

(Amended: 7/5/2023)

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
July 6, 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 – June 20, 2023](#)
4. [Approval of Claims](#)
5. [Action on the request of Mick Kemp to install a permanent stop sign on the west side of the corner of 5<sup>th</sup> Street and Schoolview Drive](#)

**Background:** Should you approve the request to officially install a stop sign at this location, an ordinance will be prepared and brought forward to you at the next Council meeting for adoption.

6. [Action on the recommendation of the LB840 Revolving Loan Fund Review Committee – Application of Blazer, LLC \(Kirk Diers and Brent Ogle\) for \\$200,000 to purchase Innovative Protectives, Inc.](#)

**Background:** The LB840 Revolving Loan Fund Review Committee met on June 29<sup>th</sup> and reviewed a revolving loan fund application to Wayne’s Economic Development Program in the amount of \$200,000 by “Blazer, LLC.” The owners of Blazer, LLC (Kirk Diers and Brent Ogle) will utilize the funds to purchase Innovative Protectives, Inc. Along with the purchase of Innovative Protectives, Inc., Blazer, LLC, will continue operations in the current facility, bring a specific manufacturing process and project line back to Wayne, and increase the number of employees at the facility. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Blazer, LLC:

- Approval of the loan request of \$200,000;
- A loan repayment period of 5 years; and
- An interest rate to be set at one-half the rate set by the primary lender (Primary Lender Rate – RVR Bank, Fremont NE: 6.75%; WEDP Rate: 3.375%)

7. [Action on Change Order No. 3 in the amount of \\$4,025.00 to Robert Woehler & Sons Construction, Inc., for the “Lincoln Street Improvement Project” – Matthew Smith, Olsson](#)

**Background:** This Change Order is a result of quantity adjustments. Olsson will reimburse the City \$2,025.00 due to the circumstances in the matter. Matthew will be in attendance to update the Council on the matter.

8. [Action on Certificate of Payment No. 5 in the amount of \\$4,025.00 to Robert Woehler & Sons Construction, Inc., for the “Lincoln Street Improvement Project” – Matthew Smith, Olsson](#)

9. [Update on the Prairie Park Project — Matthew Smith, Olsson](#)

10. [Resolution 2023-45: Approving the Utility Plans, Specifications and Estimate of Cost for the “Prairie Park Project,” and authorizing the City Clerk to advertise for bids](#)

**Background:** Olsson is wrapping up the utility plans for Prairie Park (water, sewer, and creek outlet) and are ready to start discussing bid/construction dates, as proposed below:

- July 6<sup>th</sup> – Approve the plans and go out for bid;
- July 13<sup>th</sup>, 20<sup>th</sup>, 27<sup>th</sup>, & August 3<sup>rd</sup> - bid advertisements
- August 10<sup>th</sup> - bid opening
- August 15<sup>th</sup> - City Council award
- September through November Construction. This will be pending the grading work, so Olsson is requesting that the construction completion date be extended into next spring.

11. [Resolution 2023-46: Approving Scope of Services and Task Order No. 230243.00 with JEO Consulting Group, Inc., for the “7<sup>th</sup> Street Trail Project”](#)

**Background:** The City intends to use CDBG funding to construct a 6-foot or 8-foot wide concrete trail on the north side of and running parallel to Highway 35/7<sup>th</sup> Street on the west end of town between 575<sup>th</sup> Avenue and the Greenwood Cemetery entrance as an extension of Wayne’s master trail plan. The scope of this agreement is to provide design, bidding and construction phase services for a lump sum fee of \$110,650. Roger Protzman will be in attendance to go over the scope of services and the project in general.

12. [Reappointment – Planning Commission \(3 year term\):](#)

- Cory Sandoz

13. [Action on Application for Payment No. 10 in the Amount of \\$34,662 to OCC Builders, LLC for the Freedom Park Trailhead Project -- Jill Brodersen, Architect](#)

14. [Update on 513 Main Street \(New Police and City Municipal Building Renovation Project\)](#)

15. [Discuss/Update on the potential negotiations on real property](#)

16. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
June 20, 2023**

The Wayne City Council met in regular session at City Hall on June 20, 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 Terri Buck, Nick Muir, Brittany Weber, Clayton Bratcher, Jason Karsky, Matt Eischeid and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and Attorney Amy Miller. Absent: Councilmember Brent Pick.

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 June 6, 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 Pick who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**APPROVED 6/6/23:** OTTE CONSTRUCTION, SE, 34616  
**VARIOUS FUNDS:** ACE HARDWARE, SU, 578.31; APPEARA, SE, 82.23; AUTO ANATOMY ALTERNATIVES, SE, 1525.00; BIG RIVERS ELECTRIC CORPORATION, SE, 93773.40; BIO-ELECTRONICS, SE, 400.00; BORDER STATES INDUSTRIES, SU, 202.35; BOUTIQUE BLACK LABEL, RE, 200.00; CERTIFIED TESTING SERVICES, SE, 2130.00; CHEMQUEST, SE, 695.00;

