

**AGENDA
CITY COUNCIL MEETING
January 4, 2011**

5:30 Call to Order

1. [Approval of Minutes – December 21, 2010](#)

2. [Approval of Claims](#)

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.

Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes. After being recognized by the Chair, proceed to the rostrum and state your name and address for the record.

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

3. [Resolution 2011-1: Approving Contract for Services with JEO Consulting Group for Source Water Protection Project \(Wellhead Protection Plan\)](#)

Background: The City of Wayne approved Wellhead Protection Maps for the Wayne city wells in 2001. The maps delineate the area of land around each city well that is within the estimated 10 and 20 year travel time for a potential contaminant to travel in the groundwater to a well once it reaches the groundwater. The maps were prepared by NDEQ for Wayne using estimations of geology and direction of ground water flow from drilling logs of nearby State registered wells.

Because of the recent interrelationship between groundwater and surface water that is now a part of the State and NRD regulatory process, new city wells must be mitigated by closing another existing municipal or irrigation well. In the future, it will become more critical to know the future capacity of the aquifers, the sources of their replenishment, the trends in groundwater quality, and an awareness of potential contaminants.

This agreement will provide a more accurate map of water flow and potential sources of contaminants to better monitor areas around our wells. The total cost of the Agreement with JEO is \$35,560. The total cost of the project, including the engineering fees of \$35,560 is \$45,260. Garry has secured a \$21,500 grant from NDEQ, and Wayne will be responsible for \$14,760 in cash and \$9,000 of in-kind match from both the NRD and City staff.

There is an additional attachment that we propose to add that will analyze and interpret static water level data and chemical data that LENRD has collected for Wayne from irrigation wells in the area of our city wells. We have selected a consultant that does this work, and they are preparing a proposal for us to consider at a future meeting.

A representative from JEO will be at the meeting to explain Wellhead Protection Plans and this scope of work

Attachments: A copy of the 2001 NDEQ maps
A copy of the proposed JEO agreement

Recommendation: The recommendation of the Superintendent of Public Works and Utilities and Administrator is to approve the agreement and update our maps and prepare a Wellhead Protection Plan for the area around our city wells.

4. [Action on 2011 Property and Casualty Insurance Package – Cap Peterson, Northeast Nebraska Insurance Agency](#)

Background: This action will approve the property, vehicle and equipment, liability and workers' compensation insurance coverage with Employer's Mutual Company for 2011 for all the governmental (including the fire department) and utility functions of the city. Two of the no-cost extra services that Wayne uses are: 1) the EMC Compliance Benchmarking which is a review of our property and operations for potential hazards; and 2) the EMC information website with sample documents and safety training. Cap may bring an EMC consultant to show you some of the services available on the EMC website.

Attachment: Enclosed is a Premium Summary Sheet with a breakout of coverage costs for different kinds of coverage. The total premium cost is \$222,657 for 2011. The 2010 cost was \$246,024. Several factors caused this reduction, but the biggest cause of the lower rate is a major improvement in our Work Comp mod factor which has now dropped to .89. Gene Hansen chairs our Safety Committee. He and Garry have conducted a lot of safety training meetings and have worked very hard to instill into our daily consciousness to think "don't hurry" and to put our personal safety and the safety of others ahead of all else.

Recommendation: The recommendation of the City Clerk and Administrator is to approve this insurance coverage plan for the calendar year 2011.

5. [Update on the Grant Received from the Gardner Foundation — Karla Jensen, Assistant CAC Activities Director](#)

Background: Two of the priority activities that Karla was charged with when the council reauthorized the part-time position at the CAC were non-competitive leisure activities for kids and activities to assist young parents. Karla has developed a "Kids Gym Program" that has been anchored with major funding from the Gardner Foundation and contributions from other local donors. We have asked Karla to show you what that program is about and let you know the other donors to this new program.

6. [Update on the Goldenrod Hills Energy Incentive Program — Anthony Lawrence, Deputy City Administrator](#)

Background: A large portion of the 2009 ARRA Federal Stimulus Grant Funding was directed into existing energy efficiency programs, including the Goldenrod Hills Weatherization Program for Wayne City and County residences occupied by income qualified households.

Examples of eligible households are:

- 2 person households earning \$29,140 or less per year**
- 4 person households earning \$44,100 or less per year**
- 6 person households earning \$59,060 or less per year**
- 8 person households earning \$74,020 or less per year**

Grants available for eligible home energy improvements for owner occupied or rental properties are attic, sidewall and foundation insulation, exterior caulking, repair of windows and screens, weather stripping of windows and doors, and water heater and water pipe insulation. Owner occupied homes are also eligible for repair or replacement of furnace or heating units.

Anthony Lawrence is still working on projects with us on a volunteer basis. I asked Anthony if he wanted to spend some time working with Goldenrod Hills on this ARRA funding in Wayne. He has offered to help Goldenrod Hills get the word out in Wayne and help find eligible rental and owner occupied residences. Anthony is available at 402-375-1733 in the City Office and Goldenrod Hills can be contacted directly at 1-800-445-2505, Ext. 275 or 278.

Anthony will describe the activities he is working on to help make these grant funds more accessible in Wayne.

Attachments: Goldenrod Hills Weatherization Program Grant information sheets.

7. Action on Application for Payment No. 4 to ME Collins Contracting Co., Inc., in the Amount of \$93,313.44 for the 2010 Downtown Wayne Sidewalk Replacement Project

Recommendation: This is for work on downtown sidewalks and ADA ramps that has been completed according to contract and approved for payment by JEO, the project engineer.

8. Action on Change Order No.1 for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project – Net Increase of \$3,810.83

Background: During the wastewater treatment plant construction, some small improvements have been Okayed by our staff and the project engineer. These are value engineering opportunities. On larger projects, these small proposals for improvement are brought to us, and we decide on the spot to avoid construction delays. Some changes reduce the project cost and some increase the cost. All variations from the original bid contract require Council action through a Change Order. This CO contains an accumulation of small staff decisions to-date for your action.

Attachments: Enclosed is the detailed Change Order #1.

Recommendation: The recommendation of the Superintendent of Public Works and Utilities and Administrator is to approve these small changes that have already been made to improve the project.

9. Action on Change Order No. 2 for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project (Aquarium) – Net Increase of \$2,226.63

Background: In our research of other wastewater treatment plants, Garry found an effective and interesting monitoring device for the discharge water from the new treatment plant to Logan Creek. The monitoring system uses a small aquarium with native fish/insect/plant species from Logan Creek that has constant discharge water flowing through it. The total cost approved by the contractor to add this monitoring feature is \$4,226.63. The net increase for this CO is \$2,226.63 because both Aquarius and JEO will donate \$1,000 each towards the cost to add this monitoring feature.

Attachments: Enclosed is the detailed Change Order #2.

Recommendation: The recommendation of the Superintendent of Public Works and Utilities and City Administrator is to add the aquarium. The WSC Biology Department has expressed interest in utilizing the aquarium for research of species from Logan Creek if we do this.

10. Action on Request to Amend Original Contract with JEO Consulting Group to Include Payment for Additional Engineering Services beyond the Agreed Contract Amount on the Wayne 2009 Water Well Project (Well No. 11)

Background: Because of the longer time of construction on this project, more engineering time has been needed. This agreement amends the maximum amount of the original engineering agreement to continue JEO services as needed on a per hour basis and at the same per hour rate to complete the project.

Recommendation: The recommendation of the City Administrator is to amend the JEO Agreement to complete the well construction project.

11. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

December 21, 2010

The Wayne City Council met in regular session at City Hall on Tuesday, December 21, 2010, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Doug Sturm, and Kaki Ley; City Attorney Mike Pieper; and City Clerk Betty McGuire. Absent: Councilmembers Dale Alexander and Kathy Berry; and City Administrator Lowell Johnson.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 9, 2010, 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.

The next item on the agenda was the mayoral appointment of a Fourth Ward candidate. Mayor Chamberlain requested Council consideration to the following mayoral appointment: Jill Brodersen to fill the vacancy in Fourth Ward.

Councilmember Sturm made a motion and seconded by Councilmember Van Delden approving the mayoral appointment of Jill Brodersen as Fourth Ward Councilmember. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Attorney Pieper presented the oath of office to Jill Brodersen.

Councilmember Sturm made a motion and seconded by Councilmember Ley, whereas the Clerk has prepared copies of the Minutes of the meeting of December 7, 2010, 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, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMAZON, SU, 238.00; AMERITAS, SE, 2184.21; APPEARA, SU, 72.27; BAKER & TAYLOR BOOKS, SU, 276.03; BANK FIRST, FE, 195.00; BILL KAUP, RE, 221.63; CITY EMPLOYEE, RE, 137.58; CARTRIDGE WORLD, SU, 365.98; CITY EMPLOYEE, RE, 30.80; CITY OF NORFOLK, SE, 12.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, PY, 58707.36; CITY OF WAYNE, RE, 528.26; COMMUNITY HEALTH, RE, 3.00; COPY WRITE, SE, 528.64; CULLIGAN, SE, 43.95; DAKOTA BUSINESS SYSTEMS, SE, 101.50; DE LAGE LANDEN FINANCIAL, SE, 394.00; DUTTON-LAINSON, SU, 11.59; ED M FELD EQUIPMENT, SU, 53.50; ERIC SCHOH, RE, 600.00; ERIKSEN CONSTRUCTION, SE, 184335.24; FLOOR MAINTENANCE, SU, 31.46; FREDRICKSON OIL, SU, 467.50; FRY, TERRY, RE, 105.56; GENO'S, SE, 2526.83; CITY EMPLOYEE, RE, 28.18; HAWKINS, INC, SU, 1931.42; HDR ENGINEERING, SE, 1948.00; HEIMAN, SU, 631.85; HIRERIGHT SOLUTIONS, SE, 20.00; ICMA, SE, 5535.91; IRS, TX, 19505.28; JOHN'S WELDING AND TOOL, SE, 1035.99; CITY EMPLOYEE, RE, 197.38; KELLY MEYER, SU, 827.75; KRIZ-DAVIS, SU, 307.75; KTCH, SE, 80.00; LERNER PUBLISHING GROUP, SU, 109.74; CITY EMPLOYEE, RE, 131.87; M.E. COLLINS, SE, 203785.92; MAIN STREET AUTO CARE, RE, 3675.00; MATT EISCHEID, RE, 1311.25; MICROFILM IMAGING SYSTEMS, SE, 541.50; MIDWEST LABORATORIES, SE, 787.33; MIDWEST TAPE, SU, 572.83; MIKE BARRY, RE, 145.35; N.E. NEB ECONOMIC DEV DIS, SE, 1312.50; NE DEPT OF REVENUE, TX, 2989.45; NE NEB AMERICAN RED CROSS, RE, 39.24; PAC N SAVE, SU, 29.43; PAMIDA, SU, 213.55; PEPSI-COLA, SU, 904.66; PRESTO X, SE, 77.20; CITY EMPLOYEE, RE, 99.45; PUSH-PEDAL-PULL, SE, 1343.58; QUILL, SU, 112.63; QWEST, SE, 441.08; RANDOM HOUSE, SU, 219.92; RON'S RADIO, SE, 54.95; ROURKE PUBLISHING, SU, 15.95; SPARKLING KLEAN, SE, 1432.85; STADIUM SPORTING GOODS, SU, 282.82; STATE NATIONAL BANK, RE, 16462.50; STEFFEN, SU, 29.73; THE FINAL TOUCH, SU, 1324.00; THE JOURNAL OF LIGHT, SU, 59.95; UNITED WAY, RE, 10.00; US BANK, SE, 2825.81; WAYNE AUTO PARTS, SU, 626.54; WAYNE COMMUNITY HOUSING, RE, 1097.48; WAYNE COMMUNITY SCHOOLS, SE, 100.00; WAYNE HOSPITALITY GROUP, RE, 250000.00; CITY EMPLOYEE, RE, 104.49; CITY EMPLOYEE, RE, 174.66; APPEARA, SE, 99.83; ASSOCIATED FIRE, SE, 1000.00; CITY EMPLOYEE, RE, 138.40; BOARD OF EXAMINERS, FE, 10.00; CITY EMPLOYEE, RE, 375.42; BOMGAARS, SU, 16.27; CITY EMPLOYEE, RE, 63.72; BRIAN BRUCKNER, RE, 98.56; BROWN SUPPLY, SU, 346.66; CARHART LUMBER, SU, 625.63; CITY EMPLOYEE, RE, 22.96; CITY OF NORFOLK, SE, 196.67; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, RE, 500.00; CONTINUUM WORLDWIDE CORP, SE, 2200.00; COVENTRY HEALTH, SE, 18189.76; CUSTOMER SOLUTIONS, FE, 50.00; CITY EMPLOYEE, RE, 130.56; DAVE'S DRY CLEANING, SE, 111.00; DUTTON-LAINSON, SU, 1274.87; ECHO GROUP, SU, 734.33; ELECTRIC FIXTURE, SU,

265.05; FLOOR MAINTENANCE, SU, 104.34; FORT DEARBORN LIFE, SE, 1598.54; GENO'S STEAKHOUSE, SE, 68.00; CITY EMPLOYEE, RE, 59.25; CITY EMPLOYEE, RE, 133.49; IRS, TX, 918.00; CITY EMPLOYEE, RE, 90.03; MATTHEW BENDER & CO, SU, 299.94; MIKE KAUP, RE, 307.92; MIKE TOWNE/DOROTHY TOWNE, SE, 1000.00; NATL ARBOR DAY FOUNDATION, FE, 15.00; NE ECONOMIC DEVELOP ASSN, FE, 100.00; NE LAW ENFORCEMENT, FE, 330.00; NET-TECH, SU, 56.65; OAKSTONE PUBLICATIONS, SU, 118.80; OLSSON ASSOCIATES, SE, 706.30; OPTIMUM DATA, SU, 715.00; CITY EMPLOYEE, RE, 104.74; PITNEY BOWES, SE, 648.00; QWEST, SE, 309.27; RON'S RADIO, SE, 150.00; CITY EMPLOYEE, RE, 2611.86; STANLEY SECURITY, SU, 82.34; STATE NATIONAL BANK, SU, 5541.00; STEFFEN, SU, 1150.74; THE GLASS EDGE, SU, 399.00; TOM'S BODY & PAINT SHOP, SE, 321.04; VERIZON, SE, 204.28; WAYNE COUNTY VETS MEMORIAL, RE, 1508.78; WAYNE HERALD, SE, 442.90; WAYNE STATE COLLEGE, RE, 100.00; WAYNE STATER, SE, 24.00; CITY EMPLOYEE, RE, 17.66; WESCO, SU, 15930.27; WEST-E-CON, SE, 1580.00; ZEE MEDICAL SERVICE, SU, 70.29; CITY EMPLOYEE, RE, 33.65

Councilmember Ley made a motion and seconded by Councilmember Sturm to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

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

Mayor Chamberlain stated Matt and Sandy Ley have purchased Lots 8 and 9 in Fairway Estates Subdivision. They are building a house on these two lots. The utility easements located between these two lots will never be used. The following Ordinance would release those side-yard utility easements located between these two lots.

Councilmember Sturm introduced Ordinance 2010-29, and moved for its approval; Councilmember Frevert seconded.

ORDINANCE NO. 2010-29

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE SIDE YARD UTILITY EASEMENTS LOCATED IN LOTS 8 AND 9, FAIRWAY ESTATES SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm made a motion and Councilmember Frevert seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Ley made a motion and Councilmember Sturm seconded to move for final approval of Ordinance No. 2010-29. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain stated the following Ordinance would amend sections of the Building Codes to adopt the 2006 IRC Code and to eliminate the language which adopts all future building codes by reference. This would eliminate the requirement to install fire suppression systems/sprinkler systems in new homes beginning January 1, 2011.

Councilmember Ley introduced Ordinance 2010-30, and moved for its approval; Councilmember Frevert seconded.

