

AGENDA
CITY COUNCIL MEETING
WAYNE SENIOR CENTER
410 PEARL STREET
December 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 in the Wayne Senior Center 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 – December 7, 2021](#)
4. [Approval of Claims](#)
5. [Presentation by Northeast Nebraska Insurance Agency on the 2022 Property & Casualty Insurance Package and action to approve the same – Cap Peterson](#)

Background: A breakout and history of our property insurance/liability coverage and costs is included in the packet. Cap will be at the meeting to discuss details and answer questions.

6. [Action on the request of the Wayne Community Housing Development Corporation for support in the amount of \\$25,600 to help with operating costs — Mytzy Rodriguez-Kufner, Director](#)

Background: Mytzy will be present requesting \$25,600 to provide operating cost assistance through May. Her official request and brochure are included in this packet.

7. [“Pine Heights Road & Utility Improvements Project” Closeout Discussion and action to assess liquidated damages and/or grant time extension](#)

Background: A memo from Jon Mooberry, Project Manager JEO Consulting Group, Inc., is in the packet with his recommendation.

8. [Action on the Nebraska Department of Transportation’s Maintenance Agreement \(2022 Renewal\)](#)

Background: This is the annual agreement with the Nebraska Department of Transportation regarding surface maintenance of the state highways through our City limits. The State maintains the driving lanes at their cost, and this agreement is for us to pay for the center turn lane through town. Typical maintenance work under this agreement is crack sealing, pothole repair, joint grinding, and concrete replacement. The City is responsible for the snow removal on the entire highway within the City limits.

9. Action to appoint Joel Hansen, Class B License number S-1155, as the City Street Superintendent for calendar year 2022, January 1 thru December 31, 2022, for the purpose of the 2022 calendar year Highway Incentive payment, to be issued to the city, by the Nebraska Department of Transportation, in February 2023
10. **Resolution 2021-75 : Authorizing the signing of the Year-End Certification of City Street Superintendent Form — 2021**

Background: These new requirements are the basis for determining the City's calendar year 2021 incentive funds. This Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2021.

11. **Resolution 2021-76: Approving the Plans, Specifications and Estimate of Cost for the "College Hill Trail Head Project," and authorizing the City Clerk to advertise for bids**

Background: The plans and specifications that have been prepared by Jill Brodersen are included in the packet.

12. **Resolution 2021-77: Accepting Bid and Awarding Contract on the purchase of a new Fire Truck**

13. Appointments:

Betty McGuire, City Clerk
Beth Porter, Finance Director
Joel Hansen, Street and Planning Director
Marlen Chinn, Police Chief
Lowell Heggemeyer, Park and Recreation Director
Diane Bertrand, Senior Citizens Coordinator
Heather Headley, Library Director
Jeff Triggs, Electric Production Superintendent
Tim Sutton, Electric Distribution Superintendent
Casey Junck, Water/Wastewater Superintendent

14. Reappointment of Terry Sievers to the Community Redevelopment Authority (5-year term – would expire 12/26)
15. **Town Hall Meeting – Annexation**
16. Adjourn

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

The Wayne City Council met in regular session at City Hall on December 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 Brendon Pick, Nick Muir, Dallas Dorey, Chris Woehler, Jason Karsky, and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Terri Buck and Matt Eischeid.

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 Brodersen made a motion, which was seconded by Councilmember Muir, to approve the minutes of the meeting of November 16, 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 Buck 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: ACES, SE, 956.14; AMAZON, SU, 1080.79; AMERITAS, SE, 157.25; AMERITAS, SE, 129.38; AMERITAS, SE, 72.00; AMERITAS, SE, 3068.52; APPEARA, SE, 120.11; ARNIE'S FORD, SE, 64.09; ASPM LANDSCAPES, SE, 19063.00; BALDWIN, KARI, RE, 25.00; BENSCOTER CONST,

RE, 500.00; BERNAL, HERWIN, RE, 500.00; BERTOLAS, RANDY, RE, 500.00; BLUE CROSS BLUE SHIELD, SE, 46852.16; BOK FINANCIAL, RE, 7367.50; BOK FINANCIAL, RE, 14222.50; BOMGAARS, SU, 909.47; BOMGAARS, SU, 120.42; BROWN SUPPLY, SU, 107.00; BSN SPORTS, SU, 70.00; CENTURYLINK, SE, 425.45; CITY EMPLOYEE, RE, 3880.00; CITY EMPLOYEE, RE, 44.54; CITY EMPLOYEE, RE, 3790.44; CITY EMPLOYEE, RE, 281.59; CITY EMPLOYEE, RE, 248.83; CITY EMPLOYEE, RE, 232.43; CITY EMPLOYEE, RE, 231.40; CITY EMPLOYEE, RE, 168.06; CITY EMPLOYEE, RE, 217.60; CITY EMPLOYEE, RE, 95.60; CITY EMPLOYEE, RE, 3483.19; CITY EMPLOYEE, RE, 479.97; CITY OF WAYNE, PY, 94254.01; CITY OF WAYNE, RE, 774.45; COLONIAL RESEARCH, SU, 268.67; COMER, HEATHER, RE, 55.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 70000.00; CONSOLIDATED MANAGEMENT, SE, 46.28; CORE & MAIN, SU, 1063.77; CUMING CO. COURT, RE, 124.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DAVE'S DRY CLEANING, SE, 48.00; DEARBORN LIFE INSURANCE COMPANY, SE, 103.20; DUTTON-LAINSON COMPANY, SU, 992.96; FIRST CONCORD GROUP, FE, 3467.88; FLOOR MAINTENANCE, SU, 54.65; FREDRICKSON OIL, SU, 1055.92; GALE/CENGAGE LEARNING, SU, 24.69; GERHOLD CONCRETE, SU, 8913.38; GODFATHERS PIZZA, SU, 119.77; HAWKINS, SU, 528.31; HILAND DAIRY, SE, 103.89; HILAND DAIRY, SE, 85.36; HP INC, SU, 6520.00; HYDRO OPTIMIZATION, SU, 6790.00; ICMA, SE, 34.38; ICMA, SE, 375.83; ICMA, SE, 145.28; ICMA, SE, 159.20; ICMA, SE, 1432.70; ICMA, SE, 8250.25; ICMA, SE, 112.52; ICMA, SE, 55.00; ICMA, SE, 124.70; ICMA, SE, 366.40; INTERSTATE ALL BATTERY, SU, 525.09; IRS, TX, 10916.29; IRS, TX, 15842.88; IRS, TX, 3705.08; ISLAND SPRINKLER SUPPLY, SE, 557.47; JEO CONSULTING GROUP, SE, 1067.56; KELLY SUPPLY COMPANY, SU, 191.71; KERKMAN, BRYCE, SE, 72.00; KNUTSON, ERIC & LINDSEY, RE, 100.00; KTCH, SE, 150.00; L.G. EVERIST, SU, 409.09; LANGLEY, BRANDY, RE, 20.00; LAWLER FIXTURE, SU, 450.94; LINDNER, PAUL, RE, 500.00; MACQUEEN EQUIPMENT, SU, 288.49; MAIN STREET GARAGE, SU, 1049.96; MARK, MICHELLE, RE, 200.00; MATT PARROTT, SU, 294.55; NE DEPT OF ENVIRONMENTAL QUALITY, RE, 201596.88; NE DEPT OF ENVIRONMENTAL QUALITY, RE, 87809.29; NE DEPT OF REVENUE, TX, 4805.17; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 243.00; NERC, SE, 930.77; NORTHEAST POWER, SE, 13819.26; NORTHEAST TIRE SERVICE, SE, 40.00; OLSSON ASSOCIATES, SE, 365.00; O'REILLY AUTOMOTIVE STORES, SU, 6.49; OVERHEAD DOOR, SE, 1098.50; PLUNKETT'S PEST CONTROL, SE, 33.75; POSTMASTER, SU, 948.17; QHA CLEANING, SE, 1499.64; QHA CLEANING, SE, 1499.64; QHA CLEANING, SE, -1,499.64; QUILL, SU, 70.56; RERUCHA, MICHAEL, SE, 72.00; SCHMITZ, CINDY, SE, 45.00; SOMMERFIELD & SONS CONSTRUCTION, RE, 500.00; SPERRY, KYLE, SE, 48.00; STATE NEBRASKA BANK & TRUST, FE, 60.32; STATE NEBRASKA BANK & TRUST, RE, 9202.50; WAYNE COUNTY COURT, RE, 230.00; WAYNE SENIOR CENTER, SE, 50.00; WAYNE SENIOR CENTER, SE, 183.25; WYAPT, FE, 25.00; AMERICAN BROADBAND, SE, 1448.27; AMERITAS, SE, 197.96; AMERITAS, SE, 2989.44; AMERITAS, SE, 72.00; AMERITAS, SE, 97.14; APPEARA, SE, 50.66; AXON ENTERPRISE, SU, 1102.32; BLACK HILLS ENERGY, SE, 1,254.18; CDW GOVERNMENT, SE, 7367.10; CERTIFIED TESTING SERVICES, SE, 539.00; CITY EMPLOYEE, RE, 137.50; CITY EMPLOYEE, RE, 5.49; CITY EMPLOYEE, RE, 118.23; CITY EMPLOYEE, RE, 121.60; CITY EMPLOYEE, RE, 60.00; CITY EMPLOYEE, RE, 20.77; CITY OF WAYNE, PY, 85081.42; CITY OF WAYNE, RE, 45.55; CIVICPLUS, FE, 7566.83; COMPLETE FLOORS, SE, 5092.00; CONSOLIDATED MANAGEMENT, SE, 54.77; COPY WRITE PUBLISHING, SE, 272.41; DEARBORN LIFE INSURANCE COMPANY, SE, 2694.77; DICKENS, RUSTY, RE, 500.00; DOWNEY DRILLING, SU, 38706.36; ECHO GROUP, SU, 183.47; ED M. FELD EQUIPMENT, SU, 18.50; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 841.75; FLOOR MAINTENANCE, SU, 103.28; GALE/CENGAGE LEARNING, SU, 49.38; GLOBAL PAYMENTS INTEGRATED, SE, 186.94; GOVERNMENTAL ACCOUNTING, SU, 307.00; HILAND DAIRY, SE, 153.84; HOLIDAY INN EXPRESS-FREMONT, SE, 279.90; HYPERION, SE, 81.00; ICMA, SE, 55.00; ICMA, SE, 8288.55; ICMA, SE, 159.20; ICMA, SE, 366.40; ICMA, SE, 1432.70; ICMA, SE, 145.28; ICMA, SE, 375.83; ICMA, SE, 34.38; ICMA, SE, 124.70; ICMA, SE, 112.52; INTERSTATE BATTERY SYSTEM, SU, 129.95; IRS, TX, 11081.48; IRS, TX, 3436.38; IRS, TX, 14693.32; JR

