

Amended: 11/20/23

AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
November 21, 2023

1. Call the Meeting to Order – 5:30 p.m.
2. Pledge of Allegiance

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

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

3. Approval of Minutes – November 7, 2023
4. Approval of Claims
5. Action on the Wayne Volunteer Fire Department Application for Cadet Membership of Joshua Doring — Jordan Widner, Assistant Fire Chief
6. Action on the request of Endia Casey-Agoumba, representing the “That Ain’t Right, a Community Non-Profit Group” (TAR) to waive the rental fee for the Freedom Park Shelter House on December 17, 2023, to celebrate Kwanzaa, a Cultural Education Event
7. Action on Change Order No. 1 in the amount of \$5,883.50 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project” – Roger Protzman, JEO Consulting Group, Inc.
8. Action on Change Order No. 001 to increase the substantial and final completion dates from 10/15/23 and 11/1/23 respectively to 10/15/24 and 11/1/24 for the “Wayne Prairie Park Phase I Grading Project” – Cooney Fertilizer, Inc., – Matthew Smith, Olsson
9. Action on Certificate of Payment No. 1 in the amount of \$423,675.27 to Cooney Fertilizer, Inc., for the “Wayne Prairie Park Phase I Grading Project” – Matthew Smith, Olsson

Background: This is for work completed and approved by the project engineer.

10. Action on Certificate of Payment No. 2 in the amount of \$222,560.16 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project” – Matthew Smith, Olsson

Background: This is for work completed and approved by the project engineer.

11. [Resolution 2023-81: Approving Letter Agreement Amendment #5 to the original Letter Agreement with Olsson for additional services on the Wayne Prairie Park Development Project](#)

Background: This Agreement Amendment #5 will add \$80,000 of additional Construction Services. Below is the breakdown of fees associated with this amendment.

- 10K Roundabout Redesign
- 50K Utility Construction Services
- 20K Lake Amenity Construction Services
- This amendment compensation is Time & Material NOT to Exceed, so Olsson will only bill out for the time spent on the project.

12. [Public Hearing \(2nd\): To obtain public input on the Community Development Block Grant No. 21-HO-35041 — Owner Occupied Rehabilitation Funds \(Advertised Time: 5:30 p.m.\)](#)

Background: Recall that the City of Wayne was awarded \$315,000 of CDBG funds to provide housing rehabilitation to low-to-moderate income households at or below 80% of the area median income, of which \$250,000 was to be utilized for the rehabilitation of ten units; \$30,000 for housing administration; \$15,000 for lead testing; and \$20,000 for general administration of the grant. No local matching funds were required by the City. No owner/occupied housing rehabilitation projects have been completed expending no project costs due to the lack of income-qualified applicants. Approximately \$250,000 of project costs, \$19,720 in housing administration, \$8,859 in general administration, and \$15,000 in lead hazard testing will be de-obligated at the end of the grant due to the lack of projects. No persons were displaced as a result of the housing activities.

13. [Action to approve the de-obligation of funds at the end of CDBG 21-HO-35041 — Owner Occupied Rehabilitation due to the lack of projects](#)
14. [Action on the Nebraska Department of Transportation’s Maintenance Agreement \(2024 Renewal\)](#)

Background: The City Maintenance Agreement with the Nebraska Department of Transportation pertains to the highway corridors through our community. This agreement begins January 1, 2024, and runs thru December 31, 2024. The rates for 2024 will remain the same as 2023.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	\$ 1,430.00	\$ 1,470.00	\$ 1,510.00	\$ 1,560.00	\$ 1,600.00
System Preservation	\$ 2,030.00	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

15. **Ordinance 2023-31: Authorizing the release and abandonment of a 1681.90 square foot easement located in Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska**
16. **Appointment of Community Activity Center Relocation Project Committee**
17. **Update on Community Activity Center Relocation Project Committee Process**
18. **Adjourn**

**MINUTES
CITY COUNCIL MEETING
November 7, 2023**

The Wayne City Council met in regular session at City Hall on November 7, 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 Brent Pick, 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 Terri Buck.

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 Karsky, to approve the minutes of the meeting of October 17, 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 Buck who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS:

FISCAL YEAR 2022/2023: CLARK EQUIPMENT, SU, 65575.66; CITY EMPLOYEE, RE, 169.06; JOHNSON FITNESS & WELLNESS, SE, 628.40; MOTOROLA SOLUTIONS, SE, 9507.87

FISCAL YEAR 2023/2024: PENRO CONSTRUCTION (APPROVED 10/17/23), SE, 114027.84; ACES, SE, 1093.66; ACES, SE, 1093.66; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 563.97; AMERITAS, SE, 106.57; AMERITAS, SE, 3331.26; AMERITAS, SE, 35.00; AMERITAS, SE, 168.44; AMERITAS, SE, 72.00; APPEARA, SE, 67.27; APPEARA, SE, 27.12; APPEARA, SE, 192.50; ATCO INTERNATIONAL, SU, 155.60; BEIERMANN ELECTRIC, SE, 211.44; BERNAL, GEORGINA, SE, 55.00; BLUE CROSS BLUE SHIELD, SE, 49487.92; BOMGAARS, SU, 373.92; BORDER STATES INDUSTRIES, SU, 273.23; BORDER STATES INDUSTRIES, SU, 374.50; BURNS, CHARLENE, RE, 150.00; CARHART LUMBER COMPANY, SU, 1175.66; CASEY ELECTRIC, SE, 1063.48; CAVE CRUSHING, SU, 3021.00; CHEMQUEST, SU, 2447.50; CINTAS, SU, 340.02; CITY EMPLOYEE, RE, 2964.38; CITY EMPLOYEE, RE, 422.91; CITY EMPLOYEE, RE, 132.92; CITY OF NORFOLK, SE, 149.12; CITY OF WAYNE, PY, 105513.41; CITY OF WAYNE, RE, 1308.50; COLONIAL RESEARCH, SU, 404.18; CORE & MAIN, SU, 336.07; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEARBORN LIFE INSURANCE COMPANY, SE, 106.64; ED M. FELD EQUIPMENT, SU, 1820.62; ELECTRONIC ENGINEERING, FE, 125.00; EULER, NATHAN, RE, 500.00; FASTWYRE BROADBAND, SE, 1611.00; FIRST CONCORD GROUP, SE, 4634.64; FLOOR MAINTENANCE, SU, 124.64; FLOOR MAINTENANCE, SU, 546.95; FLORES, BENJAMIN, RE, 500.00; GALE/CENGAGE LEARNING, SU, 128.00; GERHOLD CONCRETE, SU, 460.05; GRAHAM TIRE NORFOLK, SU, 1649.28; GRAPHIC CONTROLS ACQUISITION CORP, SU, 1212.40; GROSSENBURG IMPLEMENT, SU, 95.20; HALLIDAY PRODUCTS, SU, 137.45; HANSEN, ERIC, RE, 500.00; HAWKINS, SU, 8535.16; HILAND DAIRY, SE, 294.55; HILAND DAIRY, SE, 27.02; HILAND DAIRY, SE, 213.17; HOMETOWN LEASING, SE, 465.14; HUBER TECHNOLOGY, SU, 285.00; ICMA, SE, 2048.60; ICMA, SE, 127.36; ICMA, SE, 495.46; ICMA, SE, 200.00; ICMA, SE, 70.00; ICMA, SE, 142.75; ICMA, SE, 413.68; ICMA, SE, 166.28; ICMA, SE, 189.32; ICMA, SE, 38.28; ICMA, SE, 8605.05; IRS, TX, 4102.80; IRS, TX, 11633.78; IRS, TX, 17543.10; JEFF'S RPM SERVICE, SU, 244.58; JEO CONSULTING GROUP, SE, 1029.56; JILL BRODERSEN, RE, 125.55; KELLY SUPPLY, SU, 365.62; L.G. EVERIST, SU, 1788.63; MAIER, CHARLES, RE, 500.00; MAIN STREET GARAGE, SE, 100.00; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 180.50; MIKEY C PRODUCTIONS, SE, 100.00; MILLER LAW, SE, 5519.04; MILLER, GRANT, RE, 500.00; MUNICIPAL SUPPLY, SU, 587.66; MURPHY TRACTOR & EQUIPMENT, SU, 56800.00; NDEE-FISCAL SERVICES, FE, 230.00; NEDD-FISCAL SERVICES, FE, 230.00; NDEE-FISCAL SERVICES, FE, 460.00; NE CODE OFFICIAL ASSOCIATION, FE, 450.00; NE DEPT OF REVENUE, TX, 5583.38; NE HARVESTORE, SU, 722.52; NE LIBRARY COMMISSION, FE, 800.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 142.00; NEBRASKA IRRIGATION, SE, 63.00; NORTHEAST POWER, SE, 4664.00; NSG LOGISTICS, SU, 2208.95; OLSSON, SE, 26311.76; OPTK NETWORKS, SE, 408.54; O'REILLY AUTOMOTIVE STORES, SU, 176.69; O'REILLY AUTOMOTIVE STORES, SU, 172.71; OVERDRIVE, SU, 29.99; OVERHEAD DOOR, SU, 344.00; PAC N SAVE, SU, 1023.92; PER MAR SECURITY SERVICES, SE, 138.93; POSTMASTER, SU, 1099.09; QUANCE, MARILYN, RE, 50.00; RODRIGUEZ, NANCY, SE, 55.00; ROSE EQUIPMENT, SU, 2068.20; SANCHEZ, LINDA, RE, 150.00; SEIFFERT, BRIAN, RE, 50.00; SOOLAND BOBCAT, SU, 420.00; STADIUM SPORTING GOODS, SU, 210.00; STAPLES, SU, 260.60; STAPLES, SU, 78.99; STATE FARM INSURANCE, SE, 563.00; STATE NEBRASKA BANK & TRUST, SE, 61.76; STATE NEBRASKA BANK-PETTY CASH, RE, 109.02; THE MAJESTIC THEATER, FE, 184.00; TOM'S BODY & PAINT SHOP, SE, 122.42; UK STORAGE, RE, 10.00; UL, SE, 2910.00; VIAERO, SE, 70.42; WAYNE COUNTY SHERIFF, SE, 65.00; WAYNE COUNTY TREASURER, SE, 3510.32; WAYNE HERALD, SE, 49.95; WAYNE HIGH SCHOOL, SU, 100.00; WESCO, SU, 1480.35; WISNER WEST, SU, 441.55; ZIEGLER CAT, SU, 15005.00; ZIMCO SUPPLY, SU, 230.00; AMERITAS, SE, 106.97; AMERITAS, SE, 172.45; AMERITAS, SE, 35.00; AMERITAS, SE, 72.00; AMERITAS, SE, 3330.70; BLADES GROUP, SU, 1815.00; CITY EMPLOYEE, RE, 296.25; CITY EMPLOYEE, RE, 100.00; CITY OF WAYNE, PY, 104997.48; CITY OF WAYNE, RE, 296.85; DEARBORN LIFE INSURANCE COMPANY, SE, 3119.10; DISTRICT 11 AA, RE, 250.00; ELKINS PORTABLE RESTROOMS, SE, -260.00; FREDRICKSON OIL, SU, 1282.23; GLOBAL PAYMENTS INTEGRATED, SE, 691.95; GREDER, JANET, RE, 500.00; ICMA, SE, 1048.60; ICMA, SE, 495.46; ICMA, SE, 200.00; ICMA, SE, 127.36; ICMA, SE, 70.00; ICMA, SE,

