

(Amended: 11/30/20)

AGENDA
CITY COUNCIL MEETING
COMMUNITY ROOM
WAYNE COMMUNITY ACTIVITY CENTER
December 1, 2020

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

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 Community Room at the Wayne Community Activity Center as well as on the City of Wayne website at cityofwayne.org/8/Government.

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.

2. [Approval of Minutes – November 17, 2020](#)
3. [Approval of Claims](#)
4. [Adjourn Sine Die](#)
5. [Swearing in of Newly Elected Councilmembers](#)
6. [Reconvene](#)
7. [Select President of Council](#)
8. [Presentation of Dedication of Service Plaques to Outgoing Councilmembers — Jennifer Sievers and Jon Haase](#)
9. [Action to approve the City of Wayne’s 2021 group health insurance policy with Blue Cross Blue Shield — Gary Boehle, Elkhorn Agency](#)

Background: Gary was able to get the Blue Cross Blue Shield rates decreased by 2%; however, the deductible was increased from \$6,350 single/\$12,700 family to \$7,000 single/\$14,000 family. For a family, the overall out-of-pocket increase to the employee if they would meet one or both deductibles would be \$122.72 single/\$218.44 family.

10. [Resolution 2020-55: Accepting Bid and Awarding Contract on the “Pine Heights Road & Utility Improvements Project” – CDBG No. 19-PW-017 \(Tabled from the last meeting\)](#)

Background: Jon Mooberry with JEO Consulting Group will be present to answer questions posed by Council from the last meeting. Both the Engineer and the City Administrator recommend awarding this contract to Myers Construction.

11. [Ordinance 2020-21: Amending Wayne Municipal Code Title III Administration, Chapter 34 City Organizations, Section 34.06 Community Redevelopment Authority](#)

Background: To conform to State Statute, the terms of the CRA members need to be 5 years instead of 4 years.

12. Action to appoint two at-large Community Redevelopment Authority Members
13. Ordinance 2020-22: Amending Wayne Municipal Code Title IX General Regulations, Chapter 94 Health & Sanitation by adding a section entitled "Prevention of COVID-19"

Background: With the cases of COVID 19 continuing to increase in and around Wayne, as well as statewide hospital capacity being tested, this ordinance would require face coverings in public places. This draft ordinance for your consideration is very similar to the one passed in Norfolk this past week.

14. Action to set Council Retreat date
15. **Update on Potential Pool Litigation**
16. Adjourn

**MINUTES
CITY COUNCIL MEETING
November 17, 2020**

The Wayne City Council met in regular session in the Community Room of the Wayne Community Activity Center on November 17, 2020, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order with the following in attendance: Councilmembers Dwaine Spieker, 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.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 5, 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 Community Room of the Wayne Community Activity Center, as well as on the City of Wayne website at cityofwayne.org/8/Government, 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 Spieker made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of November 3, 2020, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACE HARDWARE & HOME, SU, 239.38; ALL HOURS TOWING, SE, 240.76; AMERITAS, SE, 154.17; AMERITAS, SE, 2388.40; AMERITAS, SE, 72.00; AMERITAS, SE, 90.14; APPEARA, SE, 94.29; ARC-HEALTH & SAFETY, SE, 242.00; BAKER & TAYLOR BOOKS, SU, 926.52; BAKER & TAYLOR BOOKS, SU, 38.36; BEHNKIE, NATE, SE, 70.00; BERNAL, HERWIN, RE, 500.00; BIG RIVERS ELECTRIC CORPORATION, SE, 180228.19; BORDER STATES INDUSTRIES, SU, 25.62; BRENTLINGER, CASEY, SE, 30.00; BSN SPORTS, SU, 303.14; BUSSE, HALLEY, SE, 24.00; CARLSON WEST PVONDRA ARCHITECTS, SE, 5500.00; CENTURY LUMBER, SU, 370.63;

CERTIFIED TESTING SERVICES, SE, 234.00; CITIZENS STATE BANK, RE, 1480.08; CITY EMPLOYEE, RE, 131.00; CITY EMPLOYEE, RE, 430.27; CITY EMPLOYEE, RE, 237.60; CITY OF WAYNE, RE, 430.27; CITY OF WAYNE, PY, 79419.07; CITY OF WAYNE, RE, 174.00; COPY WRITE PUBLISHING, SE, 123.30; COTTONWOOD WIND PROJECT, SE, 16522.08; DE NORA WATER TECHNOLOGIES, SU, 3138.73; DEARBORN LIFE INSURANCE COMPANY, SE, 2489.21; DOESCHER REPAIR, SE, 144.00; DUGAN BUSINESS FORMS, SU, 626.70; EASYPERMIT POSTAGE, SU, 1816.19; ED M. FELD EQUIPMENT, SU, 129.41; ELECTRONIC ENGINEERING, SE, 795.83; FAITH REGIONAL PHYSICIAN SERV, SE, 30.00; FLOOR MAINTENANCE, SU, 253.41; FLOORING SOLUTIONS, SE, 2668.15; FREDRICKSON OIL, SU, 39.00; GERHOLD CONCRETE, SU, 104.92; GILL HAULING, SE, 261.25; GLOBAL PAYMENTS INTEGRATED, SE, 275.00; GROSSENBURG IMPLEMENT, SU, 23.40; GUARANTEED LANDSCAPING & SPRINKLERS, SU, 487.50; HILAND DAIRY, SE, 265.32; ICMA, SE, 8010.19; INGRAM LIBRARY SERVICES, SU, 746.21; IOWA PUMP WORKS, SU, 65.31; IRS, TX, 9986.86; IRS, TX, 13378.18; IRS, TX, 3128.68; KELLY SUPPLY COMPANY, SU, 292.15; KNEIFL, BROOKS, SE, 24.00; KNEIFL, JACOB, SE, 24.00; LOVEJOY, BRIAN, SE, 70.00; LUTT OIL, SU, 6018.85; MAROTZ, MORGAN, SE, 24.00; MATHESON-LINWELD, SU, 35.06; MERCHANT SERVICES, SE, 1626.59; MERCHANT SERVICES, SE, 2431.57; MERCHANT SERVICES, SE, 53.65; MIDWEST ALARM SERVICES, SE, 686.94; MIDWEST LABORATORIES, SE, 182.00; NE DEPT OF REVENUE, TX, 4215.53; NPPD, SE, 27324.55; NFPA, FE, 175.00; NORFOLK DAILY NEWS, SE, 169.80; NORTHEAST POWER, SE, 6735.00; OCC BUILDERS, RE, 1000.00; ONE CALL CONCEPTS, SE, 81.95; PAC N SAVE, SU, 1041.66; PAC N SAVE, SU, 12.51; PEDRO, ANTONIO MATEO, RE, 500.00; PLUNKETT'S PEST CONTROL, SE, 32.45; PROGRESSIVE PROPERTIES, RE, 2768.97; PROGRESSIVE PROPERTIES, RE, 8871.78; PROGRESSIVE PROPERTIES, RE, 7689.38; QHA CLEANING, SE, 1,375.00; QUADIENT FINANCE USA, SU, 1000.00; QUALITY 1 GRAPHIC, SU, 107.00; RIDLING, JOE, SE, 12.00; ROTARY CLUB OF WAYNE, FE, 160.00; SERVICE TECH OF CENTRAL IOWA, SU, 678.04; SIOUX CONTRACTORS, SE, 13430.00; SKARSHAUG TESTING LAB, SE, 498.49; SOBOTKA, CALEB, SE, 24.00; STAPLES, SU, 351.51; STATE NEBRASKA BANK & TRUST, SE, 61.28; STATE NEBRASKA BANK-PETTY CASH, RE, 91.63; TOTAL GRAPHICS, SU, 96.05; US BANK, SU, 3150.80; US FOODSERVICE, SU, 1625.34; VERIZON, SE, 416.68; WAED, SE, 5000.00; WAYNE AUTO PARTS, SU, 553.48; WAYNE COUNTY CLERK, SE, 10.00; WAYNE HERALD, SE, 48.00; WAYNE HERALD, SE, 1445.04; WAYNE HERALD, SE, 80.50; WAYNE VETERINARY CLINIC, SE, 238.00; WELLS, LARRY, SE, 70.00; WESCO, SU, 1826.49; WAPA, SE, 15280.50; WESTERN RIDGE III, RE, 8720.70; WILSON, ZANE, SE, 30.00; WISNER WEST, SU, 31.95; WORLDPAY INTERGRATES PAYMENTS, SE, 256.70; ZACH HEATING & COOLING, SE, 1280.00; BARTOS, JENNIFER, RE, 10.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1560.00; BOK FINANCIAL, RE, 3913.75; BOK FINANCIAL, RE, 15811.25; BORDER STATES INDUSTRIES, SU, 202.87; CITY OF WAYNE, RE, 66.56; ECHO GROUP, SU, 170.50; ED M. FELD EQUIPMENT, SU, 1294.00; GERHOLD CONCRETE, SU, 50.22; JEO CONSULTING GROUP, SE, 4047.00; KEPSCO ENGRAVING, SU, 47.60; KLEIN ELECTRIC, SE, 473.00; MAIN STREET GARAGE, SE, 50.00; MARCO TECHNOLOGIES, SE, 191.17; MERIT MECHANICAL, SE, 944.50; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 32009.24; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 228894.81; NORFOLK DAILY NEWS, SE, 40.00; NNEDD, SE, 165.00; ONE OFFICE SOLUTION, SU, 216.95; PEPSI COLA OF SIOUXLAND, SU, 616.80; POLLARD PUMPING, SE, 250.00; SKARSHAUG TESTING LAB, SU, 1.00; SOOLAND BOBCAT, SU, 1016.81; STAPLES, SU, 95.31; TOM'S BODY & PAINT SHOP, SE, 282.02; WAYNE COUNTY COURT, RE, 150.00

