

AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
September 21, 2021

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

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the southwest wall of the Council Chambers as well as on the City of Wayne website.

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

3. [Approval of Minutes – September 7, 2021](#)
4. [Approval of Claims](#)
5. [Action on the request of Raegen Reifenrath to keep a rabbit inside City Limits for the purposes of being an “Emotional Support Animal”](#)

**Background:** Raegen has made a request for Council consideration to allow her to keep a rabbit inside City limits (Bowen Hall at Wayne State College) for the purposes of being an “emotional support animal.” Raegen has provided documentation from her veterinarian, as well as his pedigree information and approval from WSC. Raegen will be present to answer any questions you may have.

6. [Resolution 2021-52: Acknowledging Nebraska Department of Roads Requirements for the Temporary Use of the State Highway System for Special Events — Christmas on Main Celebration/Annual Parade of Lights on Thursday, November 18<sup>th</sup>](#)

**Background:** This is an annual request by Wayne Area Economic Development

7. [Action on the request of Wayne Area Economic Development to prohibit parking on Main Street in the 200 block from 5:30 p.m. until 8:00 p.m. for the Christmas on Main Celebration/Annual Parade of Lights Event to be held on Thursday, November 18<sup>th</sup>](#)
8. [Action on the request of Paul Lindner to extend his sidewalk into the city terrace/right-of-way at 601 Westwood Road](#)

**Background:** The evergreen tree at 601 Westwood Road has grown over the existing sidewalk. The owner was notified by the City that the tree needs to be trimmed or removed. The owner would like to relocate the sidewalk around the tree instead of trimming/removing the tree. City Code requires Council to consider any request for sidewalk placement that is

in “any other place than the regularly prescribed location.” The regularly prescribed location for this sidewalk is in its current location.

9. [Action on the request of Mark Meyer, d/b/a Milo Meyer Construction, Inc., to waive the requirement for a certified engineer's statement per Section 150.03 Moving Buildings \(A\) Permit Required 3 \(f\)](#)

**Background:** Mark has been hired to move a storage building at 212 Windom Street owned by Diana and Dave Zach. He is requesting Council to waive the section in the code that requires a certified engineer's statement that the movement of the structure will in no way have an adverse effect upon any road surface or bridge on or along the proposed route within the city jurisdiction. A copy of the "Application for Building Moving Permit," as well as a map showing the proposed route is included in this packet. Mark will be in attendance at the meeting should you have any questions.

10. [Resolution 2021-53: Approving Initial Community-Wide Technology Over-Build Agreement between the City of Wayne and HunTel.Net, Inc., d/b/a American Broadband Nebraska Communications, Inc.](#)

**Background:** American Broadband is requesting the same consideration as was given ALLO and Black Hills Energy for a “Community-Wide Blanket Construction Permit.” They want to work city-wide to enhance the efficiencies of the build-out. Representatives of American Broadband will be in attendance to report what they are doing and answer any questions you may have.

11. [Resolution 2021-54: Approving Pole Use Agreement between the City of Wayne and HunTel.Net, Inc., d/b/a American Broadband Nebraska Communications, Inc.](#)

**Background:** Since ABB has bought out Wayne.Net LLC (BNT), they will be assuming the use of our poles. Therefore, the Pole Use Agreement that Council approved with Wayne.Net LLC has been redrafted to reflect ABB as the Licensee.

12. [Action on Contractor's Application for Payment No. 2 in the amount of \\$160,099.93 to Meyers Construction, Inc., for the “Pine Heights Road & Utility Improvements Project - CDBG No. 19-PW-017”](#)

**Background:** This is for work completed and approved by the engineer on the project.

13. [Action on Certificate of Extended Warranty Period for Corrective Action – 2019 Nebraska Street Improvement Project – Jon Mooberry, JEO Consulting Group, Inc.](#)

**Background:** This item is required for work found not acceptable during the one-year warranty period on the 2019 Nebraska Street Improvement Project. The unacceptable work is seeding, pavement cracking and storm sewer manhole adjustment. Photos are included in this packet. Jon will be present to answer questions.

14. [Resolution 2021-55: Approving Agreement with Certified Testing Services, Inc., for pavement subgrade evaluation testing services for the “2019 Nebraska Street Improvements Project”](#)

**Background:** Staff and the engineer for the “2019 Nebraska Street Improvements Project” have some concerns that the concrete cracking on Nebraska Street is, in many cases, near storm sewer pipe. If compaction over this pipe is not adequate, that could be creating some of the current cracking, but more importantly, it could cause settling in the future. CTS is boring 7 spots to better understand if there are compaction issues along this route. There should be an update on results by the Council meeting.

15. [Ordinance 2021-13: Approving Amendment No. 4 to the Contract with Big Rivers Electric Corporation \(BREC\)](#)

**Background:** The main purpose of this contract amendment is to change the City of Wayne’s interconnection point from the current point to one closer to electrical delivery. This settlement area will help hedge the differences in SPP and MISO when the spread is wide. This change will help minimize risk like the Winter Storm Uri event from February 2021. The amendment also gets rid of the basis differential between the points between SPP and MISO. The other change made was BREC doubling the City’s ability to incorporate additional renewables into our electric mix (allows, doesn’t require).

16. [Action on the “Consent to Proposed Amendment” and the waiver of rights under Section 3.15 for purposes of the proposed amendment](#)

**Background:** The contract between BREC and the City has a most-favored nation clause in it, meaning if BREC makes a reduced offer to one customer, it must make the same to all. BREC is making this offer to one of Northeast’s customers who is increasing its load substantially. Instead of waiving this entire section in the contract or amending it to allow for a special circumstance, the City Attorney suggested that the City sign a letter of consent to waive the provision for this one defined offer. If the City would have a customer making the same type of investment/anticipated load growth, we would propose the same back to BREC.

17. [Discussion/Update on Chicago Street Storm Sewer and Paving](#)

**Background:** Chicago Street is currently an unimproved, platted street (2 blocks) that connects South Sherman Street to South Lincoln Street. When Southview II Addition (Lots 1-20) was being developed, the Subdivision Agreement with the owners stated the City will convert an open ditch area to underground and re-route existing pipe into the Chicago Street right-of-way within 5 years of the agreement (dated November 8, 2017). The owners are also to request a paving assessment district for the street within 10 years of the agreement. The discussion to take place is whether or not the City should start to plan to pave at the same time it relocates the storm sewer. Staff recommends that the City builds the street at the same time it relocates the storm sewer. Bidding the project this winter, with summer 2022 construction, means getting it designed ASAP. If favorable to Council, staff will likely be asking Council to approve an engineer to design/bid/oversee the project at a meeting in October.

18. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
September 7, 2021**

The Wayne City Council met in regular session at City Hall on September 7, 2021, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Dwaine Spieker, Yasuko Taoka, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Terri Buck and Nick Muir.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Council Chambers, as well as on the City of Wayne website 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.

Mayor Giese proclaimed September 12-18, 2021, as "National Assisted Living Week."

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of August 17, 2021, and August 31, 2021, and to waive the readings thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ACES, SE, 956.14; ALL-AMERICAN PUBLISHING, SE, 355.00; AMAZON, SU, 800.22; AMERITAS, SE, 92.05; AMERITAS, SE, 172.65; AMERITAS, SE, 2915.96; AMERITAS, SE, 72.00; APPEARA, SE, 170.77; APPEARA, SE, 174.30; ARC-HEALTH & SAFETY, FE, 280.00; BACKFLOW APPARATUS, SU, 1910.00; BENSCOTER CONSTRUCTION, RE, 1000.00; BINSWANGER GLASS, SU, 388.45; BLACK HILLS ENERGY, SE, 321.71; BLUE CROSS BLUE SHIELD, SE, 48904.74; BOMGAARS, SU, 902.50; BOMGAARS, SU, 146.75; BORDER STATES INDUSTRIES, SU, 202.24; BORDER STATES INDUSTRIES, SU, 578.32; BROWN SUPPLY, SU, 1555.00; BSN SPORTS, SU, 192.00; BSN SPORTS, SU, 231.96; CARHART LUMBER COMPANY, SU, 281.84; CDW GOVERNMENT, SU, 2387.88; CENTURYLINK, SE, 426.59; CITY EMPLOYEE, RE, 582.78; CITY EMPLOYEE, RE, 101.64; CITY EMPLOYEE, RE, 107.00; CITY EMPLOYEE, RE, 163.70; CITY EMPLOYEE, RE, 175.00; CITY EMPLOYEE, RE, 598.79; CITY EMPLOYEE, RE, 796.00; CITY EMPLOYEE, RE, 132.66; CITY EMPLOYEE, RE, 209.50; CITY OF WAYNE, PY, 98831.33; CITY OF WAYNE, RE, 823.61; CITY OF WAYNE, RE, 582.78; CUSTOM FILTRATION, SU, 1067.50; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 2653.94; DEARBORN LIFE INSURANCE COMPANY, SE, 92.88; EASYPERMIT POSTAGE, SU, 885.13; ECHO GROUP, SU, 368.16; EKBERG AUTO PARTS, SU, 12.99; FIRST CONCORD GROUP, SE, 3467.88; FLOOR MAINTENANCE, SU, 240.36; FLOOR MAINTENANCE, SU, 290.08; FRANCO, ELDA, RE, 200.00; GALE/CENGAGE LEARNING, SU, 24.69; GARCIA, PEDO, RE, 500.00; GERHOLD CONCRETE, SE, 1661.94; GERHOLD CONCRETE, SU, 326.28; GROSSENBURG IMPLEMENT, SU, 141.70; HANNA:KEELAN ASSOCIATES, SE, 4000.00; HAWKINS, SU, 3299.31; HELENA AGRI-ENTERPRISES, SU, 140.00; HILAND DAIRY, SE, 71.46; HILAND DAIRY, SE, 233.57; HOMETOWN LEASING, SE, 436.02; HORIZON CONSTRUCTION, RE, 500.00; HORIZON CONSTRUCTION, RE, 500.00; ICMA, SE, 1450.04; ICMA, SE, 34.38; ICMA, SE, 375.83; ICMA, SE, 112.52; ICMA, SE, 159.20; ICMA, SE, 8138.26; ICMA, SE, 366.40; ICMA, SE, 124.70; ICMA, SE, 147.00; ICMA, SE, 145.28; INTERSTATE BATTERY SYSTEM, SU, 126.95; IRS, TX, 3854.86; IRS, TX, 11026.92; IRS, TX, 16482.90; JACK'S UNIFORMS, SU, 38.90; JEO CONSULTING GROUP, SE, 1000.00; JOHNSON, LOWELL, RE, 792.00; JR ROOFING, SE, 900.00; KELLY SUPPLY COMPANY, SU, 38.38; KENNY, LEVI, RE, 165.00; KTCH, SE, 75.00; KTCH, SE, 75.00; L.G. EVERIST, SU, 1409.26; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 95.00; MARCO, SE, 175.92; MCLAURY ENGINEERING, SE, 2571.00; MILLER LAW, SE, 5416.67; MUNICIPAL SUPPLY, SU, 2791.82; NE DEPT OF REVENUE, TX, 4781.33; NE LAW ENFORCEMENT, SU, 135.00; NE LIBRARY ASSOCIATION, FE, 200.00; NE LIBRARY COMMISSION, SE, 1742.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 674.90; NERC, SE, 909.75; NORTHEAST POWER, SE, 8466.00; NORTHEAST POWER, SE, 13882.96; OCLC, SE, 529.13; OESTREICH, CHAD, RE, 200.00; O'REILLY AUTOMOTIVE STORES, SU, 83.17; PING TREE SERVICE, SE, 798.00; PTACEK, GREG, RE, 500.00; QUALITY 1 GRAPHIC, SU, 240.00; RODRIGUEZ, NANCY, SE, 148.75; SARGENT DRILLING, SU, 1868.85; SKARSHAUG TESTING LAB, SE, 227.25; STATE NEBRASKA BANK & TRUST, SE, 61.76; STATE NEBRASKA BANK-PETTY CASH, RE, 110.39; T & S TRUCKING, SE, 452.88; TOTAL GRAPHICS, SU, 123.75; TRI AIR TESTING, SE, 415.03; TYLER TECHNOLOGIES, SE, 200.00; US BANK, SU, 4661.46; UTILITIES SECTION, FE, 275.00; VAN DIEST SUPPLY, SU, 798.25; VIAERO, SE, 67.00; WAED, FE, 398.00; WAED, SE, 8592.41; WAYNE COUNTY COURT, RE, 230.00; WAYNE RENTALS, RE, 1000.00; WAYNE SENIOR CENTER, RE, 34.65; WESCO, SU, 1262.60; WESCO DISTRIBUTION, SU, 61.53; WIGMAN COMPANY, SU, 515.62; WISNER WEST, SU, 95.87; ACE HARDWARE & HOME, SU, 655.72; AMERICAN BROADBAND, SE, 1486.64; CITY EMPLOYEE, RE, 54.00; CITY EMPLOYEE, RE, 495.59; CITY OF WAYNE, RE, 41.21; COPY WRITE PUBLISHING, SE, 570.23; DEMCO, SU, 117.84; FLOOR MAINTENANCE, SU, 267.69; GLOBAL PAYMENTS INTEGRATED, SE, 402.84; GROSSENBURG IMPLEMENT, SU, 232.32; KELLY SUPPLY COMPANY, SU, 45.50; LUTT OIL, SU, 6793.68; MERCHANT SERVICES, SE, 54.16; MERCHANT SERVICES, SE, 4024.70; MERCHANT SERVICES, SE, 1060.84; MIDWEST LABORATORIES, SE, 189.00; MIDWEST TAPE, SU, 1039.79; MUNICIPAL SUPPLY, SU, 245.01; ONE CALL CONCEPTS, SE, 119.19; QUADIENT LEASING USA, SE, 655.38; QUALITY FOOD CENTER, SU, 8.72; SOOLAND