142.75; ICMA, SE, 413.68; ICMA, SE, 166.28; ICMA, SE, 189.32; ICMA, SE, 38.28; ICMA, SE, 8835.32; IRS, TX, 11195.85; IRS, TX, 4064.16; IRS, TX, 17378.16; KTCH, SE, 160.00; LUTT OIL, SU, 7122.99; MAIN STREET GARAGE, SE, 200.00; MERCHANT SERVICES, SE, 1260.69; MERCHANT SERVICES, SE, 6277.23; MERCHANT SERVICES, SE, 92.38; NE DEPT OF REVENUE, TX, 5569.18; NPPD, SE, 8827.44; NORTHEAST NE INS AGENCY, SE, 4.00; NORTHEAST POWER, SE, 1910.00; ONE CALL CONCEPTS, SE, 140.10; PLUNKETT'S PEST CONTROL, SE, 48.60; QUALITY DRY CLEANERS, SE, 33.93; QUALITY FOOD CENTER, SU, 38.53; RODRIGUEZ, NANCY, SE, 110.00; SKARSHAUG TESTING LAB, SE, 265.56; STADIUM SPORTING GOODS, SU, 1111.00; T & S TRUCKING, SE, 631.62; WASTE CONNECTIONS, SE, 176.50; WAYNE COUNTY CLERK, SE, 130.00; WAYNE HERALD, SE, 584.00; WAYNE SENIOR CENTER, SE, 364.25; WAYNE VETERINARY CLINIC, SE, 252.00; WESCO, SU, 299.60

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

Mayor Giese requested Council consideration to the Mayoral appointment of Jill Walling to the Library Board to finish out the term of Sarah Lentz.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the Mayoral appointment of Jill Walling to the Library Board. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who was absent, the Mayor declared the motion carried.

Roger Protzman of JEO Consulting Group, Inc., presented Contractor's Application for Payment No. 1 in the amount of \$195,567.30 to Philip Carkoski Construction and Trenching, Inc., for the "2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project." He also updated Council on the project.

Councilmember Karsky made a motion, which was seconded by Councilmember Brodersen, approving Contractor's Application for Payment No. 1 in the amount of \$195,567.30 to Philip Carkoski Construction and Trenching, Inc., for the "2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who was absent, the Mayor declared the motion carried.

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class CK (on and off sale and catering) Liquor License for Webber Hospitality, LLC, d/b/a “Geno’s Steakhouse & Lounge,” located at 121 W 1st Street.

Stephen and Brittany Webber, the new owners, were present to answer questions.

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

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

Councilmember Brodersen introduced Resolution No. 2023-76 and moved for its approval; Councilmember Bratcher seconded.

RESOLUTION NO. 2023-76

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS CK LIQUOR LICENSE — WEBBER HOSPITALITY, LLC, D/B/A “GENO’S STEAKHOUSE & LOUNGE.”

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who was absent and Councilmember Webber who abstained, due to a conflict of interest, the Mayor declared the motion carried.

The following agenda item was tabled from last meeting so staff could collect more information on warranty and process (pool painting/sandblasting project). Staff talked with both contractors about their submitted bids and is of the opinion that it would be best to hire Mighty Ducts-Steele Pool Co. (acid wash). Staff spoke with Jeff Steele about the work Mighty Ducts had already completed at the Wayne pool, and he agreed to reduce the bid price by the amount of work (some caulking) that had already been paid. Staff also talked to Bierman about their bid, and they would still not warranty any of the painting. Mighty Ducts Steele Pool Company will guarantee their work for a period of 3 years as long as their company preps and cleans the pool for spring opening at a cost of \$1,000.00 per year. The final cost for Mighty Ducts-Steele Pool (after deducting the work that has been done) will be \$45,923.50 compared to Bierman's of \$44,134.99. Staff also received positive comments from other communities regarding other work done by this Mighty Ducts. Mighty Ducts has worked with Sutton, Falls City, Albion, Gibbon, and Superior. Sutton and Falls City administrators were contacted and both gave positive recommendations.

Councilmember Brodersen introduced Resolution 2023-77, and moved for approval thereof; Councilmember Karsky seconded.

RESOLUTION NO. 2023-77

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “2023 POOL PAINTING/SANDBLASTING PROJECT” TO MIGHTY DUCTS STEELE POOL COMPANY - \$45,923.50.

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

Administrator Blecke stated there are a couple of properties that the Community Redevelopment Authority owns and is also paying property taxes on, that they are getting no benefit from and will never likely sell to develop these properties. Staff feels it is in the City’s best interest to obtain these 2 parcels (burn pit/tree pile north of former Pacific Coast Property and road/street in the Western Ridge Subdivision).

Councilmember Karsky made a motion, which was seconded by Councilmember Muir, to accept certain properties owned by the Wayne Community Redevelopment Authority (burn pit/tree pile north of former Pacific Coast Property and Road/Street in the Western Ridge Subdivision). Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who was absent, the Mayor declared the motion carried.

The following Resolution pertains to an agreement with Carlson West Povondra Architects to undertake a “Community Activity Center Relocation Planning Study Project.” Their quote of \$15,000 would complete a solid estimate and visual rendering (not construction plans) of what a renovation and expansion of the FNBO building would cost/could look like. CWPA would do the same thing they did for the current CAC expansion and renovation plans from 2022. CWPA believes they could have this information concluded by March, 2024. This would give Council the opportunity to discuss placing another sales tax initiative on the 2024 primary ballot if it chose to.

Bob Soukup, representing CWPA, was present to answer questions.

Councilmember Karsky introduced Resolution 2023-78, and moved for approval thereof; Councilmember Brodersen seconded.

RESOLUTION NO. 2023-78

A RESOLUTION APPROVING THE AGREEMENT WITH CARLSON WEST POVONDRA ARCHITECTS AS ARCHITECT/SPECIAL ENGINEER FOR THE “COMMUNITY ACTIVITY CENTER RELOCATION PLANNING STUDY PROJECT” - \$15,000.

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

The following Resolution would approve an Interlocal Agreement between the City and the County, and explains the way the County funds would be given to the City to help offset economic development expenses (primarily personnel) over the next 3 years. Since Amy Miller is both the City Attorney and the County Attorney, the Council would also need to acknowledge and waive the conflict of interest regarding this Interlocal Agreement to which she has given advice.

Luke Virgil, Economic Development Director, was present to answer questions. This agreement was modeled off of the City of Norfolk and their relationship with Madison County. The County’s payments to the City will be made on a quarterly basis.

Councilmember Eischeid introduced Resolution 2023-79, and moved for approval thereof; Councilmember Webber seconded.

