

**AGENDA
CITY COUNCIL MEETING
June 7, 2016**

1. [Approval of Minutes – May 17, 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. [Update from American Broadband on Past, Present and Future Offerings, Improvements and Challenges — Joe Jetensky, President of American Broadband – Nebraska and Missouri Operations](#)
4. [Action on a request to approve placing “Little Free Library” boxes on public property for public exchange of books — Kim Dunklau, Our Savior Lutheran Church/Little Free Library Committee](#)

Background: This church group wants to participate in a national “Little Free Library” book exchange program. To participate, a local group gets books for all ages from local volunteers and makes the books available for free exchange in small “kiosk” decorative wooden cabinets in public areas around town. The local group maintains the display cabinets and monitors the books for appropriate content. One wooden cabinet is currently installed on private property in the front yard of the old City Library on Main Street. Some local groups do the project in conjunction with the public library system, and some do these on their own. Lauran will work with them, but they want to try this on their own for now. They want to locate kiosks in City parks on public property so they are asking for City approval.

Recommendation: Neither Lauran nor I have a recommendation at this time. They will need to provide proof of \$1 million liability insurance covering the city as an additional insured.

5. [Action on an Application for Addition to Liquor License – The Jug Store, LLC, d/b/a “The Jug Store” at 1005 E. 7th Street \(new description - the entire irregular-shaped single-story building approximately 149’x106’ and includes the outdoor sidewalk café on the north side of the building, which is approximately 13’x59’ which has a 36” tall wrought iron fence, and includes the outdoor area _____\) — Ken Jorgensen, Owner](#)

Background: The Jug Store will be making an application to amend their description for the liquor license by adding the outside area behind the building that will be used for volleyball courts, etc. As of this writing, however, we have not received the application or drawing for the same.

6. [Ordinance 2016-7: Annexing Real Estate to the City of Wayne and extending the Corporate Limits in the Northeast Quadrant of the City of Wayne to include said Real Estate \(Third and Final Reading\)](#)
7. [Ordinance 2016-8: Amending the Wayne Municipal Code, Chapter 14 Animals, Article II Dogs, Section 14-52 Barking and Offensive \(Third and Final Reading\)](#)
8. [Ordinance 2016-9: Amending the Wayne Municipal Code, Chapter 14 Animals, Article II Dogs, Section 14-49 Running at Large \(Second Reading\)](#)
9. [Ordinance 2016-10: Amending the Wayne Municipal Code, Chapter 82, Article IV, Section 82-169 Hookup Fee](#)
10. [Ordinance 2016-12: Amending Wayne Municipal Code, Section 78-134 relating to Parking Time Limits of 15 Minutes, 30 Minutes and One Hour \(3 stalls – The Undercut – Wendy Ping\)](#)

Background: The owner of The Undercut Styling Salon, as well as the firm of Harder & Ankeny, have requested this for their less ambulatory customers. This is similar to what we did in front of the Mineshaft Mall and Bailey's Hair & Nails.

11. [Resolution 2016-45: Accepting Bid and Awarding Contract on the "Community Activity Center Parking Lot Project"](#)

Background: This is a rebid on the project, and one bid was received from Progressive Properties for \$201,804. 19.

Recommendation: The recommendation of the Project Engineer, Steve Rames, City Administrator Lowell Johnson, and City Attorney Amy Miller is to accept the bid and award the contract to Progressive Properties.

12. [Resolution 2016-46: Adopting City Administrator's Employment Contract](#)

Background: A copy is provided in the packet.

13. [Resolution 2016-47: Approving Memorandum of Agreement between the City of Wayne and the Office of the Chief Information Officer, State of Nebraska, d/b/a Network Nebraska-Education, and the Network Nebraska – Education Participant](#)

Background: We get our city internet service through the State of Nebraska/WSC system. It has been at no cost to us until now. This new agreement for \$68.94/month is required for all units of government accessing the internet via the State College System.

Recommendation: The recommendation of Brian Kesting, Technology Support Specialist, is to approve the agreement. Copies of Brian's email, as well as the agreement are in this packet.

14. [Action on a request of the Rebuild Hank Committee to assist with a portion of the costs of having the Hank Overin Field Grandstand professionally stained — Pat Melena, Chair of the Rebuild Hank Committee](#)

Background: The city insurance policy paid out about \$155,000 in damages for the total loss of the grandstand and press box. The Mayor and Council appointed a committee to help design and advise in the rebuild process. The Council approved the committee's design proposal, and the understanding was the City would put the total insurance amount available towards the project, and the committee would fundraise for the rest that was needed to rebuild.

All agreed on a Sand Creek Post and Beam structure, and there was specific discussion about the cost of labor needed to initially seal and then maintain the sealer/stain over time. We planned to use part-time city labor. The committee prefers that we hire an area professional to apply the first coat for \$8,750 to get the best quality of seal for the first application. This includes the underside of the roof over the grandstand. They have offered to pay \$4,375 of that, using donation funds. The cost of the stain shipped here is \$3,150 for 85 gallons if we buy it ourselves, plus the cost of our part-time help to apply it.

Recommendation: The recommendation of the Rebuild Hank Committee is to hire the professional for the first application of sealer/stain and pay half the cost with donations.

15. [Action on Pay Application No. 10 for the “2015 Wastewater Treatment Facility Improvement Project” in the amount of \\$30,550.00 to Eriksen Construction Co., Inc.](#)

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

16. [Action on Certificate of Substantial Completion for the “2015 Wastewater Treatment Facility Improvement Project”](#)

17. [Action on Contractor’s Application for Payment No. 11 for the “2016 Wayne Aquatic Center Project” in the amount of \\$152,275.70 to Christiansen Construction Co., LLC](#)

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

18. [Action to reappoint Amy Miller as City Attorney and to extend her current contract through December 31, 2016](#)

19. [Action to approve Chapter IX - General Regulations Code of the new Municipal Code Update](#)

Background: The recommended draft is in the packet and has been prepared and reviewed by Department Heads and City Attorney Amy Miller. Your review and approval of this draft is for editing purposes, and these changes will not in be in effect

until later final Council action on an Ordinance re-codifying the entire City Code at one time for a final print and to link on-line.

20. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
May 17, 2016**

The Wayne City Council met in regular session at City Hall on Tuesday, May 17, 2016, at 5:30 o'clock P.M. Council President Jill Brodersen called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Jason Karsky, and Matt Eischeid; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Mayor Ken Chamberlain.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 5, 2016, and a copy of the meeting notice and agenda were simultaneously given to the Council President 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 May 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. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

CORRECTIONS TO CLAIMS LIST OF 5/3/16: CITY OF WAYNE, RE, 417.10; WAYNE CO TREASURER, TX, 46.45

VARIOUS FUNDS: ADVANCED CONSULTING, SE, 3975.00; ALMQUIST, MALTZAHN, SE, 20200.00; AM CONSERVATION GROUP, INC., SU, 968.20; AMERICAN RED CROSS, RE, 10.00; APPEARA, SE, 118.41; BAKER & TAYLOR BOOKS, SU, 327.16; BARONE SECURITY SYSTEMS, SE, 716.04; BELDEN LUMBER, SU, 2500.00; BIG T ENTERPRISES, SU, 68.85; BROWN SUPPLY, SU, 89.70; C. H. GUERNSEY & COMPANY, SE, 7590.00; CARROLL DISTRIBUTING, SU, 274.80; CENTURYLINK, SE, 414.15; CHARTWELLS, SE, 5251.50; CHRISTIANSEN CONSTRUCTION, SE, 200553.15; CITY OF NORFOLK, SE, 105.00; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, PY, 67302.76; CITY OF WAYNE, RE, 25.00; CITY OF WAYNE, RE, 1676.99; COMMUNITY HEALTH, RE, 4.00; COPY WRITE PUBLISHING, SU, 328.86; COUNTRY NURSERY, SE, 153.00; DEARBORN NATIONAL LIFE, SE, 2099.71; DISCOUNT FURNITURE, SU, 1925.00; DUTTON-LAINSON CO, SU, 1155.60; EASYPERMIT POSTAGE, SU, 2347.99; ECHO GROUP, SU, 245.03; ED. M FELD EQUIPMENT, SU, 88.85; ELKHORN FENCE, SU, 300.00; ERIKSEN

CONSTRUCTION, SE, 130662.00; FAITH REGIONAL PHYSICAN SERV., SE, 69.50; FASTENAL CO, SU, 62.34; FLOOR MAINTENANCE, SU, 146.42; FRANK SHEDA JR., SE, 270.00; CITY EMPLOYEE, RE, 534.96; GAMBLE LANDSCAPING, SE, 2580.00; GERHOLD CONCRETE, SE, 961.85; GROSSENBURG IMPLEMENT, SU, 35.31; HYPERION INTEGRATOR, SU, 7495.89; ICMA RETIREMENT, SE, 7030.28; INGRAM BOOK CO, SU, 199.80; ISLAND SPRINKLER SUPPLY, SU, 330.44; JASON SEARS FLOORING, SE, 3460.98; JB MART, SU, 45.00; CITY EMPLOYEE, RE, 3160.73; KOLN/KGIN TELEVISION, FE, 1500.00; KTCH, SE, 769.00; CITY EMPLOYEE, RE, 93.00; LEAGUE OF NEBRASKA, FE, 800.00; LUTT OIL, SU, 3488.57; MARCO, SE, 213.06; MIDWEST LABORATORIES, SE, 149.00; MIDWEST TAPE, SU, 27.99; MUNICIPAL SUPPLY, SU, 158.57; NE SAFETY COUNCIL, SE, 29.06; NNPPD, SE, 220.74; OTTE CONSTRUCTION CO, SE, 11725.00; PAC N SAVE, SU, 162.50; PENGUIN RANDOM HOUSE, SU, 127.50; CITY EMPLOYEE, RE, 88.14; CITY EMPLOYEE, RE, 85.60; SPARKLING KLEAN, SE, 3180.57; STADIUM SPORTING GOODS, SU, 163.50; STATE NEBRASKA BANK, RE, 468.15; DAVE'S DRY CLEANING, SE, 102.00; TANYA GAMBLE, RE, 47.84; THE DIAMOND CENTER, SU, 324.30; UNITED WAY, RE, 5.00; VAKOC CONSTRUCTION, SU, 69.75; VAN DIEST SUPPLY, SU, 355.50; VEL'S BAKERY, SE, 786.45; VIAERO, SE, 132.53; WAYNE COUNTY CLERK, SE, 10.00; WAYNE COUNTY COURT, RE, 400.00; WAYNE HERALD, SE, 2760.76; WAYNE SOFTBALL ASSOCIATION, RE, 200.00; WAYNE STATER, SE, 108.00; WAYNE VETERINARY CLINIC, SE, 98.00; WESCO, SU, 7013.85; WAPA, SE, 25631.23; WIGMAN CO, SU, 137.78; WISNER WEST, SU, 126.07; AMERITAS, SE, 2413.08; APPEARA, SE, 168.84; BACKFLOW APPARATUS, SU, 242.00; CITY EMPLOYEE, RE, 192.42; CITY EMPLOYEE, RE, 125.61; CARHART LUMBER CO, SU, 696.59; CITIZENS STATE BANK, RE, 5444.40; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, RE, 4037.71; CUMMINS CENTRAL POWER, SE, 563.34; ECHO GROUP, SU, 626.05; ELLIS HOME SERVICES, SE, 504.98; FASTENAL, SU, 96.60; FLOOR MAINTENANCE, SU, 145.63; GERHOLD CONCRETE CO, SU, 1246.85; GREG MOSLEY, SE, 121.00; GROSSENBURG IMPLEMENT, SU, 74.96; HEARTLAND FIRE PROTECTION, SE, 892.75; IRS, TX, 24939.64; ISLAND SPRINKLER SUPPLY, SE, 164.70; JOHN'S WELDING AND TOOL, SU, 29.25; CITY EMPLOYEE, RE, 368.68; KELLY SUPPLY CO, SU, 31.79; L.G. EVERIST, SU, 1294.20; LOUIS BENSOTER, RE, 8256.55; MILO MEYER CONSTRUCTION, SE, 4450.00; NATIONAL PATENT ANALYTICAL SYSTEM, SU, 24.96; NE CODE OFFICIAL ASSOCIATION, FE, 150.00; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 178180.91; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 26300.36; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 264.12; NE DEPT OF REVENUE, TX, 3550.96; NNPPD, SE, 192.08; NOVA HEALTH EQUIPMENT, SU, 8915.40; OAKSTONE PUBLICATIONS, SU, 138.60; PEERLESS WIPING CLOTH, SU, 240.00; PITNEY BOWES, SE, 253.85; POLLARD PUMPING, SE, 360.00; PROVIDENCE MEDICAL CENTER, SU, 216.76; SD MEYERS, SE, 2568.00; SEBADE HOUSING, RE, 2215.00; SIOUXLAND CONCRETE, SU, 304.00; SKARSHAUG TESTING LAB, SE, 184.91; STACEY ALEXANDER, RE, 612.75; STANDARD & POOR'S, FE, 119.00; STAPLES CONTRACT & COMMERCIAL, INC., SU, 338.06; T & S TRUCKING, SE, 428.72; TRI-STATE COMMUNICATIONS, SE, 176.00; WAYNE AUTO PARTS, SU, 168.69; WAYNE HOSPITALITY, RE, 20577.34; WINDOM RIDGE, RE, 3277.35

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

Council President Brodersen stated the City Council would hear public comments on the following agenda items: 7, 13, 14, 15, 16, and 21.

Council President Brodersen 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, she 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.

Phil Monahan advised the Council that he was appointed the Fire Chief by the Wayne Volunteer Fire Department for the upcoming year. This would be his 5th year serving as Fire Chief, if approved by the Council.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving the appointment of Phil Monahan as Fire Chief. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Administrator Johnson stated the following Resolution would approve an agreement with C. H. Guernsey & Company to undertake a Feasibility Study of the replacement of the existing power plant. The fee is a not to exceed cost of \$28,500.

Bernie Cervera, representing C. H. Guernsey & Company, presented information on the proposed feasibility study. His firm will conduct an analysis to determine if new generation resources are economically feasible for Wayne. The addition will also include, but not be limited to the following:

- Review of potential sites for the new generation plant taking into consideration access to high pressure (90 psi) natural gas as well as access to the 115 kV transmission system.
- Review of existing resource costs, remaining useful life, contractual considerations, etc.
- Analysis of varying sizes and types of generation resources.
- Analysis of potential joint ownership of new generation resources with NeNPPD versus sole ownership by the City.

- Coordination of dispatch analysis and other feasibility analysis with Big Rivers Electric Corporation.
- Estimation of the potential revenue to the City of placing the City's 69 kV network into the SPP as well as adding the new units as SPP network resources.
- Provide a report summarizing the findings for a forecast period showing the costs, benefits and feasibility of the potential project.

He noted that there are two reasons to have a power plant: 1) reliability and 2) to cap your energy rate.

This study should be completed in approximately two months.

In addition, they asked Council to approve a "Request for Proposal" to purchase municipal electric generation nameplate capacity, which is similar to what the City now has with Nebraska Public Power District. This could be used to offset improvements or replacements that the plant might want to consider in the future.

Councilmember Eischeid introduced Resolution No. 2016-39 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2016-39

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING CONSULTING SERVICES AGREEMENT WITH C. H. GUERNSEY & COMPANY FOR A GENERATION RESOURCE FEASIBILITY ANALYSIS.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Mr. Cevera stated it is suspected that Nebraska Public Power District may want to terminate the capacity purchase agreement it has with Wayne since Wayne has decided to go to a different supplier, that being Big Rivers. The thought is to see what the value is in the market place of the existing power buyer. They will send out an RFP to see what market participants, if any, are interested in the capacity of the existing plant and what would they pay for it. That is what this will accomplish. If you don't ask, you won't know. If you are faced with a situation where you think your contract may be terminated, it might be wise to look for a replacement to

see what that replacement value is. This is a separate item from the proposal to do a feasibility analysis.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving the “Request for Proposal to Purchase Municipal Electric Generation Nameplate Capacity.” Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Sandy Brown, representing the Wayne Green Team, was present to ask for Council consideration to build an additional concrete wall/bunker at the Transfer Station for glass recycling. Arrangements have been made with Ripple Glass, a Kansas City glass manufacturer, to pick up the recycled glass from the transfer station at no cost to the City or to Gill Hauling. The estimated cost for building this concrete wall/bunker will be less than \$1,500.