CITIZENS STATE BANK, RE, 1441.38; CITIZENS STATE BANK, RE, 1999.88; CITIZENS STATE BANK, RE, 5682.21; CITY EMPLOYEE, RE, 299.20; CITY EMPLOYEE, RE, 1284.35; CITY OF WAYNE, RE, 1347.83; COPY WRITE PUBLISHING, SU, 218.82; COPY WRITE PUBLISHING, SE, 24.96; DAS STATE ACCTG-CENTRAL FINANCE, SE, 62.36; DITCH WITCH UNDERCON, SU, 169.05; DOESCHER REPAIR, SE, 89.00; DUTTON-LAINSON COMPANY, SU, 30200.15; EAKES OFFICE PLUS, SE, 417.82; ED M. FELD EQUIPMENT, SU, 890.00; ELLIS HOME SERVICES, SE, 251.99; FIREMAN, RE, 150.00; FIREMAN, RE, 175.98; FIREMAN, RE, 150.00; FLOOR MAINTENANCE, SU, 124.76; FOURTH GENERATION FAMILY, RE, 14483.62; GERHOLD CONCRETE, SU, 837.49; HAWKINS, SU, 3635.79; HELENA AGRI-ENTERPRISES, SU, 150.00; HILAND DAIRY, SE, 271.53; HOMETOWN LEASING, SE, 99.30; INGRAM LIBRARY SERVICES, SU, 1576.87; ISLAND SPRINKLER SUPPLY, SE, 122.11; JEFF'S RPM SERVICE, SU, 59.23; JEO CONSULTING GROUP, SE, 4224.50; JOHNSON'S PLUMBING & HEATING, SE, 195.50; KOUATIL, ZAYNAB, SE, 400.00; KTCH, SE, 155.00; LAWLER FIXTURE, SU, 1364.46; MACQUEEN EQUIPMENT, SE, 1283.88; MACQUEEN EQUIPMENT, SU, 2213.51; MAIN STREET GARAGE, SE, 728.00; MAXNET SECURITY, SE, 2475.00; MIDWEST LABORATORIES, SE, 233.57; MIDWEST TAPE, SU, 55.99; MZRB, RE, 3703.63; NATP, FE, 95.00; NE WATER RESOURCES ASSOCIATION, FE, 105.00; NPPD, SE, 7892.56; NORFOLK FAMILY YMCA, FE, 100.00; NNEDD, SE, 637.50; NUNEZ, EMPERATRIZ, RE, 200.00; OVERDRIVE, SU, 29.99; OVERHEAD DOOR, SE, 98.00; PLUNKETT'S PEST CONTROL, SE, 102.51; QUALITY 1 GRAPHIC, SU, 50.00; RODRIGUEZ, NANCY, SE, 35.00; STAPLES, SU, 139.49; TOM'S BODY & PAINT SHOP, SE, 3942.61; ULINE, SU, 40.20; US BANK, SU, 10454.75; US FOOD SERVICE, SE, 2767.27; UTILITIES SECTION, FE, 4020.00; VAN DIEST SUPPLY, SU, 371.25; VERIZON, SE, 584.08; WASTE CONNECTIONS, SE, 60.00; WAED, SE, 1000.00; WAYNE VETERINARY CLINIC, SE, 140.00; WAPA, SE, 19083.01; WISNER WEST, SU, 264.26; ACES, SE, 553.73; AMERITAS, SE, 204.53; AMERITAS, SE, 35.00; AMERITAS, SE, 3386.98; AMERITAS, SE, 72.00; AMERITAS, SE, 97.94; ANDERSON FORD OF LINCOLN, SU, 48652.00; APPEARA, SE, 54.72; ARCADIAN MARKSMANSHIP CLUB, FE, 131.88; ASPEN EQUIPMENT, SU, 141.59; BLACK HILLS ENERGY, SE, 723.95; BORDER STATES INDUSTRIES, SU, 649.28; BORDER STATES INDUSTRIES, SU, 133.53; CHEMQUEST, SU, 2447.50; CITY OF WAYNE, PY, 121640.71; CLAUSSEN & SONS IRRIG, SE, 402.20; DAVE'S DRY CLEANING, SE, 66.00; ELKINS PORTABLE RESTROOMS, SE, 335.00; ELLIS HOME SERVICES, SE, 192.50; FASTWYRE BROADBAND, SE, 1581.84; FLOOR MAINTENANCE, SU, 1173.82; GERHOLD CONCRETE, SU, 578.56; HAWKINS, SU, 1972.46; ICMA, SE, 127.36; ICMA, SE, 36.84; ICMA, SE, 189.32; ICMA, SE, 166.28; ICMA, SE, 200.00; ICMA, SE, 495.46; ICMA, SE, 8462.75; ICMA, SE, 2180.90; ICMA, SE, 70.00; ICMA, SE, 142.75; ICMA, SE, 413.68; IRS, TX, 19950.38; IRS, TX, 12531.04; IRS, TX, 4665.82; MAIN STREET GARAGE, SE, 100.00; MEYER, ROGER, RE, 240.00; MID-IOWA SOLID WASTE, SE, 2062.50; NE DEPT OF REVENUE, TX, 5963.43; NORTHEAST POWER, SE, 21756.30; OLSSON, SE, 25610.00; O'REILLY AUTOMOTIVE STORES, SU, 17.62; PER MAR SECURITY SERVICES, SE, 1483.02; PREMIER BIOTECH, SE, 147.36; QUALITY 1 GRAPHIC, SU, 80.00; QUALITY FOOD CENTER, SU, 36.61; SPIEKER, DWAIN, RE, 500.00; STAPLES, SU, 85.08; UNLIMITED LANDSCAPING, SU, 5568.00; USA BLUE BOOK, SU, 152.62; WAED, RE, 11000.00; WAYNE AUTO PARTS, SU, 298.88; WAYNE COMMUNITY SCHOOLS, RE, 5073.50; WAYNE HERALD, SE, 190.00; WAYNE HERALD, SE, 380.00; WAYNE HERALD, SE, 1114.54; WESCO, SU, 337.05; WEST-E-CON, SU, 1192.40; WINNING FINISH, SE, 195.00;

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

Councilmember Brodersen introduced Ordinance No. 2023-10, and moved for approval of the third and final reading thereof; Councilmember Muir seconded.

ORDINANCE NO. 2023-10

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

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

Administrator Blecke advised that we now have the necessary easement in hand from the Wayne State Foundation so the third and final reading of Ordinance No. 2023-12 could be approved.

Councilmember Brodersen introduced Ordinance No. 2023-12, and moved for approval of the third and final reading thereof; Councilmember Webber seconded.

ORDINANCE NO. 2023-12

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE NORTH 16 FOOT EASEMENT OF LOTS 1 AND 2, HILLCREST ADDITION, CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class C Liquor License for I Wet My Plants, LLC, d/b/a "I Wet My Plants," located at 221 Main Street.

No one was present representing I Wet My Plants, LLC.

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

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

Councilmember Eischeid introduced Resolution No. 2023-42 and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2023-42

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS C LIQUOR LICENSE — I WET MY PLANTS, LLC, D/B/A "I WET MY PLANTS."

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

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the "Ping Addition Plat," including part of Barclay's First Addition, part of the Pines Addition, and part of the Replat of Sunnyview Subdivision. The applicants are Earnest and Wendy Ping.

Joel Hansen, Street and Planning Director, stated the Planning Commission held a public hearing on this matter on June 5, 2023, and approved the same, with the "Finding of Fact" being staff's recommendation.

The owners of 710 and 810 Sunnyview Drive wish to change the property line between their two properties and exchange land. To do that, they need to replat the land, as it currently exists in several different tracts and two different subdivisions. One of those tracts was an un-platted tax lot, so they cannot do an administrative lot split. Therefore, they have applied to the Planning Commission and City Council for a full replat of both properties. The new lot line will match an existing fence that was installed a couple of years ago.

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

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

Councilmember Eischeid introduced Resolution 2023-43, and moved for its approval; Councilmember Brodersen seconded.

