

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
August 20, 2024**

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 – August 6, 2024](#)
4. [Approval of Claims](#)
5. [Action on the request to close westbound traffic on 3<sup>rd</sup> Street between Lincoln and Pearl Streets on Saturday, September 14, 2024, from 7:00 a.m. to noon or earlier for set up; allow two lanes of one-way traffic heading eastbound on 3<sup>rd</sup> Street, with cars entering at Lincoln Street and exiting at Pearl Street for the event; and prohibit parking on 3<sup>rd</sup> Street between Lincoln and Pearl Streets beginning Friday, September 13, 2024, for the Electronic Recycling Event — Sandy Brown, Wayne Green Team](#)

**Background:** This is an annual request from the Wayne Green Team.

6. [Action on the request to approve a Fireworks Display after the Wayne State College Football Game on Saturday, September 14, 2024 — Mike Powicki, Director of Athletics](#)

**Background:** This is an annual request from the College.

7. [Resolution 2024-42: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events \(WSC Homecoming Parade and Band Day – Saturday, October 5, 2024\)](#)

**Background:** This is also an annual request from the College.

8. [Action on the Contract for Services between the City of Wayne and the Board of Trustees of the Nebraska State Colleges – Wayne State College for the homecoming parade](#)
9. [Action on the request of Wayne America, Inc., \(on behalf of the Cruise Main in Wayne Committee\) to allow 5<sup>th</sup> Street to be closed on Friday, September 20, 2024, from 4:00 p.m. until Midnight, which is the final Cruise Main in Wayne event](#)

**Background:** Luke Virgil, Economic Development Director, will be at the meeting making this request on behalf of the Cruise Main in Wayne Committee, and answer any questions you may have.

10. [Resolution 2024-43: Accepting Bid and Awarding Contract on an Electric Power Transformer for the “Northeast Substation Project”](#)

**Background:** Three bids were received for this transformer. The engineers on the project, DGR Engineering, have reviewed the same and are recommending the award go to Niagara Power Transformer Corporation for \$1,383,845.00. When evaluating transformer bids, the “Total Evaluation Price” is used to determine the best bid since it takes into account the losses the transformer will see over its entire lifespan. This is used to determine the most efficient and cost-effective transformer. The purchase price is what the Owner will pay for the transformer (plus or minus escalators). Staff anticipates there will be a positive escalation of some type from now until 2027 when the transformer would ship. Paul Davis will be available via zoom to explain the bids and answer any questions you may have.

11. [Resolution 2024-44: Approving the purchase of a CXT precast concrete restroom/shower building \(Navajo model\) for \\$297,962](#)

**Background:** This company, CXT, provides prices at Sourcewell contract prices. The size and scope of this building has changed from the beginning discussions. Staff feels this is an appropriate size and design to satisfy the public on “normal” days at Prairie Park and reduces the price by over \$100k. Funding for this project will come from sales tax funding, as well LENRD commitments.

12. [Resolution 2024-45: Approving Letter Agreement Amendment #7 to the original Letter Agreement with Olsson for additional services on the Wayne Prairie Park Development Project – not to exceed \\$34,000](#)

**Background:** This Agreement Amendment #7 will add additional design and construction services to the project for an amount not to exceed \$34,000. Matthew Smith with Olsson will be present and give Council an update on the project.

13. [Resolution 2024-46: Approving the proposal of Reeder Creatives, LLC, d/b/a Reeder Airworks for the recreation of the “Carlos Frey Mural” located at 310 Main Street](#)

**Background:** The Wayne Art Committee has been meeting and are ready to present a proposal to you to recreate the “Carlos Frey Mural” located at 310 Main Street. The proposal is from Reeder Airworks out of Erie CO for \$28,180. There was \$55,000 put into the 2023/2024 fiscal year budget for art expenses.

14. [Budget Update](#)

15. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
August 6, 2024**

The Wayne City Council met in regular session at City Hall on August 6, 2024, 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 Austyn Houser, Terri Buck, Nick Muir, Brittany Webber, Clayton Bratcher, Jason Karsky, Matt Eischeid and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller.

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 Buck made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meetings of July 16 and July 30, 2024, and to waive the readings thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ACES, SE, 1127.56; ALLO COMMUNICATIONS, SE, 2420.24; AMERICAN LIBRARY ASSOC, FE, 247.00; AMERITAS, SE, 184.72; AMERITAS, SE, 35.00; AMERITAS, SE, 3682.24; AMERITAS, SE, 72.00; AMERITAS, SE, 124.17; APPEARA, SE, 349.67; AUSTIN, AMBER,