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

Julie Rother, Director of the Northeast Nebraska Department of Health, gave an update on COVID-19.

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class D Liquor License on behalf of DSF Wayne Short Stop, LLC, d/b/a “Short Stop” located at 1034 Main Street.

Dan and Shelly Fehringer were present to answer questions. They are purchasing the former Mr. G’s Quick Stop.

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

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

Councilmember Spieker introduced Resolution No. 2020-54 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2020-54

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS D LIQUOR LICENSE — DSF WAYNE SHORT STOP, LLC, D/B/A “SHORT STOP.”

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

Mayor Giese stated the following Ordinance and Resolution pertain to entering into a Franchise Agreement with ALLO Communications, LLC, to provide internet, cable and phone service to the citizens of Wayne.

Dwight Winner and Al Schroeder, representing ALLO Communications, LLC, were present to answer any questions.

The proposed Franchise Agreement will be for 15 years, with a 15-year extension. This is a non-exclusive franchise agreement, and therefore if the City would ever get to a point where they feel ALLO is not providing the service as expected, the City can ask another cable company to provide service in Wayne. The City will also enter into a “Pole Use Agreement” with ALLO to use the City’s utility poles to make

attachments of their fiber transmission lines. The amount of \$11.00 per pole will be increased to \$12.00 per pole in December 2023 through the end of November, 2027.

Councilmember Sievers introduced Ordinance 2020-20, and moved for its approval; Councilmember Spieker seconded.

ORDINANCE NO. 2020-20

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO ALLO COMMUNICATIONS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS TO OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF WAYNE, NEBRASKA, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE PROVIDING FOR CITY REGULATION AND USE OF THE CABLE TELEVISION SYSTEM, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Spieker 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, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Spieker to move for final approval of Ordinance No. 2020-20. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers introduced Resolution No. 2020-58 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2020-58

A RESOLUTION APPROVING POLE USE AGREEMENT BETWEEN THE CITY OF WAYNE AND ALLO COMMUNICATIONS LLC.

Councilmember Eischeid opined that he wanted to make sure that placing the fiber underground would be a priority or an urgency.

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

Jon Mooberry, representing JEO Consulting Group, Inc., stated the City received three bids on the “Pine Heights Road and Utility Improvements Project – CDBG No. 19-PW-017.” The engineer’s opinion of probable cost for the entire project was estimated at \$709,000, not including the industry standard 5% contingency. He noted that when bids were opened and read aloud, A&R Construction submitted a bid total of \$717,683.23 for all groups. However, an error was found in A&R’s total bid in their review of unit prices and summation for each group bid. The error resulted in a final total bid from A&R Construction of \$734,883.23. Due to this error, the low bidder for the project was Myers Construction with a total bid price of \$726,079.74. Mr. Mooberry has reviewed the low bid and contacted references provided to gather information. The unit prices submitted are acceptable with typical average unit prices for this scope of work. Based on his past experience and in speaking with references provided, Myers Construction is a quality contractor and is recommended to Council for consideration and award of the project.

Councilmember Woehler had concerns regarding the low bidder (e.g. references; no history with full width slip paving; and incorrect sales tax amount on the bid). In addition, he wanted to know if the contractor was a Type 1 or Type 2 contractor.

Attorney Miller advised the Council they are required to take the lowest responsible bid, and the Engineer has made his recommendation. Unless the Council can declare that Myers Construction is an irresponsible bidder, the Council is required to go with the lowest bid.

Mr. Mooberry stated he could follow-up with Myers Construction on the concerns of Council and also get additional information on references, etc., and that postponing action on this matter until the December 1st Council meeting will not be an issue.

After discussion, Councilmember Sievers made a motion, which was seconded by Councilmember Spieker, to table action on Resolution 2020-55 until the next meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Eischeid who voted Nay, the Mayor declared the motion carried.

Mr. Mooberry then presented Amendment No. 1 to the original contract for the Nebraska Street Improvements Project. JEO is requesting approval of additional fees due to field time required by their resident project representative during construction that was not anticipated or scoped in their original engineering agreement established prior to starting of design on the project. Although the total construction timeframe was extended approximately 11 weeks, from 16 weeks to 27 weeks, the additional fee of \$4,744 equates to approximately 2 weeks of additional field inspection time based on 18 hours per week of part-time inspection.

After discussion, Councilmember Spieker introduced Resolution 2020-56, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2020-56

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE OWNER-ENGINEER AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ADDITIONAL SERVICES ON THE “2019 NEBRASKA STREET IMPROVEMENTS PROJECT – CDBG NO. 16-CD-208” FOR \$2,372.00 **(ONE-HALF OF ORIGINAL AMOUNT REQUESTED - \$4,744)**.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Karsky who voted Nay, the Mayor declared the motion carried.

The following Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2020. This is an annual requirement for determining the City’s calendar year 2020 incentive funds.

Councilmember Sievers introduced Resolution 2020-57, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2020-57

A RESOLUTION AUTHORIZING THE SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM – 2020.

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

Mayor Giese requested Council consideration to the appointment of BJ Woehler and Sheryl Lindau to the Problem Resolution Team.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen approving the appointment of Sheryl Lindau and BJ Woehler to the Problem Resolution Team. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Discussion took place in regard to making an offer on Tax Lot 22 in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska (111 Fairgrounds Avenue).

Administrator Blecke stated that this is the property better known as the former Pick property that the Community Redevelopment Authority (CRA) owns. The CRA has \$24,300 in this property, and they set that as the sale price on the property. The CRA put this property up for sale and received two offers. One offer fell through and another offer was acted upon at the CRA meeting this evening, but the motion failed. In the meantime, the City has expressed an interest in the property, mainly as a negotiation tool with the other bidder (BJ Woehler).

The bid that was acted upon at the CRA meeting started at \$12,500, but then went up to \$15,000 (Robert Woehler & Sons Construction). The vote was 3-2 in favor of selling the property to Robert Woehler & Sons Construction, but Attorney Miller noted that when you are doing a motion for the sale of land, you need 4 affirmative votes (majority - 7 members in CRA).

After discussion, Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to make an offer to the Community Redevelopment Authority in the amount of \$24,300 for the purchase of Tax Lot 22 in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska (111 Fairgrounds Avenue). Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers, Haase, and Woehler who voted Nay, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:23 p.m.



Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGREEMENT	928.29
ADAMS, BRIAN	REC BASKETBALL REFUND	30.00
AMAZON.COM, LLC	DVD'S, OFFICE SUPPLIES	659.10
AMERITAS LIFE INSURANCE	AMERITAS ROTH	209.24
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	89.61
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,569.14
ARC-HEALTH & SAFETY	CPR MASKS	650.60
AVERY, STEVE	REC BASKETBALL REFUND	25.00
BALDWIN, KARI	REC BASKETBALL REFUND	50.00
BARGHOLZ, CHRISTINA	REC BASKETBALL REFUND	25.00
BIRKEL, THOMAS	REC BASKETBALL REFUND	25.00
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	52,148.99
BOLLES, DAMON	REC BASKETBALL REFUND	25.00
BOSE, JULIE	REC BASKETBALL REFUND	30.00
BRANDOW, JENNY	REC BASKETBALL REFUND	30.00
BROGREN, SCOTT	REC BASKETBALL REFUND	30.00
CENTURYLINK	TELEPHONE CHARGES	427.60
CHASE, SCOTT	REC BASKETBALL REFUND	40.00
CHAVEZ, EDGAR	REC BASKETBALL REFUND	25.00
CITY EMPLOYEE	MEDICAL/MASK REIMBURSEMENT	190.12
CITY EMPLOYEE	REC BASKETBALL REFUND	25.00
CITY EMPLOYEE	REC BASKETBALL REFUND	40.00
CITY EMPLOYEE	MASK REIMBURSEMENT	70.70
CITY EMPLOYEE	MASK REIMBURSEMENT	-70.70
CITY EMPLOYEE	MASS REIMBURSEMENT	10.70
CITY EMPLOYEE	VISION REIMBURSEMENT	131.00
CITY EMPLOYEE	REC BASKETBALL REFUND	25.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	414.71
CITY EMPLOYEE	REC BASKETBALL REFUND	25.00
CITY EMPLOYEE	REC BASKETBALL REFUND	15.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	140.80
CITY EMPLOYEE	VISION REIMBURSEMENT	81.20
CITY OF WAYNE	PAYROLL	91,908.52
CITY OF WAYNE	UTILITY REFUNDS	520.00
CITY OF WAYNE	WAED MEDICAL REIMBURSEMENT	140.80
CLAUSSEN, HEIDI	REC BASKETBALL REFUND	25.00
CLIFF, JOSH	REC BASKETBALL REFUND	30.00
CONTRERAS, SHERRY	REC BASKETBALL REFUND	40.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	61.04
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	9.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	96.82
DOBBINS, MELISSA	REC BASKETBALL REFUND	25.00

DUNKLAU, RYAN	REC BASKETBALL REFUND	30.00
DUTCHER, JUSTIN	REC BASKETBALL REFUND	15.00
DUTTON-LAINSON COMPANY	WATER ERTS	1,800.82
EKBERG, ERIC	REC BASKETBALL REFUND	30.00
ELLYSON, WADE	REC BASKETBALL REFUND	25.00
ENDICOTT, ADAM	REC BASKETBALL REFUND	30.00
FEHRINGER, MICHAEL	REC BASKETBALL REFUND	25.00
FISCHER, DIANA	REC BASKETBALL REFUND	25.00
FRANCIS, JEFF	REC BASKETBALL REFUND	25.00
FRANCO, ELDA	AUDITORIUM DEPOSIT REFUND	200.00
FRANK, HEATHER	REC BASKETBALL REFUND	25.00
GALE/CENGAGE LEARNING	BOOKS	198.17
GAMBLE, BRIAN	REC BASKETBALL REFUND	25.00
GREVE, RODNEY	REC BASKETBALL REFUND	25.00
GUBBELS, JOE	REC BASKETBALL REFUND	50.00
GUBBELS, JULIE	REC BASKETBALL REFUND	25.00
HAASE, MINDY	REC BASKETBALL REFUND	25.00
HALL, BRANDON	REC BASKETBALL REFUND	50.00
HALLE, KEVIN	REC BASKETBALL REFUND	60.00
HAMIK, KIM	REC BASKETBALL REFUND	25.00
HANK, RYAN	REC BASKETBALL REFUND	50.00
HANSEN, SCOTT	REC BASKETBALL REFUND	20.00
HANSEN, TONY	REC BASKETBALL REFUND	80.00
HARMER, NICOLE	REC BASKETBALL REFUND	25.00
HARRIS, TAYLOR	REC BASKETBALL REFUND	20.00
HAYS, BRYAN	REC BASKETBALL REFUND	25.00
HEISER, RYAN	REC BASKETBALL REFUND	25.00
HEITHOLD, BRYCE	REC BASKETBALL REFUND	20.00
HEITHOLD, JASON	REC BASKETBALL REFUND	30.00
HEITHOLD, MANDY	REC BASKETBALL REFUND	65.00
HENNEMAN, JENNA	REC BASKETBALL REFUND	25.00
HICKS, KIM	REC BASKETBALL REFUND	30.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	129.37
HISTORY NEBRASKA	SUBSCRIPTION RENEWAL	35.00
HOLZ, TRAVIS	REC BASKETBALL REFUND	30.00
HOMETOWN LEASING	CITY HALL COPIER LEASE	436.02
HOPKINS, JOSH	REC BASKETBALL REFUND	25.00
HUFF, KYLE	REC BASKETBALL REFUND	40.00
HURNER, CASEY	REC BASKETBALL REFUND	25.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,018.74
IRS	MEDICARE WITHHOLDING	3,559.52
IRS	FEDERAL WITHHOLDING	10,733.77
IRS	FICA WITHHOLDING	15,220.30
ISLAND SPRINKLER SUPPLY CO	IRRIGATION REPAIR SUPPLIES	81.90
JACK'S UNIFORMS	POLICE UNIFORM	262.65
JENSEN, JESSI	REC BASKETBALL REFUND	25.00
JEO CONSULTING GROUP	MASTER SERVICE AGREEMENT	2,859.50

Vendor	Payable Description	Payment Total
JONES, MATT	REC BASKETBALL REFUND	25.00
JUDD, DAN	REC BASKETBALL REFUND	40.00
JURGENSEN, MATT	REC BASKETBALL REFUND	30.00
KAHN, SCOTT	REC BASKETBALL REFUND	30.00
KENNEDY, TIFFANY	REC BASKETBALL REFUND	30.00
KRAMER, BRETT	REC BASKETBALL REFUND	50.00
KUTCHA, ANDY	REC BASKETBALL REFUND	25.00
LEATHERDALE, REBECCA	REC BASKETBALL REFUND	25.00
LEGLER, KELLY	REC BASKETBALL REFUND	25.00
LIPP, NICK	REC BASKETBALL REFUND	40.00
LUTTER, BETH	REC BASKETBALL REFUND	25.00
MCGUIRE, CHRIS	REC BASKETBALL REFUND	25.00
MCINTOSH, SCOTT	REC BASKETBALL REFUND	70.00
MCMANIGAL, MELANIE	REC BASKETBALL REFUND	50.00
MCMENAMIN, JOHN	REC BASKETBALL REFUND	50.00
MEYER, KELLY	REC BASKETBALL REFUND	25.00
MOORMEIER, KARI	REC BASKETBALL REFUND	25.00
MOSTEK, SCOTT	REC BASKETBALL REFUND	25.00
MYER, TIFFANY	REC BASKETBALL REFUND	20.00
NATIONAL BUSINESS FURNITURE, LLC	DESKS	1,026.20
NE DEPT OF REVENUE	STATE WITHHOLDING	4,567.92
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	63.00
NELSON, JEREMY	REC BASKETBALL REFUND	25.00
NELSON, MATT	REC BASKETBALL REFUND	20.00
NELSON, TATE	REC BASKETBALL REFUND	25.00
NOLTE, SHANDI	REC BASKETBALL REFUND	65.00
NORTHEAST POWER	WHEELING CHARGES	18,917.44
OCLC, INC	WEB DEWEY	336.60
OWNEI, MARIA	REC BASKETBALL REFUND	50.00
PARKER, RUSTY	BUILDING PERMIT DEPOSIT REFUND	500.00
PATEFIELD, DAVID	REC BASKETBALL REFUND	50.00
PCAN	MEMBERSHIP DUES	50.00
PETERSEN, KELLY	REC BASKETBALL REFUND	25.00
POLAND, LYNN	REC BASKETBALL REFUND	50.00
RAGER, ALISSA	REC BASKETBALL REFUND	20.00
REDDEN, GARY	REC BASKETBALL REFUND	50.00
ROBERT WOEHLE & SONS	RETAINING WALL	9,000.00
ROCKHILL, DAN	REC BASKETBALL REFUND	40.00
RUBENDALL, RACHEAL	REC BASKETBALL REFUND	50.00
RUWE, SARA	REC BASKETBALL REFUND	40.00
SALTZMAN, MATT	REC BASKETBALL REFUND	20.00
SCHAFFER, PEG	REC BASKETBALL REFUND	30.00
SCHLICKBERND, MIKE	REC BASKETBALL REFUND	30.00
SCHMALE, JESSICA	REC BASKETBALL REFUND	20.00
SCHRAMM, NANCY	REC BASKETBALL REFUND	25.00
SEVERSON, LANIE	REC BASKETBALL REFUND	25.00