BOBCAT, SU, 256.55; STAPLES, SU, 64.39; UTILITY EQUIPMENT, SU, 394.20; WAYNE AUTO PARTS, SU, 279.21; WAYNE HERALD, SE, 52.50; WESCO, SU, 16610.00; WAPA, SE, 20283.44

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

Mayor Giese declared the time was at hand for the public hearing regarding the tax asking/property tax levy.

To support the proposed general operating and debt service budgets for the City and the Airport Authority, a total property tax levy of \$.449004 per hundred dollars of property value is included. The levy equates to a tax request of \$1,180,653.00. Last year's general tax levy was \$.412303 per hundred dollars of valuation; this year it is \$.413148, excluding the airport.

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

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

The following Resolution would approve the final property tax request of \$1,086,369. This Resolution does not include the airport levy.

Councilmember Karsky introduced Resolution 2021-45, and moved for its approval; Councilmember Eischeid seconded.

#### RESOLUTION NO. 2021-45

#### A RESOLUTION APPROVING FINAL PROPERTY TAX REQUEST FOR FY 2021-2022.

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

The base year started in 1998. The restricted funds are the property taxes, payments in lieu of property taxes, local option sales taxes, motor vehicle taxes, state aid, transfers of surpluses from any user fee, and any funds excluded from restricted funds for the prior year because they were budgeted for capital improvements, but which were not spent and are not expected to be spent for capital improvements. Cities

are given the opportunity to increase the base limitation of the restricted funds budget by 1%. The State Auditor is also recommending that entities pass this 1% increase. This increases our base number we can use for our restricted fund revenues.

Councilmember Eischeid introduced Resolution No. 2021-46 and moved for its approval, Councilmember Taoka seconded.

#### RESOLUTION NO. 2021-46

A RESOLUTION APPROVING THE ALLOWABLE 1% INCREASE IN BASE LIMITATION OF RESTRICTED FUNDS' BUDGET 2021-2022.

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

Councilmember Brodersen introduced Resolution 2021-47, and moved for its approval; Councilmember Eischeid seconded.

#### RESOLUTION NO. 2021-47

A RESOLUTION TO ADOPT THE 2021-2022 BUDGET FOR THE CITY OF WAYNE.

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

Councilmember Eischeid introduced Ordinance 2021-12, and moved for its approval; Councilmember Karsky seconded.

#### ORDINANCE NO. 2021-12

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese

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

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to move for final approval of Ordinance No. 2021-12. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing on the application for the Community Development Block Grant — Owner Occupied Rehab Funds.

This grant was initially applied for by the Wayne Community Housing Development Corporation (WCHDC). DED, upon review of the submitted pre-application, determined that WCHDC was not eligible to submit an application for 2021 CDBG Owner Occupied Rehabilitation funds. However, it was determined that the City of Wayne could apply and would then be responsible for administering the grant if selected for award. For administration of a CDBG grant, all CDBG-funded projects require employment of a certified administrator. Because we are a dues paying member of the Northeast Nebraska Economic Development District, we are partnering with them to perform the administration thereof.

With this application, the City is requesting \$315,000 of CDBG – Owner Occupied Rehab (OOR) funds, of which \$250,000 will be used for Owner Occupied Rehab of 10 units; \$20,000 will be used for general administration; \$30,000 for housing management; and \$1,500 per unit will be used for lead based paint abatement. All CDBG funds will benefit low-to-moderate income persons in the community, and no persons or businesses will be displaced as a result of this project. There is no City match with this grant.

Riah Deane with the Northeast Nebraska Economic Development District was present to answer questions, as well as Mytzy Rodriguez-Kufner with Wayne Community Housing Development Corporation.

Council requested Ms. Deane to look into the structure of the loan program, as well as whether or not the amount of funding can be increased. She will find out the answers to their questions and respond back to Administrator Blecke.

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

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

Councilmember Eischeid introduced Resolution 2021-48, and moved for its approval; Councilmember Spieker seconded.

#### RESOLUTION NO. 2021-48

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – OWNER OCCUPIED REHAB FUNDS (\$315,000).

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

The following Resolution would approve the Scope of Services and Task Order No. 190287.03 with JEO Consulting Group, Inc., for the “Aquarius Tank Maintenance Project.” This Task Order is for engineering and design services to prepare bid documents to replace the diffusers in the Aquarius tank at the Wastewater Treatment Plant. The lump sum fee for said services is estimated to be \$9,000.00.

Roger Protzman, Engineer with JEO Consulting Group, Inc., was present (via zoom) to answer questions.

The Aquarius system was installed and put into operation around 2011. One of the things that was known when this system was put in was that the diffusers in the bottom of the Aquarius tank were going to need to be replaced periodically. The time life of those diffusers is typically 5-10 years. He and staff have conferred and both feel it is probably time to be looking at replacing them. This Task Order is to prepare the documents to go out for bids to do the work to change the diffusers. He noted that general contractors will most likely be the ones that bid on this project (e.g. Erickson Construction, Rutjens, or Hawkins).

Administrator Blecke noted that the best time to do this project has been determined to be when the college is not in session. The project should take about one month to complete. This will be one of the projects where ARPA funds will be used. The project is estimated to be in the \$300,000 range.

Mr. Protzman stated there are about 1,440 diffusers that need replaced. The diffusers are not expensive; it is the labor to get to them and replace them that is.

Councilmember Eischeid introduced Resolution 2021-49, and moved for its approval; Councilmember Taoka seconded.

#### RESOLUTION NO. 2021-49

A RESOLUTION APPROVING SCOPE OF SERVICES AND TASK ORDER NO. 190287.03 WITH JEO CONSULTING GROUP, INC., FOR THE "AQUARIUS TANK MAINTENANCE PROJECT."

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

The following Resolution would accept the bid and award the contract on the purchase of a 2022 Chevrolet Silverado 2500HD 4WD Double Cab 149" Work Truck through the state bid system as per the bid proposal received from Arnie's Ford, Inc., for the sum of \$32,261.

Tim Sutton, Electric Distribution Superintendent, was present to answer questions. He stated that two bids were received for the procurement of a 2022 work truck. This truck will replace a truck with 177,000 miles (natural gas) that will either go to a different department or be sold.

Councilmember Spieker introduced Resolution 2021-50, and moved for its approval; Councilmember Woehler seconded.

#### RESOLUTION NO. 2021-50

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A 2022 CHEVROLET SILVERADO 2500HD 4WD DOUBLE CAB 149" WORK TRUCK THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD, INC. - \$32,261.

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

Pammy Levinson, Student Activities Coordinator at Wayne State College, submitted a request to close Main Street, between 1<sup>st</sup> and 11<sup>th</sup> Streets, on Saturday, October 2, 2021, from 8:00 a.m. to 11:30 a.m. for the WSC Homecoming/Band Day Parade. This is an annual request.

Councilmember Brodersen introduced Resolution No. 2021-51 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2021-51

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF TRANSPORTATIONS' REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the Contract for Services between the City of Wayne and the Board of Trustees of the Nebraska State Colleges – Wayne State College for the homecoming parade. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Because the contract has not been finalized at this point, no action was taken on Agenda Item No. 17 – Ordinance 2021-13 approving Amendment No. 4 to the Contract with Big Rivers Electric Corporation. It will be brought forward at the next meeting.

Administrator Blecke stated the 8 acres of City owned land just south of the new 4<sup>th</sup> Street (better known as the old community gardens/brush pile/tree farm/upper rugby-soccer fields, etc.) has been replatted and rezoned (R-4) for potential residential development. Previous Council discussions about this land has indicated Council is interested in multi-family units in this area. The next step, if Council wants to develop the property, is to go through a request for proposal (RFP) process, unless Council determines that they just want to sell it outright. This RFP process would allow the City to seek ideas from developers to see their visions for this area. Even if the Council directs staff to solicit proposals, this does not mean the Council has to approve or commit to any plans. This is a different process than the City has gone through previously, but a very common way to now develop land, especially property held by public entities.

Mayor Giese stated four factors the Council will be looking at are: dollars, timeline, what funds are going to be used for this, and what the property's intended use will be.

In response to Councilmember Karsky's concern, Administrator Blecke stated he did not think what was going to happen on this 8 acres was going to impact the lagoon area.

Councilmember Spieker stated he was contacted by a constituent today urging Council not to sell the property because it is a bad place for housing, and if it should be sold, it should go to the highest bidder and not to the one with the best plan. He also heard from Luke Virgil, Director of WAED, who urged Council to go out for requests for proposals.

Councilmember Brodersen stated she never thought the 8 acres would be full of apartments. She would rather the Council wait a couple of months or until the first of the year to do this. She thought the Lagoon Taskforce Committee might have a better idea of what they want down there by that time.

It was noted that there was not a level of commitment by the City in going out for proposals.

Mayor Giese stated he does get the concern, especially about the corridor in the southeast corner and thought that was important. He is interested to see what developers will come up with as far as what they think will sell the best.

Councilmember Woehler, when asked, stated he really doesn't want residential, but wants light industrial for sheds that people can use down there. He was concerned about the odor from the treatment plant.

Mayor Giese again stated he was interested to see what they get back and who responds to the request for proposals.

After further discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Taoka, directing City staff to solicit "Requests for Proposals" for the development of the 4<sup>th</sup> Street property.

Councilmember Brodersen suggested giving the contractors enough time to submit proposals (e.g. 60 days). She again stated she preferred the Council wait a couple of more months until the Lagoon Task Force Committee can meet a few more times.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent and Councilmembers Woehler and Brodersen who voted Nay, the Mayor declared the motion passed.

Administrator Blecke gave an update on the 2020 Census and the Housing Study. He noted that Wayne's population has increased by 313 people in City limits. Wayne is now at 5,973, which is a 5.5% increase over the 2010 census. Wayne County increased by 102.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:42 p.m.



