

**AGENDA
CITY COUNCIL MEETING
March 1, 2016**

1. [Approval of Minutes – February 16, 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. [Resolution 2016-10: Approving DGR Engineering Master Agreement for Professional Services \(Task Order Version\)](#)

Background: In 2015, DGR finished updating the long-range comprehensive plan for our electric distribution system. The first work in the plan to be done is upgrading capacity and putting the East Inner and West Inner Circuits underground. Next to downtown, this is the oldest part of the system. If approved, the design work will begin immediately and be ready to bid out in the fall or winter for construction, beginning in 2017.

This project will affect the neighborhoods as follows:

- We will increase the electric capacity of the lines and bury them, making all overhead wires disappear, and eliminate poles and guy wires.
- Transformers currently up on poles will need to be replaced with transformers on the ground in some backyards, requiring utility easements at the back property line of some properties.
- New underground electric service lines will be run from the alley to the houses, and new electric meter sockets will be installed on the houses, as needed, all at our cost. Some of the older homes will require a new entrance wire from the meter socket to their breaker panel or fuse panel. That portion will be within the home and will be the cost of the homeowner.

The general plan is to bid out the main underground installation and transformers. The connections and tear out of all of the old lines will be done by our Department.

At the Council meeting, we would also like to discuss the combined impact on our utility rates by the timing of the wastewater plant projects, water main replacement projects, and the schedule of the electric system upgrades.

Recommendation: The recommendation of Tim Sutton, Electric Distribution Line Supervisor, and Lowell Johnson, City Administrator, is to approve the agreement to design Phase I.

4. [Resolution 2016-11: Amending Schedule of Fees \(Community Activity Center, Pool, 24-hour fitness and gym rental fees; new hours\)](#)

Background: Attached is a schedule of recommended fees for the Community Activity Center (CAC) and swimming pool from the CAC staff. Bryce Meyer, Recreation Services Director, will be at the meeting to answer questions and describe the combined Pool/CAC operation.

5. [Action authorizing staff to begin work on the parking lot at the Community Activity Center](#)

Background: One of the goals of the Council is to add a paved parking lot north of the CAC. Our plan is for city staff to prepare a set of paving construction specifications to bid out to contractors. Since there are 80 geothermal wells where we will pave the new parking lot, we will need to do some “potholing” to locate the depth of the manifold lines connecting the wells. We will present the bid specifications to you for approval before we bid it out. This new parking lot was proposed at the time the CAC was built, but delayed to see if it was needed. The cost of this will be paid from CAC construction funds.

6. [Action on Contractor’s Application for Payment No. 7 for the “2015 Wastewater Treatment Facility Improvement – Phases 3, 4, & 5 Project” in the amount of \\$165,778.34 to Eriksen Construction Co., Inc.](#)

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

7. [Action on Contractor’s Application for Payment No. 8 for the “2016 Wayne Aquatic Center Project” in the amount of \\$38,079.74 to Christiansen Construction Co., LLC](#)

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

8. [Discussion in regard to waiving the four person limit per household for two semesters while Wayne State College is renovating Bowen Hall](#)

Background: This is in response to some requests received by a few students to allow a one-year temporary occupancy limit waiver while Bowen Hall is under renovation.

9. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
February 16, 2016**

The Wayne City Council met in regular session at City Hall on Tuesday, February 16, 2016, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers 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: Councilmembers Cale Giese and Matt Eischeid.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on February 4, 2016, 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 Greve, whereas, the Clerk has prepared copies of the Minutes of the meeting of February 3, 2016, 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 Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: APPEARA, SE, 168.61; BAKER & TAYLOR BOOKS, SU, 317.14; BINSWANGER GLASS, SE, 148.50; CITY EMPLOYEE, RE, 20.43; CARHART LUMBER, SU, 264.09; CHARTWELLS, SE, 5038.80; CHRISTIANSEN CONSTRUCTION, SE, 189379.20; CITY EMPLOYEE, RE, 141.00; CITY OF WAYNE, RE, 600.00; CITY OF WAYNE, RE, 304.29; COPY WRITE PUBLISHING, SU, 107.27; DALE PAULSON, SU, 730.00; EAKES OFFICE PLUS, SE, 100.28; EASYPERMIT POSTAGE, SU, 1868.89; ECHO GROUP, SU, 261.06; EGAN SUPPLY, SU, 34.16; EMPLOYERS MUTUAL CASUALTY, SE, 136.83; ENVIROTECH SERVICES, SU, 5891.84; ERICKSEN CONSTRUCTION, SE, 276283.26; FLOOR MAINTENANCE, SU, 430.60; FRANK SHEDA, SE, 277.50; CITY EMPLOYEE, RE, 1105.52; GALE GROUP, SU, 73.42; GEMPLER'S, SU, 29.90; GEOCOMM, SE, 3184.00; HAMPTON INN-KEARNEY, SE, 476.00; HAUFF MID-AMERICAN SPORTS, SU, 384.50; HAWKINS, SU, 2402.61; INGRAM BOOK CO, SU, 367.59; INTERSTATE ALL BATTERIES, SU, 201.35; KTCH, SE, 641.00; LINPEPCO, SU, 202.50; CITY EMPLOYEE, RE, 679.86; CITY EMPLOYEE, RE, 87.30; LUTT OIL, SU, 3729.11; MAIN STREET AUTO, SE, 400.00; MARCO, SE, 126.36; MICHAEL TODD, SU, 348.39; MIDWEST LABORATORIES, SE,

102.50; MUNICIPAL SERVICE, SU, 710.52; NE DEPT OF ROADS, SE, 107344.57; NNEDD, FE, 100.00; NE LIBRARY COMMISSION, SU, 1066.00; NE RURAL WATER, FE, 275.00; NORTHWEST ELECTRIC, SU, 406.18; O'REILLY AUTOMOTIVE, SU, 37.98; OTTE CONSTRUCTION, SE, 14071.00; OVERDRIVE, SU, 132.39; PENGUIN RANDOM HOUSE, SU, 108.75; PETERSON INDUSTRIAL ENGINE SERV, SE, 1998.00; QUALITY DRY CLEANING, SE, 730.80; S & S WILLERS, SU, 870.55; SKARSHAUG TESTING LAB, SE, 367.31; SPARKLING KLEAN, SE, 3083.47; SHOPKO, SU, 68.74; STATE FARM INSURANCE, SU, 563.00; STATE NEBRASKA BANK & TRUST, SE, 58.88; STATE NEBRASKA BANK & TRUST, RE, 111.19; STEFFEN, SU, 54.35; THE FINAL TOUCH, SU, 38.99; UNITED STATES PLASTIC, SU, 65.68; UPSTART, SU, 39.85; US BANK, SU, 3730.51; VIAERO, SU, 132.63; WAYNE COUNTY COURT, RE, 300.00; WAPA, SE, 27223.61; WISNER WEST, SU, 103.09; ADVENT DESIGN CORP, SU, 437.13; BIG T ENTERPRISES, SU, 103.95; BLUE CROSS BLUE SHIELD, SE, 36306.89; BROWN SUPPLY, SU, 345.32; BSN SPORTS, SU, 67.44; CDS INSPECTIONS & BEYOND, SE, 302.00; ECHO GROUP, SU, 160.32; INDUSTRIAL CHEM LABS & SERVICES, SU, 1132.18; KRIZ-DAVIS, SU, 253.60; MARCO, SE, 1347.50; NE AIR FILTER, SU, 142.73; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 150.00; NPPD, SE, 325869.01; RESCO, SU, 36.29; STAPLES ADVANTAGE, SU, 104.48; TREE CARE WORKSHOPS, FE, 110.00; TYLER TECHNOLOGIES, SE, 4012.50; ULINE, SU, 116.16; UTILITIES SECTION, FE, 2036.00; VAKOC CONSTRUCTION, SE, 7512.28; WAYNE AUTO PARTS, SU, 572.98; WAYNE COUNTY CLERK, SE, 32.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, SE, 883.40; WAYNE VETERINARY CLINIC, SE, 238.00; WESCO, SU, 13129.97; ZEE MEDICAL SERVICE, SU, 63.72

Councilmember Haase made a motion, which was seconded by Councilmember Greve, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were 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 proclaimed the month of March as "Problem Gambling Awareness Month."

Wes Blecke, Executive Director of WAED, gave a report from the Business and Industries' Retreat. Their retreat items consisted of:

- Family focused housing;

- “Ag Valley;”
- Internet speed/reliability;
- Transportation hub/storage; and
- Leadership 2.0, and Business/Work, prep or high school life skills class.

