

**AGENDA
CITY COUNCIL MEETING
January 19, 2016**

1. [Approval of Minutes – January 5, 2016](#)

2. [Approval of Claims](#)

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

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the 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 Wayne Volunteer Fire Department Application for Membership of Brock Hunter — Phil Monahan, Fire Chief](#)

4. [Action on the Recommendation of the LB840 Sales Tax Advisory Committee on a Request by Beck Ag, Inc., for a \\$50,000 low-interest loan, for no more than 5 years, to relocate to a larger office in Wayne \(from Mineshaft Mall to College Plaza\) and to prepare for future growth.](#) The recommended terms from the Committee includes a \$50,000 loan at 3% interest for 3 years.

Recommendation: The recommendation of the LB840 Sales Tax Advisory Committee is attached.

5. [Action on the Recommendation of the LB840 Sales Tax Advisory Committee on a Request by Adam Manoucheri/Crossroads-Atoll Productions, LLC, for a \\$40,000 loan to purchase and remodel/finish the properties at 200 and 202 Main Street.](#) The recommended terms from the Committee includes a \$40,000 loan at 3% interest for 15 years. The committee also recommends that the Council establishes a timetable for the completion of the repairs and improvements to the exterior.

Recommendation: The recommendation of the LB840 Sales Tax Advisory Committee is attached.

6. [Report to Council on LB840 Activity — Wes Blecke, Director of Wayne Area Economic Development](#)

7. Presentation of FY14-15 Audit – Terry Galloway, Almquist, Maltzahn, Galloway & Luth, PC

8. [Resolution 2016-2: Approving Engineering Proposal to design the 4th Street Project](#)

Background: This item was tabled at the last meeting. I brought a proposal from a new civil engineering office in Wayne to design the paving and storm drain system, water and sewer mains to extend 4th Street from Jaxon Street east to South Centennial Road, and to extend Tomar Drive south to 4th Street and pave a new access street from 4th Street to the Summer Sports Complex parking lot. This project wouldn't all be built at one time, but the start of new residential development is planned for Lot 4 at the intersection of 4th Street and Tomar Drive this summer. We'd like to time the bids to coincide with work already being done by the Windom Street paving contractor who will be back in town in late spring to possibly catch a construction bid advantage.

Because developers have been moving into the east with no master plan for street elevations nor area storm water drainage plan, we chose to design the 4th Street and intersecting side streets as one plan to have the best total designed project, but to build only the segments of streets and utilities as needed for future expansion.

Recommendation: The recommendation of Lowell Johnson, City Administrator, and Joel Hansen, Street Superintendent, is to accept the proposal of McLaury Engineering. At Council's request, we solicited proposals from three other firms that we regularly use, and we received two. All three proposals are attached. The McLaury proposal is at an hourly basis for only the time used, with an estimated total cost. That allows for a lower fee if the project uses less time. McClaury did not change their fee. All are good companies.

In the past, we have retained engineering firms based on their capabilities and our experience with them. We have checked McLaury's background. All three proposals received are competitive for this large of a project. We believe the opportunity of a new engineering/surveying office locally warrants adding them to our mix of firms with this project.

9. [Resolution 2016-3: Approving Community Development Block Grant Contract Amendment \(A3\) Budget Amendment](#)

Background: This action is needed to "true up" the difference between the budgeted plan in the application and the actual use of funds in the 2013 CIS Grant. The costs for demolition and administration were less, and the amount left over will be used to help pay more of the East Park storm shelter cost.

10. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
January 5, 2016**

The Wayne City Council met in regular session at City Hall on Tuesday, January 5, 2016, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Jason Karsky, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Matt Eischeid.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 24, 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 Haase made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meeting of December 15, 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 Eischeid 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: ALTEC INDUSTRIES, SU, 167.75; AMAZON.COM, SU, 156.26; AMERICAN RED CROSS, RE, 20.00; AMERITAS, SE, 2378.56; AMY K. MILLER, SE, 5,416.67; APPEARA, SE, 178.24; ARC-HEALTH & SAFETY, SE, 19.00; AS CENTRAL SERVICES, SE, 448.00; AWWA, FE, 300.00; BAKER & TAYLOR BOOKS, SU, 513.36; CITY EMPLOYEE, RE, 264.95; BLACK HILLS, SE, 1205.36; BLACKBURN MANUFACTURING, SU, 347.19; BOMGAARS, SU, 6.99; CITY EMPLOYEE, RE, 51.86; BROWN SUPPLY, SU, 292.88; CARHART LUMBER CO, SU, 234.67; CENTURYLINK, SE, 413.95; CITY OF WAYNE, RE, 845.00; CITY OF WAYNE, PY, 66480.07; CITY OF WAYNE, RE, 817.66; CLARITUS, SU, 145.04; COMMUNITY HEALTH, RE, 4.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 2085.43; ECHO GROUP, SU, 208.04; FIRST CONCORD GROUP, SE, 2985.30; FIRST SOURCE TITLE&ESCROW, SE, 340.00; FLOOR MAINTENANCE, SU, 676.63; GALE GROUP, SU, 99.41; GERHOLD CONCRETE, SU, 2113.51; GROSSENBURG IMPLEMENT, SU, 16.75; HOMETOWN LEASING, SE, 412.86; HTM SALES, SU, 196.19; ICMA, SE, 6435.14; INTERSTATE INDUSTRIAL SER, SE, 130.88; IRS, TX, 24255.93; JEO CONSULTING GROUP, SE,

9637.50; JILL BRODERSEN, AIA, SE, 774.00; JOHNSON HARDWARE, SU, 93.68; CITY EMPLOYEE, RE, 258.22; CITY EMPLOYEE, RE, 527.83; MICHAEL FELDMAN, RE, 500.00; MICHAEL TODD & CO, SU, 757.96; MIDLAND COMPUTER, SE, 2447.25; MUNICIPAL SUPPLY, SU, 658.28; NNEDD, SE, 165.00; CITY EMPLOYEE, RE, 116.75; NE DEPT OF REVENUE, TX, 3457.34; NE LIBRARY COMMISSION, SE, 1024.64; NE NEB INS AGENCY, SE, 65697.00; NE PUBLIC HEALTH ENVIRONM, SU, 1762.00; NNPPD, RE, 1514.85; NNPPD, SE, 12134.60; NWOD, FE, 15.00; OLSSON ASSOCIATES, SE, 205.99; OPTIMUM DATA, SU, 1161.70; CITY EMPLOYEE, RE, 132.06; PITNEY BOWES, SE, 1479.79; RESCO, SU, 1850.03; ROBERT WOehler & SONS, SE, 101358.18; ROBERT WOehler & SONS, SE, 6137.84; ROBERTSON IMPLEMENT, SU, 79.30; SAND CREEK POST & BEAM, SU, 989.67; SKARSHAUG TESTING LAB, SE, 457.17; SOOLAND BOBCAT, SU, 342.00; STADIUM SPORTING GOODS, SU, 63.00; STAPLES ADVANTAGE, SU, 155.57; SUPERCIRCUITS, SU, 420.00; UNITED WAY, RE, 12.00; VERIZON, SE, 99.62; WAED, SE, 7216.66; WAYNE COUNTY COURT, RE, 300.00; WESCO, SU, 1304.06; WESTERN OFFICE PRODUCTS, SU, 30.00; WIGMAN CO, SU, 904.17; ZEE MEDICAL SERVICE, SU, 139.61; ALL-AMERICAN PUBLISHING, SU, 373.00; ALTEC INDUSTRIES, SU, 2089.00; AMERICAN BROADBAND, SE, 2681.16; APPEARA, SE, 128.02; ASCAP, FE, 336.00; BAKER & TAYLOR, SU, 840.98; BLUE CROSS BLUE SHIELD, SE, 35325.60; CERTIFIED TESTING SERVICE, SE, 2356.00; CITY OF WAYNE, RE, 600.00; CITY OF WAYNE, RE, 1468.76; ED. M FELD EQUIPMENT, SU, 169.20; EVERETT SCHULTZ, SE, 450.00; FIRST CONCORD GROUP, FE, 156.00; GERHOLD CONCRETE, SU, 2402.44; GILL HAULING, SE, 170.50; GROSSENBURG IMPLEMENT, SU, 551.10; CITY EMPLOYEE, RE, 627.61; CITY EMPLOYEE, RE, 618.43; INGRAM, SU, 13.77; CITY EMPLOYEE, RE, 372.18; CITY EMPLOYEE, RE, 307.55; KELLY SUPPLY CO, SU, 72.93; KRIZ-DAVIS, SU, 211.86; LEAGUE OF NEBRASKA, FE, 324.00; MARCO, SE, 126.36; MAXIMUM SOLUTIONS, SE, 1463.96; MICHAEL TODD & CO, SU, 228.25; MUFFIN MORRIS, RE, 420.00; NE SAFETY COUNCIL, SE, 18.54; NE SALT & GRAIN, SU, 1783.98; NNPPD, SE, 5944.00; ONE CALL CONCEPTS, SE, 17.85; OTTE CONSTRUCTION CO, SE, 19250.00; PAC N SAVE, SU, 903.53; PENGUIN RANDOM HOUSE, SU, 41.25; PLUNKETT'S PEST CONTROL, SE, 70.00; QUALITY FOODS, SU, 16.27; S & S WILLERS, SU, 1737.22; SCOTT HASEMANN, RE, 500.00; SKARSHAUG TESTING LAB, SU, 397.36; STATE NEBRASKA BANK, RE, 70.29; STEFFEN INC, SU, 74.23; STOREY KENWORTHY, SU, 281.49; STRATTON, DELAY, DOELE, SE, 127.40; THE MIDWEST MESSENGER, SU, 35.00; TOM'S BODY & PAINT SHOP, SE, 120.66; TYLER TECHNOLOGIES, SE, 9531.95; VAKOC BUILDER'S RESOURCE, SE, 141.01; VERMEER EQUIPMENT, SU, 35000.00; VIAERO, SE, 246.13; WAED, SU, 800.00; WESCO, SU, 390.55; WAPA, SE, 29959.21