RE, 450.00; BEACOM, LEXI, SE, 120.00; BEIERMANN ELECTRIC, SE, 175.00; BERNAL, GEORGINA, SE, 55.00; BERNAL, GEORGINA, SE, 55.00; BOHM MASONRY, SE, 334.00; BOMGAARS, SU, 1173.49; BORDER STATES, SU, 4744.47; BSN SPORTS, SU, 1091.59; CALIBRASKA ARTS INITIATIVE, FE, 560.00; CARHART LUMBER COMPANY, SU, 85.65; CARLSON WEST POVONDRA ARCHITECTS, SE, 4851.06; CASEY ELECTRIC, SE, 1829.44; CHAVEZ, EDGAR, RE, 200.00; CINTAS, SU, 334.23; CIRBA SOLUTIONS SERVICES, SU, 217.90; CITY EMPLOYEE, RE, 867.27; CITY EMPLOYEE, RE, 930.57; CITY EMPLOYEE, RE, 12.06; CITY EMPLOYEE, RE, 169.06; CITY EMPLOYEE, RE, 84.96; CITY EMPLOYEE, RE, 313.52; CITY OF WAYNE, PY, 146897.03; CITY OF WAYNE, RE, 596.07; CITY OF WAYNE, RE, -59.20; COLONIAL RESEARCH, SU, 178.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 10000.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 15000.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 10000.00; CONTINENTAL FIRE SPRINKLER, SE, 223.00; DANKO EMERGENCY EQUIPMENT, SU, 12606.58; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DE LA CRUZ, SAMANTHA, SE, 120.00; DEARBORN LIFE INSURANCE COMPANY, SE, 82.56; DGR & ASSOCIATES, SE, 48366.00; DORING, BRENT, RE, 96.00; EAKES OFFICE PLUS, SE, 182.37; ED M. FELD EQUIPMENT, SU, 748.49; EGAN SUPPLY, SE, 3068.00; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 104.86; ELKINS PORTABLE RESTROOMS, SE, 1180.00; ELLIS HOME SERVICES, SE, 5450.00; EMPLOYERS MUTUAL CASUALTY, RE, 233.80; FASTWYRE BROADBAND, SE, 1350.51; FLOOR MAINTENANCE, SU, 1098.51; GALE/CENGAGE LEARNING, SU, 133.20; GENERAL TRAFFIC CONTROLS, SU, 294.00; GERHOLD CONCRETE, SU, 10828.20; GLOBAL INDUSTRIAL, SU, 230.79; GROSSENBURG IMPLEMENT, SU, 424.11; HAWKINS, SU, 3438.40; HELENA AGRI-ENTERPRISES, SU, 1590.00; HEWLETT PACKARD ENTERPRISE, SE, 5236.56; HILAND DAIRY, SU, 340.29; ICMA, SE, 39.80; ICMA, SE, 803.82; ICMA, SE, 533.56; ICMA, SE, 152.88; ICMA, SE, 75.00; ICMA, SE, 130.76; ICMA, SE, 72.03; ICMA, SE, 138.72; ICMA, SE, 72.03; ICMA, SE, 10544.80; ICMA, SE, 1229.22; ICMA, E, 202.78; IRS, TX, 23900.72; IRS, TX, 5589.76; IRS, TX, 14900.37; JEO CONSULTING GROUP, SE, 6560.94; KAI, MARK, RE, 500.00; KAUP FORAGE & TURF, SU, 225.00; KELLY SUPPLY COMPANY, SU, 181.97; LUTT TRUCKING, SE, 375.00; MAIN STREET GARAGE, SE, 345.02; MARCO TECHNOLOGIES, SE, 180.50; MARSH, CHANA, RE, 30.00; MEYER, SU, 1275.00; MUNICIPAL SUPPLY, SU, 334.93; MUTUAL OF OMAHA, SE, 405.00; NATL LEAGUE OF CITIES, FE, 1276.00; NE DEPT OF REVENUE, TX, 7119.00; NE FIRE CHIEFS ASSOC, FE, 100.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 341.00; NE STATE VOLUNTEER FIREFIGHTERS ASSOC, FE, 756.00; NORTHEAST POWER, SE, 29233.54; OLSSON, SE, 5037.00; O'REILLY AUTOMOTIVE STORES, SU, 27.97; OVERHEAD DOOR, SU, 1826.00; PEERLESS WIPING CLOTH, SU, 481.02; POSTMASTER, SU, 1202.58; QUADIENT FINANCE USA, SE, 1000.00; R PERRY CONSTRUCTION, RE, 1000.00; ROSS RASTEDE, SE, 400.00; SKARSHAUG TESTING LAB, SE, 290.66; SOBOTKA, CALEB, RE, 150.00; SOOLAND BOBCAT, SU, 626.29; STADIUM SPORTING GOODS, SE, 132.00; STAPLES, SU, 198.19; USA BLUE BOOK, SU, 2366.67; VOLKMAN PLUMBING & HEAT, SE, 9032.00; WAYNE AMERICA, RE, 11000.00; WAYNE COUNTY COURT, RE, 550.00; WESCO, SU, 5200.20; WILFORD, AMY, SE, 400.00; WISNER WEST, SU, 68.37; ZACH HEATING & COOLING, SU, 452.15; ACE HARDWARE & HOME, SU, 1295.65; BLUE CROSS BLUE SHIELD, SE, 55669.35; BORDER STATES INDUSTRIES, SU, 1612.90; BROWN, SANDY, RE, 330.85; CIRBA SOLUTIONS SERVICES, SU, 108.95; CITY EMPLOYEE, RE, 75.00; CITY EMPLOYEE, RE, 174.95; COMMUNITY REDEVELOPMENT, RE, 10000.00; COPY WRITE PUBLISHING, SE, 422.38; DEARBORN LIFE INSURANCE COMPANY, SE, 3368.52; ENVIRONMENTAL SERVICES, SE, 691.25; FLOOR MAINTENANCE, SU, 156.96; GLOBAL PAYMENTS INTEGRATED, SE, 874.53; GODINEZ, CARLOS, SE, 19000.00; GPM ENVIRONMENTAL SOLUTIONS, SU, 446.00; GREEN STRIPE, SE, 35000.00; GROSSENBURG IMPLEMENT, SU, 8731.56; HOMETOWN LEASING, SE, 456.78; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 14823.00; LUTT OIL, SU, 29341.56; MARCO, SE, 175.92; MERCHANT SERVICES, SE, 6382.02; MERCHANT SERVICES, SE, 163.32; MERCHANT SERVICES, SE, 1840.99; MIDWEST LABORATORIES, SE, 306.07; MILLER LAW, SE, 6250.00; NE MUNICIPAL CLERKS ASSOC, FE, 150.00; NEBRASKA GENERATOR SERVICE, SE, 3797.50; NPPD, SE, 8827.44; NORTHEAST POWER, SE, 7617.00; OCLC, SE, 815.11; ONE CALL CONCEPTS, SE, 86.50; ONE

OFFICE SOLUTION, SU, 1760.00; OPTK NETWORKS, SE, 408.54; PAC N SAVE, SU, 1303.16; PATRIOT YOUTH FUND, FE, 100.00; PLUNKETT'S PEST CONTROL, SE, 113.73; QUALITY FOOD CENTER, SU, 31.99; RODRIGUEZ, NANCY, SE, 68.75; STATE NEBRASKA BANK & TRUST, SE, 68.80; STATE NEBRASKA BANK-PETTY CASH, RE, 98.86; UTILITIES SECTION, FE, 3786.00; VERMEER EQUIPMENT OF NEBRASKA, SU, 166.32; WASTE CONNECTIONS, SE, 31.50; WAYNE AUTO PARTS, SU, 105.89; WAYNE COUNTY CLERK, SE, 16.00; WAYNE COUNTY CLERK, SE, 36.00; WAPA, SE, 24504.38; ZACH HEATING & COOLING, SE, 101.50

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

Heather Headley, Library Director, speaking on behalf of the "Friends of the Library," was present requesting Council consideration to waiving the rental fee for the use of the Freedom Park Shelter House on Sunday, August 11<sup>th</sup>, for a fundraiser.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the request of Heather Headley, Library Director, speaking on behalf of the "Friends of the Library," to waive the rental fee for the use of the Freedom Park Shelter House on Sunday, August 11<sup>th</sup>, for a fundraiser. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Matthew Smith, representing Olsson (via zoom), presented Certificate of Payment No. 1 in the amount of \$163,305.00 to TR Harris for the "Prairie Park Lake Amenities Project." In addition, he updated the Council on the project.

Councilmember Karsky made a motion, which was seconded by Councilmember Brodersen, approving Certificate of Payment No. 1 in the amount of \$163,305.00 to TR Harris for the "Prairie Park Lake Amenities Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Bob Soukup, representing Carlson West Povondra Architects (via zoom), presented Application and Certificate of Payment No. 9 from Otte Construction Co., L.L.C, in the amount of \$206,919.00 for the "Wayne City Hall and Police Relocation Project." He also updated the Council on the project.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving Application and Certificate of Payment No. 9 in the amount of \$206,919.00 to Otte Construction Co., LLC, for the “Wayne City Hall and Police Relocation Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke, on behalf of Roger Protzman, JEO Consulting Group, Inc., presented Contractor’s Application for Payment No. 4 (Final) in the amount of \$23,826.57 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project.”

