

AGENDA
CITY COUNCIL MEETING
August 2, 2016

1. [Approval of Minutes – July 19, 2016](#)
2. [Approval of Claims](#)

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

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

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

3. [Action on a Request by Grace Lutheran Church to block off the one block of 10th Street \(Main Street to Logan Street\) along the Willow Bowl for a Sunday School Rally Day festival on Sunday, September 11, 2016, from 8:00 a.m. to 1:00 p.m.](#)
4. Action on the request from the First United Methodist Church for 50% cost share on concrete removal and replacement of 50' of deteriorated alley behind the Verizon building

Background: Wayne has a 50% cost-share program for replacing sidewalks and commercial paved alleys. The abutting property owners can pay the other 50% as a one-time payment, or a paving district can be created and the City bids out the project if there are multiple owners and costs are to be assessed over time.

We can either use a recent local comparable bid to establish our 50% cost-share or bid out the work

Recommendation: Two recent bids in Wayne for similar work are:

- \$50.44/Sq. Yd. (for removal, subgrade compaction and new paving) on Windom Street; and
- \$57.75 Sq. Yd. this week for a 258 Sq. Yd. project replacing alley approaches and street crossings on W. 11th and W. 12th Streets.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to approve the cost-share request and use the Windom Street low bid of \$50.44 x 1/2 to establish our cost-share rate and allow the First Methodist Church to hire their own contractor.

5. [Action on Housing Rehabilitation Program Guidelines, Housing Reuse Plan for Recaptured and Program Income Funds, and Subordination Policy \(CDBG 14-CIS-006\)](#)

Background: These guidelines were prepared by the Nebraska Department of Economic Development for the use of these grant funds.

Recommendation: We are required by NDED to follow these guidelines to use the \$75,000 of CIS Owner-Occupied Housing Rehab Funds for three homes in the Southeast quadrant of Wayne

6. [Resolution 2016-50: Approving Preliminary Engineering Services Agreement Supplement No. 6 between the City of Wayne and Olsson Associates, Inc. — Wayne Trail – Phase 2](#)

Background: This agreement was prepared to allow NDOR to cover 80% of the additional engineering costs to re-route the trail off of Westwood Road and onto the field north. Every time there is a change in this project, a new Supplemental Agreement must be signed between the City, the engineer and NDOR.

Action on this agreement was tabled at the last meeting until City staff could assure the Council that the City has adequate funding in place to cover our local 20% match for the total project cost. The most recent engineer estimate in January 2016 of the total Phase II Trail cost, including the underpass, was \$1.9 million. The City's 20% share of \$2 million is \$400,000. Nancy has confirmed we have adequate local match with \$666,500 in other grants and City reserves set aside for the project, plus the TIF match of \$175,000.

Recommendation: The recommendation of Lowell Johnson, City Administrator, and Nancy Braden, Finance Director, is to approve the agreement to avoid delays in the project.

7. [Resolution 2016-54: Accepting Bid and Awarding Contract on the Nebraska Street Water Main Replacement Project — Penro Construction - \\$266,012.75](#)

Background: Wayne received \$130,000 in grant funds to do demolition of old buildings and owner-occupied housing rehab in the southeast quadrant of Wayne. We are required to match those funds with an improvement project of equal cost to the City in the same area.

This water main project will more than provide that match and will replace some of the oldest and undersized water main left in Wayne.

Recommendation: This project needs to be done because of the increasing incidents of breakage. This is the second time we bid this project out and still received only one bid. The recommendation of the project engineer and Lowell Johnson, City Administrator, is to accept the bid and award the contract.

8. [Resolution 2016-55: Accepting Bid and Awarding Contract on the “Alley Crossings on W. 11th and W. 12th Street Project”](#)

Background: These are two areas of serious street and alley approach deterioration that need repair. We have a long list of concrete work ahead for our City crew and chose to bid this out as an alternative. One of the concrete projects that will take a while is sidewalk ADA improvements along Windom Street. Because NDOR capped their cost-share to Wayne during the Windom Street project, all additional costs are 100% to the City of Wayne. The sidewalk ADA compliance is a requirement of the

Windom Street project. The contractor cost was high, so we pulled that out to do ourselves.

Recommendation: The recommendation of Joel Hansen, Street Superintendent, and Lowell Johnson, City Administrator, is to accept the bid and contract out the work.

9. [Resolution 2016-56: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events \(WSC Homecoming Parade and Band Day on Saturday, October 8, 2016\)](#)
10. [Action to approve Contract for Services between the City of Wayne and the Board of Trustees of the Nebraska State Colleges for the Homecoming/Band Day Parade Permit on Saturday, October 8, 2016](#)
11. **Action on Change Order No. 5 for the "2016 Wayne Aquatic Center Project" for a decrease in the amount of \$16,964.94 for deleting some walks, seeding and pipe painting - Christiansen Construction Co., LLC**
12. [Action on Contractor's Application for Payment No. 13 for the "2016 Wayne Aquatic Center Project" in the amount of \\$145,425.48 to Christiansen Construction Co., LLC](#)

Recommendation: The recommendation of Roger Protzman, project engineer, is to approve payment for this work done in compliance with the contract and approved by the engineer.

13. [Action on Change Order No. 2 for the "2015 Wastewater Treatment Facility Improvement Project" – an increase of \\$22,285.62 for adding pavement work that had deteriorated and extending the contract date by 8 days — Eriksen Construction Co., Inc.](#)

Background: Replacement of broken and sunken parts of the old entrance street into the wastewater plant is a part of the original bid. During the removal and sub grade preparation, Jeff Brady and I determined that some sections of additional street should be removed and replaced with new sub grade brought in. We verbally made that decision on the spot to avoid delays in the project so the work has been completed.

14. Action on Pay Application No. 12 for the “2015 Wastewater Treatment Facility Improvement Project” in the amount of \$33,150.00 to Eriksen Construction Co., Inc.

Recommendation: The recommendation of Roger Protzman, project engineer, is to approve payment for this work done in compliance with the contract and approved by the engineer.

15. Budget Work Session

16. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
July 19, 2016**

The Wayne City Council met in regular session at City Hall on Tuesday, July 19, 2016, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Nick Muir.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on July 7, 2016, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of July 5, 2016, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ALTEC INDUSTRIES, INC., SU, 555.18; AMERICAN RED CROSS, RE, 10.00; AMERITAS, SE, 2396.41; APPEARA, SE, 163.97; BAKER & TAYLOR BOOKS, SU, 599.50; CITY EMPLOYEE, RE, 88.00; BROWN SUPPLY, SU, 2315.42; BSN SPORTS, SU, 110.00; CERTIFIED TESTING SERVICES, SE, 5743.00; CHRISTIANSEN CONSTRUCTION, SE, 187702.27; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 10.00; CITY OF WAYNE, PY, 76138.76; CITY OF WAYNE, RE, 600.00; COMMUNITY HEALTH, RE, 4.00; COPY WRITE PUBLISHING, SU, 36.66; CUMMINS CENTRAL POWER, SE, 916.03; DAVE'S DRY CLEANING, SE, 75.00; DUTTON-LAINSON, SU, 1310.33; CITY EMPLOYEE, RE, 696.47; EMPLOYERS MUTUAL CASUALTY, RE, 428.28; ERIKSEN CONSTRUCTION, SE, 52422.00; CITY EMPLOYEE, RE, 9.00; GAMBLE LANDSCAPING, SE, 6420.00; GERHOLD CONCRETE, SU, 2127.64; HAWKINS, INC, SU, 406.36; ICMA, SE, 7600.07; INGRAM BOOK CO, SU, 1272.33; IRS, TX, 26747.41; ISLAND SPRINKLER SUPPLY, SU, 288.50; JOHN'S WELDING AND TOOL, SU, 1010.03; CITY EMPLOYEE, RE, 1046.93; LOVE SIGNS, SU, 162.50; MARCO, SE, 126.36; MICHAEL FREDERICK, SU, 24.00; MIDWEST LABORATORIES, SE, 101.50; NE DEPT OF REVENUE, TX, 3641.82; NE

LIBRARY ASSOCIATION, FE, 335.00; PENGUIN RANDOM HOUSE, SU, 124.00; CITY EMPLOYEE, RE, 10.76; PROVIDENCE MEDICAL CENTER, SE, 137.19; RECREATION SUPPLY CO, SU, 665.85; CITY EMPLOYEE, RE, 3194.18; SPARKLING KLEAN, SU, 3214.82; STATE NEBRASKA BANK, RE, 297.10; SUPERCIRCUITS, SU, 620.00; TYLER TECHNOLOGIES, SE, 1075.00; UNITED WAY, RE, 5.00; US BANK, SU, 3884.20; VIAERO, SE, 132.53; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, SE, 1591.76; WAYNE SWIM TEAM, SU, 963.59; WAYNE VETERINARY CLINIC, SE, 294.00; WESCO, SU, 65.54; WHITE REALTY & APPRAISAL, SE, 1000.00; WISNER WEST, SU, 91.16; ZACH HEATING & COOLING, SU, 1823.00; ALL-AMERICAN PUBLISHING, SU, 574.00; AMAZON.COM, SU, 1021.68; AMY K. MILLER, SE, 5416.67; APPEARA, SE, 66.08; BARONE SECURITY SYSTEMS, SE, 1155.60; CITY EMPLOYEE, RE, 197.27; BINSWANGER GLASS, SE, 99.00; BROWN SUPPLY, SU, 867.69; BSN SPORTS, SU, 180.00; CITY OF WAYNE, FE, 600.00; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, FE, 1200.00; CITY OF WAYNE, RE, 45.00; CITY OF WAYNE, RE, 283.83; DEARBORN NATIONAL LIFE, SE, 2101.66; CITY EMPLOYEE, RE, 145.54; EASYPERMIT POSTAGE, SU, 1787.08; ECHO GROUP, SU, 1633.33; FASTENAL, SU, 33.87; FLOOR MAINTENANCE, SU, 361.13; GALE GROUP, SU, 24.74; GERHOLD CONCRETE, SU, 167.56; HOA SOLUTIONS, SE, 1147.77; INTERSTATE INDUSTRIAL SERVICE, SE, 303.28; ISLAND SPRINKLER SUPPLY, SU, 370.94; ITRON, SE, 3626.04; KRIZ-DAVIS, SU, 1963.66; KTCH, SE, 644.00; LUTT OIL, SU, 5033.84; MICHAEL TODD & CO, SU, 180.83; MITTERA GROUP, SU, 527.50; NE DEPT OF ROADS, SE, 37825.36; NE SAFETY COUNCIL, SE, 203.78; NPPD, SE, 387141.07; NORTHWEST ELECTRIC, SU, 162.97; PCF, LLC, SE, 26499.00; PLUNKETT'S PEST CONTROL, SE, 187.44; QUALITY FOODS, SU, 10.39; SIOUX CITY JOURNAL, SE, 273.35; ST OF NE-CHARITABLE GAMING DIV, TX, 897.42; STADIUM SPORTING GOODS, SE, 100.00; STAPLES, SU, 758.88; STATE NEBRASKA BANK, RE, 377.24; THOMPSON ELECTRIC, SE, 560.00; THRASHER, SE, 4560.00; VERIZON, SE, 99.79; WAED, SE, 7216.66; WAYNE SWIM TEAM, SE, 200.00; WESCO, SU, 1652.08

Councilmember Sievers made a motion and Councilmember Haase seconded to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Mayor Chamberlain stated the City Council would be hearing public comments on agenda items 5, 6, 9, 12 and 13.

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

Dr. Ken Liska, representing the Wayne Masonic Lodge, was present to report that the date set for the “Cornerstone Ceremony” for the new Wayne Aquatic Center will be Saturday, August 27, 2016, at 2:00 p.m. at the Wayne Community Activity Center.

The Wayne Area Economic Development Marketing Committee gave an update on the “Welcome to Wayne Sign Project.” In addition, they wanted input from the City Council on other projects they would like to undertake with the remaining LB840 funds of approximately \$9,000 (e.g. banners on the highways). Wes Blecke, Director of Wayne Area Economic Development, and Lukas Rix were present representing the Committee. The remaining \$9,000 would purchase around 36 banners. To be able to use the remainder of those funds for a different project would require a new LB840 application. Council consensus was to have the Wayne Area Economic Development Marketing Committee pursue the particulars for banners and reapply for LB840 Funds.

