

(Amended: 11/2/15)

AGENDA
CITY COUNCIL MEETING
November 3, 2015

1. [Approval of Minutes – October 20, 2015](#)
2. [Approval of Claims](#)

The City Council will be hearing public comments on the following agenda items: 4

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 City 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 the recommendation from the LB840 Sales Tax Advisory Committee on a Request by Wayne Area Economic Development for a grant in the amount of \\$5,000 for its role with administering the Wayne Economic Development Program, which includes reviewing the program with potential projects, attending committee meetings, attending Council meetings for both requests and semi-annual reports and preparing reports.](#)

Background: This is an annual allocation of LB840 funds that is a part of the development and community marketing plan approved by the voters in 2008.

4. [*Ordinance 2015-44: Amending Wayne Municipal Code Section 78-134 Relating to Parking Time Limits of 15 Minutes, 30 Minutes, and 1 Hour \(one-hour parking from alley on E. 2nd Street east to Logan Street\) Second Reading](#)
5. [Resolution 2015-94: Accepting Bid and Awarding Contract on the City Hall Roof Replacement Project](#)

Background: We have received three bids for this work. We are still evaluating the bids and will have a recommendation for you on Tuesday night.

6. [Action on Application for Payment No. 3 for the “2015 Wastewater Treatment Facility Improvements — Phases 3, 4, & 5 Project” in the amount of \\$146,199.12 to Eriksen Construction](#)

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

7. [Action on Application for Payment No. 4 for the “2016 Wayne Aquatic Center Project” in the amount of \\$175,746.94 to Christiansen Construction Co., LLC](#)

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

8. [Action on Contractor's Application for Payment No. 1 for the "Grainland Road Water & Sewer Extension Project" in the amount of \\$99,912.12 to Robert Woehler & Sons Construction, Inc.](#)

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

9. [Action on revised Interlocal Agreement with the Nebraska Community Energy Alliance.](#)

Background: The original Interlocal Agreement had 9 cities as members. It requires the unanimous approval of every member to make any amendments to update the Agreement. Now, we have 22 members across Nebraska. The NCEA board members representing the cities want to make some changes to improve our procedures, and we prefer to not have to require this Interlocal Agreement on the agenda of every member governing body for unanimous approval every time we want to make a change.

This amended Agreement amends the original Interlocal Agreement to:

1. Allow a vote of the NCEA board members representing the cities to amend the Interlocal Agreement at a board meeting; and
2. Establish an executive committee to conduct some of the routine business of the NCEA board when a quorum of the total board isn't present.

Recommendation: The recommendation of Lowell Johnson, City Administrator and Wayne representative to NCEA, is to approve the proposed amended Interlocal Agreement.

10. [*Action to approve Budget Amendment Request for Community Development Block Grant #13-CIS-106 for CDBG Fund Allocations](#)

Background: After completion of all of the CDBG projects, the Clearance and Demolition line item went under budget by \$4,335, and the Public Facilities line item went over budget by \$39,000. Along with moving money in the project activities, we would also like to move \$8,325 of general administration to the Public Facilities budget, which will leave \$2,000 in the general administration for grant closeout.

11. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
October 20, 2015**

The Wayne City Council met in regular session at City Hall on Tuesday, October 20, 2015, 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, Jennifer Sievers, Nick Muir, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Jon Haase.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 8, 2015, 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 Giese made a motion, which was seconded by Councilmember Greve, whereas, the Clerk has prepared copies of the Minutes of the meeting of October 6, 2015, 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 Haase who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS:

FISCAL YEAR 2014-2015: A-1 TEXTILES, SU, 346.99; ARC-HEALTH & SAFETY, SE, 171.00; BAKER & TAYLOR BOOKS, SU, 751.77; BOMGAARS, SU, 1170.95; BROWN SUPPLY, SU, 2407.02; CARHART LUMBER CO, SU, 77.31; CERTIFIED TESTING SERVICE, SE, 529.50; ENGINEERED CONTROLS, SE, 384.00; FLOOR MAINTENANCE, SU, 150.85; GERHOLD CONCRETE, SU, 644.00; HAWKINS, INC, SU, 805.51; HD SUPPLY WATERWORKS, SU, 2292.98; KRIZ-DAVIS, SU, 19952.29; KTCH, SE, 1091.12; LUTT OIL, SU, 4549.66; MIDWEST LABORATORIES, INC, SE, 1176.50; NPPD, SE, 362635.06; NE SAFETY COUNCIL, SE, 18.54; PROVIDENCE MEDICAL CENTER, SE, 61.00; S & S WILLERS, SU, 1725.00; SPARKLING KLEAN, SE, 700.00; STADIUM SPORTING GOODS, SU, 1659.40; STAPLES ADVANTAGE, SU, 288.44; TYLER TECHNOLOGIES, FE, 667.50; US BANK, SU, 2191.71; VAKOC BUILDER'S RESOURCE, SE, 405.98; WAYNE AUTO PARTS, SU, 275.68; WESCO, SU, 293.18; WAPA, SE, 20388.01; ENGINEERED EQUIPMENT, SU, 715.00; FLOOR MAINTENANCE, SU, 93.11; JEO CONSULTING

GROUP, SE, 9947.00; NE AIR FILTER, SU, 185.71; NNPPD, SE, 12134.60; WAYNE STATER, SE, 144.00

FISCAL YEAR 2015-2016: FAITH REGIONAL, SE, 60.00; AMERICAN LIBRARY ASSOC, FE, 209.00; AMERICAN RED CROSS, RE, 19.62; AMERITAS, SE, 2440.71; APPEARA, SE, 176.94; CITY EMPLOYEE, RE, 440.14; CITY EMPLOYEE, RE, 168.08; CENTURION TECHNOLOGIES, SE, 76.00; CHAMPION COATINGS, SE, 173850.00; CHEMQUEST, SE, 595.00; CHRISTIANSEN CONSTRUCTION, SE, 110819.84; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, SE, 625.00; CITY OF WAYNE, PY, 63340.87; CITY OF WAYNE, RE, 603.15; COMMUNITY HEALTH, RE, 4.00; CITY EMPLOYEE, RE, 1637.38; CREATIVE DISPLAYS, SU, 248.35; DGR & ASSOCIATES, SE, 6175.11; ECHO GROUP, SU, 692.05; CITY EMPLOYEE, RE, 198.41; ELECTRIC PUMP, SU, 748.63; ELECTRONIC ENGINEERING, SE, 515.00; EMPLOYERS MUTUAL CASUALTY, SE, 294.69; ERIKSEN CONSTRUCTION, SE, 171045.00; ERNEST E PING, SE, 392.00; FLOOR MAINTENANCE, SU, 74.74; CITY EMPLOYEE, RE, 722.08; CITY EMPLOYEE, RE, 285.14; GARY BOEHLE, RE, 69.75; GERHOLD CONCRETE, SU, 455.59; GREG MOSELY, RE, 300.00; HAWKINS, INC, SU, 96.55; IAEI, FE, 120.00; IAEI, FE, 102.00; ICMA, SE, 6124.29; INTERSTATE ALL BATTERY, SU, 188.94; IRS, TX, 23155.28; KELLY SUPPLY, SU, 153.22; KRIZ-DAVIS, SU, 5017.32; LEAGUE OF NEBRASKA, FE, 1407.00; CITY EMPLOYEE, RE, 119.96; CITY EMPLOYEE, RE, 239.00; NE CODE OFFICIAL, FE, 130.00; NE DEPT OF REVENUE, TX, 3294.92; NORTHWEST ELECTRIC, SU, 162.97; PUSH-PEDAL-PULL, SE, 154.70; ROGER SCHWANKE, RE, 317.40; CITY EMPLOYEE, RE, 124.70; SALT CREEK SOFTWARE, SU, 735.32; SPARKLING KLEAN, SE, 2474.83; STATE NEBRASKA BANK, SE, 66.72; SUTTON, TIM, RE, 40.50; UNITED WAY, RE, 6.00; VAN DIEST SUPPLY, SU, 20.83; VIAERO, SE, 132.17; W.T. COX SUBSCRIPTIONS, SU, 1768.14; WAYNE COUNTY COURT, RE, 300.00; WATCHGUARD VIDEO, SU, 4000.00; WESCO, SU, 824.97; APPEARA, SE, 71.56; BLUETARP FINANCIAL, SE, 39.99; CITY OF WAYNEK, RE, 150.00; CITY OF WAYNE, RE, 150.00; DEARBORN NATIONAL LIFE, SE, 1919.36; DEMCO, SU, 136.41; CITY EMPLOYEE, RE, 1895.11; ECHO GROUP, SU, 251.30; ED. M FELD EQUIPMENT, SE, 253.40; FASTENAL, SU, 84.39; CITY EMPLOYEE, RE, 107.78; GALE GROUP, SU, 196.22; GERHOLD CONCRETE, SU, 178.00; ISLAND SPRINKLER SUPPLY, SU, 166.87; CITY EMPLOYEE, RE, 385.76; KRIZ-DAVIS, SU, 593.85; MERIT MECHANICAL, SE, 3855.00; NORFOLK DAILY NEWS, SU, 153.00; OLSSON ASSOCIATES, SE, 964.00; PITNEY BOWES, SU, 253.85; PREMIER PORTABLE BUILDING, SU, 4389.25; STADIUM SPORTING GOODS, SU, 232.00; STAPLES ADVANTAGE, SU, 113.82; VERIZON, SE, 99.29; WAYNE COMMUNITY SCHOOLS, SU, 178.54; WESCO, SU, 1168.44; ZEE MEDICAL SERVICE, SU, 98.28

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, 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. In addition, he advised the public that the Council would take public comments on agenda items 5, 7 and 9.

Sandy Brown and Lois Shelton, representing the Wayne Green Team, updated Council on what the Green Team is and has been doing and showed a video showing the same. They also presented to the Council, which they asked to be located in Council Chambers, the award they received for their efforts — the “Wastecap Nebraska Green Team of the Year” award.

Because Fire Chief Phil Monahan and Dylan Ellis were not at the meeting, Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, to take action on the Wayne Volunteer Fire Department Application for Membership of Dylan Ellis until they arrived. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Mayor Chamberlain stated the time was at hand for the public hearing regarding an application for a Retail Class C Liquor License for Miss Molly’s Coffee Company, LLC, d/b/a “Miss Molly’s.”

Kyle Dahl, representing Miss Molly’s Coffee Company, LLC, was present to answer questions.

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 Sievers introduced Resolution No. 2015-91 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2015-91

A RESOLUTION APPROVING APPLICATION FOR RETAIL CLASS C LIQUOR LICENSE — MISS MOLLY’S COFFEE COMPANY, LLC, D/B/A “MISS MOLLY’S.”

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

The following Ordinance would establish one-hour parking on the north side of East 2nd Street, going from the alley east to Logan Street. This request came from the Torres Family Restaurant owner.

Councilmember Sievers stated another person told her he was going to ask for one-hour parking in front of his business, too.

Councilmember Karsky thought each request would have to be looked at on a case-by-case basis because they are not all the same.

Councilmember Brodersen stated she talked with a business owner in the Mineshaft Mall who was in favor of this because they wanted to see businesses there succeed.

Mayor Chamberlain stated this is a unique situation where we have a high concentration of businesses that need temporary traffic and parking stalls in a half block.

Councilmember Muir introduced Ordinance No. 2015-44, and moved for its approval; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-44

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 15 MINUTES, 30 MINUTES, AND 1 HOUR; LOCATION; 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 Haase who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

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

Councilmember Giese made a motion, which was seconded by Councilmember Muir, approving the membership application of Dylan Ellis to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

The following Resolution would approve the Service/Consultant Agreement with Northeast Nebraska Economic Development District for the general administration of the CIS grant (this is year two of a three-year grant) for a sum not to exceed \$13,000. This grant will probably be used to replace old water and sewer lines.

Councilmember Sievers introduced Resolution No. 2015-92 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2015-92

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF THE COMPREHENSIVE INVESTMENT AND STABILIZATION GRANT (13-CIS-106).

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

The following Resolution would reaffirm the Project Engineer (Advanced Consulting Engineering Services) and approve the plans and specifications and estimate of cost of \$130,000 (\$60,000 for water and \$70,000 for sewer) for the "Logan Valley Drive Water & Sewer Extension Project," and authorize the City Clerk to begin advertising for bids.

John Zwingman of Advanced Consulting Engineering Services was present to answer questions regarding the project. He advised the Council that 1,158 feet of water main and 1,200 feet of sewer main will be installed. The project should take 4-6 weeks to complete, and June 15th

is the scheduled completion date. Bids will be opened November 12th, with the award being at the November 17th Council meeting.

