

(Amended: March 14, 2022)

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
March 15, 2022**

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

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

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

3. [Approval of Minutes – March 1, 2022](#)
4. [Approval of Claims](#)
5. [Street & Planning Report – Joel Hansen, Street & Planning Director](#)
6. [Action on the request of Sanctuary Apartments, LLC to forgive the Sewer Bills \(Dec 15 – Feb 15 usage\) because of a water line break — Matt Ley](#)

Background: Matt Ley is requesting that the sewer usage from 12/15/21 through 2/15/22 in the amount of \$1,795.85 be forgiven for the reason that said water did not go down sewer. This was confirmed by both a plumber and city employees.

7. [Ordinance: 2022-2 Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne \(Third and Final Reading\)](#)
8. [Ordinance 2022-3: Amending the Zoning Map \(Sanctuary Apartments, LLC\) \(Third and Final Reading\)](#)
9. [Ordinance 2022-4: Annexing Real Estate - Lot 1, Logan Valley Industrial Park, Wayne County, Nebraska \(Third and Final Reading\)](#)
10. [Resolution 2022-23: Authorizing the sale of Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska, to R. Perry Construction, Inc. for \\$100,000](#)
11. [Resolution 2022-24: Approving Purchase Agreement with R. Perry Construction, Inc. - Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska for \\$100,000](#)

12. Ordinance 2022-5: Directing the sale of Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska, to R. Perry Construction, Inc. (Third and Final Reading Reading)
13. Resolution 2022-22: Accepting bid and awarding contract on the "Wayne Chicago Street Project"

Background: Two bids were received on March 10, 2022. The bid tabulations are in the packet. The recommendation of the project engineer is to award the contract to the low bidder, Robert Woehler & Sons Construction, Inc., for \$744,327. His formal letter of recommendation will be sent out Monday.

14. Resolution 2022-25: Approving Letter Agreement Amendment #1 on the "Wayne Chicago Street Project"
15. Action to set Council Retreat Date – March 29, 2022 at 5:30 p.m. in the Wayne Fire Hall
16. Adjourn

**MINUTES
CITY COUNCIL MEETING
March 1, 2022**

The Wayne City Council met in regular session at City Hall on March 1, 2022, 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, Terri Buck, Nick Muir, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Dallas Dorey.

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 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 Karsky made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of February 15, 2022, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Dorey who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 1021.15; AMAZON, SU, 827.67; AMERICAN LIBRARY ASSOC, FE, 264.00; ANDERSON, DEREK, SE, 25.00; ANDERSON, DEREK, SE, 25.00; APPEARA, SE, 50.66; APPEARA, SE, 118.15; BAKER & TAYLOR BOOKS, SU, 643.87; BIG RIVERS ELECTRIC

CORPORATION, SE, 195869.36; BLUE CROSS BLUE SHIELD, SE, 48250.31; BOK FINANCIAL, SE, 4890.00; BORDER STATES INDUSTRIES, SU, 195.77; BSN SPORTS, SU, 307.94; CENTURYLINK, SE, 424.51; CITY EMPLOYEE, RE, 200.00; CITY EMPLOYEE, RE, 95.60; CITY EMPLOYEE, RE, 95.60; CITY EMPLOYEE, RE, 1310.51; CITY EMPLOYEE, RE, 152.20; CITY OF WAYNE, RE, 209.43; CLARK EQUIPMENT COMPANY, SU, 23094.04; COMPLETE FLOORS, SE, 2891.00; COTTONWOOD WIND PROJECT, SE, 18865.95; DEARBORN LIFE INSURANCE COMPANY, SE, 96.32; DGR & ASSOCIATES, SE, 630.00; DUTTON-LAINSON COMPANY, SU, 141.70; ED M. FELD EQUIPMENT, SU, 815.00; EGAN SUPPLY, SE, 5104.00; ELLIS HOME SERVICES, SE, 154.46; FLOOR MAINTENANCE, SU, 150.21; GROSSENBURG IMPLEMENT, SU, 85.77; HILAND DAIRY, SU, 88.80; HILAND DAIRY, SU, 98.33; HOLIDAY INN EXPRESS – HASTINGS, SE, 384.00; HOLIDAY INN OF KEARNEY, SE, 459.80; JACK'S UNIFORMS, SU, 101.85; JEO CONSULTING GROUP, SE, 1000.00; KELLY SUPPLY COMPANY, SU, 1503.52; KTCH, SE, 150.00; LIBERAL GASKET, SU, 49.43; MAIN STREET GARAGE, SE, 125.50; MARCO, SE, 175.92; MARCO, SE, 180.50; MEYER, GABRIELLE, SE, 39.00; NDEE-FISCAL SERVICES, FE, 150.00; NDEE-FISCAL SERVICES, FE, 40.00; NDEE-FISCAL SERVICES, SE, 510.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 108.00; NEBRASKA JOURNAL LEADER, SE, 123.66; NERC, SE, 930.77; NORTHEAST POWER, SE, 13819.26; O'REILLY AUTOMOTIVE STORES, SU, 62.11; O'REILLY AUTOMOTIVE STORES, SU, 129.97; OVERDRIVE, SU, 769.94; PATEFIELD, DAVID, SE, 100.00; PATEFIELD, DAVID, SE, 100.00; PICK, BRENT L, RE, 500.00; PLUMBING & HEATING WHOLESALE, SU, 59.06; RESCO, SU, 1166.75; SIRCHIE, SU, 219.33; STATE FARM INSURANCE, FE, 563.00; THE HOME DEPOT PRO, SU, 192.74; TOTAL GRAPHICS, SU, 574.50; VAUGHN, TYLER, SE, 75.00; VIC'S ENGINE SERVICE, SU, 46.25; WAYNE COUNTRY CLUB, RE, 13584.00; WAYNE COUNTY TREASURER, SE, 728.35; WESCO, SU, 321.00; WISNER WEST, SU, 90.26; YORK COUNTY COMMUNICATIONS CENTER, FE, 198.00; AMERITAS, SE, 179.73; AMERITAS, SE, 3007.94; AMERITAS, SE, 72.00; AMERITAS, SE, 106.37; ANDERSON, DEREK, SE, 25.00; BATTLES, MEGHAN, SE, 29.25; BLACK HILLS ENERGY, SE, 2243.04; BLACKBURN MANUFACTURING, SU, 640.58; BOMGAARS, SU, 1458.47; BORDER STATES INDUSTRIES, SU, 461.60; CARHART LUMBER COMPANY, SU, 390.53; CITY EMPLOYEE, RE, 166.00; CITY EMPLOYEE, RE, 32.04; CITY EMPLOYEE, RE, 62.47; CITY EMPLOYEE, RE, 1000.00; CITY OF WAYNE, PY, 101965.34; DAS COMMUNICATIONS, SE, 448.00; ELDERFEST-PMC, SE, 40.00; FIRST CONCORD GROUP, SE, 3947.74; FLOOR MAINTENANCE, SU, 275.68; HOMETOWN LEASING, SE, 436.02; ICMA, SE, 8584.14; ICMA, SE, 387.10; ICMA, SE, 149.64; ICMA, SE, 163.92; ICMA, SE, 387.46; ICMA, SE, 35.42; ICMA, SE, 1561.62; ICMA, SE, 115.88; ICMA, SE, 65.00; ICMA, SE, 128.40; IRS, TX, 3953.24; IRS, TX, 11603.21; IRS, TX, 16903.48; JOHN'S WELDING AND TOOL, SU, 194.61; LG EVERIST, SU, 216.17; LUTT OIL, SU, 24160.00; MAIN STREET GARAGE, SE, 100.00; MILLER LAW, SE, 5416.67; NE DEPT OF REVENUE, TX, 5116.82; NE NEBRASKA VOLUNTEER FIREFIGHTERS ASSN, FE, 50.00; NORTHEAST CONCRETE CONSTRUCTION, RE, 250.00; NORTHEAST NE INS AGENCY, SE, 1177.00; OCC BUILDERS, RE, 1000.00; PATEFIELD, DAVID, SE, 75.00; STAPLES, SU, 243.00; UTILITIES SECTION, FE, 490.00; VAUGHN, TYLER, SE, 50.00; VIAERO, SE, 66.18; WAED, SE, 8592.41

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

Doug Temme, President of the Wayne County Ag Society, was present requesting Council consideration to forgiving the Ag Society's sewer bill for the usage between January 15 through February 15th, 2022, because of a water line break.

They were notified of high water usage. They found water leaking into one of the pits. They turned the water line off; however, they received another high water usage bill. Upon investigating the matter further, they found they had two underground leaks that were leaking back into the pit.

It was noted that because the fairgrounds is outside city limits, the Ag Society pays double on both water and sewer services.

Casey Junck, Water/Wastewater Superintendent, confirmed that where these breaks took place, the water did not go down the sewer.

After discussion, a motion was made by Councilmember Eischeid, and seconded by Councilmember Pick, to forgive \$2,061.00 (difference between last year's bills and this year's bills – 3 months) of the sewer portion of the Wayne County Ag Society utility bills. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Dorey who was absent, the Mayor declared the motion carried

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

Diane Bertrand, Senior Center Director, gave a report on what is taking place at the Senior Center.

