

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
October 3, 2023**

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

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the southwest wall of the Council Chambers as well as on the City of Wayne website.

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

3. [Announcement on the “Stool to Cool” Groundbreaking Ceremony on Friday, October 6, 2023, at 3:00 p.m. at the Summer Sports Complex West Field Entrance](#)
4. [Approval of Minutes – September 19, 2023](#)
5. [Approval of Claims](#)
6. [Action on Contractor’s Application for Payment No. 3 \(Final\) in the amount of \\$6,450.31 to Vrba Construction, Inc., for the “2023 Wayne Sanitary Sewer Service Improvement Project” — Roger Protzman, JEO Consulting Group, Inc.](#)

**Background:** This is the final pay application on this project.

7. [Action on Application for Payment No. 12 in the amount of \\$40,485 to OCC Builders, LLC, for the Freedom Park Trailhead Project — Jill Brodersen, Architect](#)

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

8. [Ordinance 2023-18: Amending Wayne Municipal Code, Chapter 152 Zoning, Section 152.046 A-1 Agricultural District \(Third and Final Reading\)](#)
9. **Public Hearing:** To consider the Planning Commission’s recommendation regarding a “Use by Exception Permit” request to construct a townhouse in an R-1 Residential District. The applicant, Homestead Homes, wishes to construct a townhouse at 422 Donner Pass.

**Background:** The Planning Commission will meet on Monday. Their recommendation will be provided to you at meeting time.

10. [Resolution 2023-67: Approving the application of Homestead Homes for a zoning “Use by Exception Permit” to construct a townhouse in an R-1 Residential District](#)

11. Resolution 2023-68: Accepting bid and awarding contract on the “Wayne City Hall and Police Relocation Project” — Carlson West Povondra Architects

**Background:** We received three bids on September 26<sup>th</sup> at 2:00 p.m. The low bid was from Otte Construction for \$4,156,000 (base bid) and \$48,500 for 3 bid alternates. The other two bids were from Huff Construction for \$4,223,000 (base bid) and L & L Contracting for \$4,398,000 (base bid). The engineer’s estimate was about \$3,700,000. Kelly with Carlson West will be at the meeting to go over the same.

12. Discussion on the purchase of the First National Bank of Omaha Building/Property (Lot 1, Centennial Valley Addition to the City of Wayne, Wayne County, Nebraska (1100 E. 10<sup>th</sup> Street) from Vakoc Construction Co.
13. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
September 19, 2023**

The Wayne City Council met in regular session at City Hall on September 19, 2023, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Terri Buck, Nick Muir, Brittany Webber, Clayton Bratcher, Jason Karsky, Matt Eischeid, and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and Attorney Amy Miller. Absent: Councilmember Brent Pick.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of Council Chambers, as well as on the City of Wayne website and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of September 5, 2023, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**APPROVED 9/5/23:** VRBA CONSTRUCTION, SE, 39522.38

**VARIOUS FUNDS:** ACE HARDWARE & HOME, SU, 1950.07; ALL HOURS TOWING, SE, 225.00;

AMERITAS, SE, 168.44; AMERITAS, SE, 35.00; AMERITAS, SE, 3371.52; AMERITAS, SE, 72.00; AMERITAS, SE, 111.55; APPEARA, SE, 163.02; BAKER & TAYLOR BOOKS, SU, 681.44; BATTERIES PLUS #78, SU, 885.10; BORDER STATES INDUSTRIES, SU, 1274.43; BRAUN, DAVID, RE, 500.00; CASEY, JAN, RE, 150.00; CDW GOVERNMENT, SU, 4525.00; CITY EMPLOYEE, RE, 125.20; CITY EMPLOYEE, RE, 21.07; CITY EMPLOYEE, RE, 221.25; CITY EMPLOYEE, RE, 911.70; CITY EMPLOYEE, RE, 124.69; CITY EMPLOYEE, RE, 7388.18; CITY OF WAYNE, RE, -233.00; CITY OF WAYNE, RE, -100.51; CITY OF WAYNE, PY, 104810.01; CITY OF WAYNE, RE, 561.02; CITY OF WAYNE, RE, -3051.17; CITY OF WAYNE, RE, -126.44; COPY WRITE PUBLISHING, SU, 15.20; COPY WRITE PUBLISHING, SE, 249.41; COTTONWOOD WIND PROJECT, SE, 11835.52; CUMING CO. COURT, RE, 130.00; CUSTOM FILTRATION, SU, 726.75; DANKO EMERGENCY EQUIPMENT, SU, 3730.00; DEARBORN LIFE INSURANCE, SE, 3028.60; DUTTON-LAINSON COMPANY, SU, 2953.20; EAKES OFFICE PLUS, SE, 306.62; ED M. FELD EQUIPMENT, SU, 536.72; ELKINS PORTABLE RESTROOMS, SE, 605.00; FAITH REGIONAL PHYSICIAN SERV, SE, 159.50; FLOOR MAINTENANCE, SU, 204.05; GROSSENBURG IMPLEMENT, SU, 87.79; HAWKINS, SU, 1297.71; HILAND DAIRY, SE, 291.93; HUNKE, ROD, RE, 500.00; ICMA, SE, 189.32; ICMA, SE, 166.28; ICMA, SE, 200.00; ICMA, SE, 2149.96; ICMA, SE, 495.46; ICMA, SE, 413.68; ICMA, SE, 8585.67; ICMA, SE, 142.75; ICMA, SE, 70.00; ICMA, SE, 38.28; ICMA, SE, 127.36; IRS, TX, 17517.60; IRS, TX, 4096.78; IRS, TX, 11935.02; ISLAND SPRINKLER SUPPLY, SU, 179.40; JACK'S UNIFORMS, SU, 251.90; KTCH, SE, 160.00; L & L THOMPSON CONSTRUCTION, SE, 1100.00; LUTT OIL, SU, 8374.98; MAIN STREET GARAGE, SE, 100.00; MIDWEST LABORATORIES, SE, 216.57; MILLER LAW, SE, 110.66; MUNICIPAL SUPPLY, SU, 3337.04; NE DEPT OF REVENUE, TX, 5572.77; NPPD, SE, 8827.44; NEBRASKA STATE TREASURER, RE, 233.00; NEBRASKA STATE TREASURER, RE, 3051.17; NORTHEAST NE INS AGENCY, SE, 2549.00; NORTHEAST TIRE SERVICE, SE, 20.00; ONE CALL CONCEPTS, SE, 172.16; OPTK NETWORKS, SE, 408.54; O'REILLY AUTOMOTIVE STORES, SU, 19.49; PAC N SAVE, SU, 99.24; PAC N SAVE, SU, 1691.70; PLUMBING & ELECTRIC SERVICE, SU, 2533.94; PLUMBING & HEATING WHOLESALE, SU, 2157.33; QUADIANT FINANCE USA, SU, 1000.00; QUALITY 1 GRAPHIC, SU, 120.00; QUALITY FOOD CENTER, SU, 19.98; RAINBOW PRINTING, SU, 550.00; RODRIGUEZ, NANCY, SE, 52.50; SEILER INSTRUMENT & MFG, SU, 970.00; STADIUM SPORTING GOODS, SU, 1078.00; SUNSET LAW ENFORCEMENT, SU, 3054.50; TIMBERLYNE, RE, 500.00; TOTAL GRAPHICS, SU, 1691.00; US BANK, SU, 8778.73; US FOODSERVICE, SU, 3,299.14; VERIZON, SE, 584.13; VIC'S ENGINE SERVICE, SU, 14.12; WAED, SE, 199.00; WAYNE AUTO PARTS, SU, 304.11; WAYNE COUNTY CLERK, SE, 76.00; WAYNE HERALD, SE, 612.00; WAYNE HERALD, SE, 1496.76; WAYNE HERALD, SE, 190.00; WAYNE VETERINARY CLINIC, SE, 14.00; WESCO, SU, 1762.83; WAPA, SE, 23633.99; ZACH HEATING & COOLING, SU, 4157.00; ANKENY, VALERIA, RE, 100.00; APPEARA, SE, 56.51; ARNIE'S FORD, SU, 48.07; BC VOLLEYBALL, FE, 300.00; BEBEE, TIMOTHY J. & LESLIE A., RE, 3076.61; BENSCOTER INC, RE, 3790.15; BENSCOTER, LOUIS, RE, 4206.11; BIG RIVERS ELECTRIC CORPORATION, SE, 336444.35; BLACK HILLS ENERGY, SE, 482.18; BORDER STATES INDUSTRIES, SU, 23689.80; CENTRAL PUMP & MOTOR, SU, 4145.89; CHEMQUEST, SE, 695.00; CITIZENS STATE BANK, RE, 6718.50; CITIZENS STATE BANK, RE, 11964.02; CITY EMPLOYEE, RE, 196.65; CITY EMPLOYEE, RE, 70.06; CITY EMPLOYEE, RE, 826.16; CITY EMPLOYEE, RE, 50.53; CITY EMPLOYEE, RE, 95.53; CITY OF WAYNE, RE, 1575000.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 69.73; ELECTRONIC ENGINEERING, SE, 732.50; FISHER, MICHELLE, RE, 85.00; FLOOR MAINTENANCE, SU, 1293.76; FREVERT, MATT, RE, 200.00; GERHOLD CONCRETE, SU, 658.33; GIESE, BRECK, RE, 2993.77; GRAINLAND ESTATES, RE, 2729.69; GRIFFIN, BRIGID, RE, 100.00; GROSSENBURG IMPLEMENT, SU, 108.33; GROSSENBURG IMPLEMENT, SU, 532.04; HAASE, MINDY, RE, 120.00; HYDRO OPTIMIZATION, SU, 1298.10; HYPERION, SE, 84.24; J.E. MEURET GRAIN, RE, 2993.78; JORGENSEN, KEN, RE, 1852.19; JUNCK, PAYTON, RE, 100.00; KOCIAN, TODD, RE, 100.00; KRUNTORAD, KORINA, RE, 100.00; KRUSE, TRACY, RE, 220.00; LYNN, NICOLA, RE, 90.00; MILLER, AUDRA, RE, 365.00; MITCHELL, HALEY, RE, 200.00; MUTCHLER, ALEXIS, RE, 55.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 108.00; NORTHEAST NE INS AGENCY, SE, 566.00; PETERSEN, MILAH, RE, 200.00; PETERSON, CARTER, RE, 1398.45; PLUMBING & ELECTRIC

SERVICE, RE, 35.00; PLUMBING & HEATING WHOLESAL, SU, 121.56; PREMIER BIOTECH, SE, 199.36; PRESTON, CORIE, RE, 200.00; PROGRESSIVE PROPERTIES, RE, 2885.77; PROGRESSIVE PROPERTIES, RE, 8117.39; PROGRESSIVE PROPERTIES, RE, 9261.06; RANDOLPH PUBLIC SCHOOLS, FE, 300.00; REEG, BETTY S. Revocable Trust, RE, 2796.92; RUWE, JOSH, RE, 500.00; SEBADE HOUSING, RE, 4783.28; SOBOTKA, CALEB, RE, 627.76; STADIUM SPORTING GOODS, SU, 11.00; STAPLES, SU, 118.50; STATE NEBRASKA BANK-PETTY CASH, RE, 300.00; STATE NEBRASKA BANK-PETTY CASH, 100.00; TOMPKINS, RODNEY R. Irrevocable Trust, RE, 2796.91; WAYNE HOSPITALITY, RE, 18818.86; WESCO, SU, 262.15; WINDOM RIDGE, RE, 3018.69; ZACH, MARK, RE, 120.00

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

Phil Monahan, Fire Chief, introduced Max Keezel and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, approving the membership application of Max Keezel to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, introduced Ayden Barrone and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department.

