

(Amended: 3/16/2020)

AGENDA  
CITY COUNCIL MEETING  
March 17, 2020

**Location: Wayne City Auditorium: 220 South Pearl Street**

1. **Call the Meeting to Order – 5:30 p.m.**

**Location Change: City Auditorium - 220 South Pearl Street**

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.

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

3. **Approval of Minutes – March 3, 2020**
4. **Approval of Claims**
5. **Proclamation – April as “Fair Housing Month”**
6. **Action on the recommendation of the Northeast Nebraska Economic Development District to lend an additional \$10,000 to Retail Reclaimers, LLC, for a total of \$155,000 or the total balance of Wayne’s Revolving Loan Fund Account and sub-grant the funds to NED, Inc., to lend to Retail Reclaimers, LLC, utilizing the Non-Profit Development Organization process**

**Background:** Retail Reclaimers, LLC, was approved for a \$145,000 loan from Wayne’s Community Development Block Grant (CDBG) Revolving Loan Fund (RLF) on 11-5-2019. This loan is to open an Ace Hardware and Home Store to be located at the former Shopko building at 615 Dearborn Street in Wayne. That was the total available balance at that time. This loan was approved for a term of 15 Years at a fixed rate of 0.00%, but has not yet been loaned to the business. Once the loan is closed, payments will start 12 months after the initial opening of the store followed by regular principal payments over the next 15 years. Since that time, the only remaining Wayne RLF loan was paid in full on 3-2-2020. This added another \$10,000, leaving approximately a \$155,000 balance in this account.

At the direction of the Nebraska Department of Economic Development (DED) to close out local RLF programs, NENEDD staff is recommending the additional \$10,000 be loaned to Retail Reclaimers, LLC, for their project. This will be a total of \$155,000 or the exact balance of Wayne’s CDBG RLF account at the time of loan closing. These funds will be sub-granted to NED, Inc., as a Non-profit Development Organization (NDO), who will in turn lend the \$155,000 to Retail Reclaimers, LLC. All other rate, terms, and collateral of the initial 11-5-2019 loan approval will remain the same. The Northeast Loan committee also recommends the additional \$10,000 for approval.

7. **Public Hearing: To consider the Planning Commission’s recommendation in regard to amending the Zoning Text, specifically Section 152.132 (E) Unattached Accessory Use. The applicant, Providence Medical**

**Center, wishes to amend this section to allow a medical facility to build a larger accessory structure than is currently allowed by City Code.**

**Background:** The Planning Commission held a public hearing on March 2, 2020, on this matter and is recommending that Wayne Municipal Code Section 152.132 (E) be amended to add the following language thereto: These restrictions on size of accessory structures shall not pertain to hospitals, medical care facilities, educational facilities, or public facilities.

8. **Ordinance 2020-5: Amending Wayne Municipal Code, Section 152.132 (E) Unattached Accessory Use**

9. **Public Hearing:** To consider the Planning Commission's recommendation in regard to a rezoning request for Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska. The applicant for the request is the City of Wayne who is seeking to rezone the area from I-1 Light Industrial and Manufacturing to R-4 Residential.

**Background:** The Planning Commission held a public hearing on March 2, 2020, on this matter and is recommending that Lot 3, Southeast Addition be rezoned from I-1 to R-4.

10. **Ordinance 2020-6: Amending the Zoning Map – Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska**

11. **Resolution 2020-11: Accepting proposal and awarding contract on the Well No. 7 Chemical Storage Room Addition Project — Bencoter Construction for \$19,425**

**Background:** Two proposals were received on this project and are included in the packet. Staff recommendation is to award the contract to the low bidder, Bencoter Construction, for \$19,425. The other proposal submitted was from Leseberg Masonry and Construction for \$21,816.00. Bencoter Construction met the City's insurance requirements.

12. **Resolution 2020-12: Accepting Bid and Awarding Contract on the "Restoration of Walking Trail Repair Project" — M & B Quality Concrete, LLC - \$899,202.25**

**Background:** Two bids were received on this project. The recommendation of the Project Engineer, Leo A Daly, is to accept the bid and award the contract to the low bidder, M & B Quality Concrete, LLC, of Norfolk, Nebraska, for \$899,202.25. The other bid submitted was from Robert Woehler & Sons Construction, Inc., for \$1,276,775.75.

13. **Update on Community Activity Center Improvements and action to direct staff to seek bids on the track repair project**

14. **Resolution 2020-13: Amending Schedule of Fees**

**Background:** The amendments pertain only to the Community Activity Center and are highlighted in red.

15. **Resolution 2020-14: Authorizing the purchase of a Portable Air Compressor as per the State Bid proposal received from Logan Contractors Supply, Inc., for \$21,625.00**

**Background: Joel Hansen, Street and Planning Director, would like to replace the 1990 portable air compressor with this new one from Logan Contractors Supply, Inc., for \$21,625.00, which is through the State Bid process. \$22,000 was placed in this year's budget to replace the 1990 air compressor.**

16. **Appointments:**

Bob McLean to the Civil Service Commission  
Andy Haslit to the Civil Service Commission

**Reappointments:**

Chele Meisenbach to the Planning Commission (term will expire 6/30/2021)  
Mark Sorensen to the Planning Commission (term will expire 6/30/2022)

17. **Update and possible action (Resolution 2020-15) on additional engineering services for the “Transmission Water Main from North Well Field to City Limits Project” — JEO Consulting Group, Inc.**
18. Update on Lift Station No. 2 Repair
19. **Update on Swimming Pool Issue — JEO Consulting Group, Inc.**
20. Update on COVID 19
21. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
March 3, 2020**

The Wayne City Council met in regular session at City Hall on March 3, 2020, 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, Jon Haase, Jennifer Sievers, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Dwaine Spieker.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on February 20, 2020, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Council Chambers 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 Sievers made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of February 18, 2020, 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 Spieker who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ACES, SE, 928.29; AMERICAN BROADBAND, SE, 2417.99; AMERITAS, SE, 122.04; AMERITAS, SE, 3537.30; AMERITAS, SE, 72.00; AMERITAS, SE, 89.61; APPEARA, SE, 97.08; BLACK HILLS ENERGY, SE, 1184.79; BLUE CROSS BLUE

SHIELD, SE, 49174.25; BOK FINANCIAL, SE, 11090.00; BOK FINANCIAL, SE, 29330.63; BOMGAARS, SU, 27.97; BROWN SUPPLY, SU, 2939.00; BSN SPORTS, SU, 690.58; CENTURYLINK, SE, 421.95; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 820.42; CITY EMPLOYEE, RE, 486.16; CITY EMPLOYEE, RE, 325.80; CITY EMPLOYEE, RE, 3875.42; CITY EMPLOYEE, RE, 152.70; CITY EMPLOYEE, RE, 262.34; CITY OF WAYNE, PY, 93952.67; CIVICPLUS, SE, -4,375.00; COPY WRITE PUBLISHING, SE, 168.66; CORE & MAIN, SU, 5720.92; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 124.34; DEMCO, SU, 204.76; DIETRICH UPHOLSTERY, SE, 300.00; DUTTON-LAINSON COMPANY, SU, 1278.38; EASYPERMIT POSTAGE, SU, 1947.67; EBIX, SU, 217.80; ECHO GROUP, SU, 959.13; EMPLOYERS MUTUAL CASUALTY, SE, 996.08; FIRST CONCORD GROUP, SE, 2797.80; FLOOR MAINTENANCE, SU, 376.66; GILL HAULING, SE, 261.25; GROSSENBURG IMPLEMENT, SU, 6.75; HACH COMPANY, SU, 43.08; HAWKINS, SU, 220.96; HILAND DAIRY, SE, 187.75; HOLIDAY INN OF KEARNEY, SE, 419.80; HOMETOWN LEASING, SE, 433.87; ICMA, SE, 8046.08; IRS, TX, 15588.10; IRS, TX, 11382.85; IRS, TX, 3645.54; ITRON, SE, 235.00; JACK'S UNIFORMS, SU, 902.62; JEO CONSULTING GROUP, SE, 1799.37; JOHN'S WELDING AND TOOL, SU, 332.00; MAIN STREET GARAGE, SE, -383.52; MAJESTIC THEATER, SU, 45.00; MARCO, SE, 175.92; MARRIOTT HOTELS, SE, 550.00; MCCORMICK DRAIN SERVICE, SE, 595.00; METERING & TECHNOLOGY SOLUTIONS, SU, 3170.55; MICHAEL TODD & CO, SU, 1239.34; MILLER LAW, SE, 5416.67; NE DEPT OF REVENUE, TX, 4623.82; NE DHHS, FE, 40.00; NORTHEAST POWER, SE, 19171.64; NORTHEAST POWER, SE, 5514.00; NORTHEAST TIRE SERVICE, SU, 1800.00; NOVA FITNESS EQUIPMENT, SE, 723.98; ONE CALL CONCEPTS, SE, 26.13; OVERHEAD DOOR, SE, 342.50; QHA CLEANING, SE, 2450.00; QUALITY 1 GRAPHICM, SU, 20.00; QUALITY FOOD CENTER, SU, 13.98; STAPLES, SU, 115.43; STATE FARM INSURANCE, SE, 563.00; STATE NEBRASKA BANK-PETTY CASH, RE, 95.95; STEFFEN TRUCK EQUIPMENT, SU, 347.62; SUN RIDGE SYSTEMS, SE, 3075.00; TOM'S BODY & PAINT SHOP, SE, 219.50; TYLER TECHNOLOGIES, SE, 1323.30; UNITED RENTALS, SU, 715.00; USA BLUE BOOK, SU, 137.86; VIAERO, SE, 67.60; WAED, SE, 8222.92; WAYNE COUNTRY CLUB, RE, 7997.00; WAPA, SE, 19762.95; WISNER WEST, SU, 118.95

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

City Clerk McGuire advised the Council she had received a Manager Application on behalf of Kyle Schellpeper for the Wayne Country & Golf Club. Council can either approve, deny or make no recommendation to the Nebraska Liquor Control Commission.

Rusty Parker, President of the Wayne Country Club Board of Directors, introduced Kyle Schellpeper, the head golf pro and golf manager.

Marlen Chinn, Police Chief, stated he reviewed the information that was on Mr. Schellpeper's application and had a question. He contacted the Liquor Commission Inspector

who had the same question, but could not provide an immediate answer before tonight's meeting. Therefore, he could not recommend approval or denial of the application. A vote of no recommendation would still continue the process with the Liquor Commission, which is what he was recommending at this time.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, to make no recommendation on the Manager Application on behalf of Kyle Schellpeper for the Wayne Country & Golf Club to the Nebraska Liquor Commission. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Spieker who was absent, the Mayor declared the motion carried.

Anthony Cantrell, on behalf of the Wayne High School, and in conjunction with EVERON (Electric Vehicle Energy Research of Nebraska), was present requesting Council consideration to closing off a portion of East 10<sup>th</sup> Street from Angel Avenue to Hillside Drive for an electric vehicle power drive rally on Saturday, May 2<sup>nd</sup>, from 8:00 a.m. until 5:00 p.m. for the 2020 Power Drive State Championship and to have the City provide portable restrooms.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving the request of Anthony Cantrell, on behalf of the Wayne High School, and in conjunction with EVERON (Electric Vehicle Energy Research of Nebraska), to close off a portion of East 10<sup>th</sup> Street from Angel Avenue to Hillside Drive for an electric vehicle power drive rally on Saturday, May 2<sup>nd</sup>, from 8:00 a.m. until 5:00 p.m. for the 2020 Power Drive State Championship and to have the City provide portable restrooms. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Spieker who was absent, the Mayor declared the motion carried.

Luke Virgil, Director of Wayne Area Economic Development, presented the semi-annual report of the LB840 activity.

Councilmember Sievers introduced Ordinance No. 2020-2 and moved for approval thereof; Councilmember Buck seconded.

ORDINANCE NO. 2020-2

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-12 STOP SIGN LOCATIONS; EAST OF MAIN STREET, SOUTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Discussion took place regarding this ordinance that was brought forward from Council direction at the last meeting to place stop signs at the intersection of 6<sup>th</sup> and Windom Streets.