Anthony Cantrell, on behalf of the Wayne High School, and in conjunction with EVERON (Electric Vehicle Energy Research of Nebraska), was present requesting Council consideration to closing off a portion of East 10th Street from Angel Avenue to Hillside Drive for an electric vehicle power drive rally on Saturday, April 2nd, from 8:00 a.m. until 5:00 p.m.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the request of Anthony Cantrell, on behalf of the Wayne High School, and in conjunction with EVERON (Electric Vehicle Energy Research of Nebraska), to close off a part of East 10th Street from Angel Avenue to Hillside Drive for an electric vehicle power drive rally on Saturday, April 2nd, from 8:00 a.m. until 5:00 p.m. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent and Responsible Charge, along with Dan Sitorius and Chad Marsh of Kirkham Michael, Engineers on the Windom Street Paving Project, were present to explain the “Consultant Work Order,” which was requesting additional fees of \$31,338.40 on said project. Some of the factors that led to work progressing beyond the original agreement were the contractor’s schedule (late start), weather delays, and extra work that was added to the contract. Of the \$31,338.40 requested, approximately \$7,600 is for work that has already occurred. The contractor on the project is Steve Harris Construction who has several sub-contractors working for them.

Mr. Marsh explained that Kirkham Michael did not charge for the two-week delay, and that the impact on the engineering costs was essentially to take the job through the winter.

Councilmember Brodersen made a motion, which was seconded by Councilmember Greve, approving the Consultant Work Order for \$31,338.40 to Kirkham Michael & Associates for

additional construction engineering services for the Windom Street Paving Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing on the One and Six Year Street Improvement Program.

Joel Hansen, Street Superintendent, presented the One and Six Year Street Improvement Program. This is a yearly requirement to receive Highway Allocation Funds from the Nebraska Department of Roads. He noted that just because a project is in the One and Six Year Street Improvement Plan does not mean the project has to be done that year. However, if the City would want to do a project that is not in the One and Six Year Street Improvement Plan, another public hearing would have to be held to amend the plan.

Upcoming projects, which include some carry-over projects from previous year(s), include the following:

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>
M-617(92)	2016	Windom Street from 645' N of Fairground Ave to E. 7 th – 1,750' Reconstruct Concrete Paving, Curb & Gutter, Storm Drainage, Sidewalks	\$965,000
M-617(105)	2016	Tomar Drive & E. 4 th St. to the Summer Sports Complex – 1,800' Construct Concrete Paving	\$400,000
M-617(116)	2016	W. 7 th Street from Haas Avenue to Pheasant Run – 1,650' Storm Drainage & Sidewalk	\$110,000
M-617(118)	2016	E. 4 th Street from Thorman Street to Centennial Road – 785' Construct Gravel Paving & Storm Drainage	\$ 40,000

M-617(91)	2017	Trail & Pedestrian Underpass on W. 7 th Street Located between CAC and Oak Drive	\$566,000
M-617(107)	2017	Clark Street & S. Pearl Street – 745' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$180,000

M-617(98)	2018	Sherman Street from W. 5 th St. to W. 6 th St. – 300' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$ 90,000

M-617(113)	2018	Sherman Street from W. 3 rd St. to W. 4 th St. – 300’ Construct Concrete Paving, Curb & Gutter	\$ 80,000

M-617(104)	2019	S. Lincoln Street from W. 1 st St. to 300’ S. of W. 1 st St. 300’ Construct Concrete Paving, Curb & Gutter	\$ 90,000
M-617(114)	2019	W. 2 nd Street from Blaine St. to 360’ E of Blaine St. – 380’ Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$105,000

M-617(115)	2020	W. 3 rd Street from Oak Dr. to 250’ E. of Oak Dr. – 250’ Construct Concrete Paving, Curb & Gutter	\$ 70,000
M-617(117)	2020	Nebraska Street & E. 2 nd Street from E. 7 th to Logan – 2,275’ Construct Concrete Paving, Curb & Gutter, Storm Drainage and Sidewalks	\$900,000

M-617(112)	2021	Lagoon Streets – 2,500’ Construct Concrete Paving	\$700,000
M-617(89)	2021	Lage Subdivision – South of Fairgrounds Avenue – 900’ Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$175,000

No written or oral comments had been received by the City Clerk’s Office concerning this public hearing.

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

Councilmember Sievers introduced Resolution 2016-6 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2016-6

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM.

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

Administrator Johnson stated the following Resolution is an annual requirement to obtain funding from the Nebraska Department of Roads to help pay for the operating costs of the local public transportation system (handi-van).

Councilmember Sievers introduced Resolution 2016-7, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2016-7

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS FOR THE OPERATION OF THE WAYNE PUBLIC TRANSPORTATION SYSTEM.

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

Diane Bertrand, Senior Center Coordinator, requested Council consideration to approving the submission of the Senior Center Budget to the Northeast Nebraska Area Agency on Aging. The Senior Center must apply for State funding for the meal program, and Council must approve the budget to be submitted to the Northeast Nebraska Area Agency on Aging.

In addition, Ms. Bertrand updated the Council on the meal program, the concerns they have, and the possibility of preparing the meals in-house.

Carol Wibben, Senior Center Operations Assistant, and George Burcum, Senior Center Board President, were also present.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving the submission of the Wayne Senior Center's Fiscal Year 2016-detailed plan of operation and budget to the Northeast Nebraska Area Agency on Aging. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

The following Resolution would approve the Mayor and City Council's goals established at their retreat in January.

Councilmember Sievers introduced Resolution No. 2016-8 and moved for its approval; Councilmember Haase seconded.

Councilmember Muir suggested amending the following: "Ward Voting Representation - 1 per ward - 4 at large.

Councilmember Sievers reintroduced Resolution No. 2016-8 and moved for its approval with the following amendment: Ward Voting Representation - 1 per ward - 4 at large; Councilmember Haase seconded the amendment.

RESOLUTION NO. 2016-8

A RESOLUTION IDENTIFYING CITY OF WAYNE GOALS.

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

Administrator Johnson stated the following Resolution would approve the allocation of local funds in the completion of the use of Federal Congressional funding by the Nebraska Department of Roads for the development of a Nebraska Highway 35 Expressway Corridor between South Sioux City and Norfolk. When the Legislature eliminated the Highway 35 Expressway, Norfolk used approximately \$22 million of the money that was earmarked for the Expressway to build the 4-lane highway by Woodland Park. There was about \$6 million left, and the Department of Roads was going to send that back to Congress if they could not find a use for it. South Sioux City said they would like to have those funds to build a little section of the expressway, and they offered Wayne and Wakefield cash, \$450,000 and \$150,000 respectively, for our assistance, lobbying and travel time, and the work we did to help obtain the funding. The City of Wakefield has already acted on this Resolution, as well as South Sioux City.

Councilmember Muir introduced Resolution No. 2016-9 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2016-9

A RESOLUTION APPROVING SOUTH SIOUX CITY ALLOCATING LOCAL FUNDS IN THE COMPLETION OF THE USE OF FEDERAL CONGRESSIONAL FUNDING BY THE NEBRASKA DEPARTMENT OF ROADS FOR THE DEVELOPMENT OF A NEBRASKA HIGHWAY 35 EXPRESSWAY CORRIDOR BETWEEN SOUTH SIOUX CITY AND NORFOLK.

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

Administrator Johnson stated that at the January 19th Council meeting, there was a request to consider waiving the interest on the Tim Fertig Loan. That question is now being brought before Council for consideration. Attorney Miller advised the Council that Mr. Fertig's loan has been paid.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, approving the request to waive the interest of \$733.18 on the Tim Fertig Loan. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, and Councilmember Karsky who voted Nay, the Mayor declared the motion carried.

The following two ordinances are a requirement by the Nebraska Department of Revenue. John Hasset of Advanced Gaming Technologies, Inc., sent the same to us for Council consideration.

Councilmember Muir introduced Ordinance 2016-1, and moved for its approval; Councilmember Greve seconded.

ORDINANCE NO. 2016-1

AN ORDINANCE AMENDING CHAPTER 10 AMUSEMENTS AND ENTERTAINMENTS, ARTICLE II CITY LOTTERY, BY ADDING SECTION 10-32 LOTTERY; SALES OUTLET LOCATIONS; APPROVAL REQUIRED; QUALIFICATION STANDARDS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, to move for final approval of Ordinance No. 2016-1. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Muir introduced Ordinance 2016-2, and moved for its approval; Councilmember Sievers seconded

ORDINANCE NO. 2016-2

AN ORDINANCE AMENDING CHAPTER 10 AMUSEMENTS AND ENTERTAINMENTS, ARTICLE II CITY LOTTERY, BY ADDING SECTION 10-33 LOTTERY; PARTICIPATION; RESTRICTIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

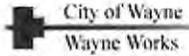
Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, to move for final approval of Ordinance No. 2016-2. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Eischeid who were absent, the Mayor declared the motion carried and the meeting adjourned at 6:37 p.m.