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, approving the membership application of Ayden Barrone to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried.

Joel Hansen, Zoning Administrator, explained the amendments that were made to the following ordinance. Subparagraph (E) Conditions for granting exceptions (4) was deleted out of that section and inserted into Subparagraph (K) Permitted conditional uses.

### **(3) Stables**

**(a) No more than two animals per acre allowed outside of an enclosed building at any given time, with a maximum limit of 40 animals.**

**(b) No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 100 feet of any property line which borders the city limits, any R District, or any A District.**

**(c) No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 300 feet of a residential dwelling on another property when there are more than 15 animals associated with the use as a stable.**

**(d) Whenever second class animal production exists as a use at the same time as a stable on any premise, the animal units allowed under the use as a stable shall be counted as part of, and not in addition to, the animal units allowed under second class animal production and be limited under those regulations as well.**

Councilmember Eischeid introduced Ordinance No. 2023-18 and moved for approval of the second reading thereof as amended; Councilmember Buck seconded.

#### ORDINANCE NO. 2023-18

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.046 — A-1 AGRICULTURAL DISTRICT, SUBSECTION (K) PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to suspend the statutory rules requiring ordinances to be read by title on three different days.

Councilmember Karsky stated he had a person talk to him that did not follow through about this matter. He would prefer they not waive the third reading.

Councilmember Eischeid withdrew his motion to waive the third and final reading; Councilmember Webber withdrew her second. The third and final reading will take place at the next meeting.

Mayor Giese declared the time was at hand for the public hearing on the acquisition of Lot 1, Centennial Valley Addition to the City of Wayne, Wayne County, Nebraska – 1100 E. 10<sup>th</sup> Street from Vakoc Construction Co.

Administrator Blecke stated John Vakoc is looking to sell this piece of property. This property is better known as the First National Bankcard Center. Staff has had some discussions with the School

regarding the community activity center. The City has been looking at adding onto it and/or remodeling it. That was a part of the sales tax issue in the spring of 2022 that did not pass by three votes. Staff has had more conversations with the School on space and their needs and our needs, and now, with the School building the Early Learning Center, this might help complete their campus and then all of that would be under their control. The City would obviously need another place for the activity center and this property would give us an opportunity for that.

Karen Granberg, who was present at the meeting, asked if purchasing this property means it will be used for this purpose. Mayor Giese responded no.

Attorney Miller noted she is working on an agreement with the School.

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

The Center for Rural Affairs is submitting a grant to the Federal Government promoting solar energy. This agenda item (letter of support) does not commit the City to receiving any funding, but shows that the City is considering the addition of solar energy to its generation diversity. This grant would not impact the City's ability to obtain PACE funding (Powering Affordable Clean Energy) from the USDA on this same solar project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, approving the "Letter of Support" for the Nebraska Solar for All Grant. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried.

The City has belonged to the Nebraska Clean Energy Alliance (NCEA) since 2014. This organization helped pool grant requests together with member entities to help fund clean energy projects. The City has received funding assistance in the past for a couple of vehicles (electric hybrid and compressed natural gas), as well as an EV charging station. NCEA has had a difficult time obtaining grants recently and becoming defunct. The Nebraska Clean Cities Coalition (NCCC) would be a new group to replace NCEA. NCCC would be initially operated out of the University of Nebraska Lincoln, Nebraska Transportation Center. Clean Cities Coalitions are organized under the US Department of Energy, so funding could be

made more readily available through Federal and State resources. This commitment letter lays out the City's responsibilities: be an active member and attend meetings, pay annual dues (as the City had done with NCEA), and champion clean and sustainable transportation methods.

One of the first things we will do is write a grant for a new charging station, other electric vehicles, and potentially for solar activities on a smaller scale. We are putting a new charging station at the new City Hall.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the "Letter of Commitment" for the Nebraska Clean Cities Coalition. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who was absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 5:51 p.m.



Vendor	Payable Description	Payment Total
ALLEN YOUTH REC	VB TOURNAMENT REFUND	170.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	117.78
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,551.10
AMERITAS LIFE INSURANCE	AMERITAS ROTH	210.55
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
APPEARA	MAT SERVICE	63.28
APPEARA	MAT SERVICE	27.12
BINSWANGER GLASS	REPLACE ENGINE ROOM WINDOWS	4,231.28
BOMGAARS	FD-RATCHETING TIE DOWN	76.98
BORDER STATES INDUSTRIES, INC	VOLT TESTER/AUGER BIT	295.50
BOYER, ELLIE	VB TOURNAMENT STATISTICIAN	33.75
BROKAW, JORDYN	CAC SUMMER CLUB REFUND	138.00
CADET BOOSTER	VB TOURNAMENT	180.00
CARLSON WEST POVONDRA ARCHITECTS	CITY HALL RELOCATION SERVICES	47,207.38
CARROLL DISTRIBUTING	SAFETY GLASSES/SAW BLADES	612.39
CITY EMPLOYEE	CAC SUMMER CLUB	575.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	799.94
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	232.26
CITY EMPLOYEE	SAFETY BOOTS	154.62
CITY EMPLOYEE	VISION REIMBURSEMENT	105.20
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	34.09
CITY EMPLOYEE	MEDICAL/VISION REIMBURSEMENT	1,588.36
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	149.12
CITY OF WAYNE	PAYROLL	104,314.63
CITY OF WAYNE	UTILITY REFUNDS	457.64
CLAUSSEN, HEATHER	POOL LIFEGUARD TRAINING	590.00
CORNHUSKER STATE INDUSTRIES	2 POLICE DEPT CHAIRS	1,524.00
COUNTRY NURSERY INC	CHICAGO ST- MAPLE TREE	225.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DGR & ASSOCIATES CO	NORTHEAST SUBSTATION	234.00
DUHSMANN, JAZMINE	CAC SUMMER CLUB REFUND	46.00
DUNNING, CAROL	GREEN TEAM RECYCLING DONUTS	42.80
EAKES OFFICE PLUS	COPY CHARGES	2,825.07
ELLIS HOME SERVICES	BALL FIELD WATER FOUNTAINS/UNDER SINK WATER HEATER	6,016.36
ENDICOTT, ADAM	CAC AFTER SCHOOL REFUND	68.50
ENGINEERED CONTROLS, INC	CAC SERVICE AGREEMENT	2,470.00
FASTWYRE BROADBAND	TELEPHONE CHARGES	1,689.43
FIRST CONCORD GROUP LLC	FLEX FEES	4,634.64
FRANCIS, JEFF	CAC SUMMER CLUB REFUND	65.50
FREDRICKSON, ANGIE	CAC AFTER SCHOOL REFUND	208.00
GALE/CENGAGE LEARNING	BOOKS	179.33

Vendor	Payable Description	Payment Total
GERHOLD CONCRETE CO INC.	CONCRETE	1,293.34
GREVE, RODNEY	CAC AFTER SCHOOL REFUND	97.50
GROSSENBURG IMPLEMENT INC	COUPLING	75.12
GROUNDWORKS	BUILDING PERMIT DEPOSIT REFUND	500.00
GUBBEL, JANA E	CAC SUMMER CLUB REFUND	92.00
HANK, RYAN	CAC SUMMER CLUB REFUND	69.00
HEARTLAND FIRE PROTECTION	FIRE EXTINGUISHERS	277.00
HEITHOLD, MANDY	CAC SUMMER CLUB REFUND	114.50
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	98.66
HOLZ, TRAVIS	CAC AFTER SCHOOL REFUND	19.50
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	2,228.86
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	495.46
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	200.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	127.36
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,585.67
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	70.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	189.32
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	166.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	413.68
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	38.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	142.75
INGRAM LIBRARY SERVICES	BOOKS	531.16
IOWA PUMP WORKS, INC.	SENTRY ADVISOR SERVICE BILLING	106.00
IRS	MEDICARE WITHHOLDING	4,126.80
IRS	FEDERAL WITHHOLDING	12,656.75
IRS	FICA WITHHOLDING	17,645.70
JACK'S UNIFORMS	FIRE/POLICE DEPT SHIRTS	357.65
JECH, ADAM	CAC SUMMER CLUB REFUND	392.50
JEFF'S RPM SERVICE	CONTACTOR COIL	26.85
JEO CONSULTING GROUP	MASTER AGREEMENT/LIFT STATION 9/SANITARY SEWER	1,749.18
KAI, ALLISON	CAC SUMMER CLUB REFUND	23.00
KAI, STACEY	CAC SUMMER CLUB REFUND	46.00
L.G. EVERIST	QUARTZITE	1,772.44
LARSON, SARAH	CAC SUMMER CLUB REFUND	207.00
LINCOLN WINWATER WORKS CO.	CLEAN OUT COVER	254.78
MAIN STREET GARAGE, LLC	TOWING CHARGES	101.00
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MERCHANT JOB TRAINING	TRAINING BOOK 1	650.00
MOORMEIER, KARI	CAC SUMMER CLUB REFUND	46.00
MUNICIPAL SUPPLY INC	WATER METERS/REPAIR CLAMP	2,255.06
NE DEPT OF REVENUE	STATE WITHHOLDING	5,766.14
NE LAW ENFORCEMENT	PATROL RIFLE COURSE	500.00
NORTHEAST POWER	WHEELING CHARGES	23,826.18
ODEYS INC	HOME PLATE	1,489.65
OFFNER, ELIZABETH	CAC SUMMER CLUB REFUND	230.00

