

(Amended: 10/16/17)

**AGENDA
CITY COUNCIL MEETING
October 17, 2017**

1. Approval of Minutes – October 3, 2017

2. Approval of Claims

The City Council will be hearing public comments on the following agenda items: _____

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the Council Chambers.

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

3. Action on a request to build two park benches north of the main entrance at the Library as a memorial for Donna Liska for an Eagle Scout Project and requesting city bricks and gravel for said project — Nolan Kruse
4. Action on the request of Eric Frye, representing the Sharp Shooters 4-H Club, to be able to conduct archery practice within the corporate limits of Wayne (Eagle's Club basement on Sunday afternoons from October 2017 – April 2018)
5. Action on the appointment of Nick Hochstein to the Planning Commission
6. Action on the appointment of Jason Schulz to the Planning Commission
7. Action on the Wayne Volunteer Fire Department Membership Application for Montana Hill — Phil Monahan, Fire Chief
8. Action on the Wayne Volunteer Fire Department Membership Application for Wayne Briner — Phil Monahan, Fire Chief
9. Action on the Wayne Volunteer Fire Department Cadet Membership Application for Avianna Jones–Doring — Phil Monahan, Fire Chief
10. Resolution 2017-89: Acknowledging Nebraska Department of Roads Requirements for the Temporary Use of the State Highway System for Special Events — Christmas on Main Celebration/Annual Parade of Lights on Thursday, November 16th
11. Action on the request of Wayne Area Economic Development to prohibit parking on Main Street in the 200 block of Main Street from 5:30 p.m. until 8:00 p.m. for the Christmas on Main Celebration/Annual Parade of Lights Event to be held on Thursday, November 16th

12. [Resolution 2017-85: Accepting Bid and Awarding Contract on the purchase of an LED Message Center Sign for the Wayne Community Activity Center](#)

13. [Resolution 2017-90: Approving Southview II Subdivision Agreement](#)

Background: The attached Southview II Subdivision Agreement outlines the conditions to be agreed upon between the City and the developers (Brendon L. Pick and Battle Creek Farmers Cooperator, Nonstock) of the Southview II Subdivision.

14. [Update and review regarding the bid received on the Wayne Country Club Clubhouse Addition and Remodel Project](#)

Background: One bid was received on this project. Rusty Parker, representing the Committee, will be present to update you on the project and review the lone bid received from OCC Builders, LLC. The bid is included in this packet showing the price of the base bid, as well as Alternates 1-4.

15. [Resolution 2017-91: Accepting/Rejecting Bid on the “Wayne Country Club Clubhouse Addition and Remodel Project”](#)

16. [Resolution 2017-92: Approving Amendments to the Wayne Community Development Block Grant Revolving Loan Fund Guidelines \(CDBG RLF\)](#)

Background: The City has guidelines for its CDBG WLF which were approved in 2012 and then amended in 2016. The Nebraska Department of Economic Development is recommending that some minor changes be made to update these guidelines to allow as much flexibility as possible with the CDBG rules. One of the changes is to allow the RLF program be made available to every business within the City of Wayne, including the zoning jurisdiction and businesses outside the zoning jurisdiction that primarily benefit the City of Wayne.

Recommendation: Staff recommendation is to approve the amendments to the CDBG RLF guidelines.

17. [Resolution 2017-93: Approving Municipality Agreement between the City of Wayne and the State of Nebraska, Department of Roads, relating to the “Wayne Area Event Center – Access to Highway N-15 Project”](#)

18. [Ordinance 2017-31: Amending Sec. 34.01 Airport Authority \(D\) regarding vacancies \(Second Reading\)](#)

19. [Ordinance 2017-32: Approving Amendment No. 1 to the Power Purchase Agreement between the City of Wayne, Nebraska, and Cottonwood Wind Project, LLC \(Second Reading\)](#)

Recommendation: Staff recommendation is to approve the second reading and then waive the third and final reading. NextEra is expecting the site to be energized and

producing commercial energy shortly. They would like to have the amendment formalized to ensure that the dates match up and that the billing is straight-forward.

20. [Action on an Easement granted to the City by Wayne County in connection with the construction, operation, maintenance, repair and inspection of a water line, as well as for the installation, construction, maintenance, repair, and inspection of a culvert and enclosed storm sewer \(East side of the centerline of Centennial Road form the south line of Chief's Way going south 232 feet\)](#)

Background: The County has completed its South Centennial Road/Chief's Way paving project. For drainage purposes and road alignment, the ROW straight west of Otte Construction was dug deeper by the County. The City has a water main in this ROW. After this project, the City's water main is left too shallow with fear of freezing in the winter. The City's options were to lower our water main or to fill the ditch back, including a storm water system. Staff discussed these options and feel that the storm water alternative was better than lowering the water main.

Recommendation: Staff recommendation is to approve the easement with the County.

21. [Action on Contractor's Application for Payment No. 1 for the "Beaumont First Addition Water & Sewer Extension Project" in the amount of \\$99,282.09 to Penro Construction, Inc.](#)

Background: This is for work completed in accordance with our contract and approved for payment by the project engineer.

22. [Action on Contractor's Application for Payment No. 2 for the "4th Street Paving Project" in the amount of \\$229,643.37 to A & R Construction](#)

Background: This is for work completed in accordance with our contract and approved for payment by the project engineer.

23. [Action on Change Order No. 1 for the "Logan Creek Bank Stabilization, 2017 Project" which is an increase of \\$5,751.69 to Robert Woehler & Sons Construction, Inc.](#)

Background: This is the final project closeout change order, zeroing out quantities used during the construction of the erosion control project on Logan Creek just east of the bridge on Highway 15 on the south edge of town. The original contract price was \$76,225.44, bringing the total now up to \$81,977.13.

24. [Action on Contractor's Application for Payment No. 1 – Final for the "Logan Creek Bank Stabilization, 2017 Project" in the amount of \\$81,977.13 to Robert Woehler & Sons Construction, Inc.](#)

Background: This is for work completed in accordance with our contract and approved for payment by the project engineer.

25. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
October 3, 2017**

The Wayne City Council met in regular session at City Hall on Tuesday, October 3, 2017, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Terri Buck, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Jason Karsky.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on September 21, 2017, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meeting of September 19, 2017, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky 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: A & R CONSTRUCTION, SE, 52531.65; APPEARA, SE, 46.76; APPEARA, SE, 48.05; ARC-HEALTH & SAFETY, SE, 27.00; BILL LOCKE CONSTRUCTION, SE, 5560.00; BLACK HILLS ENERGY, SE, 309.02; BOMGAARS, SU, 2159.39; BSN SPORTS, SU, 223.90; CARROLL DISTRIBUTING, SU, 681.02; CENTURYLINK, SE, 416.59; CITY EMPLOYEE, RE, 237.66; CITY EMPLOYEE, RE, 82.89; CITY EMPLOYEE, RE, 8.54; CITY EMPLOYEE, RE, 74.93; CITY EMPLOYEE, RE, 23.30; CITY OF WAYNE, PY, 74296.89; CLAUSSEN, HEATHER, SE, 300.00; COMMUNITY HEALTH, RE, 3.00; CONTINENTAL FIRE SPRINKLER, SE, 215.00; CUMMINS CENTRAL POWER, SE, 908.60; DANKO EMERGENCY EQUIPMENT, SU, 5.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 2177.07; DEB BRODERS, RE, 150.00; DEMCO, SU, 161.12; DUTTON-LAINSON, SU, 191.54; EAKES OFFICE, SE, 1784.16; ECHO GROUP, SU, 258.35; ED M. FELD EQUIPMENT, SU, 478.25; FAITH REGIONAL PHYSICIAN SERV, SE, 30.00; FIVE STAR ENTERPRISES, SU, 15.57;

FLOOR MAINTENANCE, SU, 347.76; FLOOR MAINTENANCE, SU, 230.00; GERHOLD CONCRETE, SU, 7322.40; GROSSENBURG IMPLEMENT, SU, 2.07; HILAND DAIRY, SE, 128.77; HILAND DAIRY, SE, 57.09; ICMA, SE, 9505.52; INTOXIMETERS, SU, 2747.50; JEO CONSULTING GROUP, SE, 1558.75; JOHN'S WELDING AND TOOL, SE, 249.22; KARIAN PETERSON POWER LINE CONTRACTING, SE, 55153.25; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KRIZ-DAVIS, SU, 391.43; KRUSE, LANCE, RE, 186.87; KTCH, SE, 88.00; LAQUINTA INNS & SUITES, SE, 659.70; LAUREL RECREATION, FE, 150.00; MAIN STREET AUTO CARE, SE, 936.39; METERING & TECHNOLOGY SOLUTIONS, SU, 2911.44; MOTOROLA SOLUTIONS, SU, 179302.00; NAPA OF WAYNE, SU, 237.36; NPPD, SE, 381690.37; NICK MUIR, RE, 250.00; NLA, FE, 255.00; NLA, FE, 170.00; NLA, RE, -255.00; NNEDD, SE, 12579.81; NORTHEAST POWER, SE, 12842.38; OLSSON ASSOCIATES, SE, 445.25; QUALITY 1 GRAPHIC, SU, 60.00; RESCO, SU, 816.48; SKARSHAUG TESTING LAB, SE, 203.38; STADIUM SPORTING GOODS, SU, 12.00; STAPLES ADVANTAGE, SU, 35.31; STATE NEBRASKA BANK, RE, 100.00; TITAN MACHINERY, SU, 283.84; ULINE, SU, 201.49; UNITED WAY, RE, 5.00; US BANK, SU, 3630.27; US FOODSERVICE, SE, 553.47; VAKOC CONSTRUCT, SE, 1008.99; VIAERO, SE, 110.39; WAYNE COMMUNITY SCHOOLS, FE, 200.00; WESCO, SU, 693.36; WISNER WEST, SU, 72.95; WRIEDT PROPERTIES, RE, 100.00; AMERITAS, SE, 56.54; AMERITAS, SE, 2382.30; AMERITAS, SE, 84.44; AMERITAS, SE, 72.00; APPEARA, SE, 60.65; CARHART LUMBER, SU, 750.27; CITY EMPLOYEE, RE, 161.94; CLARITUS, SU, 62.54; CONTINENTAL FIRE SPRINKLER CO, SE, 489.00; ED M. FELD EQUIPMENT CO, SE, 162.00; GERHOLD CONCRETE, SU, 1900.00; GRIES, KYLIE, RE, -41.56; HOLLAND, CURTIS, RE, -10.51; IBRAHIM, ABU, RE, 44.50; IRS, TX, 10461.24; IRS, TX, 2850.38; IRS, TX, 12187.76; KAUP SEED & FERTILIZER, SU, 16.25; KRIZ-DAVIS, SU, 802.50; KRUSE, LANCE, RE, -186.87; KUCHTA, KODY, RE, -91.27; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 987.00; LIENEMANN, LAUREN, RE, -4.05; MICHAEL DAEHNKE, RE, 100.00; MIDWEST SERVICE & SALES, SU, 9718.50; MORUA, PRESLEY, RE, -123.04; NAPA OF WAYNE, SU, -237.36; NE DEPT OF REVENUE, TX, 3481.92; NICK HOCHSTEIN, RE, 100.00; SCHULTZ, STEVEN, RE, -25.20; STAPLES ADVANTAGE, SU, 284.47; STATE NEBRASKA BANK-PETTY CASH, RE, 140.77; STATE NEBRASKA BANK-PETTY CASH, RE, 275.30; THE RADAR SHOP, SU, 450.00; TITAN MACHINERY, SU, -283.84; WAYNE COMMUNITY SCHOOLS, RE, 3793.00; BLUE CROSS BLUE SHIELD, SE, 36414.87; DEARBORN NATIONAL LIFE, SE, 89.44; ENGINEERED CONTROLS, SE, 2098.00; MILLER LAW, SE, 5256.57; NORTHEAST NE INS AGENCY, SE, 73178.00; WAED, SE, 7535.83

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

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

Mayor Chamberlain requested Council consideration to the appointment of Michelle Harder as Finance Director. She will begin duties on November 1, 2017. Nancy Braden, the current Finance Director, will resign on December 31, 2017.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving the appointment of Michelle Harder as Finance Director. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Alice Johnson, Lee Larsen, and Pat Jenkins Rohde, members of the Wayne Area Association of Retired School Personnel, presented the city with a facsimile check in the amount of \$81,544.92, which represents the amount of money that their volunteer hours would be worth to the Wayne community/area (3,378 hrs. @ \$24/hr.), according to the National Bureau of Vital Statistics.

Mayor Chamberlain stated the time was at hand for the public hearing on the application for a Retail Class C (Beer, Wine, Distilled Spirits, On and Off Sale) Liquor License for Jerrae and David Braun, d/b/a "Udder Delights" located at 209 E. 7th Street.

Jerrae and David Braun were present to answer questions. They want to sell alcohol infused ice cream, in addition to some beer.

Marlen Chinn, Police Chief, advised the Council that the Liquor Commission has removed any fencing height requirements, as far as it being a state regulation, and placed that burden upon the local governing bodies. The Council will need to decide if the 2-ft wall around the fire pit outside is enough of a barrier, because a barrier is required for any outside area that is licensed. The outside area was the only concern he had.

Councilmember Eischeid stated there is somewhat of a barrier there, and he would assume that the Brauns know the regulations and the laws. The people that work there need to know that there are regulations you need to adhere to, and if there are violations, or if the City gets called because people are out in the alley, the license could be changed to inside only.

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

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

Councilmember Giese introduced Resolution No. 2017-84 and moved for its approval;
Councilmember Brodersen seconded.

RESOLUTION NO. 2017-84

A RESOLUTION APPROVING APPLICATION FOR RETAIL CLASS C LIQUOR LICENSE — JERRAE AND DAVID BRAUN, D/B/A “UDDER DELIGHTS.”