CLAIMS LISTING MARCH 1, 2016

**Vendor Name**

AMAZON.COM, LLC	DVD'S/CARDBOARD BOXES	377.25
AMERICAN RED CROSS	PAYROLL DEDUCTIONS	10.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,551.26
APPEARA	MAT SERVICE	109.77
ARNIE'S FORD-MERCURY INC	ARM/PIVOT REPAIR	220.19
BLACK HILLS UTILITY HOLDINGS, INC	GAS BILLS	1,516.09
BOMGAARS	ICE MELT/SHOVEL/BATTERIES/CIRCUIT BREAKER	1,518.22
BSN SPORTS, INC	SOCCER GOAL	3,679.90
CDS INSPECTIONS & BEYOND, INC.	CIS GRANT-ASBESTOS	397.00
CENTURYLINK	TELEPHONE CHARGES	414.84
CHEMQUEST, INC.	QUARTERLY MONITORING	595.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUNDS	300.00
CITY OF WAYNE	PAYROLL	78,657.16
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	99.00
DE LAGE LANDEN FINANCIAL	COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	DISABILITY/LIFE/VFD INSURANCE	2,184.59
DEMCO INC	BOOK COVERS/FILM PROTECTORS	124.94
DGR & ASSOCIATES CO	ELECTRICAL ENGINEERING SERVICES	473.50
DUNRITE INC	VACUUM HOSES	71.82
ECHO GROUP INC JESCO	CLAMP TESTER/LED LIGHTS/CEILING FAN	1,166.97
ED. M FELD EQUIPMENT CO INC	HOSE/COUPLING/HELMETS	1,032.75
EGAN SUPPLY CO	CREVISE TOOL/BRUSH	33.58
FIRST CONCORD GROUP LLC	FLEX ACCOUNT/ANNUAL COMPLIANCE FEE	3,272.98
FLOOR MAINTENANCE	GLOVES/TOWEL/TOILET PAPER/CUPS	321.07
GROSSENBURG IMPLEMENT INC	REPAIR SNOW BLOWER	325.96
HACH COMPANY	SENSOR CAPS	134.79
CITY EMPLOYEE	HEALTH REIMBURSEMENT	79.14
HAWKINS, INC	AZONE	510.81
HOLIDAY INN EXPRESS-GI	LODGING-J HANSEN	199.90
HOLIDAY INN OF KEARNEY	LODGING-DREDGE/LOBERG	418.28
ICMA RETIREMENT	RETIREMENT	6,356.81
IRS	PAYROLL TAXES	27,551.03
JEO CONSULTING GROUP	AQUATIC CENTER	6,816.00
KRIZ-DAVIS COMPANY	ELECTRIC METERS	757.56
LUTT OIL	POWER PLANT DIESEL FUEL	19,520.00

MAIN STREET AUTO CARE	TOWING	100.00
MUNICIPAL SUPPLY INC	HYDRANT	784.33
N.E. NEB ECONOMIC DEV DIST	JAN 16 WRLF SERVICES	1,110.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	244.89
NE DEPT OF REVENUE	PAYROLL TAXES	3,744.40
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE & COLIFORM TESTING	262.00
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES/RATE DISPUTE	12,689.60
NOVA HEALTH EQUIPMENT CO	QUARTERLY FITNESS MACHINE MAINTENANCE	350.02
ONE OFFICE SOLUTION	TYPEWRITER REPAIR	69.00
PARTS ENGINEERING CO	INLET VALVE	65.28
PICK EQUIPMENT & CHOPPING	DELIVER CRUSHED CONCRETE TO TRANSFER STATION	268.62
PITNEY BOWES INC	POSTAGE METER LEASE	507.68
SAND CREEK POST & BEAM	FINAL HALF ON PRESS BOX	937.50
STADIUM SPORTING GOODS	FD STAFF SHIRTS	705.00
STATE FARM INSURANCE	SURETY BOND-B MCGUIRE	563.00
TASTE OF HOME BOOKS	ANNUAL SUBSCRIPTION	31.98
THE RETROFIT COMPANIES, INC	CHRISTMAS LIGHT RECYCLING	84.00
TYLER TECHNOLOGIES	VERSION X TRAINING	3,781.25
VERIZON WIRELESS SERVICES LLC	CELL PHONE	99.78
WAMCO SALES	CAC GYM CURTAIN	1,600.00
WAYNE COUNTY COURT	BONDS	800.00
WAYNE EAST-PRIME STOP	GASOLINE	542.00

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RESOLUTION NO. 2016-10

A RESOLUTION APPROVING DEWILD GRANT RECKERT & ASSOCIATES COMPANY, D/B/A "DGR ENGINEERING," FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND CONSTRUCTION OF PHASE 1 OR TASK ORDER PROJECT NO. 01 OF THE WAYNE MUNICIPAL ELECTRIC DISTRIBUTION SYSTEM IMPROVEMENT PROJECT.

WHEREAS, undertaking a Comprehensive Electric Distribution System Study was identified as a priority project in the FY15-16 budget; and

WHEREAS, the Electric Department has requested a proposal from its consulting engineer, DeWild Grant Reckert & Associates Company, d/b/a "DGR Engineering," (DGR), to design and oversee the construction of an estimated \$1,567,000 of upgrades, that being Phase I of the Electric Distribution System Study & Capital Improvements Plan; and

WHEREAS, the Electric Distribution Line Supervisor and the City Administrator have evaluated the submitted proposal for Phase I and are recommending the engagement of DGR at a base project cost of \$175,000 for design through construction.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal of DGR, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the "Master Agreement for Professional Services" on behalf of the City.

PASSED AND APPROVED this 1st day of March, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

DGR ENGINEERING
Master Agreement for Professional Services
Task Order Version

THIS AGREEMENT is entered into on the 29th day of January, 2016, by and between **City of Wayne, Wayne, NE** hereinafter referred to as "Client" and **DeWild Grant Reckert and Associates Company, d/b/a DGR Engineering**, hereinafter referred to as "Consultant".

WHEREAS, Client requires professional services on occasion; and,

WHEREAS, Consultant is willing to provide such services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

1. BASIC AGREEMENT:

- 1.1. TASK ORDERS:** From time to time Client may request that Consultant provide services. Each request shall be documented in a Task Order consistent with the format of Exhibit A to this Agreement, and, upon acceptance as evidenced by signature of Consultant and Client, shall be considered an amendment to this Agreement.
- 1.2. GENERAL:** This Agreement sets forth the general terms and conditions which will apply to all services rendered. Consultant shall provide or cause to be provided the services set forth in this Agreement and any subsequent amendments including Task Orders; and Client shall pay Consultant for such services as set forth in Paragraph 3.3 and the Task Order.
- 1.3. TERM:** This Master Agreement shall be effective on the date shown above, until terminated as provided in paragraph 4.2 below.

2. CONSULTANT'S RESPONSIBILITIES:

- 2.1. SERVICES PROVIDED:** Each Task Order will describe services to be performed and deliverables, if any, to be provided. Consultant shall not be obligated to perform any prospective Task Order unless and until Client and Consultant agree as to the scope of Consultant's services, time for performance, Consultant's compensation, and Client's responsibilities. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- 2.2. STANDARD OF CARE:** 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.

2.3. INDEPENDENT CONTRACTOR: All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. Consultant is not an employee of or in a joint venture with Client.

2.4. TIMELINESS OF PERFORMANCE: The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.

3. CLIENT'S RESPONSIBILITY:

3.1. DUTY TO PROVIDE INFORMATION: Client agrees to provide Consultant with any and all documents, including but not limited to, structural documents, geotechnical reports and other technical information regarding the location where Services are to be performed (the "Site"), if any, which are available to Client and which relate to the Services. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to Consultant under the Agreement. Consultant may use such requirements, reports, data, documents and information in performing or furnishing Services under the Agreement. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay Consultant's Services.

3.2. PERMITS AND LICENSES: Client agrees to timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete Client's Project.

3.3. PAYMENT AND TERMS: Consultant shall prepare invoices in accordance with its standard invoicing practices and the specific Task Order. Consultant shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then Client will be considered in breach of the payment terms of this Agreement, and the compounded amount due Consultant 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.

If Client disputes an invoice, Client may withhold until resolution of the disputed portion only that portion so disputed, and must pay the undisputed portion.

Whenever Engineer is entitled to compensation for the charges of Sub-consultants used by the Engineer as part of the services provided to the Client, those charges shall be billed to the Client at the amount billed to the Engineer by the Sub-consultant times a factor of 1.0.

Client shall pay all governmental taxes and fees applicable to Engineer's services. If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Consultant's services or compensation different than as described by the Task Order, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Consultant for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of the specific Task Order.

4. GENERAL CONSIDERATIONS:

4.1. OWNERSHIP OF DOCUMENTS: All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by Consultant pursuant to the Agreement (the "Documents") are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not the Project is completed. Notwithstanding the foregoing, upon completion of the project or termination of the services and payment of all monies due the Consultant, Consultant hereby grants to Client a royalty-free, non-exclusive unlimited license to utilize Consultant's Documents provided to Client as part of the Services to the extent necessary for the construction, operation, maintenance or repair of the Project or any unit or component thereof. Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents, or Consultants. Client shall indemnify and hold harmless Consultant, its officers, directors, partners, employees, agents, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting there from.