Vendor	Payable Description	Payment Total
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,922.58
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	100.13
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	174.53
APPEARA	LINEN & MAT SERVICE	54.25
ARC-HEALTH & SAFETY	MANIKINS	518.51
AUTO ANATOMY ALTERNATIVES, INC	2016 FORD HOOD REPAIR	2,972.23
BATTERY SOLUTIONS, LLC	BATTERY BUCKET	102.00
BATTERY SOLUTIONS, LLC	BATTERY BUCKETS	204.00
BENSCOTER INC	TIF INTEREST	3,998.82
BENSCOTER, LOUIS	TIF PRINCIPAL & INTEREST	5,714.11
BORDER STATES INDUSTRIES, INC	BARE COPPER WIRE	636.29
BRUMMOND, SCOTT	TREE INCENTIVE	50.00
CERTIFIED TESTING SERVICES INC	PINE HEIGHTS	243.50
CITIZENS STATE BANK	TIF PRINCIPAL/INTEREST	7,310.08
CITIZENS STATE BANK	TIF PRINCIPAL/INTEREST	5,070.22
CITY EMPLOYEE	VISION REIMBURSEMENT	187.20
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	148.01
CITY EMPLOYEE	VISION REIMBURSEMENT	288.20
CITY OF WAYNE	PAYROLL	86,750.74
CITY OF WAYNE	UTILITY REFUND	85.46
CIVICPLUS	ANNUAL FEE	3,149.87
COMFORT INN-GRAND ISLAND	LODGING-D HENSCHKE	86.00
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	113.48
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	14,015.84
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	67.79
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	42.00
DOESCHER REPAIR	ICE MAKER	244.00
DUTTON-LAINSON COMPANY	WATER METER ERTS	6,291.60
EAKES OFFICE PLUS	CAC COPY CHARGES	229.37
ECHO GROUP INC JESCO	STRUT CHANNEL/TEST LEAD KIT	220.09
ED M. FELD EQUIPMENT CO INC	PUMP TESTING	1,270.00
ELLIS, JEFF	ENERGY INCENTIVE	500.00
EMPLOYERS MUTUAL CASUALTY CO	POLICY DEDUCTIBLE	2,500.00
FAITH REGIONAL PHYSICIAN SERV.	RANDOM TESTING	99.50
GARCIA, PEDO	BUILDING FEE REFUND	40.00
GODFATHERS PIZZA	RETREAT MEAL	115.49
GRAINLAND ESTATES LLC	TIF PRINCIPAL/INTEREST	4,885.65
GROSSENBURG IMPLEMENT INC	GLOVES	85.77
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	71.86
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	66.24
HYPERION	MONITORING	81.00

Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	147.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	145.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	112.52
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,450.04
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	159.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	376.22
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	34.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,155.21
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	125.48
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	366.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	315.76
IRS	MEDICARE WITHHOLDING	61.04
IRS	FICA WITHHOLDING	14,597.52
IRS	FEDERAL WITHHOLDING	10,754.01
IRS	FICA WITHHOLDING	261.04
IRS	MEDICARE WITHHOLDING	3,413.96
IRS	FEDERAL WITHHOLDING	162.06
ISLAND SPRINKLER SUPPLY CO	HANK OVERIN SPRINKLER SYSTEM	15,819.47
J. F. AHERN CO.	CAC SPRINKLER SYSTEM INSPECTION	1,139.00
JEO CONSULTING GROUP	CENTENNIAL ROAD	8,131.00
KAUP FORAGE & TURF	GRASS SEED	1,440.00
LEAGUE OF NEBRASKA MUNICIPALITIES	MEMBERSHIP DUES	10,219.00
LUND, ELLIOTT	CAC MEMBERSHIP OVERPAYMENT	20.00
MATHESON-LINWELD	OXYGEN	35.06
MID PLAINS GRAIN	TIF PRINCIPAL/INTEREST	6,139.36
NDEE-FISCAL SERVICES	TRANSFER STATION ANNUAL PERMIT	500.00
NE DEPT OF REVENUE	STATE WITHHOLDING	73.08
NE DEPT OF REVENUE	STATE WITHHOLDING	4,643.25
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	38,801.02
NO SWETT FENCING	LAGOON CHAIN LINK FENCE	25,426.51
OCC BUILDERS LLC	POWER PLANT WATER DAMAGE REPAIRS	56,121.00
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	4.45
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	767.89
PLUNKETT'S PEST CONTROL	PEST CONTROL	95.80
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
QUALITY 1 GRAPHIC	GREEN TEAM RECYCLING SIGNS	128.40
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	6.38
STATE NEBRASKA BANK-PETTY CASH	GREEN TEAM PETTY CASH	300.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,727.79
VAN DIEST SUPPLY	POND MOSS CONTROL	78.60
VERIZON WIRELESS SERVICES LLC	CELL PHONES	536.12
WAHOO HERITAGE INN	LODGING-LISTON/MULLEN	145.90
WAYNE COUNTY COURT	BOND	300.00
WAYNE HERALD	ADS AND NOTICES	723.87
WAYNE HERALD	GREEN TEAM ADS	294.00
WAYNE HOSPITALITY	TIF PRINCIPAL/INTEREST	19,295.98
WAYNE VETERINARY CLINIC	CAT IMPOUND	140.00
WESCO DISTRIBUTION INC	WIRE PULL LUBE	236.00
WINDOM RIDGE	TIF INTEREST	2,042.43
	<b>Grand Total:</b>	<b>388,746.89</b>

[Back to Top](#)**Betty McGuire - Re: [External] City Council Meeting Agenda**

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**From:** Raegan Reifenrath <rareif01@wsc.edu>  
**To:** "betty@cityofwayne.org" <betty@cityofwayne.org>  
**Date:** 9/14/2021 5:50 PM  
**Subject:** Re: [External] City Council Meeting Agenda

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If you need anything else, let me know.

Thank you.

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**From:** Raegan Reifenrath  
**Sent:** Tuesday, September 14, 2021 5:49 PM  
**To:** betty@cityofwayne.org <betty@cityofwayne.org>  
**Subject:** City Council Meeting Agenda

Hello, my name is Raegan Reifenrath, and I am contacting you because I want to get onto the meeting agenda for the 21st of September.

I am a sophomore majoring in Psychology at Wayne State. I have a rabbit that I recently registered as an Emotional Support Animal and am planning to bring with me to college. I live in Bowen Hall. I have a cage and all the supplies I need to care for my rabbit. Growing up, I showed rabbits in 4-H, so I know how to properly take care of him. My family also had a Holland Lop rabbit breeding business that I helped with for many years, so I know a lot about the breed. I also already took him to the vet and got his health checked. I attached a photo of the veterinarian document to this email.

My rabbit is a Holland Lop rabbit named Milo. Holland Lops are small breeds so they don't take up much space. He is tri-color (orange, black, and white) and was born on March 12, 2021. I also attached his pedigree to this email.

The last thing I need to do before I can bring him to college is to get your approval to have him on campus.

Thank you,  
Raegan Reifenrath

Ear No. \_\_\_\_\_  
Sold to: \_\_\_\_\_  
\_\_\_\_\_

Breed: \_\_\_\_\_  
Holland Lop  
Date of Birth: \_\_\_\_\_  
March 12, 2021

Name: \_\_\_\_\_  
Big Red's \_\_\_\_\_  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Tri-Color

Dam: Kristy's Gypsy  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Fawn

Other Info: \_\_\_\_\_  
Buck \_\_\_\_\_  
\_\_\_\_\_

This is to certify that these details are correct to the best of my knowledge.  
Signed: \_\_\_\_\_

Sire: THEO  
Ear No. FLS-165 Wt 3LB 6oz  
Reg No. \_\_\_\_\_ Color: Magpie

Sire: CTS Triton  
Ear No. CT TRITON Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Tri-Color

Dam: Lomars Makea  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Tri-Color

Sire: Lomars Magnam  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Broken Magpie  
Dam: Lomars Malia  
Ear No. Malia Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Tr-Color

Sire: Arch Angel Holland's Butterball  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Orange

Sire: Ally Baca Farms Israanfly  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Tort - Black  
Dam: Arch Angel Holland's Mia  
Ear No. \_\_\_\_\_ Reg No. \_\_\_\_\_  
Color: Broken Chestnut Agouti

Dam: HRF's Ostra Mae  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Harlequin

Sire: Lindsay's Spangle  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Color: Broken Tri- WHT/BLK/ORG  
Dam: Schwandt's Hop to It  
Ear No. \_\_\_\_\_ Wt. \_\_\_\_\_  
Reg No. \_\_\_\_\_ Color: Broken Tort

Corrine Reifenrath  
202 Cedar Street  
Laurel, NE 68745

Client ID: 3869  
Invoice #: 165249  
Date: 9/1/2021

Patient ID: 7743		Species: Other Small		Weight:	
Patient Name: Milo		Breed: Other Breed		Birthdate: 09/01/2020	
		Sex: Male			
		Staff Name		Quantity	
		Total		Total	
9/1/2021	Office Call & Exam	Dr. Dave Camenzind	1.00	\$20.00	
	Lupine 1/2in 8-12 Cat w/Bell		1.00	\$9.49 T	
	Health check - excellent		1.00	\$0.00	
<b>Patient Subtotal:</b>				<b>\$29.49</b>	
<b>Invoice Total:</b>				<b>\$29.49</b>	
Default Tax Rate :				\$0.62	
Total:				\$30.11	
Balance Due:				\$30.11	
Previous Balance:				\$0.00	
Balance Due:				\$30.11	
Credit Cards:				(\$30.11)	
Less Payment:				(\$30.11)	
<b>Balance Due:</b>				<b>\$0.00</b>	

No vaccines are required for rabbits .

David Camenzind DVM



WSC Disability Services

Sat 8/21/2021 5:01 PM



To: Pete Rizzo; Thomas Osnes  
Cc: Raegan Reifenrath

Hi Pete and Thom,

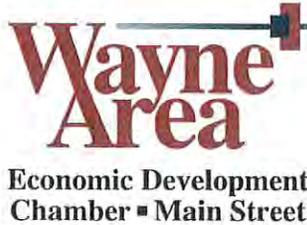
This email is confirmation that Raegan Reifenrath is registered with Disability Services and has been approved for the accommodation "Emotional Support Animal". Raegan is copied on this email and will be in contact with you to complete the process with Residence Life for the ESA.

Please let me know if you need anything else.

Thank you,

C.D. Douglas  
*Interim Educational Support & Disability Services Coordinator*  
Kanter Student Center 12D  
1111 Main Street, Wayne, NE 68787  
Office: 402-375-7451 Fax: 402-375-7079  
Email: [disabilityservices@wsc.edu](mailto:disabilityservices@wsc.edu)





August 25, 2021

Marlen Chinn  
City of Wayne Police Department  
306 Pearl Street  
Wayne, NE 68787

Dear Marlen,

Wayne Area Economic Development respectfully requests a parade permit for the annual Christmas in Wayne celebration to be held on Thursday, November 18 including the Parade of Lights. Plans call for the parade to line up at 6:15 p.m. with the parade beginning at 6:30 p.m. and finishing around 7:00 p.m. We will line entries up on West 6<sup>th</sup> Street and Pearl Street, first come, first in line. The parade will proceed south on Main Street, disbursing at the Carhart Lumber parking lot. Parade Participants will be reminded that candy or other items should not be thrown from the vehicle. A copy of our affidavit of insurance will be provided by Northeast Nebraska Insurance Agency.

The committee requests that parking not be allowed on Main Street in the 300 and 200 Blocks from 5:30 p.m. until 8:00 p.m. to give guests on the sidewalk a better view of the parade and encourage pedestrian shoppers. Carolers, cider and hot cocoa station, and other activities may be set up on the downtown sidewalks. The Holly Jolly Trolley will give short tours with designated Trolley stops around town on a route to be determined to pick up and unload riders.

We truly appreciate the support from the City of Wayne and especially the Police Department during the holiday events. Your cooperation and assistance helps turns these events into successful marketing tools for our community and shining memories for the families who live here.

We look forward to hearing from you. If you have any questions or concerns regarding Christmas on Main, please contact me at the Economic Development office at 402-375-2240.

Sincerely,

A handwritten signature in black ink, appearing to read "Abby Schademann", written over a horizontal line.

Abby Schademann  
Marketing, Events, and Tourism Coordinator

**RESOLUTION NO. 2021-52**

**A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.**

WHEREAS, the annual “Christmas on Main/Parade of Lights” celebration will be held on Main Street from West 6<sup>th</sup> Street south to Fairgrounds Avenue on Thursday, November 18, 2021, from 6:00 p.m. to approximately 7:00 p.m. or immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

WHEREAS, Wayne Area Economic Development, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour, and traffic control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of the special event.