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, to approve the building of an additional concrete wall/bunker at the Transfer Station for glass recycling. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, to adjourn as Mayor and City Council and reconvene as the Board of Equalization. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

The Council President declared that in accordance with published notice, it was now time to conduct the public hearing relative to levying special assessments in Sanitary Sewer Extension District No. 2015-01 and Water Extension District No. 2015-01 (Southview Addition/Grainland Road) and declared the public hearing open.

The Council President then asked if there were any persons present who wished to be heard concerning the proposed assessments in said Districts. There were none.

City Clerk McGuire had not received any written objections to amending the assessment schedule.

There being no other persons wishing to be heard concerning the levying of special assessments within Sanitary Sewer Extension District No. 2015-01 and Water Extension District No. 2015-01 (Southview Addition/Grainland Road), the Council President declared the hearing closed.

Councilmember Giese introduced Resolution 2016-40 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2016-40

A RESOLUTION AMENDING SCHEDULE OF ASSESSMENTS IN SANITARY SEWER EXTENSION DISTRICT NO. 2015-01 (SOUTHVIEW ADDITION/GRAINLAND ROAD).

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Giese introduced Resolution 2016-41 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2016-41

A RESOLUTION AMENDING SCHEDULE OF ASSESSMENTS IN WATER EXTENSION DISTRICT NO. 2015-01 (SOUTHVIEW ADDITION/GRAINLAND ROAD).

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, to adjourn as the Board of Equalization and reconvene as Mayor and City Council. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Giese introduced Ordinance No. 2016-7, and moved for approval of the second reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2016-7

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The third and final reading will take place at the next meeting.

Attorney Miller stated the following language (c) has been added to Ordinance 2016-8 regarding Sec. 14-52 Barking & Offensive.

(a) The penalty for violating Subsections (a) and (b) above shall be \$25.00 for the first offense, \$100 for the second offense, and \$200 for the third or subsequent offense, and may be paid by waiver.

Council President Brodersen had concerns regarding the fine amounts, as did Councilmember Sievers. Discussion took place over whether or not the offense should be dropped from the owner's record after a period of 24 months.

Councilmember Eischeid introduced Ordinance 2016-8, and moved for approval of the second reading thereof, as amended; Councilmember Giese seconded

ORDINANCE NO. 2016-8

AN ORDINANCE AMENDING CHAPTER 14 ANIMALS, ARTICLE II DOGS, SECTION 14-52 BARKING AND OFFENSIVE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Council President Brodersen who voted Nay, the Council President declared the motion carried. The third and final reading will take place at the next meeting.

The following Ordinance would amend Sec. 14-49 Dogs Running at Large to include the same penalty as was added to Sec. 14-52 above.

Councilmember Sievers wanted to include a 24-month period, after which the offense would come off the owner's record.

Councilmember Giese introduced Ordinance 2016-9, and moved for approval thereof, as is; Councilmember Eischeid seconded.

ORDINANCE NO. 2016-9

AN ORDINANCE AMENDING CHAPTER 14 ANIMALS, ARTICLE II DOGS, SECTION 14-49 RUNNING AT LARGE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers and Council President Brodersen who voted Nay, the Council President declared the motion carried. The second reading will take place at the next meeting.

Administrator Johnson stated the following Ordinance would amend Sec. 82-169 as follows:

82-169 HOOKUP FEE.

- (a) The hookup fee for a residential user with the city water system and sewer system when service is not within a duly constituted water extension district, **or water system dedicated to the City of Wayne** shall be set by the council from time to time for each system, and each fee shall be paid in full before such connection is permitted.
- (b) The hookup fee for nonresidential users when the user to be served is not within a duly constituted water extension district, **or water system dedicated to the City of Wayne** shall be a fee set from time to time by the council for each system, and each fee shall be paid in full before such connection is permitted.

Councilmember Eischeid introduced Ordinance 2016-10, and moved for approval thereof; Councilmember Greve seconded

ORDINANCE NO. 2016-10

AN ORDINANCE AMENDING CHAPTER 82 UTILITIES, ARTICLE IV WATER SYSTEM, SECTION 82-169 HOOKUP FEE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The second reading will take place at the next meeting.

The following Ordinance would release the east 7' side yard utility easement on Lot 12 and the west 7' side yard utility easement on Lot 11, Southview Addition. Nick Muir has made this request. He is purchasing both of these lots and would like to build a house over the easements.

Councilmember Sievers introduced Ordinance No. 2016-11, and moved for approval thereof; Councilmember Giese seconded.

ORDINANCE NO. 2016-11

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE SIDE YARD UTILITY EASEMENTS CONSISTING OF THE EAST 7 FEET OF THE SIDE-YARD UTILITY EASEMENT IN LOT 12 AND THE WEST 7 FEET OF THE SIDE-YARD UTILITY EASEMENT IN LOT 11, SOUTHVIEW ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who abstained, the Council President declared the motion carried.

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

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, to move for final approval of Ordinance No. 2016-11. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who abstained, the Council President declared the motion carried.

Marlen Chinn, Police Chief, and Jason Mrsny, Wayne State College Campus Security Manager, reviewed the Interlocal Agreement to Share Law Enforcement Services between the City and Wayne State College. There were no major changes from the last agreement.

Councilmember Sievers introduced Resolution No. 2016-42 and moved for its approval;
Councilmember Haase seconded.

RESOLUTION NO. 2016-42

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

Council President Brodersen stated the motion, and the result of roll call being all Yeas,
the Council President declared the motion carried.

The following Resolution would approve an agreement with McLaury Engineering to design the Nebraska Street – 3rd Street to 7th Street Water Main Project for an estimated fee of \$23,500.

Councilmember Greve introduced Resolution No. 2016-43 and moved for its approval;
Councilmember Muir seconded.

RESOLUTION NO. 2016-43

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING A SHORT FORM OF AGREEMENT BETWEEN THE CITY OF WAYNE AND MCLAURY ENGINEERING, INC., FOR DESIGN ENGINEERING SERVICES – NEBRASKA STREET – 3RD STREET TO 7TH STREET WATER MAIN PROJECT.

Council President Brodersen stated the motion, and the result of roll call being all Yeas,
the Council President declared the motion carried.

The following Resolution would amend the Personnel Manual, Section 14.100 Benefits to add the following:

COBRA:

If an employee or family member elects to go on COBRA under the City's group health insurance plan, the plan benefits will be the same as those of the original policy, not those benefits which the City provides by self-funding the policy.

Councilmember Sievers introduced Resolution No. 2016-44 and moved for its approval;
Councilmember Greve seconded.

RESOLUTION NO. 2016-44

A RESOLUTION AMENDING SECTION 14.100 EMPLOYEE BENEFITS OF THE CITY OF WAYNE PERSONNEL MANUAL.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Advanced Consulting Engineering Services presented Change Order No. 1 for the “Logan Valley Drive Water & Sewer Extension Project” for a decrease in the amount of \$1,190.68 to Penro Construction, Co., Inc. This represents additions and/or subtractions to bring the final quantities in alignment with the estimated quantities for the project.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, approving Change Order No. 1 for a decrease of \$1,190.68 to Penro Construction, Co., Inc., for the “Logan Valley Drive Water & Sewer Extension Project.” Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Advanced Consulting Engineering Services presented Application for Payment No. 2 (Final) for the “Logan Valley Drive Water & Sewer Extension Project” for \$8,752.45 to Penro Construction, Co., Inc. They have found the work to date completed in accordance with the plans and specifications, and recommend approval of the same.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, approving Application for Payment No. 2 (Final) for \$8,752.45 to Penro Construction, Co., Inc., for the “Logan Valley Drive Water & Sewer Extension Project.” Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Administrator Johnson stated that last fall he requested additional engineering construction oversight services from JEO Consulting Group on the Aquatic Center Project. He wanted to assure that the temperatures of the rebar, the forms, and the concrete during the winter

were correct, and he asked for a cap of \$7,500 on the engineering costs. These are part of the costs that will be recovered through liquidated damages.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the "Amendment to Agreement" with JEO Consulting Group for additional engineering fees of \$7,500 on the "Wayne Aquatic Center Project." Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, approving the revisions regarding the Municipal Code Update made to Chapter VII – Traffic Code. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

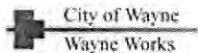
Administrator Johnson stated that Jack and Bev Beeson have offered to purchase the 8 acres of City owned railroad right-of-way property for \$2,000 and without payment of the \$1,250 in past due 2015 cash rent.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers rejecting the offer from Jack and Bev Beeson to purchase 8 acres of City owned railroad right-of way property for \$2,000, requiring payment of \$1,250 in past due 2015 cash rent, and directing city staff to have the land appraised to find the fair market value of said property. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who voted Nay, the Council President declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the meeting adjourned at 7:25 p.m.

CLAIMS LISTING

JUNE 7, 2016



ADVANCED CONSULTING	KARDELL PLAT	709.50
FIREMAN	FIRE SCHOOL REIMBURSEMENT	172.69
AMAZON.COM, LLC	DVD'S/OFFICE SUPPLIES	495.48
AMERICAN PUBLIC POWER ASSOCIATION	SEMI ANNUAL DUES	1,399.25
AMERICAN RED CROSS	PAYROLL DEDUCTION	10.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,348.40
ANDREW HURNER	TREE INCENTIVE	50.00
APPEARA	LINEN AND MAT SERVICE	170.80
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BACKFLOW APPARATUS	BACKFLOW PREVENTER	1,300.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	45.85
BLACK HILLS UTILITY HOLDINGS, INC	GAS BILLS	419.91
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUM	34,676.53
BOARDERS INN & SUITES	FIRE SCHOOL LODGING	1,526.00
BOMGAARS	WATER-FIRE APPRECIATION DINNER	43.08
FIREMAN	FIRE SCHOOL REIMBURSEMENT	210.00
CITY EMPLOYEE	VISION REIMBURSEMENT	315.93
AMERICAN BROADBAND	FIBER LINE LEASE	990.00
BSN SPORTS, INC	BREAKER PLATFORM/WHISTLES	12,015.00
C. H. GUERNSEY & COMPANY	POWER AND TRANSMISSION SERVICES	6,813.36
CENTURYLINK	TELEPHONE CHARGES	414.15
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	100.00
CITY OF WAYNE	CAC REFUND	75.00
CITY OF WAYNE	FIRE HALL DEPOSIT REFUND	150.00
CITY OF WAYNE	PAYROLL	85,211.39
CITY OF WAYNE	SWIM LESSONS REFUND	110.00
CITY OF WAYNE	TENNIS REFUND	300.00
CITY OF WAYNE	UTILITY REFUNDS	3,908.59
FIREMAN	FIRE SCHOOL REIMBURSEMENT	203.03
FIREMAN	FIRE SCHOOL REIMBURSEMENT	202.71
COMMUNITY HEALTH	PAYROLL DEDUCTION	4.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT-REISSUE	3.99
DANKO EMERGENCY EQUIPMENT	GLOVES	224.00
DCL AMERICA INC.	COMMUNICATIONS CABLE	300.00
DE LAGE LANDEN FINANCIAL	COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	127.28
DGR & ASSOCIATES CO	WEST/EAST INNER CONVERSION	3,673.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	151.98
FIREMAN	FIRE SCHOOL REIMBURSEMENT	182.21
EAKES OFFICE PLUS	COPY CHARGES	1,035.79
CITY EMPLOYEE	HEALTH REIMBURSEMENT	45.09
ED. M FELD EQUIPMENT CO INC	FIRE HERO EXTREME BOOT	340.00
ELECTRICAL ENGINEERING & EQUIPMENT	3 PHASE METER	2,270.51
FIRST CONCORD GROUP LLC	FLEX	2,972.98
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	175.54
GALE GROUP	BOOKS	123.45
GAMBLE, BRIAN	ENERGY INCENTIVE	500.00
GERHOLD CONCRETE CO INC.	CONCRETE/GRID MARKERS	2,338.84
GROSSENBURG IMPLEMENT INC	FILTERS/V BELTS	194.84

H.K. SCHOLZ COMPANY	INSTALL/TESTING SEL RELAYS	8,360.77
HD SUPPLY WATERWORKS, LTD	INPERL WATER METERS	4,059.48
HOMETOWN LEASING	COPIER LEASES	425.86
HOTEL GRAND CONFERENCE CENTER	LODGING-B KESTING	89.00
ICMA RETIREMENT	PAYROLL RETIREMENT	7,034.32
IRS	PAYROLL TAXES	28,550.45
JEO CONSULTING GROUP	AQUATIC CENTER/GENERAL ENGINEERING	1,917.50
FIREMAN	FIRE SCHOOL REIMBURSEMENT	200.80
CITY EMPLOYEE	HEALTH REIMBURSEMENT	281.34
KELLY SUPPLY COMPANY	ROTARY SEAL	36.68
FIREMAN	FIRE SCHOOL REIMBURSEMENT	184.44
KRIZ-DAVIS COMPANY	LIGHT BULBS	2,073.68
CITY EMPLOYEE	PAYROLL CHECK REISSUE	8.41
MIDSTATES ERECTORS	SEAL ON COOLING TOWER PUMP	1,418.90
FIREMAN	FIRE SCHOOL REIMBURSEMENT	449.44
N.E. NEB ECONOMIC DEV DIST	WRLF SERVICES	315.00
FIREMAN	FIRE SCHOOL REIMBURSEMENT	191.58
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,735.98
NCMA-CITY OF NORFOLK	REGISTRATION-S SHADDEN	200.00
NE DEPT OF REVENUE	PAYROLL TAXES	3,773.86
NE PUBLIC HEALTH	FLUORIDE/COLIFORM TESTING	251.00
FIREMAN	FIRE SCHOOL REIMBURSEMENT	210.08
NORTHEAST NE PUBLIC POWER	ELECTRICITY/WHEELING CHARGES	17,475.60
NOVA HEALTH EQUIPMENT CO	REPLACE CABLES ON MACHINES	462.52
NWOD	MEMBERSHIP DUES-S LISTON	15.00
OLIVER PACKAGING	SENIOR CENTER MEAL TRAYS	268.02
OLSSON ASSOCIATES	AIRPORT PUMP STATION/RICE	16,369.94
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	120.84
CITY EMPLOYEE	HEALTH REIMBURSEMENT	60.98
PENRO CONSTRUCTION CO, INC.	LOGAN VALLEY DRIVE WATER/SEWER EXT	8,752.45
RECREATION SUPPLY CO, INC.	STANCHION/SLIDING COLLAR	2,453.87
CITY EMPLOYEE	HEALTH REIMBURSEMENT	636.04
FIREMAN	FIRE SCHOOL REIMBURSEMENT	196.15
STADIUM SPORTING GOODS	SHIRTS/EMBROIDERY	284.00
STAPLES	OFFICE SUPPLIES	304.88
STATE NEBRASKA BANK	PETTY CASH	203.90
TAMARA WORNER	REC NATURE CAMP SUPPLIES	210.07
FIREMAN	FIRE SCHOOL REIMBURSEMENT	183.42
TYLER TECHNOLOGIES	SPECIAL ASSESSMENTS/UTILITY BILL ONLINE	2,581.36
ULINE	SHIP TAGS	83.04
UNITED WAY	PAYROLL DEDUCTION	5.00
VAN DIEST SUPPLY	ROUND UP	416.00
VERIZON WIRELESS SERVICES LLC	CELL PHONES	99.76
VERMEER EQUIPMENT OF NEBRASKA	FILTER	34.75
VIAERO	CELL PHONES	246.89
WATER ENVIRONMENT FEDERATION	MEMBERSHIP DUES-J BRADY	141.00
WAYNE FIREWORKS COMMITTEE	DONATION	2,000.00
WESCO DISTRIBUTION INC	CONNECTORS/MARKING PAINT	918.06
WISNER WEST	FD GASOLINE	178.97

DELETE FROM PREVIOUS CLAIMS

UNCASHED CHECKS FROM LAST YEAR REISSUED \$588.90

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action. Please return this form and any additional information to the City Clerk's office at 306 Pearl Street.