#### RESOLUTION NO. 2023-43

A RESOLUTION APPROVING THE "PING ADDITION PLAT," INCLUDING PART OF BARCLAY'S FIRST ADDITION, PART OF THE PINES ADDITION, AND PART OF THE REPLAT OF SUNNYVIEW SUBDIVISION, OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Mayor Giese declared the time was at hand for the public hearing on the land acquisition of real estate from 11T NE, LLC, a Nebraska Limited Liability Company (Lot 2, Hall Addition to the City of Wayne, Wayne County, Nebraska – 330 S. Main Street).

Administrator Blecke stated the sellers have agreed to the City's offer of \$18,000 for this piece of property. The tax value of the property is \$47,000 (dwelling is \$36,000).

Steve Hall was present to object to the City purchasing the property, which is located next to his. He would like to purchase it, but is waiting for the price to get down to \$4,000 to \$5,000.

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

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

Councilmember Brodersen introduced Resolution 2023-44, and moved for its approval; Councilmember Bratcher seconded.

#### RESOLUTION NO. 2023-44

A RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM 11T NE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY - \$18,000 (LOT 2, HALL ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA – 330 S. Main Street).

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

Mayor Giese requested Council consideration to the following appointments to the Library Board: Abby Schademann, Michael Carnes, Teresa Morales, and Sarah Lentz (4 year terms).

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the appointments of Abby Schademann, Michael Carnes, Teresa Morales, and Sarah Lentz to the Library Board. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the following reappointment of Abby Schademann to the Planning Commission.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving the reappointment of Abby Schademann to the Planning Commission. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, setting the budget work sessions for July 18<sup>th</sup> and August 1<sup>st</sup> after the regularly scheduled Council meetings. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried.

Administrator Blecke updated the Council on 513 Main Street (New Police and City Municipal Building Renovation Project). The schedule is to approve the plans at the July 18<sup>th</sup> Council meeting, then bid the project out in August, with construction hopefully starting in September.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, to enter into executive/closed session to discuss the potential negotiations on real property, with the purpose being to protect the financial interest of the City, and to allow City Administrator Blecke, City Clerk McGuire, and City Attorney Miller, to also be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried, and executive session began at 6:08 p.m.

Mayor Giese again stated the matter to be discussed in executive/closed session relates to the discussion on potential negotiations on real property.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried, and open session resumed at 6:26 p.m.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:26 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,093.66
AMERICAN LIBRARY ASSOC	MEMBERSHIP DUES	236.00
APPEARA	LINEN & MAT SERVICE	113.99
ARNIE'S FORD INC	KEY CYLINDER/SWITCH ASSEMBLY	426.09
BOMGAARS	AIR CONDITIONER/TRASH CANS/HOSE/GATE VALVE/TOOLS	1,609.93
CARHART LUMBER COMPANY	TOOLS/FAUCET	99.74
CARLISLE ROOFING SYSTEMS	WARRANTY TRANSFER #11542	1,500.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	372.54
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	101.09
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	330.77
CITY OF WAYNE	UTILITY REFUNDS	80.93
CJH TECHNOLOGIES	PARK/REC BUILDING PRELIMINARY PLAN	1,000.00
CLIFF, JOSH	TREE INCENTIVE	44.13
COLONIAL RESEARCH	TIGHT SPOT RUST PREVENTATIVE/SURGE DEGREASER	549.87
COUNTRY NURSERY INC	MULCH	80.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	86.00
DUNNING, CAROL	SIDEWALK COST SHARE	96.00
EAKES OFFICE PLUS	COPY CHARGES	2,612.94
ED M. FELD EQUIPMENT CO INC	TENSION CONTROL BRACKET	180.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	258.20
FLUENT, MIKE	TREE INCENTIVE	50.00
GALE/CENGAGE LEARNING	BOOKS	77.32
GERHOLD CONCRETE CO INC.	CONCRETE	6,660.75
GRAINLAND ESTATES LLC	TIF PRINCIPAL/INTEREST	5,448.15
GROSSENBURG IMPLEMENT INC	CLUTCH/BLADES/HOSE FITTINGS	618.06
HAWKINS, INC	POOL CHEMICALS	2,256.31
HEARTLAND COUNSELING SERVICES, INC.	MENTAL HEALTH PRESENTATION	58.95
HEWLETT PACKARD ENTERPRISE CO	SERVER MAINTENANCE SUPPORT	4,939.20
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	250.35
ISLAND SPRINKLER SUPPLY CO	IRRIGATION SUPPLIES	193.43
JECH, LEAH	BUILDING PERMIT DEPOSIT REFUND	500.00
JEO CONSULTING GROUP	SANITARY SEWER/LIFT STATION 9/UV SYSTEM/MASTER AGMT	4,266.67
KELLY SUPPLY COMPANY	FITTINGS	505.79
KOUATIL, ZAYNAB	ART CAMP SESSION II	400.00
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MATT FRIEND TRUCK EQUIPMENT, INC	FLOW CONTROL VALVE	338.17
MUNICIPAL SUPPLY INC	HYDRANT EXTENSION/METER ADAPTERS	1,136.66
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	126.00
ODEYS INC	FIELD MARKING PAINT/LINE CHALK/MOUND CLAY	1,075.90

Vendor	Payable Description	Payment Total
O'REILLY AUTOMOTIVE STORES, INC.	BATTERIES/FILTERS	314.15
OVERDRIVE, INC.	E BOOKS	26.99
POSTMASTER	POSTAGE ON UTILITY BILLS	1,023.06
STADIUM SPORTING GOODS	BASEBALL/SOFTBALL SHIRTS	1,092.00
THOMAS, JOSEPH	CAC MEMBERSHIP OVERPAYMENT	185.00
TRI-STATE COMMUNICATIONS, INC.	NEW FIRE TRUCK CB/RADIO SYSTEM	6,118.67
USA BLUE BOOK	MANHOLE LIFTER/BUFFER SOLUTION	581.16
VIAERO WIRELESS	CELL PHONE	68.88
WESCO DISTRIBUTION INC	THREE PHASE PADMOUNT TRANSFORMER/LED LIGHTS	58,753.70
WHITE, TAMI	RIGHT OF WAY DEPOSIT REFUND	1,000.00
WINNING FINISH	HANDIVAN DETAILED	210.00
ZIMCO SUPPLY	GOLF COURSE FERTILIZER	1,080.00
	<b>Grand Total:</b>	<b>111,031.62</b>

**Betty McGuire - [External] Stop sign request for 5th and Schoolview drive.**

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**From:** mick kemp <hskr5958@yahoo.com>  
**To:** "betty@cityofwayne.org" <betty@cityofwayne.org>  
**Date:** 6/22/2023 11:04 AM  
**Subject:** [External] Stop sign request for 5th and Schoolview drive.  
**Cc:** Wes Blecke <wblecke@cityofwayne.org>, "Dr. Mark Lenihan" <malenih1@wayne...>  
**Attachments:** 1687449106295blob.jpg; 1687449212880blob.jpg

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Good morning, Betty

For Wayne City Council

This is a request for the permanent installation of an approved stop sign, on the west side, at the corner of 5th and School view drive. I understand that this is not an official / legal stop sign. It is also very faded. With the additional traffic in this area, I am requesting that a new sign be installed as per city of Wayne regulations. I have included several pictures of the sign. Thank you for your review of this request.

