

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
October 19, 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 – October 5, 2021](#)
4. [Approval of Claims](#)
5. [Action on Certificate of Extended Warranty Period for Corrective Action on the “2019 Nebraska Street Improvements Project” \(Robert Woehler & Sons Construction\) – Jon Mooberry, JEO Consulting Group, Inc.](#)

Background: This Certificate will provide for an extended warranty period through July 8, 2022, for the items identified therein. In addition, the contractor shall provide the necessary Certificate of Insurance and Payment and Performance Bonds through the extended warranty period.

6. [Action on Change Order No. 1 for Myers Construction, Inc., for the “Pine Heights Road & Utility Improvements Project - CDBG No. 19-PW-017” — Extend Substantial and Final Completion Dates to November 5, 2021 and November 19, 2021 respectively](#)

Background: Jon Mooberry with JEO Consulting Group will be present to discuss this Change Order. Please refer to the letter from Myers Construction that is in the packet for more information.

7. [Resolution 2021-61: Accepting Proposal of Olsson for engineering design services for the “Chicago Street and Storm Sewer and Paving Project”](#)

Background: Three proposals were received regarding engineering design services for this project. Staff has reviewed the same and is recommending that the project be given to Olsson for \$32,600 for engineering design services. The other two proposals received were from ACES - \$36,000 and JEO Consulting Group - \$51,070.

8. [Resolution 2021-62: Approving Second Community-Wide Blanket Construction Permit Agreement between the City of Wayne and Black Hills Nebraska Gas, LLC, d/b/a Black Hills Energy](#)

Background: Black Hills now would like to move into the southeast quadrant of Wayne. This is the same resolution and agreement that was approved last spring when they were in the northeast quadrant of Wayne which was considered their first phase. The previous blanket permit was just for that first phase project.

9. [Discussion and possible action on cost-sharing with the Wayne Country Club the installation costs of new pump on Well No. 6 for irrigation purposes](#)

Background: Well No. 6 (on West 21st Street) has been shut down in emergency status. The well has had nitrate issues in the past, as well as high selenium. Well No. 7 (on the Golf Course) has been shut down in emergency status for about 18 months. Well No. 7 started having quality issues after Well No. 6 had been shut down for a year or so. Staff is of the opinion that not having Well No. 6 run might be causing Well No. 7 to be having some quality issues.

The Golf Course has its own well that irrigates the course. However, there is a lot of use during the summer, and if it would go down, the course would be dry. The City and Golf Course started talking and came up with the idea of having Well No. 6 irrigate the course. We thought if the City could get Well No. 6 pumping, use the water for irrigation and not just pump it to waste into the ditch...this might help clear up Well No. 7. We started investigating this, and the State made us physically disconnect Well No. 6 from the City system (however, in an emergency, we could dig the disconnection up and reconnect within 24 hours). Back on July 6th, the Council amended a previous agreement to provide water to the Course from Well No. 6. At that point, we thought our job was done. The Course paid for a new VFD (variable frequency drive) for the well to regulate it. They have since found out that the existing pump on the well cannot generate enough pressure to irrigate like they need it to. The pump can generate 60-65 psi, and they need 100 psi to irrigate properly. Replacing the pump is the only option at this point.

The Golf Course proposed that the City cost-share 50/50. The City owns the front nine and the irrigation has the potential to clear up Well No. 7. We solicited four different bids, the low being from Downey Drilling for \$35,405.

10. [Resolution 2021-63: Accepting bid and awarding contract on "Well No. 6 Pump Replacement Project"](#)

Background: Staff obtained four proposals pertaining to this project. Staff has reviewed the same and is recommending that Council accept the low bid of Downey Drilling for \$35,405.

11. [Action to accept the resignation of Councilmember Dwaine Spieker effective at the end of the Council meeting of October 19, 2021 and action declaring a "Notice of Vacancy" in Ward 3 and authorizing the City Clerk to publish notice](#)

12. Adjourn

**MINUTES
CITY COUNCIL MEETING
October 5, 2021**

The Wayne City Council met in regular session at City Hall on October 5, 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, Terri Buck, Nick Muir, Chris Woehler, Jason Karsky and Jill Brodersen; Attorney Amy Miller;; and City Clerk Betty McGuire. Absent: Councilmembers Yasuko Taoka and Matt Eischeid; and

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.

Councilmember Buck made a motion, which was seconded by Councilmember Spieker, to approve the minutes of the meeting of September 21, 2021, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Taoka and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS:

Delete from claims 1/19/21: City of Wayne Payroll - \$92.29

AMERITAS LIFE INSURANCE, SE, 208.22; AMERITAS, SE, 91.43; AMERITAS, SE, 72.00; AMERITAS, SE, 2996.16; ANDERSON, BONNIE, RE, 50.00; APPEARA, SE, 166.59; BARTZ, TIM, RE, 500.00; BENSCOTER, LOUIS, RE, 1000.00; BLACK HILLS ENERGY, SE, 308.98; BLUE CROSS BLUE SHIELD, SE, -48904.74; BONDHUS, ANNA, RE, -25.00; BORDER STATES INDUSTRIES, SU, 1190.87; BROWN SUPPLY, SU, 384.00; CARHART LUMBER COMPANY, SU, 267.46; CARROT-TOP INDUSTRIES, SU, 528.11; CENTURYLINK, SE, 426.59; CERTIFIED TESTING SERVICES, SE, 4500.00; CITY EMPLOYEE, RE, 27.78; CITY EMPLOYEE, RE, 139.64; CITY EMPLOYEE, RE, 175.00; CITY EMPLOYEE, RE, 109.13; CITY EMPLOYEE, RE, 30.56; CITY EMPLOYEE, RE, 288.40; CITY OF WAYNE, RE, 2.23; CITY OF WAYNE, RE, -2.23; CITY OF WAYNE, PY, 83904.08; CITY OF WAYNE, RE, 92.29; CITY OF WAYNE, RE, 1593.01; CITY OF WAYNE, RE, -312.83; CONSOLIDATED MANAGEMENT, SE, 97.36; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DCL AMERICA, SU, 11037.00; DGR & ASSOCIATES, SE, 907.50; DUTTON-LAINSON, SU, 376.41; EAKES OFFICE PLUS, SE, 2431.04; FIRST CONCORD GROUP, SE, 3467.88; FLOOR MAINTENANCE, SU, 1177.08; FREDRICKSON OIL, SU, 281.50; GALE/CENGAGE LEARNING, SU, 148.79; GERHOLD CONCRETE, SU, 859.53; GILLILAND, RACHEL, RE, 250.00; GRAYBEAL, LISA, RE, -30.00; HAWKINS, SU, 2739.98; HILAND DAIRY, SU, 201.49; ICMA, SE, 34.38; ICMA, SE, 1619.90; ICMA, SE, 375.83; ICMA, SE, 7956.04; ICMA, SE, 159.20; ICMA, SE, 145.28; ICMA, SE, 112.52; ICMA, SE, 55.00; ICMA, SE, 124.70; ICMA, SE, 366.40; IRS, TX, 14459.24; IRS, TX, 10912.53; IRS, TX, 3381.56; ISLAND SPRINKLER SUPPLY, SU, 162.44; KTCH, SE, 150.00; KUTCHA, ANDY, RE, -30.00; L & L THOMPSON CONSTRUCTION, SE, 2250.00; LEU, SAMANTHA, RE, -30.00; LOPEZ, ERICA, RE, -30.00; MAIN STREET GARAGE, SE, 1593.37; MARCO, SE, 175.92; MCCARTHY, ERIKA, RE, -30.00; MYERS CONSTRUCTION COMPANY, SE, 160099.93; NE DEPT OF REVENUE, TX, 4707.70; NE STATE TREASURER, RE, 285.00; NE STATE TREASURER, RE, 312.83; NNEDD, SE, 762.00; OVERDRIVE, SU, 191.40; PATEFIELD, DAVID, RE, -60.00; POLICE OFFICERS' ASSOCIATION OF NE, FE, 105.00; POLICE OFFICERS' ASSOCIATION OF NE, FE, -105.00; POUTRE, DEREK, RE, 200.00; QUADIENT LEASING USA, SE, -2691.00; QUALIFICATION TARGETS, SU, 451.77; STADIUM SPORTING GOODS, SU, 63.00; STANLEY STEEMER, SE, 1112.00; STAPLES, SU, 86.41; STURM, MIKE, RE, -25.00; TINT SPECIALTIES, SU, 419.00; VAN DIEST SUPPLY, SU, 592.50; VIAERO, SE, 67.00; WAYNE COMMUNITY SCHOOLS, FE, 48.00; WEMHOFF, ANTHONY, RE, -25.00; WESCO, SU, 108.00; WINNER'S CIRCLE, SU, 240.00; WISNER WEST, SU, 197.37; Y & Y LAWN SERVICE, SU, 120.00; ZACH HEATING & COOLING, SU, 110.50; ACE HARDWARE & HOME, SU, 354.04; ADVANTAGE TAPE ADVERTISING, SE, 373.00; APPEARA, SE, 59.57; ARNIE'S FORD, SE, 265.67; BOMGAARS, SU, 2690.30; BOMGAARS, SU, 172.94; BSN SPORTS, SU, 187.50; CARHART LUMBER COMPANY, SU, 35.30; CARPENTER PAPER COMPANY, SU, 535.68; CDW GOVERNMENT, SU, 13014.44; CITY EMPLOYEE, RE, 6.51; CITY EMPLOYEE, RE, 49.16; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 28644.44; COPY WRITE PUBLISHING, SE, 147.70; FLOOR MAINTENANCE, SU, 306.46; FREDRICKSON OIL, SU, 1342.00; GERHOLD CONCRETE, SU, 652.56; GRAPHIC CONTROLS ACQUISITION CORP, SU, 827.15; GREENFIELD, BRETT, SE, 50.00; GROSSENBURG IMPLEMENT, SU, 89.46; GROSSENBURG IMPLEMENT, SU, 360.98; HAWKINS, SU, 1073.00; HILAND DAIRY, SE, 11.01; HYDRO OPTIMIZATION, SE, 75.00; JOHN'S WELDING AND TOOL, SE, 283.25; JORGENSEN CONCRETE & CONSTRUCTION, SE, 2500.00; KOPECKY, ABBY, SE, 30.00; LIQUID ENGINEERING CORPORATION, SE, 2950.00; LUTT OIL, SU, 6872.70; MUNICIPAL SUPPLY, SU, 5239.53; MUNICIPAL SUPPLY, SU, 30.50; NORBLADE, TATE, SE, 30.00; NORTHEAST POWER, SE, 8154.00; ONE CALL CONCEPTS, SE, 239.02; PAC N SAVE, SU, 1136.99; PAC N SAVE, SU, 891.40; PLUNKETT'S PEST CONTROL, SE, 97.34; QHA CLEANING, SE, 1375.00; QUALITY 1 GRAPHIC, SU, 750.00; QUALITY FOOD CENTER, SU, 48.21; RONHOVDE, ANNE, RE, 408.00; S & S WILLERS, SU, 3036.41; STAPLES, SU, 53.69; STATE NEBRASKA BANK & TRUST, SU, 950.05; STATE NEBRASKA BANK-PETTY CASH, RE, 95.55; STATE NEBRASKA BANK-PETTY CASH, RE, 416.63;