Vendor	Payable Description	Payment Total
SHARER, LIZ	REC BASKETBALL REFUND	25.00
SIEVERS, SCOTT	REC BASKETBALL REFUND	50.00
SIMS,NATE	REC BASKETBALL REFUND	20.00
SPIEKER, DWAIN	REC BASKETBALL REFUND	20.00
STARZL, COLLEEN	REC BASKETBALL REFUND	25.00
STATE NEBRASKA BANK & TRUST	WATER BANS	9,787.50
STEEN, JEAN	REC BASKETBALL REFUND	20.00
STEFFEN TRUCK EQUIPMENT INC	HYDRAULIC POWER UNIT	7,900.00
STURM, MIKE	REC BASKETBALL REFUND	25.00
TENTINGER, CRAIG	REC BASKETBALL REFUND	50.00
THETA PHI ALPHA	AUDITORIUM DEPOSIT REFUND	150.00
TIEDTKE, DAN	REC BASKETBALL REFUND	25.00
TOTAL GRAPHICS	FACE MASKS	15.95
UTILITY EQUIPMENT CO	HYDRANT BRACKET/GASKETS	477.56
VALENZUELA, YESENIA	REC BASKETBALL REFUND	20.00
WACKER HOME IMPROVEMENT	BUILDING PERMIT DEPOSIT REFUND	500.00
WAYNE COUNTY COURT	BOND	150.00
WAYNE FOOD PANTRY	ME WAY DONATION-BACKPACK PROGRAM	735.00
WEMHOFF, ANTHONY	REC BASKETBALL REFUND	25.00
WILLIAMS, LACEY	REC BASKETBALL REFUND	25.00
WILTMAN, KEVIN	REC BASKETBALL REFUND	30.00
WISNER WEST	FD GASOLINE	76.55
WOEHLER, MARCI	REC BASKETBALL REFUND	25.00
WOEHLER, MATT	REC BASKETBALL REFUND	25.00
ZARATE, VICTOR	REC BASKETBALL REFUND	25.00
ZAVALA, LAURA	REC BASKETBALL REFUND	40.00
ZIMCO SUPPLY	FERTILIZER	130.00
ZISKA, BRANDON	REC BASKETBALL REFUND	25.00
Grand Total:		252,833.76



Medical Proposed Rates

Group Name:	City of Wayne	Prepared On:	November 17, 2020
Effective Date:	January 1, 2021		

Plan Info

Option Number	Option 1		
Plan Name	BF66		
Offered as Renewal or Alternate	Renewal		
HSA	Yes		
3 - Tier Plan	No		

Benefits

Best Network	NetworkBlue		
Copays (PCP/SPC)	Ded+Coins		
Deductible (Single/Family)	\$7000/\$14000		
Coinsurance (Member Pays)	0%		
Out-Of-Pocket (Single/Family)	\$7000/\$14000		
Pharmacy	Ded+Coins		
Tier 2 Network	N/A		
Deductible (Single/Family)	N/A		
Coinsurance (Member Pays)	N/A		
Out-Of-Pocket (Single/Family)	N/A		
Out Of Network			
Deductible (Single/Family)	\$14000/\$28000		
Coinsurance (Member Pays)	50%		
Out-Of-Pocket (Single/Family)	\$28000/\$56000		

Enrollment

Employee	13		
Employee & Family	20		
Employee & Spouse	5		
Employee & Children	1		
Total	39		

	Premiums	
	Current	Proposed
Monthly Premium Rates		
Employee	\$607.09	\$594.95
Employee & Family	\$1,760.56	\$1,725.35
Employee & Spouse	\$1,244.53	\$1,219.64
Employee & Children	\$1,062.41	\$1,041.16
Aggregate Premiums		
Monthly Premiums	\$50,388	\$49,381
Annual Premiums	\$604,661	\$592,569
Change From Current		-2.00%

Expense Buildups	
Loss Ratio	85.08%
Including:	
Federal Health Insurer Tax	0.00%
Commissions	Standard

*Please be advised that Blue Cross and Blue Shield of Nebraska does not perform plan discrimination testing. Such activities are the responsibility of the employer.

Produced by Group Underwriting
Prepared By: DE

RESOLUTION NO. 2020-55

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“PINE HEIGHTS ROAD & UTILITY IMPROVEMENTS PROJECT” CDBG NO.
19-PW-017.**

WHEREAS, three bids were received on November 3, 2020, on the “Pine Heights Road & Utility Improvements Project” CDBG No. 19-PW-017; and

WHEREAS, the bids have been reviewed by the City’s Engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., 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 “Pine Heights Road & Utility Improvements Project” CDBG No. 19-PW-017, as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Myers Construction, Inc. Broken Bow, Nebraska	\$726,079.74

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 1st day of December, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



November 9, 2020

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

RE: Review/Recommendation of Acceptance of Low Bid
Wayne 2021 Pine Heights Street & Utility Improvements
City No. M-617(128), CDBG No. 19-PW-017
JEO Project No. 190286

Dear Wes and City Council:

On November 3, 2020, bids were received and opened with the assistance of JEO Consulting Group for the Wayne 2021 Pine Heights Street & Utility Improvements project. There were three (3) bidders for this project. The Engineer's Opinion of Probable Cost for the entire project was estimated at \$709,000, not including the industry standard 5% contingency. A tabulation of the bids received are provided for your reference.

Note, when bids were opened and read aloud, A&R Construction submitted a bid total of \$717,683.23 for all groups. However, an error was found in A&R's total bid in our review of unit prices and summation for each group bid. The error resulted in final total bid from A&R Construction of \$734,883.23. Due to this error, the low bidder for the project was Myers Construction with total bid price of \$726,079.74.

I have reviewed the low bid and contacted references provided to gather information. The unit prices submitted are acceptable with typical average unit prices for scope of work. Based on my past experience and in speaking with references provided, Myers Construction is a quality contractor and is recommended to the Council for consideration and award of the project.

If you have any further questions or concerns as we work through this process, please feel free to contact me at 402.443.7487 or by email at jmooberry@jeo.com.

Sincerely,

A handwritten signature in black ink that reads "Jon W. Mooberry".

Jon W. Mooberry, PE
Project Manager

Cc (Via Email); Jan Merrill, Joel Hansen



Bid Tab

PROJECT | Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017

JEO PROJECT NO. | 190286.00

LOCATION | Wayne, Nebraska

LETTING | November 3, 2020 @ 10:30 AM

OPINION OF PROBABLE COST | \$700,400.00

Bidder	Total Group A	Total Group B	Total Group C	Total Group C1	Total Group D	Total All Groups	Start Date
Myers Construction, Inc. Broken Bow, NE	\$376,865.80	\$34,777.20	\$158,502.04	\$13,156.66	\$142,778.04	\$726,079.74	April 4, 2021
A&R Construction Co. Plainview, NE	\$466,284.21	\$33,733.06	\$95,205.56	\$8,600.00	\$131,060.40	\$734,883.23	July 1, 2021
Robert Woehler & Sons Construction Inc. Wayne, NE	\$441,889.64	\$34,100.00	\$133,060.00	\$12,000.00	\$128,750.00	\$749,799.64	April 4, 2021