Vendor	Payable Description	Payment Total
OLSSON	FAIRGROUNDS AVE REC DEVELOPMENT	22,800.95
O'REILLY AUTOMOTIVE STORES, INC.	OIL DRAIN/BATTERY/SAW FILTER/WINDOW CLEANER	527.47
OVERDRIVE, INC.	AUDIO/E BOOKS	1,435.30
PEERLESS WIPING CLOTH CO	SHOP TOWELS	581.24
PROCHASKA, MADELYN	VB STATISTICIAN	33.75
QUALITY 1 GRAPHIC	HELMET DECALS	320.00
ROEBER, AMBER	CAC SUMMER CLUB REFUND	46.00
SCHULZ, ASHLEIGH	CAC SUMMER CLUB REFUND	92.00
SHARP CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	1,000.00
STADIUM SPORTING GOODS	BASKETBALL SHIRTS	504.00
STAPLES, INC	OFFICE SUPPLIES	122.57
STEELE POOL CO	SWIMMING POOL EXPANSION JOINT REPAIRS	3,889.50
TOTAL GRAPHICS	POLICE SHIRTS	121.00
TRAUTMAN, ANDREA	CAC AFTER SCHOOL REFUND	470.50
USA BLUE BOOK	VOLT METER	222.27
UTILITY EQUIPMENT CO	ELBOW FLARES	535.96
VAN LIERE, SETH	VB REF	48.00
VIAERO WIRELESS	CELL PHONE	68.94
WAYNE AREA ECONOMIC DEVELOPMENT	LEADERSHIP CLASS-C BRATCHER	199.00
WAYNE AREA ECONOMIC DEVELOPMENT	TRAVEL EXPENSE	6,000.00
WAYNE COMMUNITY SCHOOLS	YEARBOOK AD/YEARBOOK	90.00
WAYNE KIWANIS	MEMBERSHIP DUES-H HEADLEY	160.00
WESCO DISTRIBUTION INC	MARKING PAINT	141.24
WILLIAMSON, CARRIE	CAC AFTER SCHOOL REFUND	52.00
WISNER WEST	FD GASOLINE	269.16
WITTLER, MARIA	CAC AFTER SCHOOL REFUND	45.50
ZAVADA, MARIA	CAC AFTER SCHOOL REFUND	52.00
	<b>Grand Total:</b>	<b>212,166.22</b>



September 18, 2023

Mayor and City Council  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787

RE: Wayne, Nebraska  
2023 Wayne Sanitary Sewer Service Improvements  
JEO Project No. 190287.05

Mayor and Council Members:

Attached is Application for Payment No. 3 (Final) for the above referenced project. The contractor has completed work for the project and is requesting release of retainage.

Previously we were waiting for the punch list and final concrete tests to be completed. The punchlist has been completed and concrete tests have met specifications.

JEO recommends approval of Pay Application No. 3 (Final) in the amount of \$6,450.31.

If you have any questions or concerns, please feel free to contact me at 402-371-6416.

Sincerely,

A handwritten signature in black ink that reads "Roger S. Protzman".

Roger S. Protzman, P.E.  
Senior Project Engineer

RSP  
Enclosures

190287.05LTR091823-PA3.docx



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: City of Wayne  
 Engineer: JEO Consulting Group, Inc.  
 Contractor: Vrba Construction, Inc.  
 Project: 2023 Wayne Sanitary Sewer Service Improvements  
 Contract: 2023 Wayne Sanitary Sewer Service Improvements  
 Owner's Project No.: 190287.05  
 Contractor's Project No.:

A Bid Item No.	B Description	C Item Quantity			D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		From	07/19/23	to	08/01/23	Application Period:			Application Date:	08/10/23					
Original Contract															
1	Mobilization	1.00	LS			20,000.00	20,000.00	1.00	20,000.00	20,000.00		20,000.00	100%	-	
2	Bonding and Insurance	1.00	LS			5,000.00	5,000.00	1.00	5,000.00	5,000.00		5,000.00	100%	-	
3	Connect to Existing Manhole	1.00	EA			550.00	550.00	1.00	550.00	550.00		550.00	100%	-	
4	8" PVC Sanitary Sewer Main, SDR 26	530.00	LF			59.00	31,270.00	530.00	31,270.00	31,270.00		31,270.00	100%	-	
5	48" Dia. Concrete Manhole	14.00	VF			975.00	13,650.00	14.00	13,650.00	13,650.00		13,650.00	100%	-	
6	8" x 4" Wye, PVC	5.00	EA			200.00	1,000.00	5.00	1,000.00	1,000.00		1,000.00	100%	-	
7	4" PVC Sanitary Sewer Service, SDR 26	70.00	LF			68.50	4,795.00	70.00	4,795.00	4,795.00		4,795.00	100%	-	
8	4" 45 Bend, PVC	10.00	EA			37.00	370.00	10.00	370.00	370.00		370.00	100%	-	
9	Connect Existing Sewer Service	5.00	EA			650.00	3,250.00	5.00	3,250.00	3,250.00		3,250.00	100%	-	
10	Cleanout	1.00	EA			2,000.00	2,000.00	1.00	2,000.00	2,000.00		2,000.00	100%	-	
11	Temporary Traffic Control Measures	1.00	LS			3,000.00	3,000.00	1.00	3,000.00	3,000.00		3,000.00	100%	-	
12	7" Concrete Pavement	300.00	SY			91.50	27,450.00	300.00	27,450.00	27,450.00		27,450.00	100%	-	
13	Remove Pavement	300.00	SY			14.15	4,245.00	300.00	4,245.00	4,245.00		4,245.00	100%	-	
14	Gravel Surface Course	50.00	TONS			81.25	4,062.50	50.00	4,062.50	4,062.50		4,062.50	100%	-	
							<b>Original Contract Totals</b>	<b>\$ 120,642.50</b>		<b>\$ 120,642.50</b>	<b>\$</b>	<b>\$ 120,642.50</b>	<b>100%</b>	<b>\$</b>	





APPLICATION FOR PAYMENT

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

PROJECT: Freedom Park Trailhead Project

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

CONTRACTORS PROJECT NO.: 22-11  
PERIOD THROUGH: September 27, 2023  
APPLICATION DATE: September 29, 2023  
APPLICATION NO.: 12 - RETENTION

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

1. ORIGINAL CONTRACT SUM	\$	372,310
2. NET CHANGE BY CHANGE ORDERS (see attached)	\$	15,966
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$	388,276
4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet)	\$	388,276
5. RETAINAGE:		
a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet)	\$	0
b. 10% of Stored Material (Column F on Cost Breakdown Sheet)	\$	0
TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet)	\$	0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	388,276
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	347,791
8. CURRENT PAYMENT DUE	\$	40,485
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0

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

CONTRACTOR: OCC Builders LLC.

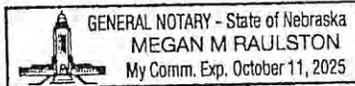
By: [Signature]

Date: 9/27/23

State of: Nebraska  
County of: Wayne

Subscribed and sworn to before me this 27 day of September, 2023

Notary Public: Megan M Raulston  
My Commission Expires:



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

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

ARCHITECT:

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

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

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

# COST BREAKDOWN SHEET

City of Wayne - Freedom Park Trailhead



CONTRACTORS PROJECT NO.: 22-11  
 PERIOD THROUGH: September 27, 2023  
 APPLICATION DATE: September 29, 2023  
 APPLICATION NO.: 12- RETAINAGE

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD					
	General Conditions (Bonds, Trash, Supervision, Cleaning, Etc.)	23,200	23,200	0	0	0	23,200	100%	0
	Demolition	9,610	9,610	0	0	0	9,610	100%	0
	Interior Concrete Floor & Sealer	17,580	17,580	0	0	0	17,580	100%	0
	Masonry	12,830	12,830	0	0	0	12,830	100%	0
	HM Frames/Doors, Wood Doors, & Hardware	13,780	13,780	0	0	0	13,780	100%	0
	Aluminum Entries & Windows	32,820	32,820	0	0	0	32,820	100%	0
	Interior Framing & Insulation Board	12,290	12,290	0	0	0	12,290	100%	0
	Roof Framing & Sheathing	24,900	24,900	0	0	0	24,900	100%	0
	Canopy Framing & Support	24,100	24,100	0	0	0	24,100	100%	0
	Asphalt Shingles	12,170	12,170	0	0	0	12,170	100%	0
	Aluminum Soffit & Gutters	8,950	8,950	0	0	0	8,950	100%	0
	Canopy Wood Soffit	7,020	7,020	0	0	0	7,020	100%	0
	Drywall	14,160	14,160	0	0	0	14,160	100%	0
	Painting, Staining, & Joint Sealants	16,335	16,335	0	0	0	16,335	100%	0
	Cabinetry, Countertops, & Window Sills	14,550	14,550	0	0	0	14,550	100%	0
	Vinyl Base	1,850	1,850	0	0	0	1,850	100%	0
	Toilet Accessories	995	995	0	0	0	995	100%	0
	Plumbing, Fixtures, & Site Utilities	27,960	27,960	0	0	0	27,960	100%	0
	HVAC & Floor Heat	41,700	41,700	0	0	0	41,700	100%	0
	Electrical	13,680	13,680	0	0	0	13,680	100%	0
	Site Paving	41,830	41,830	0	0	0	41,830	100%	0
	<b>SUB-TOTAL</b>	<b>372,310</b>	<b>372,310</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>372,310</b>	<b>100%</b>	<b>0</b>
	<b>CHANGE ORDERS</b>								
1	Light Fixture Package	4,265	4,265	0	0	0	4,265	100%	0
2	Interior Truss Fire Coating	7,648	7,648	0	0	0	7,648	100%	0
3	Additional Plumbing Requests	1,033	1,033	0	0	0	1,033	100%	0
4	Additional Data & Communications	1,180	1,180	0	0	0	1,180	100%	0
5	Stone Infill at Exterior Display Board Locations	1,840	0	1,840	0	0	1,840	100%	0
	<b>SUB-TOTAL CHANGE ORDERS</b>	<b>15,966</b>	<b>14,126</b>	<b>1,840</b>	<b>0</b>	<b>0</b>	<b>15,966</b>	<b>5</b>	<b>0</b>
	<b>TOTALS</b>	<b>388,276</b>	<b>386,436</b>	<b>1,840</b>	<b>0</b>	<b>0</b>	<b>388,276</b>	<b>100%</b>	<b>0</b>

**ORDINANCE NO. 2023-18**

**AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.046 — A-1 AGRICULTURAL DISTRICT; 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 August 7, 2023, regarding a request to consider amending the zoning text, specifically the A-1 Agricultural District, Section 152.046 (K) Permitted Conditional Uses, and have recommended approval thereof subject to the “Findings of Fact” being:

- Consistency with the Comprehensive Plan and the current and future land use maps; and
- Staff’s recommendation.