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

Name: American Broadband

Address: 303 Logan Street
Wayne, NE 68787

Telephone No.: 402-369-1989 - Cory Sandoz Cell

Date of Request: 6/7/16

Description of Requested Topic: Update Council & Community on
past, present, & future offerings, improvements, & Challenges



Wayne City Council Update

June 7, 2016

Network Updates

- American Broadband has invested over \$400,000 since 2013 to build out our fiber and internet infrastructure and transition our cable television to an all-digital platform.
- We have expanded our Core Fiber Transport ring into downtown Wayne. This provides full redundancy for business direct fiber customers leveraging a state of the art optical network.
- We have invested over \$750,000 in upgrading the core internet routing on our network to provide state of the art access to the internet. The core routing network has been built with growth to last into the next decade so we have the core backbone to support when Gig to the home becomes the standard.
- In the past year, we have launched DOCSIS 3 for our Internet product. DOCSIS 3 helps bond channels together to get higher speeds. This has allowed us to leverage our bandwidth to continue to grow our offerings for faster and faster speeds. Our plan is to roll out speeds up to 50Mbps in the very near future.
- In order to continue to offer Quality and Reliable internet services to our customers, American Broadband continues to make the homes passed in our service areas (nodes) smaller by investing in new equipment and deploying fiber deeper into the neighborhoods.
- We have deployed approximately 8 Miles of Fiber since 2013 in the city of Wayne to provide services ranging from basic phone service via fiber, to Direct Internet Access, to Cell Towers, to IP PBX Phone Systems. We are also leveraging our partnerships with other providers and our State Network to offer and provide interconnects to allow for businesses and government agencies to be "linked" together.
- We have renegotiated our edge internet provider contracts to provide more affordable broadband speeds for our users. This has also allowed us to turn up 30 Gbps of edge connectivity which allows for tremendous growth potential as speeds to the end user become faster and faster.
- We have invested in fiber routes into downtown Omaha that can provide business in Wayne direct access to first class Data center facilities in a major metropolitan area.
- As part of our fiber investment into Omaha we have also been able to connect to a peering exchange in Omaha that allows our internet customers a more direct route to content providers like Google, Netflix and Microsoft. This greatly enhances the overall user experience with faster load times and less buffering.

Commitment to the Community

- We have donated extensively to Wayne Community Schools and City organizations. We have families that live, work, shop, attend Wayne Community Schools, and are a part of the Community. After the Tornado struck the community of Wayne, American Broadband worked closely with City Government to set up a call center and provide additional Bandwidth at the Emergency/Disaster response operations center.
- Through our Cable Television Franchise Agreement, American Broadband pays the City of Wayne/Wayne County approximately \$40k in cable television franchise fees annually.
- We Attach to 491 Poles in the City of Wayne at a rental fee of \$10 per pole

Future Projects

- American Broadband is currently working on an All-digital cable television platform to feed Wayne and surrounding communities. This will greatly improve picture and sound quality for services under Channel 100. This will allow for the use of next generation Set Top Boxes, future services and improvements. We are committed to overall customer experience and satisfaction.
- We continue to work on faster, more reliable Internet services to our customers by leveraging our HFC (Hybrid Fiber / Coaxial) Plant and our access to the internet via our network.
- American Broadband is currently researching and working with vendors on what is the best avenue of approach for "Over the Top" (OTT) services. No one has a one-size fits all solution at this point for small operators, but there is light on the horizon and American Broadband will be looking at those options.

Challenges

- American Broadband continues to fight on behalf of their customers to minimize rate increases on cable television, especially through our membership in the National Cable Television Cooperative (NCTC). Programmers continue to ask for large rate increases to include long term contract agreements. AMC is a recent example of this. They demanded a large annual increase per subscriber with a 10 year agreement. Without the help of NCTC, the costs to both ABB and our customers would have been significant.
- Wireless services to customers around Wayne continue to be a challenge due to the nature of the service and the many contributing factors to the quality and reliability of the service. American Broadband continues to invest in the service to provide the best service possible.

Lowell Johnson - Little Free Library

From: Kim Dunklau <dunklau.k@gmail.com>
To: Lowell Johnson <cityadmin@cityofwayne.org>
Date: 4/24/2016 9:00 AM
Subject: Little Free Library
Attachments: IMG_6857.JPG; IMG_1308.JPG

Sorry Lowell I forgot to get this sent to you.

Little Free Library is a nonprofit organization that supports the worldwide movement to offer free books housed in small containers to local communities. The organization is based in Hudson, Wisconsin and was founded in 2009 by Todd Boi. He mounted a wooden container designed to look like a schoolhouse to a post in his yard as a tribute to his mother, who was a book lover and schoolteacher. After word spread and the library was a great success he began the company Little Free Library.

Members of Our Savior have built two libraries so far and are hoping to build several more and place them through out the community of Wayne. The theme; Take a book- return a book encourages everyone to help himself or herself to a book. Take the book home, read it and share it with others. They are encouraged to return the book, or return another book in its place, offering Wayne residents an opportunity to exchange books or if citizens need to just have a book.

Our Savior is hopeful that we can get community service organizations, such as Lions, Kiwanis, Optimists, Boy and Girl scouts, 4-H clubs, etc. to join in with the success of these libraries. We need people to donate books, purchase new books, monitor the usage and keep the libraries filled with books. It is our hope as well that we can encourage more literacy through out this community. The libraries will contain books for all ages from young to old. Please check out littlefreelibrary.org for more information on improving literacy in your neighborhood.

Our First little free library will be mounted at the Northeast corner of the Front porch with a bench by it as well. This library was made from recycled materials, including a stained glass window from the Old Redeemer building. We have spoken with the city and school librarians, as well as the Friends of the Library and have their support in putting these little free libraries in our community. Our second library is built and ready to put put up. A photo of the second library is included in this e-mail.

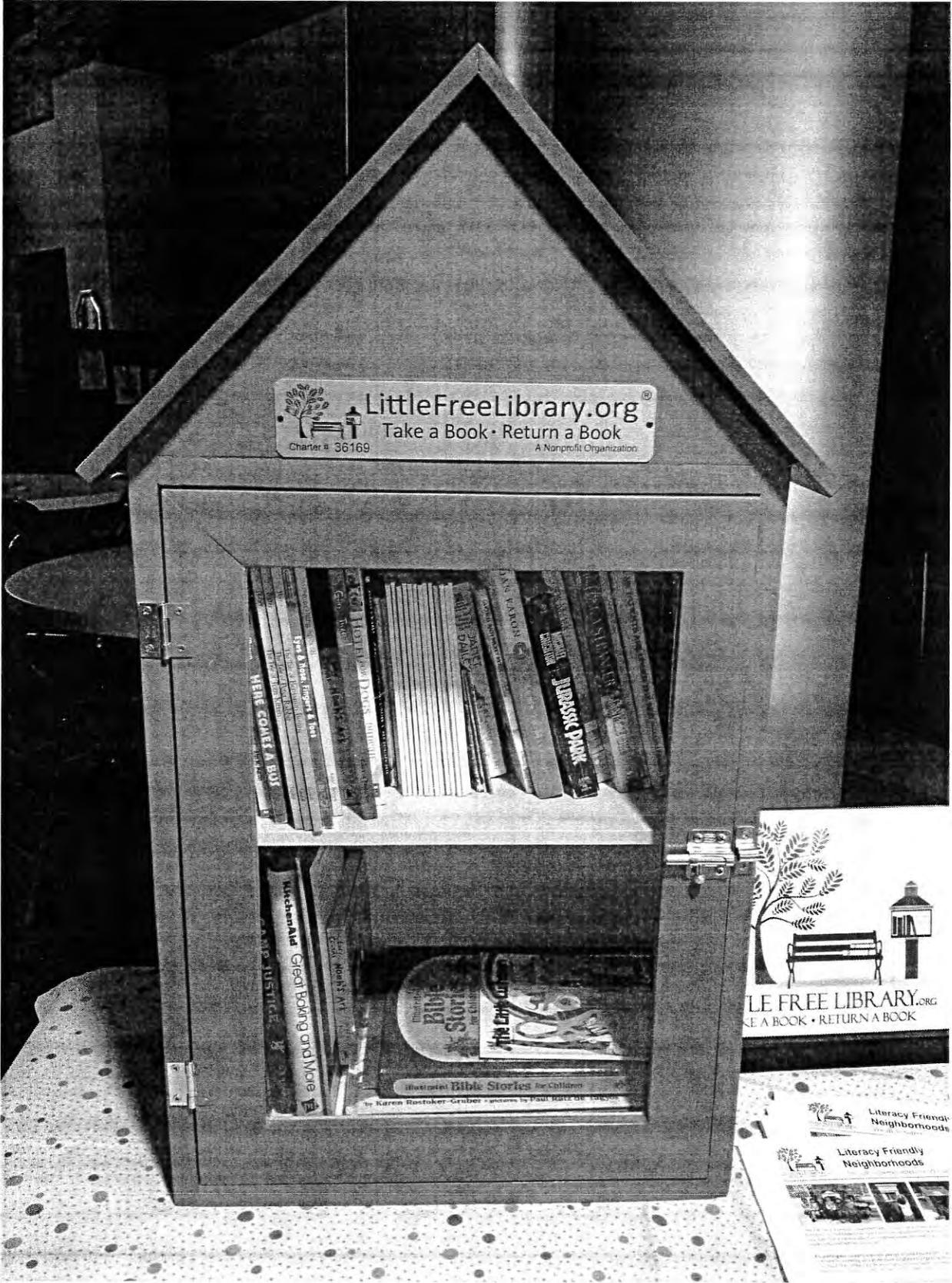
It is our hope to put the second library in or close to one of 3 parks in Wayne--Westridge, Bressler and the East Park. We are looking for others to be built this summer, so that we could put a library in or close to each of these parks. Eventually if the libraries take off, we would like to have one close to each park.

We are asking the city council to consider letting us place these little free libraries in each of the parks. We would like to place them by an existing bench, but would work with the city and care takers to find the best location and one most convenient for everyone involved. If the libraries can not be put on city property, we will work to find private property that is close to these locations.

Thank you for your consideration to help us get these little free libraries established in our community. If you would like any more information please contact Kim Dunklau at 402-369-1696.

Little Free Library Committee

Kathy Mohlfeld, Kim Dunklau, Teri Koenig, Jessie Piper, Matt Wachter, Carol McGure, Ray Novak and Dave Olson

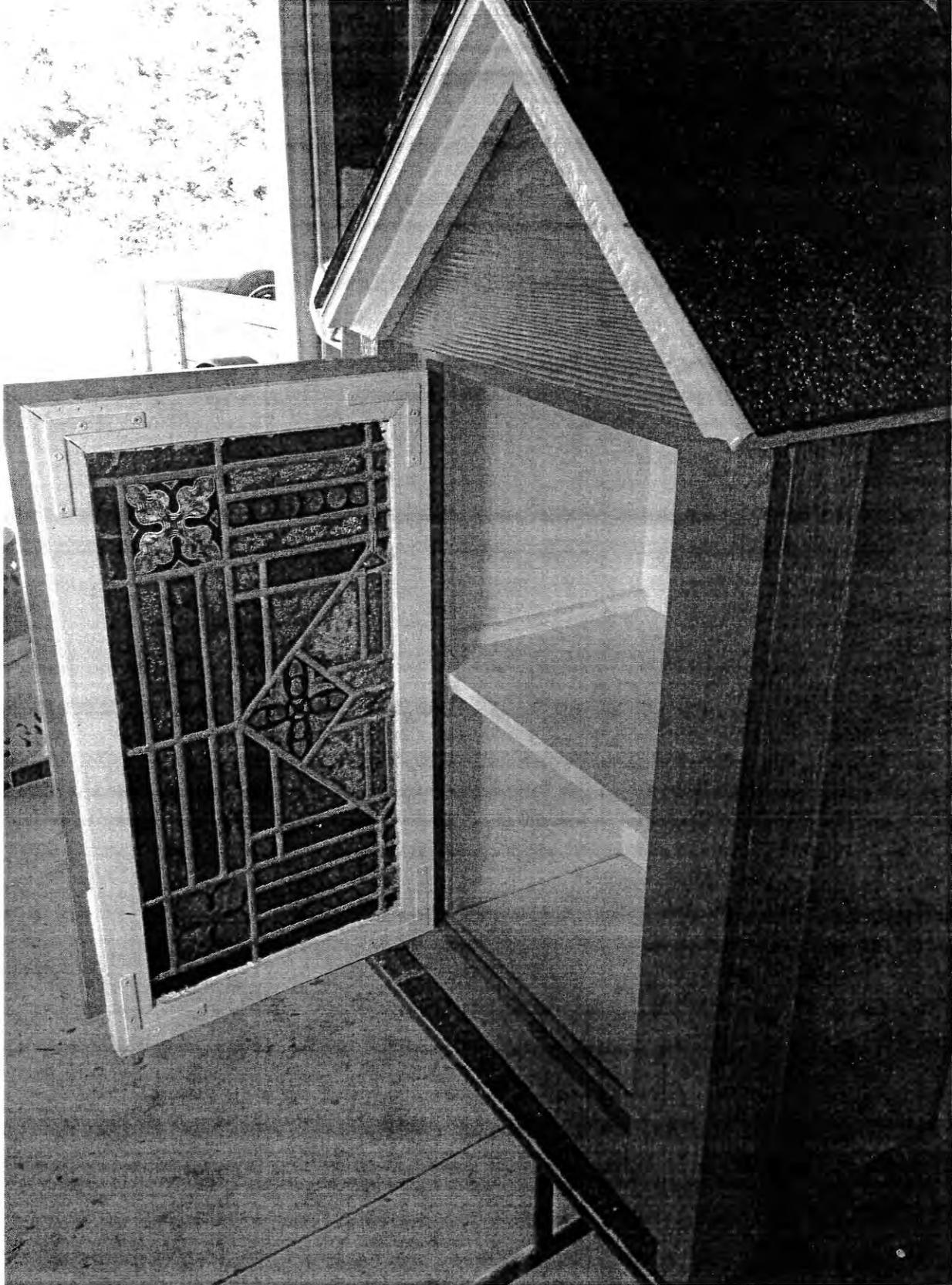


 LittleFreeLibrary.org®
Take a Book • Return a Book
A Nonprofit Organization
Charter # 36169

Books visible on shelves include: 'HERE COME A BOY', 'The Bible Stories for Children', 'Jurassic Park', 'Great Baking and More', and 'The Crayon Box'.


LITTLE FREE LIBRARY.ORG
TAKE A BOOK • RETURN A BOOK

Literacy Friendly Neighborhoods

[Back to Top](#)

ORDINANCE NO. 2016-7

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

A tract of land located in the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 7, T26N, R4E and the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 8, T26N, R4E, all of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence N 02°25'38" W on an assumed bearing on the East line of said Northeast 1/4, 33.00 feet to the Point of Beginning; thence N 87°45'15" E and parallel to the South line of the Southwest 1/4 of the Northwest 1/4 of Section 8, T26N, R4E of the 6th P.M., Wayne County, Nebraska, 33.00 feet to a point on the East Right-of-Way line of Centennial Road, thence N 02°25'38" W on said East Right-of-Way line, 280.10 feet; thence S 87°34'37" W, 1068.02 feet to the Northeast corner of a tract of land surveyed by Terry L. Schulz, R.L.S. #550, dated November 9, 2001; thence S 02°13'10" E on the East line of said surveyed tract, 280.00 feet to the Southeast corner of said surveyed tract, said point being on the North Right-of-Way line of East 14 Street; thence N 87°34'37" E on said North Right-of-Way line, 1036.04 feet to the Point of Beginning, containing 6.87 acres, more or less,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 3. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 7th day of June, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2016-8

AN ORDINANCE AMENDING CHAPTER 14 ANIMALS, ARTICLE II DOGS, SECTION 14-52 BARKING AND OFFENSIVE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 14, Article II, Section 14-52 of the Wayne Municipal Code is hereby amended to read as follows:

14-52 BARKING AND OFFENSIVE.