RESOLUTION NO. 2023-79

A RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY OF WAYNE AND WAYNE COUNTY FOR FUNDING WAYNE AREA ECONOMIC DEVELOPMENT, INC., AND WAIVING ANY CONFLICT OF INTEREST FOR THE CITY AND WAYNE COUNTY ATTORNEY, AMY MILLER.

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

Administrator Blecke advised the Council that the Rural Economic Development Loan & Grant (REDLG) Program is open to Rural Utilities Service (RUS). The REDLG program can grant up to \$300,000 to entities who have been deemed to have the “RUS” status (which Wayne’s Electric system has been) and are willing to contribute 20%, or up to \$60,000 from its fund to assist with the financing of an eligible project. The Northeast Nebraska Public Health District (NNPHD) is planning to build a new facility and

has asked if the City would be willing to apply on its behalf. Specifics would include NNPHD receiving a \$360,000 loan from the grant, paying it back to the City over 10 years at 0% interest (a requirement of the grant to the City), and creating a revolving loan fund as the loan is paid back. This could be a supplement to the current LB840 fund, Northeast Nebraska Economic Development RLF, and WAED's internal smaller RLF. This is a competitive process, so there are no guarantees of receiving the funds.

Since its inception, NNPHD has expanded from two employees with a budget of less than \$200,000 to now having 21 employees, 24 grants/contracts, and a budget of over \$2.5 Million. NNPHD has accepted a bid to construct a 5,500-square-foot building. This building will be located north of Hopkins Eye Care off Milo Drive in Wayne. This building will include employee offices, a reception area, a training room, an IT room, a wellness/breakroom, clinic space for oral health and other needed services, supply and PPE storage, bathrooms, and a drive-through garage. It is anticipated that part of the building will be available to be used by the community. The bid also includes the purchase of the lot, approximately 12,000 square feet of parking/exterior concrete, basic landscaping, sod, and sprinklers. The total construction bid cost is estimated at \$1,053,810.00. Additional costs will be furnishing the building, IT installation and upgrade costs, and telephone installation costs for a total of \$1,285,000.00. The project completion date is on or before December 31, 2024.

Colleen Hupke, representing the NNPHD and the new Director in training, was present to answer questions.

Councilmember Webber introduced Resolution No. 2023-80 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2023-80

A RESOLUTION AUTHORIZING APPLICATION FOR RURAL ECONOMIC DEVELOPMENT LOAN AND GRANT PROGRAM.

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

The following retreat items were discussed:

- First National Bank of Omaha Building (additional courts, more storage, offices in front, community committee member recommendations, indoor playground equipment).
- Update from the Community Redevelopment Authority/City Administrator on Housing
- Future blighted areas in and around Wayne — take this to the Planning Commission to review the blighted areas in Wayne and make recommendations on adding/deleting some areas.
- Goals for 2024 and beyond
 - Proceed to do the last step or whatever it takes to find the leak in the pool
 - Continue to work on plans to pave 4th Street, Centennial Road, 21st Street; continue to repair streets/panels (prioritize); bring in assistance for city workers if needed
 - Continue to fix shared sewer line issues
 - Daycare
 - Housing
 - Substation

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:45 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	TRANSFER PUMP/FILTERS/HEATER REPAIRS	523.70
AERZEN USA CORPORATION	REBUILD AQUARIUS BLOWER	6,786.60
APPEARA	MAT SERVICE	209.98
ARNIE'S FORD INC	WATER PUMP/TIMING CHAINS REPAIR	2,695.91
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	147,743.88
BLACK HILLS ENERGY	GAS BILLS	671.19
BORDER STATES INDUSTRIES, INC	HDPE CONDUIT/CONNECTORS	5,735.63
CHEMQUEST, INC.	QUARTERLY MONITORING	695.00
CITY EMPLOYEE	BASKETBALL REFUND	20.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	46.28
CITY OF NORFOLK	23-24 SNARE MATCH	1,500.00
CITY OF WAYNE	UTILITY REFUND	521.82
COPY WRITE PUBLISHING	SHIPPING CHARGES	193.77
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	22,582.94
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	69.73
DEERE & COMPANY	FIELD RAKE	19,021.28
ED M. FELD EQUIPMENT CO INC	FIRE SUSPENDERS	21.00
ELECTRONIC ENGINEERING CO	POLICE RADIO REPAIR	1,519.25
FAIRFIELD INN - KEARNEY	LODGING- DAVIS, JUNCK, LISTON	1,214.55
FIRE CATT, LLC	FIRE HOSE TESTING	5,221.20
FIRST SOURCE TITLE & ESCROW	EARNEST MONEY-LOT 1 CENTENNIAL VALLEY FNOB	50,000.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/BOWLS/LIDS/DETERGENT	754.24
GEMPLER'S INC	REACHER TOOL	170.65
GERHOLD CONCRETE CO INC.	BATTING CAGES CONCRETE	3,532.06
GROSSENBURG IMPLEMENT INC	HOSE FITTINGS	9.28
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	317.41
INGRAM LIBRARY SERVICES	BOOKS	702.24
IOWA PUMP WORKS, INC.	LIFT STATION 6 PUMP REPLACEMENT	38,615.96
J. F. AHERN CO.	CAC SPRINKLER HEAD SAMPLING	1,373.00
JOHN'S WELDING AND TOOL LLC	TREE SPADE, SNOW BLOWER, BASKET HITCH FOR LOADER	6,950.90
KEPCO ENGRAVING	NAMEPLATES	22.40
MACQUEEN EQUIPMENT	STREET SWEEPER SERVICE WORK	1,217.34
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION/MONITORING FEE	784.29
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	854.07
OCAMPO, KIM	BASKETBALL REFUND	20.00
OCLC, INC	WEBDEWEY	368.66
ORIENTAL TRADING CO INC	PROGRAM SUPPLIES	49.80
OVERDRIVE, INC.	AUDIO / E BOOKS	1,277.46
PADILLA, LUCY	CHEER CLUB REFUND	50.00
PLUMBING & ELECTRIC SERVICE INC	SEWER LINE REPAIR	2,500.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	37.92

Vendor	Payable Description	Payment Total
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
RUNZA RESTRAUNT	BUILDING PERMIT DEPOSIT REFUND	500.00
SCHMALE, ALYSSA	AUDITORIUM DEPOSIT REFUND	250.00
SEILER INSTRUMENT & MFG. CO. INC.	CATALYST ON DEMAND	970.00
STALP GRAVEL IN	SAND	2,136.84
STAPLES, INC	OFFICE SUPPLIES	198.78
STATE NEBRASKA BANK & TRUST	COMBINED UTILITY REVENUE BONDS 2019	7,837.50
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,675.40
VERIZON WIRELESS SERVICES LLC	CELL PHONES	534.43
WAYNE AUTO PARTS	FILTERS/WIPER BLADES/TORQUE WRENCH	457.31
WAYNE HERALD	CAC ADS	642.00
WAYNE HERALD	GREEN TEAM ADS	190.00
WAYNE HERALD	ADS AND NOTICES	1,378.27
WAYNE KORTH	FREEDOM PARK DEPOSIT REFUND	150.00
WESCO DISTRIBUTION INC	CONNECTORS/H TAPS	957.65
WESTERN AREA POWER ADMIN	ELECTRICITY	18,571.85
	Grand Total:	365,051.42

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Joshua Doring Address 315 Fairgrounds Ave
Phone Number 402-369-9282 Social Security #
Driver's License Number and Issuing State won't have until October 26th
Employer student Occupation student
How long have you been employed by your present employer?
Previous Employer and Address

Have you previously been a member of a Fire Department? No
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training.

Do you have any physical ailments or disabilities that could affect your performance on the department?

Colorblind, Asthma (mild)

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes
- Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Joshua Doring Date 10-2-23

.....
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Joshua Doring Date 10-2-23

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

[Signature]

Secretary's Signature Joshua Doring

[Signature]

Date 11/7/2023

Chief's Signature [Signature]

Date 11/7/2023

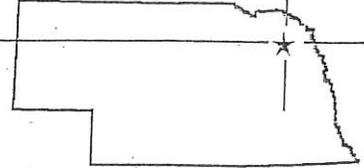
.....
Council approved on certified by City Clerk

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Endia S. Casey - Agoumba

Address: 1519 Claycomb Road

Wayne, NE 68787

Telephone No.: 803-240-7338

Date of Request: 11.21.2023

Description of Requested Topic: That Ain't Right is a

community non-profit group. We will be

celebrating Kwanzaa, a cultural, education

event (free) for the community. There

will be food, music, entertainment

available - free to the public. 12-17-23

This is a request for fee waiver for use of Freedom Park Community Building by the TAR group.