Section 2. That Title XV Land Usage, Chapter 152 Zoning, Section 152.046 – A-1 Agricultural District of the Municipal Code of Wayne, is hereby amended as follows:

**§ 152.046 A-1 AGRICULTURAL DISTRICT.**

(A) *Intent.* The A-1 District is intended primarily for application to those rural areas of the county where it is necessary and desirable to reserve for exclusive agricultural use appropriately located areas suitable for the raising of crops or livestock because of high quality of soils, scenic characteristics, existing or potential irrigation or exclusive agricultural character of the area.  
(2002 Code, § 90-111)

(B) *Permitted principal uses and structures.* The following shall be permitted as uses by right in an A-1 District:

- (1) Ranch and farm dwellings;
- (2) Crop production;
- (3) Bulk grain storage, both publicly or privately owned or managed;
- (4) Irrigation and flood control projects;
- (5) Child care home;
- (6) Public parks and recreation areas;
- (7) Greenhouses and nurseries; and
- (8) Animal clinics, animal hospitals and veterinarian services.

(2002 Code, § 90-112)

(C) *Permitted accessory uses and structures.* The following are permitted accessory uses and structures in an A-1 District:

- (1) Accessory uses and structures normally appurtenant to the permitted uses and structures;
- (2) Home occupations in conformance with § 152.144 of this chapter;
- (3) Residences, including mobile home for farm residence or adjacent to farm residence for relatives of consanguinity and marriage or farm workers; and
- (4) Roadside stands for the sale of agricultural produce.  
(2002 Code, § 90-113)

(D) *Exceptions.* In accordance with §§ 152.195 through 152.202 of this chapter, the following exceptions are allowed in an A-1 District:

- (1) Airports and heliports, including crop dusting strips;
- (2) Agricultural service establishments primarily engaged in performing agricultural, animal husbandry or horticultural services;
- (3) Public utility and public service structures, including electric transmission lines and the distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and reservoirs;
- (4) Public and/or private schools;
- (5) Places of worship such as churches, synagogues and temples;
- (6) Publicly owned open recreational facilities, operated for profit or otherwise, including golf courses, golf driving ranges, archery ranges, swimming pools, riding academies, parks and community centers, but not including enclosed uses such as a bowling alley;
- (7) Libraries, police and fire stations;
- (8) Sewage treatment plants;
- (9) Gas and oil wells;
- (10) Exploration and extraction of mineral resources;
- (11) Cemeteries, crematories, mausoleums and columbaria;
- (12) Child care centers;
- (13) Radio and television towers and transmitters;
- (14) Campgrounds;
- (15) Wind generating systems;
- (16) Auto wrecking yards, salvage yards and junkyards in conformance with § 152.199 of this chapter;
- (17) Kennels, in conformance with § 152.199 of this chapter, and stables;
- (18) Public and private charitable institutions;

- (19) Sanitary landfill operations and refuse deposit areas;
- (20) First class animal production;
- (21) Auto sales and services, including open air display of new or used vehicles;
- (22) Repair garages, automobile service stations and major body repair;
- (23) Industrial trades, including mechanical neat and air conditioning; carpenter shops, cabinet shops, plumbing shops and electrical shops; and light fabrication and equipment repair; (24) Heavy industry, provided that the use is not located within 1,000 feet of any existing residential structure; and

~~(25) Stables.~~

(2002 Code, § 90-114)

(E) *Conditions for granting exceptions.* Notwithstanding the requirements of §§ 152.195 through 152.202 of this chapter, the following regulations shall apply as minimum requirements for granting exceptions in the A-1 District.

(1) Airport sites shall be so situated that the Airport Hazard Area defined by the State Department of Aeronautics shall not include any existing obstruction regardless of public or private ownership of the airport.

(2) Any use involving a business, service or process not completely enclosed in a structure, when located on a site abutting on or across a street or an alley from any residential district shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials not less than six feet in height if the Board of Adjustment finds the use to be unsightly.

(3) For first class animal production, there shall be no more than 999 animal units on any parcel, and any lagoon or confined feeding yard must be at least 1,000 feet from any residential dwelling located on another parcel.

~~(4) For stables, there shall be:~~

~~(a) No more than two animals per acre allowed outside of an enclosed building at any given time, with a maximum limit of 40 animals.~~

~~b) No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 100 feet of any property line which borders the city limits, any R District, or any A District.~~

~~(c) No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 300 feet of a residential dwelling on another property when there are more than 15 animals associated with the use as a stable.~~

~~(2002 Code, § 90-115)~~

(F) *Prohibited uses and structures.* All uses and structures which are not specifically permitted or not permissible as exceptions shall be prohibited from the A-1 District.(2002 Code, § 90-116)(G) *Minimum area requirements.* Minimum area requirements in an A-1 District are as follows:

<i>Minimum Area Regulations</i>	
Distance between residential structures (in feet)	90
Lot area (in acres)	10
Lot width (in feet)	300
Required front yard (in feet)	50
Required rear yard (in feet)	50
Required side yard (in feet)	15

(2002 Code, § 90-117)

(H) *Maximum height.* The maximum height in an A-1 District is 35 feet; however, non-residential structures shall have no height limitations, except in conformance with the airport zoning regulations.  
(2002 Code, § 90-118)

(I) *Sign regulations.* All signs in an A-1 District shall be in conformance with the provisions of § 152.142 of this chapter.  
(2002 Code, § 90-119)

(J) *Parking regulations.* Parking in an A-1 District shall be in conformance with the provisions of § 152.139 of this chapter.  
(2002 Code, § 90-120)

(K) *Permitted conditional uses.*

(1) A building or premises in an A-1 District may be used for the following in conformance with the prescribed conditions.

(2) Second class animal production:

(a) Where the parcel is adjacent to the city limits or any R District:

1. Two animal units per acre, not to exceed 40 animal units.
2. No more than four of those animal units may consist of turkeys, ducks and geese combined.
3. No more than four of those animal units may consist of chickens.
4. Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100 feet from any property line which borders the city limits or any R District, and at least 300 feet from a residential dwelling on another property.

(b) Where the parcel is not adjacent to the city limits or any R District, and is less than 40 acres in size:

1. Two animal units per acre, not to exceed 40 animal units.
2. No more than ten of those animal units may consist of turkeys, ducks and geese combined.
3. No more than ten of those animal units may consist of chickens.
4. Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100 feet from any property line which borders the city limits or any R District, and at least 300 feet from a residential dwelling on another property.

(c) Where the parcel is not adjacent to the city limits or any R District, and is at least 40 acres in size:

1. Two animal units per acre.
2. No more than 20 of those animal units may consist of turkeys, ducks and geese combined.
3. No more than 20 of those total animal units may consist of chickens.
4. Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100 feet from any property line which borders the city limits or any R District, and at least 300 feet from a residential dwelling on another property.

### **(3) Stables**

**(a) No more than two animals per acre allowed outside of an enclosed building at any given time, with a maximum limit of 40 animals.**

**(b) No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 100 feet of any property line which borders the city limits, any R District, or any A District.**

**(c) No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 300 feet of a residential dwelling on another property when there are more than 15 animals associated with the use as a stable.**

**(d) Whenever second class animal production exists as a use at the same time as a stable on any premise, the animal units allowed under the use as a stable shall be counted as part of, and not in addition to, the animal units allowed under second class animal production and be limited under those regulations as well.**

(Ord. 93-11, passed 9-28-1993; Ord. 2000-9, passed 5-30-2000; Ord. 2001-15, passed 10-9-2001; Ord. 2013-2, passed 4-2-2013; Ord. 2015-15, passed 4-21-2015; Ord. 2015-16, passed 4-21-2015; Ord. 2015-17, passed 4-21-2015; Ord. 2015-30, passed 6-16-2015; Ord. 2015-31, passed 6-16-2015; Ord. 2015-18, passed 4-21-2015)

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 3<sup>rd</sup> day of October, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION NO. 2023-67**

**A RESOLUTION APPROVING THE APPLICATION OF HOMESTEAD HOMES FOR A ZONING USE BY EXCEPTION PERMIT TO CONSTRUCT A TOWNHOUSE AT 422 DONNER PASS.**

WHEREAS, the Planning Commission has considered an application for a zoning use by exception permit submitted by Homestead Homes to construct a townhouse at 422 Donner Pass; and

WHEREAS, the Planning Commission, subsequent to a public hearing held on October 2, 2023, made the following recommendation:

WHEREAS, the City Council considered the aforesaid application to construct a townhouse at 422 Donner Pass subsequent to a public hearing held on October 3, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Council accepts the recommendation of the Planning Commission and approves the use by exception permit application, subject to the above-stated "Findings of Fact."

PASSED AND APPROVED this 3<sup>rd</sup> day of October, 2023.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



REQUEST FOR USE BY EXCEPTION PERMIT

Applicant Homestead Homes Date 9/14/2023

Address 422 Donner Pass

Section of Ordinance for Exception 152.061

Reason for Use by Exception Building a townhome in a R-1 zoned area.

[Handwritten Signature]
Applicant's Signature

\*\*\*\*\*

Municipal Code Section 90-833 Public Hearing by Planning Commission

(1) The Planning Commission shall hold public hearings upon all applications for exception use permits. Upon receipt of a complete application, the Zoning Administrator shall file a public notice in the legal newspaper of the city at least ten days prior to the Planning Commission's scheduled public hearing. Such notice shall fix the time and place for such hearing and contain a statement describing the request. A copy of such notice shall be mailed to each party in interest and to the Planning Commission.

(2) If such proposed request will affect specific property, it shall be designated by legal description and general street location; and in addition to such publication notice, written notice of such application shall be mailed to all owners of lands located within 300 feet of the area proposed to be altered and an opportunity granted to interested parties to be heard.

Municipal Code Section 90-836 Expiration of Exception Use Permits

(1) Within one year of the approved, construction of the proposed site shall have commenced or the approval is void. However, the applicant may file a letter requesting an extension prior to the expiration of the approval to the Planning Commission or the Council, whichever granted the original permit. The Planning Commission or the Council shall review all requests for extensions. They may approve for a specified period up to 12 months or disapprove, indicating their reasons for such an action. The Planning Commission's or the Council's reasons for disapproval shall be forwarded to the applicant.

(2) After expiration, a new application is required if construction has not started and processed according to the provisions outlined in this chapter.