Wes Blecke, Director of Wayne Area Economic Development, was present and advised the Council that the LB840 Sales Tax Advisory Committee met and reviewed one application to Wayne’s Economic Development Program Fund. The Committee reviewed the request of Lukas Rix for a \$55,000 loan to purchase and rehab the “old 1912 City Hall” property. The requested terms were for a \$55,000 zero/low interest loan for five years.

After the Committee reviewed the application, their recommended terms included a \$55,000 loan at 0% interest for 5 years, with the additional requirement that the project must commence within 12 months. With five members of the Committee present, the vote to recommend approval with the modified terms was unanimous.

Lukas Rix was present to answer questions. He stated the building would house a brewery and additional floor space for Rustic Treasures.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, approving the recommendation of the LB840 Sales Tax Advisory Committee on the application of Lukas Rix for a \$55,000, 0% interest loan, with payback over 5 years, to purchase

and rehab the “old 1912 City Hall” property. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Discussion took place on the “Tuffern Blue Estates Subdivision Agreement.” Administrator Johnson stated this agreement does not address the water line. It is understood that the subdivision will connect to the City’s water system, but it does not specify where.

Councilmember Giese made a motion and Councilmember Eischeid seconded to approve the “Tuffern Blue Estates Subdivision Agreement.”

Councilmember Eischeid opined he thought Subsection F of Section I relating to sidewalks should be deleted.

Joel Hansen, Street Superintendent, advised the Council that the City already has the authority to require sidewalks if the property would be annexed and rezoned R-1 in the future.

Councilmember Giese amended his motion, which was seconded by Councilmember Eischeid, to approve the “Tuffern Blue Estates Subdivision Agreement,” as amended (delete Subsection F of Section I relating to sidewalks).

Todd Luedeke, who was present, advised the Council he had some concerns about the park fee provision in the agreement. He understood that there were a couple of other subdivisions where the park fees were either not collected or not included in the subdivision agreements. He requested his park fee be waived or paid until the other park fees have been paid.

Joel Hansen stated Wayne Municipal Code states that after one year, he cannot issue any more building permits in the subdivision until the park fee is paid.

Councilmember Eischeid did not like charging a park fee to subdivisions outside city limits. In addition, he did not think Mr. Luedeke should have to pay the park fee until the other park fees are paid.

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

Joel Hansen, Street Superintendent, stated the following Resolution would approve the Preliminary Engineering Services Agreement Supplement No. 6 between the City of Wayne and Olsson Associates, Inc. for the Wayne Trail – Phase 2 Project. Because of the new alignment for the trail, Olsson Associates, Inc. has estimated a list of hours that it will take to redesign the trail. The actual cost will increase from \$114,934.07 to \$135,009.33. The total agreement amount will increase from \$128,371.50 to \$151,021.50, which is an increase of \$22,650.00, and which the consultant must not exceed without the prior written approval of the State.

Council had concerns about having adequate monies in the budget to accommodate the increase in costs. Administrator Johnson stated he would have Finance Director Braden add up what the City already has allocated towards the project and distribute the same to them via email.

Councilmember Eischeid made a motion and Councilmember Giese seconded to table action on Resolution No. 2016-50 approving the Preliminary Engineering Services Agreement Supplement No. 6 between the City of Wayne and Olsson Associates, Inc. - Wayne Trail – Phase 2 Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Administrator Johnson stated the City received two bids on the demolition of the 201 S. Windom Street and 819 6th Street properties. Milo Meyer Construction had the low bid for 201 S. Windom Street - \$4,450.00. Big Red Renovators had the low bid for 819 6th Street - \$2,500. His recommendation was to award each of the projects to the low bidder.

Councilmember Giese introduced Resolution No. 2016-51 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2016-51

A RESOLUTION ACCEPTING BID ON THE RAZING OF TWO PROPERTIES (DEMOLITION AND REMOVAL OF THE STRUCTURES) LOCATED AT 201 S. WINDOM STREET AND 819 6TH STREET.

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

The following Resolution would allocate \$70,669 in property tax to the Wayne Municipal Airport Authority. This is an annual request that the Airport Authority makes to the Council. This amount represents about \$.035 of the \$.45 property tax allocation that the City could receive. Last year's allocation was \$68,680.

Nancy Braden advised the Council that the airport's next major project, which is scheduled for next year and will be funded by the FAA, is to pave a north/south parallel taxiway.

Councilmember Brodersen introduced Resolution No. 2016-52 and moved for its approval, Councilmember Sievers seconded.

RESOLUTION NO. 2016-52

A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY TAXES TO THE WAYNE AIRPORT AUTHORITY.

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

Administrator Johnson stated the City received two proposals on the "Logan Creek and Highway 15 Walking Trail Bank Stabilization Project." After reviewing the proposals, he recommended that Council approve Option A of McLaury Engineering Inc., for \$9,950.

Steve Rames of McLaury Engineering, Inc. was present to explain the options in his proposal.

Councilmember Eischeid introduced Resolution No. 2016-53 and moved for its approval, Councilmember Greve seconded.

RESOLUTION NO. 2016-53

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT BETWEEN THE CITY OF WAYNE AND MCLAURY ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE “LOGAN CREEK AND HIGHWAY 15 WALKING TRAIL BANK STABILIZATION PROJECT” — OPTION A FOR \$9,950.00.

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

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, setting the date for the budget work session for Tuesday, August 2, 2016, after the regularly scheduled Council meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the revisions to Chapter XIII – General Offenses of the Municipal Code Update. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent, updated the Council on the recent Nebraska Department of Roads’ meeting concerning the future of the proposed Highway 35 Expressway from South Sioux City past Wayne to Norfolk, and the Nebraska Department of Roads’ completion of the Highway 275 Expressway.

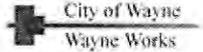
Wes Blecke, Executive Director of Wayne Area Economic Development, also attended the meeting. He would like to see Highway 275 completed. If that would happen, then some of the Highway 275 supporters might help Wayne to get the Highway 35 Expressway completed. With 275 completed, he could then market Wayne as being 15 miles from a 4-lane highway.

Councilmembers were encouraged to contact the NDOR supporting the Highway 35 Expressway.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried and the meeting adjourned at 7:01 p.m.

CLAIMS LISTING

AUGUST 2, 2016



Vendor Name		
AMERICAN RED CROSS	PAYROLL DEDUCTIONS	10.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,759.03
APPEARA	MAT & LINEN SERVICE	171.43
ARNIE'S FORD INC	STREET TRUCK	52,460.00
BARCO MUN PRODUCTS INC	CONES/I-BEAM	972.08
BELDEN LUMBER	HANK OVERIN FENCE	2,750.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	212.94
BENSCOTER INC	ANGEL ACRES INTERSECTION	8,464.10
BLACK HILLS	GAS BILLS	424.03
BOMGAARS	TOOLS/FASTENERS/PAINT/ETC	981.57
C. H. GUERNSEY & COMPANY	POWER/TRANSMISSION/GENERATION SERVICES	16,218.17
CARHART LUMBER COMPANY	DISPOSAL MOTOR/SANDER/PIPE/ ETC	648.17
CITY EMPLOYEE	SAFETY BOOTS	150.00
CENTURYLINK	TELEPHONE CHARGES	416.01
CITY OF WAYNE	ANGEL ACRES INTERSECTION	3,323.90
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUNDS	450.00
CITY OF WAYNE	PAYROLL	78,012.95
CITY OF WAYNE	UTILITY REFUNDS	673.20
CLARITUS, INC.	POSTAGE METER SUPPLIES	227.99
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
DANKO EMERGENCY EQUIPMENT	FIRE PANT/SUSPENDERS	319.40
DAS STATE ACCOUNTING	TELECOMMUNICATION CHARGES	448.00
DE LAGE LANDEN FINANCIAL	SENIOR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	103.20
DGR & ASSOCIATES CO	INNER EAST/WEST CONVERSION	5,670.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	425.11
DUTTON-LAINSON COMPANY	BOX PAD/POLE FIXTURE	2,032.62
ECHO GROUP INC JESCO	CLAMP METER/CONNECTOR/WIRE	596.18
FIRST CONCORD GROUP LLC	FLEX	3,022.98
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	524.10
GEMPLER'S INC	SHOVELS	247.70
GEOCOMM INC	E911 MAINTENANCE SERVICES	2,084.00
GERHOLD CONCRETE CO INC.	CONCRETE	95.00
GROSSENBURG IMPLEMENT INC	FILTERS/OIL/BLADE	589.46
HAWKINS, INC	POOL CHEMICALS	583.48
HEWLETT-PACKARD	FIRE DEPT COMPUTERS	2,426.19
HOLLIS FRESE	COOLING SYSTEM INCENTIVE	30.00
HOMETOWN LEASING	COPIER LEASES	412.88
ICMA RETIREMENT	PAYROLL RETIREMENT	7,650.08
INLINE BARRICADES	TRANSFER STATION BARRIERS	721.00
IRS	PAYROLL TAXES	28,531.03
IRS-DEPT OF TREASURY	HEALTH INSURANCE TAX	84.63
JEO CONSULTING GROUP	AQUATIC/BIOSOLID/SLUDGE/GENERAL ENGINEERING	9,349.00
JOSH HOPKINS	LB 840 LOAN	35,000.00
CITY EMPLOYEE	VISION REIMBURSEMENT	35.00
KRIZ-DAVIS COMPANY	CONNECTORS/LED LIGHTS	543.86
LUTT OIL	POWER PLANT DIESEL FUEL	12,900.00
MARRIOTT HOTELS	LODGING-BENSCOTER	238.00

MATHESON TRI-GAS, INC.	OXYGEN	54.74
MUNICIPAL PIPE SERVICES, INC.	LINE STOP	3,012.00
N.E. NEB ECONOMIC DEV DIST	JUNE 16 WRLF SERVICES	45.00
NHHS	NEW POOL PERMIT	40.00
NE DEPT OF REVENUE	PAYROLL TAXES	3,957.97
NE NEB INS AGENCY INC	RURAL FIRE INSURANCE	4,459.00
NE POWER REVIEW BOARD	POWER ASSESSMENT	722.40
NE PUBLIC HEALTH LAB	FLUORIDE/POLICE SERVICES	523.00
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	9.70
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES/RATE DISPUTE	12,692.44
OLSSON ASSOCIATES	AIRPORT PUMP STATION	562.55
PAC N SAVE	SUMMER READING SUPPLIES	49.03
PCF, LLC	CAC RUBBER FLOOR/COVE BASE	125.00
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
POLLARD PUMPING	CHICKEN DAYS PORT A POTTIES	1,450.00
RESCO	FUSE LINKS/GROUND ROD/CONNECTORS/PINS	704.94
RUSTIC TREASURES LLC	LB 840 LOAN	55,000.00
SEBADE HOUSING LLC	TIF PRINCIPAL & INTEREST	1,490.40
SHOPKO	OFFICE SUPPLIES	122.38
STADIUM SPORTING GOODS	SHIRTS/EMBROIDERY	90.00
STAPLES	OFFICE SUPPLIES	175.53
TITAN MACHINERY	SOIL PULVERIZER	1,600.00
TRANS-IOWA EQUIPMENT, INC	STREET SWEEPER BROOM	369.86
UNITED WAY	PAYROLL DEDUCTIONS	5.00
VAN DIEST SUPPLY	WEED KILLER	403.50
VIAERO	CELL PHONE CHARGES	246.89
WAYNE AREA ECONOMIC DEVEL	REGISTRATION-S SHADDEN	50.00
WAYNE AUTO PARTS	TOOLS/FILTERS/BATTERY	818.13
WAYNE COUNTY COURT	BONDS	300.00
WAYNE COUNTY TREASURER	VEHICLE REGISTRATION	3,727.45
WAYNE SUMMER SPORTS COMPLEX	CHICKEN DAYS CONCESSIONS	205.51
WESCO DISTRIBUTION INC	CABLE ACCESSORIES/FIRE SAFETY CLOTHING	580.21
WISNER WEST	FD GASOLINE	105.21

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Betty McGuire - Council Meeting Agenda Item

From: Brian Kesting
To: Betty McGuire
Date: 7/13/2016 4:29 PM
Subject: Council Meeting Agenda Item

Betty,

Grace Lutheran Church would once again like to seek permission to close one block of 10th Street from Main Street to Logan Street on Sunday, September 11th for Church/Sunday school services in the Willow Bowl with a church potluck to follow on the street. I don't remember off the top of my head what times we used in past years, but seeking the same setup as the last several years.

