

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
April 18, 2023**

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 – April 4, 2023](#)
4. [Approval of Claims](#)
5. [Presentation of Dividend Check from Employers Mutual Company — Cap Peterson, Northeast Nebraska Insurance Agency](#)
6. [Annual Green Team Update – Sandy Brown](#)
7. [Public Hearing: Application for Water Well Permit – Carl and Peggy Johnson](#)

**Background: Our city code requires council approval of a permit to drill any well within our zoning jurisdiction. This is a non-domestic well (30 gallons or less per minute). The permit requires an “impact study” by an engineering firm to verify the new well will not adversely impact our city wells. In the past, staff has been recommending that the Council waive the impact study requirement for the following reasons:**

- 1) A well this small would have no significant impact on the city wells;
- 2) If we cannot show any harm to a city well, we have no legal justification or authority to deny a private well on private property outside city limits; and
- 3) Nebraska well regulations are relatively strict, and licensed well drillers are closely regulated regarding protection against ground water pollution from use or construction of new wells.

8. [Resolution 2023-30: Approving Water Well Permit – Carl and Peggy Johnson](#)
9. [Action on the request of the Wayne Chicken Show Committee to close the following streets for the 43<sup>rd</sup> Annual Henoween/Chicken Show Celebration:](#)
  - Friday, July 7<sup>th</sup>, from 2:30 p.m. until midnight for the annual Henoween Celebration: Main Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street; 2<sup>nd</sup> Street from the east alley to the west alley and 3<sup>rd</sup> Street from Pearl Street to the alley east of Main Street; and that closed areas on 3<sup>rd</sup> Street from the alley to Pearl Street be identified for handicap parking.

- Saturday, July 8<sup>th</sup> from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln Street from 10<sup>th</sup> Street to 8<sup>th</sup> Street; and intersections at 10<sup>th</sup> and Lincoln, 9<sup>th</sup> and Lincoln, and 9<sup>th</sup> and Lincoln Streets are also requested to be closed, with the intersections at 10<sup>th</sup> and Douglas and 9<sup>th</sup> and Douglas open to allow traffic flow adjacent to the park.
- On behalf of Wayne Kiwanis: to close part of East 2<sup>nd</sup> Street from 6:00 a.m. until 10:30 a.m. on Saturday, July 8<sup>th</sup> from the intersection of 2<sup>nd</sup> and Main Streets to the alley for their omelet feed and seating area.
- Saturday, July 8<sup>th</sup> from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street (including intersections) and 10<sup>th</sup> Street from Main Street to Lincoln Street. Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street will also be used for the parade. West 1<sup>st</sup> Street from Main to Sherman Street and Grainland Road will be closed for the parade line up and monitoring entries via golf cart or ATV.
- Sunday, July 9<sup>th</sup>, for the Crowing Motors Car Show from 7:00 a.m. until 5:00 p.m.: 2<sup>nd</sup> Street from Main Street to Pearl Street and Pearl Street from 2<sup>nd</sup> - 3<sup>rd</sup> Street, including the intersection of 2<sup>nd</sup> and Pearl Street be closed.

10. [Resolution 2023-31: Acknowledging requirements for the temporary use of the State Highway System for special events \(Henoween and Chicken Show – July 7, 8, and 9<sup>th</sup>\)](#)
11. Action on a request to approve a fireworks display on Friday, July 7, 2023, for the Henoween Celebration at the ballfield at Prairie Park
12. [Resolution 2023-32: Approving Amendment No. 8 to Communication Tower and Real Estate Lease Agreement with Alltel Corporation d/b/a Verizon Wireless](#)

**Background:** Because Verizon is removing 6 antennas and replacing with 6 new smaller antennas with required mount modifications to the tower at City Hall, the original lease agreement has been amended to reflect this change. Amy has reviewed the agreement and approved the same.

13. [Resolution 2023-33: Approving Letter Agreement Amendment #4 to the original Letter Agreement with Olsson for additional services on the “Wayne Prairie Park Development Project”](#)

**Background:** Staff asked Olsson to amend the current agreement to include additional items to keep the Prairie Park project moving forward as quickly as we can. In addition to the storm water design of piping 4<sup>th</sup> Street water to the Logan, there are a handful of lake amenities that are included to be designed. These amenities will not be constructed until a time when the lake design is completed by Olsson. At the time of packet publication, staff is still negotiating with Olsson on these items.

14. [Action on Change Orders \(3\) for a total of \\$12,946 to OCC Builders, LLC, for the Freedom Park Trailhead Project – Jill Brodersen, Architect](#)

**Background: The Change Orders are for the following:**

- Added electrical fixtures (\$4,265);
  - Fire coating interior exposed trusses and roof sheathing (\$7,648); and
  - Additional plumbing requests (\$1,033)
15. [Action on Application for Payment No. 7 in the amount of \\$44,348 to OCC Builders, LLC, for the Freedom Park Trailhead Project — Jill Brodersen, Architect](#)

**Background: This is for work completed and approved by the Architect.**

16. [Action on the request of the Wayne Community Redevelopment Authority to request funding assistance from the City of Wayne for moving houses and preparing said houses to be sold](#)

**Background: The Wayne Community Redevelopment Authority (CRA) is requesting funds to move up to 3 houses from the Wayne State College (WSC) campus. WSC is starting construction on a new dormitory this summer/fall in this area. The CRA is being given these houses by the WSC Foundation. This is the reason the City gave the CRA those lots on S Lincoln/Chicago Street. The bids to move the houses came in at \$38,850 (502 Hillcrest), \$42,000 (506 Hillcrest) and \$75,500 (1119 Walnut - Alumni House). This order is also the priority order for the CRA. The CRA has approximately \$100,000 left on its line of credit. Moving these houses and then preparing the same for sale will require more funds than what is now in their line of credit.**

**The CRA is requesting from the City up to \$200,000 for each house to move and finish (this would extend the line of credit to a maximum of \$1,000,000). The CRA currently pays 0.5% on their line of credit. If Council denies the request or provides a lower line of credit amount, the CRA will determine how many houses, if any, it can move in the priority listed above.**

17. [Park and Recreation Department Report – Lowell Heggemeyer, Park and Recreation Director](#)
18. [Update on 513 Main Street \(New Police and City Municipal Building Renovation Project\)](#)
19. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
April 4, 2023**

The Wayne City Council met in regular session at City Hall on April 4, 2023, 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, Brittany Webber, Clayton Bratcher, Matt Eischeid and Jill Brodersen; City Administrator Wes Blecke; Finance Director Beth Porter; and Attorney Amy Miller. Absent: Councilmember Jason Karsky and City Clerk Betty McGuire.

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 Brodersen made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of March 21, 2023, 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 Karsky 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, 1093.66; AMERITAS, SE, 3292.14; AMERITAS, SE, 115.00; AMERITAS, SE, 35.00; AMERITAS, SE, 178.46; AMERITAS, SE, 72.00; APPEARA, SE, 73.50; APPEARA, SE, 39.16; CARHART LUMBER COMPANY, SU, 68.10; CIRBA SOLUTIONS SERVICES, SU, 102.00; CITY EMPLOYEE, RE, 38.00; CITY EMPLOYEE, RE, 175.00; CITY EMPLOYEE, RE, 1757.66; CITY EMPLOYEE, RE, 81.68; CITY EMPLOYEE, RE, 159.44; CITY OF WAYNE, PY,

99229.98; CITY OF WAYNE, RE, 652.10; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 12000.00; CORE & MAIN, SU, 466.08; CUB SCOUTS PACK 174, RE, 200.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 86.00; DICKEY, BILL, RE, 200.00; DUTTON-LAINSON, SU, 133.53; EAKES OFFICE PLUS, SE, 2556.02; ED M. FELD EQUIPMENT, SU, 105.50; ELLIS HOME SERVICES, SE, 832.93; FAIRFIELD INN – KEARNEY, SE, 659.70; FASTENAL, SU, 73.33; FIRST CONCORD GROUP, SE, 4284.64; GALE/CENGAGE LEARNING, SU, 50.03; GLOVER PAINTING, SE, 8968.05; GROSSENBURG IMPLEMENT, SU, 78.46; GROSSENBURG IMPLEMENT, SU, 1226.77; HAWKINS, SU, 2352.02; HILAND DAIRY, SE, 173.37; HILAND DAIRY, SE, 131.64; HYDRO OPTIMIZATION, SE, 1932.24; ICMA, SE, 9178.70; ICMA, SE, 2199.73; ICMA, SE, 166.28; ICMA, SE, 186.63; ICMA, SE, 137.38; ICMA, SE, 36.84; ICMA, SE, 127.36; ICMA, SE, 372.24; ICMA, SE, 413.68; ICMA, SE, 70.00; ICMA, SE, 226.66; IRS, TX, 3935.62; IRS, TX, 12075.10; IRS, TX, 16828.20; J.P. COOKE COMPANY, SU, 221.95; JEO CONSULTING GROUP, SE, 2790.00; KAI, STACEY, RE, 30.00; L.G. EVERIST, SU, 863.48; MAIN STREET GARAGE, SE, 714.76; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 180.50; MARRIOTT HOTELS, SE, 440.00; MIDWEST TAPE, SU, 227.96; MILLER PAINTING & DECORATING, SE, 9712.50; MUNICIPAL SUPPLY, SU, 515.81; NDEE-FISCAL SERVICES, FE, 40.00; NE DEPT OF REVENUE, TX, 5476.51; NE HARVESTORE, SU, 68.80; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 142.00; O'REILLY AUTOMOTIVE STORES, SU, 89.55; PIP MARKETING, SIGNS & PRINT, SU, 2197.06; POSTMASTER, SU, 1032.00; ROBERT WOEHLE & SONS, RE, 500.00; SARGENT DRILLING, SE, 19249.84; SERVICEMASTER OF SOOLAND, SE, 8110.89; STATE NEBRASKA BANK-PETTY CASH, RE, 108.53; STURM, MIKE, RE, 195.00; T & S TRUCKING, SU, 562.40; TEEL, EMMA, RE, 200.00; TOM'S BODY & PAINT SHOP, SU, 201.87; VEL'S BAKERY, SU, 75.00; VIAERO, SE, 69.88; VOLKMAN PLUMBING & HEATING, SE, 294.00; WAYNE DIRT DEVILS, RE, 200.00; WISNER WEST, SU, 169.56; BLUE CROSS BLUE SHIELD, SE, 48325.17; CITY EMPLOYEE, RE, 926.01; CITY OF WAYNE, RE, 500000.00; CITY OF WAYNE, RE, 205.18; EMPLOYERS MUTUAL CASUALTY, SE, 1674.50; FREDRICKSON OIL, SU, 898.15; GLOBAL PAYMENTS INTEGRATED, SE, 821.75; HOMETOWN LEASING, SE, 365.84; MILLER LAW, SE, 5416.67; NORTHEAST NE INS AGENCY, SE, 116340.00; NORTHEAST POWER, SE, 5267.00; OPTK NETWORKS, SE, 408.54; QUADIENT LEASING, SE, 655.38; SPORTS FACILITY MAINTENANCE, SU, 805.00; TACOS & MORE, SU, 114.00; WAED, SE, 8980.41; WYNIA, KATIE, SU, 260.00; ZACH HEATING & COOLING, SE, 15359.60

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

Mayor Giese proclaimed April 28<sup>th</sup> as “Arbor Day.”