ORDINANCE NO. 2010-30

AN ORDINANCE TO AMEND ARTICLE II BUILDING CODE, SECTIONS 18-41 ADOPTED BY REFERENCE AND 18-44 ENERGY CODE ADOPTED BY REFERENCE; ARTICLE III ELECTRICAL CODE, SECTION 18-81 ADOPTED BY REFERENCE; ARTICLE IV ONE AND TWO FAMILY DWELLING CODE, SECTION 18-151 ADOPTED BY REFERENCE; ARTICLE V PLUMBING CODE, SECTION 18-181 ADOPTED BY REFERENCE; ARTICLE VI UNSAFE BUILDINGS, SECTIONS 18-241

SPECIAL ASSESSMENTS AND 18-242 PROPERTY MAINTENANCE CODE ADOPTED BY REFERENCE; AND ADDING ARTICLE IX HEATING, VENTILATION AND COOLING (HVAC), SECTION 18-351 ADOPTED BY REFERENCE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Joel Hansen, Zoning Administrator, advised the Council that the interlocal agreement between the City of Wayne and the City of Norfolk for building inspection services states that the City will adopt and stay with the 2006 Codes until Norfolk adopts a new code.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm made a motion and Councilmember Ley seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm made a motion and Councilmember Ley seconded to move for final approval of Ordinance No. 2010-30. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Joel Hansen, Certified Street Superintendent, stated two bids were received to haul the stockpile of mixed fill material from the Kardell landfill site to Western Ridge. This stockpile was placed in the flood plain. At the time it was placed there, we were unaware that it was in the flood plain. It should not have been placed there. This was part of a change order in the Kardell Subdivision project. The savings from this change order was over \$100,000. However, now we need to spend an additional \$20,000 to haul

this material out of there. If we had realized this was in the flood plain at that time, this would have been a part of that change order to haul the material to a different location.

This is the second time we have been this out. These bids are coming in around 60% less than the first bids.

The bids/proposals have been reviewed, and the recommendation is to award the project to the low bidder – Robert Woehler & Sons Construction at \$4.74 per cubic yards for a total of \$18,960. It's estimated that there is 4,000 cubic yards to haul. When asked why city staff could not do this, Mr. Hansen responded that using the city trucks, it would take about 800 truck loads. The contractors have side dumpster trucks, which can haul 3.5 times what our trucks can haul.

Councilmember Sturm introduced Resolution No. 2010-102 and moved for its approval; Councilmember Frevert seconded.

RESOLUTION NO. 2010-102

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO HAUL THE STOCKPILE OF MIXED FILL MATERIAL TO THE SILT POND LOCATED IN WESTERN RIDGE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Todd Hoeman, representing the Wayne Volunteer Fire Department, was present requesting Council consideration to approving the membership application of Aaron Sage to the Wayne Volunteer Fire Department. Mr. Hoeman stated the department has 34 members at this time.

Councilmember Sturm made a motion and seconded by Councilmember Ley approving the membership application of Aaron Sage to the Wayne Volunteer Fire

Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Irene Fletcher, Assistant Director of Wayne Area Economic Development, stated the LB840 Sales Tax Advisory Committee is recommending approval of a request by WAED for community marketing and promotion in the amount of a \$10,000 grant. This is the same amount that was requested and approved last year. Community marketing includes the Wayne Works campaign, the Pride in Wayne campaign, and the continual business and industry marketing, which includes the opportunity building and wind towers.

Councilmember Sturm made a motion and seconded by Councilmember Haase approving the recommendation of the LB840 Sales Tax Advisory Committee to approve a grant in the amount of \$10,000 to Wayne Area Economic Development to be used for community marketing and promotion. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Kim Schulz, the Emergency Response Coordinator with Northeast Nebraska Public Health Department, was present requesting Council consideration to approving a Memorandum of Understanding which would allow them to use the fire hall as a “sub-hub site” during a mass dispensing event. The fire hall would be used as a dispensing/distribution location for the vaccine. The high school would be used as a dispensing point for the public.

Councilmember Sturm introduced Resolution No. 2010-97 and moved for its approval; Councilmember Frevert seconded.

RESOLUTION NO. 2010-97

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WAYNE AND NORTHEAST NEBRASKA
PUBLIC HEALTH DEPARTMENT.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Garry Poutre, Superintendent of Public Works and Utilities, advised the Council that we just completed our annual review of the electric rates. This is done by the same consultant we have used for a number of years. Last year when we went through this process, we did have increases in our wholesale power purchase rates from NPPD and WAPA. Rather than having a rate adjustment or increase last year, we collected those increases through our "Production Cost Adjustment" which is the PCA line item on the utility bill. The consultant has stated we can always choose to collect the increases through the PCA or we can raise the rates. This year, the consultant is suggesting the rates be increased by 6% across the board. If this is done, then the monthly PCA would not be as high. Mr. Towne has stated in his comments if we did not increase rates or collect a PCA, we would lose \$750,000 this year. This is not uncommon. We only pass on to our retail customers the increases we receive from our wholesale power suppliers.

Mr. Towne is also recommending increasing the rates 5% in 2012, 2013 and 2014. We review our rates annually, so that could change.

Mr. Poutre explained the Production Cost Adjustment. The PCA makes us whole every month, for the reason that there are fluctuations in prices on the NPPD bill, such as fuel costs, etc., which then changes what it costs them to produce the power that month. This is calculated monthly and is not unlike what Black Hills Energy has on their bill. This is why we didn't tell the people who want to sell us energy from the wind turbines

that we will just give you a flat amount for the electricity. We will not know until the end of the year exactly how much we have paid for electricity, and we are not willing to pay them more than what we would otherwise have paid NPPD.

Councilmember Frevert introduced Resolution No. 2010-98 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2010-98

A RESOLUTION ESTABLISHING A SCHEDULE OF ELECTRICAL RATES TO BE CHARGED CUSTOMERS FOR ENERGY AND POWER FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY; TO REPEAL CONFLICTING RATES AND SCHEDULES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

No action was taken on Agenda Item Nos. 12 and 13 regarding the Franchise and Pole Agreements with Huntel. These will be brought forward for action at a future meeting.

Mayor Chamberlain stated the following Resolution would add Habitat for Humanity as a participant to the Energy Saver Program. This is the same program used by Wayne Community Housing Development Corporation which provides up to \$2,000 for energy reduction practices for income qualified homes.

Councilmember Sturm introduced Resolution No. 2010-100 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2010-100

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY HOUSING DEVELOPMENT CORPORATION AND HABITAT FOR HUMANITY TO ESTABLISH THE ENERGY SAVER PROGRAM AND PROVIDE FOR COST-SHARING USING

A SET ASIDE OF CITY OF WAYNE ENERGY SAVING INCENTIVE FUNDS.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain stated the following Resolution would amend the Energy Incentive Program by adding exterior doors as a qualified improvement for reimbursement.

Councilmember Sturm introduced Resolution No. 2010-101 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2010-101

A RESOLUTION AMENDING THE ENERGY INCENTIVE PROGRAM OF THE CITY OF WAYNE TO ESTABLISH AND FUND THE ENERGY SAVER PROGRAM AND PROVIDE FOR COST-SHARING USING A SET ASIDE OF CITY OF WAYNE ENERGY SAVING INCENTIVE FUNDS.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Berry arrived at 6:15 p.m.

Mayor Chamberlain stated the Trail Committee has met and is recommending the Phase I Trail be named the “Will Wiseman Trail” and the Phase II Trail be named as the “Leila Maynard Trail.” Will Wiseman was a driving force in the movement to get a trail in Wayne. Leila Maynard is a former Wayne resident who was a World War II war hero.

Councilmember Sturm made a motion and seconded by Councilmember Brodersen to name the Phase I Trail the “Will Wiseman Trail” and to name the Phase II Trail the “Leila Maynard Trail.” Mayor Chamberlain stated the motion, and the result of

roll call being all Yeas, with the exception of Councilmember Haase who voted Nay, the Mayor declared the motion carried.

Councilmember Brodersen made a motion and seconded by Councilmember Ley to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:20 p.m.

CLAIMS LISTING JANUARY 4, 2011

ALIGNMENT TECHNOLOGIES	ANALYSIS ON BLOWERS	355.55
AMERICAN BROADBAND	INTERNET CHARGES	330.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,876.07
APPEARA	LINEN/MAT SERVICE	35.11
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	195.00
BARCO MUN PRODUCTS INC	HARNESS/LOCKING HOOKS	316.54
CITY EMPLOYEE	HEALTH REIMBURSEMENT	11.95
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENT	113.14
BLACK HILLS ENERGY	GAS BILLS	1,895.62
BOMGAARS	CORD/BOLTS/SAND/HEATERS/TORCH ETC	707.22
BROWN SUPPLY CO	RHINO POSTS W/COATING/FITTINGS	1,793.47
CITY OF NORFOLK	INSPECTION FEE	194.15
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	1,500.00
CITY OF WAYNE	PAYROLL	56,779.75
CITY OF WAYNE	UTILITY REFUNDS	826.92
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
COPY WRITE PUBLISHING	FD OFFICE SUPPLIES	90.64
CITY EMPLOYEE	HEALTH REIMBURSEMENT	130.79
CITY EMPLOYEE	HEALTH REIMBURSEMENT	61.60
ECHO GROUP INC JESCO	LOCK/BREAKERS/WIRE/CONNECTORS	118.61
ELECTRIC FIXTURE & SUPPLY	MOTOR/BLADE	141.63
ELLIS PLUMBING & HEATING	HEAT PUMP-WWTP/CLEAN SEWER MAIN	5,499.24
FIRST CONCORD GROUP LLC	CAFETERIA PLAN FEES	5,682.17
FLOOR MAINTENANCE	TOWELS	45.95
FORT DEARBORN LIFE	VFD INSURANCE	103.20
GLEN'S AUTO BODY	DOOR HANDLE REPAIR	77.43
GLOVER PAINTING	REPAIR CITY HALL/AUDITORIUM WALLS	3,083.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	6,279.06
HEARTLAND FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTIONS	1,225.20
HEARTLAND FIRE PROTECTION	FIRE EXTINGUISHER REFILL	1,770.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	110.03
ICMA RETIREMENT TRUST	ICMA RETIREMENT	5,503.06
IRS	FEDERAL WITHHOLDING	18,937.57
JEO CONSULTING GROUP	SLUDGE ENGINEERING/TP/SIDEWALKS	30,020.54
CITY EMPLOYEE	MEMBERSHIP REIMBURSEMENT	40.00
KLEIN ELECTRIC	ELECTRIC UNDERGROUND PROJECT	1,556.50
CITY EMPLOYEE	COMPUTER PURCHASE	532.00
KRIS HINNERICHS	ENERGY INCENTIVE	176.72
LAYNE CHRISTENSEN CO	WELL 11	39,391.94
LOWER ELKHORN N.R.D.	125 TREES	90.00
MERCY MEDICAL CLINICS	FLU SHOT	20.00
METZLER, CHAD	ENERGY INCENTIVE	500.00
MILO MEYER CONSTRUCTION	SHAPE WESTERN RIDGE POND	468.75
MSC INDUSTRIAL	DIGITAL PROTRACTOR	278.06
NE DEPT OF REVENUE	STATE WITHHOLDING	2,833.92

NE ECONOMIC DEVELOP ASSN	ANNUAL DUES - L JOHNSON	100.00
NE PUBLIC HEALTH	FLUORIDE	307.00
NE RPA	MEMBERSHIP RENEWAL	50.00
NET-TECH	ADAPTER	72.05
NORFOLK DAILY NEWS	SUBSCRIPTION RENEWAL	120.50
NORTHEAST NE PUBLIC POWER	ELECTRICITY	2,302.22
NWOD	MEMBERSHIP RENEWAL C JUNCK	10.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	67.08
CITY EMPLOYEE	HEALTH REIMBURSEMENT	925.06
PROPERTY EXCHANGE PARTNER	LIGHTING EFFICIENCY	80.00
PUSH-PEDAL-PULL	MOTOR DRIVE	153.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,818.94
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	234.31
STATE NATIONAL BANK	PETTY CASH	423.76
VERIZON WIRELESS SERVICES	CELL PHONES	160.83
VIAERO	CELL PHONES	135.34
WESCO DISTRIBUTION INC	SPLICE	278.76

RESOLUTION NO. 2011-1

A RESOLUTION APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE SOURCE WATER PROTECTION PROJECT (WELLHEAD PROTECTION PLAN).

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services regarding the "City of Wayne Source Water Protection Project"; and

WHEREAS, a proposal has been requested and received from JEO Consulting Group, Inc.; and

WHEREAS, the contract sum for said services is \$33,560.00; and

WHEREAS, staff recommendation is to accept said proposal of JEO Consulting Group, Inc.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the agreement between the City of Wayne and JEO Consulting Group, Inc., for the "City of Wayne Source Water Protection Project" be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for said professional services on behalf of the City.

PASSED AND APPROVED this 4th day of January, 2011.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

CONTRACT FOR SERVICES

City of Wayne, NE Source Water Protection Project

This agreement between the City of Wayne, Nebraska (City) and JEO Consulting Group, Inc. (JEO) is hereby entered into this ____ day of _____, 2011. This agreement shall consist of this document and such other drawings, conditions, and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled City of Wayne Source Water Protection Project. It shall generally consist of the establishment of a wellhead protection plan and regulations, educational efforts, and collectively referred to as the Source Water Protection Project. A scope of services to be performed under this agreement is contained in Section 1. Such work shall begin immediately upon signing of this document and is estimated to be substantially complete by June 2012. Modification or additions to this schedule may be authorized by mutual consent of the City and JEO.

SECTION 1 - Scope of Services

- A. JEO shall provide the following services to the City:
- See Attachment #1 (Scope and Fee)
 - See Attachment #2 (Project Area Map)
 - See Attachment #3 (NDEQ Workplan)

JEO may combine reports listed above in order to facilitate review and comment. Additional services may be performed by JEO at the direction of the City and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by JEO under this Agreement will be the care and skill ordinarily used by members of JEO's profession practicing under similar conditions at the same time and in the same locality. JEO makes no warranties, express or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by JEO pursuant to this Agreement are instruments of service developed exclusively for use of the City, and JEO shall retain an ownership and property interest therein. Other reuse of any such documents by City shall be at City's sole risk; and City agrees to indemnify, and hold JEO harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by City or by others acting through the City.

- B. City shall provide the following:
1. A project manager as a direct liaison with JEO and the Nebraska Department of Environmental Quality (NDEQ) to provide instruction and direction on behalf of the City.
 2. As needed, copies of all existing base maps, plans, GIS information, and other documents owned by or in the possession of the City.

3. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
4. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
5. Arrange for safe access to and make all provisions for JEO and JEO's Consultants to enter upon public and private property as required for JEO to perform services under this Agreement.
6. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by JEO (including obtaining advice of an attorney and other consultants as City deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
7. Give prompt written notice to JEO whenever the City observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of JEO services, or any defect or nonconformance in JEO's services or in the work of any Sub-Consultant.
8. Review by City Attorney of documents and regulations for conformity with existing local, state and federal law and regulations.
9. JEO shall be entitled to use and rely upon all such information and services provided by City or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The City shall pay JEO a lump sum of **\$33,560.00** for the performance of the scope of services in Section 1. City shall be billed monthly for services performed. All Invoices not paid within 30 days will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said day. In addition, JEO may, after giving seven (7) days written notice to City, suspend services under this Agreement until JEO has been paid in full all amounts due for services, expenses, and other related charges.

Additional services as may be agreed to and as may be added to Section 1.A above, shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the law of the State of Nebraska.

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by JEO to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and JEO.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and JEO and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and JEO, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

F. Termination of Contract

Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this Agreement. Upon such termination, the City shall pay to JEO all amounts owing to JEO under this Agreement, for all work performed up to the effective date of termination.

G. E-Verify Program

JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska. JEO shall require the same of each subcontractor.

Signed this _____ day of _____, 2011.

City of Wayne

Mayor – Ken Chamberlain

JEO Consulting Group, Inc.

Lalit Jha, PE/CFM/D.WRE
Vice President – Water Resources

General Scope of Services and Timeline
City of Wayne – Source Water Protection Project

Task I: Wellhead Protection Plan - \$16,640

January 2011 to December 2011

Summary: JEO will assist the City of Wayne with the establishment of a NDEQ approved Wellhead Protection Plan. JEO will work with the Nebraska Department of Environmental Quality (NDEQ) and Lower Elkhorn Natural Resources District (LENRD) as needed to ensure WHP activities is sufficient. JEO will assist the City with the public notification and public hearing procedures to ensure adoption of the Wellhead Protection Plan.