Mick Kemp  
516 West 5th Street  
Wayne, Nebraska 68787  
402-369-0610







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June 30, 2023

Wes Blecke  
City Administrator  
306 Pearl Street  
POB 8  
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Blazer, LLC*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on June 29, 2022, and reviewed a revolving loan fund application to Wayne’s Economic Development Program (WEDP) by *Blazer, LLC*.

The Review Committee met with the owners of *Blazer, LLC*, Mr. Kirk Diers and Mr. Brent Ogle. *Blazer, LLC* will utilize the WEDP Funds to purchase Innovative Protectives, Inc. (IPI), an athletic equipment manufacturer located in Wayne’s industrial park. Along with the purchase of IPI, *Blazer, LLC* will continue operations in the current IPI facility, bring a specific manufacturing process and product line back to Wayne, and increase the number of employees at the facility.

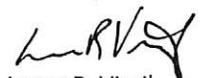
To match their request of \$200,000 from the WEDP, *Blazer, LLC* has secured financing for \$250,000 via a traditional lender (RVR Bank, Fremont, NE). The total business purchase and expansion project is estimated to cost at least \$450,000.

Following the meeting with Mr. Diers and Mr. Ogle, the Review Committee discussed the request by *Blazer, LLC* for an LB840 RLF Loan of \$200,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Blazer, LLC*:

- approval of the loan request for \$200,000;
- a loan repayment period of 5 years;
- and, an interest rate to be set at one half the rate set by the primary lender.  
(Primary Lender Rate – RVR Bank, Fremont, NE: 6.75%; WEDP Rate: 3.375%)

Please convey this recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

  
Lucas R. Virgil  
Executive Director



**APPLICATION FOR WAYNE'S  
ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND**

Application Number:
Date Received

LB840 (form approved 073109)

**2023**

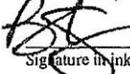
**PART I. GENERAL INFORMATION**

*TYPE OR PRINT ALL INFORMATION*

<b>1. APPLICANT IDENTIFICATION</b>	<b>2. PERSON PREPARING APPLICATION</b>
Applicant Name: <u>Brent Ogle + Kirk Diers</u>	Name/Business: <u>Brent Ogle + Kirk Diers / Blazer LLC</u>
Mailing Address: <u>1112 Hills Rd</u>	Address: <u>1112 Hills Rd</u>
<u>Fremont</u> <u>NE</u> <u>68025</u>	<u>Fremont</u> <u>NE</u> <u>68025</u>
(City) (State) (ZIP)	(City) (State) (Zip)
Telephone Number: <u>402-721-2525</u>	Telephone Number: <u>402-721-2525</u>
Fax Number: _____	Federal Tax ID # / SS#: _____
Federal Tax ID Number: _____	
Email Address: <u>bogle@blazerathletic.com</u>	Email Address: <u>kdiers@blazerathletic.com</u>
<b>3. BUSINESS TYPE</b>	<b>5. FUNDING SOURCES</b>
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: <u>S-corp</u>	WEDP Funds Requested: \$ <u>200,000</u> Matching Funds: \$ _____ Other Funds: \$ <u>250,000</u> Total Project Funds: \$ <u>450,000</u> <i>(Round amounts to the nearest hundred dollars.)</i>
<b>4. ASSISTANCE TYPE REQUESTED</b>	
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other: _____	

**6. PROGRAM SUMMARY:** Brief narrative description of the project for which WEDP funds are requested  
For the acquisition of IPT (Innovative Protectives Inc) in Wayne, NE and the subsequent operating capital to scale the business for growth. This acquisition will retain a long-time business in Wayne, as well as bring in more business currently in Texas.

**7. CERTIFYING OFFICIAL:** Chief Executive Officer or owner of applicant requesting WEDP funds.  
 To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds.

	<u>Brent Ogle + Kirk Diers - Co-owners</u>	<u>6-7-23</u>
Signature In Ink	Typed Name and Title	Date Signed
	<u>Luke Virgil, WAED Executive Director</u>	<u>06/15/2023</u>
Attest	Typed Name and Title	Date Signed

**SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:**  
 Wayne Economic Development Program Fund  
 108 W 3rd Street, Wayne, NE 68787  
 (402) 375-2240 Fax (402) 375-2246

**PART II. FUNDING SUMMARY**

**(Round amounts to the nearest hundred dollars.)**

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.	200,000		250,000	450,000	RVR Bank Fremont, NE
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
<b>TOTAL PROGRAM COSTS</b>	<b>200,000</b>		<b>250,000</b>	<b>450,000</b>	

**APPLICANT CERTIFICATIONS**

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

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

If benefiting business/organization is a Corporation, sign below:

By: *[Signature]* Date: 6-7-23

*[Signature]* Luke Virgil/WAED Executive Director Date: 06/05/2023

Attest

Typed Name/Title

Date

**PART III. PROJECT DESCRIPTION AND IMPACT**

On separate sheets of paper, provide any additional information (such as jobs to be created, collateral assignments, community impact, etc.) and enclose with this application form.

Submit the original and one copy of the application form and all application materials.

DO NOT BIND, FOLD, OR STAPLE

# **BLAZER**

## **ATHLETIC EQUIPMENT**

June 15, 2023

Dear Mr. Virgil-

The goal of this document is to layout the business plan for the newly acquired business, Innovative Protectives, Inc (IPI.) IPI is long-time Wayne business and it has built a great reputation for quality and service. Blazer Athletic has been in the athletic equipment business for almost 50 years and has the same reputation of quality and service with its customer across the U.S.

The acquisition of IPI accomplishes 3 major objectives that will service as the foundation for future growth and success:

- It gives a great business a succession plan and keeps the operations and jobs in Wayne.
- It compliments Blazer incredibly well, since Blazer currently purchases volleyball padding from IPI and IPI has a lot of experience in the landing pit products for track and field.
- It allows Blazer to bring sales and manufacturing back to Nebraska from Texas and the ability to have the operations close to its headquarters for support.