PASSED AND APPROVED this 21<sup>st</sup> day of September, 2021.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

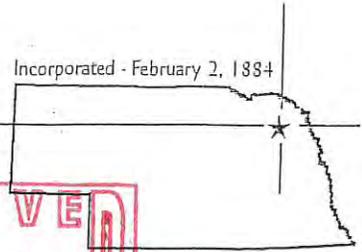
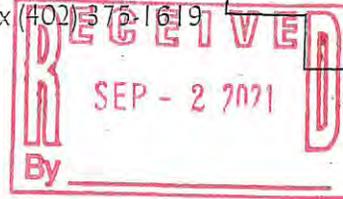
\_\_\_\_\_  
City Clerk

# City of Wayne

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

Incorporated - February 2, 1884

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



## REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Paul Lindner

Address: 601 Westwood Blvd

Telephone No.: 402-375-7823

Date of Request: \_\_\_\_\_

Description of Requested Topic: Requested to extend sidewalk in to terrace so people can walk around tree with cut having to cut tree back 2'





Permit # \_\_\_\_\_

**APPLICATION FOR BUILDING MOVING PERMIT**

Date: 9-15-21

Application is hereby made for permit to move a building.

1. Description of current use of building, location, and address: \_\_\_\_\_

Storage 212 Windom St

2. Owner of building at current site: Dianna Zach

Future owner of building, if different than current owner: \_\_\_\_\_

Mark W Meyer

3. To the best of my knowledge, all real estate taxes assessable to the above described property have been paid through the date of this application.

9/17/2021 Lisa Lindsay - Deputy Treasurer  
Date County Treasurer

4. Route to be taken: Windom St south to Fairgrounds

W to Hwy 15 S to 855 Rd E to Centennial Rd  
N to 858 Rd E to 581 Ave N to 859 Rd

5. Date on which building will be moved: \_\_\_\_\_

6. Moving contractor: Self - Mark Meyer

Method: Heritage Homes trailer - pulled by tractor/truck

7. Expected time needed to complete the move: \_\_\_\_\_

8. I herewith agree to have all public utilities properly disconnected to include, but not be limited to shutting off the water at the water main and sealing the sanitary sewer at the point of disconnection with concrete.

a. The bonded contractor that I will have do the excavation necessary to complete this work is Milo Meyer Construction.  
(May require separate digging permit.)

**INSPECTION:** I have inspected the final utility disconnection work relative to this permit, and certify that such work is now complete, or that the building for which this permit is issued does not have any utilities, and disconnection requirements do not apply.

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Building Inspector

9. The new location of the building will be **MORE THAN TWO MILES OUTSIDE OF THE CITY LIMITS OF WAYNE, NEBRASKA (NOT WITHIN ZONING LIMITS)**.

Yes

\_\_\_\_\_  
Applicant's Signature

No

If Yes, skip to Item #13.

If No, continue with Item #10.

10. I/We will move the building to (Legal Description and Address): \_\_\_\_\_

\_\_\_\_\_

11. The building will be used for \_\_\_\_\_

\_\_\_\_\_

12. If the building is relocated within City of Wayne zoning limits, Applicant should attach sufficient evidence to indicate that the building will be remodeled, repaired, or reconstructed to enable it to conform with the general neighborhood, and that the building, when finally moved, will comply with all applicable plumbing, electrical, fire, building, and housing codes and the zoning ordinances of the City of Wayne. **SUCH WORK MAY REQUIRE THAT A BUILDING PERMIT BE SOUGHT UNDER SEPARATE APPLICATION.**

See attached evidence

See attached building plans and building permit application

Estimated cost of repair, remodeling, and construction \$ \_\_\_\_\_.

Permit # \_\_\_\_\_ Issued (Date) \_\_\_\_\_

\_\_\_\_\_

Building Inspector

Permit not necessary.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Building Inspector

13. Permit Fee: \$200.00 -- Primary Structure / \$50 -- Accessory Structure

Cash       Check

Permit Bond (\$10.00 per square foot)

Amount \_\_\_\_\_  Cash       Certified Check

Personal Check (will be cashed)

This permit is issued subject to the owner's/mover's compliance with all building, plumbing, electrical and fire codes, municipal codes, and zoning and subdivision ordinances of the City of Wayne.

All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel provisions of any other state or local law regulating this activity/construction/work or the performance of same.

I hereby certify that I have read and examined this application and know the same to be true and correct.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Contractor

14. Prior to moving of the structure, a pre-move meeting will need to be conducted with the following: Chief of Police, Superintendent of Public Works and Utilities, Property Owner, Moving Contractor, and Building Official.

15. A notice will need to be mailed to all the property owners affected by the move advising them of any trees needing to come down or of any power outages.

**AUTHORIZATION TO PROCEED**

You are hereby authorized to proceed with the work as set forth herein.

\_\_\_\_\_  
Chief Inspector/Planner

\_\_\_\_\_  
Date

**FINAL INSPECTION**

Work under this permit has been completed, and finally inspected.

\_\_\_\_\_  
Chief Inspector/Planner

\_\_\_\_\_  
Date

**AUTHORIZATION TO REFUND BOND**

Provided that all outstanding expenses of the City of Wayne and its utilities/departments which may be applicable to work covered by this permit have been paid, the City Treasurer is hereby requested to refund the permit bond in the amount of \$ \_\_\_\_\_ to the applicant.

\_\_\_\_\_  
Chief Inspector/Planner

\_\_\_\_\_  
Date

## Building Regulations; Construction

sealing the sewer at the point of disconnection with concrete. The Building Inspector shall charge a fee for the permit. The amount of such fee shall be set by the Council, and a schedule of such fee is on file in the City Clerk's office.

(2002 Code, § 18-2) (Ord. 2008-5, passed 4-1-2008) Penalty, see § 150.99

### § 150.03 MOVING BUILDINGS.

(A) *Permit required.*

(1) It shall be unlawful for any person to move, or cause to have moved, any permanent, previously used or otherwise occupied structure greater than 50 square feet including, but not limited to, garages and storage type structures, along or across any road, street or alley, into or within the jurisdiction of the city, except as provided in this chapter. Any person desiring to move any permanent structure, previously-used structure or otherwise occupied structure, including garages and storage type structures, upon, along or across any road, street or alley of the jurisdiction of the city shall make written application to the Building Inspector for a permit to do so.

(2) This section shall not pertain to new designed modular or mobile type structures moved into and/or through the jurisdiction of the city. Buildings and/or structures of 50 square feet or less, determined by exterior measurements of the structure, shall be exempted from this section.

(3) Prior to issuance of a moving permit, the applicant shall provide and state the following to the City Building Inspector:

- (a) A vermin-free certification from a reputable exterminating firm;
- (b) Description of the lot on which the structure is located within the jurisdiction of the city;
- (c) Proof of ownership of the structure;
- (d) A statement of verification that all taxes have been paid at the structure's current location;
- (e) Proposed route of travel of the structure;
- (f) A certified engineer's statement, unless waived by the City Council, that the movement of the structure will in no way have adverse effects upon any road surface or bridge on or along the proposed route within the city jurisdiction;
- (g) Date of the proposed move;
- (h) Proof that the structure will be moved by a licensed and bonded contract mover;

## Wayne - Land Usage

(i) Proof of liability insurance, provided by the moving contractor, in the amount of \$1,000,000;

(j) Estimate of the time required to complete the move;

(k) Written and signed statement indicating the intended use of the structure at the new site;

(l) If within the jurisdiction, a signed statement, attesting that all utilities will be properly disconnected and abandoned as per this code to include, but not be limited to, electrical connections, shutting off the water and properly plugging and sealing all sewer lines back of curb or at right-of-way;

(m) Legal description of the lot the structure will be placed upon;

(n) To-scale drawing depicting the exact location of the structure on the new site or lot, if within the jurisdiction of the city;

(o) A cost of repair, remodel or construction estimate provided by a reputable and practicing construction firm, recognized by the city as an active firm engaged in repair, remodel or new construction;

(p) A certified copy of any and all recorded covenants in place at the new lot location;

(q) An approved building permit, from the city, meeting all the requirements of the adopted Electrical and International Property Maintenance Code in effect at the time of the application;

(r) Copies of approved moving applications from all counties of jurisdiction affected by the move and/or the state, is required; and

(s) A statement from all utility entities that the movement of the structure is acceptable or that a representative of that entity will be present during the move and that the applicant agrees to pay the cost of monitoring and all subsequent related costs pursuant thereto, including, but not limited to, Electrical, Telephone, Gas, Water and the City Street Department.

(4) Prior to issuance of a moving permit, the Building Inspector shall inspect the structure at the present site or location to determine structural soundness of the building to be moved. If evidence of vermin infestation is noted, the applicant shall remove or cause to have removed adjacent interior wall coverings of all vermin-infested areas of the structure, to allow the Building Inspector to determine the extent of damage. A reinspection fee shall be charged as per the schedule outlined in the current Building Code.

(5) (a) Exception: used, previously erected or occupied modular or mobile homes seeking approval to move into or within the city shall meet all of the above conditions, except divisions (A)(3)(a), (b), (f), (h), (i), (l), (n), (o), (p), (q), (r) and (t) above. Upon inspection, the Building Official may require the owner to comply to any or all of the expected divisions listed above, where justified by inspection

## Building Regulations; Construction

results. Appeal of the Building Official's decision shall be presented in writing to the Building Official's office, requesting an appeal to the specific divisions above not accepted by the Building Official, a minimum of ten days prior to the next regularly scheduled City Council meeting.

(b) In addition to the above, once located onsite on a lot in the city, the modular or mobile home owner shall:

1. Close/skirt or underpin the area directly under the unit to the ground, including the tongue or towing apparatus if non-detachable;
2. Construct or otherwise provide a landing at all exterior doors a minimum of three feet in any direction;
3. Construct or otherwise provide a set of steps that meet current Building Code regulations;
4. Where indicated by current Building Code, construct a guard and handrails for the above landing and steps;
5. Install at least one egress window in all bedrooms, per current Building Code requirements;
6. Install GFCI receptacles at all appropriate locations per current NEC requirements;
7. Install minimally battery operated smoke detectors per current Building Code; and
8. Meet all requirements as set forth in § 152.140 of this code, including tongue or towing mechanism removal.

(c) Upon completion of all of the required and stipulated conditions above, the Building Official shall issue an occupancy certificate prior to the owner or tenants occupying the structure. The owner shall not occupy structure until authorized by the Building Official.

(6) Any of the above provisions may be waived upon showing good cause and upon approval by the City Council.  
(2002 Code, § 18-301)

### (B) *Permit fee; bond.*

(1) The application for a moving permit as provided for in division (A) of this section shall be accompanied by the required permit fee, which shall be paid over by the Building Inspector to the City Treasurer, who shall credit the fee to the General Fund.

## Wayne - Land Usage

(2) This section shall not pertain to new designed modular or mobile type structures moved into and/or through the jurisdiction of the city. Buildings and/or structures of 150 square feet or less, determined by exterior measurements of the structure, shall be exempt from this section.

(3) (a) Before the city grants such permits, the applicant shall provide a good and sufficient corporate surety bond or cash bond in the amount determined as follows: \$10 per square foot of the ground floor level of the blueprinted, relocated structure, conditioned that the applicant pay any and all damages which may be sustained by the city, individuals or corporations in connection with such moving, and that all city utilities shall be properly disconnected. The surety or cash bond shall be held by the city until such time as the applicant receives a certificate of occupancy from the jurisdiction according to Building Codes in force at the time of application. Failure to complete or comply with Building Codes in force at the time of application shall give cause for the Council to declare the structure a nuisance. Upon declaration or a nuisance, the Council may require the applicant to forfeit that amount of the bond required to complete the project as blueprinted or cause the structure to be razed by hiring a competent contractor of choice determined by the city.

(b) Additional costs, in excess of the bond amount, to raze or complete the structure as blueprinted shall be levied against the property as judgment against such property as set forth § 150.30 of this code.