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

Bryce Meyer, Recreation Director, reviewed the four bids he received on the LED message center sign for the Community Activity Center. The Recreation-Leisure Services Commission met and are recommending, as well as Mr. Meyer, that the bid be awarded to Tri-City for \$21,201. The Tri-City sign was color. They did not give a quote for monochrome. \$20,000 was budgeted for this purchase. The additional cost could come out of the construction fund for the Community Activity Center.

Council had concerns that the bids could not be compared “apples to apples.”

After a lengthy discussion, Councilmember Giese made a motion to table action on Resolution 2017-85 until Mr. Meyer could gather more information for the Council (warranty information, color vs. non-color, etc.); Councilmember Brodersen seconded. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

The following Resolution would approve a “Facility Use Agreement” with the American Red Cross for use of the City Auditorium and the Community Activity Center during times of a disaster.

Councilmember Brodersen introduced Resolution No. 2017-86 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2017-86

A RESOLUTION APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF WAYNE AND THE AMERICAN NATIONAL RED CROSS

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

The following two Resolutions would direct the City Clerk to file a lien against 616 Sherman Street and 120 W. 9th Street for the cost of work hired by the City to abate violations of City Code after proper notices were given to the property owner.

Councilmember Eischeid introduced Resolution No. 2017-87 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2017-87

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON TAX LOT 74, PT N1/2NE1/4, WAYNE TRACTS 13-26-3, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 616 SHERMAN STREET, WAYNE, NEBRASKA.

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

Councilmember Eischeid introduced Resolution No. 2017-88 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2017-88

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON THE WEST 80' OF THE SOUTH 100' OF LOT 3, BLOCK 1, BRITTON & BRESSLER'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 120 W. 9th STREET, WAYNE, NEBRASKA.

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

The following ordinance will bring Section 34.01 (D) of the Wayne Municipal Code in line with State Statutes. Those changes are as follows:

§ 34.01 AIRPORT AUTHORITY.

(D) Any vacancy on ~~such the~~ Board, ~~resulting other than from expiration of a term of office,~~ shall be filled by ~~temporary~~ appointment by the Mayor, with the approval of the Council, ~~until a successor can be elected at the next general city election,~~ to serve the unexpired portion, ~~if any,~~ of the term. A member of ~~such the~~ Board may be removed from office for incompetence, neglect of duty or malfeasance in office. An action for the removal of such officer may be brought, upon resolution of the Council, in the District Court of the county ~~in which such city is located.~~

Councilmember Giese introduced Ordinance 2017-31, and moved for approval thereof; Councilmember Buck seconded.

ORDINANCE NO. 2017-31

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 34 CITY ORGANIZATIONS, SECTION 34.01 AIRPORT AUTHORITY, SUBSECTION (D); TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

The following Ordinance would approve Amendment No. 1 to the Power Purchase Agreement between the City of Wayne and Cottonwood Wind Project, LLC. Due to an engineering modification, NextEra is changing Northeast/Wayne's turbine string to 17.08 MW (from 17.38 MW). This will not affect Wayne's 2.38 MW, but it does affect the proportions of the string allocated to each entity, which is the reason for the amendment. Bernie Cevera with Guernsey, consultant for the City, has reviewed the agreement and recommends approving the same.

Councilmember Giese introduced Ordinance 2017-32, and moved for approval thereof; Councilmember Greve seconded.

ORDINANCE NO. 2017-32

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE POWER PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND COTTONWOOD WIND PROJECT, LLC.

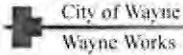
Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

DGR Engineering presented Pay Estimate No. 3 for the "West Inner and East Inner Conversion Electric Distribution Project" for \$19,444.37 to Karian Peterson Powerline Contracting, LLC. They have found the work to date completed in accordance with the plans and specifications, and recommend approval of the same.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, approving Pay Estimate No. 3 for \$19,444.37 to Karian Peterson Powerline Contracting, LLC for the "West Inner and East Inner Conversion Electric Distribution Project." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

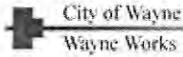
Since no one was present regarding Agenda Item No. 14, Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to table action on the request of Nolan Kruse to build two park benches north of the main entrance at the Library as a memorial for Donna Liska for an Eagle Scout Project and requesting city bricks and gravel for said project until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:23 p.m.



Vendor	Payable Description	Payment Total
FISCAL YEAR 2016-2017		
ADVANCED CONSULTING ENGINEERING SERVICES	2ND STREET STORM SEWER	8,000.00
ALTEC INDUSTRIES, INC.	CIRCULAR SAW	283.14
ARNIE'S FORD INC	VEHICLE REPAIR-CHECK ENGINE LIGHT	248.86
BAKER & TAYLOR BOOKS	BOOKS	311.61
BIG RIG TRUCK ACCESSORIES	CHEVY DUMP TRUCK BODY BOX	9,056.00
BOMGAARS	OIL/ANTIFREEZE/TARP/SWITCH KIT/OVERALLS ETC	1,138.13
CARHART LUMBER COMPANY	PVC CEMENT/FASTENERS	8.65
CARROLL DISTRIBUTING	CHALK LINE	16.60
CERTIFIED TESTING SERVICES INC	E 4TH ST/RUGBY RD	1,170.00
COPY WRITE PUBLISHING	ENVELOPES/LETTERHEAD/PAPER/SHIPPING CHARGES	516.36
CRESCENT ELECTRIC SUPPLY CO	FUSE HOLDERS/ELECTRIC COATING	1,136.71
CUMMINS CENTRAL POWER, LLC	GENERATOR INSPECTIONS	669.65
DANKO EMERGENCY EQUIPMENT	LED SCENE LIGHT	3,844.48
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	146.00
EASYPERMIT POSTAGE	POSTAGE	1,792.22
ECHO GROUP INC JESCO	TURN LOCK CONNECTORS/ELECTRIC PLUGS	193.02
ED M. FELD EQUIPMENT CO INC	THERMAL VISION MASKS	2,700.00
FIRST CONCORD GROUP LLC	FLEX FEES	4,038.07
FREDRICKSON OIL CO	TIRE	122.40
GERHOLD CONCRETE CO INC.	CONCRETE-CAC DRIVE/5TH ST	2,562.50
GROSSENBURG IMPLEMENT INC	EYE BOLT	17.64
HAUFF MID-AMERICAN SPORTS	MOUTHGUARDS	25.00
HP INC.	LIBRARY LAPTOP	1,068.00
HTM SALES INC	LIFTSTATION SCADA RADIO	1,419.58
INGRAM LIBRARY SERVICES	BOOKS	360.24
INTERSTATE ALL BATTERY	LIFT STATION BATTERY	74.20
JOHN'S WELDING AND TOOL LLC	SUPPLY TANK ELBOW REPAIR/WELD BOILER FLANGE	231.51
JWC ENVIRONMENT	DRUM SCREEN MESH PANELS/AXLE	28,575.68
KRIZ-DAVIS COMPANY	GROUND WIRE/SURGE ARRESTER	269.59
KTCH AM/FM RADIO	RADIO ADS	1,194.00
LUTT OIL	GASOLINE	4,054.77
MARCO INC	COPIER LEASE	126.36
MARRIOTT HOTELS	LODGING-LEAGUE CONFERENCE	545.00
MATHESON-LINWELD	OXYGEN TANKS	39.00
MCLAURY ENGINEERING, INC	E 4 TH ST /NEBRASKA ST PAVING/BANK STABILIZATION	59,838.27
	EVENT CENTER	
METERING & TECHNOLOGY SOLUTIONS	AMI METERS	1,058.08
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	946.50
NAPA OF WAYNE	BATTERIES	232.89
NORTHEAST NE ECONOMIC DEV DIST	HOUSING 14-CIS-006 MAY-AUG 17 SERVICES	1,680.00
NORTHEAST POWER	ELECTRICITY/RATE DISPUTE	5,317.46

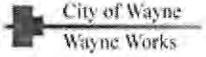
Vendor	Payable Description	Payment Total
OMAHA TRUCK CENTER	DOT INSPECTIONS/ELECTRIC REPAIRS/FILTERS	529.60
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	103.47
PAC N SAVE	CHAMBER COFFEE/SAFETY MEETING	156.68
PAC N SAVE	SENIOR CENTER MEALS	45.35
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	160.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	93.60
QUALITY 1 GRAPHIC	CAC ENTRY DOOR DECALS	120.00
QUALITY FOOD CENTER	DISTILLED WATER/COFFEE	17.96
QUALITY FOOD CENTER	SENIOR CENTER MEALS	833.61
RESCO	ELBOW JACKET SEALS/LAG SCREWS	502.28
S & S WILLERS, INC.	CONCRETE GRAVEL	429.93
SEBADE CONSTRUCTION	VALLEY DR STREET REPAIR	3,670.00
SHOPKO	DVD'S/CLOCK/KLEENEX/COFFEE	220.85
SPARKLING KLEAN	SEPT 17 AUDITORIUM JANITORIAL SERVICES	225.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	42.02
STATE TREASURER OF NE	CAT/DOG LB910 FEES	790.56
TITAN MACHINERY	WHEEL CASTER YOKE	186.80
TYLER TECHNOLOGIES	UTILITY BILLING INSITE TRANSACTION FEES	1,047.50
US BANK	REGISTRATION/PARKING FEES/SERVERS/MEALS ETC	7,956.91
VAKOC CONSTRUCT	RESTROOM DOOR HINGES/GUTTER APRON	80.55
VAN DIEST SUPPLY	BROADLEAF SPRAY	208.75
WAYNE AUTO PARTS	FUEL PUMP/FILTERS/HOSE/CLEANERS	234.05
WAYNE COUNTY CLERK	FILING FEES	68.00
WAYNE HERALD	GREEN TEAM RECYCLING ADS	408.00
WAYNE HERALD	UTILITY ENERYWISE ADS	176.00
WAYNE HERALD	SENIOR CENTER 1/2 PAGE AD-GUIDE BOOK	595.00
WAYNE HERALD	CAC ADVERTISING	836.00
WAYNE HERALD	ADS AND NOTICES	2,077.08
WAYNE HERALD	LIBRARY 1/2 AD-GUIDE BOOK	595.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	182.00
WESCO DISTRIBUTION INC	PEDESTAL/GROUNDING ROD/LED STREET LIGHT FIXTURE	1,645.66
WESTERN AREA POWER ADMIN	ELECTRICITY	17,222.81
WISNER WEST	FD-GASOLINE	225.55
Grand Total:		186,714.74



Council Approval Listing

Payment Date Range: 10/03/2017 - 10/09/2017

Vendor	Payable Description	Payment Total
FISCAL YEAR 2017-2018		
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES/FIBER LINE LEASE	2,503.84
APPEARA	LINEN & MAT SERVICE	56.85
B.J. SCHONING	SOFTBALL COMPLEX FIELD PREP	300.00
BILL LOCKE CONSTRUCTION	OWNER OCCUPIED REHAB	12,625.00
CAMPBELL, SHERRIE	UTILITY DEPOSIT REFUND	19.81
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	94.76
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	VISION REIMBURSEMENT	88.70
DARREL WALTON	BUILDING PERMIT DEPOSIT REFUND	100.00
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	173.00
FLOOR MAINTENANCE	BOWLS/LIDS/GLOVES	158.88
GILL HAULING, INC	SANITATION SERVICE	170.50
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	50.13
HOMETOWN LEASING	CITY HALL COPIER LEASE	412.86
JIM WIEBELHAUS	TREE INCENTIVE	50.00
JORDAN CORNELIUS	SOFTBALL COMPLEX FIELD PREP	280.00
KARIAN PETERSON POWER LINE CONTRACTING, LLC	EASTWEST INNER CONVERSION	19,444.37
KAUP FORAGE & TURF	GRASS SEED	325.00
KRIZ-DAVIS COMPANY	LED STRIP LIGHT	139.10
MCTAGGART, DANIEL	UTILITY DEPOSIT REFUND	16.18
MOTOROLA SOLUTIONS, INC	DISPATCH CONTROL RADIO CONSOLETTES	7,892.69
NE CODE OFFICIAL ASSOCIATION	FALL CONFERENCE-J HANSEN	125.00
NSAWWA	CONFERENCE REGISTRATION- J BRADY	180.00
RICK ENGSTROM	EXCAVATION BOND REFUND	500.00
TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE FEES/UTILITY BILL ONLINE FEES	2,513.72
WASTE CONNECTIONS	SANITATION SERVICE	140.80
WESCO DISTRIBUTION INC	LED FIXTURES	786.45
	Grand Total:	49,297.64



City of Wayne, NE

Council Approval Listing

Payment Date Range: 10/11/2017 - 10/11/2017

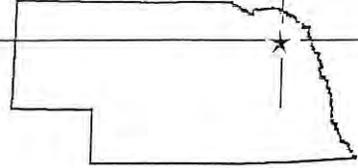
Vendor	Payable Description	Payment Total
FISCAL YEAR 2017-2018		
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	94.76
CITY OF WAYNE	PAYROLL	75,918.29
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	3.00
ELECTRONIC ENGINEERING CO	2 WAY RADIOS	300.00
HASEMANN, SCOTT	SIDEWALK COST SHARE	288.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	65.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,470.51
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KEVIN POTTER	AUDITORIUM DEPOSIT REFUND	150.00
LUKAS RIX	BUILDING PERMIT DEPOSIT REFUND	250.00
NE STATE TREASURER	UNCLAIMED PROPERTY	281.07
VERIZON WIRELESS SERVICES LLC	CELL PHONES	341.96
	Grand Total:	87,405.79

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: Eric Frye Clb Wayne County Sharp Shooters

Address: 602 W 1st Wayne, Ne 68787

Telephone No.: 402-518-0574

Date of Request: October 2017 - April 2018

Description of Requested Topic: Sharp Shooters club is looking to use the Eagles Club basement for archery practice on Sunday Afternoons. 4-H covers all insurance for these practices. The business will be closed during these times of practice



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 Montana Hill Address Neihardt Hall #178 1111 Main St.
Phone Number (402) 580-4574 Social Security # _____
Driver's License Number and Issuing State ND 13620948
Employer TMR Medical Staffing, Student at WSC Occupation Certified Nursing Assistant, (only 8 hours a month)
How long have you been employed by your present employer? 3 Months
Previous Employer and Address Ridgewood Rehab & Care Center, 624 Pinewood Ave Seward, NE
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. N/A

Do you have any physical ailments or disabilities that could affect your performance on the department?
No

- 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? _____ Do you agree to abide by them? _____
- 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 Mont R Hill Date 8/16/17

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

Applicant's Signature Mont R Hill Date 8/16/17

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.