Councilmember Sievers introduced Resolution No. 2015-93 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2015-93

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE "LOGAN VALLEY DRIVE WATER & SEWER EXTENSION PROJECT," AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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

City Administrator Johnson stated we have received the new "Wayne Urban Area Boundary Map," from the Department of Roads. This map is revised about every ten years by the Department of Roads. Council must approve the same. The only change on this map is the reclassification of Highway 35 going through town.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving the "Wayne Urban Area Boundary Map." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase 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 Haase who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:09 p.m.

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CLAIMS LISTING NOVEMBER 3, 2015

AMAZON.COM, LLC	CD'S/OFFICE SUPPLIES/NAPKINS	590.86
AMERICAN RED CROSS	PAYROLL DEDUCTIONS	19.62
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,321.16
AMY K. MILLER	ATTORNEY FEES	5,416.67
APPEARA	MAT SERVICE	109.77
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
B & D DIAMOND PRO, INC	DIAMOND PRO /PLATE CLAY	1,720.00
BARCO MUN PRODUCTS INC	HIP BOOTS	229.51
CITY EMPLOYEE	HEALTH REIMBURSEMENT	58.43
BLACK HILLS	GAS BILLS	289.06
BLACKBURN MANUFACTURING	MARKING FLAGS	660.06
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUM	31,074.72
BOMGAARS	CAULK/EDGER/OIL/GREASE/GLOVES ETC	609.22
CITY EMPLOYEE	HEALTH REIMBURSEMENT	121.40
CITY EMPLOYEE	SAFETY SHOES	150.00
CENTURYLINK	TELEPHONE CHARGES	414.97
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUNDS	300.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUNDS	350.00
CITY OF WAYNE	MILEAGE REIMBURSEMENT	144.90
CITY OF WAYNE	PAYROLL	64,282.99
CITY OF WAYNE	TREE INCENTIVE	50.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
CPO	REGISTRATION-B MEYER	150.00
DE LAGE LANDEN FINANCIAL	COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	116.96
DEMCO INC	VIDEO BROWSER PAK	270.65
CITY EMPLOYEE	HEALTH REIMBURSEMENT	271.60
ECHO GROUP INC JESCO	LED BULB	118.13
FASTENAL CO	WASHERS/BOLTS	94.30
FIRE CATT, LLC	FIRE HOSE TESTING	1,916.90
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	73.59
GEMPLER'S INC	HOSE WASHER/RECEPTACLE/CONNECT KIT	95.60
GERHOLD CONCRETE CO INC.	CONCRETE	270.00
GROSSENBURG IMPLEMENT INC	BLADE/FILTERS	129.40
CITY EMPLOYEE	HEALTH REIMBURSEMENT	727.20
HEIMAN INC	MOUNTING ADAPTER	58.85
HOLIDAY INN-DOWNTOWN	LODGING	947.55
HOMETOWN LEASING	COPIER LEASE	412.86
ICMA RETIREMENT	RETIREMENT	6,406.43
IRS	FEDERAL WITHHOLDING	23,358.82
JENSEN CONSTRUCTION D.T.	CLEAN OUT HILLSIDE DRAINAGE DITCH	7,800.00
JEO CONSULTING GROUP	AQUATIC CENTER	13,468.50
JON WREN	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	4,868.76
CITY EMPLOYEE	HEALTH REIMBURSEMENT	367.79

KRIZ-DAVIS COMPANY	QUICK PATCH	58.85
L.G. EVERIST	ROCK	1,195.40
CITY EMPLOYEE	MEAL REIMBURSEMENT	10.26
LIBRARY IDEAS	MUSIC & STREAMING SUBSCRIPTION	1,543.00
LIFETIME PRODUCTS INC	8 AUDITORIUM TABLES	1,230.00
LIVING HERE	SUBSCRIPTION RENEWAL	17.00
LOVE SIGNS	TRAIL SIGN	175.24
MARK ALBENESIUS, INC.	VINTAGE HILL SEWER REROUTE	65,155.00
MARRIOTT HOTELS	LODGING - ANNUAL CONFERENCE	822.98
NE DEPT OF REVENUE	STATE WITHHOLDING	3,295.21
NE LIBRARY COMMISSION	ANNUAL OVERDRIVE PARTICIPATION	800.00
NE PUBLIC HEALTH	COLIFORM TESTING	2,363.00
NORFOLK GM AUTO CENTER	NEW RACK/HUBS/ROTOR-S-HANDIVAN	2,124.60
NORTHEAST NE PUBLIC POWER	ELECTRICITY	5,820.00
OAKSTONE PUBLICATIONS	TOP SAFETY SUBSCRIPTION	138.60
PEERLESS WIPING CLOTH CO	WASH TOWELS	240.00
SANDRA ATKINS	AED/FIRST AID TRAINING	325.00
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	145.51
SOCIETY FOR HUMAN	MEMBERSHIP RENEWAL	190.00
STADIUM SPORTING GOODS	SHIRTS/EMBROIDERY	144.00
STATE NEBRASKA BANK	PUBLIC SAFETY BONDS	8,725.00
STATE NEBRASKA BANK	CAC PETTY CASH	100.00
THOMPSON INFORMATION	FAIR LABOR STANDARDS	536.99
THREE RIVERS LIBRARY SYSTEM	REGISTRATION	5.00
CITY OF WAYNE	SAFETY BOOTS	150.00
TYLER TECHNOLOGIES	UTILITY ONLINE BILLING	200.00
UNITED WAY	PAYROLL DEDUCTIONS	6.00
US BANK	EMAIL FILTERING/COMPUTER/BATTERIES	3,542.24
UTILITIES SECTION	HEARTLAND CONFERENCE	645.00
VAKOC BUILDER'S RESOURCE	WINDOW	126.76
VIAERO	CELL PHONES	243.22
WAYNE AREA ECONOMIC DEVEL	NOV 15 CONTRIBUTION	7,216.66
WAYNE COMMUNITY HOUSING	ENERGY INCENTIVES	4,247.38
WAYNE COUNTY COURT	BONDS	7,650.00
WAYNE HERALD	SUBSCRIPTION RENEWALS	96.00
WESCO DISTRIBUTION INC	CABLE JACKET REPAIR	235.40
WISNER WEST	FD GASOLINE	200.92

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**Economic Development
Chamber ■ Main Street**

October 27, 2015

Lowell Johnson
City Administrator
306 Pearl Street
PO Box 8
Wayne, NE 68787

RE: Sales Tax Advisory Committee – recommendation for *Wayne Area Economic Development* (\$5,000)

Dear Lowell,

The Sales Tax Advisory Committee met on October 8 and reviewed an application to Wayne’s Economic Development Program fund.

The committee recommended approving the request by *Wayne Area Economic Development* for its role with administering the Wayne Economic Development Program as a grant for \$5,000. This role includes reviewing the program with potential projects, attending committee meetings, attending Council meetings for both requests and semi-annual reports, and preparing reports.

Using its “LB 840 Application Review” matrix, the committee scored the project with the following: *Doesn’t Meet* scored 34; *Doesn’t Meet/Somewhat Meets* scored 1; *Somewhat Meets* scored 9; *Somewhat Meets/Meets* scored 3; and *Meets* scored 13. This scoring is used for deliberation only. The committee does not use a raw number threshold to recommend projects to the City Council.

Please convey this recommendation to the members of the City Council so necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Wes Blecke".

Wes Blecke
Executive Director

APPLICATION FOR WAYNE'S ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND

Application Number:
Date Received October 08, 2015

LB840 (form approved 073109)

2015

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION								
Applicant Name Wayne Area Economic Development	Name/Business Jessi Hansen, Office Manager								
Mailing Address 108 W 3 rd St	Address 108 W 3 rd St								
Wayne NE 68787 (City) (State) (ZIP)	Wayne NE 68787 (City) (State) (Zip)								
Telephone Number 375-2240	Telephone Number 375-2240								
Fax Number Federal Tax ID Number 20-3524694	Federal Tax ID # / SS# 20-3524694								
Email Address info@waynetworks.org	Email Address jehansen@waynetworks.org								
3. BUSINESS TYPE <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____	5. FUNDING SOURCES								
4. ASSISTANCE TYPE REQUESTED <input type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Other _____	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WEDP Funds Requested</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>Matching Funds</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Other Funds</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>Total Project Funds</td> <td style="text-align: right;">\$ 10,000</td> </tr> </table> <p><i>(Round amounts to the nearest hundred dollars.)</i></p>	WEDP Funds Requested	\$ 5,000	Matching Funds	\$	Other Funds	\$ 5,000	Total Project Funds	\$ 10,000
WEDP Funds Requested	\$ 5,000								
Matching Funds	\$								
Other Funds	\$ 5,000								
Total Project Funds	\$ 10,000								

6. PROGRAM SUMMARY: Brief narrative description of the project for which WEDP funds are requested

WAED is making its annual application requesting funds to help cover costs associated with administering the LB 840 Fund for the City of Wayne. These costs include staff time to meet with potential applicants, attend committee meetings to review applications, prepare semi-annual reports, attend City Council meetings representing the Committee and reporting semi-annually on the program. Over the last few years, this request has been reduced to \$5000 from LB 840 since Wayne County increased its contribution to WAED by \$5000.

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WEDP funds.

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds.

	Jessi Hansen, Office Manager	10/08/15
Signature in ink	Typed Name and Title	Date Signed
	Wes Blecke, Executive Director	10/08/15
Attest	Typed Name and Title	Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:
 Wayne Economic Development Program Fund
 108 W 3rd St
 Wayne, NE 68787
 (402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.	5,000		5,000	10,000	Wayne County
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.					
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
TOTAL PROGRAM COSTS	5,000		5,000	10,000	

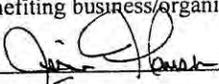
APPLICANT CERTIFICATIONS

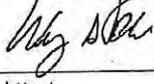
- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By: _____ Date: _____

If benefiting business/organization is a Corporation, sign below:

By:  Date: 08 Oct. 15



Wes Blecke/Executive Director
Typed Name/Title

10/08/15
Date

Attest

ORDINANCE NO. 2015-44

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 15 MINUTES, 30 MINUTES, AND 1 HOUR; LOCATION; 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 Chapter 78, Article III, Section 78-134 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

78-134 Parking time limits of 15 minutes, 30 minutes, and 1 hour; location

- (a) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than 1 hour upon the following locations:
 - 1. The west side of Pearl Street from 140 feet 8 inches south of the centerline of West 3rd Street to 200 feet 8 inches south of the centerline of West 3rd Street.
 - 2. The north side of East 2nd Street from ~~130 feet west of the centerline of the west side of the centerline~~ of Logan Street to 173 feet west of the centerline of Logan Street.
 - 3. The east side of Pearl Street from 74 feet north of the centerline of West 3rd Street to
 - 4. 134 feet north of the centerline of West 3rd Street.

- (b) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than 15 minutes upon the following locations:
 - 1. The west side of Pearl Street from 40 feet north of the centerline of West 3rd Street to 129 feet north of the centerline of West 3rd Street.

- (c) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

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 _____ day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2015-94

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
"CITY HALL ROOF REPLACEMENT PROJECT."**

WHEREAS, three bids were received on October 23, 2015, on the "City Hall Roof Replacement;" and

WHEREAS, the bids have been reviewed by the City Staff; and

WHEREAS, staff is recommending that the contract be awarded to _____ for \$ _____.

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 "City Hall Roof Replacement Project," as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

Bidder

Amount

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the contractor for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 3rd day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



October 26, 2015

Lowell Johnson, City Administrator
City of Wayne
PO Box 8
Wayne, NE 68787

RE: Wayne, Nebraska
2015 Wastewater Treatment Facility Improvements
JEO Project No. 140876

Dear Lowell:

Enclosed for your consideration are four (4) copies of Application for Payment No. 3 for the above referenced project. The Contractor is making progress and the weather continues to be cooperative.

The contractor recently completed the first wall pour of five on the digester. They have also started the biosolids building. The footing is in, plumbing roughed in, and the stem walls are being built. Both the contractor and JEO would like to see the building walls up and digester walls completed before freezing sets in but this doesn't seem likely. The contractor will likely have to erect some temporary enclosures to finish work when weather requires.

Application No. 3 includes the next 25% mobilization bring this to 50%, digester wall, biosolids building work, stored materials and other miscellaneous items. We recommend approval of Pay Application No. 3 in the amount of \$146,199.12 to Eriksen Construction. We are conducting payroll reviews. The contractor is slightly behind thus we recommend holding payment until the payroll is current. We will advise when it is up to date.

Upon the City's approval, please forward one copy of the documents to the Contractor with payment, one to JEO, one to NDEQ and keep the other for your file. If you have any questions, please feel free to contact me.

Sincerely,

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

Roger S. Protzman
Senior Project Engineer

RSP:skw
Enclosures

Pc: Eriksen Construction Co., Inc.