Activities

- 1) Inventory potential sources of contamination at both the north and south WHPAs using GIS.
- 2) Incorporation of available soil and groundwater sampling data regarding nitrates or other potential contaminants
- 3) Incorporate a updated wellhead protection area to include well number 11
- 4) Provide a manage strategy for potential contaminant sources
- 5) Incorporate emergency plan, update contingency plans
- 6) Locate potential area for new wells, provide locations to NDEQ for provisional map creation
- 7) Educate and involve the public (UNL workshop, Town Hall Meeting, Test Your Well Night)
- 8) JEO staff attendance of public hearings and project related meetings (up to two)

Results

- A. Compilation of all field work for a contaminant source inventory
- B. Identify location of abandoned wells for decommissioning
- C. Completion of an approved wellhead protection plan for submittal to NDEQ
- D. Three meetings – (Kickoff meeting, two WHP Committee meetings)

Task II: Wellhead Protection Overlay - \$5,320

January 2011 to December 2011

Summary: JEO will assist in the establishment of a wellhead protection ordinance for the Wayne wellhead protection areas to provide oversight of activities in the WHPAs beyond the two-mile extra-territorial jurisdiction through establishment of a City ordinance utilizing Neb Rev Stat 17-536, the 15-mile statute, to established controls for the City outside of the two-mile ETJ.

Activities

- 1) Establishment of a wellhead protection ordinance for the City of Wayne
- 2) Up to two steering committee meetings
- 3) Correspondence as necessary with City Attorney

Results

- A. Two meetings of the Wayne Wellhead Protection Committee
- B. JEO attendance of public hearings as necessary

Task III: GIS User Interface - \$4,000

January 2011 to May 2012

Task: The City of Wayne will be provided a ‘Google Earth’ like GIS User Output, using ESRI’s ArcExplorer, that will contain all related information such as potential contaminant sources, well locations, time-of-travel, utility lines, land uses, etc. The GIS User Output will enable City Staff to quickly display geospatial information in relation to wellhead protection management strategies.

Activities

- 1) JEO will create and collect relevant GIS data
- 2) JEO will create the GIS User Interface

Results

- A. GIS User Interface on CD with instructions

Task IV: Community Educational Efforts - \$4,000

January 2011 to May 2012

Task: JEO will assist Wayne with educational activities for citizens and landowners and provide ample opportunity to gather public input for the establishment of the plan and wellhead protection zone.

Activities

- 1) JEO will organize and facilitate one community workshop with UNL Extension and one town hall meeting
- 2) JEO will design and deliver educational bill stuffers, press releases, letters, and provide web ready fact sheets in PDF format
- 3) JEO will assist with organization of 'Test Your Well Night' sponsored by Wayne Community Schools

Results

- A. Extensive public education and outreach to increase awareness about source water protection in the Wayne area.
- B. A total of three educational efforts facilitated by JEO along with Wayne staff

Task V: Grant Activity and Project Coordination - \$3,600

January 2011 to May 2012

Task: JEO will coordinate all aspects of the project with NDEQ, Lower Elkhorn NRD, and other project stakeholders on behalf the City of Wayne.

Activities

- 1) Grant administration assistance
- 2) Project coordination and oversight, including assistance with well abandonment and deep soil sampling

Meeting Summary

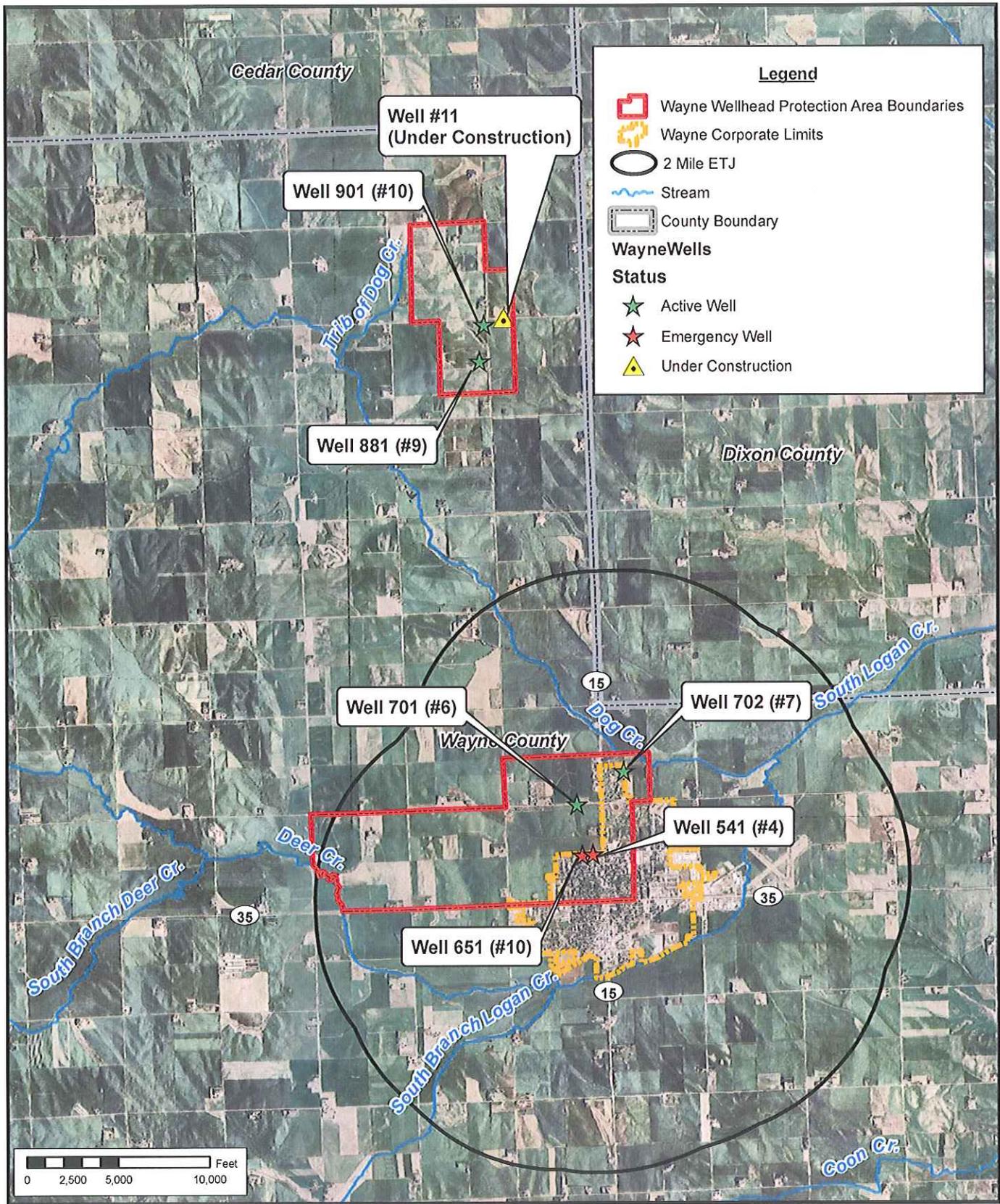
- 1 – Project Kick-off with Steering Committee
- 3 – WHP Committee meetings
- 3 – Workshop, focus group, and town hall meeting
- 2 – Public hearings (if necessary)

TOTAL COST: \$33,560

Cost includes expenses of JEO staff related to travel, snacks for meetings, printing of final deliverables, phone calls, etc.

Tasks not included:

- 1) Geotechnical testing and/or sampling to be performed by others
- 2) Wellhead Protection Map Update (performed by others or NDEQ)
- 3) Additional meetings not described
- 4) Additional printings/flyers, etc. not described



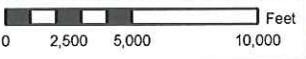
Legend

- Wayne Wellhead Protection Area Boundaries
- Wayne Corporate Limits
- 2 Mile ETJ
- Stream
- County Boundary

WayneWells

Status

- Active Well
- Emergency Well
- Under Construction



City of Wayne, NE
 - Source Water Protection Grant -
 Attachment 2: Project Area Map



Project Title
City of Wayne Source Water Protection Project
Work Plan

Project's Primary Sponsor

City of Wayne
P.O. Box 8
306 Pearl St.
Wayne, NE 68787
(402) 375-1733 - office
(402) 375-1619 - fax
www.cityofwayne.org

Project Manager

Garry Poutre
Superintendent of Utilities and Public Works
eldist@cityofwayne.org
(402) 375-2896 – office
(402) 369-1997 - cell

Project Co-Sponsors

Lower Elkhorn Natural Resources District
University of Nebraska Extension
JEO Consulting Group, Inc.

Funds Requested

\$21,500

Match Offered:

\$23,760

Local Project Area

City corporate limits and wellhead protection areas - approximately 4,442 acres

Project Period

January 2011- January 2013

ATTACHMENT #3

PROJECT DESCRIPTION

Introduction and Background Information

The City of Wayne, incorporated in 1881 and located at the junction of Nebraska State Highway 35 and Nebraska State Highway 15, is located in Wayne County in the northeast Nebraska. The City is primarily surrounded by agricultural lands. The community includes some manufacturing and Wayne State College. Wayne's population has steadily been increasing from 2,381 in 1930 to 5,583 in 2000.

As seen on the project map (page 7) the City's water supply system includes seven water wells including two emergency wells, one under construction (well Number 11 currently being constructed), and four active wells., one stand pipe, one elevated storage tank, a new water pressure booster station, and numerous mains. The bulk of the City's water is supplied by two wells located six miles north of the community. This well field was developed in the 1980's because the City's existing wells located in and around the community were experiencing elevated nitrate levels.

Well Numbers 4 and 5 have exceeded the Maximum Contaminant Level (MCL) of 10 parts per million (PPM) for nitrate and have not been used for the last three years and are classified as emergency wells. In addition, Well Number 6 has documented evidence of nitrate levels exceeding MCL levels, but has recently dropped below the MCL. When the levels were elevated the City mixed water from Well Number 6 with Wells 9 and 10 to blend the water and reduce the nitrate level prior to tapping into the system. This has led the City to install Well Number 11 which is anticipated to be finished and operational before the end of 2010.

This project will complement previous actions by the City related to source water protection and education. Last year, the City installed seven rain sensors on city properties such as ball fields, city hall, community activity center, and the fire hall. Each month a newsletter is distributed and features water conservation tips for citizens and property owners. The City also participates in the annual 'Green Expo' held each Spring where they meet with citizens and deliver information on water conservation techniques. The City has also installed nearly four acres of stormwater retention facilities in an effort to limit runoff to local streams and recharge local aquifers. The City is also a partner with The Groundwater Foundation in the 'green sites' program.

The City of Wayne is seeking to establish a proactive approach toward protecting their source drinking water and investments they have made into their drinking water system. Current land uses in and around the wellhead protection areas, the lack of zoning power on the County level, previous problems with water quality, and the lack of information regarding the City's drinking water source are driving the City to tackle these problems proactively. Through source water protection, education, and infrastructure protection the city hopes to improve their drinking water in terms of quality and quantity.

The Wayne Source Water Protection project will establish a Nebraska Department of Environmental Quality (NDEQ) approved wellhead protection plan, establish a wellhead protection ordinance, and collect water quality data that will enable Wayne to plan for implementation of on-the-ground actions to reduce or completely eliminate threats to the drinking water supply. In addition, the project will outline educational efforts to inform citizens and area agricultural producers about the drinking water supply, identify conservation efforts, and provide ample opportunity to gather public input for the establishment of the wellhead protection plan and ordinance.

The project will become a road map for the next 10 to 20 years to encourage source water friendly land uses, farming practices, and other management activities to limit the amount of source water contamination of Wayne and increase conservation practices. Lower Elkhorn NRD will have supportive involvement in the eventual implementation of action items outlined in this plan.

ATTACHMENT #3

A 'project committee' will be established and include members from each 'co-partner', other appropriate agencies, landowners in the wellhead protection areas, and local citizens. The intent of the project committee will be to guide decision-making during the planning process and implementation of management strategies.

Public involvement for this project will include a series of community meetings including one educational workshop with UNL Extension and a town hall meeting to obtain input in the planning process. A project committee meeting will be held prior to both meetings. In order to increase attendance at each meeting the City will send letters to individual property owners; make phone calls; and advertise the meetings through posting of flyers, bill stuffers, and publishing press releases in the local newspaper. The community meetings will create opportunities to educate the public on the importance of wellhead protection, allow the stakeholders to obtain information and input necessary to establish an ordinance, include management strategies in the wellhead protection plan, and begin an ongoing process of ensuring the citizens recognize the importance of protecting their water source.

The City and the Lower Elkhorn NRD will be responsible for evaluating the effectiveness of management strategies as they are implemented over time and also be responsible for securing additional funding to implement source water protection projects to ensure the management plan is implemented.

PROJECT OBJECTIVES AND TASKS

Objective One – Establish NDEQ Approved Wellhead Protection Plan

The City, with assistance from JEO, will establish a Wellhead Protection Plan in accordance with the Wellhead Protection Area Act (Neb. Rev. Stat. §46-1501 – 46-1509, LB 1161, 1998). The WHP Plan will contain the following components:

- a. Inventory of potential sources of contamination at both the north and south WHPAs using GIS
- b. Incorporation of available soil and groundwater sampling data regarding nitrates or other potential contaminants
- c. Update the WHPAs based on new information, including incorporation of well number 11
- d. Manage potential contaminant sources
- e. Incorporate newest version of emergency and contingency plans
- f. Plan ahead for future wells
- g. Educate and involve the public on issues related to source water protection, such as wellhead protection, best management practices, onsite wastewater system management, and private well management

Task 1.1 Contaminant Source Inventory –The City, with assistance from JEO, will use GPS/GIS to inventory potential contaminant sources, including onsite wastewater systems, wells, and abandoned wells.

Task 1.2 NDEQ Approved Wellhead Protection Plan Establishment –The City, with assistance from JEO, will establish an NDEQ approved wellhead protection plan, emergency and contingency plans, and plan for new wells.

Task 1.3 Planning Committee Meeting #1 –The City, with assistance from JEO, will facilitate one steering committee meeting to discuss the wellhead protection plan prior to the UNL Educational Workshop.

Objective Two – Establishment of a Wellhead Protection Ordinance

Once a wellhead protection plan has been established, the City will work to establish a wellhead protection ordinance that fits their needs. The City of Wayne will be able to extend more stringent regulations to the WHPA outside of their existing zoning jurisdiction to protect the source of drinking water. The ordinance

ATTACHMENT #3

will add another step in the planning process for new developments, onsite wastewater system installation, and many other potentially harmful activities.

Task 2.1 Drafting of Ordinance – The City, with assistance from JEO, will establish a wellhead protection ordinance. Supported by the wellhead protection plan, the ordinance will allow the City of Wayne to enforce more stringent rules and regulations to reduce or eliminate the threat of contaminating the source water supply. The ordinance will be specifically written to meet the needs of the City of Wayne. Once the ordinance is drafted the City will adopt it locally and incorporate into existing regulations. The ordinance will address activities in the WHPA such as: installation of onsite wastewater systems, animal feeding operations, large fuel storage, and others will be closely monitored by the City through a permitting program. In addition, setbacks will be established to further protect the source water supply.

Task 2.2 Planning Committee Workshops – The City, with assistance from JEO, will facilitate two planning committee meetings to discuss the wellhead protection ordinance and management strategies, one prior to the Open House and one prior to the Test Your Well Night.

Objective Three – Community Educational Efforts

JEO will assist Wayne with educational activities to educate citizens and provide ample opportunity to gather public input for the establishment of the plan and ordinance.

Task 3.1 Test Your Well Night – JEO will organize a ‘Test Your Well’ night to provide free water quality testing for private well owners in and around the WHPAs.

Task 3.2 Educational Town Hall Meeting –The City will conduct a town hall meeting for property owners in the wellhead protection areas and citizens of Wayne. The intent of the meeting will be to discuss source water protection, threats to the source water, and discuss management strategies to protect the source of drinking water.

Task 3.3 Community Workshop –The City, with assistance from UNL Extension, will conduct a community workshop for all citizens and property owners in the wellhead protection areas to discuss source water management and other aspects of water quality.

Task 3.4 Educational Bill Stuffers –The City will include bill stuffers with information about conservation and water quality issues.