Secretary's Signature _____ Date _____

Chief's Signature Phillip Manuher Date 10.3.2017

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

For record purposes only: Date of Birth _____ revised August 4, 2015

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 Wayne Briner Address 112 W 3rd St
Phone Number 402-631-7483 Social Security # _____
Driver's License Number and Issuing State H12194502
Employer Shepherd University Occupation Professor
How long have you been employed by your present employer? 3+ yrs
Previous Employer and Address UNK, Kearney, NE

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?
NO

- 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 Wayne Briner Date 9/5/17

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

Applicant's Signature Wayne Briner Date 9/5/17

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.

Secretary's Signature _____ Date _____

Chief's Signature Dillon M. ... Date 10.3.2017

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

.....
For record purposes only: Date of Birth _____ revised August 4, 2015

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 Avianna Jones-Doring Address 315 Fairgrounds Avenue
Phone Number 402-369-6113 Social Security # _____

Employer _____ Occupation _____
How long have you been employed by your present employer? _____
Previous Employer and Address Linda Paulsen On Our Toes Dance Co.

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?
NO

- 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 Avianna Jones-Doring Date 7/18/17
Sponsor's Signature (if applicable) Barb Dr Date 10/03/17

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

Applicant's Signature Avianna Jones-Doring Date 7/18/17

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.

Secretary's Signature _____ Date _____
Chief's Signature [Signature] Date 10-3-2017

Council approved on _____ certified by City Clerk _____

For record purposes only: Date of Birth Sep. 3, 2001



Economic Development
Chamber ■ Main Street

October 2, 2017

Marlen Chinn
City of Wayne Police Department
306 Pearl Street
Wayne, NE 68787

Dear Marlen,

Wayne Area Economic Development respectfully requests a parade permit for the annual Christmas on Main celebration to be held on Thursday, November 16 including the Annual Parade of Lights. Plans call for the parade to line up at 6:15 p.m. with the parade beginning at 6:30 p.m. and finishing around 7:00 p.m. We will line entries up on West 6th Street and Pearl Street, first come, first in line. The parade will proceed south on Main Street, disbursing at the Carhart Lumber/Final Touch parking lot. Parade Participants will be reminded that candy or other items should not be thrown from the vehicle. A copy of our affidavit of insurance is attached.

The committee requests that parking not be allowed on Main Street in the 200 Block from 5:30 p.m. until 8:00 p.m. to give guests on the sidewalk a better view of the parade and encourage pedestrian shoppers. A live Nativity, cider and hot cocoa station, and other activities may be set up somewhere along the 200 block of Main Street. The Holly Jolly Trolley will also give short tours around town on a route to be determined, with a Trolley stop in the 200 Block to pickup and unload riders.

We truly appreciate the support from the City of Wayne and especially the Police Department during the holiday events. Your cooperation and assistance helps turns these events into successful marketing tools for our community and shining memories for the families who live here.

We look forward to hearing from you. If you have any questions or concerns regarding Christmas on Main, please contact me at the Economic Development office at 402-375-2240.

Sincerely,

A handwritten signature in cursive script that reads "Irene Fletcher".

Irene Fletcher
Assistant Director

RESOLUTION NO. 2017-89

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

WHEREAS, the annual "Christmas on Main/Parade of Lights" celebration will be held on Main Street from West 6th Street south to Fairgrounds Avenue on Thursday, November 16, 2016, from 6:00 p.m. to approximately 7:00 p.m. or immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, Wayne Area Economic Development, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

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

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 17th day of October, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-85

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF AN LED MESSAGE CENTER SIGN FOR THE WAYNE COMMUNITY ACTIVITY CENTER.

WHEREAS, 4 bids were received for the purchase of an LED Message Center Sign for the Wayne Community Activity Center; and

WHEREAS, said bids were reviewed by City Staff; and

WHEREAS, City Staff is recommending that the bid of _____ be accepted.

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 purchase of an LED Message Center Sign for the Wayne Community Activity Center, as submitted by the following company, is reasonable and responsive, and the same is hereby accepted:

Bidder

Amount of Bid

BE IT FURTHER RESOLVED that the bid, as above set forth and filed with the City Clerk be and the same is hereby accepted.

PASSED AND APPROVED this _____ day of October, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-90

A RESOLUTION APPROVING THE SOUTHVIEW II SUBDIVISION AGREEMENT.

WHEREAS, the City Council, by Resolution 2017-72 on August 15, 2017, approved the Final Plat for the "Southview II Addition," conditioned upon the execution of a Subdivision Agreement; and

WHEREAS, the Subdivision Agreement for the Southview II Addition, which is attached hereto and incorporated herein by reference, has been negotiated with the developers pursuant to the City Subdivision Regulations.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the attached Subdivision Agreement, Southview II Addition, is hereby approved, and the Mayor is authorized and directed to execute said document.

PASSED AND APPROVED this 17th day of October, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

SUBDIVISION AGREEMENT

Southview II Addition
to the City of Wayne, Wayne County, Nebraska

This agreement is made and entered into this _____ day of October, 2017, by and between the City of Wayne, Nebraska, hereinafter referred to as the "the City," and Brendon L. Pick and Battle Creek Farmers Cooperative, Nonstock, hereinafter referred to as "the Developer."

WHEREAS, the Developer is the owner of certain property situated within the City of Wayne, Wayne County, Nebraska and legally described as follows:

Lot 1 – Lot 20, Southview II Addition to the City of Wayne, Wayne County, Nebraska.

WHEREAS, the Developer agreed to plat said property and hereby submits to the City as provided by law, an accurate subdivision plat of the addition to be known as Southview II Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City Ordinances,

IT IS THEREFORE AGREED by the parties contained herein as follows:

GENERAL CONDITIONS:

1. GRADING: The Developer of Lots 1 – 18 agrees that the area of that project will be graded according to plans entitled "Southview II – Water, Sewer, Paving" dated August 25, 2017 and prepared by Advance Consulting Engineering Services. Said plans are accepted by and on file with the Public works Director and the Floodplain Administrator, and are made a part of this agreement by reference. There will be no cost to the City for the grading of Lots 1 - 18.
2. LETTER OF MAP REDUCTION: The Developer will submit an application for a Letter of Map Reduction Based on Fill to the Federal Emergency Management Agency requesting a change in the FIRM to permanently remove Lots 1 - 18 in Southview II Addition from the 100 year floodplain.
3. SANITARY SEWER: The Developer agrees that all sewer mains and appurtenances to serve Lots 1 – 19 will be installed to Chicago Street as deep as possible to serve future development at the cost of the Developer according to City of Wayne Specifications and that there will be no cost to the City for said sewer improvements. Upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. All plans will be prepared by a Registered Engineer and approved by the Nebraska Department of Environmental Quality.

4. **WATER SUPPLY:** The Developer agrees that all water mains and appurtenances to serve Lots 1 – 18 will be installed to Chicago Street at the cost of the Developer according to City of Wayne Specifications and that there will be no cost to the City for said water improvements. Upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. All plans will be prepared by a Registered Engineer and approved by the Nebraska Department of Environmental Quality.
5. **STORM SEWER SYSTEM:** The Developer agrees that all storm sewer to drain South Sherman Street will be installed at the cost of the Developer according to City of Wayne Specifications and that there will be no cost to the City for said storm sewer improvements. Upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. Any storm sewer under paving shall be Reinforced Concrete Pipe. Any storm sewer pipe not under paving can be HDPE dual wall pipe.
6. **STREET IMPROVEMENTS:** The Developer agrees to pave South Sherman Street with a back-of-curb width of 28 ft with integral curb and gutter using Nebraska Department of Transportation 47b mix concrete, 7 inches thick with 6 inch curbs. South Sherman Street shall be poured with curb attached to a panel no less than ½ the width of the street. Developer agrees to pave according to City of Wayne Specifications and that there will be no cost to the City for said street improvements, except that the City agrees to pay the costs of the intersection at Chicago Street.
7. **ELECTRICAL IMPROVEMENTS:** The Developer agrees that if the City Electric Department cannot use its regular method of electrical installation using its trencher in said development, Developer agrees to open a trench adequate for these improvements at Developer's cost. Developer also agrees to backfill and compact said trench and areas around any electrical appurtenances to City of Wayne Specifications at Developer's cost.
8. **STREET SIGNS:** The Developer agrees that street signs approved by the City will be installed in the subdivision at no cost to the City. Said signs will be equal to in type and quality of the signs currently in use by the City of Wayne.

MISCELLANEOUS:

1. **Park Fees.** In lieu of the land or cash contribution Park Fee required for Southview II Addition, the City and the Developer agree the City will accept the dedication of the required amount of the Developer's land to provide the right of way to create Chicago Street.
2. The City will convert the open ditch storm water conveyance through Lot 19 to underground storm water conveyance and re-route it into the public right of way of South Douglas Street and Chicago Street. Said conversion will happen within 5 years of the signing of this agreement or as a part of any paving of Chicago Street adjacent to said lot, whichever comes first. The Developer will pay for ½ the cost of the labor and materials to reroute the storm water conveyance or \$35,000, whichever is less.
3. The City will relocate at no cost to the Developer the existing storm sewer through Lot 20 to the public right of way of Chicago Street. Said relocation will happen within 5 years of the signing of this agreement or as a part of any paving of Chicago Street adjacent to said lot, whichever comes first.

4. The owners of Lots 18, 19, & 20 agree to submit a request to the City to create a paving assessment district for the paving of Chicago Street from South Sherman Street to South Lincoln Street within 10 years of the date of this agreement. Said owner also agrees not to oppose any paving district created due to such request. No assessments will be levied against said owner for Chicago Street since owner dedicated the entire right of way for Chicago Street and since Lots 18, 19, & 20 will have street frontage from other paved City streets. The City agrees to pay for the intersections of South Douglas Street and South Lincoln Street with Chicago Street.
5. The City will quit claim deed the east 20 feet of the north 25 feet of Lot 11, which was previously part of the South Sherman Street ROW, to the developer in exchange for the dedication of South Douglas Street between Lots 19 & 20.

The Developer agrees to hold the City of Wayne harmless from any liability and claims arising out of and relative to the development of this subdivision, to and including, but not limited to, the determination of wetlands as defined by the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environmental Quality.

6. The Developer will demolish and remove all old buildings and concrete on Lots 1 – 18 and the adjacent South Sherman Street and will relocate the two propane storage tanks on Lot 19 and the adjacent Chicago Street to another location outside of the City Limits at no cost to the City.
7. The Developer agrees to keep the public Right-of-Way free from accumulation of water, waste material, weeds or rubbish, and to maintain the finished street surfaces free from dirt caused during, development of the subdivision.
8. The Developer agrees to the following covenant on all residential lots as part of the subdivision agreement with the City of Wayne for the Southview II Addition:
 - Upon completion of construction of a residence on the lot at least two deciduous trees which are a species which will reach a mature height of at least 40 feet will be planted and maintained and replaced in perpetuity.
9. This agreement and the terms and duties set forth herein, shall be binding upon the parties hereto, their successors in interest in the real estate described herein, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereby enter into this agreement, effective on the day and year first above written.

Brendon L. Pick, Developer

Battle Creek Farmers Cooperative,
Nonstock, Developer

CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017, by **Brendon L. Pick**

Notary Public
(My commission expires: _____)

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017, by _____, a representative of **Battle Creek Farmers Cooperative, Nonstock.**

Notary Public
(My commission expires: _____)

STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this ____ day of October, 2017, by **Ken Chamberlain**, Mayor of the City of Wayne, Nebraska, a municipal corporation on behalf of said city.

Notary Public
(My commission expires: _____)

PROPOSAL

September 18, 2017

PROJECT

Wayne Country Club
Club House Addition and Remodel
302 E. 21st Street
Wayne, Nebraska

BID TO

City Council
Wayne, Nebraska

The undersigned, having carefully examined the plans, specifications, contract documents, and the site of the proposed work, and being thoroughly familiar with the conditions of the proposed project, hereby agrees, if this bid is accepted, to furnish all labor, materials, tools, use of contractor's equipment, and all else necessary to construct the project in accordance with the contract documents within the time set forth herein and at the prices set forth below. The work consists of the construction of the Club House Addition and Remodel thereto as described in the plans and specifications. Bids

BASE BID

Construction of Club House addition and Remodel of existing, including all miscellaneous work, complete as specified.

Total Base Bid \$ 519,400.⁰⁰

Alternates:

#1 Price option to add exterior treated wood deck and stairs to include guardrail and hand rail at stairs.

\$ 20,400.⁰⁰

#2 Price option to add exterior and interior painting, including labor and materials.

\$ 18,600.⁰⁰

#3 Price option to add asphalt shingles, including labor and materials. Materials to be dimensional laminated shingles with a 30 year warranty.

\$ 10,600.⁰⁰

#4 Price option to add 4' to length of addition, (4'x48') adding 192 s.f. through center of addition at Bar Seating and Pro Shop. To include structure and all finishes per specifications. No additional windows. Excluding shingles.

\$ 19,300.⁰⁰

ACKNOWLEDGEMENTS

The bidder acknowledges receipt of the specifications, plans, and instructions to bidders dated September 18, 2017.

The bidder acknowledges receipt of the following addenda:

Date 10/3/17 Number 1

Years of experience on comparable projects: 89

Anticipated start date: NOVEMBER 2017

Anticipated completion date: JUNE/JULY 2018

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good sufficient surety.

The undersigned herewith submits a bid bond or certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$ 5%, being five percent (5%) of the total bid, which shall become the property of The City of Wayne, Nebraska, if the undersigned fails to enter into a contract within ten (10) days with Wayne County, Nebraska.