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class C Liquor License for McLaulvis LLC, d/b/a “Good ‘Nuff Bar,” located at 111 E 3<sup>rd</sup> Street.

Stefanie McLagan, Scot Saul and Cassie Davis, owners of the establishment, were present to answer questions.

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

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

Councilmember Brodersen introduced Resolution No. 2023-25 and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2023-25

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS C LIQUOR LICENSE — MCLAULVIS LLC, D/B/A “GOOD ‘NUFF BAR.”

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

Josie Broders was present asking Council to consider approving a “Partial Deed of Reconveyance” on the property she owns where the Beaumont Event Center is located. She is selling the east side of the parcel, and to do so and provide clear title to the Buyers, the City must approve a Partial Deed of Reconveyance for the LB840 loan associated therewith. The LB840 loan was secured by the entire parcel.

Attorney Miller spoke with the realtor, and she indicated that the other lenders are also granting a Partial Deed of Reconveyance so that clear title can be given to the Buyers.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, approving the Partial Deed of Reconveyance for the Wayne Area Event Center. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent and Councilmember Bratcher who voted Nay, the Mayor declared the motion carried.

The following Resolution would approve the agreement with McLaury Engineering for the “4<sup>th</sup> Street & Thorman Street Paving Project, Storm Sewer Redesign and Design and Plan Production Projects.” In 2022, McLaury completed a design and plan set for paving and utility construction on 4<sup>th</sup> Street up to Centennial Road and on Thorman Street from Erin Street to 4<sup>th</sup> Street. No bidding or construction took place on that project. In the existing design, the storm sewer trunk line was proposed to run east along the south side of 4<sup>th</sup> Street up to Centennial Road. It would then flow south along the west side of Centennial Road up to South Logan Creek where it would discharge. In an effort to coordinate with construction taking place to the south and east of this project, the City is proposing to redesign the storm sewer system to carry the water to the west along 4<sup>th</sup> Street where it will then be taken south along the existing Lot 6 and

discharged into South Logan Creek via a discharge structure. The estimated total task fee for the redesign services is \$20,700.

Josh Larson, engineer with McLaury Engineering, was present to introduce himself and answer any questions the Council had on the project.

Councilmember Eischeid introduced Resolution 2023-26, and moved for its approval; Councilmember Brodersen seconded.

#### RESOLUTION NO. 2023-26

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT BETWEEN THE CITY OF WAYNE AND MCLAURY ENGINEERING FOR ENGINEERING SERVICES RELATING TO THE "4<sup>TH</sup> STREET & THORMAN STREET PAVING PROJECT; STORM SEWER REDESIGN; AND DESIGN AND PLAN PRODUCTION PROJECTS."

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

Staff was approached by Nebraska CLASS Trust to be able to submit a bid when the City is investing funds. Nebraska CLASS or "Nebraska Cooperative Liquid Asset Security System" is an investment pool that allows all Nebraska governmental entities a secure place to invest their idle cash to make a higher rate of return while also keeping their capital liquid and accessible. Nebraska CLASS also allows local governments to pool their capital together across the state to utilize economies of scale to achieve a higher yield for their community. If approved, Resolution 23-28 amending the Investment and Portfolio Policy for the City of Wayne should also be approved.

Aaron Bos, Director, Investment Services with Nebraska CLASS was present via zoom, to answer questions.

Matt Ley, representing State Nebraska Bank, Corby Schweers, representing Elkhorn Valley Bank, and Luke Virgil, Director of Wayne Area Economic Development, spoke against adding Nebraska CLASS to the Investment Policy.

Attorney Miller advised the Council it is their responsibility to protect the taxpayer's money and make sure it is being utilized in the best way possible.

After further discussion, Resolution 2023-27 died for lack of a motion.

Attorney Miller advised the Council that upon her review of the current investment policy, she thought some parts of it needed to be amended.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to table action on Resolution 2023-28 Amending the Investment and Portfolio Policy for the City of Wayne until a later meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

The following Resolution would authorize the sale of the following lots to the Wayne Community Redevelopment Authority (CRA): 204 S Lincoln Street, 208 S Lincoln Street and 401 S Sherman Street.

Administrator Blecke stated the Wayne State College Foundation would like to gift the Community Redevelopment Authority three houses. However, in order to receive those properties, the CRA has to have someplace to move them onto. The CRA, at this time, is requesting proposals to move the houses. The CRA will probably have a special meeting once the bids are received later this week.

Mayor Giese stated he is advocating for the CRA to get all three of the houses, which will keep housing stock in Wayne.

Councilmember Brodersen introduced Resolution 2023-29, and moved for its approval, subject to the following:

- The CRA will purchase the 3 City lots for \$1.00 each;
- The CRA may pick and choose which lots they would like to put the houses on; and
- To hold off filing the deeds until the CRA knows they will be purchasing the houses.

Councilmember Muir seconded.

#### RESOLUTION NO. 2023-29

A RESOLUTION AUTHORIZING THE SALE OF 204 S LINCOLN STREET, 208 S LINCOLN STREET AND 401 S SHERMAN STREET OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO THE WAYNE COMMUNITY REDEVELOPMENT AUTHORITY.

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

Councilmember Eischeid introduced Ordinance No. 2023-8, and moved for approval thereof; Councilmember Bratcher seconded.

#### ORDINANCE NO. 2023-8

AN ORDINANCE DIRECTING THE SALE OF 204 S LINCOLN STREET, 208 S LINCOLN STREET AND 401 S SHERMAN STREET OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO THE WAYNE COMMUNITY REDEVELOPMENT AUTHORITY.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, 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 Karsky who was absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to move for final approval of Ordinance No. 2023-8. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance No. 2023-4, and moved for approval of the second reading thereof; Councilmember Webber seconded.

#### ORDINANCE NO. 2023-4

AN ORDINANCE TO AMEND TITLE XV LAND USAGE, CHAPTER 150 BUILDING REGULATIONS; CONSTRUCTION, SECTION 150.31 PROPERTY MAINTENANCE CODE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, 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 Karsky who was absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to move for final approval of Ordinance No. 2023-4. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance No. 2023-5, and moved for approval of the second reading thereof; Councilmember Pick seconded.

#### ORDINANCE NO. 2023-5

AN ORDINANCE TO AMEND TITLE XV LAND USAGE, CHAPTER 150 BUILDING REGULATIONS; CONSTRUCTION, SECTION 150.17 ONE AND TWO FAMILY DWELLING CODE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Pick, 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 Karsky who was absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Pick, to move for final approval of Ordinance No. 2023-5. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Brodersen introduced Ordinance No. 2023-6, and moved for approval of the second reading thereof; Councilmember Webber seconded.

ORDINANCE NO. 2023-6

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX SUPPORTED MUNICIPAL IMPROVEMENT BONDS, SERIES 2023, OF THE CITY OF WAYNE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO BE OWNED BY THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY A SALES AND USE TAX AND PROPERTY TAX FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, 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 Karsky who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to move for final approval of Ordinance No. 2023-6. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Bratcher introduced Ordinance No. 2023-7, and moved for approval of the second reading thereof; Councilmember Webber seconded.

ORDINANCE NO. 2023-7

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE XI BUSINESS REGULATIONS, CHAPTER 110 OCCUPATION TAXES, SECTION 110.02 ALCOHOLIC LIQUORS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Bratcher made a motion, which was seconded by Councilmember Webber, 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 Karsky who was absent, the Mayor declared the motion carried.

Councilmember Bratcher made a motion, which was seconded by Councilmember Webber, to move for final approval of Ordinance No. 2023-7. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Administrator Blecke updated the Council on the 513 Main Street Property (New Police and City Municipal Building Renovation Project).