ROOFING, SE, 9468.00; KAY, MIKE, RE, 500.00; KEPKO ENGRAVING, SU, 151.60; KERKMAN, BRYCE, SE, 84.00; LASER PRO CORP, SE, 7857.00; MAIN STREET GARAGE, SE, 50.00; MARCO, SE, 175.92; MATHESON-LINWELD, SU, 34.25; MERCHANT SERVICES, SE, 48.90; MERCHANT SERVICES, SE, 1232.07; MERCHANT SERVICES, SE, 4089.50; MIDWEST ALARM SERVICES, SE ALARM BATTERIES, RE, -69.66; MIDWEST LABORATORIES, SE, 790.00; MILLER LAW, SE, 5416.67; NE DEPT OF REVENUE, TX, 4862.27; NPPD, SE, 24987.28; NORTHEAST POWER, SE, 6591.00; ONE CALL CONCEPTS, SE, 175.81; ONE OFFICE SOLUTION, SU, 119.00; O'REILLY AUTOMOTIVE STORES, SU, 23.98; PAC N SAVE, SU, 229.46; PAC N SAVE, SU, 757.74; PERMIT TECH NATION, FE, 25.00; PLUNKETT'S PEST CONTROL, SE, 43.26; PREMIER BIOTECH, SE, 134.86; PRONUNCIATOR, SU, 450.00; QHA CLEANING, SE, 2785.96; QUADIENT LEASING, SE, 655.38; ROBERT WOEHLE & SONS, RE, 250.00; SKARSHAUG TESTING LAB, SE, 231.67; SPERRY, KYLE, SE, 36.00; STADIUM SPORTING GOODS, SE, 78.00; STAPLES, SU, 279.28; STATE NEBRASKA BANK, RE, 6263.75; THE HOME DEPOT PRO, SU, 3456.58; TITAN MACHINERY, SU, 436.29; TOM'S BODY & PAINT SHOP, SE, 117.50; TYLER TECHNOLOGIES, SE, 200.00; VIAERO, SE, 66.46; WASTE CONNECTIONS, SE, 200.00; WAED, SE, 8592.41; WAYNE VETERINARY CLINIC, SE, 602.00; WAPA, SE, 20069.90; WIGMAN COMPANY, SU, 1949.24; WISNER WEST, SU, 128.15

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, 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 Eischeid who were absent and Councilmember Woehler who abstained, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the mayoral appointment of Mytzy Rodriguez-Kufner as Commissioner to the Wayne Public Housing Authority. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Terry Mead, representing JEO Consulting Group, Inc., presented Change Order No. 2 which is a decrease of \$15,921.60 to Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project - CDBG No. 19-PW-017." This squares up the "as-built" quantities with the contract quantities. The majority of the savings comes from a bid item that was in the contract for stabilized subgrade. The contractor did end up stabilizing some of the subgrade on his own, but the City did not pay for that.

Councilmember Karsky made a motion, which was seconded by Councilmember Brodersen, approving Change Order No. 2, which is a decrease of \$15,921.60 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 Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Contractor's Application for Payment No. 5 was submitted by JEO Consulting Group, Inc., in the amount of \$29,020.20 to Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017." There is still being held \$36,303.99 in retainage. This is being held back because the contractor went past the date that he was required to complete the project, so there is a possibility of liquidated damages being assessed. The City will have the discussion of whether or not to assess liquidated damages at their next meeting.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving Contractor's Application for Payment No. 5 in the amount of \$29,020.20 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 Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Mr. Mead stated the Certificate of Substantial Completion establishes November 19th as the actual date upon which the contractor had substantial completion. However their contract date was November 5th.

Councilmember Muir made a motion, which was seconded by Councilmember Karsky, approving the Certificate of Substantial Completion (date of November 19, 2021) for 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 Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Karsky introduced Ordinance No. 2012-14 and moved for approval of the third and final reading thereof; Councilmember Woehler seconded.

ORDINANCE NO. 2021-14

AN ORDINANCE ADOPTING OFFICIAL CITY OF WAYNE WARD MAP.

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

Administrator Blecke stated that Northeast Power approached the City to gauge our interest in selling excess power we would have when we generate back to the grid during emergencies. The agreement in the packet does not force the City to generate or generate in excess. It only allows the City to sell excess power generated that we put back on the grid to Northeast Power. Northeast Power is looking to specifically hedge their power purchases through February 2022, especially if another “polar vortex” took place. After March 1, 2022, Big Rivers (BREC) has hedges in place to minimize purchase risks for both Northeast Power and the City of Wayne. Staff has worked on a determined price for the agreement; this price is a fixed cost (i.e. personnel, maintenance) plus a variable fuel cost and a 20% upcharge, and the same is included in the Resolution that was distributed.

After discussion, Councilmember Brodersen introduced Resolution No. 2021-68 and moved for its approval, with the following changes to subparagraph a. thereof:

“If the City runs generators to produce power for the benefit of the City, and if the City produces excess power, then the City ~~shall~~ **may** first offer excess power to Northeast for the price of \$250 plus \$73.50 times the day of diesel cost per megawatt hour prior to placing excess power for sale on the market.

Councilmember Karsky seconded the motion.

RESOLUTION NO. 2021-68

A RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF WAYNE AND NORTHEAST POWER.

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

The City recently adopted “Procurement Procedures and a Code of Conduct” back in August, 2021; however, the Department of Economic Development has, again, updated the said document. A few changes were: updated values for micro-purchases and small purchase thresholds, which have increased from \$3,000 and \$150,000 to \$10,000 and \$250,000 respectively.

Councilmember Brodersen introduced Resolution No. 2021-69 and moved for its approval; Councilmember Dorey seconded the motion.

RESOLUTION NO. 2021-69

A RESOLUTION ADOPTING UPDATED PROCUREMENT PROCEDURES AND CODE OF CONDUCT.

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

The following Resolution would approve an agreement with Northeast Nebraska Economic Development District for the general administration of CDBG 21-HO-35041. The City was notified on November 18th that it was awarded up to \$315,000 to be used for owner-occupied rehabilitation. This is the grant that the City applied for, but will be used by Wayne Community Housing Development Corporation for owner-occupied rehab purposes. The amount was for \$250,000, with no match required.

Councilmember Karsky introduced Resolution No. 2021-70 and moved for its approval; Councilmember Muir seconded the motion.

RESOLUTION NO. 2021-70

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (OWNER-OCCUPIED REHAB) 21-HO-35041).

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

Lowell Heggemeyer, Parks and Recreation Director, obtained two bids for the purchase of a new pickup truck. After reviewing the bids, his recommendation is to accept the low bid from Arnie's Ford, Inc., through the state bid system, in the amount of \$36,023. This will replace the 1991 Chevrolet flatbed.

Councilmember Brodersen introduced Resolution No. 2021-71 and moved for its approval; Councilmember Karsky seconded the motion.

RESOLUTION NO. 2021-71

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. - \$36,023.

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

Through the years, the City has entered into interlocal agreements with the Village of Carroll to utilize Wayne's certified water treatment personnel; the most recent one being entered into in 2009. Casey Junck, Water/Wastewater Superintendent, was hired as the after hours part-time water/wastewater operator for Carroll. Casey is now stepping down from that position. Jacob Davis is/has now stepped into that position. This Resolution will just reaffirm what was passed back in 2009 and then authorize the Mayor to sign the application for Jacob to serve as a licensed operator for more than one Nebraska public water system.

Councilmember Karsky introduced Resolution No. 2021-72 and moved for its approval; Councilmember Dorey seconded.

RESOLUTION NO. 2021-72

A RESOLUTION REAFFIRMING THE INTERLOCAL COOPERATIVE AGREEMENT TO JOINTLY OPERATE THE MUNICIPAL WATER SYSTEMS AND THE MUNICIPAL WASTEWATER SYSTEMS OF THE CITY OF WAYNE AND THE VILLAGE OF CARROLL AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION OF JACOB DAVIS TO SERVE AS A LICENSED OPERATOR FOR MORE THAN ONE NEBRASKA PUBLIC WATER SYSTEM.

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

The following Resolution would amend the Personnel Policy – Section 7.15 Holiday Leave to add Juneteenth as a holiday and Section 13.11 Employee Benefits to add "cell phone stipend." The cell phone stipend was implemented back in December, 2005, but was never included in the personnel manual. The stipend of \$25 has not been changed since 2005. This amendment increases the stipend from \$25.00 to \$50.00 per month for full-time and permanent part-time employees.

It was noted that verification should take place on employees having a cell phone.

Councilmember Muir introduced Resolution No. 2021-73 and moved for its approval; Councilmember Dorey seconded.

RESOLUTION NO. 2021-73

A RESOLUTION AMENDING SECTION 7.15 HOLIDAY LEAVE AND SECTION 13.11 EMPLOYEE BENEFITS OF THE CITY OF WAYNE PERSONNEL MANUAL.

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

The following Resolution would amend the Wage and Salary Schedule by including a 3% cost of living increase that was approved in the budget. The following are changes to said schedule:

- “Lifeguard” position was separated from “Part-Time Employees;”
- “Power Plant Mechanic/Operator I” was added; and
- “Light Plant Operator II” was deleted.

This would be effective with the first payroll period in January, 2022.

Councilmember Brodersen introduced Resolution No. 2021-74 and moved for its approval; Councilmember Muir seconded the motion.

RESOLUTION NO. 2021-74

A RESOLUTION AMENDING THE WAGE AND SALARY SCHEDULE.

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

Discussion took place on changing from voting for Councilmembers by ward to voting for Councilmembers by ward (4) and at-large (4) and directing staff to prepare the necessary documents for the same.

From the previous conversation with Council, staff has done more research into how a new at-large/ward system would transition from a ward system of representation. State Statute spells out how to obtain the at-large representatives (at the first election, the 2 at-large candidates receiving the highest votes

would get 4-year terms and the others would get 2-year terms), but does not state how the ward reps would transition.

State Statute 32-554 states that the City Council “shall establish districts or wards so that approximately one-half of the members of its governing board may be nominated and elected from districts or wards at each election. Districts or wards shall be created not later than October 1 in the year following the general election at which the question was voted upon.” This could mean that even number wards can be elected to 2-year terms and odd number wards to 4-year terms at that first election. This scenario means at the first election, Wayne elects two at-large members to 4-year terms, and the two odd number wards to 4-years; and it also elects two at-large members to 2-year terms and the two even number wards get 2-year terms.