4.2. SUSPENSION AND TERMINATION: If the client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Either party may terminate this Agreement or any individual Task Order by giving the other party a written seven (7) days notice of its intent to terminate. Client shall

pay for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination. Payment to Consultant shall be made within 30 days of the date of termination.

- 4.3. INSURANCE:** Consultant will purchase and maintain such insurance as is reasonable and necessary for the Services being performed. The insurance required by this section shall include the coverage and be written for not less than the limits of liability and coverage as hereinafter provided, or as required by law, whichever is greater.

Workers Compensation: Statutory Limits in state where Project is located

Commercial Gen. Liability: \$1,000,000 per occurrence
\$1,000,000 general aggregate

Professional Errors and Omissions: \$1,000,000 per claim
\$1,000,000 general aggregate

Upon Client's request, Consultant shall deliver to Client certificates of insurance evidencing the coverage set forth above.

- 4.4. OPINIONS OF COST:** Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

- 4.5. STATUS DURING CONSTRUCTION:** If Construction Observation is included in the scope of services, the Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to inform the Client of observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services on the Task Order.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.

5. MISCELLANEOUS PROVISIONS:

- 5.1. MUTUAL WAIVERS:** To the fullest extent permitted by law, Client and Consultant (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 Consultant's total liability to Client and to all construction contractors and subcontractors on construction related to any services provided, due to Consultant's negligent acts, errors, or omissions, shall be limited to \$50,000 or the total amount of compensation received by Consultant for the subject Task Order, whichever is greater.
- 5.2. CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of each respective Task Order issued by Client to Consultant. Design changes made necessary by newly enacted laws, codes and regulations after the Task Order date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation based upon Consultant's Standard Fee Schedule in effect when the work is completed. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.
- 5.3. DISPUTE RESOLUTION:** The Parties agree to submit all disputes between them to formal non-binding mediation prior to exercising their rights under the Agreement or under law.
- 5.4. SEVERABILITY:** Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

5.5. ASSIGNMENT: Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated 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 the Agreement.

5.6. GOVERNING LAW and JURISDICTION: Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of the State in which the project is located.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement for Professional Services as of the date first above written.

City of Wayne, NE
(Client)

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: _____
(Authorized signature and Title)

Date: _____

Date: _____

Address: _____

Address: 1302 South Union Street

City: _____

City: Rock Rapids, IA 51246

Phone: _____

Phone: 712-472-2531

**EXHIBIT A
TASK ORDER**

Task Order No. _____

Effective Date: _____

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: _____(Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the _____ day of _____, 20__.

TASK ORDER PROJECT NAME:

TASK ORDER PROJECT DESCRIPTION:

DGR CONTACT PERSON:

CLIENT CONTACT PERSON:

SCOPE OF WORK:

FEE ARRANGEMENT:

SPECIAL TERMS AND CONDITIONS:

(Client)

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering

(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: _____
(Authorized signature and Title)

Address: _____

Address: 1302 South Union Street

City: _____

City: Rock Rapids, IA 51246

Date: _____

Date: _____

TASK ORDER

Task Order No. 01

Effective Date: January 29, 2016

Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: City of Wayne, NE (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 29th day of January, 2016.

TASK ORDER PROJECT NAME: West and East Inner Circuits, Electric Distribution Improvements

TASK ORDER PROJECT DESCRIPTION: Conversion of existing overhead to underground.

DGR CONTACT PERSON: Paul Davis, Project Manager

CLIENT CONTACT PERSON: Tim Sutton, Electric Supervisor

1. **PROJECT BACKGROUND AND APPROACH:**

The West Inner and East inner main circuits will need to be upsized and placed underground. This is a corrective measure to the deficiency identified in phase 1 of the electric system study. The engineering work includes preliminary design, final design, bidding, and construction administration services for completion of the project.

The project consists of approximately 19 City blocks and replacement of mainline circuits. The construction project will be designed and bid under one construction contract and one meter contract. The first phase will be 10 blocks along the west main circuit located on the southwest portion of the electric system. The other portion along the west main circuit, approximately 6 blocks, will consist of the locations between 7th St and 14th St. The East Inner main circuit will be converted to underground, which runs along Fairground Ave. and extends up to Dearborn St. and continues along 6th St. near Valley Drive. This is approximately 3 blocks of residential conversion.

2. **SCOPE OF SERVICES:**

We will perform the following comprehensive design and project management services under this contract:

Preliminary:

- ◆ Prepare a circuit diagram of the project, including preliminary circuitry

decisions, general routing that will affect the final design.

- ◆ Coordinate initial planning with any foreign utilities that may join the project.

Design Phase:

- ◆ The design will include a detailed location by location listing of required distribution work and meter cutover work. Our field staking personnel will walk the entire project, developing construction notes and collecting data required to finish the design.
- ◆ Plans, specifications, contract documents, and bidding units with full detailed drawings will be developed. These will be available for thorough review by City of Wayne personnel prior to bidding. We will furnish all bidding documents to interested parties. Some of the detail items will include:
 - Staking sheets with aerial photo background, showing the detailed route of each primary, secondary and service.
 - Unit sheets which will give a detailed breakdown of work at each location.
 - Provide unit sheets detailing the meter cutover work.
 - Develop drawings that are applicable to the units described.
 - Meet with City staff and discuss meter locations.
- ◆ Obtain individual service historical loading information from the City of Wayne, which will be used to size the transformers.
- ◆ Coordinate design with other utility entities.

Bidding Phase:

- ◆ Develop a list of detailed specifications for major materials (transformer, cable, and switches) required on the project, such that City of Wayne can bid these and order for timely delivery for the project.
- ◆ We will assist in taking of public bids for the project. An analysis of the bids will be performed. There will be two separate bid packages for the construction, the Electric Distribution Improvements and the other for the Meter Cutover work.
 - Develop spreadsheets detailing breakdown of the bids received.
 - Provide an award recommendation to the City based on the bids received.

Construction Phase:

- ◆ Conduct a preconstruction conference, including the contractor, City of Wayne, and affected foreign utilities personnel.
- ◆ During construction, periodic observations will be performed by the project engineer or technician.
- ◆ Shop drawings will be reviewed. Pay requests, field orders, and change orders necessary will be generated and processed.
- ◆ Residential construction observation (day-to-day) will be performed by the Owner, not DGR.

Final Phase:

- ◆ Conduct a final walk-thru, develop a punchlist, and furnish it to the Contractor.
- ◆ Develop and process final close-out documents.
- ◆ Furnish record drawings upon completion.

3. PROJECT SCHEDULE:

We envision the following estimated schedule for this work:

Council Approval for Engineering	February, 2016
Preliminary design (distribution contract)	June, 2016
Preliminary design (meter contract)	August, 2016
Bid Materials	November, 2016
Final design complete (distribution contract)	January, 2017
Construction bids (distribution contract)	February, 2017
Final design (meter contract)	March, 2017
Construction bids (meter contract)	April, 2017
Construction start (distribution contract)	May, 2017
Construction start (meter contract)	July, 2017
Construction complete (distribution contract)	July, 2018
Construction complete (meter contract)	August, 2018
Final project closeout (distribution contract)	September, 2018
Final project complete (meter contract)	October, 2018

4. **PROJECT BUDGET:**

Material & Construction	\$1,271,000
Contingencies	121,000
Engineering (distribution contract)	138,200
Engineering (meter contract)	36,800
Total Project Budget	\$1,567,000

5. **ENGINEERING FEE BREAKDOWN:**

Task	Fee	Fee Type
Preliminary Phase: (distribution contract):	10,800	Lump Sum
Design Phase (distribution contract):	98,700	Lump Sum
Design Phase (meter contract):	27,800	Lump Sum
Bidding Phase (distribution contract):	6,200	Lump Sum
Bidding Phase (meter contract):	3,600	Lump Sum
Construction Phase (distribution contract):	20,000	Estimated, Hourly
Construction Phase (meter contract):	4,000	Estimated, Hourly
Final Phase (distribution contract):	2,500	Estimated, Hourly
Final Phase (meter contract):	1,400	Estimated, Hourly
Total Engineering	\$175,000	Estimated Fee

All "Lump Sum" work is inclusive of personnel, subsistence, travel, computer, and other costs.

All "Hourly" work will be billed at the then-current Hourly Fee Schedule. A copy of the current Hourly Fee Schedule is attached. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); and subsistence costs if overnight stays are required (food and lodging). The fees shown above are an estimate of these expenses.

If additional assistance is needed, we will bill for those tasks at our Hourly rates.