Diane Bertand, Senior Center Coordinator, requested Council consideration to approving the submission of the Senior Center Budget to the Northeast Nebraska Area Agency on Aging. The Senior Center must apply for State funding for the meal program, and Council must approve the budget to be submitted to the Northeast Nebraska Area Agency on Aging. In addition, she requested Council action on acceptance of the new fiscal year Service Awards that have been awarded by the Area Agency and approval of any revisions made during the fiscal year to the Service Awards. The dollar amounts reflected in the budget represent a two-year grant funding period.

Councilmember Karsky made a motion, which was seconded by Councilmember Brodersen, approving the submission of the Wayne Senior Center's Fiscal Year 2022 detailed plan of operation and

budget to the Northeast Nebraska Area Agency on Aging; acceptance of new fiscal year “Service Awards” that have been awarded by the Area Agency; and approval of any revisions made during the fiscal year to the “Service Awards.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Dorey who was absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance No. 2022-2, and moved for approval of the second reading thereof; Councilmember Buck seconded.

ORDINANCE NO. 2022-2

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

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

Councilmember Brodersen introduced Ordinance No. 2022-3 and moved for approval of the second reading thereof; Councilmember Karsky seconded.

ORDINANCE NO. 2022-3

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF BLOCK EIGHT (8), CRAWFORD & BROWN’S ADDITION, AND THE WEST HALF (W1/2) OF BLOCK TWELVE (12) NORTH ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM B-2 CENTRAL BUSINESS DISTRICT TO B-3 NEIGHBORHOOD COMMERCIAL DISTRICT.

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

Councilmember Brodersen introduced Ordinance No. 2022-4, and moved for approval of the second reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2022-4

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Discussion took place regarding the proposal of R. Perry Construction, Inc., to develop Lot 3, Southeast Addition of the City of Wayne, Wayne County, Nebraska. The Resolution authorizing the sale of this property to R. Perry Construction, Inc., as well as the first reading Ordinance 2022-5 directing the sale to R. Perry Construction, Inc., has been approved. The resolution approving the purchase agreement was tabled at the last meeting.

Attorney Miller explained the changes in the purchase agreement.

11. **Right of Reversion.** Buyer intends to construct 144 apartment units with a clubhouse and pool in two phases, with the first phase to consist of 72 apartments with the clubhouse and pool, location on the north approximately 300 feet of the property legally described herein. The second phase shall consist of 72 apartment units located on the south approximately 180 feet of the property legally described herein. The Buyer shall submit detailed building plans for the apartment project to the Seller for approval of each of the two phases. The Buyer shall first construct Phase 1 per the approved plans. Buyer shall execute a Deed of Trust in accordance with *Neb.Rev.Stat. 76-1002(e)*, secured by Buyer's performance according to the approved Phase 1 plans. Said Deed of Trust will be subordinate to Buyer's primary lender. **In the event Buyer fails to perform according to the agreed-upon plans, Seller may use any remedy available by law to enforce this agreement and the Deed of Trust.** The Seller will release the Deed of Trust by signing and filing a Deed of Reconveyance upon a certificate of occupancy being issued for the Phase 1 apartments.

Administrator Blecke stated a contingency of the purchase agreement is that it has to be approved by the Architectural Review Committee. It is also contingent upon them receiving tax increment financing. In addition, R. Perry Construction is considering developing both phases at the same time rather than doing the project in two phases.

Luke Virgil, Wayne Area Economic Development Director, spoke in favor of the project.

The following persons spoke against the project: BJ Woehler (representing himself as well as the Landlord Association-Interim President), Lee Brogie, Ed Brogie, Tom Jacobsen, and Chad Sebade.

Joel Hansen, Street and Planning Director, stated the population in 1970 was 5,379, and in 2021, it is just under 6,000. That's an 11% growth over 50 years. The low point was in 1990 – 5,142. This

project will either bring people from outside of town to Wayne or people are going to move from one housing unit type to another. This project will create a housing stock that will allow people to transition up or over into something different.

After further discussion, it appeared that the Landlord Association/Developers were going to put a proposal together for Council consideration.

Clayton Bratcher asked if anyone has estimated what the revenue of 72 people is going to bring to Wayne (taxes, sales, etc.). What will the City gain even though it may be giving the land away for \$1.00? Those questions could not be answered at this time.

There being no further discussion, Councilmember Brodersen introduced Ordinance No. 2022-5, and moved for approval of the second reading thereof; Councilmember Muir seconded.

ORDINANCE NO. 2022-5

AN ORDINANCE DIRECTING THE SALE OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO R. PERRY CONSTRUCTION, INC.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who voted Nay and Councilmember Dorey who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Brodersen introduced Resolution No. 2022-14, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2022-14

A RESOLUTION APPROVING PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE AND R. PERRY CONSTRUCTION, INC.

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

Administrator Blecke, on behalf of Roger Protzman, JEO Consulting Group, Inc., stated the City received one bid on the "2022 Aquarius Tank Diffuser Replacement Project." The engineer has reviewed

the same and is recommending that the contract be awarded to Philip Carkoski Construction and Trenching, Inc., Loup City, NE, for \$389,720. The engineer's opinion of cost for the project was \$400,000. Project start date would be when the college semester ends in May. They need to be done before the college starts back up in August. This project is labor intensive. This project will be paid for with the ARPA funds received.

Councilmember Woehler had concerns regarding the bid, more particularly the amount bid on the sludge removal at the bottom of the tank in the amount of \$247,255, compared to what the bid to replace the tank diffuser membranes was in the amount of \$32,725.

Councilmember Eischeid introduced Resolution No. 2022-16, and moved for its approval; Councilmember Pick seconded.

RESOLUTION NO. 2022-16

A RESOLUTION ACCEPTING BID AND AWARDED CONTRACT ON THE "2022 AQUARIUS TANK DIFFUSER REPLACEMENT PROJECT" TO PHILIP CARKOSKI CONSTRUCTION AND TRENCHING, INC. - \$389,720.

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

Administrator Blecke stated the following Resolution will approve an amended contract with Carlson West Povondra Architects that will include additional engineering services to perform a new programming, schematic design, and cost estimation of the Wayne Community Activity Center as a result of the City entering into an Interlocal Agreement with Wayne Community Schools to facilitate cooperation and coordination on the planned improvements to the activity center. Their services will be billed on an hourly basis.

Councilmember Karsky introduced Resolution No. 2022-17, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2022-17

A RESOLUTION APPROVING AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARLSON WEST POVONDRA ARCHITECTS FOR ADDITIONAL SERVICES ON THE "WAYNE COMMUNITY ACTIVITY CENTER CIVIC AND

COMMUNITY CENTER FACILITY PLANNING STUDY.”

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

Marlen Chinn, Police Chief, stated the following Resolution pertains to an agreement that has been in the works for a couple of years working jointly with other dispatch centers in the northeast region. Technology has made it to where each dispatch center would no longer have to purchase and fund a full set of answering equipment, nor replace that equipment every 6 to 10 years as in the past, costing hundreds of thousands of dollars for each entity.

This venture made Norfolk and South Sioux City the two “Host” dispatch centers that will house and maintain all of the infrastructure equipment for 911 calls. We, along with the other smaller listed agencies in the agreement, will then operate off of the Host’s equipment and the calls are sent to us as “remote” sites. We would be linked to each other to use the host equipment by redundant fiber network.

It doesn’t change anything at this point as to who answers your local 911 calls -- they still come to us via this system electronically. It does, however, change things to where if one agency has a major crisis or event overloading their 911 system, those calls would be dispersed to the other linked dispatch centers to be answered.

The agencies listed on this agreement have worked together from the start with a couple more agencies that have given their intent to join once their equipment expires and is needing replaced. Costs to do this are shared with the number of agencies signed on, instead of each agency funding everything for their site on their own.

The agreement has been reviewed and approved as to content by the City Attorney.

Councilmember Brodersen introduced Resolution No. 2022-18, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2022-18

A RESOLUTION APPROVING THE “NORTHEAST NEBRASKA 911 REGIONAL INTERLOCAL AGREEMENT” BETWEEN THE CITY OF WAYNE, CITY OF NORFOLK, CITY OF SOUTH SIOUX CITY, CEDAR COUNTY, DAKOTA COUNTY, DIXON COUNTY

AND KNOX COUNTY TO SHARE EMERGENCY 911 CALL HANDLING COMPUTER HARDWARE.

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

Police Chief Chinn stated the following Resolution will appoint him to represent, make decisions, and be a voting member for the Northeast Nebraska Regional 911 Committee per the interlocal agreement.

Councilmember Karsky introduced Resolution No. 2022-19, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2022-19

A RESOLUTION APPOINTING THE WAYNE CHIEF OF POLICE TO REPRESENT AND MAKE DECISIONS ON THE NORTHEAST NEBRASKA REGIONAL E911 COMMITTEE.

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

Administrator Blecke stated the CRA, at their meeting on Tuesday, February 22nd, made a motion to ask the Council to consider giving them Lot 23, Southview II Addition, in which to place/move the house at 711 Main Street. In addition, the CRA noted they would take the other two lots in the area to market for the City if the City wanted to do that.

Councilmember Woehler had concerns in regard to selling the property to the CRA for \$1.00.