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving Contractor’s Application for Payment No. 4 (Final) in the amount of \$23,826.57 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the Certificate of Substantial Completion on the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would allocate \$83,787 in property tax to the Wayne Municipal Airport Authority. This is an annual request that the Airport Authority makes to the Council. Last year’s allocation was \$79,044.

Beth Porter, Finance Director, was present to answer questions and update them on their hangar project.

Councilmember Eischeid introduced Resolution No. 2024-35 and moved for its approval, Councilmember Buck seconded.

RESOLUTION NO. 2024-35

A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY TAXES TO THE WAYNE AIRPORT AUTHORITY (\$83,787).

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The Wayne Community Redevelopment Authority (CRA) is asking Council consideration to approving the request to allocate 2.6 cents per \$100.00 of the taxable value of real property within the City of Wayne to the CRA. This would bring in approximately \$90,442 in revenue for the CRA. This levy is made available to the CRA by State Statute. The CRA's current balance on their line of credit with the City is \$310,000.

Councilmember Eischeid introduced Resolution No. 2024-36 and moved for its approval, Councilmember Karsky seconded.

RESOLUTION NO. 2024-36

A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY TAXES TO THE WAYNE COMMUNITY REDEVELOPMENT AUTHORITY – 2.6 CENTS PER \$100.00 OF THE TAXABLE VALUE OF REAL PROPERTY WITHIN THE CITY OF WAYNE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried

The following Municipal Annual Certification of Program Compliance Form 2024 and Resolution replaces the annual filing of the One and Six Year Plan or Program and the former standardized system of annual reporting with the Nebraska Board of Public Roads Classification and Standards. This must be adopted and returned to the Nebraska Department of Transportation (NDOT) by October 31, 2024.

Councilmember Brodersen introduced Resolution No. 2024-37 and moved for its approval, Councilmember Buck seconded.

RESOLUTION NO. 2024-37

A RESOLUTION AUTHORIZING THE SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2024.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Paul Davis, Project Engineer with DGR Engineering (via zoom), advised the Council that one bid was received on the furnishing of a 69 kV Circuit Switcher – WESCO Distribution, Inc., for \$123,235. He has reviewed the bid and recommends the Council award the same to WESCO. The engineer's estimate on the switcher was \$125,000.

Councilmember Webber introduced Resolution No. 2024-38 and moved for its approval, Councilmember Muir seconded.

#### RESOLUTION NO. 2024-38

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE FURNISHING OF A "69 kV CIRCUIT SWITCHER – NORTHEAST SUBSTATION PROJECT – \$123,235.00."

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution will update the City's existing cost-share rate for residential and commercial sidewalk replacement to more closely match 50% of current prices/bids staff is seeing on contract projects. New construction sidewalks are not eligible. This will change the sq. ft. price from \$3.00 to \$5.00.

Councilmember Eischeid introduced Resolution No. 2024-39 and moved for its approval, Councilmember Bratcher seconded.

#### RESOLUTION NO. 2024-39

A RESOLUTION AMENDING SIDEWALK COST-SHARE POLICY PERTAINING TO SIDEWALK REPAIR, REPLACEMENT, AND CONSTRUCTION.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution will amend the Interlocal Cooperation Agreement between the City and the School to increase the hours that a School Resource Officer will be at the school from 15 to 21 per week.

Councilmember Brodersen introduced Resolution No. 2024-40 and moved for its approval, Councilmember Webber seconded.

RESOLUTION NO. 2024-40

A RESOLUTION AMENDING AND APPROVING AN INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution will approve the Interlocal Agreement with the Lower Elkhorn Natural Resource District in regard to funding up to \$150,000 for the Prairie Park project (Shower house/Bath house).

Councilmember Brodersen introduced Resolution No. 2024-41 and moved for its approval, Councilmember Karsky seconded.

RESOLUTION NO. 2024-41

A RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WAYNE AND THE LOWER ELKHORN NATURAL RESOURCES DISTRICT (LENRD) FOR THE "PRAIRIE PARK PROJECT."

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The budget work session then took place.

Beth Porter, Finance Director, reviewed the proposed budget.

- There is an assumption of a 6% increase in the current property valuation. This budget would decrease the general fund reserve by \$68,283 over last year's balance. The total property tax asking, which includes the airport, Community Redevelopment Authority and Debt Service would be \$1,445,225, with a total levy of \$.415465/100.

- Keno Funds – there is a balance of approximately \$97,000 in that fund now. Batting cages and water fillers have been paid for out of these funds this past fiscal year. After discussion, \$5,000 was going to be allocated to the Bark Park (fix the fence); \$53,500 for the Library/Senior Center (replace the sign); \$53,500 for Prairie Park (new bathhouse); and retain \$25,000 for a cushion in the fund.
- There is currently \$641,000 in the LB840 Fund.
- The \$650,000 budgeted for Park Improvements in “Sales Tax Capital Improvements” consists of \$90,000 – grant match; \$400,000 – for the Prairie Park Bathhouse; and \$160,000 for the Park/Rec Building.

Councilmember Webber left at 6:54 p.m.

After discussion, no further changes were made to the budget.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 8:00 p.m.