Objective Four – On-the-Ground Activities

As part of a comprehensive approach to source water management, the City of Wayne intends to implement ‘on-the-ground’ activities to begin the effort of conserving water use and limiting potential contaminant sources.

Task 4.1 Decommissioning Abandoned Wells –The City and Lower Elkhorn NRD will continue and expand past efforts to locate and decommission abandoned wells throughout the wellhead protection areas. Wells will be identified as part of the contaminant source inventory and public input process. The City will work with Lower Elkhorn NRD and NDEQ to properly decommission these wells.

Task 4.2 –Lower Elkhorn Deep Soil Sampling Cost-share – The City of Wayne will encourage agricultural producers to perform deep (36 inches) soil sampling to enable producers to better manage fertilizer application by knowing what exists in the full crop root zone. Lower Elkhorn NRD can provide up to 75% cost-share, with an additional 25% cost-share to be provided as incentive to producers to complete soil sampling in the WHPA from the City of Wayne.

ATTACHMENT #3

Task 4.3 – GIS User Output – The City of Wayne will be provided a ‘Google Earth’ like GIS User Output, using ESRI’s ArcExplorer, that will contain all related information such as potential contaminant sources, well locations, time-of-travel, utility lines, land uses, etc. The GIS User Output will enable City Staff to quickly display geospatial information in relation to wellhead protection management strategies.

Objective Five – Grant Activity and Project Coordination

JEO will coordinate all aspects of the project with NDEQ, Lower Elkhorn NRD, and other project stakeholders for the City of Wayne.

Task 5.1 – Grant Administration Assistance and Project Coordination – JEO will coordinate all aspects of the project with NDEQ, UNL, the City of Wayne, and the consultant performing environmental work.

Task 5.2 – Project Coordination and Oversight - JEO will ensure that grant terms and conditions are met, process budget and billings related to the grant, submit reports, and keep the project on schedule. JEO will be responsible for successful completion of any applicable Quality Assurance Project Plan or project plans related to environmental sampling as part of this project.

PARTNERSHIPS

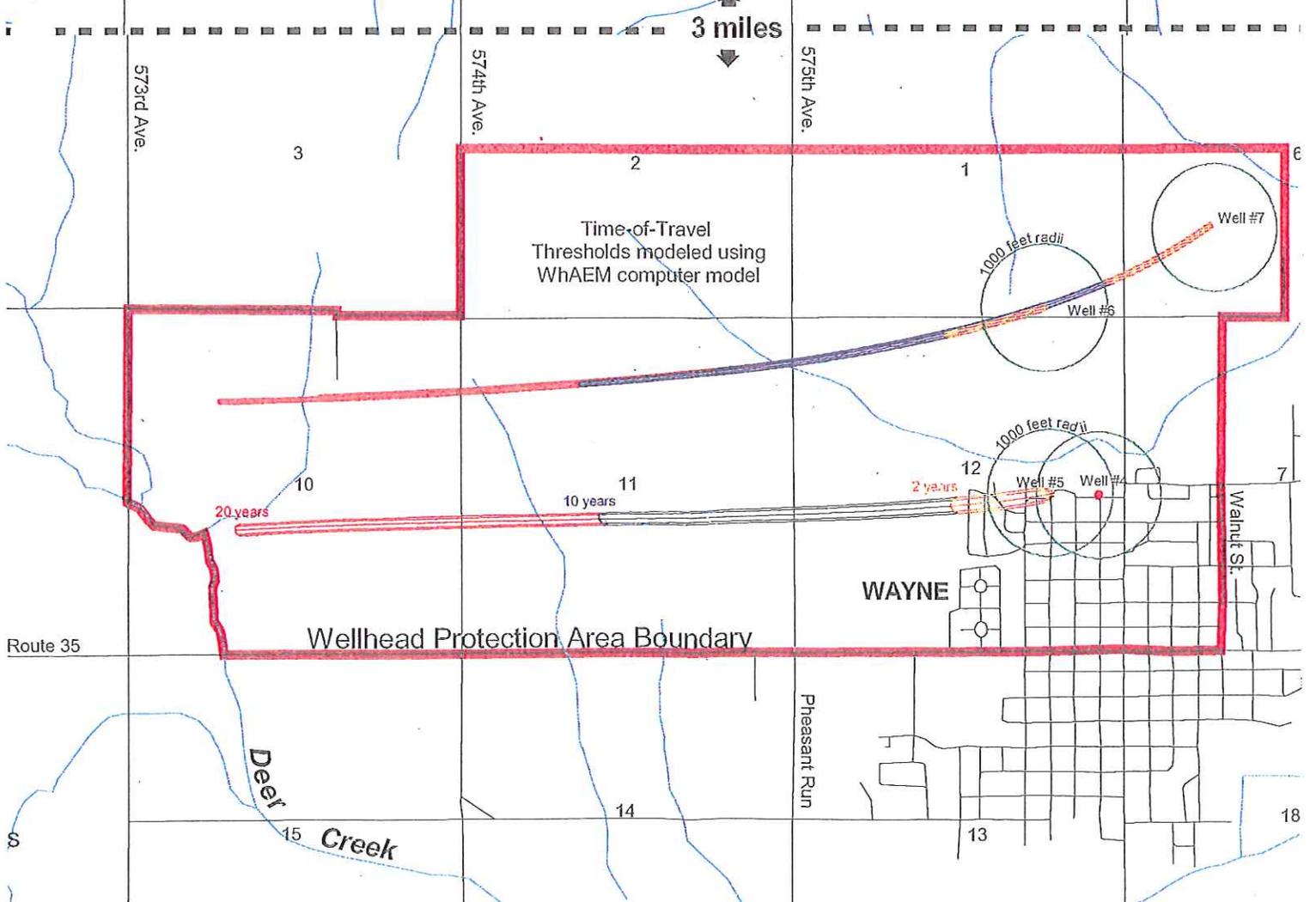
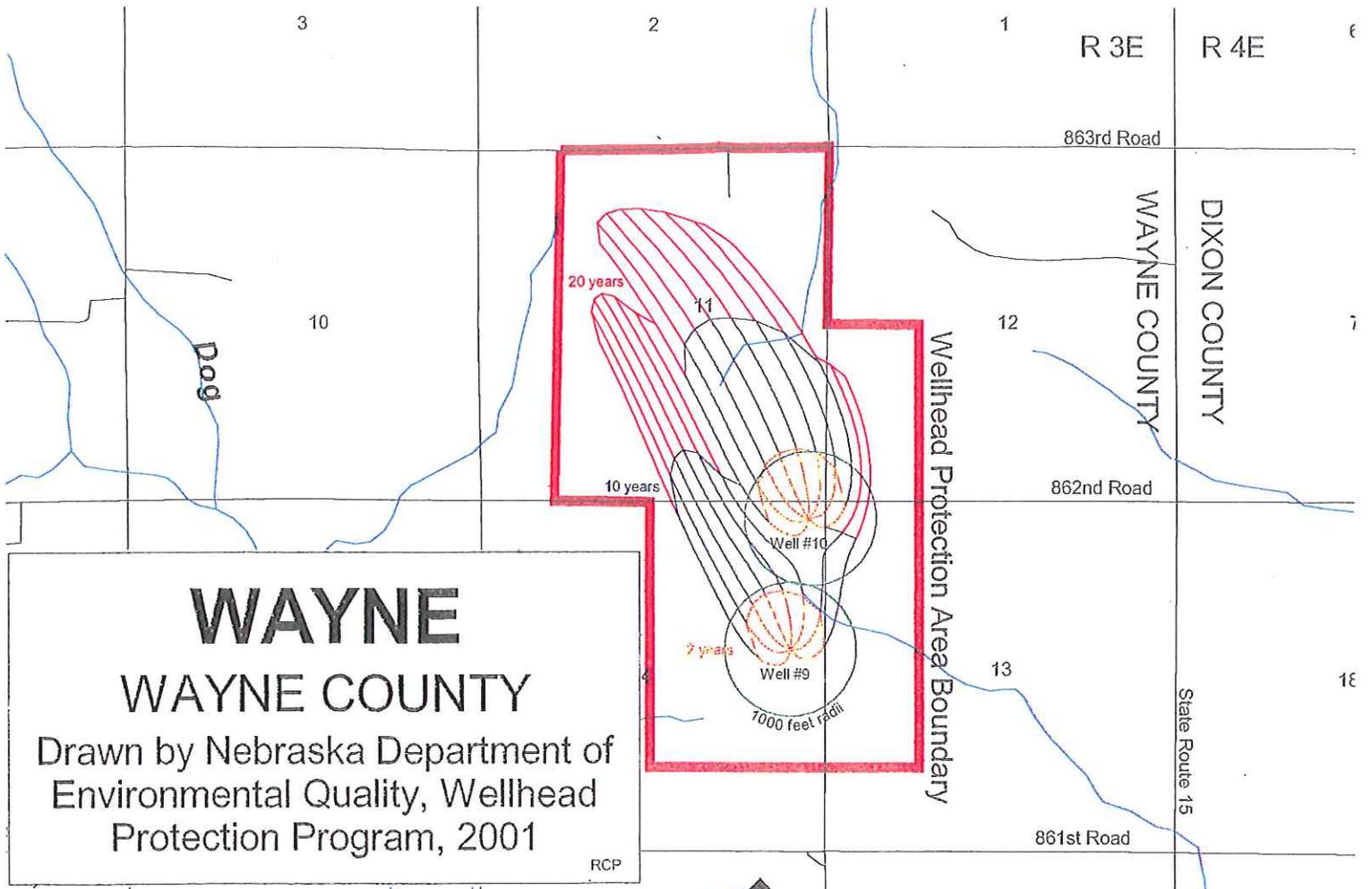
- **City of Wayne** – will lead the planning effort and implement the ‘on-the-ground’ activities with assistance from Lower Elkhorn NRD and JEO.
- **Lower Elkhorn NRD** - will provide financial and technical assistance, water quality and quantity information, as necessary throughout the project.
- **University of Nebraska-Lincoln Extension** - will assist with the educational workshop, provide technical assistance, and provide educational materials to property owners source water management and best management practices.
- **JEO Consulting Group, Inc.** – will work with Wayne to establish of the wellhead protection plan, establish a source water protection plan, and assist with educational activities for the project.
- **Wayne County** - will be kept up-to-date on all project activities and contacted in cooperating with project activities outside of the City of Wayne’s jurisdiction.
- **Nebraska Department of Environmental Quality** – will provide funding and technical assistance where applicable.

ATTACHMENT #3

PROJECT COSTS/FUNDING SOURCES

ITEM	Cost	Grant Funds	Matching Funds		Match Source
			Cash	In-Kind Match	
TRAVEL					
UNL Extension	\$700	\$700			
CONTRACTUAL					
Wellhead Protection Plan	\$16,640	\$11,640	\$5,000		City
Wellhead Overlay Zone	\$5,320	\$2,320	\$3,000		City
GIS User Interface	\$4,000	\$2,000	\$2,000		
Meetings/Workshop Facilitation and Preparation/Coordination (6 total)	\$7,600	\$2,840	\$4,760		
INCENTIVES					
Deep Soil Sampling (35 samples)	\$3,000	\$1,000		\$2,000	NRD
Abandoned Well	\$4,000	\$1,000		\$3,000	NRD
PERSONEL COST					
City of Wayne	\$2,000	\$0		\$2,000	City
Lower Elkhorn NRD	\$2,000	\$0		\$2,000	NRD
TOTALS	\$45,260	\$21,500	\$14,760	\$9,000	\$45,260
Percent of Totals		48%	33%	20%	
Total Grant Funds Requested		\$21,500			
Total Matching Funds		\$23,760			

NOTE: The City of Wayne will commit a cash match of \$14,760 for this project



EMC Insurance Companies

BUSINESS PROTECTION POLICY COMMON DECLARATIONS

POLICY PERIOD

FROM: SEE SECTION DECLARATIONS TO: 01/04/12 *-----*

12:01 A.M. STANDARD TIME * ACCOUNT NUMBER *

AT YOUR MAILING ADDRESS SHOWN BELOW * 8 X 4 - 4 1 - 5 5---12 *

(UNLESS CHANGED ON THE SECTION DECLARATIONS) *-----*

NAMED INSURED :

PRODUCER :

CITY OF WAYNE
306 PEARL ST
PO BOX 8
WAYNE NE 68787-0008

NORTHEAST NEBRASKA INSURANCE
AGENCY INC
PO BOX 100
WAYNE NE 68787-0100

AGENT: AB 7022
AGENT PHONE: 402-375-2696
CARTER A. PETERSON
CLAIM REPORTING: 888-362-2255

INSURED IS: MUNICIPALITY BUSINESS DESC: MUNICIPALITY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. THE COMPANY AFFORDING COVERAGE IS DESIGNATED BY THE NAME IN THE DECLARATIONS OR INFORMATION PAGE FOR EACH SECTION OF THE POLICY.

SECTION	COVERAGE	PREMIUM
1	PROPERTY	\$ 48,121.00
2	LIABILITY	15,995.00
3	CRIME	887.00
4	INLAND MARINE	4,155.00
5	AUTOMOBILE	17,976.00
6	WORKERS' COMPENSATION	72,732.00
7	UMBRELLA	11,522.00
8	OTHER - COMMERCIAL OUTPUT	45,021.00
	LINEBACKER	3,361.00
	LAW ENFORCEMENT	2,887.00

ESTIMATED TOTAL POLICY PREMIUM \$ 222,657.00

FORMS APPLICABLE TO ALL SECTIONS EXCEPT:

1. WORKERS' COMPENSATION
2. WHEN EXCLUDED ON SECTION DECLARATIONS
IL0017(11/98) IL7004(10/08)

\$ 246,024 last yr premium

THE ADDRESS AND TELEPHONE NUMBER OF THE SERVICING COMPANY IS:

EMC INSURANCE COMPANIES PHONE: (402) 493-6990
PO BOX 2070
OMAHA, NE. 68103-2070

PLACE OF ISSUE: OMAHA, NE

DATE OF ISSUE: 11/29/10

COUNTERSIGNED BY:



FORM: IL7000A (ED. 09-02)

11/29/10

TN

8X44155 12

**Goldenrod Hills Community Action
Weatherization**

Contact Us:

Goldenrod Hills Community Action
Operation Great Start
1119 Avenue E
Wisner, NE 68791
Phone: 402-529-3513 or 1-800-445-2505 Ext. 275 or 278
Office Hours: Monday thru Friday 8:00 a.m. to 4:30 p.m.

Did You Know:

Weatherization can reduce your energy costs for a long period of time. After a home has been weatherized, energy used for heating is often reduced an average of 32%. Some improvements, such as insulating your sidewalls or attic, for example; will continue to provide savings for the lifetime of the home.

Services:

Some typical weatherization measures that may be done to your home include:
Sidewall and attic insulation
Infiltration work (caulking and weather-stripping around doors and windows and glass repair)
Repair/Replacement of furnace/heating unit (Home-owned units only)
Goldenrod Hills Weatherization Program uses crews as well as contractors to install the materials.
Goldenrod Hills Community Action Weatherization Program will weatherize approximately 250 homes during the year.

List of Locations:

Goldenrod Hills Community Action serves a fourteen county area so there may be a wait for the weatherization work to be completed. Counties served are: Antelope, Burt, Cedar, Cuming, Dakota, Dixon, Dodge, Knox, Madison, Pierce, Stanton, Thurston, Washington and Wayne.

Eligibility & Application:

Whether you own or rent, live in a single-family, multi-family, or a mobile home you can apply for assistance. The Weatherization Program is an income based program. Households with incomes at or below 200% of the Federal Poverty Level are eligible.

**Household Size
Maximum Household Income**

1	\$21,660
2	\$29,140
3	\$36,620
4	\$44,100
5	\$51,580
6	\$59,060
7	\$66,540
8	\$74,020

(Each additional household member add \$7,480)

If someone in your household receives Supplemental Security Income (SSI), Temporary Assistance For Needy Families (TANF), or participates in the Low Income Energy Assistance Program (LIHEAP), you are automatically eligible.

Let us help you reduce your energy costs!!

Goldenrod Hills Community Action Weatherization Program

What is Weatherization?