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

Mayor Chamberlain stated the time was at hand for the public hearing regarding an application for a Retail Class D Liquor License for JB Mart, Inc., d/b/a “JB Mart” located at 603 Main Street.

Matt Janssen was present to answer questions. He is the new owner of the former Sinclair property.

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

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

Councilmember Giese introduced Resolution No. 2016-1 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2016-1

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS D LIQUOR LICENSE — JB MART, INC., D/B/A “JB MART.”

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

Paul Davis with DGR Engineering presented the Comprehensive Electric Distribution Study. Mr. Davis stated DGR analyzed the existing system under present and future projected loads and that covers a 10-year plan. Their goals in this electric system study were to identify the deficiencies, recommend improvements to eliminate those deficiencies, and provide cost estimates for fiscal planning. Mr. Davis reviewed the four phases of improvements. The total estimated cost of all four phases, less improvements made by the City, was \$12,219,000.

Tim Sutton, Electric Line Supervisor, was also present and advised the Council that he and his crew have already started making some of the changes recommended by DGR.

Jon Olsen, the Project Engineer with Olsson Associates, updated the Council on the Phase II Trail Project.

He noted that the NEPA (National Environmental Policy Act) document would need to be revisited and then reviewed by some of the other agencies for their approval if any adjustment is made to the alignment of the trail that takes you out of the 100' corridor. This would delay the project about 3 years.

One of the new alignments that was presented was to take the northern part of the trail that goes onto the street system and move it into the property or field that is the north of the city limits. Another alternative that was looked at was to take the trail from the Community Activity Center and go west on 7th Street to where the new Bomgaars building is, then go north one mile to the county road, come back east to Highway 15, and then head south on highway 15 to Wayne State College. This route, however, was something that staff felt the Nebraska Department of Roads would not approve.

After discussion, Joel Hansen, Street Superintendent, reiterated that the four trail option routes were:

- Westwood Road on the terrace (8' sidewalk);
- Westwood Road on the street (5' sidewalk, bike paths on both sides of the street, no parking on both sides of the streets, and one-way traffic);
- Stopping at the Community Activity Center; and
- Going into the farm field just north of city limits.

Mr. Hansen advised the Council that the Department of Roads combined the underpass and the trail into one project. If the trail stops at the CAC, then the underpass goes away. In addition, he told the Council that the City did not ask for the trail to stop at the CAC. They asked that it stop on the north side of the highway at the park.

Mayor Chamberlain advised the public that either at the next Council meeting or the first meeting in February, this matter would be back on the agenda for Council to make a decision on the route. He will allow public comment at that time and limit the time for those to speak for and against the agenda item.

Administrator Johnson stated that Council must approve a legal address for establishments where Keno can be conducted in Wayne. The 4th Jug has requested there establishment be considered for approval.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, approving the following lottery location: The 4th Jug, 1001 E. 7th Street, Wayne, NE 68787. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

The following Resolution would approve an engineering proposal from Steve Rames to design the 4th Street Project. Administrator Johnson stated a request has been received to obtain a second quote for the engineering services on this project. If that is council's desire, then action on the Resolution should be tabled. Engineers design with different levels of detail, and we may not need the level of detail we are getting for this project. One of the things that Advanced Engineering Services has done for us is that they eliminate a lot of the detail. Staff will review the scope of work again.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to table action on Resolution 2016-2 until a second bid can be obtained.

Councilmember Giese also stated he thought this would tie into a discussion of what is going to happen with the lagoon at the retreat, because it could have an impact on the flow of traffic in that area.

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

JEO Consulting Group, Inc. presented Application for Payment No. 6 for the "2016 Wayne Aquatic Center Project" for \$204,054.74 to Christiansen Construction Co., LLC. They have found the work to date completed in accordance with the plans and specifications and recommended approval of the same.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, approving Application for Payment No. 6 for \$204,054.74 to Christiansen Construction Co., LLC, for the “2016 Wayne Aquatic Center Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

JEO Consulting Group, Inc. presented Application for Payment No. 5 for the “2015 Wastewater Treatment Facility Improvement – Phases 3, 4, & 5 Project” for \$197,746.21 to Eriksen Construction. They have found the work to date completed in accordance with the plans and specifications, and recommended approval of the same.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving Application for Payment No. 5 for \$197,746.21 to Eriksen Construction for the “2015 Wastewater Treatment Facility Improvement – Phases 3, 4, & 5 Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid 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 Eischeid who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:41 p.m.

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CLAIMS LISTING JANUARY 19, 2015

ADVANCED CONSULTING	GRAINLAND RD WATER/SEWER IMPR.	2,030.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,994.55
APPEARA	MAT SERVICE	109.77
ARBOR DAY FOUNDATION	MEMBERSHIP DUES	100.00
ARNIE'S FORD-MERCURY INC	WIPER SWITCH	160.97
AWE ACQUISITION, INC	EARLY LITERACY STATION	3,773.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	246.70
BIG T ENTERPRISES, INC	CORE RETURN/BATTERY	95.95
BOMGAARS	OVERSHOES/TOOL BOX/SHOVELS/HEATER	2,336.56
CITY EMPLOYEE	HEALTH REIMBURSEMENT	141.10
CITY EMPLOYEE	HEALTH REIMBURSEMENT	2,388.80
BROWN SUPPLY CO	LIGHT BAR	222.50
CARHART LUMBER COMPANY	BATTERIES/TAPE/RIVETS/PAINT/ROPE	359.95
CERTIFIED TESTING SERVICE	AQUATIC CENTER	884.00
CHARTWELLS	SENIOR CITIZEN MEALS	5,589.00
CHRISTIANSEN CONSTRUCTION	AQUATIC CENTER	204,054.74
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUNDS	350.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	350.00
CITY EMPLOYEE	EMPLOYEE APPRECIATION SUPPLIES	409.45
CITY OF WAYNE	PAYROLL	70,331.46
CITY OF WAYNE	UTILITY REFUNDS	1,155.83
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	423.66
CITY EMPLOYEE	HEALTH REIMBURSEMENT	156.58
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	78.00
EASYPERMIT POSTAGE	POSTAGE	825.60
ECHO GROUP INC JESCO	HEATER/HAND DRYER/THERMOSTATS	1,072.51
CITY EMPLOYEE	VISION REIMBURSEMENT	8.00
EMPLOYERS MUTUAL CASUALTY	WORK COMP	500.00
ERIKSEN CONSTRUCTION CO	WWTP BIOSOLIDS	197,746.21
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	219.00
FRANK SHEDA JR.	LIB/SR CENTER CLEANING	243.75
GAMBLE LANDSCAPING	GAMBLE LANDSCAPING	160.00
GAMBLE, BRIAN	ENERGY INCENTIVE	106.10
ICMA RETIREMENT	RETIREMENT	6,360.30
IPMA	POLICE EXAM	159.00
IRS	FEDERAL WITHHOLDING	26,798.64
JORGENSEN CONCRETE & CONS	STEEL CONCRETE FORMS	500.00
K & S DOOR CO, INC.	TS DOOR REPAIR	271.50
KELLY SUPPLY COMPANY	AIR REGULATORS	108.43
KRIZ-DAVIS COMPANY	LIGHTS	374.35
KTCH AM/FM RADIO	RADIO ADS	641.00
LINPEPCO	CAC POP (BANK DEBIT)	297.60
LUTT OIL	GASOLINE	4,180.82
MAGGIE GUBBELS	ENERGY INCENTIVE	500.00