\*\*\*\*\*

Date Use By Exception Request Approved/Denied by Planning Commission

Date Use By Exception Request Approved/Denied by City Council

Conditions Placed On Use By Exception (see attached sheet, if any)

306 Pearl Street
Wayne, NE 68787

Current Fee: \$200 per Hearing, Two Hearings Required (Planning Commission & City Council)

402.375.1733
cityofwayne.org

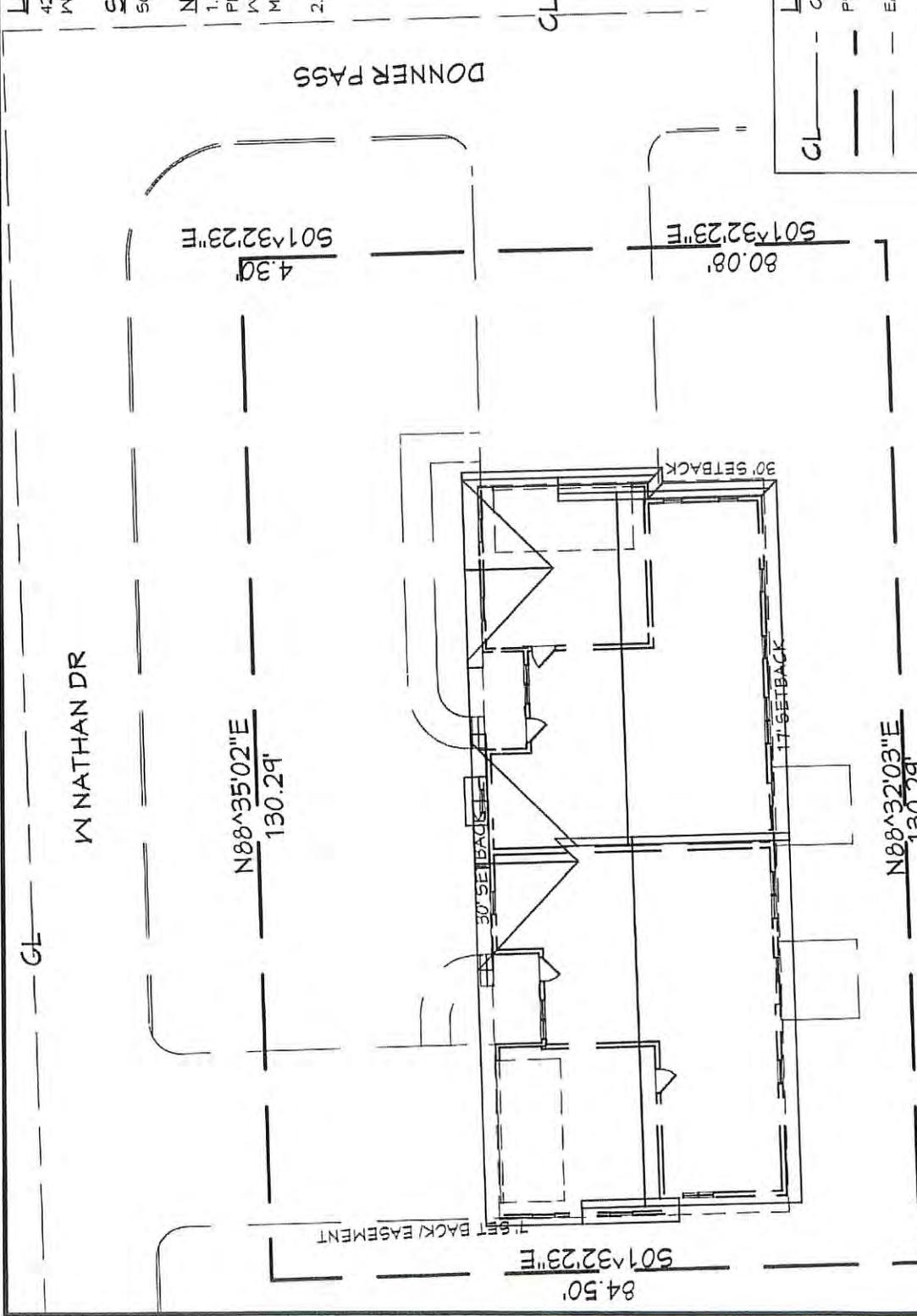
**LOT 6**  
422 DONNER PASS  
WAYNE, NE

**SITE PLAN**  
SCALE: 1"=20'-0"

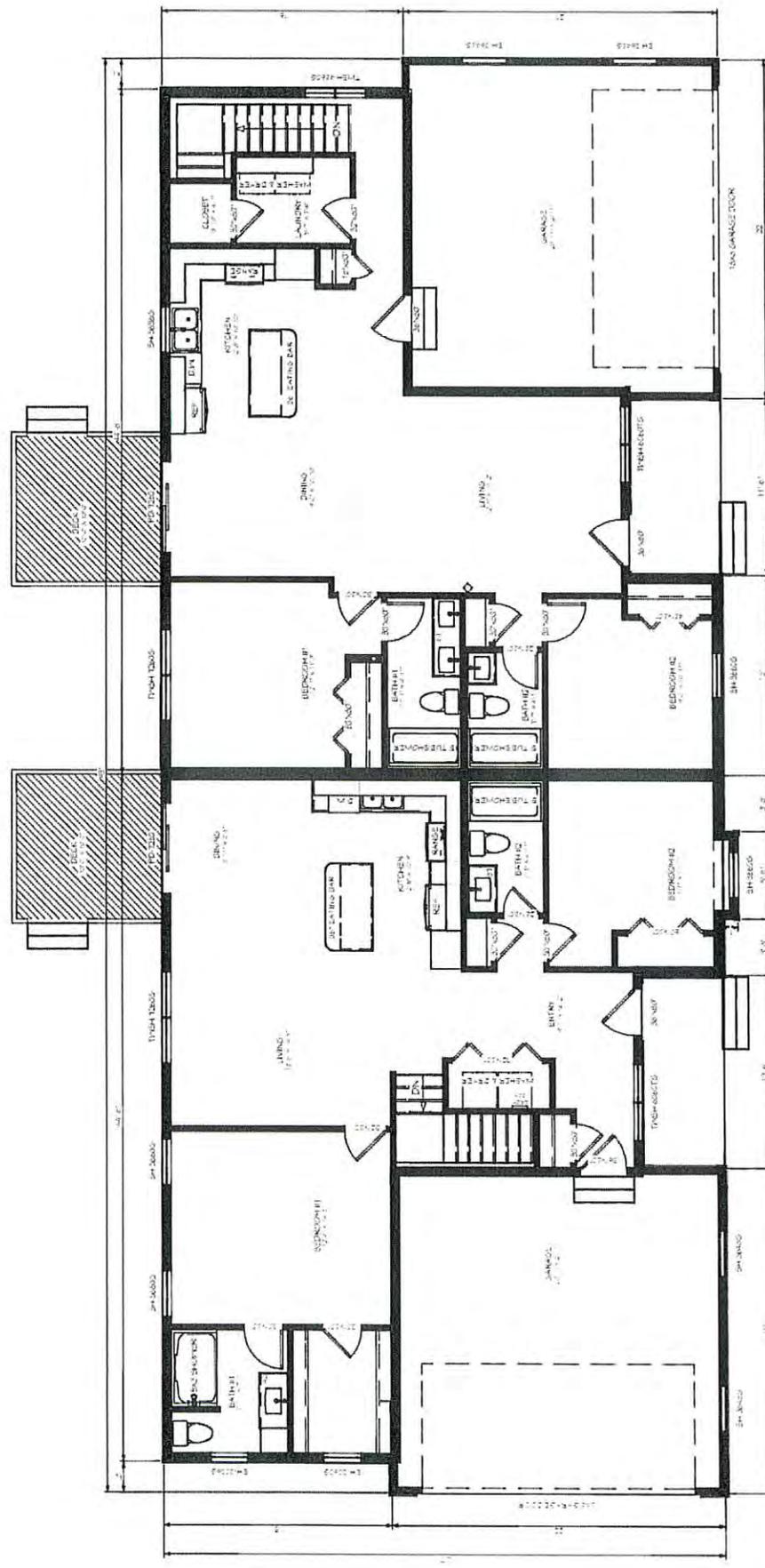
**NOTE:**

1.) ALL DIMENSIONS FOR SETBACKS AND PROPERTY LINES ARE APPROXIMATIONS WITHOUT FURTHER INFO. REGARDING METES AND BOUNDS.

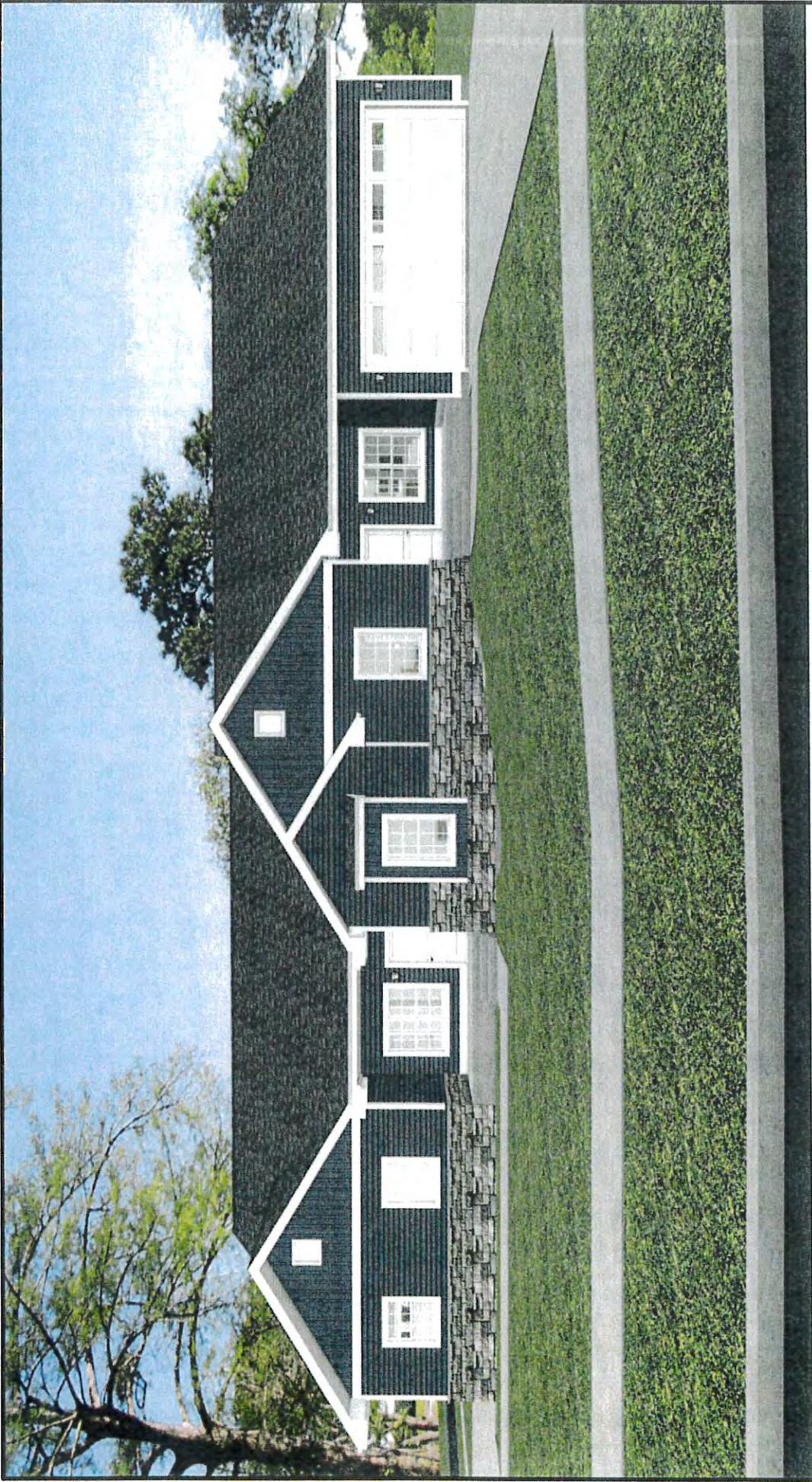
2.) LOCATION OF HOUSE IS APPROXIMATE



LEGEND	
CL	CENTER OF STREET
---	PROPERTY LINE
- - -	EASEMENT LINE
---	SETBACK LINE
---	EXTERIOR HOUSE WALLS OUTLINE
---	ROOF OUTLINE
---	DRIVEWAY OUTLINE
---	WOOD DECK OUTLINE
---	SEPTIC FIELD OUTLINE
---	SCHEDULE 40 PVC LINE



SCALE: 3/32"=1'-0"







DESIGNED FOR: HOMESTEAD HOMES OF AMERICA  
LOCATION: 422 DONNER PASS (LOT 6)

PLAN #  
P-1453B

DATE  
9/21/2023

PAGE: 5

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September 21, 2023

Dear Property Owner(s):

The Wayne City Council will meet on **Tuesday, October 3, 2023**, at 5:30 p.m., at the City Hall Council Chambers, 306 Pearl Street, Wayne, Nebraska.