STATE NEBRASKA BANK-PETTY CASH, RE, 51.52; STATE TREASURER OF NE, RE, 755.18; US BANK, SU, 451.42; US BANK, SU, 4454.34; US BANK, SU, 2147.40; UTILITY EQUIPMENT, SU, 5281.20; WAYNE AUTO PARTS, SU, 294.65; WAYNE COMMUNITY SCHOOLS, RE, 1994.25; WAYNE COMMUNITY SCHOOLS, SE, 50.00; WAYNE HERALD, SE, 2342.88; WAYNE HERALD, SE, 447.00; WAYNE HERALD, SE, 617.50; WAYNE RENTALS, RE, 500.00; WAYNE SENIOR CENTER, SE, 24.75; WAYNE STATER, SE, 300.00; WESCO, SU, 231.12; WAPA, SE, 15318.09; ZIMCO SUPPLY, SU, 1050.00; GLOBAL PAYMENTS INTEGRATED, FE, 266.66; MERCHANT SERVICES, FE, 1868.62; MERCHANT SERVICES, FE, 4387.50; MERCHANT SERVICES, FE, 60.68; STATE NEBRASKA BANK & TRUST, SE, 61.12; WAYNE HERALD, SE, 70.00

FISCAL YEAR 2021-2022: BLUE CROSS BLUE SHIELD, SE, 48904.74; CITY EMPLOYEE, RE, 175.00; DEARBORN LIFE INSURANCE COMPANY, SE, 106.64; HOMETOWN LEASING, SE, 436.02; MILLER LAW, SE, 5416.67; NORTHEAST NE INS AGENCY, SE, 93061.66; POLICE OFFICERS' ASSOCIATION OF NE, FE, 105.00; PROVIDENCE MEDICAL CENTER, RE, 73084.00; QUADIENT LEASING USA, SE, 2691.00; STANTON YOUTH VOLLEYBALL PROGRAM, FE, 450.00; WAED, SE, 8592.41

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

Mayor Giese advised the Council that he has received the resignation of Councilmember Yasuko Taoka effective immediately. Because the resignation is effective immediately, he requested Council to accept the same and then declare a "Notice of Vacancy" in Ward 2 and authorize the City Clerk to publish notice.

Councilmember Brodersen made a motion, which was seconded by Councilmember Woehler, to accept the resignation of Councilmember Yasuko Taoka effective immediately and to declare a "Notice of Vacancy" in Ward 2 and authorize the City Clerk to publish notice. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Taoka and Eischeid who were absent, the Mayor declared the motion carried.

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class C Liquor License on behalf of Baha, Inc., d/b/a "Raintree Liquor" located at 421 N Main Street.

Doug Manz and Jason Claussen were present to answer questions.

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

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

Councilmember Spieker introduced Resolution No. 2021-56 and moved for its approval; Councilmember Woehler seconded.

RESOLUTION NO. 2021-56

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS C LIQUOR LICENSE — BAHA, INC., D/B/A “RAINTREE LIQUOR.”

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

Joel Hansen, Street & Planning Director, stated three bids were received on the “Old City of Wayne Lagoon Berm Dirt Work Project.” Bids ranged from \$5,460.00 to \$14,640.00. The recommendation of staff is to award said contract to the low bidder – S & V Excavation, LLC, for \$5,460.00.

Councilmember Karsky introduced Resolution No. 2021-57 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2021-57

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “OLD CITY OF WAYNE LAGOON BERM DIRT WORK PROJECT” — S & V EXCAVATION, LLC - \$5,460.00.

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

Joel Hansen, Street and Planning Director, on behalf of Lowell Heggemeyer, Parks and Recreation Director, stated two bids were obtained from Bobcat for the purchase of a new tool cat w/broom. Bobcat from Norfolk was the low bidder by \$51.43 - \$61,500.87.

Councilmember Brodersen introduced Resolution No. 2021-58 and moved for its approval, Councilmember Spieker seconded.

RESOLUTION NO. 2021-58

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A BOBCAT UW56 FROM BOBCAT OF NORFOLK, NEBRASKA — \$61,500.87.

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

Joel Hansen, Street and Planning Director, stated he had obtained two bids from Bobcat for the purchase of a new S66 T4 Bobcat Skid Steer Loader with attachments. Bobcat from Norfolk was the low bidder with \$39,209.02. This will replace their existing 2012 skid loader.

Councilmember Brodersen introduced Resolution No. 2021-59 and moved for its approval, Councilmember Karsky seconded.

RESOLUTION NO. 2021-59

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF AN S66 T4 BOBCAT SKID STEER LOADER WITH ATTACHMENTS FROM BOBCAT OF NORFOLK, NEBRASKA - \$39,209.02.

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

Phil Monahan, Fire Chief, and Brent Doring of the Wayne Volunteer Fire Department, presented the Council with the bid specifications for a new fire truck. They were requesting Council approval of the specifications and to direct the City Clerk to begin advertising for bids. The estimated cost of the new truck is \$535,000.

Councilmember Karsky introduced Resolution No. 2021-60 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2021-60

A RESOLUTION APPROVING FIRE TRUCK AND EQUIPMENT SPECIFICATIONS AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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

Contractor's Application for Payment No. 3 was submitted by JEO Consulting Group, Inc., in the amount of \$102,061.01 to Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017."

Joel Hansen, Street and Planning Director, updated the Council on the project.

Councilmember Spicker made a motion, which was seconded by Councilmember Buck, approving Contractor's Application for Payment No. 3 in the amount of \$102,061.01 to Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

In regard to the next agenda item, the Community Redevelopment Authority (CRA) is asking that a \$300,000 loan be forgiven by the City that dates back to 2012. They are also asking for a line of credit for property purchases.

In 2012, the City applied for \$300,000 in funds from LB 840 to start a down payment assistance program for new housing construction. Ultimately, the City could not use those LB 840 funds with the flexibility they wanted or needed, so the City used Electric Funds to fund the program. This loan is to be paid back in 2024 or renegotiated at that time. The current CRA is being more aggressive in redevelopment than previous CRA's. They would like to clear this debt up so they know what funds they can use long-term for redevelopment purposes.

The CRA is currently funded by lot sales in Western Ridge, and only a few are left, as well as through an annual contribution from the excess economic development funds generated by the 1.85% charged to electric customers. This year that amount was \$28,000+. The CRA briefly discussed at its last meeting the possibility of asking the City to include a property tax asking (the same way the airport operates). State Statutes allow the CRA to ask up to \$.026 on \$100 of valuation. With the 2021 valuation, that would have generated about \$68,000 this year. Another option is to allocate a certain percentage of sales tax money to the CRA at the next election. If the City wants the CRA to continue to be aggressive with some less than appealing properties that the market isn't moving to redevelop, they have to have funds to operate, whether those are payable loans from conventional financing or city financing, or forgivable loans from City funds.

The balance in the CRA checking account at this time is around \$409,000. The CRA has a couple of opportunities to purchase property, one being the property at 2nd & Logan Street for \$70,000. They have a purchase agreement on this property.

After some discussion, Councilmember Spieker made a motion, which was seconded by Councilmember Muir, to enter into executive session for the protection of the public interest to discuss proposed real estate purchases by the Community Redevelopment Authority, and to allow City Administrator Blecke (via zoom); City Clerk McGuire, Finance Director Beth Porter, Electric Distribution Superintendent Tim Sutton, Street & Planning Director Joel Hansen, Water/Wastewater Superintendent Casey Junck and Police Chief Marlen Chinn, to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried, and executive session began at 5:45 p.m.

Mayor Giese again stated the matter to be discussed in execution session relates to discussing proposed real estate purchases by the Community Redevelopment Authority.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried, and open session resumed at 6:20 p.m.

Greg Ptacek, a member of the Community Redevelopment Authority, was present and distributed a handout showing the current projects the CRA is actively working on. In his opinion, government should be involved in things where the market has failed. He thinks that is where the CRA's role comes in – where the private market has failed. The CRA can act as an arm of the City. When asked, Mr. Ptacek was agreeable to extending the \$300,000 loan another 5 years.

Some concern was expressed to the Council in regard to forgiving the \$300,000 loan. This is due to the fact that the electric rate payers, at this time, are paying a "Production Cost Adjustment" on their electric bills as a result of the winter cold event last February that is being paid off through the Electric Fund.

After some discussion, Councilmember Spieker made a motion to extend the \$300,000 note/loan that is due in 2024 to December 31, 2026. After further discussion, Councilmember Spieker withdrew his motion.

After further discussion, Councilmember Woehler made a motion to deny the request to forgive the current loan in the amount of \$300,000 due in 2024 and to approve an additional \$200,000 line of credit to be given to the Community Redevelopment Authority, with any money taken out due December 31, 2026, and accruing interest at the rate of .50%.

Councilmember Karsky seconded the motion.

Mayor Giese opined he would not put an end date on the line of credit.

Both Councilmember Woehler and Councilmember Karsky withdrew their motion and second.

After further discussion, Councilmember Buck made a motion, which was seconded by Councilmember Brodersen, approving an additional \$200,000 line of credit with the Community Redevelopment Authority at .50% interest to begin at the time they start withdrawing on the line of credit.

It was noted that the \$300,000 loan is not forgiven and still due in 2024.

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

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:55 p.m.

**Fiscal Year 20-21**

Vendor	Payable Description	Payment Total
AMAZON.COM, LLC	BOOKS/DVD'S/ENVELOPES/CALENDAR	301.18
BAKER & TAYLOR BOOKS	BOOKS	194.00
BIG RIVERS	ELECTRICITY	199,365.77
BLACKSTONE PUBLISHING	DVD'S	2,947.38
BOMGAARS	HITCH PIN/PRIMER/BRUSHES/FAN/CHAIN	505.55
CERTIFIED TESTING SERVICES INC	PINE HEIGHTS	675.00
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	79.88
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	14,002.98
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	67.79
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	36.00
ED M. FELD EQUIPMENT CO INC	FACE MASKS	515.00
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	1,797.51
INGRAM LIBRARY SERVICES	BOOKS	758.50
JR ROOFING	ROOF REPAIR	6,860.00
KTCH AM/FM RADIO	RECYCLING ADS/HOUSING STUDY/CO-ED VOLLEYBALL	1,400.00
MATHESON-LINWELD	OXYGEN	34.25
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	189.00
MYERS CONSTRUCTION COMPANY	PINE HEIGHTS	102,061.01
NE DEPT OF REVENUE-CHARITABLE GAMING DIVISION	KENO LOTTERY TAX	1,055.00
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	37,327.12
NO SWETT FENCING	SOFTBALL FENCE REPAIR	4,165.00
NORTHEAST POWER	WHEELING CHARGES/MARKING PAINT/WRAPLOCK	14,116.68
O'REILLY AUTOMOTIVE STORES, INC.	OIL FILTER/MINI BULB	13.55
OVERDRIVE, INC.	AUDIO BOOK	29.95
TYLER TECHNOLOGIES	INSITE TRANSACTION FEES	2,701.25
VERIZON WIRELESS SERVICES LLC	CELL PHONES	899.97
WAYNE COUNTY CLERK	FILING FEES	30.00
WAYNE HERALD	INFORMATION GUIDE	465.00
WAYNE RURAL FIRE	EMC DIVIDEND	5,020.05
WAYNE VETERINARY CLINIC	DOG IMPOUNDS	105.00
WISNER WEST	FD GASOLINE	276.77
ZACH HEATING & COOLING	PROPANE	16.50
	Grand Total:	398,012.64



