions, Section 151.036 Administrative Subdivisions of the Wayne Municipal Code is hereby amended as follows:

**§ 151.036 ADMINISTRATIVE SUBDIVISIONS.**

(A) *Administrator.* The Zoning Administrator of the city is designated as the employee of the city who is authorized to approve, on behalf of the city, further subdivision of existing lots and blocks whenever all required public improvements have been installed, no new dedication of public rights-of-way is involved, and such subdivision complies with the existing ordinance requirements concerning minimum areas and dimensions of such lots and blocks, if the following conditions are met:

- (1) The tract of land has not been previously subdivided ~~twice~~ as an administrative subdivision or a lot that has been previously split ~~twice~~ under the lot split procedures in the 1979 subdivision regulations, Ord. 947;
- (2) The subdivision does not involve the dedication of full-width streets;
- (3) The subdivision involves the replatting, consolidation or development of one or more lots into not more than ~~four~~ **eight** lots;
- (4) The subdivision would not require the vacation of any occupied utility easements; and
- (5) In the opinion of the Zoning Administrator, the plat is not contrary to the Comprehensive Plan or other plans for the area.

(B) *Administrative application for administrative subdivision approval.* An application for an administrative subdivision approval shall be submitted to the Zoning Administrator. The following shall be submitted with the application:

- (1) Application fee, payable at the City Clerk's office;
- (2) One reproducible Mylar copy of the plat at a scale of one inch to 100 feet;
- (3) One pdf copy of the plat;

- (4) Two paper copies of the plat; and
- (5) Information as required under division (H) below.

(C) *Administrative review.* Upon filing, the Zoning Administrator shall forward the application and supplemental information with a request for comments in seven working days from the following:

- (1) City Electric Department;
- ~~(2) City Fire Department~~
- (2) City Police Department;
- (3) City Street Department;
- (4) City Water/Wastewater Department; and
- ~~(6) School District~~
- (5) County, if applicable.

(D) *Administrative action.* The Zoning Administrator shall approve or disapprove the plat within 15 working days of the filing date. In the event of disapproval, the Zoning Administrator shall give the owner/subdivider a written statement of reasons for the disapproval.

(E) *Administrative certificate of approval.* In lieu of §§ 151.037 and 151.038 of this chapter, plats eligible for administrative approval shall include a certificate of approval to be signed by the Zoning Administrator and attested by the City Clerk. Upon receiving administrative approval, the plat shall be filed with the Register of Deeds in accordance with § 151.038 of this chapter.

(F) *Appeal at administrative disapproval.* The owner/subdivider has the privilege of requesting Planning Commission and Council review and approval in accordance with § 151.037 of this chapter if the Zoning Administrator has disapproved the plat or has not taken action within 15 working days of filing of the plat.

(G) *Planning Commission and Council review and action.* If the plat does not qualify for administrative approval or has been disapproved by the Zoning Administrator, an application for subdivision shall be submitted in accordance with §§ 151.037 and 151.038 of this chapter.

(H) *Administrative subdivision plat information.* The subdivision plat shall be prepared in accordance with the final plat standards in § 151.038 of this chapter.

(I) *Subdivision plat filing.* The City Clerk's office shall be responsible for filing the plat in the Register of Deeds' office in the county.

(J) *Subdivision filing fees.* The owner/subdivider shall be responsible for the payment of all plat filing fees.

(2002 Code, § 74-102) (Ord. 93-12, passed 9-28-1993; Ord. 2010-13, passed 7-12-2010)

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. This Ordinance shall be in full force and effect after the passage, approval, and publication as provided by law.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2021-16**

**A RESOLUTION ACCEPTING PROPOSAL OF AMGL FOR CITY AUDITING SERVICES FROM 2021 THROUGH 2025.**

BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the proposal for the auditing services, as submitted by the following company, is the best proposal received.