In addition, Pat Garvin will stay on board to help train and guide the company and pass his expertise on to the Blazer crew.

With this foundation, the acquired business will have a lot of potential for sales growth and job growth in Wayne. Without any additional business being added to Blazer's existing sporting goods dealers, the business in Wayne will more than double. With our expansion efforts in place the future looks bright.

The short-term plan for handling the new business in Wayne consists of the following steps:

- Promoting a current employee to plant manager to learn the facets of production and handle incoming orders.
- Hiring an experienced sewer to expand production capabilities.
- Retain the current staff and incentivize part-time employees to work closer to 30-40 hours a week.
- Raising the starting wage to \$17-18/hr and offer the same Blazer benefits to gain additional quality employees.
- Bring in 1-2 people from Blazer to learn the process and provide additional help for the busiest time of year, Spring track season.

- Stock up our most popular products during the slower time of year so that we are more prepared for Spring.

This plan will help to secure current customers and provide stability as we prepare for track and field season in 2024. Following the Spring, we will look to expand our product lines with wall mats and volleyball padding. In addition, we will bring more production in-house to increase control and maximize profitability. At the same time, we will build our knowledge of the production process and further build our production crews.

Thank you for allowing us to submit the LB840 application and we appreciate your time and consideration. The LB840 funds will not only help with the acquisition, it will provide the low interest working capital need to bolster the workforce and build inventory, which is essential to the growth and success of the new company in Wayne. As the owners of Blazer, we have worked with the City of Columbus twice on LB840 loans to help acquire and grow the business. This is great opportunity for Blazer, IPI and the City of Wayne!

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Ogle and Kirk Diers". The signature is stylized and cursive, with the first letters of the names being prominent.

Brent Ogle and Kirk Diers

Co-Owners



**CHANGE ORDER NO.: 003**

Owner: **City of Wayne**  
Engineer: **Olsson**  
Contractor: **Robert Woelhers & Sons Construction**  
Project: **Lincoln Street**  
Contract Name: Wayne Lincoln Street  
Date Issued: 6/14/2023

Owner's Project No.:  
Engineer's Project No.: **021-07991**  
Contractor's Project No.:

Effective Date of Change Order: 6/14/2023

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

**Description:**

**Quantity Adjustments**

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>224,429.00</u>	Original Contract Times: Substantial Completion: <u>10/15/2022</u> Final Completion: <u>11/01/2022</u>
<b>Increase</b> from previously approved Change Orders No. 0 to No. 1 \$ <u>7,130.00</u>	<b>Increase</b> from previously approved Change Orders No. 0 to No. 1: Substantial Completion: _____ Final Completion: _____
Contract Price prior to this Change Order: \$ <u>231,559.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/15/2022</u> Final Completion: <u>11/01/2022</u>
<b>Increase</b> this Change Order: \$ <u>3,050.00</u>	<b>Increase</b> this Change Order: Substantial Completion: <u>3 weeks</u> Final Completion: <u>3 weeks</u>
Contract Price incorporating this Change Order: \$ <u>234,609.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/01/2022</u> Final Completion: <u>11/18/2022</u>
Contract Price incorporating this Change Order: \$ <u>4,025.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/01/2022</u> Final Completion: <u>11/18/2022</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>Taylor Kube</u>	_____
Title: <u>Associate Engineer</u>	_____
Date: <u>11/11/2022</u>	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____





1707 Dakota Avenue South Sioux City, NE 68776

**CERTIFICATE OF PAYMENT NO. 5**

Date of Issuance: 12/16/2022

Project No. 021-07991

Project: Wayne Lincoln Street

Contractor: Robert Woehlers & Sons Construction; INC.  
123 Fairground Ave.  
Wayne, NE 68787

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Robert Woehlers & Sons Construction; INC.

Value of Work Stored & Completed: \$238,634.00

Original Contract Cost:	\$224,429.00
Approved Change Orders:	
No. 1	\$7,130.00
No. 2	\$3,050.00
No. 3	\$4,025.00
No. 4	\$0.00
No. 5	\$0.00
Total Contract Cost:	\$238,634.00

Value of completed work and materials stored	\$238,634.00
Less retained percentage ( 5 %)	\$0.00
Net amount due including this estimate	\$238,634.00

Less: Estimates previously approved:

No. 1	\$38,221.31	No. 6	\$0.00
No. 2	\$37,797.08	No. 7	\$0.00
No. 3	\$141,587.66	No. 8	\$0.00
No. 4	\$17,002.95	No. 9	\$0.00
No. 5	\$0.00	No.10	\$0.00