Fiscal Year 21-22

Vendor	Payable Description	Payment Total
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES	1,413.91
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	94.55
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,875.04
AMERITAS LIFE INSURANCE	AMERITAS ROTH	174.53
APPEARA	FOAM FRESH/LINEN & MAT SERVICE	190.65
BC VOLLEYBALL	VOLLEYBALL TOURNAMENT	375.00
BINSWANGER GLASS	WINDOW TRIM SERVICE CALL	139.50
BORDER STATES INDUSTRIES, INC	HEAT SHRINK	283.66
BROWN SUPPLY CO	HYDRANT OIL	118.00
CITY EMPLOYEE	VISION REIMBURSEMENT	257.25
CITY EMPLOYEE	VISION REIMBURSEMENT	296.40
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,044.20
CITY OF WAYNE	PAYROLL	83,012.14
CITY OF WAYNE	UTILITY REFUNDS	892.09
CITY OF WAYNE	WAED VISION REIMBURSEMENT	296.40
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	97.36
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,600.61
DENDINGER, LUANN	AUDITORIUM DEPOSIT REFUND	250.00
DISPLAY SALES INC	CHRISTMAS LIGHT BULBS	620.00
DSF WAYNE SHORT STOP, LLC	ENERGY INCENTIVE	500.00
FIRE CATT, LLC	FIRE HOSE TESTING	4,056.00
FLOOR MAINTENANCE	NAPKINS/GLOVES/TAKE OUT CONTAINERS/JANITORIAL	805.56
FLORES, BENJAMIN	BUILDING PERMIT DEPOSIT REFUND	500.00
GERHOLD CONCRETE CO INC.	CONCRETE	652.56
GROSSENBURG IMPLEMENT INC	FILLER CAP	24.16
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	-3,044.20
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,044.20
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	88.66
HUNKE, JENNIFER	CO-ED VOLLEYBALL REFUND	100.00
IAEI	MEMBERSHIP DUES	120.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	7,929.74
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,619.90
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	112.52
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	145.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	124.70
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	55.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	375.83
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	34.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	366.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	159.20
INTERSTATE BATTERY SYSTEM	BATTERY	126.95
IRS	FICA WITHHOLDING	14,297.82

Vendor	Payable Description	Payment Total
IRS	MEDICARE WITHHOLDING	3,343.84
IRS	FEDERAL WITHHOLDING	10,600.60
LAUREL RECREATION	VOLLEYBALL TOURNAMENT	600.00
MIDWEST ALARM SERVICES	LIBRARY/SENIOR CENTER BATTERIES	69.66
MORTLAND, AMANDA	CO-ED VOLLEYBALL REFUND	100.00
NATIONAL PEN CO.	STYLUS PENS	280.90
NDEE-FISCAL SERVICES	WASTE WATER OP RENEWALS	300.00
NE DEPT OF REVENUE	STATE WITHHOLDING	4,583.39
NE SAFETY COUNCIL	MEMBERSHIP DUES	350.00
NOECKER, SOPHIE	VOLLEYBALL REF	40.00
O'REILLY AUTOMOTIVE STORES, INC.	BRAKE ROTERS/PADS/FILTERS/CLAMP	524.40
OVERDRIVE, INC.	AUDIO/E BOOKS	457.81
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	227.25
STATE NEBRASKA BANK & TRUST	PUBLIC SAFETY BONDS	4,813.75
THE RETROFIT COMPANIES, INC	RECYCLING TRAILER	7,136.40
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE	200.00
US FOODS	SENIOR CENTER FOOD SERVICE	1,012.69
VERIZON WIRELESS SERVICES LLC	CELL PHONES	549.04
W.T. COX SUBSCRIPTIONS	SUBSCRIPTION RENEWALS	1,177.00
WAYNE HERALD	SUBSCRIPTION RENEWAL	48.00
WAYNE KIWANIS	ANNUAL DUES-HEADLEY	141.00
WAYNE LIBRARY FOUNDATION	PAGE TURNER REIMBURSEMENT	500.00
WIGMAN COMPANY	TOILET BOWLS/FLUSH VALVES	2,186.18
	Grand Total:	168,539.86

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 July 8, 2022:

1. Pavement cracking has occurred along Nebraska Street from south of 5th Street to north of 6th Street (~Station 111+25 to 117+75). Further monitoring and review of pavement cracking from Station 110+75 to 118+25 and general within 50 linear feet of cracked panels is required through July 8, 2022, before final determination of corrective action and concrete panel replacement. Final determination of corrective action shall include the following:
 - a. No further corrective action given random cracking per panel does not show signs of vertical and horizontal separation exceeding one-eighth of an inch, multiple additional random cracks occurring, and or spalling of concrete at random cracks.
 - b. Routing and sealing of additional random cracks that occur over this period.
 - c. Removal and replacement of concrete panels with more than one random crack, spalling of concrete at random cracks, and or horizontal or vertical separation exceeding one-eighth of an inch. At the discretion of the City, the City reserves the right to require removal and replacement defective panels, or in lieu of replacement, consideration of defective panels to remain in place with monetary value negotiated by July 8, 2022.

A monetary value for replacement of concrete area requiring further monitoring from Station 110+75 to 118+25 was estimated to be \$50,000 utilizing original unit bid prices per the Contract. Contractor shall provide bonding for said work and account for any additional incidental costs associated with addressing corrective action identified above.

2. 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.

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

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

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.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	<u><i>[Signature]</i></u> (Authorized signature)	By:	_____	By:	<u><i>[Signature]</i></u>
Title:	<u>Project Manager</u>	Title:	_____	Title:	<u>Secretary</u>
Date:	<u>10/13/2021</u>	Date:	_____	Date:	<u>10/12/2021</u>

MERCHANTS BONDING COMPANY (MUTUAL)

P.O. Box 14498
Des Moines, IA 50306

Bond # NEC 63036

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:, That we, **Robert Woehler & Sons Construction, Inc.**

as Principal, and Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa with principal offices at Des Moines, IA, as Surety are held and firmly bound unto

City of Wayne, NE

(hereinafter called the Obligee), in the penal sum of **Fifty Thousand and No/100s-- (\$50,000.00)** Dollars for the payment of which, well and truly to be made, we do hereby bind ourselves our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this **11th** day of **October, 2021**

WHEREAS, the said principal has entered into a contract with the Obligee above named for

Extended Warranty Coverage for pavement cracking along Nebraska Street From South of 5th Street to North of 6th Street (Station 110+75 to 118+25) and within 50 linear feet of cracked panels through July 8, 2022 per the Certificate of Extended Warranty Period for Corrective Action and Nebraska Street Cracked Panel map prepared by JEO Consulting Group (JEO Project No: 180975.00)

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said Principal shall until July 8, 2022 indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and virtue by law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Des Moines, IA, promptly and any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

ROBERT WOEHLER & SONS CONSTRUCTION, INC.

By: _____
(Principal)

MERCHANTS BONDING COMPANY (MUTUAL)

By:  _____
James M. King Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Seth Weedin; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of August, 2020.

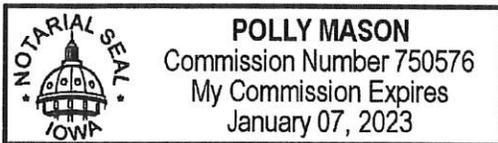


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of August, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of October, 2021.



William Warner Jr.
Secretary

Date of Issuance:	October 14, 2021	Effective Date:	Per Owner Acceptance
Owner:	City of Wayne, Nebraska	Owner's Contract No.:	M-617(128)
Contractor:	Myers Construction, Inc.	Contractor's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	190286
Project:	Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017	Contract Name:	Pine Heights Road & Utility Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: **Contract Time Extension. Zero dollar change order.**

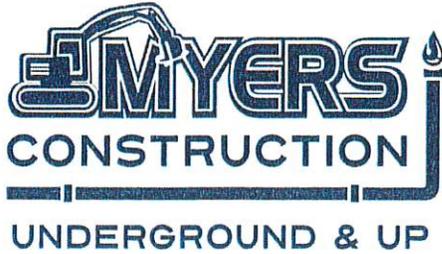
Attachments: Attached letter of request for time extension from Myers.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>No Milestones</i>
Original Contract Price: \$ <u>726,079.74</u>	Original Contract Times: Cal. Days & Dates Substantial Completion: <u>180 Cal. Days - 10/1/2021</u> Ready for Final Payment: <u>211 Cal. Days - 11/1/2021</u> days or dates
Increase Decrease from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	Increase Decrease from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>726,079.74</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Increase Decrease of this Change Order: \$ <u>0.00</u>	Increase Decrease of this Change Order: Substantial Completion: <u>November 5, 2021</u> Ready for Final Payment: <u>November 19, 2021</u> days or dates
Contract Price incorporating this Change Order: \$ <u>726,079.74</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 5, 2021</u> Ready for Final Payment: <u>November 19, 2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Myers Construction, INC.
79849 Hwy 2
Broken Bow, NE 68822

Office 308.872.5469
Fax 308.872.2218
After Hours 308.870.3504

Via Certified Mail
and Email

JEO Consulting Group, Inc.
803 W Norfolk Avenue
Norfolk, NE 68701

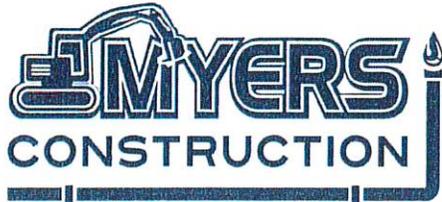
Re: Wayne, Nebraska
Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017 (the "Project")
Change Proposal to Request and Adjustment of Contract Times

To Whom it May Concern:

The City of Wayne, Nebraska (the "City") entered into a construction agreement with Myers Construction, Inc. ("Myers") with an Effective Date of December 1, 2020 for the above-reference Project. Section 4.01 of the Contract required Myers to commence the "Work" no later than April 4, 2021 and be substantially completed with the Work within 180 days or October 1, 2021 ("Substantial Completion Date") and be ready for final payment within 211 days or November 1, 2021 ("Final Completion Date"). Myers requests an extension of the Contract Times for the reasons set forth below.

On November 3, 2020, at 10:30 p.m., Myers submitted its bid for the Project. The initial bid placed Myers as the second low bidder. Subsequently, Jon Mooberry emailed Myers to indicate that there was an error on the low bidder's bid form, which could make Myers the low bid. On November 18, 2021, Mr. Mooberry informed Myers that some city council members had concerns with Myers' lack of experience in doing slip form work. Myers followed up by informing the members of its references, that Myers understood their concerns, and that Myers could seek to obtain a slip-form subcontractor to address that concern. At that time, Myers also indicated that because several of its employees became infected with COVID-19 and because of weather delays on its existing project at that time, Myers would not be able to start the Work by April 4, 2021 but that it would be able to commence work on the Project closer to the end of June. The City did not voice any concern or objections at that time with the revised start date proposed by Myers.