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:06 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	BITS/CLAMPS/FASTENERS	170.97
AMERITAS LIFE INSURANCE	AMERITAS ROTH	179.47
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,273.62
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	116.56
APPEARA	LINEN & MAT SERVICE	287.32
ASCHOFF CONTRACTING	BUILDING PERMIT DEPOSIT REFUND	1,000.00
BAKER & TAYLOR BOOKS	BOOKS	1,033.30
BIG RED PRINTING	WARNING/VIOLATION TICKETS	911.94
BLADES GROUP, LLC	ROCK ASPHALT	1,815.00
CHARTWELLS DINING SERVICES	OVW TRAINING	370.76
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,245.32
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,528.80
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	140.00
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	173.97
CITY OF WAYNE	PAYROLL	96,966.99
CITY OF WAYNE	UTILITY REFUNDS	405.90
COPY WRITE PUBLISHING	COPIES/SHIPPING CHARGES	260.25
CUSIP SERVICE BUREAU	CUSIP MAINTENANCE	91.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	62.36
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	57.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,891.71
ECHO GROUP INC JESCO	FAN	328.26
ED M. FELD EQUIPMENT CO INC	PULLEY	169.00
ESRI	ARCGIS MAINTENANCE	2,879.29
FAITH REGIONAL PHYSICIAN SERV.	NEW HIRE TESTING	30.00
FASTENAL CO	BOLTS/WASHERS	560.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/PLATES/BOWLS/NAPKINS	1,502.00
GALE/CENGAGE LEARNING	BOOKS	50.03
GENO'S STEAKHOUSE	FIREMEN'S APPRECIATION DINNER (\$349.60 reimbursed)	2,349.60
GERHOLD CONCRETE CO INC.	REBAR	148.20
GROSSENBURG IMPLEMENT INC	HONDA MOWER/HOSE/FITTINGS	1,091.59
H.K. SCHOLZ COMPANY	COOLING TOWER FAN FREQUENCY DRIVE	21,500.00
HALLE, KIM	REC SOCCER REFUND	20.00
HAWKINS, INC	TUBING	124.12
HEIKES AUTOMOTIVE LLC	TOWING CHARGES	100.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	293.98
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	1,463.13
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	36.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	186.63
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	166.28

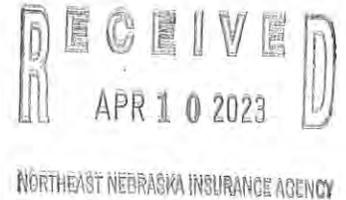
Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	372.24
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	226.66
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,959.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	127.36
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	70.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	137.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	413.68
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	18,875.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,940.74
INGRAM LIBRARY SERVICES	BOOKS	690.18
IRS	FICA WITHHOLDING	2,590.20
IRS	FICA WITHHOLDING	16,418.98
IRS	FEDERAL WITHHOLDING	298.11
IRS	FEDERAL WITHHOLDING	11,533.98
IRS	MEDICARE WITHHOLDING	3,839.90
IRS	MEDICARE WITHHOLDING	605.78
KASEYA US LLC	BACKUP SOFTWARE SYSTEM	10,327.44
KTCH AM/FM RADIO	CAC ADS	310.00
LUTT OIL	GASOLINE	5,802.40
MAIN STREET GARAGE, LLC	TOWING CHARGES	100.00
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	42.86
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	5,050.64
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	80.06
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	12.60
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	1,753.26
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	225.57
MOBILITYWORKS LLC	MINI BUS SERVICE CHECK	89.25
NE DEPT OF REVENUE	STATE WITHHOLDING	5,275.50
NE DEPT OF REVENUE	STATE WITHHOLDING	114.53
NE DEPT OF REVENUE-CHARITABLE GAMING DIV	KENO LOTTERY TAX	2,589.00
NE NEBRASKA VOLUNTEER FIREFIGHTERS ASSN	2023 DUES	50.00
NEBRASKA JOURNAL LEADER	POOL ADS	86.04
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	8,076.56
NICK'S WOOD SHOP	LIBRARY CABINETS	4,538.40
NMPP ENERGY	MEMBERSHIP DUES/COMPLIANCE CERTIFICATE	4,809.47
NORTHEAST NE ECONOMIC DEV DIST	19-PW-017 GENERAL ADMIN SERVICES	5,010.00
NSVFA FIRE SCHOOL	2023 FIRE SCHOOL	1,050.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	79.12
O'REILLY AUTOMOTIVE STORES, INC.	WIPER BLADES/FILTERS/RIVETS	30.03
OVERDRIVE, INC.	AUDIO/E BOOKS	662.64
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,583.16
PAC N SAVE	WATER/LAUNDRY SOAP	15.57
PIP MARKETING, SIGNS & PRINT	ENVELOPES	1,109.86
PLUMBING & HEATING WHOLESALE INC.	TOILET FLUSHOMETER	299.33
QUADIENT LEASING USA, INC	FOLDER LEASE	2,691.00
QUALITY FOOD CENTER	COFFEE/CUPS	27.97
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	261.10

Vendor	Payable Description	Payment Total
STAPLES, INC	OFFICE SUPPLIES	189.15
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	60.72
THE PENDER TIMES	LIBRARY SUBSCRIPTION RENEWAL	46.75
THE WAKEFIELD REPUBLICAN	LIBRARY SUBSCRIPTION RENEWAL	45.00
THETA PHI ALPHA	AUDITORIUM DEPOSIT REFUND	200.00
TYLER TECHNOLOGIES	INSITE TRANSACTION FEES/RECEIPT PRINTER/ERP FEES	3,976.11
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,682.93
VAN DIEST SUPPLY	DIBRO HERBICIDE	564.00
VERIZON WIRELESS SERVICES LLC	CELL PHONES	584.33
WASTE CONNECTIONS	SANITATION BILLING	115.00
WAYNE AUTO PARTS	ALTERNATOR/V-BELT/BATTERY/SPARK PLUGS	661.45
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	207.00
WESCO DISTRIBUTION INC	CABLE CLEANER/WIRE BRUSHES	487.92
WESTERN AREA POWER ADMIN	ELECTRICITY	23,588.49
WESTERN IOWA TECH	FIRE SCHOOL	285.00
WILLIAMS, LACEY	REC SOCCER REFUND	20.00
WISNER WEST	FD GASOLINE	36.13
	<b>Grand Total:</b>	<b>309,090.92</b>

[Back to Top](#)



**DATE:** April 3, 2023  
**TO:** All Nebraska Agents  
**FROM:** T. Thompson  
**RE:** Nebraska Municipality Safety Group Program Dividends



Dear Valued Agency Partners,

Excellent news! EMC will be issuing a dividend of approximately 3.7% for the past year on our Municipality Safety Program. This marks the 20<sup>th</sup> time in the past 26 years EMC has paid a dividend in the state of Nebraska.

All active accounts written as new or renewal business and booked after March 1, 2022 are eligible for a dividend. Based on a three-year average, the calculation produced a positive \$444,271.38

Coverages not included in the calculation are: Umbrella, E&O Policy (Linebacker), Law Enforcement Liability, Bonds and Equipment Breakdown (Boiler) coverage.

Paying these dividends shows how important implementing and following proper safety procedures can be. Participants in the safety group program are encouraged to take advantage of EMC's extensive loss control services in an effort to increase safety and reduce losses. Visit [www.emcins.com](http://www.emcins.com) to find **Loss Control** information that you can share with your customers.

For those who write their Municipalities and Rural Fire Districts with EMC, we thank you for your loyalty. If you have an insured not currently written with EMC, now is a great time to consider moving their business to us. Giving insureds the opportunity to take advantage of this program is an excellent sales tool.

If you have any questions, don't hesitate to contact me, T. Thompson, Territory Management Consultant, Jeremy McConnell, Territory Management Rep, or Matt Freeman, Branch Sales Director.

T. Thompson  
Territory Management Consultant, Omaha Branch

13321 California St., Suite 405 | Omaha, NE 68154-5257 | P.O. Box 2070 | Omaha, NE 68103-2070 | 402.951.8300 | 800.338.9735 | [emcins.com](http://emcins.com)

Employers Mutual Casualty Company  
EMCASCO Insurance Company

Dakota Fire Insurance Company  
Illinois EMCASCO Insurance Company

Union Insurance Company of Providence  
EMC Property & Casualty Company

EMC Reinsurance Company  
EMC Risk Services, LLC  
EMC National Life Company (affiliate)



Accounts Payable

From: Employers Mutual Casualty Company

717 MULBERRY

DES MOINES IA 50309-3872

Phone: (515) 345-2926

Email: Accounting.AccountsPayable@EMCIns.com

To: CITY OF WAYNE

PO BOX 8

306 PEARL ST

WAYNE, NE 68787-0008

USA

Check Number: 885018

Request Number: 100537405

Check Routing Note:

Invoice Description

Inv Number

Inv Amount

DDS - 8X44155 20230301 - SG00023

15,613.21

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



P.O. Box 712  
Des Moines, IA 50306

Employers Mutual Casualty Company  
EMCASCOS Insurance Company  
EMC Property & Casualty Company  
Illinois EMCASCOS Insurance Company  
Union Insurance Company of Providence  
Hamilton Mutual Insurance Company  
Dakota Fire Insurance Company  
EMC Reinsurance Company

DATE 03/22/2023 885018

36-1901  
1012

**\$\*\*\*15,613.21**

DOLLAR → → → → → ONE FIVE COMMA SIX ONE THREE PERIOD TWO ONE

VOID AFTER 180 DAYS

PAY TO CITY OF WAYNE  
THE PO BOX 8  
ORDER 306 PEARL ST  
OF WAYNE, NE 68787-0008

**\$\*\*\*15,613.21**

THE SUM Fifteen Thousand Six Hundred Thirteen Dollars and 21 Cents

UMB BANK, N.A.  
ST. JOSEPH, MISSOURI 64507

*Scott K. Jew*

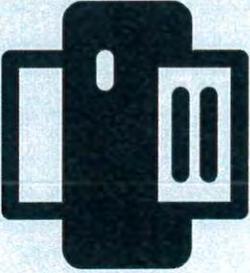
THE REVERSE SIDE OF THIS DOCUMENT HAS FLUORESCENT FIBERS AND A TRUE WATERMARK, HOLD TO LIGHT TO VIEW

⑈885018⑈ ⑆101219017⑆ ⑆5008008329⑈



# Look at the **Impact** You Make in Wayne

Started new  
**INKJET CARTRIDGE**  
recycling in 2022

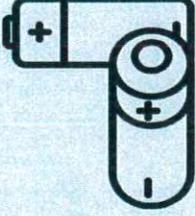


**159,000**  
**POUNDS** of electronics  
recycled since 2013



**3,300** POUNDS of light  
strings since 2016

**3,700** POUNDS  
of batteries recycled  
since 2017



**190** TONS of glass  
recycled since 2016



**AWARDED \$110,000 IN**  
**GRANT FUNDS SINCE 2013**

## WAYNE RECYCLING & TRASH CENTER (RTC) COLLECTION TONNAGE

Tonnage figures provided by Waste Connections 3/13/23

YEAR OVER YEAR	2016	2017	2018	2019	2020	2021*	2022	Change from 2020
GARBAGE	3,737.42	4,258.01	4,368.19	4000.42	3977.46	no data	4811.42	21%
MIXED RECYCLING	126.57	131.24	114.09	125.46	221.5	no data	141.16	-36%
STEEL SCRAP	20.42	26.16	26.04	16.09	3.15	no data	32.6	935%
BALED CARDBOARD	84.23	78.01	74.92	58.49	23.69	no data	12	-49%