Total Previous Estimates: \$234,609.00

**NET AMOUNT DUE THIS ESTIMATE: \$4,025.00**

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

OLSSON

CITY

cc: Robert Woehlers & Sons Co  
Project File

By \_\_\_\_\_ By \_\_\_\_\_



Preliminary Opinion of Probable Cost					
Prairie Park					
Wayne, Nebraska					
June 15, 2023					
Phase I - Grading, Storm, Gravel Roads (Bid Price)					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$21,500.00	\$21,500.00
2	EARTHWORK	LS	1	\$253,211.80	\$253,211.80
3	18" CONCRETE CURB AND GUTTER	LF	4,025	\$34.65	\$139,466.25
4	24" FES	EA	6	\$780.00	\$4,680.00
5	36" FES	EA	2	\$1,040.00	\$2,080.00
6	30" NYLOPLAST DRAINAGE BASIN	EA	4	\$6,760.00	\$27,040.00
7	AREA INLET	EA	5	\$7,800.00	\$39,000.00
8	CURB FLUME	EA	9	\$1,227.45	\$11,047.05
9	24" STORM SEWER PIPE	LF	1,175	\$62.40	\$73,320.00
10	36" STORM SEWER PIPE	LF	935	\$88.40	\$82,654.00
11	ROCK ROAD AND PARKING BASE, INCORPO	TN	5,950	\$51.25	\$304,937.50
12	ROCK ROAD AND PARKING SURFACE COUR	TN	3,400	\$41.95	\$142,630.00
13	REMOVE TREE	EA	10	\$450.00	\$4,500.00
14	SEEDING	AC	30	\$2,310.00	\$69,300.00
15	EROSION CONTROL	LS	1	\$35,189.00	\$35,189.00
16	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00
17	CONCRETE DRIVEWAY	SY	128	\$114.45	\$14,649.60
Phase II - Utilities (Preliminary Estimate)					
1	MOBILIZATION	LS	1	\$ 75,000.00	\$ 75,000.00
2	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
3	REMOVE & REPLACE UNSUITABLE SOILS	CY	100	\$ 50.00	\$ 5,000.00
4	8" C900 WATER MAIN	LF	3,760	\$ 55.00	\$ 206,800.00
5	1" WATER SERVICE LINE	LF	900	\$ 30.00	\$ 27,000.00
6	2" WATER SERVICE LINE	LF	1,970	\$ 40.00	\$ 78,800.00
7	WATER METER ASSEMBLY	EA	1	\$ 10,000.00	\$ 10,000.00
8	FIRE HYDRANT ASSEMBLY, TYPE II	EA	5	\$ 7,500.00	\$ 37,500.00
9	8" MJ GATE VALVE	EA	7	\$ 2,500.00	\$ 17,500.00
10	8" MJ 90° BEND	EA	2	\$ 750.00	\$ 1,500.00
11	8" MJ 45° BEND	EA	3	\$ 750.00	\$ 2,250.00
12	8" MJ 22.5° BEND	EA	2	\$ 750.00	\$ 1,500.00
13	2" X 2" TEE	EA	1	\$ 500.00	\$ 500.00
14	1" WATER SERVICE ASSEMBLY	EA	1	\$ 1,000.00	\$ 1,000.00
15	2" WATER SERVICE ASSEMBLY	EA	3	\$ 1,500.00	\$ 4,500.00
16	CAMPER 1" WATER SERVICE ASSEMBLY	EA	17	\$ 1,000.00	\$ 17,000.00
17	WATER MAIN CONNECTION	EA	2	\$ 3,000.00	\$ 6,000.00
18	YARD HYDRANT ASSEMBLY	EA	17	\$ 1,000.00	\$ 17,000.00
19	48" SANITARY SEWER MANHOLE	EA	5	\$ 8,000.00	\$ 40,000.00
20	8" SANITARY SEWER MAIN	LF	1920	\$ 65.00	\$ 124,800.00
21	4" SANITARY SERVICE LINE	LF	1,150	\$ 50.00	\$ 57,500.00
22	4" SANITARY SERVICE CONNECTION	EA	18	\$ 2,000.00	\$ 36,000.00
23	2" SANITARY FORCE MAIN	LF	855	\$ 50.00	\$ 42,750.00
24	2" SANITARY FORCE MAIN-BORE	LF	350	\$ 100.00	\$ 35,000.00
25	SANITARY CLEANOUT	EA	1	\$ 2,500.00	\$ 2,500.00
26	4" TAMPER-RESISTANT SANITARY CAP	EA	17	\$ 2,000.00	\$ 34,000.00
27	7" BOLLARD	EA	34	\$ 500.00	\$ 17,000.00
28	42" STORM PIPE	LF	1,160	\$ 175.00	\$ 203,000.00
29	OUTFALL STRUCTURE	EA	1	\$ 50,000.00	\$ 50,000.00
30	5.5' X 4.5' AREA INLET	EA	2	\$ 5,000.00	\$ 10,000.00
31	6' X 6' JUNCTION BOX W/ MANHOLE	EA	1	\$ 5,000.00	\$ 5,000.00
32	5.5' X 4.5' JUNCTION BOX W/ MANHOLE	EA	1	\$ 5,000.00	\$ 5,000.00
33	EARTHWORK	LS	1	\$ 50,000.00	\$ 50,000.00
Future Phases (Preliminary Estimate)					
1	PARKS AND REC BUILDING	EA	1	\$ 2,000,000.00	\$ 2,000,000.00
2	BASEBALL FIELDS	EA	3	\$ 300,000.00	\$ 900,000.00
3	BASEBALL CONCESSIONS BUILDING	EA	1	\$ 75,000.00	\$ 75,000.00
4	SOCCER GOAL	EA	4	\$ 4,000.00	\$ 16,000.00
5	GOAL POST	EA	4	\$ 15,000.00	\$ 60,000.00
6	AMPHITHEATHER	EA	1	\$ 250,000.00	\$ 250,000.00
7	BATHHOUSE	EA	1	\$ 500,000.00	\$ 500,000.00
8	BRIDGE	EA	1	\$ 300,000.00	\$ 300,000.00
9	LIGHTING/LIGHTPOLES	EA	50	\$ 10,000.00	\$ 500,000.00
10	ENTRANCE/EXIT SIGNAGE	EA	2	\$ 25,000.00	\$ 50,000.00
11	ROAD/PARKING/CAMPER PAD PAVING	SY	44,700	\$ 60.00	\$ 2,682,000.00
12	SIDEWALK/BIKE TRAIL PAVING	SY	8700	\$ 85.00	\$ 739,500.00
13	TREES/TREE FARM	EA	400	\$ 500.00	\$ 200,000.00
14	SCREENING/FENCE	LF	1,300	\$ 50.00	\$ 65,000.00
15	4 ACRE LAKE	EA	1	\$ 2,000,000.00	\$ 2,000,000.00
16	FOUNTAIN	EA	2	\$ 20,000.00	\$ 40,000.00
17	KAYAK LAUNCH	EA	1	\$ 25,000.00	\$ 25,000.00
18	PRAIRIE SEEDING	AC	3.5	\$ 1,000.00	\$ 3,500.00
19	GRASS SEEDING	AC	10	\$ 5,000.00	\$ 50,000.00
20	IRRIGATION	LS	1	\$ 150,000.00	\$ 150,000.00
PHASE I					\$ 1,229,205.20
PHASE II					\$ 1,226,400.00
FUTURE PHASES					\$ 10,606,000.00
CONSTRUCTION SUBTOTAL					\$ 13,061,605.20
SURVEY, DESIGN, & CONSTRUCTION SERVICES (20%)					\$ 2,612,321
CONTINGENCY (20%)					\$ 2,612,321
<b>TOTAL PROJECT COST</b>					<b>\$ 18,286,247</b>

**RESOLUTION NO. 2023-45**

**A RESOLUTION APPROVING THE UTILITY PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “PRAIRIE PARK PROJECT,” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.**

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the utility plans, specifications and estimate of cost of \$1,200,000, as prepared by the City’s Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 6<sup>th</sup> day of July, 2023.