Tab Sheet

PROJECT | Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017

JEO PROJECT NO. | 190286.00

LOCATION | Wayne, Nebraska

					Myers Construction	A&R Construction	
GROUP A - PAVING IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$24,000.00
2	1	LS	Temporary Traffic Control Measures		\$12,500.00		\$11,400.00
3	1	LS	Clearing and Grubbing		\$5,000.00		\$1,900.00
4	4	EA	Remove Tree	\$1,200.00	\$4,800.00	\$1,100.00	\$4,400.00
5	367	CY	Excavation, Established Quantity	\$6.00	\$2,202.00	\$9.47	\$3,475.49
6	3,232	SY	Remove Pavement	\$6.00	\$19,392.00	\$12.54	\$40,529.28
7	2,445	SF	Remove Concrete Sidewalk	\$3.00	\$7,335.00	\$2.47	\$6,039.15
8	1,482	SY	Subgrade Stabilization (Field Approval Required)	\$22.00	\$32,604.00	\$14.47	\$21,444.54
9	2,964	SY	8" Concrete Pavement	\$70.40	\$208,665.60	\$77.14	\$228,642.96
10	1	LS	Steel Reinforcement In Paving		\$7,000.00		\$44,000.00
11	419	SY	6" Concrete Driveway	\$63.80	\$26,732.20	\$68.47	\$28,688.93
12	2,785	SF	5" Concrete Sidewalk	\$6.40	\$17,824.00	\$10.69	\$29,771.65
13	48	SF	Detectable Warning Panels	\$24.00	\$1,152.00	\$37.16	\$1,783.68
14	803	LF	Silt Fence, Low Porosity	\$7.00	\$5,621.00	\$3.00	\$2,409.00
15	2	EA	Area Inlet Sediment Filter	\$450.00	\$900.00	\$250.00	\$500.00
16	5	EA	Curb Inlet Sediment Filter	\$450.00	\$2,250.00	\$200.00	\$1,000.00
17	2,104	SY	Hydro-Seeding, Fertilizer	\$2.00	\$4,208.00	\$2.87	\$6,038.48
18	93	LF	Remove Fence	\$12.00	\$1,116.00	\$9.00	\$837.00
19	83	LF	4' Chain Link Fence	\$24.00	\$1,992.00	\$38.47	\$3,193.01
20	64	SF	Modular Block Retaining Wall	\$48.00	\$3,072.00	\$97.36	\$6,231.04
TOTAL GROUP A - PAVING IMPROVEMENTS					\$376,865.80		\$466,284.21
GROUP B - STORM SEWER IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$4,100.00
2	2	EA	Square Manhole Frame & Cover	\$1,870.00	\$3,740.00	\$4,901.00	\$9,802.00
3	62	LF	18" Round Equivalent (RE) RCP, Class III	\$72.60	\$4,501.20	\$66.12	\$4,099.44
4	1	EA	Storm Sewer Tap, 18"	\$500.00	\$500.00	\$1,263.00	\$1,263.00
5	1	EA	Modified Manhole Top with Ring & Cover	\$3,500.00	\$3,500.00	\$2,900.00	\$2,900.00
6	2	EA	Curb Inlet (y=8')	\$4,550.00	\$9,100.00	\$5,474.00	\$10,948.00
7	26	LF	4" PVC Drain Pipe	\$36.00	\$936.00	\$23.87	\$620.62
TOTAL GROUP B - STORM SEWER IMPROVEMENTS					\$34,777.20		\$33,733.06
GROUP C - WATER MAIN IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$10,000.00
2	996	LF	8" PVC Water Main, DR 18	\$59.70	\$59,461.20	\$36.11	\$35,965.56
3	5	EA	Connect to Existing Water Main	\$1,101.00	\$5,505.00	\$1,090.00	\$5,450.00
4	10	EA	8" 45° Bend, MJR	\$588.00	\$5,880.00	\$436.00	\$4,360.00
5	4	EA	8" 22.5° Bend, MRJ	\$558.00	\$2,232.00	\$420.00	\$1,680.00
6	1	EA	8" 90° Bend, MJR	\$558.00	\$558.00	\$461.00	\$461.00
7	2	EA	8" x 6" x 8" Tee, MJR	\$693.00	\$1,386.00	\$519.00	\$1,038.00
8	5	EA	8" x 8" x 8" Tee, MJR	\$927.00	\$4,635.00	\$609.00	\$3,045.00

9	3	EA	8" x 6" Reducer, MJR	\$417.00	\$1,251.00	\$400.00	\$1,200.00
10	1	EA	8" x 4" Reducer, MJR	\$426.00	\$426.00	\$400.00	\$400.00
11	8	EA	8" Gate Valve and Box, MJR	\$2,582.50	\$20,660.00	\$1,577.00	\$12,616.00
12	307	LF	1" PE Water Service (SDR 7)	\$31.12	\$9,553.84	\$21.00	\$6,447.00
13	11	EA	8" x 1" Saddle	\$360.00	\$3,960.00	\$189.00	\$2,079.00
14	11	EA	1" Corporation Stop	\$444.00	\$4,884.00	\$198.00	\$2,178.00
15	11	EA	1" Curb Stop and Box	\$978.00	\$10,758.00	\$333.00	\$3,663.00
16	11	EA	Connect Existing Water Service	\$432.00	\$4,752.00	\$129.00	\$1,419.00
17	2	EA	Remove Existing Fire Hydrants	\$1,550.00	\$3,100.00	\$506.00	\$1,012.00
18	8	LF	Tunnel Water Services	\$600.00	\$4,800.00	\$21.00	\$168.00
19	4	EA	Remove Valve Boxes	\$550.00	\$2,200.00	\$506.00	\$2,024.00
SUBTOTAL GROUP C - WATER MAIN IMPROVEMENTS					\$158,502.04		\$95,205.56
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP C @ 7.5%							
TOTAL GROUP C - WATER MAIN IMPROVEMENTS					\$158,502.04		\$95,205.56
GROUP C1 - WATER MAIN IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	2	EA	6" Fire Hydrant Assembly	\$6,578.33	\$13,156.66	\$4,300.00	\$8,600.00
TOTAL GROUP C1 - WATER MAIN IMPROVEMENTS					\$13,156.66		\$8,600.00
GROUP D - SANITARY SEWER IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$11,000.00
2	3	EA	Remove Sanitary Sewer Manholes	\$3,500.00	\$10,500.00	\$1,200.00	\$3,600.00
3	66.9	VF	48" Dia. Concrete Manhole	\$503.76	\$33,701.54	\$790.00	\$52,851.00
4	710	LF	8" PVC Sanitary Sewer Main, SDR 26	\$71.40	\$50,694.00	\$58.47	\$41,513.70
5	4	EA	Connect to Existing Sanitary Sewer Main	\$456.00	\$1,824.00	\$550.00	\$2,200.00
6	337	LF	4" PVC Sanitary Sewer Service, SDR 26	\$46.50	\$15,670.50	\$35.10	\$11,828.70
7	11	EA	8" x 4" Wye, PVC	\$440.00	\$4,840.00	\$166.00	\$1,826.00
8	11	EA	4" x 45 Bend, PVC	\$704.00	\$7,744.00	\$157.00	\$1,727.00
9	11	EA	Connect Existing Sewer Service	\$264.00	\$2,904.00	\$274.00	\$3,014.00
10	3	EA	Plug and Abandon Existing Sewer Main	\$800.00	\$2,400.00	\$500.00	\$1,500.00
TOTAL GROUP D - SANITARY SEWER IMPROVEMENTS					\$142,778.04		\$131,060.40
TOTAL GROUPS A, B, C, C1 & D					\$726,079.74		\$734,883.23

BID FORM

PROJECT IDENTIFICATION:

PROJECT NAME: Pine Heights Road & Utility Improvements

JEO PROJECT NO.: 190286.00

CDBG PROJECT NO.: 19-PW-017

Myers Construction, Inc.
NAME OF BIDDER

11/3/2020
DATE

THIS BID IS SUBMITTED TO:

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10-30-2020</u>
_____	_____
_____	_____
_____	_____

- B. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A – PAVING IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	Temporary Traffic Control Measures	1	LS		12,500.00
3	Clearing and Grubbing	1	LS		5,000.00
4	Remove Tree	4	EA	1,200.00	4,800.00
5	Excavation, Established Quantity	367	CY	6.00	2,202.00
6	Remove Pavement	3,232	SY	6.00	19,392.00
7	Remove Concrete Sidewalk	2,445	SF	3.00	7,335.00
8	Subgrade Stabilization (Field Approval Required)	1,482	SY	22.00	32,604.00
9	8" Concrete Pavement	2,964	SY	70.40	208,465.60
10	Steel Reinforcement In Paving	1	LS		7,000.00
11	6" Concrete Driveway	419	SY	63.80	26,732.20
12	5" Concrete Sidewalk	2,785	SF	6.40	17,824.00
13	Detectable Warning Panels	48	SF	24.00	1,152.00
14	Silt Fence, Low Porosity	803	LF	7.00	5,621.00
15	Area Inlet Sediment Filter	2	EA	450.00	900.00
16	Curb Inlet Sediment Filter	5	EA	450.00	2,250.00
17	Hydro-Seeding, Fertilizer	2,104	SY	2.00	4,208.00
18	Remove Fence	93	LF	12.00	1,116.00