MATTHEW BENDER & CO	CRIMINAL & TRAFFIC LAW	349.81
MIDSTATES ERECTORS INC	COOLING TOWER DRAIN	1,636.92
MIDWEST LABORATORIES, INC	BOD TESTING	76.50
MUNICIPAL SUPPLY INC	CURB BOX	115.98
NE COLORADO CELLULAR	CELL PHONES	132.63
NE DEPT OF REVENUE	STATE WITHHOLDING	4,054.53
NE EMERGENCY SERVICE	NESCA MEMBERSHIPS	60.00
NE NEB INS AGENCY INC	INSURANCE	270.00
NE STATE TREASURER	UNCLAIMED PROPERTY	1,239.52
NEBR PUBLIC POWER DIST	ELECTRICITY	267,126.71
ONE OFFICE SOLUTION	OFFICE SUPPLIES	120.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	159.17
POSTMASTER	PO BOX FEE	144.00
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	83.00
RON'S RADIO	BATTERY	37.20
SHOPKO	CLIP BOX/BATTERIES	40.43
SPARKLING KLEAN	JANITORIAL SERVICES	3,240.12
STAPLES ADVANTAGE	OFFICE SUPPLIES	85.91
STATE NEBRASKA BANK	ACH FEES	68.48
TYLER TECHNOLOGIES	INSITE TRANSACTION FEES/HR PROGRAM	5,816.25
US BANK	LODGING/MEMBERSHIPS/COMPUTER/LIGHTS	4,441.96
UTILITIES SECTION	REGISTRATION/WORKSHOP FEES	250.00
VESSCO INC	FILTER	616.83
WAYNE AUTO PARTS	FILTERS/WIRE/FUSE/SANDPAPER/BULBS	443.12
WAYNE COUNTY TREASURER	VEHICLE REGISTRATIONS	1,004.00
WAYNE FIRE DEPARTMENT	DONATION FROM CORNHUSKER ECON RENTAL	40.00
WAYNE HERALD	CAC RADIO ADS	2,584.79
WESCO DISTRIBUTION INC	TELESCOPIC STICKS/ISO LINK	936.79
WIGMAN COMPANY	FLANGED TEE/GASKETS	681.45
WISNER WEST	FD GASOLINE	43.75
Y & Y LAWN CARE	SPRING/FALL FERTILIZER	380.00

DELETE FROM CLAIMS LISTING 1/5/16

BAKER & TAYLOR - BOOKS \$491.32

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

APPLICATION FOR MEMBERSHIP

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

Name Brock Hunter Address 311 East 7th St
Phone Number (402) 369-6215 Social Security # _____
Driver's License Number and Issuing State H13241289, NE
Employer Casey Roofing Occupation Roofers
How long have you been employed by your present employer? 2 year
Previous Employer and Address Great Dane

Have you previously been a member of a Fire Department? yes
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Decatur Volunteer Fire & Rescue

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

NO

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

Applicant's Signature Brock Hunter Date 12/2/15

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

Applicant's Signature Brock Hunter Date 12/2/15

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

Cory Miller Jim Bergquist
Secretary's Signature _____ Date _____

Chief's Signature Paul Monahan Date 1-5-2016

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

.....
For record purposes only: Date of Birth 9/22/92

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**Economic Development
Chamber ■ Main Street**

January 15, 2016

Lowell Johnson
City Administrator
306 Pearl Street
Wayne, NE 68787

RE: Sales Tax Advisory Committee – recommendations for Beck Ag, Inc (\$50,000); and Adam Manoucheri/Crossroads-Atoll Productions, LLC (\$40,000)

Dear Lowell,

The Sales Tax Advisory Committee met on January 14 and reviewed two applications to Wayne's Economic Development Program fund.

The Committee recommended approving a request by Beck Ag Inc for a \$50,000 loan to relocate to a larger office in Wayne (from Mineshaft Mall to College Plaza) and to prepare for future growth. The requested terms were for a low interest loan at \$50,000 for no more than 5 years. The recommended terms from the committee includes a **\$50,000 loan at 3% interest for 3 years**. With 5 members of the Committee present and 1 via phone, the vote to recommend approval with the modified terms was unanimous.

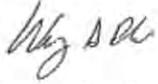
Using its "LB 840 Application Review" matrix, the committee scored the project with the following: *Doesn't Meet* scored 18; *Doesn't Meet/Somewhat Meets* scored 4; *Somewhat Meets* scored 15; *Somewhat Meets/Meets* scored 12; and *Meets* scored 11. This scoring is used for deliberation only. The committee does not use a raw number threshold to recommend projects to the City Council.

The Committee also recommended approving a request by Adam Manoucheri/Crossroads-Atoll Productions LLC for a \$40,000 loan to purchase and remodel/finish the properties at 200 & 202 Main Street. The recommended terms include a **\$40,000 loan at 3% interest for 15 years**. Also, the Committee recommends that the Council establishes a timetable for the completion of the repairs and improvements to the exterior. With 5 members of the Committee present and 1 via phone, the vote to recommend approval with the terms was unanimous.

Using its "LB 840 Application Review" matrix, the committee scored the project with the following: *Doesn't Meet* scored 12; *Doesn't Meet/Somewhat Meets* scored 8; *Somewhat Meets* scored 11; *Somewhat Meets/Meets* scored 12; and *Meets* scored 14. 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 these recommendations to the members of the City Council so necessary steps can be taken to complete the application process to the Wayne Economic Development Program fund. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "W. S. O.", is written above the typed name.

Executive Director

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

Application Number:
Date Received 12/4/15

LB840 (form approved 073109)

2015

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION
Applicant Name <i>Stephanie Liska</i>	Name/Business <i>Beck Ag, Inc.</i>
Mailing Address <i>112 E 2nd St. #104</i>	Address <i>112 E. 2nd St. #104</i>
<i>Wayne</i> NE <i>68787</i>	<i>Wayne</i> NE <i>68787</i>
(City) (State) (ZIP)	(City) (State) (Zip)
Telephone Number	Telephone Number <i>402-369-3389</i>
Fax Number	Federal Tax ID #/SS# <i>36-4131831</i>
Federal Tax ID Number	
Email Address	Email Address <i>sliska@beckag.com</i>
3. BUSINESS TYPE	5. FUNDING SOURCES
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company	WEDP Funds Requested \$ <i>10,000</i> } <i>\$50,000</i> <i>WB</i>
<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	Matching Funds \$ <i>10,000</i>
<input type="checkbox"/> Other _____	Other Funds \$ <i>50,000</i> } <i>\$10,000</i> <i>WB</i>
4. ASSISTANCE TYPE REQUESTED	Total Project Funds \$ <i>70,000</i> <i>estimated</i>
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down	<i>(Round amounts to the nearest hundred dollars.)</i>
<input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant	
<input type="checkbox"/> Other _____	

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

Beck Ag invested in build out of Mineshaft Mall @ \$50k with no request for support. Looking for \$50k, low interest for no more than 5 years to build out new location @ College Square Plaza to prepare for future growth. Request support to help meet build out needs.

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.

<i>[Signature]</i> Signature in ink	<i>Stephanie Liska</i> Typed Name and Title	<i>12-4-2015</i> Date Signed
<i>[Signature]</i> Attest	<i>Wes Blecke ED Director</i> Typed Name and Title	<i>12/4/15</i> Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:

Wayne Area Economic Development
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.					
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.	50,000	10,000	10,000	70,000	WAFED loan Business Equity
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	50,000	10,000	10,000	70,000	

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: *S. Krow* Date: 12-4-2015

Attest *[Signature]* Wes Blecke ED Director Date: 12/4/15
 Typed Name/Title

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	40,000	24,800	151,200	216,000	Matching – Cash Other – Bank Loan
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.					
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.			10,000	10,000	Wayne Area Economic Development Loan
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	40,000	24,800	161,200	226,000	

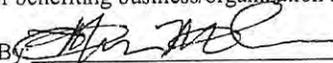
APPLICANT CERTIFICATIONS

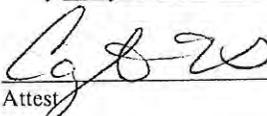
- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

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

By: _____ Date: _____

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

By:  member Date: 1/5/2016

 Attest
 CORBY SCHWEEDS / VP
 Typed Name/Title
 1-5-16
 Date

[Back to Top](#)

6-Month Report to the Wayne City Council
LB 840 Funds Committed (as of 12/31/15)