Thanks,

Brian

City of Wayne Housing Rehabilitation Program Guidelines

PURPOSE

It is the goal of City of Wayne to assist low income households to improve the health and safety of their living conditions through housing rehabilitation. The Nebraska Affordable Housing program (NAHP) utilizing Community Development Block Grant (CDBG) plays a vital role in increasing the number of good, habitable dwelling units and improving the housing stock by providing low-interest loans to homeowners to rehabilitate their homes. The program will prevent the spread of blight and its influence, provide assistance to those persons of the greatest need, improve the availability and desirability of housing, discourage the abandonment or neglect of residential dwelling units, promote continued home ownership, increase the attractiveness of existing neighborhoods, and increase local employment. This program will be operated by City of Wayne through its City Council members. The City of Wayne is responsible for the establishment of the following guidelines.

This program shall be conducted in a manner **to be** in compliance with the Fair Housing Act. City of Wayne will comply with the Fair Housing Act and the following regulations:

Sec. 818. [42 U.S.C. 3617] Interference, coercion, or intimidation; enforcement by civil action. City of Wayne's housing rehabilitation program does not coerce, intimidate, threaten, or interfere with any person seeking housing rehabilitation funds from City of Wayne. City of Wayne does not discriminate when loaning housing rehabilitation funds based on race, color, religion, sex, handicap, familial status, or national origin and has in fact adopted a Fair Housing Resolution. City of Wayne will follow the following CFR regulations for implementing the Fair Housing Act for HUD funded programs.

Title 24 CFR 100 Subpart C provides City of Wayne's housing rehabilitation program with interpretations of conduct that is unlawful under section 805. City of Wayne will follow these interpretations when providing financial assistance for the rehabilitation of a dwelling. City of Wayne does not discriminate when loaning rehabilitation funds based on race, color, religion, sex, handicap, familial status, or national origin and has, in fact, adopted a Fair Housing Resolution.

Title 24 CFR 100 Subpart D provides City of Wayne's housing rehabilitation program with guidance to permit handicapped persons reasonable modifications of the existing dwelling that is being rehabilitated.

Title 24 CFR 100 Subpart F provides City of Wayne's housing rehabilitation program with guidance of conduct that is unlawful under Section 818 of the Fair Housing Act.

Title 24 CFR 107 is used to take action necessary and appropriate to prevent discrimination because of race, color, religion, sex, handicap, familial status, or national origin. Under this section City of Wayne insures that all legal documents contain provisions regarding discrimination. City of Wayne maintains racial, national origin and sex data required by the department in connections with its programs.

Title 24 CFR 110 sets forth regulations regarding the purpose and location of posters. City of Wayne has its posters prominently displayed, and of proper size, so they can be read by all persons seeking housing. City of Wayne letterhead and all housing brochures bear the Fair Housing logo.

1.0 Applicant Eligibility

1.1 General (Conflict of Interest)

No member of the governing body, official employee, agent or member of their immediate family of the City of Wayne who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the housing rehabilitation program shall directly or indirectly benefit from this program, unless the Nebraska Department of Economic Development (NDED) has

granted written exception to that member. This prohibition shall continue for one year after an individual's relationship with City of Wayne ends. Any other employee, officer, or board member may be eligible, but will be treated no differently in the determination of applications accepted for funding. Enclosed with this person's application shall be a statement of disclosure which outlines the nature of the possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any housing rehabilitation grant related issues.

1.2 Income Eligibility

Households receiving assistance under this program will be at or below 80% of the Area Median Income (AMI) for Wayne County as established by the Department of Housing and Urban Development (HUD). Annual anticipated gross income (as defined in 24 CFR 5.609) is the gross income of all adult household members that is anticipated to be received during the upcoming 12 months. Third-party verifications and various credit checks, recent pay stubs and tax returns will determine the applicant's eligibility for the program. For the purposes of confidentiality, a statement by the Housing Specialist, who has been presented with adequate documentation to verify that program participants meet the income thresholds as defined by HUD, shall be deemed sufficient to document low-income status when applications are presented to the NED Inc. board.

2.0 PROPERTY ELIGIBILITY

2.1 Location

The housing units to be rehabilitated will be located within the Comprehensive Investment & Stabilization (CIS) targeted area within the city limits of the City of Wayne and are subject to limitations set forth by individual NAHP grant rules. Housing units to be rehabilitated cannot be located within a Special Flood Hazard Area (SFHA). The units must also abide by all other policies set forth in these guidelines.

2.2 Unit Characteristics

Only owner-occupied (primary residence), single family housing units, which are currently in substandard condition, will be eligible for rehabilitation. Mobile homes, housing connected to other space used for commercial purposes, and rental properties are not eligible for assistance. Housing units located within a Special Flood Hazard Area will not be eligible for assistance. Duplexes are eligible for assistance if one unit is owner-occupied (primary residence) and rent is charged for the other half of the duplex, which counts toward the applicant's household income. Land contracts, real estate contracts, or properties in life estates are not eligible for the housing rehabilitation program. Homeownership is determined by obtaining and reviewing a copy of the filed property deed. The homeowner is responsible for the completion of the Homeowner Property Title Verification form included in the application.

2.3 Taxes

Property taxes must be paid current at the time the application is submitted. Property taxes must be kept current throughout the homeowner's loan or forgivable loan repayment period in order to remain in compliance with the program.

2.4 Insurance

Owner-occupants are required to carry a basic property insurance policy of at least one hundred percent (100%) of the unit's replacement cost. All proceeds resulting from insurance must be applied toward the cost of needed repairs to the home. Documentation of repairs completed must be provided. At City of Wayne's discretion insurance proceeds may be held pending the completion of the repairs. The above-referenced insurance coverage must be carried on the unit for the entire duration of the rehabilitation loan term. City of Wayne will be named as a loss-payee on all insurance policies.

2.5 Types of Improvements

All units must be improved to meet the NDED Minimum Rehabilitation Standard at the completion of the rehabilitation. The following items listed are eligible expenditures to bring a unit up to Minimum Rehabilitation Standards:

Structural Repairs: Foundations; sagging or rotting beams; joists and columns; stairs and porches; roofs; chimneys; and floors.

Modernization of: Plumbing and plumbing fixtures; furnace and water heaters; and lighting and wiring.

General Interior Renewal and Modernization to: Wall, ceiling and floor repair; painting and paneling; **(no lead based paint will be used)** room rearrangement; additions to alleviate over-crowding conditions.

Energy Conservation and Weatherproofing: Ceiling and wall insulation; window and door repair or replacement; caulking and weather-stripping; installation of storm windows and doors; roof covering removal and installation; siding and trim painting or replacement.

The correction of Minimum Rehabilitation Standard deficiencies is given top priority in the rehabilitation process.

The following items can also be included in the rehabilitation work **if funding is available** and these items contribute to the health, safety and/or well-being of the occupant, or the items contribute to the structural integrity or long-term preservation of the unit:

Handicap accessibility items; painting **(no lead based paint will be used)**; paneling; carpeting; improving clothes closets or shelving; improving kitchen cabinets; air conditioning; sidewalk repair.

3.0 MINIMUM HOUSING REHABILITATION STANDARDS/CODE ENFORCEMENT

3.1 Condition

At the completion of rehabilitation, units must comply with the NDED Minimum Rehabilitation Standards. The unit's condition must be such that it can be rehabilitated at a reasonable cost. (See Section 4.5 of the guidelines.)

Lead-Based Paint Hazard Control:

Lead-based paint removal or remediation will be completed in accordance with HUD's Lead Safe Rule.

Hazardous Conditions:

Hazardous conditions are subjective, but generally are defined as urgent health and/or safety issues as determined by the Housing Specialist on a case-by-case basis. Program participants, shall receive as part of the application packet, a copy of the HUD brochure entitled "Protect Your Family From Lead In Your Home" regarding information about lead-based paint. The signed receipt of this brochure by the program participant will be documented in the application.

3.2 Lead-Based Paint Hazard Evaluation and Reduction

1. For work under \$5,000 – "Do No Harm"
Safe work practices must be followed for all rehabilitation activities, and paint disturbed during the rehabilitation project must be repaired. Clearance of the worksite must be performed.
2. For work between \$5,000 and \$25,000 – Risk Assessments and Interim Controls

Interim controls must be performed on hazards identified by the risk assessment and paint disturbed during the rehabilitation project must be repaired. Interim controls include paint stabilization, dust removal, preventive maintenance that keeps lead hazards from developing, treating some or all friction and impact surfaces, and covering contaminated bare soil. If there are more than 9 ft² of bare soil, which has not been tested, soil treatment is required (24 CFR 35.1330). Bare soil can be covered with appropriate treatments such as gravel, wood chips, sod or permanent covering.

OR Presume Presence of Lead and Perform Standard Treatments

If lead-based paint and/or lead-based paint hazards are presumed or exist, standard treatments must be carried out for the entire unit. Standard treatments include:

- Paint stabilization
- Making horizontal surfaces smooth and cleanable
- Correction of dust generating conditions
- Treatment of bare soil exceeding 9 ft²
- Safe work practices while the work is being performed
- The unit must pass clearance

A person performing interim controls must be trained in accordance with the hazard communication standard for the construction industry issued by the Occupational Safety and Health Administration of the U.S. Department of Labor at 29 CFR 1926.59, and either be supervised by an individual certified as a lead-based paint abatement supervisor or have completed successfully one of the following lead-safe work practice courses, except that this supervision or lead-safe work practices training requirement does not apply to work that disturbs painted surfaces less than the de minimis limits of Sec. 35.1350(d):

- I. A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225
 - II. A lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225 or
 - III. Another course approved by HUD for this purpose after consultation with the EPA. A current list of approved courses is available on the Internet at <http://www.hud.gov/offices/lead>, or by mail or fax from the HUD Office of Healthy Homes and Lead Hazard Control at (202) 755-1785, extension 104. Persons with hearing or speech impediments may access the above telephone number via phone or TTY by calling the toll-free Federal Information Relay Service at 800-877-8339.
 - IV. The Remodeler's and Renovator's Lead-Based Paint Training Program, "prepared by HUD and the National Association of the Remodeling Industry; or
 - V. Another course approved by HUD for this purpose after consultation with EPA. (4)
3. For work over \$25,000 – Interior Risk Assessment and Abatement and Exterior Stabilization Surfaces painted with lead-based paint that is disturbed during rehabilitation and those hazards identified by the risk assessment must all be abated. Abatement includes removing lead-based paint from surfaces, enclosure methods, removing and replacing components painted with lead-based paint and removing and replacing contaminated bare soil exceeding 9 ft² in area. Abatement methods that last 20 years are considered to be permanent.

OR Presume Lead and Perform Full Abatement

If you presume the presence of lead-based paint and/or lead-based paint hazards, the surfaces being disturbed during rehabilitation and all applicable surfaces – deteriorated, friction, impact and accessible (chewable) surfaces and bare soil surfaces in excess of 9 ft² – must be abated.

3.3 Relocation Policy

Relocation for the homeowner is voluntary (reference 49 CFR 24.101). If temporary relocation should be deemed necessary through the Risk Assessment, the program will pay up to \$500 for out of pocket expense to ensure the health and safety of the residents. The homeowner will be notified before rehabilitation begins that the maximum amount for relocation expenses is \$500. If the homeowner participates in the program, they voluntarily accept the \$500 limit for relocation expenses. The owner-occupant must provide receipts and the receipts must be reviewed and approved by City of Wayne in order for the owner-occupant to be reimbursed.

3.4 Environmental Concerns

Agencies requiring compliance with historic designations, floodplains, archeological significance, etc. will be consulted prior to action or rehabilitation being implemented on the unit. A unit determined by such agencies to have compliance issues will be rehabilitated only in accordance with predetermined guidelines for such actions.

4.0 Types of Financial Assistance

4.1 Loan Program

An applicant's gross annual income and net worth of assets will be calculated based upon the Technical guide for Determining Income and Allowances for the HOME Program, Second Edition, Chapter Three – Calculating Annual Gross Income. An annual Income Worksheet based upon the applicant's anticipated gross annual income will be created and appropriate loan level determined.

City of Wayne will provide current income thresholds to the applicant. These thresholds are set annually by HUD. Current income thresholds can be found at www.huduser.org/portal/datasets/il.html

The loan shall consist of a 0% forgivable loan over a ten year affordability period. Forgiveness of the loan is based on the number of full years the property is owner/occupied as the primary residence. A year is calculated from the exact date of the loan closing to the corresponding date one year later. No forgiveness will be recognized for partial years. The amount of the loan forgiven will be 20% for each full year of residence after (5) years with 100% forgiveness at the end of 10 years.