Item No.	Description	Quantity	Unit	Unit Price	Total
19	4' Chain Link Fence	83	LF	24.00	1,992.00
20	Modular Block Retaining Wall	64	SF	48.00	3,072.00
TOTAL GROUP A – PAVING IMPROVEMENTS					376,865.80
GROUP B – STORM SEWER IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	Square Manhole Frame & Cover	2	EA	1,870.00	3,740.00
3	18" Round Equivalent (RE) RCP, Class III	62	LF	72.60	4,501.20
4	Storm Sewer Tap, 18"	1	EA	500.00	500.00
5	Modified Manhole Top with Ring & Cover	1	EA	3,500.00	3,500.00
6	Curb Inlet (y=8')	2	EA	4,550.00	9,100.00
7	4" PVC Drain Pipe	26	LF	36.00	936.00
TOTAL GROUP B – STORM SEWER IMPROVEMENTS					34,777.20
GROUP C – WATER MAIN IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	8" PVC Water Main, DR 18	996	LF	59.70	59,461.20
3	Connect to Existing Water Main	5	EA	1,101.00	5,505.00
4	8" 45° Bend, MJR	10	EA	588.00	5,880.00
5	8" 22.5° Bend, MRJ	4	EA	558.00	2,232.00
6	8" 90° Bend, MJR	1	EA	558.00	558.00
7	8" x 6" x 8" Tee, MJR	2	EA	693.00	1,386.00
8	8" x 8" x 8" Tee, MJR	5	EA	927.00	4,635.00
9	8" x 6" Reducer, MJR	3	EA	417.00	1,251.00
10	8" x 4" Reducer, MJR	1	EA	426.00	426.00

Item No.	Description	Quantity	Unit	Unit Price	Total
11	8" Gate Valve and Box, MJR	8	EA	2,582.50	20,660.00
12	1" PE Water Service (SDR 7)	307	LF	31.12	9,553.84
13	8" x 1" Saddle	11	EA	360.00	3,960.00
14	1" Corporation Stop	11	EA	444.00	4,884.00
15	1" Curb Stop and Box	11	EA	978.00	10,758.00
16	Connect Existing Water Service	11	EA	432.00	4,752.00
17	Remove Existing Fire Hydrants	2	EA	1,550.00	3,100.00
18	Tunnel Water Services	8	LF	600.00	4,800.00
19	Remove Valve Boxes	4	EA	550.00	2,200.00
SUBTOTAL GROUP C – WATER MAIN IMPROVEMENTS					158,502.04
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					/
TOTAL GROUP C – WATER MAIN IMPROVEMENTS					158,502.04
GROUP C1 – WATER MAIN IMPROVEMENTS					
1	6" Fire Hydrant Assembly	2	EA	6,578.33	13,156.66
TOTAL GROUP C1 – WATER MAIN IMPROVEMENTS					13,156.66
GROUP D – SANITARY SEWER IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	Remove Sanitary Sewer Manholes	3	EA	3,500.00	10,500.00
3	48" Dia. Concrete Manhole	66.9	VF	503.76	33,701.54
4	8" PVC Sanitary Sewer Main, SDR 26	710	LF	71.40	50,694.00
5	Connect to Existing Sanitary Sewer Main	4	EA	456.00	1,824.00
6	4" PVC Sanitary Sewer Service, SDR 26	337	LF	46.50	15,670.50
7	8" x 4" Wye, PVC	11	EA	440.00	4,840.00

Item No.	Description	Quantity	Unit	Unit Price	Total
8	4" x 45 Bend, PVC	11	EA	704.00	7,744.00
9	Connect Existing Sewer Service	11	EA	264.00	2,904.00
10	Plug and Abandon Existing Sewer Main	3	EA	800.00	2,400.00
TOTAL GROUP D – SANITARY SEWER IMPROVEMENTS					142,778.04
TOTAL GROUPS A, B, C, C1 & D					726,079.74

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the start date for the work will be April 4th, 2021 and will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Experience Record;
 - C. Certification of Bidder Regarding Section 3 and Segregated Facilities (Attachment 3a);
 - D. Section 3 Plan (Attachment 3b);
 - E. Certification for Business Seeking Designation as a Section 3 Business Concern;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Myers Construction, Inc.

By: [Signature] Perry Myers

[Printed name] Perry O. Myers

Attest: [Signature] Tracie Hammond

[Printed name] Tracie Hammond

Title: Secretary/Treasurer

Submittal Date: November 3, 2020

Address for giving notices:

79849 Hwy 2
Broken Bow, NE 68822

Telephone Number: (308) 872-5469

Fax Number: (308) 872-2218

Contact Name and e-mail address: Perry Myers
myerco@hdsi.net

Bidder's License No.: 28913-20
(where applicable)

EXPERIENCE RECORD

PREVIOUS EXPERIENCE (Include Projects completed within last 5 years) *Please see the attached.*

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PREVIOUS EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Anselmo Grain Facility Anselmo, Nebraska	The Andersons Chris Reed P.O. Box 119 Anselmo, NE 937-417-0668	ASM Engineering Consultants LLC 202 E Rhondda Ave, Suite C PO Box 452 Andover, KS 67002 316-260-5895	9/1/2011 Completed 12/1/2012	Built Rail Loop, Facility Foundations, and Buildings	Complete	\$4,045,484.00
Water Main Replacement Arcadia, Nebraska	Village of Arcadia 110 W Bridge Street Arcadia NE 68815 308-789-6552	Dayd Stauffer Miller & Associates 308-234-6456	2/13/2017 Completed 8/1/2017	Water Main Replacement	Complete	\$206,326.00
Bowman Lake Aquatic Habitat	Sherman County Board of Commissioners Kenny Kaslon 308-745-1817 Loup City NE	Gary Steele Miller & Associates 308-234-6456	7/26/2016 Completed 7/15/2017	Lake Rehabilitation	Complete	\$517,176.96
2014 5th Ave St Improvements	City of Broken Bow PO Box 504 Broken Bow NE 68822 308-872-5831	JEO Consulting Group Inc 11717 Burt St, Ste 210 Omaha NE 68154 402-934-3680	3/11/2015 Completed 1/20/2016	Street Improvements Concrete Storm Sewers	Complete	\$1,590,911.00
2014 Downtown Square Improvements	City of Broken Bow PO Box 504 Broken Bow NE 68822 308-872-5831	JEO Consulting Group Inc 11717 Burt St, Ste 210 Omaha NE 68154 402-934-3680	6/30/2016 Completed 8/22/2017	Street Improvements Concrete Storm Sewers	Complete	\$5,363,966.65
Cargill Waste Water Effluent Piping Schuyler, Nebraska	Cargill Meat Solutions Lucas Weeder 490 Co Rd 9 Schuyler, NE 68661 402-352-8312	Matthew Wildman HR Green 8710 Earhart Lane SW Cedar Rapids, IA 52404 319-841-4320	8/23/2018	Transmission Mains Dewatering	Complete	\$6,415,965.54

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

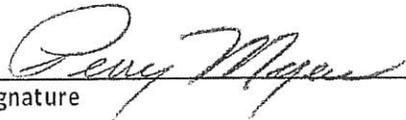
Myers Construction, Inc.
Name of Prime Contractor

Pine Heights Road + Utility Improvements
Project No. 190286.00
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds \$100,000).
- (c) No segregated facilities will be maintained.

Perry O. Myers, President
Name & Title of Signer (Print or Type)


Signature

11-3-2020
Date

CONTRACTOR

Section 3 Plan

Myers Construction, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of Wayne, Nebraska.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.
- E. *To insure that subcontracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

*Loans, grants, contracts and subsidies for less than \$100,000 will be exempt.

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Myers Construction Inc.
79849 Hwy 2
Broken Bow, NE 68822

SURETY:
(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

OWNER:
(Name, legal status and address)

City of Wayne
306 Pearl St
Wayne, NE 68787

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.