The transition is “messy,” as the Council would have to determine/volunteer which members are being elected to what type of term. However, once the first election is held, the subsequent elections would be similar to what we do now, but with two members every election being at-large and two every election being from wards.

After further discussion, the item died for lack of a motion.

Councilmember Muir made a motion, which was seconded by Councilmember Woehler to set a town hall meeting to discuss annexation for Tuesday, December 21, 2021, at 5:30 p.m. at the Wayne Senior Center. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:38

**Council Approved 12/7/21**

Vendor	Payable Description	Payment Total
MYERS CONSTRUCTION	PINE HEIGHTS	29,020.20
ACE HARDWARE & HOME	BRACKET/FILTERS/TOOLS	590.86
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	105.57
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,831.94
AMERITAS LIFE INSURANCE	AMERITAS ROTH	161.93
APPEARA	LINEN & MAT SERVICE	104.41
ARKFELD LOCK & SECURITY	HOUDINI SPRAY	154.08
BAKER & TAYLOR BOOKS	BOOKS	1,132.88
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	106,319.25
BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY	BALLFIELD LIME	2,532.06
BMI	RADIO LICENSE FEE	331.20
BOARD OF EXAMINERS - COUNTY	2022-2024 CLASS A LICENSE	75.00
BORDER STATES INDUSTRIES, INC	COATED DEADEND WIRE/BRACKETS/FLANGES	957.12
BSN SPORTS, INC	VOLLEYBALL TELESCOPING POLE SYSTEM	10,007.93
CARHART LUMBER COMPANY	WOOD/BATTERIES/FASTENERS	270.57
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,077.06
CITY EMPLOYEE	VISION REIMBURSEMENT	95.60
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,723.17
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,042.98
CITY EMPLOYEE	VISION REIMBURSEMENT	95.60
CITY EMPLOYEE	MEDICAL/VISION REIMBURSEMENT	100.16
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,885.42
CITY OF WAYNE	PAYROLL	85,667.79
CITY OF WAYNE	UTILITY REFUNDS	1,395.87
CITY OF WAYNE	WAED MEDICAL REIMBURSEMENT	1,042.98
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	160.51
CORE & MAIN LP	IPERL WATER METER	1,386.00
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	16,048.68
DAHL, RYAN	CAC OVERPAYMENT	175.76
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	67.79
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	63.00
DEMCO INC	BOOK DISPLAY RISERS/REPAIR WINGS	153.96
EAKES OFFICE PLUS	COPY CHARGES	219.89
ECHO GROUP INC JESCO	BULBS/WIRE	167.91
ED M. FELD EQUIPMENT CO INC	LOCKOUT TAG	62.00
ELECTRICAL ENGINEERING & EQUIPMENT	SURFACE KIT	285.76
ELLIS HOME SERVICES	DRINKING FOUNTAIN REPAIR	80.90
EXHAUST PROS TOTAL CAR CARE	TOWING CHARGE	69.55
FAITH REGIONAL PHYSICIAN SERV.	PRE EMPLOYMENT TESTING	30.00
FEILMEIER, DAVE	RIGHT OF WAY DEPOSIT REFUND	500.00

FLOOR MAINTENANCE	FOAM CONTAINERS/NAPKINS/GLOVES	289.93
GALE/CENGAGE LEARNING	BOOKS	100.06
GERHOLD CONCRETE CO INC.	CONCRETE/ROAD GRAVEL/SAND SLURRY	2,833.58
GROSSENBURG IMPLEMENT INC	FILTERS/CAP SCREWS/NUTS	367.29
HAWKINS, INC	AZONE	454.54
HERITAGE HOMES	AUDITORIUM DEPOSIT REFUND	200.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	158.45
HOMETOWN LEASING	COPIER LEASES	436.02
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	ICMA RETIREMENT	1,432.70
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	145.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,264.29
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	366.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	34.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	159.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	375.83
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	112.52
INTERSTATE BATTERY SYSTEM	BATTERIES	247.90
IRS	MEDICARE WITHHOLDING	3,433.06
IRS	FEDERAL WITHHOLDING	10,693.79
IRS	FICA WITHHOLDING	14,679.14
JEO CONSULTING GROUP	AQUARIUS TANK/CENTENNIAL/PINE HEIGHTS/MASTER AGMT	12,142.86
KTCH AM/FM RADIO	GREEN TEAM BATTERY RECYCLING	840.00
LUTT OIL	GASOLINE/TIRE REPAIR	5,480.79
MAIN STREET GARAGE, LLC	AIR FILTER/OIL FILTER CHANGE	174.27
MATHESON-LINWELD	ARC WELDING ELECTRODE	381.21
MCLAIN, CHARLES	LIBRARY/SENIOR CENTER WINDOW CLEANING	100.00
MIDWEST TAPE LL	AUDIO BOOKS	47.99
MILLER, STEVE	ENERGY INCENTIVE	500.00
NDEE-FISCAL SERVICES	WATER OP III/VI RENEWALS	230.00
NE DEPT OF REVENUE	STATE WITHHOLDING	4,746.63
NORFOLK DAILY NEWS	POLICE OFFICER ADS	385.00
NORTHEAST NE ECONOMIC DEV DIST	19-PW-017 NV 21 GENERAL ADMIN/CONSTRUCTION SERVICES	2,720.78
ODEYS INC	FASTLINE PAINT	1,501.96
OLSSON ASSOCIATES	CHICAGO STREET	6,100.00
O'REILLY AUTOMOTIVE STORES, INC.	BRAKE LIGHT SWITCH	42.97
OVERDRIVE, INC.	AUDIO/E BOOKS	781.42
QUALITY FOOD CENTER	ICE/BROOM/COFFEE	30.12
RONHOVDE, ANNE	BUILDING PERMIT DEPOSIT REFUND	500.00
S & S WILLERS, INC.	FILL SAND	319.09
SEBADE CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	1,000.00
SEMERAD, MICHAEL	FIRE APPARATUS BID CONSULTING FEE	1,085.00
SERVICE TECH OF CENTRAL IOWA, INC	FIRE HYDRANT SUPPLIES	3,949.32
STAPLES, INC	OFFICE SUPPLIES	420.08
THOMPSON, LUCAS	RIGHT OF WAY DEPOSIT REFUND	500.00
TIETMEYER, WILL	BUILDING PERMIT DEPOSIT REFUND	500.00

Vendor	Payable Description	Payment Total
TOM'S BODY & PAINT SHOP	WINDSHIELD REPLACEMENT	560.00
US BANK	DIVING BOARD/PROGRAM SUPPLIES/TECH SUPPLIES	8,506.87
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,014.13
UTILITY EQUIPMENT CO	COUPLING/PIPE	383.20
VERIZON WIRELESS SERVICES LLC	CELL PHONES	535.67
WAHLTEK, INC	VOICE RECORDER	18,752.00
WATSON LABEL PRODUCTS	LABELS	404.82
WAYNE AREA ECONOMIC DEVELOPMENT	LB 840 ADMINISTRATION	5,000.00
WAYNE AUTO PARTS	BRAKE LUBE/FILTERS/SEAFOAM	82.29
WAYNE COUNTY TREASURER	WESTERN RIDGE DG TIF BOND REFUND	3,043.83
WESTERN RIDGE III	TIF PRINCIPAL & INTEREST	6,320.93
	Claims	377,292.43
	Grand Total	406,312.63

<u>CITY OF WAYNE</u>			
	2020-2021	2021-2022	2022-2023
PROPERTY PREMIUMN	\$129,976.00	\$130,711.00	\$147,258.00
Co-Ins 100% Values	\$43,045,587.00	\$43,430,387.00	\$45,006,297.00
Extra Expense	\$120,000.00	\$120,000.00	\$120,000.00
Add Park Equipment		\$10,000 deductible	\$10,000 deductible
Add coverages for Carroll & WSC net tower			
COMMERCIAL OUTPUT	\$64,059.00	\$64,079.00	\$68,794.00
Power Plant			
Building - Stated Value	\$40,304,000.00	\$40,316,900.00	
Contents - Rep. Cost	163,900.00	\$164,000.00	
AUTO	\$27,692.00	\$34,369.00	\$38,583.00
Added 2021 Ford Deleted 2001			
Added 2021 GMC Deleted 1991			
Added 2021 GMC Deleted 1971			
Added H&H Trailer Deleted 1987			
Added 2005 Cargo Trailer			
INLAND MARINE	\$9,390.00	\$9,610.00	\$9,610.00
UMBRELLA	\$24,836.00	\$26,451.00	\$26,443.00
Additional Insured Wayne Rural Fire District			
LINEBACKER	\$4,602.00	\$5,087.00	\$5,087.00
Law Enforcement Liability	\$2,851.00	\$3,854.00	\$3,854.00
CRIME	\$571.00	\$511.00	\$511.00
LIABILITY	\$17,592.00	\$18,552.00	\$19,494.00
Additional Insured Wayne Rural Fire District			
WORKERS COMPENSATION	\$75,185.00	\$81,042.00	\$100,171.00
Exp Mod	0.9		
TERRORISM	INCLUDED	INCLUDED	INCLUDED
	\$2,488.00	\$2,488.00	\$2,488.00
TOTAL	\$356,694.00	\$374,266.00	\$419,805.00

Request of Funds from City of Wayne

Purpose:

Wayne Community Housing Development Corporation (WCHDC) is seeking support from the City of Wayne to help with the cost of operating costs.

Background:

WCHDC has worked jointly with the City of Wayne since it began back in the mid 1990's. The mission and goals of WCHDC are to provide affordable housing for individuals in the community. Since 1996, this has been the goal of Wayne Community Housing Development Corporation (WCHDC). Through construction of apartment buildings, houses, rehabilitation of houses, and by offering down payment assistance (DPA), WCHDC has striven to make living in Wayne possible for families buying their first homes or affordable for those who may not have the funds for a down payment. All in all, the organization has funded rehab, down payments, and new construction for over 200 families in Wayne and surrounding Counties including the communities of Carroll, Emerson, Wakefield, Winside, and Wisner.

As a non-profit organization, the activities mentioned are not possible without the help of the community and local businesses. By working together we have matched funds with different grants from the state and federal programs, as well as received local funds from generous donors. The support WCHDC receives helps with the operational costs of employees who work diligently in the office to run the organization as a whole as well as create a pool of money that helps with DPA and rehab projects. Other services the organization offers include: education classes; private consultations on homeownership; management of rental assistance apartments at Meadowview Estates; rental consultations; working with contractors; working with the various entities in Wayne and outside of Wayne (i.e. WSC, WCS, banks, real estate companies, city governments; social services, etc.); everyday office procedures of payroll, paying bills, fundraising, researching, and etc.