**In conjunction with the Tuesday, October 3, 2023, meeting, at or about 5:30 p.m., the City Council will hold a public hearing to consider the Planning Commission's recommendation regarding a "Use by Exception Request" to construct a townhouse in an R-1 Residential District.** The applicant, Homestead Homes, wishes to construct a townhouse at 422 Donner Pass.

All oral or written comments on the proposed matter received prior to and at the public hearing will be considered.

Records submitted with the request indicated that you own property within 300 feet of the subject area. Please call (402) 375-1733 to speak with me if you have questions or wish to express your views rather than attending the hearing.

Sincerely,

A handwritten signature in blue ink that reads "Betty A. McGuire".

Betty A. McGuire  
City Clerk

/bam

## NOTICE OF PUBLIC HEARING

The Wayne City Council will hold their regularly scheduled meeting on Tuesday, October 3, 2023, at 5:30 p.m. at the Council Chambers of City Hall, 306 Pearl Street.

At or about 5:30 p.m., the City Council will hold a public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 152 Zoning, Section 152.061 R-1 Residential District, Subparagraph (E) Exceptions (2) Townhouse. The applicant, Homestead Homes, wishes to construct a townhouse at 422 Donner Pass.

Citizens have the right under the Open Meetings Act to attend all meetings of public bodies. All oral or written comments on the proposed matter received prior to and at the public hearing will be considered.

Individuals requiring sensory accommodations, including interpreter services, Braille, large print, or recorded materials should contact Betty McGuire, City Clerk, at 402-375-1733, no later than 4:30 p.m. on the Friday preceding the meeting.

Publish: 9/21/23

**RESOLUTION NO. 2023-68**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“WAYNE CITY HALL AND POLICE RELOCATION PROJECT.”**

WHEREAS, three bids were received on September 26, 2023, on the “Wayne City Hall and Police Relocation Project;” and

WHEREAS, the bids have been reviewed by the City’s Engineer on the project, Carlson West Povondra Architects; and

WHEREAS, Carlson West Povondra Architects 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 “Wayne City Hall and Police Relocation Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Otte Construction	\$4,156,000.20 (Base Bid)
Wayne, NE	\$45,500.00 (Alternates)

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 3<sup>rd</sup> day of October, 2023.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**Betty McGuire - [External] Wayne City Hall & Police Relocation Bids**

---

**From:** Kelley Rosburg <krosburg@cwpartners.com>  
**To:** Wes Blecke <wblecke@cityofwayne.org>  
**Date:** 9/27/2023 10:15 AM  
**Subject:** [External] Wayne City Hall & Police Relocation Bids  
**Cc:** Betty McGuire <betty@cityofwayne.org>, Joel Hansen <jhansen@cityofwayne.org>  
**Attachments:** Huff Construction Bid.pdf; L&L Builders Co. Bid.pdf; OTTE Bid.pdf; Wayne City Hall & Police Relocation Bid Tab.pdf

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Wes,

Attached are yesterday's bids, and the bid tabulation form. We added a column to reflect the totals with all the bid alternates added as well. We received three competitive bids from General Contractors yesterday. Either way, Otte Construction is the low bidder. Below is a recap of our DD level estimate vs. the final bids received yesterday (using Otte's numbers):

Design Development Construction Estimate (dated 6/30/23) that we had sent you previously: \$3,748,959

Approx. value of scope added to this contract, which was to be provided outside this contract so not included in orig. estimate is approx. \$500,000 according to yesterday's bidders. This would be primarily for the building Access Control systems and the AV systems for the Council Chambers (which also includes the voting system) and additional work added for the gas line routing that Black Hills Energy required (I spoke briefly with Joel after the bid opening yesterday about this).

Yesterday's low bid (including all three bid alternates) was \$4,204,500, which is within the range we expected to see on bid day, based on information above.

Prior to next week's Council meeting CWP, along with our Engineers, plan to have a meeting with Otte Construction to go through the MEP system scopes to make sure they have things accounted for in their subcontractor bids. We would not receive any further breakdowns until a contract is awarded.

Please let us know if you have any questions or if you need Bob & I to tune in via Zoom or in person at the Oct. 3<sup>rd</sup> City Council meeting.

Thanks.

**Kelley Rosburg AIA**  
Senior Associate - Architect  
CARLSON WEST POVONDRA ARCHITECTS  
5060 Dodge Street, Omaha, NE 68132

T [402.551.1500](tel:402.551.1500)

[www.cwpartners.com](http://www.cwpartners.com)



SECTION 004113 - BID FORM - COMBINED CONTRACT

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St.  
Wayne, Nebraska 68787

CWPA Project No. 23115

**Bid Date: September 26, 2023 2:00 P.M.**

Bid of: Holt Construction Nebraska, LLC

a corporation organized and existing under the laws of the State of Nebraska;

a corporation organized and existing under the laws of the State of South Dakota  
and ~~is/is not~~ licensed to do business in the State of Nebraska as a foreign corporation;

a partnership consisting of \_\_\_\_\_ partners; or

a sole proprietor;

hereinafter called the Bidder.

To: **Mr. Wes Blecke, City Administrator**  
**City of Wayne, Nebraska**  
**306 N. Pearl Street**  
**Wayne, Nebraska 68787**

The undersigned acknowledges that they have received and familiarized themselves with the following:

**Project Manual:** per Project Manual Section 000110 - Table of Contents

**Drawings:** per Sheet CC0.1 and Project Manual Section 000115 - List of Drawings

**Addenda:** CC- 1 through CC- 3

The undersigned further acknowledges that they have had an opportunity to visit the site and familiarized themselves with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including General Construction, Civil, Mechanical, Electrical and Access Control Work, in accord with the Bidding Documents prepared by CARLSON WEST POVONDRA ARCHITECTS for the consideration hereinafter set forth.
2. To hold his Bid open for forty (40) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

- 3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.

**LUMP SUM BASE BID:** The undersigned hereby proposes and agrees to perform the foregoing for:

the Lump Sum of four million two hundred twenty three thousand Dollars (\$ 4,223,000).  
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**TIME OF COMPLETION:** The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Architect, and shall achieve Substantial Completion no later than **JANUARY 31, 2025**.

**PRIME SUBCONTRACTORS:** The undersigned proposes the following Prime Subcontractors:

Mechanical Work: Marit  
 Plumbing Work: Marit  
 Electrical Work: Metro

**ATTACHED FORMS:** The undersigned has attached the **Bid Security, Unit Price Form, Alternates Form, Allowances Form** and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

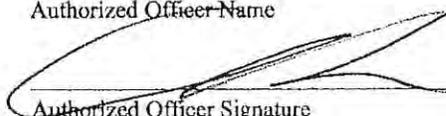
Dated this 26 day of September, 2023.

Holt Construction Nebraska, LLC  
 Corporate Name of Bidder

600 1/2 West Benjamin Ave Norfolk, NE  
 Address of Bidder 68701

Chris Daniels  
 Authorized Officer Name

402-860-6380  
 Area Code/Telephone Number

  
 Authorized Officer Signature

SECTION 004322 – UNIT PRICES FORM (BID FORM ATTACHMENT)-REVISED (ADDN CC-2)

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St.  
Wayne, Nebraska 68787

CWPA Project No. 23115

**BID DATE: September 26, 2023**

Attachment to the Bid of: Holt Construction Nebraska, LLC

**UNIT PRICES:** The amount proposed by bidders, as a price per unit of measurement, for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Refer to Division 1 Section "Unit Prices" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**UNIT PRICE 1:** Provide an "Add" and "Deduct" price for increased or decreased excavation or overexcavation considering the reuse of on-site soils in the space below. Unit prices shall include all costs associated with both the over excavation and replacement and re-compaction of a cubic yard unit.

Add Forty Dollars (\$ 40 ) per cubic yard unit.

Deduct Zero Dollars (\$ 0 ) per cubic yard unit.

**UNIT PRICE 2:** Provide an "Add" price for increased excavation or overexcavation considering the use of imported soils in the space below. Unit price shall include all costs associated with the excavation, hauling, disposal of unsuitable fill, purchase of suitable fill, placement and re-compaction of a cubic yard unit.

Add Twenty four Dollars (\$ 24 ) per cubic yard unit.

**UNIT PRICE 3:** Provide an "Add" price for exporting of existing unsuitable fill and importing of suitable fill in the space below. Unit prices shall include all costs associated with the hauling, disposal, purchase and replacement of a cubic yard unit. Unit price shall NOT include over excavation and re-compaction.

Add Twenty one Dollars (\$ 21 ) per cubic yard unit.

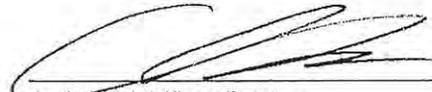
**UNIT PRICE 4:** Provide an "Add" price for soil stabilization in bottom of overexcavation in the form of 100 percent compacted crushed stone with gradation meeting the "Gradation for Crushed Rock" Table on Page 7 of the CTS Geotechnical Engineering Report for the project dated June 2, 2023. Unit price shall include all costs associated with the purchase of crushed stone, hauling of material to site, placement of material, installation and compaction of a US ton unit.

Add Fifty Dollars (\$ 50 ) per US ton unit.