The **loan** amount is based in direct relation to the amount of rehabilitation provided to borrower(s), in an amount up to \$25,000. This amount can be limited or exceeded by the City of Wayne after consideration of all relevant information, including that found within Section 4.5-Economic Feasibility for Rehabilitation. (Refer to 24CFR 35, Subpart J). Although decisions of the City of Wayne in such cases are based upon some subjective considerations, there must be a sound factual basis for the City of Wayne to approve expenditures of more than \$25,000 per dwelling unit. Such decisions shall be made only upon recommendation of the Housing Specialist who must ensure adequate documentation is in the file to show the rationale behind such decision.

The 10-year affordability period will be ensured by a Deed of Trust, in the amount equal to the loan amount and will be placed on the property at the time the homeowner (s) signs the Promissory Note. This lien, in favor of City of Wayne will take a subordinate position to all existing liens. At the request of the borrower, future equity loans that require a release or subordination of the City of Wayne lien will require the balance to be paid off unless the City of Wayne received a written explanation of need and issues a waiver of this clause. All subordination requests will follow City of Wayne's subordination policy (attached as Appendix B). The homeowner is required to pay all closing and filing costs associated with the refinance and subordination. The City of Wayne will determine whether a request for loan subordination is approved or denied.

The property must be the borrower(s) primary residence throughout the duration of the loan term. In the event the borrower(s) or his/her heirs sell or transfer said property, the net sale proceeds, less all other superior loans and liens on the property will be applied to satisfy the unpaid balance of the loan. If the property becomes non-owner occupied, is vacant for a period or more than 90 days, or is

converted to rental property, the loan will be in default. With the loan being in default whole of said principal sum remaining unpaid shall immediately become due and payable. The Housing Specialist may re-inspect the property, at any time throughout the duration of the loan term, to ensure that the property is the borrower(s) primary residence. Property owners will be given proper 24 hour notification prior to inspection.

4.2 Loan Payments

Loan repayment shall become due and payable up to the amount of net proceeds, if any, in the event the borrower or his or her heirs shall sell, rent or otherwise convey the said property, or should the borrower(s) not occupy the said property as their primary residence according to the terms of Section 4.1 – Loan Program. Net proceeds are the sales price minus superior loan repayment (other than CDBG funds) and any closing costs.

4.3 Leveraged Income Sources

Additional funding may be available for applicants through other sources that provide weatherization and housing rehabilitation programs, such as USDA Rural Housing Programs: Direct Loan Program (Section 502), Home Repair Loan and Grant Program (Section 504), Nebraska Energy Office Low Interest Loan, Northeast Nebraska Community Action Partnership Weatherization Program, and Making Homes Accessible.

4.4 Hardship Review

In the case of unforeseen hardship or incapacitation, the borrower(s) may request City of Wayne to waive repayment or establish a repayment schedule for the amount owed up to the amount of net proceeds, if any. Net proceeds are the sales price minus superior loan repayment (other than CDBG funds) and any closing costs.

4.5 Economic Feasibility for Rehabilitation

If it is determined that the cost of rehabilitation of a unit is so great that the expenditure of program funds upon it is not justified, the project is deemed not economically feasible. The determination shall be made by the City of Wayne after reviewing the opinion of the Housing Specialist.

A property is generally not economically feasible for rehabilitation if any one of the following criteria applies (criteria is intended as a guide and not as absolute determinants):

1. The estimated cost of rehabilitation exceeds \$25,000
2. The estimated cost of rehabilitation exceeds \$25 per square foot of floor space (considering livable floor space of the entire unit).

If the property exceeds any of the above listed criteria, the City of Wayne shall review the application. The City of Wayne will render one of the following decisions;

1. The project is deemed not economically feasible and ineligible for funding. If the City of Wayne renders the decision of not economically feasible, the applicant may request reconsideration at which time he/she may present evidence in favor of the project.
2. The project may be approved with a funding limitation of less than \$25,000 to meet economic feasibility requirements while addressing energy efficiency and/or health and safety factors. With funding limitation the unit would still meet HQS/NDED Minimum Rehabilitation Standards.
3. The project may be delayed for further study and possible consideration.
4. If the project is deemed not economically feasible because it is inhabitable, the City of Wayne will consider providing alternative assistance to the homeowner, such as replacement housing of an existing unit in the community or for new construction at the existing unit location. An amendment approved by DED would be needed to change the sources and uses of grant funding. All

inspections and procedures for the down payment assistance activity would apply. Newly constructed homes, if applicable, must meet or exceed the 2009 (or most current) International Energy Conservation Code. Building specifications must be approved by the Nebraska Energy Office.

4.6 Per Unit Rehabilitation Limitations

1. The estimated cost of rehabilitation will not exceed the maximum per unit NAHP subsidy as found on the NDED website: <http://www.neded.org/community/community-info/documentslibrary-a-forms/trust-fund>
2. The after-rehabilitation value will not exceed 95% of the median purchase price for the area. Refer to: <https://www.onecpd.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

4.7 Foreclosure

Lender shall give the notice in writing to Borrower(s) following Borrower's breach of any covenant or agreement in the Note and the Deed of Trust of which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrower(s) by which the default must be cured and (d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured, the Deed of Trust and resale of the property. Upon acceleration of the sum secured and resale of the property, City of Wayne shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, City of Wayne fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to be recaptured by City of Wayne.

4.8 Bankruptcy

In the event Borrower becomes a bankruptcy debtor, or voluntarily offers to creditors terms of composition, or in the event a receiver is appointed to liquidate and wind up the affairs of Borrower, Lender may declare due and immediately payable all unpaid loan installments and shall have a claim therefore which shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

5.0 APPLICATION PROCESS

5.1 Application Process

In order to obtain an application, the applicant must call or visit the City of Wayne office or the Northeast Nebraska Economic Development District (NENEDD) acting as housing administrators. The application will consist of sections regarding household size and composition, income, legal description of the property, and net worth. During the application review, NENEDD staff will recommend and refer those applicants who qualify for other programs, to agencies such as Northeast Nebraska Community Action Partnership and USDA Rural Development. Applications are accepted year round on a first-ready, first-serve basis. If funding for a program has been depleted, a pre-application will be provided to the potential applicant and once the pre-application has been received in the City of Wayne office, the applicant will be placed on the waiting list until adequate funding is available. When adequate funding is available for an applicant on the waiting list, an application will be mailed to the client.

5.2 Return Beneficiaries

Owner-occupants are eligible for additional assistance; however, priority will be given to applicants that have not received prior funding. The request for additional funding will be evaluated by the housing specialist on a case-by-case basis. Owner-occupants, who satisfy current program

requirements and move in to another eligible unit in the community, will be considered eligible for the program on a case-by-case basis.

5.3 Preliminary Inspection

Once income eligibility has been determined, the applicant will be contacted by the Housing Specialist to arrange a time to conduct the preliminary inspection. At the time of the preliminary inspection, the Housing Specialist will obtain any additional information needed to complete the application process. The Housing Specialist performs the preliminary inspection to provide more specific information for the Work Write-Up form. The Work Write-Up form is a detailed listing of all improvements to be made to the unit. It enumerates all materials, labor needed, and the estimated cost of materials/labor for the project. The estimated project costs along with the value of the property and existing mortgage on the property determines the economic feasibility of the rehabilitation project. These factors provide the City of Wayne a good indication of whether the house is economically feasible for rehabilitation.

5.4 Procedure for Approval or Denial

The City of Wayne will utilize Northeast Economic Development, Inc. (NED, Inc.'s) Board of Directors to make the initial recommendation for approval or denial. Completed applications will be presented to the NED Inc. board in the order in which they are received. Applications will not be presented to the NED INC. Board until the applicant has signed the Housing Rehabilitation Guidelines Acknowledgment form and it has been returned to the Housing Specialist. Complete applications will be presented to the NED INC. Board at its next regular meeting. Applications are presented to the NED INC. Board by applicant number and in rounds. The Housing Specialist reviews and recommends each application for approval/denial to the NED, Inc. board. The decision of the NED, Inc. board will be forwarded to the Wayne City Council for final approval/denial at their next council meeting. Approved applicants are notified in writing. Denied applicants are notified in writing with an explanation for reason of denial.

6.0 LOAN CLOSING

6.1 Pre-Construction Loan Documents

The Housing Loan Specialist prepares the pre-construction loan documents. The following documents are executed by the borrower(s) to secure the affordability period.

- A. Rehabilitation Loan Agreement
- B. Memorandum of Understanding
- C. Notice of Right of Rescission
- D. Acknowledgment
- E. Deed of Trust
- F. Promissory Note
- G. Loss Payee Request
- H. Primary Residence Certification

Upon signing of the above-listed documents, the Deed of Trust is filed at the Register of Deeds Office in the county in which the unit is located.

6.2 Post-Construction Loan Documents

Upon completion of construction, the Housing Loan Specialist determines the final dollar amount spent. Loan closing documents are prepared and the borrower(s) executes the following documents:

- A. Regulation Z Loan Disclosure
- B. Promissory Note
- C. Amortization Schedule
- D. Promotional Use Form (optional)

The filed Deed of Trust, from the pre-construction loan documents, establishes a lien against the unit, which is maintained until the loan is paid in full or the unit is sold or conveyed in any manner to another party/entity. If the loan is paid off, or the unit is sold or conveyed to another party/entity, a

Deed of Reconveyance will be filed at the Register of Deeds Office in the county in which the unit is located, thus removing the lien established by the filed Deed of Trust.

6.3 Close Out

City of Wayne shall maintain and keep all applications as well as all other required documents, records and other evidence in conformance with NAHP regulations.

7.0 CONSTRUCTION PROCESS

Upon final decision by the City of Wayne to fund rehabilitation projects the following steps will be taken:

1. After the preliminary inspection, the Housing Specialist prepares a Work Write-up of improvements along with a cost estimate.
2. Applicant signs the Work Write-up form indicating that he/she understands the work City of Wayne may fund and cost limitations.
3. Applicant obtains a minimum of two official bids of contracted work to be performed. At the request of the applicant, the Housing Specialist may assist the applicant in obtaining these bids. All work must be performed according to specifications prepared by the Housing Specialist. Contractors are required to provide proof of workman's compensation insurance and general liability insurance in the amount of \$500,000, in addition to furnishing the Housing Specialist with two verifiable references from prior rehabilitation/remodeling jobs that have been satisfactorily completed. The building contractor is required to provide proof of current lead certification if applicable to the rehabilitation project. The contractor is also required to provide proof of contractor registration with the Nebraska Department of Labor and System for Award Management (SAM).
4. Homeowner selects a contractor from bids received. The Housing Specialist approves all bids before any work commences. City of Wayne will only fund the dollar amount of the accepted/approved bid. All charges above and beyond the accepted/approved bid can only be funded if an approved Change Order form (provided in contract) is executed and adequate funding is available. The Change Order form must be signed by the homeowner, the contractor and the Housing Specialist. If a Change Order is not executed and/or funding is not available, the additional charges are the responsibility of the homeowner. (See Number 10 below for explanation of Change Orders).
5. City of Wayne enters into a loan agreement with the applicant. No action is taken by NENEDD staff until the Right of Rescission period (not less than 3 business days) has expired. After that time, NENEDD staff will file all necessary liens, etc.
6. A pre-construction conference is held with the applicant and selected contractor(s), at which time the applicant and contractor enter into a contract agreement. The original contract is filed with the Housing Specialist. Only contracts approved by City of Wayne's attorney and prepared by NENEDD staff will be accepted.
7. The Housing Specialist issues the Notice to Proceed to the contractor(s).
8. The contractor(s) perform work and documented inspections are performed throughout the project by the Housing Specialist. As work progresses, the Housing Specialist may perform frequently unscheduled inspections.
9. Contractors are paid on a bi-monthly basis by City of Wayne unless otherwise notified. To receive payment, contractors are required to submit a Payment Voucher form (provided in the contract) and an original invoice to the homeowner who must sign the Payment Voucher. The Payment Voucher is then filed with the Housing Specialist. Upon approval by the Housing Specialist, City of Wayne will

issue a check payable to the contractor and mail it directly to the contractor. No payment will be made for materials that are stored on site. The Housing Specialist can authorize payment to the contractor, without prior approval of the homeowner, if an inspection of the work is completed and it is determined by the Housing Specialist that the work meets project specifications and NDED Minimum Rehabilitation Standards.