- (a) It shall be unlawful for any person to own, keep or harbor any dog, which by loud, continued or frequent barking, howling or yelping, shall annoy or disturb any neighborhood or person, or which habitually barks at or chases pedestrians, drivers or owners of horses or vehicles while they are on any public sidewalks, streets or alleys in the city. The provisions of this section shall not be construed to apply to the designated animal shelter.
- (b) The phrase "annoy or disturb the neighborhood" shall include, but not be limited to, the creation of any noise constituting a nuisance by any animal which can be heard by any person, including a law enforcement officer, from a location outside of the building or premises where the animal is being kept and which animal noise occurs repeatedly over at least a ~~ten~~ **three**-minute period of time with one minute or less lapse or time between each animal noise during the ~~ten~~ **three**-minute period.
- (c) **The penalty for violating Subsections (a) and (b) above shall be \$25.00 for the first offense, \$100 for the second offense, and \$200 for the third or subsequent offense, and may be paid by waiver.**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

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

PASSED AND APPROVED this 7th day of June, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2016-9

AN ORDINANCE AMENDING CHAPTER 14 ANIMALS, ARTICLE II DOGS, SECTION 14-49 RUNNING AT LARGE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 14, Article II, Section 14-49 of the Wayne Municipal Code is hereby amended to read as follows:

14-49 RUNNING AT LARGE.

- (a) An animal shall be deemed to be at large when it is off the property of his/her owner and not under the control or restraint of a competent person. For purposes of this section, restraint shall mean controlled by leash, "at heel" beside a competent person and obedient to that person's commands, on or within a vehicle being driven or parked on the streets, or within the property limits of its owner or keeper.
- (b) The penalty for violating Subsection (a) above shall be \$25.00 for the first offense, \$100 for the second offense, and \$200 for the third or subsequent offense, and may be paid by waiver.**

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

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

PASSED AND APPROVED this ____ day of June, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2016-10

AN ORDINANCE AMENDING CHAPTER 82 UTILITIES, ARTICLE IV WATER SYSTEM, SECTION 82-169 HOOKUP FEE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 82, Article IV, Section 82-169 of the Wayne Municipal Code is hereby amended to read as follows:

82-169 HOOKUP FEE.

- (a) The hookup fee for a residential user with the city water system and sewer system when service is not within a duly constituted water extension district, **or water system dedicated to the City of Wayne** shall be set by the council from time to time for each system, and each fee shall be paid in full before such connection is permitted.
- (b) The hookup fee for nonresidential users when the user to be served is not within a duly constituted water extension district, **or water system dedicated to the City of Wayne** shall be a fee set from time to time by the council for each system, and each fee shall be paid in full before such connection is permitted.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

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

PASSED AND APPROVED this _____ day of June, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

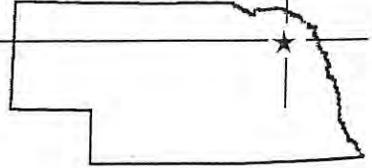
City Clerk

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Wendy Ping - The Under Cut

Address: 223 1/2 Main Shelly Harder
Joel Ankeny - Harder ÷ Ankeny

Telephone No.: 402-375-1955

Date of Request: June 2 2016

Description of Requested Topic: 3 one hour parking signs on
3rd Street in front of UnderCut ÷ Harder
÷ Ankeny.



ORDINANCE NO. 2016-12

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 15 MINUTES, 30 MINUTES AND ONE HOUR; LOCATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-134 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

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

- (a) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than one hour upon the following locations:
1. The west side of Pearl Street from 140 feet 8 inches south of the centerline of Third Street to 200 feet 8 inches south of the centerline of Third Street.
 2. The north side of East 2nd Street from 130 feet west of the centerline of Logan Street to 173 feet west of the centerline of Logan Street.
 3. **The south side of East 3rd Street from _____ east of the centerline of Main Street to _____ feet east of the centerline of Main Street.**
- (b) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than 15 minutes upon the following locations:
1. The west side of Pearl Street from 40 feet north of the centerline of West 3rd Street to 129 feet north of the centerline of West 3rd Street.
- (c) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

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

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

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

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

May 26, 2016

Mr. Lowell Johnson
City Administrator
City of Wayne
306 Pearl Street
Wayne, NE 68787



RE: Community Activity Center Parking Lot Bid Award

Mr. Johnson,

Bids for the Community Activity Center Parking Lot Project were opened on Thursday May 26th at 2:00 PM. One bid was received, Progressive Property Inspections, LLC.

The engineers estimated cost of construction is \$217,704.00

Bids as read at the bid opening:

Progressive Property Inspections, LLC	\$ 201,804.19
---------------------------------------	---------------

Progressive Property Inspections was present for the mandatory prebid meeting, their bid acknowledged Addendum #1, and included a 5% Bid Bond. I have attached a bid tabulation prepared by McLaury Engineering to verify the multiplication of the extended bid prices and total bid price.

No irregularities are noted in the bid documents. I recommend award of the contract to Progressive Property Inspections.

I am available to discuss the bid if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'S. D. Rames', is written over a horizontal line.

Steven D. Rames, PE
McLaury Engineering Inc.

Attachments:
Bid Tab

BID TAB									
CITY OF WAYNE									
Community Activity Center Parking Lot Project, 2016									
BID ITEM NUMBER	ITEM	QUANTITY	UNIT	Engineer's Estimate		Progressive Property Inspect.		Bidder 2	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
GROUP A - GRADING ITEMS									
1	MOBILIZATION		LUMP SUM	\$2,500.00	\$2,500.00				
2	GENERAL CLEARING AND GRUBBING	1	LUMP SUM	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
3	EXCAVATION (ESTABLISHED QUANTITY)	2384	CU YD	\$9.50	\$22,648.00	\$6.00	\$14,304.00		
4	REMOVE PAVEMENT	49	SQ YD	\$8.00	\$392.00	\$8.00	\$392.00		
5	REMOVE FLARED-END SECTION	3	EACH	\$226.00	\$678.00	\$130.00	\$390.00		
6	REMOVE CULVERT PIPE	22	LF	\$4.00	\$88.00	\$6.00	\$132.00		
GROUP B - PAVING ITEMS									
1	MOBILIZATION	1	LUMP SUM	\$11,000.00	\$11,000.00	\$4,000.00	\$4,000.00		
2	TIE BARS	25	EACH	\$10.00	\$250.00	\$20.00	\$500.00		
3	7" CONCRETE PAVEMENT, CLASS 47B-3500	2339	SQ YD	\$45.00	\$105,255.00	\$47.71	\$111,593.69		
4	SUBGRADE PREPARATION	2559	SQ YD	\$2.00	\$5,118.00	\$1.50	\$3,838.50		
GROUP C - UTILITY ITEMS									
1	MOBILIZATION	1	LUMP SUM	\$5,600.00	\$5,600.00	\$2,000.00	\$2,000.00		
2	CAST IRON COVER AND FRAME	1455	POUND	\$3.10	\$4,510.50	\$3.00	\$4,365.00		
3	CAST IRON CURB INLET GRATE AND FRAME	250	POUND	\$2.00	\$500.00	\$3.00	\$750.00		
4	CURB INLET	2	EACH	\$3,200.00	\$6,400.00	\$2,800.00	\$5,600.00		
5	MANHOLE	3	EACH	\$4,300.00	\$12,900.00	\$2,500.00	\$7,500.00		
6	CONCRETE COLLAR	4	EACH	\$860.00	\$3,440.00	\$1,300.00	\$5,200.00		
7	18" REINFORCED CONCRETE PIPE	58	LF	\$35.00	\$2,030.00	\$52.00	\$3,016.00		
8	36" REINFORCED CONCRETE PIPE	313	LF	\$91.00	\$28,483.00	\$101.00	\$31,613.00		
9	36" CONCRETE FLARED-END SECTION	1	EACH	\$1,700.00	\$1,700.00	\$1,900.00	\$1,900.00		
GROUP D - EROSION CONTROL									
1	MOBILIZATION	1	LUMP SUM	\$500.00	\$500.00	\$1,000.00	\$1,000.00		
2	SEEDING, TYPE C	0.25	ACRE	\$1,610.00	\$402.50	\$2,600.00	\$650.00		
3	CURB INLET PROTECTION	10	LF	\$20.00	\$200.00	\$24.00	\$240.00		
4	FABRIC SILT FENCE-LOW POROSITY	70	LF	\$2.70	\$189.00	\$6.00	\$420.00		
5	HYDROMULCH	0.4	TON	\$2,300.00	\$920.00	\$1,000.00	\$400.00		
				TOTAL:	\$217,704.00	TOTAL:	\$201,804.19	TOTAL:	\$0.00

I hereby certify the foregoing is an accurate representation and the tabulation of all bids received and the mathematics have been checked and is to the best of my knowledge correct.

Steven Rames, PE, Project Manager
McLaury Engineering, Inc.

RESOLUTION NO. 2016-45

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“COMMUNITY ACTIVITY CENTER PARKING LOT PROJECT.”**

WHEREAS, one bid was received on May 26, 2016, on the “Community Activity Center Parking Lot Project;” and

WHEREAS, the bid has been reviewed by the City’s Engineer on the project, McLaury Engineering, Inc.; and

WHEREAS, the McLaury Engineering, Inc., is recommending that the contract be awarded to Progressive Property Inspections, LLC, for \$201,804.19.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Community Activity Center Parking Lot Project,” as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>	<u>Amount</u>
Progressive Property Inspections, LLC Wayne, NE 68787	\$201,804.19

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

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

PASSED AND APPROVED this 7th day of June, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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RESOLUTION NO. 2016-46

A RESOLUTION TO ADOPT EMPLOYMENT AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, and Lowell D. Johnson, City Administrator, have entered into an employment agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. The attached Employment Agreement is approved and adopted.
2. The parties are directed to execute said Employment Agreement.

PASSED AND APPROVED this 7th day of June, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 7th day of June, 2016, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as "City," and Lowell Johnson, hereinafter referred to as "Employee."

WHEREAS, the City desires to employ the services of Lowell Johnson as City Administrator of the City of Wayne, Nebraska, as provided by the Wayne Municipal Code; and

WHEREAS, the Employee desires to obtain employment as the City Administrator of the City under the terms and conditions as hereinafter set forth; and

WHEREAS, it is the desire of the City to provide certain benefits to establish certain conditions of employment, and to set working conditions of the Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION I.
DUTIES**

1.1. The Employee agrees to perform and have the following duties and responsibilities as an integral part of the position of City Administrator as follows:

A. Enforce and observe all laws of the State of Nebraska applicable to city administrators and municipalities, and ordinances of the City, as are required to maintain the public health, safety, and welfare of inhabitants of the City.

B. Attend all meetings of the governing body and recommend necessary and immediate measures.

C. Perform all duties required by the Administrator's office, as directed by the City.

D. Prepare and submit to the governing body all reports required by it and that the Employee may consider advisable and appropriate.

E. Keep the governing body fully advised of the City's financial condition.

F. Keep the governing body of the City advised of the City's future needs, based upon the goals of the City.

G. Prepare and submit to the City an annual budget.

H. Serve as City's purchasing agent.

I. Serve as City's general manager of utilities.

J. Recommend rules and regulations for the governing body and departments of the City that may be necessary for efficient, economic conduct of the business of the City.

K. Keep the City advised and informed of the needs and conditions of all agencies and employees under the Employee's direction and maintain continuous liaison with appropriate community groups, organizations, and individuals.

L. Perform all duties and obligations specified in the City Municipal Code and applicable Nebraska Statutes and perform such other legally permissible and proper duties and functions as the governing body may from time to time assign.

1.2. Employee shall be fully informed on local government and management and utility management, and all new conditions related thereto, and except as otherwise set forth herein devote the Employee's full time to the services, employment, and requirements of the City.

1.3. The job description may be adjusted from time to time by the mutual agreement of the parties hereto, although at all times, such job description shall be consistent with and not contrary to the lawful authority given to city administrators by Statute and by local ordinances.

**SECTION II.
BASE SALARY**

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of ~~\$79,453.92~~ **\$83,426.61**. Said annual base salary shall be payable in installments at the same time as other employees of the City are paid. After the first six months of employment, the governing body shall conduct a performance and salary review, and shall consider adjustments to the base salary of the Employee. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately April of each year, or at such other times as the governing body shall deem necessary or advisable. Adjustments in salary are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

**SECTION III.
BENEFITS**

3.1. The City agrees to provide Employee with professional liability insurance for the actions of the Employee conducted within the scope of his employment with the City in an amount of not less than \$1,000,000.00 if said insurance can be reasonably obtained.

3.2. The City agrees to provide Employee, his spouse, and dependents, hospitalization, surgical, and comprehensive medical insurance, and to pay or contribute to the premiums thereon in a manner equal to and upon the same terms and conditions as provided from time to time for other City employees.

3.3. The City agrees to provide Employee with a term life insurance policy in an amount not less than Employee's annual salary. Employee shall have the right to name the beneficiaries, the right of conversion and continuation, and any face value shall belong to the Employee.

3.4. The City agrees to provide Employee with disability leave on the same basis as is provided to other City employees pursuant to the City personnel manual.

3.5. The City agrees to provide Employee with long-term disability insurance coverage equal to that provided to other City employees.

3.6. The Employee shall be entitled to four weeks paid vacation leave. The Employee may carry over vacation leave up to a maximum of four weeks. At least once per year, the Employee shall take not less than five consecutive days vacation. After being employed by the City for a total of ten years, vacation shall be adjusted proportionately thereafter in compliance with the City's vacation schedule.

3.7. The City shall provide Employee with time off for all Federal, State and local holidays as from time to time established for all City employees by the governing body.

3.8. The City, being a member of the ICMA Retirement Corporation Deferred Compensation Program, will match the Employee's contribution up to 6% of the employee's monthly salary or in an amount not less than that provided to other city employees.

3.9. Within budget considerations, the City will pay for professional dues and subscriptions of the employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. These include such organizations as the International City Managers Association, Nebraska City Managers Association, American Public Works Association, and related subdivisions of these organizations. Conference attendance will be paid by the City, subject to budget consideration and council approval, to the Nebraska conference every year and ICMA conference every other year.

3.10. The City agrees to pay Employee a monthly vehicle allowance in the amount of \$200.00 for the use of personal vehicle for City business, and in addition, to reimburse the Employee at the latest maximum IRS approved rate per mile for all use of his personal vehicle for travel on City business outside of the City. The Employee shall record and supply in support of all reimburses mileage, suitable records sufficient to establish the dates, details, and purposes of such travel. The Employee shall also maintain such other recordkeeping as to the use of his personal vehicle for City business, as shall be necessary in order for the City to prepare such reports or maintain such records as may from time to time be necessary or required for Federal or State income tax reporting purposes.

3.11. The City hereby agrees to budget and to pay travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee, and adequately to pursue necessary official and other functions for the City, and for short courses, institutes, and seminars that are necessary for professional development and for the good of the City when deemed appropriate by the Employee and approved by the City.

3.12. The City recognizes the desirability of representation in and before local, civic, and other organizations, and the Employee is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided that City will pay membership dues for one such club selected by the Employee.