More recently in the last 5 years rehabilitations and construction projects in Wayne and Wakefield have occurred for 30 individuals. In keeping with the strategic goals that the City of Wayne and other constituents in the community have set in place and continue to set in place, WCHDC provides that venue for providing housing for individuals who may not otherwise be able to afford and purchase and/or build houses.

Services

The types of services that are provided for the community include down payment assistance (DPA) for new home-buyers. In addition to providing home purchasing education classes and counseling, we work with mortgage lenders within the community to help individuals purchase their homes with DPA's of up to \$5,000.00 and with the use of other DPA's funds as much as 20% or up to \$20,000.00 whichever is less. Last year alone we helped 4 individuals and this year we are looking to en

our year helping a total of 6 individuals with the up to \$5,000.00. In terms of the DPA we provided assistance to 4 individuals in 2020 and due to housing availability only two individuals received this assistance in 2021. With the newly acquired Owner Occupied grant we are looking to provide assistance to at least 10 individuals who are current owners and want to rehabilitate their houses. Finally, we have construction loans available with a 1% administration fee for contractors wanting to build rental multifamily units as well as single unit houses.

Along with providing loans for individuals there is a lot of counseling that occurs for individuals who come through WCHD's doors. First time homebuyers may have the online education courses, but a one on one provides the avenue for them to create a plan of who they need to see, what they need to do, and the implementation of when they want to pursue a purchase of a house.

Counseling for individuals who rent also occurs. Because WCHDC manages Meadowview Estates, apartment buildings on the west side of town, there are many applicants who come to apply. The reason they come in is because they have issues with their landlords. While I cannot provide an apartment for everyone as there are limitations on their application (availability for a 5 member family, or income is too high, for example), I can provide assistance in terms of where to find legal information online and other places they can find places to rent.

Other Duties

Aside from working with the community, the organization operates in how it budgets, works with personnel (i.e. part time assistant and contractors), and all other aspects of running a non-profit organization (i.e. fundraising, accounting, research, community outreach). As part of the community of Wayne and Wakefield, Mytzy also works with other organizations such as the WAED board, the PRT, WHA, the City of Wayne, and the City of Wakefield, NENEDD, NAHMA, etc. Mytzy does reach out to other entities as well. Mytzy has trained in the areas of Low Income Tax Credit through NIFA, Home buying counseling education through Neighborworks, Rental Assistance Manager Training through the USDA, most of the classes she has pursued are online and at no cost. Mytzy continues to be a part of strategic planning and has gotten involved in the WAED's Leadership Wayne program (paid out of pocket) as well as the Catalyst Program through the state of Nebraska.

Request

Wayne Community Housing Development Corporation has worked with the City of Wayne in order to help the city grow and prosper economically. Alongside Wayne Area Economic Development, WCHDC's goals align with what both WAED and the City of Wayne intend to do in creating a more stable economy. While WCHDC works to acquire operating budgets from the state of Nebraska through grants, we have not been as successful the last year and are in need of assistance from the City of Wayne until a new grant can be written up in the next few months for the 2022 year. We are kindly requesting

some monetary support so that we can continue to do what we do within our organization and continue to support the vision, mission and goals from the last strategic plan and housing studies and for future housing study results and recommendations. The amount requested is \$25,600.00 which will provide assistance through May. While Meadowview provides some monetary means to support the additional monthly costs, it does not provide the total needed to pay for the salaries of Mytzy Rodriguez-Kufner and Mollie Young.

Closing Comments

Wayne community Housing Development Corporation is always grateful for the support of the City of Wayne as well as its other sponsors throughout its 25 years within the community of Wayne. Your continued support will help WCHDC to offer further assistance to the community and help in creating that thriving economic setting that involves all aspects of life. We thank you in advance for the opportunity to present.

Background

Since 1996, the goal of Wayne Community Housing Development Corporation (WCHDC) has been to provide affordable housing. Through construction of apartment buildings, houses, rehabilitation of houses, and by offering down payment assistance (DPA), WCHDC has striven to make living in Wayne possible for families buying their first homes or affordable for those who may not have the funds for a down payment. All in all, the organization has funded rehab, down payments, and new construction for over 200 families in Wayne and surrounding Counties including the communities of Carroll, Emerson, Wakefield, Winside, and Wisner.

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Your support is vital in helping our organization continue to help individuals and families find a

place to call home in our community. We appreciate your support in any of the areas listed on the next page. We are happy to answer any of your questions about the ways you can help. Email us at wchdc@wayneworks.org or give us a call at 402-375-5266.

Dedicated Staff



Mytzy Rodriguez-Kufner, executive director for WCHDC, moved to Wayne, NE in 2013. She has been involved in all aspects of Wayne Community life

since then. Mytzy is an educator by training, and lives by the motto of “life-long learner” and has pursued additional certificates beyond her terminal degree. Mytzy wears many hats as a mom of two teenagers, partner cheer-leader, entrepreneur, adjunct professor, volunteer for national organizations, author, etc. Her interest in helping individuals find affordable housing led her to pursue this position in June of 2020. Mytzy is also bilingual, which is an asset to the organization.



Mollie Young is the friendly face at the front counter. She is a Nebraska native and has lived in Wayne for over 20 years. She has worked for WCHDC

since 2019. In addition to being an office assistant, Mollie is a theatre and film arts professor. Mollie enjoys cooking, hiking, playing games and spending time with her four kids and her partner, Brian.



Ways you can help

Gifts in Kind

- Donations of materials or labor for rehabilitation projects.
- Fundraising items (t-shirts, mugs, etc.).

I would like to help in this area. Please send me a list of items needed for donations.
Please provide your mail or email address: _____

Sponsorship

Monetary donations go towards operational funding and support for homebuyers in several areas (i.e. down payment assistance, rehab work, home education classes scholarships, marketing, research, and so many other areas that will help the community with affordable housing).

Platinum (over \$10,000.00)

Highlighted in our newsletter publication and website. Banner at events. All our logoed items.

Gold (over \$5,000.00)

Highlighted in our newsletter publication and website. All our logoed items.

Silver (over \$1,000.00)

Highlighted in our newsletter & publication.

Bronze (anything up to \$999.00)

Highlighted in our newsletter.

Volunteering

Volunteer work is rewarding and allows input for improving the organization. If interested check one or more areas that interest you.

Rural Workforce housing committee

Wayne

Fund raising committee

Newsletter committee

Semi-annual yard and playground clean-up at Meadowview Estates.

Contact Information

108 W. 3rd St.
Wayne, NE 68787
wchdc@wayneworks.org



@WCHDCWayneAmerica
waynecommunityhousing.corp

402-375-5266



Please detach this portion of the brochure to provide your information on the other side. Either send it in or email the information to wchdc@wayneworks.org

Sponsors



Partners



Wayne Community
Housing
Development
Corporation



108 W. 3rd St.
Wayne, NE 68787

wchdc@wayneworks.org
402-375-5266



I am providing this follow up information based on request from Wes Blecke in regards to my proposal and request for operational funding for WCHDC.

First question was in regards to the towns and villages served within WAYNE county. We have mostly used NIFA funding in Wakefield and Wayne. The other funding comes from the local match and State share delineated below.

The second question was in how the funding is divided. The funding is delineated below of what was received in in 2018.

	% of Total Match	NIFA Share	State Share	Local Match	Total Fund
City of Wayne	38%	\$95,000.00	\$380,000.00	\$285,000.00	\$760,000.00
City of Wakefield	59%	\$146,666.67	\$586,666.67	\$440,000.00	\$1,173,333.33
County	3%	\$8,333.33	\$33,333.33	\$25,000.00	\$66,666.67
	100%	\$250,000.00	\$1,000,000.00	\$750,000.00	\$2,000,000.00

Currently the City of Wakefield is using all of the \$146,666.67 allotted to them. Through NIFA. Additionally, they are also using their state and local match funds. Currently available for their projects is \$68,000.00, which is not from the NIFA contribution.

The City of Wayne and County amounts through NIFA there is \$75,000.00 as we have been giving \$5,000.00 loans for first time homebuyers. The county of Wayne amount will be broken evenly for projects in both the City of Wakefield and the City of Wayne, with the City of Wakefield receiving half and Wayne Receiving half. Therefore, the City of Wakefield has a total of \$4166.67 and the City of Wayne has a total of \$79,166.66 from the NIFA contribution of \$250,000.00.

The City of Wayne has utilized and revolved the NIFA funds in the last 3 years. Additionally, the money currently available to be used includes the local match funding and the amount mentioned above of \$79,166.65.

RWHF funds have been used to construct single spec homes as well as multi units.

Due to construction costs, contractors have come in and not completed the application process for continuing to build in 2020 and 2021.

Finally, the last inquiry was about what happens after May. The first round of funding acquisition comes from grants that begin to be advertised in January. There was a missed opportunity to request funding at the beginning of 2021 as I was new in my position and I did not know the processes and protocol. Having been trained and now in my position for the last 18 months I feel more confident that I can receive additional funding. As always, I will continue to pursue funding sources in order to keep the operational cost of the organization (twice a year fund raising events, this fall we collected \$10,000.00 from community investors or sponsors). Finally, having just received the OOR grant through the CBDG, that one also has operational funds available. Amplifund will be managed by WCHDC and thus that amount is expected to be part of the operational money for WCHDC.

If there are additional questions, please feel free to reach out at any time.



MEMO

To: City of Wayne
From: Jon Mooberry – JEO Project manager
Date: December 16, 2021
Subject: Project Closeout Review
Wayne Pine Heights Road & Utility Improvements
City No. M-617(128), CDBG No. 19-PW-017

The following is provided for the Council's review and consideration in closeout of the Pine Heights Road & Utility Improvements project. JEO is requesting direction from the Council on how to proceed with assessment of liquidated damages and or approval of time extension.

Contract & Project Completion Times

	Original Contract	Current Contract	Project Completion
Start of Work	4/4/2021		7/23/2021
Substantial	180 Cal. Days - 10/1/2021	11/5/2021	119 Cal Days – 11/19/2021
Final	211 Cal. Days - 11/1/2021	11/19/2021	130 Cal. Days – 11/30/2021

Assessment of Liquidated Damages Per Current Contract Times & Specifications

	Current Contract	Project Completion	Cal. Days	LD's
Start of Work		7/23/2021		
Substantial	11/5/2021	11/19/2021	14	\$14,000
Final	11/19/2021	11/30/2021	11	\$5,500
Total Liquidated Damages				\$19,500

Contract Bid & Final Construction Cost Information

	Meyer's Construction
Bid Price	\$726,079.74
Current Price	\$710,158.14

As JEO's Project Manager, I evaluate the following factors for each project in consideration of time extensions and assessment of liquidated damages.