<u>Proposal</u>	<u>Price</u>
AMGL	2021 - \$24,150 + \$3,000/single audit
Grand Island, Nebraska	2022 - \$24,650 + \$3,100/single audit
	2023 - \$25,150 + \$3,200/single audit
	2024 - \$25,650 + \$3,300/single audit
	2025 - \$26,150 + \$3,400/single audit

BE IT FURTHER RESOLVED, that the proposal, as set forth, filed with the City Clerk in accordance with the terms calling for the proposals for the furnishing of said services by the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the company for said services as is necessary.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



**City of Wayne, Nebraska**

P.O. Box 8  
Wayne, NE 68787

Thank you for the opportunity to present this proposal.

AMGL, P.C., has been providing professional services to governmental entities for more than 30 years. Our firm's basic philosophy is to provide excellent client service based on substantial knowledge of, and specialization in, the services to be provided. We recognize that the most important product is prompt and efficient service of the highest quality.

We can continue to serve the City of Wayne to your complete satisfaction and all our efforts are directed toward achieving that aim. The highest level of skills and resources available to our firm will be utilized in serving your needs. The engagement team has extensive governmental auditing experience.

Our knowledge of your governmental operations will enable us to provide professional services timely, efficiently, and at a reasonable cost.

We provide professional services to other governmental entities, with which they have been well pleased. We firmly believe we can offer this kind of dedication, continuity, and commitment to you.

The maximum fee, including travel and out-of-pocket expenses, for work to provide professional services to the City of Wayne for the years ending September 30, 2021, 2022, 2023, 2024 and 2025 will be:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Audit the City's financial statements as of and for the years ending September 30,	\$ 24,150	\$ 24,650	\$ 25,150	\$ 25,650	\$ 26,150
Single Audit, if necessary	3,000	3,100	3,200	3,300	3,400
Audit of Wayne Municipal Airport	<u>2,900</u>	<u>3,000</u>	<u>3,100</u>	<u>3,200</u>	<u>3,300</u>
Total	\$ <u>30,050</u>	\$ <u>30,750</u>	\$ <u>31,450</u>	\$ <u>32,150</u>	\$ <u>32,850</u>

Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date.

The foregoing proposed cost of service fees will be administered upon acceptance of our engagement.

We look forward to working with you again and the professional staff of the City of Wayne. If you have any questions, please feel free to contact me at 308-381-1810.

Sincerely,

**AMGL, P.C.**

Marcy J. Luth, CPA



The maximum fee for the work as described in the proposal to provide services for the years ending September 30, 2016, 2017, 2018, 2019, and 2020 will be:

	<u>9/30/2016</u>	<u>9/30/2017</u>	<u>9/30/2018</u>	<u>9/30/2019</u>	<u>9/30/2020</u>
Audit the City's Financial Statements	\$ 21,650	\$ 22,150	\$ 22,650	\$ 23,150	\$ 23,650
Single Audit in accordance with OMB Circular A-133 if needed	\$ 2,500	\$ 2,600	\$ 2,700	\$ 2,800	\$ 2,900
Audit of Wayne Municipal Airport	\$ 2,400	\$ 2,500	\$ 2,600	\$ 2,700	\$ 2,800

Occasional technical advice and other services will be billed separately at our regular hourly rates of \$120, based on 15-minute increments. Telephone calls of less than 15 minutes will not be billed. We will advise you in advance of any estimated fees before commencing any extensive services.

Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us harmless with respect to all expenses, costs, legal fees, and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

**RESOLUTION NO. 2021-17**

**A RESOLUTION IDENTIFYING CITY OF WAYNE GOALS.**

WHEREAS, the Mayor and City Council met in open session on January 15, 2020, June 30, 2020, and September 29, 2020, and December 15, 2020, with the express purpose of identifying and developing goals for the City; and

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

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

**CURRENT YEAR GOALS**

- Continue to review terrace parking
- Research additional sales tax – options and timeline
- Continue planning for upgrades to the Community Activity Center (CCCCFF Planning Grant)
- Keep discussion active for additional renewable energy opportunities allowed by Big Rivers (BREC)
- Evaluate upgrades at Hank Overin Field – parking and new irrigation (field and terrace)
- Continue using bricks for City streets when there are minor repairs
- Review policy on utility repairs and timeliness of those repairs
- Help businesses affected by COVID 19 (LB840, etc.)
- Begin interior demolition and planning of old bath house in College Hill Park for a trail head/restrooms/community space and apply for grant funding
- Restore regular meetings of the Problem Resolution Team with new members
- Replat cemetery with City ownership of the western most driveway
- Reevaluate engineering services
- Plan/Engineer for “Shovel Ready Projects” – Centennial Road to 21<sup>st</sup> Street to Claycomb Road; S. Sherman Street; 4<sup>th</sup> Street/Thorman/Tomar; Lagoon area (all in preparation of possible stimulus funding)