| Vendor                                    | Council Approved 8/6/24 | Payable Description                   | Payment Total |
|---|-------------------------|---------------------------------------|---------------|
| OTTE CONSTRUCTION                         |                         | CITY HALL/POLIICE RELOCATION          | 206,919.00    |
| PHILIP CARKOSKI CONSTRUCTION              |                         | UV IMPROVEMENT                        | 23,826.57     |
| TR HARRIS CONSTRUCTION                    |                         | PRAIRIE PARK DIRT WORK/PIER/BRIDGE    | 163,305.00    |
| Vendor                                    |                         | Payable Description                   | Payment Total |
| AMERITAS LIFE INSURANCE                   |                         | POLICE RETIREMENT 457 PERCENTAGE      | 126.18        |
| AMERITAS LIFE INSURANCE                   |                         | POLICE RETIREMENT 457 AMOUNT          | 72.00         |
| AMERITAS LIFE INSURANCE                   |                         | AMERITAS ROTH                         | 35.00         |
| AMERITAS LIFE INSURANCE                   |                         | AMERITAS ROTH                         | 184.72        |
| APPEARA                                   |                         | MAT SERVICE                           | 52.80         |
| BACKSTROM, VIRGINIA                       |                         | FIRE HALL DEPOSIT REFUND              | 155.00        |
| BERNAL, GEORGINA                          |                         | INTERPRETER SERVICES                  | 55.00         |
| CAMPOS, ANNA                              |                         | INTERPRETER SERVICES                  | 55.00         |
| CASEY ELECTRIC                            |                         | WIRE LAKE FOUNTAIN & LIGHTS           | 1,662.57      |
| CITY OF NORFOLK                           |                         | 911 MISCELLANEOUS BILLING             | 149.12        |
| CITY OF WAYNE                             |                         | PAYROLL                               | 139,902.92    |
| CITY OF WAYNE                             |                         | UTILITY REFUNDS                       | 234.75        |
| COTTONWOOD WIND PROJECT, LLC              |                         | WIND ENERGY                           | 9,696.00      |
| FAITH REGIONAL PHYSICIAN SERV.            |                         | RANDOM TESTING                        | 120.00        |
| FLOOR MAINTENANCE                         |                         | JANITORIAL SUPPLIES                   | 519.36        |
| FRAUENDORFER UNLIMITED                    |                         | RIGHT OF WAY DEPOSIT REFUND           | 1,000.00      |
| HAWKINS, INC                              |                         | AZONE                                 | 3,477.92      |
| HEATHER HEADLEY                           |                         | FREEDOM PARK DEPOSIT REFUND           | 50.00         |
| HILAND DAIRY                              |                         | SENIOR CENTER FOOD SERVICE            | 190.41        |
| HOEMAN, PAM                               |                         | FIRE HALL CUSTODIAN FEE               | 45.00         |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | ICMA RETIREMENT                       | 1,229.22      |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | ROTH ICMA                             | 803.82        |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | ROTH IRA - ICMA                       | 75.00         |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | ROTH IRA -ICMA                        | 138.72        |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | ROTH ICMA                             | 152.88        |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | PAYROLL RETIREMENT                    | 10,524.00     |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | PAYROLL RETIREMENT                    | 130.76        |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | PAYROLL RETIREMENT                    | 72.03         |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | PAYROLL RETIREMENT                    | 202.78        |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | PAYROLL RETIREMENT                    | 39.80         |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | PAYROLL RETIREMENT                    | 533.56        |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND |                         | ROTH IRA-ICMA                         | 72.03         |
| IRS                                       |                         | MEDICARE WITHHOLDING                  | 5,341.42      |
| IRS                                       |                         | FICA WITHHOLDING                      | 22,839.10     |
| IRS                                       |                         | FEDERAL WITHHOLDING                   | 14,051.93     |
| KTCH AM/FM RADIO                          |                         | FALL REGISTRATION RADIO ADS           | 168.00        |
| MIDWEST ALARM SERVICES                    |                         | FIRE ALARM INSPECTION/MONITORING FEES | 420.30        |
| NE DEPT OF REVENUE                        |                         | STATE WITHHOLDING                     | 6,737.71      |
| NE DEPT OF REVENUE-COMPLIANCE DIV         |                         | PAYROLL DEDUCTION                     | 347.09        |
| NORFOLK DAILY NEWS                        |                         | CAC WAYNE COUNTY FAIR ADS             | 47.00         |

| Vendor                   | Payable Description              | Payment Total     |
|--------------------------|----------------------------------|-------------------|
| PAC N SAVE               | SUMMER PROGRAM SUPPLIES          | 64.85             |
| R PERRY CONSTRUCTION INC | BUILDING PERMIT DEPOSIT REFUND   | 1,000.00          |
| US FOODSERVICE, INC.     | SENIOR CENTER NOON MEAL SUPPLIES | 2,870.87          |
| WAYNE COMMUNITY THEATRE  | FREEDOM PARK DEPOSIT REFUND      | 150.00            |
| WAYNE COUNTY COURT       | BOND                             | 477.50            |
| WAYNE HERALD             | CAC ADS                          | 1,708.00          |
| WAYNE HERALD             | GREEN TEAM ADS                   | 190.00            |
| WAYNE VETERINARY CLINIC  | DOG/CAT IMPOUND                  | 336.00            |
| WESCO DISTRIBUTION INC   | ELBOW ARRESTERS                  | 1,521.54          |
| WESCO DISTRIBUTION INC   | WISE TOP INSULATORS              | 684.80            |
| WILFORD, AMY             | ART CAMP SESSION II              | -400.00           |
| WILFORD, EMILY           | ART CAMP SESSION II              | 400.00            |
| WISNER WEST              | FD GASOLINE                      | 57.37             |
|                          | <b>Grand Total:</b>              | <b>628,425.64</b> |



August 13, 2024

Chief of Police, Mayor, City Council  
City of Wayne  
306 Pearl St  
Wayne, NE 68787

Dear Wayne City Officials:

On behalf of the Wayne Green Team, this letter is a request for street closure and change in traffic flow for our 11th Electronics Recycling Event on Saturday, September 14, 2024, 8am to 10am.

**Street Closure Requested:**

- Close westbound 3<sup>rd</sup> Street between Lincoln and Pearl Streets to regular traffic by 7am Saturday, September 14, for set up. Street should reopen by noon or earlier once the truck is fully loaded.
- Prohibit parking on 3<sup>rd</sup> Street between Lincoln and Pearl Streets beginning Friday, September 13, 2024. This is where the vendor will park its 53-foot truck and place pallets for electronics.
- Allow two lanes of one-way traffic heading eastbound on 3<sup>rd</sup> Street, with cars entering at Lincoln Street and exiting at Pearl Street for the event.