The City Council of Wayne, Nebraska, reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids. The City Council of Wayne, Nebraska reserves the right to base award of the project on factors other than price as stated in the City Purchasing Act.

Dated this 6 day of October, 2017.

Signature: Keith J. Moje

Printed Name: Keith J. Moje

Title: Owner

Name of Company: OCC Builders, LLC

Address: 521 Centennial Road

Wayne, NE 68787

Telephone: 402-375-2180 Fax: 402-375-3123

RESOLUTION NO. 2017-91

A RESOLUTION ACCEPTING/REJECTING BID ON THE WAYNE COUNTRY CLUB CLUBHOUSE ADDITION AND REMODEL PROJECT.

WHEREAS, one bid was received on the Wayne Country Club Clubhouse Addition and Remodel Project; and

WHEREAS, said bid was reviewed by the Wayne Country Club Project Committee; and

WHEREAS, said Committee is recommending that the bid of OCC Builders, LLC, be accepted/rejected.

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 "Wayne Country Club Clubhouse Addition and Remodel Project," as submitted by the following company, is hereby accepted/rejected:

<u>Bidder</u>	<u>Amount of Bid</u>
OCC Builders, LLC	Base Bid: \$519,400.00
521 Centennial Road	Alt. #1: \$20,400.00
Wayne NE 68787	Alt. #2: \$18,600.00
	Alt. #3: \$10,600.00
	Alt. #4: \$19,300.00

BE IT FURTHER RESOLVED that the bid, as above set forth and filed with the City Clerk be and the same is hereby accepted/rejected.

PASSED AND APPROVED this 17th day of October, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Wayne City Council Meeting Agenda

Object: Approve amendments to Wayne's Community Development Block Grant (CDBG) Revolving Loan Fund (RLF) Guidelines

Contact Person: Jeff Christensen, NENEDD Business Loan Specialist

For: Action

Explanation: The City of Wayne has guidelines for its CDBG RLF which were approved December 18, 2012, and most recently amended on February 2, 2016. The Nebraska Department of Economic Development (DED) is recommending that some minor changes be made to update these guidelines to allow as much flexibility as possible within the CDBG rules. The suggested changes are as follows:

SERVICE AREA

The RLF program is available to every business within the City of Wayne, including the zoning jurisdiction of the City of Wayne and businesses outside the zoning jurisdiction that primarily benefit the City of Wayne. All applicants must also meet the eligibility requirements.

2.0 PORTFOLIO STANDARDS AND TARGETS

2.1 The RLF will target those businesses that:

1) Demonstrate a need for financial assistance; 2) demonstrate or project the ability to succeed; and 3) ~~which~~ will, if funded, create, maintain, and/or retain employment opportunities in the City of Wayne. Loans will ~~only~~ be available to individuals, businesses and companies located in or expanding into the City of Wayne, ~~and~~ its zoning jurisdiction and outside the zoning jurisdiction that primarily benefit the City of Wayne. The applicant must identify sources of private financing.

2.2 Proposed standards of the RLF are as follows:

Changing the following item:

- At least 51% of the jobs created, maintained, retained, or made available to, must benefit persons of low to moderate income.

Adding the following item:

- Aid in the Prevention or Elimination of Slums or Blight

5.0 LOAN SERVICING PROCEDURES

Future loans made by the City of Wayne, using its RLF program income will be sub-granted to Northeast Economic Development, Inc. (NED, Inc.), and will be reused for economic development activities as outlined in NED, Inc.'s 26-county Regional Non-Profit Development Organization (NDO) Reuse Plan. This NDO is defined by the Nebraska Department of Economic Development (NDED).

5.2 Late Payments

In most instances, with a bank as primary lender, The ~~City of Wayne~~ NDO will follow the actions of the bank as not to incur the cost of a Trustee's sale. If there is no bank involved NENEDD/Wayne staff will proceed with a Trustee's Sale if applicable.

5.3 Rescheduling Agreement

Loan payments will start no more than 60 days after loan closing. During the loan payment period, NENEDD staff at their discretion may authorize a one-time, 3-month payment deferral or 3-month interest only payment. Any other payment arrangements must be approved by the ~~City of Wayne~~ NDO.

5.4 Collateral Change Requests

From time to time collateral change requests may be necessary. Loan subordination requests for refinancing of existing debt with no "cash out" will be approved by NENEDD staff in the event it does not diminish the lien position. Any other requests must be approved by the ~~City of Wayne~~ NDO. All fees associated with any collateral change requests, will be the clients responsibility.

5.5 Loan Write-Off Collections

The ~~City of Wayne~~ NDO may pursue bad debt any way possible to collect loans that have been written off. This may include, but is not limited to, wage garnishment and repossession of collateral.

Motion: Approve the amendments to Wayne's CDBG ED RLF guidelines as recommended by DED & NENEDD staff.

RESOLUTION NO. 2017-92

**A RESOLUTION OF THE CITY COUNCIL OF WAYNE, NEBRASKA,
APPROVING "AMENDMENTS TO THE WAYNE COMMUNITY
DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND GUIDELINES."**

WHEREAS, the City Council adopted the Guidelines for its Community Development Block Grant Economic Development Revolving Loan Fund (CDBG ED RLF), by its Resolution 2012-92 on December 18, 2012, and amended the same on February 2, 2016; and

WHEREAS, the Nebraska Department of Economic Development is recommending some minor changes be made to update said guidelines to allow as much flexibility as possible within the Community Development Block Grant Rules.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the proposed amendments, which are attached hereto and incorporated herein by reference, are hereby approved.

PASSED AND APPROVED this 17th day of October, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

AMENDMENT TO RLF GUIDELINES

On December 18, 2012, the City of Wayne, Nebraska, (City) adopted Guidelines for its Community Development Block Grant Economic Development Revolving Loan Fund (CDBG ED RLF).

Wayne wishes to amend the following sections:

SERVICE AREA

The RLF program is available to every business within the City of Wayne, including the zoning jurisdiction of the City of Wayne and businesses outside the zoning jurisdiction that primarily benefit the City of Wayne. All applicants must also meet the eligibility requirements.

2.0 PORTFOLIO STANDARDS AND TARGETS

2.1 The RLF will target those businesses that:

1) Demonstrate a need for financial assistance; 2) demonstrate or project the ability to succeed; and 3) ~~which~~ will, if funded, create, maintain, and/or retain employment opportunities in the City of Wayne. Loans will ~~only~~ be available to individuals, businesses and companies located in or expanding into the City of Wayne, ~~and its zoning jurisdiction~~ and outside the zoning jurisdiction that primarily benefit the City of Wayne. The applicant must identify sources of private financing.

2.2 Proposed standards of the RLF are as follows:

- At least one (1) job must be created or retained for each \$35,000 in individual loans, while striving to maintain a \$15,000/job ratio in the RLF portfolio
- Generally, RLF funding may not represent more than 40% of the total costs
- The RLF funding must be necessary and appropriate based upon a review of other possible financing assistance
- The RLF funding is reasonable in relation to the achieved public benefit
- The RLF portfolio will comprise at least 50% in fixed asset loans and have a private investment leveraging ratio of at least 2-1 for the loan portfolio as a whole
- 10% minimum equity injection from business owner – Certain types of businesses will require a 20% equity injection
- No production agriculture – value added is okay
- Incentive loans can be greater than \$200,000 and possibly have a lower interest based on job creation and recruitment
- Microloans under \$50,000 can be done without bank participation
- At least 51% of the jobs created, maintained, retained, or made available to, must benefit persons of low to moderate income
- Aid in the Prevention or Elimination of Slums or Blight

5.0 LOAN SERVICING PROCEDURES

Future loans made by the City of Wayne, using its RLF program income will be sub-granted to Northeast Economic Development, Inc. (NED, Inc.), and will be reused for economic development activities as outlined in NED, Inc.'s 26-county Regional Non-Profit Development Organization (NDO) Reuse Plan. This NDO is defined by the Nebraska Department of Economic Development (NDED).

5.2 Late Payments

In most instances, with a bank as primary lender, ~~The City of Wayne~~ NDO will follow the actions of the bank as not to incur the cost of a Trustee's sale. If there is no bank involved NENEDD/Wayne staff will proceed with a Trustee's Sale if applicable.

5.3 Rescheduling Agreement

Loan payments will start no more than 60 days after loan closing. During the loan payment period, NENEDD staff at their discretion may authorize a one-time, 3-month payment deferral or 3-month interest only payment. Any other payment arrangements must be approved by the ~~City of Wayne~~ NDO.

5.4 Collateral Change Requests

From time to time collateral change requests may be necessary. Loan subordination requests for refinancing of existing debt with no "cash out" will be approved by NENEDD staff in the event it does not diminish the lien position. Any other requests must be approved by the ~~City of Wayne~~ NDO. All fees associated with any collateral change requests, will be the clients responsibility.

5.5 Loan Write-Off Collections

The ~~City of Wayne~~ NDO may pursue bad debt any way possible to collect loans that have been written off. This may include, but is not limited to, wage garnishment and repossession of collateral.

These guidelines are hereby amended by action of the Wayne City Council this _____ day of _____, 2017.

Ken Chamberlain, Mayor
City of Wayne

[Back to Top](#)

RESOLUTION NO. 2017-93

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A MUNICIPALITY AGREEMENT BETWEEN THE CITY OF WAYNE AND THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION RELATING TO THE WAYNE AREA EVENT CENTER – ACCESS TO HIGHWAY N-15 PROJECT.

WHEREAS, the State of Nebraska desires to make improvements on a portion of Highway N-15 within the corporate limits of the City of Wayne under a highway improvement project denoted as the Wayne Area Event Center – Access to Highway N-15 Project; and

WHEREAS, this highway improvement project will also improve municipal infrastructure at various locations within the project limits as shown in the agreement; and

WHEREAS, the improvements to be completed within the municipal boundaries are adequately described in the agreement; and

WHEREAS, the municipality's responsibilities under this agreement are adequately described in the agreement and are understood by the Municipality; and

WHEREAS, the City of Wayne concurs to enter into this agreement with the State of Nebraska, Department of Roads, for said improvement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that Ken Chamberlain, Mayor of the City of Wayne, is hereby authorized to sign the attached Municipality Agreement between the City of Wayne and the State of Nebraska, Department of Roads, for the Wayne Area Event Center – Access to Highway N-15 Project.

PASSED AND APPROVED this 17th day of October, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "B"

MUNICIPALITY AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF WAYNE
WAYNE AREA EVENT CENTER
ACCESS TO HIGHWAY N-15

THIS AGREEMENT is between City of Wayne, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, development is proposed for the Wayne Area Event Center adjacent to Highway N-15, and

WHEREAS, as part of the development, access is desired to Nebraska State Highway N-15 (Highway N-15) at R.P. 166+04, as shown on Exhibit "A", attached, and

WHEREAS, Neb. Rev. Stat. §39-1359 requires State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because the access is located within the State's right-of-way, a permit to occupy the right-of-way for the access off Highway N-15 is required by the State; and

WHEREAS, as part of the development, a permit requesting an access onto Highway N-15 at R.P. 166+04 has been submitted to the State, and

WHEREAS, State plans to monitor traffic operations at the access to Highway N-15, and if the Wayne Area Event Center is further developed or allows ingress/egress to adjacent properties, traffic flow increases, or if the drive becomes a dedicated public street, State reserves the right to require a Traffic Impact Study to determine what improvements, if any, are required for the operation of the State Highway System in relation to the additional traffic generated by this access, and

WHEREAS, Municipality is agreeable to being solely responsible for all costs associated with: a Traffic Impact Study if requested by State, and, if necessary, any improvements at the intersection with Highway N-15, and

WHEREAS, State is willing to permit the access to Highway N-15 at R.P. 166+04, and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "B"; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** - This Agreement is effective immediately on the date it is fully executed by the Parties. The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "B" and incorporated herein by this reference
- 1.2 *Renewal, Extension or Amendment*** - This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein.
- 1.5 *Termination*** - Further, State reserves the right to terminate this Agreement, at State's discretion.

SECTION 2. MUNICIPALITY RESPONSIBILITIES

- 2.1 Permit to Occupy State's Right-of-Way**

A permit has been submitted to occupy State's right-of-way requesting an access to Highway N-15 at R.P. 166+04, at the location shown on Exhibit "A", attached and incorporated herein by this reference. No construction work will occur on State's right-of-way prior to State issuing a permit to Work on and Occupy State's right-of-way. In the event provisions of this Agreement conflict with provisions of State's permit to occupy the State's right-of-way, the provisions of this Agreement shall govern. Terms of the permit(s) that are not affected by the terms of this Agreement will remain in full force and effect.

2.2 No Cost to State

Parties expressly agree that the access from Wayne Area Event Center to N-15 is for the benefit of Municipality and that the Parties intend that all costs associated with the access to Highway N-15 from the Wayne Area Event Center, preparing a Traffic Impact Study, and, if necessary, any improvements at the intersection with Highway N-15, is the sole responsibility of Municipality; and shall be accomplished at no cost to State.

2.3 Notice to State

The Municipality will notify the office of State's Highway District Engineer at the specific milestones in the construction as detailed below.

- Forty eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- Upon completion of the construction.

SECTION 3. STATE RESPONSIBILITIES

3.1 State agrees to review the plans and permit application and, if appropriate, to issue a permit to occupy State's right-of-way and construct an access to Highway N-15.

3.2 State will monitor traffic flow and accidents at the access to Highway N-15 at R.P. 166+04 as shown on Exhibit "A". If the Wayne Area Event Center is further developed or allows ingress/egress to adjacent properties, traffic flow increases, or if the drive becomes a dedicated public street, State reserves the right to require a Traffic Impact Study to determine what improvements, if any, are required for the safe operation of the State Highway System in relationship to the additional traffic generated by this access.

SECTION 4. ENTIRE AGREEMENT

This Agreement, including all exhibits and documents incorporated or included therein, and any permit to occupy State right-of-way constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained in these instruments, and these instruments supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

EXECUTED by Municipality this _____ day of _____, 2017.