<u>Applicant</u>	<u>Amount</u>	<u>Type of funding</u>	<u>Purpose</u>	<u>Committee review</u>
Digital Blue	\$ 30,600.00	performance based loan	relocation/expansion	5/27/2009
Louis and Jevonah Benscoter	\$ 36,000.00	performance based loan	land development	8/13/2009
Interactive Impact	\$ 30,000.00	performance based loan	intellectual property development	8/13/2009
Jim Milliken (Godfathers)	a \$ 2,500.00	grant	parking lot (rain garden)	10/8/2009
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	11/12/2009
Wayne Area Economic Development (Project Majestic)	\$ 200,000.00	grant	theater renovation/remodel	11/12/2009
Wayne Veterans Memorial Project	b \$ 72,686.00	grant	memorial completion	2/11/2010
Farmers Market and Community Garden	c \$ 2,750.00	grant	marketing	4/15/2010
Wayne Hospitality Group LLC	d \$ 250,000.00	grant	hotel project	10/19/2010
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	12/21/2010
City of Wayne	j \$ 13,285.00	grant	water/sewer for Western Ridge III	8/1/2011
Windom Ridge	\$ 5,000.00	grant	housing study targeting 55+	8/1/2011
Miss Mollys Coffee Company	\$ 30,000.00	performance based loan	purchase building/new coffee shop	10/13/2011
Wayne Area Economic Development on behalf of WCNGC	i \$ 250,000.00 [info only]	loan guarantee	compressed natural gas car	10/13/2011; 07/12/12
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/7/2011
Wayne Community Theater	g \$ 5,000.00	grant	overhead doors replaced	12/8/2011
Wayne Area Economic Development (Chicken Show)	\$ 12,050.00	grant	marketing for Wayne Chicken Show	3/8/2012
Rainbow World Child Care Center	\$ 25,000.00	grant	facility addition	10/11/2012
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/8/2012
City of Wayne	\$ 17,500.00	grant	water/sewer for Western Ridge III	1/10/2013
Wreidt Properties	\$ 33,000.00	grant	trailer relocation	2/14/2013
Angel Village	\$ 240,000.00	performance based loan	senior village; common space	2/14/2013
City of Wayne	m \$ 30,000.00	grant	Welcome to Wayne signs (4)	11/14/2013
Wayne Area Economic Development	\$ 5,000.00	grant	general administration	12/12/2013
Darrin Barner (WSC Rugby)	n \$ 1,600.00 [info only]	grant	to replace goal post pads	1/9/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	performance based loan	build a bar and grill/package liquor	4/10/2014
Jen and Chad Claussen	\$ 23,765.00	performance based loan	purchase Swans and building	11/13/2014
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00	performance based loan	building addition and fiber glass car manu	8/4/2015
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/3/2015
<i>Subtotal of "grant"</i>	\$ 1,254,136.00	39.19%		
City of Wayne	f \$ 7,132.00	zero percent loan	housing downpayment match	10/8/2009
Jim Milliken (Godfathers)	a \$ 35,500.00	zero percent loan	parking lot	10/8/2009
Inet Library	e \$ 86,038.00	3 percent interest loan	expansion/start up expenses	2/10/2011
RBDK LLC	\$ 70,000.00	3 percent interest loan	new dental clinic at 7th & Pearl	8/11/2011
City of Wayne	h \$ 160,000.00 [info only]	zero percent loan	housing incentives (0% loans)	4/12/2012
Rainbow World Child Care Center	k \$ 75,000.00	zero percent loan	facility addition	10/11/2012
Mandy Benscoter and Louis Benscoter	\$ 50,000.00	zero percent loan	commercial bldgs on Jaxon St	1/10/2013
John and Molly Temme	\$ 65,000.00	3 percent interest loan	commercial property at 7&Dear	6/27/2013
Geno's Steakhouse	\$ 37,000.00	3 percent interest loan	renovation/windows/etc	7/28/2013
Paulson Construction	\$ 39,750.00	3 percent interest loan	purchase building/move bus. to city	7/28/2013
City of Wayne - SCPB, OCC Bldrs, IPI	l \$ 241,000.00	zero percent loan	disaster recovery loans (15 yrs. % payroll)	10/10/2013
Brent L. Pick	\$ 50,000.00	zero percent loan	15 yrs - buy&rebuild Estes/DB/NAPA	11/14/2013
Lutt Oil and Service (Rod L. and Christin E. Cook-Lutt)	\$ 50,000.00	3 percent interest loan	Buy and update Zach's/expand services	12/12/2013
NAPA - Wayne	\$ 50,000.00	zero percent loan	15 yrs - rebuild NAPA	1/9/2014
NAPA - Wayne	o \$ 25,000.00	zero percent loan	to rebuild; require annexation	1/9/2014
Leseberg Masonry and Construction	\$ 75,000.00	0% loan; 3% loan	rebuild \$40k at 0%; build \$35k at 3%	1/9/2014
Pat Garvin / Innovative Protectives	\$ 40,000.00	0% loan for 15 yrs	rebuild buildings lost to tornado	2/13/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	3% loan for 15 yrs	build a bar and grill/package liquor	4/10/2014
Dollar Plus	\$ 125,000.00	0% loan for 5 yrs	open Dollar Plus in Downtown Wayne	4/10/2014
Heft Trucking	\$ 50,000.00	0% loan for 15 yrs	rebuild building lost to tornado	6/12/2014
Tim Fertig	\$ 50,000.00	3% loan for 15 yrs(10yr balloon)	buy 2nd&Main prop and open fitness	7/28/2014
Jen and Chad Claussen	\$ 23,765.00	3% loan for 15 yrs	purchase Swans and building	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00	3% loan for 10 yrs	building addition and fiber glass car manu	8/4/2015
<i>Subtotal of revolving</i>	\$ 1,395,185.00	43.60%		
TOTAL FUNDS COMMITTED (as of December 31, 2015)	\$ 2,649,321.00	82.79%		
TOTAL AVAILABLE FOR 15 YEARS (to collect)	\$ 3,200,000.00			

a Committee recommended \$38,000 zero percent interest loan; Council granted \$2500 of this after the City requested a rain garden in the parking lot.
b Committee recommended \$75,000; only \$72,686 was spent
c Committee recommended \$1,250; Council approved \$2,750.
d Legally, this is a grant (not required to be paid back); however, the Wayne Hospitality Group LLC plans to honor their previous request's terms of 15 years at 0% interest.
e Committee recommended only an interest bearing loan for \$43,019; Council approved \$43,019 for an interest bearing loan and \$43,019 for a performance based loan. (all is now a loan)
f Committee recommended and Council approved \$64,200; only \$7,132 was used after the program closed.
g Committee recommended a 5 yr loan; Council approved the grant request.
h Initial housing request from the City was approved; further action by Council allocated housing funds from a different source
i Revision of previous approval (10/2011) - increased loan guarantee from \$150,000 to \$250,000 (07/2012); allocation became void after 12/31/12 if no company was in Wayne
j Committee/Council approved \$26,000 for wastewater improvements - only \$13,285 was used
k Committee recommended \$75,000 loan with interest half of its conventional rate; Council changed the loan to 0% interest
l \$500,000 was set aside for tornado relief (up to 10% of payroll); only \$241k was used
m Committee recommended a set number of \$28,000; the Council allowed the request of "up to" \$30,000 for signage
n Committee recommended approval but believed other sources of funds might be available; Council took no action on this recommendation.
o Originally a performance based loan; FTE requirement not met so is now a loan

City of Wayne LB840 City Sales Tax
Maximum amount \$3,200,000
January 15, 2016

Revenues

Sales tax from July 2009 to date	\$ 1,294,141.13
#1 Loan from Electric fund	\$ 500,000.00 REPAID
#2 Loan from Electric fund - up to \$120,000	\$ 70,000.00 REPAID
#3 Loan from Electric Fund	\$ 30,000.00 REPAID
#4 Loan from Electric Fund	\$ 500,000.00
#5 Loan from Electric Fund	\$ 237,000.00
#5 Loan from Electric Fund	\$ 125,000.00
Repayments to date	\$ 667,973.61
Interest to date	\$ 1,376.52
Total Revenues to date	\$ 3,425,491.26