140876LTR102615-Pay App 3.docx

Progress Estimate - Lump Sum Work

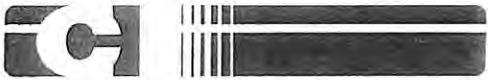
Contractor's Application

For (Contract):		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5		Application Number: 3			
Application Period:		Ending October 31, 2015		Application Date: 10/22/15			
Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			D From Previous Application (C+D)	D This Period			
1	General Requirements / Mobilization	\$81,000.00	\$20,250.00	\$20,250.00		\$40,500.00	\$40,500.00
2	Bond	\$24,300.00	\$24,300.00			\$24,300.00	
3	Concrete Reinforcement	\$55,000.00	\$36,000.00	\$11,000.00		\$47,000.00	\$8,000.00
4	Concrete Footings	\$15,000.00	\$10,000.00	\$3,500.00		\$13,500.00	\$1,500.00
5	Concrete Floor Slabs	\$11,000.00			\$4,990.03	\$4,990.03	\$6,009.97
6	Digester Base Slab	\$40,000.00	\$40,000.00			\$40,000.00	
7	Digester Walls	\$98,000.00		\$35,000.00	\$754.00	\$35,754.00	\$62,246.00
8	Drying Bed Footings & Walls	\$25,000.00		\$20,000.00		\$20,000.00	\$5,000.00
9	Masonry	\$55,000.00					\$55,000.00
10	Miscellaneous Metals	\$33,000.00					\$33,000.00
11	Rough Carpentry	\$6,500.00					\$6,500.00
12	FRP Panels	\$2,000.00					\$2,000.00
13	Insulation	\$1,000.00					\$1,000.00
14	Shingles	\$3,000.00					\$3,000.00
15	Flashing & Gutters	\$1,500.00					\$1,500.00
16	Joint Sealants	\$1,500.00					\$1,500.00
17	H.M. Doors/Hwd Jams set	\$4,000.00		\$2,000.00		\$2,000.00	\$2,000.00
18	Sectional Doors	\$5,000.00					\$5,000.00
19	Painting and Coatings	\$69,000.00					\$69,000.00
20	Specialties	\$1,500.00					\$1,500.00
21	Pipe Support Systems	\$8,000.00					\$8,000.00
22	Plumbing Biosolid sewer rough-in	\$5,000.00		\$2,000.00	\$1,506.43	\$3,506.43	\$1,493.57
23	HVAC	\$39,000.00					\$39,000.00
24	Electrical	\$130,000.00					\$130,000.00
25	VPD's	\$8,000.00					\$8,000.00
26	Earthwork Excv-digester+bi-solids	\$72,000.00	\$45,000.00	\$16,200.00		\$61,200.00	\$10,800.00
27	Backfill	\$41,000.00					\$41,000.00
28	Erosion Control	\$2,500.00	\$2,500.00			\$2,500.00	
29	Paving & Sidewalks	\$35,000.00					\$35,000.00
30	Aggregate Surfacing	\$3,500.00					\$3,500.00
31	Seeding	\$1,500.00					\$1,500.00
32	Controls	\$54,500.00					\$54,500.00
33	Valves 2-10" gate & 6" telescoping mat Excv_Tap	\$32,000.00		\$500.00	\$8,431.31	\$8,931.31	\$23,068.69
34	Site Piping	\$80,000.00	\$8,000.00	\$1,500.00	\$32,707.42	\$42,207.42	\$37,792.58
35	Air Piping WL Sleeves	\$10,500.00		\$1,000.00		\$1,000.00	\$9,500.00
36	Flanged Piping	\$79,000.00	\$4,000.00		\$1,104.28	\$5,104.28	\$73,895.72
37	Flow Meter	\$5,000.00					\$5,000.00
38	Rotary Lobe Blower	\$135,000.00					\$135,000.00
39	Rotary Lobe Pump	\$21,500.00					\$21,500.00

Stored Material Summary

Contractor's Application

For (Contract):		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5		Application Number: 3				
Application Period:		Ending October 31, 2015		Application Date: 10/22/15				
A Bid Item No.	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E		F		G Materials Remaining in Storage (\$ (D + E - F))
				Storage Location	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work Date (Month/Year)	
5	0204981-IN		Trench Drain forms and Grating	JOB	\$4,990.03	\$4,990.03		\$4,990.03
7	CI 325546		Damp proofing digester walls	JOB	\$754.00	\$754.00		\$754.00
33	40049866-00		10" Mueller Gate Valves 2 each	JOB	\$2,570.00	\$2,570.00		\$2,570.00
33	50035698-00		6" Halliday Telescoping Valves 2 each	JOB	\$5,861.31	\$5,861.31		\$5,861.31
22	39195		Plumbing Water line Biosolids	JOB	\$872.36	\$872.36		\$872.36
22	39195-01		Plumbing Drains Biosolids	JOB	\$634.07	\$634.07		\$634.07
34	38753		DIP Site Piping	JOB	\$5,662.15	\$5,662.15		\$5,662.15
34	38568		DIP Site Piping	JOB	\$878.40	\$878.40		\$878.40
34	38842		DIP, PEP Water Line Site Piping	JOB	\$22,078.11	\$22,078.11		\$22,078.11
34	38842-01		DIP Site Piping	JOB	\$118.51	\$118.51		\$118.51
34	38842-02		Frame, Covers & Grates Site Piping	JOB	\$1,670.00	\$1,670.00		\$1,670.00
34	39003		DIP Valve boxes, adaptors Site Piping	JOB	\$2,300.25	\$2,300.25		\$2,300.25
36	38568		DIP Flanged Pipe	JOB	\$1,104.28	\$1,104.28		\$1,104.28
				Totals		\$49,493.47		\$49,493.47



INVOICE

Remit to: P.O. Box 80268
Lincoln, NE 68501

Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

Page 1

Job: 7382 WAYNE WASTEWATER TREATMENT FAC
209 DEARBORN AVE
WAYNE NE

Account Number	27769
Invoice Date	10/12/15
Invoice Amount	754.00
Invoice Number	CI 325546
Amount Paid	

Bill To: ERIKSEN CONSTRUCTION CO INC
PO BOX 610
BLAIR NE 68008-0610

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Invoice No.: CI 325546 Invoice Date: 10/12/15 PO No.: 69480 ✓ Order: SD 1643950 Ship#: 266605

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	EMLSN 2 BRUSH GD DAMP PROOF PL 561021 SEALMASTIC TYPE II	20.00 EA	37.7000 ✓	0.00	754.00

*637 Wayne
Rogers & Alan
10-26-15
X*

*88
Subst
03
Final*

Account: 27769 ERIKSEN CONSTRUCTION CO INC
Job: 7382 WAYNE WASTEWATER TREATMENT FAC
Tax Code: CINTE Nebraska Tax Exempt

Sub Total	754.00
Sales Tax	0.00
Total Amount	754.00

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

Invoice - Customer Copy

10/28/15

UTILITY EQUIPMENT CO.
3739 STATE ST
PO BOX 1290
BETTENDORF IA 52722
Phone: 563-355-5376

* INVOICE *

Invoice # 40049866-000
Inv Date: 09-24-15
Page: 1

Sold To:

Ship To:

ERIKSEN CONSTRUCTION
CO INC
PO BOX 610
BLAIR NE 68008

(ATTN:GLENN OR ROGER)
C/O JOB:CITY OF WAYNE WWTP
209 DEARBORN AVENUE
WAYNE NE

P.O. # ROGER

Phone: 402-426-3119
Fax: 402-426-3150

Terms	Order#/Rel	Cust #	SalesRep	Ship Via	Req-Dt	Reference
N30/INV DATE	40049866-000	56650	OM HOUSE	OUR TRUCK	092315	N40049866

FRT ON BOARD DESTINATION, FRT PREPAID & ADDED

Stock #	Ordered	Shipped	BackOrd	U/M	Unit Price	Extension
A23622310LL 10" A2362-23 DI BODY MJ GATE VALVE, L/ACC	1	2		EA	1229.00	1229.00 ⁰²
OSBHST10 10" MJ ACC SET W/BIRMINGHAM NUTS & BOLTS	3	3		EA	24.00	72.00
\$40 DROP CHARGE	1	1			.00	.00

Make Gate Valve

Sub Total	1301.00	2530 ⁰²
DROP CHARG	40.00	
TOTAL	1341.00	2570 ⁰²

*637 Wayne
Roger C. Olson
September 24, 2015*

X

UTILITY EQUIPMENT CO.
3739 STATE ST
PO BOX 1290
BETTENDORF IA 52722
Phone: 563-355-5376

* INVOICE *

Invoice # 50035698-000
Inv Date: 10-15-15
Page: 1

Sold To:

ERIKSEN CONSTRUCTION
CO INC
PO BOX 610
BLAIR NE 68008

Ship To:

(ATTN:KYLE) C/O JOB:CITY OF WAYNE
WASTEWATER TREATMENT FACILITY
209 DEARBORN AVENUE
WAYNE NE

Phone: 402-426-3119
Fax: 402-426-3150

P.O. #

Terms	Order#/Rel	Cust #	SalesRep	Ship Via	Req-Dt	Reference
N30/INV DATE	50035698-000	56650	OM HOUSE	OUR TRUCK	101415	S50035698

FRT ON BOARD DESTINATION, FRT PREPAID & ADDED

Stock #	Ordered	Shipped	BackOrd	U/M	Unit Price	Extension
S9S3749	2	2		EA	2794.45	5588.90
HALLIDAY V4R TELESCOPING VALVE						
6" 304SS W/MODEL 503 SLIP TUBE						
90" TRAVEL, 54" FLOOR STAND HW						
	1	1			.00	.00
+ INBOUND FREIGHT REF PO #161112						

Sub Total 5588.90
 FREIGHT 272.41
 TOTAL 5861.31

637 Wayne NE
Roger C. Olson
October 15, 2015

124419

Original Invoice

Page	Date Printed	Invoice No.
1	9/15/15	038753 00

CASH

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 Phone No. : (402) 438-2988
 Fax No. : (402) 438-2992 DB# 11

Remit To:

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

Sold To:

ERIKSEN CONSTRUCTION CO INC
 PO BOX 610
 2546 S HIGHWAY 30
 BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
 205 DEARBORN ST
 2546 S HIGHWAY 30
 WAYNE, NE 68787
 WAYNE WWTF

Customer Number 783-000540	Customer Purchase Order WAYNE WWTF	Salesman 017-BENJAMIN SEARC	Type Shipment Stock	Ship VIA	Date Shipped 9/15/15
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Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
18	EA	4" CL350 DIP TJ	18		18.0000		.00	<i>Bio Stub out</i> 324.00	N
54	FT	4 CL52 SJ DUCTILE IRON PIPE	54		18.0000		.00	972.00	N
800	EA	16" POLYWRAP FOR 3-6 DIP 400' ROLL 20' PERF	800		.2800		.00	224.00	N
1	EA	4"X7'-0" FXPE DI PIPE	1		166.1000		.00	<i>Bio Flanged</i> 166.10	N
1	EA	4 DI MJ 90 F DOMESTIC	1		95.9000		.00	95.90	N
1	EA	4 DI MJ LONG SOLID SLEEVE	1		91.1100		.00	91.11	N
2	EA	1104 4 DI MEGALUG DOMESTIC	2		22.6500		.00	45.30	N
6	EA	391845 4 MJ ACCY PACK L/GLAND	6		.0000		.00	.00	N
4	EA	4 MJ GLAND DOMESTIC	4		.0000		.00	.00	N
90	EA	8" CL350 DIP SJ	90		15.8700		.00	<i>18'</i> 1,428.64	N
200	EA	20" POLYWRAP FOR 8 DIP	200		.3700		.00	74.00	N
288	FT	200' ROLL 20' PERF	288		12.2000		.00	<i>36'</i> 3,513.60	N
12	EA	6" CL350 DIP SJ POLYWRAP TAPE	12		7.0000		.00	84.00	N

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

1% 10TH, NET 30TH

If Paid By 10/10/15 You May Deduct 70.18

Tax Area ID: NE - 281790410	Net Sales	7,018.31
	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	7,018.31

#34 stored yard 5662.15

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.winwholesale.com/tcsale.