Councilmember Eischeid, who is a State Patrolman, explained that putting a stop sign or yield sign at this location is not going to fix the problem. The more we add these throughout the community, the less people are going to abide by them. He sees close calls everywhere throughout the day. He suggested that since Nebraska Street is going to be closed and redone, he would like to wait on any action until after that time. If we continue to have problems, then the ordinance or matter can be brought back for consideration.

After further discussion by Council, Mayor Giese stated the motion, and the result of roll call being all Nays, with the exception of Councilmembers Buck, Sievers, and Karsky who voted yea, and Councilmember Spieker who was absent, the Mayor declared the motion failed.

No action was taken on Agenda Item No. 9 – Ordinance No. 2020-3 Amending Wayne Municipal Code Title VII Traffic Code, Chapter 78 Parking, Section 78-9 Yield Signs; Location (deleting the yield sign at 6<sup>th</sup> & Windom Streets).

Brian Kesting, Information Technology Specialist, updated the Council on the ransomware attack that hit Wayne on the morning of February 18<sup>th</sup>.

City Administrator Blecke stated the City received “Statement of Qualifications” from five engineering firms for the “2020 Pine Heights Road Improvements, 9<sup>th</sup> to 10<sup>th</sup> Street Project.” This is in conjunction with the grant the City received for street and storm sewer

improvements in this area. A committee reviewed and scored the “Statement of Qualifications” and is recommending that the firm of JEO Consulting Group, Inc., be approved as the special engineer for this project. In addition, the proposed Resolution will also approve the agreement between the City and JEO Consulting Group, Inc., for professional services for said project at a cost of \$162,610. This amount was negotiated by Jan Merrill, Northeast Nebraska Economic Development District. City staff does not see fee proposals from any of the engineers until this point in the process.

Roger Protzman, representing JEO Consulting Group, Inc., was present to answer questions. He noted they are required to do some mandatory tasks as part of this grant.

Administrator Blecke stated the complexity of the intersection and Pine Heights and 10<sup>th</sup> Street is the biggest driver in the cost of these engineering fees. We are also looking at some other issues on 10<sup>th</sup> Street that could get involved, such as raising part of 10<sup>th</sup> Street. There are some complexities with this project that the Nebraska Street project did not have, and he is comfortable with what Ms. Merrill is recommending.

Mayor Giese wanted the engineer to take into account the bigger picture — the college acquiring more property and ultimately creating more drainage in that area in the future. Mr. Protzman noted that in the scope of services, there is a drainage study that will look at some of those things.

Councilmember Brodersen introduced Resolution No. 2020-9 and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2020-9

A RESOLUTION APPOINTING JEO CONSULTING GROUP, INC., AS THE SPECIAL ENGINEER TO BE USED FOR THE DESIGN AND CONSTRUCTION OF THE “2020 PINE HEIGHTS ROAD IMPROVEMENTS, 9<sup>TH</sup> TO 10<sup>TH</sup> STREET PROJECT” — CDBG NO. 19-PW-017 AND APPROVING AGREEMENT BETWEEN THE CITY OF WAYNE AND JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE “2020 PINE HEIGHTS ROAD IMPROVEMENTS, 9<sup>TH</sup> TO 10<sup>TH</sup> STREET PROJECT” — CDBG NO. 19-PW-017.

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

Administrator Blecke stated the following Resolution would approve an agreement with Certified Testing Services, Inc., for concrete/construction materials testing for the “2020 Pine Heights Road Improvements, 9<sup>th</sup> to 10<sup>th</sup> Street Project” – CDBG No. 19-PW-017. The fee of approximately \$10,050 is for conducting 15 concrete tests with cylinder breaks. This is not a lump sum proposal. Certified Testing Services will only bill us for work completed.

Councilmember Eischeid introduced Resolution No. 2020-10 and moved for its approval; Councilmember Brodersen seconded.

#### RESOLUTION NO. 2020-10

A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR GEOTECHNICAL EXPLORATION SERVICES FOR THE “2020 PINE HEIGHTS ROAD IMPROVEMENTS, 9<sup>TH</sup> TO 10<sup>TH</sup> STREET PROJECT” — CDBG NO. 19-PW-017 - \$10,050.

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

Casey Junck, Water Supervisor, and Roger Protzman, representing JEO Consulting Group, Inc., gave an update on the issues that are taking place with Lift Station No. 2 at the Wastewater Treatment Plant. This lift station handles every gallon of sewage that goes through town. Upon inspection, two of the four pumps have come loose from the brackets and are floating loose in the lift station, but until they find a way to divert the entire flow of the town and drain this, they do not know what they are dealing with. Staff contacted 4 companies and could not find anyone to help. Mr. Protzman then became involved and contacted Hawkins Construction of Omaha who was able to help. In addition, a company by the name of Rain to Rent has been contacted who will shut down the lift station and bypass all of the flow straight to the end works facility. Hawkins Construction and Rain to Rent work in conjunction with one

another. The proposal from Hawkins Construction is \$93,311 and the proposal from Rain to Rent is \$19,302.83. The money to pay for this will come out of the reserves.

Mayor Giese explained in order to accept the proposals of Hawkins Construction and Rain to Rent without going out for bids, we must declare this an “emergency” by way of the following Ordinance.

Councilmember Karsky introduced Ordinance 2020-4, and moved for its approval; Councilmember Buck seconded.

#### ORDINANCE NO. 2020-4

AN ORDINANCE DECLARING AN EMERGENCY IN THE CITY OF WAYNE, NEBRASKA.

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

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

Councilmember Karsky made a motion, which was seconded by Councilmember Eischeid, to move for final approval of Ordinance No. 2020-4. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Spieker who was absent, the Mayor declared the motion carried.

Council consensus was to hold a town hall meeting on annexation on April 21<sup>st</sup>, at the Wayne Fire Hall at 5:30 p.m.

Mayor Giese requested Council consideration to the following appointments to the Architectural Review Committee: Councilmembers Brodersen and Karsky and Andy Haslit, Art History Professor at Wayne State College.

Administrator Blecke provided background on the Architectural Review Committee. The Committee was put together/established back in 2013 to review projects that were receiving any type of city incentive. The Committee (Councilmembers Kaki Ley, Jill Brodersen and Jon Haase) has not met for a while, and Councilmember Ley, who was one of the original members of the committee, is no longer on Council.

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, approving the appointment of Councilmembers Jill Brodersen and Jason Karsky and Andy Haslit, Wayne State College Art History Professor, to the Architectural Review Committee. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Spieker who was absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:03 p.m.



Vendor	Payable Description	Payment Total
AMERICAN UNDERGROUND SUPPLY, LLC	BATTERY CHARGER	174.70
AMGL	AUDIT OF FINANCIAL STATEMENTS	28,650.00
APPEARA	LINEN & MAT SERVICE	49.00
BAKER & TAYLOR BOOKS	BOOKS	845.98
BARCO MUN PRODUCTS INC	BUCKLE STRAP	209.38
BOMGAARS	TOOLS/PAINT	1,257.26
BORDER STATES INDUSTRIES, INC	SPOT LIGHT	188.60
BSN SPORTS, INC	FUSE/DUMBBELLS	71.94
CARHART LUMBER COMPANY	PAINT/WOOD/BATTERIES/FLOOR GAP	507.29
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,591.08
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	396.17
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,720.05
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	9.54
DANKO EMERGENCY EQUIPMENT	CLAMP	58.32
DANLADI, PHIMWANALA	ADULT BASKETBALL REF	360.00
DANLADI, PHIMWANALA	ADULT BASKETBALL REF	60.00
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	51.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY	2,447.75
DIETRICH UPHOLSTERY	UPHOLSTER SEATS	-300.00
DIETRICH UPHOLSTERY	UPHOLSTER SEATS	190.00
ECHO GROUP INC JESCO	WALL THERMOSTAT FUSE	12.01
ED M. FELD EQUIPMENT CO INC	HOSE KIT	120.00
ESRI	ARCGIS MAINTENANCE	2,123.70
EVETOVICH, MARK	ADULT BASKETBALL REF	60.00
EVETOVICH, MARK	ADULT BASKETBALL REF	360.00
FAITH REGIONAL PHYSICIAN SERV.	PRE EMPLOYMENT TESTING	90.00
FASTENAL CO	LOCK WASHERS	16.10
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	803.70
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	85.01
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	70.37
HYPERION	MONITORING	81.00
ICC	MEMBERSHIP DUES	135.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,053.69
INGRAM LIBRARY SERVICES	BOOKS	742.99
INTERSTATE ALL BATTERY	BATTERY	71.26
LUNDAHL, EARL	WELL SITE RENTAL	350.00
LUTT OIL	GASOLINE	3,671.21
MATHESON-LINWELD	OXYGEN	31.99
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEE	1,009.46
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEE	1,799.08

Vendor	Payable Description	Payment Total
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEE	28.23
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	273.00
MILLER LAW	MILEAGE/POSTAGE REIMBURSEMENT	155.90
MUNICIPAL SUPPLY INC	FLANGES	703.23
NE RURAL WATER	DUES	275.00
NE SALT & GRAIN CO	ICE SALT	1,912.75
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	29,308.24
NORFOLK DAILY NEWS	LIBRARY SUBSCRIPTION	163.00
NORTHEAST NEBRASKA NEWS	LIBRARY SUBSCRIPTION	36.50
NORTHEAST POWER	FERC LITIGATION	171.70
NORTHEAST TIRE SERVICE	FIRE DEPT TIRES	2,404.00
OCC BUILDERS LLC	COUNTRY CLUB-LOCKSETS	317.00
OVERDRIVE, INC.	AUDIO/E BOOKS	492.39
OVERHEAD DOOR	RETAINER EDGE	5,432.00
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
PLUMBING & ELECTRIC SERVICE INC	REPAIR SEWER LINE	1,601.80
PLUNKETT'S PEST CONTROL	PEST CONTROL	43.26
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	318.01
S & S WILLERS, INC.	CONCRETE GRAVEL	1,732.85
SKARSHAUG TESTING LAB INC	GLOVE AND SLEEVE TESTING	213.11
STATE NEBRASKA BANK & TRUST	ACH	45.76
US BANK	MEALS/TECH SUPPLIES/BATTERIES/KEYFOBS	10,810.56
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,123.16
UTILITIES SECTION	ELECTRIC METER SCHOOL	480.00
UTILITIES SECTION	PUBLIC WORKS ANNUAL CONFERENCE	2,285.00
UTILITY EQUIPMENT CO	FLANGE/GASKET	158.48
VERIZON WIRELESS SERVICES LLC	CELL PHONES	399.65
WAYNE AUTO PARTS	BEARINGS/FILTERS/PUMP	526.48
WAYNE COUNTY CLERK	FILING FEES	62.00
WAYNE COUNTY COURT	BOND	250.00
WAYNE COUNTY COURT	BOND	300.00
WAYNE HERALD	SUBSCRIPTION RENEWAL	48.00
WAYNE HERALD	CAC ADS	545.50
WAYNE HERALD	ADS AND NOTICES	1,229.55
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	112.00
WIN-911	ANNUAL SOFTWARE AND MAINTENANCE	495.00
WISNER WEST	FD GASOLINE	47.56
WORLDPAY INTERGRATES PAYMENTS	CAC CREDIT CARD TRANSACTION FEE	201.88
ZACH HEATING & COOLING	THERMOSTAT	174.00
	<b>Grand Total:</b>	<b>123,355.03</b>

CITY OF WAYNE  
OFFICE OF THE MAYOR

# Proclamation

**WHEREAS**, April 2020 marks the 52<sup>nd</sup> Anniversary of Title VIII of the Civil Rights Act of 1968, known as the Civil Rights Fair Housing Act; and

**WHEREAS**, this Act provides equal housing opportunity for all Americans regardless of race, color, religion, sex or national origin, as well as to ensure fair practice in the sale, rental or financing of property; and

**WHEREAS**, the Fair Housing Amendments Act of 1988 added new rights, remedies, monetary penalties, and strengthened its enforcement procedures; and

**WHEREAS**, the Fair Housing Amendments Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

**WHEREAS**, individuals in the city have the right to choose where to live without discrimination based on race, color, religion, age, sex, disability, gender identity, familial status or national origin; and

**WHEREAS**, the City of Wayne fully supports the intent and purpose of the Federal Fair Housing Act, local fair housing laws and follows policies and practices in order to achieve its goal.