(4) Exception: Modular or mobile home units qualifying under division (A) of this section shall pay current fee requirements upon application for a moving permit. In addition to the fee, applicant shall post a cash bond or certified check made payable to the city in the amount of \$300. The cash/check shall be held by the city until an occupancy permit is issued by the Building Official.  
(2002 Code, § 18-302)

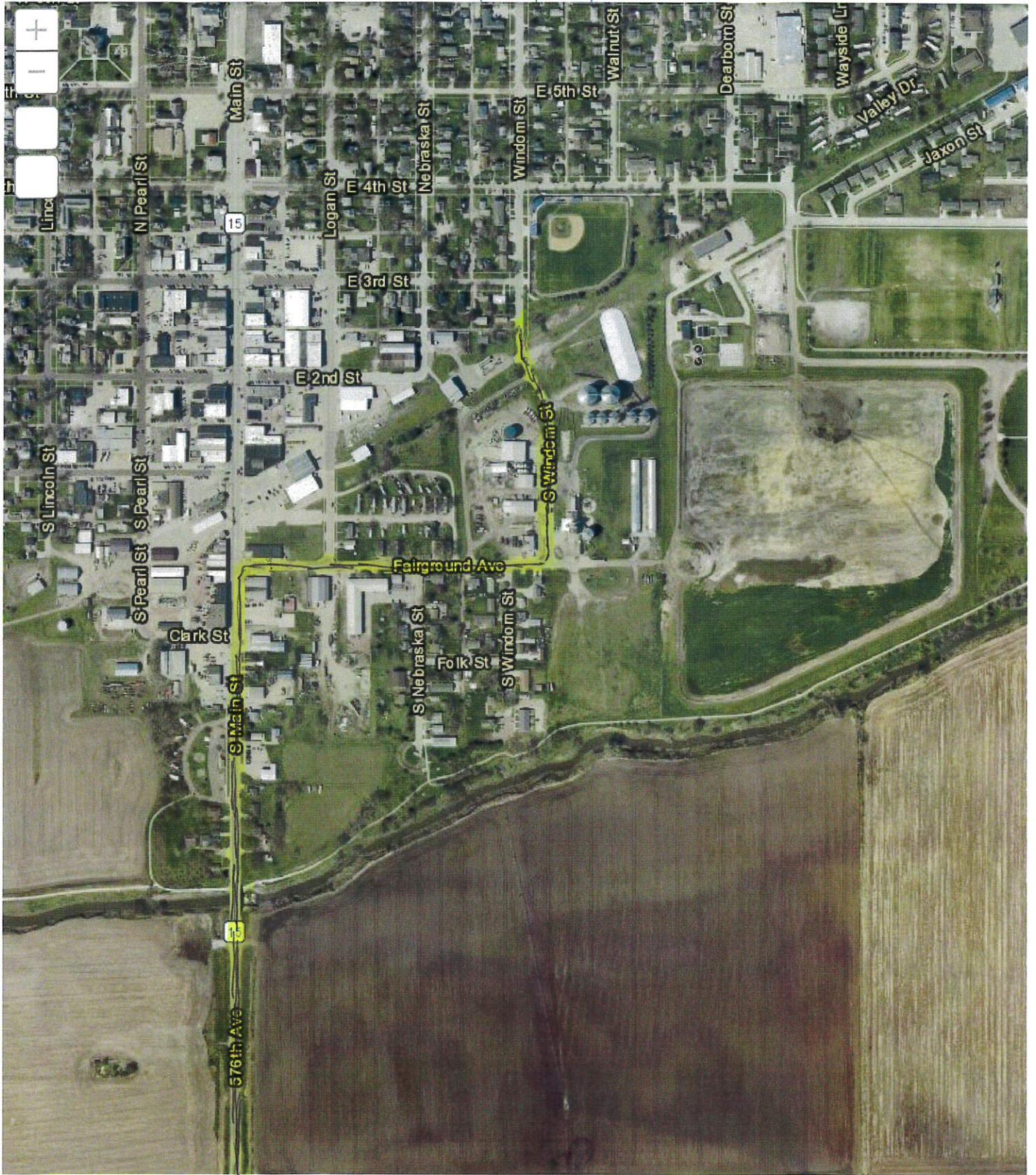
### (C) *Interference with utilities.*

(1) Whenever it shall be necessary for any house mover in moving a building to interfere with any gas mains or telephone or telegraph poles or wires, the house mover shall make satisfactory arrangements with such companies before moving the building.

(2) Whenever the moving of any building necessitates interference with any water main, sewer main, pole or wire that forms a part of the electric distribution system, sewer system or water system of the city, the Building Inspector shall notify the proper city officer or employees to the end that the property of the city may be adequately protected.  
(2002 Code, § 18-303)

(D) *No general permit.* There shall be no permit issued or general permission given to anyone to move buildings at will or generally within the city.  
(2002 Code, § 18-304)

(E) *Penalty.* Violations of this section shall be punishable in accordance with § 10.99. (Ord. 98-20, passed 12-8-1998; Ord. 2000-11, passed 7-25-2000; Ord. 2000-12, passed 7-25-2000; Ord. 2005-10, passed 5-10-2005; Ord. 2013-26, passed 4-16-2013) Penalty, see § 10.99



600ft

-97.012 42.233 Degrees

**RESOLUTION NO. 2021-53**

**A RESOLUTION APPROVING INITIAL COMMUNITY-WIDE TECHNOLOGY OVER-BUILD AGREEMENT BETWEEN THE CITY OF WAYNE AND HUNTEL.NET, INC., D/B/A AMERICAN BROADBAND COMMUNICATIONS, INC.**

WHEREAS, the Wayne City Council is desirous of entering into what is called an “Initial Community-Wide Technology Over-Build Agreement” with HunTel.Net, Inc., d/b/a American Broadband Communications, Inc. (ABB) to provide for the timely and efficient expansion of broadband throughout the entire corporate limits of Wayne; and

WHEREAS, staff recommendation is to approve said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the “Initial Community-Wide Technology Over-Build Agreement” between the City of Wayne and ABB, which is attached hereto, be accepted as recommended, and the Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 21<sup>st</sup> day of September, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**INITIAL COMMUNITY-WIDE  
TECHNOLOGY OVER-BUILD AGREEMENT**

This Agreement is entered into between Huntel.Net, Inc., d/b/a American Broadband (ABB) and the City of Wayne, Nebraska (City).

WHEREAS, ABB desires to construct fiber broadband throughout the corporate limits of the City of Wayne, Nebraska; and

WHEREAS, ABB has a permit to construct fiber broadband throughout the downtown area of City; and

WHEREAS, the City and ABB desire to enter into an agreement that provides for the timely and efficient expansion of broadband throughout the entire corporate limits of City; and

WHEREAS, ABB desires to construct fiber broadband in a grid progression, with each grid being a stand-alone project, with typical grid size being 800 to 1,000 homes or businesses; and

WHEREAS, the City desires to inspect the over-build project to assure any construction complies with City Code and permit standards.

NOW, THEREFORE, BE IT RESOLVED that ABB and the City mutually agree as follows:

1. ABB shall be permitted to construct fiber broadband across all the City grids simultaneously, which will provide for both underground and aerial construction in City's Right-of-Way and Utility Easements;
2. ABB shall pay to City permit fees in the amount of \$600.00 per grid area, for a total of \$1,800.00;
3. ABB shall abide by all state "one-call" laws;
4. ABB agrees potholing of existing utilities will be performed by hand digging or using a hydro-vac in situations where hand-digging is not practical;
5. All soils removed by ABB as part of excavation will be stored on tarps and reused, in an effort to return the site to its original condition;
6. ABB shall remove gravel prior to any alley excavation. Gravel shall be stored and reused post-excavation, in an effort to return the alley to its original condition;
7. Prior to grid start, ABB and the contractor will conduct a pre-construction field briefing within the grid. City's inspector is invited to attend the meeting to provide feedback prior to construction;
8. At the completion of each grid, ABB and City will complete a final inspection and annotate any discrepancies that the contractor must repair;

9. The permit shall be satisfied when both ABB and City are satisfied with repairs;
10. If a discrepancy is found after the final inspection (such as a bad coupler preventing cable pulling), ABB will direct the contractor to repair the discrepancy at ABB's expense;
11. All restoration will be completed to ABB's standards, as well as the City's standards;
12. City inspectors shall be permitted to spot check any subcontractor, at any time, with or without notice, and to provide oversight and feedback; and
13. All the terms and conditions herein contained are contingent upon the signing of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have affixed their signatures on the date specified below.

CITY OF WAYNE, a municipal corporation

By \_\_\_\_\_  
Cale Giese, Mayor

ATTEST:

By \_\_\_\_\_  
Betty A. McGuire, City Clerk

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

HunTel.Net, Inc., d/b/a  
America Broadband Nebraska  
Communications, Inc.

By \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 2021-54**

**A RESOLUTION APPROVING POLE USE AGREEMENT BETWEEN  
THE CITY OF WAYNE AND HUNTEL.NET, INC., D/B/A AMERICAN  
BROADBAND NEBRASKA COMMUNICATIONS, INC.**

WHEREAS, the Wayne City Council is desirous of entering into a "Pole Use Agreement" with HunTel.Net, Inc., d/b/a American Broadband Nebraska Communications, Inc., (ABB) to use the City's utility poles to make attachments of their fiber transmission lines; and

WHEREAS, staff recommendation is to approve said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Pole Use Agreement" between the City of Wayne and ABB, which is attached hereto, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 21<sup>st</sup> day of September, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

## POLE USE AGREEMENT

THIS POLE USE AGREEMENT (the "Agreement") is made and entered into this 21<sup>st</sup> day of September, 2021, by and between the City of Wayne, Nebraska (hereinafter designated as "Licensor") and HunTel.Net, Inc., d/b/a American Broadband Nebraska Communications, Inc., (hereinafter designated as "Licensee").

### WITNESSETH

1. Attachment.

(a) Licensor, for and in consideration of payment of the sum set forth in Paragraph 1(b), herein below, and the covenants hereinafter made by the Licensee, does hereby license the nonexclusive use to Licensee of the following described premises in the City of Wayne, State of Nebraska:

All utility poles owned by Licensor and utility poles owned by third parties to which Licensor is authorized to permit Licensee to make attachment of fiber transmission lines. Licensee shall be permitted to attach messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's system.

(b) Licensee shall pay to Licensor a pole attachment fee calculated as follows:

<u>Period</u>	<u>Rental Fee</u>
December 1, 2019 to November 30, 2023	\$11.00 per pole per year (payable in arrears in quarterly installments)
December 1, 2023 to November 30, 2027	\$12.00 per pole per year (payable arrears in quarterly installments)
December 1, 2027 to End of Lease	Amount to be negotiated

2. Term. The term of this Agreement shall commence on the date hereof and shall terminate on the date the Licensee ceases to operate and maintain the fiber transmission lines.

3. Specifications. Attachments shall at all times be in conformity with accepted modern methods and shall at all times conform to the requirements of the National Electrical Safety Code, 2017 Edition and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

4. Termination. Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party.

5. Pole Placement, Replacement, and Modification. In the event any pole, as currently constructed, to which Licensee desires to make attachments, is unable to support or accommodate said attachments, Licensor will notify Licensee of the necessary work required to accommodate Licensee's attachments, and associated costs. If Licensee elects to go forward with the necessary changes, Licensee

shall pay to Licensor, and any currently existing Licensees, the actual cost of the required work. Work shall be performed by Licensor or Licensor's agents, employees, or contractors. Licensee shall reimburse Licensor for the cost of said work, and Licensor may, at its discretion, require advance payment for the same. If Licensor intends to replace, repair, or modify a pole for any reason, Licensor shall notify Licensee of its intent. Licensee shall be solely responsible for the cost of relocating, removing, reinstalling, or any other costs association with Licensee's attachments.

6. Assignment. Licensee may assign this Agreement, upon written notice to Licensor, to any party to which the City has consented.

7. Liability. Licensor reserves to itself the right to maintain and operate its poles in such manner as will best enable it to fulfill its service requirements. Licensee enters into this contract at its own risk. Licensor shall exercise reasonable precaution to avoid damaging Licensee's communication facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents, or contractors.

8. Indemnification. Licensee, and any agent, contractor or subcontractor of Licensee, shall defend, indemnify, and hold harmless Licensor and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments, and expenses arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents or contractors, of Licensee's Communications Facilities, except to the extent of the District's negligence of willful misconduct giving rise to such covered claims.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective executors, administrators, heirs, legatees, successors and assigns.

