

**AGENDA  
CITY COUNCIL MEETING  
June 7, 2011**

**5:30 Call to Order**

**1. Approval of Minutes – May 17, 2011**

**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. Presentation of “Token of Appreciation” to Wayne from former City Administrator Joseph Salitros**

**Background: Joe was City Administrator at Wayne from 1990 to 2000. He also served in three other cities in Iowa, Illinois and Wisconsin and has recently retired. Joe has made a commitment to donate \$100 per year to each the four cities for each year he served there.**

**Joe’s presentation to Wayne will be \$600 toward the purchase of two granite park benches for the Phase I Trail built in Wayne by International Stoneworks and \$400 to the Wayne Boy Scout Troop.**

**4. Action on Application for Special Designated Liquor Permit of The Max Again – July 9<sup>th</sup> – Beer Garden in Carhart’s Parking Lot for Chicken Show**

**Background: This event is an annual event at Henoween that requires Council action on a special designated liquor permit.**

**5. Action on Request to Close the South Portion of the Alley behind White Dog Pub from 12:00 noon until 10:00 p.m. on Saturday, August 13<sup>th</sup>, for the Hamburger Cookout Competition**

**Background: This event is in the afternoon. Council approval is required to close the public alley, and our policy requires proof of insurance from White Dog Pub with the City of Wayne named as an additional insured since it will be held on City property.**

6. [Action on Request to Close Highway 15 between First and Second Streets for the “Stay-Cation” Event Hosted by the Wayne State College Student Activities Board on August 27th](#)

**Background:** This event is a street dance with a live band and was held for the first time last August. It is a joint project of the Wayne Area Chamber and the WSC Student Senate. The goal is to welcome WSC students back and get students downtown at the beginning of the WSC fall semester and to invite area residents of Wayne to join in with them socially. This event is purposely held off campus and downtown to better involve Wayne area residents.

The request this year is to hold the event on Main Street. Last year this event was held in the parking lot of Godfather’s Pizza and the adjoining half block of 1<sup>st</sup> Street, plus the alley behind White Dog Pub. The Student Senate last year requested that Main Street be closed between 1<sup>st</sup> and 2<sup>nd</sup> Street so that participants over 21 could access both the White Dog and The Max, but there wasn’t time to meet the 60-day response time by the Nebraska Department of Roads for highway closing requests. Godfather’s helped out on short notice by closing their parking lot to regular customers and allowing the event to be set up in there for the evening.

The Department of Roads will not consider a request to close Main Street without Council action approving it.

7. [Action on Request to Operate Shooting Gallery Style 4-H Shooting Sports Trailer during Henoween and Chicken Show Activities – Darin Greunke – Sharp Shooters 4-H Club](#)

**Background:** This is a popular regular event at the Chicken Show and requires Council approval.

8. [Action on Request to Host the Nebraska State 4-H BB Gun and Air Rifle Championships at the Wayne Community Activity Center on April 14 and 15, 2012, with Set-up on April 13, 2012](#)

**Background:** If approved, this will be the 3<sup>rd</sup> time the State Championship has been held in the CAC gym. Karla will be charging them \$600 for the 3 days of use of the gym. All of the other CAC areas will be open to members. Since the CAC is membership supported, we are careful to not close the CAC gym to member use very often. Depending on the weather, April is often a time of reduced usage by members as they begin to be more active outdoors.

**Recommendation:** The recommendation of the CAC Director and City Administrator is to approve the three-day rental of the CAC for this event in 2012.

9. [Discussion and Action Concerning Liquidated Damages on the Well House and Municipal Well 2009-1 Project](#)

**Background:** Most city projects include a penalty for not completing a project by the deadline in the bid document. The penalty listed in the bid documents for late completion of City Well #11 is \$238 per day in liquidated damages after the deadline. The primary reason to establish liquidated damages in a bid document is

provide a method of enforcement of the project deadline and to cover additional costs to the city caused by the delay.

In many cases, there is no additional cost to the city from projects taking longer than the deadline and liquidated damages are waived. In our specific 2010 UV project to install the Ultraviolet Disinfection System at the wastewater treatment plant, the city was subject to a \$10,000 per day fine by NDEQ beginning May 1st if the new UV system was not in place and operating. That project was completed by the contractor on April 30<sup>th</sup>. In that bid, the deadline in the bid documents was in February with plenty of time allowed to avoid NDEQ penalties. The engineering firm set the liquidated damages for the UV project at only \$200 per day which almost proved to be totally inadequate for the risk of the situation. Liquidated damages also provide some fairness to the other bidders who may have been able to bid a lower price for a longer completion schedule if it would have been allowed.

**Recommendation:** The City of Wayne approved one extension of time to the contractor and the date of substantial completion when we began using the well was about another two months. Some additional costs to the city were incurred from the extra time and at this time Garry Poutre and I are still reviewing the actual extra costs with JEO and the general contractor so that they are covered by any recommendation to you on liquidated damages. We will have a recommendation to you by Tuesday night's council meeting. The complete project is a good quality product, and we have invited JEO and the contractor to attend Tuesday night to answer any questions about our recommendation.

10. [Action on Pay Application No. 10 in the Amount of \\$29,452.27 to Layne Christensen Co. for the Well House and Municipal Well 2009-1 Project](#)

Background: This is for work completed according to the contract and approved by JEO.

11. [Resolution 2011-35: Accepting 2010 Wayne Sidewalk Replacement Project and Authorizing Final Payment](#)

Background: This is for work completed according to the contract and approved by JEO.

12. [Action on Application for Payment No. 10 in the Amount of \\$197,550.00 to Eriksen Construction Co. for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project](#)

Background: This is for work completed according to the contract and approved by JEO.

13. [Action on Change Order for Adding Dissolved Oxygen Sensors to Six more Tanks — 2009-2010 Wastewater Treatment Facility Improvement Project](#)

Background: When we prepared the specifications to build the Aquarius treatment plant, our city committee chose to eliminate some of the dissolved oxygen sensors in the tanks to save cost.

**Recommendation:** The low bid for construction was significantly lower than expected, and we recommend adding back the DO sensors and monitoring equipment needed to monitor and manage the treatment process. We are awaiting a price commitment from JEO at this time. However, the window for installing the additional sensors and equipment is quickly closing because of the speed of construction. The cost of these additions will not exceed \$46,000 and the life expectancy of this plant is probably more than 30 years. The recommendation of the Utility Supt. and Administrator is to approve the maximum amount for the change order while the additional work can still be done without extra labor.

**14. [Resolution 2011-36: Accepting Bid and Awarding Contract on the “Power Plant Cooling Tower Improvement Project – Installation”](#)**

**Background:** The equipment for this project was already bid out, a contract was awarded, and the cooling tower has been ordered. This bid under consideration is for installation only and is the only bid received. The bid you will be considering is about double the original contractor estimate three years ago. However, since that time, prices for piping have increased substantially, we hired a design engineer, and we modified the project to include a \$250,000 federal stimulus energy grant which requires paying federal wage levels and following numerous compliance steps.

**Recommendation:** With the project cost increase, the expected payback time for this project at \$60,000 savings per year will be 13.3 years if NPPD wholesale rates don't increase for 13 years. If NPPD's wholesale rates continue to increase at a rate between 6% and 11% annually, then the expected payback time is well under the ten-year threshold that we, as city staff, have committed to when we bring you energy savings projects. The recommendation of Electric Supt. and City Administrator is to approve the bid and award the contract.

**15. [Action to Amend the HDR Professional Services Contract for Engineering Services on the Power Plant Cooling Tower Project](#)**

**Background:** Because of the additional requirements of the federal stimulus grant, we asked HDR for additional professional services to meet those requirements. This agreement is for work HDR has already completed in time to meet the grant requirements. Some additional engineering services will be required during the installation process and to sign off for the feds.

**16. [Resolution 2011-37: Accepting Bid and Awarding Contract on the Purchase of an Aerial Ladder Truck for Fire Department](#)**

**Background:** The City of Wayne began a cash reserve in 1999 to replace our 35 year old fire department ladder truck. When we reached the cash reserve amount of \$600,000 we authorized the firefighters to prepare specifications to bid out. Three bids were received and are attached. The low bidder is Smeal, a manufacturer in Snyder, Nebraska. This is a obviously an expensive purchase and Tom Sievers, Fire Chief, will be at the meeting to describe how the department uses this type of truck and to answer questions.

**Recommendation:** The recommendation of the Fire Chief and City Administrator is to accept the low bid and award the contract to Smeal. Manufacture of the truck will take about a year.

17. [Resolution 2011-38: Amending Resolution 2011-3 which Approved the Application for Zoning Use by Exception Permit of Dr. Rob Burrows By Describing Property by Legal Description Rather than Street Address](#)

**Recommendation:** Recommendation of the Planning Commission is to amend the address for this project so that the Use by Exception Permit can be filed with the title at the courthouse.

18. [Resolution 2011-39: Setting Board of Equalization Hearing Date for Public Utility Water Service District No. 2009-01 for June 21, 2011, at or about 5:30 p.m. \(Muhs Acres Water Main Extension Project\)](#)

**Background:** As part of the agreement for the City of Wayne to build a new water main to Muhs Acres to replace the old service line, former Mayor Shelton and I verbally agreed to allow a \$10,000 credit towards the engineering costs assessed to the residents because of the double water rates they have been paying since the middle 1990's while still paying for their own service line repairs. This credit was omitted in the calculation of the residential property assessments and amounts to slightly over \$3 per Linear Foot (or 10%) reduction in the residential property assessments.

**Recommendation:** The final decision on approval of the \$10,000 credit is by the Board of Equalization. The recommendation of the City Administrator is to allow the \$10,000 credit as verbally agreed upon.