**Assistance from City Requested:**

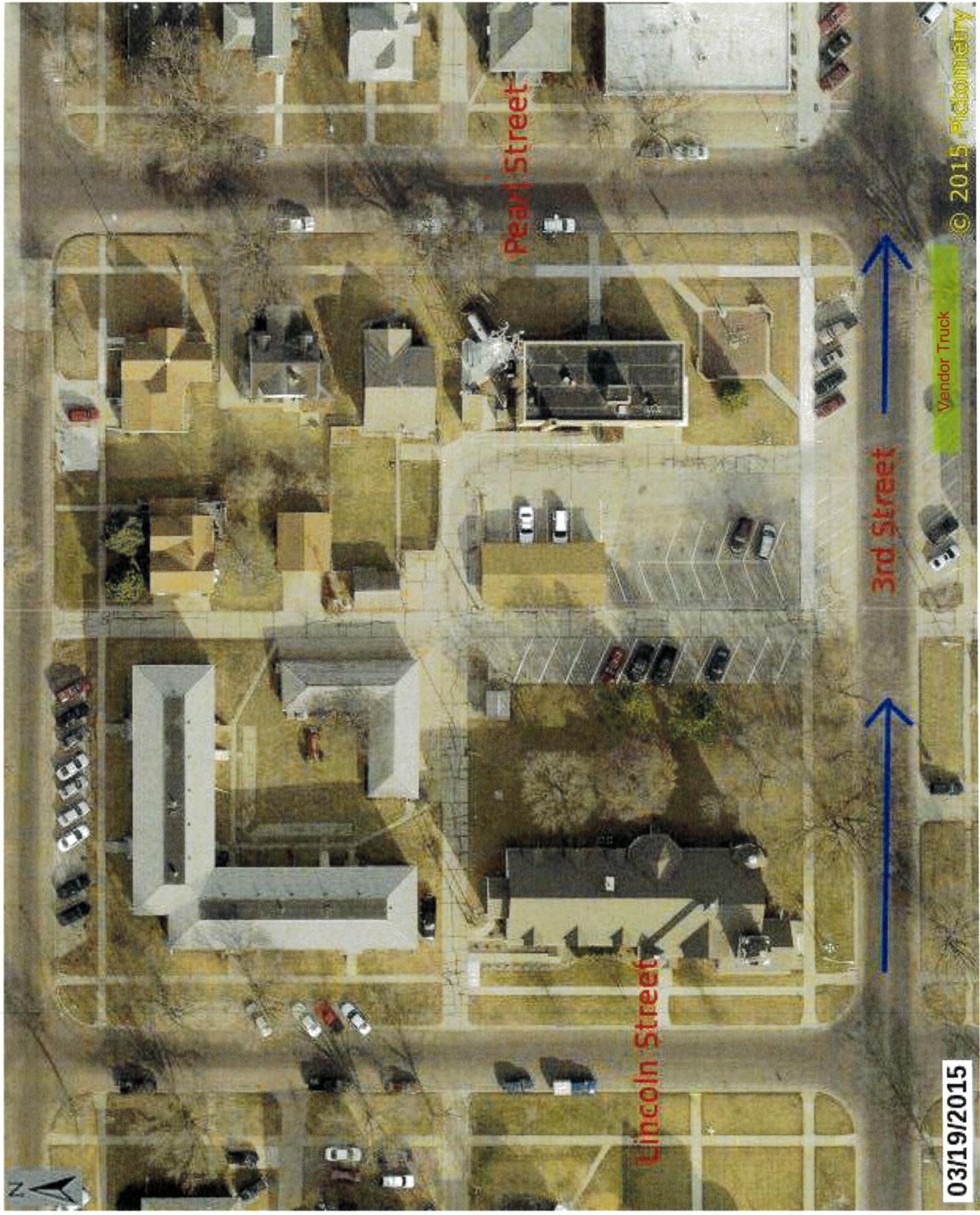
- Post no parking signs in advance of event on 3<sup>rd</sup> Street.
- Provide a forklift and operator to move pallets into the vendor's truck at the event.
- Provide barricades to place at event to reroute traffic and manage flow.
- Tow any unlawfully parked cars if needed.
- Provide safety vests and gloves for volunteers at the event.

The Wayne Green Team will provide volunteers to direct traffic, collect fees, and unload cars. Student athletes from Wayne State Men's Basketball and Women's Basketball will also assist at the event. We are using the same vendor from the last three years (Retrofit) and expect up to 20,000 pounds of electronics.

Since 2013, our community has recycled over 174,000 pounds of electronics at these collection events. Your assistance is greatly appreciated as we couldn't do it without you. Thank you for supporting electronics recycling in Wayne!

Sincerely,

Sandy Brown



Pearl Street

3rd Street

Lincoln Street

Vendor Truck

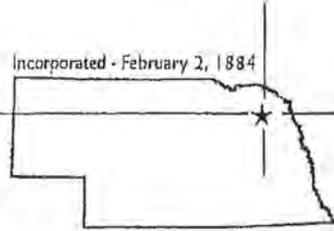
03/19/2015

© 2015 Picometry

# City of Wayne

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

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



## REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Mike Powicki rep. WSC Athletics

Address: 1111 Main St.

Telephone No.: 402-375-7571

Date of Request: 8-6-24

Description of Requested Topic:

Seek approval to shoot fireworks at a  
home football game on 9-14-24 w/  
certified pyrotechnic vendor.





City Police Department  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787

To whom it may concern:

On behalf of the Office of Student Activities at Wayne State College, I am writing to request a parade permit for the College's annual Homecoming Parade/Band Day Competition scheduled for Saturday, October 5<sup>th</sup>, 2024.

We are requesting that The City of Wayne grant a parade permit and assist in the closing of Highways 15 and 35 for the College's Homecoming/Band Day Parade. The parade will start at 1st Street and Main Street at 9:30 am and continue down Main Street, ending at the Willow Bowl (11th and Main). The parade will be done at approximately 11:30 am.

Wayne State Campus Security will assist the City Police Department with securing the parade route and affected street crossings. Please contact me by email at [amfran01@wsc.edu](mailto:amfran01@wsc.edu) or by phone at 402-375-7322 if you have any questions or concerns regarding our request.

Thank you for your time and consideration. We look forward to working with the City Police Department to facilitate another eventful parade.

Respectfully,

Amy White  
Director of Student Activities  
Wayne State College  
[Amfran01@wsc.edu](mailto:Amfran01@wsc.edu)  
402-375-7322

**RESOLUTION NO. 2024-42**

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

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1<sup>st</sup> Street to 11<sup>th</sup> Street on Saturday, October 5, 2024, from 8:00 a.m. to approximately 11:30 a.m. or until immediately after 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, Wayne State College and Wayne Area Economic Development, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage 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; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour traffic and control officers will be placed at all major intersections to reroute traffic.

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.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, 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 20<sup>th</sup> day of August, 2024.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.**

## **CONTRACT FOR SERVICES**

(Short Form)

Board of Trustees of the Nebraska State Colleges  
Chadron State, Peru State, and Wayne State Colleges

This Contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (the "College"), and City of Wayne, (the "Contractor").

The parties agree that the Contractor will perform the following work for the College as described herein in exchange for the financial consideration set forth below.

Note: The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

### **Contract Terms.**

#### ***Description of Services***

The City of Wayne will grant a parade permit and assist in the closing of Highways 15 and 35 for the College's Homecoming/Band Day Parade. The parade will start at 1st Street and Main Street at 9:30 am and continue down Main Street, ending at the Willow Bowl (11th and Main). Parade will be done at approximately 11:30 am.

#### ***Payment Amount***

No charge from the Contractor

#### ***Payment Terms***

N/A

#### ***Dates for Service Commencement and Completion***

Saturday October 5<sup>th</sup>, 2024 from approx. 9:30 am until 11:30 am

#### **New Employee Work Eligibility Status. One box below must be selected and marked.**

**Employee Work Eligibility Status.** The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- The Contractor is an individual, LLC or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the Contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

**ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

**Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <https://nitc.nebraska.gov/standards/index.html>, and are incorporated into this Contract as if fully set forth herein.

**Confidentiality.** Contractor acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. Contractor will utilize user data from the College only in the furtherance of this Contract. Contractor will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. Contractor will reimburse the College for any and all expenses incurred by the College as a result of a data breach of Contractor's systems.

If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) the Contractor agrees and acknowledges that Contractor is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information.