Uses of Funds	TYPE	GRANTS	FORGIVABLE LOANS	LOANS	STATUS
Digital Blue - approved	forgivable loan		\$ 30,600.00		completed
Interactive Impact - approved	forgivable loan		\$ 30,000.00		completed
City of Wayne Housing DPA - loan - approved - repaid	loan-repaid			\$ 7,132.00	completed
Benscoter Subdivision - engineering costs- approved	forgivable loan		\$ 36,000.00		completed
Godfather's Pizza - approved	Grant & loan	\$ 2,500.00		\$ 35,500.00	completed
Wayne Movie Theater (Project Majestic) - approved	grant		\$ 200,000.00		completed
Community Wide Promotion - approved	grant	\$ 45,000.00			continual
Wayne Veterans Memorial	grant	\$ 72,685.87			completed
Farmers Market & Community garden	grant	\$ 2,750.00			completed
Northeast Nebraska Investors - motel - approved	loan/grant			\$ 250,000.00	REPAYMENT STARTED 12/15
DRJ LLC/Inet Library (filed bankruptcy)	1/2 loan-now all loan			\$ 86,038.00	
RBDK LLC	loan			\$ 70,000.00	
Wayne Community Theatre	grant	\$ 5,000.00			completed
Bomgaars - sewer line under highway	grant	\$ 13,285.00			completed
Windom Ridge - housing study	grant	\$ 5,000.00			completed
Miss Molly's	forgivable loan		\$ 30,000.00		
Chicken Show (\$12,050)	grant	\$ 8,515.46			
Rainbow World	grant & loan		\$ 25,000.00	\$ 75,000.00	
Mandy Benscoter	loan			\$ 25,000.00	REPAID 100%
John & Molly Temme	loan			\$ 65,000.00	REPAID 100%
Julie Cull	loan			\$ 37,000.00	
Paulson Const	loan			\$ 39,750.00	
Innovative Protectives	loan			\$ 10,000.00	
OCC Builders	loan			\$ 37,000.00	
Sand Creek Post & Beam	loan			\$ 37,000.00	
Western ridge III sewer line	loan			\$ 193,900.00	
Lutt Oil	grant	\$ 17,500.00			completed
Welcome to Wayne Signs	loan	\$ 50,000.00		\$ 50,000.00	
	grant	\$ 22,002.03		\$ 22,002.03	

Mandy Benscoter	\$ 25,000.00	loan	\$ 25,000.00	
Brent Pick	\$ 50,000.00	loan	\$ 50,000.00	REPAID 100%
NAPA	\$ 75,000.00	loan	\$ 50,000.00	
Pat Garvin	\$ 40,000.00	loan	\$ 40,000.00	
Leseberg	\$ 75,000.00	loan	\$ 75,000.00	
Dollar Plus Gurken O.	\$ 125,000.00	loan	\$ 125,000.00	REPAID 100%
Ken Jorgensen	\$ 250,000.00	loan/forgivable	\$ 125,000.00	
Rod Hefti	\$ 50,000.00	loan	\$ 50,000.00	
Fertig	\$ 50,000.00	loan	\$ 50,000.00	
Claussen	\$ 47,530.00	loan/forgivable	\$ 23,765.00	
Rezrected Rod	\$ 50,000.00	loan/forgivable	\$ 25,000.00	
	\$ 2,364,688.36		\$ 194,238.36	\$ 1,620,085.00
Principal & interest repayments to electric fund	\$ 695,930.00			
	\$ 3,060,618.36			

Current Cash Balance

\$ 221,294.17

Commitments approved for Sales Tax Funds

Chicken Show	\$ 3,534.54	grant	\$ 3,534.54	
Angel Village	\$ 240,000.00	grant & loan	\$ 240,000.00	
Wriedt Properties	\$ 33,000.00	grant	\$ 33,000.00	
Welcome to Wayne Signs	\$ 7,997.97	grant	\$ 7,997.97	
Total Commitments	\$ 284,532.51		\$ 11,532.51	\$ 273,000.00
Loans to be repaid				
of \$500,000	\$ 500,000.00			
+ interest to 3/30/21	\$ 50,250.00			
of \$237000	\$ 237,000.00			
+ interest to 7/31/20	\$ 16,995.00			
of \$125000	\$ 125,000.00			
+ interest to 7/31/18	\$ 6,750.00			
Total Debt to be repaid	\$ 935,995.00			\$ 935,995.00

Funds expended to date

Commitments	\$ 2,364,688.36
Interest commitments	\$ 284,532.51
Total current & future dollars allocated	\$ 2,723,215.87
Revenues to date	\$ 1,294,141.13
Future Sales tax dollars committed.	\$ 1,429,074.74

FORGIVABLE LOANS

GRANTS \$ 3,534.54

FORGIVABLE LOANS \$ 240,000.00

\$ 33,000.00

\$ 7,997.97

\$ 11,532.51

\$ 273,000.00

Balance of \$3.2 million

\$476,784.13 Unallocated

principal

Interest

City of Wayne
LB 840 - 40% of 1% City Sales Tax

Last Updated

1/15/16

City of Wayne City of Wayne City Sales Tax (est. 2% growth)	Potential Projects Costs	Actual 2008-09	Actual 8/5/10	Actual 9/30/11	Actual 9/30/12	Actual 9/30/13	Actual 9/30/14	Actual 9/30/15	Estimated Budget 2015-16	Actual collections & expenses to 2015-16	Estimated Budget 2016-17	Estimated Budget 2017-18	Estimated Budget 2018-19	Estimated Budget 2019-20	Estimated Budget 2020-21	Estimated Budget 2021-22	Estimated Budget 2022-23	Estimated Budget 2023-24	Estimated Budget 2024-25	Maximum of \$3,200,000 for LB 840 projects
Loan	13,925.43	13,925.43	689,092.47	190,988.70	293,704.00	262,070.73	1,219,172.40	499,181.77	342,068.00	54,977.50	105,495.39	105,495.40	105,495.40	105,495.39	105,495.39	105,495.39	105,495.39	105,495.39	105,495.39	1,462,000.00
Loan Repayments			378.23	632.06	55.04	35.91	44.77	121.56	100,898.00	51.95	44.77	44.77	44.77	44.77	44.77	44.77	44.77	44.77	44.77	1,462,000.00
Interest																				1,462,000.00
Total Revenues			689,092.47	190,988.70	293,704.00	262,070.73	1,219,172.40	499,181.77	342,068.00	114,177.03	351,478.60	6,109,445.70								
Potential Projects by Approved LB840 Category																				
Relocate &/or assist qualifying business																				
Daniel Blue - approved	30,600.00																			30,600.00
Interactive Impact - approved	30,000.00																			30,000.00
Northwest Nebraska Investors - motel - approved	250,000.00																			250,000.00
Bonahears - sewer line under highway - grant	26,000.00																			26,000.00
Miss Molly's - approved	30,000.00																			30,000.00
Subtotal	366,600.00																			366,600.00
Bonds																				
Loan repayment	622,875.00																			622,875.00
Subtotal	622,875.00																			622,875.00
Small Business microenterprise																				
Farmers Market & Community garden - grant	2,750.00																			2,750.00
Sewer Line to Mill Drive	17,500.00																			17,500.00
Rainbow world - grant	25,000.00																			25,000.00
Subtotal	45,250.00																			45,250.00
Tourism																				
Wayne Veterans Memorial	72,695.87																			72,695.87
Subtotal	72,695.87																			72,695.87
Marketing																				
Community Wide Promotion - approved	25,000.00																			25,000.00
Welcome to Wayne Signs	35,000.00																			35,000.00
Children Show	12,695.87																			12,695.87
Subtotal	72,695.87																			72,695.87
Housing Development																				
Engineering Supervision - engineering costs- approved	36,000.00																			36,000.00
Wayne Housing Authority	5,000.00																			5,000.00
City of Wayne Housing DPA - loan - approved - repaid	7,132.00																			7,132.00
Subtotal	48,132.00																			48,132.00
Revitalize Downtown																				
Wayne Movie Theater (Project Maestic) - approved	200,000.00																			200,000.00
Wayne Community Theater	5,000.00																			5,000.00
Subtotal	205,000.00																			205,000.00
Revolving loan																				
Godfather's Pizza - approved	38,000.00																			38,000.00
DRJ LLC/Inet Library - 3% - approved	43,019.00																			43,019.00
DRJ LLC/Inet Library	43,019.00																			43,019.00
RBDK LLC	70,000.00																			70,000.00
Rainbow world - 0%	75,000.00																			75,000.00
Mandy & Louis Benscoter	50,000.00																			50,000.00
John & Molly Temme	95,000.00																			95,000.00
Blueberry Const	38,750.00																			38,750.00
Innovative Protectives	10,000.00																			10,000.00
OCC Builders	37,000.00																			37,000.00
Sandcreek Post & Beam	193,900.00																			193,900.00
Lutt OH	50,000.00																			50,000.00
NAPA	75,000.00																			75,000.00
Lesaberg	75,000.00																			75,000.00
Brent Pick	50,000.00																			50,000.00
Pat Garvin	50,000.00																			50,000.00
Ken Jorgensen	250,000.00																			250,000.00
Gurken Ozenci	\$ 125,000.00																			125,000.00
Rod Helti	\$ 50,000.00																			50,000.00
Tim Fertig	\$ 47,530.00																			47,530.00
Jen Clausen / Swans	\$ 50,000.00																			50,000.00
Winning Finish	\$ 50,000.00																			50,000.00
Subtotal	1,564,218.00																			1,564,218.00
LB840 Projects																				
Subtotal	2,996,811.00																			2,996,811.00
Total	\$ 6,109,445.70																			\$ 6,109,445.70
Remaining Funds																				
Wayne Veterans Memorial	\$ 62,674.57																			62,674.57
Subtotal	\$ 62,674.57																			\$ 62,674.57

RESOLUTION NO. 2016-2

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AN AGREEMENT BETWEEN THE CITY OF WAYNE AND _____ FOR ENGINEERING SERVICES FOR THE "4TH STREET PAVING PROJECT (JAXON STREET TO SOUTH CENTENNIAL ROAD)."