INVOICE/CP : Laser Invoice

Remit To:

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

Original Invoice

Page	Date Printed	Invoice No.
1	9/23/15	038568 00

CASH

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Fax No .. : (402) 438-2992 DB# 17

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ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WUTF
205 DEARBORN ST
2546 S HIGHWAY 30
WAYNE, NE 68787
WAYNE WUTF

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
783-000540	WAYNE WUTF	017-BENJAMIN SEARC	Stock		9/23/15

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

Units Ordered	U/H	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	6"X1'-0" FXF DI PIPE MARK D101	1		125.8900	F	.00	<i>Digester</i> 125.89	N
2	EA	6 DI FLANGED 90 DOMESTIC	2		176.4000	F	.00	<i>Digester</i> 352.80	N
2	EA	6"X6'-0" FXPE DI PIPE MARK D102	2		209.9400	<i>F stored</i>	.00	419.88	N
4	EA	6 STD 1/8 RED RUBBER FF GSK	4		3.2500	F	.00	13.00	N
4	EA	6-8 150# ZINC BOLT & NUT SET	4		7.3500	F	.00	29.40	N
2	EA	10"X18" STEEL WALL SLEEVE MARK SWS100	2		125.0000	F	.00	250.00	N
2	EA	6 DI MJ 45 F DOMESTIC	2		121.9300	<i>Site</i>	.00	<i>Stub Digester</i> 243.86	N
4	EA	6 DI MJ TEE F DOMESTIC	4		243.8600		.00	<i>Digester</i> 975.44	N
4	EA	6 DI MJ 90 F DOMESTIC	4		139.0600		.00	556.24	N
90	FT	6" CL350 DIP SJ	90		12.2000	<i>Site</i>	.00	1,098.00	N
4	EA	1106 6 DI MEGALUG DOMESTIC	4		22.4500		.00	89.80	N
22	EA	391852 6 MJ ACCY PACK L/GLAND	22		.0000		.00	.00	N
2	EA	6"X3'0" FLGXPE DI PIPE MARK D103	2		220.0000	F	.00	<i>Digester</i> 440.00	N
18	EA	6 MJ GLAND	18		.0000		.00	.00	N
28	EA	LS400-S LINK SEAL	28		14.0000		.00	<i>Stored</i> 392.00	N

637
Page 1.0
Sept 25, 2015
x

F = Flanged

-274.60

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
1% 10TH, NET 30TH
If Paid By 10/10/15 You May Deduct 49.86

Tax Area ID:	NE - 281790410	Net Sales	4,986.31
State Tax %	.000	Freight	.00
Local Tax %	.000	State Tax	.00
		Local Tax	.00
		Invoice Amount	4,986.31

Stored #34 Site
#36 Flanged

878.40
1104.28

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.winwholesale.com/tcsale.

Remit To:

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

Original Invoice

Page	Date Printed	Invoice No.
1	10/14/15	039195 00

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Fax No .. : (402) 438-2992 DB# 10

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
WAYNE, NE 68787
Wayne WWTF - Plumbing

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
783-000540	WAYNE WWTF - PLUMBIN	017-BENJAMIN SEARC	Stock		10/14/15

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Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
4	EA	JR SMITH 1610-T FLOOR DRAIN	0	B	129.2400		.00	.00	N
1	EA	74753-33 2 COUPLNG PEPXMIP NL NO LEAD	1		101.8900		.00	101.89	N
1	EA	LF919-QT 2 BACKFLOW	1		477.2400		.00	477.24	N
2	EA	3/4" BR HOSE BIB WOODFORD #24	2		43.7500		.00	87.50	N
1	EA	72032T 2 FULL PORT BVLV-FIP-NL NO LEAD	1		51.3000		.00	51.30	N
2	EA	2XCLOSE RED BRASS NIPPLE	2		9.4900		.00	18.98	N
5	EA	3 PVC P-TRAP HXH SOLV WELD	5		18.3700		.00	91.85	N
1	EA	72220 2 BZ UNION NO LEAD	1		41.3700		.00	41.37	N
1	EA	2110-B JR SMITH FLOOR DRAIN 3" OUTLET	0	B	85.5000		.00	.00	N
1	EA	6136 2 STIFFENER	1		2.2300		.00	2.23	N

*Release # 4
10-2-2015*

*637 Wayne
Roger Collins
October 20, 2015*

X

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

1% 10TH, NET 30TH

If Paid By 11/10/15 You May Deduct 8.72

Tax Area ID: NE - 281790410	Net Sales	872.36
	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	872.36

22 Stored Waterline Biosolids

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.winwholesale.com/tcsale.

1138 3770

Original Invoice

Rent To:

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

Page	Date Printed	Invoice No.
1	10/14/15	039195 01

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 10

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
WAYNE, NE 68787
Wayne WWTF - Plumbing

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
783-000540	WAYNE WWTF - PLUMBIN	017-BENJAMIN SEARC	Stock		10/14/15

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
4	EA	JR SMITH 1610-T FLOOR DRAIN	4		129.2400		.00	516.96	N
1	EA	2110-B JR SMITH FLOOR DRAIN 3" OUTLET	1		85.5000		.00	85.50	N
1	EA	72290 2 BZ 90 ELBOW NO LEAD	1		19.8900		.00	19.89	N
4	EA	3 PVC DWV HX MIP ADAPTER	4		2.9300		.00	11.72	N

Release 6A
10-14-2015

237
Hogan C. Olson
October 20, 2015

X

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
1% 10TH, NET 30TH
If Paid By 11/10/15 You May Deduct 6.34

Tax Area ID: NE - 281790410	Net Sales	634.07
State Tax % .000	Freight	.00
Local Tax % .000	State Tax	.00
	Local Tax	.00
	Invoice Amount	634.07

stored # 22

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.winwholesale.com/tcsale.

Remit To:

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

Original Invoice

Page	Date Printed	Invoice No.
1	10/08/15	038842 00

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No . . : (402) 438-2992 DE# 06

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
2546 S HIGHWAY 30
WAYNE, NE 68787
WAYNE SITE PIPING

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
783-000540	WAYNE SITE PIPING	017-BENJAMIN SEARC	Stock		10/08/15

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
5	EA	6 DI MJ 45 F DOMESTIC	5		121.9300	✓	.00	✓ 609.65	N
43	EA	6 MJ GLAND	43		.0000		.00	- .00	N
46	EA	391852 6 MJ ACCY PACK L/GLAND	46		.0000		.00	- .00	N
2	EA	6 DI MJ 22-1/2 F DOMESTIC	2		114.4000	✓	.00	✓ 228.80	N
1	EA	6 DI MJ WYE DOMESTIC	1		250.0300	✓	.00	✓ 250.03	N
1	EA	6 DI MJ LONG SOLID SLEEVE F DOMESTIC	1		151.3900	✓	.00	✓ 151.39	N
3	EA	6 DI MJ TEE F DOMESTIC	3		243.8600	✓	.00	✓ 731.58	N
7	EA	6 DI MJ 90 F DOMESTIC	7		139.0600	✓	.00	✓ 973.42	N
2	EA	441-00000722-900 6 TRANS COUP 6.90 - 7.22 O.D.	2		82.4500	✓	.00	✓ 164.90	N
8	EA	6 DI MJ 90 F DOMESTIC UNLINED	7	B	118.5100	✓	.00	✓ 829.57	N
16	EA	6 DI MJ EPDM GASKET	16	?	9.9000	✓	.00	✓ 158.40	N
108	EA	3/4X3-1/2 SS T-BOLT & NUT	108	?	5.2500	✓	.00	567.00	N
126	FT	6" CL350 DIP SJ UNLINED	126		12.4700	✓	.00	✓ 1,571.22	N
7	EA	102255806 6 TYTON EPDM GASKET	7		9.7500	✓	.00	✓ 68.25	N
2	EA	6"X7'-0" FXPE DI PIPE UNLINED MARK D104 ✓	2		238.2500	✓	.00	✓ 476.50	N
19	EA	1106 6 DI MEGALUG DOMESTIC	19		22.4500	✓	.00	✓ 426.55	N
2	EA	6"X10'-0" FXPE DI PIPE MARK D105	2		310.4800	✓	.00	✓ 620.96	N
4	EA	6 DI FLAGNED 90 DOMESTIC	4		176.4000	✓	.00	✓ 705.60	N
2	EA	6"X1'-06" FXF DI PIPE MARK D106	2		137.9500	✓	.00	✓ 275.90	N
6	EA	6 STD 1/8 RED RUBBER FF GSK	6		3.2500	✓	.00	✓ 19.50	N
6	EA	6-8 150# ZINC BOLT & NUT SET	6		7.3500	✓	.00	✓ 44.10	N
1	EA	4 DI MJ LONG SOLID SLEEVE F	1		91.1100	✓	.00	✓ 91.11	N

Taxes: 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.....

Piping site 1/3

Remit To:

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

Original Invoice

Page	Date Printed	Invoice No.
2	10/08/15	038842 00

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 06

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
2546 S HIGHWAY 30
WAYNE, NE 68787
WAYNE SITE PIPING

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
783-000540	WAYNE SITE PIPING	017-BENJAMIN SEARC	Stock		10/08/15

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
4	EA	DOMESTIC 1104 4 DI MEGALUG	4		22.6500		.00	✓ 90.60	N
1	EA	DOMESTIC 4"X10'-0" FXPE DI PIPE MARK P501	1		248.9500		.00	✓ 248.95	N
10	EA	LS400-S LINK SEAL	10		14.0000		.00	✓ 140.00	N
4	EA	391845 4 MJ ACCY PACK L/GLAND	4		.0000		.00	.00	N
216	FT	10" CL350 DIP SJ	216		20.0700		.00	✓ 4,335.12	N
2	EA	10 DI MJ 22-1/2 F	2		227.4200		.00	✓ 454.84	N
1	EA	DOMESTIC 10 DI MJ LONG SOLID SLEEVE F	1		249.0000		.00	✓ 249.00	N
1	EA	DOMESTIC 10 DI MJ TEE F	1		471.2800		.00	✓ 471.28	N
16	EA	DOMESTIC 1110 10 DI MEGALUG	15	B	60.2500		.00	✓ 903.75	N
13	EA	DOMESTIC 391876 10 MJ ACCY PACK L/GLAND	13		.0000		.00	.00	N
1	EA	317-00048015 4X2CC SADDLE	1		65.0000		.00	✓ 65.00	N
1	EA	74701B-33 2 BALL CORP STOP NL NO LEAD	1		210.0000		.00	✓ 210.00	N
1	EA	76104-33 2 BALL VALVE NL NO LEAD PEPXPEP MINNEAPOLIS	1		320.5000		.00	✓ 320.50	N
1	EA	5615 5-1/2' MINN PAT STOP BOX	1		47.0000		.00	✓ 47.00	N
1	EA	5660 42 STATIONARY ROD	1		10.0000		.00	✓ 10.00	N
1	EA	74761-33 2 QTR BEND PEP NL NO LEAD	1		205.0000		.00	✓ 205.00	N
1	EA	74760-33 2 TEE PEP NL NO LEAD	1		285.0000		.00	✓ 285.00	N
1	EA	74754-33 2 COUPLNG PEPXFIP NL NO LEAD	1		95.0000		.00	✓ 95.00	N
1	EA	72206 2X1 BZ HEX RED BUSHING NO LEAD	1		15.0000		.00	✓ 15.00	N
1	EA	74753-33 1 CPLG PEPXMIP NL NO LEAD	1		27.0000		.00	✓ 27.00	N
2	EA	74779M-33 1 QUARTER BEND NL	2		39.2000		.00	✓ 78.40	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.....

Piping Site 2/3

Original Invoice

Resit To:

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

Page	Date Printed	Invoice No.
3	10/08/15	038842 00

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 06

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
2546 S HIGHWAY 30
WAYNE, NE 68787
WAYNE SITE PIPING

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
783-000540	WAYNE SITE PIPING	017-BENJAMIN SEARC	Stock		10/08/15

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	NO LED 74760-33 1 TEE PEP NL	1		102.2000		.00	✓ 102.20	N
200	EA	NO LEAD 2X200 200 PSI POLY PIPE	200		2.5000		.00	✓ 500.00	N
200	EA	IPS SIDR7 ORANGE LABEL 1X100 200PSI PURE-CORE	200		.7000		.00	✓ 140.00	N
9	EA	IPS SIDR7 ORANGE LABEL 6136 2 STIFFENER	9		3.7400		.00	✓ 33.66	N
6	EA	6136 1 IPS INSERT STIFFENER	6		1.9600		.00	✓ 11.76	N
1	EA	6133T 1-1/4 SS INSERT STIF CTS	0	B	365.0000		.00	.00	N
2	EA	1030 RING & COVER PLAIN/SOLID	0	B	565.0000		.00	.00	N
1	EA	DEETER 2215 FRAME & GRATE	0	B	175.0000		.00	.00	N
1	EA	1815 CLEANOUT FRAME & COVER	0	B	175.0000		.00	.00	N
4	EA	10 DI MJ 45 F	4		197.9700		.00	✓ 791.88	N
12	EA	DOMESTIC DUC LUG	12		2.2800		.00	✓ 27.36	N
2	EA	6"X7'6" FXF DI PIPE	2		293.1900		.00	✓ 586.38	N
2	EA	MARK D107 6"X3'6" FLGXPE DI PIPE	2		143.1800		.00	✓ 286.36	N
2	EA	MARK D109 6"X9'6" FXPE DI PIPE	2		298.4200		.00	✓ 596.84	N
2	EA	MARK D108 441-00000722-900 6 TRANS COUP	2		82.4500		.00	✓ 164.90	N
1	EA	6.90 - 7.22 O.D. 662-11101000-200 10X10 TAP SLV	1		1,525.0000		.00	✓ 1,525.00	N
1	EA	WITH MJ OUTLET 4 DI MJ 90 F	1		95.9000		.00	✓ 95.90	N
		DOMESTIC							

R3
L70

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
1% 10TH, NET 30TH
If Paid By 11/10/15 You May Deduct 220.78

Tax Area ID:	NE - 281790410	Net Sales	22,078.11
State Tax %	.000	Freight	.00
Local Tax %	.000	State Tax	.00
		Local Tax	.00
		Invoice Amount	22,078.11

5 stored # 34

3/3

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.winwholesale.com/tcsale.