NOW, THEREFORE, I, Cale Giese, Mayor of Wayne, Nebraska, do hereby proclaim April, 2020, as **“Fair Housing Month.”**

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Cale Giese, Mayor

ATTEST:

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

## Wayne City Council Agenda

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**Object:** Approve an additional \$10,000 loan to Retail Reclaimers, L.L.C. and subgrant the funds to Northeast Economic Development, Inc. utilizing the NDO process

**Contact Person:** Jeff Christensen, NENEDD Business Loan Specialist

**For:** Action

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**Background:** Retail Reclaimers, L.L.C. was approved for a \$145,000 loan from Wayne's Community Development Block Grant (CDBG) Revolving Loan Fund (RLF) on 11-5-2019. This loan is to open an Ace Hardware and Home Store to be located at the former Shopko building at 615 Dearborn St. in Wayne. That was the total available balance at that time. This loan was approved for a term of 15 Years at a fixed rate of 0.00% but has not yet been loaned to the business. Once the loan is closed, payments will start 12 months after the initial opening of the store followed by regular principal payments over the next 15 years. Since that time, the only remaining Wayne RLF loan was paid in full on 3-2-2020. This added another \$10,000, leaving approximately a \$155,000 balance in this account.

At the direction of the Nebraska Department of Economic Development (DED) to close out local RLF programs, NENEDD staff is recommending the additional \$10,000 be loaned to Retail Reclaimers, L.L.C. for their project. This will be a total of \$155,000 or the exact balance of Wayne's CDBG RLF account at the time of loan closing. These funds will be sub-granted to NED, Inc., as a Non-profit Development Organization (NDO), who will in turn lend the \$155,000 to Retail Reclaimers, L.L.C. All other rate, terms, and collateral of the initial 11-5-2019 approval will remain the same.

The Northeast Loan committee also recommends the additional \$10,000 for approval.

**Motion:** Approve lending an additional \$10,000 to Retail Reclaimers, L.L.C. for a total of \$155,000 or the total balance of Wayne's RLF account and sub-grant the funds to NED, Inc. to lend to Retail Reclaimers, L.L.C., utilizing the Non-Profit Development Organization (NDO) process.

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** March 3, 2020

**TO:** Mayor Giese  
Wayne City Council

**FROM:** Wayne Planning Commission  
Joel Hansen, Staff Liaison 

At their meeting held on March 2, 2020, the Wayne Planning Commission made recommendations on the following public hearings; the result of those recommendations are as follows:

**Public Hearing: Amending the Zoning Text, Specifically Section 152.132 (E) Unattached Accessory Use; Applicant: Providence Medical Center**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Meisenbach and seconded by Commissioner Jones to approve and forward a recommendation of approval to the City Council to amend the zoning text, Section 152.132 (E) Unattached Accessory Uses to read as follows:

(E) *Unattached accessory use.* Any unattached accessory building(s) in combination with the principal or primary structure, in any R designated zoning district, shall not exceed a combined area greater than 50% of the lot area, provided the combined total area of all unattached accessory structures shall not exceed 1,064 square feet or 7% of the lot area up to 3,000 square feet, whichever is greater, except as allowed in § 152.064(C) for multi-family uses in an R-3 or R-4 District. **These restrictions on size of accessory structures shall not pertain to hospitals, medical care facilities, educational facilities, or public facilities.**

with the findings of fact being staff's recommendation. Vice-Chair Sorensen stated the motion and second; all were in favor, motion carried.

Memo to Mayor and City Council  
March 3, 2020  
Page Two

**Public Hearing: Rezoning Request for Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska; Applicant: City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Giese and seconded by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council to rezone Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska, from I-1 Light Industrial and Manufacturing to R-4 Residential, with the findings of fact being consistency with the Comprehensive Plan and staff's recommendation. Vice-Chair Sorensen stated the motion and second; all were in favor, motion carried.

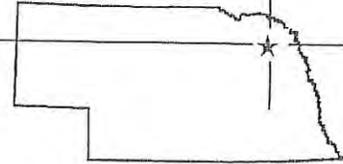
JJH:cb

# 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 AMENDING ZONING TEXT

Applicant Providence Medical Center Date 2-14-2020

Section of Ordinance to be Amended 152.132 (E)

Reason for Amending Text Allow a medical facility to build a larger accessory structure than currently allowed by city code.

Madeline Providence Medical Center  
Applicant's Signature

\*\*\*\*\*

### Application Process:

1. An application requesting the amendment of the zoning ordinance and the reason for such amendment.
2. An application fee must be included with the request – current fee is \$200, which would cover the Planning Commission public hearing and the City Council public hearing.
3. Request for amendment of zoning language will be placed on the agenda of the Planning Commission for their next available meeting date and then a recommendation of approval or denial forwarded onto the City Council for their approval or denial of the same.

\*\*\*\*\*

Public Hearing by: Planning Commission \_\_\_\_\_ City Council \_\_\_\_\_

Request Approved / Denied by Planning Commission \_\_\_\_\_

Request Approved / Denied by City Council \_\_\_\_\_

Date Fee Paid: \_\_\_\_\_



Home of Wayne State College



Equal Housing Opportunity

(E) *Unattached accessory use.* Any unattached accessory building(s) in combination with the principal or primary structure, in any R designated zoning district, shall not exceed a combined area greater than 50% of the lot area, provided the combined total area of all unattached accessory structures shall not exceed 1,064 square feet or 7% of the lot area up to 3,000 square feet, whichever is greater, except as allowed in § 152.064(C) for multi-family uses in an R-3 or R-4 District. *These restrictions on size of accessory structures shall not pertain to hospitals, medical care facilities, educational facilities, or public facilities.*

ORDINANCE NO. 2020-5

**AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.132 ACCESSORY USES, SUBSECTION (E) UNATTACHED ACCESSORY USE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The Planning Commission held a public hearing on March 2, 2020, regarding a request to consider amending the zoning text, specifically Section 152.132 (E) Unattached Accessory Use, and have recommended approval thereof subject to the "Finding of Fact" being staff's recommendation.

Section 2. That Title XV Land Usage, Chapter 152 Zoning, Section 152.132 Accessory Uses, Subsection (E) Unattached Accessory Use, of the Municipal Code of Wayne, is hereby amended as follows:

**§ 152.132 ACCESSORY USES.**

(E) *Unattached accessory use.* Any unattached accessory building(s) in combination with the principal or primary structure, in any R designated zoning district, shall not exceed a combined area greater than 50% of the lot area, provided the combined total area of all unattached accessory structures shall not exceed 1,064 square feet or 7% of the lot area up to 3,000 square feet, whichever is greater, except as allowed in § 152.064 (C) for multi-family uses in an R-3 or R-4 District. **These restrictions on size of accessory structures shall not pertain to hospitals, medical care facilities, educational facilities, or public facilities.**

Section 3. Any other ordinance or parts of ordinance in conflict herewith are repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 17<sup>th</sup> day of March, 2020.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2020-6**

**AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY OR AREA KNOWN AS LOT 3, SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT TO R-4 RESIDENTIAL DISTRICT.**

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

Section 1. That the real estate area shown on the attached map be changed and rezoned from I-1 (Light Industrial and Manufacturing) to R-4 (Residential). The area being rezoned is described as:

Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on March 2, 2020, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan; and
- Staff's recommendation.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described as now in an R-4 (Residential District) zone.

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

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

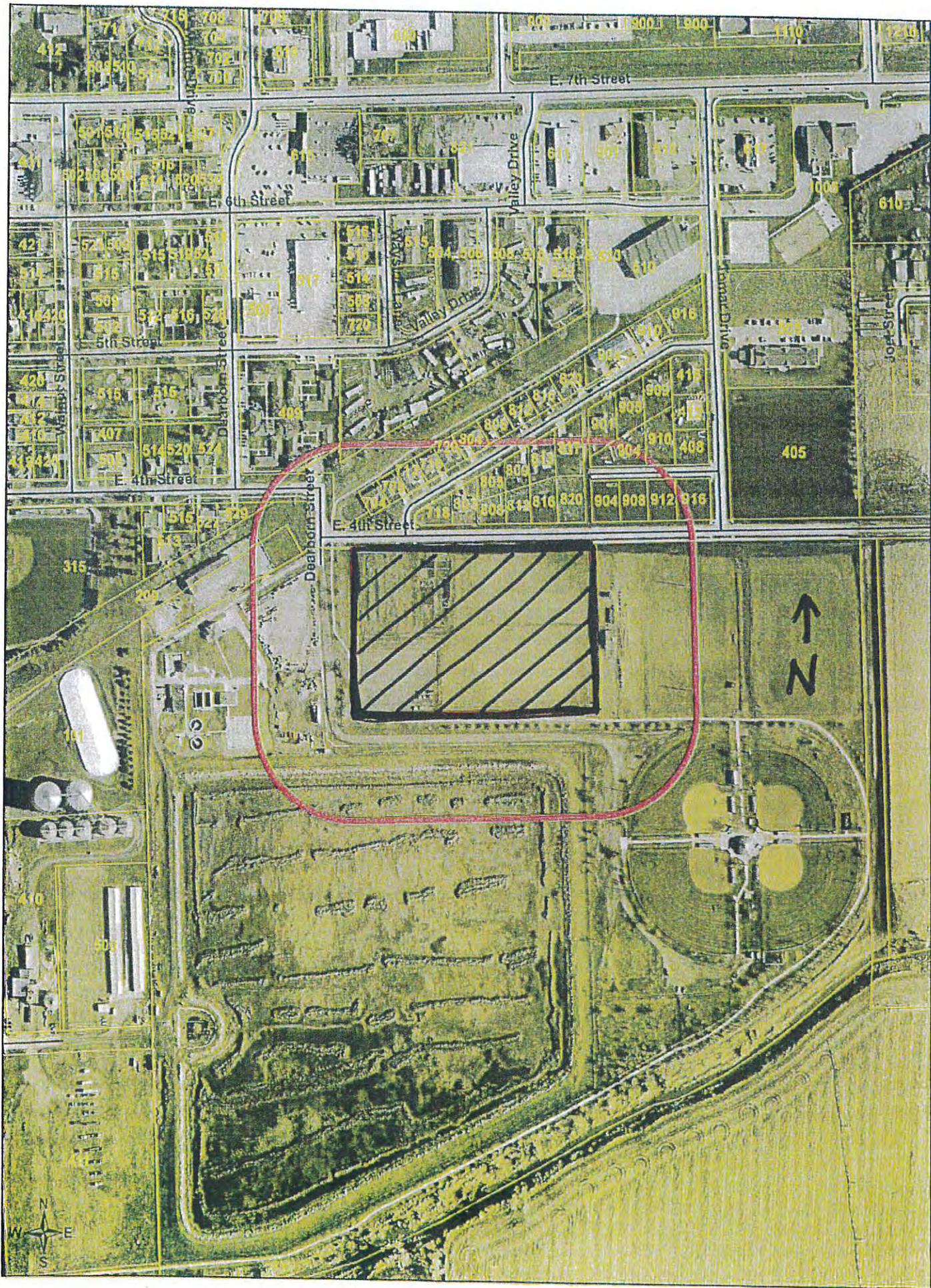
PASSED AND APPROVED this 17<sup>th</sup> day of March, 2020.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



**RESOLUTION NO. 2020-11**

**A RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT ON THE “WELL NO. 7 CHEMICAL STORAGE ROOM ADDITION PROJECT” FOR THE CITY OF WAYNE, NEBRASKA.**

WHEREAS, two proposals were received on the “Well No. 7 Chemical Storage Room Addition Project;” and

WHEREAS, the proposals have been reviewed by the City’s Engineer, JEO Consulting Group, Inc., and city staff; and

WHEREAS, the City’s engineer and city staff are recommending that the proposal 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 proposal for the “Well No. 7 Chemical Storage Room Addition Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Benscoter Construction Wayne NE	\$19,425.00

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 17<sup>th</sup> day of March, 2020.

CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

Benscoter Construction

2112 Centennial Rd  
NE 68787

# Estimate

Date	Estimate #
2/17/2020	5

Name / Address
City of Wayne

Project

Description	Qty	Rate	Total
Concrete	11	110.00	1,210.00
Masonry	1	1,900.00	1,900.00
Site Work	1	1,000.00	1,000.00
Doors & Trim	2	2,500.00	5,000.00
build building to plan: which includes frost footings, cement block walls, exhaust fan for chlorine room, and concrete roof to match as close as possible to existing roof. Electrical will be furnished by the City of Wayne	1	10,315.00	10,315.00
<b>Total</b>			\$19,425.00



**RESOLUTION NO. 2020-12**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“RESTORATION OF WALKING TRAIL PROJECT.”**

WHEREAS, two bids were received on March 11, 2020, on the “Restoration of Walking Trail Project;” and

WHEREAS, the bids have been reviewed by the City’s Engineer on the project, Leo A Daly; and

WHEREAS, Leo A Daly 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 “Restoration of Walking Trail Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
M & B Quality Concrete, LLC 4405 W Eisenhower Ave Norfolk NE 68701	\$899,202.25

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 are hereby accepted.

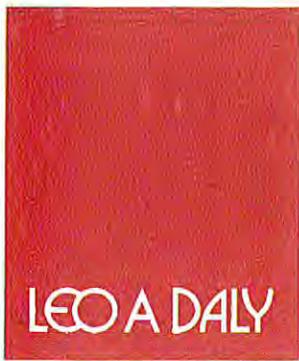
PASSED AND APPROVED this 17<sup>th</sup> day of March, 2020.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



PLANNING  
 ARCHITECTURE  
 ENGINEERING  
 INTERIORS

ABU DHABI  
 ATLANTA  
 AUSTIN  
 CHICAGO  
 COLLEGE STATION  
 CONROE  
 CORPUS CHRISTI  
 DALLAS  
 DAMMAM  
 DOHA  
 FORT WORTH  
 FRISCO  
 HOUSTON  
 LANSING  
 LAS VEGAS  
 LOS ANGELES  
 MIAMI  
 MINNEAPOLIS  
 OMAHA  
 ORANGE  
 SAN ANTONIO  
 SAN JOSE  
 SAN MARCOS  
 WACO  
 WASHINGTON DC  
 WEST PALM BEACH

March 12, 2020

Betty McGuire  
 City Clerk  
 City of Wayne  
 306 Pearl Street  
 Wayne, NE 68787

RE: Restoration of Walking Trail Project

Dear Mrs. McGuire:

On Wednesday, March 11, 2020 bids were publicly opened and read aloud for the above referenced project. Two contractors chose to submit bids for the project. The low base bid was submitted by M&B Quality Concrete from Norfolk, Nebraska in the amount of \$899,202.25. The second base bid was submitted by Robert Woehler & Sons Construction, Inc. from Wayne, Nebraska in the amount of \$1,276,775.75.

We reviewed the bid documents and bid schedule for M&B Quality Concrete and believe their bid to be responsive and complete. We also conducted an investigation of their project experience and their subcontractor, Circle A Construction, project experience by contacting references for the projects. The conversations with the references were very positive regarding their project experience, workmanship, communication, adaptability, and meeting deadlines.

Therefore, LEO A DALY recommends the City award the project to M&B Quality Concrete in the amount of \$899,202.25.

Sincerely,

David M. Wiggins, P.E.  
 Senior Civil Project Engineer  
 dmwiggins@leoadaly.com

cc: Wes Blecke, City Administrator, City of Wayne  
 Beth Porter, Finance Director, City of Wayne

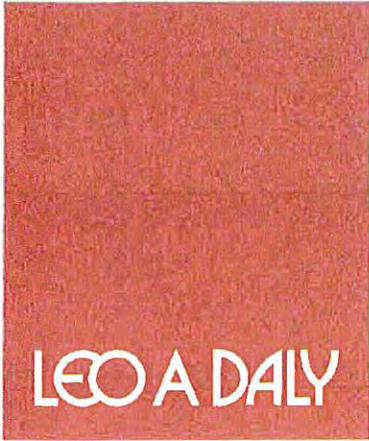
LEO A DALY  
 8600 Indian Hills Drive  
 Omaha, NE 68114  
 T +402.391.8111

leoadaly.com

**Restoration of Walking Trail  
Wayne, NE**

Bid Opening  
Bid Item  
11-Mar-20

Item No.	Description	Quantity	Unit	Robert Woehner & Sons		M&B Concrete	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Stream Crossing and Dewatering for Site	1	LS	\$ 227,520.00	\$ 227,520.00	\$ 225,000.00	\$ 225,000.00
2	Signage and Barricades	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 18,500.00	\$ 18,500.00
3	Clearing and Grubbing	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 98,000.00	\$ 98,000.00
4	Remove Unsuitable Fill	100	CY	\$ 250.00	\$ 25,000.00	\$ 28.00	\$ 28,000.00
5	Fill Earth	31	CY	\$ 200.00	\$ 6,200.00	\$ 85.00	\$ 2,635.00
6	Remove 5" Concrete Sidewalk	1113	SF	\$ 15.00	\$ 16,695.00	\$ 12.00	\$ 13,356.00
7	Remove Pipe Railing	98	LF	\$ 10.00	\$ 980.00	\$ 5.00	\$ 490.00
8	Remove and Replace Chain Link Fence	16	LF	\$ 100.00	\$ 1,600.00	\$ 60.00	\$ 960.00
9	Remove Steel Sheet Piling	1200	SF	\$ 56.25	\$ 67,500.00	\$ 26.70	\$ 32,040.00
10	NDOT Type B Rip-Rap	328	TON	\$ 96.86	\$ 31,770.08	\$ 120.00	\$ 39,360.00
11	NDOT Type C Rip-Rap	664	TON	\$ 86.40	\$ 57,369.60	\$ 110.00	\$ 73,040.00
12	Steel Sheet Piling	3957	SF	\$ 165.17	\$ 653,577.69	\$ 58.00	\$ 229,506.00
13	Steel Sheet Piling Concrete Cap	151	LF	\$ 244.43	\$ 36,908.93	\$ 165.00	\$ 24,915.00
14	5" Concrete Sidewalk	1665	SF	\$ 12.73	\$ 21,195.45	\$ 30.00	\$ 49,950.00
15	42" Railing - 1 1/2" OD Pipe with Posts	130	LF	\$ 85.60	\$ 11,128.00	\$ 130.00	\$ 16,900.00
16	Sodding	100	SF	\$ 17.12	\$ 1,712.00	\$ 4.00	\$ 400.00
17	6" Soil with Wetland Seeding Mix	4235	SF	\$ 11.64	\$ 49,295.40	\$ 9.00	\$ 38,115.00
18	Erosion Control Class 1F Retention Blanket	4235	SF	\$ 6.42	\$ 27,188.70	\$ 1.75	\$ 7,411.25
19	Silt Fence	78	LF	\$ 14.55	\$ 1,134.90	\$ 8.00	\$ 624.00
	<b>TOTAL</b>				<b>\$ 1,276,775.75</b>		<b>\$ 899,202.25</b>



**PROJECT SPECIFICATIONS**

**PROJECT NO. 002-10218-000**

---

**RESTORATION OF WALKING TRAIL**

**WAYNE, NE**

**CONSTRUCTION DOCUMENTS**

**JANUARY 29, 2020**

**CITY OF WAYNE**

**306 PEARL STREET  
WAYNE, NE 68787**



**ADDENDUM NO. 1**

**RESTORATION OF WALKING TRAIL  
WAYNE, NEBRASKA**

**DATE OF ISSUE:**

**DATE OF BID OPENING:**

NOTE TO ALL PLANHOLDERS: Please insert this Addendum into your copy of the Contract Documents for the above named project.

The following changes to the Contract Documents are issued by the Engineer and shall have the same force and effect as though a part of the original issue.

**CHANGES TO THE DRAWINGS**

All other stipulations and requirements of the drawings and specifications remain in effect.

THIS ADDENDUM SHALL BE ATTACHED TO AND MADE A PART OF THE DRAWINGS AND SPECIFICATIONS AND SHALL BE ACKNOWLEDGED WITH THE BIDDER'S PROPOSAL.

LEO A DALY

Attachments:

**END OF ADDENDUM NO. 1**

A handwritten signature in black ink, appearing to read "Leo A. Daly", is written in a cursive style on the right side of the page.

**ADDENDUM NO. 1**

**RESTORATION OF WALKING TRAIL  
WAYNE, NEBRASKA**

**DATE OF ISSUE: March 6, 2020**

**DATE OF BID OPENING: March 11, 2020, 2PM**

NOTE TO ALL PLANHOLDERS: Please insert this Addendum into your copy of the Contract Documents for the above-named project.

The following changes to the Contract Documents are issued by the Engineer and shall have the same force and effect as though a part of the original issue.

**CHANGES TO THE SPECIFICATIONS**

Instructions to Bidders, Item 4 Bid Security

Replace paragraph with the following:

The proposals must be accompanied by a certified check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation or a bid bond in the amount of 5% of bid made payable to City of Wayne, which shall be considered as liquidated damages and shall be forfeited to the City of Wayne, if said proposal or bid is accepted and the bidder fails to execute the contract within 14 days after receipt of the contract by registered mail and file the required bonds and insurance certificate as provided in the Contract Documents within ten days from award. The bid security will be retained until a Contract is entered into by the successful low Bidder and the required Bonds and Insurance Certificates filed.

Instructions to Bidders, Item 16 Measurement and Payment, Item 1.1 Bid Item No.1

Replace paragraph with the following:

Stream Crossing and Dewatering shall be measured as a lump sum and paid for at the contract bid unit price. This price includes all costs of materials required to build the stream crossing, construction of and removal of the stream crossing, cabling or chaining the 30-inch corrugated metal pipes to a secure structure on the bank in the event of flooding, coordination and protection of existing or temporarily relocated utilities, restore damaged existing or temporarily relocated utilities, and all equipment and labor to complete the work. This price includes all dewatering and is not limited to sumps, pumps, coffer dams, pipes and appurtenances, excavation required for installing crossing, and removal and disposal of materials.

Proposal Form, Construction Period

Replace the section with the following:

- Construction Period: The CONTRACTOR has
- 120 calendar days for all the work.
  - All work to be complete by September 21, 2020.

All other stipulations and requirements of the drawings and specifications remain in effect.

THIS ADDENDUM SHALL BE ATTACHED TO AND MADE A PART OF THE DRAWINGS AND SPECIFICATIONS AND SHALL BE ACKNOWLEDGED WITH THE BIDDER'S PROPOSAL.

LEO A DALY

Attachments: None

**END OF ADDENDUM NO. 1**

Addm. #1 - 1



**PROPOSAL FORM**  
**March 11, 2020**

To: City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

The undersigned, having carefully examined the Drawings, Specifications, and all Addenda thereto and other Contract Documents prepared by Leo A Daly for the construction of the WAYNE TRAIL RESTORATION, WAYNE, NEBRASKA, and having carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, mechanics, superintendence, tools, material, equipment, and all utilities and transportation services necessary to perform and complete said work and work incidental thereto, in a workmanlike manner, as described in said Drawings, Specifications, and other Contract Documents including Addenda No(s). 1 issued thereto, for \_\_\_\_\_

*Eight hundred ninety-nine thousand two hundred and two dollars and twenty five cents*  
Dollars (\$ 899,202.25 ).

\*The amount shown above shall include all bid items shown in the bid schedule.

The undersigned further certifies that he has personally inspected the actual location of the work, together with the local sources of supply and that he understands the conditions under which the work is to be performed, or that if he has not so inspected the site and conditions of the work, he waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

The undersigned understands the conditions of the project as follows:

Construction Period: The CONTRACTOR has

- 90 calendar days for all the work.
- All work to be complete by September 21, 2020

Contractor is required to begin construction 14 days after the contract is signed, as discussed in Article 4 in the General Provisions.

Liquidated damages: \$1,000 per day for the work.

The undersigned understands that the quantities mentioned below are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the provisions of the Contract Documents, and at the unit price bid hereinafter shown on the Bid Schedule attached herein.

The undersigned hereby agrees, if awarded the Contract to furnish a Performance Bond in an amount equal to One Hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract (including warranty and guarantee provisions) and also a Labor and Material Payment Bond in an amount not less than One Hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with this Contract.