19. [Resolution 2011-40: Amending Schedule of Fees](#)

**Recommendation:** The recommendation of the City Planner is to reduce the Moving Permit Fees charged by the city from \$200 per house to \$100 per primary structure and \$50 per accessory structure. Building permits would still be required for these projects.

20. [Action to Continue Participation in the Tri-County Mutual Finance Organization for FY2011-12 and to Appoint Lowell Johnson as Representative from the City of Wayne](#)

**Recommendation:** Last year Wayne joined with Ponca and Ponca Rural Fire District, Wisner and Winside to form the MFO. This qualifies the group to receive up to \$10 per resident in state aid to rural fire departments. Wayne received \$24,000 last year, and this action is required for Wayne to participate again for FY 2011-2012. The recommendation of the Fire Chief and City Administrator is to approve participation in the MFO again.

21. [Action on Proposal for Design Services for Pheasant Run Road.](#)

**Background:** A business prospect is considering a building location on the northeast corner of Hwy 35 and Pheasant Run Road. If the project is built, it will be annexed and will require construction of 500 feet of paved street. Before a paving district can be formed to assess the costs, an engineering firm must provide an estimate of cost and initial design. Garry and Joel have interviewed and selected Advanced

Engineering Consultants, a West Point, Nebraska, engineering firm to do the work. This project will need to move very quickly if the business prospect decides to go forward with that location. We will have an agreement for your review at the Council meeting and a recommendation.

22. Recess

- a. Convene as Community Development Agency
- b. Approve Minutes – March 15, 2011
- c. CDA Resolution 2011- Authorizing Tax Increment Financing Revenue bonds for Windom Ridge Redevelopment Project

**Recommendation:** The TIF agreement for this project has already been approved, but we waited to bring you the approval of the bonds until time for construction. The construction of these eight market rate apartments on Windom Street is scheduled to begin this summer.

23. Adjourn as Community Development Agency and Reconvene as Council

24. Adjourn

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

[Wayne Public Library Board of Trustees Meeting Minutes – April 5, 2011](#)

May 17, 2011

The Wayne City Council met in regular session at City Hall on Tuesday, May 3, 2011, 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, Kathy Berry and Jill Brodersen; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Dale Alexander, Doug Sturm, and Kaki Ley.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 5, 2011, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Frevert made a motion and seconded by Councilmember Haase, whereas the Clerk has prepared copies of the Minutes of the meeting of May 3, 2011, 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:

**ADDITIONS & CORRECTIONS TO CLAIMS LIST OF MAY 3, 2011:** Delete Taylor Carroll - Mowing - \$105.00

**VARIOUS FUNDS:** ABCREATIVE, INC, SU, 945.00; AMERITAS, SE, 3736.20; CITY EMPLOYEE, RE, 630.20; APPEARA, SE, 97.39; BAKER & TAYLOR BOOKS, SU, 752.71; BANK FIRST, FE, 195.00; BARONE SECURITY SYSTEMS, SE, 716.04; BOMGAARS, SU, 1200.74; CARHART LUMBER COMPANY, SU, 543.52; CITY EMPLOYEE, RE, 5.29; CHARTWELLS, SE, 5437.60; CITY EMPLOYEE, RE, 81.62; CITY OF PONCA, RE, 16279.60; CITY OF WAYNE, RE, 475.00; CITY OF WAYNE, PY, 65985.35; CITY OF WAYNE, RE, 155.40; CITY OF WAYNE, RE, 4037.59; CITY OF WISNER, RE, 2446.50; COMMUNITY HEALTH, RE, 3.00; COPY WRITE, SU,

145.17; CUSTOM FILTRATION EQUIP., SU, 135.00; DAKOTA BUSINESS SYSTEMS, SE, 102.50; DAVE'S DRY CLEANING, SE, 102.00; ENDURANCE POWER PRODUCTS, SE, 1889.24; FIREMAN, RE, 85.50; FUOSS FARMS, RE, 2112.00; GERHOLD CONCRETE, SU, 899.25; GILL HAULING, SE, 133.00; GREAT PLAINS ONE-CALL, SE, 54.54; HARDING & SHULTZ, SE, 9687.19; HAUFF MID-AMERICAN SPORTS, SU, 720.40; HAUGE ASSOCIATES, RE, 167.75; HAWKINS, SU, 387.56; HD SUPPLY WATERWORKS, SU, 2141.46; CITY EMPLOYEE, RE, 10.33; HILLYARD/SIOUX FALLS, SU, 401.50; HOBART SALES AND SERVICE, SE, 211.00; ICMA, RE, 5603.85; IMLA, FE, 480.00; IRS, TX, 23275.19; JEO CONSULTING GROUP, SE, 1121.50; KRIZ-DAVIS, SU, 1579.62; KTCH, SE, 805.00; KUSTOM SIGNALS, SU, 424.00; LEAGUE OF NEBRASKA, FE, 270.00; LIBERAL GASKET MFG CO, SU, 106.37; MARK ALBENESIUS, INC., SE, 19443.15; CITY EMPLOYEE, RE, 183.16; MICROFILM IMAGING SYSTEMS, SE, 506.73; MID-STATE ENGINEERING, SE, 3059.00; MIDWEST LABORATORIES, INC, SE, 122.75; MIDWEST OFFICE AUTOMATION, SE, 1273.08; MIDWEST TAPE, SU, 149.96; N.E. NEB ECONOMIC DEV DIS, SE, 287.50; NE DEPT OF REVENUE, TX, 3730.82; NE STATE PATROL, SE, 285.00; NPPD, SE, 202485.72; NNPPD, SE, 11634.98; OTTE CONSTRUCTION COMPANY, SU, 16.77; PAC N SAVE, SU, 156.55; PALOS SPORTS, SU, 105.00; PAMIDA, SU, 168.30; PONCA RURAL FIRE BOARD, RE, 3912.43; PRESTO X, SE, 119.15; QUALITY FOODS, SU, 1.98; QUILL, SU, 546.67; RANDOM HOUSE, SU, 260.96; ROBERTSON IMPLEMENT, SU, 241.77; SD MEYERS, SE, 7950.00; SPARKLING KLEAN, SE, 2255.52; STADIUM SPORTING GOODS, SU, 903.75; STATE NATIONAL BANK, SE, 48.51; STATE NATIONAL BANK, RE, 122.35; TOM'S BODY & PAINT SHOP, SE, 176.70; TORCO, SU, 128.05; US BANK, SU, 6148.23; VILLAGE OF WINSIDE, RE, 5184.62; WAED, RE, 1000.00; WAYNE AUTO PARTS, SU, 219.66; WAYNE HERALD, SE, 2103.07; WAYNE JAYCEES, RE, 2000.00; WAYNE VETERINARY CLINIC, SE, 168.00; WESCO, SU, 683.01; WAPA, SE, 30900.88; AMAZON, SU, 211.52; AMERICAN CANCER SOCIETY, RE, 340.00; BARCO MUN PRODUCTS, SU, 550.07; BERRY CAM SERVICE, SU, 345.56; CITY EMPLOYEE, RE, 93.94; CARROT-TOP INDUSTRIES, SU, 304.18; CITIZENS NATIONAL BANK, RE, 3627.56; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, RE, 1115.22; COVENTRY HEALTH, SE, 20785.88; DE LAGE LANDEN FINANCIAL, SE, 394.00; DEMCO, SU, 240.85; DIGITAL ALLY, SU, 67.50; DUTTON-LAINSON COMPANY, SU, 97.77; ENGINEERED CONTROLS, SE, 946.00; FLOOR MAINTENANCE, SU, 49.95; GAYLORD BROS., SU, 92.89; GEMPLER'S, SU, 123.50; GERHOLD CONCRETE, SU, 163.00; CITY EMPLOYEE, RE, 55.75; JASON CAROLLO, SE, 105.00; JEO CONSULTING GROUP, SE, 336.00; KRIZ-DAVIS, SU, 7125.80; M. LEE SMITH PUBLISHERS, SU, 256.95; CINDY MEYER, RE, 50.00; NATIONAL LEAGUE OF CITIES, FE, 1117.00; NE PUBLIC HEALTH, SE, 151.00; OLSSON ASSOCIATES, SE, 1407.54; PITNEY BOWES, SU, 648.00; CITY EMPLOYEE, RE, 57.60; CITY EMPLOYEE, RE, 320.63; ROBERTSON IMPLEMENT, SU, 24.71; RON'S RADIO, SU, 46.20; SPARKLING KLEAN, SE, 84.00; SUPERCIRCUITS, SU, 183.80; WATERLINK, INC, SE, 283.29; WAYNE CO SHERIFF, SE, 48.19; WAYNE COMMUNITY SCHOOLS, RE, 3187.75; WES BLECKE, RE, 50.00; WEST PAYMENT CENTER, SU, 197.52

Councilmember Haase made a motion and seconded by Councilmember Van Delden 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 requested Council consideration to appointing Sandy Brown to the Recreation-Leisure Services Commission.

Councilmember Brodersen made a motion, which was seconded by Councilmember Frevert approving the appointment of Sandy Brown to the Recreation-Leisure Services Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm arrived at 5:33 p.m.

Administrator Johnson advised the Council that the claim filed against the City by a former dispatcher, Kate Lassila, for discrimination, retaliation and hostile work environment in the amount of \$167,000 needs to be tabled and forwarded to the City's insurance carrier, EMC, for review.

Councilmember Frevert made a motion and seconded by Councilmember Van Delden to table action on the \$167,000 claim filed by Kate Lassila against the City of Wayne for discrimination, retaliation and hostile work environment and to forward the

same to EMC, the City's insurance carrier, for their review. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson advised the Council that Tom Sievers was reappointed as Fire Chief by the Wayne Volunteer Fire Department for the upcoming year. The Council must approve the appointment by motion.