Remit To:

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

Original Invoice

Page	Date Printed	Invoice No.
1	10/08/15	038842 01

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 06

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
2546 S HIGHWAY 30
WAYNE, NE 68787
WAYNE SITE PIPING

Customer Number	Customer Purchase Order	Salesman	Type Shipped	Ship VIA	Date Shipped
783-000540	WAYNE SITE PIPING	017-BENJAMIN SEARC	Stock		10/08/15

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	1110 10 DI MEGALUG DOMESTIC	0	B	60.2500		.00	.00	N
1	EA	1030 RING & COVER PLAIN/SOLID	0	B	365.0000		.00	.00	N
2	EA	DEETER 2215 FRAME & GRATE	0	B	565.0000		.00	.00	N
1	EA	1815 CLEANOUT FRAME & COVER	0	B	175.0000		.00	.00	N
1	EA	6 DI MJ 90 UNLINED DOMESTIC	✓ 1		118.5100	✓	.00	118.51	N

Release #3

137 Wayne
Roger C. Olson
October 14, 2015
↑

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
1% 10TH, NET 30TH
If Paid By 11/10/15 You May Deduct 1.19

Tax Area ID: NE - 281790410	Net Sales	118.51
State Tax % .000	Freight	.00
Local Tax % .000	State Tax	.00
	Local Tax	.00
	Invoice Amount	118.51

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

Original Invoice

Remit To:

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

Page	Date Printed	Invoice No.
1	10/09/15	038842 02

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 07

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
2546 S HIGHWAY 30
WAYNE, NE 68787
WAYNE SITE PIPING

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
783-000540	WAYNE SITE PIPING	017-BENJAMIN SEARC	Stock		10/09/15

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	1030 RING & COVER PLAIN/SOLID	1		365.0000	✓	.00	365.00	N
2	EA	DEETER 2215 FRAME & GRATE	2		565.0000	✓	.00	1,130.00	N
1	EA	1815 CLEANOUT FRAME & COVER	1		175.0000	✓	.00	175.00	N

Release #3 ✓

637 Wayne
Erksen
October 14, 2015
X

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

1% 10TH, NET 30TH
If Paid By 11/10/15 You May Deduct 16.70

Tax Area ID:	NE - 281790410	Net Sales	1,670.00
State Tax %	.000	Freight	.00
Local Tax %	.000	State Tax	.00
		Local Tax	.00
		Invoice Amount	1,670.00

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

Remit To:

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

Original Invoice

Page	Date Printed	Invoice No.
1	10/08/15	039003 00

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 06

Sold To:

ERIKSEN CONSTRUCTION CO INC
PO BOX 610
2546 S HIGHWAY 30
BLAIR, NE 68008-0610

Ship To:

WAYNE WWTF
205 DEARBORN ST
2546 S HIGHWAY 30
WAYNE, NE 68787
WAYNE WWTF

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
783-000540	WAYNE WWTF	017-BENJAMIN SEARC	Stock		10/08/15

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
11	EA	85503860 664-S DOM VLV BX ASSY *SEWER LID*	11		175.0000	✓	.00	1,925.00	N
11	EA	VBA-II-MF VALVE BOX ADAPTOR	11		23.7500	✓	.00	261.25	N
1	EA	8 DI MJ PLUG SOLID F	1		114.0000	✓	.00	114.00	N
1	EA	391869 8 MJ ACCY PACK L/GLAND	1		.0000		.00	.00	N

*627 Wayne
Roger C. Olson
October 13, 2015
X*

Terms: Monthly Service Charge May Be Applied To Past Due accounts.
1% 10TH, NET 30TH
If Paid By 11/10/15 You May Deduct 23.00

Tax Area ID:	NE - 281790410	Net Sales	2,300.25
State Tax %	.000	Freight	.00
Local Tax %	.000	State Tax	.00
		Local Tax	.00
		Invoice Amount	2,300.25

34 Site Piping

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.winwholesale.com/tcsale.

CONTINUATION PAGE

PROJECT: 15037 2016 Wayne Aquatic Center APPLICATION #: 4 DATE OF APPLICATION: 10/26/2015
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 10/26/2015
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	% COMP. (G / C)					
1	Bond & Insurance	\$40,298.00	\$40,298.00	\$0.00	\$0.00	\$0.00	\$40,298.00	\$0.00	100%
2	General Conditions	\$120,884.00	\$64,884.00	\$8,000.00	\$0.00	\$0.00	\$72,884.00	\$48,000.00	60%
3	Demobilization	\$8,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,560.00	0%
4	Submittal Exchange	\$3,395.00	\$3,395.00	\$0.00	\$0.00	\$0.00	\$3,395.00	\$0.00	100%
5	Site Demo, Stripping, Hauling	\$48,705.00	\$48,705.00	\$0.00	\$0.00	\$0.00	\$48,705.00	\$0.00	100%
6	Excavation	\$86,780.00	\$47,780.00	\$29,000.00	\$0.00	\$0.00	\$76,780.00	\$10,000.00	88%
7	Grading	\$31,282.00	\$12,282.00	\$0.00	\$0.00	\$0.00	\$12,282.00	\$19,000.00	39%
8	SWPPP (Erosion Control)	\$17,175.00	\$13,175.00	\$0.00	\$0.00	\$0.00	\$13,175.00	\$4,000.00	77%
9	Geotextile Filter Fabric	\$4,522.00	\$3,022.00	\$500.00	\$0.00	\$0.00	\$3,522.00	\$1,000.00	78%
10	Sub Base	\$20,627.00	\$15,627.00	\$3,000.00	\$0.00	\$0.00	\$18,627.00	\$2,000.00	90%
11	Aggregate Backfill	\$70,216.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,216.00	0%
12	Gran. Fill under Decks/Sidewalks	\$7,266.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,266.00	0%
13	Underdrains	\$5,070.00	\$4,248.86	\$0.00	\$0.00	\$0.00	\$4,248.86	\$821.14	84%
14	Site Utilities	\$175,589.00	\$31,563.36	\$94,025.64	\$0.00	\$0.00	\$125,589.00	\$50,000.00	72%
15	Fences, Gates, Rope Barrier	\$32,461.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,461.00	0%
16	Seeding	\$5,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,748.00	0%
17	Concrete Forming Pool	\$115,725.00	\$19,725.00	\$3,000.00	\$0.00	\$0.00	\$22,725.00	\$93,000.00	20%
18	Concrete Placing Pool	\$182,300.00	\$12,300.00	\$11,000.00	\$0.00	\$0.00	\$23,300.00	\$159,000.00	13%
19	Concrete Forming Surge & Pump	\$36,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,110.00	0%
20	Concrete Placing Surge & Pump	\$28,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,236.00	0%
21	Misc. Concrete Form & Pour	\$38,571.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,571.00	0%
22	Pool Deck Form & Pour	\$65,413.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,413.00	0%
23	Pool Sidewalk Form & Pour	\$31,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,196.00	0%
24	FB Foundations	\$14,045.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,045.00	0%
25	Reinforcing Steel	\$71,545.00	\$58,545.00	\$7,000.00	\$0.00	\$0.00	\$65,545.00	\$6,000.00	92%
26	Exp. Joints, Waterstop	\$2,185.00	\$885.00	\$300.00	\$0.00	\$0.00	\$1,185.00	\$1,000.00	54%
27	Grouting Pool Walls	\$6,269.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,269.00	0%
28	Masonry	\$48,494.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,494.00	0%
29	Struct. Steel, Misc. Metals	\$22,030.00	\$2,500.00	\$0.00	\$0.00	\$13,450.00	\$15,950.00	\$6,080.00	72%
	SUB-TOTALS	\$1,340,697.00	\$378,935.22	\$155,825.64	\$0.00	\$13,450.00	\$548,210.86	\$792,486.14	41%

CONTINUATION PAGE

PROJECT: 15037
 2016 Wayne Aquatic Center
 APPLICATION #: 4
 DATE OF APPLICATION: 10/26/2015
 PERIOD THRU: 10/26/2015
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
30	Rough Carpentry	\$19,701.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,701.00	
31	Cabinets	\$2,406.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,406.00	
32	Concrete Countertop	\$1,728.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,728.00	
33	Metal Roofing	\$40,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,434.00	
34	Joint Sealants	\$10,588.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,588.00	
35	Doors, Frames, Hardware	\$2,631.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,631.00	
36	Coiling Overhead Door	\$3,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,780.00	
37	Paints & Coatings	\$38,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,434.00	
38	Specialties	\$734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$734.00	
39	Signage, Plaque	\$1,948.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,948.00	
40	Aluminum Canopy	\$20,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,465.00	
41	Stainless Steel Gutters	\$94,111.00	\$0.00	\$0.00	\$0.00	\$8,140.00	\$8,140.00	\$85,971.00	
42	Main Drains, Hydro, Relief Valves	\$6,656.00	\$6,656.00	\$0.00	\$0.00	\$0.00	\$6,656.00	\$0.00	
43	Pumps, Strainers, VFDs, Gauges	\$83,776.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$24,000.00	\$59,776.00	
44	Ladders, Stanchions, Rails etc.	\$20,357.00	\$7,964.48	\$0.00	\$0.00	\$0.00	\$7,964.48	\$12,392.52	
45	ADA Lift	\$4,813.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,813.00	
46	Diving Towers & Boards	\$59,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,100.00	
47	Pool Vacuum	\$1,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,781.00	
48	Filtration Equipment	\$42,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,550.00	
49	Chem. Feed/Disinfect. Equip.	\$7,008.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,008.00	
50	FRP Chem Storage Bldgs.	\$29,482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,482.00	
51	Deck Trench Drains	\$10,300.00	\$7,849.38	\$0.00	\$0.00	\$0.00	\$7,849.38	\$2,450.62	
52	Shade Structures	\$28,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,192.00	
53	Pool Heaters	\$18,919.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,919.00	
54	Water Slide	\$84,361.00	\$11,993.00	\$0.00	\$0.00	\$0.00	\$11,993.00	\$72,368.00	
55	Zero Depth Play Features	\$93,903.00	\$13,286.00	\$0.00	\$0.00	\$0.00	\$13,286.00	\$80,617.00	
56	Process Piping, Valves, Supports	\$389,595.00	\$109,079.27	\$5,550.00	\$0.00	\$7,308.74	\$121,938.01	\$267,656.99	
57	Plumbing (Drinking Fount.)	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,200.00	
58	Electrical	\$196,350.00	\$5,885.50	\$5,000.00	\$0.00	\$0.00	\$10,885.50	\$185,464.50	
	TOTALS	\$2,659,000.00	\$565,648.85	\$166,375.64	\$28,898.74	\$760,923.23	\$1,898,076.77		



Utility Equipment
Company

Bettendorf • Des Moines
Omaha • Peru • Sioux City • Waterloo

3739 State Street • PO Box 1290
Bettendorf, IA 52722

563-355-5376 • 800-541-8356 • fax: 563-355-7423

UNAPPORTIONED
PROPERTY TAX

10/15/15
10/15/15
Paper

Ship To STATE OF IOWA 5000 1000 RD WATERLOO NE 50705	Ship To PROPERTY OF STATE OF IOWA STATE GOVERNMENT CENTER-750 W 5TH AVE STATE OF IOWA & PARKS DEPARTMENT 1000 1000 RD WATERLOO IA
---	--

P.O. # 44786

Phone: 563-355-5376
Fax: 563-355-7423

Terms	Order#/REF	Qnt #	SalesRep	Ship Via	Req-Dt	Reference
NET 30	55005-871-000	139100	AMANDON-SC	OUR TRUCK	10/15/15	55005871
FRT ON BOARD DESTINATION, FRT PREPAID & ADDED						
Product #	Unit #	Qnt	Ship To	Ship Via	Req-Dt	Reference
1000000000	1	1	STATE OF IOWA	OUR TRUCK	10/15/15	55005871
SPECIAL FREIGHT REQUIRED COMPLETE						
FREIGHT FREIGHT TO BE PAID BY BUYER						

IF THE BUYER'S CREDIT RISK IS DEEMED UNSATISFACTORY BY THE SELLER, THE SELLER SHALL BE ENTITLED TO A 15% PRICE ADJUSTMENT.