\*no data due to sale of Gill Hauling to Waste Connections in 2021

By Month	GARBAGE		MIXED RECYCLING	
	2020	2022	2020	2022
JANUARY	282.39	380.89	15.35	8.82
FEBRUARY	285.69	327.11	7.22	7.41
MARCH	291.07	363.90	15.28	7.51
APRIL	314.61	426.28	14.95	8.07
MAY	388.28	477.92	16.19	10.16
JUNE	348.38	464.32	10.34	7.81
JULY	295.11	339.26	22.76	15.64
AUGUST	378.20	399.81	18.23	7.95
SEPTEMBER	442.74	423.51	7.25	8.27
OCTOBER	369.10	434.59	21.31	14.71
NOVEMBER	301.67	405.54	32.65	27.47
DECEMBER	280.22	368.29	39.97	17.34
<b>TOTALS</b>	<b>3977.46</b>	<b>4811.42</b>	<b>221.5</b>	<b>141.16</b>

### 3 HIGHEST MONTHS OF TRASH COLLECTION AT WAYNE RTC YOY

2016		2017		2018		2019		2020		2022	
SEP	358.50	MAY	407.36	JAN	486.41	MAY	417.42	SEP	442.74	MAY	477.92
NOV	353.23	AUG	403.01	FEB	485.42	JULY	410.15	MAY	388.28	JUNE	464.32
AUG	349.96	SEP	380.54	MAR	430.44	AUG	397.23	AUG	378.20	OCT	434.59

#### Trends

- 2022 highest trash year since 2016
- 21% increase in trash collected since 2020
- May is in the top 3 highest months of trash/year 4 times out of 6 years with data

**RESOLUTION NO. 2023-30**

**A RESOLUTION APPROVING WATER WELL PERMIT – CARL AND PEGGY JOHNSON.**

WHEREAS, the City of Wayne, by and through the City Clerk's office, on April 10, 2023, received a Water Well Permit Application from Carl and Peggy Johnson, of which a copy is attached hereto, to construct a non-domestic well having a pumping capacity of less than 30 gallons per minute; and

WHEREAS, said applicants have requested that the City waive the required engineering impact study/statement on the proposed non-domestic well; and

WHEREAS, the applicants have paid the required permit fee of \$200; and

WHEREAS, pursuant to Section 53.061, the Council held a public hearing on this permit application since the same is a non-domestic well.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Water Well Permit be, and the same is hereby approved, and the requirement for an engineering impact study/statement be waived.

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2023.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

## Water Well Permit Application

Date April 10, 2023

Applicant(s) Carl and Peggy Johnson

Address of Applicant 1702 N. Hwy. 15, Wayne

The above named applicant(s) request permission to construct or have constructed a water well.

Legal Description & Address of Well Site NW<sup>1</sup>/<sub>4</sub> 12-26-3

Intended Use of Well (Non-Domestic) (Domestic) (Geo-Thermal) Non-domestic

Desired Well Capacity (gpm) 30 gpm or less

The applicant(s) agree to and acknowledge as condition contingent to granting of this permit that when the well is completed the applicant(s) will provide the City with the following information:

Name of Well Driller \_\_\_\_\_

Address \_\_\_\_\_

Date Well(s) Completed \_\_\_\_\_

Depth of Well(s) \_\_\_\_\_

Size of Casing, Screen, or Bore (Geo-Thermal) \_\_\_\_\_

Length of Casing, Screen, or Bore (Geo-Thermal) \_\_\_\_\_

Type of Pump Installed \_\_\_\_\_

Motor Size (H.P.) \_\_\_\_\_

Out of Pump (gpm) \_\_\_\_\_

The applicant shall provide to the City a map, drawn to scale, of all well(s) location(s) as they relate to the property pins.

The applicant(s) agree(s) to furnish the City with samples of the water and/or a driller well(s) log(s) if requested.

A non-refundable application fee of \$200.00 must accompany the application. (Resolution #2001-16)

The applicant(s) agree(s) to complete the Impact Statement as per attached Scope of Services document.

Carl E. Johnson  
Applicant

Peggy S. Johnson  
Applicant

APPROVAL:

\_\_\_\_\_  
Water/Wastewater Superintendent      Date

\_\_\_\_\_  
Zoning Administrator      Date

APPROVAL:

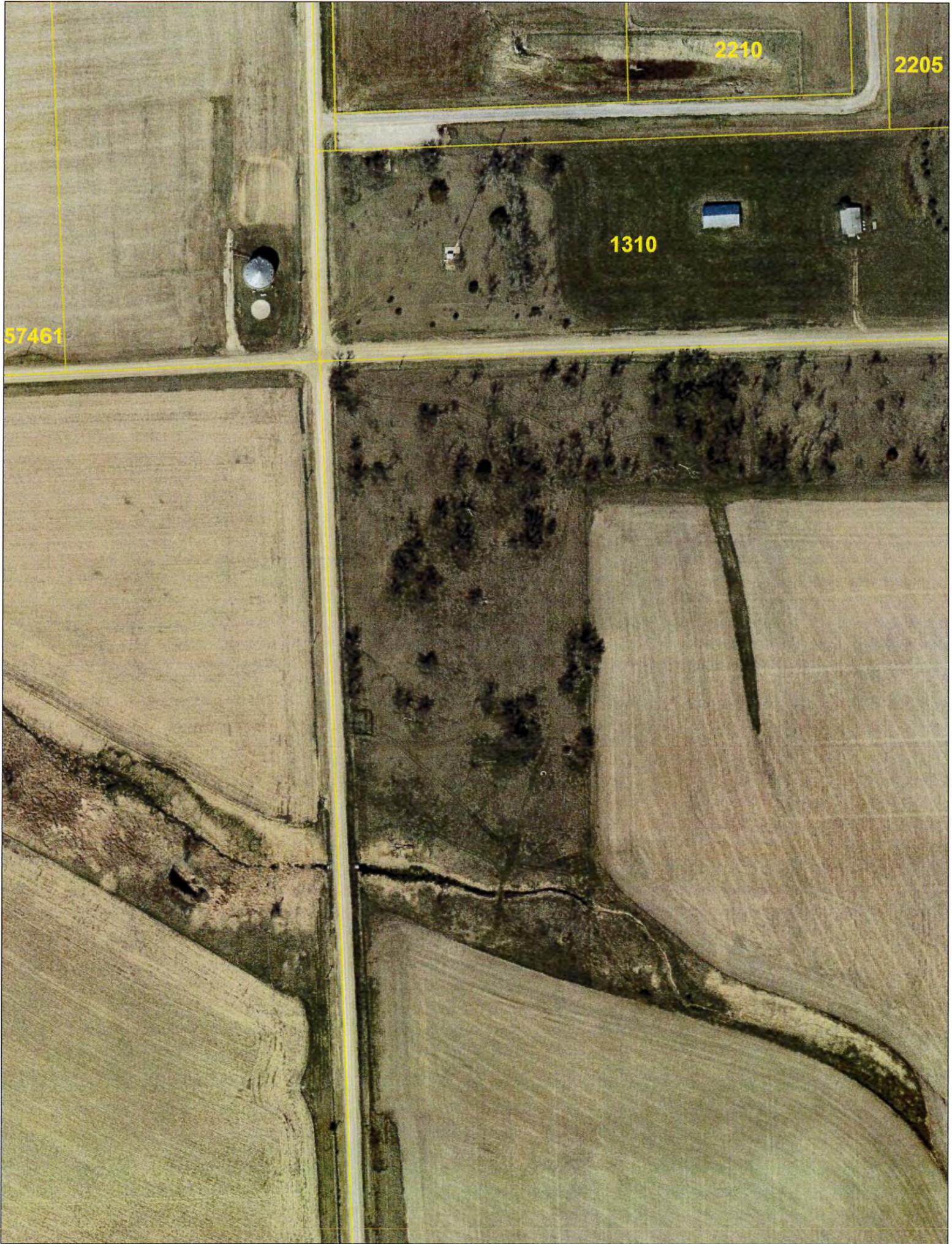
\_\_\_\_\_  
Mayor      Date

\_\_\_\_\_  
City Clerk      Date

With this well permit application request, we would ask that the requirement for an engineers impact statement be waived. We ask this citing that the requirement was waived for Todd Luedeke for a well on his property and also noting that the city well field is five miles to the north and not anywhere near this request.

The request for this well is non-irrigation in scope, it a low volume well for watering livestock in a pasture setting.

Carl & Peggy Johnson



57461

1310

2210

2205

**RESOLUTION NO. 2023-31**

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

WHEREAS, the annual Wayne Henoween Celebration will be held on Main Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street on July 7, 2023, from 2:30 p.m. until midnight , at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

WHEREAS, the annual Wayne Chicken Show parade will be held on Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street, including the intersections, on 10<sup>th</sup> Street from Main Street to Lincoln Street, and Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street on July 8, 2023, from 9:00 a.m. until 11:30 a.m. (or until the end of the parade), at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

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

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

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

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

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



April 7, 2023

Police Chief Marlen Chinn  
City of Wayne  
306 Pearl St.  
Wayne, NE 68787

Dear Chief:

On behalf of the Chicken Show Committee, this letter is a request for street closures for the 43<sup>rd</sup> Annual Chicken Show on Friday, Saturday, and Sunday July 7, 8, and 9, 2023. See enclosed maps for details of each closure request.

On Friday, July 7 the Committee is requesting the closure of the following streets from 2:30 pm until Midnight for the Annual Henoween celebration: Main Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street; 2<sup>nd</sup> Street from East alley to West alley and 3<sup>rd</sup> Street from Pearl Street to the alley east of Main Street. We request that closed areas on 3<sup>rd</sup> street from the alley to Pearl St. be identified for handicap parking.

On Saturday, July 8, the Committee is requesting the closure of the following streets from 6:00 am until 5:00 pm, for the Annual Chicken Show celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln from 10<sup>th</sup> Street to 8<sup>th</sup> Street. Intersections at 10<sup>th</sup> and Lincoln Streets, and 9<sup>th</sup> and Lincoln are requested to be closed, with the intersections at 10<sup>th</sup> and Douglas and 9<sup>th</sup> and Douglas open to allow traffic flow adjacent to the park.