It is expressly understood that the City of Wayne may from time to time activate its line of credit in order to expedite payment to contractors in a timely manner. It is also understood the interest accrued from the time payment is made to the contractors and the date the City of Wayne receives reimbursement from the State of Nebraska will be considered a general administration expense of the project and will not be charged to the homeowner.

10. Change Order: If necessary, a Change Order form is completed if changes in the scope of work are agreed upon subsequent to signing of the contract. The change order will explain the requested change and the increase/decrease in the overall contract amount. These written change orders require concurrence of the NENEDD Housing Specialist, the homeowner, and the contractor.

11. The Housing Specialist will perform a final inspection to ensure that all repairs have been completed according to the contract specifications. Upon completion of this final inspection, the Housing Specialist and the homeowner(s) will sign the Certificate of Final Inspection/Acceptance of Work. If the Housing Specialist determines the work has not met contract specifications or NDED Minimum Rehabilitation Standards, the contractor is not approved for final payment. The Housing Specialist conducts a meeting with the homeowner(s) and contractor at which time a list of necessary corrections/modifications is discussed. The Housing Specialist allows a specific amount of time for the contractor to make the corrections/modifications. If the corrections/modifications are not made by the contractor within the timeframe agreed upon, the Housing Specialist will hold payment in the dollar amount of the items that do not meet NDED Minimum Rehabilitation Standards. This dollar amount will be made available to the homeowner to pay for another contractor or for a Self-Help contract to make the corrections/modifications.

12. Final pay request if filed. The contractor must sign a Lien Waiver (provided in the contract) after final payment has been received.

13. Final payment is made to the contractor.

14. The contractor is required to warranty all workmanship for a period of one (1) year from the date of work completion. The contractor will forward all material warranties to the homeowner upon completion of work. Once the Certificate of Final Inspection/Acceptance of Work has been signed by the homeowner(s) and Housing Specialist, all discrepancies or disputes in regard to completed work/warranties shall be resolved between the contractor and homeowner(s).

8.0 GRIEVANCE PROCEDURES

In the event an applicant feels he/she has been unfairly treated or discriminated against during the process of selection of projects to be funded, or during any other process of the housing rehabilitation program, he/she may appeal the Housing Specialist's decision to the City of Wayne for their consideration. The written appeal must be received by the Mayor of the City of Wayne and it's Council within 14 calendar days of the Housing Specialist's decision. The City of Wayne will then act to support or overturn the Housing Specialist's action at the next regularly scheduled Council meeting after receipt of the written appeal. A written response will be given by the City of Wayne's Council with 30 days of the decision. The City of Wayne's Council has final authority in the consideration of the appeal. DED will be notified of any grievances that the grantee receives which are not resolved by the grantee's standard grievance procedures. In some cases it may be necessary to use a neutral third party as mediator between the homeowner, the grantee, the grant administrator and the contractor. The third party mediator cannot be the grant administrator or a member of the grantees decision

making council. Economic Development Districts throughout the State of Nebraska would be utilized as the third party mediator.

9.0 AMENDMENTS TO PROGRAM GUIDELINES

In an ongoing effort to improve the quality of the City of Wayne's Housing Rehabilitation Program, the City of Wayne's Council will accept suggestions from the public, program participants, contractors, program staff, or members of City of Wayne's Council with regard to program guideline amendments. All suggestions received will be taken under consideration by the City of Wayne's Council. Upon approval of NDED and adoption by the City of Wayne's Council, the amendments will be included in the program guidelines.

10. OFFICIAL CONTACT OFFICE

The place of contact for this program shall be at the office of City of Wayne, PO Box 8, Wayne, NE 68025. Any grievances, suggestions, or requests for information should be directed to this office. This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to City of Wayne in writing.

11.0 MARKETING

City of Wayne's affirmative marketing procedures include but are not limited to marketing to local and regional residents and households identified to be potentially eligible but least likely to apply. Marketing will include advertisements in daily and weekly newspapers and notices posted on the City of Wayne's website. The City of Wayne will also display posters and brochures in areas where interested persons visit on a daily basis.

12.0 LIMITED ENGLISH PROFICIENCY (LEP)

It is the policy of the grantee to take reasonable steps to provide meaningful access to its programs and activities for persons with Limited English Proficiency (LEP). In accord with and as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons," published in the Federal Register on January 22, 2007, and which became effective on March 7, 2007 ("HUD LEP Guidance").

Supporting documentation will include all of the following (1) information identifying the LEP representative for the Grantee, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the grant to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, Grantee will prepare and submit to the Department, a Language Access Plan ("LAP") that includes all elements of an effective LAP as defined by HUD.

The Grantee will also keep records of requests for LEP services, and all LEP services provided by Grantee during the course of the grant. Grantee must submit documentation to the Department demonstrating LEP services provided.

13.0 REPORTING REQUIREMENTS

The City of Wayne will submit (if required) to the Nebraska Department of Economic Development a semi-annual status report detailing activities undertaken, applications received and in progress, applications approved, closings held and funds obligated and expended.

14.0 PROGRAM INCOME REUSE PLAN

See Appendix A

HOUSING REHABILITATION GUIDELINES APPROVAL

These housing guidelines are hereby approved by action of the City Council of the City of Wayne, this _____ day of _____, 2016.

Ken Chamberlain, Mayor

Date

These housing guidelines are hereby approved by the Nebraska Department of Economic Development (NDED) this _____ day of _____, 2016.

NDED Representative

Appendix A

City of Wayne
Housing Reuse Plan for Recaptured and Program Income Funds

Program income and/or recaptured funds (reuse funds) generated through the repayment of loans and interest earned will be used, after the grant period has ended, to continue to fund affordable housing activities within the city limits of Wayne, NE. Reuse funds from NAHTF, CDBG and HOME housing rehabilitation program will remain independent of other funding sources and will be reused for the same activity. Housing activities that are a result of program income and/or recaptured funds will follow the most current Nebraska Department of Economic Development (NDED) and board approved housing guidelines.

Housing activities include but not limited to owner-occupied housing rehabilitation for eligible homeowners. NAHTF, CDBG and HOME reuse funds will only be used for eligible activities as outlined in the Nebraska Department of Economic Development's NAHTF, CDBG and HOME manual.

Program income funds are those funds returned to the Grantee during the Affordability Period when the property is sold or is no longer the initial or subsequent homeowner's principal residence.

Program income and/or recaptured funds (reuse funds) must be used for the current project if the project has not been completed. This program income received must be applied to the current project prior to requesting additional NAHTF, CDBG and HOME funds.

The Grantee understands that if program income is utilized for another housing related activity, other than for the same activity from the Project which generated the program income, then the Grantee will be responsible for developing and utilizing new Program Guidelines for the new eligible activity.

If recapture provisions are utilized for the Project and program income is received, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than NAHP funds) and any closing costs.

The City of Wayne will use reuse funds for General Administration. The General Administration fees will not exceed 10% of the total reuse funds available.

No amendments to the program or reuse plans can be made without prior approval by the NDED. All Program Income will be returned to NDED for reuse unless the Department offers the option to the grantee to retain program income or the Department approves the grantee's Program Income Reuse Plan prior to receiving Release of Funds.

This housing reuse plan is hereby approved by action of the City Council of the City of Wayne this ____ day of _____, 2016.

Ken Chamberlain, Mayor

Date

This housing reuse plan is hereby approved by the Nebraska Department of Economic Development this ____ day of _____, 2016.

NDED Representative

Date

ADDENDUM 1

This addendum to the City of Wayne's housing Reuse Plan for Recaptured and Program Income Funds is to include the following grants:

Grant Number	Grantee	Source
07-TFHP-5044	City of Wayne	NAHTF
14-CIS-006	City of Wayne	CDBG

Appendix B

Subordination Policy

- A. Maximum combined 80% Loan to Value policy on all “Cash Out” refinances or home equity loans where the City of Wayne remains in current lien position.
- B. Maximum combined 100% Loan to Value on “No Cash Out” refinances where the City of Wayne remains in current lien position.

** All subordination documents must be provided by the lender requesting subordination.**

This subordination policy approved by action of the City Council of the City of Wayne this ____ day of _____, 2016, authorizes administrative staff to approve or decline subordination requests and to execute any and all required documentation.

Ken Chamberlain, Mayor

RESOLUTION NO. 2016-50

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENTAL AGREEMENT NO. 6 BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES, INC. RELATING TO THE WAYNE TRAIL – PHASE 2 PROJECT STPB-90(4).

WHEREAS, the City of Wayne and Olsson Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (YK0502) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

WHEREAS, the City of Wayne understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Wayne and Olsson Associates, Inc., wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that Ken Chamberlain, Mayor of the City of Wayne, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 6 between the City of Wayne and Olsson Associates, Inc.

NDOR Project Number: STPB-90(4)
NDOR Control Number: 31777
NDOR Project Description: Wayne Trail – Phase 2

PASSED AND APPROVED this 2nd day of August, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

SUPPLEMENTAL AGREEMENT #6

CITY OF WAYNE, NEBRASKA
OLSSON ASSOCIATES, INC.
PROJECT NO. STPB-90(4)
CONTROL NO. 31777
WAYNE TRAIL – PHASE 2

THIS SUPPLEMENTAL AGREEMENT is between the City of Wayne ("LPA") and Olsson Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") YK0502 and Supplemental Agreements #1-5, providing for Consultant to provide preliminary engineering services for LPA's Federal Aid project, and

WHEREAS, it is necessary that redesign work be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. STPB-90(4), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

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

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "B" Consultant Work Order 3, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State issued Consultant a written Notice-to-Proceed on June 23, 2016. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work as set out in the Original Agreement, Supplemental Agreement(s) #1-5, and this Supplemental Agreement by August 31, 2017.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION V FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1-5, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$13,437.43 to \$16,012.17, an increase of \$2,574.74. Actual costs are increased from \$114,934.07 to \$135,009.33, an increase of \$20,075.26. The total agreement amount is increased from \$128,371.50 to \$151,021.50, an increase of \$22,650.00 which Consultant must not exceed without the prior written approval of the State.

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this _____ day of _____, 2016.

OLSSON ASSOCIATES, INC.
John S. Olsson. P.E.

Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

EXECUTED by LPA this _____ day of _____, 2015.

CITY OF WAYNE
Ken Chamberlain

Mayor

Subscribed and sworn to before me this _____ day of _____, 2016.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

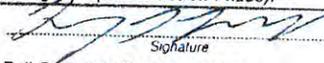
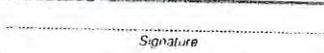
Date

Consultant Work Order (Local Projects)

Project No STPD-90(4)		Control No 31777	
Consultant (Name and Representative) Olsson Associates - Jon G. Olsen		Agreement No YK0502	Work Order No 7
LPA (Name and Representative) City of Wayne, Joel Hanson		Constr. Change Order No. (if applicable) 4	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement (include scope of services, deliverables and schedule) The trail alignment will be redesigned from Station 334+50 to Station 401+00. This work will remove the portions of the trail that run along the existing City Streets, Westwood Road and Sherman Street. The new alignment will run along the north City Limits Line and connect back into the previously designed alignment at Station 401+00. This work will involve the construction of approximately 1,100' of trail. Work includes updating the NDOR Re-Evaluation form and the construction plans to construct this new section of trail.</p>			
Work Title		Summary of Fee	
Expanded Design & Right-of-Way Tasks		A. Total Direct Labor Cost	= 7,151.62
		B. Overhead (Factor * x A)	= 12,654.08
		C. A + B	= 19,805.70
		D. Profit/Fee (Factor ** x C)	= 2,574.74
		E. Direct Non-Labor Cost	= 289.56
		F. Subconsultant Services	=
*Overhead Factor 176.94%		TOTAL FEE: C + D + E + F = \$22,650.00	
**Profit/Fee Factor 13.00%		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE \$22,650.00	
Total Fee Notes: The fee summary is attached as Exhibit B		<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant: Olsson Associates

Jon G. Olsen		6-8-2016	
Name	Signature	Date	
LPA:			
Joel J. Hansen		6-8-2016	
Name	Signature	Date	
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):			
Deana McKinstry		6-8-16	
Name	Signature	Date	
LPS Unit Head Review (for PE Phase):			
			