It was noted the Chicago Street project is not going to be assessed to anyone.

Councilmember Pick would like to see some of the revenue from the sale of this house come back to the City to cover at least some of the street improvement costs.

Councilmember Eischeid introduced Resolution 2022-20, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2022-20

A RESOLUTION AUTHORIZING THE SALE OF LOT TWENTY-THREE (23), SOUTHVIEW II ADDITION OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO THE WAYNE COMMUNITY REDEVELOPMENT AUTHORITY FOR \$2.00.

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

Councilmember Karsky introduced Ordinance No. 2022-6, and moved for approval of the second reading thereof; Councilmember Buck seconded.

ORDINANCE NO. 2022-6

AN ORDINANCE DIRECTING THE SALE OF LOT TWENTY-THREE (23), SOUTHVIEW II ADDITION OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO THE WAYNE COMMUNITY REDEVELOPMENT AUTHORITY FOR \$2.00.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Dorey who was absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to move for final approval of Ordinance No. 2022-6. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Dorey who was absent, the Mayor declared the motion carried.

The following Resolution will approve the 2022 Wayne, Nebraska, Community Housing Study with Strategies for Affordable Housing. This is the housing study that was presented back in January.

Councilmember Brodersen introduced Resolution 2022-21, and moved for its approval thereof; Councilmember Buck seconded.

RESOLUTION NO. 2022-21

A RESOLUTION APPROVING THE WAYNE, NEBRASKA, COMMUNITY HOUSING STUDY WITH STRATEGIES FOR AFFORDABLE HOUSING.

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

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 8:22 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	IRRIGATION REPAIRS/TOOLS/BROOM/FASTENERS	709.65
ANDERSON, DEREK	MEN'S LEAGUE REF	25.00
APPEARA	STREET MAT SERVICE	117.73
BATTERY SOLUTIONS, LLC	BATTERY BUCKETS	204.00
BORDER STATES INDUSTRIES, INC	BAND SAW	352.04
CHEMQUEST, INC.	QUARTERLY MONITORING	695.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,191.66
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	293.23
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,716.92
CITY OF WAYNE	UTILITY REFUNDS	120.10
CITY OF WAYNE	WAED MEDICAL REIMBURSEMENT	1,191.66
COPY WRITE PUBLISHING	SHIPPING CHARGES	91.59
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	19,025.32
CUSTOM FILTRATION , LLC	FILTER ELEMENTS	768.00
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	42.00
ECHO GROUP INC JESCO	LED HIGH BAY LIGHTS	954.96
FIRST CONCORD GROUP LLC	FLEX FEES	3,601.64
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	102.50
GALE/CENGAGE LEARNING	BOOKS	99.41
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	352.12
GLOVER PAINTING LLC	AUDITORIUM BATHROOM PAINTING	1,180.00
HACH COMPANY	PH GEL PROBE	450.75
HAWKINS, INC	AZONE/HYDROFLUOSILICIC ACID	2,962.43
HEIKES AUTOMOTIVE LLC	REPAIR BRAKE PADS	124.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	279.60
JACK'S UNIFORMS	POLICE UNIFORM	980.90
L.G. EVERIST	CRUSHED QUARTZITE	208.18
LIBERAL GASKET MFG	FIBER GLASS	96.48
LUTT OIL	GENERATION DIESEL FUEL	24,800.00
LUTT OIL	GASOLINE	4,784.18
MACQUEEN EQUIPMENT	STREET SWEEPER BROOM REPAIR	1,348.01
MATHESON-LINWELD	OXYGEN	32.63
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	59.05
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	1,297.82
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	2,944.77
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	508.00
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	7,798.76
NORTHEAST NE ECONOMIC DEV DIST	21-PW-002 NOV- JAN SERVICES/19-PW-017 DEC SERVICES	4,117.50
NORTHEAST POWER	ELECTRICITY	5,565.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	23.16
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY	290.27
PAC N SAVE	SOAP/TRIVIA NIGHT SUPPLIES/CONCESSION SUPPLIES	580.67
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,119.64

PATEFIELD, DAVID	MEN'S LEAGUE REF	100.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	43.26
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,588.40
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
QUADIENT LEASING USA, INC	POSTAGE METER LEASE	655.38
QUALITY FOOD CENTER	COFFEE/ICE/TRASH BAGS/BLEACH	30.25
RIEKES EQUIPMENT CO	CRANE HOIST INSPECTION	379.28
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	242.08
STAPLES, INC	OFFICE SUPPLIES	39.40
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	60.16
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	96.22
STEFFEN TRUCK EQUIPMENT INC	REPAIR BUCKET TRUCK	3,753.54
THRASHER	BUILDING PERMIT DEPOSIT REFUND	600.00
TYLER TECHNOLOGIES	RECEIPT PRINTER HARDWARE AND MAINTENANCE FEES	1,370.19
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,747.94
VERIZON WIRELESS SERVICES LLC	CELL PHONES	593.17
WAHLTEK, INC	VOICE LOGGING RECORDER	18,752.00
WAYNE AUTO PARTS	BRAKLEEN SPRAY/FITTINGS/BULB	101.40
WAYNE HERALD	CAC ADS	106.50
WAYNE STATE COLLEGE	POOL POSTERS	22.50
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	98.00
WESTERN AREA POWER ADMIN	ELECTRICITY	20,236.58
WISNER WEST	FD GASOLINE	114.77
	Grand Total:	145,937.35

**CITY OF WAYNE
PUBLIC WORKS DEPARTMENT
A Public Service Department

2021 ANNUAL REPORT**

* The Public Works Department employs 5 full-time employees and one part-time worker. The full-time employees, their titles, and years of service are:

Joel Hansen, Street & Planning Director	27 years
Todd Hoeman, City Inspector	27 years
Jason Jorgensen, Street Supervisor	15 years
Ryan Hensche, Heavy Equipment Operator II	6 years
Steven Sherman, Mechanic	2 years
Jeff Brady, Full-time/Part-time	

* The Public Works Department maintains 34 miles of streets or 84 lane miles.

* The Public Works shop provides maintenance on 31 vehicles, 40 pieces of heavy equipment, plus small engines. These units serve many departments including Street, Parks & Recreation, Police, Fire, Sewer, Electric Distribution, Power Plant, and Senior Citizens Center.

* The Public Works Department provides building maintenance on all City owned buildings.

* Major Activities in 2021 included:

1. Removed fence around much of the old lagoon.
2. Received the Tree City USA Award for the 30th consecutive year.
3. Poured sidewalk on north side of Bressler Park and in Ashley Park.
4. Trimmed street trees across the entire community including over sidewalks.
5. Placed storm sewer down by Treatment Plant.
6. Oversaw Pine Heights project.
7. Replaced front steps at City Hall saving the City \$10,000 from bid price.
8. Planted 49 trees in parks from tree farm.
9. Replaced paving around storm drains on 3rd & 4th Streets.

* Training/Schooling
Residential Building Code

* General operation information: (Fiscal Year ending September 30th)

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Street Sweeper (hours)	130	171	86	189	151
Trucks w/ Plows (miles)	6,668	11,680	8,687	9,368	6,919
Loaders & Motor Grader (hours)	915	981	694	910	514
Ice Control/Street Sander (miles)	484	508	684	623	514
Snow Record Requiring Plowing (inches)	32	29	28	37	25.5

* Routine seasonal work consists of the following:

1. Spring street sweeping and fall leaf clean up.
2. Clean storm sewer catch basins.
3. Help with pool preparation (3 weeks).
4. Fill pot holes in streets.
5. Fill and blade alleys.
6. Remove and replace concrete; street repairs.
7. Street sign maintenance.
8. Maintain brush pile/log site.
9. Maintain City tree farm (est. 200 trees).
10. Maintain City softball complex (outside of playing fields).
11. Paint street and parking lot parking stalls and crosswalks.
12. Routine building maintenance as needed.
13. Street crack filling (3-4 days).
14. Mow highway ROW.
15. Terrace tree trimming.
16. Place barricades for 3+ parades.
17. Preparation for Chicken Days and County Fair.
18. Many other odd jobs (Library, Fire Hall, City Hall, Auditorium, etc.).

*Future Planning:

1. Update and Replacement of Public Works High Priority Street Department Equipment as Necessary:

<u>Year</u>	<u>Equipment</u>
1975	Fiat-Ellis Motor Grader
1976	GMC Street Flusher Truck
1992	GMC 4x4 Pickup w/ Plow
1992	JD FWD 5300 Tractor w/ Mower
1998	International Truck Sander
1999	Chevy Flatbed Pickup
2000	Freightliner 4x4 Dump Truck w/ Plow
2002	Chevy Dump Truck w/ Plow
2005	Ford 4x4 F550 Dump Truck w/ Plow
2007	Fair Snowblower
2008	JD 544J Loader
2011	Cimline Magma Joint Sealer
2011	Ford 4x4 Pickup w/ Plow
2012	Freightliner 4x4 Dump Truck w/ Plow
2012	Bobcat Skidloader w/ Broom
2014	Elgin Street Sweeper
2015	Case 621F Loader
2016	Ford 4x4 F550 Flatbed w/ Plow
2017	Bobcat Mini Excavator w/ Jack Hammer
2017	JD 1550 4WD Mower
2019	Freightliner 4x4 Dump Truck w/ Plow
2019	Ford F350 4x4 Pickup
2020	Sullivan Palatek Air Compressor
2020	Chevy 4x4 Pickup

Much of the departments equipment is available to the public on an hourly rental rate schedule, including loader, trucks compressor etc. The majority of the equipment can only be rented with an employee operating it, so labor is included in the rental fee.