Councilmember Sturm made a motion and seconded by Councilmember Van Delden approving the reappointment of Tom Sievers as Fire Chief. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Tom Sievers, Fire Chief, gave a report on the practice house burn that the Volunteer Fire Department did on May 1<sup>st</sup>.

Administrator Johnson stated the following Resolution would approve the agreement between the City and the Nebraska Game and Parks Commission regarding the grant received for the signage (educational points of interest) for the trail.

Councilmember Sturm introduced Resolution No. 2011-33 and moved for its approval; Councilmember Van Delden seconded.

#### RESOLUTION NO. 2011-33

A RESOLUTION APPROVING THE RECREATIONAL TRAILS PROGRAM PROJECT AGREEMENT BETWEEN THE CITY OF WAYNE AND THE NEBRASKA GAME AND PARKS COMMISSION FOR THE "RECREATIONAL TRAIL SIGNAGE PROJECT."

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

Administrator Johnson stated the following Resolution would approve the Interlocal Agreement and the Special Operation and Maintenance Agreement between the City and the Lower Elkhorn Natural Resources District for the “Wayne Trail Logan Creek Overlook Bank Stabilization Project.” The project, at this time, is about \$85,000. The NRD will contribute \$25,000. Anthony Lawrence is working on another application to the Nebraska Environmental Trust which, if approved, may lower the City’s cost on the project. The structure of the trail on one side will be undermined and the trail will fail eventually if we don’t do anything. Lower Elkhorn just made their commitment, so the City has one year to start the project. Johnson’s recommendation was that the Council approve the agreements to secure the funding.

Councilmember Sturm introduced Resolution No. 2011-34 and moved for its approval; Councilmember Brodersen seconded.

#### RESOLUTION NO. 2011-34

A RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT AND SPECIAL OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF WAYNE AND THE LOWER ELKHORN NATURAL RESOURCE DISTRICT FOR THE “WAYNE TRAIL LOGAN CREEK OVERLOOK BANK STABILIZATION PROJECT.”

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

Administrator Johnson stated the following Resolution would accept the 2010 Wayne Sidewalk Replacement Project and authorize final payment.

Garry Poutre, Supt. of Public Works & Utilities advised the Council that the railing at Geno’s Steakhouse is still not installed. Therefore, Council can either table this matter until the next meeting or approve it and hold payment until that has taken place.

Councilmember Sturm made a motion and seconded by Councilmember Frevert to table action on Resolution 2011-35 Accepting the 2010 Wayne Sidewalk Replacement Project and Authorizing Final Payment until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated a pay request has been received from Eriksen Construction Co. for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project in the amount of \$328,561.00. The engineer on the project has approved the same.

Garry Poutre, Supt. of Public Works & Utilities, gave an update on the status of the project. Eriksen Construction has submitted a request to the engineer for a 22-day extension because of weather related delays. At this time, they are looking at an August 1<sup>st</sup> start-up.

Councilmember Sturm made a motion, which was seconded by Councilmember Frevert approving Application for Payment No. 9 for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project, in the amount of \$328,561.00 to Eriksen Construction Co. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Garry Poutre, Supt. of Public Works & Utilities advised the Council that the City has not paid Layne Christensen, contractor for the well project, for some time because of some things that have not been completed at the site. The well came on line in mid-January, so the project is now what is called “substantially” complete. We have had liquidated damages ongoing for this project since last July. The cut-off date for liquidated

damages was when we were able to bring the well on line. We met with Layne Christensen recently on some things that needed to be handled for us to completely close out the project. One of those things was providing proof of buying American made products, which is required because there was ARRA Stimulus funding involved with this project. There is also an issue with the roof and the contractor providing a 10-year warranty for the same. We still have not received the warranty certification; however, they have offered the City a deduct of \$1,500 because we don't have the warranty certification. Mr. Poutre will be meeting with another contractor this week to look at the roof to make a determination as to whether or not they think the roof is adequate and will indeed give us 10 years of life without issue and whether or not \$1,500 represents what they would indicate would be about half of what the value of the roof is. We will be talking about closing out this project completely in the near future, and how the Council might want to handle the liquidated damages. We have agreed to go ahead and pay them this \$29,452.27, knowing that we still have the retainer (10%) for liquidated damages.

In regard to the roof, the contractor installed the roof; however, the contractor isn't a certified installer. The roof product is made by Firestone, and Firestone will not warranty the roof unless it is installed by a certified contractor. One of the issues to begin with was that there was a fair amount of wrinkling in the rubber. Dale Paulson, a roofing contractor, is going to look at the roof on behalf of the City.

Liquidated damages up to the date of substantial completion is approximately \$46,000. The retainer on this project is about \$36,000. It was noted that this project should have been completed a year ago. The issue between Layne Christensen, who is the general contractor and his subs, is something for him to work out with his subs. The

City's issue is with Layne Christensen. The City does not need to make money on this, but we should at least cover our costs (engineering and labor costs).

Administrator Johnson advised the Council that on all of these projects, staff works very hard to get the lowest bid possible, and one of things we try to do is to have good relationships with the contractors and engineers. Legally, we can assess the total liquidated damages, but doing so just makes it tougher the next time we are bidding projects out.

Mayor Chamberlain advised the Council that if they feel the liquidated damages might exceed the \$36,000 retainer fee we still have, the matter should be tabled until the next meeting.

Councilmember Frevert made a motion and seconded by Councilmember Sturm to table action on Pay Application No. 10 in the amount of \$29,452.27 to Layne Christensen Co. for the Well House and Municipal Well 2009-1 Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Nancy Braden, Finance Director, advised the Council that the Wayne Revolving Loan Fund to Felix Industries is uncollectible. The auditors have recommended that this loan be written off so it can be taken off the books. The total amount to be written off as of this date is \$41,833.94. This is the third loss the City has had in the 20 years of having a revolving loan fund.

Councilmember Frevert made a motion, which was seconded by Councilmember Haase to write-off the Wayne Revolving Loan Fund Loan of Felix Industries in the amount of \$41,833.94. Mayor Chamberlain stated the motion, and the result of roll call

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

Administrator Johnson stated in 2000, the Community Activity Center was opened with a policy that a person had to be 12 years or older to go unaccompanied in the CAC. Over time, we were letting a few in that were under 12 years of age. We recently asked our insurance carrier if we could change that policy. Their response was that somebody 18 years or older had to accompany those children. After submitting a couple of proposals to our insurance carrier, they have agreed to the following change:

“To use the Community Activity Center, children of the age of 8 and below must be accompanied with supervision of a person age 18 or older or a person 12 or older that holds a current Red Cross Babysitter Certification.”

Karla Jensen, Community Activity Center Director, was present, and stated that when the facility was built, the intent was that it was supposed to be a safe place for kids to go and we don't want to lose sight of that. It's difficult for every person to have an 18 year old to look after their kids, but she thinks it is necessary. After school, the CAC is mass chaos. After implementing the “After School Program”, they got a better handle on it. Those children 8 and younger who are enrolled in the “After School Program” do not have to be accompanied by an 18 year old. She felt this was a good recommendation, and she is looking into becoming certified to teach the Red Cross Babysitter class so that it can be offered more than twice a year.

Councilmember Brodersen made a motion and seconded by Councilmember Haase to amend the policy on the age limits for unattended children at the Community Activity Center as follows, with a trial period of one year beginning June 1st:

“To use the Community Activity Center, children of the age of 8 and below must be accompanied with supervision of a person age 18 or older or a person age 12 or older that holds a current Red Cross Babysitter Certification.”

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 seconded by Councilmember Brodersen to enter into executive session for the annual review of the City Administrator and to protect the reputation of the Administrator, and to allow Attorney Pieper to be in attendance. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive session began at 6:28 p.m.

Mayor Chamberlain again stated that the matter to be discussed in execution session relates to the annual review of the City Administrator.

Councilmember Sturm made a motion and seconded by Councilmember Frevert to resume open session. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:58 p.m.

Councilmember Frevert made a motion and seconded by Councilmember Sturm 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 7:01 p.m.

[Back to Top](#)