Name	Signature	Date	
LPS Engineer or Construction Engineer (Construction Phase):			
Kevin L. Keys		6/23/16	
Name	Signature	Date	
FHWA: (FHWA Approval on Full Oversight Projects Only)			
			
Name	Signature	Date	

Notice to Proceed will be granted by email by LPS PC for Preliminary Engineering & CD PC for Construction Engineering

Notice to Proceed Date
6/23/16

Distribution: Consultant, LPA - RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, March 2014

Wayne Trail Phase II - Work Order No. 3 Consultant's Estimate of Hours

Project Name: Wayne Trail - Phase II
 Project Number: STPB-50(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsch Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-496-5614, jolsen@olschassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-376-1733, jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soula
 Phone/Email: 402-479-3562, jeff.soula@ndor.wa.gov
 Date: April 8, 2016

MAJOR TASKS	PERSONNEL CLASSIFICATIONS**							Total	
	PR	PM	SENG	ENG	SDTAS	LSRV	SENV		ENV
I. Project Management									
A. General Project Management		10							10
II. Final Design									166
A. Survey		2			24				26
B. Review alignment - Horizontal and Vertical Alignments		3		6					9
C. Develop Cross Sections - includes earthwork quantities		6		20					26
D. Drainage Design and Develop Drainage Sections		2		4	6				12
E. Update Plans - Create new plan sheets and develop build notes		2			12				14
F. Repairing wall pans		4		8	12				24
G. Update Right of way plans and legal descriptions		8			8				16
H. Update Quantities - Remove previous design quantities and update OPC		6			10				16
I. Final Submit/ Atenc City Council Meeting		-							7
J. G.A.C.C.		16							16
III. Environmental									22
A. NDOR Re-Evaluation Form							2	16	18
B. Farmland								2	2
C. Antiquities/Values of the 1880s									
D. Threatened and Endangered Species									
E. Historic and Cultural Resources								2	2
F. Requested Materials									
Total Hours		66		38	72		2	20	199
Total Days (8 hrs)		8.3		4.8	9.0		0.3	2.5	24.9

CLASSIFICATIONS*
 PR = Principal
 PM = Project Manager
 SENG = Senior Engineer
 ENG = Engineer
 SDTAS = Senior Data Assoc. Surveyor
 LSRV = Survey Crew Chief/Licensed Surveyor
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist

** For User-Defined Classifications you will need to edit the Classifications Legend located above. To enter a new Classification, replace "UD1" with its abbreviation (ex. GRA) and replace

Wayne Trail Phase II - Supplemental No. 4 Direct Expenses

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-458-5614, jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733, jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soula
 Phone/Email: 402-479-3562/ jeffrey.soula@nebraska.gov
 Date: April 8, 2016

Subconsultants:			
	Quantity	Unit Cost	Amount
Subtotal			
Printing and Reproduction:			
	Quantity	Unit Cost	Amount
Half Size Prints During Design			
Full Size Prints PS&E Submittal			
Final Signed Plans			
Subtotal			
Mileage/Travel:			
	Quantity	Unit Cost	Amount
Assume 1-trip to project site			
Wetland delineation Survey Vehicle	240	\$0.54	\$129.60
Maintain site visit	100	\$0.54	\$54.00
		\$0.54	
Subtotal			\$183.60
Lodging/Meals:			
	Quantity	Unit Cost	Amount
Lunch (1 trip to Wayne)	1	20	\$20.00
Subtotal			\$20.00
Other Miscellaneous Costs:			
	Quantity	Unit Cost	Amount
Miscellaneous copies and other direct bill items	1	\$85.96	\$85.96
Subtotal			\$85.96
TOTAL DIRECT EXPENSES			\$269.56

2012 Standard Rates*			
Type	Rate		
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51/mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535/mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost, giving the State all discounts		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide not to exceed \$104 in Omaha/Douglas County		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently		
		Statewide	Omaha/Douglas County
Breakfast		\$7.00	\$10.00
Lunch		\$11.00	\$15.00
Dinner		\$23.00	\$31.00
Incidentals		\$5.00	\$5.00
Totals		\$46.00	\$61.00

Wayne Trail Phase II - Supplemental No. 4 Cost by Task

Project Name: Wayne Trail - Phase II
 Project Number: STPB 90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-458-5614, jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733, jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soula
 Phone/Email: 402-479-3502, jeffrey.soula@ndbraska.gov
 Date: April 8, 2016

Major Tasks	Total Hours	Direct Labor Cost	Overhead 178.94%	Fixed Fee 13.00%	Total Project Cost
I. Project Management	10	\$524.00	\$927.17	\$188.65	\$1,639.82
II. Final Design	166	\$5,890.30	\$10,509.24	\$2,156.64	\$18,746.18
III. Environmental	22	\$637.32	\$1,127.67	\$228.45	\$1,094.44
Direct Expenses					\$269.56
TOTAL	198	\$7,151.62	\$12,654.08	\$2,574.74	\$22,650.00

Wayne Trail Phase II - Supplemental No. 4 Project Cost

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-458-5614; jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733; jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soule
 Phone/Email: 402-479-3562; jeffrey.soule@nebraska.gov
 Date: April 8, 2016

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal		\$66.15	
Project Manager	66	\$52.40	\$3,458.40
Senior Engineer			
Engineer	38	\$31.25	\$1,187.50
Senior Des Tech/Assoc Surveyor	72	\$25.95	\$1,868.40
Survey Crew Chief/ Licensed Surveyor			
Senior Environmental Scientist	2	\$49.06	\$98.12
Environmental Scientist			
TOTALS	20	\$26.98	\$539.20
	198		\$7,161.62

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/Meals	\$183.00
Other Miscellaneous Costs	\$20.00
TOTALS	\$65.96
	\$269.56

Total Project Costs:		Amount
Direct Labor Costs		\$7,151.62
Overhead @ 176.940%		\$12,654.08
Total Labor Costs		\$19,805.70
Fixed Fee @ 13.00%		\$2,574.74
Direct Expenses		\$269.56
PROJECT COST		\$22,680.00

RESOLUTION NO. 2016-54

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“NEBRASKA STREET WATER MAIN REPLACEMENT PROJECT 2016.”**

WHEREAS, one bid was received on July 21, 2016, on the “Nebraska Street Water Main Replacement Project 2016;” and

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

WHEREAS, McLaury Engineering, Inc., is recommending that the said bid be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Nebraska Street Water Main Replacement Project 2016,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Penro Construction Pender, NE 68047	\$266,012.75

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.

PASSED AND APPROVED this 2nd day of August, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

July 26, 2016

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



RE: Bid Award Recommendation
Nebraska Street Water Main Replacement

Mr. Johnson,

Bids for the Nebraska Street Water Main Replacement project were opened on Thursday July 21st at 2:00 PM. One bid was received; Penro Construction.

The engineers estimated cost of construction is \$284,113.20

Bids as read at the bid opening:

Penro Construction	Base Bid (Bored Installation): \$266,012.75
	Bid Alternate (Open Trench): \$262,073.50

Penro Construction acknowledged Addendum #1 and #2, and included a 5% Bid Bond. I have attached a bid tabulation prepared by McLaur Engineering that verifies the multiplication of the extended bid prices and total bid price.

No irregularities are noted in the bid documents. MEI recommends award of the **Base Bid for \$266,012.75** to Penro Construction.

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

Respectfully,

Steven D. Rames, PE
McLaur Engineering Inc.

Attachments:
Bid Tab

ELK POINT (CORPORATE)
118 W. Main St.
PO Box 1130
Elk Point, SD 57025
(605) 356-2308

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

PARKSTON
110 N. First St
PO Box 316
Parkston, SD 57366
(605) 928-7676

WAYNE
208 Main St.
PO Box 232
Wayne, NE 68787
(402) 833-1830

**CITY OF WAYNE
NEBRASKA STREET WATERMAIN PROJECT - 2016**

Bid Tab - ReBid 7/21/16

BASE BID

GROUP A - GRADING ITEMS				ENGINEERS ESTIMATED COSTS		Bidder 1	
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST	Penro Construction	
						UNIT PRICE	COST
1	MOBILIZATION	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00
2	GENERAL CLEARING AND GRUBBING	LUMP SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
3	REMOVE WALK	SQ.YD	20	\$ 8.75	\$ 175.00	\$ 7.50	\$ 150.00
4	REMOVE CONCRETE	SQ.YD	98	\$ 10.00	\$ 980.00	\$ 10.00	\$ 980.00
5	REMOVE & SALVAGE BRICK PAVERS	SQ.YD	23	\$ 25.00	\$ 575.00	\$ 30.00	\$ 690.00
6	TRAFFIC CONTROL	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00
				Sub A	\$ 7,730.00	\$ 11,420.00	
GROUP B - PAVING ITEMS							
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST	UNIT PRICE	COST
1	MOBILIZATION	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,185.00	\$ 1,185.00
2	CONCRETE CLASS 47B-3500 SIDEWALK	SQ.YD	20	\$ 43.00	\$ 860.00	\$ 66.65	\$ 1,333.00
3	CONCRETE CLASS 47B-3500 DRIVEWAY	SQ.YD	85	\$ 45.00	\$ 3,825.00	\$ 69.50	\$ 5,907.50
4	DETEC TABLE WARNING PANELS	SQ.FT	8	\$ 50.00	\$ 400.00	\$ 46.00	\$ 368.00
5	8" CONCRETE PAVEMENT, CLASS 47B-3500	SQ.YD	13	\$ 40.00	\$ 520.00	\$ 72.00	\$ 936.00
6	INSTALL BRICK PAVERS	SQ.YD	23	\$ 85.00	\$ 1,955.00	\$ 100.00	\$ 2,300.00
7	SUBGRADE PREPARATION	SQ.YD	13	\$ 50.00	\$ 650.00	\$ 40.00	\$ 520.00
				Sub B	\$ 10,710.00	\$ 12,549.50	
GROUP C - UTILITY ITEMS							
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST	UNIT PRICE	COST
1	MOBILIZATION	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 14,330.00	\$ 14,330.00
2	CURB STOP AND BOX	EACH	36	\$ 500.00	\$ 18,000.00	\$ 425.00	\$ 15,300.00
3	1" WATER SERVICE	LF	1026	\$ 19.00	\$ 19,494.00	\$ 23.50	\$ 24,111.00
4	1.5" WATER SERVICE	LF	12	\$ 22.00	\$ 264.00	\$ 30.00	\$ 360.00
5	BORING 1" WATER SERVICE	LF	776	\$ 30.00	\$ 23,280.00	\$ 25.00	\$ 19,400.00
6	CUT AND CONNECT TO EXISTING 6" MAIN	EACH	1	\$ 1,250.00	\$ 1,250.00	\$ 2,005.00	\$ 2,005.00
7	CUT AND CONNECT TO EXISTING 8" MAIN	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 2,425.00	\$ 4,850.00
8	CUT AND CONNECT TO EXISTING 12" MAIN	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
9	6" PVC WATER MAIN	LF	18	\$ 100.00	\$ 1,800.00	\$ 28.50	\$ 513.00
10	8" PVC WATER MAIN (Bored)	LF	1456	\$ 25.00	\$ 36,400.00	\$ 30.50	\$ 44,408.00
11	8" PVC WATER MAIN (Open Trench)	LF	8	\$ 25.00	\$ 200.00	\$ 30.50	\$ 244.00
12	12" WATER MAIN	LF	12	\$ 150.00	\$ 1,800.00	\$ 41.50	\$ 498.00
13	BORING 8" PVC WATER MAIN	LF	1445	\$ 42.00	\$ 60,690.00	\$ 40.25	\$ 58,161.25
14	WATER SERVICE SADDLE AND CORPORATION STOP	EACH	37	\$ 380.00	\$ 14,060.00	\$ 400.00	\$ 14,800.00
15	6" GATE VALVE AND BOX	EACH	4	\$ 1,400.00	\$ 5,600.00	\$ 980.00	\$ 3,920.00
16	8" GATE VALVE AND BOX	EACH	6	\$ 1,800.00	\$ 10,800.00	\$ 1,355.00	\$ 8,130.00
17	12" GATE VALVE AND BOX	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 2,475.00	\$ 2,475.00
18	6" FIRE HYDRANT	EACH	2	\$ 3,700.00	\$ 7,400.00	\$ 3,400.00	\$ 6,800.00
19	8" X 6" TEE	EACH	1	\$ 370.00	\$ 370.00	\$ 460.00	\$ 460.00
20	8" X 6" TEE (Owner Furnished)	EACH	1	\$ 250.00	\$ 250.00	\$ 380.00	\$ 380.00
21	8" X 8" TEE	EACH	1	\$ 580.00	\$ 580.00	\$ 510.00	\$ 510.00
22	8" X 8" CROSS (Owner Furnished)	EACH	1	\$ 500.00	\$ 500.00	\$ 390.00	\$ 390.00
23	8" X 12" CROSS	EACH	1	\$ 750.00	\$ 750.00	\$ 650.00	\$ 650.00
24	8" - 22.5 DEGREE BEND (Owner Furnished)	EACH	2	\$ 400.00	\$ 800.00	\$ 200.00	\$ 400.00
25	8"x 6" REDUCER	EACH	2	\$ 370.00	\$ 740.00	\$ 230.00	\$ 460.00
26	REMOVE FIRE HYDRANT	EACH	2	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00
27	REMOVE WATER VALVE	EACH	8	\$ 100.00	\$ 800.00	\$ 400.00	\$ 3,200.00
28	ABANDON WATER MAIN	LF	1493	\$ 2.00	\$ 2,986.00	\$ 3.50	\$ 5,225.50
				Sub C	\$ 248,314.00	\$ 236,280.75	
GROUP D - EROSION CONTROL							
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST	UNIT PRICE	COST
1	MOBILIZATION	LUMP SUM	1	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00
2	SEEDING, TYPE C	ACRE	0.5	\$ 1,610.00	\$ 805.00	\$ 4,500.00	\$ 2,250.00
5	CURB INLET PROTECTION	LF	40	\$ 20.00	\$ 800.00	\$ 20.00	\$ 800.00
9	HYDROMULCH	TON	0.75	\$ 2,300.00	\$ 1,725.00	\$ 2,750.00	\$ 2,062.50
				Sub D	\$ 3,830.00	\$ 5,762.50	
				Construction Subtotal		\$ 270,584.00	\$ 266,012.75
				Bid Contingency (5%)		\$ 13,529.20	\$ -
				Total Construction Estimate		\$ 284,113.20	\$ 266,012.75