10. Laws. This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

11. Amendment. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing duly executed by the parties hereto.

IN WITNESS THEREOF, the parties hereto have hereunto set their hand the day and year first above written.

WITNESSES:

\_\_\_\_\_

LICENSOR:  
CITY OF WAYNE, NEBRASKA

By: \_\_\_\_\_  
Cale Giese, Mayor

LICENSEE:  
HUNTEL.NET, INC. d/b/a  
AMERICAN BROADBAND

\_\_\_\_\_

By: \_\_\_\_\_



Progress Estimate

Contractor's Application

For (Contract):		Pine Heights Road & Utility Improvements, COBG No. 19-PW-017													
Application Period:		7/31/2021 to 9/03/2021													
Application Number:		2													
Application Date:		9/3/2021													
A		B			C			D		E		F		G	
Item No.	Item Description	Contract Information				Total Value of Item (\$)	Previous Quantity Installed	Quantity Installed This Period	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (G - F)	
		Original Contract Quantity	Current Contract Quantity	Units	Unit Price										
<b>GROUP A - PAVING IMPROVEMENTS</b>															
1	Mobilization	1	1	LS	\$12,500.00	\$12,500.00		0.25	\$3,125.00		\$3,125.00	25.0%	\$9,375.00		
2	Temporary Traffic Control Measures	1	1	LS	\$12,500.00	\$12,500.00		1.00	\$12,500.00		\$12,500.00	100.0%			
3	Clearing and Grubbing	1	1	LS	\$5,000.00	\$5,000.00		0.50	\$2,500.00		\$2,500.00	50.0%	\$2,500.00		
4	Remove Tree	4	4	EA	\$1,200.00	\$4,800.00							\$4,800.00		
5	Excavation, Established Quantity	367	367	CY	\$6.00	\$2,202.00							\$2,202.00		
6	Remove Pavement	3,232	3,232	SY	\$6.00	\$19,392.00		1,724.00	\$10,344.00		\$10,344.00	53.3%	\$9,048.00		
7	Remove Concrete Sidewalk	2,445	2,445	SF	\$3.00	\$7,335.00		228.00	\$684.00		\$684.00	9.3%	\$6,651.00		
8	Subgrade Stabilization (Field Approval Required)	1,482	1,482	SY	\$22.00	\$32,604.00							\$32,604.00		
9	8" Concrete Pavement	2,964	2,964	SY	\$70.40	\$208,665.60							\$208,665.60		
10	Steel Reinforcement in Paving	1	1	LS	\$7,000.00	\$7,000.00							\$7,000.00		
11	6" Concrete Driveway	419	419	SY	\$63.80	\$26,732.20							\$26,732.20		
12	5" Concrete Sidewalk	2,785	2,785	SF	\$6.40	\$17,824.00							\$17,824.00		
13	Detectable Warning Panels	48	48	SF	\$24.00	\$1,152.00							\$1,152.00		
14	Silt Fence, Low Porosity	803	803	LF	\$7.00	\$5,621.00		60.00	\$420.00		\$420.00	7.5%	\$5,201.00		
15	Area Inlet Sediment Filter	2	2	EA	\$450.00	\$900.00		2.00	\$900.00		\$900.00	40.0%	\$1,350.00		
16	Curb Inlet Sediment Filter	5	5	EA	\$420.00	\$2,100.00							\$2,100.00		
17	Hydro-Seeding, Fertilizer	93	93	LF	\$12.00	\$1,116.00							\$1,116.00		
18	Remove Fence	83	83	LF	\$24.00	\$1,992.00							\$1,992.00		
19	4" Chain Link Fence	64	64	SF	\$48.00	\$3,072.00							\$3,072.00		
20	Modular Block Retaining Wall					\$376,865.80			\$30,473.00		\$30,473.00	8.1%	\$346,392.80		
<b>Group A Subtotal</b>															
<b>GROUP B - STORM SEWER IMPROVEMENTS</b>															
1	Mobilization	1	1	LS	\$12,500.00	\$12,500.00							\$12,500.00		
2	Square Manhole Frame & Cover	2	2	EA	\$1,870.00	\$3,740.00							\$3,740.00		
3	18" Round Equivalent (RE) RCP, Class III	62	62	LF	\$72.60	\$4,501.20							\$4,501.20		
4	Storm Sewer Tap, 18"	1	1	EA	\$500.00	\$500.00							\$500.00		
5	Modified Manhole Top with Ring & Cover	1	1	EA	\$3,500.00	\$3,500.00							\$3,500.00		
6	Curb Inlet (4'-8")	2	2	EA	\$4,550.00	\$9,100.00				\$2,640.00	\$2,640.00	29.0%	\$6,460.00		
7	4" PVC Drain Pipe	26	26	LF	\$36.00	\$936.00				\$2,640.00	\$2,640.00	7.6%	\$936.00		
<b>Group B Subtotal</b>						\$34,777.20							\$32,137.20		
<b>GROUP C - WATER MAIN IMPROVEMENTS</b>															
1	Mobilization	1	1	LS	\$12,500.00	\$12,500.00		0.50	\$12,500.00		\$12,500.00	100.0%			
2	8" PVC Water Main, DR 18	996	996	LF	\$59.70	\$59,461.20	300.00	403.00	\$41,969.10		\$41,969.10	76.1%	\$14,204.13		
3	Connect to Existing Water Main	5	5	EA	\$1,010.00	\$5,050.00		3.00	\$3,030.00	\$602.04	\$3,632.04	70.9%	\$1,399.96		
4	8" 45' Bend, MJR	10	10	EA	\$588.00	\$5,880.00		8.00	\$4,704.00	\$1,155.62	\$5,859.62	82.0%	\$1,060.38		
5	8" 22.5' Bend, MJR	4	4	EA	\$558.00	\$2,232.00		4.00	\$2,232.00		\$2,232.00	100.0%			
6	8" 90' Bend, MJR	1	1	EA	\$558.00	\$558.00							\$558.00		
7	8" x 6" x 8" Tee, MJR	2	2	EA	\$693.00	\$1,386.00		1.00	\$693.00	\$87.31	\$780.31	56.3%	\$605.69		
8	8" x 8" x 8" Tee, MJR	5	5	EA	\$927.00	\$4,635.00		2.00	\$1,854.00	\$316.14	\$2,170.14	46.8%	\$2,464.86		
9	8" x 6" Reducer, MJR	3	3	EA	\$417.00	\$1,251.00		2.00	\$834.00	\$40.84	\$874.84	69.9%	\$376.16		
10	8" x 4" Reducer, MJR	1	1	EA	\$426.00	\$426.00							\$426.00		
11	8" Gate Valve and Box, MJR	8	8	EA	\$2,882.50	\$23,060.00		5.00	\$12,912.50	\$2,779.74	\$15,692.24	76.0%	\$4,967.76		
12	1" PE Water Service (SDR 7)	307	307	LF	\$31.12	\$9,553.84		260.00	\$8,091.20	\$48.60	\$8,139.80	85.2%	\$1,414.04		
13	8" x 1" Saddle	11	11	EA	\$360.00	\$3,960.00		11.00	\$3,960.00		\$3,960.00	100.0%			

**Progress Estimate**

**Contractor's Application**

For (Contract):		Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017														
Application Period:		7/31/2021 to 9/03/2021														
Application Number:		2														
Application Date:		9/3/2021														
Item		Contract Information														
Item No.	Description	Original Contract Quantity	Current Contract Quantity	Units	Unit Price	Total Value of Item (\$)	Previous Quantity Installed	Quantity Installed This Period	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (F - G)		
14	1" Corporation Stop	11	11	EA	\$444.00	\$4,884.00		11.00	11.00	\$4,884.00		\$4,884.00	100.0%			
15	1" Curb Stop and Box	11	11	EA	\$978.00	\$10,758.00		11.00	11.00	\$10,758.00		\$10,758.00	100.0%			
16	Connect Existing Water Service	11	11	EA	\$432.00	\$4,752.00		11.00	11.00	\$4,752.00		\$4,752.00	100.0%			
17	Remove Existing Fire Hydrants	2	2	EA	\$1,550.00	\$3,100.00		1.00	1.00	\$1,550.00		\$1,550.00	50.0%	\$1,550.00		
18	Tunnel Water Services	8	8	LF	\$600.00	\$4,800.00								\$4,800.00		
19	Remove Valve Boxes	4	4	EA	\$550.00	\$2,200.00		2.00	2.00	\$1,100.00		\$1,100.00	50.0%	\$1,100.00		
<b>Group C Subtotal</b>						<b>\$158,502.04</b>						<b>\$123,375.06</b>	<b>77.8%</b>	<b>\$35,126.98</b>		
<b>GROUP C1 - WATER MAIN IMPROVEMENTS</b>																
1	6" Fire Hydrant Assembly	2	2	EA	\$6,578.33	\$13,156.66		1.00	1.00	\$6,578.33		\$9,576.50	72.8%	\$3,580.16		
<b>GROUP D - SANITARY SEWER IMPROVEMENTS</b>																
1	Mobilization	1	1	LS	\$12,500.00	\$12,500.00		0.50	0.50	\$6,250.00		\$6,250.00	50.0%	\$6,250.00		
2	Remove Sanitary Sewer Manholes	3	3	EA	\$3,500.00	\$10,500.00		1.00	1.00	\$3,500.00		\$3,500.00	33.3%	\$7,000.00		
3	48" Dia. Concrete Manhole	66.9	66.9	VF	\$503.76	\$33,701.54		24.70	24.70	\$12,442.87		\$14,161.79	42.0%	\$19,539.75		
4	8" PVC Sanitary Sewer Main, SDR 26	710	710	LF	\$71.40	\$50,694.00		373.00	373.00	\$26,632.20		\$28,367.34	56.0%	\$22,326.66		
5	Connect to Existing Sanitary Sewer Main	4	4	EA	\$456.00	\$1,824.00		2.00	2.00	\$912.00		\$1,150.21	63.1%	\$673.79		
6	4" PVC Sanitary Sewer Service, SDR 26	337	337	LF	\$46.50	\$15,670.50		240.00	240.00	\$11,160.00		\$11,300.78	72.1%	\$4,369.72		
7	8" x 4" Wye, PVC	11	11	EA	\$440.00	\$4,840.00		8.00	8.00	\$3,520.00		\$3,699.47	76.4%	\$1,140.53		
8	4" x 4.5 Bend, PVC	11	11	EA	\$704.00	\$7,744.00		8.00	8.00	\$5,632.00		\$5,674.53	73.3%	\$2,069.47		
9	Connect Existing Sewer Service	11	11	EA	\$764.00	\$8,404.00		8.00	8.00	\$2,112.00		\$2,189.46	25.4%	\$6,221.54		
10	Plug and Abandon Existing Sewer Main	3	3	EA	\$800.00	\$2,400.00						\$41.50	1.7%	\$2,358.50		
<b>Group D Subtotal</b>						<b>\$145,778.04</b>						<b>\$76,335.08</b>	<b>53.5%</b>	<b>\$66,442.96</b>		
<b>Totals</b>																
												<b>\$225,309.20</b>	<b>\$17,090.44</b>	<b>\$242,399.64</b>	<b>33.4%</b>	<b>\$483,660.10</b>