WHEREAS, three proposals have been received regarding the "4th Street Paving Project;" and

WHEREAS, said proposals have been reviewed by city staff; and

WHEREAS, city staff is recommending that the proposal of _____ in the amount of \$ _____ be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement for the "4th Street Paving Project" be accepted as recommended, and the Mayor be, and he hereby is instructed and authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 19th day of January, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 8, 2016

City of Wayne
Attn: Lowell Johnson
306 Pearl Street
Wayne, NE 68787

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES
Fourth Street Paving Improvements (the "Project")
Wayne, Nebraska

Dear Mr. Johnson:

It is our understanding that the City of Wayne ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

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

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

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	January 20, 2016
Data Collection Complete:	Week of February 1, 2016
DEQ/HHS Submittals:	Week of February 29, 2016
Council Approval of Documents:	April 5, 2016
Advertise for Bids:	April 7, 2016
Open Bids:	April 28, 2016
Bid Recommendation to Council:	May 3, 2016

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Sixty Nine Thousand Seven Hundred Dollars (\$69,700.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

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

OLSSON ASSOCIATES, INC.

By  _____
Rodney L. Hanson

By  _____
Chad P. Kehrt

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Wayne

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions
Scope of Services

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 8, 2016 between City of Wayne ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated January 8, 2016 between City of Wayne ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 4th Street, Tomar Street, and Rugby Road

Project Description: Bid Package #1 –

- 4th Street: Paving and utilities, approximately 1325 foot, starting at Jaxon Street.
- Tomar Street: Paving extension to 4th Street, approximately 350 foot.
- Rugby Road: Paving and drainage, approximately 550 foot.

Bid Package #2 –

- 4th Street: Grading, drainage, water, and sanitary from the end of Bid Package #1 to Centennial Road, approximately 1325 foot.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

I. Data Collection

A. Topographic Survey

1. Establish Horizontal and Vertical Control
2. Topographic Survey
3. Utility Locates

B. Geotechnical Analysis is not included, can be provided as additional service

II. Design

A. Project Management

B. Project Meetings

1. Kickoff Meeting
2. Design review with City staff
3. Attend up to 2 bid openings
4. Attend up to 3 City Council meetings

C. Drainage Memo

D. Roadway Design

1. Typical Sections
2. Horizontal Alignment
3. Vertical Alignment
4. Limits of Construction
5. Construction and Removal
6. Joints and Grades

- E. Water Main Design
- F. Sanitary Sewer Design
- G. Storm Sewer Design
- H. Erosion Control Plan
- I. Traffic Control
- J. Quantities/Estimates
- K. Quality Review
- L. DEQ and HHS submittals

III. Bid Services (up to 2 bid packages included)

- A. Distribute Construction Documents
- B. Utility Coordination
- C. Provide Construction Documents Clarification, as needed
- D. Issue Addendum, if necessary
- E. Assist with Bid Opening
- F. Prepare Bid Tabulation
- G. Make Bid Acceptance Recommendation

IV. Construction Services (not included, can be provided as an additional service)

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

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

OLSSON ASSOCIATES, INC.

By  _____
Rodney L. Hanson

 _____
Chad P. Kehrt

If you accept this Scope of Services, please sign:

City of Wayne

By _____
Signature

Print Name _____

Title _____

Dated: _____



ADVANCED CONSULTING ENGINEERING SERVICES

133 W. Washington Street · P.O. Box 218
West Point, NE 68788
Office: 402-372-1923 · Fax: 402-372-6960

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

January 13, 2016

RE – Proposal/Contract for engineering services for infrastructure improvements along Tomar Drive & 4th Street.

Advanced Consulting Engineering Services is pleased to submit a proposal to complete the design engineering services for the water, sanitary sewer, paving and storm sewer project along Tomar Drive, 4th Street and Rugby Road.

We understand that this project will be entirely designed under one contract, but will possibly be bid and constructed in phases. Our preliminary estimate is that the project in its entirety will cost approximately \$953,000.

We are confident that we will be able to complete this project in the quick time frame the City is hopeful for. One factor that will help us with the short time frame is that we have already done a lot of sanitary sewer investigation, topographic surveys, and subdivision plats in this project area.

Included are two copies of the contract between Advanced Consulting Engineering Services and the City of Wayne. Should the Council decide to award us this project, please sign both copies, return one to our office and keep one for your records. In order for us to keep the schedule we included in this contract, we will need to begin field work immediately after being awarded.

If you have any questions, please don't hesitate to contact our office at 402-372-1923.

Sincerely,

Leanne R. Ritter
Advanced Consulting Engineering Services

Enclosures

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 13, 2015 ("Effective Date") between
City of Wayne ("Owner")
and Advanced Consulting Engineering Services ("Engineer")
Engineer agrees to provide the services described below to Owner for Infrastructure Improvements ("Project").
Description of Engineer's Services: Please see attached Exhibit "A".

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform

services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright

and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

A. Also included as part of this agreement are the following Attachments:

Exhibit "A" Scope of Services Between Advanced Consulting Engineering Services and the City of Wayne, Nebraska.

Exhibit "B" Schedule of Engineering Fees

Exhibit "C" Schedule of Rates and Charges

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum not to exceed amount of \$ 75,000 Engineering Fees

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 18 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Title: Owner

Title: President

Date Signed: _____

Date Signed: _____

License or Certificate No. and State E-9608
State of Nebraska

Address for giving notices:

Address for giving notices:

City of Wayne

Advanced Consulting Engineering Services

306 Pearl St

133 W Washington St

PO Box 8

PO Box 218

Wayne, NE 68787

West Point, NE 68788

EXHIBIT A

ADVANCED CONSULTING ENGINEERING SERVICES (Engineer) shall provide THE CITY OF WAYNE (Owner) with engineering services that include the preparation of plans and specifications and bidding phase services for paving, sanitary sewer, water and storm sewer improvements along Tomar Drive from approximately 160 feet south of Jaxon Street, south to 4th Street; 4th Street from Jaxon Street east to 577th Avenue; and approximately 550 feet of Rugby Road. We understand that this project will be entirely designed under one contract, but will possibly be bid and constructed in phases. Our preliminary estimate is that the project in its entirety will cost approximately \$953,000.

SERVICES INCLUDED

- Topographic Services
- Drainage Study
- Preparation of Preliminary Plans and Specifications
- Preparation of Final Plans and Specifications
- Bidding Services

SCOPE OF SERVICES

Topographic Services

ENGINEER shall complete a detailed topographic survey of the project area. Survey will include the location of utilities, right-of-way lines, property lines, easements, and ground elevations. Topographic information will be used to prepare plans and cross sections necessary for construction.

Drainage Study

ENGINEER shall complete a detailed drainage study of the project area that will be used to size storm water structures and bio swales necessary to complete this project.

Preliminary Plans and Specifications

ENGINEER shall provide detailed preliminary plans and specifications to be reviewed by the City and City employees. These plans and specifications along with an estimate of construction cost shall also be presented to the City Council for approval.

Final Plans and Specifications

Upon completion of City review of the preliminary plans the ENGINEER shall prepare final plans and specifications to be used during the bidding and construction process. Final plans and specifications will be sent to NDEQ and NHHS for approval.

Bidding and Negotiating Phase

ENGINEER will host a bid letting at a location, date and time specified by the OWNER. After opening all bids, a bid tabulation spreadsheet will be completed. The ENGINEER will verify the accuracy and completeness of the bids and will provide the OWNER with a recommendation for award of contract. Upon award of contract by the OWNER, the ENGINEER shall prepare contract documents for signature.

DELIVERABLES

- 2 sets of preliminary plans and specifications for OWNER review and comments
- 2 sets of final plans and specifications for OWNER review and approval
- Estimate of construction costs
- Bid tabulation worksheet
- Recommendation to CITY on Award of Contract

SERVICES NOT INCLUDED

- Construction Engineering
- Construction Staking
- Soils Investigation or Reports
- Legal Survey of the Property
- Geotechnical service during construction
- Hydrostatic testing or other testing equipment
- State, Local or Federal Fees for Review and Construction

SCHEDULE OF ENGINEERING FEES

MILESTONE	*APPROXIMATE COMPLETION DATE	LUMP SUM FEE
Topographic Survey	February 12, 2016	\$10,000
Drainage Study	March 15, 2016	\$15,000
Preliminary Plans	March 15, 2016	\$30,000
Final Plans and Specifications	April 5, 2016	\$15,000
Bidding, Negotiating, Contract	May 1, 2016	\$5,000
TOTAL COST OF ENGINEERING SERVICES		\$75,000

* Completion dates are based on notification of approval on January 20th, 2016.