The Committee is requesting on behalf of Wayne Kiwanis to close part of East 2<sup>nd</sup> street from 6 am- 10:30 am on July 9 from the intersection of 2<sup>nd</sup> and Main to the alley for their omelet feed and seating area.

The Committee is requesting the closure of the following streets for the Parade from 9:00 am until 11:30 am (or until the end of the parade): Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street (including intersections) and 10<sup>th</sup> Street from Main Street to Lincoln Street. Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street will also be used for the parade. Parade entries will be instructed to exit west on 7<sup>th</sup> street or continue south on Lincoln. We would like the parade line up streets (W 1<sup>st</sup> Street from Main to Sherman and then Grainland Road) to be considered closed for the purpose of monitoring entries via golf cart or ATV. Entrants will be informed that candy or other parade toss may not be thrown from any motorized entry.

On Sunday, July 9, we ask that 2<sup>nd</sup> Street from Main Street to Pearl, and Pearl from 2<sup>nd</sup> – 3<sup>rd</sup> including the intersection of 2<sup>nd</sup> & Pearl street be closed for the Crowing Motors Car Show from 7 am-5pm. The Crowing Motors Car show will take place Sunday afternoon approximately 11 am – 4 pm.

We ask that all street closures be properly identified adequately prior to the street closing so that event set -up is not delayed. The committee suggests that signs be installed early Friday morning for downtown, and Friday evening for Bressler Park and the parade route on 10<sup>th</sup> and Lincoln Streets.

The Chicken Show Committee appreciates your assistance during this event. Please contact us at 402-375-2240 if you have any questions or concerns regarding these requests.

Sincerely,

Irene Mock

www.waynetworks.org • info@waynetworks.org  
108 W 3rd Street, Wayne, NE 68787 • 402-375-2240 • 877-929-6363

NEBRASKA  
ECONOMIC DEVELOPMENT  
CERTIFIED COMMUNITY



wayneNE68787



Wayne, NE



@wayneNE68787









**RESOLUTION NO. 2023-32**

**A RESOLUTION APPROVING AMENDMENT NO. 8 TO COMMUNICATION TOWER AND REAL ESTATE LEASE AGREEMENT WITH ALLTEL CORPORATION, D/B/A VERIZON WIRELESS, AS SUCCESSOR TO ALLTEL COMMUNICATIONS OF NEBRASKA, LLC, d/b/a VERIZON WIRELESS.**

WHEREAS, the City owns a communication tower next to City Hall at 306 Pearl Street;  
and

WHEREAS, said parties entered into a lease agreement dated March 1, 1998, as amended by First Amendment to Lease Agreement, dated October 2, 2003, and as further amended by Second Amendment to Lease Agreement dated December 14, 2004, Third Amendment to Lease Agreement dated November 8, 2010, Fourth Amendment to Lease Agreement dated July 20, 2012, Fifth Amendment to Lease Agreement dated December 10, 2012, Sixth Amendment to Lease Agreement dated June 4, 2015, and Seventh Amendment to Lease Agreement dated December 18, 2018; and

WHEREAS, the City Administrator has renegotiated and the City Attorney has reviewed said Amendment No. 8 to the Communication Tower and Real Estate Lease Agreement with Alltel Corporation, d/b/a Verizon Wireless, as successor to Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless and recommend approval thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 8 to the Communication Tower and Real Estate Lease Agreement with Alltel Corporation, d/b/a Verizon Wireless, as successor to Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless, is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2023.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

## EIGHTH AMENDMENT TO COMMUNICATION TOWER AND REAL ESTATE AGREEMENT

This Eighth Amendment to Communication Tower and Real Estate Agreement (“**Amendment**”) is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between City of Wayne, Nebraska (“**Lessor**”) and Alltel Corporation d/b/a Verizon Wireless as successor to Alltel Communications of Nebraska LLC d/b/a Verizon Wireless (“**Tenant**”). The Lessor and Lessee are at times collectively referred hereinafter as the “Parties” or individually as the “Party”.

### RECITALS

A. Lessor is the fee owner of that certain real property located at 306 Pearl Street, Wayne, Nebraska 68787 (“**Property**”).

B. Lessor and Lessee are parties to that certain Communication Tower and Real Estate Agreement dated March 1, 1999, as previously amended (collectively, the “**Lease**”) pursuant to which Lessee is leasing from Lessor space on Lessor’s communications tower and a portion of Property, together with the right of access to and from the nearest public right-of-way and the right to install utilities (collectively, “**Premises**”) for the operation of a communications facility.

C. Lessor and Tenant to amend the License as set forth below to allow for a modification of Tenant’s Equipment.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Modified Equipment.** Section 1(a) of the Lease is deleted in the entirety and replaced with the following:

(a) Space at Lessor’s tower at a 136’ centerline for the installation of twelve (12) antennas, three (3) TMAs, six RRUs and one distribution box as depicted in Exhibit A-1 to this Amendment, attached hereto.

2. Lessor specifically approves of Lessee’s proposed equipment modification.

3. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

SITE NAME: NE03 Wayne DT  
Loc No. 195323

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Amendment to be executed by each party's duly authorized representative on the date written below.

**Lessor:**

City of Wayne, Nebraska

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Lessee:**

Alltel Corporation d/b/a Verizon Wireless

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SITE NAME: NE03 Wayne DT**  
**Loc No. 195323**

Exhibit A-1

(see attached)

**RESOLUTION NO. 2023-33**

**A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #4 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE “WAYNE PRAIRIE PARK DEVELOPMENT PROJECT” – WATER, SANITARY AND STORM OUTFALL DESIGN.**

WHEREAS, the Wayne City Council previously approved/appointed Olsson as the special engineer on the “Wayne Prairie Park Development Project” on May 3, 2022, for \$28,650.00; and

WHEREAS, the Wayne City Council previously approved Letter Agreement Amendment #1 on the “Wayne Prairie Park Development Project” on August 16, 2022, for an additional \$33,950; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #2 on the “Wayne Prairie Park Development Project” on February 21, 2023, for an additional \$45,000; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #3 on the “Wayne Prairie Park Development Project” on February 21, 2023, for an additional lump sum of \$64,450; and

WHEREAS, said original Letter Agreement has now been amended (Letter Agreement Amendment #4) to include additional design services for the “Wayne Prairie Park Development Project” performed by Olsson for an additional fee of \$72,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Letter Agreement Amendment #4 is hereby approved and made a part of the original Letter Agreement previously entered into with Olsson on May 3, 2022, for the “Wayne Prairie Park Development Project.”

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



## LETTER AGREEMENT AMENDMENT #4

Date: April 14, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated May 2, 2022, 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: Wayne, Nebraska

Project Description: Lake Amenity & 4<sup>th</sup> Street Storm

### 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:

#### **Additional Drainage Design Services (4<sup>th</sup> Street)**

**1. General Administrative Services:**

Manage and support the design of the project.

**2. Construction Documents:**

- General Notes & Details
- Storm Sewer Plan & Profile

a. Perform an "in-house" quality control review of drawings and specifications at 30, 60, and 90 percent completion.

b. Opinion of Probable Costs - Prepare an opinion of probable construction cost for the project work at the 30, 60, and 90 percent level.

#### **Bidding Services**

**1. Prepare Notice to Bidders and Issue Documents:**

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom the project team and/or the Client know will be interested in the project. Documents will also be available for inspection at Olsson's South Sioux City office.

**2. Answer Questions and Prepare Addenda:**

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

**3. Review and Evaluate Bids:**

Olsson will attend the bid opening. All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

**4. Conform Documents:**

Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that all procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Approved copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for all decisions concerning the work.

## **Kayak Launch Amenity**

**1. Kayak Launch Concepts**

Olsson will prepare two (2) conceptual designs for proposed kayak launch improvements for the Wayne, Nebraska Fairgrounds Pond. Concepts will include a premanufactured kayak launch product. Concept designs will consider overall site, pedestrian, appropriateness of materials / massing, contextual fit, themes, and reinforcement of pedestrian scale throughout the site.

Olsson will meet with Client to present concept design plans. Client will provide written feedback on revisions and concept selection, and Olsson will revise one (1) concept design plan for the Project area, per Client comments.

**2. Kayak Launch Construction Documents**

Olsson shall prepare construction documents for bidding and construction of proposed design elements, based on Client-approved concept plans. Olsson shall provide 50 percent completion and 90 percent completion submittals.

Olsson shall prepare the following construction documents and required specifications:

**3. Amenity Plans** - Olsson shall prepare Construction Documents of the kayak launch amenity areas. The plans will detail amenity elements for construction. Amenities include the kayak launch.

**4. Meetings**

Olsson shall attend the following meetings:

- One (1) concept review meeting (virtual)
- One (1) 90 percent CD review meeting (virtual)

- 5. Work Products:** Concepts, construction documents; and meeting notes and memorandums, as required

**Pond Aeration Fountain**

**1. Pond Aeration Fountain Concepts**

Olsson will prepare two (2) conceptual designs for proposed Fairgrounds Pond Aeration Fountain. Concepts will include premanufactured tie-down floating fountains. Concept designs will consider overall site, fountain spray height, and pond depth

Olsson will meet with Client to present concept design plans. Client will provide written feedback on revisions and concept selection, and Olsson will revise one (1) concept design plan for the Project area, per Client comments. Olsson will prepare an overall rendered final concept design plan with legend and site element descriptions.

**2. Pond Aeration Fountain Construction Documents**

Olsson shall prepare construction documents for bidding and construction of proposed design elements, based on Client-approved concept plans. Olsson shall provide 50 percent completion and 90 percent completion submittals. Olsson shall prepare the following construction documents and required specifications:

- 3. Amenity Plans** - Olsson shall prepare Construction Documents of the pond fountain. The plans will detail amenity elements for construction. Amenities include the fountain and location.

**4. Meetings**

- Olsson shall attend the following meetings:
- One (1) concept review meeting (virtual)

- 5. Work Products:** Concepts; and meeting notes and memorandums, as required

## **Structural Design Services – Pedestrian Bridge**

### **1. Meetings**

- a. Initial project kick-off coordination meeting with other design teams for necessary data to complete pedestrian bridge design (i.e., hydraulics, trail design, geotechnical, landscape architect)
- b. General coordination with multi-discipline team throughout the design and construction document creation.
- c. Up to three progress meetings with design team and project stakeholders.