The Contractor further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

**Designated College Representative.** The designated College representative for purposes of monitoring and oversight of this Contract is:

|                       |              |                  |
|-----------------------|--------------|------------------|
| Amy White             | 402-375-7322 | Amfran01@wsc.edu |
| Typed or Printed Name | Telephone    | Email Address    |

**Signatures:**

| <b>CONTRACTOR</b>     | <b>COLLEGE</b>   | <b>SYSTEM OFFICE</b>  |
|-----------------------|--|-----------------------|
| _____<br>Signature    | _____<br>Signature   | _____<br>Signature    |
| _____<br>Printed Name | Angela Fredrickson<br>_____<br>Printed Name                        | _____<br>Printed Name |
| _____<br>Title        | Vice President for<br>Administration and Finance<br>_____<br>Title | _____<br>Title        |
| _____<br>Date         | _____<br>Date  | _____<br>Date         |

# City of Wayne

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

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

Incorporated - February 2, 1884



## REQUEST FOR FUTURE AGENDA ITEM

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

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

**Name:** Wayne America, Inc. (on behalf of the Cruise Main in Wayne Committee)

**Address:** 108 W 3rd Street, Wayne, NE 68787

**Telephone No:** 402.375.2240

**Date of Request:** August 6, 2024

**Description of Requested Topic:** Wayne America, Inc, on behalf of the Cruise Main in Wayne Committee, is requesting a street closure along W 5th Street on Friday, September 20, 2024.

The proposed street closure would coincide with the final Cruise Main in Wayne event on Friday, September 20, 2024, and would allow the Committee to add entertainment to the event for both Cruise Main patrons and Wayne residents. Please review the attached letter and maps for the street closure and event details.

To ensure adequate time for event planning and securing the required event insurance, we ask that this request be placed on the August 20 Agenda.

**Submitted by:** Luke Virgil  
Director, Wayne America, Inc.





# WAYNE AMERICA

August 7, 2024

Wayne City Council  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

Members of the Council:

On behalf of the Cruise Main in Wayne Committee, Wayne America, Inc. is requesting a street closure on Friday, September 20, 2024. Attached are maps of the proposed street closure and how the space will be used.

On Friday, September 20, the Cruise Main in Wayne Committee is hosting their final Cruise Main in Wayne event of 2024. To enhance the event, the Committee has secured a band to provide additional entertainment for Cruise Main patrons and Wayne residents. If the street closure request is approved, Wayne America, Inc. will secure event insurance via its Special Events policy.

The street closure request is from 4:30p until Midnight on Friday, September 20, and would include the following area:

- W 5th Street from the intersection of Main Street proceeding west to the 100-block alley (approx. 150 feet)
- Within the street closure, restrict terrace parking along the south side of the street ROW (approx. 150 feet, 9 stalls of angled parking)

We ask that the street closure and parking restriction be properly identified so that event set-up is not delayed and suggest that signs be installed early Friday morning near 5th Street and along the terrace parking.

Wayne America, Inc. and the Cruise Main in Wayne Committee greatly appreciate the City's continued support of Cruise Main in Wayne, as well as the presence of or aid from the various City departments at each event. Please email me at [lvirgil@WayneAmerica.org](mailto:lvirgil@WayneAmerica.org) if you have any questions or concerns regarding these requests.

Sincerely,

Luke Virgil  
Director of Ec. Dev.  
Wayne America, Inc.

## PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA

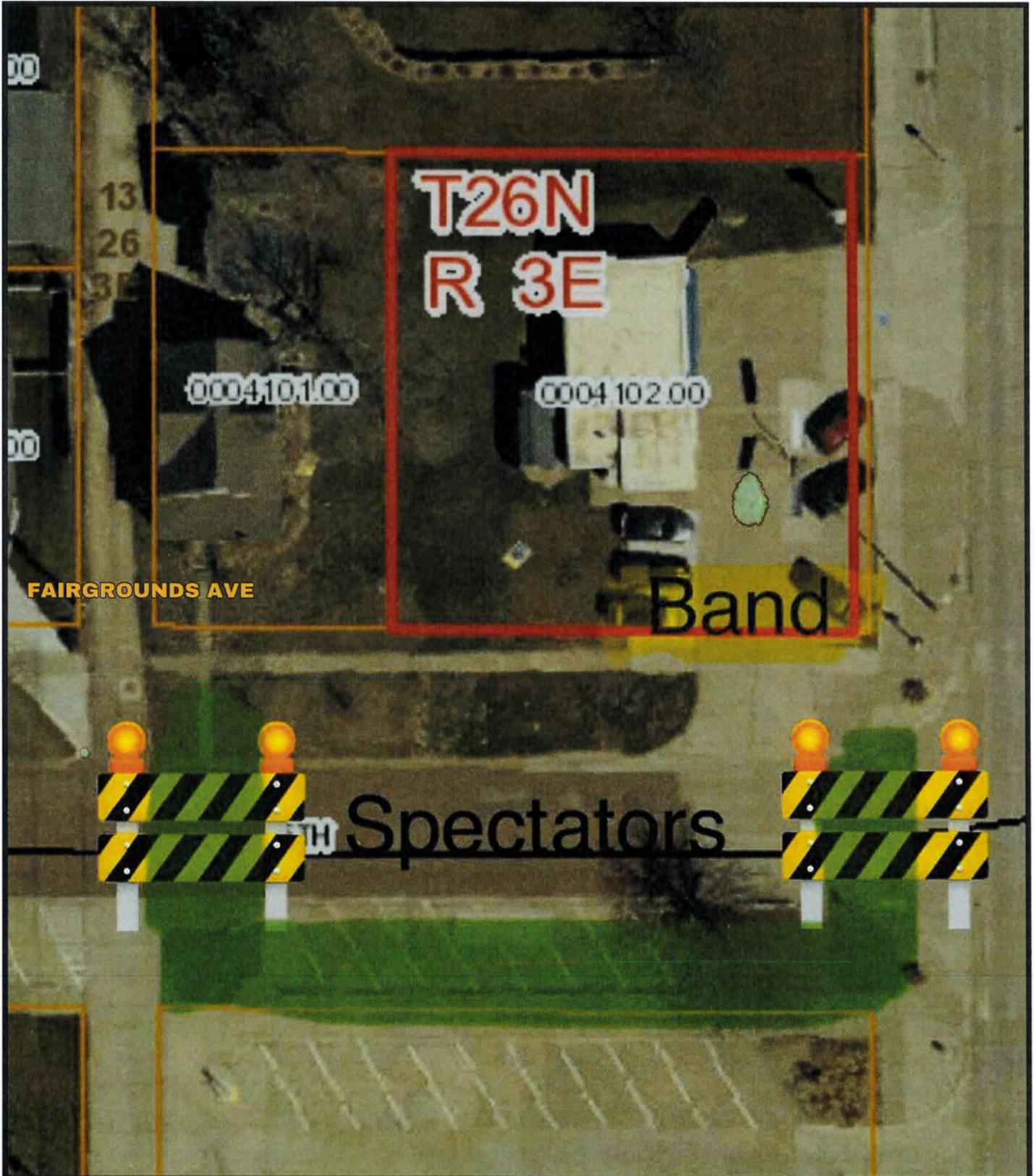
# STREET CLOSURE PROPOSAL

CRUISE MAIN IN WAYNE

FRIDAY, SEPT. 20, 2024



**EVENT LAYOUT**  
**CRUISE MAIN IN WAYNE**  
**FRIDAY, SEPT. 20, 2024**



**RESOLUTION NO. 2024-43**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE FURNISHING OF AN “ELECTRIC POWER TRANSFORMER — NORTHEAST SUBSTATION PROJECT.”**