**Stored Material Summary**

**Contractor's Application**

A		B		C		D		E		F		G	
Item No.	Supplier Invoice No.	Submital No. (with Specification section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Stored Previously Amount (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$)	(D + E + F)	
<b>GROUP B - STORM SEWER IMPROVEMENTS</b>													
6	111NY0009947		OnSite/Yard	Curb Inlet (Y=8") - Inlet Tops	7/2021	\$2,640.00		\$2,640.00			\$2,640.00		\$2,640.00
<b>GROUP C - WATER MAIN IMPROVEMENTS</b>													
2	0804847-IN		OnSite/Yard	8" PVC Water Main, DR 18	7/2021	\$11,003.76		\$11,003.76	9/2021	\$7,812.67	\$3,191.09		\$3,191.09
2	0804885-IN		OnSite/Yard	8" PVC Water Main, DR 18	7/2021	\$225.33		\$225.33	9/2021	\$159.98	\$65.35		\$65.35
2	0804883-IN		OnSite/Yard	8" PVC Water Main, DR 18	7/2021	\$108.75		\$108.75	9/2021	\$77.21	\$31.54		\$31.54
3	0804847-IN		OnSite/Yard	Connect to Existing Water Main	7/2021	\$890.88		\$890.88	9/2021	\$534.53	\$356.35		\$356.35
3	0804883-IN		OnSite/Yard	Connect to Existing Water Main	7/2021	\$614.21		\$614.21	9/2021	\$368.53	\$245.68		\$245.68
4	0804847-IN		OnSite/Yard	8" 45° Bend, MJR	7/2021	\$578.10		\$578.10	9/2021	\$462.48	\$115.62		\$115.62
5	0804847-IN		OnSite/Yard	8" 22.5° Bend, MRI	7/2021	\$225.20		\$225.20	9/2021	\$225.20			
5	0804883-IN		OnSite/Yard	8" 22.5° Bend, MRI	7/2021	\$274.00		\$274.00	9/2021	\$274.00			
7	0804847-IN		OnSite/Yard	8" x 6" x 8" Tee, MJR	7/2021	\$174.62		\$174.62	9/2021	\$87.31	\$87.31		\$87.31
8	0804847-IN		OnSite/Yard	8" x 8" x 8" Tee, MJR	7/2021	\$526.90		\$526.90	9/2021	\$210.76	\$316.14		\$316.14
9	0804847-IN		OnSite/Yard	8" x 6" Reducer, MJR	7/2021	\$123.75		\$123.75	9/2021	\$82.91	\$40.84		\$40.84
11	0804847-IN		OnSite/Yard	8" Gate Valve and Box, MJR - (8 valve boxes and adppts.)	7/2021	\$7,412.64		\$7,412.64	9/2021	\$4,632.90	\$2,779.74		\$2,779.74
12	0804847-IN		OnSite/Yard	1" PE Water Service (SDR 7)	7/2021	\$324.00		\$324.00	9/2021	\$275.40	\$48.60		\$48.60
13	0804847-IN		OnSite/Yard	8" x 1" Saddle	7/2021	\$332.80		\$332.80	9/2021	\$332.80			
14	0804847-IN		OnSite/Yard	1" Corporation Stop	7/2021	\$1,356.74		\$1,356.74	9/2021	\$1,356.74			
15	0804847-IN		OnSite/Yard	1" Curb Stop and Box	7/2021	\$2,555.96		\$2,555.96	9/2021	\$2,555.96			
<b>GROUP C1 - WATER MAIN IMPROVEMENTS</b>													
1	0804847-IN		OnSite/Yard	6" Fire Hydrant Assembly	7/2021	\$5,598.84		\$5,598.84	9/2021	\$2,799.42	\$2,799.42		\$2,799.42
1	0804888-IN		OnSite/Yard	6" Fire Hydrant Assembly	7/2021	\$397.50		\$397.50	9/2021	\$198.75	\$198.75		\$198.75
<b>GROUP D - SANITARY SEWER IMPROVEMENTS</b>													
3	0804885-IN		OnSite/Yard	48" Dia. Concrete Manhole	7/2021	\$2,728.44		\$2,728.44	9/2021	\$1,009.52	\$1,718.92		\$1,718.92
4	0804847-IN		OnSite/Yard	8" PVC Sanitary Sewer Main, SDR 26	7/2021	\$3,614.88		\$3,614.88	9/2021	\$1,879.74	\$1,735.14		\$1,735.14
5	0804847-IN		OnSite/Yard	Connect to Existing Sanitary Sewer Main	7/2021	\$476.42		\$476.42	9/2021	\$238.21	\$238.21		\$238.21
6	0804847-IN		OnSite/Yard	4" PVC Sanitary Sewer Service, SDR 26	7/2021	\$485.46		\$485.46	9/2021	\$344.68	\$140.78		\$140.78
7	0804847-IN		OnSite/Yard	8" x 4" Wye, PVC	7/2021	\$664.70		\$664.70	9/2021	\$485.23	\$179.47		\$179.47
8	0804847-IN		OnSite/Yard	4" x 45 Bend, PVC	7/2021	\$157.52		\$157.52	9/2021	\$114.99	\$42.53		\$42.53
9	0804847-IN		OnSite/Yard	Connect Existing Sewer Service	7/2021	\$286.88		\$286.88	9/2021	\$209.42	\$77.46		\$77.46
10	0804847-IN		OnSite/Yard	Plug and Abandon Existing Sewer Main	7/2021	\$41.50		\$41.50	9/2021	\$41.50			\$41.50
								<b>Totals</b>			<b>\$43,819.78</b>		<b>\$43,819.78</b>
											<b>\$26,729.34</b>		<b>\$26,729.34</b>

For (Contract): Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017  
 Application Number: 2  
 Application Period: 7/31/2021 to 9/03/2021  
 Application Date: 9/3/2021

**CERTIFICATE OF EXTENDED WARRANTY PERIOD FOR CORRECTIVE ACTION**

---

Owner:	City of Wayne, Nebraska	Owner's Contract No.:	M-617(117)
Contractor:	Robert Woehler & Sons Construction	Contractor's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	180975.00
Project:	2019 Nebraska Street Improvements, CDBG No. 16-CD-208	Contract Name:	2019 Nebraska Street Improvements, CDBG No. 16-CD-208

---

**This Certificate of Extended Warranty is required for and applies to the following Work found to be not acceptable and or requiring further monitoring in accordance with the Contract Documents through October 8, 2022:**

1. Seeding at the following locations have not achieved an acceptable growth of vegetation and require re-seeding or over-seeding of these areas prior to September 15, 2021; 608 Nebraska Street (Station 117+50, LT) and 614 Nebraska Street (Station 118+50, LT).
2. Pavement cracking has occurred along Nebraska Street from south of 5th Street to north of 6th Street (~Station 112+00 to 117+75) and requires routing and sealing. Further monitoring and review of pavement cracking will be required through October 8, 2022, before final determination of corrective action and concrete panel replacement.
  - a. Additional pavement cracking has occurred following previous routing and sealing completed. Contractor shall route and seal all additional pavement cracking prior to October 15, 2021.
3. The ring and cover for Storm Sewer Manhole No. 5 (Sta. 105+66, CL) was initially set low and not matching the top of concrete pavement surface. Grinding of concrete at a 45° angle was completed to help prevent future chipping and damage to pavement surface but to be monitored over 1-year warranty period. Additional chipping and or spalling has occurred requiring a 5 ft. by 5 ft. pavement area to be removed, manhole ring and cover adjusted to grade, and concrete paved with reinforcing steel per Detail 4-1 on Sheet D1.1 prior to November 1, 2021.

The Work or portion thereof designated above to which this Extended Warranty Period applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be requiring further monitoring and corrective action in accordance with contractual responsibilities by the Contract.

The list of items designated above may not be all-inclusive, and the failure to include any items on the list does not alter the responsibility of the Contractor to complete all Corrective Work applicable to the above items and or additional items identified during monitoring over the Extended Warranty Period.

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. Contractual responsibilities recorded in this Certificate are hereby mutually agreed upon by Owner and Contractor and amended as follows:

Amendments to Owner's responsibilities:

- None  
 As follows:

Amendments to Contractor's responsibilities:

- None  
 As follows:

Extended Warranty Period through October 8, 2022, for items identified above. Contractor shall provide Certificate of Insurance and Payment and Performance Bonds through Extended Warranty Period.

**CERTIFICATE OF EXTENDED WARRANTY PERIOD FOR CORRECTIVE ACTION**

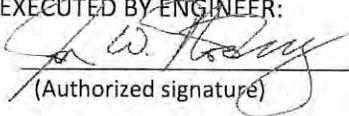
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Owner:	City of Wayne, Nebraska	Owner's Contract No.:	M-617(117)
Contractor:	Robert Woehler & Sons Construction	Contractor's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	180975.00
Project:	2019 Nebraska Street Improvements, CDBG No. 16-CD-208	Contract Name:	2019 Nebraska Street Improvements, CDBG No. 16-CD-208

---

This Certificate for Extended Warranty Period 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 Corrective Work in accordance with the Contract.

---

<b>EXECUTED BY ENGINEER:</b>		<b>RECEIVED:</b>		<b>RECEIVED:</b>	
By:	 (Authorized signature)	By:	_____	By:	_____
Title:	<i>Project Manager</i>	Title:	_____	Title:	_____
Date:	<i>8/26/2021</i>	Date:	_____	Date:	_____







**Betty McGuire - Fwd: [External] RW Sons Re: Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements**

---

**From:** Wes Blecke  
**To:** Betty McGuire  
**Date:** 9/14/2021 3:58 PM  
**Subject:** Fwd: [External] RW Sons Re: Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements  
**Attachments:** 2021.09.03 JEO-ResponseToRWSons\_ExtendedWarranty-CorrectiveAction.pdf

---

>>> BJ Woehler <b\_j\_woehler@hotmail.com> 9/14/2021 3:57 PM >>>

Jon

Here is the price I got back for the entire project.

If you can estimate the amount of work, you would like covered it would be less?

Based on a contract value of \$1,235,665, the cost for an additional year of warranty would be \$2,123.

The rate is First \$100,000 @ \$2.50 per thousand, Next \$400,000 @ \$2.25 per thousand, Balance @ \$2.00 per thousand per year.

Let me know if you have any questions or need anything else.

Thanks

Bj

Sent from [Outlook](#)

---

**From:** Jon Mooberry <jmooberry@jeo.com>  
**Sent:** Friday, September 3, 2021 4:03 PM  
**To:** BJ Woehler <b\_j\_woehler@hotmail.com>  
**Cc:** Wes Blecke (wblecke@cityofwayne.org) <wblecke@cityofwayne.org>; Joel Hansen <jhansen@cityofwayne.org>; Joe Stoos <joe@steve-harris-construction.com>; amymillerlaw@gmail.com <amymillerlaw@gmail.com>  
**Subject:** RE: Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements

BJ,

Please see the attached letter in response to below email and letter regarding this matter.

Thanks,

**Jon Mooberry, PE**

o: [402.443.7487](tel:402.443.7487) | m: [402.405.4772](tel:402.405.4772)

JEO Consulting Group

**From:** BJ Woehler <[b\\_j\\_woehler@hotmail.com](mailto:b_j_woehler@hotmail.com)>

**Sent:** Wednesday, September 1, 2021 3:35 PM

**To:** Jon Mooberry <[jmooberry@jeo.com](mailto:jmooberry@jeo.com)>

**Cc:** Wes Blecke ([wblecke@cityofwayne.org](mailto:wblecke@cityofwayne.org)) <[wblecke@cityofwayne.org](mailto:wblecke@cityofwayne.org)>; Joel Hansen <[jhansen@cityofwayne.org](mailto:jhansen@cityofwayne.org)>; Joe Stoos <[joe@steve-harris-construction.com](mailto:joe@steve-harris-construction.com)>

**Subject:** Re: Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements  
Jon

We plan to do the final warranty work listed but see attached letter in regards to extending the warranty.

Let me know if you have any questions or meet before council

Thanks

Bj

Sent from [Outlook](#)

---

**From:** Jon Mooberry <[jmooberry@jeo.com](mailto:jmooberry@jeo.com)>

**Sent:** Thursday, August 26, 2021 2:37 PM

**To:** BJ Woehler <[b\\_j\\_woehler@hotmail.com](mailto:b_j_woehler@hotmail.com)>

**Cc:** Wes Blecke ([wblecke@cityofwayne.org](mailto:wblecke@cityofwayne.org)) <[wblecke@cityofwayne.org](mailto:wblecke@cityofwayne.org)>; Joel Hansen <[jhansen@cityofwayne.org](mailto:jhansen@cityofwayne.org)>

**Subject:** Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements  
BJ,

An extended warranty period is required for work found not acceptable during 1-year warranty period, as previously notified. Please review the attached Certificate of Extended Warranty Period for monitoring and corrective actions. Pictures identifying pavement cracking and manhole adjustment can be download here; [PDF 2021.08.13 Photos-Warranty-CorrectiveAction.pdf](#). Sign and return to Wes and myself by next Wednesday, 9/1. Certificate is to be placed on Council agenda for approval on 9/7/2021.