### **2. Structural Design – Pedestrian Bridge Abutments**

- a. Olsson will prepare final construction documents for the pedestrian bridge abutment construction for one pedestrian bridge structure. This will also include a performance specification for procurement of a prefabricated truss structure. All pedestrian bridge design and requirements will be in accordance with the AASHTO LRFD Bridge Design Guide Specifications for the Design of Pedestrian Bridges, 2<sup>nd</sup> Ed.
- b. The following are General Assumptions regarding the bridge construction any modification to these assumptions during design may require additional fee:
  - The pedestrian bridge will be 60'-0" to 80'-0" in length with a 10'-0" clear width.
  - The bridge structures may include aesthetic enhancements consistent with overall project goals for appearance and user experience.
  - Bridge structures will be designed for pedestrian and maintenance vehicle use as outlined in the AASHTO Guide Specification for pedestrian bridges.
  - Bridge structures will be prefabricated steel structures with concrete decks.
  - Vertical clearance below the bridge will need to accommodate hydraulic requirements only.

Site visits by structural design staff during design or construction.

Assumptions:

- No site visits required.
- No calculation package required.
- Geotechnical information will be provided, and foundations can be shallow, no intermediate or deep foundation design required.

## **Fishing & Access to Pier**

### **1. Structural Analysis and Design**

Prepare structural construction documents for the design. Drawings and Specifications 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. The submittal will include:

**a. Construction Documents**

- One set of Structural contract drawings with sheet specifications incorporated to the Client for Permitting, Bidding and Construction purposes.
- Virtual attendance at (1) design review meeting

**b. Construction Administration**

- Respond to written Requests for Information (RFI's) from the Contractor during bidding and construction phases.
- Review of Shop Drawings and other Submittals pertaining to our portion of the work for conformance with the contract documents and the intent of the design, excluding matters such as checking dimensions or quantities or the review of the general contractor's safety measures or methods of construction.

## **Geotech for Bridge & Pier**

### **1. Project Background:**

- a. We understand that this project comprises the construction of a pedestrian bridge and fishing pier in association with a proposed outdoor recreational facility. Based on available project information, we understand the pedestrian bridge will be supported on shallow or deep foundation systems, and that the fishing pier will be supported on a deep foundation system. We also understand that maximum structural loadings for the pedestrian bridge and fishing pier will be 50 kips and 5 kips, respectively.
- b. Upon reviewing soil logs in the area, we estimate that the subsoil profile will likely consist of fill materials underlain by native alluvial clays and sands. Based on our evaluation of the expected conditions, the proposed boring depths will provide sufficient delineation of the subsurface strata to prepare our recommendations.

### **2. Geotechnical Exploration**

#### **Drilling Services**

##### **a. Field Exploration**

- We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- One (1) soil test boring to a depth of 30 feet in the proposed fishing pier; and
- Two (2) soil test borings to a depth of 50 feet each in the proposed pedestrian bridge.
- The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 130 linear feet.
- Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- After obtaining groundwater level readings, we will backfill the borings with the drilling spoils.

### **3. Field Exploration General Notes and Assumptions**

- a. Olsson will contact Nebraska 811 to issue utility locate tickets in areas where drilling services are to be performed. The Nebraska 811 utility locate center only notifies participating operators, which typically include water and sewer transmission, fiber optic or telecom transmission, natural gas pipelines, and electrical distribution (up to electric meter). To ensure the safety of the crew onsite, Client must inform Olsson of the location of all known private utilities and private utility service connections.
- b. Each boring location must be readily accessible by conventional truck-mounted or all-terrain (agricultural tired) drilling rig.
- c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

### **4. Geotechnical Services**

#### **Laboratory Services**

- As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), unconsolidated undrained triaxial compression tests (ASTM D2850), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing No. 200 sieve washes (ASTM D1140), one-dimensional consolidation tests (ASTM D2435), and soil corrosivity testing (pH, redox potential, resistivity, sulfate, and chloride ion).

**b. Engineering Analysis and Report Preparation**

Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- Maximum allowable soil bearing pressures and estimates of maximum total and differential settlement for design of shallow foundations. Shallow foundation recommendations will include minimum footing sizes and the required frost depth or other minimum bearing depth. Remedial measures, such as over-excavation, surcharge, or ground improvement, will also be addressed, if needed.
- Deep foundation design parameters, including skin friction, uplift, end bearing, estimated settlement, and lateral pile response.
- Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
- Seismic soil site classification per ASCE 7 and IBC.
- Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- Shrink/swell characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
- Analysis of the on-site soils for corrosivity to buried concrete and steel structures.
- Preparation of subgrade soils supporting concrete floor slabs, including an estimate of the modulus of subgrade reaction based on laboratory test results.
- Foundation and slab-on-grade drainage requirements.
- Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.

We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

**EXCLUSIONS**

- Environmental Services
- Hydraulic Design Services
- Memos & Reports
- Construction Services

## SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: April 17, 2023  
Anticipated Completion Date: June 30, 2023

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 Services** a lump sum of **Seventy-Two Thousand dollars (\$72,000.00)**. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

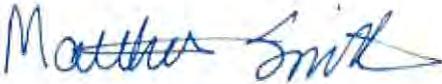
Description	Lump Sum
Additional Drainage Design (4 <sup>th</sup> Street)	\$10,000
Kayak Launch, Turfed Boat Ramp & Access Path Design	\$12,000
Fountains/Aeration Design (includes Electrical)	\$11,000
Bridge Foundation Design (Pre-Fab Structure)	\$12,500
Fishing & Access to Pier	\$12,500
Geotech for Bridge & Pier	\$14,000
<b>Total Proposed Fees:</b>	<b>\$72,000</b>

**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: \_\_\_\_\_



# CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Freedom Park Trailhead**  
 Owner Project No.: \_\_\_\_\_ CEP No.: **001-R**  
 Architect Project No.: \_\_\_\_\_ Date: **April 11, 2023**  
 Contractor Project No.: **22-11**

Description of proposed change(s):

Provide an UPDATED light fixture quantities per attached breakdown and specifications proposed by electrician. Original bid contract specs called for all electrical lighting fixtures to be supplied by Owner.

Klein Electric, Inc. (Materials Only)	\$ 3,820.00
	Sub-Total: \$ 3,820.00
Otte Mark-up @ 10%	\$ 382.00
	Sub-Total: \$ 4,202.00
Otte Bond @ 1.5%	\$ 63.00
	<b>Total: \$ 4,265.00</b>

*See Attached Back-up Information*

**TOTAL AMOUNT OF ADD: \$4,265.00**

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: *[Signature]*  
Contractor

Date: 4/11/2023

RECOMMENDED APPROVAL

BY: \_\_\_\_\_  
Architect

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

APPROVED

BY: \_\_\_\_\_  
Owner

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

Klein Electric Inc.  
58211 Hwy 35  
Wakefield, Ne. 68784  
C. 402-369-2948

Otte Construction  
RE: Freedom Trail Shelter House

Updated Electrical as of 2/10/23

Included are the light fixtures costs that Klein Electric is proposing to install.

Main Hall, Kitchen and Storage

Type 1: Lithonia CSS L48 AL03 MVOLT SWW3 80 CRI strip light (no painting included)  
QTY - 15

Outside Perimeter Soffits, Patio, West Patio, East Inside Entry

Type 2: Commercial Electric 6" canless LED recessed light with bronze trim  
Qty - 18

Main Hall

Type 3: Airmaster 40132 ceiling fan  
Qty - 2

Bathroom

Type 4: Nutone AN80BL  
Qty - 2

Main Hall

Add 2 outlets on east wall for mobil counter

Estimated Cost is \$3,820.00

APPROVED  
2/15/23

*[Signature]*

~~Alternate Main Hall Lights~~

~~Lithonia ZLIV L48 5000LM 5FT MVOLT 40K 80CRI GALV strip light with galvanized finish~~

~~Factory Special Order Color 8 weeks delivery~~

~~Difference cost add to replace CSS light \$3,200.00~~

**NO!**

Thanks  
Mark Klein



**Kit Includes:**

**Ultra-Slim 6in Canless LED Recessed Light**

**6in Oil Rubbed Bronze Trim**

Hover Image to Zoom

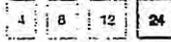


\$88.00 /mo\* suggested payments with 6 months\* financing Apply Now

Fixture Color/Finish: Oil Rubbed Bronze



Package Quantity: 24



Lens Aperture Size: 4in



Delivering to: 68784 | Change

 <b>Ship to Store</b> Pickup Feb 16 - Feb 17 <b>FREE</b>	 <b>Ship to Home</b> Get it by Wed, Feb 15 <b>FREE</b>	 <b>Scheduled Delivery</b> Not available for this item
--	--	--

10 available for delivery to 68784

**Protect This Item** [Learn more](#)

Select a Home Depot Protection Plan by Allstate for:



Catalog Number	CSS L48 ALO3 MVOLT SWW3
Notes	80CRI
Type	FREEDOM PARK

Hall + Patio



Contractor Select™

# CSS

## LED Strip Light

The light-duty, dimmable, damp-location and DLC® listed CSS LED strip light can easily mount individually to a ceiling, horizontal and vertical wall, or by continuous row. The size and versatility makes it suitable for tight spaces, task lighting, restrooms, under/over cabinet and storage closets.

**FEATURES:**

- Inspired by classic fluorescent strip channels, this LED fixture offers a traditional appearance that incorporates the latest technology
- Quick and simple to install with the snap-lock tool-less channel cover
- Features a low-glare diffuse lens for enhanced aesthetic



Catalog Number	UPC	Description	Lumens	Wattage	Voltage	Color Temperature	Color Rendering Index	Pallet Quantity
CSS L48 4000LM MVOLT 40K 80CRI	00193048852622	4' MVOLT LED Strip Light	4298	35.3	MVOLT (120-277)	4000K	80CRI	98
CSS L96 8000LM MVOLT 40K 80CRI	00193048852721	8' MVOLT LED Strip Light	8596	72	MVOLT (120-277)	4000K	80CRI	102
CSS L48 ALO3 MVOLT SWW3 80CRI	00193048852677	4' MVOLT Switchable LED Strip Light	3247-5150	28, 36, 44	MVOLT (120-277)	35K/40K/50K	80CRI	98
CSS L96 ALO4 MVOLT SWW3 80CRI	00193048852738	8' MVOLT Switchable LED Strip Light	6495-10300	55, 72, 88	MVOLT (120-277)	35K/40K/50K	80CRI	102

More configurations are available. [Click here](#) or visit [www.acuitybrands.com](http://www.acuitybrands.com) and search for CSS LED.