After being awarded the Project in December of 2020, Myers subsequently had several employees contract COVID-19, which caused Myers to have to shut down its operations for multiple weeks. Additionally, in addition to COVID-19 issues, Myers has also experienced an



UNDERGROUND & UP

Myers Construction, INC.
79849 Hwy 2
Broken Bow, NE 68822

Office 308.872.5469
Fax 308.872.2218
After Hours 308.870.3504

unusual employee shortage. Whereas Myers typically has between 75-80 employees, it typically only had 65 employees during the Project due to Covid-19 and related labor shortage issues.

As a result of the above unforeseen issues, Myers was not able to commence Work on the Project until July 26, 2021, which was about a month later than Myers initially forecasted.

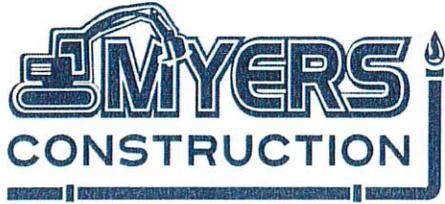
During the course of the Project, Myers has also run into unexpected problems that has caused additional delays. For example, when Myers started potholing for the new water main, it discovered that the existing water main was not where the plans indicated, so the connection point changed.

The Project has also experienced significant adverse weather delays due to rain. Any amount of rain on the Project slowed progress to a standstill. Since being on site, Myers has incurred 12 rain days, totaling 7.31" of rain, which has had a serious impact on the work schedule. The worst of the rain days occurred after Myers had the street torn out and was installing the sewer main, which caused a significant mess for the site and took a substantial amount of time to clean up each time it rained.

Another significant problem that caused delays was when Myers had to shut down 7 blocks of the water main because four of the valves along the block could not be shut. Myers incurred extra time waiting on the water main to drain and to complete the connection. The sanitary sewer services were also not perpendicular with the sewer main, so Myers had to chase the lines back into the homeowner's yard to make them be in line. It took additional extra time to find each one of these and caused delays to progress. Myers also added two extra services to the main, which again required additional time.

Additionally, Myers must realign the water main that runs along 10th street before it can perform this work.

The above issues were unforeseen and have added time to the Project. Accordingly, Myers would request that the City provide a time extension in that the Substantial Completion Date be extended to November 5, 2021, and the Final Completion Date be extended to Nov 19, 2021. Myers understands that this may require pouring concrete during colder weather conditions, but Myers has concrete blankets and dethaw units to alleviate any of the cold conditions. Myers is also optimistic that all of the mainline work can be poured well before the cold conditions take place.



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Myers Construction, INC.
79849 Hwy 2
Broken Bow, NE 68822

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Myers has really enjoyed working with the City and with JEO on this Project. We appreciate your time and consideration of this matter. If the City and/or JEO have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Perry Myers
Myers Construction, Inc.

RESOLUTION NO. 2021-61

A RESOLUTION APPOINTING OLSSON AS THE SPECIAL ENGINEER TO BE USED ON THE “CHICAGO STREET STORM SEWER AND PAVING PROJECT.”

WHEREAS, the City sought and received “Requests for Proposals” for engineering design services from three engineering firms, which were reviewed by staff; and

WHEREAS, staff, after review of said “Requests for Proposals,” is recommending that the firm of Olsson be approved/appointed as the engineer for said project, with fees for said engineering design services being \$32,600.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to engage and use the firm of Olsson for the engineering design services for the “Chicago Street Storm Sewer and Paving Project.”

PASSED AND APPROVED this 19th day of October, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Design & Construction Services PROPOSAL

Chicago Street Design & Construction Services **Wayne, Nebraska**

Quote for services dated October 4, 2021. The Basic Services of Olsson are as indicated below.

SCOPE OF SERVICES

SURVEY

Topographic Survey

Olsson will create a topographic base map using survey shots and gathering topographic data. These shots will include back of curb, face of curb, sidewalk, building edges, roadway centerline, marked/visible utilities, and sanitary/storm sewer flow lines from road ROW to road ROW.

CONSTRUCTION DOCUMENTS

Meetings & Correspondence

Olsson will make one project kickoff meeting and participate in two progress meetings at the 60% and 90% design level.

1. One kickoff meeting prior to the start of design, for site verification of existing conditions. The visit will also include a meeting with the city to discuss the vision and goals of the overall project.
2. A Progress meeting will be held at the 60% and 90% design level to discuss/review design documents and specifications.
3. Olsson will prepare for and join in conference calls or virtual meetings (as necessary or requested) related to the Project.

Construction Documents

Prepare street construction plans. Plans will be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Drawings will be stamped and signed for the state of Nebraska by a licensed professional engineer. Plan specifications will be developed for materials and equipment. The design will include:

1. Cover Sheet
2. Horizontal and Vertical Control Sheet
3. General Notes & Details
4. Roadway Design
5. Storm Sewer Design
6. Water Main Design
7. Sanitary Sewer Design
8. Erosion Control
9. Traffic Control
10. Quality Review
11. SWPPP

Construction Documents Deliverables

Olsson will prepare an Opinion of Probable Cost (OPC), a Construction Documents Deliverables set at the 60% & 90% design level, and the Final Construction Documents necessary for permitting/bidding/construction.

BIDDING SERVICES

Bidding Coordination

Olsson shall assist Client in bidding the project by distributing construction documents, utility coordination, provide construction documents clarification (as needed), issue addendum (if necessary), assist with bid opening, prepare bid tabulation, make bid acceptance recommendation.

CONSTRUCTION SERVICES

Construction Administration/Observation

The following Construction Services are anticipated for this project

1. Attend One (1) Pre-Construction Meeting.
2. Respond to Contractor Request for Information (RFI's)
3. Review Shop Drawings and other Submittals pertaining to this project.
4. Construction Staking.
5. Construction Observation/Inspections.
6. Review and Certify Contractor Pay Requests.
7. Attend One (1) final walk-through/inspection meeting.
8. Complete Record Drawings
9. Estimated hours for this task are listed below:
 - a. Construction Administration & Meetings – 60 hours
 - b. Construction Staking – 60 hours with a 2-man crew
 - c. Construction Observation/Inspections – 200 hours

Project Exclusions:

The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Reports or Studies
- Legal Survey Services (ALTA, Boundary, Easements, etc.)
- Permit Fees
- Geotechnical Services
- Environmental Services

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	November 2021
Anticipated Design Completion Date:	February 2022
Anticipated Bidding Completion Date:	March 2022
Anticipated Construction Completion Date:	October 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

The fee for the **Survey, Construction Documents, and Bidding Services** listed above is a lump sum of **Thirty-Two Thousand Six Hundred Dollars (\$32,600.00)**. Olsson's reimbursable expenses for this Project are included in the lump sum.

The fee for **Construction Services** listed above will be based on a time-and-expense basis not to exceed **Forty Thousand Dollars (\$40,000)**

For questions regarding this proposal, please call Matthew Smith, PE at 402.380.0567 or email questions.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Smith". The signature is written in a cursive style with a long horizontal stroke at the end.

Matthew Smith, PE

RESOLUTION NO. 2021-62

A RESOLUTION APPROVING COMMUNITY-WIDE BLANKET CONSTRUCTION PERMIT AGREEMENT BETWEEN THE CITY OF WAYNE AND BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY (SOUTHEAST QUADRANT).

WHEREAS, the City of Wayne, Nebraska, including the Wayne City Council, is desirous of entering into a "Community-Wide Blanket Construction Permit Agreement" with Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy to provide for the timely and efficient construction, installation, operation, maintenance, and expansion of natural gas facilities throughout the entire corporate limits of Wayne, Nebraska; and

WHEREAS, the 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 "Community-Wide Blanket Construction Permit Agreement" between the City of Wayne and Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, 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 19th day of October, 2021.

THE CITY OF WAYNE, NEBRASKA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

**COMMUNITY-WIDE BLANKET CONSTRUCTION
PERMIT AGREEMENT (SOUTHEAST QUADRANT)**

This Agreement is entered into between Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy ("Black Hills Energy), and the City of Wayne, Nebraska (City).

WHEREAS, the City has passed and adopted a natural gas franchise ordinance permitting Black Hills Energy, among other things, the right to construct, install, occupy, operate, maintain, and expand its natural gas facilities in the City right-of-way and other public places within the City.

WHEREAS, Black Hills Energy will continue to construct, install, operate, maintain, and expand its facilities throughout the corporate limits of the City of Wayne, Nebraska; and

WHEREAS, Black Hills Energy desires a blanket permit to construct, install, operate, maintain, and expand its natural gas facilities throughout the City; and

WHEREAS, the blanket permit would allow Black Hills Energy to commence construction, installation, operation, maintenance, or expansion of its natural gas facilities without the obligation of filing for individual and separate permits or other permissions with the City as those permits would be allowed under the blanket permit pursuant to the Community-Wide Blanket Construction Permit Agreement.

WHEREAS, the City and Black Hills Energy desire to enter into an agreement that provides for the timely and efficient construction, installation, operation, maintenance, and expansion of natural gas facilities throughout the entire corporate limits of City; and

WHEREAS, the City desires to inspect the permitted projects to assure any construction complies with City Code and permit standards.

NOW, THEREFORE, BE IT RESOLVED that Black Hills Energy and the City mutually agree as follows:

1. Black Hills Energy shall be permitted to construct, install, operate, maintain, and expand its natural gas distribution facilities across all the City under a blanket construction and digging permit. The blanket permit grants Black Hills Energy the right to commence underground and aerial construction in City's Right-of-Way and Utility Easements;
2. Black Hills Energy shall pay to City permit fees in the amount of \$800.00 for work in 2021;
3. Black Hills Energy shall abide by all state "one-call" laws;
4. Black Hills Energy 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 Black Hills Energy as part of excavation will be stored on tarps and reused, in an effort to return the site to its original condition;

6. Black Hills Energy 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 construction, installation, or expansion of Black Hills Energy facilities, Black Hills Energy or its 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, Black Hills Energy and City will complete a final inspection and annotate any discrepancies that the contractor must repair;
9. The permit shall be satisfied when both Black Hills Energy and City are satisfied with repairs;
10. If a discrepancy is found after the final inspection (such as a bad coupler preventing cable pulling), Black Hills Energy will direct the contractor to repair the discrepancy at Black Hills Energy's expense;
11. All restoration will be completed to Black Hills Energy'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;
13. All the terms and conditions herein contained are contingent upon the signing of this Agreement; and
14. The term of this Agreement shall commence upon approval of the City and shall continue from year to year. The Agreement may be terminated at any time after one-hundred and eighty (180) days written notice by either the City or by Black Hills Energy upon written notice to terminate.

IN WITNESS WHEREOF, the parties to this Community-Wide Blanket Construction Permit Agreement have affixed their signatures on the date specified below.