2. Anticipated Projects for 2022

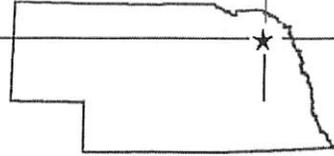
- Demolish old impound building on South Lincoln and remove fence.
- Replace paving on E. 14th by Water Tower.
- Remove sedimentation from ditches along 7th Street.
- Oversee reconstruction of Chicago Street.
- Replace intersection at Crescent Drive and Westwood Road.
- Replace sidewalk along east side of Bressler Park.
- Replace paving on E. 10th Street by Hillcrest Road.
- Replace intersection at Lawndale Drive and Westwood Road.
- Replace paving on Providence Road by Hospital.
- Replace paving in parking lot at Fire Hall.
- Replace paving on Centennial Road.
- Inspect catch basins to create replacement list.
- Replace sunken brick areas (6th & Douglas, 4th & Lincoln).

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Sanctuary Apartments, LLC

Address: 402 MAIN STREET

Telephone No.: 402.369.3790

Date of Request: 3/2/22

Description of Requested Topic: _____

AFTER A WATER PIPE BURST IN JANUARY, THE
PROPERTY WAS CHARGED APPROXIMATELY \$1,800
(SEE ATTACH) IN SEWER COST FOR WATER THAT
BOTH OUR PLUMBER AND THE CITY WATER
DEPARTMENT AGREE TO NOT GO INTO THE
SEWERS. THANKS.





306 Pearl Street P.O. Box 8
Wayne, Nebraska 68787
402-375-1733 cityofwayne.org

ACCOUNT NUMBER	AMOUNT DUE
06-163300-01	\$1,705.11
DUE DATE	AFTER DUE DATE PAY
3/10/2022	PAID BY DRAFT
SERVICE ADDRESS	
402 Main St # Sanctuary	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

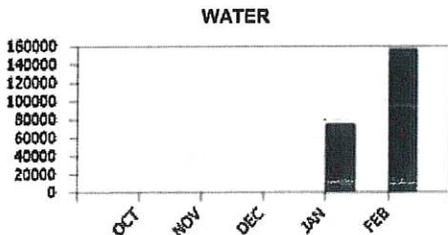
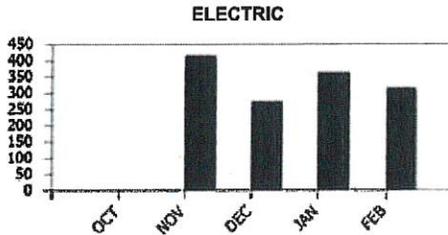


*****AUTO**SCH 5-DIGIT 68730 Tray 6 : Piece 1972
1972 1 AV 0.426
Sanctuary Apartments Llc
219 Fairway Cir
Wayne NE 68787-7114

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

NAME		SERVICE ADDRESS			ACCOUNT NUMBER	
Sanctuary Apartments LLC		402 Main St # Sanctuary			06-163300-01	
STATUS	SERVICE DATES			BILL DATE	PENALTY DATE	DUE DATE
	FROM	TO	# DAYS			
Active	1/13/2022	2/15/2022	33	2/23/2022	3/11/2022	3/10/2022

PREVIOUS BALANCE	\$883.27
PAYMENTS	(\$883.27)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00



Legend: Prior (light grey), Current (dark grey)

	CURRENT READING	PREVIOUS READING	USAGE		
ELECTRIC	32,441	32,127	314	ELECTRIC	71.71
ELECTRIC	32,441	32,127	314	PCA @ 0.0124	3.89
WATER	265,400	249,700	157,000	WATER	329.15
SEWER			157,000	SEWER	1,210.34
				TOTAL TAX	\$90.02
				CURRENT BILL	\$1,705.11
				AMOUNT DUE	\$1,705.11

PAID BY DRAFT



306 Pearl Street P.O. Box 8
Wayne, Nebraska 68787
402-375-1733 cityofwayne.org

ACCOUNT NUMBER	AMOUNT DUE
06-163300-01	\$883.27
DUE DATE	AFTER DUE DATE PAY
2/10/2022	PAID BY DRAFT
SERVICE ADDRESS	
402 Main St # Sanctuary	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.



*****AUTO**SCH 5-DIGIT 68730 Tray 6 : Piece 1982

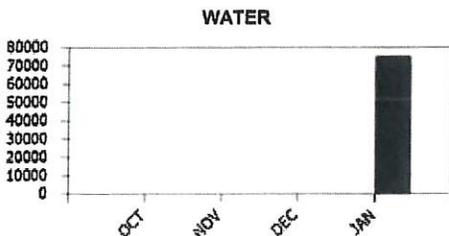
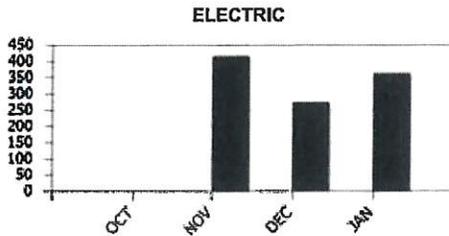
1982 1 AV 0.426

Sanctuary Apartments Llc
219 Fairway Cir
Wayne NE 68787-7114

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

NAME		SERVICE ADDRESS			ACCOUNT NUMBER	
Sanctuary Apartments LLC		402 Main St # Sanctuary			06-163300-01	
STATUS	SERVICE DATES			BILL DATE	PENALTY DATE	DUE DATE
	FROM	TO	# DAYS			
Active	12/15/2021	1/13/2022	29	1/25/2022	2/11/2022	2/10/2022

PREVIOUS BALANCE	\$113.20
PAYMENTS	(\$113.20)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00



Legend: Prior Current

	CURRENT READING	PREVIOUS READING	USAGE		
ELECTRIC	32,127	31,765	362	ELECTRIC	77.32
ELECTRIC	32,127	31,765	362	PCA @ 0.0124	4.49
WATER	249,700	242,200	75,000	WATER	169.25
SEWER			75,000	SEWER	585.50
				TOTAL TAX	\$46.71
				CURRENT BILL	\$883.27
				AMOUNT DUE	\$883.27

PAID BY DRAFT

[Back to Top](#)

ORDINANCE NO. 2022-2

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

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

Section 1. On July 18, 2017, the City of Wayne adopted the “Comprehensive Plan” for the City of Wayne, Nebraska, and then approved the amendments thereto on May 19, 2020, and January 5, 2021.

Section 2. The Planning Commission, upon review of the “Future Land Use Map” of the Comprehensive Plan at their public hearing held on February 7, 2022, recommended approval of amendments thereto, based upon the following “Finding of Fact:”

➤ Staff’s recommendation.

Section 3. The existing “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, is hereby repealed, and the amended “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, of which a copy thereof is attached hereto and incorporated herein by reference, shall now be made a part of said Comprehensive Plan.

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

PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

2022 Proposed Changes to Future Land Use Map

#1 – First Baptist Church and adjoining house

Change from Public/Quasi-Public to Mixed Use Residential/Commercial

#2 – West ½ of block between Main-Logan and 5th-6th Streets

Change from Commercial to Mixed Use Residential/Commercial

#3 – Cup of Grace

Change from Mixed Use Residential/Commercial to Public/Quasi-Public

#4 – WSC Criminal Justice House

Change from Mixed Use Residential/Commercial to Public/Quasi-Public

#5 – Houses at 1603, 1615, and 1701 Main

Change from Single Family Residential to Parks/Recreation

#6 – Virgil Kardell land by Vintage Hill 3rd Addition and houses at 1918, 2002, 2006, 2010, 2100, 2112, 2116, and 2300 Centennial Road

Add to Areas Targeted for Annexation

#7 – Ley property north of Greenwood Cemetery and east ½ of Pick/Meyer property west of Western Ridge II Addition