**FUTURE GOALS**

- Annex additional property into the City of Wayne (Pierson, North Highway 35, South Highway 35) – staff will prepare pros and cons of annexing
- Continue discussion on City Hall (stay and make improvements or build new...and if so, where?)
- Develop city land south of 4<sup>th</sup> Street
- Evaluate best locations for a future substation and begin discussions with possible land owner(s)

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

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

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

[Back to Top](#)

**RESOLUTION NO. 2021-18**

**A RESOLUTION ACCEPTING THE WATER/SANITARY/STORM SEWER/PAVING IMPROVEMENTS IN ANGEL ACRES ADDITION.**

WHEREAS, on the 5<sup>th</sup> day of March, 2013, the City of Wayne approved Resolution No. 2013-13 approving the Preliminary and Final Plats and authorizing the signing of a Subdivision Agreement for Angel Acres Addition; and

WHEREAS, in said Subdivision Agreement, the subdivider had the option to install water, sewer, storm water system, and street improvements in accordance with city standards or establish extension districts with the City to have the work completed; and

WHEREAS, said subdivider chose to install said utilities in accordance with city standards; and

WHEREAS, the engineer on the project, Advanced Consulting Engineering Services, Inc., has provided the necessary Certificate of Completion dated January 31, 2014, finding the work to be complete.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the "Certificate of Completion" provided by the Subdivider's project engineer for said improvements is hereby accepted, and that the improvements constructed under said Subdivision Agreement be and the same are hereby formally accepted by the City of Wayne.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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





**RESOLUTION NO. 2021-19**

**A RESOLUTION ACCEPTING THE WATER/SANITARY/STORM SEWER/PAVING IMPROVEMENTS IN THE SOUTHVIEW II ADDITION.**

WHEREAS, on the 17<sup>th</sup> day of October, 2017, the City of Wayne approved Resolution No. 2017-90 approving the Subdivision Agreement for Southview II Addition; and

WHEREAS, in said Subdivision Agreement, the developer agreed to install all sewer mains, water mains, storm sewer and paving at no cost to the City, and that upon completion said improvements were to be dedicated to the City for public use and maintenance; and

WHEREAS, the engineer on the project, Advanced Consulting Engineering Services, Inc., has provided the necessary Certificate of Completion dated May 1, 2018, finding the work to be complete.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the "Certificate of Completion" provided by the Developer's project engineer for said improvements is hereby accepted, and that the improvements constructed under said Subdivision Agreement be and the same are hereby formally accepted by the City of Wayne.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

CERTIFICATE OF COMPLETION

Owner: Grainland Estates, LLC  
Contractor: Rutjens Construction  
Engineer: Advanced Consulting Engineering Services  
Project: Southview II

Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.: 617-024  
Contract Name: Division I – Water, Sanitary Sewer, &  
Storm Sewer Improvements  
Division II - Paving Improvements

This final Certificate of Completion applies to:

- All Work  The following specified portions of the Work:

May 1, 2018

Date of Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Completion. The date of Completion in the final Certificate of Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

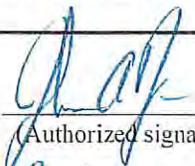
The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: [Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]