WITNESS:

CITY OF WAYNE

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2017.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Kevin Domogalla, P.E.

District 3 Engineer

WAYNE

WAYNE COUNTY
NEBRASKA

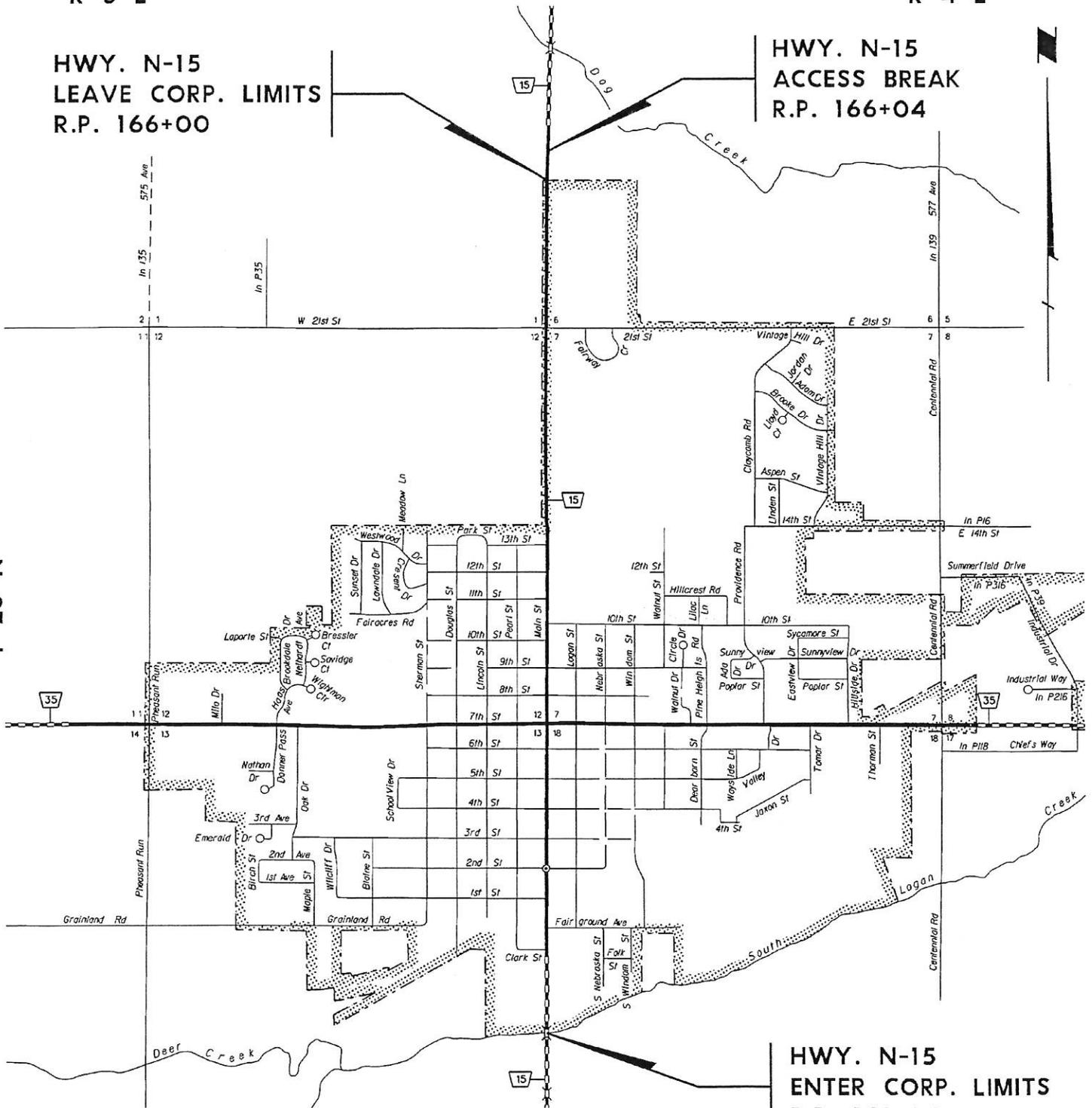
R 3 E

R 4 E

HWY. N-15
LEAVE CORP. LIMITS
R.P. 166+00

HWY. N-15
ACCESS BREAK
R.P. 166+04

T 26 N



HWY. N-15
ENTER CORP. LIMITS
R.P. 163+84

EXHIBIT "A"

ORDINANCE NO. 2017-31

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 34 CITY ORGANIZATIONS, SECTION 34.01 AIRPORT AUTHORITY, SUBSECTION (D); TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Title III, Chapter 34, Section 34.01 of the Municipal Code of Wayne, is hereby amended as follows:

§ 34.01 AIRPORT AUTHORITY.

(A) There is created for the city an Airport Authority, which shall be managed and controlled by a board. The Airport Authority Board shall have the full and exclusive jurisdiction and control over all facilities owned or acquired by the city for the purpose of aviation operation, air navigation and air safety operation. The Board is a body corporate and politic, constituting a public corporation and an agency of the city. The Board shall consist of five members to be selected as follows.

(1) The Mayor, with the approval of the Council, shall appoint one member who shall serve until his or her successor, elected at the first general city election following such appointment, shall qualify and take office.

(2) The Mayor, with the approval of the Council, shall appoint two members who shall serve until their successors, elected at the second general city election following such appointment, shall qualify and take office.

(3) The Mayor, with the approval of the Council, shall appoint two members who shall serve until their successors, elected at the third general city election following such appointment, shall qualify and take office.

(B) Upon the expiration of the terms of such appointed officers, members of the Board shall be nominated and elected in a manner provided by law for the election of officers of the city and shall take office at the same time as the officers of the city.

(C) Members of the Board shall be residents of the city and, except for members initially appointed, shall serve for a term of six years.

(D) Any vacancy on such ~~the~~ Board, ~~resulting other than from expiration of a term of office~~, shall be filled by ~~temporary~~ appointment by the Mayor, with the approval of the Council, ~~until a successor can be elected at the next general city election~~, to serve the unexpired portion, ~~if any~~, of the term. A member of such ~~the~~ Board may be removed from office for incompetence, neglect of duty or malfeasance in office. An action for the removal of such officer may be brought, upon resolution of the Council, in the District Court of the county ~~in which such city is located~~.

(E) The Airport Authority and the Airport Authority Board shall have such other powers and duties as may be prescribed by law.

Section 2. The original Section and any other sections in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting, as required by law.

PASSED AND APPROVED this 17th day of October, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2017-32

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE POWER PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND COTTONWOOD WIND PROJECT, LLC.

WHEREAS, the City of Wayne is a political subdivision of the State of Nebraska authorized to engage in the generation, transmission, sale and distribution of electricity; and

WHEREAS, Cottonwood Wind Project, LLC, is a Delaware Limited Liability Company, constructing a wind energy facility in Webster County, Nebraska; and

WHEREAS, the City of Wayne approved entering into a contract with Cottonwood Wind Project, LLC, at their meeting on May 2, 2017; and

WHEREAS, it is necessary to amend said contract due to an engineering modification to change the City of Wayne's turbine string from 17.38 MW to 17.08 MW.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the amendment to the Agreement between Cottonwood Wind Project, LLC, and the City of Wayne, Nebraska, is hereby approved, and the Mayor is hereby authorized to execute said Amendment on behalf of the City.

PASSED AND APPROVED this 17th day of October, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

For Official Use Only

Please Return To: Miller Law, P.O. Box 33, Wayne, NE 68787

EASEMENT

For and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the **County of Wayne, Nebraska**, a political subdivision, hereinafter referred to as "Grantor," does hereby grant, bargain, sell, convey, and release unto the **City of Wayne, Nebraska**, a municipal corporation, 306 Pearl Street, Wayne, Nebraska 68787, hereinafter "Grantee," its successors and assigns, a perpetual easement in, over, and upon the following described real estate located in Wayne County, Nebraska:

The east side of the centerline of Centennial Road from the south line of Chief's Way going south 232 feet,

for, or in connection with, the construction, operation, maintenance, repair and inspection of a water line belonging to Grantee, as well as for the installation, construction, maintenance, repair, and inspection of a culvert and enclosed storm sewer.

The rights and privileges herein granted shall be subject to the following terms and conditions:

1. This easement includes the right of ingress and egress over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land for purposes of construction, operation, maintenance, repair, and inspection.

2. The Grantors, his or her heirs, and assigns, reserve the right and privileges to use the above-described land of the Grantor at any time, in any manner, and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, subject to the following provisions:

a. No structures, temporary or permanent, are to be constructed, operated, occupied, maintained, or located on the above-described land.

b. This easement shall not convey, nor shall the same be construed to convey, to the Grantee, any title to the above-described land.

d. Grantee shall be responsible for maintaining the above-described property, including, but not limited to, mowing, spraying weeds, and otherwise keeping the property in a clean, aesthetically pleasing condition.

e. Grantee shall be responsible for maintaining the existing rock shoulder along the pavement, and maintaining any water main and any enclosed storm sewer.

f. The Grantee shall exercise due care and diligence to avoid injury or damage to the property of the Grantor and Grantee agrees to hold harmless Grantor from any injury or damage to property due to negligence by Grantee.

g. This easement shall be binding upon the parties hereto, their heirs, successors and assigns.

TO HAVE AND TO HOLD the aforesaid Easement, in, over, and upon the above-described land of the Grantor, with all rights, privileges, and appurtenances thereto belonging or in any way pertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the ____ day of _____, 2017.

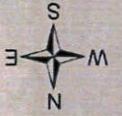
COUNTY OF WAYNE, NEBRASKA, a political subdivision,

By _____
Jim Raabe, Chairman
Wayne County Board of Commissioners

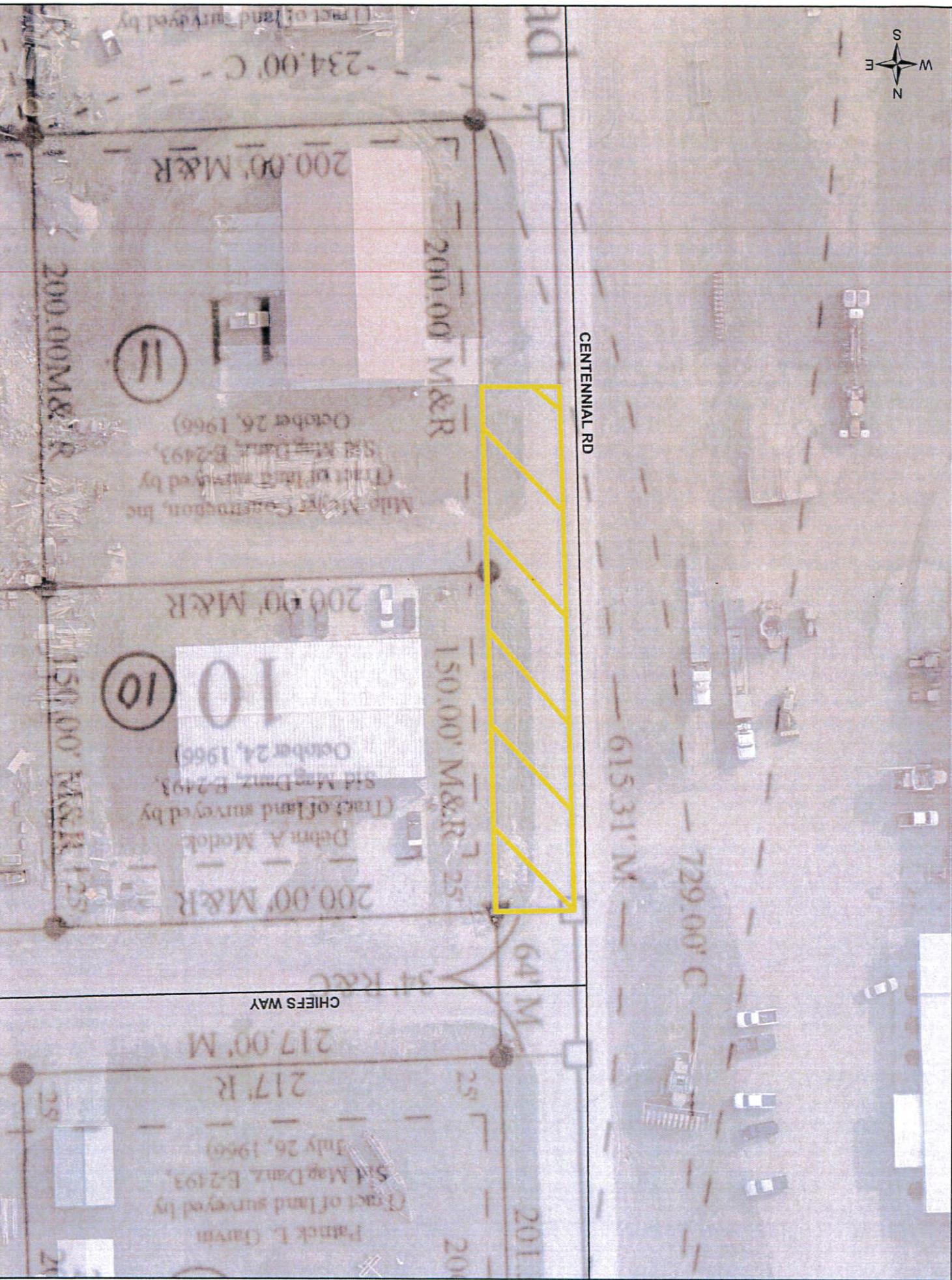
STATE OF NEBRASKA)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017, by Jim Raabe, Chairman of the Wayne County Board of Commissioners, on behalf of the County of Wayne, Nebraska, Grantor.