Add to Areas Targeted for Annexation



Highway 15

E. 21st Street

Claycomb Road

#5

#6

Aspen Street

Lindahl Drive

E. 14th Street

#7

Sunset Drive

Lamondale Drive

W. 12th Street

W. 11th Street

W. 10th Street

W. 9th Street

W. 8th Street

W. 7th Street

W. 6th Street

W. 5th Street

W. 4th Street

W. 3rd Street

W. 2nd Street

W. 1st Street

#3

#4

E. 9th Street

E. 10th Street

E. 6th Street

E. 5th Street

E. 4th Street

E. 3rd Street

E. 2nd Street

E. 1st Street

#1

#2

Providence Road

Angel Avenue

Deborah Drive

Central Road

Pheasant Run

Oak Drive

2nd Avenue

1st Avenue

Grainland Road

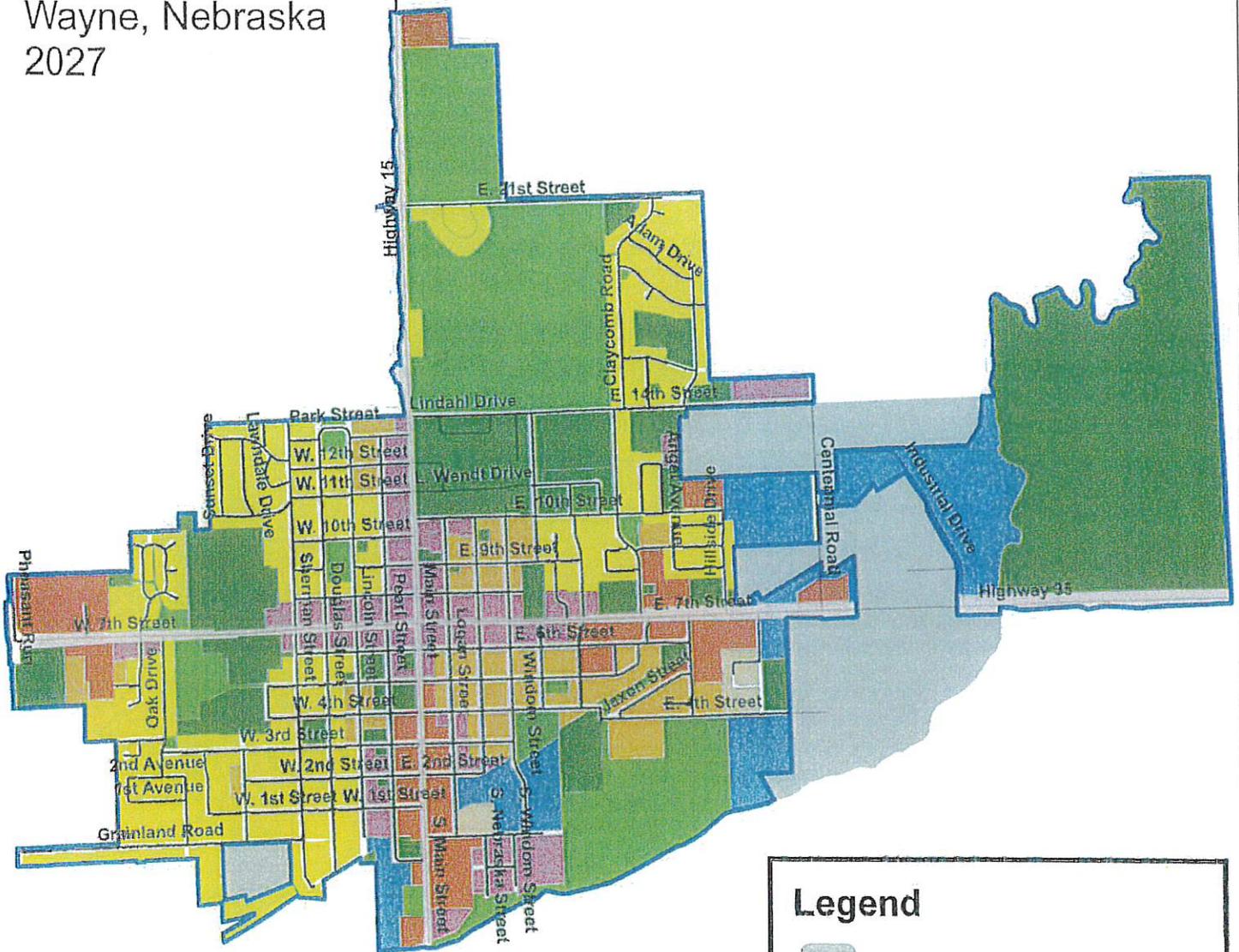
Main Street



FUTURE LAND USE MAP

CORPORATE LIMITS

Wayne, Nebraska
2027



Legend

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

ILLUSTRATION 4.6

FUTURE LAND USE MAP

TWO-MILE PLANNING JURISDICTION

Wayne, Nebraska

2027

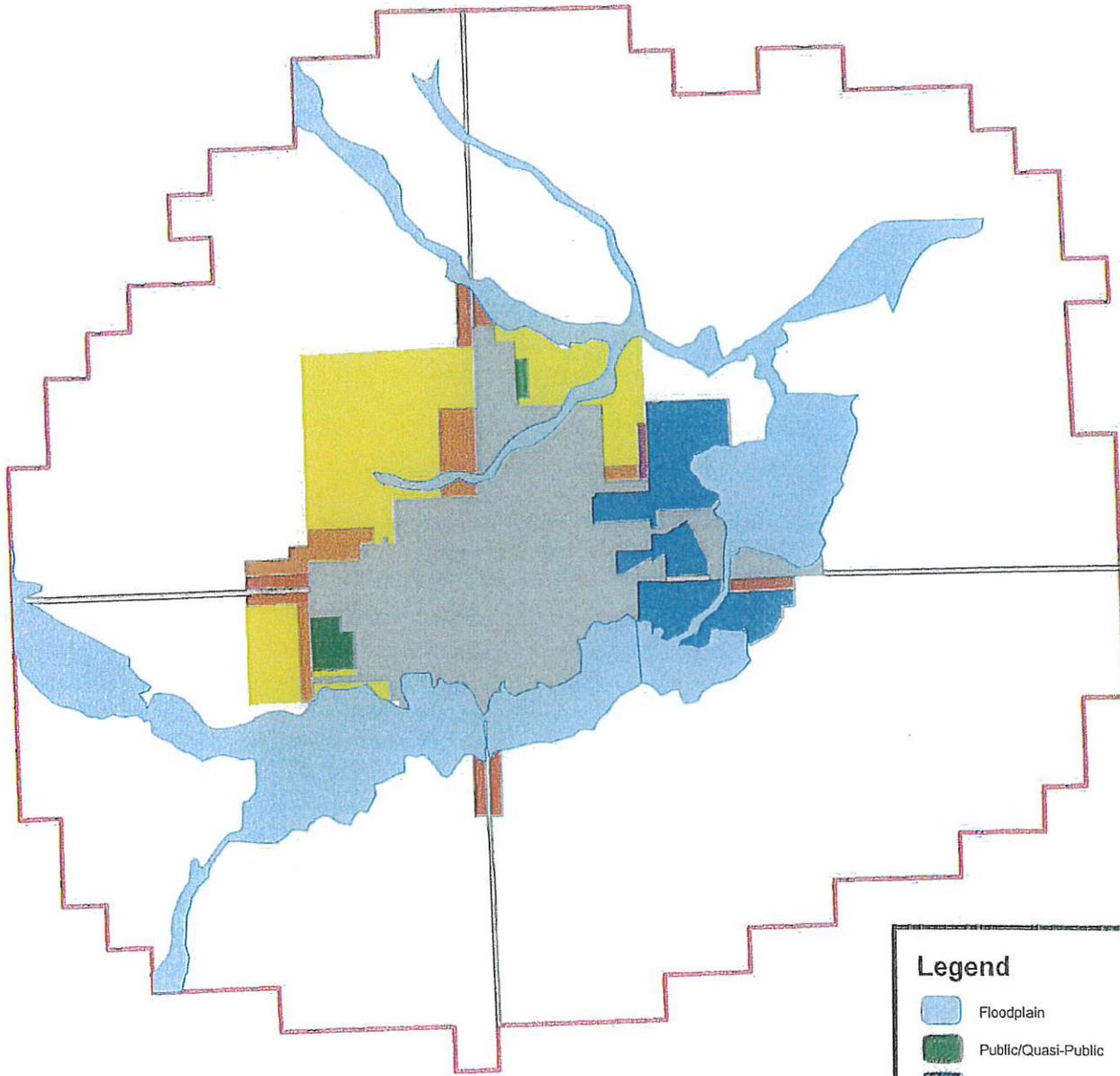


ILLUSTRATION 4.7

ORDINANCE NO. 2022-3

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF BLOCK EIGHT (8), CRAWFORD & BROWN'S ADDITION, AND THE WEST HALF (W1/2) OF BLOCK TWELVE (12) NORTH ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM B-2 CENTRAL BUSINESS DISTRICT TO B-3 NEIGHBORHOOD COMMERCIAL DISTRICT.

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

Section 1. That the Planning Commission held a public hearing on February 7, 2022, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the current and future land use maps; and
- Staff's recommendation.