CITY OF WAYNE, NEBRASKA,

A municipal corporation

By: _____
Mayor

ATTEST:

By: _____
Betty A. McGuire, City Clerk

Date: _____

**BLACK HILLS NEBRASKA GAS, LLC
D/B/A BLACK HILLS ENERGY**

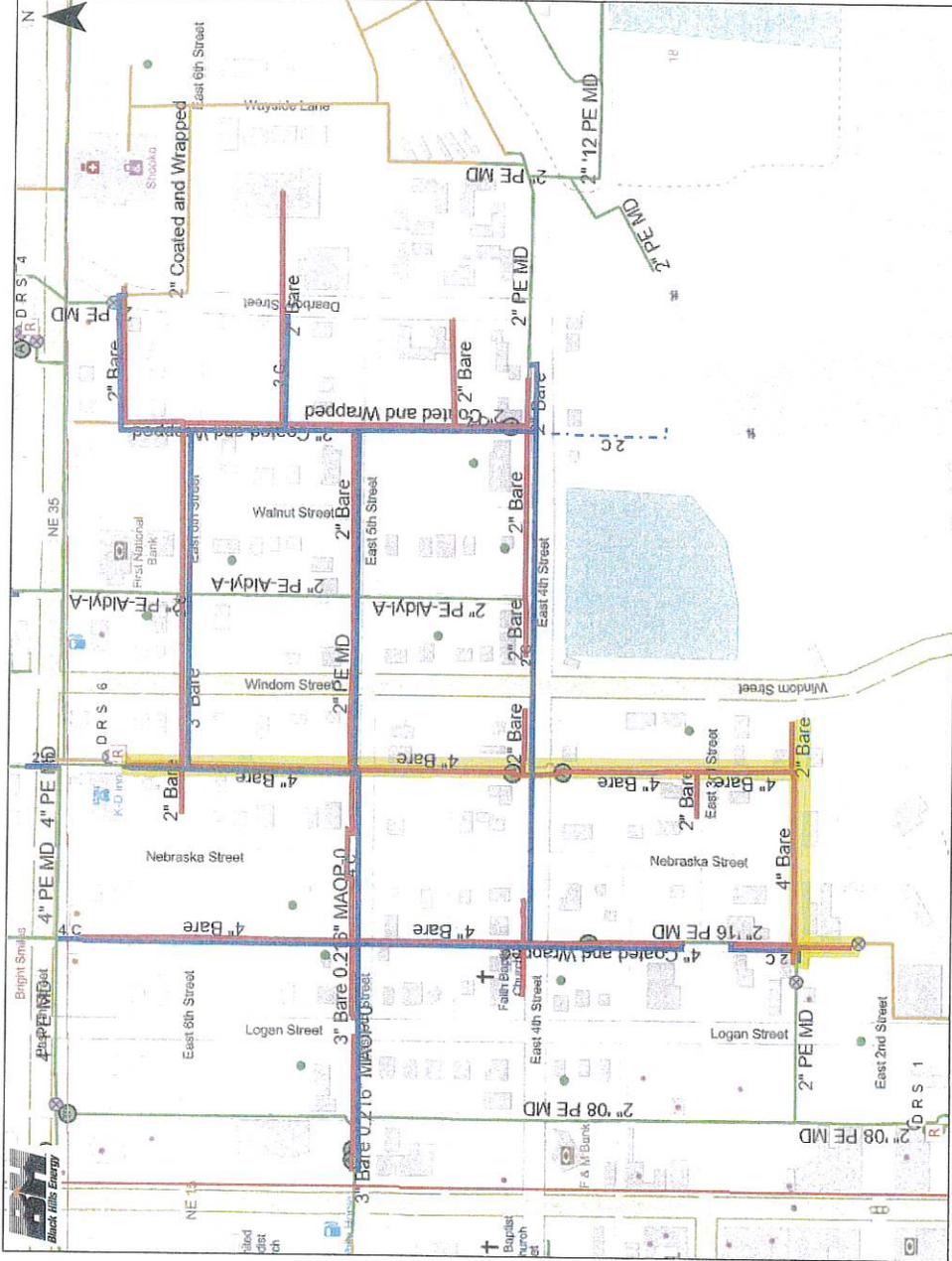
By: _____
Kevin Jarosz, Vice President Operations

Date: _____

①

JUST SERVICE
REPLACEMENTS -
TIE-OVER TO THE
HP STEEL MAIN

APROX. 38 SERVICE
REPLACEMENTS / TIE
TO THE HP STEEL
MAIN

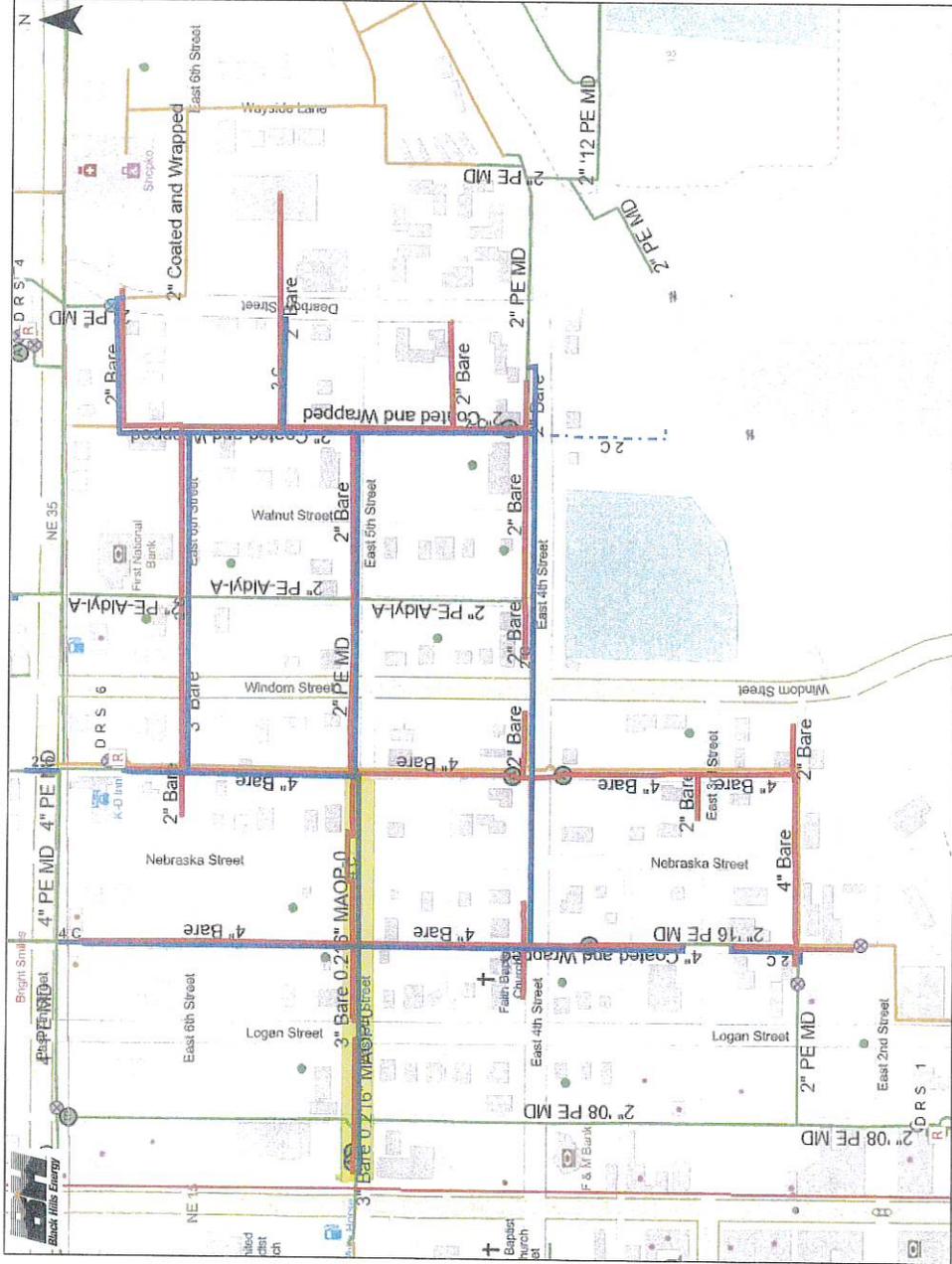


1 inch = 376 feet
 ArcGIS Web Map
 Author: ArcGIS Web AppBuilder
 Date: 10/4/2021