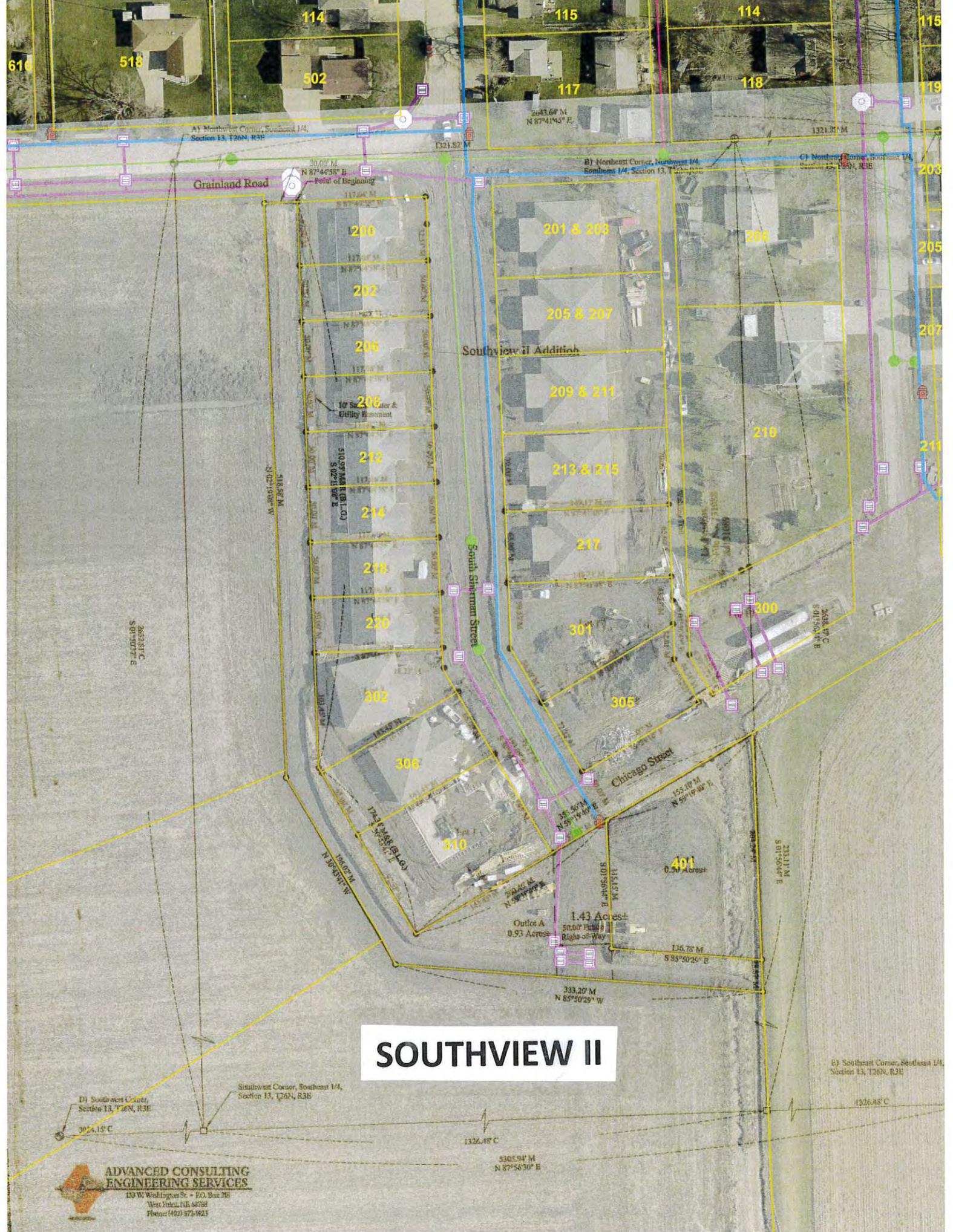
Amendments to Owner's responsibilities:  None  As follows

Amendments to Contractor's responsibilities:  None  As follows

The following documents are attached to and made a part of this Certificate: *final pay application*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

By:  EXECUTED BY ENGINEER:  
(Authorized signature)  
Title: *President*  
Date: *May 1, 2018*



# SOUTHVIEW II

## Request for Proposals Dirt work – old City of Wayne lagoon berm

The City of Wayne is accepting proposals for dirt work at its old lagoon located in the southeast part of the city. Proposals will be received until **2:00 p.m. on Wednesday, March 10, 2021**. Proposals may be mailed to the City of Wayne, Attn: Betty McGuire, City Clerk, PO Box 8, Wayne NE 68787; submitted in person at the city offices located at 306 Pearl Street; or, emailed to [betty@cityofwayne.org](mailto:betty@cityofwayne.org).