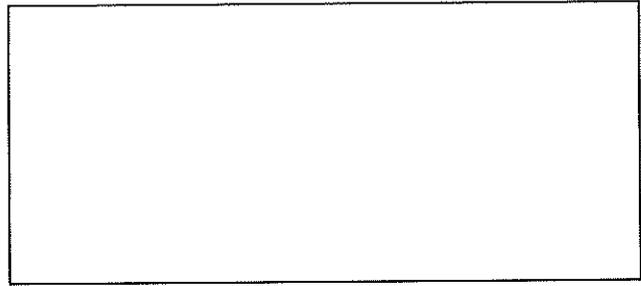
CLAIMS LISTING JUNE 7, 2011

ADMINISTRATIVE PROFESSIONAL SUBSCRIPTION	89.00
ALARM PROS, INC. MONITORING	79.13
AMERICAN BROADBAND FIBER LINE LEASE/TELEPHONE CHARGES	1,670.14
AMERITAS LIFE INSURANCE POLICE RETIREMENT	3,273.73
APPEARA LINEN & MAT SERVICE	151.19
AS CENTRAL SERVICES TELECOMMUNICATION CHARGES	448.00
ASCAP RADIO LICENSE FEE	309.00
BACKFLOW APPARATUS REPAIR KIT	26.30
BANK FIRST FRATERNAL ORDER OF POLICE DUES	330.00
BLACK HILLS ENERGY GAS BILLS	821.29
BOMGAARS SPRAYER/WASHERS/PAINT/MULCH ETC	770.25
BROWN SUPPLY CO PLUG LID	62.33
CARHART LUMBER COMPANY REPAIR OF DUGOUT BENCHES	522.76
CITY EMPLOYEE SAFETY SHOE REIMBURSEMENT	136.41
CASEY ROOFING LLC AUDITORIUM ROOF HATCH REPAIR	185.00
CHARTWELLS SENIOR CITIZEN MEALS	5,785.00
CITY OF NORFOLK INSPECTION FEE	318.50
CITY OF WAYNE AUDITORIUM DEPOSIT REFUNDS	350.00
CITY OF WAYNE CAC PUNCH CARD REIMBURSEMENTS	43.20
CITY OF WAYNE PAYROLL	125,308.25
CITY EMPLOYEES SWIM SUIT REIMBURSEMENT	100.00
CITY OF WAYNE TREE INCENTIVE	247.10
CITY OF WAYNE UTILITY REFUNDS	2,410.71
COMMUNITY HEALTH HEALTH CHARITIES	6.00
CONNEY SAFETY PRODUCTS EARPLUGS	97.43
COPY WRITE PUBLISHING SUPPLIES/SHIPPING CHARGES	276.39
DAVE SWANSON REPAIR POOL ENTRY STEPS	42.50
DE LAGE LANDEN FINANCIAL SENIOR CENTER COPIER LEASE	77.00
DGR & ASSOCIATES CO STUDY REGARDING LAMINATED POLES	116.00
CITY EMPLOYEE HEALTH REIMBURSEMENT	177.49
DUTTON-LAINSON COMPANY PVC	459.03
EAKES OFFICE PLUS CASH REGISTER INK/COPIER REPAIR	76.28
ECHO GROUP INC JESCO BULBS	80.76
EISCHEID ARTIFICIAL RAIN TURN ON SPRINKLERS-CH/LIB/SC	160.00
ELECTRIC FIXTURE & SUPPLY LOAD CONTROL SUPPLIES	479.46
ENDURANCE POWER PRODUCTS BEARING MAIN SET	192.86
ERIKSEN CONSTRUCTION CO TREATMENT PLANT	328,561.00
ERNEST E PING STUMP REMOVAL	284.00
FIRST CONCORD GROUP LLC CAFETERIA PLAN FEES	3,897.01
FIRST NATIONAL INSURANCE HEALTH INSURANCE PREMIUM	273.70
FLOOR MAINTENANCE GLOVES/TOWELS/CLEANER/DISPENSER	429.71
FORT DEARBORN LIFE LIFE/DISABILITY INSURANCE	1,638.49
FREDRICKSON OIL CO CHARGE MOWER	5.00
GERHOLD CONCRETE CO INC. CONCRETE	323.88
GILL HAULING, INC SANITATION SERVICE	133.00
HAUGE ASSOCIATES, INC. PAYROLL DEDUCTION	335.50
HAWKINS, INC POOL CHEMICALS/BALL VALVE	1,467.89
CITY EMPLOYEE HEALTH REIMBURSEMENT	79.76
HTM SALES INC WATER TOWER TRANSDUCER REPAIR	1,340.19
ICMA MEMBERSHIP RENEWALS INTERN MEMBERSHIP-A SILHACEK	25.00

ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	11,269.99
INNOVATIVE PROTECTIVES	RE-UPHOLSTER WEIGHT ROOM BENCH	950.00
IRS	FEDERAL WITHHOLDING	38,101.07
JACK'S UNIFORMS	POLICE UNIFORM PANTS	479.36
JASON CAROLLO	MOWING/LIB/SR CENTER/CH-MOWING	315.00
JAY O'LEARY	ENERGY INCENTIVE	500.00
JEO CONSULTING GROUP	WELL 11	50,981.52
CITY EMPLOYEE	HEALTH REIMBURSEMENT	593.09
KAREN MECSEJI	ENERGY INCENTIVE	500.00
KIRKHAM MICHAEL	WINDOM STREET	4,453.87
KRIZ-DAVIS COMPANY	GROUND ROD	234.35
LEAGUE OF NEBRASKA	REGISTRATION- A SILHACEK	135.00
MIDWEST OFFICE AUTOMATION	COPY CHARGES	183.38
MSC INDUSTRIAL	INDUSTRIAL CEILING FANS-CAC	397.27
N.E. NEB ECONOMIC DEV DIS	DOWNTOWN REVITILIZATION	2,552.80
N.E. NEB ECONOMIC DEV DIS	MEMBERSHIP FEES	7,018.40
NE DEPT OF ENVIRONMENTAL	DRINKING WATER SRF	10,553.27
NE DEPT OF ENVIRONMENTAL	CLEAN WATER SRF	6,992.82
NE DEPT OF ENVIRONMENTAL	2010 AIR EMISSIONS FEE	790.02
NE DEPT OF REVENUE	STATE WITHHOLDING	5,628.05
NE STATE PATROL	CRIMINAL HISTORY RECORD CHECKS	15.00
NORTHEAST EQUIPMENT	TREE SPADES/MOWER/PAINT/V-BELT	518.17
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTION	59.24
NORTHEAST NE PUBLIC POWER	ELECTRICITY	3,159.21
NeFSMA	FLOODPLAIN STORMWATER CONFERENCE	360.00
OFFICE SYSTEMS COMPANY	CANON COPIER REPAIR	135.79
PALOS SPORTS, INC.	SOCCER MEDALS/RESIN IMPACT	619.62
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,102.69
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,802.57
PUSH-PEDAL-PULL	PMA/PARTS	944.40
QUILL CORPORATION	OFFICE SUPPLIES	562.77
QWEST	TELEPHONE CHARGES	488.26
RDG PLANNING & DESIGN	ZONING UPDATES	345.00
REHAB SYSTEMS	MANHOLE REHABILITATION	41,142.40
ROBERTSON IMPLEMENT CO	IDLER	87.70
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	128.09
SPARLING INSTRUMENTS, INC	DRIVE PROPELLER METER	1,097.22
STADIUM SPORTING GOODS	6 FIREMAN PARKAS/BB-SB T'SHIRTS	1,606.00
STATE NATIONAL BANK	2005 NOTES	93,235.30
TERRACON CONSULTANTS INC	TREATMENT PLANT TESTING	1,289.00
TIM SCHAEFER	LASER TAG	150.00
NE ENVIRONMENTAL PRODUCTS	SHOCK ABSORBER/CLAMP/WASHER	751.30
TROY BRUNS	ENERGY INCENTIVE	500.00
UNITED WAY	PAYROLL DEDUCTIONS	10.00
VAN DIEST SUPPLY	WEED CONTROL	597.55
VIAERO	CELL PHONES	138.54
VERIZON WIRELESS SERVICES	CELL PHONES	306.16
WAYNE COUNTY CLERK	FILING FEES	5.50
WAYNE GROCERY LLC	LIGHTING EFFICIENCY	10.00
WAYNE HERALD	UTILITY ADS	154.00
WAYNE STATE COLLEGE	LIGHTING EFFICIENCY	504.00

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
RETAIL LICENSE HOLDERS**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/



**BEFORE SUBMITTING APPLICATION TO THE LIQUOR CONTROL COMMISSION**

- Include approval from the City, Village or County Clerk where the event is to be held
- A license fee \$40 (payable to Nebraska Liquor Control Commission) for each day/event to be licensed (i.e. if you have two separate areas at one event they both need to be licensed) (unless licensed as a K Caterer no fees required)
- Application MUST be received at the Liquor Control Commission Office no later than 10 working days prior to event (excluding weekends, Federal and State observed holidays)

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed

- Beer       Wine       Distilled Spirits

2. Liquor license number and class (i.e. C-55441)

CK 76898

3. Licensee name (last, first, middle), Corporate name, Limited Liability Company (LLC)

NAME: Jorgensen Ken L The MAX

ADDRESS: 109 main Street Wayne Ne.

CITY Wayne ZIP 68787

4. Location where event will be held; name, address, city, county, zip code

ADDRESS: 100 Block of Wayne

CITY Wayne Ne. 68787 ZIP 68787

COUNTY Wayne

- a. Is this location within the city/village limits?  YES  NO
- b. Is this location within the 150' of church, school, hospital or home aged/indigent or for veterans their wives?  YES  NO
- c. Is this location within 300' of any university or college campus?  YES  NO

Must be consecutive days

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date	Date	Date	Date	Date	Date
July 9 <sup>th</sup> 2011					
Hours From	Hours From	Hours From	Hours From	Hours From	Hours From
4:00 pm To 1:00 am	To	To	To	To	To

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be approved by local)

6. Indicate type of activity to be carried on during event  
 Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting  Other \_\_\_\_\_

7. Description of area to be licensed  
 Inside building, dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_  
 Name of building \_\_\_\_\_ (not square feet or acres)

Outdoor area dimensions of area to be covered **IN FEET** 150 x 250  
 (not square feet or acres)

- If outdoor area, how will premises be enclosed
- fence, type of fence  snow fence  chain link  cattle panels  other \_\_\_\_\_
  - tent
  - other, explain \_\_\_\_\_

\*If both inside and outdoor area to be licensed include **simple sketch**

- 8. How many attendees do you expect at event? 300
- 9. If over 150, indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. They will be checking Id's at entrance and be placing wristbands on ppl of age
- 10. Will premises to be covered by license comply with all Nebraska sanitation laws?  
 YES  NO
  - a. Are there separate toilets for both men and women?  YES  NO
- 11. Where will you be purchasing your alcohol  wholesaler  retailer  both
- 12. Will there be any games of chance operating during the event?  YES  NO  
 If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions:

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to.