Schedule of Rates and Charges - 2016

Surveying/Staking/Topographic Services

Terry Schulz, R.L.S.	\$75.00/hour
Crew Chief.....	\$55.00/hour
Field Crew Member.....	\$50.00/hour
GPS Equipment	\$25.00/hour
CAD Drafting	\$50.00/hour
Office Personnel	\$60.00/hour

Professional Services

John Zwingman, P.E., Project Manager	\$145.00/hour
Leanne Ritter, Project Designer	\$110.00/hour
Project Observation	\$60.00/hour
Office Personnel	\$60.00/hour
Drafting.....	\$50.00/hour

Miscellaneous Reimbursable Expenses

Mileage	\$0.68/mile
Hotel.....	Room Charges +10%
Flags	\$0.50
Hubs.....	\$0.40
Guards	\$0.80
Lath.....	\$1.00
Pins/Rebar/Caps	\$7.50
Copies (8½" x 11")	\$0.35/page
Copies (11" x 17")	\$0.25/page
Copies (Large).....	\$2.00/lin ft
Meals (Breakfast).....	\$4.00/day
Meals (Lunch).....	\$6.00/day
Meals (Dinner)	\$8.00/day
Four Wheeler	\$50.00/day
Filing Fees	\$10.00/Each

December 28, 2015

City of Wayne, NE
Attn: Mr. Johnson
City Administrator
306 Pearl St.
Wayne, NE 68787



RE: Proposal for Design Services – Fourth Street Paving Project from Jaxon St to South Centennial Rd

Dear Mr. Johnson,

I want to thank you for your request for proposal from McLaury Engineering, Inc. for Civil Engineering Services for the proposed Fourth Street Paving Project. We are excited about the opportunity to become your City Engineer and are looking forward to developing a very long-term relationship that will be beneficial to the City of Wayne and McLaury Engineering.

As requested in your email dated 12/21/15, attached you will find proposed costs for Civil Engineering for topographic & boundary survey, design, specifications, and bidding documents. We understand that these services will be provided through bid letting. You also requested an estimated cost for a drainage study for the project area.

We have not included any construction engineering services. If those services will be required we will provide a separate proposal for those services. Also, included are hourly rates for 2016 for any additional services that may be needed beyond the Scope of Work. In reviewing the anticipated project schedule, it is clear that we have the staff available to meet each of the proposed deadlines.

The proposal we are submitting is a time-and-materials cost proposal to a cap with the outlined scope of work. Any work/services performed out of scope will be billed at the company normal billing rates. McLaury does not invoice for any other equipment, computer, mileage etc. and all costs for overhead items are included in the hourly rates.

UNDERSTANDING OF YOUR PROJECT

The City of Wayne plans to construct Fourth Street from Jaxon Street to approximately 430' east of Tomar Drive, Tomar Drive from 4th Street north to Jaxon Street, and the access road going south from 4th Street to the parking lot at the Summer Sports Complex. The sections of 4th Street and Tomar Drive shall consist of 8" Portland Cement Concrete Paving (PCCP) and will be 32' wide from Back Of Curb (BOC) to BOC. The access road will be 24' wide from BOC to BOC. This project will also include the design of 4th Street to South Centennial Road.

A drainage study will be conducted for the entire area from Highway 35 south to Logan Creek and from Dearborn Street east to South Centennial Road. A report will be prepared to document the existing conditions and plans for future expansion in this area.

Perform a topographic and boundary survey to locate the site and develop property boundary, contour, and utility information.

It is our understanding that the City will contract directly with a Geotechnical Engineer for a geotechnical report of the existing site. Geotechnical testing is not included in this proposal.

MAIN OFFICE
118 W. Main St.
PO Box 1130
Elk Point, SD 57025
(605) 356-2308
FAX: (605) 356-2795

SIoux FALLS OFFICE
5032 S Bur Oak Place
Suite #110
Sioux Falls, SD 57108
(605) 271-8998

PARKSTON OFFICE
110 N. First St.
PO Box 916
Parkston, SD 57366
(605) 928-7676
FAX: (605) 928-3013

The following is our anticipated Scope of Work based on our discussions:

Scope of Work

1. Overall Project Coordination
 - Project Kickoff Meeting with City Staff
 - Coordination with City Staff throughout Design
 - Coordination with Utilities
 - Coordination with Geotechnical findings
2. Surveying Services
 - Project setup, and OneCall
 - Courthouse Research on ROW
 - Utility Coordination
 - Set project control, locate ROW monuments
 - Develop Existing ROW
 - Topographic Survey of project area
 - Boundary Survey of project area
 - Download, process, and verify all survey data
3. 30% Design Plans (**Submittal 2/1/2016**)
 - Preliminary Design of all roadway sections, horizontal and vertical
 - Preliminary Design of Storm Sewer and drainage plan
 - Preliminary Design of Sanitary Sewer
 - Preliminary Design of Water main
 - Preliminary Design of Erosion Control
 - Preliminary Design of Traffic Control
 - Typical Details
 - Prepare 30% Review Plans
 - Design Workshop with City staff
 - Prepare Workshop minutes
4. 90% Design Plans (**Submittal 3/1/2016**)
 - Design changes of roadway sections, horizontal and vertical
 - Design changes of Storm Sewer
 - Design changes of Sanitary Sewer
 - Design changes of Water main
 - Design changes of Erosion Control
 - Design changes of Traffic Control
 - Prepare Manhole details, Miscellaneous Details, Standard Plates, Typical Sections
 - Prepare General Notes
 - Prepare Quantities
 - Prepare 90% Review Plans
 - Design Workshop with City staff
 - Prepare Workshop minutes
5. Final Plans for Bid Letting (**Submittal for DEQ 4/1/2016**)
 - Finalize all Plan sheets
 - Prepare Construction Cost Estimate
 - QA/QC
 - Submit to DEQ for Final Approval
6. Bidding and Cost Estimate (**Advertise for Bid 5/1/2016**)
 - Prepare Final Cost Estimate
 - Bid Package
 - Addendums
 - Contractor Calls During Bidding
 - Bid Opening and Final Bid Recommendation

The following tables provide a breakdown of our anticipated hours, based on the Scope, and a summary of the hours and proposed cost:

Scope of Professional Services											
City of Wayne NE - Fourth Street Paving Project from Jaxon St to South Centennial Rd											
MEI Project No. 42151201											
Line No.	Description	PD	PM	SM	SET	PE	DE	Sur	Sur	AD	Total Hours
		\$ 155	\$ 155	\$ 140	\$ 105	\$ 110	\$ 85	\$ 82	\$ 82	\$ 57	
1.1 Overall Project Management											40
1.11	Predesign Meeting, Project Kick Off	4				4					
1.12	Coordination with City Staff	16									
1.13	Coordination with Geotechnical Findings	8									
1.14	Coordination with Public Utilities, Private Utilities	8									
1.2 Surveying Services											96
1.21	Setup Project, Coordinates, OneCall, Set Limits of Survey, ROW, Utilities										4
1.22	Courthouse Research Legal, Easements, Plats							6			
1.23	Coordinate Utilities with City Staff			4							
1.24	Set Project Control Points, Locate Existing ROW Monuments							10	10		
1.25	Develop Existing ROW			8							
1.26	Field Survey Topographic and Utilities							24	24		
1.27	Download, Process and Verify Utilities, Topographic, Easements, and ROW			6							
2.1 30% Design Plans											236
2.11	Preliminary Grade Line, Plan Sheet Layout		40		8	8	8				
2.12	Design Storm Sewer					40					
2.13	Design Sanitary Sewer				20						
2.14	Design Watermain					8	8				
2.15	Erosion Control					16					
2.16	Templates/Typical Sections				8		8				
2.17	Traffic Control, Construction Process						8				
2.18	Modeling Earthwork, Grades, Fill/Excavation Numbers		8								
2.19	Prepare Plans and Exhibits for Meetings				10	10	10				
2.20	Coordination of Utilities with City Staff	2				4					
2.21	30% Design Workshop with Staff	4				4					
2.22	Workshop minutes					2					
2.23	Coordinate with DEQ on Permits	2									
2.2 90% Design Plans											274
2.21	Design Changes Sanitary Sewer, Watermain, Drainage				20	20	10				
2.22	Prepare General Notes		16			8	4				
2.23	Prepare Quantity Tables				16	16	8				
2.24	Adjustments to Geometry, Horizontal & Vertical		20								
2.25	Typical		20		16	10	10				
2.26	Traffic Control Plans, Erosion Control Plans					20	10				
2.27	Plan and Profile Sheets Notes		16		4	4	8				
2.28	Follow up from Utility Company Issues	8									
2.29	90% Design workshop with Staff	4				4					
2.30	Workshop Minutes					2					