<b>Accessories: Order as separate catalog number.</b>	
HC36 M12	Chain hanger and jack chain, 36" (pair)
ZACVH	Aircraft cable 10' (one pair)
SQ	5/8" Swivel-stem hanger (specify length in 2" increments up to 48")
Y J10	Y hanger in multiples of 10 (five pair)
WGCS5	Wireguard with Mounting hardware (one 4ft)
MNLK JBOXCVR M12	Junction box cover with hardware, white



## Specifications

### INTENDED USE:

Inspired by classic fluorescent strip channels, this LED fixture offers a traditional appearance that incorporates the latest technology. Available in several color temperatures, lumen packages and lengths. Ideal for use in commercial, retail, office, warehouse and display applications. **Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.**

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. **Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.**

### CONSTRUCTION:

Compact-design channel and cover are formed from code-gauge, cold-rolled steel. Easy to install row aligner bracket included for continuous row mounting. Finish: High-gloss, baked white enamel (standard).

### OPTICS:

LEDs provide 80+ color rendering index (CRI) at 3500 K, 4000 K and 5000 K. Diffuse acrylic lens provides smooth, linear illumination. Lumen output exceeds 1,000 lumens per foot.

### ELECTRICAL:

Luminaire Surge Protection Level: Designed to withstand up to 2.5kV/0.75kA per ANSI C82.77-5-2015. For applications requiring higher level of protection additional surge protection must be provided. Driver is standard 0-10V dimming class 2.

### INSTALLATION:

Fixture may be surface or suspension mounted with appropriate mounting options (see accessories). Aligner locks in place for easy continuous row mounting.

### LISTINGS:

CSA certified to US and Canadian safety standards and listed suitable for damp locations. Minimum starting temperature at -40°F (-40°C). Maximum ambient operating temperature of 95°F (35°C). DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/QPL](http://www.designlights.org/QPL) to confirm which versions are qualified.

### WARRANTY:

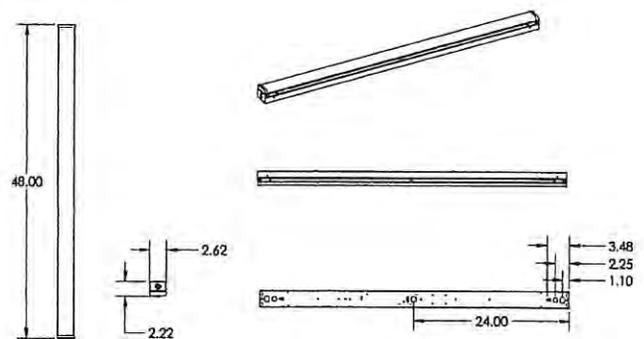
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

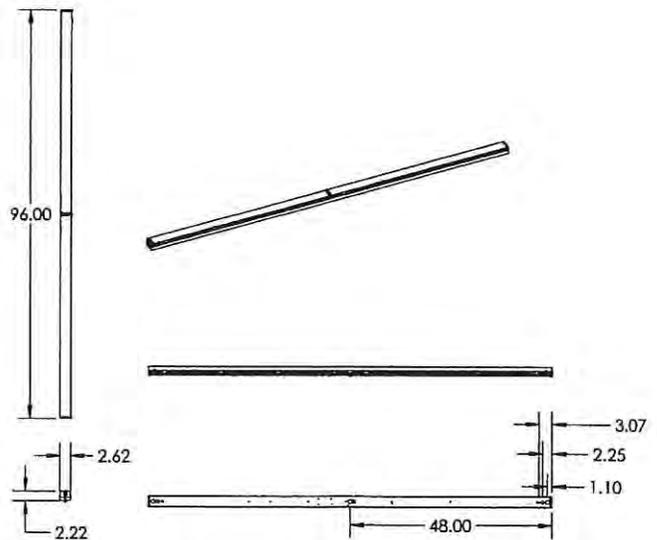
## Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.

### 4FT ASSEMBLY



### 8FT ASSEMBLY

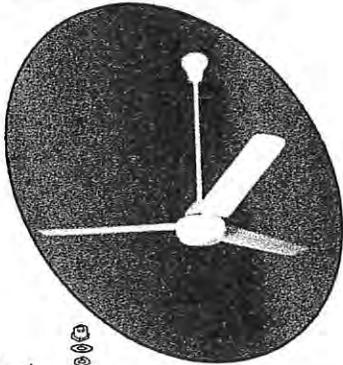


# Ceiling Fans

## FAN MODELS & FEATURES



PROJECT: FREEDOM PARK  
 CAT. # AIRMASTER 40132  
 MARK I



### Mark VI

- Shipped with Safety Cable
- 2 Year Commercial Warranty
- UL Listed

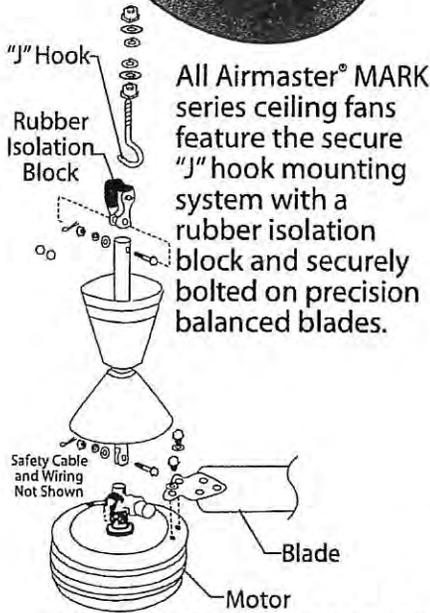
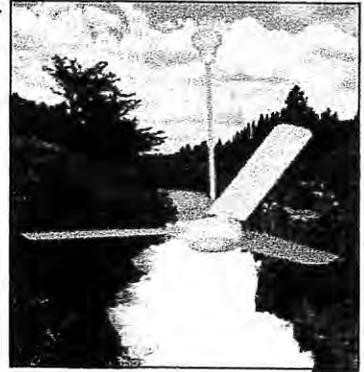
### Mark I

- Shipped with Safety Cable
- 1 Year Commercial Warranty
- UL Listed

### Mark VI Jetproof (JP-CP) Moisture & Dust Resistant

- Preassembled with Watertight Cord and Safety Cable
- 2 Year Commercial Warranty
- UL Listed
- Moisture and Dust Resistant

- All Ceiling Fans Feature Electro-Static White Paint



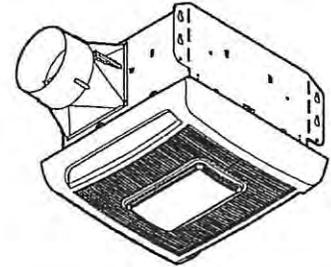
## FAN PERFORMANCE

Prop Dia.	Fan Style	Down Length	CFM	RPM	Volt	Amps	Watts Full Speed
56"	MARK I	30"/15"	26400	290	120	0.52	62
	MARK VI-115	32"/14"	32900	311	120	1.12	120
	MARK VI-277	32"/14"	32900	307	277	0.31	125
	MARK VI Jetproof (JP-CP)	32"	32900	311	120	1.12	120
60"	MARK VI-60	30"/15"	39600	320	120	1.20	120

A major source of untapped energy is available at the ceiling in most buildings. Air stratification causes heat buildup at the ceiling up to 25°F. or more above floor level temperatures. Airmaster® ceiling fans can circulate the warm air to floor level to maintain a uniform temperature from floor to ceiling. The resulting fuel savings can amount to 30% on heating costs.

Airmaster® ceiling fans provide a quiet and efficient cooling breeze during summer. These fans can compliment an exhaust system and air conditioning by providing air movement and recirculation to remote areas. This can be beneficial during periods of high humidity, when mold or mildew can be a problem.

# MODEL AN70L FLEX™ SERIES FAN / LIGHT



### DESCRIPTION

#### BLOWER:

- Plug-in, permanently lubricated motor - engineered for continuous operation
- Dynamically balanced centrifugal blower wheel for quiet, efficient performance
- Low RPM for quiet operation

#### HOUSING:

- Rugged, 26 gauge, galvanized steel construction
- Polymeric, 4" duct connector with tapered sleeve and no metallic clatter
- 5-3/4" height allows for 2" x 6" ceiling installations
- Sturdy, easy, four-point mounting directly to joist
- Can be mounted in ceilings up to 7/12 pitch

#### GRILLE:

- Polymeric construction
- Innovative design - the result of extensive research with designers and consumers
- 100W max. incandescent A19 type bulb or energy efficient equivalent bulb with Maximum Overall Length (M.O.L.) of 4.4" or less (bulb not included)
- Durable steel reflector with white enamel finish

#### CONTROLS (Purchase separately):

- Refer to NuTone's catalog for a complete line of accessories to effectively adapt these fans to your construction requirements.

U.L. Listed for use over bathtubs and showers when connected to a GFCI protected branch circuit (ceiling mount only).

U.L. Listed for use in insulated ceilings (TYPE I.C.)

1-Year Warranty

### TYPICAL SPECIFICATION

Fan / Light shall be NuTone Model AN70L.

Fan / Light shall have corrosion resistant galvanized steel housing with four-point mounting capability. It shall be ducted to a roof or wall cap using 4" round ductwork.

Blower assembly shall be removable, have a centrifugal-type blower wheel and a permanently lubricated motor designed for continuous operation.

Non-metallic damper/duct connector shall be included.

Bulb shall be 100W max. A19 type incandescent or energy efficient equivalent bulb with Maximum Overall Length (M.O.L.) of 4.4" or less (bulbs not included).

Air delivery shall be no less than the airflow values and no greater than the sound level values listed in the HVI Performance Specifications provided in this specification (see following chart). All air and sound ratings shall be certified by HVI.

Ceiling Ventilator shall be U.L. Listed for use in insulated ceilings (Type I.C.) and for use over bathtubs and showers when connected to a GFCI protected branch circuit.