- Contract Documents and Specifications Bid
- Contract Times, Warranted Time Extensions, and Owner/Public Impacts
- Contractor Quality of Work, Adequate Workforce Committed, and Commitment to Complete Work

Meyer's Construction displayed a strong commitment to completing the project from commencement of work, completed the project in fewer calendar days than originally required per the Contract Documents, and constructed the project with a high level of workmanship. Below is a list of support information in consideration of evaluation factors:

- **Project funding was not compromised.** The original contract completion dates were established based on the original CDBG grant expiration date of 11/21/21. Working back from a 11/1/2021 Final Completion date based on 180 calendar days estimated to complete the project, a start date of 4/4/2021 was originally established in the Contract bid. *Given justification provided by Meyers for not being able to start 4/4/2021, meet the original completion dates, and approval of an extension to the CDBG grant expiration date currently as 5/21/2022, the project funding was not compromised.*
- **Reduced construction timeframe and impacts to Owner/Public.** The Contractor *substantially completed the project in 61 fewer calendar days than originally specified in Contract Documents resulting in reduced impacts and access restrictions to adjacent property owners and the traveling public.*
- **Proactive measures and actions were taken in attempts to meet the original completion times,** such as:
 - Staffed the project with additional crews to increase productivity.
 - Contracted with additional subcontractors to expedite construction activities and paving operations.
 - Located underground utilities ahead of construction activities and effectively worked with JEO and utility providers to resolve conflicts without significant delays or additional project costs.
 - Utilized fly ash to stabilize the subgrade along 10th Street and removed saturated soils to expedite construction at no additional cost to the city.
 - Provided regular notification letters to residents informing them of construction progress and coordination items.
 - Coordinated with the City on and reinstalled irrigation systems at no additional cost to the City.
 - Installed netless erosion control matting with seeding to minimize erosion until seeding has vegetated in the Spring at no additional cost to the City.

Therefore, in consideration of the above, it is in my opinion that no liquidated damages should be assessed, and a contract time extension should be granted to align with actual construction completion dates.



Jon Mooberry, PE
Senior Project Manager

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Wayne
Municipal Extensions in Wayne



THIS AGREEMENT, made and entered into by and between Wayne hereinafter referred to as the "City"; and the State of Nebraska, Department of Transportation, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2022.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Wayne
Municipal Extensions in Wayne

the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Wayne
Municipal Extensions in Wayne

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Transportation right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Wayne
Municipal Extensions in Wayne

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Attachment "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Attachment "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Wayne
Municipal Extensions in Wayne

paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Wayne
Municipal Extensions in Wayne

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2022, except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ____ day of _____, _____.

ATTEST:

CITY OF WAYNE

City Clerk

Mayor

EXECUTED by the State this ____ day of _____, _____.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

District Engineer



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne

Date: 1/1/22

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.35 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:
 2.35 lane miles x \$2,100.00 per lane mile = \$4,935.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 lane miles x \$ per lane mile = \$

Other (*Explain*)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101**

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to N. City Limits	15	163.84	166.07	2.23	2	4.46	4.46	0.00
W. City Limits to City Limits E of Centennial Rd.	35	28.68	30.77	2.09	3	6.27	4.18	2.09
City Limits at Industrial Drive to E. City Limits	35	31.04	31.30	0.26	3	0.78	0.52	0.26
	35	31.30	31.68	0.38	2	0.76	0.76	0.00
Total Lane Miles				4.96		12.27	9.92	2.35

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne
Date: 11/24/20

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.35 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

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Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
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	35	31.30	31.68	0.38	2	0.76	0.76	0.00
Total Lane Miles				4.96		12.27	9.92	2.35

QE1623 Supp004

Do not recreate, revise, or copy this form. Revisions, recreations, and copies will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2021

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call ____ Yes ____ No ____ Abstained ____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

Year-End Certification of City Street Superintendent
For Determining Incentive Payment
January 1, 2021 to December 31, 2021

*(1)(a) Certification of the municipality of _____ that: _____ was
the appointed City Street Superintendent from _____, 2021 to _____, 2021,

(b) the above listed individual is not [] or is a Licensed City Street Superintendent, License Number S- _____ Class _____,

(c) the above listed individual is not [] or is a Licensed Engineer in Nebraska, License Number E- _____,

(d) the superintending services of the above listed individual were provided by: (Check one box)

- [] Employment with this Municipality
[] Contract (consultant) with this Municipality
[] Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(e) the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

- 1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

- OR -

(2) From _____, 2021 to _____, 2021 this municipality did not have an appointed City Street Superintendent.

Signature of Mayor [] Village Board Chairperson []

*(3) If your municipality had a licensed superintendent for a portion of the year; had two or more successive licensed superintendents; and/or did not have an appointed street superintendent for any portion(s) of the calendar year, complete a separate Year-End Certification form for EACH appointed city street superintendent AND for any period without an appointed city street superintendent. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(e) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2021 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment for 2021 here:

For most municipalities this information may be found in the November or December 2020 or the January 2021 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call 402-479-4436 if you have any questions about what to submit for documentation.

[Back to Top](#)

RESOLUTION NO. 2021-76

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “COLLEGE HILL TRAIL HEAD PROJECT,” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans and specifications and estimate of cost of \$383,000, as prepared by the City’s Engineer and/or Architect and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer and/or Architect.

PASSED AND APPROVED this 21st day of December, 2021.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

City of Wayne

PROJECT

College Hill Park Trail Head

1220 Lincoln Street

Wayne, Nebraska 68787

December 21, 2021

This project consists of the existing Pool House to be rehabilitated for a new use as a meeting space with kitchen, restroom, storage, and second exterior rest room for utilization by the walking trail users.

Site Verify all existing conditions. All materials and installations to meet 2010 ADA requirements. Materials to be commercial grade.

DEMOLITION

Some building demolition has already been completed, demolition work to be verified on site with City of Wayne. Demolition to include removal and disposal of interior walls, ceilings, openings, floor slab all areas, doors, windows, shingles, soffit, fascia. Other items to be site verified. Existing exterior walls, foundation, and roof framing to remain.

CONCRETE FLAT WORK

New interior floor slab to be 4" reinforced concrete over 10 mil. vapor barrier, 6" granular fill, 3,000 psi mix design. 2" rigid foam insulation under entire slab. Floor slab to be smooth trowel finish with 2 coats Kure-N-Harden sealer. 18"x16" deep thickened slab at interior cmu walls.

MASONRY

Patch existing openings with concrete masonry units and brick to match exterior. Repair existing masonry cracks and holes in exterior walls. Interior walls at restrooms and mechanical room to be 8" concrete masonry units, exposed. Fully grout cores. New restrooms ceilings to have a 6" concrete cap with #4 rebar at 12" o.c. each way with bent ties to walls.

FRAMING & INSULATION

Furr exterior walls with 20 gauge 1 1/2" metal "Z" furring at 24" o.c., 1.5" rigid foam insulation and 5/8" gypsum board. Gypsum Board to have smooth finish square corner bead.

New interior framed wall at kitchen to be 2x4 framing at 16" o.c. with treated sill and double top plate, top of wall at bottom of trusses. New insulated roof panels to be vented GAF ThermaCal R-29.5. The insulated sheathing shall be a preassembled panel consisting of one layer of 7/16" oriented strand board top surface bonded to polyisocyanurate foam with an R-Value of the vented roof insulation shall be no less than 29.

ENTRY DOORS

Three double exterior entry doors as shown on plans to be 36" x 84" full glass exterior aluminum doors and frames with self-closing, panic bar hardware, key pad entry on the east doors. All other doors keyed. Provide Best Lock brand hardware, Owner to provide core.

DOORS, FRAMES, HARDWARE

Restrooms, Mechanical Room, and Storage to have insulated hollow metal doors and grouted frames, Best Lock brand commercial lever type ADA compliant self-closing hardware. Restrooms to have privacy lock.

WINDOWS

Windows to be 44"x84" aluminum frames with insulated glass to match doors. Solid surface sills.

PAINTING

Painting to include interior walls (cmu and furred walls), exposed rafter/trusses and roof deck, hollow metal doors and frames, exterior canopy structure/posts. Primer and two coat finish, semi-gloss. All exposed cmu walls to receive block filler primer.

CABINETS AND TOP

Cabinets to be 360 Cabinetry Signature collection with textured laminate slab drawer fronts and doors. Base cabinets to be 34" high with solid surface counter. Cabinets to be (2) 36" wide 3 drawer bases, (1) 36" sink base, and (1) 48" wide with doors and top drawers. Color and hardware to be chosen by Architect. No wall cabinets. Island to be provided by Owner.

TOILET ACCESSORIES

Restrooms accessories to include grab bars, toilet paper holder, robe hook, and 24x36" framed mirror, all ADA compliant. City to provide soap dispensers, toilet paper holders, signage and electric hand dryers to be installed by contractor.

VINYL BASE

4" Vinyl base at all interior walls.

PLUMBING

All plumbing fixtures and faucets to be ADA compliant.

Plumbing fixtures to include:

Restroom Sinks: Kohler Hudson 15" Cast iron wall mounted.

Restroom sink faucet: Kohler Elate 1.2 gpm single hole, polished chrome.

Toilets: Kohler Highline two-piece elongated

Kitchen Sink: Kohler Cairn 33 1/2" Neoroc granite composite under mount double equal basin, matte black.

Kitchen sink faucet: Kohler Crue, 1.5 gpm single hole, polished chrome.

Garbage disposal: 3/4 HP

Drinking fountain: Elkay EZH20 wall mounted drinking fountain and bottle filling station with cooler and vandal resistant bubbler. Model:

Water Heater: on demand tank less electric water heater 6-8 gpm, for restrooms and kitchen.

Floor drains at restrooms and mechanical room.

HVAC

HVAC to include glycol floor heat system for all areas from gas boiler. Electric forced air heat backup and 5 ton air conditioner. Duct work to be exposed overhead round ducts. Main areas to be zone 1. Restrooms and mechanical room to be zone 2.

ELECTRICAL

Existing service to be relocated to mechanical room. Provide new 200 amp panel box. Outlets to be in wall at exterior walls and surface mounted at cmu walls, per electrical code. Projector and fixtures to be LED type supplied by City of Wayne: (19) suspended LED fixtures at reception hall, storage and mechanical, (2) surface mounted light/exhaust fan combination at restrooms, (11) exterior soffit lights at perimeter on photocell, (6) at exterior covered patio (exterior switch), ceiling fan and ceiling mounted projector at reception hall. Provide motion switch at each restroom. Exhaust fans to be exterior venting.