The City anticipates contractors to propose the cost to complete the work as described below as well as a schedule to complete the work. The City would like to see the work completed as soon as possible. The City will evaluate each proposal for cost and timing.



At left is a photo of the site, with the berm to be lowered 3' highlighted in yellow.

\*A site visit prior to submittal is highly encouraged so contractors themselves can evaluate the quantity.

Work Items to complete:

- Approximately 3,066 cubic yards of dirt to be removed from the existing berm.
- A new berm to be built as shown by the blue lines in the photo to the left. The new berm is approximately 700' long, 24' wide at bottom, and 3' tall.
- Any extra dirt shall be placed in an area south of the new berms adjacent to the existing berm.
- Work shall begin any time after June 1, 2021 and completed by August 1, 2021. There may be an opportunity to begin work earlier.
- Contractor shall coordinate with City staff final grading elevations and location of an entrance and exit ramp to the berm and basin.
- All dirt shall be compacted to 90% of Standard Proctor Density with the City providing the testing.

Evaluation criteria:

1. Cost
2. Completion date (sooner the better)
3. Proof of insurance

Any questions concerning the above proposal requirements, please contact Wes Blecke, City Administrator at 402-375-1733.

**Proof of \$1,000,000 in liability insurance coverage (naming the City as an additional insured and waiving subrogation requirements) will be required before awarded contractor begins work.**

The City of Wayne reserves the right to reject any or all proposals.

Pub: Wayne Herald and Morning Shopper (1x), [cityofwayne.org](http://cityofwayne.org)

**RESOLUTION NO. 2021-20**

**A RESOLUTION APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES RELATING TO THE “CENTENNIAL ROAD IMPROVEMENTS, 14<sup>TH</sup> TO 21<sup>ST</sup> STREET PROJECT.”**

WHEREAS, the City will be undertaking a project to reconstruct Centennial Road/577<sup>th</sup> Ave from 14<sup>th</sup> to 21<sup>st</sup> Streets and East 21<sup>st</sup> Street from Claycomb Road to Centennial Road; and

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services relating to the “Centennial Road Improvements, 14<sup>th</sup> to 21<sup>st</sup> Street Project;” and

WHEREAS, a proposal has been requested and received from JEO Consulting Group, Inc., to provide engineering design services for the proposed improvements; and

WHEREAS, the fee for Design, ROW Acquisition Services and Environmental Permitting totals \$169,710; and

WHEREAS, staff recommendation is to accept the proposal of JEO Consulting Group, Inc., for said services for the above-named project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the “Scope of Services” for the engineering services for the “Centennial Road Improvements, 14<sup>th</sup> to 21<sup>st</sup> Street Project” be accepted as recommended, and the Mayor be and he hereby is authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Wayne (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:  
Centennial Road Improvements, 14<sup>th</sup> to 21<sup>st</sup> Street (“Project”).

JEO Project Number: 210126

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibits A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is provided in Exhibit A, Section 4.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Wayne

Engineer: JEO Consulting Group, Inc.

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By: Cale Giese

By: Jon W. Mooberry

Title: Mayor

Title: Project Manager

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

Date Signed: 2/24/2021

Address for giving notices:

Address for giving notices:

Attention: Wes Blecke

JEO Consulting Group, Inc.

306 W. Pearl Street

1937 N. Chestnut Street

Wayne, NE 68787

Wahoo, NE 68066

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**SCOPE OF SERVICES****PROJECT DESCRIPTION:**

The City of Wayne intends to reconstruct Centennial Road/577<sup>th</sup> Ave from 14<sup>th</sup> to 21<sup>st</sup> Streets and East 21<sup>st</sup> Street from Claycomb Road to Centennial Road. Proposed improvements included the following:

- Centennial Road is to be a 36 ft. wide urban typical section with 9-inch minimum concrete pavement.
- 21<sup>st</sup> Street is to be 32 ft. wide urban typical section with 8-inch minimum concrete pavement.
- A closed storm sewer system with curb inlets for Centennial Road and 21<sup>st</sup> Street.
- Three culvert replacements at existing channel crossings within the project limits.
- An 8-inch water main extension along Centennial Road from 14<sup>th</sup> to 21<sup>st</sup> Streets.
- Additional right-of-way (ROW) taking along the west side of Centennial Road and south side of 21<sup>st</sup> Street acquiring a minimum of 40 ft. from street centerline. In the event the proposed improvements require additional ROW along the north side of 21<sup>st</sup> Street and or east side of Centennial Road, these services may be provided under the ROW Acquisition Services phase as outlined below.
- Typical sections are to be designed to accommodate future sidewalk, however no sidewalk is to be constructed with the project.

The scope of this agreement is to provide design services for the proposed improvements as described above and outlined below. Bidding and construction phase services may be added as a supplement to this agreement when it is determined the project is to be let for construction.

**1. DESIGN**

- 1.1. Conduct topographic survey of project site generally from right-of-way to right-of-way with cross sections every 50 feet for limits and locations identified in project description.
  - 1.1.1. Topography shall generally extend within the project limits of as described above.
  - 1.1.2. Width shall generally extend 10 feet outside of right-of-way and include all features (fences, retaining walls, etc.).
  - 1.1.3. Locate all public/private utilities using One Call Locate Service to mark existing facilities.
  - 1.1.4. Plot all topography, profiles, and cross sections into CADD Software.
- 1.2. Conduct Title/Deed Research for ROW/Easement acquisition services for up to 15 parcels.
- 1.3. Coordinate geotechnical exploration by Others for soil borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.
- 1.4. Complete drainage study and design storm sewer system meeting minimum design standards and submit technical memo to Owner.
- 1.5. Prepare 60% complete preliminary plans and draft front-end specifications. Plans and specifications to include:
  - 1.5.1. General location maps and symbols sheet.
  - 1.5.2. Survey control sheet(s).
  - 1.5.3. Plan and profile sheets including removals and construction.
  - 1.5.4. Storm sewer plan and profile sheets, as applicable for proposed curb inlets, trunk line, and piping under pavement and at culvert channel crossings.
  - 1.5.5. Water Main plan and profile construction sheets.
  - 1.5.6. Erosion control plan(s) (Included on the removal/construction plan sheets or separately if needed).
  - 1.5.7. Right-of-way sheets.
  - 1.5.8. Roadway cross section sheets.
  - 1.5.9. Draft front-end specifications with bidding, contract, and any required funding documentation.

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

- 1.6. Perform an internal quality assurance/quality control (QA/QC) review of the 60% plans.
  - 1.7. Submit 60% plans to Owner for review.
  - 1.8. Furnish plans to public/private utilities to review proposed improvements for potential conflicts.
  - 1.9. Conduct Plan-In-Hand meeting with Owner, Stakeholders, and Utilities (1 meeting). Note, meeting with impacted property owners is to coincide with this meeting for information purposes.
  - 1.10. Prepare 90% plans, specifications, and an opinion of probable construction cost. Plans and specifications to include:
    - 1.10.1. All sheets previously listed for the 60% complete plans.
    - 1.10.2. Insertion of design detail sheets.
    - 1.10.3. Completion of the front-end documents and special provisions section of the specifications.
    - 1.10.4. Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
  - 1.11. Perform an internal QA/QC review of the 90% complete plans and specifications.
  - 1.12. Submit final plans and specifications to NHHS for permit issuance. Owner to pay permit fees.
  - 1.13. Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
  - 1.14. Present Final Plans, Specifications, and Opinion of Cost to Owner (1 meeting).
- 2. RIGHT-OF-WAY ACQUISITION SERVICES**
- 2.1. Prepare up to 15 final legal descriptions and plats for either ROW taking on 15 parcels or easements for up to 15 parcels. Due to the unknown number of ROW takings and or easements to be required for proposed improvements, a total of 15 were estimated and services for this task will not be billed unless required.
  - 2.2. Note, Owner to prepare necessary legal documents, property value appraisals, and obtain ROW/Easements from property owners.
- 3. ENVIRONMENTAL PERMITTING**
- 3.1. Prepare NDPDES Permit application and Storm Water Pollution Prevention Plan (SWPPP) for submittal to NDEQ for permit issuance.
  - 3.2. If required due to proposed roadway and grading improvements impacting waters of the US, prepare and submit Army Corps of Engineers Permit 404 Application. Task assumes the project will be authorized under the Section 404 Nationwide Permit 14, and that the US Army Corps of Engineers will not require compensatory mitigation. If needed, services for a Section 404 individual permit, and/or compensatory mitigation can be provided through a supplemental agreement. Services for this task will not be billed unless required by proposed improvements.
    - 3.2.1. Complete wetlands delineation report between May 1 and October 31.
    - 3.2.2. Prepare project notification letters to the Nebraska Game and Parks Commission and the State Historic Preservation Office.
- 4. FEE**
- 4.1. The total cost to provide design, bidding, and construction engineering phase services is \$169,710 and will be billed as either a lump sum or hourly not to exceed fee, as noted below.
  - 4.2. The above mentioned fees includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