UNIT PRICE 5: Provide an "Add" price for soil stabilization in bottom of overexcavation in the form of geogrid. Geogrid shall meet the requirements of CTS Geotechnical Engineering Report for the project dated June 2, 2023. Geogrid shall be Tensar BX1100, Mirafi BXG 110, or Geotechnical Engineer approved equal. Unit price shall include all costs associated with the purchase of geogrid, hauling of material to site, placement and installation of geogrid, of a square yard of material.

Add Three Dollars & Fifty cents Dollars (\$ 3.50 ) per square yard unit.

9-26-23  
Date

  
Authorized Officer Signature

DOCUMENT 004321 - ALLOWANCE FORM

City of Wayne  
**City Hall and Police Relocation**  
513 Main Street  
Wayne, Nebraska 68787

CWPA Project No. 23115

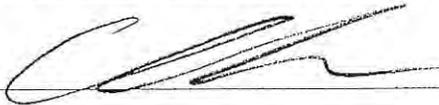
1.1 BID INFORMATION

A. Bidder: Hult Construction Nebraska, LLC

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 26 day of September, 2023.
- B. Submitted By: Hult Construction Nebraska LLC (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Chris Daniels (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

INLAND  
INSURANCE COMPANY

P.O. Box 80468  
Lincoln Nebraska 68501-0468  
PHONE - 1-800-755-2666  
FAX - 402-435-3274

UNIVERSAL  
SURETY COMPANY

## Bid Bond

CONTRACTOR (Name and Address):  
Huff Construction-Nebraska, LLC  
11 N Dakota St  
Aberdeen, SD 57401

SURETY (Name and Principal Place of Business):  
UNIVERSAL SURETY COMPANY, a corporation  
PO Box 80468  
Lincoln, NE 68501

OWNER (Name and Address):  
City of Wayne, Nebraska  
306 N. Pearl St.  
Wayne, NE 68787

BOND AMOUNT: five percent (5%) of total amount bid including all alternates

PROJECT: (Name, Location or Address and Project Number, if any)  
Wayne City Hall and Police Relocation  
Wayne, NE  
CWPA Project No. 23115

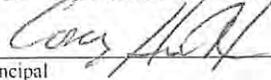
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

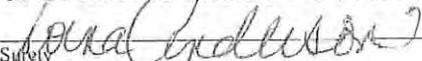
Signed and sealed this 21st day of September 20 23

Huff Construction-Nebraska, LLC

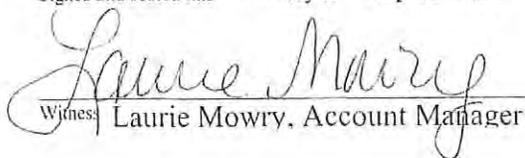
  
Principal (seal)

Cory Huff, Managing Member  
Title

UNIVERSAL SURETY COMPANY

  
Surety (seal)

Title Lorna Anderson, Attorney-In-Fact

  
Witness: Laurie Mowry, Account Manager

  
Witness: Lynette Anderson, Account Manager

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he/she executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

STATE OF South Dakota  
COUNTY OF Minnehaha ss:

On this 21st day of September in the year 2023, before me personally come(s) Cory Huff to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of Aberdeen that he/she is the Managing Member of Huff Construction - Nebraska, LLC a corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

My Commission Expires:  
January 20, 2029

J. Curnell

\_\_\_\_\_  
NOTARY PUBLIC

JENNIFER CURNELL



**ACKNOWLEDGMENT OF SURETY**

STATE OF South Dakota  
COUNTY OF Minnehaha ss:

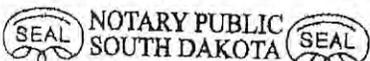
On this 21<sup>st</sup> day of September in the year 2023, before me personally come(s) Lorna Anderson Attorney(s)-in-Fact of Universal Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Sioux Falls, SD that he/she is (are) the Attorney(s)-In-Fact of Universal Surety Company the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

My Commission Expires:  
January 20, 2029

J. Curnell

\_\_\_\_\_  
NOTARY PUBLIC

JENNIFER CURNELL



# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY 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."

Lorna Anderson or Van Carmody or Chad Dubisar  
or Michael M. Mahan, Sioux Falls, South Dakota

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 **UNIVERSAL SURETY 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, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 10th day of August, 20 23.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*

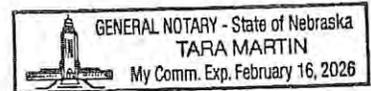


State of Nebraska } Secretary/Treasurer  
County of } ss. Lancaster

By President

On this 10th day of August, 20 23, before me personally came Curtis L. Hartter, 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 **UNIVERSAL SURETY 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*



My Commission Expires February 16, 2026.

Notary Public

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

Signed and sealed at the City of Lincoln, Nebraska this 21st day of September, 20 2023.

*Philip C. Abel*

Director



SECTION 004113 - BID FORM – COMBINED CONTRACT

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St.  
Wayne, Nebraska 68787

CWPA Project No. 23115

**Bid Date: September 26, 2023 2:00 P.M.**

Bid of: L & L Builders Co.

a corporation organized and existing under the laws of the State of Nebraska;

a corporation organized and existing under the laws of the State of Iowa  
and is/is not licensed to do business in the State of Nebraska as a foreign corporation;

a partnership consisting of \_\_\_\_\_ partners; or

a sole proprietor;

hereinafter called the Bidder.

**To: Mr. Wes Blecke, City Administrator  
City of Wayne, Nebraska  
306 N. Pearl Street  
Wayne, Nebraska 68787**

The undersigned acknowledges that they have received and familiarized themselves with the following:

**Project Manual:** per Project Manual Section 000110 - Table of Contents

**Drawings:** per Sheet CC0.1 and Project Manual Section 000115 - List of Drawings

**Addenda:** CC- 1 through CC- 3

The undersigned further acknowledges that they have had an opportunity to visit the site and familiarized themselves with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including General Construction, Civil, Mechanical, Electrical and Access Control Work, in accord with the Bidding Documents prepared by CARLSON WEST POVONDRA ARCHITECTS for the consideration hereinafter set forth.
2. To hold his Bid open for forty (40) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

- 3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.

**LUMP SUM BASE BID:** The undersigned hereby proposes and agrees to perform the foregoing for:

the Lump Sum of Four million three hundred ninety thousand Dollars (\$ ~~4,440,000~~ <sup>4,398,000</sup>)  
 (To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**TIME OF COMPLETION:** The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Architect, and shall achieve Substantial Completion no later than **JANUARY 31, 2025**.

**PRIME SUBCONTRACTORS:** The undersigned proposes the following Prime Subcontractors:

Mechanical Work: Bolkman Mechanical  
 Plumbing Work: Bolkman Mechanical  
 Electrical Work: Metco Electric

**ATTACHED FORMS:** The undersigned has attached the **Bid Security, Unit Price Form, Alternates Form, Allowances Form** and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

Dated this 26th day of September, 2023.

L & L Builders Co.  
Corporate Name of Bidder

2205 4th St., Sioux City, IA 51101  
Address of Bidder

712-255-0657  
Area Code/Telephone Number

Dana Rand, Vice President  
Authorized Officer Name

*Dana Rand*  
Authorized Officer Signature

SECTION 004323 – ALTERNATE PRICES FORM (BID FORM ATTACHMENT)

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St  
Wayne, Nebraska 68787

CWPA Project No. 23115  
**BID DATE September 26, 2023**

Attachment to the Bid of: L & L Builders Co.

**ALTERNATES:** The lump sum base bid may be modified in accord with the following alternates as may be accepted by the Owner. Refer to Division 1 Section "Alternates" of the Project Manual.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**ALTERNATE 1:** Adding the planting areas, curb and parking lot lighting along the west property line and restripe the west parking stalls, if accepted, **ADD** to the Lump Sum Base Bid the sum of

eleven thousand Dollars (\$ 11,000 ).

**ALTERNATE 2:** Provide new awnings on west building elevation, if accepted, **ADD** to the Lump Sum Base Bid the sum of

eight thousand one hundred Dollars (\$ 8,100 ).

**ALTERNATE 3:** Provide ACT-3 in lieu of ACT-1 in Dispatch area rms. 202 & 205, if accepted, **ADD** to the Lump Sum Base Bid the sum of

Two thousand four hundred Dollars (\$ 2,400 ).

9/26/23

Date

Dana Rand

Dana Rand, Vice President

SECTION 004322 – UNIT PRICES FORM (BID FORM ATTACHMENT)-REVISED (ADDN CC-2)

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St.  
Wayne, Nebraska 68787

CWPA Project No. 23115  
**BID DATE: September 26, 2023**

Attachment to the Bid of: L & L Builders Co.

**UNIT PRICES:** The amount proposed by bidders, as a price per unit of measurement, for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Refer to Division 1 Section "Unit Prices" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

UNIT PRICE 1: Provide an "Add" and "Deduct" price for increased or decreased excavation or overexcavation considering the reuse of on-site soils in the space below. Unit prices shall include all costs associated with both the over excavation and replacement and re-compaction of a cubic yard unit.

Add 50 Dollars (\$ 50 ) per cubic yard unit.

Deduct 0 Dollars (\$ 0 ) per cubic yard unit.

UNIT PRICE 2: Provide an "Add" price for increased excavation or overexcavation considering the use of imported soils in the space below. Unit price shall include all costs associated with the excavation, hauling, disposal of unsuitable fill, purchase of suitable fill, placement and re-compaction of a cubic yard unit.

Add 30 Dollars (\$ 30 ) per cubic yard unit.

UNIT PRICE 3: Provide an "Add" price for exporting of existing unsuitable fill and importing of suitable fill in the space below. Unit prices shall include all costs associated with the hauling, disposal, purchase and replacement of a cubic yard unit. Unit price shall NOT include over excavation and re-compaction.

Add Twenty six Dollars (\$ 26 ) per cubic yard unit.

UNIT PRICE 4: Provide an "Add" price for soil stabilization in bottom of overexcavation in the form of 100 percent compacted crushed stone with gradation meeting the "Gradation for Crushed Rock" Table on Page 7 of the CTS Geotechnical Engineering Report for the project dated June 2, 2023. Unit price shall include all costs associated with the purchase of crushed stone, hauling of material to site, placement of material, installation and compaction of a US ton unit.

Add 63 Dollars (\$ 63 ) per US ton unit.

UNIT PRICE 5: Provide an "Add" price for soil stabilization in bottom of overexcavation in the form of geogrid. Geogrid shall meet the requirements of CTS Geotechnical Engineering Report for the project dated June 2, 2023. Geogrid shall be Tensar BX1100, Mirafi BXG 110, or Geotechnical Engineer approved equal. Unit price shall include all costs associated with the purchase of geogrid, hauling of material to site, placement and installation of geogrid, of a square yard of material.

Add five Dollars (\$ 5 ) per square yard unit.