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1

Application Period: October 23, 2015	
To (Owner): City of Wayne	Via (Engineer): Advanced Consulting Engineering Services
Project: Grainland Road - Sewer and Paving Improvements	Contractor's Project No.: 617-016
Owner's Contract No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders Number	Additions Time	Deductions Extension
1		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$ 197,220.00
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 ± 2)..... \$ 197,220.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 111,013.47
5. RETAINAGE:
 - a. 10% X \$111,013.47 Work Completed..... \$ 11,101.35
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 11,101.35
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 99,912.12
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
8. AMOUNT DUE THIS APPLICATION..... \$ **99,912.12**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 97,307.88

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *B. J. Welch* Date: 10/27/15

Payment of: \$ 99,912.12 (Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* (Engineer) 10-27-2015 (Date)

Payment of: \$ 99,912.12 (Line 8 or other - attach explanation of the other amount)

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

PROJECT: Grainland Road Water & Sanitary Sewer Extension
 DIVISION: APPLICATION # 1
 CONTRACTOR: Woehler & Sons Construction, Inc. DATE: October 23, 2015
 PROJECT #: 617-016 WORK THRU: October 23, 2015

A	B	C	D	E	WORK COMPLETED				
					F	G	H = F + G	STORED MATERIALS	G = H x E
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	BID PRICE	AMOUNT PREVIOUSLY APPROVED	AMOUNT THIS PERIOD	TOTAL WORK COMPLETED		TOTAL COST WORK COMPLETED
1.	8" PVC DR 18 WATER MAIN	1273	L.F.	\$25.00		1273	1273		\$31,825.00
2.	6" PVC DR 18 WATER MAIN	12	L.F.	\$24.00		12	12		\$288.00
3.	8" GATE VALVE	4	EACH	\$2,000.00		4	4		\$8,000.00
4.	6" GATE VALVE	2	EACH	\$1,800.00		2	2		\$3,600.00
5.	8"x6" TEE	2	EACH	\$750.00		2	2		\$1,500.00
6.	8" PLUG	1	EACH	\$400.00		1	1		\$400.00
7.	6" FIRE HYDRANT	2	EACH	\$3,500.00		2	2		\$7,000.00
8.	CONNECT TO EXISTING WATER MAIN	1	EACH	\$2,500.00		1	1		\$2,500.00
9.	8"x1" SERVICE SADDLE	12	EACH	\$250.00		0	0		\$0.00
10.	1" CORPORATION STOP	12	EACH	\$250.00		0	0		\$0.00
11.	1" CURB STOP	12	EACH	\$500.00		0	0		\$0.00
12.	1" POLYETHYLENE SERVICE LINE	755	L.F.	\$12.00		0	0		\$0.00
13.	BORE WATER SERVICE LINE	363	L.F.	\$25.00		0	0		\$0.00
14.	8" PLUG	2	EACH	\$250.00		0	0		\$0.00
15.	8" PVC SANITARY SEWER MAIN	1361	L.F.	\$22.00		182	182		\$4,004.00
16.	CONCRETE MANHOLE	81	V.F.	\$350.00		26	26		\$9,100.00
17.	8"x4" SERVICE WYE	13	EACH	\$250.00		1	1		\$250.00
18.	4" PVC SANITARY SEWER SERVICE	96	L.F.	\$20.00		26	26		\$520.00
19.	CONNECT TO EXISTING MANHOLE	1	EACH	\$1,000.00		1	1		\$1,000.00
20.	4" PVC PLUG	13	EACH	\$250.00		1	1		\$250.00
21.	REMOVE PAVING	698	SQ. YDS.	\$5.00		698	698		\$3,490.00
22.	CONSTRUCT 7" PC CONCRETE PAVING	220	SQ. YDS.	\$65.00		0	0		\$0.00

23.	CONSTRUCT 6" PC CONCRETE DRIVE	207	SQ. YDS.	\$60.00	172	172	\$10,320.00
24.	CONSTRUCT 5" PC CONCRETE SIDEWALK	271	SQ. YDS.	\$50.00	209	209	\$10,450.00
1.	STORED MATERIALS		LUMP		1		\$16,516.47
TOTAL WORK COMPLETED							\$111,013.47

ORIGINAL CONTRACT PRICE	\$197,220.00
NET CHANGE BY CHANGE ORDER	\$0.00
TOTAL CONTRACT PRICE	\$197,220.00
TOTAL COMPLETED AND STORED TO DATE	\$111,013.47
RETAINAGE ON WORK COMPLETED	\$11,101.35
AMOUNT ELIGIBLE FOR PAYMENT TO DATE	\$99,912.12
LESS PREVIOUS PAYMENTS	\$0.00
AMOUNT DUE THIS PAY APPLICATION	\$99,912.12
BALANCE TO FINISH (INCLUDING RETAINAGE)	\$97,307.88



INVOICE

Concrete Industries, Inc.

J Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

Remit to: P.O. Box 80268
Lincoln, NE 68501

Job: 7378 GRAIN LAND ROAD WATER & SEWER
BJ 402-369-0049
WAYNE NE

Page 1

Account Number	98336
Invoice Date	09/28/15
Invoice Amount	4,473.81
Invoice Number	CI 324867
Amount Paid	

Bill To: ROBERT WOEHLE & SONS CONST IN
123 FAIRGROUNDS AVE
WAYNE NE 68787

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	48"X3'-0"FB W/STEP EXT MONO BA 48B36KPMs 7378MH 001A 1.00 EA	1.00 EA	354.5795	0.00	354.58
2	48" MONOLITHIC BASE SLAB 48MONO	1.00 EA	225.0000	0.00	225.00
3	12-08 PSX DIRECT DRIVE BOOT 12-08 PSX DD	2 EA	65.0000	0.00	130.00
4	48"X4'-0" RING PLAS STEP STOCK 48R48S	2.00 EA	460.0000	0.00	920.00
5	48"X1'-4" RING PLAS STEP STOCK 48R16S	1.00 EA	153.3295	0.00	153.33
6	48"X3' ECCT T/P PLASSTEP STOCK 48C36S	1.00 EA	345.0000	0.00	345.00
7	26"X0'-4" RISER R2604N	1.00 EA	25.0000	0.00	25.00
8	48"X3'-0"FB W/STEP EXT MONO BA 48B36KPMs 7378MH 002A 1.00 EA	1.00 EA	354.5795	0.00	354.58
9	48" MONOLITHIC BASE SLAB 48MONO	1.00 EA	225.0000	0.00	225.00
10	12-08 PSX DIRECT DRIVE BOOT 12-08 PSX DD	2 EA	65.0000	0.00	130.00
11	48"X4'-0" RING PLAS STEP STOCK 48R48S	1.00 EA	460.0000	0.00	460.00
12	48"X2'-8" RING PLAS STEP STOCK 48R32S	1.00 EA	306.6590	0.00	306.66
13	48"X3' ECCT T/P PLASSTEP STOCK 48C36S	1.00 EA	345.0000	0.00	345.00
14	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00
15	26"X0'-4" RISER R2604N	1.00 EA	25.0000	0.00	25.00
16	1"X14'-6" JOINT SEAL 116' 52507	3.00 EA	63.8000	0.00	191.40
17	48" RFS 165 GSKT CUT 147-1/2" 48RFS	19 EA	0.0000	0.00	0.00

*Paying as installed
JZ 10-27-2015*

0.00

Account: 98336 ROBERT WOEHLE & SONS CONST IN
Job: 7378 GRAIN LAND ROAD WATER & SEWER
Tax Code: CIN11 Nebraska Sales Tax

Sub Total	4,240.55
Sales Tax	233.26
Total Amount	4,473.81

Returns: No returns w/o invoice. No returns on unusable material, seconds architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com



INVOICE

Concrete Industries, Inc.

30 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

Remit to: P.O. Box 80268
Lincoln, NE 68501

Job: 7378 GRAIN LAND ROAD WATER & SEWER
BU 402-369-0049
WAYNE NE

Page 1

Account Number	98336
Invoice Date	09/28/15
Invoice Amount	7,556.02
Invoice Number	CI 324868
Amount Paid	

Bill To: ROBERT WOEHLE & SONS CONST IN
123 FAIRGROUNDS AVE
WAYNE NE 68787

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	48"X3'-0"FB W/STEP EXT MONO BA 48B36KPMS 7378MH 003A 1.00 EA	1.00 EA	354.5795	0.00	354.58 ✓
2	48" MONOLITHIC BASE SLAB 48MONO	1.00 EA	225.0000	0.00	225.00 ✓
3	12-08 PSX DIRECT DRIVE BOOT 12-08 PSX DD	2 EA	65.0000	0.00	130.00 ✓
4	48"X4'-0" RING PLAS STEP STOCK 48R48S	3.00 EA	460.0000	0.00	1,380.00 ✓
5	48"X3' ECCT T/P PLASSTEP STOCK 48C36S	1.00 EA	345.0000	0.00	345.00 ✓
6	26"X0'-4" RISER R2604N	1.00 EA	25.0000	0.00	25.00 ✓
7	48"X3'-0"FB W/STEP EXT MONO BA 48B36KPMS 7378MH 004A 1.00 EA	1.00 EA	354.5795	0.00	354.58 ✓
8	48" MONOLITHIC BASE SLAB 48MONO	1.00 EA	225.0000	0.00	225.00 ✓
9	12-08 PSX DIRECT DRIVE BOOT 12-08 PSX DD	2 EA	65.0000	0.00	130.00 ✓
10	48"X4'-0" RING PLAS STEP STOCK 48R48S	3.00 EA	460.0000	0.00	1,380.00 ✓
11	48"X1'-4" RING PLAS STEP STOCK 48R16S	1.00 EA	153.3295	0.00	153.33 ✓
12	48"X3' ECCT T/P PLASSTEP STOCK 48C36S	1.00 EA	345.0000	0.00	345.00 ✓
13	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00 ✓
14	26"X0'-4" RISER R2604N	1.00 EA	25.0000	0.00	25.00 ✓
15	48"X3'-0"FB W/STEP EXT MONO BA 48B36KPMS 7378MH 005A 1.00 EA	1.00 EA	354.5795	0.00	354.58 ✓
16	48" MONOLITHIC BASE SLAB 48MONO	1.00 EA	225.0000	0.00	225.00 ✓
17	12-08 PSX DIRECT DRIVE BOOT 12-08 PSX DD	3 EA	65.0000	0.00	195.00 ✓
18	48"X4'-0" RING PLAS STEP STOCK 48R48S	2.00 EA	460.0000	0.00	920.00 ✓
19	48"X3' ECCT T/P PLASSTEP STOCK 48C36S	1.00 EA	345.0000	0.00	345.00 ✓
				Sub Total	7,162.07 ✓
				Sales Tax	393.95 ✓
				Total Amount	7,556.02 ✓

Account: 98336 ROBERT WOEHLE & SONS CONST IN
Job: 7378 GRAIN LAND ROAD WATER & SEWER
Tax Code: CIN11 Nebraska Sales Tax

Returns: No returns w/o invoice. No returns on unusable material, seconds architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

Reprinted Invoice

Page 1	Date Printed 9/29/15	Invoice No. 039028 00
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LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No. : (402) 438-2997 D3# 21