The undersigned also agrees to furnish the required Bonds and Insurance Certificates and to execute the Contract within fourteen (14) days from and after the acceptance of this Proposal and further agrees to begin and complete all work under Contract within the time limits set forth within this proposal and stated above.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish satisfactory Bonds and Insurance Certificates in accordance with the terms and requirements of the Contract Documents, is a bid security of the type specified in the Notice to Contractors made payable to City of Wayne, Nebraska in an amount of 5% of the amount bid.

a) If an Individual:	
	(Signature of Individual)
Doing business as:	
	(Name of firm)
b) If a Partnership:	
	(Name of Partnership)
	(Signature of Partner)
	(Signature of Partner)
c) If a Corporation:	
	(Name of Corporation)
ATTEST:	<i>M+B Quality Concrete L.L.C.</i>
<i>Amy Berner</i>	(Officer's Signature) <i>Amy Berner</i>
	<i>President</i>
	(Title)

This project is sales tax exempt for part of the construction, except for the new water services and curb stop installations as called out in Bid Schedule. Bidders shall not include sales tax in their bid. The Owner will issue the successful bidder with a sales Tax Exemption certificate and Purchasing Agent Appointment for materials used on this project.

The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, firm, or corporation, that no member of the council, officer or agent of the sponsor, is directly or indirectly financially interested in this bid.

It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish Bonds or Insurance Certificates which are satisfactory to the Owner within fourteen (14) days after issuance of Notice to Award, the amount of this proposal guaranty shall be forfeited to the City of Wayne, Nebraska.

The undersigned Contractor is complying with and will continue to comply with Fair Labor Standards as defined in Section 73-104 R.S. (Nebraska Statutes), in pursuit of all business including execution of the Contract on which we are bidding herein.

In the event of a discrepancy between unit prices quoted in this Proposal and the extensions or totals, the unit prices shall control.

Respectfully submitted,

Signature of Bidder:

Brent Berner

Business Address:

M+B Quality Concrete L.L.C.  
4405 W. Eisenhower Ave.  
Norfolk NE 68701

Phone No. 402-841-4007 Fax No. NA Email- brent@mbconcrete.net

**"CERTIFICATE"**

A Corporate Contractor, in submitting this Proposal hereby represents that the Corporation has complied with all Nebraska Statutory requirements, which are prerequisite to its being qualified to do business in the State of Nebraska, or that it will take all steps necessary to so qualify, if the successful bidder.

M+B Quality Concrete LLC By Brent Ben president  
 (Name of Corporation) (Officer) (Title)

If Foreign Corporation: \_\_\_\_\_  
 Nebraska Resident Agent

**SYNOPSIS OF EXPERIENCE RECORD**  
 (This synopsis must accompany Proposal Form)

Name of Bidder: M+B Quality Concrete LLC  
 Business Address: 4405 W. Eisenhower Ave. Norfolk NE 68701

Check one: Individual ( ) Partnership ( ) Corporation

Construction successfully completed within the past five years similar in size, scope, and difficulty of construction to the work bid upon. PROVIDE THREE RECORDS OF EXPERIENCE PERFORMED IN THE LAST 5 YEARS.

	Name of Owner	Name of Project	Location of Project	Amount of Contract
1.	SD DOT	729 RipRap Placement	Brookings SD	1,898,765.00
2.	SD DOT	729 "	Spink SD	121,894.00
3.	Army Corps	2011-12 Flood/Levee Repair	5 WIT	8,750,000.00
4.	<del>Pierce Co</del>	2019 Flood Repair	Pierce Co	30000

	Number of Contract Days Allowed for Above Projects	Actual Number of Days to Complete Above Project
1.	350	345
2.	45	35
3.	300	300
4.	30	30

Signed: Crick A Construction sub for M+B Quality Concrete LLC  
 (Name of Company)

By: [Signature]

Title: President

Date: 3-11-2020

**BASE BID SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.	Stream Crossing and Dewatering for Site	1	LS		225,000
2.	Signage and Barricades	1	LS		18,500
3.	Clearing and Grubbing	1	LS		98,000
4.	Remove Unsuitable Fill	100	CY	28	2,800
5.	Fill Earth	31	CY	85	2,635
6.	Remove 5" Concrete Sidewalk	1,113	SF	12	13,356
7.	Remove Pipe Railing	98	LF	5	490
8.	Remove and Replace Chain Link Fence	16	LF	60	960
9.	Remove Steel Sheet Piling	1200	SF	26.70	32,040
10.	NDOT Type B Rip-Rap	328	TON	120	39,360
11.	NDOT Type C Rip-Rap	664	TON	110	73,040
12.	Steel Sheet Piling	3,957	SF	58	229,506
13.	Steel Sheet Piling Concrete Cap	151	LF	165	24,915. <sup>00</sup>
14.	5" Concrete Sidewalk	1,665	SF	30	49,950
15.	42" Railing - 1 1/2" O.D. Std. Pipe with Posts	130	LF	130	16,900
16.	Sodding	100	SF	4	400
17.	6" Soil with Wetland Seeding Mix	4235	SF	9	38,115
18.	Erosion Control Class 1F Retention Blanket	4235	SF	1.75	7,411. <sup>25</sup>
19.	Silt Fence	78	LF	8	624
<b>TOTAL BASE BID - (Items 1-19)</b>					<b>899,202.<sup>25</sup></b>

Total Base Bid for items 1 thru 19 is Eight hundred and ninety nine thousand two hundred and two dollars and twenty five cents dollars.

(Contractor to write out total base bid in addition to providing the tabular total).

The total project cost constitutes the project cost upon which the Owner shall use to award the Contract.

# ATA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

M & B Quality Concrete LLC  
4405 W. Eisenhower Ave.  
Norfolk, NE 68701

**SURETY:**

(Name, legal status and principal place of business)

Inland Insurance Company  
P.O. Box 80468  
Lincoln, NE 68501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Wayne  
306 Pearl St  
Wayne, NE 68787

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Restoration of Walking Trail Wayne, Nebraska

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of March, 2020

Amy Berner  
(Witness)

Kara Stoj  
(Witness)

M & B Quality Concrete LLC

Brent Berner - president (Seal)

(Title)

Inland Insurance Company

Robert T. Cirone (Seal)

(Title) Robert T. Cirone, Attorney-in-Fact

Init.

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# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the INLAND INSURANCE COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety; Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Robert T. Cirone or James M. King or Tamala J. Hurlbut  
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

*Carol J. Clark*

Secretary/Treasurer

State of Nebraska

County of

of

ss.  
Lancaster

By

INLAND INSURANCE COMPANY

*Curtis L. Harter*

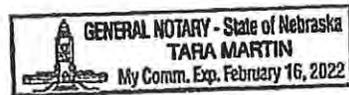
President



On this 16th day of February, 20 18, before me personally came Curtis L. Harter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the INLAND INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*

Notary Public



My Commission Expires February 16, 2022.

I, Philip C. Abel, Director of INLAND INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said INLAND INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 11th day of March, 20 20.

*Philip C. Abel*

Director



**PROPOSAL FORM**  
**March 11, 2020**

To: City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

The undersigned, having carefully examined the Drawings, Specifications, and all Addenda thereto and other Contract Documents prepared by Leo A Daly for the construction of the WAYNE TRAIL RESTORATION, WAYNE, NEBRASKA, and having carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, mechanics, superintendence, tools, material, equipment, and all utilities and transportation services necessary to perform and complete said work and work incidental thereto, in a workmanlike manner, as described in said Drawings, Specifications, and other Contract Documents including Addenda No(s). 1, Dated 3/6/2020 issued thereto, for One Million

Two Hundred + Seven Six Thousand Seven Hundred + Seven Five Dollars + Seven Five cent  
Dollars (\$ 1,276,775.<sup>75</sup>).

\*The amount shown above shall include all bid items shown in the bid schedule.

The undersigned further certifies that he has personally inspected the actual location of the work, together with the local sources of supply and that he understands the conditions under which the work is to be performed, or that if he has not so inspected the site and conditions of the work, he waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

The undersigned understands the conditions of the project as follows:

Construction Period: The CONTRACTOR has

- 90 calendar days for all the work.
- All work to be complete by September 21, 2020

Contractor is required to begin construction 14 days after the contract is signed, as discussed in Article 4 in the General Provisions.

Liquidated damages: \$1,000 per day for the work.

The undersigned understands that the quantities mentioned below are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the provisions of the Contract Documents, and at the unit price bid hereinafter shown on the Bid Schedule attached herein.

The undersigned hereby agrees, if awarded the Contract to furnish a Performance Bond in an amount equal to One Hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract (including warranty and guarantee provisions) and also a Labor and Material Payment Bond in an amount not less than One Hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with this Contract.

The undersigned also agrees to furnish the required Bonds and Insurance Certificates and to execute the Contract within fourteen (14) days from and after the acceptance of this Proposal and further agrees to begin and complete all work under Contract within the time limits set forth within this proposal and stated above.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish satisfactory Bonds and Insurance Certificates in accordance with the terms and requirements of the Contract Documents, is a bid security of the type specified in the Notice to Contractors made payable to City of Wayne, Nebraska in an amount of 5% of the amount bid.

This project is sales tax exempt for part of the construction, except for the new water services and curb stop installations as called out in Bid Schedule. Bidders shall not include sales tax in their bid. The Owner will issue the successful bidder with a sales Tax Exemption certificate and Purchasing Agent Appointment for materials used on this project.

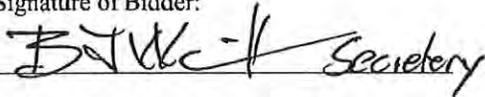
The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, firm, or corporation, that no member of the council, officer or agent of the sponsor, is directly or indirectly financially interested in this bid.

It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish Bonds or Insurance Certificates which are satisfactory to the Owner within fourteen (14) days after issuance of Notice to Award, the amount of this proposal guaranty shall be forfeited to the City of Wayne, Nebraska.

The undersigned Contractor is complying with and will continue to comply with Fair Labor Standards as defined in Section 73-104 R.S. (Nebraska Statutes), in pursuit of all business including execution of the Contract on which we are bidding herein.

In the event of a discrepancy between unit prices quoted in this Proposal and the extensions or totals, the unit prices shall control.

Respectfully submitted,  
Signature of Bidder:

 Secretary

Business Address:

Robert Weehler + Sons Construction, Inc.  
123 Fairgrounds Ave.  
Wayne NE 68707

Phone No. 402.375.3744 Fax No. 402.833.5363  
cell 402.369.0049

a) If an Individual:	<del>_____</del> (Signature of Individual)
Doing business as:	<del>_____</del> (Name of firm)
b) If a Partnership:	<del>_____</del> (Name of Partnership)
	<del>_____</del> (Signature of Partner)
	<del>_____</del> (Signature of Partner)
c) If a Corporation:	Robert Woodlert Sons Construction, Inc. (Name of Corporation)
ATTEST:	<i>Robert J. Woodlert</i> (Officer's Signature)
	President (Title)

**BASE BID SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.	Stream Crossing and Dewatering for Site	1	LS	\$ 227,520.-	\$ 227,520.-
2.	Signage and Barricades	1	LS	16,000.-	16,000.-
3.	Clearing and Grubbing	1	LS	24,000.-	24,000.-
4.	Remove Unsuitable Fill	100	CY	250.-	25,000.-
5.	Fill Earth	31	CY	200.-	6,200.-
6.	Remove 5" Concrete Sidewalk	1,113	SF	15.-	16,695.-
7.	Remove Pipe Railing	98	LF	10.-	980.-
8.	Remove and Replace Chain Link Fence	16	LF	100.-	1,600.-
9.	Remove Steel Sheet Piling	1200	SF	56.25	67,500.-
10.	NDOT Type B Rip-Rap	328	TON	96.86	31,770.08
11.	NDOT Type C Rip-Rap	664	TON	86.90	57,699.60
12.	Steel Sheet Piling	3,957	SF	165.12	653,577.64
13.	Steel Sheet Piling Concrete Cap	151	LF	244.93	36,908.93
14.	5" Concrete Sidewalk	1,665	SF	12.73	21,195.45
15.	42" Railing - 1 1/2" O.D. Std. Pipe with Posts	130	LF	85.60	11,128.-
16.	Sodding	100	SF	17.12	1,712.-
17.	6" Soil with Wetland Seeding Mix	4235	SF	11.64	49,295.40
18.	Erosion Control Class 1F Retention Blanket	4235	SF	6.42	27,188.70
19.	Silt Fence	78	LF	14.56	1,134.90
<b>TOTAL BASE BID - (Items 1-19)</b>					<b>1,276,775.15</b>

Total Base Bid for items 1 thru 19 is One Million Two Hundred + Seventy Six thousand Seven Hundred + Seventy Five Dollars + Seven Five Cents dollars.  
 (Contractor to write out total base bid in addition to providing the tabular total).