FRONT

975' 4" MAIN

APPROX 4 SERVICE
REPLACEMENT



1 inch = 376 feet

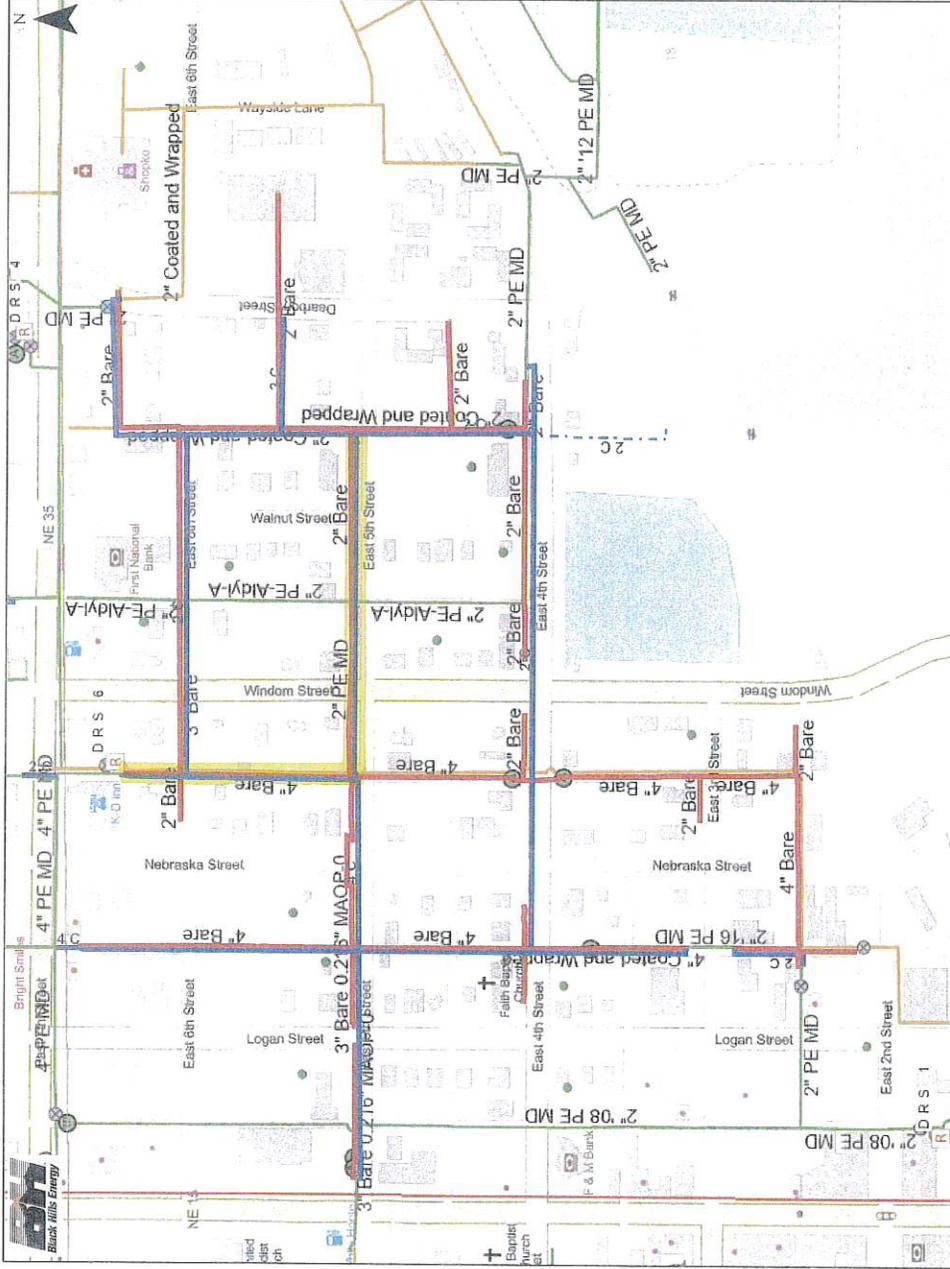
Date: 10/4/2021

ArcGIS Web Map

Author: ArcGIS Web AppBuilder

ALLEY & FRONT
1350' 4" MAIN

APPROX 8 SERVICE
REPLACEMENTS



Date: 10/4/2021

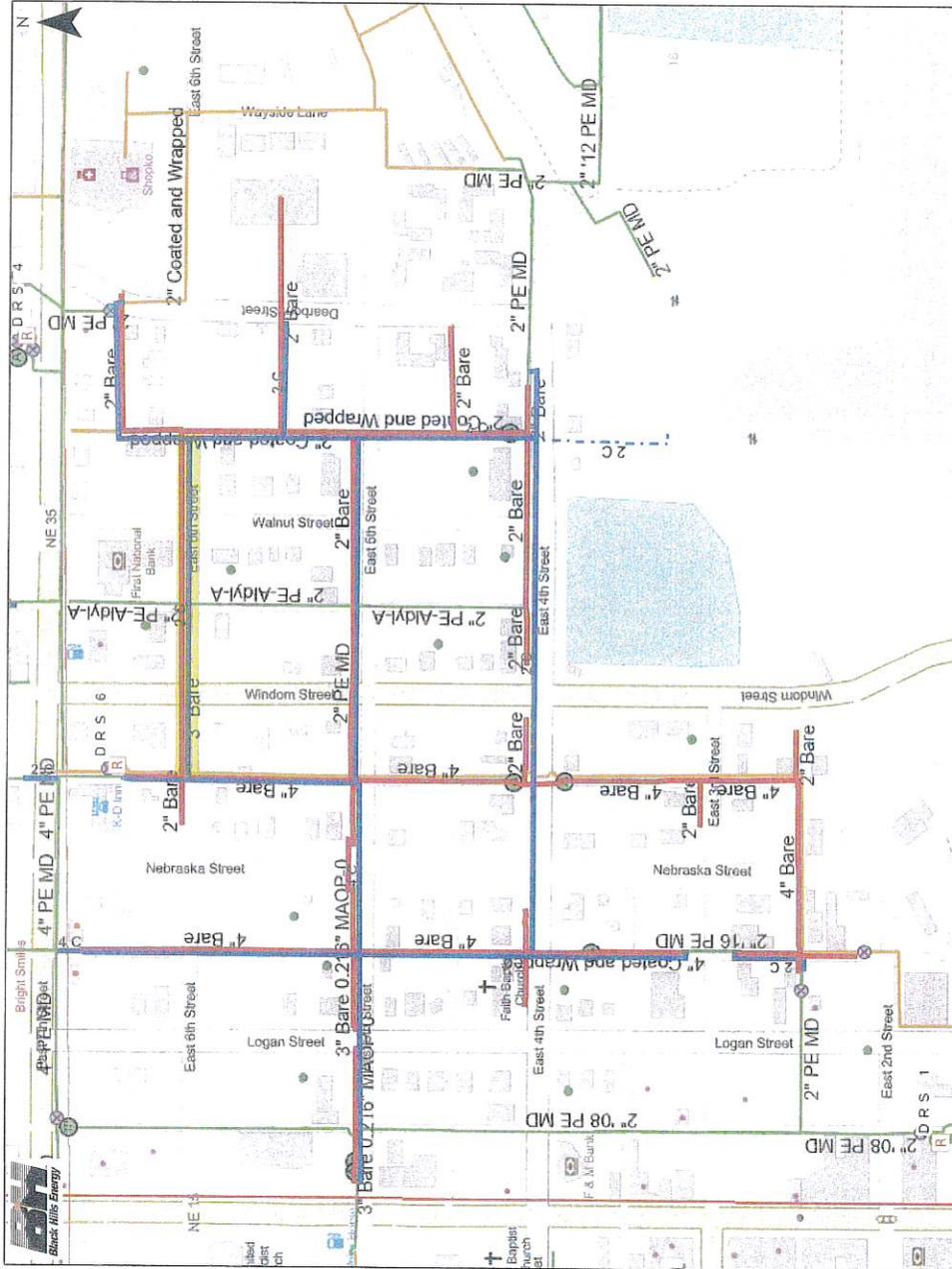
1 inch = 376 feet
ArcGIS Web Map

Author: ArcGIS Web AppBuilder

FRONT

825' 2" MAIN

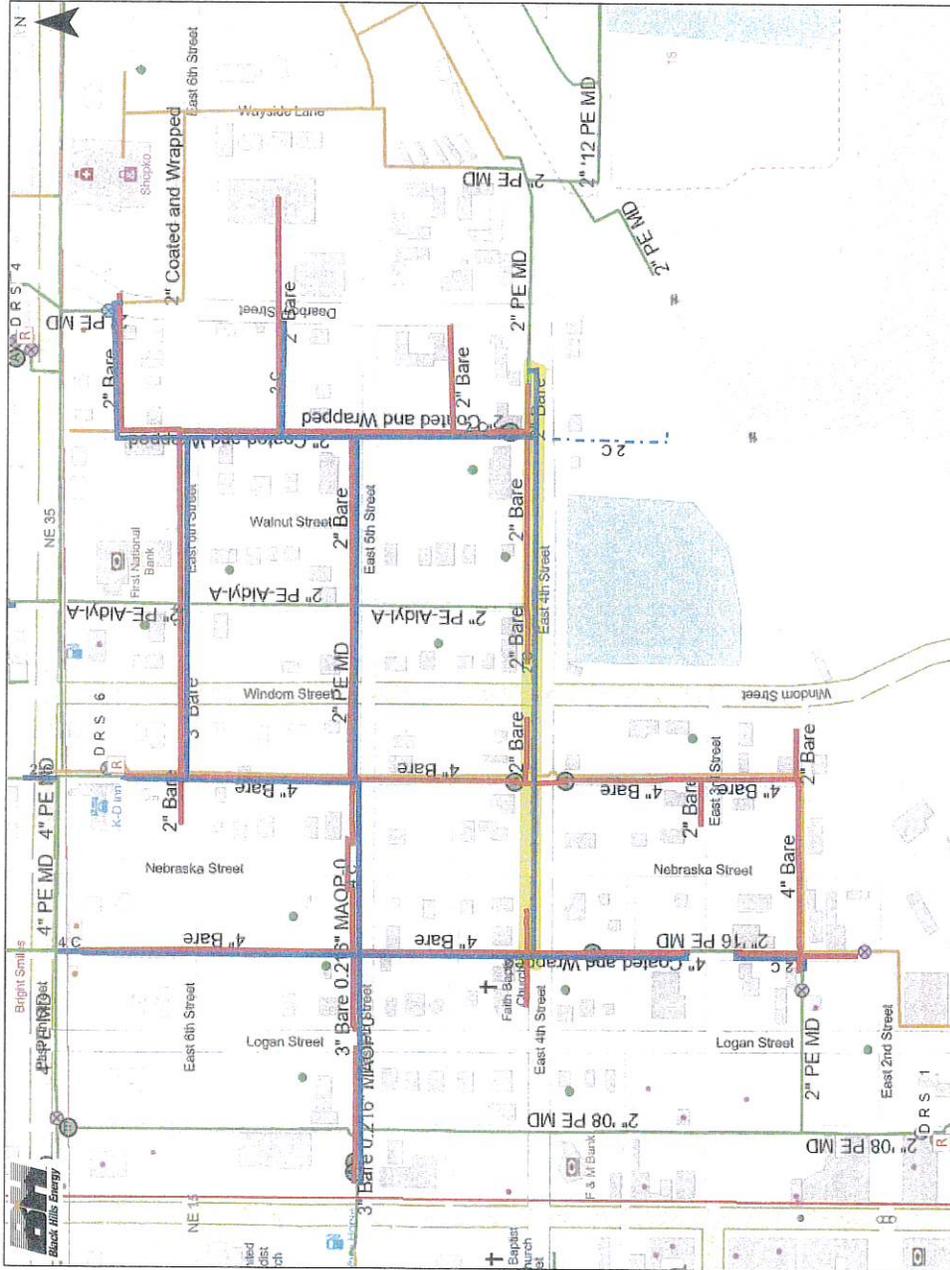