CHANGE ORDER NO.: 001

Owner: City of Wayne
Engineer: **Olsson**

Owner's Project No.:
Engineer's Project No.: **022-02746**
Contractor's Project No.:

Contractor: **Cooney Fertilizer, Inc.**
Project: **Wayne Prairie Park Phase I Grading**
Contract Wayne Fairground Recreational Development
Date Issued: 11/20/2023

Effective Date of Change Order: 11/20/2023

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

Description: **Project Timeline Extension**

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: 10/15/2023 Final Completion: 11/1/2023
Increase from previously approved Change Orders No. 0 to No. 1 \$ _____	Increase from previously approved Change Orders No. 0 to No. 1: Substantial Completion: 10/15/2024 Final Completion: 11/1/2024
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Final Completion: _____
Increase this Change Order: \$ _____	Increase this Change Order: Substantial Completion: _____ Final Completion: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Final Completion: _____

Recommended by Engineer (if required)
By: Matthew Smith
Title: Team Leader
Date: 11/20/2023

Accepted by Contractor
Ray Cooney by KC
Pres.
11/20/23

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)



CERTIFICATE OF PAYMENT: 1

Date of Issuance: 11/17/23

Project: Wayne Prairie Park Phase I Grading

Project No.: 022-02746

Contractor: Cooney Fertilizer, Inc.

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: Cooney Fertilizer, Inc.		

Value of Work Completed This Request: \$404,474.30

Original Contract Cost: \$1,229,205.20
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$0.00
 No. 3 \$0.00

Total Contract Cost: \$1,229,205.20

Value of completed work and materials stored to date \$470,750.30
 Less retainage percentage 10% \$47,075.03
 Net amount due including this estimate \$423,675.27
 Less: Estimates previously approved:

No. 1 <u>\$0.00</u>	No. 3 <u>\$0.00</u>	No. 5 <u>\$0.00</u>
No. 2 <u>\$0.00</u>	No. 4 <u>\$0.00</u>	No. 6 <u>\$0.00</u>

Total Previous Estimates: \$0.00

NET AMOUNT DUE THIS ESTIMATE: \$423,675.27

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: - Owner
Cooney Fertilizer, Inc.
Project File

OLSSON

By: _____

ITEM NO.	DESCRIPTION OF WORK	C	D	E	F	G	H	I		K	L	M	N	O	P
								WORK COMPLETED	WORK COMPLETED						
		Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	City from previous pay app.	Total from previous pay app.	Qty this Period	Total from this Period	MATERIALS PRESENTLY IN PLACE (M * O)	TOTAL QUANTITY TO DATE (G+H)	TOTAL COMPLETED AND STORED TO DATE (M+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
1	MOBILIZATION	LS	1	\$21,500.00	\$21,500.00	\$0.00	\$0.00	0.70	\$15,050.00	\$0.00	0.7	\$15,050.00	70.00%	\$6,450.00	\$1,505.00
2	EARTHWORK	LS	1	\$253,211.80	\$253,211.80	\$0.00	\$0.00	0.65	\$164,587.67	\$0.00	0.65	\$164,587.67	65.00%	\$88,624.13	\$16,458.77
3	18" CONCRETE CURB AND GUTTER	LF	4025	\$34.66	\$139,466.28	\$0.00	\$0.00	2,486.00	\$86,486.40	\$880.00	2486	\$86,486.40	62.01%	\$52,979.88	\$8,648.64
4	5" FEE	EA	9	\$7,630.00	\$68,670.00	\$0.00	\$0.00	0.00	\$0.00	\$880.00	0	\$880.00	18.80%	\$3,800.00	\$58.00
5	30" NYLOPLAST DRAINAGE BASIN	EA	4	\$6,760.00	\$27,040.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$2,080.00	\$0.00
6	AREA INLET	EA	5	\$7,800.00	\$39,000.00	\$0.00	\$0.00	2.00	\$15,600.00	\$20,800.00	2	\$20,800.00	48.80%	\$4,900.80	\$613.13
7	CURB FLUME	EA	9	\$1,227.45	\$11,047.05	\$0.00	\$0.00	5.00	\$6,137.25	\$20,800.00	5	\$20,800.00	55.66%	\$4,900.80	\$2,080.00
8	24" STORM SEWER PIPE	LF	1175	\$62.40	\$73,320.00	\$0.00	\$0.00	0.00	\$0.00	\$23,919.00	0	\$23,919.00	28.02%	\$49,401.00	\$2,391.90
9	36" STORM SEWER PIPE	LF	955	\$86.40	\$82,656.00	\$0.00	\$0.00	0.00	\$0.00	\$70,677.00	0	\$70,677.00	30.00%	\$61,977.00	\$2,087.70
10	ROCK ROAD AND PARKING BASE INCORPORATED	TN	5950	\$51.25	\$304,937.50	\$0.00	\$0.00	1,785.00	\$91,481.25	\$0.00	1785	\$91,481.25	0.00%	\$213,456.25	\$9,148.13
11	ROCK ROAD AND SURFACE COURSE	TN	3400	\$41.96	\$142,664.00	\$0.00	\$0.00	0.00	\$0.00	\$4,500.00	0	\$4,500.00	100.00%	\$0.00	\$450.00
12	REMOVE EXISTING	EA	30	\$2,310.00	\$69,300.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$69,300.00	\$0.00
13	SEEING	EA	30	\$2,310.00	\$69,300.00	\$0.00	\$0.00	0.17	\$5,982.13	\$0.00	0.17	\$5,982.13	100.00%	\$0.00	\$598.21
14	EROSION CONTROL	LS	1	\$35,189.00	\$35,189.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$35,189.00	\$0.00
15	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$4,000.00	\$0.00
16	CONCRETE DRIVEWAY	SY	128	\$114.45	\$14,649.60	\$0.00	\$0.00	128.00	\$14,649.60	\$0.00	128	\$14,649.60	100.00%	\$0.00	\$1,464.96
Change Order															
					\$1,229,205.20	\$0.00	\$0.00	\$4,427.52	\$404,474.30	\$66,276.00	4,427.52	\$470,750.30	6.93%	\$756,454.90	\$47,075.03
Contract Total															



LINCOLN WINWATER WORKS CO.
515 NW 27TH ST, STE 2
LINCOLN NE 68528-1001

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00783-000453	096340 01
DB	INVOICE DATE	INVOICE TOTAL
16	09/22/2023	\$22,124.39

BILL TO :

ROBERT WOEHLE & SONS CONSTR
123 FAIRGROUNDS AVE
WAYNE, NE 68787-2041

2/01

To Reorder Contact Us At
Phone No: (402) 438-2988
Fax No: (402) 438-2992

SHIP TO:

ROBERT WOEHLE & SONS CONSTR
410 FAIRGROUNDS AVE
WAYNE NE 687872114

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
	015-ERIC EICKMEIER	STOCK		1% 10TH, NET 30TH	09/22/2023

PLACED BY	JOB NAME
BJ	WAYNE PRAIRIE PARK DEVELOPMENT

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
5	EA	24 CND FLARED END SECTION		B	\$220.0000		\$0.00	Y
3	EA	2830AG 30" DRAIN BASIN > 5'		B	\$3,315.0000		\$0.00	Y
2	EA	2830AG 30" DRAIN BASIN < 5'		B	\$3,225.0000		\$0.00	Y
1	EA	2830AG 30" DRAIN BASIN > 10'		B	\$4,405.0000		\$0.00	Y
6	EA	DEETER 1970 FRAME AND GRAVE		B	\$780.0000		\$0.00	Y
940	FT	36X20' SOLID N-12 WT/IB PIPE	460	B	\$44.9500		\$20,677.00	Y
1,260	FT	24X20' SOLID N-12 WT/IB PIPE		B	\$23.4500		\$0.00	Y

TAX AREA ID: 281790410

FEDERAL TAX ID NUMBER: 261074970

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 10/25/2023
IF PAID BY 10/10/23 YOU MAY DEDUCT \$206.77

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.

	Net Sales	\$20,677.00
	Freight	\$0.00
State Tax %5.50	State Tax	-\$1,137.24
Local Tax %1.50	Local Tax	-\$310.15
	Invoice Total	\$22,124.39

20677.00



LINCOLN WINWATER WORKS CO.
515 NW 27TH ST, STE 2
LINCOLN NE 68528-1001

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00783-000453	096340 02
DB	INVOICE DATE	INVOICE TOTAL
21	09/29/2023	\$23,919.00

BILL TO :

ROBERT WOehler & SONS CONSTR
123 FAIRGROUNDS AVE
WAYNE, NE 68787-2041

To Reorder Contact Us At
Phone No: (402) 438-2988
Fax No: (402) 438-2992

SHIP TO:

ROBERT WOehler & SONS CONSTR
410 FAIRGROUNDS AVE
WAYNE NE 687872114



6081

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
	015-ERIC EICKMEIER	STOCK		1% 10TH, NET 30TH	09/29/2023
PLACED BY			JOB NAME		
BJ			WAYNE PRAIRIE PARK DEVELOPMENT		

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
6	EA	DEEPER 1970 FRAME AND GRATE		B	\$780.0000		\$0.00	Y
480	FT	36X20' SOLID N-12 W/1B PIPE		B	\$44.9500		\$0.00	Y
1,260	FT	24X20' SOLID N-12 W/1B PIPE	1,020	B	\$23.4500		\$23,919.00	N

	Net Sales	\$23,919.00
	Freight	\$0.00
State Tax %0.00	State Tax	\$0.00
Local Tax %0.00	Local Tax	\$0.00
	Invoice Total	\$23,919.00

TAX AREA ID: 281790410

FEDERAL TAX ID NUMBER: 261074970

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 11/25/2023

IF PAID BY 11/10/23 YOU MAY DEDUCT \$239.19

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.