Ken Tompensen Phone: Before (402) 375-9817 During (402) 375-9817  
Print name of Event Supervisor

X [Signature]  
Signature of Event Supervisor

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

X sign here [Signature] Owner 5-24-11  
Authorized Representative/Applicant Title Date

Ken Tompensen  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

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The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

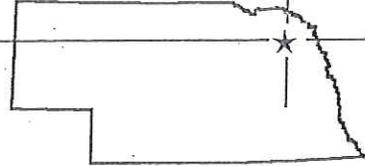
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# City of Wayne

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

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

Incorporated - February 2, 1884



## REQUEST FOR FUTURE AGENDA ITEM

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

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

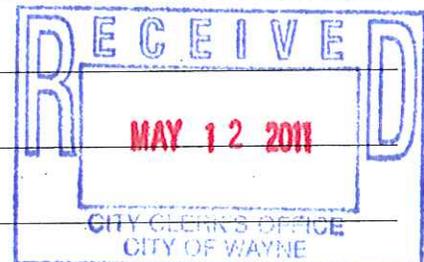
Name: Bill Melena - White Dog Pub

Address: 102 N. Main Wayne, Ne. 68787

Telephone No.: (402) 375-9958 or (402) 375-8544

Date of Request: June 7<sup>th</sup> Council mtg

Description of Requested Topic: closing off of the alley  
behind the White Dog Pub from 12-10pm  
on Sat. August 13<sup>th</sup> to hold a hamburger  
cookout competition

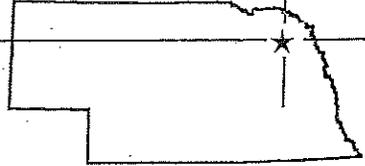


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## REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Darius Greunke for the Sharp Shooters 4-H Club

Address: 56472 854 rd Winside

Telephone No.: 402 375-8906 cell

Date of Request: 5-23-11

Description of Requested Topic: \_\_\_\_\_

1) Ask Permission to operate the 4-H Shooting Sports trailer during Halloween and the Chicken Show in July

2) Ask Permission to host the Nebraska State 4-H BB Gun and Air Rifle Championships at the Wayne Community Activities Center on April 14-15, 2012 with set up on April 13, 2012.



**4.03 Liquidated Damages**

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 242.00 for each calendar day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. (Liquidated damages are calculated as per Section 108.08 of the Nebraska Department of Roads Standards Specifications 1997).

B. The CONTRACTOR agrees:

1. To pay, according to the formula listed below in this Subsection, liquidated damages for each calendar day beyond the number of calendar days authorized for completion of the contract, and

2. To authorize the ENGINEER to recommend, and OWNER to deduct liquidated damages from any money due or coming due the CONTRACTOR.

C. If no monies are due the CONTRACTOR, the OWNER shall have the right to recover liquidated damages from the CONTRACTOR, from the surety, or from both the CONTRACTOR and the surety.

D. Liquidated damages will not be assessed for any days covered by an approved time extension. Deductions or payment of liquidated damages will not release the CONTRACTOR from further obligations and liabilities to complete the entire contract.

**Liquidated Damages Formula**

$$LD = \frac{R \times C}{T}$$

C	363,051.3	=
R	0.12	=
	43,567.12	
T	43,568.12	=
	180	=
	242.43	

where: LD = Liquidated damages per calendar day  
(rounded to the nearest dollar)

C = Original contract amount  
(includes all work completed and unfinished)

T = Original number of calendar days specified in the contract

R = 0.12 for calendar day contracts

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

**APPLICATION FOR PAYMENT NO. 10**

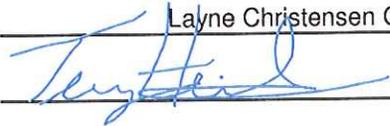
To: City of Wayne, Nebraska  
From: Layne Christensen Co.  
Contract For: Well House and Municipal Well 2009-1  
ENGINEER's Project No. 617W6  
For Work accomplished through the date of: February 7, 2011

1. Original Contract Price:	\$	363,651.00
2. Net change by Change Orders and Written Amendments (+ or -):	\$	(5,088.00)
3. Current Contract Price (1 plus 2):	\$	358,563.00
4. Total completed and stored to date:	\$	357,309.00
5. Percent of Project Completed	<u>100%</u>	
6. Retainage (per agreement):		
<u>10%</u> of completed Work and Stored Materials:	\$	<u>35,730.90</u>
(10% of the first 50% of work completed & stored)		
Total Retainage:	\$	<u>35,730.90</u>
7. Total completed and stored to date less retainage (4 minus 6):	\$	<u>321,578.10</u>
8. Less previous Application for Payments:	\$	<u>292,125.83</u>
<b>9. DUE THIS APPLICATION (7 MINUS 8):</b>	\$	<b><u>29,452.27</u></b>

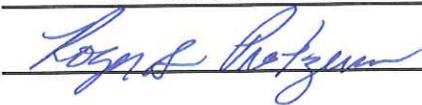
Accompanying Documentation:

**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 9 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: February 7, 2011  
By:  Layne Christensen Co.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: May 13, 2011  
By:  JEO CONSULTING GROUP, INC.

**APPLICATION APPROVED BY: City of Wayne, Nebraska**

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Title: \_\_\_\_\_

**CONTRACTOR'S PROGRESS ESTIMATE**

**Owner:** City of Wayne, Nebraska

**Date:** 02/07/11

**Project:** Well House and Municipal Well 2009-1

**Estimate No.:** 10

**Contractor:** Layne Christensen Co.

**JEO Project No.:** 617W6

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	QTY TO DATE	UNIT PRICE	TOTAL
1	1	LS	Mobilization / Demobilization	1	\$18,385.00	\$18,385.00
2	259	VF	Drill Hole	259	\$61.00	\$15,799.00
3	46	VF	18" SS Screen (90 Slot) (16" SS Screen Change)	46	\$160.00	\$7,360.00
4	3	VF	18 SS Screen (0 Slot) (16" SS Screen Change)	3	\$427.00	\$1,281.00
5	216	VF	18" Steel Casing (16" PVC Certa-Lok change)	212	\$106.00	\$22,472.00
6	1	LS	Bentonite, Grout, & Gravel Pack	1	\$15,373.00	\$15,373.00
7	1	LS	Develop & Disinfect Well	1	\$6,267.00	\$6,267.00
8	30	HR	Step Drawdown & Constant Rate Pump Test	25	\$166.00	\$4,150.00
9	1	LS	Plumbness & Alignment Test	1	\$633.00	\$633.00
10	1	LS	Chemical Analysis	1	\$5,341.00	\$5,341.00
11	1	LS	Pump, Motor, & Column	1	\$42,584.00	\$42,584.00
12	1	LS	Fluoride Chemical Feed Equipment	1	\$14,813.00	\$14,813.00
13	1	LS	Discharge Piping	1	\$30,911.00	\$30,911.00
14	1	LS	Well Building & Site Work	1	\$53,105.00	\$53,105.00
15	1	LS	Electrical w/Generator & VFD	1	\$104,393.00	\$104,393.00
16	1	LS	Access Drive	1	\$6,632.00	\$6,632.00
17	2	EA	10" 90 Bend	2	\$316.00	\$632.00
18	110	LF	10" DIP Pipe	110	\$34.00	\$3,740.00
19	1	EA	10" Gate Valve & Box	1	\$1,947.00	\$1,947.00
20	1	EA	Connect to Existing 16' Main w/ 16" x 10" Tapping Sleeve	1	\$5,526.00	\$5,526.00
21	1	LS	Seeding	1	\$1,053.00	\$1,053.00
	1	LS	Change Order No. 1	1	(\$5,088.00)	(\$5,088.00)
<b>SUBTOTAL GROUP "A"</b>						<b>\$357,309.00</b>

**RESOLUTION NO. 2011-35**

**A RESOLUTION ACCEPTING WORK ON THE 2010 WAYNE  
SIDEWALK REPLACEMENT PROJECT.**

WHEREAS, on the 12<sup>th</sup> day of July, 2010, the City of Wayne approved Resolution No. 2010-45 awarding the contract on the 2010 Wayne Sidewalk Replacement Project to M.E. Collins Contracting Co., Inc; and

WHEREAS, the contract has been completed according to the terms and specifications of the plans and specifications and according to the report of the project engineer, JEO Consulting Group, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Recommendation of Acceptance by the project engineer, JEO Consulting Group, Inc., for the work in 2010 Wayne Sidewalk Replacement Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to make final payment to the contractor, including the retainage, pursuant to the project contract.

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2011.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**APPLICATION FOR PAYMENT NO. 5**

To: City of Wayne, Nebraska  
 From: ME Collins Contracting Co., Inc.  
 Contract For: 2010 Wayne Sidewalk Replacment  
 ENGINEER's Project No. 090836  
 For Work accomplished through the date of: April 12, 2011

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:	\$645,061.00
5. Percent of Project Completed <u>103%</u>	
6. Retainage (per agreement):	
<u>0%</u> of completed Work and Stored Materials:	\$ -
(10% of the first 50% of work completed & stored)	
Total Retainage:	\$ -
7. Total completed and stored to date less retainage (4 minus 6):	\$ 645,061.00
8. Less previous Application for Payments:	\$ 574,354.08
<b>9. DUE THIS APPLICATION (7 MINUS 8):</b>	<b>\$ 70,706.92</b>

Accompanying Documentation:

CONTRACTOR'S Certification:

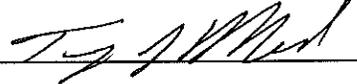
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 5 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: 4/20/11 \_\_\_\_\_ ME Collins Contracting Co., Inc.

By:  \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 5-2-11 \_\_\_\_\_ JEO CONSULTING GROUP, INC.