THE CITY OF WAYNE, NEBRASKA

BY \_\_\_\_\_  
Council President

ATTEST:

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

**RESOLUTION NO. 2023-46**

**A RESOLUTION APPROVING SCOPE OF SERVICES AND TASK ORDER NO. 230243.00 WITH JEO CONSULTING GROUP, INC., FOR THE “7<sup>TH</sup> STREET TRAIL PROJECT.”**

WHEREAS, the Wayne City Council, on July 2, 2019, appointed JEO Consulting Group, Inc., as the special engineer on various City of Wayne Projects; and

WHEREAS, JEO Consulting Group, Inc., has prepared a Scope of Services and Task Order for a project entitled: “7<sup>th</sup> Street Trail Project.” and

WHEREAS, said additional engineering services for this project is estimated to be \$110,650; and

WHEREAS, said amount above does not include the 5% discount as per the Master Services Agreement entered into on July 2, 2019, which would then bring the fees to \$105,117.50.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Scope of Services and Task Order No. 230243.00 between the City of Wayne and JEO Consulting Group, Inc., is hereby approved for the “7<sup>th</sup> Street Trail Project.”

PASSED AND APPROVED this 6<sup>th</sup> day of July, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Council President

ATTEST:

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



**SCOPE OF SERVICES:  
Exhibit A**

**PROJECT DESCRIPTION:**

The City of Wayne intends to use CDBG funding to construct a 6-foot or 8-foot wide concrete trail on the north side of and running parallel to Highway 35/7<sup>th</sup> Street on the west end of town between 575<sup>th</sup> Avenue and the Greenwood Cemetery Entrance as an extension of Wayne's master trail plan. The new trail will be in compliance with ADA and accessible for mobility constrained users. Construction of storm sewer pipe, inlets and manholes will be designed to adequately maintain or improve site drainage. The scope of this agreement is to provide design, bidding, and construction phase services.

**SCOPE OF SERVICES:**

**1 DESIGN PHASE**

- 1.1 Provide Project Management throughout all Phases of this project, to include:
  - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
  - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
  - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
  - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
  - 1.1.6 Provide monthly progress reports.
- 1.2 Conduct topographic survey of project site generally from right-of-way to edge of traveling way of 7<sup>th</sup> Street with cross sections every 50 feet for limits and locations identified in project description.
  - 1.2.1 Topography shall generally extend within the project limits of as described above.
  - 1.2.2 Width shall generally extend at least 10 feet outside of right-of-way and including all features (fences, retaining walls, etc.).
  - 1.2.3 Locate all right-of-way and property lines adjacent to the project.
  - 1.2.4 Locate all public/private utilities using One Call Locate Services to mark existing facilities.
  - 1.2.5 Plot all topography, profiles, and cross sections into CADD Software.
- 1.3 Coordinate geotechnical exploration by Others for test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of various soil strata, and a report of geotechnical engineering recommendations. Owner to pay for geotechnical services.

- 1.4 Complete drainage study and design storm sewer system, within the project limits, along the north side of 7<sup>th</sup> Street meeting minimum design standards and submit technical memo to Owner.
- 1.5 Review of existing data and design requirements (standard vehicles, access requirements, etc.).
- 1.6 Prepare 60% complete preliminary plans and draft front-end specifications. Plans and specifications to include:
  - 1.6.1 General location maps and symbols sheet.
  - 1.6.2 Typical sections sheets.
  - 1.6.3 Survey control sheets.
  - 1.6.4 Removal and construction plan sheets.
  - 1.6.5 Plan and profile sheets for proposed improvements.
  - 1.6.6 Storm sewer plan and profile sheets, as needed for proposed improvements.
  - 1.6.7 Erosion control plan(s).
  - 1.6.8 Trail cross section sheets.
  - 1.6.9 Draft front-end specifications with bidding, contract, and any required funding documentation.
- 1.7 Provide the opinion of probable construction cost to be commensurate with the 60% complete plans.
- 1.8 Perform an internal quality assurance/quality control (QA/QC) review of the 60% complete plans.
- 1.9 Submit 60% complete plans to Owner to review.
- 1.10 Furnish 60% complete plans to public/private utility companies to review proposed improvements for potential conflicts.
- 1.11 Conduct meeting with the Owner to review the 60% complete preliminary design documents and review in detail with the Owner's designated representative(s) (1 meeting).
- 1.12 Revise plans and specifications based on the QA/QC comments and the 60% complete design meeting with the Owner.
- 1.13 Revise and advance plan sheets from the 60% complete set.
- 1.14 Prepare 90% complete plans and specifications. Plans and specifications to include:
  - 1.14.1 All sheets previously listed for the 60% complete plans.
  - 1.14.2 Insertion of design detail sheets.
  - 1.14.3 Completion of front-end documents and special provisions section of the specifications.
  - 1.14.4 Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 1.15 Perform an internal QA/QC review of the 90% complete plans and specifications.
- 1.16 Submit 90% complete plans to Owner to review.
- 1.17 Finalize construction drawings and specifications subject to Owner's approval.
- 1.18 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.19 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.

- 1.20 Prepare necessary permit applications to construct the intersection and storm sewer improvements adjacent to Highway 35 with the Nebraska Department of Transportation (NDOT). Owner to sign and send actual submittal to NDOT and pay all fees associated with the permit application.
- 1.21 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations.
- 1.22 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to NDEE to obtain an NPDES Storm Water permit. Owner to pay all permit fees.
- 1.23 Present Final Plans, Specifications, and Opinion of Cost to Owner (1 meeting) and Owner's designated representative(s) and obtain authorization to advertise for bids.

## **2 BIDDING AND NEGOTIATION PHASE**

- 2.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.3 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 2.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.5 Assist the Owner in securing construction bids for the project.
- 2.6 Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- 2.7 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.8 Attend one (1) meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- 2.9 Prepare and submit necessary information to the Owner for project award approval.
- 2.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

## **3 CONSTRUCTION ADMINISTRATION & STAKING**

- 3.1 Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-Construction Conference will be provided to all participants by the Engineer.
- 3.2 Provide construction staking for each of the following (5 trips total):
  - 3.2.1 Verification/Re-establishment of horizontal and vertical control on site. (one (1) trip)

- 3.2.2 Storm Sewer: One graded offset hub every 50', two offsets per inlet, and one offset per manhole. (one (1) trip)
- 3.2.3 Paving Hubs: Including grades where provided at P.C.'s, P.T.'s and radius points as follows: One Row at 25' intervals. (three (3) trips)
- 3.3 Review shop drawings and related data supplied by the Contractor.
- 3.4 Schedule and conduct up to five (5) progress meetings with Owner and Contractor.
- 3.5 Provide interpretation of the plans and specifications, when necessary.
- 3.6 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
- 3.7 Attend up to four (4) City Council meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 3.8 Consult with and advise Owner during construction regarding all aspects of the project. Provide weekly/bi-weekly project status updates via email.
- 3.9 Coordinate and review geotechnical soil and concrete testing results. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting and testing of the water distribution system are the responsibility of the Contractor.
- 3.10 Provide as-built drawings plan set in PDF format.
- 3.11 Conduct a final walk-thru and inspection of project with the Contractor and Owner, one (1) meeting.
- 3.12 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 3.13 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
- 3.14 Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period items.
  - 3.14.1 Issue 6 and 11-month warranty letters to the Owner and Contractor.
  - 3.14.2 Conduct field review of project, one (1) meeting should a field inspection be necessary.
  - 3.14.3 Issue a warranty period correction letter to the contractor for warranty repair items, if necessary.