Section 1. That the real estate area shown on the attached map be changed and rezoned from B-2 (Central Business District) to B-3 (Neighborhood Commercial District). The area being rezoned is legally described as:

Block 8, Crawford & Brown's Addition and the W1/2 of Block 12, North Addition to the City of Wayne, Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on February 7, 2022, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the current and future land use maps; and
- Staff's recommendation.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described or as recommended as now in a B-3 (Neighborhood Commercial) zone.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

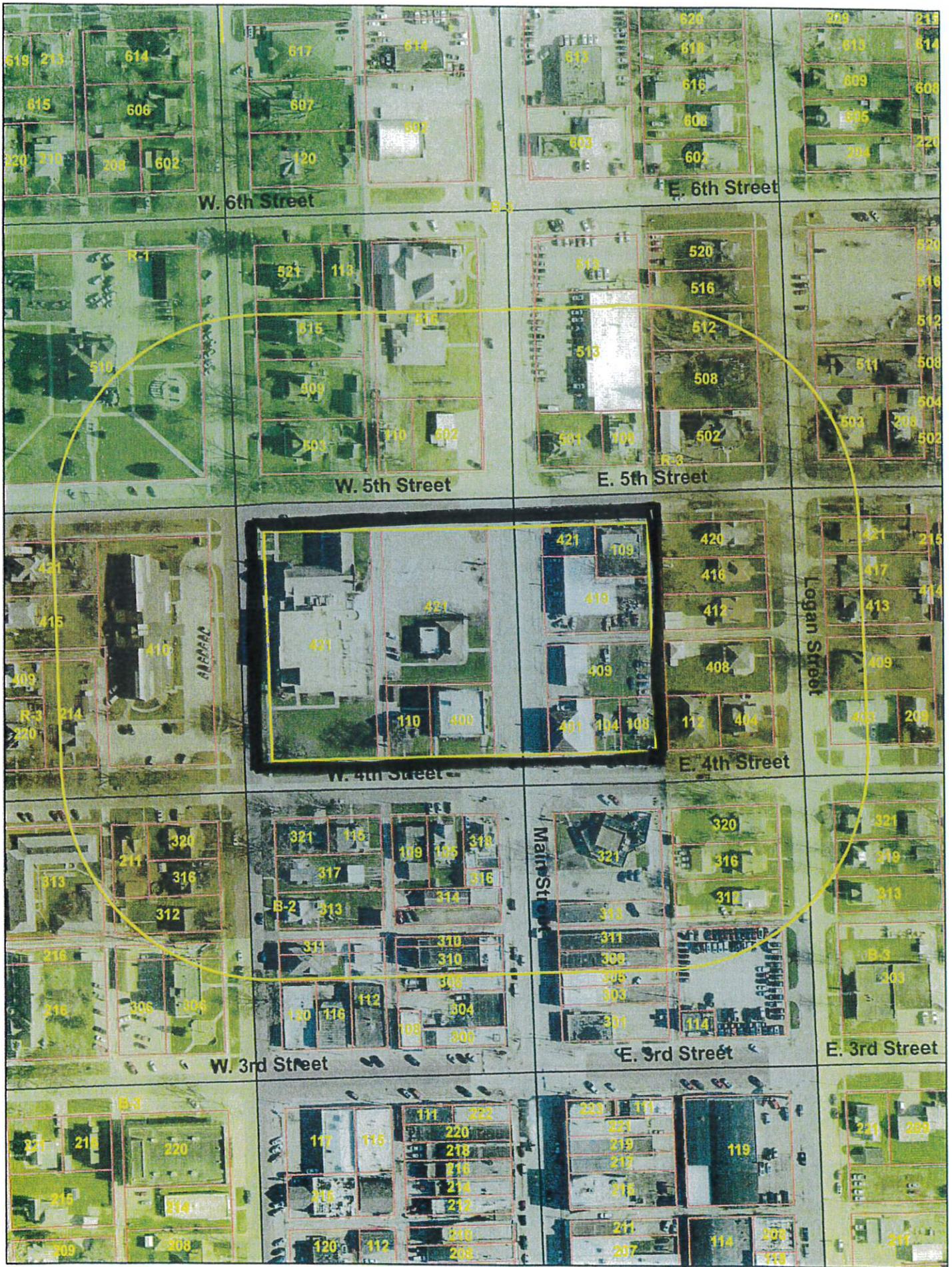
PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



W. 6th Street

E. 6th Street

R-1

W. 5th Street

E. 5th Street

Logan Street

W. 4th Street

E. 4th Street

Main Street

W. 3rd Street

E. 3rd Street

E. 3rd Street

B-3

B-2

B-3



REQUEST FOR REZONING PROPERTY

Applicant SANCTUARY APARTMENTS, LLC Date 01-20-22

Address 400 MAIN ST

Legal Description Block 8, Crawford & Brown's Addition West 1/2 of Block 12, North Addition

Rezoning Change From B-2 To B-3

Reason for Rezoning OWNER WISHES TO CONVERT EXISTING CHURCH TO RESIDENTIAL APARTMENTS WITH NO COMMERCIAL TENANT.

Applicant's Signature (Handwritten signature)

*Does this Request comply with the Future Land Use Map YES x NO

Summary of Chapter 152 - Zoning

From time to time changes in the boundaries of the existing Zoning Districts may be made. The changes can be initiated by the City Council, Planning Commission, or by the owner of the property involved in the change. A Request for Rezoing is first submitted to the Planning Commission for consideration and their recommendation is submitted to the City Council for final action. If passed, the zoning change becomes an Ordinance and is recorded n the public records.

Rezoning procedures begin with the property owner submitting an application to the City Planner. This Rezoning Request gives the legal description of the property, the zoning change, and reasons for the rezoning. In addition to the Rezoning Request, a list of property owners with 300 feet of the proposed rezoning must be submitted. The list must include the property owner and a mailing address.

The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property owners are notified of the proposed rezoning along with the School District. A public notice is published in the local newspaper.

The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove the Rezoning Request or return it to the Planning Commission.

Date Rezoning Request (Approved) Denied by Planning Commission February 7, 2022

Date Rezoning Request Approved/Denied by City Council

Current Fee: \$200 per Hearing, Two Hearings Required (Planning Commission & City Council)

306 Pearl Street
Wayne, NE 68787
402.375.1733
cityofwayne.org

ORDINANCE NO. 2022-4

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

Lot 1, Logan Valley Industrial Park, Wayne County, Nebraska,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The Planning Commission held a public hearing on February 7, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Finding of Fact" being staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-23

A RESOLUTION AUTHORIZING THE SALE OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO R. PERRY CONSTRUCTION, INC.

WHEREAS, the City of Wayne is the owner of the following described property, to-wit:

Lot Three (3), Southeast Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, there are no current delinquent real estate taxes or special assessments payable to Wayne County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Clerk is directed to prepare an ordinance directing the sale of a tract of land legally described as follows:

Lot Three (3), Southeast Addition to the City of Wayne, Wayne County, Nebraska,

to R. Perry Construction, Inc., for the sum of **\$100,000.00** and other valuable consideration.

PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-24

A RESOLUTION APPROVING PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE AND R. PERRY CONSTRUCTION, INC.

WHEREAS, the City of Wayne is desirous of entering into a Purchase Agreement with R. Perry Construction, Inc., to purchase and develop Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, a copy of said Purchase Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Purchase Agreement between R. Perry Construction, Inc., and the City of Wayne, Nebraska, is approved as written, and the Mayor is hereby authorized and directed to execute the said Purchase Agreement on behalf of the City.

PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

PURCHASE AGREEMENT

This agreement is made and entered into by and between **The City of Wayne, Nebraska, a municipal corporation**, hereinafter referred to as "Seller," and **R Perry Construction, Inc., an Iowa Corporation**, hereinafter referred to as "Buyer."

Seller and Buyer agree as follows:

1. **Property Purchased**. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following described property, to-wit:

Lot 3, Southeast Addition, City of Wayne, Wayne County, Nebraska

including all fixtures and equipment permanently attached to the property. The only personal property included is: None.

2. **Purchase Price**. Buyer agrees to pay to Seller, as full consideration for the above-described premises, the sum of \$100,000.00, payable as follows:

\$100,000.00 to be paid in full at time of closing. All payments are to be made in cash, money order, or certified bank draft.

3. **Title**. Seller shall provide proof of marketable title in fee simple and furnish to Buyer an abstract certified to date or a commitment for title insurance insuring merchantability. In the event that title insurance is used, the cost of such title insurance policy shall be paid by Buyer. Buyer shall be responsible for the cost of any title endorsements or riders required as a condition of Buyer's loan. Buyer agrees that should a valid defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If there are defects that cannot be reasonably corrected within 30 days, this agreement shall be null and void and any earnest money paid upon execution shall be refunded.

4. **Deed**. Seller agrees to convey the property to Buyer, or Buyer's nominee, by warranty deed, free and clear of all liens and encumbrances, special assessments, levied or assessed, except any special assessments resulting from assessments from districts that may be created or ordered constructed subsequent to the date of acceptance of this purchase agreement, and subject to all easements and restrictions of record and any applicable zoning regulations.

5. **Taxes**. Buyer shall pay all real estate taxes up to and including for the calendar year of 2022, as the property is currently tax exempt.

6. **Buyer's Inspection**. This offer is based upon the Buyer's personal inspection or investigation of the premises and not upon any representation or warranty of condition by Seller. Buyer agrees that the property is being sold in its present condition. Seller shall maintain the property until delivery of possession.

7. **Risk of Loss.** This agreement shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property prior to date of closing shall rest with the Seller.

8. **Closing and Possession.** The Parties agree to close the purchase on or before June 1, 2022. Possession of the property shall be given to Buyer at time of closing upon payment of the full purchase price herein.

9. **Liquidated Damages.** If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, utilize such legal remedies as are available to Seller by reason of such failure.