APPROX. 6 SERVICES
REPLACEMENTS



FRONT

1350' 2" MAIN

APPROX // SERVICE
REPLACEMENTS



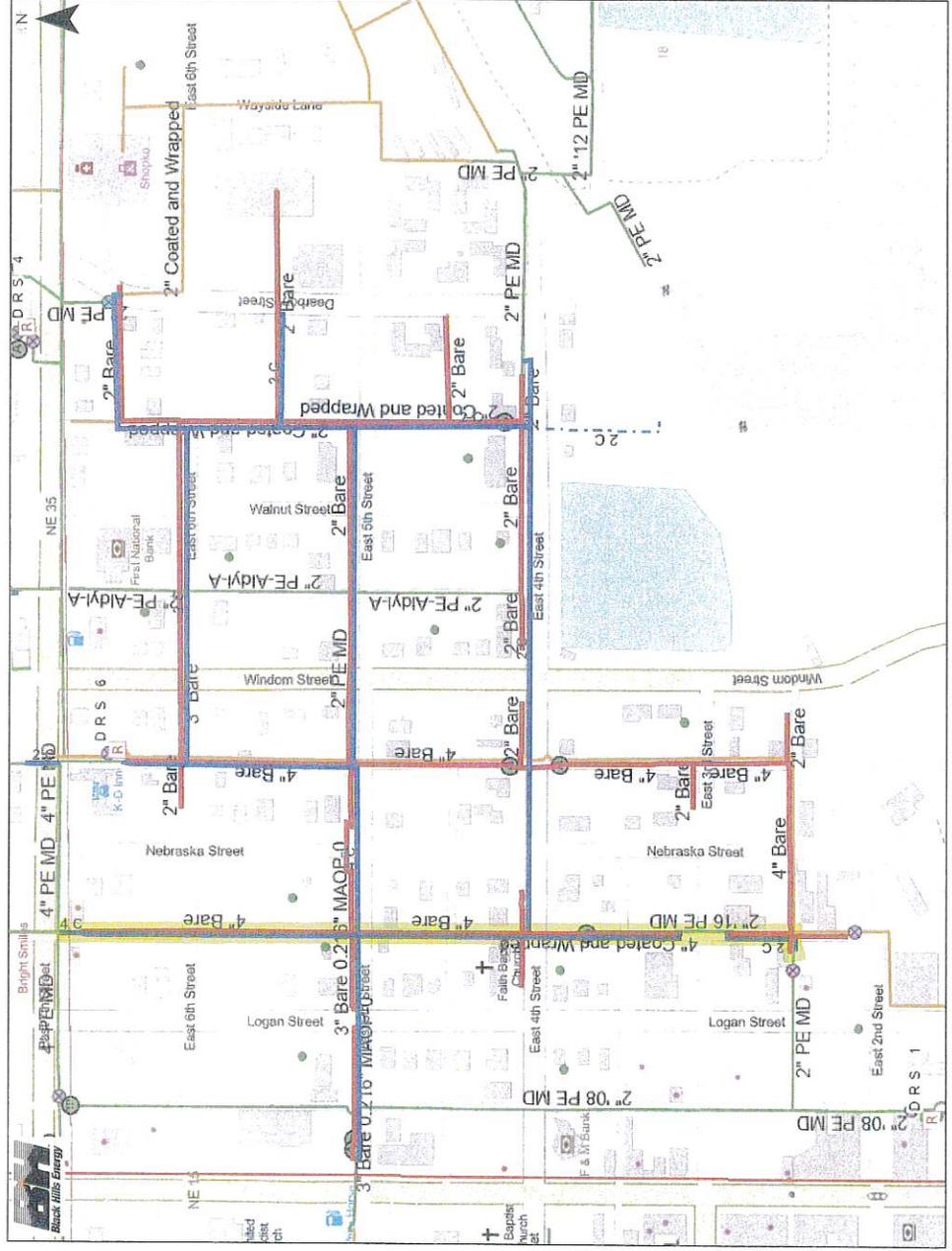
1 inch = 376 feet

ArcGIS Web Map

Author: ArcGIS Web AppBuilder

Date: 10/4/2021

ALLEY
1700' 2" MAIN
APROX 36 SERVICE
REPLACEMENTS



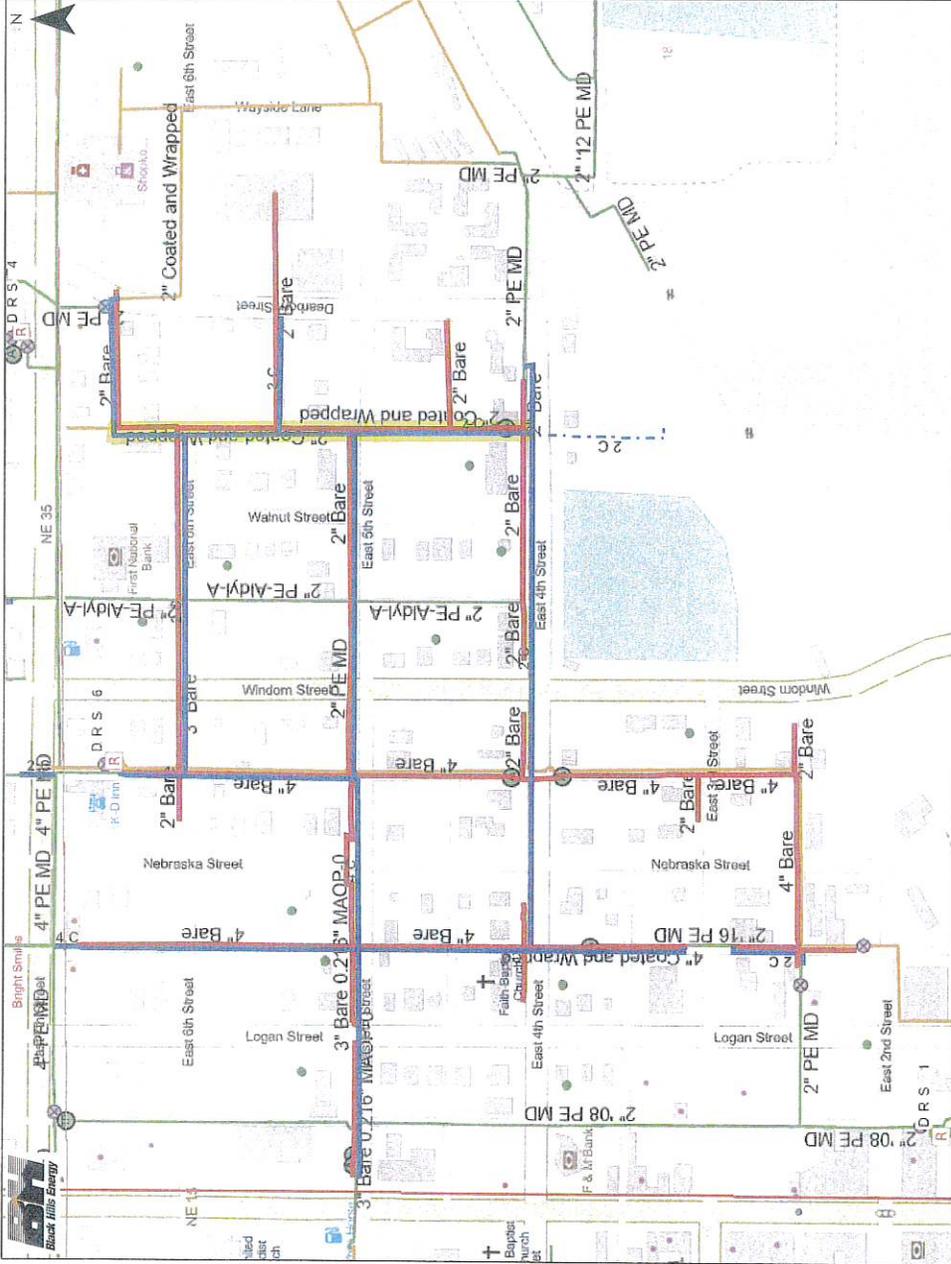
1 inch = 376 feet
ArcGIS Web Map
Author: ArcGIS Web AppBuilder
Date: 10/4/2021