LINCOLN WINWATER WORKS CO.
515 NW 27TH ST, STE 2
LINCOLN NE 68528-1001

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00783-000453	096340 03
DB	INVOICE DATE	INVOICE TOTAL
7	10/10/2023	\$21,680.00

BILL TO :

ROBERT WOEHLE & SONS CONSTR
123 FAIRGROUNDS AVE
WAYNE, NE 68787-2041

To Reorder Contact Us At
Phone No: (402) 438-2988
Fax No: (402) 438-2992

SHIP TO:

ROBERT WOEHLE & SONS CONSTR
410 FAIRGROUNDS AVE
WAYNE NE 687872114

8049

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
	015-ERIC EICKMEIER	STOCK		1% 10TH, NET 30TH	10/10/2023

PLACED BY	JOB NAME
BJ	WAYNE PRAIRIE PARK DEVELOPMENT

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
5	EA	24 CMP FLARED END SECTION	4	B	\$220.0000		\$880.00	N
3	EA	2830AG 30" DRAIN BASIN > 5'	3		\$3,315.0000		\$9,945.00	N
2	EA	2830AG 30" DRAIN BASIN < 5'	2		\$3,225.0000		\$6,450.00	N
1	EA	2830AG 30" DRAIN BASIN > 10'	1		\$4,405.0000		\$4,405.00	N

TAX AREA ID: 281790410

FEDERAL TAX ID NUMBER: 261074970

TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 11/25/2023
IF PAID BY 11/10/23 YOU MAY DEDUCT \$216.80

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988

	Net Sales	\$21,680.00
	Freight	\$0.00
State Tax %0.00	State Tax	\$0.00
Local Tax %0.00	Local Tax	\$0.00
	Invoice Total	\$21,680.00



CERTIFICATE OF PAYMENT: 2

Date of Issuance: 10/12/23

Project: **Wayne Prairie Park Phase II Utilities**

Project No.: A22-02746

Contractor: **Penro Construction Co., Inc.**

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: Penro Construction Co., Inc.		

Value of Work Completed This Request: \$193,939.50

Original Contract Cost: \$716,931.00
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$0.00
 No. 3 \$0.00

Total Contract Cost: \$716,931.00

Value of completed work and materials stored to date \$373,986.67
 Less retainage percentage 10% \$37,398.67
 Net amount due including this estimate \$336,588.00
 Less: Estimates previously approved:

No. 1 \$114,027.84 No. 3 \$0.00 No. 5 \$0.00
 No. 2 \$0.00 No. 4 \$0.00 No. 6 \$0.00

Total Previous Estimates: \$114,027.84

NET AMOUNT DUE THIS ESTIMATE: \$222,560.16

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: - Owner
 Penro Construction Co., Inc.
 Project File

OLSSON

By: _____



Project #: A22-02746
Date: 10/12/2023

Project: Wayne Prairie Park Phase II Utilities
Contractor: Penro Construction Co., Inc.

Pay App. 2
Contractor: Penro Construction Co., Inc.

A	B	C	D	E	F	G	H	I		J	K	L	M	N	O	P			
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	Qty from previous pay appl.	Total From previous pay appl.	Qty This Period	Total from this Period	MATERIALS PRESENTLY STORED (not in inv.)	TOTAL QUANTITY TO DATE (G+H)	TOTAL COMPLETED AND STORED TO DATE (I+J+K)	% (IMF)	BALANCE TO FINISH (L-M)	RETAINAGE				
1	MOBILIZATION	LS	1	\$1,850.00	\$1,850.00	\$0.00	\$0.00	0.50	\$5,925.00		0.5	\$5,925.00	50.00%	\$5,925.00	\$592.50				
2	TRAFFIC CONTROL	LS	1	\$2,840.00	\$2,840.00	\$0.00	\$0.00	0.10	\$284.00		0.1	\$284.00	10.00%	\$2,556.00	\$28.40				
3	EARTHWORK	LS	1	\$26,300.00	\$26,300.00	\$0.00	\$0.00	0.00	\$0.00		0	\$0.00	0.00%	\$26,300.00	\$0.00				
4	REMOVE & REPLACE UNSUITABLE SOILS	CY	100	\$25.20	\$2,520.00	\$0.00	\$0.00	0.00	\$0.00		0	\$0.00	0.00%	\$2,520.00	\$0.00				
5	8" C900 WATER MAIN	LF	3340	\$40.80	\$136,272.00	\$0.00	\$0.00	1,760.00	\$71,808.00	\$34,321.09	1760	\$106,129.09	77.88%	\$30,142.91	\$10,612.91				
6	1" WATER SERVICE LINE	LF	900	\$17.90	\$16,110.00	\$0.00	\$0.00	0.00	\$0.00	\$545.70	0	\$545.70	3.39%	\$15,564.30	\$54.57				
7	2" WATER SERVICE LINE	LF	1000	\$19.60	\$19,600.00	\$0.00	\$0.00	0.00	\$0.00	\$2,003.04	0	\$2,003.04	10.22%	\$17,596.96	\$200.30				
8	3" WATER SERVICE LINE	LF	945	\$22.20	\$20,979.00	\$0.00	\$0.00	0.00	\$0.00	\$1,267.95	0	\$1,267.95	6.04%	\$19,711.05	\$126.80				
9	WATER METER ASSEMBLY	EA	1	\$8,880.00	\$8,880.00	\$0.00	\$0.00	0.00	\$0.00	\$1,583.60	0	\$1,583.60	17.83%	\$7,296.40	\$158.36				
10	FIRE HYDRANT ASSEMBLY, TYPE 11	EA	5	\$7,320.00	\$36,600.00	\$0.00	\$0.00	2.00	\$14,640.00	\$16,500.50	2	\$31,140.50	85.08%	\$5,459.50	\$3,114.05				
11	2" VERTICAL FIRE HYDRANT EXTENSION	EA	2	\$919.50	\$1,839.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$1,839.00	\$0.00				
12	2.5" VERTICAL FIRE HYDRANT EXTENSION	EA	1	\$1,310.00	\$1,310.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$1,310.00	\$0.00				
13	3" VERTICAL FIRE HYDRANT EXTENSION	EA	1	\$1,500.00	\$1,500.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$1,500.00	\$0.00				
14	3.5" VERTICAL FIRE HYDRANT EXTENSION	EA	7	\$2,380.00	\$16,660.00	\$0.00	\$0.00	0.00	\$0.00	\$9,215.55	2	\$13,975.55	83.89%	\$2,684.45	\$1,397.96				
15	8" MJ 90° BEND	EA	1	\$648.00	\$648.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$1,910.00	\$0.00				
16	8" MJ 45° BEND	EA	5	\$603.00	\$3,015.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$648.00	\$0.00				
17	8" MJ 22.5° BEND	EA	2	\$591.50	\$1,183.00	\$0.00	\$0.00	1.00	\$591.50	\$0.00	1	\$1,815.00	60.00%	\$591.50	\$181.50				
18	8" TEE	EA	1	\$687.50	\$687.50	\$0.00	\$0.00	0.00	\$0.00	\$224.70	0	\$224.70	42.92%	\$298.80	\$22.47				
19	8" X 6" REDUCER	EA	1	\$338.00	\$338.00	\$0.00	\$0.00	0.00	\$0.00	\$379.85	0	\$379.85	55.25%	\$307.65	\$37.98				
20	2" CROSS	EA	1	\$963.50	\$963.50	\$0.00	\$0.00	0.00	\$0.00	\$499.69	0	\$499.69	46.22%	\$181.78	\$15.62				
21	1" WATER SERVICE ASSEMBLY	EA	1	\$2,400.00	\$2,400.00	\$0.00	\$0.00	0.50	\$1,200.00	\$2,739.61	0.5	\$3,939.61	82.08%	\$60.39	\$283.96				
22	2" WATER SERVICE ASSEMBLY	EA	2	\$2,300.00	\$4,600.00	\$0.00	\$0.00	0.00	\$0.00	\$1,493.35	0	\$1,493.35	64.93%	\$606.65	\$149.34				
23	3" WATER SERVICE ASSEMBLY	EA	17	\$288.00	\$4,896.00	\$0.00	\$0.00	0.00	\$0.00	\$4,488.65	0	\$4,488.65	91.68%	\$407.35	\$448.87				
24	CAMPER 1" WATER SERVICE ASSEMBLY	EA	2	\$1,630.00	\$3,260.00	\$0.00	\$0.00	0.00	\$0.00	\$2,603.45	0	\$2,603.45	79.86%	\$656.55	\$260.35				
25	WATER MAIN CONNECTION	EA	2	\$408.00	\$816.00	\$0.00	\$0.00	0.00	\$0.00	\$223.63	0	\$223.63	54.81%	\$184.37	\$22.36				
26	8" CONNECTION SLEEVE	EA	17	\$1,170.00	\$19,890.00	\$0.00	\$0.00	0.00	\$0.00	\$5,366.05	0	\$5,366.05	26.98%	\$14,523.95	\$536.61				
27	YARD HYDRANT ASSEMBLY	EA	1	\$100.50	\$100.50	\$0.00	\$0.00	1.00	\$100.50	\$0.00	1	\$100.50	100.00%	\$0.00	\$0.00				
28	REMOVE SANITARY CLEAN-OUT	EA	7	\$4,160.00	\$29,120.00	\$0.00	\$0.00	5.00	\$20,800.00	\$6,550.88	5	\$27,350.88	93.93%	\$1,769.02	\$2,735.10				
29	48" SANITARY SEWER MANHOLE	LF	2340	\$35.10	\$82,134.00	\$0.00	\$0.00	1,682.00	\$59,036.20	\$9,240.30	1682	\$67,276.50	81.91%	\$14,857.50	\$6,727.85				
30	6" SANITARY SEWER MAIN	LF	470	\$33.90	\$15,933.00	\$0.00	\$0.00	2.00	\$67.80	\$1,564.20	2	\$1,632.00	10.24%	\$14,301.00	\$163.20				
31	4" SANITARY SERVICE CONNECTION	EA	19	\$453.50	\$8,616.50	\$0.00	\$0.00	17.00	\$7,709.50	\$0.00	17	\$7,709.50	89.47%	\$907.00	\$770.95				
32	2" SANITARY FORCE MAIN	LF	855	\$17.40	\$14,877.00	\$0.00	\$0.00	0.00	\$0.00	\$2,100.00	0	\$2,100.00	14.12%	\$12,777.00	\$210.00				
33	2" SANITARY FORCE MAIN BORE	LF	350	\$23.50	\$8,225.00	\$0.00	\$0.00	0.00	\$0.00	\$285.00	0	\$285.00	3.47%	\$7,940.00	\$28.50				
34	4" TAMPER-RESISTANT SANITARY CAP	EA	34	\$781.50	\$26,571.00	\$0.00	\$0.00	0.00	\$0.00	\$3,408.50	0	\$3,408.50	87.36%	\$493.00	\$340.85				
35	60" HDPE STORM PIPE	LF	310	\$257.00	\$79,670.00	\$0.00	\$0.00	0.00	\$0.00	\$12,309.36	0	\$12,309.36	46.33%	\$14,261.64	\$1,230.94				
36	60" HP STORM PIPE	LF	90	\$332.00	\$29,880.00	\$0.00	\$0.00	0.00	\$0.00	\$40,560.00	0	\$40,560.00	50.91%	\$39,110.00	\$4,056.00				
37	5.5" X 4.5" AREA INLET	EA	1	\$8,810.00	\$8,810.00	\$0.00	\$0.00	0.00	\$0.00	\$17,740.80	0	\$17,740.80	59.37%	\$12,139.20	\$1,774.08				
38	6" X 6" JUNCTION BOX W/ MANHOLE	EA	1	\$11,950.00	\$11,950.00	\$0.00	\$0.00	0.00	\$0.00	\$2,037.80	0	\$2,037.80	17.05%	\$9,912.20	\$2,037.78				
39	OUTFALL STRUCTURE	EA	1	\$23,000.00	\$23,000.00	\$0.00	\$0.00	0.00	\$0.00	\$1,637.60	0	\$1,637.60	7.12%	\$21,362.40	\$1,637.60				
40	CLASS C RIPRAP	TN	50	\$135.50	\$6,775.00	\$0.00	\$0.00	0.00	\$0.00	\$5,200.00	0	\$5,200.00	100.00%	\$0.00	\$520.00				
41	2" ELECTRICAL CONDUIT (INSTALL ONLY)	LF	1600	\$3.25	\$5,200.00	\$0.00	\$0.00	1,600.00	\$5,200.00	\$0.00	1600	\$5,200.00	100.00%	\$0.00	\$520.00				
42	SEEDING	AC	2.5	\$5,630.00	\$14,075.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0	\$0.00	0.00%	\$14,075.00	\$0.00				
Change Order																			
Contract Total															\$373,986.67	\$342,944.33	18.12%	\$37,042.33	\$37,986.67