Weatherization is making homes more energy efficient. Weatherization services may include the following services:

- Installation of insulation in attic, sidewalls and foundation
- Exterior caulking
- Replacement of broken glass or torn screens
- Weather-stripping of doors and other types of materials
- Wrapping water pipes and installing water heater jackets

In addition, all furnaces and water heaters receive a safety inspection. We must ensure that all furnaces are safe and operable before any weatherization work can be done to the home. Goldenrod Hills is able to do some furnace repair/replacement work in home-owned units. However, if a furnace or water heater in a rental unit is found to be unsafe, it is the responsibility of the owner to replace or repair the appliance before any weatherization work can begin. Weatherization does not include roof replacement, siding or replacement windows.

Weatherization can reduce your energy costs for a long period of time. After a home has been weatherized, energy used for heating and cooling is often reduced by up to 32 percent. Some improvements, such as insulating your walls or attic, for example, can provide savings for the lifetime of the home.

Who is eligible to receive weatherization services?

The weatherization program is an income-based program; households with incomes at or below 200 percent of the federal poverty level are eligible. Households containing a member who is receiving either ADC or Supplemental Social Security Income are automatically income eligible to receive services.

Weatherization is available to renters as well as homeowners, whether you live in a single-family home, multi-family housing complex or a mobile home. However, renters must receive written permission from their landlords. All weatherization services are provided at no cost of the person in the home is income eligible and meets all the other requirements for the Weatherization Program.

Can a home receive weatherization services every year?

No, if your home has been previously weatherized by Goldenrod Hills since October of 1994 we cannot re-weatherize that unit. However; if it was weatherized before this date we are able to do re-weatherization.

Where can I get more information on the Weatherization Program?

Persons interested in our services may call Goldenrod Hills Community Action at (402) 529-3513 or 800 445-2505 ext. 278 or 275. We do take the information for our applications over the phone and they are sent out to the client to look over and sign. Please feel free to call our office with any questions you may have about our services. Goldenrod Hills serves a 14 county area in Northeast Nebraska, these counties include: Antelope, Burt, Cedar, Cuming, Dakota, Dixon, Dodge, Knox, Madison, Pierce, Stanton, Thurston, Washington and Wayne.

**Goldenrod Hills Community Action
1119 Ave E
P.O. Box 280
Wisner, NE 68791
(402) 529-3513
800 445-2505**

**GOLDENROD HILLS COMMUNITY ACTION
BOX 280, WISNER, NE 68791 (402) 529-3513
HOME WEATHERIZATION APPLICATION**

NAME OF APPLICANT _____ SOC. SEC. # _____

STREET _____ POB _____ TOWN _____ ZIP _____

COUNTY _____ PHONE # _____ AGE _____ DOB _____ RACE _____

DISABLED: YES _____ NO _____ NUMBER OF PERSON IN HOUSEHOLD _____

HOUSE OWNED _____ RENTED _____ LANDLORD'S NAME AND ADDRESS _____

Type Of Home: FRAME _____ MOBILE _____ MULTI-FAMILY _____

NAME OF HOUSEHOLD MEMBERS	DATE OF BIRTH	AGE	RELATIONSHIP	DISABLED

(FOR ADDITIONAL HOUSEHOLD MEMBERS USE REVERSE SIDE)

HAVE YOU RECEIVED UTILITY PAYMENTS FROM DHHS IN THE PAST YEAR? (Heating or Cooling) YES _____ NO _____

SOURCE OF INCOME: Check all that apply:

WAGES _____ UNEMPLOYMENT _____ SELF-EMPLOYED _____ ADC/TANF _____ VA PENSION _____ RETIREMENT _____

SOC. SECURITY _____ SSI _____ RENTAL INCOME _____ OTHER _____ TOTAL INCOME _____

FUEL USED FOR HEATING: _____ NATURAL GAS _____ ELECTRICITY _____ PROPANE _____ FUEL OIL _____ WOOD _____ OTHER _____

FUEL SUPPLIER _____ ACCOUNT NUMBER FROM BILL _____

I CERTIFY THAT I AM THE OWNER OR TENANT FOR THE PROPERTY AT THE ADDRESS GIVEN ABOVE AND REQUEST WEATHERIZATION SERVICES ON THIS RESIDENCE.

I GIVE MY PERMISSION FOR:

1. Inspection and evaluation of the residence by Goldenrod Hills Community Action (GHCA) personnel.
2. Weatherization services to be applied to the residence (if applicable) in accordance with Federal and State guidelines.
3. Inspection of the Weatherization work on your home; by GHCA, Federal or State personnel.
4. Release of my past and future fuel bills to GHCA personnel.
5. Information to be transferred between other Goldenrod Hills Community Action Programs as deemed necessary and under the supervision of the Program Director.

I UNDERSTAND THAT THIS INFORMATION WILL BE USED ONLY TO PROVIDE DATA FOR THE ABOVE NAMED WEATHERIZATION AGENCY, AND NO INFORMATION OBTAINED THROUGH THIS RELEASE SHALL BE MADE PUBLIC IN SUCH A MANNER THAT THE DWELLING OR OCCUPANTS CAN BE IDENTIFIED. I UNDERSTAND THAT THIS IS AN APPLICATION AND FILLING IT OUT DOES NOT GUARANTEE ANY WORK BEING DONE ON MY HOUSE. I ALSO UNDERSTAND THAT BY SIGNING THIS PAPER, I AM AUTHORIZING GOLDENROD HILLS COMMUNITY ACTION TO WEATHERIZE MY HOME FREE OF DEBT OR LIEN. I CERTIFY THAT ALL THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT FALSE STATEMENTS ARE PUNISHABLE BY LAW. I DO INDEED LIVE IN THE HOUSE IN WHICH I AM APPLYING FOR. I DECLARE THAT I DO INTEND TO CONTINUE TO LIVE IN MY WEATHERIZED DWELLING FOR AT LEAST SIX(6) MONTHS AFTER WEATHERIZATION IS COMPLETED.

SIGNATURE OF GHCA PERSONNEL _____ DATE _____

SIGNATURE OF APPLICANT _____ DATE _____

NAMES AND AGES OF HOUSEHOLD CONTINUED.

NAMES OF HOUSEHOLD MEMBERS	DATE OF BIRTH	AGE	RELATIONSHIP	DISABILITY

LEGAL DESCRIPTION OF HOME:
SECTION:

MOBILE HOME DESCRIPTION:
YEAR:

TOWNSHIP:

MODEL:

RANGE:

SERIAL/VIN NUMBER:

DIRECTIONS TO HOME:

MONTHLY INCOME & NAME AND ADDRESS OF EMPLOYER(S)

HOUSEHOLD MEMBER HOURS & WAGE EMPLOYER
Or Type of Income ADDRESS

APPLICATION FOR PAYMENT NO. 4

To: City of Wayne, Nebraska
From: ME Collins Contracting Co., Inc.
Contract For: 2010 Wayne Sidewalk Replacment
ENGINEER's Project No. 90836
For Work accomplished through the date of: December 22, 2010

1. Original Contract Price:	\$ 624,616.70
2. Net change by Change Orders and Written Amendments (+ or -):	\$ 4,579.00
3. Current Contract Price (1 plus 2):	\$ 629,195.70
4. Total completed and stored to date:	\$638,171.20
5. Percent of Project Completed <u>101%</u>	
6. Retainage (per agreement):	
<u>10%</u> of completed Work and Stored Materials:	\$ 63,817.12
(10% of the first 50% of work completed & stored)	
Total Retainage:	\$ 63,817.12
7. Total completed and stored to date less retainage (4 minus 6):	\$ 574,354.08
8. Less previous Application for Payments:	\$ 481,040.64
9. DUE THIS APPLICATION (7 MINUS 8):	\$ 93,313.44

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 12/22/10 By: ME Collins Contracting Co., Inc.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 12-22-10 By: JEO CONSULTING GROUP, INC.

APPLICATION APPROVED BY: City of Wayne, Nebraska

By: _____ Date: _____
Title: _____

ATTEST:

By: _____ Title: _____

CONTRACTOR'S PROGRESS ESTIMATE

Owner: City of Wayne, Nebraska

Date: 12/22/10

Project: 2010 Wayne Sidewalk Replacement

Estimate No.: 4

Contractor: ME Collins Contracting Co., Inc.

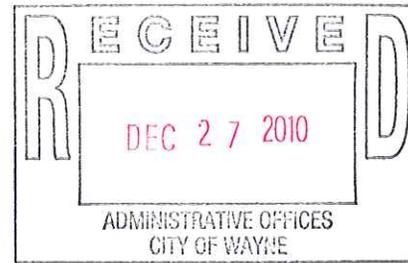
JEO Project No.: 090836

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	QTY TO DATE	UNIT PRICE	TOTAL
GROUP "A" - REMOVALS						
1	1	LS	Mobilization	1	\$24,700.00	\$24,700.00
2	27,281	SF	Remove Sidewalk	28,123	\$2.20	\$61,870.60
3	388	SY	Remove Driveway Paving	458	\$10.00	\$4,580.00
4	124	SY	Remove Pavement	174	\$10.00	\$1,740.00
5	931	SY	Remove Pavement & Salvage Brick	931	\$16.00	\$14,896.00
6	473	LF	Remove Concrete Curb and Gutter	473	\$6.00	\$2,838.00
7	204	SY	Remove Alley Paving	224	\$14.00	\$3,136.00
8	8	EA	Remove & Reset Sign and Post	9	\$100.00	\$900.00
9	1	LS	Remove Step & Planters	1	\$700.00	\$700.00
10	118	SF	Remove & Salvage Brick	199	\$4.00	\$796.00
11	15	LF	Remove Trench Drain	15	\$10.00	\$150.00
12	12	EA	Remove Tree	13	\$300.00	\$3,900.00
13	4	EA	Remove Inlet	4	\$400.00	\$1,600.00
14	1	EA	Remove Junction Box	0	\$500.00	\$0.00
15	1	EA	Remove Existing Concrete Ramp Structure	1	\$3,000.00	\$3,000.00
16	8	LF	Remove Steps	0	\$50.00	\$0.00
17	1	EA	Remove Existing Concrete Stoop Structure	1	\$600.00	\$600.00
18	1	EA	Remove Existing Wood Ramp Structure	1	\$300.00	\$300.00
19	1	EA	Remove Manhole Ring and Cover	1	\$200.00	\$200.00
20	3	CY	Place Flowable Fill	3	\$165.00	\$495.00
TOTAL GROUP "A" - REMOVALS						\$126,401.60
GROUP "B" - SIDEWALK/PAVING IMPROVEMENTS						
1	25,382	SF	Build 5" Concrete Sidewalk	25,892	\$4.80	\$124,281.60
2	1,094	SY	Build 8" PCC Pavement w/Integral Curb & Gutter	1086	\$47.00	\$51,042.00
3	389	SY	Build 8" PC Concrete Driveway Pavement	496	\$47.00	\$23,312.00
4	208	SY	Build 8" PC Concrete Alley Pavement	236	\$50.00	\$11,800.00
5	510	LF	Remove and Replace Concrete Curb and Gutter	580	\$30.00	\$17,400.00
6	143	SY	Build Brick Paving w/Salvaged Brick	169	\$80.00	\$13,520.00
7	1	EA	Ramp/Wall/Handrail Structures - "A" 3/D1.1	1	\$4,955.00	\$4,955.00

8	1	EA	Ramp/Wall/Handrail Structures – "B" 4/D1.1	1	\$4,480.00	\$4,480.00
9	1	EA	Ramp/Wall/Handrail Structures – "C" 6/D1.1	1	\$5,789.00	\$5,789.00
10	1	EA	Ramp/Wall/Handrail Structures – "D" 7/D1.1	1	\$8,799.00	\$8,799.00
11	1	EA	Ramp/Wall/Handrail Structures – "E" 8/D1.1	1	\$1,785.00	\$1,785.00
12	1	EA	Ramp/Wall/Handrail Structures – "F" 9/D1.1	1	\$10,810.00	\$10,810.00
13	1	EA	Ramp/Wall/Handrail Structures – "G" 10/D1.1	1	\$6,050.00	\$6,050.00
14	1	EA	Ramp/Wall/Handrail Structures – "H" 11/D1.1	1	\$17,899.00	\$17,899.00
15	1	EA	Ramp/Wall/Handrail Structures – "I" 1/D1.2	1	\$2,618.00	\$2,618.00
16	1	EA	Ramp/Wall/Handrail Structures – "J" 2/D1.2	1	\$4,182.00	\$4,182.00
17	1	EA	Ramp/Wall/Handrail Structures – "K" 3/D1.2	1	\$4,481.00	\$4,481.00
18	1	EA	Ramp/Wall/Handrail Structures – "L" 4/D1.2	1	\$1,505.00	\$1,505.00
19	1	EA	Ramp/Wall/Handrail Structures – "M" 5/D1.2	1	\$4,252.00	\$4,252.00
20	2	EA	Adjust Manholes to Grade	2	\$270.00	\$540.00
21	3	EA	Adjust Gas Valve Box to Grade	2	\$180.00	\$360.00
22	13	EA	Adjust Curb Stop to Grade	11	\$180.00	\$1,980.00
23	2	EA	Adjust Electrical Box to Grade	2	\$687.00	\$1,374.00
24	1,379	SY	Subgrade Preparation (12")	1086	\$2.10	\$2,280.60
25	3,704	SY	Subgrade Modification (12" Depth)	3,768	\$20.00	\$75,360.00
26	227	LF	Build Barrier Curb	216	\$31.00	\$6,696.00
27	24	EA	Build Curb Ramp with Truncated Dome Panels	24	\$718.00	\$17,232.00
28	201	EA	Drill and Grout Tie Bars	353	\$8.00	\$2,824.00
29	8	EA	Structural Stoop	4	\$802.00	\$3,208.00
30	16	LF	Build Trench Drain	26	\$63.00	\$1,638.00
31	1	EA	Remove and Rebuild Curb Inlet Box Lid	1	\$1,583.00	\$1,583.00
32	1	EA	Build Drop Curb Grate Inlet (reuse existing grate)	1	\$2,518.00	\$2,518.00
33	1	EA	Build Curb Inlet Y=4', A=4'-0"	1	\$2,684.00	\$2,684.00
34	1	EA	Build Curb Inlet Y=12', A=4'-0"	1	\$3,448.00	\$3,448.00
35	1	EA	Build Curb Inlet Y=6', A=2'-8"	1	\$3,066.00	\$3,066.00
36	494	LF	Build 12" RCP Storm Sewer	458	\$30.00	\$13,740.00
37	4	VF	Build 48" Storm Sewer Manhole	4	\$515.00	\$2,060.00
38	1	EA	Manhole Ring and Cover	1	\$662.00	\$662.00
39	5	EA	Plug and Abandon Existing Storm Sewer	5	\$352.00	\$1,760.00
TOTAL GROUP "B" - SIDEWALK/PAVING IMPROVEMENTS						\$463,974.20