3.13. All provisions of City ordinances, regulations, and personnel rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other employment benefits, as they now exist or hereafter may be amended, shall also apply to the Employee as they would other employees of the City, in addition to other benefits enumerated specifically herein for the benefit of the Employee, except if they are in conflict with the express provisions of this agreement, in which case this agreement shall supersede any conflicting provision.

**SECTION IV.
HOURS OF WORK**

4.1 It is contemplated that the Employee's duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that the Employee will be expected to devote more than a basic forty-hour work week to perform those duties. However, in relation to unusual demands upon the Employee's time, the Employee will be allowed to take a reasonable amount of compensatory time off as he shall deem appropriate, although not to the prejudice of his responsibilities as City Administrator.

**SECTION V.
TERM OF AGREEMENT**

5.1. The term of this agreement shall commence on the 1st day of June, 2016, and shall remain in effect **until July 31, 2017** ~~for a period of one year from the date of execution hereof~~ and may be terminated immediately by either party upon written notice to the other party. This agreement and any termination hereunder shall comply with all applicable Federal, State and local laws, codes and regulations, and rules.

5.2. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, with or without cause, and the parties acknowledge Employee will serve at the will of the City.

5.3. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 6.2 of this agreement.

**SECTION VI.
TERMINATION AND SEVERANCE PAY**

6.1. In the event the Employee is terminated without cause at any time during employment, and in that event the City agrees to provide three months of notice or severance pay, the City will have unreviewable discretion as to whether to provide advance notice or to provide severance pay. The obligation to pay any severance will terminate when employee is successful in obtaining a position of comparable responsibility and compensation. The City shall not have obligation to provide three months of notice or severance pay in the event the employee is terminated with cause. Any of the following will constitute termination with cause:

1. Willful neglect of duty.
2. Immoral conduct effecting the performance of employee duties or conviction of a felony.
3. Gross inefficiency or incompetence in office which employee has failed to correct after a reasonable written notice.
4. Malfeasance in office.

6.2. In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City thirty days written notice in advance. The City shall not be obligated to provide any termination or severance pay upon the Employee's resignation.

**SECTION VII.
EMPLOYEE EVALUATION**

7.1. The governing body and Employee shall establish a mutually acceptable procedure for evaluating the Employee's performance.

**SECTION VIII.
INDEMNIFICATION**

8.1. The City shall defend, hold harmless, and indemnify the Employee against any tort or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Administrator. The City or its insurance carriers may compromise or settle any such claim or suit, and the City shall pay the amount of any settlement or judgment rendered thereon.

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee

[Back to Top](#)**Betty McGuire - Fwd: **Reply needed - Internet access through WSC and Network Nebraska**

From: Lowell Johnson
To: Brian Kesting; Nancy Braden; Betty McGuire; Ken Chamberlain; Jill Br...
Date: 5/16/2016 11:03 AM
Subject: Fwd: **Reply needed - Internet access through WSC and Network Nebraska
Attachments: ParticipantCriteriaMemo_20160314_2.pdf; NetworkNebraska_MoA2016_FINAL.doc

Brian
we'll still be getting a very good deal.

Mayor
we'll add this to the draft agenda for June 7th

Lowell D. Johnson
City Administrator
City of Wayne
office [402-375-1733](tel:402-375-1733)
fax [402-375-1619](tel:402-375-1619)

>>> Brian Kesting 5/13/2016 2:25 PM >>>

Network Nebraska is the entity through which Wayne State College receives their Internet access. Due to some regulatory changes they will now begin charging all participants of the network, which would include us. We have been receiving a very high level of service from Wayne State and Network Nebraska for years now at no cost to us, it is only fair, in my opinion, that we help contribute to maintaining this network. There is a MOU that we do need to sign. **Beginning July 1st we will be charged \$68.94 per month for usage (billed to Wayne State who in turn will pay our cost to the Network Nebraska).**

If you have any questions, let me know.

Brian

>>> "John Dunning" <jodunni1@wsc.edu> 05/13/2016 12:30 PM >>>

Gents,

My memory is that I've spoken briefly with both of you about this change in abstract months ago (and I'm hoping my memory is valid - if not - my apologies). Network Nebraska has been grappling with how to handle "sub-subscribers" like City of Wayne and Northstar Services for the last year. It's never been a challenge with the Wayne sites as we've always been up front with what we're doing, but in some cases, we have reason to believe that institutions have been sharing connections with other entities without disclosing it, nor was there really a structure in which to disclose it. Additionally, we've had some criticism that the way we're doing this harms local internet providers. I've been pretty adamant that in many cases, adequate connectivity options simply aren't present.

The issue finally made it all the way up to the top of the political food chain and we've arrived at a solution that is a compromise. The solution allows organizations who don't fit the regular criteria for Network

Nebraska, but still have an educational component to their mission (which both of your organizations have - Brian - this would be because the public library is part of your network) to connect as a "Participant Hosted Entity" through a full participant (which would be Wayne State in this case). There is a cost, which would be billed to WSC and which we would then need you to reimburse us for. So long as you're using 40Mbps or less, you would pay an amount equal to 25% the fixed fees that we pay. This year, that would mean \$68.94/month for each of you. The bandwidth you actually use will continue to be provided by WSC as part of our mission. Again, this isn't money WSC keeps, we would just pay it on your behalf and then receive it from you.

I realize this is a fairly significant budget impact, but it is comparable with the commercially available options and, unlike those options, it is symmetrical bandwidth, meaning that you can send as much as you receive (particularly important for Northstar).

I've attached two documents for review:

A memo from State CIO Toner regarding the change, and;
The Network Nebraska Memorandum of Understanding that both of your organizations would need to review and sign

These changes will take effect July 1. I'd be happy to talk if either of you have any questions or concerns. If either of your organizations wants to pursue other options, I completely understand and we'll help in transition in any way we can.

Thanks much!

JD

RESOLUTION NO. 2016-47

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF WAYNE AND THE OFFICE OF THE CHIEF INFORMATION OFFICER, STATE OF NEBRASKA, D/B/A NETWORK NEBRASKA – EDUCATION AND NETWORK NEBRASKA –EDUCATION “PARTICIPANT.”

WHEREAS, a Memorandum of Agreement has been presented to the City of Wayne from the Office of the Chief Information Officer (OCIO), State of Nebraska, d/b/a Network Nebraska –Education and Network Nebraska-Education “Participant” for the purpose of outlining the service and responsibilities of the OCIO and the responsibilities and associated fees of the Participant; and

WHEREAS, this agreement will help insure that the proper elements and commitments are in place to provide dependable telecommunications service, support and delivery to the participants of Network Nebraska-Education and to maintain the integrity of the network, for a cost of \$68.94 per month.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, between the City of Wayne and the Office of the Chief Information Officer (OCIO), State of Nebraska, d/b/a Network Nebraska — Education and Network Nebraska — Education “Participant” be approved, and that 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 7th day of June, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Memorandum of Agreement
Signature Page

The purpose of this Agreement is to outline the services and responsibilities of the OCIO and the responsibilities and associated fees of the Participant. This Agreement helps ensure that the proper elements and commitments are in place to provide dependable telecommunications service, support, and delivery to the participants of Network Nebraska-Education and to maintain the integrity of the network.

By signing this Memorandum of Agreement the parties agree to fulfill their respective responsibilities as described herein until at which time the Agreement is cancelled by either the Participant or OCIO.

For the Participant

Billed Entity Name: _____

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Address: _____

City, ST Zip _____

E-mail Address _____

Phone: _____

For the Office of the CIO

Ed Toner
Chief Information Officer
501 S. 14th, P.O. Box 95045
Lincoln, NE 68509-5045
ed.toner@nebraska.gov
402-471-3560

Authorized Signature: _____

Date: _____



**Memorandum of Agreement
Between
The Office of the Chief Information Officer,
State of Nebraska
d.b.a. *Network Nebraska—Education*
And
Network Nebraska—Education “Participant”**

Auto-renewable July 1, through June 30 annually

I. Agreement Overview

- a. This Agreement represents a Memorandum of Agreement (“MoA” or “Agreement”) between the Office of the Chief Information Officer (hereafter referred to as OCIO), State of Nebraska, doing business as *Network Nebraska-Education* and the Network Nebraska-Education Participant (hereafter referred to as “Participant”), as defined within N.R.S. 79-1201.01.

The Network Nebraska-Education Advisory Group (NNAG) is chartered by the Nebraska Information Technology Commission Education Council to provide strategic guidance to the State CIO and to represent participants’ interests regarding the operation of Network Nebraska-Education. Periodically, the NNAG and/or the OCIO may recommend amendments to this Agreement.

- b. This original signed Agreement is automatically renewed each year on January 1, unless cancelled, with advanced written notification, by the Participant or the OCIO as described below in Section IV.

II. Purpose

The purpose of this Agreement is to outline the services and responsibilities of the OCIO and the responsibilities and associated fees of the Participant. This Agreement helps ensure that the proper elements and commitments are in place to provide dependable telecommunications service, support, and delivery to the participants of Network Nebraska-Education and to maintain the integrity of the network.

III. Authority

- a. **N.R.S. 86-520 Chief Information Officer; duties. The Chief Information Officer shall:** (10) Establish and maintain Network Nebraska pursuant to section 86-5,100; (11) Apply in

aggregate for reimbursements from the federal Universal Service Fund pursuant to section 254 of the Telecommunications Act of 1996, 47 U.S.C. 254, as such section existed on January 1, 2006, on behalf of school districts requesting to be included in such aggregated application.

- b. **N.R.S. 86-5,100 Network Nebraska; development and maintenance; access; Chief Information Officer; duties; cost.** The Chief Information Officer, in partnership with the University of Nebraska, shall develop and maintain a statewide, multipurpose, high capacity, scalable telecommunications network to be called Network Nebraska. The network shall consist of contractual arrangements with providers to meet the demand of state agencies, local governments, and educational entities as defined in section 79-1201.01. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education, across the state. The Chief Information Officer shall provide access to each school district, each educational service unit, each community college, each state college, and the University of Nebraska at the earliest feasible date and no later than July 1, 2012. Access may be provided through educational service units or other aggregation points. Participation in Network Nebraska shall not be required for any educational entity. The Chief Information Officer shall aggregate demand for those state agencies and educational entities choosing to participate and shall reduce costs for participants whenever feasible. The Chief Information Officer shall establish a cost structure based on actual costs, including necessary administrative expenses but not including administrative travel or conference expenses, and shall charge participants according to such cost structure. The Chief Information Officer shall annually provide a detailed report of such costs to each participant and to the Legislative Fiscal Analyst. The report submitted to the Legislative Fiscal Analyst shall be submitted electronically.
- c. **N.R.S.79-1201.01 Terms, defined.** Educational entity means a school district, a private, denominational, or parochial school, an educational service unit, a community college, a state college, the University of Nebraska, or a nonprofit private postsecondary educational institution.

IV. Agreement Terms

a. **Period:**

The annual performance period of this Agreement is concurrent with the performance period of the USAC E-rate funding year, July 1 to June 30.

b. **Renewal:**

This original signed Agreement will automatically renew on January 1 of each calendar year, unless cancelled with prior written notice by the Participant or the OCIO.

c. Cancellation:

This Agreement can be cancelled, with prior written notice by the OCIO, for nonpayment of fees, egregious violation of network security or management, failure to uphold the basic responsibilities of the Participant as outlined in this Agreement or for any change in statutory authority or direction assigned to the OCIO. This Agreement can be cancelled, with prior written notice by the Participant, for any reason, providing that it occurs on or before the January 1 renewal date for the following performance period, July 1-June 30. The January 1 renewal date is critical because withdrawal from Network Nebraska-Education has implications for E-rate filing and funding and for the fee structure charged to the other Participants.

d. Amendments:

- i. Pursuant to Section V.b., Appendix 1 will be amended annually by the OCIO.
- ii. Pursuant to Section V.c., Appendix 2 will be amended annually by the OCIO.
- iii. All other amendments to this agreement will be made using the following procedures:
 1. The OCIO, in consultation with the NNAG, may propose amendments to this Agreement;
 2. Any proposed amendment will be posted at <http://www.networknebraska.net> for review by Participants;
 3. Any proposed amendment will include an effective date for the amendment;
 4. Any proposed amendment will be posted for at least 30 days prior to the January 1 automatic renewal date for the year in which the amendment is to be effective. This requirement will allow Participants to review any amendment prior to the automatic renewal pursuant to Section IV. b. and provide Participant the ability to cancel this Agreement, pursuant to Section IV.c. prior to the effective date of the amendment.

V. Responsibilities of OCIO, University of Nebraska, d.b.a. Network Nebraska-Education

a. Services:

The Chief Information Officer, in partnership with the University of Nebraska, shall develop and maintain a statewide, multipurpose, high capacity, scalable telecommunications network to be called Network Nebraska. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education, across the state. [N.R.S. 86-5,100]

b. Costs and Billing [See Appendix 1 for Cost Structure]

- i. The Chief Information Officer shall aggregate demand for those state agencies and educational entities choosing to participate in Network Nebraska-Education and shall reduce costs for participants whenever feasible. The Chief Information Officer shall establish a cost structure based on actual costs, including necessary administrative expenses but not including administrative travel or conference expenses, and shall charge participants according to such cost structure. The Chief Information Officer shall annually provide a detailed report of such costs to each participant and to the Legislative Fiscal Analyst. [N.R.S. 86-5,100]
- ii. The OCIO will annually notify each participant the projected monthly costs of Network Nebraska-Education before the performance year begins and post updates to www.networknebraska.net.
- iii. The OCIO will bill monthly individual entities or groups of entities as requested.
- iv. The OCIO will annually file for federal E-rate on the eligible portion of the Interregional Transport (high bandwidth backbone) and Internet access and then bill the post-E-rate portion to eligible entities.

c. Service Standards: [See Appendix 2 for list of Services]

- i. Staff of the OCIO and University of Nebraska Computing Services Network (UNCSN) will respond to reported incidents of service outages within the same business day and mitigate disruptions of service related to the Interregional Transport as soon as possible. (See Section VII. Service Response Procedures) "Interregional Transport" is comprised of all transport segments, the routing circuits interconnecting Network Nebraska routers to the primary provider routers, and any of the associated routers and switches at these locations.
- ii. On Internet access purchased off of a State Master Contract bid on behalf of eligible entities, the State of Nebraska will intervene on issues of vendor performance.
- iii. On Internet access NOT purchased off of a State Master Contract bid on behalf of eligible entities, the OCIO and/or UNCSN will help the education entity where it can to resolve issues of vendor performance.

- iv. On Wide Area Network circuits purchased off of a State Master Contract bid on behalf of eligible entities, the State of Nebraska will intervene on issues of vendor performance. In order to accomplish this, telecommunications companies will provide circuit information, maintenance notifications, and general performance metrics to the OCIO and/or UNCSN for each of the sites covered under a State Master Contract.
- v. On Wide Area Network circuits NOT purchased off of a State Master Contract bid on behalf of eligible entities, the OCIO and/or UNCSN will help the education entity where it can to resolve issues of vendor performance. In order to accomplish this, Network Nebraska Participants must request that their telecommunications companies provide circuit information, maintenance notifications, and general performance metrics to the OCIO and/or UNCSN for each of the sites covered under a privately held contract.
- vi. On Local Area Network issues on the Participant side of the demarcation, the OCIO and/or UNCSN will NOT intervene as part of this Agreement.
- vii. On Local Area Network issues on the Participant side of the demarcation, the participant may contact and individually contract with UNCSN for technical assistance and support.