By:  \_\_\_\_\_

**APPLICATION APPROVED BY: City of Wayne, Nebraska**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Title: \_\_\_\_\_

**CONTRACTOR'S PROGRESS ESTIMATE**

Owner: City of Wayne, Nebraska

Date: 04/12/11

Project: 2010 Wayne Sidewalk Replacement

Estimate No.: 5

Contractor: ME Collins Contracting Co., Inc.

JEO Project No.: 090836

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	QTY TO DATE	UNIT PRICE	TOTAL
<b>GROUP "A" - REMOVALS</b>						
1	1	LS	Mobilization	1	\$24,700.00	\$24,700.00
2	27,281	SF	Remove Sidewalk	28,244	\$2.20	\$62,136.80
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	500	\$6.00	\$3,000.00
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
<b>TOTAL GROUP "A" - REMOVALS</b>						\$126,829.80
<b>GROUP "B" - SIDEWALK/PAVING IMPROVEMENTS</b>						
1	25,382	SF	Build 5" Concrete Sidewalk	27,159	\$4.80	\$130,363.20
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)	3,787	\$20.00	\$75,740.00
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
<b>TOTAL GROUP "B" - SIDEWALK/PAVING IMPROVEMENTS</b>						\$470,435.80

<b>GROUP "C" - ELECTRICAL CONDUIT</b>						
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
<b>TOTAL GROUP "C" - ELECTRICAL CONDUIT</b>						\$6,754.40
<b>GROUP "D" - WATER MAIN</b>						
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
<b>SUBTOTAL GROUP "D" - WATER MAIN</b>						\$41,352.00
<b>TOTAL BASE BID</b>						\$645,372.00

<b>CHANGE ORDER 1</b>						
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)
<b>SUBTOTAL GROUP "D" - WATER MAIN</b>						\$4,579.00
<b>LIQUIDATED DAMAGES</b>						
L1	1	DAY	Liquidated Damages	6	-\$815.00	(\$4,890.00)
<b>TOTAL</b>						\$645,061.00

**EXHIBIT "E"**  
**RECOMMENDATION OF ACCEPTANCE**

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DATE OF ISSUANCE: April 25, 2011

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OWNER: City of Wayne, Nebraska

CONTRACTOR: ME Collins Contracting Co., Inc.

Contract: 2010 Wayne Sidewalk Replacement, Wayne, Nebraska

Project: 2010 Wayne Sidewalk Replacement

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OWNER's Contract No.: \_\_\_\_\_

ENGINEER's Project No.: 090836

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This Recommendation of Acceptance applies to all Work under the Contract Documents or to the following specified parts thereof:

To: City of Wayne, Nebraska  
OWNER

And To: ME Collins Contracting Co., Inc.  
CONTRACTOR

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The Work to which this Recommendation of Acceptance applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on \_\_\_\_\_, expressly subject to the provisions of the related Agreement documents and the terms and conditions set forth herein.

**CONDITIONS OF RECOMMENDATION OF ACCEPTABILITY OF WORK**

The Recommendation of Acceptability of Work ("Recommendation") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Recommendation and rely thereon agree:

1. Said Recommendation is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Recommendation reflects and is an expression of the professional judgment of ENGINEER.
3. Said Recommendation is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Recommendation is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced herein, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced herein.

5. Said Recommendation is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced herein nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents. The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: Responsible for security, operation, safety and maintenance.

CONTRACTOR: Responsible for the one-year warranty and guarantee shall commence to run as of the date of acceptance by the OWNER shown below.

The following documents are attached to and made a part of this Recommendation of Acceptance:  
Payment Application No. 5 (Final)

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

Executed by ENGINEER on 5-2-11  
Date

JEO Consulting Group, Inc.  
ENGINEER

By: [Signature]  
(Authorized Signature)

CONTRACTOR accepts this Recommendation of Acceptance on 4/28/11  
Date

ME Collins Contracting Co., Inc.  
CONTRACTOR

By: [Signature]  
(Authorized Signature)

OWNER accepts this Recommendation of Acceptance on \_\_\_\_\_  
Date

City of Wayne, Nebraska  
OWNER

By: \_\_\_\_\_  
(Authorized Signature)



June 1, 2011

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 four (4) copies of Application for Payment No. 10 for the above referenced project. Work completed this month includes more backfill, masonry, Aquarius diffuser piping installation, yard piping, manholes, and electrical work. The Contractor is seeking payment on \$3,337,271.75 less retainage and previous payments. JEO recommends payment in the amount of \$197,550.00 to Eriksen Construction Co. Inc.

A progress meeting was held on May 26, 2011 and meeting minutes are enclosed. Also enclosed with the pay application are copies of the daily field reports with a copy also being forwarded to staff for review. Materials testing results enclosed also show work is meeting specifications.

The Aquarius wall structures are complete and minor wall caps need to be completed. The Contractor is still working on piping and backfilling the lift station and Aquarius tank areas. Progress is being made on the headworks building too. The blower discharge piping was also installed this month.

Due to wet weather the Contractor experienced some delays this last month. If weather improves, significant progress can occur, however it is our opinion at this time the Contractor will likely not meet the completion date. They have asked for a time extension due to winter conditions; however, in our opinion this winter was not significantly unusual and the City has denied the extension. It is our opinion that a September - October completion is probably more realistic. We are working to discuss this with NDEQ however their staff is out of the office in Kansas City and could not be contacted. Next week we should be able to talk to them.

It is also our opinion that the delays were likely due to several of the following factors. One, the Contractor could have worked on the lift station sooner per the older schedules but needed materials which weren't immediately available. Two, obtaining materials in a timely fashion has been an issue in certain instances, which has caused delays. Examples are lintels, structural steel, and concrete manholes. Lastly, the sheer size and complexity of the project and coordination just may require additional time to ensure that the work is done correctly.

Lowell D. Johnson

June 1, 2011

Page 2

Upon approval of the pay application, please forward one copy with payment to the Contractor, and return one copy to JEO. You can provide photocopies to NDEQ or USEPA for reimbursement through the funding agencies.

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman". The signature is written in a cursive style.

Roger S. Protzman, P.E.  
Project Manager

RSP:skw  
Enclosures

Pc: Gary Poutre w/Field Reports (via email)

**APPLICATION FOR PAYMENT NO. 10**

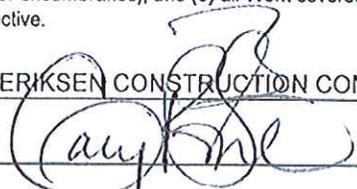
To: City of Wayne, Nebraska  
 From: Eriksen Construction Company, Inc.  
 Contract For: 2009 - 2010 Wastewater Treatment Facility Improvements, Phase I  
 ENGINEER's Project No. 090621 (617S7)  
 For Work accomplished through the date of: 5/24/2011

1. Original Contract Price:	<u>\$ 5,098,770.00</u>
2. Net change by Change Orders and Written Amendments (+ or -):	
3. Current Contract Price (1 plus 2):	<u>\$ 5,098,770.00</u>
4. Total completed and stored to date:	<u>\$ 3,337,271.75</u>
5. Percent of Project Completed <u>65%</u>	
6. Retainage (per agreement):	
<u>10%</u> of completed Work and Stored Materials: <u>\$254,938.50</u>	
(10% of the first 50% of work completed & stored)	
Total Retainage:	<u>\$ 254,938.50</u>
7. Total completed and stored to date less retainage (4 minus 6):	<u>\$ 3,082,333.25</u>
8. Less previous Application for Payments:	<u>\$ 2,884,783.25</u>
<b>9. DUE THIS APPLICATION (7 MINUS 8):</b>	<b><u>\$ 197,550.00</u></b>

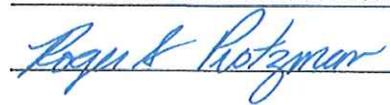
Accompanying Documentation:

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 9 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: 5/26/11 By:   
 ERIKSEN CONSTRUCTION COMPANY, INC.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 5/2/11 By:   
 JEO CONSULTING GROUP, INC.

APPLICATION APPROVED BY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Title: \_\_\_\_\_

Application and Certificate for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest Dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

Application Number: 9  
 Application Date: 04/26/11  
 Period From: 03/28/11  
 Period To: 04/23/11  
 Eng. Project No.: 617S7