CITY OF WAYNE
NEBRASKA STREET WATERMAIN PROJECT - 2016

Bid Tab - ReBid 7/21/16

BID ALTERNATE 1 - OPEN TRENCH WATER MAIN

GROUP C - UTILITY ITEM (MODIFICATIONS)				ENGINEERS ESTIMATED COSTS		Bidder 1	
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST	Penro Construction	
						UNIT PRICE	COST
A1	BORING 8" PVC WATER MAIN	LF	120	\$ 42.00	\$ 5,040.00	\$ 40.25	\$ 4,830.00
A2	8" PVC WATER MAIN (Bored)	LF	120	\$ 25.00	\$ 3,000.00	\$ 30.50	\$ 3,660.00
A3	8" PVC WATER MAIN (Open Trench)	LF	1344	\$ 55.00	\$ 73,920.00	\$ 67.25	\$ 90,384.00
10	8" PVC WATER MAIN (Bored)	LF	-1456	\$ 25.00	\$ (36,400.00)	\$ 30.50	\$ (44,408.00)
11	8" PVC WATER MAIN (Open Trench)	LF	-8	\$ 25.00	\$ (200.00)	\$ 30.50	\$ (244.00)
13	BORING 8" PVC WATER MAIN	LF	-1445	\$ 42.00	\$ (60,690.00)	\$ 40.25	\$ (58,161.25)
				Sub B	\$ (15,330.00)		\$ (3,939.25)

BASE BID	\$ 284,113.20	\$ 266,012.75
BID ALTERNATE 1 - OPEN TRENCH WATER MAIN	\$ (15,330.00)	\$ (3,939.25)
Total Bid if Alternate is Accepted	\$ 268,783.20	\$ 262,073.50

RESOLUTION NO. 2016-55

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“ALLEY CROSSINGS ON W. 11TH STREET AND W. 12TH STREET PROJECT.”**

WHEREAS, one bid was received on the “Alley Crossings on W. 11th Street and W. 12th Street Project” on July 28, 2016; and

WHEREAS, said bid has been reviewed by City Staff; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Alley Crossings on W. 11th Street and W. 12th Street Project,” as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>	<u>Amount of Bid</u>
Sebade Construction Wayne, NE 68787	\$14,900.00

BE IT FURTHER RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the published notice and attached hereto, be and the same is hereby accepted.

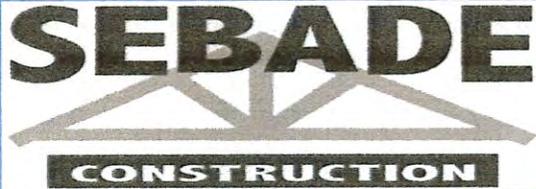
PASSED AND APPROVED this 2nd day of August, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



Sebade Construction
 402 East 4th St.
 Wayne, NE 68787
 402-369-0467

Estimate

Number E291

Date 7/28/2016

Bill To
 City of Wayne
 306 Pearl St.
 Wayne , NE, 68787

Project
 Alley Crossings on W 11th & 12 th Streets

Terms

Date	Description	Amount
	Tea out and haul away all concrete that are out lined in white paint, will have the dirt tested figured up to 6" of removal of bad subgrade and replace with reground concrete, will put one inch expansion on east and west ends.	
	Will repour 7 " of 47-B around 2320 sq ft , with 85 ft of curb work. Will work around the man holes, will seal the joints , and clean the entire job up when finished.	
	Will provide proformance bond, certificate of insurance payable to city of wayne for 1,000,000.00.	
	If more subgrade needs to be removed will bill accordingly .	
	For all the above work listed at the discribed area's this is the total price.	\$14,900.00

Sub Total	\$14,900.00
Total	\$14,900.00

RESOLUTION NO. 2016-56

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

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1st Street to 12th Street on Saturday, October 8, 2016, from 9:00 a.m. to approximately 11:00 a.m. or until immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

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

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

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

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

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

PASSED AND APPROVED this 2nd day of August, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Wayne State College

July 18, 2016

City Police Department
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

To whom it may concern;

On behalf of the Office of Student Activities at Wayne State College, I am writing to request a parade permit for the College's annual Homecoming Parade scheduled for Saturday, October 8th, 2016. The parade also includes the Band Day Competition.

We are requesting that Main Street between 1st Street and 12th Street be closed on October 8th for the parade. The parade line-up on 1st Street will begin at 8am with the parade beginning promptly at 9:30am. We anticipate the parade will conclude at approximately 11am.

The Wayne State Campus Security will assist the City Police Department with securing the parade route and the affected street crossings. Please contact me by email at sagunio1@wsc.edu or by phone at 402-375-7013 if you have any questions or concerns regarding our request.

Thank you for your time and consideration. We look forward to working with the City Police Department to facilitate another eventful parade.

Respectfully,

Sarah Gunion
Student Activities Coordinator
Wayne State College
Sagunio1@wsc.edu
402-375-7013

Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.

CONTRACT FOR SERVICES

(Short Form)

Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (the "College"), and The City of Wayne, 306 N Pearl Street, Wayne, NE (the "Contractor").

The parties agree that the Contractor will perform the following work for the College as described herein in exchange for the financial consideration set forth below.

Note: The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

Effective Date. This contract shall be in effect on October 8, 2016.

Contract Terms. The Contractor agrees to provide the following services to the College:

The City of Wayne will grant a parade permit and assist in the closing of Highway 15 and 7th Street for the Homecoming/Band Day Parade starting at 1st Street and Main Street at 9:30 a.m. and continuing on Main Street, ending at the Willow Bowl (11th and Main). Parade will be done at approximately 11:30 a.m.

Consideration. For the services described above, the College agrees to provide the Contractor:

\$0.00 – no charge from the Contractor.

Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy § 5000 in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this contract.

ADA & Drug-Free Workplace Requirements. All provisions of this contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and,

during the term of this contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

Designated College Representative. The designated College representative for purposes of monitoring and oversight of this contract is:

Christin Dalaviras

Typed or Printed Name

402-375-7589

Telephone

chdalav1@wsc.edu

Email Address

Signatures:

CONTRACTOR

Signature

Date

Title

Printed Name

COLLEGE

Signature

Date

Title

Printed Name

Contractor's Application for Payment No. 13

Application Period: 6/27/16 - 7/25/16	Application Date: 7/25/2016
To: City of Wayne 306 Pearl St., PO Box 8 Wayne, NE 68787-0008	Via (Engineer): JEO Consulting Group, Inc. 11717 Burt St., Ste. 210 Omaha, NE 68154
Project: 2016 Wayne Aquatic Center Wayne, Nebraska	Contract: 2016 Wayne Aquatic Center Wayne, Nebraska
Owner's Contract No.: 15037	Engineer's Project No.: 141213

**Application For Payment
Change Order Summary**

Approved Change Orders	Additions	Deductions
2	\$359.00	
3	\$1,169.00	
4		\$1,075.00
TOTALS	\$1,528.00	\$1,075.00
NET CHANGE BY CHANGE ORDERS	\$453.00	

1. ORIGINAL CONTRACT PRICE..... \$ 2,659,000.00
2. Net change by Change Orders..... \$ 453.00
3. Current Contract Price (Line 1 + 2)..... \$ 2,659,453.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 2,574,683.00
5. RETAINAGE:
 - a. 10% X \$2,574,683.00 Work Completed..... \$ 257,468.30
 - b. 10% X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 257,468.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 2,317,214.70
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 2,171,789.22
8. AMOUNT DUE THIS APPLICATION..... \$ 145,425.48
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column H total on Progress Estimates + Line 5.c above)..... \$ 334,238.30

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

By:  Date: 7/25/2016

Payment of: \$ 145,425.48
(Line 8 or other - attach explanation of the other amount)

is recommended by: Dale S. Baker (Engineer) Date: 7-26-2016
JEO Consulting Group, Inc.

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

is approved by: _____
City of Wayne, NE (Owner) Date: _____

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

CONTINUATION PAGE

PROJECT: 15037
 2016 Wayne Aquatic Center
 APPLICATION #: 13
 DATE OF APPLICATION: 07/25/2016
 PERIOD THRU: 07/25/2016
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Bond & Insurance	\$40,298.00	\$40,298.00	\$0.00	\$0.00	\$0.00	\$40,298.00	\$0.00	
2	General Conditions	\$120,884.00	\$119,884.00	\$1,000.00	\$0.00	\$0.00	\$120,884.00	\$0.00	
3	Demobilization	\$8,560.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$1,560.00	\$7,000.00	
4	Submittal Exchange	\$3,395.00	\$3,395.00	\$0.00	\$0.00	\$0.00	\$3,395.00	\$0.00	
5	Site Demo, Stripping, Hauling	\$48,705.00	\$48,705.00	\$0.00	\$0.00	\$0.00	\$48,705.00	\$0.00	
6	Excavation	\$86,780.00	\$86,780.00	\$0.00	\$0.00	\$0.00	\$86,780.00	\$0.00	
7	Grading	\$31,282.00	\$26,282.00	\$0.00	\$0.00	\$0.00	\$26,282.00	\$0.00	
8	SWPPP (Erosion Control)	\$17,175.00	\$16,675.00	\$500.00	\$0.00	\$0.00	\$17,175.00	\$0.00	
9	Geotextile Filter Fabric	\$4,522.00	\$4,522.00	\$0.00	\$0.00	\$0.00	\$4,522.00	\$0.00	
10	Sub Base	\$20,627.00	\$20,627.00	\$0.00	\$0.00	\$0.00	\$20,627.00	\$0.00	
11	Aggregate Backfill	\$70,216.00	\$70,216.00	\$0.00	\$0.00	\$0.00	\$70,216.00	\$0.00	
12	Gran. Fill under Decks/Sidewalks	\$7,266.00	\$5,266.00	\$2,000.00	\$0.00	\$0.00	\$7,266.00	\$0.00	
13	Underdrains	\$5,070.00	\$5,070.00	\$0.00	\$0.00	\$0.00	\$5,070.00	\$0.00	
14	Site Utilities	\$175,589.00	\$172,589.00	\$3,000.00	\$0.00	\$0.00	\$175,589.00	\$0.00	
15	Fences, Gates, Rope Barrier	\$32,461.00	\$0.00	\$32,461.00	\$0.00	\$0.00	\$32,461.00	\$0.00	
16	Seeding	\$5,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,748.00	
17	Concrete Forming Pool	\$115,725.00	\$115,725.00	\$0.00	\$0.00	\$0.00	\$115,725.00	\$0.00	
18	Concrete Placing Pool	\$182,300.00	\$182,300.00	\$0.00	\$0.00	\$0.00	\$182,300.00	\$0.00	
19	Concrete Forming Surge & Pump	\$36,110.00	\$36,110.00	\$0.00	\$0.00	\$0.00	\$36,110.00	\$0.00	
20	Concrete Placing Surge & Pump	\$28,236.00	\$28,236.00	\$0.00	\$0.00	\$0.00	\$28,236.00	\$0.00	
21	Misc. Concrete Form & Pour	\$38,571.00	\$38,571.00	\$0.00	\$0.00	\$0.00	\$38,571.00	\$0.00	
22	Pool Deck Form & Pour	\$65,413.00	\$57,413.00	\$8,000.00	\$0.00	\$0.00	\$65,413.00	\$0.00	
23	Pool Sidewalk Form & Pour	\$31,196.00	\$0.00	\$21,196.00	\$0.00	\$0.00	\$21,196.00	\$10,000.00	
24	FB Foundations	\$14,045.00	\$14,045.00	\$0.00	\$0.00	\$0.00	\$14,045.00	\$0.00	
25	Reinforcing Steel	\$71,545.00	\$71,545.00	\$0.00	\$0.00	\$0.00	\$71,545.00	\$0.00	
26	Exp. Joints, Waterstop	\$2,185.00	\$2,185.00	\$0.00	\$0.00	\$0.00	\$2,185.00	\$0.00	
27	Grouting Pool Walls	\$6,269.00	\$6,269.00	\$0.00	\$0.00	\$0.00	\$6,269.00	\$0.00	
28	Masonry	\$48,494.00	\$46,494.00	\$0.00	\$0.00	\$0.00	\$46,494.00	\$2,000.00	
29	Struct. Steel, Misc. Metals	\$22,030.00	\$22,030.00	\$0.00	\$0.00	\$0.00	\$22,030.00	\$0.00	
	SUB-TOTALS	\$1,340,697.00	\$1,241,232.00	\$69,717.00	\$0.00	\$0.00	\$1,310,949.00	\$29,748.00	98%