ROOFING

Existing roof trusses and sheathing structure to remain. (Roof trusses to be exposed at interior spaces.) Ice and water shield underlayment with CertainTeed Landmark architectural asphalt shingles. Include all perimeter aluminum trims and transition flashing.

SOFFIT, FASCIA, GUTTERS

Rollex system 3 vented soffit and Rollex fascia, full color range. Prefinished aluminum gutters and downspouts at building and canopy area. Downspout to be on the north side (extend to manhole at northeast) and on south side to extend to south yard.

COVERED PATIOS

Covered canopy/patios include area to west and south as shown on the plan. Trussed roofs to match existing hip roof pitch, overhangs, with asphalt shingles. Concrete column footings (per addendum #1), 5" poured concrete patios, wood posts, painted. Ceilings to be 1x8 T&G car siding, pine, stained.

SITE PAVING

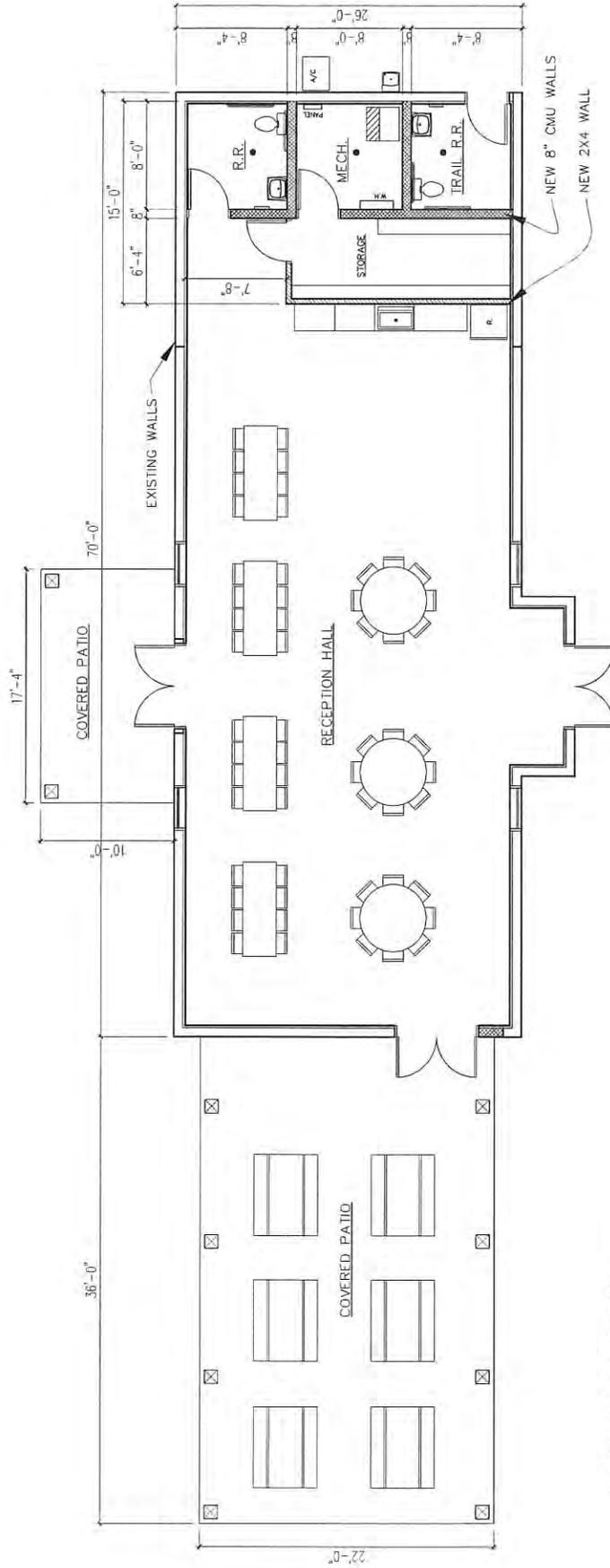
Sidewalks to be 6" x 6' sidewalks around building and connecting to trail. For bid purposes use 450 square yards of concrete. City to provide ADA sidewalk plates. Site paving over compacted gravel base, broom finish. Site rough grading and drainage. Clean up and removal of all construction material by final inspection.

City to provide:

Refrigerator, tables, chairs, exterior site demo, landscaping, electrical service and water service within 5' of building. Structural engineering via Addendum #1.

Contact: Wes Blecke, City Administrator 402,375,1733 wblecke@cityofwayne.org

Architect: Jill Brodersen 402.369.1304 Jill@jmbArch.net



OCCUPANCY REVIEW:

GROSS SQUARE FOOTAGE: 1,873 S.F.
 NET SQUARE FOOTAGE OF INTERIOR OPEN AREA: 1,118 S.F.

A-2 OCCUPANCY 15 S.F./ OCCUPANT = 75 OCCUPANTS AT TABLES & CHAIRS

MAIN FLOOR PLAN

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



JILL BRODERSEN, ARCHITECT
 105 MAIN STREET
 WAYNE, NE 68787
 402.369.1304 JILL@JMBARCH.NET

CITY OF WAYNE POOL HOUSE RENOVATION
 1220 LINCOLN STREET
 WAYNE, NE 68787

FLOOR PLAN

12.21.21

A-1

PROPOSAL

December 21, 2021

PROJECT

College Hill Park Trail Head
1220 Lincoln Street
Wayne, Nebraska 68787

BID TO

Wayne City Council
City of Wayne, Nebraska

The undersigned, having carefully examined the plans, contract documents, and the site of the proposed work, and being thoroughly familiar with the conditions of the proposed project, hereby agrees, if this bid is accepted, to furnish all labor, materials, tools, use of contractor's equipment, and all else necessary to construct the project in accordance with the contract documents within the time set forth herein and at the prices set forth below. The work consists of the construction rehabilitation of the old swimming pool house to be known as the College Hill Park Trail Head property and related work thereto as described in the plans.

BASE BID

Rehabilitation of the existing pool house, including building, covered canopies, and miscellaneous work, complete as specified on plans dated December 21, 2021.

Total Base Bid \$ _____

ACKNOWLEDGEMENTS

The bidder acknowledges receipt of the plans, and instructions to bidders dated December 21, 2021.

The bidder acknowledges receipt of the following addenda:

Date _____ Number _____

Years of experience on comparable projects: _____

Anticipated start date: _____ Anticipated completion date: _____.

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good sufficient surety.

The undersigned herewith submits a bid bond in the amount of \$_____, being five percent (5%) of the total bid, which shall become the property of the City of Wayne, Nebraska, if the undersigned fails to enter into a contract within ten (10) days with the City of Wayne, Nebraska.

The City Council of Wayne, Nebraska reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids. The City Council of Wayne, Nebraska reserves the right to base award of the project on factors other than price as stated in the County Purchasing Act.

Dated this ____ day of _____, 2021.

Signature: _____

Printed Name: _____

Title: _____

Name of Company: _____

Address: _____

Telephone: _____ Fax: _____

NOTICE TO BIDDERS

December 21, 2021

PROJECT

College Hill Park Trail Head
1220 Lincoln Street
Wayne, Nebraska 68787

Notice is hereby given that sealed bids will be accepted until 2:00 p.m., Wednesday, January 12th, 2022 at the office of the Wayne City Clerk in the City Hall at Wayne, Nebraska for furnishing all equipment, materials, and labor for construction for the College Hill Park Trail Head Project to be built at the old swimming pool house property 1220 Lincoln Street in Wayne, Nebraska. The work shall consist of rehabilitation of the existing pool house, new canopies, and any related incidental work as outlined in the plans.

Plans may be obtained at the office of the Wayne City Clerk, Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787. Each bid shall be accompanied by a bid bond in the amount of 5% of the total bid to guarantee that the successful bidder shall enter into contract with the City of Wayne.

The Wayne City Council reserves the right to reject any and/or all bids and to waive any informalities.

Award of the Contract will be in accordance with the County Purchasing Act's competitive bidding considerations as set forth in Neb.Rev.Stat. §§ 23-3110 to 23-3114. The City of Wayne is an Equal Opportunity Employer.

CITY CLERK

INSTRUCTIONS TO BIDDERS

December 21, 2021

PROJECT

College Hill Park Trail Head
1220 Lincoln Street
Wayne, Nebraska 68787

1. **DEFINITIONS** – The following terms as used in the contract documents shall be defined as follows:

Contract – The contract documents consisting of the Agreement, the Instructions to Bidders, Specifications, Drawings, including all modifications thereof, incorporated in the documents before their execution, the Contractor’s Performance Bond, and the contractor’s Insurance Certificates.

Owner – City of Wayne, a governmental subdivision of the State of Nebraska, acting through its City Council, which is the contracting party initiating the project as set forth in the contract.

Contractor – The party or parties entering into contract for the performance of the work and subject to the terms of said contract, including agents, employees, workers, subcontractors, or assignees of said contractor.

Subcontractor – A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only on work considered in this contract.

Architect– the Architect in charge or the duly authorized assistants, acting under authority of the City of Wayne City Council.

Work – All work including materials, labor, supervision, equipment, and use of tools necessary to complete the construction called for in the contract in full compliance with the terms of the contract.

Project – The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to that within the contract.

Surety – The person, firm, or corporation that has executed, as surety, the Contractors Performance Bond, securing the performance of that within the contract.

2. **BID SECURITY** – Each Proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid. The bid security of the three lowest bidders will be retained until a contract is entered into by the successful bidder and the required bonds and insurance certificates files. All other bid securities will be returned after the tabulation of the bids is completed and the contract awarded. Failure to execute a contract and submit the required bonds and insurance certificates within ten (10) days from the date of award of the contract shall be just cause for annulment of the award and forfeiture of the bid bond.