ALLEY

975' 2" MAIN

APPROX 15 SERVICE

REPLACEMENT



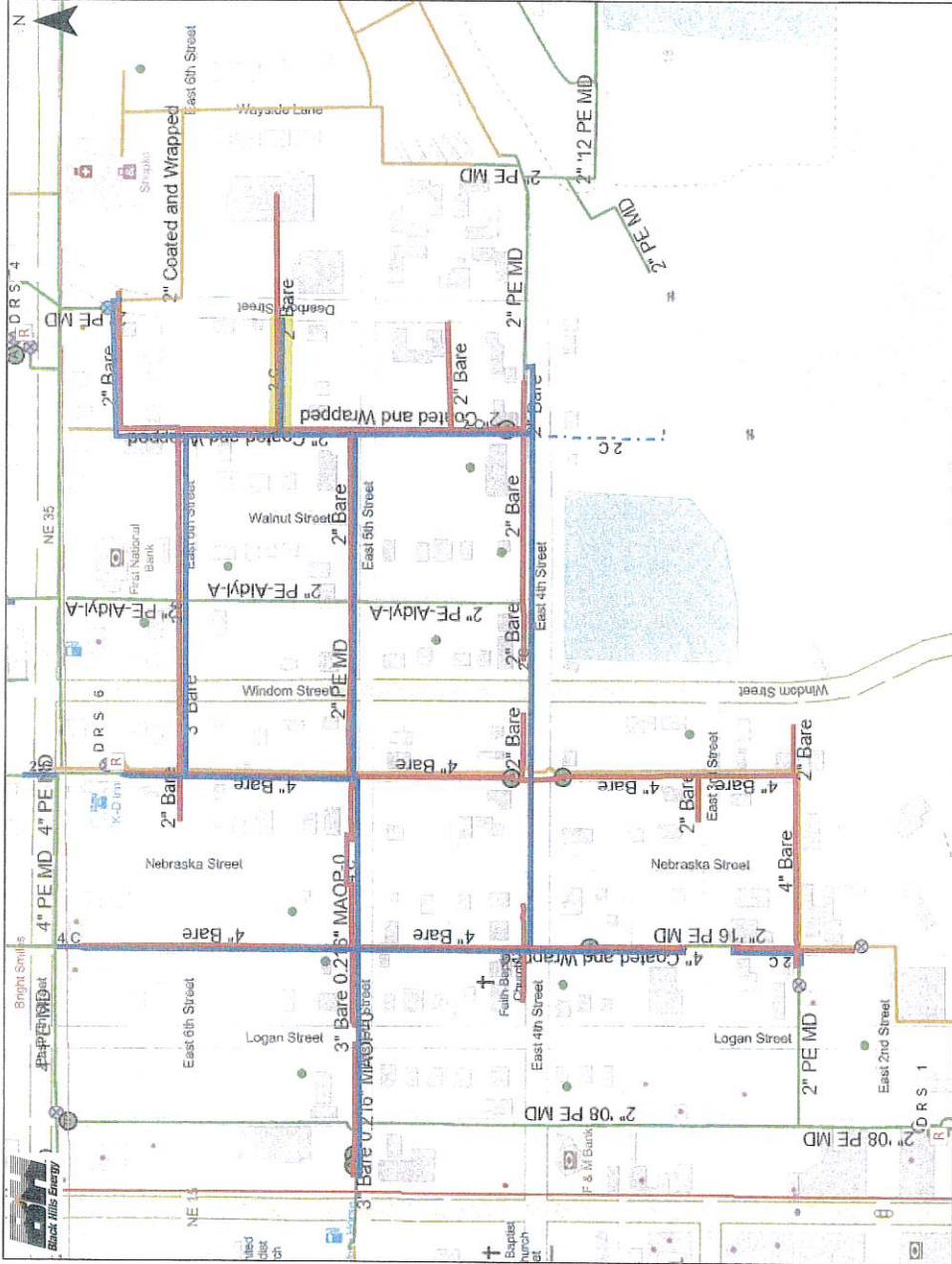
Date: 10/4/2021

1 inch = 376 feet
ArcGIS Web Map

Author: ArcGIS Web AppBuilder

ALLEY
300' 2" MASON

APPROX 17 SERVICE
REPLACE MENTS



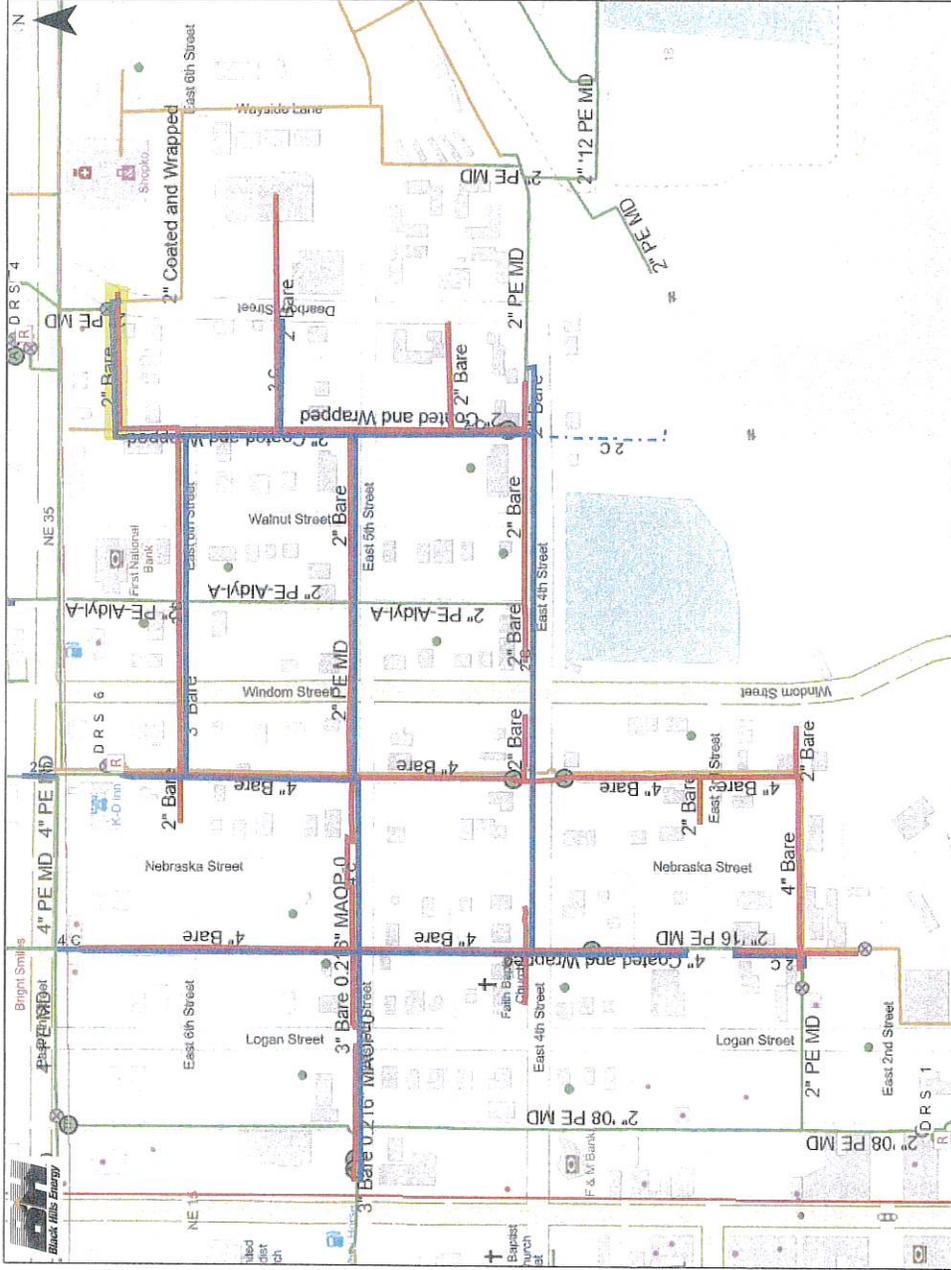
1 inch = 376 feet
 ArcGIS Web Map
 Author: ArcGIS Web AppBuilder
 Date: 10/4/2021

ALLEY

350' 2" MAIN

APPROX 5 SERVICES

REPLACEMENTS



1 inch = 375 feet
 ArcGIS Web Map
 Author: ArcGIS Web AppBuilder
 Date: 10/4/2021

RESOLUTION NO. 2021-63

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“WELL NO. 6 PUMP REPLACEMENT PROJECT.”**

WHEREAS, the Water/Wastewater Department solicited proposals/bids for the “Well No. 6 Pump Replacement Project:” and

WHEREAS, four proposals/bids were received on said project; and

WHEREAS, the proposals/bids have been reviewed by City Staff; and

WHEREAS, City Staff is recommending that the proposal/bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the proposal/bid for the “Well No. 6 Pump Replacement Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Downey Drilling, Inc. Kearney, Nebraska	\$35,405.00

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

PASSED AND APPROVED this 19th day of October, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

Lexington, NE Kearney, NE Garden City, KS

TO: **The City of Wayne**

Address: **Well 6**

1 Water lubricated line shaft turbine pump consisting of a new 60HP, INVERTER DUTY VHS MOTOR; a 6" discharge head assembly; 180' of 6"x1-3/16" water lube column assembly and a new 10" water lubricated bowl assembly capable of 500 GPM @ 372' of TDH. We will remove the existing submersible pump and install the above described turbine pump in Well 6. The lump sum cost, excluding applicable sales tax is \$35,405.00 \$35,405.00

As an alternate, we would provide a new water lubricated stuffing box assembly and reuse the existing discharge head, and provide a deduct to the above cost of (\$1,100,00)

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TOTAL		\$35,405.00
Sales tax	Not Included	
TOTAL		\$35,405.00

Grand Total

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: 

Dated this **15th** day of **Oct.** **2021**

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

Lexington, NE Kearney, NE Garden City, KS
(308)-324-2303 (308)-237-9283 (620)-277-7971

TO: **The City of Wayne**

Address: **Well 6**

LEGAL: **Water lubricated line shaft turbine pump consisting of a new 60HP, INVERTER**

*****EXCLUSIONS AND STIPULATIONS*****

- 1) DIGGERS HOTLINE WILL BE NOTIFIED BY DDI. ALL OTHER PRIVATE UTILITIES ARE THE RESPONSIBILITY OF THE OWNER.
- 2) **DDI DOES NOT GUARANTEE QUANTITY OR QUALITY OF WATER.**
- 3) SITE WILL BE ACCESSIBLE WITH WHEELED EQUIPMENT. IF EQUIPMENT HAS TO BE ASSISTED (PULLED) IN TO SITE, ADDITIONAL CHARGES WILL APPLY.
- 4) LOST CIRCULATION MATERIALS / DRILLING FLUID ADDITIVES ARE NOT INCLUDED

*****TERMS AND CONDITIONS*****

CONTRACT: THIS PROPOSAL AND ACCEPTANCE THEREOF AND THE TERMS HEREIN SET FORTH CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE CONTRACTOR AND THE BUYER. NO MODIFICATION, WAIVER, OR DISCHARGE OF THIS CONTRACT OR ANY OF ITS TERMS SHALL BIND THE CONTRACTOR UNLESS IN WRITING AND SIGNED BY AN OFFICER OF THE CONTRACTOR.

TITLE: THE TITLE TO ALL ITEMS INSTALLED OR CONSTRUCTED IN ACCORDANCE WITH THIS CONTRACT SHALL REMAIN PROPERTY OF THE CONTRACTOR UNTIL THE BUYER HAS PAID IN FULL THE PURCHASE PRICE IN ACCORDANCE WITH THE TERMS OF PROPOSAL. THE CONTRACTOR RESERVES THE RIGHT TO REMOVE SAID ITEMS IF THE BUYER FAILS TO PAY IN FULL AND SHALL HAVE INGRESS AND EGRESS TO THE WELL FOR THIS PURPOSE.

PRICE ADJUSTMENT: IT IS UNDERSTOOD THAT THE DEPTH OF THE WELL AND THE PUMP SETTING AS PROVIDED FOR IN THE PROPOSAL ARE BASED ON THE RESULTS OF THE TEST WELL. IT IS ALSO UNDERSTOOD THAT AT THE TIME THE WELL IS DRILLED AND PUMP IS SET, THE DEPTHS MAY BE MORE OR LESS THAN HEREIN PROVIDED, AND IN THE EVENT THE PRICE FOR THE GRAVEL PACK, DRILLING CASING, AND PUMP SETTING WILL BE ADJUSTED BY APPLYING THE UNIT PRICE IN THE PROPOSAL TO THE DEPTHS AS FINALLY DRILLED OR SET.

PAYMENT:

- 1) **FINANCE CHARGE @ 18% PER ANNUM WILL BE ACCESSED ON OVERDUE ACCTS.**
- 2) **IF PAYMENT IS NOT MADE WITHIN 60 DAYS, DOWNEY DRILLING, INC. RESERVES THE RIGHT TO FILE A LIEN ON THE PROPERTY.**

By: _____

Dated this **15th** day of **Oct.** **2021**

The undersigned, buyer, hereby accepts the proposal.

Dated this day of



PO Box 367
846 S 13th St.
Geneva, NE 68361

Toll Free: 888-496-3902
Phone: 402-759-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

October 8, 2021

City of Wayne
208 Main St.
Wayne, NE 68787

Attn: Casey Junck

RE: Estimate for Well 6 Pump Replacement

Labor to pull and set pump	\$4,500.00
1- Headshaft with adjusting nut	\$238.00
1- 60-hp US electric motor, Inverter Duty Rated for VFD	\$5,660.00
1- 6" discharge head	\$2,877.00
180'- 6" column pipe, complete	\$15,650.00
1- 8-stage 10SC Sargent bowl assembly (500 GPM @ 372' TDH)	\$9,146.00
Total (does not include applicable sales tax)	\$38,071.00

Please call if there are any questions.

Thank You

A handwritten signature in black ink, appearing to read "Doug Yantzie", written over a white background.

Doug Yantzie,
Municipal Manager

DY/ah

Quote is good for 5 days

CHRISTENSEN

WELL & IRRIGATION, INC.

88005 Hwy 57
Hartington, NE 68739

phone: 402-254-6809
email: christensenwell@hartel.net

Estimate

Date	Estimate #
9/14/2021	1305

"For All Your Water Needs... Let One Call Do It All"

Name / Address
Wayne Country Club 302 E 21st Street Wayne, Ne 68787

Project Location		Project Notes	
42 15 00.23 -97 01 21.88			
Qty	Description	Rate	Estimated Total
1	500 GPM 60 HP Goulds Sub complete w/ 180' setting 6" certalok and #2 wire 372 TDH	33,235.00	33,235.00
1	labor to pull old pump and install new 180' setting	5,400.00	5,400.00
1	freight for materials	500.00	500.00
1	mileage and trips	100.00	100.00
	NE Sales Tax	5.50%	0.00
ESTIMATE ONLY. PRICES SUBJECT TO CHANGE.		Estimated Subtotal	\$39,235.00
		Estimated Total	\$39,235.00

CHRISTENSEN

WELL & IRRIGATION, INC.

88005 Hwy 57

phone: 402-254-6809

Hartington, NE 68739

email: christensenwell@hartel.net

Estimate

Date	Estimate #
9/14/2021	1306

"For All Your Water Needs... Let One Call Do It All!"

Name / Address
Wayne Country Club 302 E 21st Street Wayne, Ne 68787

Project Location		Project Notes	
42 15 00.23 -97 01 21.88			
Qty	Description	Rate	Estimated Total
1	500 GPM Goulds oil lube turbine complete 180' setting 60 HP US motor 375 TDH	37,078.00	37,078.00
1	labor to pull old pump and install new 180' setting	5,400.00	5,400.00
1	freight for materials	500.00	500.00
1	mileage and trips	100.00	100.00
	NE Sales Tax	5.50%	0.00
ESTIMATE ONLY. PRICES SUBJECT TO CHANGE.		Estimated Subtotal	\$43,078.00
		Estimated Total	\$43,078.00

[Back to Top](#)

Betty McGuire - Re: [External] Council Seat

From: Dwaine Spieker <dwainespieker@gmail.com>

To: Betty McGuire <betty@cityofwayne.org>

Date: 9/22/2021 3:34 PM

Subject: Re: [External] Council Seat

To make it official:

I regret that I will need to resign from my Wayne City Council Ward Three spot after the October 19, 2021 meeting. I will be moving out of my residence at 1100 Sunset Drive the next day, and moving into 520 Donner Pass sometime in the following weeks.

Thank you for this, and for everything!

DS