CONTINUATION PAGE

PROJECT: 15037 APPLICATION #: 13
 2016 Wayne Aquatic Center DATE OF APPLICATION: 07/25/2016
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 07/25/2016
 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	\$19,701.00	\$0.00	\$0.00	\$19,701.00	\$0.00	
31	Cabinets	\$2,406.00	\$1,875.00	\$531.00	\$0.00	\$0.00	\$2,406.00	\$0.00	
32	Countertop	\$1,728.00	\$0.00	\$1,728.00	\$0.00	\$0.00	\$1,728.00	\$0.00	
33	Metal Roofing	\$40,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,434.00	
34	Joint Sealants	\$10,588.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,588.00	
35	Doors, Frames, Hardware	\$2,631.00	\$1,569.00	\$1,062.00	\$0.00	\$0.00	\$2,631.00	\$0.00	
36	Coiling Overhead Door	\$3,780.00	\$3,780.00	\$0.00	\$0.00	\$0.00	\$3,780.00	\$0.00	
37	Paints & Coatings	\$38,434.00	\$22,434.00	\$12,000.00	\$0.00	\$0.00	\$34,434.00	\$4,000.00	
38	Specialties	\$734.00	\$0.00	\$734.00	\$0.00	\$0.00	\$734.00	\$0.00	
39	Signage, Plaque	\$1,948.00	\$0.00	\$1,948.00	\$0.00	\$0.00	\$1,948.00	\$0.00	
40	Aluminum Canopy	\$20,465.00	\$20,465.00	\$0.00	\$0.00	\$0.00	\$20,465.00	\$0.00	
41	Stainless Steel Gutters	\$94,111.00	\$94,111.00	\$0.00	\$0.00	\$0.00	\$94,111.00	\$0.00	
42	Main Drains, Hydro. Relief Valves	\$6,656.00	\$6,656.00	\$0.00	\$0.00	\$0.00	\$6,656.00	\$0.00	
43	Pumps, Strainers, VFDs, Gauges	\$83,776.00	\$83,776.00	\$0.00	\$0.00	\$0.00	\$83,776.00	\$0.00	
44	Ladders, Stanchions, Rails etc.	\$20,357.00	\$19,357.00	\$1,000.00	\$0.00	\$0.00	\$20,357.00	\$0.00	
45	ADA Lift	\$4,813.00	\$4,813.00	\$0.00	\$0.00	\$0.00	\$4,813.00	\$0.00	
46	Diving Towers & Boards	\$59,100.00	\$58,100.00	\$1,000.00	\$0.00	\$0.00	\$59,100.00	\$0.00	
47	Pool Vacuum	\$1,781.00	\$1,581.00	\$200.00	\$0.00	\$0.00	\$1,781.00	\$0.00	
48	Filtration Equipment	\$42,550.00	\$40,550.00	\$2,000.00	\$0.00	\$0.00	\$42,550.00	\$0.00	
49	Chem. Feed/Disinfect. Equip.	\$7,008.00	\$625.42	\$6,382.58	\$0.00	\$0.00	\$7,008.00	\$0.00	
50	FRP Chem Storage Bldgs.	\$29,482.00	\$29,482.00	\$0.00	\$0.00	\$0.00	\$29,482.00	\$0.00	
51	Deck Trench Drains	\$10,300.00	\$10,300.00	\$0.00	\$0.00	\$0.00	\$10,300.00	\$0.00	
52	Shade Structures	\$28,192.00	\$25,457.00	\$2,735.00	\$0.00	\$0.00	\$28,192.00	\$0.00	
53	Pool Heaters	\$18,919.00	\$18,919.00	\$0.00	\$0.00	\$0.00	\$18,919.00	\$0.00	
54	Water Slide	\$84,361.00	\$84,361.00	\$0.00	\$0.00	\$0.00	\$84,361.00	\$0.00	
55	Zero Depth Play Features	\$93,903.00	\$93,903.00	\$0.00	\$0.00	\$0.00	\$93,903.00	\$0.00	
56	Process Piping, Valves, Supports	\$389,595.00	\$360,674.71	\$28,920.29	\$0.00	\$0.00	\$389,595.00	\$0.00	
57	Plumbing (Drinking Fount.)	\$4,200.00	\$1,200.00	\$3,000.00	\$0.00	\$0.00	\$4,200.00	\$0.00	
58	Electrical	\$196,350.00	\$186,350.00	\$10,000.00	\$0.00	\$0.00	\$196,350.00	\$0.00	
	SUB-TOTALS	\$2,659,000.00	\$2,411,571.13	\$162,658.87	\$0.00	\$0.00	\$2,574,230.00	\$84,770.00	

CONTINUATION PAGE

PROJECT: 15037 APPLICATION #: 13
 2016 Wayne Aquatic Center DATE OF APPLICATION: 07/25/2016
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 07/25/2016
 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					
59	Change Order No. 2	\$359.00	\$359.00	\$0.00	\$0.00	\$0.00	\$359.00	\$0.00	
60	Change Order No. 3	\$1,169.00	\$1,169.00	\$0.00	\$0.00	\$0.00	\$1,169.00	\$0.00	
61	Change Order No. 4	(\$1,075.00)	\$0.00	(\$1,075.00)	\$0.00	\$0.00	(\$1,075.00)	\$0.00	
TOTALS		\$2,659,453.00	\$2,413,099.13	\$161,583.87	\$0.00	\$2,574,683.00	\$84,770.00	97%	



July 28, 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. 12 for the above referenced project. The contractor recently successfully demonstrated the operation of the belt press. We recently developed some preliminary punch list for the contractor while onsite. We recommend approval of Pay Application No. 12 in the amount of \$33,150.00 to Eriksen Construction. We are conducting payroll reviews and they are up to date except for one subcontractor, HOA.

Enclosed is a change order for your consideration. Item 1 was for additional pavement removal in front of the existing building that deteriorated. Items 2, 3, and 4 for necessary because the subgrade under existing paving that was scheduled to be replaced as part of the original project was very saturated, weak and unable to support the proposed improvements. Lastly a special fitting had to be fabricated to make a connection which could not be foreseen in the design of the project. The change order also extends the contract dates by 8 days. The total increase is \$22,285.62 and should be eligible for project reimbursement.

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,

Roger S. Protzman
Senior Project Engineer

RSP:skw
Enclosures

Pc: Eriksen Construction Co., Inc.

140876LTR072816-Pay App #12.docx

Date of Issuance: **August 2, 2016** Effective Date: **August 2, 2016**
 Owner: **City of Wayne, Nebraska** Owner's Contract No.:
 Contractor: **Eriksen Construction Co., Inc.** Contractor's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **140876**
 Project: **2015 Wastewater Treat. Imp.** Contract Name: **Water Meter Improvements**

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

Description: **1 - add pavement work that had deteriorated.**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,623,000.00</u>	Original Contract Times: _____ Substantial Completion: _____ Ready for Final Payment: <u>September 1, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>6,197.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>6 days</u> Ready for Final Payment: <u>6 days</u> days
Contract Price prior to this Change Order: \$ <u>1,629,197.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 7, 2016</u> Ready for Final Payment: <u>September 7, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>22,285.62</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>8 days</u> Ready for Final Payment: <u>8 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,651,482.62</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 15, 2016</u> Ready for Final Payment: <u>September 15, 2016</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Rogan K. Postzman</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Prof. Engineer</u>	Title: _____	Title: _____
Date: <u>7/28/16</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		2015 Wastewater Treatment Facility Improvements - Phases 3, 4, & 5		Application Number: 12				
Application Period:		Ending July 31, 2016		Application Date: 7/25/16				
Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	% (F / B)	G Balance to Finish (B - F)
			D This Period	(C + D)				
1	General Requirements / Mobilization 771	\$81,000.00		\$81,000.00		\$81,000.00	100.0%	
2	Bond	\$24,300.00		\$24,300.00		\$24,300.00	100.0%	
3	Concrete Reinforcement	\$55,000.00		\$55,000.00		\$55,000.00	100.0%	
4	Concrete Footings	\$15,000.00		\$15,000.00		\$15,000.00	100.0%	
5	Concrete Floor Slabs	\$11,000.00		\$11,000.00		\$11,000.00	100.0%	
6	Concrete Base Slabs	\$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	\$33,000.00		\$33,000.00		\$33,000.00	100.0%	
11	Rough Carpentry	\$6,500.00		\$6,500.00		\$6,500.00	100.0%	
12	PRP 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/Head Jams set	\$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	75.0%	\$17,250.00
21	Pipe Support Systems	\$8,000.00		\$8,000.00		\$8,000.00	100.0%	
22	Plumbing	\$5,000.00		\$5,000.00		\$5,000.00	100.0%	
23	HVAC	\$39,000.00		\$39,000.00		\$39,000.00	100.0%	
24	Electrical	\$130,000.00		\$130,000.00		\$130,000.00	100.0%	
25	VFDs	\$8,000.00		\$8,000.00		\$8,000.00	100.0%	
26	Earthwork	\$72,000.00		\$72,000.00		\$72,000.00	94.4%	\$4,000.00
27	Backfill	\$41,000.00		\$41,000.00		\$41,000.00	100.0%	
28	Erosion Control	\$2,500.00		\$2,500.00		\$2,500.00	100.0%	
29	Paving & Sidewalks	\$35,000.00		\$35,000.00		\$35,000.00	100.0%	
30	Aggregate Surfacing	\$3,500.00		\$3,500.00		\$3,500.00	100.0%	
31	Seeding	\$1,500.00		\$1,500.00		\$1,500.00		\$3,500.00
32	Controls	\$54,500.00		\$54,500.00		\$54,500.00	100.0%	
33	Valves	\$32,000.00		\$32,000.00		\$32,000.00	100.0%	
34	Site Piping	\$80,000.00		\$80,000.00		\$80,000.00	100.0%	
35	Air Piping	\$10,500.00		\$10,500.00		\$10,500.00	100.0%	
36	Flanged Piping	\$79,000.00		\$79,000.00		\$79,000.00	100.0%	
37	Flow Meter	\$5,000.00		\$5,000.00		\$5,000.00	100.0%	
38	Rotary Lobe Blower	\$135,000.00		\$135,000.00		\$135,000.00	100.0%	
39	Rotary Lobe Pump	\$21,500.00		\$21,500.00		\$21,500.00	100.0%	