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Customer Number 00783-000559	Customer Purchase Order # 23010	Job Name WAYNE PRAIRIE PARK DEVELOPMENT
Placed By MARK	Salesman 015-ERIC EICKMEIER	Type Shipment Stock
	Ship VIA	Date Shipped 10/25/23

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Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
600	FT	1X300 250# IPS P-CORE 4710 SIDR7	600		.8500		.00	510.00	T
960	FT	2X20 PVC SDR21 200PSI GJ D2241 WHITE	0	B	1.9500		.00	.00	T
300	EA	3X20 PVC SDR21 200PSI GJ D2241 WHITE	0	B	3.9500		.00	.00	T
1	EA	780-760WWPP 2" METER PIT	0	B	3,450.0000		.00	.00	T
1	EA	36X2 METER PIT CUSHION	0	B	215.0000		.00	.00	T
1	EA	74M METER PIT FRAME & COVER	0	B	825.0000		.00	.00	T
2	EA	74754-44 2 PVCXFPT STR ADPT NO LEAD	0	B	152.0000		.00	.00	T
1	EA	8010101 2 DI TEE	1		210.0000		.00	210.00	T
1	EA	74701B-33 2 BALL CORP STOP NL NO LEAD	1		400.0000		.00	400.00	T
1	EA	80170 2X2 DI MALE ADAPTER	1		140.0000		.00	140.00	T
1	EA	80166 2 DI CAP	1		165.0000		.00	165.00	T
3	EA	3 DI MJ TRANSITION GASKET	3		5.8500		.00	17.55	T
17	EA	304-2.38X1"CC 2X1CC SS SADDLE	17		84.0000		.00	1,428.00	T
17	EA	74779M-33 1 QUARTER BEND NL NO LED	0	B	64.0000		.00	.00	T
12	EA	60-100-02 2" KNUCKLE RESTRAINT	12		.0000		.00	.00	T

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

1% 10TH, NET 30TH
If Paid By 11/10/23 You May Deduct 28.71
Pay full balance by 11/25/23

Tax Area ID:	Net Sales	2,870.55
NE - 281790410	Freight	.00
State Tax % 5.500	State Tax	157.88
Local Tax % 1.500	Local Tax	43.06
	Invoice Amount	3,071.49

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WAYNE, NE 68787-2114

Customer Number 00783-000559	Customer Purchase Order	Job Name WAYNE PRAIRIE PARK DEVELOPMENT #23010
Placed By MARK	Salesman 015-ERIC EICKMEIER	Type Shipment Stock
	Ship VIA	Date Shipped 10/16/23

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Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	MUELLER A423 24 EXTENSION	0	B	630.0000		.00	.00	N
1	EA	MUELLER A423 36 EXTENSION	0	B	1,110.0000		.00	.00	N
51	EA	921-0004 4 SDR26 HW 45 GJXGJ	0	B	21.5000		.00	.00	N
17	EA	4" D3034 SW HXMIP ADAPTER	0	B	22.0000		.00	.00	N
17	EA	05470 4" SITE SEWER CAP	0	B	114.0000		.00	.00	N
320	FT	60650020IB 60X20 WT/IB PIPE	320		126.7500		.00	40,560.00	N
100	FT	60"X20' HP DWALL STORM WTIB	20	B	168.0000		.00	3,360.00	N
1	EA	2126 CATCH BASIN INLET HD F&G GRATE & FRAME	0	B	2,105.0000		.00	.00	N
1,000	FT	2X500 SDR9 CENFUSE 250#	0	B	1.9500		.00	.00	N
1	EA	MUELLER A423 30 EXTENSION	0	B	850.0000		.00	.00	N
1	EA	MUELLER A423 42 EXTENSION	0	B	1,015.0000		.00	.00	N
100	FT	2X100 SDR9 CENFUSE 250#	0	B	1.9500		.00	.00	N

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

1% 10TH, NET 30TH
If Paid By 11/10/23 You May Deduct 439.20
Pay full balance by 11/25/23

Tax Area ID:	Net Sales	43,920.00
NE - 281790410	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	43,920.00

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 WAYNE, NE 68787-2114

Customer Number 00783-000559	Customer Purchase Order	Job Name WAYNE PRAIRIE PARK DEVELOPMENT
Placed By MARK	Salesman 015-ERIC EICKMEIER	Type Shipment Stock
	Ship VIA	Date Shipped 10/10/23

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
8	EA	1030 RING & COVER PLAIN/SOLID	8		570.0000		.00	4,560.00	N

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

1% 10TH, NET 30TH
 If Paid By 11/10/23 You May Deduct **45.60**
 Pay full balance by 11/25/23

Tax Area ID:	Net Sales	4,560.00
NE - 281790410	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	4,560.00

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Customer Number 00783-000559	Customer Purchase Order # 23010	Job Name WAYNE PRAIRIE PARK DEVELOPMENT
Placed By MARK	Salesman 015-ERIC EICKMEIER	Type Shipment Stock
	Ship VIA	Date Shipped 10/25/23