10. **Contingencies.**

a. This agreement is contingent upon Buyer obtaining approval for Tax Increment Financing (TIF) in an amount and upon terms acceptable to the Buyer.

b. Inspection Period. Buyer shall have 60 days from the date of the execution of this Agreement to determine if the Property is acceptable to Buyer in Buyer's sole determination. If the Buyer determines in its sole discretion that the Property is not acceptable or that the TIF is not acceptable then the Buyer can terminate this Agreement by providing the Seller written notice that the Property is not acceptable within 60 days from the date of the execution of this Agreement and this Agreement shall then terminate.

c. This agreement is contingent upon Seller's approval, as well as the approval of the Architectural Design Committee, of Seller's building proposal. Said proposal and approval shall be in writing prior to closing.

11. **Right of Reversion.** Buyer intends to construct 144 apartment units with a clubhouse and pool. The Buyer shall submit detailed building plans for the apartment project to the Seller for approval of the project. Buyer shall execute a Deed of Trust in accordance with *Neb.Rev.Stat. 76-1002(e)*, secured by Buyer's performance according to the approved plans. Said Deed of Trust will be subordinate to Buyer's primary lender. In the event Buyer fails to perform according to the agreed-upon plans, Seller may use any remedy available by law to enforce this agreement and the Deed of Trust. Upon performance by the Buyer, the Deed of Trust shall then be released.

12. **Binding Agreement.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each party.

13. **Original Counterparts.** This agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice

delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

Cale Giese, Mayor Roy Perry, President, o/b/o R Perry
o/b/o The City of Wayne, Nebraska, Construction, Inc., an Iowa Corporation, Buyer
a municipal corporation, Seller

Date

Date

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

SUBSCRIBED and sworn to before me this _____ day of March, 2022, by Cale Giese, Mayor, o/b/o the City of Wayne, Nebraska, a municipal corporation, Seller.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF WOODBURY)

SUBSCRIBED and sworn to before me this _____ day of March, 2022, by Roy Perry, o/b/o R Perry Construction, Inc., an Iowa Corporation, Buyer.

Notary Public

[Back to Top](#)

ORDINANCE NO. 2022-5

AN ORDINANCE DIRECTING THE SALE OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO R. PERRY CONSTRUCTION, INC.

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to R. Perry Construction, Inc., a tract of land legally described as:

Lot Three (3), Southeast Addition to the City of Wayne, Wayne County, Nebraska,

for the sum of ~~\$1.00~~ **\$100,000.00** and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-22

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“WAYNE CHICAGO STREET PROJECT.”**

WHEREAS, two bids were received on March 10, 2022, on the “Wayne Chicago Street Project;” and

WHEREAS, the bid has been reviewed by the City’s Engineer on the project, Olsson; and

WHEREAS, Olsson is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Wayne Chicago Street Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Robert Woehler & Sons Construction, Inc. 123 Fairgrounds Avenue Wayne NE 68787	\$744,327.00

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

PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



WAYNE CHICAGO STREET
WAYNE, NE - 2022
OLSSON PROJECT NO. 021-07991

10-Mar-2022
1:30 p.m.

CONTRACTOR				Robert Woehler & Sons Construction, Inc. Wayne, NE		Vrba Construction, Inc. Schuyler, NE			
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension		
1	MOBILIZATION	LS	1	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00		
2	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00		
3	EARTHWORK	LS	1	\$8,000.00	\$8,000.00	\$55,000.00	\$55,000.00		
4	REMOVE FENCE	LF	450	\$1.00	\$450.00	\$14.00	\$6,300.00		
5	REMOVE STORM SEWER PIPE	LF	852	\$8.00	\$6,816.00	\$8.50	\$7,242.00		
6	REMOVE STORM SEWER STRUCTURE	EA	5	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00		
7	REMOVE WATER MAIN PIPE	LF	205	\$6.00	\$1,230.00	\$20.00	\$4,100.00		
8	REMOVE PAVEMENT	SY	926	\$4.00	\$3,704.00	\$14.50	\$13,427.00		
9	REMOVE AND REPLACE UNSUITABLE SOILS	CY	100	\$50.00	\$5,000.00	\$40.00	\$4,000.00		
10	EROSION CONTROL	LS	1	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00		
11	12" SUBGRADE PREP	SY	4139	\$6.00	\$24,834.00	\$5.75	\$23,799.25		
12	8" CONCRETE PAVEMENT W/ 6" INTEGRAL CURB	SY	3715	\$65.00	\$241,475.00	\$84.50	\$313,917.50		
13	6" CONCRETE BIKE TRAIL 8" WIDE	SY	137	\$100.00	\$13,700.00	\$100.00	\$13,700.00		
14	12" WHITE POLYUREA CROSSWALK STRIPES, GROOVED	LF	40	\$100.00	\$4,000.00	\$45.00	\$1,800.00		
15	DETECTABLE WARNING PANELS	SF	32	\$85.00	\$2,720.00	\$80.00	\$2,560.00		
16	4" SANITARY SEWER SERVICE CONNECTION	EA	7	\$500.00	\$3,500.00	\$400.00	\$2,800.00		
17	4" SANITARY SEWER SERVICE LINE	LF	220	\$25.00	\$5,500.00	\$52.00	\$11,440.00		
18	48" SANITARY SEWER MANHOLE	EA	4	\$4,500.00	\$18,000.00	\$6,310.00	\$25,240.00		
19	8" PVC SANITARY SEWER MAIN	LF	964	\$42.00	\$40,488.00	\$65.00	\$62,660.00		
20	7.5' X 3' CURB INLET	EA	1	\$5,000.00	\$5,000.00	\$13,725.00	\$13,725.00		
21	7.5' X 6' CURB INLET	EA	1	\$6,000.00	\$6,000.00	\$15,750.00	\$15,750.00		
22	TYPE 1 CURB INLET	EA	6	\$4,000.00	\$24,000.00	\$10,000.00	\$60,000.00		
23	4' X 4' JUNCTION BOX	EA	1	\$4,000.00	\$4,000.00	\$10,600.00	\$10,600.00		
24	5' X 7' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00	\$12,100.00	\$12,100.00		
25	6' X 6' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00	\$14,000.00	\$14,000.00		
26	18" FES	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00		
27	65" x 40" RCA FES	EA	1	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00		
28	30" NYLOPLAST D.B.	EA	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00		
29	108" MANHOLE	EA	1	\$8,000.00	\$8,000.00	\$41,000.00	\$41,000.00		
30	24" HDPE	LF	411	\$75.00	\$30,825.00	\$98.00	\$40,278.00		
31	18" RCP	LF	64	\$60.00	\$3,840.00	\$105.00	\$6,720.00		
32	24" RCP	LF	241	\$75.00	\$18,075.00	\$108.00	\$26,028.00		
33	65" X 40" RCAP	LF	328	\$385.00	\$126,280.00	\$675.00	\$221,400.00		
34	WET CUT-IN	EA	3	\$1,500.00	\$4,500.00	\$7,000.00	\$21,000.00		
35	1" WATER SERVICE ASSEMBLY	EA	6	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00		
36	1" WATER SERVICE LINE	LF	300	\$20.00	\$6,000.00	\$40.00	\$12,000.00		
37	8" MJ GATE VALVE	EA	4	\$2,400.00	\$9,600.00	\$2,500.00	\$10,000.00		
38	8" X 6" MJ TEE	EA	1	\$600.00	\$600.00	\$600.00	\$600.00		
39	8" X 8" MJ TEE	EA	2	\$700.00	\$1,400.00	\$650.00	\$1,300.00		
40	8" CONNECTION SLEEVE	EA	2	\$500.00	\$1,000.00	\$450.00	\$900.00		
41	8" 30" MJ BEND	EA	2	\$750.00	\$1,500.00	\$800.00	\$1,600.00		
42	8" 45" MJ BEND	EA	4	\$750.00	\$3,000.00	\$400.00	\$1,600.00		
43	8" C900 WATER MAIN	LF	694	\$35.00	\$24,290.00	\$65.00	\$45,110.00		
44	FIRE HYDRANT ASSEMBLY, TYPE II	EA	1	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00		
45	SEEDING	AC	2	\$3,000.00	\$6,000.00	\$12,000.00	\$24,000.00		
Total of All Unit Price Base Bid (Items 1-45)					\$744,327.00		\$1,233,696.75		
Total of All Unit Price Base Bid MINUS ITEM #11					DEDUCT	DEDUCT	\$23,799.25		
Total of All Unit Price Base Bid					\$719,493.00		\$1,209,897.50		
Total of Alternate Bid A - Flyash				TN	265	\$190.00	\$50,350.00	\$225.00	\$59,625.00
Total of All Unit Price Base Bid PLUS Alternate A					\$769,843.00		\$1,269,522.50		
TOTAL BASE BID PRICE					\$744,327.00		\$1,233,696.75		
Work Substantially Complete On or Before:				September 15, 2022		September 15, 2022			
Complete and Ready for Final Payment On or Before:				October 1, 2022		October 1, 2022			
Addendas				2		2			
Bid Guarantee:				5% Bid Bond		5% Bid Bond			
Remarks:									



March 14, 2022

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

Re: Wayne Chicago Street
Wayne, Nebraska-2022
Olsson Project Number: 021-07991

Mr. Blecke:

Bids for the above referenced project were received and opened on Thursday, March 10, 2022. A total of two bids were submitted and have been reviewed. The bids appear to be competitive and near our engineer's estimate for the project.