VI. Responsibilities of "Participant"

a. Network Integrity:

- i. Participant agrees to contract and fully fund the Chief Information Officer's recommended Wide Area Network transport bandwidth needed to interconnect the Participant's premise with the Network Nebraska-Education aggregation point (as listed in Appendix 3).
- ii. Participant agrees to install and maintain, on its own or as part of a consortium, appropriate network security measures, virus and malware protection, and firewalls, in order to preserve the integrity of the network, as defined by its institutional or regional network security officer.
- iii. Participant agrees to provide notice in writing, if required by guidelines established by the University of Nebraska and the Chief Information Officer for participation in Network Nebraska, to the distance education director of the Educational Service Unit Coordinating Council, the University of Nebraska, and the Chief Information Officer prior to the use of any new or additional equipment that will impact the use of Network Nebraska by such education-related political subdivision or other education-related political subdivisions [N.R.S. 86-520.01]
- iv. Participant agrees to develop and maintain a security policy that includes, but is not limited to:

- a) Desktop and server anti-virus protection
- b) Wireless access point security
- c) Firewall rules for internal and external protection
- d) For K-12 schools and libraries, Internet filtering that complies with the Children's Internet Protection Act (CIPA)
<http://www.fcc.gov/cgb/consumerfacts/cipa.html>
- v. Participant agrees to provide two-deep technical contact information for the Network Nebraska automatic notification system, which includes at minimum, contact name, e-mail address, work phone number, and a cell phone number.
- vi. Participant agrees to keep technical contact information current by notifying the UNCSN NOC by email (noc@nebraska.edu) or by manually updating it themselves in the network management tool.
- vii. Participant agrees to establish what portion of a day it wants technical contact(s) to be notified of scheduled or unscheduled outages and by what method. Choices for time of day include 24 hours by 7 days (including holidays), 6 AM to 10 PM Monday through Friday, or 8 AM to 5 PM Monday through Friday. Methods of notification include email, phone call, or text message. Participant agrees that their technical contact, if needed, will be available to work with the Network Nebraska staff to complete the restoration of their service.
- viii. Participant agrees to inform its institutional or regional network coordinator and the Network Nebraska staff of any anticipated disruption or scheduled maintenance on any IP routing devices or circuits that are being monitored by the Network Nebraska staff or that may affect the overall network. The Participant understands that if the Network Nebraska staff determines that a device or network modification adversely affects the core network to the detriment of other participants, or threatens the stability or integrity of the core network, the Network Nebraska staff will take steps to limit the bandwidth or shut down a site, until the problem is resolved.

b. Prompt Payment

- i. Participant agrees to assume its assigned share of the Network Nebraska Participation Fee [See Appendix 1], which will be reviewed annually by the Network Nebraska-- Education Advisory Group, and communicated annually by the State CIO, and to make payment within 45 days to the OCIO as billed or rebilled on the Participant's behalf.
- ii. Participant agrees to assume its assigned share of the Network Nebraska Interregional Transport Fee [See Appendix 1], which will be reviewed annually by the Network Nebraska-Education Advisory Group, and communicated annually by the Chief Information Officer, and to make prompt payment within 45 days to the OCIO as billed or rebilled on the Participant's behalf.

- iii. K-12 Participant agrees to pay the full cost of its assigned share of the Network Nebraska Interregional Transport Fee, should the federal E-rate reimbursement be denied or discontinued in any way.

c. **E-rate**

- i. A Participant who seeks E-rate funding agrees to have on file with the Nebraska Department of Education a continuously updated and approved Technology Plan, as required by the FCC and USAC policies, that includes clear goals and realistic strategies; a professional development strategy; an assessment of technology needs and services; and an ongoing evaluation process.
- ii. A Participant who is eligible for E-rate funding agrees to submit a signed, certified Letter of Agency and any other authorizations that may be required by the FCC to the OCIO as requested, in order to authorize the OCIO to act and file E-rate on the Interregional Transport and Internet on their behalf.

VII. Service Response Procedures [See Appendix 2 for list of Services]

- a. **Participant Inbound Communications concerning Network Nebraska-Education Services or infrastructure (backbone, routing, state master contract Internet, Internet2, Renovo software)**
 - i. Participant should immediately call 1-888-NET-NEBR (638-6327) or 402-472-7625 or e-mail to noc@nebraska.edu and give information about the problem or issue, plus the name and contact information of the person reporting the problem or issue.
 - ii. Participant should indicate the urgency of the problem or issue and ask for a UNCSN trouble ticket number.
 - iii. Participant may inform their regional or institutional technology representative.
 - iv. UNCSN will resolve the trouble ticket and inform the originator of the ticket about the resolution.
- b. **Participant Inbound Communications concerning other non-Network Nebraska—services or infrastructure (WAN, non-state master contract Internet, DNS issues, etc...)**
 - i. Participant should attempt to contact its institutional or ESU technical support person, utilizing their Helpdesk procedures.

- ii. If no response, Participant may call 1-888-NET-NEBR (638-6327) or 402-472-7625 or e-mail to noc@nebraska.edu and give information about the problem or issue, plus the name and contact information of the person reporting the problem or issue.
 - iii. Participant should indicate the urgency of the problem or issue and ask for a UNCSN trouble ticket number.
 - iv. UNCSN staff will then route the trouble ticket to the most appropriate institutional or ESU technical support person, using the contact information on file.
 - v. Institutional or ESU technical support person will be responsible for resolving the trouble ticket and informing the originator of the ticket about the resolution.
- c. **Network Nebraska Outbound Communications to Participant concerning scheduled and unscheduled outages**
- i. UNCSN staff or OCIO staff will utilize an automatic notification system to inform Network Nebraska—Participants with the greatest amount of lead time possible using the least intrusive mode of communication to match the event.
 - ii. If a scheduled maintenance event is to occur, notification will come via e-mail and will be posted on the portal of the network management system
 - iii. If an unscheduled outage occurs, notification may come by desk phone, cell phone or text message. It will also be posted on the network management system portal and will be kept updated as work proceeds.

APPENDIX 1: Cost Structure (annually updated – last update July 1, 2015)

<u>Performance Year</u>	<u>Network Nebraska Participation Fee</u>	<u>Entity Number</u>
2007-08	\$200.00/month/entity	94 entities
2008-09	\$197.80/month/entity	182 entities
2009-10	\$192.47/month/entity	232 entities
2010-11	\$195.13/month/entity	228 entities
2011-12	\$190.21/month/entity	244 entities
2012-13	\$203.48/month/entity	253 entities
2013-14	\$215.83/month/entity	261 entities
2014-15	\$218.30/month/entity	274 entities
2015-16	\$205.35/month/entity	285 entities

<u>Performance Year</u>	<u>Network Nebraska Interregional Transport Fee</u>	<u>Entity Number</u>
2007-08	\$ 0.00/month/entity	94 entities
2008-09	\$ 93.35/month/entity (\$34.21/month/E-rate entity)	182 entities
2009-10	\$ 92.72/month/entity (\$34.48/month/E-rate entity)	232 entities
2010-11	\$115.78/month/entity (\$36.45/month/E-rate entity)	228 entities
2011-12	\$101.09/month/entity (\$31.69/month/E-rate entity)	244 entities
2012-13	\$ 61.28/month/entity (\$18.67/month/E-rate entity)	253 entities
2013-14	\$ 53.80/month/entity (\$17.38/month/E-rate entity)	261 entities
2014-15	\$ 57.79/month/entity (\$18.49/month/E-rate entity)	274 entities
2015-16	\$ 70.39/month/entity (\$22.12/month/E-rate entity)	285 entities

<u>Performance Year</u>	<u>Network Nebraska Statewide Internet Access</u>	<u>Entity Number</u>
2012-13	\$ 2.55/Mbps/month (\$.7905/Mbps/month/E-rate entity)	15 entities
2013-14	\$ 2.50/Mbps/month (\$.7750/Mbps/month/E-rate entity)	15 entities
2014-15	\$ 1.28/Mbps/month (\$.3982/Mbps/month/E-rate entity)	32 entities
2015-16	\$.945/Mbps/month (\$.3024/Mbps/month/E-rate entity)	34 entities

See www.networknebraska.net for posted updates to this Appendix.

APPENDIX 2: Network Nebraska Service Offerings

Comprehensive Listing of Network Nebraska—Education Services and Benefits (7/1/2015)

Student Learning Opportunities

- Statewide Clearinghouse and Videoconferencing Scheduling Software (www.nvis.esucc.org)
- High quality exchange of Nebraska K-12 and college video distance learning classes
- High bandwidth Internet2 access to over 90,000 education partners and content providers
- Internet2 programming and virtual museum trips from across the U.S./world
- Transport for the ESUCC/NDE statewide learning object repository and other applications
- Participant in the 2013-15 Internet2 InCommon national pilot project for federated identity services

Connectivity/Transport

- Intranet Ethernet connectivity to all 285 Network Nebraska participants and Nebraska Dept of Ed
- Interregional (high bandwidth backbone) Transport between Grand Island, Lincoln, Omaha, and Scottsbluff
- Access to commodity Internet1 service with one of the lowest rates in the U.S. (state contract purchase)
- 3Gbps Internet2 Commercial Peering Service and prioritized routing to over 60,000 companies
- Limited co-location rack space at Grand Island, Lincoln, Omaha core locations on a space available basis
- Core router and core infrastructure cost avoidance through the University of Nebraska partnership
- Shared services for up to six simultaneous videoconferencing ports over the OCIO MCU bridges
- Development of two dark fiber backbone projects partnered with UNCSN
- Dynamic provisioning of statewide Internet access

Network Management/Monitoring

- 24/7 network monitoring and call center
- Toll-free Network Nebraska number, 1-888-NET-NEBR (638-6327)
- Automated Notification System services
- Network abuse and nefarious activity monitoring
- Fortinet enterprise Intrusion Prevention Service
- Bandwidth measuring and assistance
- Level 1 network troubleshooting and support on Network Nebraska - Education backbone, core network devices and State Contract and University of Nebraska contracts for Internet access
- Level 2 network troubleshooting and support on wide area networking and other participant routing and DNS issues
- Level 2 video/scheduling troubleshooting and support
- Traffic shaping of Network Nebraska Internet bandwidth at Omaha and Lincoln
- Onsite and/or remote technician assistance, upon request

Administrative/E-rate

- RFP development and State Master Contract negotiations
- E-rate filing on the K-12 eligible portion of the Interregional Transport and statewide Internet
- Sponsored Education Group Participation (SEGP 8 6 8&\$1) Membership for Internet2
- Establishing the yearly eligibility list for LB1208 Distance Education Incentive Dollars
- Management of the statewide purchase contracts for statewide scheduling, WAN services, Internet access, Cisco equipment, and videoconferencing equipment.
- E-rate archiving of bid documents, invoices, correspondence
- Continual Management of Consortium Letters of Agency to maintain E-rate eligibility
- OCIO Financial Solutions Services for budget development and vendor service orders
- State Billing services for Network Nebraska Participation Fee and Interregional Transport
- Network Nebraska website (www.networknebraska.net) development and support

APPENDIX 3: Wide Area Network (WAN) Circuit Minimums

As part of the network requirements to be eligible to qualify for the Neb. Rev. Stat. 79-1336 and 79-1337 distance education incentives, the State CIO established in 2006 a Wide Area Network (WAN) circuit bandwidth minimum for public school districts and Educational Service Units (ESUs) in order to be considered as having “access” to a Network Nebraska-Education aggregation point.

Entity Type	WAN bandwidth
Nebraska K-12 public school districts, ESUs	30Mbps or greater

Education entities not competing for Neb. Rev. Stat. 79-1336 and 79-1337 distance education incentives are also required to meet or exceed a minimum Ethernet bandwidth to connect to any Network Nebraska-Education aggregation point.

Entity Type	WAN bandwidth
Nebraska K-12 nonpublic schools	10Mbps or greater
Nebraska higher education	10Mbps or greater
Nebraska public libraries	10Mbps or greater

[Back to Top](#)

Betty McGuire - RE: Hank stain contractor costs

From: "Melena, Pat T." <Pat.Melena@MichaelFoods.com>
To: Lowell Johnson <cityadmin@cityofwayne.org>
Date: 6/2/2016 9:17 AM
Subject: RE: Hank stain contractor costs
Cc: Betty McGuire <betty@cityofwayne.org>, Ken Chamberlain <kchamberlain@cit...>
Attachments: Schinstock Painting Quote 5-5-16.doc

The committee has met with Bob McBride from Sand Creek Post and Beam and the outcome of the meeting was this:

- The first coat of stain is critical to the longevity of the wood.
- The SCPB wood that is up under the tin roof of the grandstand will need to be stained this first time. According to Bob the UV rays from direct sun are why you need to stain every 5-6 years and the wood that is up under the cover would not be impacted by the sun at the same rate as the rest of the structures so it would not need stain nearly as often. Our concern is that this will be difficult to reach without the right equipment and that the green treated material that makes up the seating area will all need to covered so it does not get dripped on.

The committee has received the attached quote from a contractor in West Point who came highly recommended by Bob McBride. The committee is asking that the City of Wayne cover 50% of the cost of this with "Rebuild Hank" covering the other 50% from our donated funds.

I will be in attendance at the Council meeting Tuesday and am willing to answer and questions that the Council has.

From: Lowell Johnson [cityadmin@cityofwayne.org]
Sent: Thursday, June 02, 2016 8:38 AM
To: Melena, Pat T.
Cc: Betty McGuire; Ken Chamberlain
Subject: Hank stain contractor costs

Michael Foods Message Classification: External

Pat

we're putting this request on the council agenda for next Tuesday. Can you or other committee member email back the details of your request to Betty McGuire and me before 9 tomorrow (Friday) morning so we can include them in the council's packet? Can someone from the committee be at the meeting?

thx

Lowell D. Johnson
 City Administrator
 City of Wayne

SCHINSTOCK PAINTING

Chad Schinstock
507 S. Nippon Street
West Point, NE 68788
(402)380-8307 fax (402)372-1956



PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO	PHONE	DATE
WAYNE BASEBALL FIELD		5/4/16
ATTENTION	JOB NAME	
PAT	GRANDSTAND AND MISC BUILDINGS	
CITY STATE AND ZIP CODE	JOB LOCATION	
	WAYNE NE	
ARCHITECT	FAX	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

APPLY A HEAVY COAT OF SICKENNS EXTERIOR STAIN/SEALER	
PROTECT ALL SURROUNDING CONCRETE AND STRUCTURES	
INCLUDES ALL LIFTS OR RENTAL TO ACHIEVE COMPLETION OF WORK	
APPLICATION WILL BE SPRAY AND BACKBRUSH	
INCLUDES ALL LABOR AND MATERIAL	
PRESS BOX-	\$1775.00
EQUIPMENT SHED-	\$550.00
CONCESSION/RESTROOM	\$950.00
GRANDSTAND-COLUMNS,CEILING,OUTSIDE FACING STREET,INTERIOR 4' SEATING AND WALKING AREA NOT TO BE DONE	\$5900.00
	TOTAL\$9175.00

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$8,750.00

Deduct \$425 If everything is accepted

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



May 25, 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. 10 for the above referenced project. The contractor continues to make progress pouring concrete around the press building and working on the press building. It was shingled, ceiling installed and the fascia material was installed. Also, electrical work is being completed.

We recommend approval of Pay Application No. 10 in the amount of \$30,550 to Eriksen Construction. We are conducting payroll reviews and they are current.

The contractor is requesting a partial substantial completion which is allowed by the contract documents. The blowers are installed and are currently being utilized to treat wastewater. The clarifier launders are installed and operating. Also some equipment has been delivered and is in storage as intended. Therefore, we are recommending a partial substantial completion be made using the date the request was made of May 18, 2016. A certificate is enclosed for signature to document this and associated conditions.

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". The signature is fluid and cursive.

Roger S. Protzman
Senior Project Engineer

RSP:skw
Enclosures

Pc: Eriksen Construction Co., Inc.