Thanks,

**Jon Mooberry** | *Transportation Senior Project Manager*

o: [402.443.7487](tel:402.443.7487) | m: [402.405.4772](tel:402.405.4772) | e: [jmooberry@jeo.com](mailto:jmooberry@jeo.com)

JEO Consulting Group | 1937 N Chestnut St | Wahoo, NE 68066





September 3, 2021

Robert Woehler & Sons Construction  
Attn: BJ Woehler  
123 Fairgrounds Avenue  
Wayne, NE 68787

RE: Certificate of Extended Warranty Period  
Wayne 2019 Nebraska Street Improvements Project  
JEO No. 180975.00

Dear BJ:

In follow up to Robert Woehler & Sons letter and email on 9/1/2021 regarding extended project warranty, below is our response to your request for a six-month warranty period and payment of extension of bonds:

1. A 12-month extended warranty period through 10/8/2022 will be required for further monitoring and evaluation of random cracking that is occurring.
2. Regarding payment for costs associated with the extension of payment and performance bonds, please provide those costs for coverage of random pavement cracking identified and occurring over the portion of Nebraska Street between 4<sup>th</sup> Street and 7<sup>th</sup> Street. Additional payment and performance bond costs, as well as the Certificate of Extended Warranty Period, will be provided to the City for review by Council on 9/21/2021.

Sincerely,

A handwritten signature in blue ink that reads "Jon W. Mooberry".

Jon Mooberry, PE  
Project Engineer

JWM:skw

pc: City of Wayne (via email) – Wes Blecke, Joel Hansen, Amy Miller

**Betty McGuire - Fwd: Re: [External] Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements**

---

**From:** Wes Blecke  
**To:** Betty McGuire  
**Date:** 9/16/2021 8:37 AM  
**Subject:** Fwd: Re: [External] Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements  
**Attachments:** RwSonsWayneNEStWarranty9-1-21.pdf

---

>>> BJ Woehler <b\_j\_woehler@hotmail.com> 9/1/2021 3:35 PM >>>

Jon

We plan to do the final warranty work listed but see attached letter in regards to extending the warranty.

Let me know if you have any questions or meet before council

Thanks

Bj

Sent from [Outlook](#)

---

**From:** Jon Mooberry <jmooberry@jeo.com>  
**Sent:** Thursday, August 26, 2021 2:37 PM  
**To:** BJ Woehler <b\_j\_woehler@hotmail.com>  
**Cc:** Wes Blecke (wblecke@cityofwayne.org) <wblecke@cityofwayne.org>; Joel Hansen <jhansen@cityofwayne.org>  
**Subject:** Certificate of Extended Warranty Period - Wayne Nebraska Street Improvements

BJ,

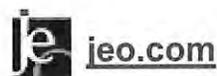
An extended warranty period is required for work found not acceptable during 1-year warranty period, as previously notified. Please review the attached Certificate of Extended Warranty Period for monitoring and corrective actions. Pictures identifying pavement cracking and manhole adjustment can be download here; [Photos](#) [2021.08.13 Photos-Warranty-CorrectiveAction.pdf](#). Sign and return to Wes and myself by next Wednesday, 9/1. Certificate is to be placed on Council agenda for approval on 9/7/2021.

Thanks,

**Jon Mooberry** | *Transportation Senior Project Manager*

o: [402.443.7487](tel:402.443.7487) | m: [402.405.4772](tel:402.405.4772) | e: [jmooberry@jeo.com](mailto:jmooberry@jeo.com)

JEO Consulting Group | 1937 N Chestnut St | Wahoo, NE 68066





## Robert Woehler & Sons Construction, Inc.

123 Fairgrounds Ave.  
Wayne NE 68787

Phone: 402-375-3744  
Fax: 402-833-5363

Jon Mooberry  
Transportation Senior Project Manager  
JEO Consulting Group  
1937 N Chestnut Street  
Wahoo, NE 68066  
[jmooberry@jeo.com](mailto:jmooberry@jeo.com)

Re: Certificate of Extended Warranty – Wayne, Nebraska Street  
Improvements

Dear Jon,

I'm writing in response to your email from August 26, 2021, regarding the certificate of extended warranty. I believe that the extended warranty is appropriate as written, however, Robert Woehler & Sons is requesting payment for the extension of the payment and performance bonds. I am in the process of getting you those costs, however, those cost should be minimal. Further, in order to reduce the bond costs, we are requesting that the extended warranty be for a period of six months as opposed to twelve months with a limited scope/price.

Further, Robert Woehler & Sons would like to note that concerns have been raised by its subcontractor that the cracking issue may be related to design or engineering problem rather than defective workmanship. As you know, all compaction tests passed inspection and the concrete met project specifications. While the cause of the cracking is unknown at this time, our paving subcontractor believes that cracking may be due to the layout of the control joints. The control joints were installed in accordance with the project specifications. In addition, the original geotechnical report suggested that the subgrade required stabilization through the addition of crushed stone and flyash. The City and its engineer removed the subgrade stabilization from the project specifications, despite the recommendations of the geotechnical engineer they hired.

In that regard and at the request of the paving subcontractor, Robert Woehler & Sons reserves its claims that the cracking may be related to design. Should portions of the slab need replaced during the extended warranty and if it is determined that the cracking was not due to contractor errors or workmanship, Robert Woehler & Sons will seek to be paid by the City for any remedial work.

Please respond at your earliest convenience concerning your position on issuing a change order for the additional bond costs. Feel free to call if you have any questions.

Sincerely,



B. J. Woehler  
Robert Woehler & Sons Construction, Inc.  
Secretary  
Cell: 402-369-0049  
[b\\_j\\_woehler@hotmail.com](mailto:b_j_woehler@hotmail.com)

cc: City of Wayne  
[wblecke@cityofwayne.org](mailto:wblecke@cityofwayne.org)  
[jhansen@cityofwayne.org](mailto:jhansen@cityofwayne.org)  
[joe@steve-harris.com](mailto:joe@steve-harris.com)

**Betty McGuire - Fwd: [External] Geotech Investigation - Wayne Nebraska Street Project Random Cracking Issue**

---

**From:** Wes Blecke  
**To:** Cale Giese; Betty McGuire  
**Date:** 9/14/2021 4:25 PM  
**Subject:** Fwd: [External] Geotech Investigation - Wayne Nebraska Street Project Random Cracking Issue  
**Attachments:** 5730 Wayne Nebraska Street Subgrade Evaluation.pdf

>>> Jon Mooberry <jmooberry@jeo.com> 9/14/2021 8:54 AM >>>  
Wes,

Attached is CTS's proposal for the Geotech evaluation of subgrade and soils pertaining to random pavement cracking issue. The total lump sum cost is \$4,500. I have instructed CTS to go ahead and complete the evaluation this week in preparation for the meeting next Tuesday. CTS's contract will be with City as previously. If you do not have any questions with this, please forward to Betty to be placed on the agenda for Council approval next Tuesday. I have not copied Betty on this email. Let me know if you need anything further from us at this time.

Thanks,

**Jon Mooberry, PE**

o: [402.443.7487](tel:402.443.7487) | m: [402.405.4772](tel:402.405.4772)

JEO Consulting Group

**RESOLUTION NO. 2021-55**

**A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR PAVEMENT SUBGRADE EVALUATION TESTING SERVICES FOR THE “2019 NEBRASKA STREET IMPROVEMENTS PROJECT.”**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with Certified Testing Services, Inc., to perform an evaluation of the pavement subgrade for the “2019 Nebraska Street Improvements Project;” and

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

WHEREAS, Certified Testing Services, Inc., based on the scope of work outlined in the proposal, proposes to perform said services for a lump sum fee of \$4,500; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal for pavement subgrade evaluation testing services for the “2019 Nebraska Street Improvements 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 21<sup>st</sup> day of September, 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

September 14, 2021

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

RE: Geotechnical Exploration Services  
Pavement Subgrade Evaluation  
Nebraska Street  
Wayne, Nebraska  
CTS Proposal No. 5730

Dear Mr. Blecke,

### Introduction

Certified Testing Services, Inc. is pleased to submit this proposal to perform an evaluation of the pavement subgrade 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 information in various emails as well as during a meeting at the site on September 10, 2021. Mr. Blake Eisenmann of JEO Consulting Group Inc. provided additional information in various emails. An email on September 3, 2021, from Mr. Mooberry included a set of project plans. CTS understands that the pavement was placed in June and September of 2020 and cracks in the pavement were observed in May 2021. It is also understood that the pavement cracks are present mainly between Stations 112+00 and 117+75, which was poured in September 2020. It is further understood that the pavement cracks were routed and sealed after they were discovered.

### Scope of Work

Based on the information provided, discussions with Mr. Mooberry and the site visit, CTS is proposing to core the pavement at seven locations over the top of the storm sewer and perform continuous sample borings to depths of 2 foot above the top of the storm sewer and at seven locations near the curb adjacent to the borings over the storm sewer with continuous sample borings to depths of 5 feet below the existing grade.

At the completion of the fieldwork, the borings will be backfilled with existing on-site material and patched with concrete and samples collected in the field will be transported to the laboratory and tested to determine the materials' properties. Our laboratory testing includes moisture content tests and dry density tests. 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 area and will be presented in a report.

Items that will be addressed in the report will include a review of field and laboratory test procedures and our opinion on the potential cause of the pavement cracking.

The scope of services is based on the public utilities being located by CTS through the Nebraska One Call Service and the boring locations being accessible to a truck mounted drill rig. **It should be noted that the Nebraska One Call Service will not locate private utilities. The City of Wayne should make CTS aware of all private utilities that the Nebraska One Call Service will not locate. 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 \$4,500.00. Our lump sum costs include two hard copies and an electronic copy of the final report. It is further proposed to perform the work in accordance with the attached CTS "General Conditions".

Standby time required due to access problems and problems caused by conditions outside of CTS's control would also be charged in addition to the lump sum amount.

Our lump sum fee covers the activity required to present our findings in a report form. Our lump sum fee includes up to one hour of engineering services for the review of applicable 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 three working days, if weather and site conditions allow. CTS's written report would be completed within five working days of completion of the fieldwork. Working days are Monday through Friday with the exception of holidays.

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

City of Wayne  
September 14, 2021  
CTS Proposal Number 5730  
Page 4 of 8

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.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



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



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

JAB/MRD/md

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

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

**SCHEDULE OF SERVICES AND FEES**

<b><u>Field Services</u></b>	<b><u>Unit</u></b>	<b><u>Unit Fees</u></b>
Mobilization, Drill Rig and Crew	Per Mile	\$3.75
Mobilization, Crew and Pickup	Per Mile	2.50
Drilling	Per Foot	11.00
Sampling	Each	10.00
Coring and Patching	Each	50.00
Standby	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	68.00
Crew Chief	Hour	78.00
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

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

### SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies 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 waves 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 on 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

**ORDINANCE NO. 2021-13**

**AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE CONTRACT WITH BIG RIVERS ELECTRIC CORPORATION.**

WHEREAS, the City of Wayne is a political subdivision of the State of Nebraska providing retail electric service to its residents; and

WHEREAS, Big Rivers Electric Corporation (BREC) is a Kentucky electric generation and transmission cooperative, organized and existing under the laws of the Commonwealth of Kentucky; and

WHEREAS, the City of Wayne previously entered into the Market Based Rate Partial and Full Requirements Agreement, dated as of December 20, 2013, as amended by Amendment No. 1, by and between the parties, dated as of June 11, 2014, and by Amendment No. 2, by and between the parties, dated as of April 24, 2017, and by Amendment No. 3 by and between the parties, dated as of January 15, 2019; and

WHEREAS, it is necessary to amend said contract, as outlined in Section II. Amendments to the PPA, for the life of its power contract per Amendment No. 4.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Amendment No. 4 to the Contract between BREC and the City of Wayne is hereby approved, and the Mayor is hereby authorized to execute said Amendment on behalf of the City.

PASSED AND APPROVED this 21<sup>st</sup> day of September, 2021.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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