Broan-NuTone LLC Hartford, Wisconsin www.nutone.com 888-336-3948

REFERENCE	QTY.	REMARKS	Project
		NUTONE AN70L	FREEDOM PARK
			Location
			Architect
			Engineer
			Contractor
			Submitted by
			Date

# PERFORMANCE RATINGS

## FLEX™ SERIES FAN / LIGHT

### HVI PERFORMANCE

Model	0.1 Ps - Static Pressure (in H2O)			0.25 Ps
	Airflow (CFM)	Sound (Sones)	Power (Watts)	Airflow (CFM)
AN70L	70	2.0	42.3	60



HVI-2100 CERTIFIED RATINGS comply with new testing technologies and procedures prescribed by the Home Ventilating Institute, for off-the-shelf products, as they are available to consumers. Product performance is rated at 0.1 in. static pressure, based on tests conducted in a state-of-the-art test laboratory. Sones are a measure of humanly-perceived loudness, based on laboratory measurements.

### ELECTRICAL & WEIGHT

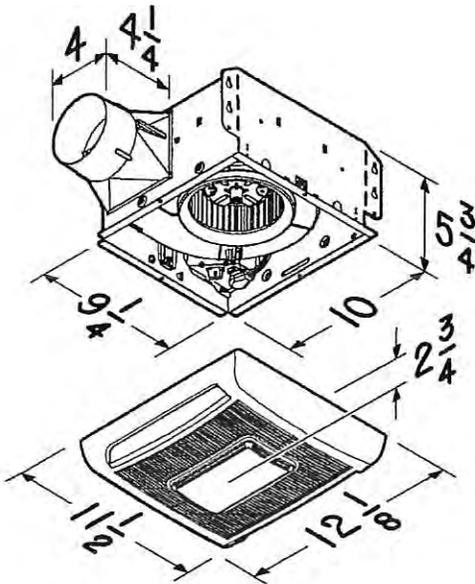
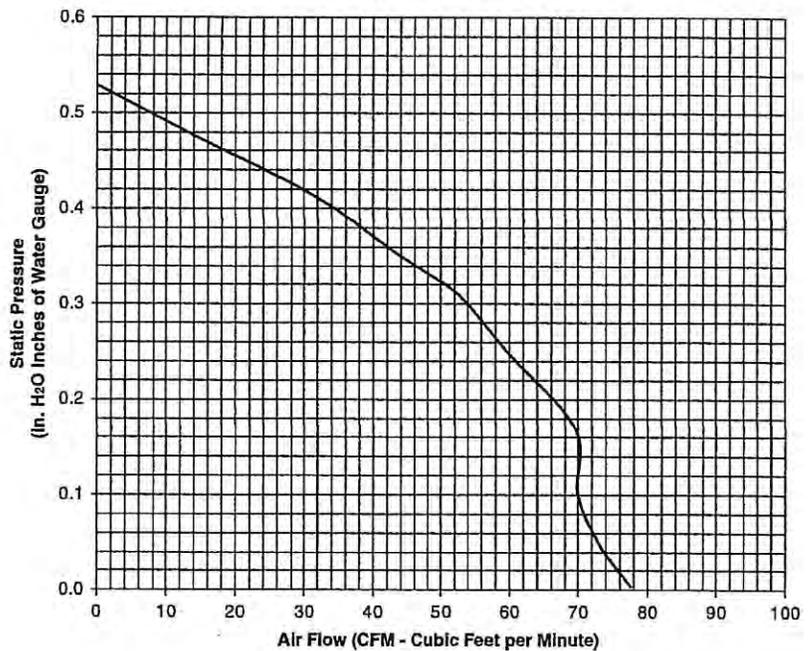
Model	Volts	Hz	Amps*	Shipping Weight
AN70L	120	60	1.2	10.0

\* Total connected load.



### AIR FLOW PERFORMANCE

Model AN70L



# NuTone®

Broan-NuTone LLC Hartford, Wisconsin www.nutone.com 888-336-3948





# Blankenship

PAINT + GLASS

## Estimate

Date	Estimate #
4/10/2023	500

Name / Address
Otte Construction

Project
Freedom Park

Description	Qty	Rate	Total
Re Freedom Park - Wayne, NE  Apply varnish basecoat (1) and varnish top coat (1) to trusses and all exposed wood in ceiling.  Labor, Materials and Travel.		9,850.00	9,850.00T
		<b>Subtotal</b>	\$9,850.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$9,850.00





# J

# OHNSON'S PLUMBING & HEATING, INC.

707 EAST NORFOLK AVENUE  
CALL (402) 371-7833

NORFOLK, NEBRASKA 68701  
FAX (402) 371-7568

April 11, 2023

OCC Builders, LLC  
521 S. Centennial Road  
PO Box 396  
Wayne, NE 68787

Attn: Tate

RE: Freedom Park Trail Head – Change Order #1

Johnson's Plumbing and Heating, Inc. proposes labor and material for the following:

- Core drill through wall and run water line for sprinklers.
- Core drill through wall and install outside hydrant.
- Connect to existing water lines as necessary.
- Install deduct meter for sprinkler line.

Labor:	\$528.00
Materials:	\$277.00
15% Profit:	<u>\$121.00</u>
<b>Total Add Requested:</b>	<b>\$926.00</b>

Thank you,

*Matt Johnson by R.H.*

Matt Johnson  
Johnson's Plumbing & Heating, Inc.

Accepted By \_\_\_\_\_

Date \_\_\_\_\_

Credit card payments in excess of \$500.00 are subject to processing fees of 4%.  
Payment for materials is due prior to or at time of delivery.

**RESIDENTIAL ■ COMMERCIAL**  
**PLUMBING ■ HEATING ■ AIR CONDITIONING ■ SHEETMETAL**



APPLICATION FOR PAYMENT

TO (OWNER): City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

PROJECT: Freedom Park Trailhead Project

FROM (CONTRACTOR): OCC Builders, LLC.  
521 South Centennial Road  
Wayne, Nebraska 68787

CONTRACTORS PROJECT NO.: 22-11  
PERIOD THROUGH: March 31, 2023  
APPLICATION DATE: March 31, 2023  
APPLICATION NO.: 7

Application is made for Payment, as shown below, in connection with the Contract. Cost Breakdown is attached.

1. ORIGINAL CONTRACT SUM		\$	<u>372,310</u>
2. NET CHANGE BY CHANGE ORDERS (see attached)		\$	<u>0</u>
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)		\$	<u>372,310</u>
4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet)		\$	<u>200,038</u>
5. RETAINAGE:			
a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet)	\$	<u>20,004</u>	
b. 10% of Stored Material (Column F on Cost Breakdown Sheet)	\$	<u>0</u>	
TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet)	\$	<u>20,004</u>	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	<u>180,034</u>	
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	<u>135,686</u>	
8. CURRENT PAYMENT DUE	\$	<u>44,348</u>	
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	<u>192,276</u>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Application for Payment is to be received by the Architect no later than the last day of the month, and the Owner shall make payment to the Contractor no later than the last day of the following month.

CONTRACTOR: OCC Builders LLC.

By: [Signature] Date: 3/29/2023

State of: Nebraska Nebraska  
County of: Wayne Wayne  
Subscribed and sworn to before  
me this 29 day of March, 2023

Notary Public:  
My Commission expires: [Signature]

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown below.

AMOUNT CERTIFIED \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature] Date: 4.11.23

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# COST BREAKDOWN SHEET

City of Wayne - Freedom Park Trailhead



CONTRACTORS PROJECT NO.:  
PERIOD THROUGH:  
APPLICATION DATE:  
APPLICATION NO.:

22-11  
March 31, 2023  
March 31, 2023  
7

Page 1 of 1

APPLICATION AND CERTIFICATED FOR PAYMENT - Contractor's signed Certification is attached.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD					
	General Conditions (Bonds, Trash, Supervision, Cleaning, Etc.)	23,200	14,815	0	0	0	14,815	8,385	1,482
	Demolition	9,610	9,130	480	0	0	9,610	0	961
	Interior Concrete Floor & Sealer	17,580	16,900	0	0	0	16,900	680	1,680
	Masonry	12,890	8,030	0	0	0	8,030	4,800	803
	HM Frames/Doors, Wood Doors, & Hardware	13,780	7,200	3,230	0	0	10,430	3,350	1,043
	Aluminum Entries & Windows	32,820	31,520	0	0	0	31,520	1,300	3,152
	Interior Framing & Insulation Board	12,290	12,040	250	0	0	12,290	0	1,229
	Roof Framing & Sheathing	24,900	20,905	3,995	0	0	24,900	0	2,490
	Canopy Framing & Support	24,100	7,120	16,980	0	0	24,100	0	2,410
	Asphalt Shingles	12,170	0	0	0	0	0	12,170	0
	Aluminum Soffit & Gutters	8,950	3,870	1,140	0	0	5,010	3,940	501
	Canopy Wood Soffit	7,020	0	0	0	0	0	7,020	0
	Drywall	14,160	0	0	0	0	0	14,160	0
	Painting, Staining, & Joint Sealants	16,335	0	0	0	0	0	16,335	0
	Cabinetry, Countertops, & Window Sills	14,550	0	0	0	0	0	14,550	0
	Vinyl Base	1,850	0	0	0	0	0	1,850	0
	Toilet Accessories	995	0	0	0	0	0	995	0
	Plumbing, Fixtures, & Site Utilities	27,960	6,823	4,920	0	0	11,743	16,217	1,174
	HVAC & Floor Heat	41,700	7,840	9,260	0	0	17,100	24,600	1,710
	Electrical	13,660	0	9,020	0	0	9,020	4,660	902
	Site Paving	41,830	4,570	0	0	0	4,570	37,260	457
	<b>SUB-TOTAL</b>	<b>372,310</b>	<b>150,763</b>	<b>49,275</b>	<b>0</b>	<b>0</b>	<b>200,038</b>	<b>172,272</b>	<b>20,004</b>
	<b>CHANGE ORDERS</b>								
	<b>SUB-TOTAL CHANGE ORDERS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTALS</b>	<b>372,310</b>	<b>150,763</b>	<b>49,275</b>	<b>0</b>	<b>0</b>	<b>200,038</b>	<b>172,272</b>	<b>20,004</b>