The total project cost constitutes the **project cost upon which the Owner shall use to award the Contract.**

**"CERTIFICATE"**

A Corporate Contractor, in submitting this Proposal hereby represents that the Corporation has complied with all Nebraska Statutory requirements, which are prerequisite to its being qualified to do business in the State of Nebraska, or that it will take all steps necessary to so qualify, if the successful bidder.

Robert Woehler + Sons Construction, Inc. By [Signature] Secretary  
 (Name of Corporation) (Officer) (Title)

If Foreign Corporation: \_\_\_\_\_  
 Nebraska Resident Agent N/A

**SYNOPSIS OF EXPERIENCE RECORD**

(This synopsis must accompany Proposal Form)

Name of Bidder: Robert Woehler + Sons, Construction, Inc  
 Business Address: 123 Fairgrounds Ave. Wayne, NE 68787

Check one: Individual ( ) Partnership ( ) Corporation

Construction successfully completed within the past five years similar in size, scope, and difficulty of construction to the work bid upon. PROVIDE THREE RECORDS OF EXPERIENCE PERFORMED IN THE LAST 5 YEARS.

	Name of Owner	Name of Project	Location of Project	Amount of Contract
1.	City of Tekamah, NE	Pst Improvements	Tekamah NE	\$490,800. <sup>00</sup>
2.	City of Wayne, NE	Logan Creek Bank Station	Wayne, NE	\$82,155. <sup>22</sup>
3.	City of Norfolk, NE	Madison Ave Underpass	Norfolk, NE	\$894,587. <sup>15</sup>
4.	Nebraska Game + Park	Sunshine Bottoms Boat Ramp	Lynch NE	\$141,668. <sup>75</sup>

	Number of Contract Days Allowed for Above Projects	Actual Number of Days to Complete Above Project
1.	Completion Date Job	Extended due to Design Change/Delays
2.	Completion Date Job	On Time
3.	Completion Date Job	Extended due to Design Change/Add. Work
4.	Completion Date Job	Extended due to Missouri River Flood

Signed: Robert Woehler + Sons Construction, Inc  
 (Name of Company)  
 By: [Signature]  
 Title: Secretary  
 Date: 3/11/2020

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**Robert Woehler & Sons Construction, Inc.**  
123 Fairgrounds Avenue  
Wayne, NE 68787

**SURETY:**

*(Name, legal status and principal place*

*of business)*  
**Merchants Bonding Company (Mutual)**  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

**City of Wayne**  
306 Pearl St  
Wayne, NE 68787

**BOND AMOUNT: Five Percent of the Amount Bid (5%)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Restoration of Walking Trail Wayne, Nebraska**

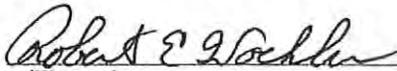
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

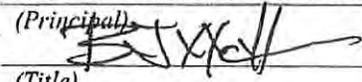
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **March, 2020**

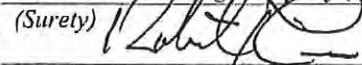
  
*(Witness)*

  
*(Witness)*

**Robert Woehler & Sons Construction, Inc.**

  
*(Principal)* *(Seal)*

**Merchants Bonding Company (Mutual)**

  
*(Surety)* *(Seal)*

*(Title)* **Robert T. Cirone, Attorney-in-Fact**

init.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of March, 2020.



*William Warner Jr.*  
Secretary

**RESOLUTION NO. 2020-13**

**A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.**

WHEREAS, the City Council, by and through the City Code and as a matter of general policy, establish certain rates, fees and charges for purposes of raising operating revenue and covering costs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Wayne, Nebraska, that the attached schedule of rates, fees and charges are hereby amended and the same shall, if not already in effect, become effective upon the passage and approval of this Resolution.

PASSED AND APPROVED this 17<sup>th</sup> day of March, 2020.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

## POOL AND COMMUNITY ACTIVITY CENTER

### Pool

Family Ticket	\$	125.00	
Family +1 Pass (+1=babysitter/grandma/grandpa who must be present <b>with the family children to use the pass</b> )	\$	165.00	
Individual Ticket	\$	85.00	
<b>Senior Citizen (age 55 and up)</b>	<b>\$</b>	<b>70.00</b>	
Daily Admissions - Ages 13 - over	\$	5.00	
Ages 3 - 12	\$	4.00	
Age 2 and under		Free	with paying adult
<b>Non-Swimmer</b> <b>(Grandma/grandpa clearly not dressed to get into the pool)</b>	\$	1.00	
Swimming Lessons	\$	35.00	
Swimming Parties	\$	100.00	per hour

### Activity Center

Family (Includes children 18 or under or meeting college requirements)	\$	330.00	
Adult Married Couple	\$	255.00	
Single Adult (Includes adults 19 or older not meeting college requirements)	\$	185.00	
Senior Citizen Married Couple	\$	120.00	
Senior Citizen (55 or older)	\$	95.00	

### Military Discount (current or retired)

Family - year	\$	285.00	
Family - 6 month	\$	185.00	
Couple - year	\$	230.00	
Couple - 6 month	\$	120.00	
Single - year	\$	165.00	
Single - 6 month	\$	95.00	

### College

Full Calendar Year	\$	130.00	
School Year (Available only Aug-May. This membership will always expire on WSC graduation day.)	\$	110.00	
Semester (5 month) (ONLY available for purchase between Aug-May. Will always expire 5 mos from purchase)	\$	75.00	
Summer	\$	70.00	
College Married Couple (Includes married couple currently enrolled in college courses during current academic year.)	\$	205.00	
High School (Grades 9-12) (Students enrolled in grades 9-12 during the current year.)	\$	110.00	
Middle School (Grades 5-8) (Students enrolled in grades 5-8 during the current year.)	\$	90.00	
Elementary School (Grades K-4) (Students enrolled in grades K-4 during the current year.)	\$	70.00	

**POOL AND COMMUNITY ACTIVITY CENTER**

Punch Card (10 visits)	\$	36.00
Punch Card (5 visits)	\$	24.00

**CORPORATE RATES**

Family		
6 - 25 Members	\$	300.00
26+	\$	285.00

Adult Couple		
6 - 25 Members	\$	235.00
26+	\$	230.00

Adult Single		
6 - 25 Members	\$	175.00
26+	\$	165.00

Daily Admissions - 18 and Older	\$	5.00
Under 18	\$	4.00
Family Day Pass	\$	10.65

**POOL AND COMMUNITY ACTIVITY CENTER**

**6 - Month Billing**

Family	\$	220.00
Adult Married Couple	\$	140.00
Adult Single	\$	110.00
Senior Married Couple	\$	75.00
Senior Single	\$	55.00
College	\$	17.44
College Married Couple	\$	27.69
High School	\$	65.00
Middle School	\$	55.00
Elementary	\$	50.00

**6 - Month Corporate Rates**

Family 6-25	\$	50.00
Family 26+	\$	47.50
Adult Married Couple 6-25	\$	39.17
Adult Married Couple 26+	\$	38.33
Adult Single 6-25	\$	29.17
Adult Single 26+	\$	27.50

**Locker Rentals (Annual)**

Large	\$	35.00
Medium	\$	25.00
Small	\$	15.00

**Community Room (per hour)**

Member	\$	20.00
Non-Member	\$	40.00

**Youth Center (per hour)**

Member	\$	20.00
Non-Member	\$	40.00

**Gym Court Space**

1/4 gym floor	\$25/Hr
1/2 gym floor	\$50/hr

**Gym Rental Rate (per day)**

Non-Profit	\$250.00
For Profit	\$ 350.00

**Full Gym/Facility Rental**

\$ 100.00 per hr/min 6 hrs

**Weight Watchers (monthly)**

\$117.36

**Personal Training**

Member/Non-Member Same Price

30 Minute Session	<del>\$ 10.00</del>	\$ 15.00
45 Minute Session	<del>\$ 15.00</del>	\$ 20.00



**RESOLUTION NO. 2020-14**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A PORTABLE AIR COMPRESSOR AS PER THE STATE BID PROPOSAL RECEIVED FROM LOGAN CONTRACTORS SUPPLY, INC.**

WHEREAS, the Street and Planning Director has submitted a request to purchase a Portable Air Compressor to replace the 1990 portable air compressor; and

WHEREAS, the Street and Planning Director's recommendation is to go through the State Bid system and purchase said portable air compressor from Logan Contractors Supply, Inc., Omaha, Nebraska, for \$21,625.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they hereby approve and authorize the purchase of a new portable air compressor to replace the 1990 portable air compressor as per the State Bid proposal submitted by Logan Contractors Supply, Inc., for \$21,625.00.

PASSED AND APPROVED this 17<sup>th</sup> day of March, 2020.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

Sourcewell # 85297

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14288 OC**

PAGE 1 of 1	ORDER DATE 05/28/19
BUSINESS UNIT 9000	BUYER RENE BOTTIS (AS)
VENDOR NUMBER: 501812	
VENDOR ADDRESS: LOGAN CONTRACTORS SUPPLY, INC 6544 L ST OMAHA NE 68117-1112	

THE CONTRACT PERIOD IS: **JUNE 11, 2019 THROUGH JUNE 10, 2020**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5026 OF

Contract to supply and deliver Portable Rotary Screw Compressor to the State of Nebraska as per the attached specifications for the contract period June 11, 2019 through June 10, 2020.

Vendor Contact: Kevin Walsh  
Phone: 402-339-3900  
Fax: 402-597-0694  
E-Mail: Kevin@logancontractors.com

This is the fourth renewal of the contract as amended. (vc 05/10/19)

Amendment One as attached. (vc 5/28/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PORTABLE ROTARY SCREW COMPRESSOR	13.0000	EA	21,625.0000

5/31/19  
*Rene A. Bottis* 5/31/2019  
 BUYER  
 MATERIEL ADMINISTRATOR  
 5/31/19

AMENDMENT ONE  
 14288 OC  
 Portable Rotary Screw Compressor for the State of Nebraska  
 Between  
 The State of Nebraska and Logan Contractors Supply, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Logan Contractors Supply, Inc., parties to Contract 14288 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective June 12, 2019, line 1 of the Contract is deleted and replaced with the following:

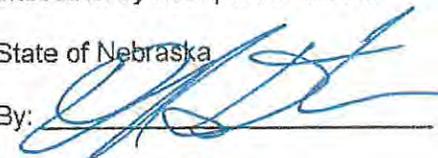
Line Number	Description	Unit of Measure	Unit Price
1	PORTABLE ROTARY SCREW COMPRESSOR	EA	\$ 21,625.0000

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Logan Contractors Supply, Inc.