WHEREAS, three bids were received on July 31, 2024, on the furnishing of an “Electric Power Transformer – Northeast Station Project;” and

WHEREAS, the bids have been reviewed by the City’s Engineer on the project, DGR Engineering; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the furnishing of an “Electric Power Transformer – Northeast Station Project,” as submitted by the following contractor:

| <u>Bidder</u>   | <u>Amount</u>  |
|---|----------------|
| Niagara Power Transformer Corporation<br>1755 Dale Road<br>Buffalo NY 14225 | \$1,383,845.00 |

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

PASSED AND APPROVED this 20<sup>th</sup> day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



August 15, 2024

City of Wayne  
Attn: Wes Blecke, City Administrator  
306 Pearl Street  
Wayne, NE 68787

RE: **Recommendation of Award of Contract**  
**Furnishing an Electric Power Transformer – Northeast Substation**  
DGR Project No. 412307

Dear Wes:

We have completed our review of the bids received on July 31, 2024 for furnishing a new substation power transformer. Three (3) bids were received, which we have checked for mathematical accuracy and compliance with the bid specifications. A bid summary form is enclosed for your reference, which we will send to each of the bidders. The bids received ranged in total purchase price from \$1,383,845.00 to \$1,624,200.00.

Niagara Power Transformer Corporation of Buffalo, NY submitted the low bid in both purchase price of \$1,383,845.00 and evaluation price \$1,501,181.00. Niagara's delivery time is Q2 of 2027. Pennsylvania Transformer Technology, LLC (PTT) submitted the second lowest bid, with a purchase price of \$1,559,810.00 and an evaluation price of \$1,678,290.00. The guaranteed delivery date submitted by PTT was within the desired timeline, however, they applied their terms and conditions, and their evaluation price was \$177,109.00 additional cost over the life of the transformer. Therefore, we recommend Niagara and know of no reasons why they would not perform well on this project. It should be noted that all three transformers base their bids on price indexing, so the final price of Niagara will be determined eight weeks prior to shipment.

Please review our recommendation and feel free to contact us with any questions you or the Council may have. Please let us know when an award has been made, and we will proceed with preparing the Contract Documents for signatures.

Best Regards,

DGR Engineering

A handwritten signature in black ink that reads 'Paul Davis'.

Paul Davis, P.E.  
Enclosure: Bid Summary  
PAD:ste

**BID SUMMARY**

**Furnishing an Electric Power Transformer - Northeast Substation**  
**City of Wayne**  
**Wayne, Nebraska**



DGR Project No. 412307  
 Bid Letting: July 31, 2024 - 2:00 PM  
 City of Wayne  
 Page 1 of 1

67 kV Delta to 13.8 kV GRDY/7.97 kV  
 16.8/28 MVA 65°C

| Bidder and Address   | Bid Security | Purchase Price | Evaluation Price | Manufacturer/ Location  | Delivery Date   | Comments |
|--|--------------|----------------|------------------|-------------------------|-----------------|----------|
| Niagara Power Transformer Corp.<br>1755 Dale Road<br>Buffalo, NY 14225         | 5% Bid Bond  | \$1,383,845.00 | \$1,501,181.00   | Niagara/<br>Buffalo, NY | Q2 2027         |          |
| Pennsylvania Transformer Technology<br>30 Curry Avenue<br>Canonsburg, PA 15317 | 5% Bid Bond  | \$1,559,810.00 | \$1,678,290.00   | PTT/<br>Canonsburg, PA  | 50-54 Weeks ARO |          |
| WEG Transformers USA<br>6350 Weg Drive<br>Washington, MO 63090                 | 5% Bid Bond  | \$1,624,200.00 | \$1,729,099.60   | WEG/<br>Washington, MO  | 140 Weeks ARO   |          |

Corrected Bid Amounts Shown Shaded

**RESOLUTION 2024-44**

**A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A PRECAST CONCRETE RESTROOM/SHOWER BUILDING (NAVAJO MODEL) FOR \$297,962 FROM CXT PRECAST CONCRETE PRODUCTS, AS PER THE BID PROPOSAL RECEIVED THROUGH THE SOURCEWELL COOPERATIVE PRICING PROGRAM.**

WHEREAS, City staff have prepared specifications for a precast concrete restroom/shower building and related equipment; and

WHEREAS, City staff solicited a proposal from CXT Precast Concrete Products for the purchase of a precast concrete restroom/shower building and related equipment through the Sourcewell Cooperative Pricing Program; and

WHEREAS, staff has reviewed the proposal and recommends that the building and related equipment, as submitted by the following vendor, is the lowest, responsible and best price received:

| <u>Name and Address</u>   | <u>Amount of Base Bid</u> |
|---|---------------------------|
| CXT Precast Concrete Products<br>606 N Pines Rd, Suite 202<br>Spokane Valley WA 99206 | \$297,962.00              |

BE IT RESOLVED that the proposal, as above set forth, filed with the City Clerk for the purchase of a precast concrete restroom/shower building and related equipment be, and the same is hereby accepted.

BE IT FURTHER RESOLVED that documents by and between the City and the vendor necessary to order and procure said equipment be executed within fifteen (15) days of the Notice of Award.