SPECIAL TERMS AND CONDITIONS: None

City of Wayne, NE _____
(Client)

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering _____
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: _____
(Authorized signature and Title)

Address: _____

Address: 1302 South Union Street

City: _____

City: Rock Rapids, IA 51246

Date: _____

Date: _____

APPENDIX I

DGR ENGINEERING

Rock Rapids, IA – Sioux Falls, SD – Sioux City, IA – Ankeny, IA

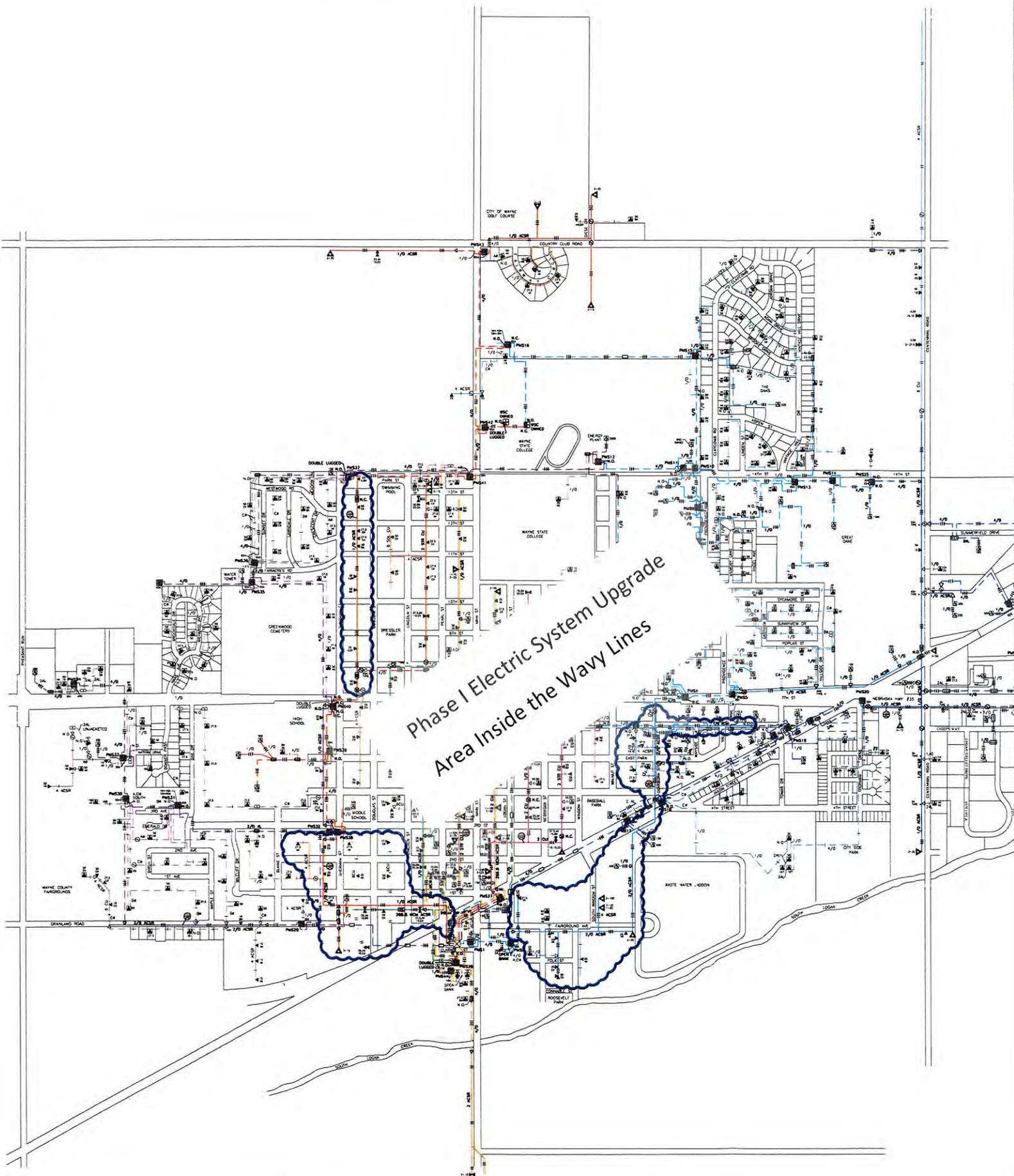
JANUARY 2016

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$80	\$47	\$43
02	\$86	\$51	\$45
03	\$91	\$56	\$47
04	\$97	\$60	\$50
05	\$105	\$64	\$54
06	\$114	\$68	\$58
07	\$124	\$72	\$62
08	\$134	\$77	\$66
09	\$144	\$81	\$71
10	\$154	\$85	\$77
11	\$164	\$90	\$84
12	\$176	\$95	\$93
13	\$189	\$102	\$110
14	\$194	\$109	\$137
15	\$199	\$117	\$179

Reimbursable Expenses:

1. Company vehicles, all at the IRS standard mileage rate in effect at the time.
2. Other travel, subsistence, lodging at actual out-of-pocket cost.
3. GPS Survey Equipment (when used) at \$31.25 per hour.
4. ATV and UTV Equipment (when applicable) at \$12.50 per hour.



Phase I Electric System Upgrade
Area Inside the Way Lines

DESCRIPTION



Project Manager: PAD
 Designer: RDK
 Project Number: 412304
 Phone: (712) 472-2531

CITY OF WAYNE
 WAYNE, NEBRASKA

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RESOLUTION NO. 2016-11

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

WHEREAS, the City Council, by and through the City Code and as a matter of general policy, establish certain rates, fees and charges for purposes of raising operating revenue and covering costs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Wayne, Nebraska, that the attached schedule of rates, fees and charges are hereby amended and the same shall, if not already in effect, become effective upon the passage and approval of this Resolution.

PASSED AND APPROVED this 1st day of March, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Pool Memberships Cost Comparison

Town:	Family:	Individual:
Wakefield	\$80	\$45
West Point	\$90	\$45
Laurel	\$100	\$50
Norfolk (Water Park)	\$190	\$80-\$90
Hartington	\$85	\$45
Wisner	\$90	\$50
Pender	\$90	\$50

Wayne Prices 2015

Family Pass	\$105
*Pre Season Special	\$95
Individual Pass	\$60
*Pre Season Special	\$55
Daily Admission	
Ages 13 - Over	\$4.50
Ages 6 - 12	\$3.50
Ages 5 - Under	\$3.00

Wayne Proposal #1

Family Pass	\$150
No Preseason Special	
Individual Pass	\$80
No Preseason Special	
Daily Admission	
Ages 13 - Over	\$5.00
Ages 6 - 12	\$4.00
Ages 5 - Under	\$3.00

CAC Membership adding Pool

Family	\$300	\$ 120
Adult Married Couple	\$230	\$ 100
Adult Single	\$170	\$ 75
Senior Married Couple	\$110	\$ 65
Senior Single	\$85	\$ 50
ANY College Student		\$ 60
High School	\$100	\$ 50
Middle School	\$80	\$ 40
Elementary School	\$65	\$ 30

\$100 an hour to rent the pool for Parties (birthday) - must be outside of normal operation hours

Family, adult married couple and senior married couple will get a "family POOL pass" membership card.

Adult/Senior single, college student, high school, middle school, elementary will all get "individual POOL pass" membership cards

To meet college requirements - students must be enrolled in classes for Spring and Fall 2016 and present CURRENT college ID card

Will have same style membership cards but will have different print on them and will stay at Pool Check-In

24 Hour Access -

\$50 for a year added to any membership (Paid up front, not adding to Utility Bill or 6 month plan)

\$25 for new key fab if original is lost

Bryce and Cassie will compile a list of additional rules that member must sign off on

*** Caught letting extra people in will be lose of 24hr access for a year and it will be non-refundable

Will add "Security Camera" signs around the facility

Full Gym/Facility Rental-

We would like to make it official that our facility rental charge for the entire Activity Center (ALL gym courts, Community Room and Youth Room) is now \$600 for a Full Day rental.

CAC Hours of Operations-

When the pool opens we will be changing our hours YEAR ROUND

Monday - Thursday 5:30am - 10:00pm

Friday 5:30am - 9:00pm

Saturday & Sunday 8:00am - 8:00pm Later during pool season possibly 9:00pm

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ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

February 24, 2016

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

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

Dear Lowell:

Enclosed for your consideration are four (4) copies of Application for Payment No. 7 for the above referenced project. The contractor is making progress and more equipment is arriving onsite.

The contractor completed most of the site piping this month and framed the roof of the press building. The contractor has begun the installation of the blowers by rotating the existing blowers over to the sludge tank location. Also some electrical work is being completed.

We recommend approval of Pay Application No. 7 in the amount of \$165,778.34 to Eriksen Construction. We are conducting payroll reviews and they are current.

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

Sincerely,

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

Roger S. Protzman
Senior Project Engineer

RSP:skw
Enclosures

Pc: Eriksen Construction Co., Inc.