3. **PROPOSAL SUBMITTAL** – Proposals and all supporting documents required to be attached thereto must be submitted to the Owner. Proposals shall be made on bid forms provided by the City of Wayne. The name and address of the bidder must appear on the envelope in which the proposal is submitted. Each proposal shall be sealed in an envelope labeled (Contract Proposal, College Hill Park Trail Head Project), and addressed to the City Council, Wayne, Nebraska. All bids are to be made only on forms of proposal furnished by the Owner. Bids shall be delivered to the office of the Wayne City Clerk, City Hall, 306 Pear Street, Wayne, Nebraska 68787. Bids, which are mailed, shall be in a sealed envelope as described above inside the mailing envelope. Fax, email, or electronic bids will not be accepted.
Bidders shall provide all information requested on the proposal form. Failure to do so may result in the bid being rejected.
4. **WITHDRAWAL PERIOD** – Any bidder may withdraw their bid at any time prior to the scheduled bid opening. No bidder may withdraw a bid for a period of 30 days after the date of opening bids.
5. **OBLIGATION OF BIDDER** – At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to thoroughly be familiar with the plans and other contract documents. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve bidder from any obligation in respect of their bid. No extras will be given to the Contractor as a result of their failure to examine the site and plans prior to submitting a bid.
6. **INFORMALITIES** – The Owner reserves the right to waive any informalities or reject any or all bids.
7. **BASIS OF AWARD OF CONTRACT** – The Wayne City Council reserves the right to consider other than price, in making the award of contract. The City Council shall obtain any facts it deems relevant to making the award. Information requested from the bidders may include, but is not limited to, the following:
 - a) Statement that the bidder maintains a permanent address thereof
 - b) List of equipment to be used on the project
 - c) Financial statement listing assets and liabilities
 - d) List of projects of similar nature completed by the bidderThe City Council may elect, and shall have the right, to interview one or more of the bidders regarding the project prior to award of the contract, and may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
8. **CONTRACT SECURITY** – Simultaneously with the delivery of the executed Contract, the Contractor shall furnish Surety Bonds in the full amount of the contract as security for faithful performance of this Contract (including guarantee provisions) and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety on such bonds shall be a duly authorized corporate surety company satisfactory to the Owner.

9. **SUBCONTRACTS** – The Contractor shall notify the Owner in writing of the names of the Subcontractors proposed on the contract, and shall not employ any Subcontractor that the Owner objects to as incompetent or unfit. The Contractor shall be fully responsible to the Owner for the acts or omissions of their Subcontractors and of anyone employed directly, or indirectly, by them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor. Nothing contained in the contract documents shall create any contractual relationship between any Subcontractor and the Owner. The Contractor shall bond every Subcontractor (and every subcontractor of a subcontractor) by the terms stated in these instructions as far as, applicable to his work, unless specifically noted to the contrary in the subcontract approved in writing as adequate by the Owner.
10. **LAWS AND REGULATIONS** – The bidder’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rule and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though therein written out in full.
11. **INSURANCE REQUIREMENTS** – The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work on the specific project covered by these specifications hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor’s bid. Contractor shall maintain limits of not less than:
- i. Comprehensive General Liability: \$1,000,000 combined single limit for bodily injury, personal injury and property damage.
 - ii. Automobile Liability: \$1,000,000 combined single limits and property damage.
 - iii. Workers’ Compensation: As required by the state statues of the State of Nebraska.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled for non-payment by the insured except after ten (10) days’ prior written notice by certified mail, return receipt requested, and to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after sixty (60) days’ prior written notice by certified mail, return receipt requested. All required notices shall be given to Wayne City Clerk, City Hall, 306 Pearl Street, Wayne, Nebraska 68787. All work covered by these specifications shall cease immediately, when the insurance required of the Contractor is no longer in force.
- Builders Risk insurance to be covered by Owner.
12. **TIME OF COMPLETION** –The bidder shall state in the appropriate place on the proposal form the anticipated starting date of the project and date of substantial completion.
13. **INDEMNIFICATION AND HOLD HARMLESS** – The Contractor agrees to indemnify and hold harmless the Owner for any and all liability that may be caused by the Contractor’s or Subcontractor’s operations, and the Contractor’s or Subcontractor’s employees, agents, or vendors’ actions in the performance of this contract.
14. **DEFENSE OF SUITS** – The Contractor shall defend any suit that may be brought against the Contractor or Subcontractor, or their employees, agents, or vendors, or the Owner on account of damage inflicted by the Contractor’s or Subcontractor’s operations, and the Contractor’s or Subcontractor’s employees’, agents’, or vendors’ actions, and shall pay any judgments, interest, and expenses associated with such damage.

15. CHANGE ORDERS – Changes in work due to changes in scope of the project or unforeseen circumstances shall be requested in writing by the Contractor and approved by the Owner, or designated representative, prior to the work being done. A request for change order shall be submitted by the Contractor to the Owner stating the work to be done, reason for the change, and cost of the proposed work. The change order will not be in effect until approved by the Owner, or designated representative.
16. SUPERINTENDENCE AND LABOR – The Contractor shall provide a full complement of workers and equipment to perform the work required in a timely manner. The Contractor shall give personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Owner and the Architect and having authority to act for the Contractor. The Contractor shall employ none but competent and skilled workers and foreman in the conduct of work on this contract. The Architect and Owner shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without the permission of the Architect or Owner.
17. SAFETY REQUIREMENTS – It shall be the sole and exclusive responsibility of the Contractor to provide a safe place to work for all laborers and mechanics and other persons employed on or in connection with the project, and nothing in these contract documents shall be construed to give any of such responsibility to the Owner or the Architect. The Contractor will be held solely responsible for the safety, proper construction, and perfection of the entire work until the same has been finally accepted and paid for by the Owner.
18. UTILITIES – The Contractor shall determine the actual location of all existing utilities prior to starting any work that may cause damage to such utilities. The Contractor shall indemnify and hold harmless the Owner from all claims, damages, losses, and expenses, including attorney's fees, arising as a result of damage to existing utilities caused in whole or in part by the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall notify all utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating utilities. All utilities encountered must be kept in operation by the contractor and must be protected and repaired if damaged. The Contractor shall have the responsibility of negotiating with each utility having lines, wires, or other appurtenances in the construction area, an agreement which establishes the responsibilities for the repair of what conditions the cost of the repair will be the Contractor's responsibility and under what conditions the cost will be the utility's responsibility.
19. SERVICE FACILITIES –The Owner shall be responsible for obtaining temporary electrical services, including temporary poles and accessories. The cost of use of electricity during construction of the project shall be paid by the Owner.
20. SITE ACCESS - Site access will be from the north side of the property.
21. STORAGE OF MATERIALS AND EQUIPMENT – Limited storage space for materials and equipment will be available at the site. The Contractor shall store materials and equipment in a manner which will preserve quality and fitness. Storage areas shall be subject to approval of Owner.

22. **RIGHT-OF-WAY** – The building and improvements on this project are to be on land owned by the City of Wayne. The Contractor shall not enter private property other than the subject property without the express written consent of the owner of the property.
23. **PROTECTION OF PROPERTY** – The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract. The Contractor shall do all things necessary or expedient to properly protect existing trees, shrubs, streets, power lines, and other utilities, and any and all property, public or private, including the Owner's, from damage. In the event that any such property is damaged in the course of the construction of the project, the Contractor shall, at their own expense, restore any or all of such damaged property immediately to as good a state as before such damage occurred. In the event a utility company insists on repairing their utility with their own forces, the Contractor shall reimburse such company for such work.
24. **CLEANUP** – The Contractor shall leave the project in substantially the same condition as existed prior to construction of the project, including removal of all broken concrete and waste material. Final payment for the project will not be made until final inspection and approval of the site by the Owner.
25. **APPLICABLE CODES, REGULATIONS, AND WORKMANSHIP** – All work shall conform to the requirements of all national, state or local laws, ordinances, building codes, or other authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though therein written out in full. Workmanship shall be of the best known to the trades. No makeshifts will be permitted anywhere in the work. Whenever any work is rejected, such rejected work shall be removed at once from the project and shall be replaced with work conforming to the requirements of the contract documents.
26. **BUILDING PERMITS** - The Owner shall make application for and receive all necessary building permits prior to beginning the work. The Contractor shall request inspection by the applicable state or local authorities for all phases of the work. The Contractor shall make changes to the work as required by the inspectors at no cost to the Owner, provided that any work required by the state or local inspectors which is outside the scope of the contract shall be done under the change order provisions of these instructions.
27. **APPROVED EQUAL OR SIMILAR TO** – Whenever the words “similar to”, “or equal”, or “or approved equal” appear in the plans, they shall be interpreted to mean material or an item of equipment equal in quality to that named. The burden of proof of inequality is not implied by the plans and is not a burden of the Owner or their representative. The Owner and/or Architect shall be the judge as to whether or not an item submitted as an equal is acceptable. If the Contractor submits a substitution on an “equal” basis, they shall assume all risks involved, should the owner find it not acceptable. The Contractor shall assume all costs for changes in plans affected by the substitution and the cost increase, if any, on adjoining work.
28. **DEDUCTION FOR UNCORRECTED WORK** – If the Owner deems it expedient to accept work injured or not completed in accordance with the plans and contract, an equitable adjustment shall be made with proper deduction from the contract price for any unsatisfactory work.

29. ONE YEAR CORRECTION PERIOD – If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, the Contractor will promptly, without cost to the Owner and in accordance with the Owner’s written instruction, either correct such defective work, or if any work has been rejected by the Owner, remove it from the site and replace it with non-defective work. It shall be the duty of the Contractor to notify the Owner in writing within thirty (30) days prior to the expiration of the one-year period to make the final inspection of the work. Unless the Contractor shall furnish such notices, the obligation to maintain the work shall continue in force until such notices have been furnished, the work inspected, and any required corrections made.
30. SALES TAX – If requested, the Owner will furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for this project, which is considered by the State of Nebraska to be exempt from the state sales tax.
31. PAYMENTS – No later than the Friday following the 1st and/or 3rd Tuesday of each calendar month, and at the completion of the work under contract the Contractor shall prepare and submit a detailed estimate of the work performed during the period, such estimate to be used after approval as a basis for periodical and final payments.
The Owner will retain ten percent (10%) of the amount of each periodical estimate until final completion and acceptance by the Owner of all work included in this contract.

A certified statement in triplicate of the estimate will then be submitted to the Owner for approval. When approved, one copy will be returned to the Contractor and two copies will be retained by the Owner.

The Owner will make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed by the Contractor during the preceding calendar month. The Owner, at its discretion, may include in such monthly estimates, payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand, but not in place, shall be based on the Contractor’s cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor’s forces, nor for overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Owner, present certified copies of receipted bills, and freight bills for such materials. Such material when so paid for by the Owner will become the property of the Owner, and in case of default on the part of the Contractor, the Owner may use or cause to be used by other these materials in construction of the project.

At the time of application for final payment, the Contractor will provide the Owner with lien waivers from all suppliers of materials used on the project and from all Subcontractors. Said lien waivers shall state that all bills for materials used and all work performed by Subcontractors on the project have been paid and that suppliers and subcontractors waive their rights to file liens against the City of Wayne.