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

PROJECT:

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

Pine Heights Road & Utility Improvements

Project Number, if any:

CDBG-19-PW-017

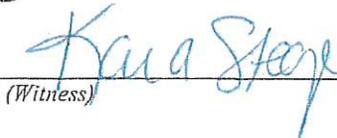
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

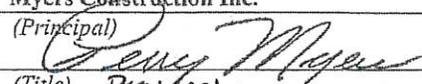
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

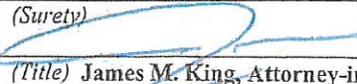
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 3rd day of November, 2020


(Witness)


(Witness)

Myers Construction Inc.
(Principal)  *(Seal)*

(Title), President
United Fire & Casualty Company
(Surety)  *(Seal)*

(Title) James M. King, Attorney-in-Fact

Init.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint
 JAMES M. KING, THOMAS L. KING, JACOB J. BUSS, ROBERT T. CIRONE, SETH WEEDIN EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of March, 2019

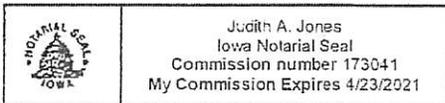


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 27th day of March, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 3rd day of November, 2020



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

ORDINANCE NO. 2020-21

AN ORDINANCE AMENDING THE WAYNE MUNICIPAL CODE, TITLE III ADMINISTRATION, CHAPTER 34 CITY ORGANIZATIONS, BY ADDING SECTION 34.06 COMMUNITY REDEVELOPMENT AUTHORITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Title III, Chapter 34, of the Wayne Municipal Code is hereby amended by adding Section 34.06 Community Redevelopment Authority:

§ 34.06 COMMUNITY REDEVELOPMENT AUTHORITY

(A) The Mayor and Council hereby find and determine that it is necessary and desirable for purpose of providing for the redevelopment and general welfare of the City that a community redevelopment authority be created pursuant to Section 18-2101.01 R.R.S. Neb. 1943.

(B) There shall be and there is hereby ordered created in and for the City of Wayne, Nebraska, an agency to be known as the "Community Redevelopment Authority of the City of Wayne, Nebraska." In accordance with Neb. Rev. Stat. 18-2101.01, this authority shall consist of the Mayor, one Councilmember, Superintendent of Wayne Community Schools, one Wayne County Commissioner, and three at-large citizens who shall be appointed by the Mayor. The first members of the Community Redevelopment Authority shall serve staggered terms. Thereafter, all members shall be appointed to ~~four~~ five-year terms. As provided in said Section 18-2101.01, such authority shall exercise all of the power and authority provided for in Sections 18-2101 to 18-2144 and 18-2144 to 18-2153, R.R.S. Neb. 1943, as now existing, as amended, and as hereafter amended.

(C) The authority hereby created shall function under the direction of the Mayor and Council and shall exercise such powers herein described or referred to as shall be determined appropriate from time to time by the Mayor and Council as the governing body of such authority and as determined by resolution or ordinance duly adopted by said body from time to time.

Section 2. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this ____ day of December, 2020.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2020-22

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA TO AMEND TITLE IX GENERAL REGULATIONS, CHAPTER 94 HEALTH & SANITATION, BY ADDING A SECTION OF THE OFFICIAL CITY CODE ENTITLED "PREVENTION OF COVID-19;" TO PROVIDE LEGISLATIVE FINDINGS AND INTENT; TO REQUIRE INDIVIDUALS TO WEAR FACIAL COVERINGS AND EXCEPTIONS THEREOF; TO PROVIDE FOR THE ENFORCEMENT OF VIOLATIONS AND PENALTIES; TO ESTABLISH A SUNSET PROVISION; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. That as a result of Novel Coronavirus (COVID-19) pandemic and with an increased number of confirmed COVID-19 cases within the city limits of the City of Wayne and the closing of numerous city and private facilities, an emergency exists authorizing action by the city. This ordinance seeks to impose a nonpharmaceutical intervention to combat the spread of COVID-19 and to halt the progression thereof.

Section 2. That Chapter 94 of the Official City Code be and the same is hereby enacted to add the following:

Chapter 94

HEALTH AND SANITATION

PREVENTION OF COVID-19

Sec. 94.40 Legislative findings and intent.

(a) The council hereby finds and declares, based upon the scientific and medical evidence before it, that:

- (1) the Novel Coronavirus (COVID-19) has impacted and continues to dramatically impact the citizens of the city; and
- (2) an exposure to COVID-19 presents a risk of death or serious long-term disability; the exposure is widespread and poses significant risk of harm, including death, to people in the general population of the city; there is a particular subset of the population that is more vulnerable to the threat and thus at an increased risk; and the threat is from a novel infectious disease; and

- (3) information from the World Health Organization, the Centers for Disease Control and Prevention, Nebraska Department of Health and Human Services, the Northeast Nebraska Public Health Department, local public health departments throughout Nebraska, and members of the City of Wayne and Wayne County medical community indicate that citizens of the city have been and will continue to be exposed due to community transmissions of COVID-19; and
- (4) the manner in which the spread of COVID-19 cases in the city has occurred creates an unacceptable risk to the health, safety, and welfare of the citizens of the city; and
- (5) the number of COVID-19 infections within the city continues to increase; and
- (6) COVID-19 constitutes a public nuisance and a threat to the health, safety, and welfare of the city; and
- (7) The Director of the United States Centers for Disease Control and Prevention (CDC), the medical advisor for the city, doctors and infectious disease experts from the University of Nebraska Medical Center and Nebraska Medicine, have concluded that the wearing of face coverings by every individual while in public is one of the best methods to slow and stop the spread of COVID-19; and
- (8) the wearing of face coverings by every individual while indoors in public places in the city will reduce community transmissions of COVID-19, resulting in fewer deaths, serious health complications, and will ease the strain on hospitals and other medical offices and facilities; and
- (9) the wearing of face coverings by every individual while indoors in public places in the city will help keep businesses open and operating, encouraging economic growth, and preventing prolonged economic harm; and
- (10) it is just and proper for the council to exercise the authority granted to it by Nebraska statutes in furtherance of protecting the public health, safety, and welfare.

Sec. 94-41. Definitions.

For purposes of this Article, the following terms are defined as follows:

Face covering: A face covering is defined as a covering which, when worn properly, must cover the nose and mouth completely and can include a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering. Medical-grade masks and respirators are sufficient face coverings, but to preserve adequate supplies, their purchase and use is discouraged for those who do not work in a health care setting or in other occupations that require medical-grade personal protective equipment. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

Premises that are open to the general public: Premises that are open to the general public are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, nonprofit entities, regular commercial or business establishments private clubs

religious centers or buildings public transportation (including buses, taxis, ride-sharing vehicles, or vehicles used for business purposes), and any place which is generally open to the public, including educational institutions..

Sec. 94-42. Individual facial coverings required.

All individuals age five and older shall wear a face covering over their mouth and nose while indoors in a premises that is open to the general public including, but not limited to, educational institutions, unless the individual maintains a minimum of six feet of separation or social distance at all times from anyone who is not a member of the individual's household, except face coverings will not be required if the individual:

- (1) is seeking federal, state, or county services; or
- (2) is seated at a bar, restaurant, or their seat at an arena to eat or drink, or while immediately consuming food or beverages; or
- (3) is engaged in an occupation preventing the wearing of a face covering; or
- (4) is obtaining a service or purchasing goods or services that requires the temporary removal of the face covering; or
- (5) is asked to remove a face covering to verify an identity for lawful purposes; or
- (6) is providing a speech, lecture, or broadcast to an audience so long as six feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

Sec. 94-43. Premises that are open to the public – duty to require facial coverings.

Any individual or entity which maintains premises that are open to the general public including, but not limited to, educational institutions, shall require all individuals age five and older to wear a face covering over their mouth and nose while indoors in said premises, unless the individual maintains a minimum of six feet of separation or social distance at all times from anyone who is not a member of the individual's household, except face coverings will not be required if the individual:

- (1) is seeking federal, state or county services; or
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages; or
- (3) is engaged in an occupation preventing the wearing of a face covering; or

- (4) is obtaining a service or purchasing goods or services that requires the temporary removal of the face covering; or
- (5) is asked to remove a face covering to verify an identity for lawful purposes; or
- (6) is providing a speech, lecture, or broadcast to an audience so long as six feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

Sec. 94-44. Notice of face covering requirements.