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

Wayne, NE: Grainland Road Water

Customer Number 783-000453	Customer Purchase Order	Salesperson 015-ERIC EICKMEIER	Type Shipment Stock	Ship Via	Date Shipped 9/29/15
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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
680	FT	8X20 C900 DR18 CH150 GJ	680		6.5200		.00	4,433.60	N
1,500	EA	12GAX500' SOL HF CCS PE30 BLUE TRACER WIRE	1,500		.1300		.00	195.00	N
20	FT	6X20 C900 DR18 CH150 GJ	20		3.7800		.00	75.60	N
6	EA	664-S SCREW TYPE VALVE BOX	6		65.0000		.00	390.00	N
2	EA	8X6 DI RJ TEE	2		154.0000		.00	308.00	N
1	EA	8 DI MJ PLUG SOLID	1		46.0000		.00	46.00	N
2	EA	A422 HYD 5-1/4 5-6 OL 3W	2		2,100.0000		.00	4,200.00	N
1	EA	8 DI MJ LONG SOLID SLEEVE	1		120.0000		.00	120.00	N
12	EA	317-00090508 8X100 SS SADDLE	12		60.0000		.00	720.00	N
12	EA	5614 5-1/2' MINN PAT STOP BOX	12		38.8500		.00	466.20	N
12	EA	5660 42 STATIONARY ROD	12		11.7500		.00	141.00	N
800	EA	1X100 200PSI PURE-CORE IPS SDR7 ORANGE LABEL	800	B	.5600		.00	448.00	N
2	EA	8" D3034 SW CAP PVC	2		20.0000		.00	40.00	N
1,372	EA	8X14 PVC SDR26 GASKET PIPE D3034 GJ GREEN	1,372		3.0500		.00	4174.60	N
13	EA	977-0084 8 SDR35 SWRX4 S40 WYE SDR26XSCH40	13		37.2000		.00	483.60	N
13	EA	4 PVCDDV FTGXH 45 ST FLL	13		5.9000		.00	76.70	N
100	FT	4X20 PVC40 55 PIPE	100		1.9500		.00	195.00	N
1	EA	CMAS 8" CONCRET MANHOLE ADAPT	1		17.0000		.00	17.00	N
13	EA	4 SLIP PVC40 CAP	13		4.2500		.00	55.25	N
600	EA	8X20 C90018 DR18 CEPTALOK PIPE	600		11.7200		.00	7032.00	N
13	EA	4 PVCDDV HXH 45 FLL	13		6.3500		.00	82.55	N
4	EA	A2360-23 8" MJXMS OL GATE VALVE	4		750.0000		.00	3,000.00	N
2	EA	A2360-23 6" MJXMS GATE VALVE	2		500.0000		.00	1,000.00	N
14	EA	8 MJ GLAND	14		.0000		.00	.00	N
14	EA	391869 8 MJ ACCY PACK L/GLAND	14		.0000		.00	.00	N
6	EA	6 MJ GLAND	6		.0000		.00	.00	N
6	EA	391852 6 MJ ACCY PACK L/GLAND	6		.0000		.00	.00	N
12	EA	74701B-3H 1 BALL CORP STOP NL IPS HANDY-LOK CORP STOP	12	B	64.0000		.00	.00	N
12	EA	76106-3H 1 BALL VALVE NL NO LEAD PEP HANDY X FIP MINN	12	B	94.5000		.00	.00	N
12	EA	72203 1 SOLID PLUG-NL NO LEAD	12		6.6600		.00	79.92	N

Notes: Monthly Service Charge May Be Applied To Past Due Accounts.

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

CONTINUED ON NEXT PAGE.....

5,841.40
OK
JZ

Reprinted Invoice

Printed for:

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

Page	Date Printed	Invoice No.
1	9/30/15	039028 01

To Reorder Contact Us At
Phone No. : (402) 438 2988
Fax No. : (402) 438 2982 DB# 22

Sold for:

Ship for:

ROBERT WOEHLE & SONS CONSTR
123 FAIRGROUNDS AVE
WAYNE, NE 68787-2047

Wayne, NE: Grainland Road Water

Customer Number 783-000453	Customer Purchase Order	Salesman 015-ERIC EICKMEIER	Type Shipment Stock	Sale Vts	Date Shipped 9/30/15
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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
700	EA	1X100 200PSI PURE-CORE IPS SIDR7 ORANGE LABEL	0	B	.5600		.00	.00	T
12	EA	74701B-3H 1 BALL CORP STOP WL IPS HANDY-LOK COPD STOP	12		64.0000		.00	768.00	N
13	EA	76106-3H 1 BALL VALVE NL NO LEAD PEP HANDY X FIP MINN	13		94.5000		.00	1,134.00	N
8	EA	1005 RING/COVER PLAIN COVER	0	B	258.0000		.00	.00	N

Monthly Service Charge May Be Applied To Past Due Accounts.

15 10TH, NET 30TH

If Paid By 11/10/15 You May Deduct 19.02

Tax Area ID: NE - 281790410	Net Sales	1,902.00
State Tax X .000	Freight	.00
Local Tax X .000	State Tax	.00
	Local Tax	.00
	Invoice Amount	1,902.00

OK JAZZ

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.

REC: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winwholesale.com/terms.

Reprinted Invoice

Page 1	Date Printed 10/06/15	Invoice No. 039028 03
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LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No. : (402) 438-2992 DB# 04

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

Wayne, NE: Grainland Road Water

Customer Number 783-000453	Customer Purchase Order	Salesperson 015-ERIC EICKMEIER	Item Status Stock	Sale Yr	Date Shipped 10/06/15
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NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/M	Item Description	Units Shipped	S/C	Price	Per	Discount	Extended	Tax
600	EA	18300 POOPSI PURE-CORE 1PS SIDR7 ORANGE LABEL	600		.5600		.00	336.00	N
5	EA	1005 RING/COVER PLAIN COVER	5		255.0000		.00	1,275.00	N

Sheet total
~~4,240~~ 58 #1
 7,162 07 #2 ✓
 5,841 40 #3 ✓
 1,902 — #4 ✓
 1,611 — #5 ✓
~~20,757~~ 02
 16,516.47 ← JAZ 10-27-2015

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
 1% 10TH, NET 30TH
 If Paid By 11/10/15 You May Deduct 16.11

Tax Area ID: NE - 281790610	Net Sales 1,611.00
State Tax % .000	Freight .00
Local Tax % .000	State Tax .00
	Local Tax .00
	Invoice Amount 1,611.00

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.

FAQ: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winwholesale.com/tcsala.

NEBRASKA COMMUNITY ENERGY ALLIANCE
INTERLOCAL COOPERATION AGREEMENT
(Amended and Restated as of September 2015)

THIS NEBRASKA COMMUNITY ENERGY ALLIANCE INTERLOCAL COOPERATION AGREEMENT ("Amended & Restated Agreement") is made and entered into by and among the following political subdivisions ("Original Members"):

1. City of Bellevue, Nebraska
2. Central City, Nebraska
3. City of Gothenburg, Nebraska
4. City of Holdrege, Nebraska
5. City of Lexington, Nebraska
6. City of Nebraska City, Nebraska
7. City of Seward, Nebraska
8. South Sioux City, Nebraska
9. City of Wayne, Nebraska

and such other parties ("New Members") that may join in this Agreement as herein provided. The Original Members and New Members are individually referred to as an NCEA member or member of NCEA and collectively referred to as "NCEA members" or "members of NCEA");

WHEREAS, the above-named nine (9) Original Members have previously entered into an INTERLOCAL COOPERATION AGREEMENT BETWEEN THE POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, FOR THE ADVANCEMENT OF COMPRESSED NATURAL GAS AND ELECTRIC VEHICLE INFRASTRUCTURE AND COMPRESSED NATURAL GAS AND ELECTRIC VEHICLE USE to form the Nebraska Community Energy Alliance ("NCEA") in connection with each respective Original Member's "commitment to participate" submitted to the Nebraska Environmental Trust ("NET") concerning the NET-sponsored project, Connecting Nebraska Communities Driving America's Fuel! ("NET-CNCDAF Project 14/149");

WHEREAS, the Original Members have found it necessary to amend the existing Interlocal Agreement to provide a mechanism to allow additional public agencies as defined in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827 (Reissue 2012)) ("Interlocal Act") as the same may from time to time be amended and entities to join the NCEA together with a need to amend certain provisions of the previously executed Interlocal Agreement;

WHEREAS, the Original Members of the NCEA desire to have a single document that describes the amended agreement of the parties and, therefore, the original Interlocal Agreement is superseded by this Amended & Restated Agreement;

WHEREAS, the members of the NCEA for their common good desire to enter this Amended & Restated Agreement pursuant to the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 (Reissue 2012) ("Interlocal Act") as the same may from time-

to-time be amended, for the purpose of identifying, applying for, administering or otherwise making available to its members such grants or funding sources as are proper under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the members of NCEA being parties hereto agree as follows:

1. **Creation.** The NCEA members hereby create a joint entity to be known as the "Nebraska Community Energy Alliance" hereinafter referred to as "NCEA" which shall constitute a separate body politic. The NCEA shall function as a local subdivision of government which shall be empowered to make all financial and policy decisions affecting the purpose for which it is created.

2. **Purpose.** The NCEA is organized by and for Nebraska's communities to promote transportation and housing choices that include lifecycle cost of ownership, retained energy value, and economic competitiveness by coordinating and leveraging federal and state policies and investments to community projects demonstrating direct high impact.

3. **Board of Directors.** The affairs, actions, and conduct of the business of the NCEA shall be by a Board of Directors ("Board"). The Board shall exercise authority over NCEA in accordance with applicable laws and shall set the policy delegating to its officers, agents, and committees as appropriate.

Membership Board Composition. The Membership Board shall consist of one representative from each NCEA member which representative shall be appointed by resolution of the governing body of such member. Each NCEA member may at its discretion appoint one alternative representative who will represent that NCEA member in the event the representative is unable to attend a meeting of the Board. The representative and alternate shall serve at the pleasure of his or her respective organization. Any vacancy which occurs in the Board shall be filled within thirty days through the appointment of a replacement by the respective NCEA member.

a. **Eligibility.** In addition to any other eligibility requirements, a Board candidate must be a NCEA member representative. No NCEA member may be represented by more than one (1) representative on the Board.

b. **Vacancies.** If a member of the Board of Directors at any time during his or her term of office no longer meets the requirements for the initial appointment of the member, or resigns or no longer is able to serve as a member of the Board of Directors, the office of such Board member shall be deemed to be vacant as of the date such Board member no longer meets such requirements or resigns or is no longer able to serve as a member of the Board. A vacancy on the Board shall be filled by appointment of a new

representative by resolution of the applicable governing body represented by the vacant Board member.

c. **Meetings and Conduct of Business.** Meetings of the Board shall be conducted at least annually and at such other frequent times as may be required by the business of NCEA or governing law. A majority of Board members shall constitute a quorum for the transaction of business provided that the Board shall have no authority to approve any item before the Board, except by an affirmative vote from a majority of its members, unless otherwise specifically required by law. Meetings shall be conducted in accordance with the Nebraska Open Meetings Act, NEB. REV. STAT. §§ 84-1407 (Reissue 2014), *et. seq.* as the same may from time-to-time be amended. Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors.

d. Teleconferencing shall be allowed provided that NCEA follows state restrictions on its use.

e. **Officers of the Board.** The Board shall select a chairman, vice-chairman, secretary, and treasurer.

- i. **Chairman.** The Chairman shall preside at all meetings of the Board and have such general powers and duties of supervision and management as shall be necessary and germane or required for the execution and prosecution of the affairs of NCEA.
- ii. **Vice-Chairman.** The Vice-Chairman shall serve in the absence of the Chairman and, in the Chairman's absence, shall have all of the powers and duties of the Chairman and shall have such other powers and duties as the Chairman or members shall from time-to-time delegate to the Vice-Chairman.
- iii. **Secretary.** The Secretary shall keep minutes of all meetings conducted by NCEA and shall be the keeper of the records of NCEA.
- iv. **Treasurer.** The Treasurer shall prepare and submit in writing a quarterly report of the state of finances of NCEA and pay NCEA money only upon authorization granted by the Board or Chairman. Payment of all accounts under authorization shall be made on check signed by the Treasurer.

In addition to the foregoing, the officers shall have such other and additional duties, powers, privileges, and authority as the Board may, in its bylaws or otherwise, determine appropriate or necessary.

f. **Executive Board Composition.** The Executive Board shall consist of the four Membership Board Officers and two At Large members elected by the Membership Board.

Executive Board elections will be held annually at NCEA's Annual Membership Meeting. NCEA Executive Board will meet at a minimum quarterly to monitor organizational operations and conduct routine business.

4. **Projects.**

a. **NET-CNCDAF Project 14/149.** With respect to the NET-CNCDAF Project 14/149, the members participating in such Project agree to cooperate with each other and other public agencies on electric vehicle infrastructure and compressed natural gas and electric vehicle use project activities at the earliest practical time to avoid delays and duplication of effort later, head off potential conflicts, and ensure that planning and project development decisions reflect environmental values. Participating members agree to coordinate to reduce duplication between requirements under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and state and local planning and environmental review requirements, unless the agencies are specifically barred from doing so by applicable law. Members participating in the NET-CNCDAF Project 14/149 also agree to provide a minimum of a 50/50 match as may be required by grants or up to \$15,000 per vehicle and \$3,600 per electric vehicle infrastructure. Said members further agree to provide appropriate insurance coverage for all equipment and vehicles purchased or leased pursuant to the NET-CNCDAF Project 14/149. Participating members also agree to provide information identifying potential impacts and mitigation issues in a combined method.

b. **Other Projects and Granting Agencies.** As determined by the NCEA Board, NCEA may develop and administer other projects and seek funding for the same. "Other projects" shall be broadly construed but must be consistent with NCEA's purpose, this Agreement, and applicable laws and regulations. "Granting agency" as used in this Agreement, shall also be broadly construed as any entity, individual, or agency providing funding which is developed or administered by NCEA. No project may be developed or administered, nor agreement with any granting agency be entered into, by NCEA unless first being approved by the NCEA Board of Directors.