4.3. Tasks	Fee	
Design	\$ 155,210	Lump Sum
ROW Acquisition Services	\$ 9,000	Hourly Not To Exceed
Environmental Permitting	\$ 5,500	Hourly Not To Exceed
Total	\$ 169,710	

**5. PAYMENT:**

5.1. We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

**6. TIME FRAME:**

6.1. Notice to Proceed (NTP)	3/2/2021
6.2. Topo Survey	4/1/2021
6.3. Design	7/29/2021
6.4. Present Final Plans	8/3/2021

**7. OWNER RESPONSIBILITY:**

7.1. The Owner must provide the following information to the Engineer:

- 7.1.1. Assist with utility conflict resolution and provide additional utility record information, as needed.
- 7.1.2. Assist with any stakeholder issues that arise.
- 7.1.3. ROW/Easement acquisition services and or securing right of entry for Engineer/Contractor to complete work, if needed.

**8. EXCLUSIONS:**

- 8.1. CDBG administration services.
- 8.2. Topographic survey not outlined in the scope of services.
- 8.3. Geotech investigation (To be completed by others under separate agreement).
- 8.4. Sanitary sewer design.
- 8.5. Street lighting design.
- 8.6. Property Appraisals and Acquisition of Right-of-Ways/Easements.
- 8.7. Environmental reviews and/or studies not outlined in scope of services.
- 8.8. Any permit fees associated with permit applications.
- 8.9. Bidding services.
- 8.10. Special meetings and meetings not outlined in the Scope of Services.
- 8.11. Construction engineering services.
- 8.12. Material testing during construction (To be completed by others under separate agreement).
- 8.13. GIS as-built file data for updating of GIS records (Can be provided via supplement).

**9. GENERAL CONDITIONS**

9.1. JEO's general conditions are attached as Exhibit B.

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**RESOLUTION NO. 2021-21**

**A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR GEOTECHNICAL EXPLORATION SERVICES FOR THE "CENTENNIAL ROAD IMPROVEMENTS, 14<sup>TH</sup> TO 21<sup>ST</sup> STREET PROJECT."**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with Certified Testing Services, Inc., for geotechnical exploration services relating to the "Centennial Road Improvements, 14<sup>th</sup> to 21<sup>st</sup> Street Project;" and

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

WHEREAS, Certified Testing Services, Inc., based on the scope of work outlined in the proposal, proposes to perform the same for a lump sum amount of \$2,865.00; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal of Certified Testing Services, Inc., for geotechnical exploration services for the "Centennial Road Improvements, 14<sup>th</sup> to 21<sup>st</sup> Street Project," be accepted as recommended, and the Mayor be and he hereby is authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



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

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

February 22, 2021

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

RE: Geotechnical Exploration Services  
Centennial Road Improvements  
Wayne, Nebraska  
CTS Proposal Number 5491

Dear Mr. Blecke,

### Introduction

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

### Project Information

Mr. Jon Mooberry, P.E. of JEO Consulting Group Inc. presented project information in emails on February 18, 2021. One of the emails included a Google Earth® map showing the site location and a Google Earth® map that was titled, "Wayne Centennial Road Improvements" that shows the approximate boring locations. CTS understands that the project will consist of the paving E 21<sup>st</sup> Street starting at the end of the existing pavement, approximately 1,900 feet east of Centennial Road, east to Centennial Road and paving Centennial Road from E 21<sup>st</sup> Street south to E 14<sup>th</sup> Street in Wayne, Nebraska. CTS also understands that the work on Centennial Road is

approximately 2,600 feet long and will include the installation of a water main that will connect to the existing water mains on E 21<sup>st</sup> Street and E 14<sup>th</sup> Street.