GROUP "C" - ELECTRICAL CONDUIT						
1	1,920	LF	Install 1-1/4" PVC Conduit Schedule 40 (Trenched)	1750	\$2.60	\$4,550.00
2	525	LF	Install 1-1/4" PVC Conduit Schedule 80 (Trenched)	628	\$2.80	\$1,758.40
3	108	LF	Install 1-1/4" PVC Conduit Schedule 80 (Bored)	0	\$9.00	\$0.00
4	11	EA	1-1/4" PVC Cap	9	\$14.00	\$126.00
5	2	EA	Connect to Existing Pull Box	5	\$40.00	\$200.00
6	3	EA	Connect to Existing Conduit	3	\$40.00	\$120.00
TOTAL GROUP "C" - ELECTRICAL CONDUIT						\$6,754.40
GROUP "D" - WATER MAIN						
1	424	LF	Install 8" PVC C900 Water Main	424	\$29.00	\$12,296.00
2	2	EA	Cap and Abandon Existing 8" Water Main	2	\$700.00	\$1,400.00
3	24	LF	Install 6" PVC C900 Water Main	24	\$30.00	\$720.00
4	1	EA	Cap and Abandon Existing 6" Water Main	1	\$700.00	\$700.00
5	28	LF	Install 4" PVC C900 Water Main	28	\$30.00	\$840.00
6	1	EA	Cap and Abandon Existing 4" Water Main	1	\$697.00	\$697.00
7	2	EA	Install 8" 45 Degree Bend	2	\$328.00	\$656.00
8	2	EA	Install 8" 90 Degree Bend	2	\$338.00	\$676.00
9	1	EA	Install 8"x4" Tee	1	\$378.00	\$378.00
10	3	EA	Install 8"x6" Tee	3	\$414.00	\$1,242.00
11	2	EA	Install 6" 45 Degree Bend	2	\$216.00	\$432.00
12	2	EA	Install 4" 90 Degree Bend	2	\$198.00	\$396.00
13	1	EA	Install 8" Gate Valve & Box	1	\$1,351.00	\$1,351.00
14	1	EA	Install 6" Gate Valve & Box	1	\$967.00	\$967.00
15	1	EA	Install 4" Gate Valve & Box	1	\$888.00	\$888.00
16	1	EA	Install 8" Bolted Flex Coupling	1	\$359.00	\$359.00
17	1	EA	Install 6" Bolted Flex Coupling	1	\$315.00	\$315.00
18	1	EA	Install 4" Bolted Flex Coupling	1	\$207.00	\$207.00
19	5	EA	Install 1" Corp Stop w/ Saddle	5	\$327.00	\$1,635.00
20	5	EA	Install 1" Curb Stop & Box	5	\$273.00	\$1,365.00
21	169	LF	Install 1" PE Service Line	251	\$20.00	\$5,020.00
22	5	EA	Connect to existing service line	6	\$80.00	\$480.00
23	2	EA	Install 3-Way Fire Hydrant w/Auxiliary Valve	2	\$3,817.00	\$7,634.00
24	2	EA	Remove & Salvage Existing Hydrant	2	\$349.00	\$698.00
SUBTOTAL GROUP "D" - WATER MAIN						\$41,352.00
				TOTAL BASE BID		\$638,482.20
CHANGE ORDER 1						

C1.1	1	EA	Changes to Ramp "A"	1	-\$1,455.00	(\$1,455.00)
C1.2	1	EA	Eliminate Ramp "B"	1	-\$4,480.00	(\$4,480.00)
C1.3	1	EA	New Step at 302+25 Rt	1	\$3,078.00	\$3,078.00
C1.4	1	EA	Eliminate Ramp "J"	1	-\$4,182.00	(\$4,182.00)
C1.5	1	EA	Eliminate Ramp "L"	1	-\$1,505.00	(\$1,505.00)
C1.6	1	EA	Eliminate Ramp "M"	1	-\$4,252.00	(\$4,252.00)
C1.7	1	EA	Ramp and Improvements at Godfathers	1	\$23,425.00	\$23,425.00
C1.8	1	EA	Eliminate Ramp "G"	1	-\$6,050.00	(\$6,050.00)
SUBTOTAL GROUP "D" - WATER MAIN						\$4,579.00
LIQUIDATED DAMAGES						
L1	1	DAY	Liquidated Damages	6	-\$815.00	(\$4,890.00)
TOTAL						\$638,171.20



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

RE: Wayne, NE
2009-2010 Wastewater Treatment Facility Improvements, Phase I
JEO Project No. 090621 / 617S7

Dear Lowell:

Enclosed for the Council's consideration are requests for Change Orders No. 1 and 2.

Change Order No. 1 is for the following:

- Add additional control joints to the proposed buildings.
- Add/Modify plumbing requested by equipment manufacturer during shop drawing review for equipment in headworks building. Our design was based on the requirements manufacturers provided during design and during the construction phase that increased the requirements which we are now accommodating. This includes increasing the water service and plumbing one pipe size and adding a floor drain.
- Net Increase is \$3,810.83.

Change Order No. 2 is for the following:

- Installation of utilities for the fish Aquarium in blower/lab building including adding additional electrical service for aquarium, floor drain, and piping between WWTF and Aquarium.
- JEO and Aquarius each propose to donate \$1,000 to cause.
- Project Cost Increase is \$4,226.63 and net increase with donations is \$2,226.63.
- Please note there are additional costs to the City to purchase materials specified in our discussions for the aquarium, pump, and other devices estimated at \$1,500 which is not included in this change order.

Upon approval of the requests, please forward all copies with signature to the Contractor. We will need to forward copies to NDEQ and USEPA for approval after all signatures are obtained.

Sincerely,

Roger S. Protzman, P.E.
Project Manager

RSP:skw
Enclosures

Pc: Garry Poutre (via email)
James Ward (via email)
Lucas Billesbach (via email)

CHANGE ORDER NO. 1

DATE OF ISSUANCE: December 9th, 2010 EFFECTIVE DATE: _____

OWNER: City of Wayne, NE
 CONTRACTOR: Eriksen Construction Co., Inc.
 Project: 2009-2010 Wastewater Treatment Facility Improvements, Phase 1
 JEO Project No.: 617s7
 ENGINEER: JEO Consulting Group

You are directed to make the following changes in the Contract Documents:
Description: Additional control joints in the masonry walls of the new buildings. Increase the water line in the headworks building to 1.5", increase the drain line to 4", and add FD-3 floor drain near the drum screen.

Reason for Change Order: Additional control joints were added after further review of the plans by structural. The compactor has adjusted design for a larger drain line and water line. The floor drain was not shown in the mechanical plans.

Attachments: Documentation of costs from Eriksen Construction

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$	<u>5,098,770.00</u>
Net Increase (Decrease) from previous Change Orders	
No.: ___ to ___:	
\$	<u>-</u>
Contract Price prior to this Change Order:	
\$	<u>5,098,770.00</u>
Net increase (decrease) of this Change Order:	
\$	<u>3,810.83</u>
Contract Price with all approved Change Orders:	
\$	<u>5,102,580.83</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Operational:	<u>Aug. 5th, 2011</u>
Ready for final payment:	<u>120 days from Operation</u> <small>(days or dates)</small>
Net change from previous	
Change Orders No.: ___ to ___:	
Ready for final payment:	_____ <small>(days)</small>
Contract Times prior to this Change Order:	
Operational:	<u>Aug. 5th, 2011</u>
Ready for final payment:	<u>120 days from Operation</u> <small>(days or dates)</small>
Net increase (decrease) this Change Order:	
Operational:	_____
Ready for final payment:	_____ <small>(days or dates)</small>
Contract Times with all approved Change Orders:	
Operational:	<u>Aug. 5th, 2011</u>
Ready for final payment:	<u>120 days from Operation</u> <small>(days or dates)</small>

RECOMMENDED:

By: *Agan S. Putzman*
 ENGINEER (Authorized Signature)
 Date: 12-20-10

ACCEPTED:

By: _____
 CONTRACTOR(Authorized Signature)

APPROVED:

By: _____
 OWNER (Authorized Signature)
 Date: _____

Date: _____

2009-2010 Wastewater Treatment Facility Improvements, Phase 1
Wayne, Nebraska
Project No. 617s7

December 9th, 2010

CHANGE ORDER NO. 1

Owner: City of Wayne, NE

Contractor: Eriksen Construction Co., Inc.

ORIGINAL CONTRACT AMOUNT: \$ 5,098,770.00

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADD	DEDUCT
1	1	LS	Control Joints	\$ 614.97	\$ 614.97	
2	1	LS	Plumbing Changes	\$ 3,195.86	\$ 3,195.86	
Net Increase / Decrease This Change Order					\$ 3,810.83	\$ -
Original Contract Amount					\$	5,098,770.00
Previous Change Orders Net Increase / Decrease					\$	-
NEW CONTRACT AMOUNT					\$	5,102,580.83

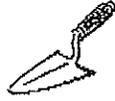
Eriksen Construction Co., Inc.

Project: Wayne WWTP
 Project No.: 559
 Date: 11/24/2010

Cost Issue / Proposal Quotation No.: PR-001

Cost Code & Description	Quantity	Unit Costs			Extended Costs			
		Material	Labor	Equip.	Material	Labor	Equip.	Other
General Conditions								
01000 Project Manager	0.5 /hr	\$ -	\$ 80.00	\$ 10.00	\$ 5.00	\$ 40.00	\$ 5.00	\$ 2.50
01000 Superintendent	0 /hr	\$ -	\$ 75.00	\$ 10.00	\$ 5.00	\$ -	\$ -	\$ -
Special Construction								
13000	ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mechanical								
15000	ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax:		7% Labor Burden:	50% Equipment Maintenance:	5%	Other Adjustment:	0%		
				Subtotals:				
				Material	Labor	Equip.	Other	
				\$ -	\$ -	\$ 20.00	\$ 0.25	\$ -
								\$ 60.00
								\$ 5.25
								\$ 2.50
								\$ 10.16
								\$ 77.91

Fee on Self Performed Work
 Total Self Performed Work



KNUDSON MASONRY

Troy Knudson
Centerville, SD
Mobile (605) 351-7627 Phone: (605) 563-2827
Fax: (605) 563-3827
E-mail: troyjen@hcinet.net

Attn: James Ward

QUOTATION

Date: 10/25/10

Customer: Erickson Construction

Total for labor and materials for change order for control joints

\$500.00

Thanks!

Troy Knudson – Knudson Masonry

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

<input type="checkbox"/>

PROJECT: 10-08 Wastewater Treatment Facility Improvements/ Wayne NE	CHANGE ORDER #:	2
	CHANGE ORDER DATE:	10/29/2010
TO: Eriksen Construction Co, Inc. P. O. Box 610 Blair NE 68008-0610	PROJECT #s:	559-11B
	DATE OF CONTRACT:	07/30/2010
	FOR:	Wastewater Treatment Facility Improvements/ Wayne NE

The Contract is changed as follows:

Change Order #2

We propose to provide the material and labor to increase the water line to 1 1/2", increase the drain line to 4" and add a FD-3 floor drain in the Headworks building going to the drum screen for the sum of:

See attached for breakdown.

\$ 2,984.00

The original Contract Sum was	\$81,883.00
The net change by previously authorized Change Orders is	\$0.00
The Contract Sum prior to this Change Order was	\$81,883.00
The Contract Sum will be increased by this Change Order in the amount of	\$2,984.00
The new Contract Sum including this Change Order will be	\$84,867.00
The Contract Time will be unchanged.	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

ARCHITECT	Volkman Plumbing and Heating, Inc.	Eriksen Construction Co, Inc.
ADDRESS	211 S 3rd Street	P. O. Box 610
	Norfolk NE 68701	Blair NE 68008-0610
BY (Signature)	BY (Signature)	BY (Signature)
	Aaron G Volkman	
	(Typed Name)	(Typed Name)
DATE	DATE	DATE

COPY

WWTF WAYNE

10-29-2010

CO # 1

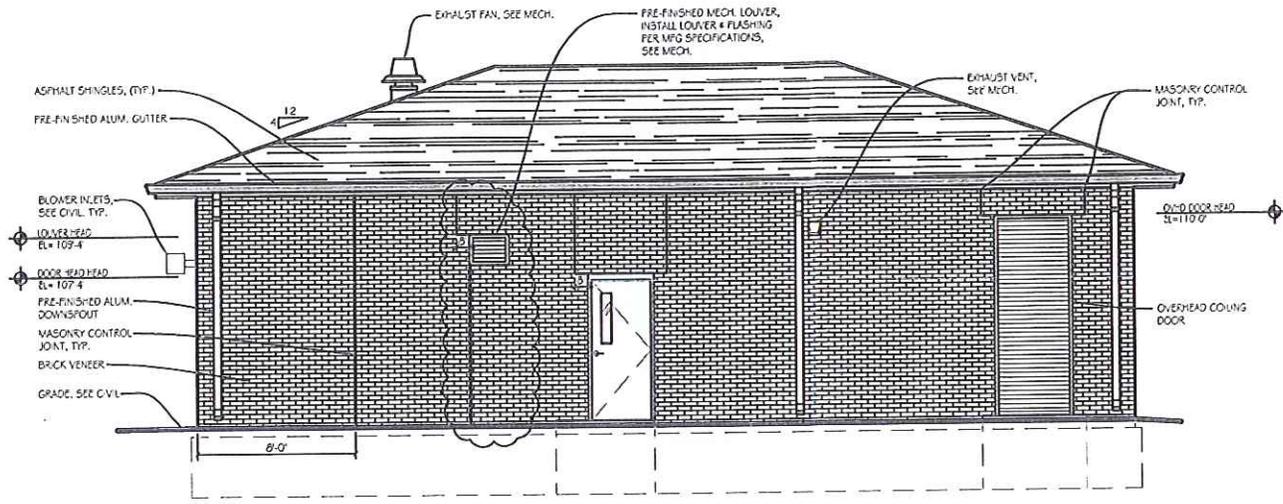
ADD - INCREASE THE WATER LINE TO 1 1/2", INCREASE THE DRAIN LINE TO 4" AND ADD A FD-3 FLOOR DRAIN IN THE HEADWORKS BUILDING GOING TO THE DRUM SCREEN.