140876LTR052516-Pay App 10.docx

Progress Estimate - Lump Sum Work

Contractor's Application

For Contract		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5		Application Number		10		
Application Period		Ending June 1, 2016		Application Date		5/21/16		
Specification Section No	Description	A	B	Work Completed		F	G	
				C	D			
		Scheduled Value (\$)		This Period		Total Completed and Stored to Date (C + D + E)		
				From Previous Application (C + D)		Materials Presently Stored (not in C or D)		
1	General Requirements / Mobilization 271		\$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		\$54,550.00	\$54,550.00			\$54,550.00	100.0%
4	Concrete Footings		\$15,000.00	\$15,000.00			\$15,000.00	100.0%
5	Concrete Floor Slabs		\$10,500.00	\$10,500.00			\$10,500.00	100.0%
6	Concrete Base Slab		\$40,000.00	\$40,000.00			\$40,000.00	100.0%
7	Digester Walls		\$98,000.00	\$98,000.00			\$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		\$32,800.00	\$32,800.00			\$32,800.00	100.0%
11	Rough Carpentry		\$6,500.00	\$6,500.00			\$6,500.00	100.0%
12	FRP Panels		\$2,000.00	\$2,000.00			\$2,000.00	100.0%
13	Insulation		\$1,000.00	\$1,000.00			\$1,000.00	100.0%
14	Shingles		\$3,000.00	\$3,000.00			\$3,000.00	100.0%
15	Flashing & Gutters		\$1,500.00	\$1,500.00			\$1,500.00	100.0%
16	Joint Sealants		\$1,500.00	\$1,500.00			\$1,500.00	100.0%
17	H.M. Doors/Hwd. Jams, etc		\$4,000.00	\$4,000.00			\$4,000.00	100.0%
18	Sectional Doors		\$5,000.00	\$5,000.00			\$5,000.00	100.0%
19	Painting and Coatings		\$69,000.00	\$69,000.00			\$69,000.00	100.0%
20	Specialties		\$1,500.00	\$1,500.00			\$1,500.00	100.0%
21	Pipe Support Systems		\$8,000.00	\$8,000.00			\$8,000.00	100.0%
22	Plumbing - Biosolid sewer rough-in		\$39,000.00	\$39,000.00			\$39,000.00	100.0%
23	HVAC		\$130,000.00	\$130,000.00			\$130,000.00	100.0%
24	Electrical		\$8,000.00	\$8,000.00			\$8,000.00	100.0%
25	AFDS		\$72,000.00	\$72,000.00			\$72,000.00	100.0%
26	Earthwork - Excav-digester-basins/ds		\$41,000.00	\$41,000.00			\$41,000.00	100.0%
27	Backfill		\$2,500.00	\$2,500.00			\$2,500.00	100.0%
28	Erosion Control		\$3,500.00	\$3,500.00			\$3,500.00	100.0%
29	Paving & Sidewalks		\$1,500.00	\$1,500.00			\$1,500.00	100.0%
30	Aggregate Surfacing		\$49,050.00	\$49,050.00			\$49,050.00	100.0%
31	Seeding		\$32,000.00	\$32,000.00			\$32,000.00	100.0%
32	Conduits		\$77,800.00	\$77,800.00			\$77,800.00	100.0%
33	Valves		\$10,500.00	\$10,500.00			\$10,500.00	100.0%
34	Site Piping		\$76,500.00	\$76,500.00			\$76,500.00	100.0%
35	Air Piping		\$5,000.00	\$5,000.00			\$5,000.00	100.0%
36	Flanged Piping		\$135,000.00	\$135,000.00			\$135,000.00	100.0%
37	Flow Meter		\$21,500.00	\$21,500.00			\$21,500.00	100.0%
38	Rotary Lobe Blower		\$21,500.00	\$21,500.00			\$21,500.00	100.0%
39	Rotary Lobe Pump		\$21,500.00	\$21,500.00			\$21,500.00	100.0%

Progress Estimate - Lump Sum Work

Contractor's Application

For Contract		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5		Application Number: 10		
Application Period		Ending June 1, 2016		Application Date: 5/24/16		
Specification Section No	Description	Work Completed		F	G	
		B	D			
		Scheduled Value (\$)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	Balance to Finish (B - F)
						% (F / B)
40	Charlier Launder Covers	\$55,000.00			\$55,000.00	100.0%
41	Course Bubble Diffusers	\$87,000.00			\$87,000.00	100.0%
42	Belt Filter Press	\$185,700.00		\$174,888.00	\$174,888.00	94.2%
43	Change Order #1 Letters-Blower/Old load out M.I.DIP fittings	\$6,197.00			\$6,197.00	100.0%
44						
45						
Totals		\$1,629,197.00	\$30,515.00	\$175,163.00	\$1,517,375.00	\$111,822.00

Stored Material Summary

Contractor's Application

For (Contract):		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5									
Application Period:		Ending June 1, 2016									
Application Number:		10									
Application Date:		5/24/16									
A Bid Item No.	Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stowed	D		E Amount Stowed this Month (\$)	Subtotal Amount Completed and Stowed to Date (D + E)	F		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Stored Previously Amount (\$)			Incorporated in Work Date (Month/Year)	Amount (\$)	
22	39195		JOB	Plumbing Water Line Biosolids	10/2015	\$872.36		\$872.36	3/2016	\$797.36	\$75.00
34	38753		JOB	DIP Site Piping	10/2015	\$5,662.15		\$5,662.15	2/2016	\$5,462.15	\$200.00
42	12180		Aero-Mud	Belt Press - Aero-Mod	1/2016	\$174,888.00		\$174,888.00			\$174,888.00
Totals								\$181,422.51		\$6,259.51	\$175,163.00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Wayne, NE	Owner's Contract No.:	
Contractor:	Eriksen Construcion Co., Inc.	Contractor's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	140876
Project:	2015 Wastewater Treatment Facility Improvements	Contract Name:	

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Buried piping and valves except to biosolids building, Digester Tanks and Blowers (except lighting), Clarifier Launder Covers, Sludge pumping rooming piping modifications, stored blower and stored sludge pump.

Excluded Biosolids Building and associated equipment and work.

5/18/2016

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:

None
 As follows: Maintain and Operate per manufacturer's training.

Amendments to Contractor's responsibilities:

None
 As follows: Complete punchlist items provided and other warranty issues that arise.

The following documents are attached to and made a part of this Certificate: *See emails of 5/19/16 and 5/24/16*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u><i>Robert Putzger</i></u>	By: _____	By: <u><i>Roger C. Olson</i></u>	_____		
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u><i>Proj Engr</i></u>	Title: _____	Title: <u><i>Project Manager</i></u>	_____		
Date: <u><i>5/25/16</i></u>	Date: _____	Date: <u><i>May 26, 2016</i></u>	_____		

Eriksen Construction Co., Inc.

2546 South Hwy. 30 • PO Box 610 • Blair, Nebraska 68008-0610 • 402-426-3119 • Fax 402-426-3150

May 18, 2016

City of Wayne
306 Pearl Street
PO Box 8
Wayne, Nebraska 68787

Attn: Lowell D. Johnson, Public Administrator

RE: Substantial Completion-2015 WWTF Improvements Phases 3, 4 & 5.
City of Wayne
CWSRF 31-7032
JEO Project No. 140876

Mr. Johnson:

Per sections 15.03 and 15.04 of the "General Conditions", Eriksen Construction Co., Inc. is requesting "Substantial Completion" be granted for Items complete and in use. As stated in section 15.03/15.04 of the General Conditions, Eriksen Construction Co., Inc. considers the items listed below complete and ready for its intended use. The Owner should, if not already done so, place the equipment on their own insurance. The warranty for the listed items shall be started as of Item startup or May 17, 2016, all as per the contract.

With this letter items considered Substantial Complete;

1. All buried underground pipe, valve and miscellaneous equipment & structures.
2. Phase 3 - Digester & Blower building inclusive of one spare blower transferred to the Owner. Less - Digester lights not installed.
3. Phase 4 - Sludge pump room 100%, Spare sludge pump transferred to the owner and the Biosolds Building Structure; Masonry walls, truss roof, shingles and roof vents and exhaust. Less - Contents/equipment.
4. Phase 5 - Clarifier launder covers 100%.

Punch list items will be addressed with the project substantial completion.

Regards,


Roger C. Olson
Eriksen Construction Co., Inc.
2546 South Hwy 30
Blair, NE 68008-0610

Contractor's Application for Payment No. 11	
Application Period: 4/27/16 - 5/27/16 From: City of Wayne (Contractor): 306 Pearl St., PO Box 8 Wayne, NE 68787-0008 Contract: 2016 Wayne Aquatic Center Wayne, Nebraska Owner's Contract No.: _____	Application Date: 5/27/2016 Via (Engineer): JEO Consulting Group, Inc. 11717 Burt St., Ste. 210 Omaha, NE 68154 Engineer's Project No.: 141213

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	2	\$359.00	
	3	\$1,169.00	
TOTALS		\$1,528.00	
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)..... \$ 2,204,541.05
5. RETAINAGE:
 - a. 10% X \$2,174,721.34 Work Completed..... \$ 217,472.13
 - b. 10% X \$29,819.71 Stored Material..... \$ 2,981.97
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 220,454.10
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,984,086.95
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,831,811.25
8. AMOUNT DUE THIS APPLICATION..... \$ 152,275.70
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column H total on Progress Estimates + Line 5.c above)..... \$ 676,441.05

<p>Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(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;</p> <p>(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</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	<p>Payment of: \$ 152,275.70 (Line 8 or other - attach explanation of the other amount)</p> <p>is recommended by: Dale E Bohac (Engineer) (Date) 6-1-2016 JEO Consulting Group, Inc.</p> <p>Payment of: \$ 152,275.70 (Line 8 or other - attach explanation of the other amount)</p> <p>is approved by: _____ (Owner) (Date)</p> <p>Approved by: _____ (Date)</p> <p style="text-align: right;">Funding or Financing Entity (if applicable) _____ (Date)</p>
<p>Contractor Signature</p> <p>By: </p>	<p>Date: 5/27/2016</p>

CONTINUATION PAGE

PROJECT: 15037 2016 Wayne Aquatic Center APPLICATION #: 11 DATE OF APPLICATION: 05/27/2016
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 05/27/2016
 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	100%
2	General Conditions	\$120,884.00	\$113,884.00	\$3,500.00	\$0.00	\$0.00	\$117,384.00	\$3,500.00	97%
3	Demobilization	\$8,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,560.00	0%
4	Submittal Exchange	\$3,395.00	\$3,395.00	\$0.00	\$0.00	\$0.00	\$3,395.00	\$0.00	100%
5	Site Demo, Stripping, Hauling	\$48,705.00	\$48,705.00	\$0.00	\$0.00	\$0.00	\$48,705.00	\$0.00	100%
6	Excavation	\$86,780.00	\$86,780.00	\$0.00	\$0.00	\$0.00	\$86,780.00	\$0.00	100%
7	Grading	\$31,282.00	\$16,282.00	\$0.00	\$0.00	\$0.00	\$16,282.00	\$15,000.00	52%
8	SWPPP (Erosion Control)	\$17,175.00	\$15,675.00	\$0.00	\$0.00	\$0.00	\$15,675.00	\$1,500.00	91%
9	Geotextile Filter Fabric	\$4,522.00	\$4,522.00	\$0.00	\$0.00	\$0.00	\$4,522.00	\$0.00	100%
10	Sub Base	\$20,627.00	\$20,627.00	\$0.00	\$0.00	\$0.00	\$20,627.00	\$0.00	100%
11	Aggregate Backfill	\$70,216.00	\$70,216.00	\$2,000.00	\$0.00	\$0.00	\$62,216.00	\$8,000.00	89%
12	Gran. Fill under Decks/Sidewalks	\$7,266.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,266.00	0%
13	Underdrains	\$5,070.00	\$5,070.00	\$0.00	\$0.00	\$0.00	\$5,070.00	\$0.00	100%
14	Site Utilities	\$175,589.00	\$158,589.00	\$0.00	\$0.00	\$0.00	\$158,589.00	\$17,000.00	90%
15	Fences, Gates, Rope Barrier	\$32,461.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,461.00	0%
16	Seeding	\$5,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,748.00	0%
17	Concrete Forming Pool	\$115,725.00	\$115,725.00	\$0.00	\$0.00	\$0.00	\$115,725.00	\$0.00	100%
18	Concrete Placing Pool	\$182,300.00	\$178,300.00	\$4,000.00	\$0.00	\$0.00	\$182,300.00	\$0.00	100%
19	Concrete Forming Surge& Pump	\$36,110.00	\$36,110.00	\$0.00	\$0.00	\$0.00	\$36,110.00	\$0.00	100%
20	Concrete Placing Surge & Pump	\$28,236.00	\$28,236.00	\$0.00	\$0.00	\$0.00	\$28,236.00	\$0.00	100%
21	Misc. Concrete Form & Pour	\$38,571.00	\$28,571.00	\$7,000.00	\$0.00	\$0.00	\$35,571.00	\$3,000.00	92%
22	Pool Deck Form & Pour	\$65,413.00	\$1,345.00	\$14,000.00	\$0.00	\$0.00	\$15,345.00	\$50,068.00	23%
23	Pool Sidewalk Form & Pour	\$31,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,196.00	0%
24	FB Foundations	\$14,045.00	\$14,045.00	\$0.00	\$0.00	\$0.00	\$14,045.00	\$0.00	100%
25	Reinforcing Steel	\$71,545.00	\$71,045.00	\$0.00	\$0.00	\$0.00	\$71,045.00	\$500.00	99%
26	Exp. Joints, Waterstop	\$2,185.00	\$2,185.00	\$0.00	\$0.00	\$0.00	\$2,185.00	\$0.00	100%
27	Grouting Pool Walls	\$6,269.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$4,269.00	32%
28	Masonry	\$48,494.00	\$12,036.92	\$0.00	\$0.00	\$0.00	\$12,036.92	\$36,457.08	25%
29	Struct. Steel, Misc. Metals	\$22,030.00	\$15,950.00	\$0.00	\$0.00	\$0.00	\$15,950.00	\$6,080.00	72%
	SUB-TOTALS	\$1,340,697.00	\$1,077,591.92	\$32,500.00	\$0.00	\$0.00	\$1,110,091.92	\$230,605.08	83%

CONTINUATION PAGE

PROJECT: 15037 2016 Wayne Aquatic Center APPLICATION #: 11 DATE OF APPLICATION: 05/27/2016
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 05/27/2016
 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					
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	\$1,875.00	\$1,875.00	\$531.00	78%
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	\$2,000.00	\$0.00	\$16,825.00	\$18,825.00	\$1,640.00	92%
41	Stainless Steel Gutters	\$94,111.00	\$94,111.00	\$0.00	\$0.00	\$0.00	\$94,111.00	\$0.00	100%
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	\$83,776.00	\$0.00	\$0.00	\$0.00	\$83,776.00	\$0.00	100%
44	Ladders, Stanchions, Rails etc.	\$20,357.00	\$17,357.00	\$0.00	\$0.00	\$0.00	\$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	\$2,000.00	\$0.00	\$0.00	\$51,100.00	\$8,000.00	86%
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	\$37,550.00	\$3,000.00	\$0.00	\$0.00	\$40,550.00	\$2,000.00	95%
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	\$2,022.77	\$0.00	\$0.00	\$10,300.00	\$0.00	100%
52	Shade Structures	\$28,192.00	\$24,457.00	\$0.00	\$0.00	\$0.00	\$24,457.00	\$3,735.00	87%
53	Pool Heaters	\$18,919.00	\$17,393.31	\$1,525.69	\$0.00	\$0.00	\$18,919.00	\$0.00	100%
54	Water Slide	\$84,361.00	\$75,497.00	\$8,864.00	\$0.00	\$0.00	\$83,497.00	\$864.00	99%
55	Zero Depth Play Features	\$93,903.00	\$81,076.00	\$12,827.00	\$0.00	\$0.00	\$93,903.00	\$0.00	100%
56	Process Piping, Valves, Supports	\$389,595.00	\$266,555.00	\$55,000.00	\$11,119.71	\$0.00	\$332,674.71	\$56,920.29	85%
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	\$156,349.95	\$20,000.05	\$0.00	\$0.00	\$176,350.00	\$20,000.00	90%
	SUB-TOTALS	\$2,659,000.00	\$2,034,317.83	\$138,875.51	\$29,819.71	\$2,203,013.05	\$455,986.95		83%