140876LTR022416-Pay App 7.docx

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

803 W. Norfolk Avenue | Norfolk, Nebraska 68701-5144 | p: 402.371.6416 | f: 402.371.5109

www.jeo.com

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5		Application Number: 7													
Application Period:		Ending March 1, 2016		Application Date: 2/23/16													
A		B		C		D		E		F		G					
Specification Section No.		Description		Scheduled Value (\$)		From Previous Application (C+D)		This Period		Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)		% (F / B)		Balance to Finish (B - F)	
1			General Requirements / Mobilization 771		\$81,000.00		\$81,000.00						\$81,000.00		100.0%		
2			Bond		\$24,300.00		\$24,300.00						\$24,300.00		100.0%		
3			Concrete Reinforcement		\$55,000.00		\$53,750.00						\$53,750.00		97.7%		\$1,250.00
4			Concrete Footings		\$15,000.00		\$15,000.00						\$15,000.00		100.0%		
5			Concrete Floor Slabs		\$11,000.00		\$11,000.00						\$4,990.03		45.4%		\$6,009.97
6			Digester Base Slab		\$40,000.00		\$40,000.00						\$40,000.00		100.0%		
7			Digester Walls		\$98,000.00		\$95,500.00		\$2,500.00				\$98,000.00		100.0%		
8			Drying Bed Footings & Walls		\$25,000.00		\$25,000.00						\$25,000.00		100.0%		
9			Masonry		\$55,000.00		\$55,000.00						\$55,000.00		100.0%		
10			Miscellaneous Metals		\$33,000.00		\$25,400.00		\$1,000.00				\$27,200.00		82.4%		\$5,800.00
11			Rough Carpentry		\$6,500.00		\$4,500.00		\$1,000.00				\$5,500.00		84.6%		\$1,000.00
12			FRP Panels		\$2,000.00		\$2,000.00						\$2,000.00				\$1,000.00
13			Insulation		\$1,000.00		\$1,000.00						\$1,000.00				\$1,000.00
14			Shingles		\$3,000.00		\$3,000.00						\$3,000.00				\$3,000.00
15			Flashing & Gutters		\$1,500.00		\$1,500.00						\$1,500.00				\$1,500.00
16			Joint Sealants		\$1,500.00		\$1,500.00						\$1,500.00				\$1,500.00
17			H.M. Doors/Hwd Jams set		\$4,000.00		\$2,000.00						\$2,000.00		50.0%		\$2,000.00
18			Sectional Doors		\$5,000.00		\$5,000.00						\$5,000.00				\$5,000.00
19			Painting and Coatings		\$69,000.00		\$69,000.00						\$69,000.00				\$69,000.00
20			Specialties		\$1,500.00		\$1,500.00						\$1,500.00				\$1,500.00
21			Pipe Support Systems		\$8,000.00		\$1,350.00						\$1,350.00		16.9%		\$6,650.00
22			Plumbing Biosolid sewer rough-in		\$5,000.00		\$3,000.00						\$3,872.36		77.4%		\$1,127.64
23			HVAC		\$39,000.00		\$39,000.00						\$872.36				\$39,000.00
24			Electrical		\$130,000.00		\$22,000.00		\$21,800.00				\$43,800.00		33.7%		\$86,200.00
25			VFD's		\$8,000.00		\$8,000.00						\$8,000.00				\$8,000.00
26			Earthwork Exposed-digester-biosolids		\$72,000.00		\$61,200.00						\$61,200.00		85.0%		\$10,800.00
27			Backfill		\$41,000.00		\$25,500.00		\$13,500.00				\$39,000.00		95.1%		\$2,000.00
28			Erosion Control		\$2,500.00		\$2,500.00						\$2,500.00		100.0%		\$35,000.00
29			Paving & Sidewalks		\$35,000.00		\$35,000.00						\$35,000.00				\$35,000.00
30			Aggregate Surfacing		\$1,500.00		\$1,500.00						\$1,500.00				\$1,500.00
31			Seeding		\$54,500.00		\$54,500.00						\$54,500.00				\$54,500.00
32			Controls		\$32,000.00		\$14,910.00		\$8,500.00				\$29,271.31		91.5%		\$2,728.69
33			Valves		\$80,000.00		\$65,500.00		\$12,300.00				\$78,000.00		97.5%		\$2,000.00
34			Site Piping		\$10,500.00		\$3,000.00		\$5,000.00				\$8,000.00		76.2%		\$2,500.00
35			Air Piping WL Sleeves		\$79,000.00		\$79,000.00		\$60,000.00				\$69,000.00		87.3%		\$10,000.00
36			Flanged Piping		\$5,000.00		\$5,000.00						\$5,000.00				\$5,000.00
37			Flow Meter		\$135,000.00		\$135,000.00		\$130,000.00				\$130,000.00		96.3%		\$5,000.00
38			Rotary Lobe Blower		\$21,500.00		\$21,500.00						\$21,500.00		100.0%		\$5,000.00
39			Rotary Lobe Pump		\$21,500.00		\$21,500.00						\$21,500.00				\$21,500.00

Stored Material Summary

Contractor's Application

For (Contract):		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5									
Application Period:		Ending March 1, 2016									
Application Number:		7									
Application Date:		2/23/16									
A Bid Item No.	B Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	F Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work Date (Month/Year)	F Amount (S)	G Materials Remaining in Storage (\$ (D + E - F))
					Date Placed into Storage (Month/Year)	Amount (\$)					
5	0204981-IN		JOB	Trench Drain forms and Grating	10/2015	\$4,990.03		\$4,990.03			\$4,990.03
33	50035698-00		JOB	6" Halliday Telescoping Valves 2 each	10/2015	\$5,861.31		\$5,861.31			\$5,861.31
33	16994		JOB	CLOW Check Valve	11/2015	\$1,917.00		\$1,917.00	2/2016	\$1,917.00	
33	17116		JOB	6" Knife Gate Valve	12/2015	\$597.00		\$597.00	2/2016	\$597.00	
22	39195		JOB	Plumbing Water line Biosolids	10/2015	\$872.36		\$872.36			\$872.36
34	38753		JOB	DIP Site Piping	10/2015	\$5,662.15		\$5,662.15	2/2016	\$5,462.15	\$200.00
34	38842		JOB	DIP, PEP Water Line Site Piping	10/2015	\$22,078.11		\$22,078.11	2/2016	\$22,078.11	
34	38842-02		JOB	Frame, Covers & Grates Site piping	10/2015	\$1,670.00		\$1,670.00	2/2016	\$1,670.00	
34	39003		JOB	DIP Valve boxes, adapters Site Piping	10/2015	\$2,300.25		\$2,300.25	2/2016	\$2,300.25	
11	1st		JOB	Misc. Metals HME	11/2015	\$8,427.00		\$8,427.00	1/2016	\$6,627.00	\$1,800.00
38	65104		JOB/City	Blowers	12/2015	\$107,382.00		\$107,382.00	2/2016	\$107,382.00	
40	65549		JOB	Clarifier launder Covers	2/2016	\$44,000.00		\$44,000.00			\$44,000.00
42	12180		Aero-Mod	Belt Press - Aero-Mod	1/2016	\$174,888.00		\$174,888.00			\$174,888.00
Totals								\$380,645.21		\$148,033.51	\$232,611.70

Contractor's Application for Payment No. 8

To 306 Pearl St., PO Box 8 (Owner): Wayne, NE 68787-0008	Application Period: 2/1/16 - 2/22/16	Application Date: 2/22/2016
Project: 2016 Wayne Aquatic Center Wayne, Nebraska	From Christiansen Construction Co. LLC, Box 339, Pender, NE 68047 (Contractor):	Via (Engineer): JEO Consulting Group, Inc. 11717 Burt St., Ste. 210 Omaha, NE 68154
Owner's Contract No.:	Contractor's Project No.: 15037	Engineer's Project No.: 141213

Application For Payment

Change Order Summary

Approved Change Orders	Additions	Deductions
2	\$359.00	
3	\$1,169.00	
TOTALS		
NET CHANGE BY CHANGE ORDERS		\$1,528.00

1. ORIGINAL CONTRACT PRICE..... \$ 2,659,000.00
2. Net change by Change Orders..... \$ 1,528.00
3. Current Contract Price (Line 1 ± 2)..... \$ 2,660,528.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 1,559,732.80
5. RETAINAGE:
 - a. 10% X \$1,542,121.98 Work Completed..... \$ 154,212.20
 - b. 10% X \$17,610.82 Stored Material..... \$ 1,761.08
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 155,973.28
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,403,759.52
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,365,679.78
8. **AMOUNT DUE THIS APPLICATION**..... \$ **38,079.74**
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column H total on Progress Estimates + Line 5.c above)..... \$ 1,256,768.48