Notary Public



CENTENNIAL RD



Tract of land surveyed by

234.00' C

200.00' M&R

200.00' M&R

11

Milo Meyer Corporation, Inc
(Tract of land surveyed by
Sid Meyer, Dantz, E-2493,
October 26, 1966)

200.00' M&R

150.00' M&R

10

Debra A. Motok
(Tract of land surveyed by
Sid Meyer, Dantz, E-2493,
October 24, 1966)

200.00' M&R

200.00M&R

150.00' M&R

CHIEFS WAY

217.00' M

217' R

Patrick L. Charvin
(Tract of land surveyed by
Sid Meyer, Dantz, E-2493,
July 26, 1966)

201

Contractor's Application for Payment No. 1

Application Period: Through 10/3/2017		Application Date: 10/3/2017	
To (Owner):	City of Wayne	From (Contractor):	Penro Construction, Inc.
Project:	Beaumont First Addition Water & Sewer Extension	Via (Engineer):	McLaury Engineering, Inc.
Owner's Contract No.:	42151201	Contract Date:	7/31/2017
		Contract Completion:	12/1/2017
		Contractor's Project No.:	42170402

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$ 259,922.60
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 ± 2)..... \$ 259,922.60
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 110,313.43
5. RETAINAGE:
 - a. 10% X \$76,887.50 Work Completed..... \$ 7,688.75
 - b. 10% X \$33,425.93 Stored Material..... \$ 3,342.59
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 11,031.34
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 99,282.09
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ 99,282.09
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 160,640.51

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: *Byron Kinning* Date: 10-3-17

Payment of: \$ 160,640.51
(Line 8 or other - attach explanation of the other amount)

is recommended by: *K. S. McLaury* (Engineer) 9/29/2017 (Date)

Payment of: \$ 160,640.51
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (City of Wayne, Mayor Ken Chamberlain) (Date)

Approved by: _____ City of Wayne Finance Officer, Nancy Braden (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Beaumont First Addition Water & Sewer Extension		Application Number:		1				
Application Period:		Through 10/3/2017		Application Date:		10/3/2017				
Bid Item No.	Item Description	Contract Information			C	D	E	F	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price						Total Value of Item (\$)
GROUP A - GENERAL ITEMS										
1	MOBILIZATION	1	LUMP SUM	\$1,150.00	1	\$1,150.00		\$1,150.00	100.0%	
2	GENERAL CLEARING AND GRUBBING	1	LUMP SUM	\$800.00	1	\$800.00		\$800.00	100.0%	
3	INCIDENTAL WORK, UTILITIES	1	CU YD	\$1,200.00	1	\$1,200.00		\$1,200.00	100.0%	
4	TRAFFIC CONTROL	1	SQ YD	\$2,500.00	0.5	\$1,250.00		\$1,250.00	50.0%	\$1,250.00
5	REMOVE AND REPLACE TOPSOIL	1	EACH	\$600.00	0.1	\$60.00		\$60.00	10.0%	\$540.00
6	6"GRAVEL SURFACING	200	SQ YD	\$6.85		\$1,370.00				\$1,370.00
GROUP B - FORCEMAIN ITEMS										
1	MOBILIZATION	1	LUMP SUM	\$2,200.00	1	\$2,200.00		\$2,200.00	100.0%	
2	LIFT STATION	1	LUMP SUM	\$28,350.00	0.85	\$24,097.50		\$24,097.50	85.0%	\$4,252.50
3	ELECTRICAL, MISCELLANEOUS	1	LUMP SUM	\$4,500.00		\$4,500.00				\$4,500.00
4	6" BOLLARD	4	EACH	\$440.00		\$1,760.00				\$1,760.00
5	DIRECTIONAL BORE FORCEMAIN	1229	LF	\$16.75	350	\$5,862.50		\$5,862.50	28.5%	\$14,723.25
6	4" HDPE SDR 11 FORCEMAIN	1097	LF	\$6.75	350	\$2,362.50		\$3,458.00	78.6%	\$1,584.25
7	1.5" HDPE SDR 11 FORCEMAIN	1097	LF	\$2.50	350	\$875.00		\$1,827.20	98.5%	\$40.30
8	8" ENCASEMENT PIPE	132	LF	\$95.00		\$12,540.00				\$12,540.00
9	1.5" MJ PIPE BEND	2	EACH	\$75.00		\$150.00				\$150.00
10	4" MJ PIPE BEND	2	EACH	\$135.00		\$270.00		\$32.50	12.0%	\$237.50
11	SEWER FORCEMAIN TRENCH BEDDING MATERIAL	132	EACH	\$1.75		\$231.00				\$231.00
GROUP C - SEWER ITEMS										
1	MOBILIZATION	1	LUMP SUM	\$1,725.00	1	\$1,725.00		\$1,725.00	100.0%	
2	CONNECT TO EXISTING SANITARY MANHOLE	1	EACH	\$2,400.00		\$2,400.00				\$2,400.00
3	8" PVC SANITARY SEWER PIPE	89	LF	\$50.00		\$4,450.00		\$255.50	5.7%	\$4,194.50
4	6" PVC SANITARY SEWER PIPE	5	LF	\$48.00		\$240.00		\$451.36	188.1%	-\$211.36
5	SANITARY SEWER PIPE BEDDING MATERIAL	94	LF	\$2.25		\$211.50				\$211.50
6	6" PIPE CAP	1	EACH	\$60.00		\$60.00		\$6.90	11.5%	\$53.10
7	16" STEEL CASING (BORED)	75	LF	\$420.00	75	\$31,500.00		\$31,500.00	100.0%	
8	SEWER MANHOLE	1	EACH	\$8,850.00		\$8,850.00				\$8,850.00
9	MANHOLE FRAME AND GRAGE	1	EACH	\$735.00		\$735.00		\$670.00	91.2%	\$65.00
10	2" ADJUSTING RINGS	2	EACH	\$45.00		\$90.00				\$90.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Beaumont First Addition Water & Sewer Extension		Application Number:		1					
Application Period:		Through 10/3/2017		Application Date:		10/3/2017					
Bid Item No.	Item Description	Contract Information			C	D	E	F	Balance to Finish (B - F)		
		Item Quantity	Units	Unit Price						Total Value of Item (\$)	Total Completed and Stored to Date (D + E)
GROUP D - WATERMAIN ITEMS											
1	MOBILIZATION	1	LUMP SUM	\$2,655.00	\$2,655.00	1	\$2,655.00		100.0%	\$1,200.00	
2	CONNECT TO EXISTING 8" WATERMAIN	1	EACH	\$1,200.00	\$1,200.00					\$1,650.00	
3	CONNECT TO EXISTING 16" WATERMAIN	1.0	EACH	\$1,650.00						\$205.51	
4	8" X 6" TEE	1	EACH	\$320.00	\$320.00			\$114.49	35.8%	\$217.32	
5	8" X 8" TEE	1	EACH	\$350.00	\$350.00			\$132.68	37.9%	\$400.00	
6	REMOVE EXISTING TEE	1	EACH	\$400.00	\$400.00			\$147.66	36.9%	\$252.34	
7	10" X 6" TEE	1	EACH	\$400.00	\$400.00			\$320.85	39.6%	\$489.15	
8	10" X 8" TEE	2	EACH	\$405.00	\$810.00					\$1,850.00	
9	16" X 10" TEE	1	EACH	\$1,850.00	\$1,850.00					\$466.00	
10	6" GATE VALVE & BOX	2	EACH	\$875.00	\$1,750.00			\$1,284.00	73.4%	\$466.00	
11	8" GATE VALVE & BOX	2	EACH	\$1,250.00	\$2,500.00			\$2,856.90	114.3%	-\$356.90	
12	10" GATE VALVE & BOX	3	EACH	\$2,000.00	\$6,000.00			\$3,349.10	55.8%	\$2,650.90	
13	6" FIRE HYDRANT	1	EACH	\$3,100.00	\$3,100.00			\$2,175.00	70.2%	\$925.00	
14	8" CAP	1	EACH	\$190.00	\$190.00			\$75.61	39.8%	\$114.39	
15	10" CAP	1	EACH	\$215.00	\$215.00			\$53.50	24.9%	\$161.50	
16	45 DEGREE BEND	2	EACH	\$350.00	\$700.00			\$220.42	31.5%	\$479.58	
17	90 DEGREE BEND	1	EACH	\$315.00	\$315.00			\$88.28	28.0%	\$226.72	
18	8" PVC WATERMAIN	380	LF	\$22.00	\$8,360.00			\$2,594.11	31.0%	\$5,765.89	
19	10" PVC WATERMAIN	1285	LF	\$27.00	\$34,695.00			\$13,311.87	38.4%	\$21,383.13	
20	18" STEEL CASING (BORED)	93	LF	\$325.00	\$30,225.00					\$30,225.00	
21	WATERMAIN PIPE BEDDING MATERIAL	1665	LF	\$8.50	\$14,152.50					\$14,152.50	
GROUP E - EROSION CONTROL ITEMS											
1	MOBILIZATION	1	LUMP SUM	\$1,150.00	\$1,150.00	1	\$1,150.00		100.0%		
2	SEEDING, TYPE C	0.5	ACRE	\$2,600.00	\$1,300.00					\$1,300.00	
3	COVER CROP SEEDING	0.43	ACRE	\$1,600.00	\$688.00					\$688.00	
4	FIBER MULCHING	1	TON	\$1,800.00	\$1,800.00					\$1,800.00	
5	LOW FLOW SILT FENCE	1550	LF	\$2.50	\$3,875.00					\$3,875.00	
6	HIGH FLOW SILT FENCE	18	LF	\$3.50	\$63.00					\$63.00	
7	TYPE 2 EROSION CONTROL BLANKET	212	SY	\$2.80	\$593.60					\$593.60	
Totals					\$259,922.60		\$76,887.50	\$33,425.93	\$110,313.43	42.4%	\$149,609.17

Beaumont First Addition Wayne, NE Tabulation of Stored Materials Penro Construction For Month Ending 10-3-2017						
<u>Bid Item</u>	<u>Description</u>	<u>Supplier</u>	<u>Invoice #</u>	<u>Stored Material</u>	<u>Quantity Stored</u>	<u>Unit Price</u> <u>Value Stored</u>
B6	4" HDPE Forcemain	Lincoln Winwater	50601	pipe	770	3.9 3003
		Lincoln Winwater	50601	misc fittings	1	362 362
		Lincoln Winwater	50601-01	misc fittings	1	93 93
		Total Stored To Date				3458
B7	1.5" HDPE Forcemain	Lincoln Winwater	50601-01	pipe	770	0.96 739.2
		Lincoln Winwater	50601	caps (for testing)	2	5 10
		Lincoln Winwater	50601-01	misc fittings	1	1078 1078
		Total Stored To Date				1827.2
B10	4" HDPE 45 Bend	Lincoln Winwater	50601	elbows	2	16.25 32.5
		Total Stored To Date				32.5
C2	Connect to Ext Manhole	Lincoln Winwater	50601	drop bowl	1	185 185
		Lincoln Winwater	50601-01	SS bracket	4	2.25 9
		Lincoln Winwater	50601	elbow	1	30 30
		Lincoln Winwater	50601	drop pipe	14	2.25 31.5
		Total Stored To Date				255.5
C3	8" Sanitary Sewer Main	Lincoln Winwater	50601	pipe	112	4.03 451.36

C6	6" pipe Cap	Total Stored To Date					451.36
		Lincoln Winwater	50601 cap	1	6.9		6.9
		Total Stored To Date					6.9
C9	Manhole Frame and Grate	Lincoln Winwater	50601 frame and cover	1	475		475
		Lincoln Winwater	50601 Chimney seal	1	195		195
		Total Stored To Date					670
D4	8x6 Tee	Lincoln Winwater	51072 tee	1	107		107
			sales tax	1	7.49		7.49
		Total Stored To Date					114.49
D5	8" Tee	Lincoln Winwater	51072 tee	1	124		124
			sales tax	1	8.68		8.68
		Total Stored To Date					132.68
D7	10x6 tee	Lincoln Winwater	51072 tee	1	138		138
			sales tax	1	9.66		9.66
		Total Stored To Date					147.66
D8	10x8 Tee	Lincoln Winwater	51072 tee	2	155		310
			sales tax	1	10.85		10.85
		Total Stored To Date					320.85
D10	6" Gate Valve	Lincoln Winwater	51072 valve	2	535		1070
			box	2	65		130
			sales tax	1	84		84

		Total Stored To Date					220.42
D17	90 degree bend	Lincoln Winwater	51072	elbow	1	82.5	82.5
				sales tax	1	5.78	5.78
		Total Stored To Date					88.28
D18	8" PVC Water Main	Lincoln Winwater	51072	pipe	380	6.38	2424.4
				sales tax	1	169.71	169.71
		Total Stored To Date					2594.11
D19	10" PVC Water Main	Lincoln Winwater	51072	pipe	1300	9.57	12441
				sales tax	1	870.87	870.87
		Total Stored To Date					13311.87
	Total Material Stored to Date						33425.93

Remit To:

LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

Page	Date Printed	Invoice No.
1	9/20/17	050601 00

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 14

Sold To:

PENRO CONSTRUCTION
PO BOX 520
PENDER, NE 68047-0520

Ship To:

PENRO CONSTRUCTION #17012
302 E 21ST ST
WAYNE, NE 68787-8090
WAYNE BEAUMONT

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
00783-000559	NON TAXABLE	015-ERIC EICKMEIER	Stock	OUR TRUCK	9/20/17

NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1,120	FT	4X40 SDR11 HDPE PIPE IPS	1,120		3.9000		.00	4,368.00	N
4	EA	CAPBI-4IPS-11 4 CAP BF IPS	2	B	12.0000		.00	24.00	N
8	EA	TRIO140 4 COUPLING EF IPS	8		24.0000		.00	192.00	N
2	EA	MJI-4IPS-11 4 HDPE MJ ADAPTER	1	B	69.0000		.00	69.00	N
2	EA	MJKIT-4-IPS 4 HDPE MJ ACC KIT	2		20.0000		.00	40.00	N
1	EA	4 DI MJ TAPT CAP	1		37.0000		.00	37.00	N
1,000	FT	1.5"X1000' SDR11 HDPE PIPE	0	B	.9600		.00	.00	N
2	EA	S710 1-1/2 MIP ADAPTER 304SS	0	B	25.0000		.00	.00	N
2	EA	SPCP7 1-1/2 SCOKET FUSION CAP	2		5.0000		.00	10.00	N
8	EA	CEF-150-IPS 1-1/2 EF COUPL IPS	0	B	8.5000		.00	.00	N
2	EA	45BI-4IPS-11 4 SDR11 45 BF IPS	2		16.2500		.00	32.50	N
1	EA	B3DB 8" RELINER BOWL	1		185.0000		.00	185.00	N
1	EA	MR56-83ARC-8X8 CI/PLXCI/PE	0	B	60.0000		.00	.00	N
112	FT	8X14 PVC SDR26 GASKET PIPE	112		4.0300		.00	451.36	N
		D3034 GJ GREEN							
8	EA	STAINLESS STEEL BRACKET ANCHOR	4	B	2.2500		.00	9.00	N
1	EA	8" D3034 SW 1/4 BEND PVC	1		30.0000		.00	30.00	N
14	FT	6X14 PVC SDR26 GASKET PIPE	14		2.2500		.00	31.50	N
		D3034 GJ GREEN							
1	EA	6" SDR35 GJ CAP	1		6.9000		.00	6.90	N
12	EA	16X8 SS CASING SPACER	0	B	55.5000		.00	.00	N
2	EA	16X8 END SEAL	0	B	37.5000		.00	.00	N
1	EA	72206 2X1-1/2 BZ HEX RED BUSH	1		13.0000		.00	13.00	N
		NO LEAD							
1	EA	CEF-150-IPS 1-1/2 EF COUPL IPS	0	B	8.5000		.00	.00	N
2	EA	4HDPE IPS OD SS STRAP	0	B	75.0000		.00	.00	N
4	EA	STAINLESS STEEL BRACKET ANCHOR	0	B	2.2500		.00	.00	N
1	EA	6" X 50' GATOR JOINT WRAP	1		160.0000		.00	160.00	N
1	EA	DEETER 1025 FRAME AND COVER	0	B	475.0000		.00	.00	N
		GASKETED COVER							
1	EA	34" X-85 EXTERNAL CHIMNEY SEAL	1		195.0000		.00	195.00	N
		34" UPPR BAND & 37" LOWER BAND							
1	EA	A2360-23 6" MJXMJ GATE VALVE	1		535.0000		.00	535.00	N
1	EA	6X18 ANCH COUPLING	1		75.0000		.00	75.00	N
1	EA	A423 HYD 5-1/4 6-O OL 3W	1		2,100.0000		.00	2,100.00	N
1	EA	FUSION SERVICES	0	B	2,000.0000		.00	.00	N
1,500	FT	12GAX500'SOL HF-CCS PE30 GREEN	1,500		.1200		.00	180.00	N

Terms Monthly Service Charge May Be Applied To Past Due Accounts

Tax Area ID: -----	Net Sales -----
-----	Freight -----
State Tax % -----	State Tax -----
Local Tax % -----	Local Tax -----
	Invoice Amount -----

CONTINUED ON NEXT PAGE.....

Bill To:

LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

Page	Date Printed	Invoice No.
2	9/20/17	050601 00

To Reorder Contact Us At
Phone No. : (402)438-2988
Fax No. : (402) 438-2992 DB# 14

Bill To:

PENRO CONSTRUCTION
PO BOX 520
PENDER, NE 68047-0520

Ship To:

PENRO CONSTRUCTION
302 E 21ST ST
WAYNE, NE 68787-8090
WAYNE BEAUMONT

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
00783-000559	NON TAXABLE	015-ERIC EICKMEIER	Stock	OUR TRUCK	9/20/17

NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
100	EA	TRACER WIRE	0	B	.9600		.00	.00	N
2	EA	1-1/2X100 SDR11 CENFUSE 160#	2		25.0000		.00	50.00	N
2	EA	90BI-4IPS-11 4 SDR11 90 BF IPS	0	B	80.0000		.00	.00	N
3	EA	8" DROP SYSTEM BRACKET 8SS35	3		.0000		.00	.00	N
3	EA	6 MJ DI GLAND	3		.0000		.00	.00	N
3	EA	391852 6 MJ ACCY PACK L/GLAND	3		.0000		.00	.00	N
1	EA	1 QT OF LUBE	1		.0000		.00	.00	N
1	EA	664-S SCREW TYPE VALVE BOX	1		65.0000		.00	65.00	N

Terms: Monthly Service Charge May Be Applied To Past Due Accounts
1 1/2 10TH, NET 30TH
If Paid By 10/10/17 You May Deduct 88.59
Pay full balance by 10/25/17

Tax Area ID:	NE - 281790410	Net Sales	8,859.26
State Tax %	.000	Freight	.00
Local Tax %	.000	State Tax	.00
		Local Tax	.00
		Invoice Amount	8,859.26

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.

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.

Remit To:

LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

Page	Date Printed	Invoice No.
1	9/20/17	051072 00

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No. : (402) 438-2992 DB# 14

Sold To:

PENRO CONSTRUCTION
PO BOX 520
PENDER, NE 68047-0520

Ship To:

PENRO CONSTRUCTION
302 E 21ST ST
WAYNE, NE 68787-8090
WAYNE BEAUMONT

#17012

Customer Number	Customer Purchase Order	Salesman	Type Shipments	Ship Via	Date Shipped
00783-000559	TAXABLE	015-ERIC EICKMEIER	Stock	OUR TRUCK	9/20/17

NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	662-17401000-000 16X10 TAP SLV	0	B	1,325.0000		.00	.00	T
1	EA	A2360-19 10" MJXFLG GATE VLV	0	B	1,550.0000		.00	.00	T
6	EA	664-S SCREW TYPE VALVE BOX	6		65.0000		.00	390.00	T
1	EA	10 STD 1/8 RED RUBBER FF GSK	1		7.0000		.00	7.00	T
1	EA	10-12 150# ZINC BOLT & NUT SET	1		25.0000		.00	25.00	T
1	EA	LMT10 10 LIVE MAIN TAP SERVICE	0	B	700.0000		.00	.00	T
1	EA	8X6 DI MJ TEE	1		107.0000		.00	107.00	T
1	EA	8 DI MJ TEE	1		124.0000		.00	124.00	T
1	EA	10X6 DI MJ TEE	1		138.0000		.00	138.00	T
2	EA	10X8 DI MJ TEE	2		155.0000		.00	310.00	T
1	EA	6 DI MJ PLUG SOLID	1		25.0000		.00	25.00	T
3	EA	A2360-23 8" MJX MJ OL GATE VALVE	3		825.0000		.00	2,475.00	T
2	EA	A-2360-23 10 MJ GATE VALVE OL	2		1,500.0000		.00	3,000.00	T
1	EA	10 DI MJ CAP SOLID	1		50.0000		.00	50.00	T
2	EA	10 DI MJ 45	2		103.0000		.00	206.00	T
1	EA	8 DI MJ 90	1		82.5000		.00	82.50	T
380	FT	8X20 C900 DR18 CL235 GJ	380		6.3800		.00	2,424.40	T
1,300	FT	10X20 C900 DR18 CL235 GJ	1,300		9.5700		.00	12,441.00	T
2,000	FT	12GAX500' SOL HF-CCS PE30 BLUE TRACER WIRE	2,000		.1200		.00	240.00	T
14	EA	18X10 SS CASING SPACER	0	B	61.2500		.00	.00	T
2	EA	18X10 END SEAL	0	B	44.0000		.00	.00	T
2	EA	8 2000-0984-260 8.54-9.84 CPL 8" HYMAX	2		261.6800		.00	523.36	T
1	EA	8 DI MJ PLUG SOLID	1		70.6600		.00	70.66	T
1	EA	A2360-23 6" MJX MJ GATE VALVE	1		535.0000		.00	535.00	T
16	EA	10 MJ DI GLAND	16		.0000		.00	.00	T
16	EA	391876 10 MJ ACCY PACK L/GLAND	16		.0000		.00	.00	T
15	EA	8 MJ DI GLAND	15		.0000		.00	.00	T
15	EA	391869 8 MJ ACCY PACK L/GLAND	15		.0000		.00	.00	T
4	EA	6 MJ DI GLAND	4		.0000		.00	.00	T
4	EA	391852 6 MJ ACCY PACK L/GLAND	4		.0000		.00	.00	T
11	EA	1 QT OF LUBE	11		.0000		.00	.00	T

04
DS
07
03
01
012
015
017
013
014
011
010

Terms Monthly Service Charge May Be Applied To Past Due Accounts
1 1/2 10TH, NET 30TH
IF Paid By 10/10/17 You May Deduct 231.74
Pay full balance by 10/25/17

Tax Area ID:	NE - 281790410	Net Sales	23,171.32
State Tax %	5.500	Freight	.00
Local Tax %	1.500	State Tax	1,274.55
		Local Tax	347.51
		Invoice Amount	24,796.09

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) 433-2988.

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.

Remit To:

LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

Page	Date Printed	Invoice No.
1	9/25/17	050601 01

To Reorder Contact Us At
Phone No. : (402)438-2988
Fax No .. : (402) 438-2992 DB# 17

Sold To:

PENRO CONSTRUCTION
PO BOX 520
PENDER, NE 68047-0520

Ship To:

PENRO CONSTRUCTION
302 E 21ST ST
WAYNE, NE 68787-8090
WAYNE BEAUMONT

Customer Number 00783-000559	Customer Purchase Order NON TAXABLE	Salesman 015-ERIC EICKMEIER	Type Shipment Stock	Ship Via OUR TRUCK	Date Shipped 9/25/17
---------------------------------	----------------------------------------	--------------------------------	------------------------	-----------------------	-------------------------

NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	CAPBI-4IPS-11 4 CAP BF IPS	2		12.0000		.00	24.00	N
1	EA	MJI-4IPS-11 4 HDPE MJ ADAPTER	1		69.0000		.00	69.00	N
1,000	FT	1.5"X1000' SDR11 HDPE PIPE	1,000		.9600		.00	960.00	N
2	EA	S710 1-1/2 MIP ADAPTER 304SS	2		25.0000		.00	50.00	N
8	EA	CEF-150-IPS 1-1/2 EF COUPL IPS	8		8.5000		.00	68.00	N
1	EA	MRS6-88ARC 8X8 GI/PLXCI/PL	0	B	60.0000		.00	.00	N
4	EA	STAINLESS STEEL BRACKET ANCHOR	4		2.2500		.00	9.00	N
12	EA	16X8 SS CASING SPACER	0	B	55.5000		.00	.00	N
2	EA	16X8 END SEAL	0	B	37.5000		.00	.00	N
1	EA	CEF-150-IPS 1-1/2 EF COUPL IPS	1		8.5000		.00	8.50	N
2	EA	4HDPE IPS OD SS STRAP	2		75.0000		.00	150.00	N
4	EA	STAINLESS STEEL BRACKET ANCHOR	4		2.2500		.00	9.00	N
1	EA	DEETER 1025 FRAME AND COVER GASKETED COVER	0	B	475.0000		.00	.00	N
100	EA	1-1/2X100 SDR11 CENFUSE 160#	100		.9600		.00	96.00	N
2	EA	8" DROP SYSTEM BRACKET 8SS35	2		80.0000		.00	160.00	N

BCF
B75
CO

Terms Monthly Service Charge May Be Applied To Past Due Accounts
1% 10TH, NET 30TH
If Paid By 10/10/17 You May Deduct 16.04
Pay full balance by 10/25/17

Tax Area ID: NE - 281790410	Ner Sales 1,603.50
State Tax % .000	Freight .00
Local Tax % .000	State Tax .00
	Local Tax .00
	Invoice Amount 1,603.50

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) 433-2988.

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.

Contractor's Application for Payment No. 2

Application Period: September 2017	Application Date: 10/5/2017
To (Owner): City of Wayne	Via (Engineer): McLaury Engineering, Inc.
Project: 4th Street Paving Project	Contract Completion: 12/1/2017
Owner's Contract No.: 42151201	Engineer's Project No.: 42151201

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$76,301.76	\$174,743.75
TOTALS	\$76,301.76	\$174,743.75
NET CHANGE BY CHANGE ORDERS		-\$98,441.99

1. ORIGINAL CONTRACT PRICE..... \$ 7779,496.27
2. Net change by Change Orders..... \$ -\$98,441.99
3. Current Contract Price (Line 1 ± 2)..... \$ \$681,054.28
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ \$313,527.80
5. RETAINAGE:
 - a. 10% X \$313,527.80 Work Completed..... \$ \$31,352.78
 - b. 10% X Stored Material..... \$ \$31,352.78
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$62,705.56
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$282,175.02
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$52,531.65
8. AMOUNT DUE THIS APPLICATION..... \$ \$229,643.37
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ \$398,879.26

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 10-10-17

Payment of: \$ 229,643.37 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 10/07/17 (Date)

Payment of: \$ 229,643.37 (Line 8 or other - attach explanation of the other amount)

is approved by: (City of Wayne, Mayor Ken Chamberlain) (Date)