FD-3 \$ 1,463.00

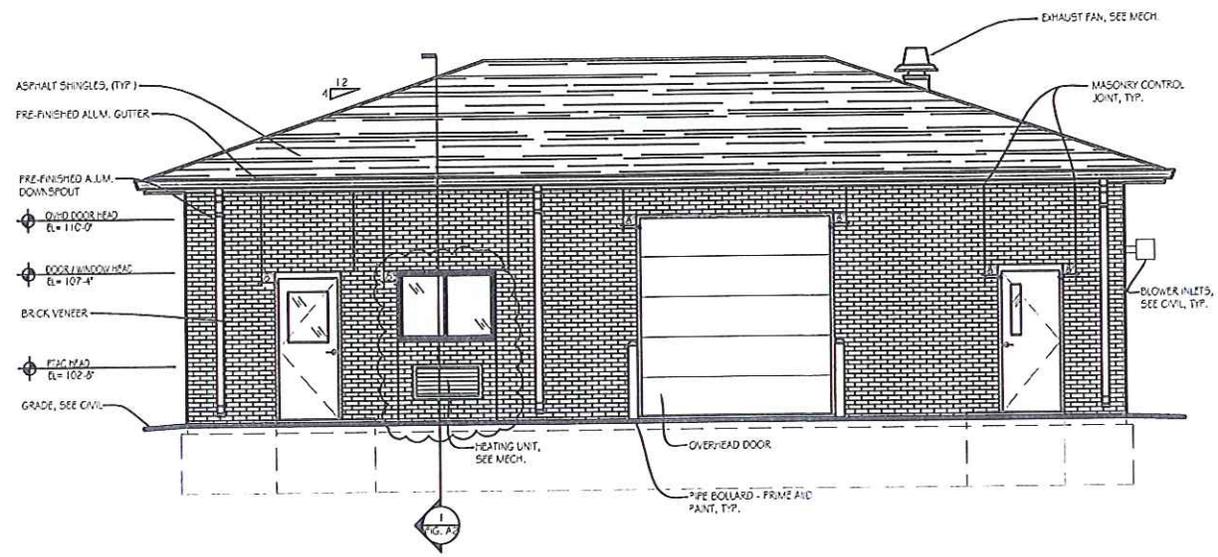
MATERIAL \$ 528.00

LABOR \$ 1,001.00

\$ 2,992.00



2 EXTERIOR ELEVATION
NTS

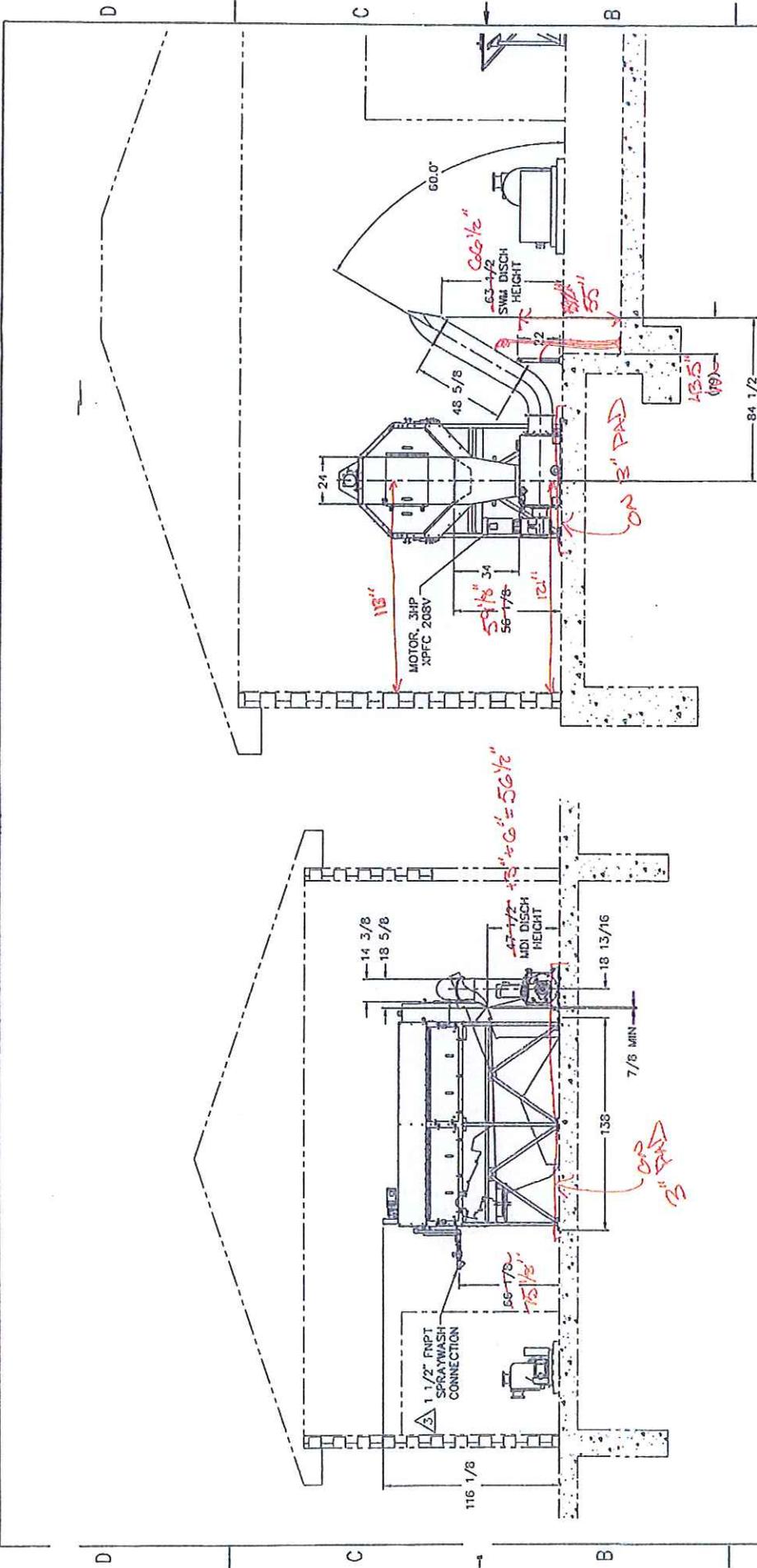


4 EXTERIOR ELEVATION
NTS



2009-2010 WASTEWATER TREATMENT FACILITY IMPROVEMENTS PHASE 1 WAYNE, NEBRASKA

PROJECT NO.:	DATE:	DRAWING REFERENCED:	A202	FIGURE
617s7	10/07/2010	PROPOSAL REQUEST:	NA	A202a



SECTION A-A

SECTION B-B

JWC <small>JWC INDUSTRIAL</small> <small>2000 Industrial Blvd. Waynesville, NC 28786</small>	
MD1 GENERAL ARRANGEMENT MONSTER DRUM SCREEN WAYNE, NC	
THE WORK UNIT NO. D 153242	REVISION A
THE PROJECT NO. MD10308-GA-107444A	SHEET NO. 2 OF 2

CHANGE ORDER NO. 2

DATE OF ISSUANCE: December 9th, 2010 EFFECTIVE DATE: _____

OWNER: City of Wayne, NE
 CONTRACTOR: Eriksen Construction Co., Inc.
 Project: 2009-2010 Wastewater Treatment Facility Improvements, Phase 1
 JEO Project No.: 617s7
 ENGINEER: JEO Consulting Group

You are directed to make the following changes in the Contract Documents:

Description: Installation of an Aquarium in the Blower/Lab Building that will continuously cycle water from the effluent of the Aquarius through the aquarium and back to the front of the plant. It will require the addition of a conduit and flexible line from the effluent of the Aquarius, the installation of an additional GFI receptacle, and the installation of an additional drain in the building.

Reason for Change Order: The aquarium will provide educational opportunities and a demonstration tool as to the level of cleanliness that the treatment system is providing.

Attachments: Documentation of costs from Eriksen Construction

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$ <u>5,098,770.00</u>
Net Increase (Decrease) from previous Change Orders	
No.: NA to 1:	\$ <u>3,810.83</u>
Contract Price prior to this Change Order:	
	\$ <u>5,102,580.83</u>
Net increase (decrease) of this Change Order:	
	\$ <u>4,226.63</u>
Contract Price with all approved Change Orders:	
	\$ <u>5,106,807.46</u>

RECOMMENDED:

By: *Ronald Protzman*
 ENGINEER (Authorized Signature)

Date: 12-20-10

ACCEPTED:

By: _____
 CONTRACTOR(Authorized Signature)

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Operational:	<u>Aug. 5th, 2011</u>
Ready for final payment:	<u>120 days from Operation</u> (days or dates)
Net change from previous	
Change Orders No.: ___ to ___:	
Ready for final payment:	_____ (days)
Contract Times prior to this Change Order:	
Operational:	<u>Aug. 5th, 2011</u>
Ready for final payment:	<u>120 days from Operation</u> (days or dates)
Net increase (decrease) this Change Order:	
Operational:	
Ready for final payment:	_____ (days or dates)
Contract Times with all approved Change Orders:	
Operational:	<u>Aug. 5th, 2011</u>
Ready for final payment:	<u>120 days from Operation</u> (days or dates)

APPROVED:

By: _____
 OWNER (Authorized Signature)

Date: _____

Date: _____

2009-2010 Wastewater Treatment Facility Improvements, Phase 1
Wayne, Nebraska
Project No. 617s7

December 9th, 2010

CHANGE ORDER NO. 2

Owner: City of Wayne, NE

Contractor: Eriksen Construction Co., Inc.

ORIGINAL CONTRACT AMOUNT: \$ 5,098,770.00

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADD	DEDUCT
1	1	LS	Aquarium Installation	\$ 4,226.63	\$ 4,226.63	
Net Increase / Decrease This Change Order					\$ 4,226.63	\$ -
Original Contract Amount					\$	5,098,770.00
Previous Change Orders Net Increase / Decrease					\$	3,810.83
NEW CONTRACT AMOUNT					\$	5,106,807.46

Eriksen Construction Co., Inc.

Cost Issue / Proposal Quotation No.: PR-001

Project: Wayne WWTP

Project No.: 559

Date: 11/24/2010

Cost Code & Description	Quantity	Unit Costs			Extended Costs			
		Material	Labor	Equip.	Material	Labor	Equip.	Other
<u>General Conditions</u>								
01000 Project Manager	0.5 /hr	\$ -	\$ 80.00	\$ 10.00	\$ 5.00	\$ 40.00	\$ 5.00	\$ 2.50
01000 Superintendant	0.5 /hr	\$ -	\$ 75.00	\$ 10.00	\$ 5.00	\$ 37.50	\$ 5.00	\$ 2.50
<u>Special Construction</u>								
13000	ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Mechanical</u>								
15000	ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax:		7% Labor Burden:	50% Equipment Maintenance:	5%	Other Adjustment:	0%		
					Subtotals:			
				Material	\$ 116.25			
				Labor	\$ 10.50			
				Equipment	\$ 5.00			
				Other	\$ 19.76			
				Fee	15%			
					\$ 151.51			

Fee on Self Performed Work
Total Self Performed Work

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: 10-08 Wastewater Treatment Facility Improvements/ Wayne NE	CHANGE ORDER #: 1
	CHANGE ORDER DATE: 10/12/2010
	PROJECT #s: 559-11B
TO: Eriksen Construction Co, Inc. P. O. Box 610 Blair NE 68008-0610	DATE OF CONTRACT: 07/30/2010
	FOR: Wastewater Treatment Facility Improvements/ Wayne NE

The Contract is changed as follows:

REVISED 10/20/2010

We propose to add 2" cast iron drain pipe from the aquarium to the floor drain & to install 1,000 ft of tubing for the sum of:
\$ 520.00

The original Contract Sum was	\$81,883.00
The net change by previously authorized Change Orders is	\$0.00
The Contract Sum prior to this Change Order was	\$81,883.00
The Contract Sum will be increased by this Change Order in the amount of	\$520.00
The new Contract Sum including this Change Order will be	\$82,403.00
The Contract Time will be unchanged.	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

	Volkman Plumbing and Heating, Inc.	Eriksen Construction Co, Inc.
ARCHITECT	CONTRACTOR	OWNER
	211 S 3rd Street	P. O. Box 610
ADDRESS	ADDRESS	ADDRESS
	Norfolk NE 68701	Blair NE 68008-0610
BY (Signature)	BY (Signature)	BY (Signature)
	Aaron G Volkman	James Ward
(Typed Name)	(Typed Name)	(Typed Name)
DATE	DATE	DATE

MODEL ELECTRIC, Inc.

ELECTRICAL CONTRACTORS & ENGINEERS

1506 N. 1st, P.O. Box 98 • Norfolk, NE 68702-0098

(402) 371-7111 • Fax (402) 371-0747

www.modelelectric.com

PROPOSAL

10/19/2010

PROJECT: WAYNE WWTF, PHASE I
WAYNE, NEBRASKA

PROPOSAL TO: Eriksen Construction Co., Inc
P.O. Box 610
Blair, Nebraska 68008-0610

Attn: James Ward Voice: (402) 428-3119 Fax: (402) 426-3150
Cell: (402) 660-1282

DESCRIPTION OF WORK INCLUDED IN PRICE:

- 1 Add 2" PVC conduit from clarifier collector box to Blower Building. Install 110 GFI outlet per request.

WORK NOT INCLUDED IN PRICE:

1

ESTIMATED COST FOR ABOVE WORK: \$3,282.14

Please advise if you wish us to proceed with the above and if you have any questions please feel free to call. Quote good for 30 days.

Sincerely,

MODEL ELECTRIC, INC.


Rodney R. Kanter
President

Enclosures:

Model Electric Cost Analysis
Take-off Detail

CC: 10.1, WRF, 30.4

Acceptance of Proposal - The above prices and conditions are satisfactory and are hereby accepted. You are authorized to proceed.

Signature _____
Date of Acceptance _____

P. 01

FAX NO. 402 371 0747

OCT-19-2010 TUE 03:31 PM MODEL ELECTRIC

MODEL ELECTRIC INC - COST ANALYSIS

1506 North 1st, Box 98, Norfolk, Nebraska 68702-0098
 Phone: 402-371-7111 Fax: 402-371-0747

DATE 10/19/2010

JOB: WAYNE WWTF, PHASE I, WAYNE, NE PR# J WARD

CHANGE ORDER NUMBER: 0

DESCRIPTION: Add 2" PVC conduit front clarifier collector box to Blower Building. Install 110 GFI outlet per request.

LABOR:	HOURS:	HOURS:	RATE
ELECTRICIAN		23.0	\$42.90
OVERTIME		0	\$84.35
DIRECT LABOR:		\$999.67	
MATERIAL HANDLING:		\$49.98	
SUBTOTAL:		\$1,049.55	
TOTAL LABOR COST:			\$1,049.55

MATERIAL:		
MATERIAL COST:		\$1,090.00
EXPENDABLE:		\$10.90
TOTAL:		\$1,100.90
TAX:	0.0%	\$0.00
TOTAL MATERIAL COST:		\$1,100.90

EQUIPMENT:		
SMALL TOOL EXPENDABLES:		\$23.30
MILAGE/TRAVEL		\$52.68
TRENCH/BACKHOE		\$426.00
TOTAL EQUIPMENT COST:		\$521.98

SUBTOTAL:		\$2,672.43
OVERHEAD	10%	\$267.24
SUBTOTAL:		\$2,939.67
PROFIT:	10%	\$293.97
TOTAL		\$3,233.63
BOND	1.5%	\$48.50
TOTAL WITH BOND		\$3,282.14

ESTIMATED INCREASE (DECREASE) IN CONTRACT TIME: 0 DAYS



Job ID: WAYNE WWTP
 Project: WWTF Wayne NE

Summary Item Number Report

10/19/2010 1:43:38PM

Item	Description	Size	QTY	UOM	Mat Units	Mat Result	Labor Units	Labor Result	Quote Units	Quote Result
901	TRENCHING		218	FT	0.0000	0.000	0.000	0.000	2.0000	436.000
1050	EMT	3/4	10	FT	0.6427	6.427	0.0580	0.560		
1085	PVC SCH 40	2	220	FT	3.3163	729.566	0.0325	7.150		
1078	PVC SCH 80	2	10	FT	6.8364	68.364	0.0325	0.325		
2014	PVC SCH 40 90-DEG ELBOW 3/8"	2	4	EA	26.9022	107.209	0.4000	1.600		
3131	EMT STEEL-COMP COUPLING	3/4	1	EA	1.0174	1.017	0.0720	0.072		
3219	EMT STEEL COMP CONNECTOR	3/4	2	EA	1.0912	2.182	0.0350	0.409		
3257	PVC COUPLING	2	4	EA	1.2396	4.958	0.1300	0.130		
3287	PVC EXPANSION COUPLING	2	2	EA	48.3782	46.378	0.1550	0.310		
4036	PVC MALE ADAPTER	2	2	EA	1.7944	3.468	0.1600	0.160		
4134	PVC (GLUE) CEMENT	QUART	1	EA	27.0204	27.020	0.0500	0.100		
4179	LOCKNUT	2	2	EA	3.9223	8.555	0.0500	0.100		
7035	PLASTIC BUSHING	12	22	FT	0.1184	2.604	0.0030	0.086		
7420	THINWALL CU (STR)	12	11	FT	0.1184	1.302	0.0030	0.033		
10075	GREEN THIN CU (GRD 20A)	#12	5	EA	0.1180	0.590	0.0400	0.200		
10084	WIRE-NUT MED - RED	20A	2	EA	0.6172	1.234	0.0200	0.040		
14018	DUPLEX GFCI RECEPTACLE	20A	1	EA	19.2300	19.230	0.2200	0.220		
14509	1G S-STL GFCI RECEPT PLATE	1-1/2"D 21.0-CI	1	EA	2.2358	2.236	0.0500	0.050		
15007	4"SQ CMB- KO NO BRKT	1-1/2"D 21.0-CI	1	EA	7.4161	7.416	0.1200	0.120		
15062	4"SQ BLANK CVR	3-1/2"DEEP 22.5-CI	1	EA	2.7578	2.758	0.0600	0.030		
15201	1G MASONRY-BOX	2	1	EA	16.8019	18.692	0.2000	0.200		
16029	MINERALLAC HANGERS W/BOLT	12" x 30" DEEP	218	FT	0.0060	6.916	0.1900	0.520		
39153	BACKHOE BACKFILL TRENCH	2	230	FT	0.0142	0.060	0.0450	0.510		
50099	PULL LINE (STRING)	2	1	EA	0.0000	3.270	0.0020	0.460		
50137	ENCLOSURE HOLE PUNCH	2	1	EA	0.0000	0.000	0.5000	0.500		
53150	COND HAMMER-ON HGR 1/4"-FLANGE PUSH-3/4	2	2	EA	1.2871	2.574	0.0320	0.064		
64032	COND BOX & 1/2" x 3/4" SNP CLS COND HGR 1/8" x 1/4" FLANGE	2	1	EA	4.247	4.245	0.0300	0.030		
Phase Totals:						\$1,050.00	23.32	\$436.00		
Job Totals:						\$1,050.00	23.32	\$436.00		

Phone:
 Fax:

Specifications for Fish Aquarium

Installation of line into UV structure:

Core a hole sufficient to place a 2" PVC conduit into the north side of the east portion of the clarifier effluent collector box upstream of the weirs. PVC conduit shall be non-shrink grouted in place. 3/8" flexible tubing shall be held in place within the 2" PVC conduit with a rubber stopper with a hole sufficient for the 3/8" tubing drilled in the middle.