#### **4 CONSTRUCTION OBSERVATION (RESIDENT PROJECT REPRESENTATION)**

- 4.1 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. Estimated at 216 hours.
- 4.2 The duties and responsibilities of the RPR are described as follows:
  - 4.2.1 Mark removals for construction.
  - 4.2.2 Review of contractors work for general compliance with the plans and specifications.
  - 4.2.3 Monitor Contractors' progress and project schedule.
  - 4.2.4 Complete Construction Observation Reports when on site.

- 4.2.5 Coordinate pay quantities with contractor and engineer.
- 4.2.6 Review of materials delivered to the site for specification compliance.
- 4.2.7 Assist the engineer in interpretation of the plans and specifications to the contractor.
- 4.2.8 Review and coordinate with Owner on materials testing by independent lab hired by Owner.
- 4.2.9 Attend progress meetings.
- 4.2.10 Compile records for use in preparing record drawings.
- 4.2.11 Storm Water Pollution Plan (SWPPP) inspection:
  - 4.2.11.1 Conduct SWPPP inspections every 14 days or within 24 hours of a 0.5" rainfall event beginning after initial breaking ground and continuing until final stabilization of site.
  - 4.2.11.2 Maintain SWPPP logs, inspection results, and maintenance records within the SWPPP book to comply with State regulations.
  - 4.2.11.3 Direct Contractor to maintain best management practices (BMP's) as designed.
  - 4.2.11.4 Provide NPDES Permit Administration and Monitoring.

**5 OWNER RESPONSIBILITIES**

- 5.1 Provide timely review of documents or requests for information.
- 5.2 Provide access to property to conduct proposed services.
- 5.3 Provide contact information for utility companies within the right-of-way along the project route.

**6 FEE**

- 6.1 The total cost to provide design, bidding, and construction engineering phase services is \$133,570 and will be billed as either a lump sum or hourly not to exceed fee, as noted in subsection 6.3.
- 6.2 The above mentioned fees includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope and Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

<u>Tasks</u>	<u>Fee</u>
<b>Design Phase</b> (Lump Sum)	<b>\$ 79,690.00</b>
<b>Bidding and Negotiation Phase</b> (Lump Sum)	<b>\$ 5,600.00</b>
<b>Construction Administration &amp; Staking</b> (Lump Sum)	<b>\$ 25,360.00</b>
<b>Construction Observation</b> (Hourly, Not to Exceed)	<b>\$ 25,920.00</b>
 <b>Total</b> (Not to Exceed)	 <b>\$ 133,570.00</b>

**7 PROGRESS PAYMENTS**

- 7.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.

- 7.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 7.3 Payments will be applied first to the interest then principal.
- 7.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

## **8 CONTRACT TIME**

- 8.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 8.2 Notice to Proceed (NTP) – 7/10/2023
- 8.3 Topo Survey – July 2023
- 8.4 Design Phase – August 2023 thru November 2023
- 8.5 Council to Approve Final Plans – 12/5/2023
- 8.6 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 8.7 Estimated Bid Opening – Week of 1/22/2024
- 8.8 Council Award of Project – 2/6/2024
- 8.9 Construction Phase – Spring/Summer 2024

## **9 EXCLUSIONS**

- 9.1 CDBG administration services.
- 9.2 Topographic survey not outlined in the scope of services.
- 9.3 Geotechnical investigation (To be completed by others under separate agreement).
- 9.4 Any permit fees associated with permit applications.
- 9.5 Special meetings and meetings not outlined in the Scope of Services
- 9.6 Street lighting design.
- 9.7 Title/Deed Research and ROW/Easement acquisition services.
- 9.8 Environmental reviews and/or studies not outlined in the Scope of Services.
- 9.9 Material testing during construction (To be completed by others under separate agreement).
- 9.10 GIS as-built file data for updating of GIS records (Can be provided via supplement).

## **10 ADDITIONAL TERMS**

- 10.1 The General Conditions are specified in Exhibit B.

Exhibit B

This is **Task Order No. 230243.00,**

**Task Order**

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated July 9, 2019 ("Agreement"), Owner and Engineer agree as follows:

**Specific Project Data**

- A. Title: 7<sup>th</sup> Street Trail
- B. Description: The City of Wayne intends to use CDBG funding to construct a 6-foot or 8-foot wide concrete trail on the north side of and running parallel to Highway 35/7<sup>th</sup> Street on the west end of town between 575<sup>th</sup> Avenue and the Greenwood Cemetery Entrance as an extension of Wayne’s master trail plan. The new trail will be in compliance with ADA and accessible for mobility constrained users. Construction of storm sewer pipe, inlets and manholes will be designed to adequately maintain or improve site drainage. The scope of this agreement is to provide design, bidding, and construction phase services.

**1. Services of Engineer**

See Exhibit "A" Scope of Services consisting of 6 pages

**2. Owner’s Responsibilities**

Exhibit "A" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

**3. Times for Rendering Services**

Phase	Completion Days
Preliminary Design	Thru November 2023
Final Design	Thru November 2023
Bidding & Negotiation	December 2023-February 2024
Construction	2024 anticipated
Post-Construction	N/A
TOTAL	N/A s

**4. Payments to Engineer**

**A. For Lump Sum Method of Payment:**

- 1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be **\$110,650** based on the following assumed distribution.
- 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Owner.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated 7/9/2019.

**Exhibit B**

Phase	Compensation
Design	\$79,690 Lump Sum
Bidding & Negotiation	\$5,600 Lump Sum
Construction Admin & Staking	\$25,360 Lump Sum
Construction Observation	
<b>TOTAL</b>	<b>\$110,650</b>

**B. For Standard Hourly Rates Method of Payment:**

1. The Standard Hourly Rates shall be per Engineer’s Standard Hourly Rates Schedule.
2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 25,920 based on the following assumed distribution.
3. Engineer’s estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
Study and Report – Title Search	
Preliminary Design	
Final Design	
Bidding & Negotiation	
Construction	\$
RPR	\$25,920 Hourly
<b>TOTAL</b>	<b>\$25,920 Hourly</b>

**5. Other Modifications to Master Agreement:**

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