By: 

By: Kevin Walsh

Name: Doug Carlson

Name: Kevin Walsh

Title: DAS Materiel Administrator

Title: Sales Coordinator

Date: 5/31/19

Date: 5-17-2019

# Sullivan Palatek

D185PDZ  
Portable Series  
Tier 4 Final



## Features:

- 108mm Diameter Twin Screw Air End
- Exclusive Three Year Warranty On Air End
- Automatic 0 to 100% Capacity Control
- Two Stage Dry Type Air Filter - External Access
- Multiple Service Connections
- Oil Level Sight Gauge
- Side by Side Coolers for Compressor and Engine
- Cooler Access Panel for Cleaning
- Steel Fuel Tank
- Safety Chains
- 15" Wheels & Tires
- Choice of Lunette Eye or Ball Hitch on Height Adjustable Drawbar
- Large Full Length Tool Boxes in Each Side with Lockable Handles
- Galvanneal Enclosure
- Galvanized Wheel Wells and Internal Panels
- Noise Level Limited to Maximum of 76 dBA at 7 Meters
- Easily Removable Upper Enclosure
- Automatic Shutdown and Protection System
- Automatic Blowdown Valve
- Stop, Turn, Tail Lights
- Unloaded Starting

## Instrumentation Panel

- Discharge Pressure Gauge
- NEW! Sullivan-Palatek Electronic Controller (SPEC)
  - Digital Readouts
    - Compressor temperature
    - Engine oil pressure
    - Engine temperature
    - Volumeter
    - Tachometer
    - Fuel level - low fuel warning and shutdown
  - Complete engine diagnostic tool
  - Measurement converter
  - Multilingual capabilities
  - Waterproof up to six feet

## Optional Equipment

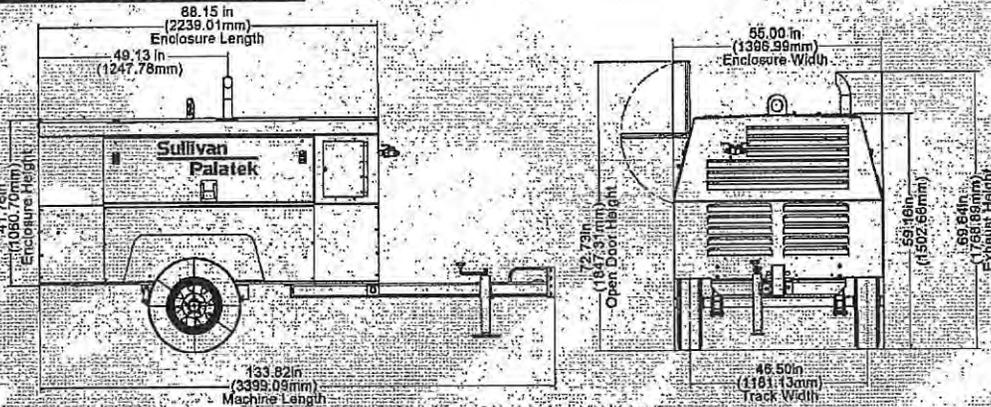
- 3rd wheel
- Brakes
- A-Frame Drawbars
- Hitches
- Hose Reels

PLUS MANY OTHERS

*Dedicated to Quality & Committed to Support*

# TECHNICAL DATA

## DIMENSIONS



Specifications subject to change without notice.

## COMPRESSOR

### D185PDZ

Type	Single Stage, oil flooded rotary screw
Ambient Oper. Temp. Range	-20° to +125°F (-29° to +52°C)
Oil Capacity	5.5 gal. (21 L)
Total Receiver Volume	1.7 ft. <sup>3</sup> (48 L)
Air Service Connections	Two 3/4" MNPT
Type Cooling System	Oil to Air
Type Air Intake System	Two Stage Dry
Type of Control	0-100% Demand
Tire Size	ST 205/75D15 Hwy Tubeless
Rated Delivery	185 cfm (5.2 m <sup>3</sup> /min)
Rated Operating Pressure	100 psig (6.9 Bar)
Operating Pressure Range	70-125 psig (4.9-8.6 Bar)
Estimated Weight, Serviced	2340 lbs

## ENGINE

### D185PDZ

Type	Diesel
Make	DEUTZ
Model	D2.9L4 Tier 4 Final
Number of Cylinders	4
Bore and Stroke	3.6" x 4.3" (92 x 100mm)
Displacement	177 in <sup>3</sup> (2.9 L)
Total Oil Capacity	10.6 Qts (10 L)
Cooling System Capacity	14 qts (13.2 L)
Battery Rating	12 Volts
CCA @ 0°F	800 Amps
Idle Speed	1650 RPM
Fuel Tank Capacity	29 gal (109.8 L)
Horsepower @ rated RPM	49 HP
Full Load Speed	2600 RPM

**Sullivan  
Palatek**

1201 W. US Highway 20 Tel: 219-874-2497  
 Michigan City, IN 46360 Tel: 800-438-6203  
 www.sullivanpalatek.com Email: info@palatek.com



D185PDZ PD 1/15-1M

**RESOLUTION NO. 2020-15**

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE OWNER-ENGINEER AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ADDITIONAL SERVICES FOR THE “TRANSMISSION WATER MAIN FROM NORTH WELL FIELD TO CITY LIMITS PROJECT.”**

WHEREAS, the Wayne City Council previously approved/appointed JEO Consulting Group, Inc., as the special engineer on the “Transmission Water Main from North Well Field to City Limits Project” on May 7, 2019, for \$121,000.00; and

WHEREAS, said agreement was amended to include additional engineering services for an environmental assessment for the “Transmission Water Main from North Well Field to City Limits Project” to be performed by JEO Consulting Group, Inc., for an additional fee of \$8,075.00, by Resolution 2019-46 approved on August 6, 2019; and

WHEREAS, said agreement is being amended to include additional oversight engineering services for an additional fee of \$47,355.00, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 2 to the Owner-Engineer Agreement is hereby approved and made a part of the original agreement previously entered into with JEO Consulting Group, Inc., on May 7, 2019, for the “Transmission Water Main from North Well Field to City Limits Project.”

PASSED AND APPROVED this 17<sup>th</sup> day of March, 2020.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No.   2**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement:   March 17, 2020
- b. Owner:   City of Wayne, Nebraska
- c. Engineer:   JEO Consulting Group, Inc.
- d. Project:   Water Transmission Main, Wayne, Nebraska

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

**Project:** JEO to provide additional engineering services for the Water Transmission Main project. This amendment covers the addition of services to provide Resident Project Representative services for the above referenced project.

- A. JEO will furnish a Resident Project Representative (RPR) to observe construction progress and quality of the work. The duties and responsibilities of the RPR are described as follows:
  - 1. Review of contractors work for general compliance with the plans and specifications.
    - a. Hours and level of effort are noted in fee table below.
  - 2. Complete Construction Observation Reports when on site.
  - 3. Review of materials delivered to the site for specification compliance.
  - 4. Assist the Engineer in interpretation of the plans and specifications to the contractor.
  - 5. Review and coordinate materials testing by assigned testing firm.
  - 6. Review built structures for comparison to the plan design.
  - 7. Assist for up to 30 hours in flushing and testing

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that a compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce 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 notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

B. JEO will furnish Construction Administration Services for (3) additional months if RPR is accepted at the rate proposed.

For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

JEO's fees for the services outlined above shall be:

Resident Project Representative Services

	Billing Rate	April to December			Estimate Cost
		Months	Hrs/Mnth	Total Hrs	
Sr. Proj. Engr.	\$ 205	7	33	231	\$ 47,355.00

B. The schedule for services is modified as follows:

JEO Consulting Group will complete services between March 17, 2020 and October 31, 2020 will be completed to meet the anticipated 2020 Construction Schedule.

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>121,000.00</u>
b. Net change for prior amendments:	\$ <u>8,075.00</u>
c. This amendment amount:	\$ <u>47,355.00</u> (Hourly)
d. Adjusted Agreement amount:	\$ <u><b>176,430.00</b></u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 17, 2020.

OWNER:

ENGINEER:



By: Cale Giese

By: Roger S. Protzman, P.E.

Title: Mayor

Title: Project Manager

Date

Date Signed: March 11, 2020

Signed: \_\_\_\_\_

\_\_\_\_\_



# MEMO

To: *Wes Blecke, City Administrator*  
From: Roger Protzman, PE  
Date: January 20, 2020  
Subject: Wayne Aquatic Center Review



## Background

The purpose of this memo is to summarize the effort to investigate the water usage of the aquatic center. The staff is concerned the pool is leaking water from the pool as evidenced by the water usage pattern. Below is a summary of the water usage history at the facility.

Year	Total Usage	Water Cost (May – September)*
2017	942,100	\$ 1,649
2018	1,490,500	\$ 2,608
2019	422,500	\$ 739

\*Based on \$1.75/1,000 gallons

At the end of the 2018 pool season Bryce Meyer, Wayne staff member, expressed a concern regarding leakage. The pipe to the wall suction boxes on the east side of the of the pool was identified and a repair was made by the contractor in the spring of 2019. Initially it was thought this repair would solve the water loss issue.

When the staff filled the pool after the repair in 2019, it was still perceived to be losing water. Efforts to investigate this in 2019 are explained throughout this report.

## Leak Investigations

During the initial filling of the pool in 2019 staff observed the pool to investigate leakage. Upon being notified of a possible leak JEO coordinated and paid for Leak Investigators, a company specializing in leak detection of pipe and vessel systems, to perform an onsite review. During their observations some discontinuities and separations were observed between the adjoining concrete and caulk material that lead them to believe that the caulked joints were an area of potential leakage. They did not perform any pressure testing during the initial observation. It was decided that Leak Investigators would assist the city in ordering some caulk to seal the joints further. Subsequently, the city staff left the existing caulk in place and applied the recommended caulk to the joints.

Throughout the 2019 swim season, City staff and JEO staff observed the manhole that collects water from the underdrain system. Water was observed entering the structure. This water was tested for chlorine residual and was observed to have chlorine, possibly indicating that water was leaking from the pool and entering the underdrain system. The underdrain system is designed to remove ground water from around the pool structure and piping systems to reduce frost potential and ground water pressure. JEO reviewed their archive of existing construction pictures for presence of ground water. The pictures reviewed did not indicate presence of ground water. Additionally, the



geotechnical report performed prior to construction did not observe ground water in any of the borings. This lack of ground water would indicate that the potential source of the water entering the underdrain system may be a leak from the pool. The manhole structure was observed several weeks after the pool was drained to 2' of water remaining in the diving well. A lower inflow rate was observed entering the manhole structure through the underdrain system despite the pool being nearly empty.

On August 19, 2019 JEO coordinated and paid for a scuba diver, Garrett Johnson from Brickyard Consulting, to perform a dye test which is performed with the pool full of water. The two pool main drains and the play feature return lines were targeted as potential leak areas and were dye tested extensively. Dye testing is performed with the pool full of water. If no leak is present, the dye will disperse in the water. If a leak is present, then you can see the dye enter the leak and leave the pool. Dye testing was not performed at the gutters or joints of the pool. The dye testing did not identify any further leaks at any of the points tested. Leak Investigators were contacted and returned to the site in the fall of 2019 to test the return and drain lines for the pool using air as the medium for testing. The testing showed those lines to be intact as they did not lose pressure during the test.

Prior to draining the pool in 2019, between August 15 and August 26 measurements were taken every two to four days to observe the water level change in the pool. The data collected is summarized on the following table.

Date	Water elevation (measured inches below full)	Water loss (inches per day)	water loss volume (gpd)	Estimated water loss above evaporation (gpd)
8/15/2019	0	calculated	calculated	calculated
8/19/2019	5.5	1.33	5,485	4,385
8/21/2019	9.75	1.99	8,242	7,142*
8/22/2019 8:41	11	1.70	7,402	6,302
8/23/2019 10:55	11.5**	0.46	1,996	896
8/26/19 10:21 AM	13**	0.50	2,199	1,099

\*Backwash completed and is estimated at 3000 gal.

\*\*Below gutter

Pool area 7000 square feet  
 Estimated evaporation per day 1,100 gallons per day assuming 0.25" drop per day  
 Estimated water loss per day 4407 gallons per day above 11" water depth

The data shows an approximate 2,000 gallons per day (gpd) loss rate after the water level dropped below the gutter, which equates to approximately a 0.5" drop. We looked at the Omaha area evaporation rate and for August the rate is 7.94 inches per month. Assuming an average of 7.5 inches per month, that is an approximate drop of 0.25 inches per day. This number is highly variable on the time of year, weather present on a given day, and the location. JEO has utilized 0.25" per day for an evaporation rate in our analysis table to be conservative. A 0.25" evaporation rate is equal to about 1,100 gpd. Therefore, the loss rate below the gutter calculated to be approximately 900 to 1,100 gpd.



In the gutter zone the loss rate was 1.3 to 1.7 inches per day. After the evaporation rate is subtracted the loss rate for this zone averages to approximately 5,900 gpd. Based on this information we would say the area around the gutter is the main source of the leak and is estimated to be approximately 4.1 gallons per minute (gpm). This equates to 531,000 gallons in a 90-day swim season. At \$1.75 per 1,000 gallons this equates to a loss of \$929 per swim season.