#### Scope of Work

Based on the information supplied and the request of Mr. Mooberry, CTS proposes to perform four borings to depths of 10 feet below the existing grade and three borings to depths of 15 feet below the existing grade in the project area. At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and tested to determine select engineering properties that will be used in our analysis. The results of the fieldwork, laboratory testing, project information and other information will be evaluated by a professional engineer familiar with the soil conditions in the project area and presented in a report.

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

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

### Cost

Based on the scope of work discussed above, CTS proposes to perform the work for a lump sum amount of \$2,865.00, which includes two hard copies and an electronic copy of the final report and traffic control. It is further proposed to perform the work in accordance with the attached CTS General Conditions.

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

### Schedule and Authorization

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

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

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

City of Wayne  
February 22, 2021  
CTS Proposal 5491  
Page 4 of 7

Sincerely,

CERTIFIED TESTING SERVICES, INC.



James A. Bertsch, P.E.  
Senior Geotechnical Engineer



Matthew R. Dailey, P.E.  
Geotechnical Department Manager

JAB/MRD/jb

Attachments: Geotechnical Schedule of Services and Fees  
Project Data Sheet  
General Conditions

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

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

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

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

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job Number \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Distribution of Reports:  
Copies To: \_\_\_\_\_ Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_
6. Invoicing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

# GENERAL CONDITIONS

## SUBSURFACE EXPLORATION SERVICES

### SECTION 1: Scope of Work

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

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

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

### SECTION 2: Access to Sites

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

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

### SECTION 3: Soil Boring Locations

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

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

### SECTION 4: Utilities

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

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

### SECTION 5: Samples

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

### SECTION 6: Unanticipated Hazardous Materials

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

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

### SECTION 7: Reports and Invoices

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

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

### SECTION 8: Ownership of Documents

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

### SECTION 9: Confidentiality

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

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

### SECTION 10: Standard of Care

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

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

### SECTION 11: Subpoenas

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

### SECTION 12: Limitation of Liability

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

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

### SECTION 13: Insurance and Indemnity

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

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

### SECTION 14: Termination

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

### SECTION 15: Precedence

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



**Certified Testing Services, Inc.**

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

**RESOLUTION NO. 2021-14**

**A RESOLUTION ADOPTING A PERSONNEL MANUAL GOVERNING ALL CITY EMPLOYEES.**

WHEREAS, the City of Wayne Personnel Manual was first adopted by Resolution No. 88-31 on September 13, 1988; and

WHEREAS, the City Council desires a comprehensive set of general guidelines and policies governing all personnel matters for all city employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and city service; and

WHEREAS, these policies are intended to apply to all city employees that do not have an employment contract with the City and to all city employees with employment contracts that do not already address these policy issues; and

WHEREAS, the policies contained in the Personnel Manual, attached to this Resolution as Exhibit "A" and incorporated herein by this reference, are general guidelines for the City's current employment practices and workplace procedures. They are not intended to be a contract, expressed or implied, or any type of promise or guarantee of specific treatment upon which employees may rely, nor a guarantee of employment of any specific duration. Because of the City's small size, some exceptions to these policies may need to be made on a case-by-case basis as the City Administrator deems appropriate.

NOW THEREFORE, BE IT RESOLVED by the Wayne City Council that the Personnel Manual attached hereto as Exhibit "A" and incorporated herein by this reference is adopted as the City's personnel policies and shall be applicable to all employees unless preempted by state or federal law or in conflict with an existing employment contract.

PASSED AND APPROVED this 2<sup>nd</sup> day of March, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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