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	MUELLER A423 24 EXTENSION	0	B	630.0000		.00	.00	T
1	EA	MUELLER A423 36 EXTENSION	0	B	1,110.0000		.00	.00	T
51	EA	921-0004 4 SDR26 HW 45 GJXGJ	51		21.5000		.00	1,096.50	N
17	EA	4" D3034 SW HXMIP ADAPTER	17		22.0000		.00	374.00	N
17	EA	05470 4" SITE SEWER CAP	17		114.0000		.00	1,938.00	N
252	FT	8 STD BLK BEV A53B ERW PIPE	252		34.6800		.00	8,739.36	N
34	EA	8" BLACK BOLLARD SLEEVE	34		105.0000		.00	3,570.00	N
1	EA	2126 CATCH BASIN INLET HD F&G GRATE & FRAME	0	B	2,105.0000		.00	.00	N
1,000	FT	2X500 SDR9 CENFUSE 250#	1,000		1.9500		.00	1,950.00	N
1	EA	MUELLER A423 30 EXTENSION	0	B	850.0000		.00	.00	N
1	EA	MUELLER A423 42 EXTENSION	0	B	1,015.0000		.00	.00	N
100	FT	2X100 SDR9 CENFUSE 250#	100		1.9500		.00	195.00	N
1	EA	AF-41, 60"-11, F FLAP GATE FLAT BACK WALL MOUNT	0	B	12,000.0000		.00	.00	N

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

1% 10TH, NET 30TH
If Paid By 11/10/23 You May Deduct 178.63
Pay full balance by 11/25/23

Tax Area ID:	Net Sales	17,862.86
NE - 281790410	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	17,862.86

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 WAYNE, NE 68787-2114

Customer Number 00783-000559	Customer Purchase Order	Job Name WAYNE PRAIRIE PARK DEVELOPMENT
Placed By MARK	Salesman 015-ERIC EICKMEIER	Type Shipment Stock
	Ship VIA	Date Shipped 10/19/23

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
80	FT	60"X20' HP DWALL STORM WTIB	80		168.0000		.00	13,440.00	T

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.
 1% 10TH, NET 30TH
If Paid By 11/10/23 You May Deduct 134.40
 Pay full balance by 11/25/23

Tax Area ID:	Net Sales	13,440.00
NE -281790410	Freight	.00
State Tax % 5.500	State Tax	739.20
Local Tax % 1.500	Local Tax	201.60
	Invoice Amount	14,380.80

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T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

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410 FAIRGROUNDS AVE
WAYNE, NE 68787-2114

Customer Number 00783-000559	Customer Purchase Order # # 23010	Job Name WAYNE 6" TAP CHANGE
Placed By MARK	Salesman 015-ERIC EICKMEIER	Type Shipment Stock
	Ship VIA	Date Shipped 10/25/23

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	SST-7.12X6 DI FLG TAP SLV 6.82 - 7.12OD X 6" FLG	1		800.0000		.00	800.00	T
1	EA	6-8 150# SS BOLT & NUT SET	1		38.0000		.00	38.00	T
1	EA	7572 6 MJXFL RS GATE VALVE OL NDZ STEM	1		1,015.0000		.00	1,015.00	T
1	EA	664-S SCREW TYPE VALVE BOX W/ WATER LID	1		155.0000		.00	155.00	T
1	EA	6" LIVE MAIN TAP SERVICE	0	B	700.0000		.00	.00	T
1	EA	8X6 MJXMJ RED C153 CL-TC IMP	1		146.0000		.00	146.00	T
2	EA	MGP6 6 MJ GSKT/T-BOLT PK	2		24.9600		.00	49.92	T
1	EA	MGP8 8 MJ GSKT/T-BOLT PK	1		28.0700		.00	28.07	T
1	EA	8 MJ DI GLAND	1		20.4600		.00	20.46	T
2	EA	6 MJ DI GLAND	2		15.8400		.00	31.68	T

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

1% 10TH, NET 30TH
If Paid By 11/10/23 You May Deduct 22.84
Pay full balance by 11/25/23

Tax Area ID:	Net Sales	2,284.13
NE - 281790410	Freight	.00
State Tax % 5.500	State Tax	125.63
Local Tax % 1.500	Local Tax	34.26
	Invoice Amount	2,444.02

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T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

RESOLUTION NO. 2023-81

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #5 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE “WAYNE PRAIRIE PARK DEVELOPMENT PROJECT” – WATER, SANITARY AND STORM OUTFALL DESIGN.

WHEREAS, the Wayne City Council previously approved/appointed Olsson as the special engineer on the “Wayne Prairie Park Development Project” on May 3, 2022, for \$28,650.00; and

WHEREAS, the Wayne City Council previously approved Letter Agreement Amendment #1 on the “Wayne Prairie Park Development Project” on August 16, 2022, for an additional \$33,950; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #2 on the “Wayne Prairie Park Development Project” on February 21, 2023, for an additional \$45,000; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #3 on the “Wayne Prairie Park Development Project” on February 21, 2023, for an additional lump sum of \$64,450; and

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

WHEREAS, said original Letter Agreement has now been amended (Letter Agreement Amendment #5) to include additional design services for the “Wayne Prairie Park Development Project” performed by Olsson for an additional fee of \$80,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Letter Agreement Amendment #5 is hereby approved and made a part of the original Letter Agreement previously entered into with Olsson on May 3, 2022, for the “Wayne Prairie Park Development Project.”

PASSED AND APPROVED this 21st day of November, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



LETTER AGREEMENT AMENDMENT #5

Date: November 17, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated May 2, 2022, between City of Wayne ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Southeast Area of the City near Existing Baseball Fields, Wayne, Nebraska

Project Description: Construction Services for Prairie Park Utilities & Lake Amenities

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Construction Services

Construction Administration/Observation

The following Construction Services are anticipated for this project

1. Respond to Contractor Request for Information (RFI's)
2. Review Shop Drawings and other Submittals pertaining to this project.
3. Construction Staking.
4. Construction Observation/Inspections.
5. Review and Certify Contractor Pay Requests.
6. Attend Two (2) final walk-through/inspection meeting.
7. Complete Record Drawings

Project Exclusions:

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

- Design Services
- Additional Reports or Studies
- Legal Survey Services (ALTA, Boundary, Easements, etc.)
- Permit Fees

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: November 2023
Anticipated Completion Date: December 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule (below) and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to the agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

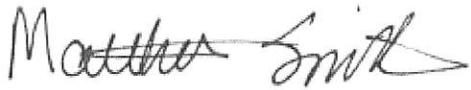
Olsson's Scope of Services for these additional services will be provided on a time-and-expense basis not to exceed \$80,000.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By 
Matthew Smith, PE

By 
Taylor Kube, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF WAYNE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

- Attachments:
2023 Billing Rate Schedule
2023 Reimbursable Expense Schedule

Olsson Billing Rate Schedule
2023 Labor Rates

<u>Description</u>	<u>Billing Rate</u>
Team Leader	\$180.00
Technical Manager	\$150.00
Project Engineer	\$150.00
Associate Engineer	\$135.00
Assistant Engineer	\$115.00
Technician	\$95.00
Associate Surveyor	\$90.00
Assistant Surveyor	\$80.00
Administrative/Clerical	\$75.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

NOTICE OF 2nd PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT 21-HO-35041

NOTICE IS HEREBY GIVEN that on November 21, 2023, at 5:30 PM in the City Council Chambers, the City of Wayne will hold a 2nd public hearing concerning an application to the Department of Economic Development for Community Development Block Grant (CDBG) 21-HO-35041. This grant is available to local governments for community and economic development activities.

The City of Wayne was awarded \$315,000 of CDBG funds to provide housing rehabilitation to low-to-moderate income households at or below 80% of the area median income, of which \$250,000 was to be utilized for the rehabilitation of ten units; \$30,000 for housing administration; \$15,000 for lead testing; and \$20,000 for general administration of the grant. No local matching funds were required by the City. No owner/occupied housing rehabilitation projects have been completed expending no project costs due to the lack of income-qualified applicants. **Approximately \$250,000 of project costs, \$19,720 in housing administration, \$8,859 in general administration, and \$15,000 in lead hazard testing will be de-obligated at the end of the grant due to the lack of projects.** No persons were displaced as a result of the housing activities.

All interested parties are invited to attend this public hearing, at which time you will have an opportunity to be heard regarding the grant. Written testimony will also be accepted at the public hearing scheduled for 5:30 PM, November 21, 2023, at the Wayne City Council Chambers located at 306 Pearl Street, Wayne, Nebraska 68787. Written comments addressed to Betty A. McGuire, City Clerk, at PO Box 8, Wayne, Nebraska 68787 will be accepted if received on or before November 21, 2023.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Betty A. McGuire, City Clerk, at PO Box 8, 306 Pearl Street, Wayne, Nebraska 68787 or at (402) 375-1733 no later than November 15, 2023. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a five-day notice is received by the City of Wayne.