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

By:	Date: 2/22/2016
-----	-----------------

Payment of: \$ <u>38,079.74</u>	(Line 8 or other - attach explanation of the other amount)	(Date) <u>2-25-2016</u>
is recommended by: <u>D. E. Bohan</u>	(Engineer)	(Date)
Payment of: \$ <u>38,079.74</u>	(Line 8 or other - attach explanation of the other amount)	
is approved by:	City of Wayne, NE	(Date)
Approved by:	(Owner)	(Date)
Approved by:	Funding or Financing Entity (if applicable)	(Date)

CONTINUATION PAGE

PROJECT: 15037 2016 Wayne Aquatic Center APPLICATION #: 8 DATE OF APPLICATION: 02/22/2016
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 02/22/2016
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Bond & Insurance	\$40,298.00	\$40,298.00	\$0.00	\$0.00	\$0.00	\$40,298.00	\$0.00	
2	General Conditions	\$120,884.00	\$102,884.00	\$4,800.00	\$0.00	\$0.00	\$107,684.00	\$13,200.00	
3	Demobilization	\$8,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,560.00	
4	Submittal Exchange	\$3,395.00	\$3,395.00	\$0.00	\$0.00	\$0.00	\$3,395.00	\$0.00	
5	Site Demo, Stripping, Hauling	\$48,705.00	\$48,705.00	\$0.00	\$0.00	\$0.00	\$48,705.00	\$0.00	
6	Excavation	\$86,780.00	\$86,780.00	\$0.00	\$0.00	\$0.00	\$86,780.00	\$0.00	
7	Grading	\$31,282.00	\$12,282.00	\$0.00	\$0.00	\$0.00	\$12,282.00	\$19,000.00	
8	SWPPP (Erosion Control)	\$17,175.00	\$14,175.00	\$0.00	\$0.00	\$0.00	\$14,175.00	\$3,000.00	
9	Geotextile Filter Fabric	\$4,522.00	\$4,522.00	\$0.00	\$0.00	\$0.00	\$4,522.00	\$0.00	
10	Sub Base	\$20,627.00	\$20,627.00	\$0.00	\$0.00	\$0.00	\$20,627.00	\$0.00	
11	Aggregate Backfill	\$70,216.00	\$15,216.00	\$5,400.00	\$0.00	\$0.00	\$20,616.00	\$49,600.00	
12	Gran. Fill under Decks/Sidewalks	\$7,266.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,266.00	
13	Underdrains	\$5,070.00	\$5,070.00	\$0.00	\$0.00	\$0.00	\$5,070.00	\$0.00	
14	Site Utilities	\$175,589.00	\$125,589.00	\$0.00	\$0.00	\$0.00	\$125,589.00	\$50,000.00	
15	Fences, Gates, Rope Barrier	\$32,461.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,461.00	
16	Seeding	\$5,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,748.00	
17	Concrete Forming Pool	\$115,725.00	\$110,725.00	\$5,000.00	\$0.00	\$0.00	\$115,725.00	\$0.00	
18	Concrete Placing Pool	\$182,300.00	\$172,300.00	\$2,000.00	\$0.00	\$0.00	\$174,300.00	\$8,000.00	
19	Concrete Forming Surge & Pump	\$36,110.00	\$36,110.00	\$0.00	\$0.00	\$0.00	\$36,110.00	\$0.00	
20	Concrete Placing Surge & Pump	\$28,236.00	\$28,236.00	\$0.00	\$0.00	\$0.00	\$28,236.00	\$0.00	
21	Misc. Concrete Form & Pour	\$38,571.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,571.00	
22	Pool Deck Form & Pour	\$65,413.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,413.00	
23	Pool Sidewalk Form & Pour	\$31,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,196.00	
24	FB Foundations	\$14,045.00	\$10,045.00	\$4,000.00	\$0.00	\$0.00	\$14,045.00	\$0.00	
25	Reinforcing Steel	\$71,545.00	\$71,045.00	\$500.00	\$0.00	\$0.00	\$71,045.00	\$500.00	
26	Exp. Joints, Waterstop	\$2,185.00	\$1,685.00	\$500.00	\$0.00	\$0.00	\$1,685.00	\$500.00	
27	Grouting Pool Walls	\$6,269.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,269.00	
28	Masonry	\$48,494.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,494.00	
29	Struct. Steel, Misc. Metals	\$22,030.00	\$15,950.00	\$6,080.00	\$0.00	\$0.00	\$15,950.00	\$6,080.00	
	SUB-TOTALS	\$1,340,697.00	\$925,639.00	\$21,200.00	\$0.00	\$0.00	\$946,839.00	\$393,858.00	

CONTINUATION PAGE

PROJECT: 15037 2016 Wayne Aquatic Center APPLICATION #: 8 DATE OF APPLICATION: 02/22/2016
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 02/22/2016
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	% COMP. (G / C)					
30	Rough Carpentry	\$19,701.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,701.00	0%
31	Cabinets	\$2,406.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,406.00	0%
32	Concrete Countertop	\$1,728.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,728.00	0%
33	Metal Roofing	\$40,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,434.00	0%
34	Joint Sealants	\$10,588.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,588.00	0%
35	Doors, Frames, Hardware	\$2,631.00	\$1,569.00	\$0.00	\$0.00	\$0.00	\$1,569.00	\$1,062.00	60%
36	Coiling Overhead Door	\$3,780.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$180.00	95%
37	Paints & Coatings	\$38,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,434.00	0%
38	Specialties	\$734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$734.00	0%
39	Signage, Plaque	\$1,948.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,948.00	0%
40	Aluminum Canopy	\$20,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,465.00	0%
41	Stainless Steel Gutters	\$94,111.00	\$8,140.00	\$0.00	\$0.00	\$986.68	\$9,126.68	\$84,984.32	10%
42	Main Drains, Hydro. Relief Valves	\$6,656.00	\$6,656.00	\$0.00	\$0.00	\$0.00	\$6,656.00	\$0.00	100%
43	Pumps, Strainers, VFDs, Gauges	\$83,776.00	\$73,776.00	\$0.00	\$0.00	\$5,000.00	\$78,776.00	\$5,000.00	94%
44	Ladders, Stanchions, Rails etc.	\$20,357.00	\$16,357.00	\$0.00	\$0.00	\$1,000.00	\$17,357.00	\$3,000.00	85%
45	ADA Lift	\$4,813.00	\$3,813.00	\$0.00	\$0.00	\$0.00	\$3,813.00	\$1,000.00	79%
46	Diving Towers & Boards	\$59,100.00	\$49,100.00	\$0.00	\$0.00	\$0.00	\$49,100.00	\$10,000.00	83%
47	Pool Vacuum	\$1,781.00	\$1,581.00	\$0.00	\$0.00	\$0.00	\$1,581.00	\$200.00	89%
48	Filtration Equipment	\$42,550.00	\$32,550.00	\$0.00	\$0.00	\$5,000.00	\$37,550.00	\$5,000.00	88%
49	Chem. Feed/Disinfect. Equip.	\$7,008.00	\$625.42	\$0.00	\$0.00	\$0.00	\$625.42	\$6,382.58	9%
50	FRP Chem Storage Bldgs.	\$29,482.00	\$27,382.00	\$0.00	\$0.00	\$0.00	\$27,382.00	\$2,100.00	93%
51	Deck Trench Drains	\$10,300.00	\$8,277.23	\$0.00	\$0.00	\$0.00	\$8,277.23	\$2,022.77	80%
52	Shade Structures	\$28,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,192.00	0%
53	Pool Heaters	\$18,919.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,919.00	0%
54	Water Slide	\$84,361.00	\$13,388.00	\$0.00	\$0.00	\$0.00	\$13,388.00	\$70,973.00	16%
55	Zero Depth Play Features	\$93,903.00	\$13,286.00	\$0.00	\$0.00	\$0.00	\$13,286.00	\$80,617.00	14%
56	Process Piping, Valves, Supports	\$389,595.00	\$219,595.00	\$0.00	\$0.00	\$0.00	\$219,595.00	\$170,000.00	56%
57	Plumbing (Drinking Fount.)	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,200.00	0%
58	Electrical	\$196,350.00	\$112,087.33	\$3,500.00	\$0.00	\$5,624.14	\$121,211.47	\$75,138.53	62%
	SUB-TOTALS	\$2,659,000.00	\$1,517,421.98	\$24,700.00	\$24,700.00	\$17,610.82	\$1,559,732.80	\$1,099,267.20	59%

CONTINUATION PAGE

PROJECT: 15037 2016 Wayne Aquatic Center
 APPLICATION #: 8
 DATE OF APPLICATION: 02/22/2016
 PERIOD THRU: 02/22/2016
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
59	Change Order No. 2	\$359.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$359.00	
60	Change Order No. 3	\$1,169.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,169.00	
	TOTALS	\$2,660,528.00	\$1,517,421.98	\$24,700.00	\$17,610.82	\$1,559,732.80	59%	\$1,100,795.20	



Invoice

CHRIS3

Invoice Number: 0365247-IN
 Invoice Date: 2/18/2016
 Order Number: 0065247
 Order Date: 7/13/2015
 Salesperson: 0004
 Acct #: CHRIS3