5. **Additional Members.**

a. **Method.** The Board may invite other public agencies to join the NCEA, and such invitees shall become a New Member by executing a New Member Counterpart of this Agreement and making the initial contribution as described in Paragraph 7.a of this Agreement.

b. **Participation Rights.** A New Member shall not be guaranteed opportunity to participate in grants or other projects in which NCEA is already involved on the date the New Member joins NCEA. A New Member is entitled to consideration by NCEA for participation in any grants or projects in which NCEA becomes involved after the date on which the member joins NCEA.

6. **Powers and Responsibilities.** The powers and responsibilities of NCEA as carried out by the Board shall include, but not be limited to the following:

- a. Set budgets and to provide for a system of budgeting, accounting, auditing, and reporting of all NCEA funds and transactions for a depository and for the bonding of employees and officials;
- b. Establish the fiscal year of the NCEA and establish fiscal policies;
- c. Establish reasonable rules and regulations for the participation in NCEA and participate in any project or funding opportunity obtained or administered by NCEA;
- d. Seek and obtain contracts, agreements and other arrangements whereby NCEA or its members will receive support and assistance for the purpose of pursuing the objects and purposes of NCEA from such other entities as NCEA from time to time shall determine necessary or appropriate, including, but not limited to, for-profit and non-profit organizations, and all other persons, provided, however, such contract shall not exceed any authority or powers delegated to NCEA by its members;
- e. Provide for the identification, obtaining, maintenance, management, reporting, and administration of projects for grant and funding opportunities to further the best interests of the political subdivisions which are parties hereto and the citizens of such political subdivisions consistent with the purpose of NCEA;
- f. Contract for the delegation or performance of duties imposed upon it herein including, but not limited to, the budgeting, accounting, auditing, and reporting and such other professional services including, but not limited to, legal services, financial services, and accounting services. Such contract may be with an outside party or other appropriate vendors. Such contract may be entered into with and between nonparties to this Agreement or with NCEA members;
- g. Manage and review operations;
- h. Address any related questions and concerns of the general public;
- i. Make application for any permits or licenses required by regulating agencies;
- j. Hire and fire such personnel as are needed to carry out the objectives of NCEA, fix their compensation benefits, enact personnel rules and regulations, and enter into employment agreements;

- k. Adopt bylaws and standard operating procedures regarding the organization and operation of the NCEA and amend and repeal bylaws, rules, regulations, or standard operations to carry out and effectuate its powers and purposes;
- l. Make application for and receive grants related to the purposes for which NCEA was formed;
- m. Borrow funds as necessary;
- n. Contract with and compensate consultants for professional services including, but not limited to, lawyers, accountants, and others necessary or useful and convenient to the purposes of NCEA;
- o. Sue and be sued;
- p. Acquire, hold, use and dispense appropriately of funds received;
- q. Acquire, hold, use and dispose of real and personal property for the purposes of the NCEA;
- r. Make or cause to be made any action necessary or useful and convenient to carrying out the functions of the NCEA;
- s. Have a seal and alter the same at pleasure or dispose with the necessity thereof;
- t. Make application for, receive, and accept donations, gifts, grants, the guest appropriations, or other contributions or assistance and monies, services, materials, or otherwise from the United States or any of its agencies from the State or any of its agencies or political subdivisions or from any persons and to use or expend all such contributions in carrying out its operations not inconsistent with the requirements thereof;
- u. Establish advisory groups and/or committees by appointing individuals to carry out the purposes of NCEA and pay necessary and proper expenses of such group as the Board shall determine and dissolve such groups;
- v. Select a financial agent and invest funds or property as allowed under law and in accordance with requirements imposed by any granting agency;
- w. Purchase insurance, bond any employee or agent, for the purpose of protecting NCEA and its members against liability related to the operation or functions of NCEA;

- x. Employ such persons as are necessary to carry out the purposes of NCEA and pay the necessary and proper expenses of said persons; and
- y. Make and execute contracts, leases, and other instruments necessary or convenient to the exercise of its powers.
- z. All other powers authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq.

7. **Finances and Budget.**

a. **Funding.** Annually or at such other frequent intervals as the Board may determine, each of the NCEA members shall contribute such funds as are necessary to conduct the operations of NCEA. Each NCEA member shall make an initial contribution of One Thousand Dollars (\$1,000.00). This initial contribution shall be deposited in an account in the name of NCEA at a bank insured by the FDIC and selected by the Board.

b. **Assessment.** NCEA shall be funded by the revenues derived from granting agencies and/or other sources identified by the Board, provided, however, that in the event that funds derived from granting agencies and other sources identified by the Board are insufficient to service debt of NCEA, then in and in that event, the members of NCEA shall be assessed on proportional basis based on total funding received by the member during the preceding 24 month period as compared to total funding received by all NCEA members during the same preceding 24 month period, as determined as of the date of assessment. Each NCEA member shall have 60 days after receipt of notice from NCEA that an assessment is due to contribute its share of the funds required under the terms of the assessment.

c. **Budget.** In addition to any budget, reporting, or other financial requirements of any particular project or imposed by a granting agency, the NCEA Board shall, annually, beginning no more than 30 days after the formation of the NCEA and commencement of business, and continuing each year thereafter during the existence of the NCEA, establish and adopt a budget for the administration and management of the projects undertaken by the NCEA in fulfillment of its purpose. Upon completion of the budget, the Board shall determine the assessment to be submitted by each NCEA member and shall thereafter assess each NCEA member for said amount if any said amount has been determined as an assessment.

8. **Conflicts of Interest.** The members of NCEA agree to act in good faith in fulfilling the purpose of NCEA. It is expressly acknowledged and agreed that the NCEA is a public body and no profit or dividend will inure to the benefit of any individual. No Board member, public official, contractor or agent representing NCEA shall transact any business in his or her official NCEA capacity with any entity in which he or she, or any member of his or her immediate family, has a personal interest, without prior approval of the NCEA Board.

9. **Limitation of Liability.**

a. **Indemnification.** Each NCEA member shall indemnify and hold harmless NCEA against any and all losses, claims, liabilities, suits or judgments, costs and expenses suffered by NCEA as a result of the member's breach of any obligation undertaken by such member or representation made by such member. NCEA shall likewise indemnify and hold harmless each NCEA member against any and all losses, claims, liabilities, suits or judgments, costs and expenses suffered by such member as a result of NCEA's breach of any obligation undertaken by NCEA.

b. **Right to Inspect.** Each NCEA member shall have the right to inspect the books or records maintained by NCEA upon demand made to NCEA and costs of such inspection shall be the responsibility of the inspecting member.

c. **Participation.** No NCEA member shall be liable for any expenses or costs with respect to any project in which the member is not a participant or a recipient of funding or other benefit.

10. **Adherence to Applicable Requirements.** The NCEA members agree to:

- a. Pass appropriate ordinances or resolutions requiring compliance with any reporting or other requirements imposed by applicable law, NCEA or a granting agency; and
- b. Submit such forms, financial reporting, or other information as is required by applicable law, NCEA or a granting agency.

11. **Withdrawal of Member.** In the event any member of NCEA desires to withdraw from this Agreement, said member shall forfeit any future opportunities for funding administered by NCEA, but shall remain liable for fulfillment of any obligation undertaken by the withdrawing member with respect to any granting agency, or the NCEA, and shall remain responsible for any unpaid assessments assigned to the member by the NCEA and any financial assurances that may have been provided by the member to the NCEA or a granting agency. Any member seeking to withdraw from membership in NCEA shall file in the office of NCEA a certified copy of the resolution of the member's governing body approving withdrawal and the withdrawal shall be effective upon such filing.

12. **Termination of Agreement.**

a. **Duration.** NCEA shall continue in existence and operation for the active life of the NET-CNCDAF Project 14/149, including all phases of the NET-CNCDAF Project 14/149, and thereafter as determined by the Board to be beneficial to the constituents of the members hereto, unless terminated as herein provided, but this Agreement shall terminate on or before the date which is sixty (60) years after execution of this Agreement by the first member unless extended in writing and approved by the Board.

b. **Dissolution.** NCEA may be dissolved by the governing bodies by a majority of the NCEA members adopting resolutions approving such dissolution, provided that NCEA may not be dissolved until all funding obligations, including but not limited to any reporting or other obligations to a granting agency, outstanding notes, agreements, or contractual obligations and legal claims shall have been satisfied in full. Upon dissolution of NCEA, each member shall become the owner of a fractional undivided interest in all remaining assets of NCEA. Each member's undivided fractional interest in such assets shall be determined in accordance with the total membership of NCEA at time of dissolution.

13. **Miscellaneous.**

a. **Amendment and Modification.** This Agreement may be amended or modified only upon approval of a majority of the NCEA Membership Board.

b. **Assignment.** No member may assign its rights under this Agreement.

c. **Counterparts.** Original counterparts of this Agreement shall be executed and delivered by each Original and New member to the NCEA. Executed originals shall be placed on file at an office designated by the Board. The NCEA members agree that the separately executed copies of this Agreement constitute the NEBRASKA COMMUNITY ENERGY ALLIANCE INTERLOCAL COOPERATION AGREEMENT of the NCEA and shall be given full force and effect.

d. **Effective Date.** This Agreement shall become effective upon the signing of all governing bodies of the respective original nine (9) named members hereto after each such member has adopted resolution approving and authorizing the execution of this Agreement. The NCEA established hereby shall come into existence upon the first meeting of the NCEA at a duly called public meeting. Each NCEA member shall provide to the NCEA a certified copy of each resolution approving and authorizing the execution of this Agreement and designating a Voting Delegate for the purpose of the annual membership meeting.

e. **Governing Law.** This Agreement and all disputes related to or arising therefrom shall be governed, construed, and enforced in accordance with the laws of the

State of Nebraska, without regard to conflict of law rules, and exclusive jurisdiction of any dispute shall rest with the courts of the State of Nebraska.

- f. **Integration.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those expressly set forth herein. All prior and contemporaneous negotiations, discussions, memos and other writing are merged and incorporated herein, it being the intention of the parties that this be a final and full expression of the their agreement. No agent, employee or other representative of any party hereto is empowered to alter any of the terms herein unless such alteration is done in writing and signed by all parties hereto.
- g. **Severability.** If any provision, term, or clause in this Agreement is held unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.
- h. **Headings.** The headings used in this Agreement are for convenience only and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the below New Members have signed and executed this agreement on the dates shown next to their respective signatures as follows:

(Name of New Member)

By: _____

Date: _____

Print name and title: _____

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Northeast Nebraska
Economic Development District

www.nenedd.org

November 6, 2015

Brian Gaskill, Program Representative
Nebraska Department of Economic Development
301 Centennial Mall South
P.O. Box 946666
Lincoln, NE 68509

Dear Mr. Gaskill:

On November 6, 2015 the Wayne City Council approved an amendment request for Community Development Block Grant #13-CIS-106. The amendment requests a budget amendment for CDBG fund allocations.

After completion of all CDBG projects the Clearance and Demolition went under budget by \$4,335 and the Public Facilities project went over budget by \$39,000. Along with moving money in the project activities, we would also like to move \$8,325.00 of general administration to the Public Facilities budget; this will leave \$2,000 in the general administration for grant closeout.

Your consideration of this request is greatly appreciated. If you have any questions regarding the project and its process, please do not hesitate to contact me or Alyssa Kallhoff with the Northeast Nebraska Economic Development District at (402) 379-1150.

Sincerely,

Ken Chamberlain, Mayor
City of Wayne

CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. All attachments identified under the applicable amendment type must be submitted along with this form.

CDBG Grant # 13-CIS-106 CDBG Grantee City of Wayne

DED Program Representative Brian Gaskill

Person Completing this form Name Alyssa Kallhoff

Contact Number 402-379-1150

Email alyssak@nenedd.org

Complete the sections for each type of amendment requested and submit this form, along with the required attachments, to the Department.

Extension of Contract End Date

Original Contract End Date _____

Current Contract End Date including any previously approved extensions _____

Proposed Contract End Date _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the extension;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this extension, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Current Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this decrease, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget Amendment

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Clearance/Demo	30	\$30,000	\$0	\$30,000
Public Faciliti	70	\$80,000	\$0	\$80,000
Streets	230	\$0	\$65,200	\$65,200
Storm Sewers	250		\$65,200	\$65,200
Water/Sewer	300		\$65,200	\$65,200
Housing Rehab	530	\$75,000		\$75,000
Housing Mgmt	580	\$6,000		\$6,000
Risk Assess.	580	\$4,500		\$4,500
General Admin	181	\$19,500		\$19,500
Total		\$215,000	\$195,600	\$410,600

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Clearance Demo	30	\$25,665	\$0	\$25,665
Public Facilitite	70	\$178,160	\$0	\$178,160
Water/Sewer	300		\$195,500	\$195,500
General Admin	181	\$11,175		\$11,175
Total		\$215,000	\$195,500	\$410,500

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6: Environmental Review).

DED Use Only	
Date amendment request received	
Date amendment approved/denied	