Any individual or entity which maintains premises that are open to the general public, including but not limited to educational institutions, must post one or more signs that are visible to all persons — including workers, customers, and visitors instructing them to wear face coverings as required by this Article.

Sec. 94-45. Exceptions.

The provisions of this Article shall not apply to:

- (1) Courts of law; public utilities or federal, state, county, or city operations; medical providers, facilities, or pharmacies; congregate living centers or facilities; group homes and residential drug and/or mental health treatment facilities; shelters; airport travel; election offices; polling places on an election day; or to residential dwelling units.
- (2) Children under the age of five. While children ages three and four may wear a face covering if that child can remove the face covering without assistance, guidance from the CDC states that children two years old and under should never wear a face covering due to the risk of suffocation.
- (3) Federal and state activities. Nothing in this Article shall be construed to limit, prohibit, or restrict in any way the operations of the federal or state government or the movement of federal or state officials in the city while acting in their official capacity, including federal and state judicial, legislative, and executive staff and personnel.
- (4) Individuals at their workplace when wearing a face covering would create a job hazard for the individual or others as determined by federal, state, or local regulators or workplace safety and health standards and guidelines.
- (5) Individuals who are alone in an office, room, a vehicle, the cab of heavy equipment or machinery, or an enclosed work area. In such situations, the individual should still carry

a face covering to be prepared for person-to-person interactions and to be used when the individual is no longer alone.

- (6) Individuals who are seated at a desk or standing at a stationary workstation, provided that the desk or workstation has a solid Plexiglas or plastic barrier installed upon it which cannot be moved.
- (7) Individuals who are officiating at a religious service.
- (8) Individuals communicating with other individuals who are deaf or hard of hearing or who have a disability, medical condition, or mental health condition that makes communication with that individual while wearing a face covering difficult, provided that minimum social distancing of six feet or more is maintained to the extent possible between persons who are not members of the same household.
- (9) Individuals who are engaged in activities, such as swimming or showering, where the face covering will get wet.
- (10) Individuals who are exercising in an indoor business or indoor space such as a gym or fitness center, while the level of exertion makes it difficult to wear a face covering, provided that minimum social distancing of six feet or more is maintained at all times.
- (11) Individuals in an indoor premises that is generally open to the public while playing a musical instrument that cannot be played when a face covering is worn, provided that a minimum social distancing of six feet or more is maintained at all times.
- (12) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.
- (13) Participants in a sporting event, but only while they are playing the game, if the school or sponsoring organization does not require facial coverings, however, spectators, coaches, and non-participants would be required to wear facial coverings.

Sec. 94-46. Public nuisance declared.

Any individual or entity which maintains premises that are open to the general public who fails to comply with the requirements of Sec. 94-43 is hereby declared to be a nuisance and a danger to the public health, safety, and welfare.

Sec. 94-47. Application.

The provisions of this Article shall only apply to all persons and property within the corporate limits of the city and shall not extend into the two-mile extraterritorial jurisdiction of the city.

Sec. 94-48. Penalty.

Any individual or person who is found to have violated any of the provisions of this Article shall be guilty of an infraction for each offense and shall be subjected to a fine of \$25 for the initial offense. Each instance of violation of this Article may be considered to be a separate offense.

Sec. 94-49. Civil abatement.

In addition to any other penalty sought or obtained under this Article or other applicable law, the city attorney may institute injunctive or other appropriate civil proceedings necessary to obtain compliance with this Article or to abate any nuisance resulting from violations of this Article.

Sec. 94-50. Sunset provision.

The requirements imposed by this Article shall expire and terminate at 11:59 p.m. on _____, or earlier as decided by the council in consultation and coordination with the medical community, or may otherwise be extended by ordinance of the council.

Section 3. The sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid, unenforceable, or unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unenforceability, or unconstitutionality shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, or phrases of this Ordinance.

Section 4. This Ordinance, being emergency in nature, shall be in full force and take effect three (3) days from and after the date of its passage.

Section 5. That this Ordinance shall be published in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of December , 2020.

ATTEST:

Cale Giese, Mayor

Betty McGuire, City Clerk

Approved as to form: _____
Amy K. Miller, City Attorney



Northeast Nebraska Public Health Department

215 N Pearl Street • Wayne, NE 68787 • (402) 375-2200

www.nnphd.org

Fax (402) 375-2201

Toll Free (800) 375-2260

Face Masks – Growing Evidence Shows Benefit



<https://www.cdc.gov/mmwr/volumes/69/wr/mm6947e2.htm>

CDC Scientific Brief

- An investigation of a high-exposure event, in which 2 symptomatically ill hair stylists interacted for an average of 15 minutes with each of 139 clients during an 8-day period, found that none of the 67 clients who subsequently consented to an interview and testing developed infection. The stylists and all clients universally wore masks in the salon as required by local ordinance and company policy at the time.³²
- In a study of 124 Beijing households with ≥ 1 laboratory-confirmed case of SARS-CoV-2 infection, mask use by the index patient and family contacts before the index patient developed symptoms reduced secondary transmission within the households by 79%.³³
- A retrospective case-control study from Thailand documented that, among more than 1,000 persons interviewed as part of contact tracing investigations, those who reported having always worn a mask during high-risk exposures experienced a greater than 70% reduced risk of acquiring infection compared with persons who did not wear masks under these circumstances.³⁴
- A study of an outbreak aboard the USS Theodore Roosevelt, an environment notable for congregate living quarters and close working environments, found that use of face coverings on-board was associated with a 70% reduced risk.³⁵
- Investigations involving infected passengers aboard flights longer than 10 hours strongly suggest that masking prevented in-flight transmissions, as demonstrated by the absence of infection developing in other passengers and crew in the 14 days following exposure.^{36,37}

Seven studies have confirmed the benefit of universal masking in community level analyses: in a unified hospital system,³⁸ a German city,³⁹ a U.S. state,⁴⁰ a panel of 15 U.S. states and Washington, D.C.,^{41,42} as well as both Canada⁴³ and the U.S.⁴⁴ nationally. Each analysis demonstrated that, following directives from organizational and political leadership for universal masking, new infections fell significantly. Two of these studies^{42,44} and an additional analysis of data from 200 countries that included the U.S.⁴⁵ also demonstrated reductions in mortality. An economic analysis using U.S. data found that, given these effects, increasing universal masking by 15% could prevent the need for lockdowns and reduce associated losses of up to \$1 trillion or about 5% of gross domestic product.⁴²

[Scientific Brief: Community Use of Cloth Masks to Control the Spread of SARS-CoV-2 | CDC](#)

Morbidity and Mortality Weekly Report

Mitigating a COVID-19 Outbreak Among Major League Baseball Players — United States, 2020

Meghan T. Murray, PhD^{1,5}; Margaret A. Riggs, PhD²; David M. Engelthaler, PhD³; Caroline Johnson, MD⁴; Sharon Watkins, PhD⁵; Allison Longenberger, PhD⁵; David M. Brett-Major, MD⁶; John Lowe, PhD⁶; M. Jana Broadhurst, MD⁶; Chandresh N. Ladva, PhD²; Julie M. Villanueva, PhD²; Adam MacNeil, PhD²; Shoukat Qari, PhD²; Hannah L. Kirking, MD²; Michael Cherry, MD²; Ali S. Khan, MD⁶

- Symptoms developed an average of 2.3 days after collection of the test-positive sample (range = 0–7 days)
- Screening, physical distancing, and masks were cornerstones of the mitigation plan
- Masks worn during practice, workouts, dugouts etc.



[Mitigating a COVID-19 Outbreak Among Major League Baseball Players — United States, 2020 | MMWR \(cdc.gov\)](#)

Local Case Numbers

- Current 7-Day Average/100,000 Population for Northeast NE Public Health Department District:
136.3 / 100,000 (week ending 11.21.2020)
- Current Positivity Rate for Wayne County: **17.32%** (5% or below is the goal) (week ending 11.21.2020)
- Nebraska's Daily Active Hospitalizations: **22.96%** (11.27.2020)

Compiled 11.27.2020 by Julie Rother, BSN, RN, CPH, Health Director
Northeast Nebraska Public Health Department