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, Robert Woehler & Sons Construction, Inc., in the contract amount of \$744,327.00. Upon your approval, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required. The full bid tab is included with this letter.

Sincerely,

A handwritten signature in blue ink that reads "Taylor Kube". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Taylor Kube, PE

Encl.

cc: Robert Woehler & Sons Construction, Inc.



WAYNE CHICAGO STREET
WAYNE, NE - 2022
OLSSON PROJECT NO. 021-07991

10-Mar-2022
 1:30 p.m.

CONTRACTOR				Robert Woehler & Sons Construction, Inc. Wayne, NE		Vrba Construction, Inc. Schuyler, NE			
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension		
1	MOBILIZATION	LS	1	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00		
2	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00		
3	EARTHWORK	LS	1	\$8,000.00	\$8,000.00	\$55,000.00	\$55,000.00		
4	REMOVE FENCE	LF	450	\$1.00	\$450.00	\$14.00	\$6,300.00		
5	REMOVE STORM SEWER PIPE	LF	852	\$8.00	\$6,816.00	\$8.50	\$7,242.00		
6	REMOVE STORM SEWER STRUCTURE	EA	5	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00		
7	REMOVE WATER MAIN PIPE	LF	205	\$6.00	\$1,230.00	\$20.00	\$4,100.00		
8	REMOVE PAVEMENT	SY	926	\$4.00	\$3,704.00	\$14.50	\$13,427.00		
9	REMOVE AND REPLACE UNSUITABLE SOILS	CY	100	\$50.00	\$5,000.00	\$40.00	\$4,000.00		
10	EROSION CONTROL	LS	1	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00		
11	12" SUBGRADE PREP	SY	4139	\$6.00	\$24,834.00	\$5.75	\$23,799.25		
12	8" CONCRETE PAVEMENT W/ 6" INTEGRAL CURB	SY	3715	\$65.00	\$241,475.00	\$84.50	\$313,917.50		
13	6" CONCRETE BIKE TRAIL 8' WIDE	SY	137	\$100.00	\$13,700.00	\$100.00	\$13,700.00		
14	12" WHITE POLYUREA CROSSWALK STRIPES, GROOVED	LF	40	\$100.00	\$4,000.00	\$45.00	\$1,800.00		
15	DETECTABLE WARNING PANELS	SF	32	\$85.00	\$2,720.00	\$80.00	\$2,560.00		
16	4" SANITARY SEWER SERVICE CONNECTION	EA	7	\$500.00	\$3,500.00	\$400.00	\$2,800.00		
17	4" SANITARY SEWER SERVICE LINE	LF	220	\$25.00	\$5,500.00	\$52.00	\$11,440.00		
18	48" SANITARY SEWER MANHOLE	EA	4	\$4,500.00	\$18,000.00	\$6,310.00	\$25,240.00		
19	8" PVC SANITARY SEWER MAIN	LF	964	\$42.00	\$40,488.00	\$65.00	\$62,660.00		
20	7.5' X 3' CURB INLET	EA	1	\$5,000.00	\$5,000.00	\$13,725.00	\$13,725.00		
21	7.5' X 6' CURB INLET	EA	1	\$6,000.00	\$6,000.00	\$15,750.00	\$15,750.00		
22	TYPE 1 CURB INLET	EA	6	\$4,000.00	\$24,000.00	\$10,000.00	\$60,000.00		
23	4' X 4' JUNCTION BOX	EA	1	\$4,000.00	\$4,000.00	\$10,600.00	\$10,600.00		
24	5' X 7' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00	\$12,100.00	\$12,100.00		
25	6' X 6' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00	\$14,000.00	\$14,000.00		
26	18" FES	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00		
27	65" x 40" RCA FES	EA	1	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00		
28	30" NYLOPLAST D.B.	EA	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00		
29	108" MANHOLE	EA	1	\$8,000.00	\$8,000.00	\$41,000.00	\$41,000.00		
30	24" HDPE	LF	411	\$75.00	\$30,825.00	\$98.00	\$40,278.00		
31	18" RCP	LF	64	\$60.00	\$3,840.00	\$105.00	\$6,720.00		
32	24" RCP	LF	241	\$75.00	\$18,075.00	\$108.00	\$26,028.00		
33	65" X 40" RCAP	LF	328	\$385.00	\$126,280.00	\$675.00	\$221,400.00		
34	WET CUT-IN	EA	3	\$1,500.00	\$4,500.00	\$7,000.00	\$21,000.00		
35	1" WATER SERVICE ASSEMBLY	EA	6	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00		
36	1" WATER SERVICE LINE	LF	300	\$20.00	\$6,000.00	\$40.00	\$12,000.00		
37	8" MJ GATE VALVE	EA	4	\$2,400.00	\$9,600.00	\$2,500.00	\$10,000.00		
38	8" X 6" MJ TEE	EA	1	\$600.00	\$600.00	\$600.00	\$600.00		
39	8" X 8" MJ TEE	EA	2	\$700.00	\$1,400.00	\$650.00	\$1,300.00		
40	8" CONNECTION SLEEVE	EA	2	\$500.00	\$1,000.00	\$450.00	\$900.00		
41	8" 30° MJ BEND	EA	2	\$750.00	\$1,500.00	\$800.00	\$1,600.00		
42	8" 45° MJ BEND	EA	4	\$750.00	\$3,000.00	\$400.00	\$1,600.00		
43	8" C900 WATER MAIN	LF	694	\$35.00	\$24,290.00	\$65.00	\$45,110.00		
44	FIRE HYDRANT ASSEMBLY, TYPE II	EA	1	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00		
45	SEEDING	AC	2	\$3,000.00	\$6,000.00	\$12,000.00	\$24,000.00		
Total of All Unit Price Base Bid (Items 1-45)					\$744,327.00		\$1,233,696.75		
Total of All Unit Price Base Bid MINUS ITEM #11					DEDUCT \$24,834.00	DEDUCT	\$23,799.25		
Total of All Unit Price Base Bid					\$719,493.00		\$1,209,897.50		
Total of Alternate Bid A - Flyash				TN	265	\$190.00	\$50,350.00	\$225.00	\$59,625.00
Total of All Unit Price Base Bid PLUS Alternate A						\$769,843.00		\$1,269,522.50	
TOTAL BASE BID PRICE						\$744,327.00		\$1,233,696.75	
Work Substantially Complete On or Before:					September 15, 2022		September 15, 2022		
Complete and Ready for Final Payment On or Before:					October 1, 2022		October 1, 2022		
Addendas					2		2		
Bid Guarantee:					5% Bid Bond		5% Bid Bond		
Remarks:									

[Back to Top](#)

RESOLUTION NO. 2022-25

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #1 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE “WAYNE CHICAGO STREET PROJECT.”

WHEREAS, the Wayne City Council previously approved/appointed Olsson as the special engineer on the “Wayne Chicago Street Project” on October 19, 2021, for \$32,600.00; and

WHEREAS, said Letter Agreement has been amended to include additional engineering services for design and bidding services for paving and water for Lincoln Street from Chicago Street to 1st Street to be performed by Olsson for an additional fixed fee of \$18,950.00.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Letter Agreement Amendment No. 1 is hereby approved and made a part of the original agreement previously entered into with Olsson on October 19, 2021, for the “Wayne Chicago Street Project.”

PASSED AND APPROVED this 15th day of March, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



LETTER AGREEMENT AMENDMENT #1

Date: March 4, 2022

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 20, 2021 between City of Wayne ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: South Lincoln Street, Wayne, Nebraska

Project Description: Design & Bidding Services for Paving and Water for Lincoln Street from Chicago Street to 1st Street

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

SURVEY

Topographic Survey

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

CONSTRUCTION DOCUMENTS

Meetings & Correspondence

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

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

Construction Documents

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

1. Cover Sheet
2. Horizontal and Vertical Control Sheet
3. General Notes & Details
4. Roadway Design
5. Water Main Design
6. Erosion Control
7. Quality Review

Construction Documents Deliverables

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

BIDDING SERVICES

Bidding Coordination

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

Project Exclusions:

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

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

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: March 14, 2022
Anticipated Completion Date: July 1, 2022

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

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Service-s a fixed fee of Eighteen Thousand Nine Hundred Fifty Dollars (\$18,950). Olsson's reimbursable expenses for the Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

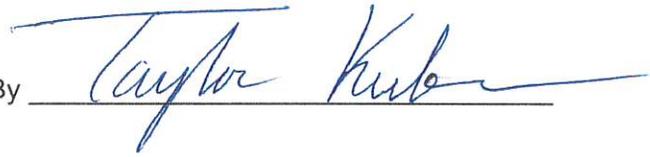
TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By 

By 

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF WAYNE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Opinion of Probable Cost
 Lincoln Street
 Wayne, Nebraska
 March 4, 2022

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
2	8" Paving	SY	1,000	\$ 100.00	\$ 100,000.00
3	8" Water Main	LF	320	\$ 100.00	\$ 32,000.00
4	Erosion Control	LS	1	\$ 5,000.00	\$ 5,000.00
5	Seeding	AC	0.5	\$ 7,500.00	\$ 3,750.00
6	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
Construction Subtotal					\$ 158,250.00
Construction Contingency (10%)					\$ 15,825.00
TOTAL CONSTRUCTION COST					\$174,075.00