JEO additionally researched similar sized pools to compare their pool facility water usage to Wayne's pool facility. We found that many communities do not track water usage or maintain records. Of the records we did obtain, the data was based on their water meter records and not a representation of their water loss. Other uses such as bathrooms, showers, sinks, or spray features were not easily discerned from data. In reviewing these numbers though, we do find that the overall water use at Wayne is within a reasonable range comparable to other facilities similar in size.

Another potential source of leakage is the water distribution system that provides fill water to the pool as well as spigots located around the site. In August a test was run by city staff and Roger Protzman on the water distribution system to observe for potential leakage. The water supply was turned on but there was no usage of water by any spigots or other uses. This was a static test. The water meter for the system was observed, and we observed flow passing through the meter at slightly less than 1 gallon per minute even though there was no water use devices turned on. We went and observed the water use devices such as the spigots and fountain. The west water spigot in the deck was observed to have water coming up from below the surface of the spigot. Staff reports this spigot has been a problem and they have replaced the internal components of the spigot once already. Possible problems could be a poor water line connection to the spigot or a pinched gasket at the spigot. To check the water line connection, removal of a portion of the deck would have to be made. If the water was left on and it is assumed the water leaks at 1 gpm, then over 90 days 129,600 gallons would leak, and the value of the water would be approximately \$227.00 per year.

### **Gutter Elevations**

The last item of concern is the elevations of the gutter system on the pool. This summer it was brought to our attention that the gutter system was not level. We surveyed the system and confirmed the diving well is about 0.1 ft lower than the zero-depth zone of the pool. This fall we surveyed the deck and the gutter system again. No change was observed. The deck elevations at the diving well match the plans. The deck elevations at the zero-depth zone are about 0.1 ft higher than design. We are trying to discern if the gutter was installed incorrectly, the diving well settled, or the shallow end heaved. We propose to check these elevations again in the spring as the frost comes out of the ground to discern if there has been subsequent change. We did review JEO's construction picture archives for subsurface conditions that could attribute to the difference in elevation. The subsurface soils looked solid and not excessively moist. In general, the soil compaction tests passed except for a couple that were a little too dry and had to be retested.



### Conclusions and Recommendations:

Following investigations in 2019 and from the observations and data presented it is surmised that the two potential sources of leakage are the caulked joint at the base of the gutter system and a leaky spigot. It is recommended that the caulk around the base of the gutter system be removed. If large voids are identified in the grout behind the caulk, a non-shrink grout system should be installed to fill voided areas. A crystallization waterproofing coating could be applied along the entire joint. Finally, new caulking should be applied after the grout and coatings have fully cured.

1. Repair/replace deck spigot: Estimated cost \$5,000.00
2. Remove and replace caulk at gutter joint:
  - Gutter Caulking \$17,000 (from received quotation)
  - Grout under Gutter \$7,500 (Opinion of Cost)
3. We recommend further monitoring of the gutter elevations. JEO proposes to re-survey the gutter elevations this spring to observe whether there has been any movement.
4. JEO recommends annual monitoring and repair of other caulked joints within the pool. These joints are a maintenance item that should be inspected annually for signs of caulking failure evident by caulk pulling away from the concrete. Any failed caulking should be stripped back to where it is holding strong and new backer rod and caulk installed. A cover coat of paint is optional to match the other areas of the pool.





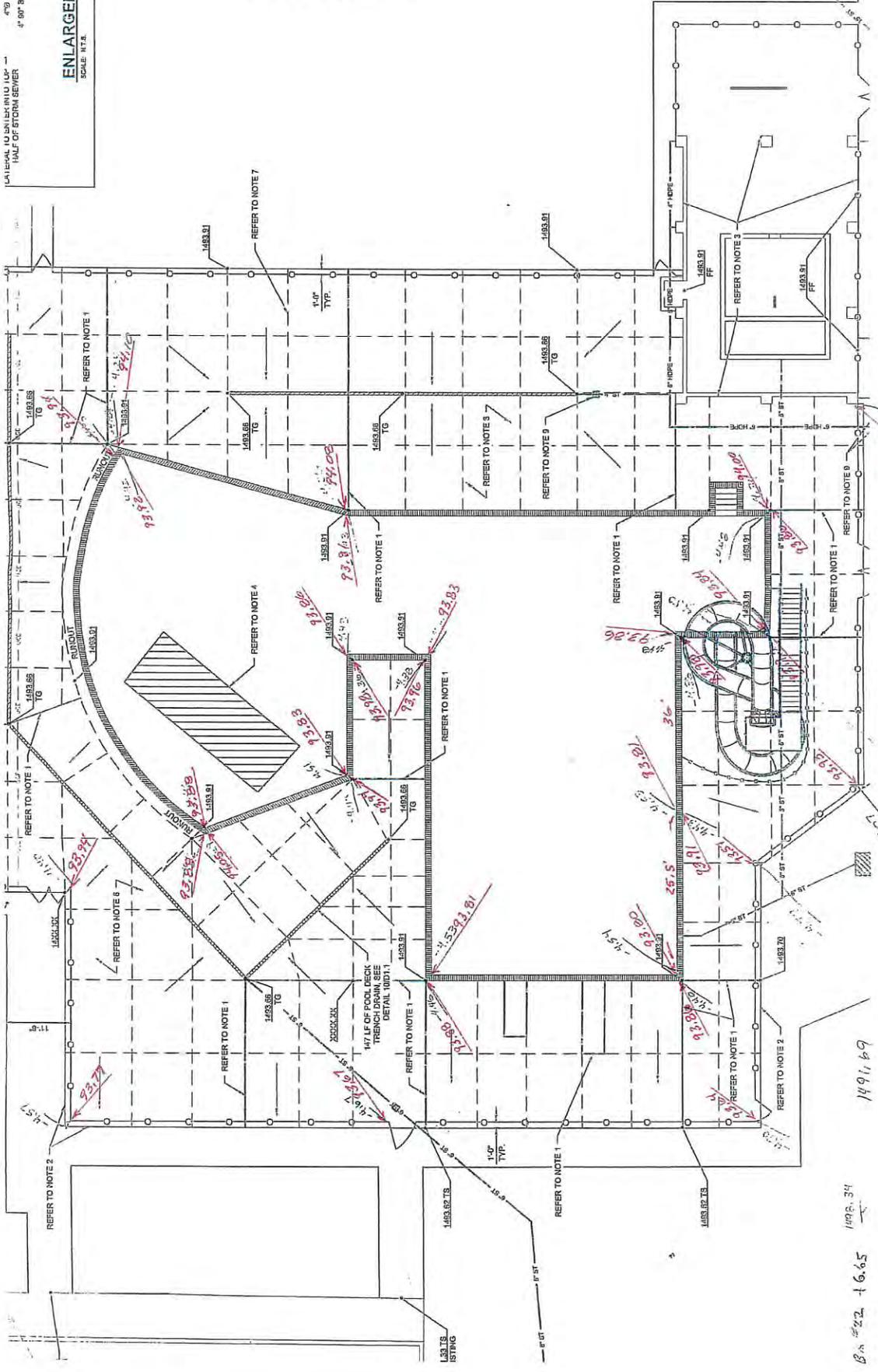
4 1/2" HOPE  
4" R/B BEND

LATERAL TO DOWNHOLE 1/4"  
HALF OF STORM SEWER

**ENLARGED VIEW NO. 1**  
SCALE: N.T.S.

- NOTE:
1. TRANSITION JOINTS W/ BELUMIT, REFER TO DETAILS ON SHEET S1.3.
  2. EXP. JOINT ALONG TRANSITION BETWEEN AND WALK, SEE DETAIL S1.3.
  3. CONCRETE SLAB BELOW PLAY FEATURE 1, W/ CONCRETE AND BUILDINGS, SEE DETAIL S1.3.
  4. CONCRETE SLAB BELOW PLAY FEATURE 1, 10" PER DETAIL 204.3.
  5. JOINT REQUIREMENT IN 801.5 TO THICKEN SLAB AND THAT CONTAINS 3-INCHER UNIK STAND.
  6. 8" CONCRETE DECK, SEE DETAIL 4/8 1.2.
  7. TYPICAL DECK CONTROL JOINT, REFER TO ADAPTER, SEE ENLARGED VIEW NO. 1 ON TP SHEET.
  8. BACKWATER VALVE

- INDICATES SURFACE DRAINAGE DIRECTION
- LEGEND**
- EX - EXISTING
  - TC - TOP OF CURB
  - GUT - GUTTER
  - TG - TOP OF GRATE
  - TS - TOP OF SIDEWALK/SLAB
  - DECK - TOP OF DECK SLAB
  - FG - FINISHED GRADE
  - FF - FINISHED FLOOR



8" #22 + 6.45

1491.34

1491.69

BB-14-199



No.	Location	6/25/2019						8/14/2019					
		Deck			Weir			Deck			Weir		
		Design	Actual	Variance	Design	Actual	Variance	Design	Actual	Variance	Design	Actual	Variance
1	NW corner	93.91	94.06	0.15	93.74	93.88	0.14	93.91	94.05	0.15	93.74	93.88	0.14
2	NE corner	93.91	94.11	0.2	93.74	93.92	0.18	93.91	94.1	0.20	93.74	93.92	0.18
3	East bend	93.91	94.08	0.17	93.74	93.91	0.17	93.91	94.08	0.17	93.74	93.91	0.17
4	SE corner	93.91	94.01	0.1	93.74	93.87	0.13	93.91	94	0.10	93.74	93.86	0.12
5	Slide S corner	93.91	93.94	0.03	93.74	93.84	0.1	93.91	93.93	0.03	93.74	93.84	0.1
6	Slide N corner	93.91	94.00	0.09	93.74	93.87	0.13	93.91	93.98	0.09	93.74	93.86	0.12
7	South side mid pt	93.91	93.92	0.01	93.74	93.82	0.08	93.91	93.91	0.01	93.74	93.81	0.07
8	SW corner	93.91	93.86	-0.05	93.74	93.81	0.07	93.91	93.86	-0.05	93.74	93.8	0.06
9	DW nw corner	93.91	93.89	-0.02	93.74	93.81	0.07	93.91	93.88	-0.02	93.74	93.81	0.07
10	DW east corner	93.91	93.98	0.07	93.74	93.84	0.1	93.91	93.96	0.07	93.74	93.83	0.09
11	Zd Se corner	93.91	93.98	0.07	93.74	93.86	0.12	93.91	93.98	0.07	93.74	93.86	0.12
12	ZD Sw corner	93.91	93.94	0.03	93.74	93.84	0.1	93.91	93.94	0.03	93.74	93.83	0.09

2/20/2020

Deck

Design	Actual	Variance	Design	Actual	Variance
93.91	94.05	0.14	93.74	93.88	0.14
93.91	94.1	0.19	93.74	93.92	0.18
93.91	94.08	0.17	93.74	93.91	0.17
93.91	94.01	0.1	93.74	93.87	0.13
93.91	93.93	0.02	93.74	93.85	0.11
93.91	94.01	0.1	93.74	93.88	0.14
93.91			93.74		
93.91	93.85	-0.06	93.74	93.81	0.07
93.91	93.88	-0.03	93.74	93.81	0.07
93.91	93.97	0.06	93.74	93.84	0.1
93.91	93.98	0.07	93.74	93.86	0.12
93.91	93.92	0.01	93.74	93.82	0.08

Deck

6/25/2019	8/14/2019	2/20/2020
0.15	0.15	0.14
0.2	0.2	0.19
0.17	0.17	0.17
0.1	0.1	0.1
0.03	0.03	0.02
0.09	0.09	0.1
0.01	0.01	
-0.05	-0.05	-0.06
-0.02	-0.02	-0.03
0.07	0.07	0.06
0.07	0.07	0.07
0.03	0.03	0.01

Weir

6/25/2019	8/14/2019	2/20/2020
0.14	0.14	0.14
0.18	0.18	0.18
0.17	0.17	0.17
0.13	0.12	0.13
0.1	0.1	0.11
0.13	0.12	0.14
0.08	0.07	
0.07	0.06	0.07
0.07	0.07	0.07
0.1	0.09	0.1
0.12	0.12	0.12
0.1	0.09	0.08