PVC Conduit:

Conduit shall be routed as shown in the attached drawing and stubbed through the floor of the blower building in the vicinity of the Aquarium installation location.

Aquarium Installation:

A drain line shall be extended to a floor location beneath the Aquarium base. The Aquarium shall have a drain line attached from the aquarium to the floor drain. The 3/8" tubing shall extend from the 2" stubbed conduit to a pump located in the Aquarium base. The pump will then pump it to the Aquarium. An outlet shall be provided behind the Aquarium, 18" off of the floor.

Aquarium Parts as purchased from Aqueon Products:

Aqueon Products
Central Garden & Pet
9675 South 60th St.
Franklin, WI 53132
1-800-255-4527
www.aqueonproducts.com

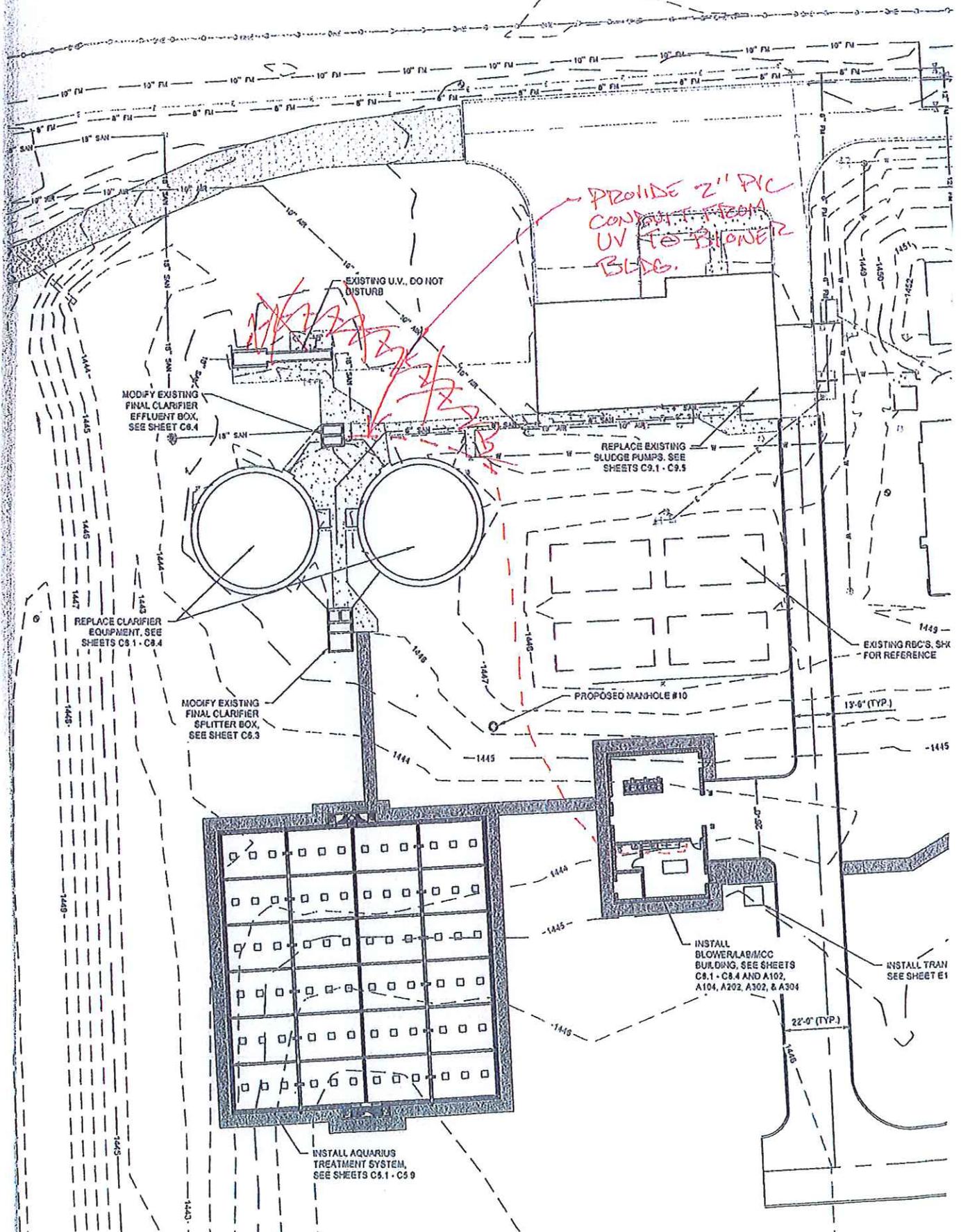
1. Aquarium – 65 Gallon Pre-Drilled with Mega-Flow Overflow System, Black Trim, with Dimensions 36x18x24, Item #12302, UPC #015905123020
2. Glass Top – 50 New, Item #29051, UPC #015905290517
3. Lighting – Twin Tube Fluorescent, Item #26306, UPC #015905263061
4. Overflow Accessory Kit – Item #29251, UPC #015905292511
5. Stand – 18x36 Stand, Black, with Dimensions 36x18x28, Item #51136, UPC #015905511360
6. Canopy – 18x36 Black, Item #54212, UPC #015905542128

Pump as purchased from Stenner Pumps:

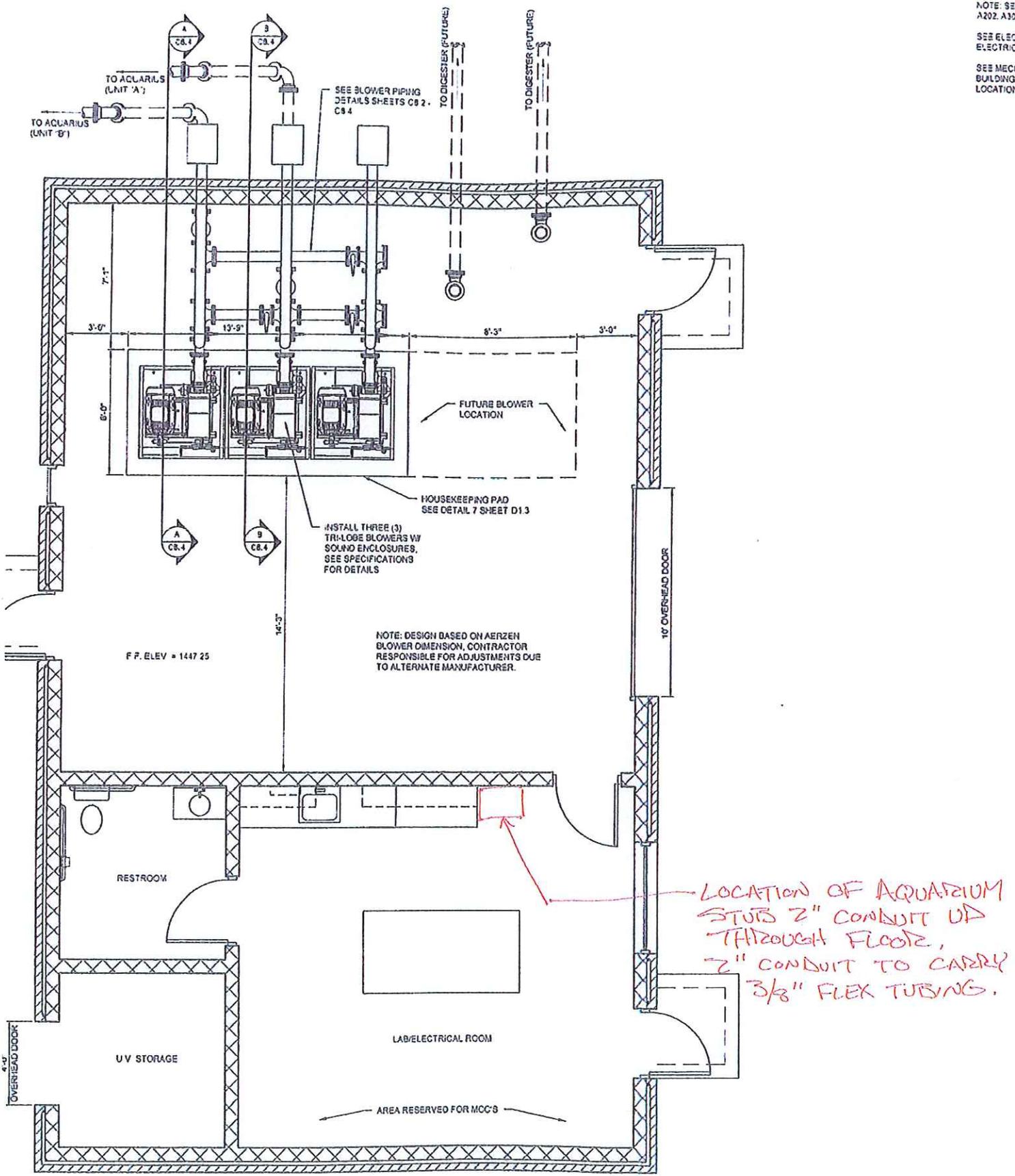
Stenner Pump Company
3174 DeSalvo Road
Jacksonville, FL 32246
1-800-683-2378
www.stenner.com

1. Pump – Stenner Single Head Adjustable Output, 60 gpd, Item #84M4A3S
2. Tubing – 1000' of 3/8" tubing, Item #MALT100

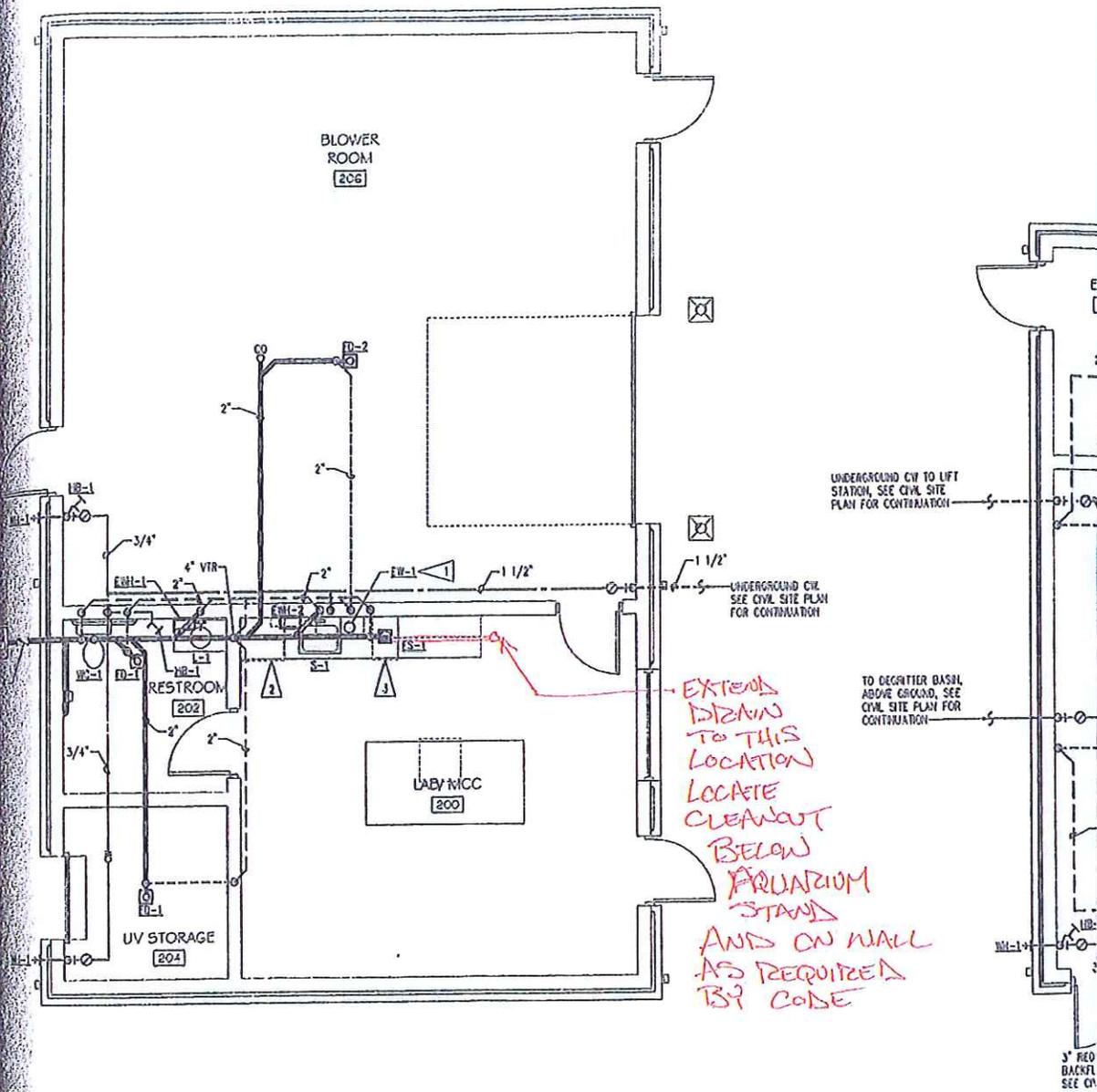
NOTE:
IF ANY BURIED UTILITIES IN THE VICINITY OF THE PROPOSED WORK, THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE BEGINNING WORK. NEITHER THE OWNER OR ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN, OR NOT SHOWN ON THIS PLAN.



NOTE: SEE ARC
A202, A302, A30
SEE ELECTRICAL
ELECTRICAL PL
SEE MECHANICAL
BUILDING MECH
LOCATIONS.



BLOWER/LAB/MCC BUILDING CIVIL FLOOR PLAN
SCALE AS SHOWN



**BLOWER BUILDING
FLOOR PLAN - PLUMBING**
SCALE: 1/4" = 1'-0"

SYMBOL	DESCRIPTION
— —	TEE
— / —	ELBOW
—+—	UNION
— / —	STRAINER WITH BLOW-OFF VALVE
— / —	BALANCING VALVE
— / —	ISOLATION VALVE (BALL OR BUTTERFLY)
— / —	PRESSURE RELIEF VALVE
— / —	ELBOW UP
— / —	ELBOW DOWN

Aquarium Material Cost

12/21/2010

lcb

Item No.	Quantity	Description	Man. Item No.	UPC No.	Unit Price	Total Price
1.	1	65 Gal Aquarium - Pre-Drilled w/Overflow, Black Trim 36x18x24	12302	15905123020	\$ 309.90	\$ 309.90
2.	1	Glass Top - 50 New	29051	15905290517	\$ 44.99	\$ 44.99
3.	1	Lighting - Twin Tube Fluorescent	26306	15905263061	\$ 159.99	\$ 159.99
4.	1	Overflow Accessory Kit	29251	15905292511	\$ 79.99	\$ 79.99
5.	1	Stand - 18x36 Stand, Black, 36x18x28	51136	15905511360	\$ 179.99	\$ 179.99
6.	1	Canopy - 18x36 Black	54212	15905542128	\$ 144.99	\$ 144.99
7.	1	Stenner Peristaltic Pump	85MIL5A3S		\$ 397.00	\$ 397.00
8.	1	Stenner - 1,000 ft of 3/8" tubing	MALT100			
Total Equipment Price					\$	1,316.85

Notes:

1. Items 1-6 were priced through Petland Omaha. The manufacturer of all of the equipment is Aqueon.
2. Item 7 was priced from Kelly Blue Book
3. Item 8 is an item available from Stenner, however we do not have a cost for this item.

AMENDMENT TO AGREEMENT
2009 WELL HOUSE & MUNICIPAL WELL 2005-1
WAYNE, NEBRASKA
JEO PROJECT NO. 617W6

October 26, 2010

REFERENCE: Standard form of agreement between Owner and Engineer for professional services dated February 19, 2009. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: For additional engineering, construction services beyond the time frame outlined in Exhibit C, Article C4.01. Modify 15 months to 24 months (April 2010 to December 2010)

SCHEDULE OF FEES: JEO's fees for services are as follows:

Phase	Fee	Fee Type
Construction Administration	\$ 7,500.00	Cost Plus Not to Exceed
Post-Construction	\$ 4,000.00	Cost Plus Not to Exceed
<i>Total</i>	<i>\$11,500.00</i>	

OWNER: City of Wayne, Nebraska

ENGINEER: Roger Protzman, PE – Project Manager
JEO Consulting Group, Inc.