To be Published 1 time

Send bill and proof of publication to:

City of Wayne
City Clerk
PO Box 8
Wayne, NE 68787

Send 2nd proof of publication to:

Mandy Gear, Housing Loan
Specialist
NENEDD
111 South 1st Street
Norfolk, NE 68701

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 72
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby agree that Maintenance Agreement No. 72 described above be renewed for the period January 1, 2024 to December 31, 2024.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022 with Attachments A, B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of Wayne

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

State of Nebraska

DEPARTMENT OF TRANSPORTATION

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY

Municipal extensions and connecting links

(Streets Designated Part of the State Highway System excluding Freeways)

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 39-2105			
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City & Village
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City & Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City & Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121				
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City & Village
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne

Date: 1/1/24

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.35 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

$$2.35 \text{ lane miles} \times \$2,100.00 \text{ per lane mile} = \$4,935.00.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \quad \text{per lane mile} = \$$$

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to N. City Limits	15	163.84	166.07	2.23	2	4.46	4.46	0.00
W. City Limits to City Limits E of Centennial Rd.	35	28.68	30.77	2.09	3	6.27	4.18	2.09
City Limits at Industrial Drive to E. City Limits	35	31.04	31.30	0.26	3	0.78	0.52	0.26
	35	31.30	31.68	0.38	2	0.76	0.76	0.00
Total Lane Miles				4.96		12.27	9.92	2.35

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 72 QE 2211 Supp 1
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kevin G. Domogalla, Department of Transportation, Norfolk, Nebraska.

ATTEST: _____ day of _____, 2024.

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne

Date: 1/1/23

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.35 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

2.35 lane miles x \$2,100.00 per lane mile = \$4,935.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

QE2211

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to N. City Limits	15	163.84	166.07	2.23	2	4.46	4.46	0.00
W. City Limits to City Limits E of Centennial Rd.	35	28.68	30.77	2.09	3	6.27	4.18	2.09
City Limits at Industrial Drive to E. City Limits	35	31.04	31.30	0.26	3	0.78	0.52	0.26
	35	31.30	31.68	0.38	2	0.76	0.76	0.00
Total Lane Miles				4.96		12.27	9.92	2.35

QE 2211
SI

ORDINANCE NO. 2023-31

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF A 1681.90 SQUARE FOOT EASEMENT LOCATED IN LOT 1, JORGENSEN SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. The City of Wayne, Nebraska, has received a request to release a portion of a utility easement located in Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska, more legally described as follows:

Commencing at a point on the South line of Lot 4 of the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, said point being on the boundary line of Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska; thence N 59°07'36" E on said boundary line, 47.32 feet to the Southeast corner of said Lot 4; thence N 59°07'48" E on the North Right-of-Way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed) and the North line of a Permanent Utility Easement as shown and recorded on said Jorgensen Subdivision, 171.08 feet to the Point of Beginning; thence N 59°07'48" E on said North line, 56.77 feet; thence S 02°22'27" E, 33.99 feet; thence S 59°37'33" W, 56.51 feet; thence N 02°22'27" W, 33.43 feet to the Point of Beginning, containing 1681.90 square feet, more or less.

Section 2. The City hereby releases and abandons said 1681.90 square foot utility easement located in Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska.

Section 3. This Ordinance shall be in full force and effect, from and after its passage, approval and publication, as provided by law.

PASSED AND APPROVED this 19th day July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

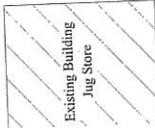
City Clerk

Highway #35

426.50' C&R (JSR)
426.51' R (CAS)
S 87°39'13" W

Dedicated as
Hillside Drive

Lot 1
Jorgensen Subdivision



Lot 4
Replat of McCright's
First Subdivision

59.36' C&R (JSR)
59.35' R (CAS)
N 02°10'56" W

172.88' C&R (JSR)
172.92' R (CAS)
S 02°08'05" E

Point of Beginning

33.99' M
S 02°22'27" E
36.51' M
N 59°47'48" W
1681.90 Sq. Ft. ±
33.43' M
N 02°22'27" W

10.00'
10.00'

171.08' C
N 50°07'48" E

30.69' M
E 94°27'45" N

153.58' C&R (CAS)
N 82°17'57" W

123.85' C
N 59°08'48" E

CL-SAN-MH

Point of Commencement

47.52' C&R (JSR)
N 39°07'36" E

Lot 24
Benscoter Addition
Planned Replat 2
Unit Development



Drawn By: AMP
Date: November 16, 2023
Project Number: S-090-513
Scale: 1" = 40'



LEGEND

- Property Corner Found
- Calculated Point
- M Measured Distance
- C Calculated Distance
- R Recorded Distance

This survey was prepared at the request of Ken Jorgensen, Wayne, Nebraska.

LEGAL DESCRIPTION

Commencing at a point on the South line of Lot 4 of the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, said point being on the boundary line of Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska, thence N 59°07'36" E on said boundary line, 47.52 feet to the Southeast corner of said Lot 4, thence N 59°07'48" E on the North Right-of-Way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed) and the North line of a Permanent Utility Easement as shown and recorded on said Jorgensen Subdivision, 171.08 feet to the Point of Beginning, thence N 59°07'48" E on said North line, 56.77 feet; thence S 02°22'27" E, 33.99 feet; thence S 59°47'33" W, 56.51 feet; thence N 02°22'27" W, 33.43 feet to the Point of Beginning, containing 1681.90 square feet, more or less.



Civil Engineers • Surveyors
West Point, NE 68788
Phone: (402) 372-9923

November 8, 2023

Subject: Opposition to the Proposed Relocation of Our Senior Center

Dear Members of the City Council,

We are writing to you today to express deep concern and opposition regarding the proposal to relocate the Wayne Senior Center from its current location at 410 Pearl Street to a new site. We want to thank Wes Blacke Wayne City Administrator, for taking his time to listen to our concerns. We understand that the plans for a move are not finalized, and we want to express our opposition to a move.

We strongly urge the City Council to consider the adverse impact this move could have on our elderly citizens. We are ready to discuss alternatives that can meet the city's development needs without compromising the wellbeing of its senior citizens.

We express profound opposition to this move.

Jerry Sharpe
 Bill Sharpe
 Joan Rapp
 Ardye Mayberry
 Kathy Johnson
 Donna Jacobsen
 Yvonne Manning
 Erlene Robinson
 Verna Mae Bauer
 Jeannine Anderson
 Joyce Lundahl
 Earl Lundahl
 Lela Splittgerber
 Shyllis Rahn
 Charles Maier
 Ruth Gross Maier
 Julie Reeg
 Paul Bierman
 Brian Bierman
 Janella Eaton

Jim Maier
 Max Brummood
 Gerald Otte
 Erik Ellenbecker
 Leslie Schulz
 Pat Reeg
 Alan Behler
 Bob Behler
 Joe Zander
 Anaka Brusch
~~Wanda~~
~~Wanda~~
 Carl Robert
 LeRoy Robert
 Maddie Brudigan
 Beverly Hansen
 Hazel Brum
 Susk Boust
 Tony Ganche
 Mary Ganche
 Ruth Victor

Sign on back →

Betty Wilson

Oran Reeg

Chyllis Kahr

Jeanine Anderson

Dan Camuff

Janet Reeg

Barbara Greve

Janis Myers

Cynthia Jorgensen

Kathleen Johs

Bea Kinsler

Doris Auldland

Bob Daughtry

Ken Wreath

Gordon Kronberg

Barb Heier

Bonnie Huest

Hilbert Johs

Mike Huest

Sonja Lundin

Arlene Bennett

Janette Swanson

Doris Daniels

Sherry Hease

Jan Samble

Sharon Fleer

Dulcen Lutt

Jandra Wreath

Carolyn Sherry

Arta B. Fiebert

Marilyn Otte

Letters

Concerned about the plan

Dear Editor,

I write this with mixed feelings. Recently Wes Blecke, city administrator, and Mark Lenihan, school superintendent, spoke to the community about future plans for the Senior Center, Library and Recreation Center.

Wes shared with the Senior center members that a card center has been purchased by the city which is in the north east part of Wayne with the plan to move the Senior Center and Recreation Center there. The library would then expand into the Senior Center.

Mark Lenihan shared his vision with the community for the school to buy the Rec Center for gym space at an estimated cost of 3 million dollars.

I realize that the city finances the Senior Center, Library, and Rec Center. The Senior Center however, does contribute to the city from meals served daily. The average number of meals served are 70. We are blessed indeed and proud that the city is seeing to the community needs.

The last couple years both the Recreation Center and Senior Center have made some major improvements. Do know this is appreciated.

The Senior Center and Library

were built in the middle of Wayne for a good reason. They complement each other. Seniors and youth are close to library. The Senior Center gets people from other communities and they shop downtown as well. It was built with funds from Dr Benthack, Peter Kewit Foundation and many local friends only 25+ years ago. Could it be grandfathered in?

I sympathize with the school as far as gym space but maybe using the space where the old Elementary School was could be explored. As for the library, they could expand north. The Senior Center is thriving and strong. The Rec Center is close to schools. Moving it to NE corner of Wayne would make no sense. As for the purchase of the card center, it is near the industrial park. Why is the city in real-estate business? I should think we need tax revenue as well.

We, as citizens, need to let our city council know our thoughts. I am only one person. Your city council representatives are Mayor Cale Giese, Clayton Bratcher, Jason Karsky, Jill Broderson, Nick Muir, Terri Buck, Brent Pick, Matt Eischeid and Brittany Webber.

A concerned citizen of
Wayne America,
Phyllis Rahn