PASSED AND APPROVED this 20<sup>th</sup> day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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





CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

**Remitting by check:**

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

**Remitting by ACH or wire transfer:**

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfooster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

## OPTIONS

**Exterior Color(s)** (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

|  |                                       |   |   |
|--|---------------------------------------|---|---|
| <input type="checkbox"/> Amber Rose    | <input type="checkbox"/> Berry Mauve  | <input type="checkbox"/> Buckskin       | <input type="checkbox"/> Cappuccino Cream |
| <input type="checkbox"/> Charcoal Grey | <input type="checkbox"/> Coca Milk    | <input type="checkbox"/> Evergreen      | <input type="checkbox"/> Georgia Brick    |
| <input type="checkbox"/> Golden Beige  | <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Hunter Green   | <input type="checkbox"/> Java Brown       |
| <input type="checkbox"/> Liberty Tan   | <input type="checkbox"/> Malibu Taupe | <input type="checkbox"/> Mocha Caramel  | <input type="checkbox"/> Natural Honey    |
| <input type="checkbox"/> Nuss Brown    | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Pueblo Gold    | <input type="checkbox"/> Raven Black      |
| <input type="checkbox"/> Rich Earth    | <input type="checkbox"/> Rosewood     | <input type="checkbox"/> Sage Green     | <input type="checkbox"/> Salsa Red        |
| <input type="checkbox"/> Sand Beige    | <input type="checkbox"/> Sun Bronze   | <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Western Wheat    |

Special roof color # \_\_\_\_\_ Special wall color # \_\_\_\_\_

Special trim color # \_\_\_\_\_

**Stone Color** (Mark option with an X.) \*If option is not available, verify stone option is selected on previous page.

Basalt\*       Mountain Blend\*       Natural Grey\*       Romana\*

**Roof Texture** \*If option is not available, verify roof texture option is selected on previous page.

Ribbed Metal\*

**Wall Texture(s)** (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)  
\*If option is not available, verify wall texture option is selected on previous page.

Split Face Block\*       Horizontal Lap\*       Board & Batt\*       Stucco\*\*  
 Brick\*\*       Distressed Wood\*\*

**Stone Wall Texture** (bottom texture only) \*If option is not available, verify stone option is selected on previous page.

Napa Valley\*\*       River Rock\*\*       Flagstone\*\*       Stacked Rock\*\*

*\*\*Textures not included in CXT's quote are additional cost.*

### Door Opener

Non-locking ADA Handle       Privacy ADA Latch       Pull Handle/Push Plate

Deadbolt

### Accessible Signage

Men       Women       Unisex

### Toilet Paper Holder

2-Roll Stainless Steel       3-Roll Stainless Steel

Notes:

cxtinc.com  
800.696.5766



**RESOLUTION NO. 2024-45**

**A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #7 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE “WAYNE PRAIRIE PARK DEVELOPMENT PROJECT.”**

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, the Wayne City Council approved Letter Agreement Amendment #4 on the “Wayne Prairie Park Development Project” on April 18, 2023, for an additional fee of \$69,000; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #5 on the “Wayne Prairie Park Development Project” on November 21, 2023, for an additional fee of \$80,000; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #6 on the “Wayne Prairie Park Development Project” on January 16, 2024, for an additional fee of \$21,850; and

WHEREAS, said original Letter Agreement has now been amended (Letter Agreement Amendment #7) to include additional services described therein for the “Wayne Prairie Park Development Project” to be performed by Olsson for an additional fee of not to exceed \$34,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Letter Agreement Amendment #7 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 20<sup>th</sup> day of August, 2024.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



## LETTER AGREEMENT AMENDMENT #7

Date: August 20, 2024

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: Additional Services for Prairie Park

### 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 Services

##### **Construction Design Services**

The following Design Services are anticipated for this project

- Design of Storm Sewer System North of Existing Ball Fields
- Parks & Rec Building Layout and Coordination
- Transformer and Lighting Layout and Coordination
- Lake to Dog Park Bike Trail Connection
- Lighting Plan Review & Layout

##### **Construction Administration/Observation**

The following Construction Services are anticipated for this project

- Additional Staking for Parks & Rec Building, Electrical, Bike Trail, & Curb/Gutter Tapers.
- Construction Services for Additional Items
- Lake to Existing Bike Trail Staking & Observation

#### **Project Exclusions:**

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

- Out of Scope Design, Survey, or Construction Services.
- Legal Survey Services (ALTA, Boundary, Easements, etc.)
- Permit Fees

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

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

### **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date: August 2024  
Anticipated Completion Date: December 2024

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 **CONSTRUCTION SERVICES**, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to the letter agreement and previously approved amendments. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's **CONSTRUCTION SERVICES** will be provided on a **time-and-expense basis not to exceed Thirty Four Thousand Dollars (\$34,000.00)**.

**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 Matthew Smith  
Matthew Smith, PE

By Taylor Kube  
Taylor Kube, PE

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: \_\_\_\_\_

**RESOLUTION NO. 2024-46**

**A RESOLUTION APPROVING THE PROPOSAL OF REEDER CREATIVES, LLC, D/B/A REEDER AIRWORKS, FOR THE RECREATION OF THE “CARLOS FREY MURAL” LOCATED AT 313 MAIN STREET.**

WHEREAS, the Wayne Art Committee has been meeting and discussing options for an art project; and

WHEREAS, the Wayne Art Committee has sought a proposal from Reeder Creatives, LLC, d/b/a Reeder Airworks, to recreate the “Carlos Frey Mural” at 313 Main Street; and

WHEREAS, after review of the proposal, the Wayne Art Committee is asking for Council approval of the same in the amount of \$28,180; and

WHEREAS, there is \$55,000 in the 2023/2024 budget to be used by the Wayne Art Committee on art projects.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal of Reeder Creatives, LLC, d/b/a Reeder Airworks, a copy of which is attached hereto and incorporated herein by reference, be approved as recommended.

PASSED AND APPROVED this 20<sup>th</sup> day of August, 2024.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



Reeder Creatives LLC dba

# Reeder Airworks

**Karl Reeder**

1673 Parkdale Cir S - Erie CO 80516

## Bid

|          |       |
|----------|-------|
| Date     | Bid # |
| 8/1/2024 | 238   |

|  |
|--|
| Name / Address   |
| City of Wayne<br>c/o Luke Virgil<br>108 W 3rd St<br>Wayne NE 68787 |

|         |
|---------|
| Project |
|         |

| Description  | Qty | Cost      | Total              |
|--|-----|-----------|--------------------|
| Recreation of Carlos Frey Mural at 313 Main Street on panels; installed  | 1   | 9,500.00  | 9,500.00           |
| Labor to build frame for panels, install panels, prep and paint panels, layout of mural.                                     | 1   | 12,000.00 | 12,000.00          |
| Labor to paint a recreation of Carols Frey image; apply clearcoat.   | 1   | 1,200.00  | 1,200.00           |
| Labor to install mural panels on 313 Main Street, Wayne NE.  | 1   | 4,430.00  | 4,430.00           |
| Materials used to recreate mural - panels, paint, clearcoat, lumber & screws.  | 1   | 1,050.00  | 1,050.00           |
| Trailer rental to transport panels and travel costs.   | 1   |           |                    |
| *Customer agreed to supply lift for installation of panels.  |     |           |                    |
| Payment of approximately half down is required to schedule your job, with remaining balance due immediately upon completion. |     |           |                    |
| Sales Tax for Erie, Boulder County-2023 rates  |     | 8.685%    | 0.00               |
| <b>Total</b>   |     |           | <b>\$28,180.00</b> |

|              |                           |                        |
|--------------|---------------------------|------------------------|
| Phone #      | E-mail                    | Web Site               |
| 303-903-7830 | brenda@reederairworks.com | www.reederairworks.com |