9/26/23

Date

  
Dana Rand, Vice President

DOCUMENT 004321 - ALLOWANCE FORM

City of Wayne  
**City Hall and Police Relocation**  
513 Main Street  
Wayne, Nebraska 68787

CWPA Project No. 23115

1.1 BID INFORMATION

A. Bidder: L & L Builders Co.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 26th day of September, 2023.
- B. Submitted By: L & L Builders Co. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Dana Rand (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

# A310<sup>TM</sup> – 2010 Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
L & L Builders Co.  
2205 4th Street  
Sioux City, IA 51101

**SURETY:**  
**Berkley Insurance Company**  
475 Steamboat Road  
Greenwich, CT 06830

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

**OWNER:**  
*(Name, legal status and address)*  
City of Wayne, Nebraska  
306 N. Pearl St.  
Wayne, NE 68787

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

**BOND AMOUNT:** \$ Five Percent of Bid Amount

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
WAYNE CITY HALL AND POLICE RELOCATION - 513 Main St, Wayne, NE 68787

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 19th day of September, 2023

L & L Builders Co.

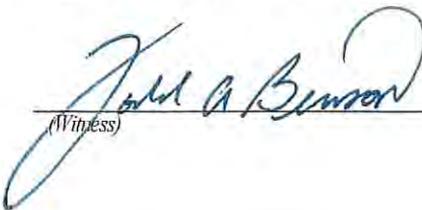
*(Principal)* \_\_\_\_\_ *(Seal)*

*(Title)* Dana Rand, Vice President

**Berkley Insurance Company**

*(Surety)* \_\_\_\_\_ *(Seal)*

*(Title)* Steven M Schultz, Attorney-in-Fact

*(Witness)* 

*(Witness)* 

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kathy A. Detloff; Carol Albenesius; Steven M. Schultz; Larry J. Moser; Gina Reese; Nicole DeVries; Heather J. Murad; Priscila Diaz; Adam David Clark; Tammy Marie Park; or Martin Guzman of Arthur J. Gallagher Risk Management Services, LLC of Sioux City, IA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24<sup>th</sup> day of February, 2023.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 24<sup>th</sup> day of February, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19<sup>th</sup> day of September, 2023.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

SECTION 004113 - BID FORM - COMBINED CONTRACT

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St.  
Wayne, Nebraska 68787

CWPA Project No. 23115

**Bid Date: September 26, 2023 2:00 P.M.**

Bid of: OTTE CONSTRUCTION COMPANY, LLC

a corporation organized and existing under the laws of the State of Nebraska;

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and is/is not licensed to do business in the State of Nebraska as a foreign corporation;

a partnership consisting of \_\_\_\_\_ partners; or

a sole proprietor;

hereinafter called the Bidder.

**To: Mr. Wes Blecke, City Administrator  
City of Wayne, Nebraska  
306 N. Pearl Street  
Wayne, Nebraska 68787**

The undersigned acknowledges that they have received and familiarized themselves with the following:

**Project Manual:** per Project Manual Section 000110 - Table of Contents

**Drawings:** per Sheet CC0.1 and Project Manual Section 000115 - List of Drawings

**Addenda:** CC- 1 through CC- 3

The undersigned further acknowledges that they have had an opportunity to visit the site and familiarized themselves with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including General Construction, Civil, Mechanical, Electrical and Access Control Work, in accord with the Bidding Documents prepared by CARLSON WEST POVONDRA ARCHITECTS for the consideration hereinafter set forth.
2. To hold his Bid open for forty (40) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

- 3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.

**LUMP SUM BASE BID:** The undersigned hereby proposes and agrees to perform the foregoing for:

the Lump Sum of Four Million One Hundred Fifty Six Thousand Dollars (\$4,156,000.00).  
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**TIME OF COMPLETION:** The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Architect, and shall achieve Substantial Completion no later than **JANUARY 31, 2025.**

**PRIME SUBCONTRACTORS:** The undersigned proposes the following Prime Subcontractors:

Mechanical Work: MERET MECHANICAL

Plumbing Work: MERET MECHANICAL

Electrical Work: METRO ELECTRIC

**ATTACHED FORMS:** The undersigned has attached the **Bid Security, Unit Price Form, Alternates Form, Allowances Form** and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

Dated this 26<sup>th</sup> day of SEPTEMBER, 2023.

OTTE CONSTRUCTION COMPANY, LLC  
Corporate Name of Bidder

521 CENTENNIAL ROAD  
Address of Bidder

402-375-2180  
Area Code/Telephone Number

KEITH J MOJE  
Authorized Officer Name

Keith J. Moje  
Authorized Officer Signature

DOCUMENT 004321 - ALLOWANCE FORM

City of Wayne  
**City Hall and Police Relocation**  
513 Main Street  
Wayne, Nebraska 68787

CWPA Project No. 23115

1.1 BID INFORMATION

A. Bidder: OTTE CONSTRUCTION COMPANY, LLC

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 26 day of SEPTEMBER, 2023.
- B. Submitted By: OTTE CONSTRUCTION (Insert name of bidding firm or corporation).
- C. Authorized Signature: KEITH J. MOJE (Handwritten signature).
- D. Signed By: Keith J. Moje (Type or print name).
- E. Title: OWNER (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

SECTION 004322 – UNIT PRICES FORM (BID FORM ATTACHMENT)-REVISED (ADDN CC-2)

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St.  
Wayne, Nebraska 68787

CWPA Project No. 23115  
**BID DATE: September 26, 2023**

Attachment to the Bid of: OTTE CONSTRUCTION COMPANY, LLC

**UNIT PRICES:** The amount proposed by bidders, as a price per unit of measurement, for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Refer to Division 1 Section "Unit Prices" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

UNIT PRICE 1: Provide an "Add" and "Deduct" price for increased or decreased excavation or overexcavation considering the reuse of on-site soils in the space below. Unit prices shall include all costs associated with both the over excavation and replacement and re-compaction of a cubic yard unit.

Add Forty-Four Dollars (\$ 44<sup>00</sup>) per cubic yard unit.

Deduct \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per cubic yard unit.

UNIT PRICE 2: Provide an "Add" price for increased excavation or overexcavation considering the use of imported soils in the space below. Unit price shall include all costs associated with the excavation, hauling, disposal of unsuitable fill, purchase of suitable fill, placement and re-compaction of a cubic yard unit.

Add Twenty-Seven Dollars (\$ 27<sup>00</sup>) per cubic yard unit.

UNIT PRICE 3: Provide an "Add" price for exporting of existing unsuitable fill and importing of suitable fill in the space below. Unit prices shall include all costs associated with the hauling, disposal, purchase and replacement of a cubic yard unit. Unit price shall NOT include over excavation and re-compaction.

Add Twenty-Four Dollars (\$ 24<sup>00</sup>) per cubic yard unit.

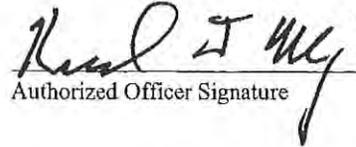
UNIT PRICE 4: Provide an "Add" price for soil stabilization in bottom of overexcavation in the form of 100 percent compacted crushed stone with gradation meeting the "Gradation for Crushed Rock" Table on Page 7 of the CTS Geotechnical Engineering Report for the project dated June 2, 2023. Unit price shall include all costs associated with the purchase of crushed stone, hauling of material to site, placement of material, installation and compaction of a US ton unit.

Add Fifty-Five Dollars (\$ 55<sup>00</sup>) per US ton unit.

UNIT PRICE 5: Provide an "Add" price for soil stabilization in bottom of overexcavation in the form of geogrid. Geogrid shall meet the requirements of CTS Geotechnical Engineering Report for the project dated June 2, 2023. Geogrid shall be Tensar BX1100, Mirafi BXG 110, or Geotechnical Engineer approved equal. Unit price shall include all costs associated with the purchase of geogrid, hauling of material to site, placement and installation of geogrid, of a square yard of material.

Add Four Dollars (\$ 4<sup>00</sup>) per square yard unit.

9/26/23  
Date

  
Authorized Officer Signature

SECTION 004323 – ALTERNATE PRICES FORM (BID FORM ATTACHMENT)

City of Wayne, Nebraska  
Wayne City Hall and Police Relocation  
513 Main St  
Wayne, Nebraska 68787

CWPA Project No. 23115  
BID DATE September 26, 2023

Attachment to the Bid of: OTTE CONSTRUCTION COMPANY, LLC

ALTERNATES: The lump sum base bid may be modified in accord with the following alternates as may be accepted by the Owner. Refer to Division 1 Section "Alternates" of the Project Manual.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE 1: Adding the planting areas, curb and parking lot lighting along the west property line and restripe the west parking stalls, if accepted, ADD to the Lump Sum Base Bid the sum of

THIRTY-NINE THOUSAND THREE HUNDRED Dollars (\$ 39,300<sup>00</sup>).

ALTERNATE 2: Provide new awnings on west building elevation, if accepted, ADD to the Lump Sum Base Bid the sum of

SIX THOUSAND NINE HUNDRED Dollars (\$ 6,900<sup>00</sup>).

ALTERNATE 3: Provide ACT-3 in lieu of ACT-1 in Dispatch area rms. 202 & 205, if accepted, ADD to the Lump Sum Base Bid the sum of

TWO THOUSAND THREE HUNDRED Dollars (\$ 2,300<sup>00</sup>).

Date 9/26/23

[Signature]  
Authorized Officer Signature



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Otte Construction Company LLC  
PO Box 396  
Wayne, NE 68787

**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)

City of Wayne - City Hall & Police Relocation

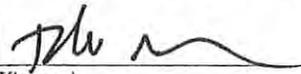
Project Number, if any:

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.

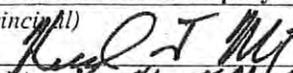
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

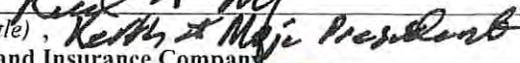
Signed and sealed this 26th day of September, 2023

  
(Witness)

  
(Witness)

Otte Construction Company LLC

(Principal)  (Seal)

(Title)  President

Inland Insurance Company

(Surety)  (Seal)

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

Init.

# 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."

does hereby make, constitute and appoint

Robert T. Cirone or James M. King or Tamala J. Hurlbut or Jacob J. Buss  
or Thomas L. King, Lincoln, Nebraska or Seth Weedon, Gretna, 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 22.

*Carol J. Clark*

Secretary/Treasurer

By

State of Nebraska

County of

of

ss.

Lancaster

INLAND INSURANCE COMPANY

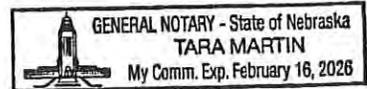
*Curt L. Hartter* President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, 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, 2026.

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 26th day of September, 20 23.

*Philip C. Abel*

Director