Approved by: City of Wayne Finance Officer, Nancy Braden (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		4th Street Paving Project		Application Number:		2			
Application Period:		September 2017		Application Date:		10/5/2017			
Bid Item No.	Item Description	Contract Information				C	D	E	F
		Item Quantity	Units	Unit Price	Total Value of Item (\$)				
	GROUP A - GRADING ITEMS								
1	MOBILIZATION	1	LUMP SUM	\$3,265.00	\$3,265.00	1	\$3,265.00		
2	GENERAL CLEARING AND GRUBBING	1	LUMP SUM	\$1,100.00	\$1,100.00	1	\$1,100.00		
3	EXCAVATION (ESTABLISHED QUANTITY)	14255	CU YD	\$3.00	\$42,765.00	14255	\$42,765.00		
4	REMOVE WALK	12	SQ YD	\$5.25	\$63.00	12	\$63.00		
5	REMOVE SIGN AND POST		EACH	\$800.00					
6	TRAFFIC CONTROL	1	LUMP SUM	\$6,400.00	\$6,400.00	1	\$6,400.00		
	GROUP B - PAVING ITEMS								
1	MOBILIZATION	1	LUMP SUM	\$5,480.00	\$5,480.00	1	\$5,480.00		
2	GRAVEL SURFACE COURSE		CY	\$65.00					
3	TIE BARS	24	EACH	\$6.00	\$144.00				\$144.00
4	CONCRETE CLASS 478-3500 SIDEWALK	746	SQ YD	\$34.00	\$25,364.00				\$25,364.00
5	DETECTABLE WARNING PANEL	100	SQ FT	\$24.00	\$2,400.00				\$2,400.00
6	8" CONCRETE PAVEMENT, CLASS 478-3500	5813	SQ YD	\$35.56	\$206,710.28	2178	\$77,449.68		\$129,260.60
7	RECONSTRUCT MANHOLE	2	EACH	\$400.00	\$800.00	2	\$800.00		
8	FLY ASH FOR SUBGRADE	991	TON	\$72.00	\$71,352.00				\$71,352.00
9	SUBGRADE PREPARATION	8258	SQ YD	\$1.75	\$14,451.50	2632	\$4,606.00		\$9,845.50
	GROUP C - UTILITY ITEMS								
1	MOBILIZATION	1	LUMP SUM	\$25,500.00	\$25,500.00	1	\$25,500.00		
2	CAST IRON COVER AND FRAME	1005	POUND	\$4.20	\$4,221.00				\$4,221.00
3	CAST IRON GRATE AND FRAME		POUND	\$5.00					
4	CAST IRON CURB INLET GRATE AND FRAME	1000	POUND	\$6.00	\$6,000.00				\$6,000.00
5	CURB INLET	8	EACH	\$3,950.00	\$31,600.00				\$31,600.00
6	AREA INLET		EACH	\$3,720.00					
7	MANHOLE	1	EACH	\$3,900.00	\$3,900.00				\$3,900.00
8	CONCRETE COLLAR	2	EACH	\$1,200.00	\$2,400.00				\$2,400.00
9	15" REINFORCED CONCRETE PIPE	163	LF	\$35.00	\$5,705.00				\$5,705.00
10	18" REINFORCED CONCRETE PIPE	401	LF	\$38.50	\$15,438.50	340	\$13,090.00		\$2,348.50
11	24" REINFORCED CONCRETE PIPE	854	LF	\$46.00	\$39,284.00	614	\$28,244.00		\$11,040.00
12	30" REINFORCED CONCRETE PIPE	320	LF	\$64.00	\$20,480.00	320	\$20,480.00		
13	36" REINFORCED CONCRETE PIPE		LF	\$77.00					
14	15" CONCRETE FLARED-END SECTION		EACH	\$800.00					
15	24" CONCRETE FLARED-END SECTION		EACH	\$900.00					
16	36" CONCRETE FLARED-END SECTION		EACH	\$1,500.00					
17	24" ROUND EQUIVALENT REINFORCED CONCRETE PIPE		LF	\$76.00					
18	24" ROUND EQUIVALENT REINFORCED CONCRETE FLARED-END SECTION		EACH	\$850.00					
19	ELBOW	2	EACH	\$1,200.00	\$2,400.00				\$2,400.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		4th Street Paving Project		Application Number:		2						
Application Period:		September 2017		Application Date:		10/5/2017						
Bid Item No.	Item Description	Contract Information			C	D	E	F				
		Item Quantity	Units	Unit Price					Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)
20	TAPPING EXISTING SANITARY SEWER MANHOLE	2	EACH	\$550.00	\$1,100.00	2	\$1,100.00		\$1,100.00	100.0%		
21	SANITARY MANHOLE	1	EACH	\$4,400.00	\$4,400.00	1	\$4,400.00		\$4,400.00	100.0%		
22	4" P.V.C. SANITARY SEWER PIPE	184	LF	\$16.00	\$2,944.00	235	\$3,760.00		\$3,760.00	127.7%		-\$816.00
23	8" P.V.C. SANITARY SEWER PIPE	572	LF	\$27.00	\$15,444.00	572	\$15,444.00		\$15,444.00	100.0%		
24	SEWER CLEANOUT	2	EACH	\$990.00	\$1,980.00	2	\$1,980.00		\$1,980.00	100.0%		
25	8" X 4" P.V.C. WYE	10	EACH	\$200.00	\$2,000.00	10	\$2,000.00		\$2,000.00	100.0%		
GROUP D - EROSION CONTROL												
1	MOBILIZATION	1	LUMP SUM	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%		
2	SEEDING, TYPE C	2.9	ACRE	\$80.00	\$232.00	1.2	\$96.00		\$96.00	41.4%		\$136.00
3	COVER CROP SEEDING		ACRE	\$300.00								
4	AREA INLET PROTECTION		EACH	\$180.00								
5	CURB INLET PROTECTION	106	LF	\$18.00	\$1,908.00							\$1,908.00
6	FABRIC SILT FENCE-LOW POROSITY	1321	LF	\$3.00	\$3,963.00	1523	\$4,569.00		\$4,569.00	115.3%		-\$606.00
7	FABRIC SILT FENCE-HIGH POROSITY	102	LF	\$3.50	\$357.00	59	\$206.50		\$206.50	57.8%		\$150.50
8	SILT CHECK, TYPE Z-LOW	148	LF	\$5.25	\$777.00							\$777.00
9	HYDROMULCH	2.7	TON	\$2,400.00	\$6,480.00	1.8	\$4,320.00		\$4,320.00	66.7%		\$2,160.00
10	RIPRAP FILTER FABRIC	48	SY	\$2.00	\$96.00							\$96.00
11	ROCK RIPRAP	52	TON	\$55.00	\$2,860.00							\$2,860.00
BID ALTERNATE 3 - 4TH STREET ADD												
1	CONCRETE CLASS 47B-3500 SIDEWALK	200	SY	\$31.00	\$6,200.00							\$6,200.00
2	8" CONCRETE PAVEMENT, CLASS 47B-3500	1138	SY	\$36.00	\$40,968.00							\$40,968.00
CHANGE ORDER ITEMS												
1	42" REINFORCED CONCRETE PIPE	500	LF	\$96.82	\$48,410.00	441	\$42,697.62		\$42,697.62	88.2%		\$5,712.38
2	42" CONCRETE FLARED-END SECTION	1	EACH	\$1,712.00	\$1,712.00	1	\$1,712.00		\$1,712.00	100.0%		
Totals							\$313,527.80		\$313,527.80	46.0%		\$367,526.48

Date of Issuance: October 9, 2017	Effective Date: October 9, 2017
Owner: City of Wayne	Owner's Contract No.: 42160701
Contractor: Robert Woehler & Sons Construction, Inc.	Contractor's Project No.: Logan Creek
Engineer: McLaury Engineering, Inc.	Engineer's Project No.: 42160701
Project: Logan Creek Bank Stabilization, 2017	Contract Name: N/A

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

Description: This is the final project closeout change order, zeroing out quantities used during the construction of the erosion control project on Logan Creek just east of the bridge on Highway 15 on the south edge of town. Additions to the project were from a soft subgrade at the bridge, removed and installed crushed base course to firm up the base to put concrete trail. Added the removal and replacement of the driveway approach coming into the property off Hwy 15.

Attachments: Tickets supplied by contractor.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 76,225.44	Original Contract Times: Substantial Completion: <u>November 1, 2017</u> Ready for Final Payment: <u>October 9, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ 76,225.44	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2017</u> Ready for Final Payment: <u>October 9, 2017</u> days or dates
Increase of this Change Order: \$ 5,751.69	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>November 1, 2017</u> Ready for Final Payment: <u>October 9, 2017</u> days or dates
Contract Price incorporating this Change Order: \$ 81,977.13	Contract Times with all approved Change Orders: Substantial Completion: <u>November 1, 2017</u> Ready for Final Payment: <u>October 9, 2017</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Henry McLaury</i></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)
Title: <u><i>Project Engineer</i></u>	Title: _____	Title: <u><i>Secretary</i></u>
Date: <u><i>10/10/17</i></u>	Date: _____	Date: <u><i>10/10/17</i></u>

CHANGE ORDER - SUMMARY

For (Contract):		Logan Creek Bank Stabilization										Change Order Number: 1 - Final	
Application Period:		August, 2017										Application Date: 10/9/2017	
Item No.	Item Description	Contract Information				Change Order Information				F	G		
		Original Item Quantity	Units	Unit Price	Total Value of Item (\$)	New Item Quantity	Units	New Unit Price	New Total Value of Item (\$)			Increase or (Decrease) in Contract Price (F - B)	
1	MOBILIZATION	1	LS	\$3,800.00	\$3,800.00	1	LS	\$3,800.00	\$3,800.00		\$0.00		
2	GENERAL CLEARING AND GRUBBING	1	LS	\$2,700.00	\$2,700.00	1	LS	\$2,700.00	\$2,700.00		\$0.00		
3	REMOVE WALK	286	SY	\$4.45	\$1,272.70	281.83	SY	\$4.45	\$1,254.14		(\$18.56)		
4	EXCAVATION (ESTABLISHED QUANTITY)	270	CUYD	\$8.24	\$2,224.80	270	CUYD	\$8.24	\$2,224.80		\$0.00		
5	EXCAVATION (BORROW)	100	CUYD	\$12.36	\$1,236.00	340	CUYD	\$12.36	\$4,202.40		\$2,966.40		
6	CONCRETE CLASS 47B-3000 SIDEWALK 7"	286	SQYD	\$76.22	\$21,798.92	293.48	SQYD	\$76.22	\$22,369.05		\$570.13		
7	PEDESTRIAN BARRIER RAIL	63	L.F.	\$20.10	\$1,266.30	0	L.F.	\$20.10	\$0.00		(\$1,266.30)		
8	SEEDING, TYPE A (BACKSLOPE AND DITCH)	1	LS	\$2,817.00	\$2,817.00	1	LS	\$2,817.00	\$2,817.00		\$0.00		
9	EROSION CONTROL, CLASS 1F	802	SQYD	\$6.96	\$5,581.92	700	SQYD	\$6.96	\$4,872.00		(\$709.92)		
10	RIPRAP FILTER FABRIC	595	SQYD	\$6.52	\$3,879.40	883	SQYD	\$6.52	\$5,757.16		\$1,877.76		
11	ROCK RIPRAP, TYPE B	465	TON	\$63.76	\$29,648.40	438.24	TON	\$63.76	\$27,942.18		(\$1,706.24)		
12	CRUSHED CONCRETE BASE COARSE	0	TON	\$40.00	\$0.00	100.96	TON	\$40.00	\$4,038.40		\$4,038.40		
Total											\$81,977.13		\$5,751.69

Deductions \$3,700.99
 Additions \$9,452.69

Contractor's Application for Payment No. 1 - Final

Application Period: September 2017	Application Date: 10/9/2017
To (Owner): City of Wayne	Via (Engineer): McLaury Engineering, Inc.
Project: Logan Creek Bank Stabilization	Contract: 1
Owner's Contract No.: 42160701	Engineer's Project No.: 42160701
	N/A

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$9,452.69	\$3,700.99
TOTALS	\$9,452.69	\$3,700.99
NET CHANGE BY CHANGE ORDERS	\$5,751.69	

1. ORIGINAL CONTRACT PRICE..... \$ 576,225.41
2. Net change by Change Orders..... \$ 5,751.69
3. Current Contract Price (Line 1 ± 2)..... \$ 581,977.10
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 581,977.13
5. RETAINAGE:
 - a. X \$81,977.13 Work Completed..... \$
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 581,977.13
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ 581,977.13
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 581,977.13 (Line 8 or other - attach explanation of the other amount)

is recommended by: Tom McLaury (Engineer) 10/10/17 (Date)

Payment of: \$ 581,977.13 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Contractor Signature: Tom McLaury Date: 10/10/17

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Logan Creek Bank Stabilization		Application Number:		1 - Final					
Application Period:		September 2017		Application Date:		10/9/2017					
Bid Item No.	Item Description	Contract Information				C	D	E	F		
		Item Quantity	Units	Unit Price	Total Value of Item (\$)					Estimated Quantity Installed	Value of Work Installed to Date
1	MOBILIZATION	1	LS	\$3,800.00	\$3,800.00	1	\$3,800.00		\$3,800.00	100.0%	
2	GENERAL CLEARING AND GRUBBING	1	LS	\$2,700.00	\$2,700.00	1	\$2,700.00		\$2,700.00	100.0%	
3	REMOVE WALK	281.83	SY	\$4.45	\$1,254.14	281.83	\$1,254.14		\$1,254.14	100.0%	
4	EXCAVATION (ESTABLISHED QUANTITY)	270	CUYD	\$8.24	\$2,224.80	270	\$2,224.80		\$2,224.80	100.0%	
5	EXCAVATION (BORROW)	340	CUYD	\$12.36	\$4,202.40	340	\$4,202.40		\$4,202.40	100.0%	
6	CONCRETE CLASS 47B-3000 SIDEWALK 7"	293.48	SQYD	\$76.22	\$22,369.05	293.48	\$22,369.05		\$22,369.05	100.0%	
7	PEDESTRIAN BARRIER RAIL		L.F.	\$20.10							
8	SEEDING, TYPE A (BACKSLOPE AND DITCH)	1	LS	\$2,817.00	\$2,817.00	1	\$2,817.00		\$2,817.00	100.0%	
9	EROSION CONTROL, CLASS 1F	700	SQYD	\$6.96	\$4,872.00	700	\$4,872.00		\$4,872.00	100.0%	
10	RIPRAP FILTER FABRIC	883	SQYD	\$6.52	\$5,757.16	883	\$5,757.16		\$5,757.16	100.0%	
11	ROCK RIPRAP, TYPE B	438.24	TON	\$63.76	\$27,942.18	438.24	\$27,942.18		\$27,942.18	100.0%	
CO#1	CRUSHED CONCRETE BASE COARSE	100.96	TON	\$40.00	\$4,038.40	100.96	\$4,038.40		\$4,038.40	100.0%	
Totals							\$81,977.13		\$81,977.13	100.0%	