Sold To:
 CHRISTIANSEN CONSTRUCTION CO.
 P.O. BOX 339
 PENDER, NE 68047-0339

Ship To:
 WAYNE AQUATIC CENTER
 C/O CHRISTIANSEN CO
 700 WEST 5TH ST/NO FRIDAYS!
 DICK COLE/PH#402-372-7262
 WAYNE, NE 68787

Customer P.O.
 15037/WAYNE,NE

Comment:

Terms
 Open

Ship VIA	F.O.B.	Tracking Number		Price	Unit	Amount
BEST WAY	3 - DESTINATION					
Ordered	Shipped	Back Ordered	Item Code			
0.08	0.06	0.02	/CONTRACT	199,778.0000	EACH	11,986.68
			CONTRACT SALE			
1.00	0.00	1.00	P322841	0.0000	EA	0.00
			FLOWMETER, PIRO, 4", SIDE MOUNTED, 100-400 GPM			
7.00	0.00	7.00	P322861	0.0000	EA	0.00
			FLOWMETER, PIRO, 6", SIDE MOUNTED, 200-900 GPM			
1.00	0.00	1.00	P322881	0.0000	EA	0.00
			FLOWMETER, PIRO, 8", SIDE MOUNTED, 400-1600GPM			
1.00	0.00	1.00	P322901	0.0000	EA	0.00
			FLOWMETER, PIRO, 10", SIDE MOUNTED, 500-2500 GPM			
3.00	3.00	0.00	P041703A	0.0000	EACH	0.00
			EYEWASH STATION, EMERGENCY PORTABLE, SAS 5135			
2.00	2.00	0.00	P171668E	0.0000	EA	0.00
			AURORA PUMP, 25HP, 3PH, EPOXY COATED			
			RECIRC PUMP A&B - 610GPM @ 90'TDH, 1800RPM, 460V, 60Hz, TEFC MOTOR **			
			PRIOR TO DELIVERING THE PUMP, PLEASE FURNISH HYDROSTATIC TEST RESULTS TO ENGINEER **			
2.00	0.00	2.00	Z010403	0.0000	EACH	0.00
			VFD TRAINING @ CUSTOMER'S FACILITY, 4 HOUR SESSION			
4.00	4.00	0.00	P094058	0.0000	EA	0.00
			TILE, CERAMIC, 6", "0FT", SKID RESISTANT 4" LETTERS			
2.00	2.00	0.00	P094041	0.0000	EA	0.00
			TILE, CERAMIC, 6", "1FT", SKID RESISTANT 4" LETTERS			
2.00	2.00	0.00	P094042	0.0000	EA	0.00
			TILE, CERAMIC, 6", "2FT", SKID RESISTANT 4" LETTERS			
9.00	9.00	0.00	P094043	0.0000	EA	0.00
			TILE, CERAMIC, 6", "3FT", SKID RESISTANT 4" LETTERS			
5.00	5.00	0.00	P094044	0.0000	EA	0.00
			TILE, CERAMIC, 6", "4FT", SKID RESISTANT 4" LETTERS			
2.00	2.00	0.00	P094045	0.0000	EA	0.00
			TILE, CERAMIC, 6", "5FT", SKID RESISTANT 4" LETTERS			
9.00	9.00	0.00	P094056	0.0000	EA	0.00
			TILE, CERAMIC, 6", "12FT", SKID RESISTANT 4" LETTERS			

Continued



PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 712-277-1273

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
01/19/16	233140	S501092022.002
BRANCH		BRANCH NO.
CRESCENT SIOUX CITY, IA		B007
JOB NAME		PAGE NO.
WAYNE AQUATIC CENTER		1 of 1

SOLD TO: 88652
5907 1 MB 0.439 E0291 I0454 D1608341821 P3065522 0002:0002



SHIP TO: 233140

MAISEE-WAYNE AQUATIC CENTER
700 WEST 5TH STREET
WAYNE, NE 68787



MAISE ELECTRIC
JOHN MAISE
PO BOX 267
PENDER NE 68047-0267

ORDERED BY		CUST PO		REFERENCE	
		WAYNE AQUATIC			
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
MATT F BOECKMAN		BEST WAY	01/19/16	EDWIN R KIMBALL	
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
4	4	TYPE 5: BEACON TRV-D/36NB-80/4K/T4/UNV/PEC/MOB-1 TO 15MIN-50%-6'8"/BBT		865.0000/ea	3460.00
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
02/29/16		\$3,460.00	\$0.00	\$0.00	\$3,460.00



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:
MAISE ELECTRIC
JOHN MAISE
PO BOX 267
PENDER NE 68047-0267

INVOICE NUMBER S501092022.002
CUSTOMER NUMBER 233140
INVOICE DATE 01/19/16
DUE DATE 02/29/16
SUBTOTAL \$3,460.00
SHIPPING & HANDLING \$0.00
TAX \$0.00
INVOICE TOTAL \$3,460.00

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

CHECK # _____ \$ _____

INVOICE

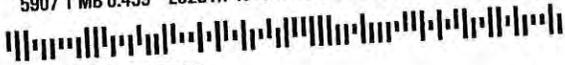


PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 712-277-1273

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
12/31/15	233140	S501236310.002
BRANCH		BRANCH NO.
CRESCENT SIOUX CITY, IA		B007
JOB NAME		PAGE NO.
WAYNE AQUATIC CENTER		1 of 1

SOLD TO: 88652
5907 1 MB 0.439 E0291X 10453 D1608341820 P3065522 0001:0002



MAISE ELECTRIC
JOHN MAISE
PO BOX 267
PENDER NE 68047-0267

SHIP TO: 233140
MAISEE-WAYNE AQUATIC CENTER
700 WEST 5TH STREET
WAYNE, NE 68787

ORDERED BY		CUST PO		REFERENCE	
MATT F BOECKMAN		WAYNE AQUATIC		ACCOUNT MANAGER	
ORDER WRITER		SHIP VIA	SHIP DATE	EDWIN R KIMBALL	
MATT F BOECKMAN		BEST WAY	12/31/15	UNIT PRICE	EXT PRICE
ORDER QTY	SHIP QTY	DESCRIPTION		134.5000/ea	269.0
2	2	TYPE 1: Leading Edge Fan #48201			
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
01/31/16		\$269.00	\$41.14	\$0.00	\$310.14

PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:
MAISE ELECTRIC
JOHN MAISE
PO BOX 267
PENDER NE 68047-0267

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418



INVOICE NUMBER 5012363
CUSTOMER NUMBER 2
INVOICE DATE 12
DUE DATE 0
SUBTOTAL \$
SHIPPING & HANDLING
TAX
INVOICE TOTAL

CHECK # _____ \$ _____



ELECTRICAL ENGINEERING & EQUIPMENT CO.

953 73RD ST
WINDSOR HEIGHTS, IA 50324
(712)202-0934 FAX (712)202-0944

INVOICE

ELECTRICAL ENGINEERING
& EQUIPMENT COMPANY

CUST.#:
SHIP TO:

110737
MAISE ELECTRIC
WAYNE AQUATIC CENTER
700 5TH STREET
WAYNE, NE 68787

BILL TO:

CORRESPONDENCE TO:

Electrical Engineering &
Equipment Company
P.O. Box 310365
Des Moines, IA 50331-0365

INVOICE DATE	ORDER NO
12/01/15	4453321-04
P.O. NO	PAGE #
WAYNE AQUATIC	1



000207 L2T3E135
MAISE ELECTRIC
PO BOX 267
606 SOUTH CARNES AVENUE
PENDER, NE 68047

PLACED BY	INSTRUCTIONS	REFERENCE	CASH DISCOUNT
JOHN	call 402-750-3060 john b/4 del		18.54
SHIP POINT		SHIP VIA	SHIPPED
** Drop Ship **		Direct	11/20/15
			IF PAID BY
			01/10/16

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
**** ALWAYS CALL JOHN MAISE 402-750-3060 OR CHECK WITH JJ OR STAN FOR DELV INSTRUCTIONS ****							
Q2C#36750679							
31	SQD LOTPRICE-4 Non Stock	1	0	1	each	1854.00	1854.00
32	SQD 15T2FSS 12147 TRANSFORMER DRY 3PH 15KVA 480V-20BY/120V	1	0	1	each	0.00	0.00
33	SQD 8903SPW1V02C6 CLASS 8903 MULTI-POLE LIGHTING CONTACTOR OUTDOOR POOL LIGHTING	1	0	1	each	0.00	0.00
34	SQD LOTPRICE-5 Non Stock	1	1	0	each	7051.00	0.00
4	Lines Total	Qty Shipped Total		3 Total			1854.00
						Invoice Total	1854.00

Cash Discount 18.54 If Paid By 01/10/16

L2T3E135 000207 335221809113 NNNNNN NNNNNN NNNNNN 000001 Q23E1TA

000755