Final payment of the percentages retained by the Owner on the monthly periodical estimates, and on the final estimates, will be paid to the Contractor not more than thirty (30) days after final acceptance by the Owner of the work on this contract, provided that final payment will not be made until all manufacturer’s warranties have been received by the Owner.

Properties Outside City Limits

PARCEL ID	OWNERSHIP	SITUS ADDRESS	LEGAL DESCRIPTION	2021 Valuation	If annexed				Actual Water/Sewer FY 20-21	Water/Sewer if Annexed	Net Impact
					City General Levy	City Bond Levy	Airport Levy	Airport Bond Levy			
0002086.01	GREAT DANE	1200 N CENTENNIAL RD	PT NE1/4SE1/4 47-26-4	4,380,535.00	1,707.38	1,036.32	514.36	19,668.78	39,747.71	19,873.86	(205.08)
0003007.11	GREAT DANE	1142 E 7TH ST	LOT 2 CENTENNIAL VALLEY ADDITION REPLAT 1	140,145.00	54.63	33.79	16.46	629.26	-	-	629.26
0002081.00	HERITAGE HOMES	1320 E 7TH ST	TL 42 PT SE1/4SE1/4	1,131,020.00	440.88	272.73	132.80	5,078.33	12,868.24	6,434.12	(1,355.79)
0002095.00	CORNERSTONE LLC	905 CENTENNIAL RD	LOT 2 TOMPKINS INDUSTRIAL TRACT #	1,082,185.00	421.85	260.96	127.07	4,859.05	-	-	4,859.05
0002104.00	MILO MEYER CONSTRUCTION INC.	1103 CENTENNIAL RD	LOT 1 KARDELL INDUSTRIAL PARK	1,000,350.00	374.98	241.22	117.46	4,491.61	1,927.13	963.57	3,528.05
0002094.03	MILO MEYER CONSTRUCTION INC.	1002 INDUSTRIAL DR	LOTS 3 & 4 2ND REPLAT TOMPKINS IND.	259,980.00	101.34	62.69	30.53	1,167.32	611.60	305.80	861.52
0002095.02	GERHOLD CONCRETE COMPANY INC	809 CENTENNIAL RD	LOT 3 TOMPKINS INDUSTRIAL TRACT #1	52,475.00	20.46	12.65	6.16	235.61	-	-	235.61
0002098.00	GERHOLD CONCRETE COMPANY INC	701 CENTENNIAL RD	TL 22PT SW1/4SW1/4	101,245.00	37.83	24.41	11.89	454.59	8,021.44	4,010.72	(3,556.13)
0002096.00	AERIE HOLDINGS LLC	1705 INDUSTRIAL WAY	TAX LOTS 10 & 20 PT SW1/4	601,040.00	234.29	144.93	70.57	2,698.69	1,435.70	717.85	1,980.84
0002101.01	ROD & MELIA HEFTI	1707 INDUSTRIAL WAY	LOT 2 IN THE ADMINISTRATIVE LOT SPL	117,445.00	45.78	28.32	13.79	527.33	562.69	281.35	245.99
0002101.00	KEVIN & TERI KOENIG	1707 INDUSTRIAL WAY	LOT 1 IN THE ADMINISTRATIVE LOT SPL	720,930.00	2,697.48	1,733.85	84.65	3,237.00	640.10	320.05	2,916.95
0002102.00	KENNETH R & KAREN A MARRA	1805 INDUSTRIAL DR	TL 14PT SW1/4	286,090.00	1,070.45	68.99	33.59	1,284.56	-	-	1,284.56
0002100.00	SOONER REALTY (CONCORD COMP)	1700 INDUSTRIAL DR	TL 11PT SW1/4	691,295.00	2,586.60	166.70	81.17	3,103.94	1,085.63	542.82	2,561.13
0002191.00	MIDLAND EQUIPMENT CO	602 CENTENNIAL RD	TL 74PT E1/2NE1/4	10,564,735.00	39,529.75	4,118.24	2,547.58	47,436.08	66,900.24	33,450.12	13,985.96
0002171.00	COLBY 2021, LLC	1519 E 7TH ST	LOT 1 LOGAN VALLEY INDUSTRIAL PAR	473,790.00	1,772.77	184.69	55.63	2,127.34	1,047.43	523.72	1,603.62
0002171.01	PATRICK L GARVIN	1602 CHIEFS WAY	LOT 2 LOGAN VALLEY INDUSTRIAL PAR	54,850.00	205.23	21.38	13.23	246.28	-	-	246.28
0002171.09	KORY LESEBERG	511 CENTENNIAL RD	LOT 1 LOGAN VALLEY INDUSTRIAL PAR	308,115.00	1,152.86	120.11	74.30	1,383.45	1,029.44	514.72	868.73
0002171.02	LOWELL & KAREN SCHARDT	1610 CHIEFS WAY	LOT 3 LOGAN VALLEY INDUSTRIAL PAR	183,865.00	687.96	71.67	44.34	215.59	866.10	283.05	542.51
0002171.08	KEITH & SARAH MOJE	521 CENTENNIAL RD	LOTS 9 & 10 LOGAN VALLEY INDUSTRIAL PAR	347,290.00	1,299.44	135.38	83.75	40.78	534.40	317.20	1,242.15
0002171.03	SAND CREEK	1614 CHIEFS WAY	LOT 4 LOGAN VALLEY INDUSTRIAL PAR	439,675.00	1,645.12	171.39	106.02	51.63	1,974.16	989.68	984.48
0002171.04	CHIEF FARMS LLC	1717 CHIEFS WAY	LOTS 5 & 6 LOGAN VALLEY INDUSTRIAL PAR	284,955.00	1,066.21	111.08	68.71	33.46	1,052.31	526.16	733.30
0002171.06	CHIEF FARMS LLC	1609 CHIEFS WAY	LOT 7B ADMINISTRATIVE LOT SPLIT OF 1	482,650.00	1,805.92	188.14	116.39	56.67	3,376.91	1,688.46	478.66
0002171.07	SANDCREEK POST & BEAM	510 LOGAN VALLEY DR	LOT 8 LOGAN VALLEY INDUSTRIAL PAR	8,400.00	31.43	3.27	2.03	0.99	-	-	37.72
0002171.10	MILO MEYER CONSTRUCTION INC.	421 CENTENNIAL RD	LOT 12 LOGAN VALLEY INDUSTRIAL PAR	45,710.00	171.03	17.82	11.02	5.37	205.24	-	205.24
0002171.24	LESEBERG	407 CENTENNIAL RD	LOT 1 LOGAN VALLEY INDUSTRIAL PAR	26,160.00	97.88	10.20	6.31	3.07	117.46	-	117.46
0002171.25	GILL HAULING INC.	301 S CENTENNIAL RD	LOT 1 LOGAN VALLEY INDUSTRIAL PAR	130,460.00	488.14	50.83	31.46	15.32	585.77	655.60	237.97
0002171.12	GILL HAULING INC.	413 CENTENNIAL RD	LOT 2 LOGAN VALLEY INDUSTRIAL PAR	17,250.00	64.54	6.72	4.16	2.03	77.45	-	77.45
0002171.26	GILL HAULING INC.	407 CENTENNIAL RD	LOT 3 LOGAN VALLEY INDUSTRIAL PAR	125,725.00	470.42	49.01	30.32	14.76	564.51	778.50	389.25
0002171.27	BRENDON PICK	301 S CENTENNIAL RD	LOT 4 LOGAN VALLEY INDUSTRIAL PAR	110,870.00	414.84	43.22	26.74	13.02	497.81	-	497.81
0002171.28	BRENDON PICK	413 CENTENNIAL RD	LOT 5 LOGAN VALLEY INDUSTRIAL PAR	20,020.00	74.91	7.80	4.83	2.35	89.89	745.26	(282.74)
0002169.05	OSCAR CASILLAS	300 LOGAN VALLEY DR	LOT 1 GLP SOUTHWEST ADMINISTRATIVE	32,400.00	121.23	12.63	7.81	3.80	145.48	-	145.48
0002171.29	GILL HAULING INC.	1819 CHIEFS WAY	LOT 6 LOGAN VALLEY INDUSTRIAL PAR	149,735.00	560.26	58.37	36.11	17.58	672.32	-	672.32
0002171.18	GROSSENBURG IMPLEMENT	1819 CHIEFS WAY	LOT 18B ADMINISTRATIVE LOT SPLIT LG	85,900.00	321.41	33.48	20.71	10.09	385.69	-	385.69
0002169.06	GLP DEV CORP	420 LOGAN VALLEY DR	TL 13PT NW1/4	4,308,455.00	16,120.82	1,679.48	1,038.94	505.90	16,748.22	8,374.11	10,971.03
0002171.11	KEVIN & TERESA KOENIG	1707 CHIEFS WAY	LOT 2 GLP SOUTHWEST ADMIN LOT SPLI	41,100.00	153.78	16.02	9.91	4.83	184.54	-	184.54
0002170.00	GROSSENBURG IMPLEMENT	1707 CHIEFS WAY	LOTS 17-18A-19-22 & PT OUTLOT 1 LOGA	39,580.00	148.10	15.43	9.54	4.65	177.72	-	177.72
0002171.05	SANDCREEK POST & BEAM	1707 CHIEFS WAY	PT LOT 1 PICKS SUBDIVISION	184,775.00	691.37	72.03	44.56	21.70	829.65	-	829.65
0002171.20	SANDCREEK POST & BEAM	1707 CHIEFS WAY	LOT 7A ADMIN LOT SPLIT OF LOT 7 LOG	65,200.00	243.96	25.42	15.72	7.66	292.75	-	292.75
0002171.21	SANDCREEK POST & BEAM	1707 CHIEFS WAY	LOT 20 LOGAN VALLEY IND PARK 2ND A	437,810.00	1,638.14	170.66	105.57	51.41	1,965.78	1,859.66	1,035.95
0001503.00	PIERSON, DOUGLAS & TRACY	PROPERTY SOUTH OF HWY 35	LOT 21 LOGAN VALLEY IND PARK 2ND A	35,865.00	134.19	13.98	8.65	4.21	161.04	-	161.04
			TL 21 & 25 PT W1/2SE1/4	211,265.00	790.48	82.35	50.94	24.81	948.59	-	948.59
			PROPERTY NORTH OF HWY 35	9,000,250.00	33,675.97	3,508.39	2,170.32	1,056.81	30,473.18	15,236.59	25,174.89
				19,564,985.00	73,205.72	7,626.63	4,717.90	2,297.32	97,373.42	48,686.71	39,160.86