Scope of Professional Services											
City of Wayne NE - Fourth Street Paving Project from Jaxon St to South Centennial Rd											
MEI Project No. 42151201											
Line No.	Description	PD	PM	SM	SET	PE	DE	Sur	Sur	AD	Total Hours
2.3 Final Plans for Bid Letting											106
2.21	Finalize Title Sheet		4								
2.22	Finalize General Notes		12								
2.23	Finalize Typical Sections		8								
2.24	Finalize Quantity Tables				8	8	4				
2.25	Prepare Cost Estimate	6						4			
2.26	Finalize Plan Notes - Horizontal/Vertical Profiles		8		4	4					
2.27	Finalize Erosion Control Plans					8					
2.28	Finalize Traffic Control Plans				8		4				
2.29	Finalize Specifications, Bid Tab, Front End Documents		4			4					
2.3	QA/QC	8									
2.4 Bid Letting and Cost Estimate											22
2.41	Final Cost Estimate	4									
2.42	Prebid Meeting	4									
2.43	Addendum					4					
2.44	Contractor Questions	4									
2.45	Bid Opening	2									
2.46	Review Bids Recommendation	2					2				
SUBTOTALS BY PERSON		86	156	18	122	210	104	40	34	4	
Total Hours MEI =		774									Project Total Hours = 774

City of Wayne-Fourth Street Paving Project from Jaxon St to South Centennial Rd.
MEI Project No. 42151201

	Title	Rate	Total Hours	Estimated Cost
PD	Project Director	\$155.00	86	\$13,330
PM	Project Manager	\$155.00	156	\$24,180
SM	Survey Manager	\$140.00	18	\$2,520
SET	Senior Engineer Tech	\$105.00	122	\$12,810
PE	Project Engineer	\$110.00	210	\$23,100
DE	Design Engineer	\$85.00	104	\$8,840
Sur	Surveyor	\$82.00	40	\$3,280
Sur	Surveyor	\$82.00	34	\$2,788
AD	Administration	\$57.00	4	\$228
Total			774	\$91,076

Drainage Study and Report
 Drainage Study from Hwy 35 south to Logan Creek and from Dearborn east to South Centennial

\$15,000

Total Estimated Project Costs \$106,076

We can also provide construction administration for this project. This would include construction observation, staking, testing, and prepare final as-built plans of the final construction. These construction administration services will be time and materials service at normal billing rates. Below is a list of our normal billing rates.

McLaury Engineering Inc.
Hourly Billing Rates for Additional Services

<u>Title</u>	<u>Rate</u>
Principal Engineer	\$155.00
Engineering Manager	\$155.00
Survey Manager	\$140.00
Design Engineer I	\$110.00
Design Engineer II	\$105.00
EIT Engineer	\$85.00
Administration	\$85.00
Surveyor	\$82.00
Engineering Assistant	\$57.00

Should you have any additional questions, please feel free to give me a call anytime. My office phone number is (605) 356-2308 and my cell phone is (605) 205-0010. Questions can also be forwarded to Steven Rames, PE/PLS at (605) 695-0383. He will be the Project Engineer for your project and will handle all of the day to day coordinating and scheduling activities plus the design of the project.

We are excited about this opportunity to be a part of this important project for the City of Wayne, NE. Please don't hesitate to call with any questions.

If you would like for us to start the design, please sign the last page and return a copy to our office. We will start right away on the project.

Best regards,



Kim L. McLaury, PE, PLS
President

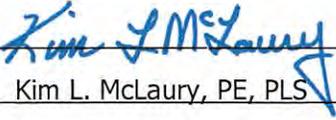
City of Wayne, NE – Fourth Street Paving Project 2016
Project Number – 42151201

AGREED TO THIS _____ DAY OF December, 2015

SIGNATURE: _____

PRINTED NAME: Lowell D. Johnson

TITLE: City Administrator – City of Wayne, NE

SIGNATURE:  Date: December 28, 2015

PRINTED NAME: Kim L. McLaury, PE, PLS

TITLE: President

RESOLUTION NO. 2016-3

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT AMENDMENT (A3) 13-CIS-106 BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, the City of Wayne, Nebraska, had requested \$215,000 in Community Development Block Grant Funds for 2013 Phase II Comprehensive Investment & Stabilization activities, which included \$30,000 for clearance/demolition, \$80,000 for public facilities, \$75,000 for single family housing rehabilitation, \$6,000 for housing management, \$4,500 for risk/assessment testing, and \$19,500 for general administration of the grant. The City agreed to provide \$65,200 in water main improvements and \$65,200 in street improvements to East 4th Street, Dearborn Street, and Valley Drive. The total project cost was estimated to be \$345,400; and

WHEREAS, the City of Wayne, Nebraska, amended that request so that \$30,000 would be for demolition/clearance, \$165,500 would be for public facilities, and \$19,500 would be for general administration of the grant; and

WHEREAS, the City is amending said request a third time so that \$25,665 will be for demolition/clearance, \$178,160 will be for public facilities, and \$11,175 will be for general administration of the grant; and

WHEREAS, the City will provide \$195,500 in water/sewer improvements, with the total project cost being \$410,500.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne that the City approve and submit the aforementioned grant contract amendment request for #13-CIS-106.

PASSED AND APPROVED this 19th day of January, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
3rd AMENDMENT TO CONTRACT NO. 13-CIS-106**

This contract 3rd amendment is entered into between the State of Nebraska Department of Economic Development ("Department"), and the City of Wayne, Nebraska ("Grantee"), upon the date of signature by both parties.

RECITALS:

A. The parties have previously contracted via a 16-page contract, numbered 13-CIS-106, which was variously dated July 22, 2014 (by Department) and July 14, 2014 (by Grantee), and which has a time of performance specified as 12 months from June 23, 2014 and a termination date of June 23, 2015 ("Original Contract").

B. The Original Contract allows for amendments of its terms at §4.04.

C. The parties have previously amended the Original Contract via a 2-page amendment, dated August 11, 2014, (by Department), and August 5, 2014, (by Grantee), ("1st Amendment") and via a 6-page amendment, dated December 15, 2014, (by Department), and December 10, 2014 (by Grantee), (2nd Amendment)..

D. The parties have reached agreement to amend the Original Contract in order to amend the Sources and Uses of Funds.

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

The following provisions of the Original Contract, indented below for clear identification, are amended as shown, by:

- deleting the original language shown in strikethrough format for those changes associated with the 1st Amendment already accomplished [example],
- deleting the original language shown in double-strikethrough format for those changes associated with the 2nd Amendment [~~example~~],
- deleting the original language shown in strikethrough format with gray highlighting for those changes associated with the instant 3rd Amendment [~~example~~],
- inserting the new language shown in underlined format for those changes associated with the 1st Amendment already accomplished [example],
- inserting the new language shown in double-underlined format for those changes associated with the 2nd Amendment [example].
- inserting the new language shown with gray highlighting for those changes

associated with the instant 3rd Amendment [example].

Amendments to Original Contract.

§3.01 Sources and Uses of CDBG Funds for the Project are shown in the table below.

SOURCES→	CDBG	Other	TOTAL
USES (Activities)↓			
0030	\$30,000	\$0	\$30,000
Clearance/Demolition	\$25,665		\$25,665
0070 Public Facilities	\$80,000	\$0	\$80,000
	\$165,500		\$165,500
	\$178,160		\$178,160
0230 Streets	\$0	\$65,200	\$65,200
0250 Storm Sewers	\$0	\$65,200	\$65,200
0300 Water/Sewer	\$0	\$65,200	\$65,200
		\$195,500	\$195,500
0530 Housing Rehabilitation	\$75,000	\$0	\$75,000
0580 Housing Management	\$6,000	\$0	\$6,000
0580 Risk Assessment	\$4,500	\$0	\$4,500
0181 General Administration	\$19,500	\$0	\$19,500
	\$11,175		\$11,175
TOTAL	\$215,000	\$130,400	\$345,400
		\$195,500	\$410,500

. . .

All other provisions of the Original Contract, including changes in the Original Contract made in the 1st Amendment and the 2nd Amendment which are not changed by this 3rd Amendment, remain in effect.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this instrument and agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE→ CITY OF Wayne, NEBRASKA
By: _____ (Director or Designee)	By: _____ (Signature of Chief Elected Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	<u>47-6006407</u> (Federal Identification Number)