CONTINUATION PAGE

PROJECT: 15037
 2016 Wayne Aquatic Center

APPLICATION #: 11
 DATE OF APPLICATION: 05/27/2016
 PERIOD THRU: 05/27/2016
 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		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD			TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
59	Change Order No. 2	\$359.00	\$359.00	\$0.00	\$0.00	\$0.00	\$359.00	100%	\$0.00	
60	Change Order No. 3	\$1,169.00	\$669.00	\$500.00	\$0.00	\$0.00	\$1,169.00	100%	\$0.00	
	TOTALS	\$2,660,528.00	\$2,035,345.83	\$139,375.51	\$29,819.71	\$2,204,541.05	83%	\$455,986.95		



ARCHITECTURAL CANOPIES

Mapes Canopies, LLC
 7748 North 56th Street / Lincoln, NE 68514
 P.O. Box 80069 (68501)
 888-273-1132 / 877-455-6572 fax
 canopy@mapes.com / www.mapescanopies.com

INVOICE	
Date 4/29/16	Invoice# M8931
Customer Order # LOI	
Attn	
Job WAYNE AQUATIC CENTER	
Terms 1% 15 NET 30	
Salesman FACTORY	
Rep FACTORY	
Ship To	

530 WEST 5TH STREET

VERIFIED

WAYNE NE 68787-0000

Ship Via LINCOLN TRUC

Customer

CHRISTIANSSEN CONSTRUCTION
 BOX L

PENDER NE 68047

402-385-3027	402-385-3020
Customer# 10676	

Quantity	Description	Footage	Price	Amount
	PER QUOTE OF MAPES INDUSTRIES			16825.00
	SUPER LUMIDECK - CLEAR ANODIZED			
1	14' 8" WIDE X 35' LONG			
	INVOICE TOTAL			16825.00
	** PRICE INCLUDES FREIGHT **			

JR 15037
5020

DICK COLE (402) 372/7262

Item 40

Invoice Number	Invoice Date	Terms
008F1067	05/18/16	NET 30
Order Number	Customer PO Number	FOB SHIPPING POINT
008C4546	21715 WAYNE	
Order Date	Ship Date	Ship Via
05/10/16	05/11/16	UPS GROUND



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91709-5128
TEL 909-597-8641
FAX 909-597-0741

INVOICE

000282**0004**0004**AUTO**MIXED AADC 926

Bill to: OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 RD
WATERBURY NE 68785-3023

Ship to:

OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 ROAD
WATERBURY, NE 68785

Customer No.	Territory	Freight Terms	Page #	Job No.
077634	085	CHRG INBOUND & OUTBOUND	1	

Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
811-020 2" 11-1/4 ELBOW S PVC SCH80	008	7	0	7			6.20	0.00
811-040 4" 11-1/4 ELBOW S PVC SCH80	008	1	0	1			28.55	0.00
3793020 2" VALVE BUTTERFLY POOL-PRO PVC EPDM PLASGEAR DISC TYPE SP	008	1	1	0			290.52	290.52

0.1
512.89 +
21535.14 +
516.65 +
778.75 +
100.00 +
21100.20 +
515.12 +
333.00 +
332.33 +
11047.13 +
21332.54 +
511.03 +
111172.71 *

WARRANTY DISCLAIMER:
merchantability or fitness for
manufactured by Harrington
year from shipment date. H
face of this document is for
ENTIRE AGREEMENT: The
any prior or contemporaneous
or modify this invoice or any

Item 56

express or implied warranties, including those of
not manufactured by Harrington. With regard to products
of defects in material and workmanship for a period of one
h respect to such goods. Any description of goods on the
its a warranty of any kind.
agreement between purchaser and Harrington, and supersede
ral or written terms, including any attempts by purchaser to alter
agreement without the express written consent of Harrington.

Subtotal	290.52
Tax	0.00
Freight & Handling	22.37
Total Due	312.89

Invoice Number	Invoice Date	Terms
008F0580	04/26/16	NET 30
Order Number	Customer PO Number	
008C4062	21715 WAYNE	
Order Date	Ship Date	Ship Via
04/11/16	04/11/16	UPS GROUND



PLEASE REMIT TO
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000426**0003**0003**AUTO**MIXED AADC 926

INVOICE

Bill to: OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 RD
WATERBURY NE 68785-3023

Ship to:

OTTER CREEK MECHANICAL
WAYNE AQUATIC CENTER
700 W 5TH ST
WAYNE, NE 68787

Customer No.	Territory	Freight Terms	Page #	Job No.
077634	085	CHRG INBOUND & OUTBOUND	1	

Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
817-120-F-S 12" 45 ELBOW S PVC SCH80 FAB	008	7	7	0			275.18	1,926.26
806-120-F-S 12" 90 ELBOW S PVC SCH80 FAB	008	1	1	0			454.64	454.64
817-060 6" 45 ELBOW S PVC SCH80	008	4	4	0			30.56	122.24

WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.

ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.

Subtotal	2,503.14
Tax	0.00
Freight & Handling	0.00
Total Due	2,503.14

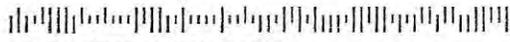
Invoice Number	Invoice Date	Terms	NET 30
008F0515	04/25/16	F.O.B.	SHIPPING POINT
Order Number	Customer PO Number		
008C4161	21715 WAYNE		
Order Date	Ship Date	Ship Via	
04/15/16	04/15/16	UPS GROUND	



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000328**0003**0003**AUTO**MIXED AADC 926

INVOICE

Bill to: 
OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 RD
WATERBURY NE 68785-3023

Ship to:
OTTER CREEK MECHANICAL
WAYNE AQUATIC CENTER
700 W 5TH ST
WAYNE, NE 68787

Customer No.	Territory	Freight Terms	Page #	Job No.
077634	085	CHRG INBOUND & OUTBOUND	1	

Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
829-120-F-S 12" COUPLING S PVC SCH80 FAB	008	5	5	0			85.32	426.60

WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.

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Subtotal	426.60
Tax	0.00
Freight & Handling	90.03
Total Due	516.63

Invoice Number	Invoice Date	Terms	NET 30
008F0278	04/13/16	F O B.	SHIPPING POINT
Order Number	Customer PO Number		
008C3943	21715 WAYNE		
Order Date	Ship Date	Ship Via	
04/04/16	04/04/16	UPS GROUND	



PLEASE REMIT TO
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000339

INVOICE

Bill to: OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 RD
WATERBURY NE 68785-3023

Ship to: OTTER CREEK MECHANICAL
WAYNE AQUATIC CENTER
700 W 5TH ST
WAYNE, NE 68787

Customer No.	Territory	Freight Terms	Page #	Job No
077634	085	CHRG INBOUND & OUTBOUND	1	

Product No /Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
806-160-F-S 16" 90 ELBOW S PVC SCH80 FAB	008	1	1	0			721.26	721.26

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Subtotal	721.26
Tax	0.00
Freight & Handling	57.50
Total Due	778.76

Invoice Number	Invoice Date	Terms
008F0228	04/12/16	NET 30
Order Number	Customer PO Number	FOB SHIPPING POINT
008C3897	21715 WAYNE	
Order Date	Ship Date	Ship Via
03/31/16	04/01/16	UPS GROUND



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000282**0003**0003**AUTO**MIXED AADC 926

INVOICE

Bill to: OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 RD
WATERBURY NE 68785-3023

Ship to:

OTTER CREEK MECHANICAL
WAYNE AQUATIC CENTER
700 W 5TH ST
WAYNE, NE 68787

Customer No.	Territory	Freight Terms	Page #	Job No.
077634	085	CHRG INBOUND & OUTBOUND	1	

Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
829-670-F-E-S 12"x10" COUPLING ECC RDCR S PVC SCH80 FAB	008	1	1	0			98.76	98.76

WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.

ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.

Subtotal	98.76
Tax	0.00
Freight & Handling	31.56
Total Due	130.32

Invoice Number	Invoice Date	Terms	NET 30
008E9593	03/14/16	F.O.B.	SHIPPING POINT
Order Number	Customer PO Number		
008C3404	21715 WAYNE REC CEN		
Order Date	Ship Date	Ship Via	
03/04/16	03/04/16	UPS GROUND	



PLEASE REMIT TO
Harrington Industrial Plastics LLC
PO BOX 5128
14480 Yorba Ave
Chino, CA 91708-5128
TEL 909-597-8641
FAX 909-597-0741

000245**0003**0003**AUTO**MIXED AADC 926

INVOICE

Bill to: OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 RD
WATERBURY NE 68785-3023

Ship to: OTTER CREEK MECHANICAL
INCORPORATED
58854 8685 ROAD
WATERBURY, NE 68785

Customer No.	Territory	Freight Terms	Page #	Job No.
077634	085	CHRG INBOUND & OUTBOUND	1	WAYNE

Product No /Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
EJ22-020 2" EXPANSION JOINT ELAST S PVC EPDM BELLOWS	008	6	6	0			251.75	1 510.50
EJ22-010 1" EXPANSION JOINT ELAST S PVC EPDM BELLOWS	008	4	4	0			156.61	626.44

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ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.

Subtotal	2,136.94
Tax	0.00
Freight & Handling	25.32
Total Due	2,163.26

STALP GRAVEL, INC.
1598 RIVER ROAD
WEST POINT NE 68788
TEL: 402-372-5491
TEL: 800-372-5491
FAX: 402-372-5477

I N V O I C E

OTTER CREEK MECHANICAL
58854 8685 ROAD
WATERBURY, NE 68785

--- Ship to ---
WAYNE AQUATIC CENTER

Cust# 102006 Invoice# 154963 Invoice Date 04/26/2016 Loca 2

Item#	Description	Quantity	Price	Extended
MORTAR SAND	MORTAR SAND	29.89	3.75	112.09

	Subtotal	112.09
HAULING:\$8.80 PER TON	Delivery	263.03
	Sales tax	0.00
		=====
	Invoice Total	375.12

Terms: Payment due upon receipt of statement. A finance charge of 1-1/2 Percent per month, 18 percent annual rate will apply to all accounts which are unpaid 30 days after billing date.

STALP GRAVEL, INC.
1598 RIVER ROAD
WEST POINT NE 68788
TEL: 402-372-5491
TEL: 800-372-5491
FAX: 402-372-5477

I N V O I C E

OTTER CREEK MECHANICAL
58854 8685 ROAD
WATERBURY, NE 68785

--- Ship to ---
WAYNE AQUATIC CENTER

Cust# 102006 Invoice# 154595 Invoice Date 04/11/2016 Loca 2

Item#	Description	Quantity	Price	Extended
MORTAR SAND	MORTAR SAND	31.00	3.75	116.25

HAULING: \$8.80 PER TON

Subtotal	116.25
Delivery	272.80
Sales tax	0.00
Invoice Total	389.05

Terms: Payment due upon receipt of statement. A finance charge of 1-1/2 Percent per month, 18 percent annual rate will apply to all accounts which are unpaid 30 days after billing date.

STALP GRAVEL, INC.
1598 RIVER ROAD
WEST POINT NE 68788
TEL: 402-372-5491
TEL: 800-372-5491
FAX: 402-372-5477

I N V O I C E

OTTER CREEK MECHANICAL
58854 8685 ROAD
WATERBURY, NE 68785

--- Ship to ---
WAYNE AQUATIC CENTER

Cust# 102006 Invoice# 154515 Invoice Date 04/07/2016 Loca 2

Item#	Description	Quantity	Price	Extended
MORTAR SAND	MORTAR SAND	31.31	3.75	117.41

HAULING: \$8.80 PER TON

Subtotal	117.41
Delivery	275.53
Sales tax	0.00
Invoice Total	===== 392.94

Terms: Payment due upon receipt of statement. A finance charge of 1-1/2 Percent per month, 18 percent annual rate will apply to all accounts which are unpaid 30 days after billing date.



Utility Equipment
Company

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

3739 State Street • PO Box 1290
Bettendorf, IA 52722

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

WARRANTY INFORMATION
SEE BACK OF INVOICE
FOR WARRANTY DETAILS

Invoice # 5504700100
The date of invoice is
1/11/11

Bold To:	Ship To:
HITLER CREEK NEIGHBORHOOD 50854 8605 RD MERCURY MI 49785	C/O JOHNTY OF WARE 2016 WYOMING AVE 700 WEST 10TH ST MERCURY MI

TERMS	ORDER #	CUST #	SALESREP	SHIP VIA	NET 30	REFERENCE
NET 30/INV DATE	5504700100	139100	BRANDON-S	OUR TRUCK	0/0000	5504700100
FRI ON BOARD DESTINATION, FRI PREPAID & ADDED						

Stock #	Ordered	Shipped	Package	Qty	Unit Price	Amount
5504700100						
6" DB 400 4700 4700 4700 654 DUF X 663 4700 4700 4700 61700 4700 4700 4700 4700 3x MAKE SURE YOUR ORDER IS NOT PLACED TO						

30 day warranty on all equipment unless otherwise specified. See back of invoice for details.



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

3739 State Street • PO Box 1290
Bettendorf, IA 52722

Utility Equipment
Company

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

3600 1st Ave S.E. • Des Moines, IA 50315
Tel: 563-355-5376
Fax: 563-355-7423

Tracking #: 50036703-000
Date: 04-21-15
By: [Signature]

Sold To:	Ship To:
OTLER CREEK MECHANICAL INC 50054 8589 RD WATERBURY NE 68785	120 JOHNSON TRAILWAY 2016 WAYNE INDUSTRIAL CENTER 700 WEST 5TH STREET WYOMING NE

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

Terms	Order#/Ref	Cust #	SalesRep	Ship Via	Req-Dt	Reference
NSO/INV DATE	50036703-200	139100	BRANDON-SC	OUR TRUCK	041916	50036703
FRT ON BOARD DESTINATION, FRT PREPAID & ADDED						

Stock #	Ordered	Shipped	Backord	U.P.	Unit Price	Extens
5984734 4" HD 572 PIPE 100' 10000 450 PVC X 450 PVC, .25" X 1/2" SLEEVE, BRDM 10000, 10000 HD000	2	2		14	280.00	560.00
5983733 6" SD 478 PIPE 100' 10000 600 PVC X 600 PVC, .25" X 3/4" SLEEVE, BRDM 10000, 10000 HD000	6	6		28	194.00	1164.00
5983700 4" SD 678 PIPE 100' 10000 450 PVC X 450 PVC, .25" X 1/2" SLEEVE, BRDM 10000, 10000 HD000	1	1		50	194.00	194.00



Utility Equipment
Company

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

3739 State Street • PO Box 1290
Bettendorf, IA 52722

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

* FORTITUDE *

Invoice # 58836762 802
Inv. Label 6W-18-16
Pages 1

Sold To: OTTER CREEK MECHANICAL INC 58454 8505 RD WATERBURY NE 68788	Ship To: C O JOSEPH OF WAYNE 2016 WAYNE AQUATIC CENTER 700 WEST 8TH STREET WAYNE MO
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P.O. # WAYNE AQUATIC

Phone: 402 634 5111

Fax: 402 634 5111

Terms	Order#/Ref	Cust #	SalesRep	Ship Via	Req-Of	Reference
N30/INV DATE	58836762-802	139100	BRANDON-SC	OUR TRUCK	641516	58836762
FRT ON BOARD DESTINATION, FRT PREPAID & AIDED						
Flora #	Ordered	Shipped	Backord	U-It	Unit Price	Extension
5953711	50	50		EA	4.20	210.00
WI 3/17-50 LINK 500						
	1	1			.50	.50
OR ABOVE SPECIAL ORDER DIED TO NON RETURNABLE						
17516	2	2		EA	51.25	102.50
10" HI TRANSITION BASKET						
	1	1			1.00	1.00
THIRING FREIGHT (A FOLLOW REF ED #103975 (16 HI HI BIR)						
Sub Total						314.00
Taxes						300.00

It is recommended that you check for any changes in rates and prices.
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