Retainage: 10%

A No.	B Description of Work	C Scheduled Value	D Work Completed			G Total Completed and Stored to Date D+E+F	H % G/C	I C-G	Retainage 10% (On first 50%)
			Previous Applications	Work In Place	Stored Materials				
1	Bonds and Insurance	75,000.00	75,000.00	0.00	0.00	75000.00	100%	0.00	0.00
2	Mobilization	68,680.00	68,680.00	0.00	0.00	68680.00	100%	0.00	0.00
3	Site Clearing	85,360.00	85,360.00	0.00	0.00	85360.00	100%	0.00	0.00
4	Grading	25,660.00	5,000.00	0.00	0.00	5000.00	19%	20660.00	0.00
5	Excavation	50,724.00	50,000.00	724.00	0.00	50724.00	100%	0.00	0.00
6	Aquarius Tank Rock Base & Sub	39,780.00	39,780.00	0.00	0.00	39780.00	100%	0.00	0.00
7	Fill	9,780.00	9,780.00	0.00	0.00	9780.00	100%	0.00	0.00
8	Backfill	80,126.00	35,000.00	20,000.00	0.00	55000.00	69%	25126.00	0.00
9	Surcharge	19,375.00	19,375.00	0.00	0.00	19375.00	100%	0.00	0.00
10	Staging Area	34,607.00	34,607.00	0.00	0.00	34607.00	100%	0.00	0.00
11	Demolition	2,120.00	0.00	0.00	0.00	0.00	0%	2120.00	0.00
12	Rock Around Lift Station	2,163.00	0.00	0.00	0.00	0.00	0%	2163.00	0.00
13	Erosion Control	15,000.00	12,000.00	0.00	0.00	12000.00	80%	3000.00	0.00
14	Fence	40,783.00	21,000.00	0.00	0.00	21000.00	51%	19783.00	0.00
15	Seeding	5,000.00	0.00	0.00	0.00	0.00	0%	5000.00	0.00
16	Pavement	32,000.00	0.00	0.00	0.00	0.00	0%	32000.00	0.00
17	Concrete	294,000.00	282,240.00	5,000.00	0.00	287240.00	98%	6760.00	0.00
18	Rebar	196,100.00	191,550.00	1,500.00	0.00	193050.00	98%	3050.00	0.00
19	Hollow Core	2,500.00	2,500.00	0.00	0.00	2500.00	100%	0.00	0.00
20	Masonry	151,450.00	102,478.50	25,000.00	0.00	127478.50	84%	23971.50	0.00
21	Misc. Metals	65,000.00	3,550.00	0.00	0.00	3550.00	5%	61450.00	0.00
22	Handrails/Stairs/Grating	21,000.00	0.00	0.00	0.00	0.00	0%	21000.00	0.00
23	Final Clarifier Demo	4,400.00	0.00	0.00	0.00	0.00	0%	4400.00	0.00
24	Flat Covers	250,000.00	10,000.00	0.00	0.00	10000.00	4%	240000.00	0.00
25	Carpentry	28,500.00	7,125.00	7,125.00	0.00	14250.00	50%	14250.00	0.00
26	Trusses	10,500.00	5,250.00	5,250.00	0.00	10500.00	100%	0.00	0.00
27	Water Repellants	3,500.00	0.00	0.00	0.00	0.00	0%	3500.00	0.00
28	Insulation	1,000.00	0.00	0.00	0.00	0.00	0%	1000.00	0.00
29	Gutters	3,000.00	0.00	0.00	0.00	0.00	0%	3000.00	0.00
30	Joint Sealants	8,000.00	0.00	0.00	0.00	0.00	0%	8000.00	0.00
31	Doors & Hardware	7,800.00	1,300.00	0.00	0.00	1300.00	17%	6500.00	0.00
32	Overhead Doors	12,000.00	0.00	0.00	0.00	0.00	0%	12000.00	0.00
33	Drywall	1,000.00	0.00	0.00	0.00	0.00	0%	1000.00	0.00
34	Painting	45,000.00	0.00	0.00	0.00	0.00	0%	45000.00	0.00
35	Toilet Accessories	4,700.00	0.00	0.00	0.00	0.00	0%	4700.00	0.00
36	Grit and Screw Classifier System	200,000.00	0.00	0.00	0.00	0.00	0%	200000.00	0.00
37	Submersible Lift Station Pumps	33,000.00	31,000.00	0.00	0.00	31000.00	94%	2000.00	0.00
38	Rotary Lobe Pumps	4,800.00	0.00	0.00	0.00	0.00	0%	4800.00	0.00
39	Scraper Clarifiers	165,000.00	500.00	0.00	0.00	500.00	0%	164500.00	0.00
40	Vertical Fine Screen	98,000.00	87,885.00	10,115.00	0.00	98000.00	100%	0.00	0.00
41	Intially Fed Drum Screen & Comp	142,500.00	0.00	0.00	0.00	0.00	0%	142500.00	0.00
42	Gates	14,000.00	13,975.00	25.00	0.00	14000.00	100%	0.00	0.00
43	Aquarius MSABP	1,326,600.00	1,163,161.00	20,000.00	0.00	1183161.00	89%	143439.00	0.00
44	Positive Displacement Blower	64,050.00	60,600.00	0.00	0.00	60600.00	95%	3450.00	0.00
45	Casework/Counter Top	11,865.00	0.00	0.00	4076.00	4076.00	34%	7789.00	0.00

tion Sheet

Application and Certificate for Payment, containing Contractor's signed verification is attached. In tabulations below, amounts are stated to the nearest Dollar.

Application Number: 9  
 Application Date: 04/26/11  
 Period From: 03/26/11  
 Period To: 04/23/11  
 Eng. Project No.: 617S7

Use Column 1 on Contracts where variable retainage for line items may apply.

Retainage: 10%

A No.	B Description of Work	C Scheduled Value	E Work Completed			G Total Completed and Stored to Date D+E+F	H % G/C	I Retainage 10% (On first 50%)	
			D Previous Applications	E Work In Place	F Stored Materials				
46	Hoist/Trolley/Crane	13,650.00	13,650.00	0.00	0.00	13650.00	100%	0.00	
47	Valves	117,800.00	103,408.00	7,600.00	0.00	110908.00	94%	6692.00	
48	Yard Piping	238,975.00	161,806.73	25,000.00	0.00	186806.73	78%	52168.27	
49	Manholes	174,900.00	139,920.27	26,235.00	0.00	166155.27	95%	8744.73	
50	Process Piping	98,322.00	69,240.25	0.00	0.00	69240.25	70%	29081.75	
51	Mechanical	86,000.00	57,000.00	10,000.00	0.00	67000.00	78%	19000.00	
52	Electrical	613,900.00	176,000.00	30,000.00	0.00	206000.00	34%	407900.00	
53		0.00	0.00	0.00	0.00	0.00	0%	0.00	
		5,098,770.00	3139721.75	193,474.00	4076.00	3337271.75	65%	1761498.25	254938.60



June 2, 2011

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 two proposals for additional electrical work as a part of the above referenced project.

Proposal #1, also known as Work Change Directive #4, is for electrical work omitted from the electrical plans. The equipment for this work was shown on the civil plans. This includes extending power and return signal to the total suspended solids probe and magnetic flow meter being added to the facility sludge pump. This will require multiple junction boxes, conduit, wire, and labor to complete these tasks, one of which is in an electrical classified area. The proposal request compensation of \$12,560.80. We recommend approval of this change order as it is required to make these systems operable.

Proposal #2 is for the installation of six additional dissolved oxygen meters. Late in the design process this instrumentation was removed from the project design due to concerns about anticipated cost of the project. However, because the project is under budget, there is a desire to add this back into the project as the budget allows. The purpose of this proposal is to add additional monitoring equipment to facilitate the operation for the operator. It eliminates the task of the operator manually completing the readings on a routine basis, possibly daily saving about 0.5 hr labor/day. We expect the reduced labor to offset the cost of the units based on a life cycle costs presented to staff. To date, some additional conduits at the building have been installed to allow the floor pour to progress but no other work from this proposal has been completed. The proposal amount for consideration is \$43,326.23. This proposal is optional and is NOT REQUIRED. The work in proposal #2 is not critical to project completion but is significant in nature and the Contractor should be allowed additional time to complete construction of this work as a part of the contract. It is estimated to take approximately 180 hours which is about 1 month labor. We would recommend a 1 month extension for this Change Order.

Upon your consideration, please advise us of your decision so that we can prepare a change order reflecting these changes the Council elects to complete and we will forward for everyone's signature.

Regards,

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

Roger S. Protzman, P.E.  
Senior Project Engineer

RSP:skw  
Enclosures



# MODEL ELECTRIC INC - COST ANALYSIS

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

DATE 8/1/2011

JOB: WAYNE WWTF, PHASE I, WAYNE, NE PR# #4 REVISED

CHANGE ORDER NUMBER: 0

DESCRIPTION: Add PVC, Rob Roy Rigid conduit, 120 volt conductors, pull boxes, fitting for class 1, division 1 location per Work Change Directive #4 of 1/21/2011

LABOR:

HOURS:	ELECTRICIAN	HOURS:	RATE
	OVERTIME	79	\$42.90
		0	\$64.35
DIRECT LABOR:		\$3,389.10	
MATERIAL HANDLING:		\$169.46	
SUBTOTAL:		\$3,558.56	
TOTAL LABOR COST:			\$3,558.56

MATERIAL:

MATERIAL COST:	\$5,623.23	
EXPENDABLE:	\$56.23	
TOTAL:	\$5,679.46	
TAX: 0.0%	\$0.00	
TOTAL MATERIAL COST:		\$5,679.46

QUOTE: ~~469.30~~ \$469.30

EQUIPMENT:

SMALL TOOL EXPENDABLES:	\$79.00	
MILAGE/TRAVEL	\$212.51	
TRENCH/BACKHOE	\$0.00	
TOTAL EQUIPMENT COST:		\$291.51

SUBTOTAL:	\$0,000.00	9707.32
OVERHEAD	\$000.00	970.73
SUBTOTAL:	\$10,000.74	10,678.05
PROFIT:	\$540.04	533.90
TOTAL	\$11,540.66	11,211.95
BOND	\$470.23	*+ 291.51
TOTAL WITH BOND	\$11,721.88	11,503.46
	+1.5% BOND	172.55
		TOTAL 11,676.01

ESTIMATED INCREASE (DECREASE) IN CONTRACT TIME: 0 DAYS

GRB  
8/2/11

**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**

6/1/2011

PROJECT: **WAYNE WWTF, PHASE I**  
WAYNE, NEBRASKA

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

Attn: Gary Bittner Voice: (402) 426-3119 Fax: (402) 426-3150  
[garyb@eriksenconst.com](mailto:garyb@eriksenconst.com) Cell (402) 679-6375

**DESCRIPTION OF WORK INCLUDED IN PRICE:**

- 1 Add PVC, Rob Roy Rigid conduit, 120 volt conductors, pull boxes, fittings for class 1, division 1 location for probes per Work Change Directive #4 of 1/21/2011

**WORK NOT INCLUDED IN PRICE:**

1

ESTIMATED COST FOR ABOVE WORK:

~~11,722~~ 11,676 *GRB* 6/2/11

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 \_\_\_\_\_



**WORK CHANGE DIRECTIVE**

DATE 1/21/2011 W.C.D. NO. 4

PROJECT NUMBER 617S7

PROJECT NAME 2009-2010 Wastewater Treatment Facility Improvements

OWNER City of Wayne, Nebraska

CONTRACTOR Erickson Construction, Blair, Nebraska

**YOU ARE DIRECTED TO PROCEED PROMPTLY WITH THE FOLLOWING CHANGE(S):**  
**DESCRIPTION:**

- 1) The contractor shall mount the analyzer provided for the TSS probe located at the clarifier splitter box on a 4" square X 4' galvanized steel post bolted to the wall of the splitter box structure. The contractor shall furnish and install 2-#10 THWN copper & 1-#10 copper ground in 2" conduit from the TSS probe analyzer to a 20/1 branch breaker in Panel "B". The contractor shall furnish and install a 4-20mA cable in a 2" conduit from the TSS probe analyzer to the Blower/Lab/MCC building RTU.
- 2) The contractor shall furnish and install a mag meter cable in 3/4" conduit from the new mag meter installed in the existing maintenance building sludge pumping room to a new mag meter remote readout located in the existing maintenance building electrical room. The contractor shall field coordinate the final location of the new mag meter remote readout.
- 3) The contractor shall disconnect and remove 1-4' section of the ceiling mounted light fixture above the new crane in existing maintenance building blower room. Field coordinate.

PURPOSE OF CHANGE DIRECTIVE: Items 1 & 2 - Equipment omitted from electrical plans  
Item 3 - New crane is hitting existing light fixture

ATTACHMENTS: None

**IF CLAIM IS MADE THAT THE ABOVE CHANGE(S) HAVE AFFECTED CONTRACT PRICE OR CONTRACT TIME ANY CLAIM FOR A CHANGE ORDER BASED THEREON WILL INVOLVE ONE OR MORE OF THE FOLLOWING METHODS OF DETERMINING THE EFFECT OF THE CHANGES.**

**METHOD OF DETERMINING CHANGE IN CONTRACT PRICE:**  
 UNIT PRICES \_\_\_\_\_  
 LUMP SUM \_\_\_\_\_  
 OTHER \_\_\_\_\_

**METHOD OF DETERMINING CHANGE IN CONTRACT TIME.**  
 CONTRACTOR'S RECORDS \_\_\_\_\_  
 ENGINEER'S RECORDS \_\_\_\_\_  
 OTHER \_\_\_\_\_

**ESTIMATED INCREASE (DECREASE) IN CONTRACT PRICE:**  
 \$ \_\_\_\_\_

**ESTIMATED INCREASE (DECREASE) IN CONTRACT TIMES:**  
 READY FOR FINAL PAYMENT \_\_\_\_\_ DAYS

IF THE CHANGE INVOLVES AN INCREASE, THE ESTIMATED AMOUNT IS NOT TO BE EXCEEDED WITHOUT FURTHER AUTHORIZATION.

---

**RECOMMENDED:**

\_\_\_\_\_  
(Engineer)

\_\_\_\_\_  
(Date)

**AUTHORIZED:**

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Date)

**ACCEPTED:**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Date)

CC: Project Manager, RPR, Contractor, Owner





# 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.modelectric.com

## PROPOSAL

1/28/2011

PROJECT: WAYNE WWTF, PHASE I  
WAYNE, NEBRASKA

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

Attn: Gary Bittner Voice: (402) 426-3119 Fax: (402) 426-3150  
garyb@eriksenconst.com Cell (402) 679-6375

### DESCRIPTION OF WORK INCLUDED IN PRICE:

- 1 Add Rob Roy Rigid conduit, 120 volt conductors, pull boxes, fittings for class 1, division 1 location for probes per E-mail of January 20, 2011.

### WORK NOT INCLUDED IN PRICE:

- 1 a. No j-box at probes is required. Direct connect to analyzers per Rob Woodard, JEO.  
b. Mount analyzers and probes to railing. No 4" galvanized posts required. Per Rob W.

ESTIMATED COST FOR ABOVE WORK: \$40,454

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 \_\_\_\_\_

# MODEL ELECTRIC INC - COST ANALYSIS

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

DATE 1/28/2011

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

CHANGE ORDER NUMBER: 0

DESCRIPTION: Add Rob Roy Rigid conduit, 120-volt conductors, pull boxes, fitting for class 1, division 1 location per e-mail of January 20, 2011.

LABOR:	HOURS:	HOURS:	RATE
	ELECTRICIAN	.174	\$42.90
	OVERTIME	.0	\$64.35
	DIRECT LABOR:	\$7,464.60	
	MATERIAL HANDLING:	\$373.23	
	SUBTOTAL:	\$7,837.83	
	TOTAL LABOR COST:		\$7,837.83

MATERIAL:	MATERIAL COST:	\$7,314.87	
	EXPENDABLE:	\$73.16	
	TOTAL:	\$7,388.02	
	TAX: <u>0.0%</u>	\$0.00	
	TOTAL MATERIAL COST:		\$7,388.02

QUOTE **<TMS>** \$18,640.00 \$18,640.00

EQUIPMENT:	SMALL TOOL EXPENDABLES:	\$174.00	
	MILAGE/TRAVEL	\$468.06	
	TRENCH/BACKHOE	\$0.00	
	TOTAL EQUIPMENT COST:		\$642.06

SUBTOTAL:		\$34,507.81
OVERHEAD	10%	\$3,450.79
SUBTOTAL:		\$37,958.70
PROFIT:	5%	\$1,897.93
TOTAL		\$39,856.63
BOND	1.5%	\$597.85
TOTAL WITH BOND		\$40,454.48

ESTIMATED INCREASE (DECREASE) IN CONTRACT TIME: 0 DAYS

Job ID: WAYNE WWTF PROBES  
 Project: Probes & Analyzers



### Summary Item Number Report

Vendor: TRADE/3-COL		Labor Level: CONEST		1/31/2011 3:04:52PM		Quote Result					
Item	Description	Size	Q/UM	Quantity	UM	Mat Units	Mat Result	Labor Units	Labor Result	Quote Units	Quote Result
901	TMS QUOTE PROBES		Q	1		0.0000	0.000	4.0000	24.000	18,840.0000	18,840.0000
	PROBES		Q	6		0.0000	0.000	4.0000	12.000		
902	ANALYZERS		Q	3		0.0000	0.000	0.0000	0.000		
1065	PVC SCH 40	2	M	210	FT	0.9228	193.788	0.0925	6.825		
1107	PVC COATED GRC 40MIL	3/4	M	100	FT	6.2740	627.400	0.0500	5.000		
1107	PVC COATED GRC 40MIL	3/4	M	100	FT	6.2740	627.400	0.0500	5.000		
1111	PVC COATED GRC 40MIL	2	M	5	FT	16.3077	81.539	0.1200	0.600		
1111	PVC COATED GRC 40MIL	2	M	5	FT	16.3077	81.539	0.1200	0.600		
1178	CONDUIT CUT & THREAD	3/4	M	16	EA	0.0000	0.000	0.2450	3.620		
1182	CONDUIT CUT & THREAD	2	M	2	EA	0.0000	0.000	0.4900	0.980		
2006	PVC SCH 40 90-DEG ELBOW	2	M	2	EA	5.0772	10.154	0.2000	0.400		
2006	PVC SCH 40 90-DEG ELBOW	2	M	2	EA	5.0772	10.154	0.2000	0.400		
2258	GRC/PVC COATED 90-DEG ELBOW	3/4	M	4	EA	20.7818	83.128	0.5100	2.040		
3267	PVC COUPLING	2	M	4	EA	1.2398	4.958	0.1000	0.400		
3267	PVC COUPLING	2	M	4	EA	1.2398	4.958	0.1000	0.400		
3267	PVC EXPANSION COUPLING	2	M	2	EA	48.3782	96.756	0.1300	0.260		
3300	PVC MALE ADAPTER	2	M	2	EA	1.7344	3.469	0.1550	0.310		
3506	GRC/PVC COATED LS CONDUIT BODY	3/4	M	2	EA	61.7090	123.400	0.8000	1.600		
3539	GRC/PVC COATED T CONDUIT BODY	3/4	M	4	EA	80.4800	321.920	1.0000	4.000		
4035	PVC (GLUE) CEMENT	PINT	M	2	EA	18.9876	37.975	0.0200	0.040		
4134	LOCKNUT	2	M	3	EA	4.4488	13.346	0.0500	0.150		
4134	LOCKNUT	2	M	3	EA	4.4488	13.346	0.0500	0.150		
4179	PLASTIC BUSHING	2	M	2	EA	3.8223	7.645	0.0500	0.100		
4179	PLASTIC BUSHING	2	M	2	EA	3.8223	7.645	0.0500	0.100		
5082	LIQUIDITE CONDUIT	3/4	M	84	FT	2.7500	231.000	0.0350	2.940		
5084	LIQUIDITE ANGLE CONNECTOR	3/4	M	14	EA	10.1474	142.064	0.1512	2.117		
5106	LIQUIDITE STRAIGHT CONNECTOR	3/4	M	14	EA	5.5758	78.061	0.1260	1.764		
7036	THR/THWN CU (STR)	10	M	850	FT	0.4861	413.168	0.0035	2.975		
9284	CONTROL CABLE	16/4C	M	1,020	FT	0.0000	0.000	0.0160	16.320		
10157	WIRE TERMINATION	18	M	48	EA	0.0000	0.000	0.0500	1.440		
10161	WIRE TERMINATION	10	M	45	EA	0.0000	0.000	0.0350	1.575		
16114	WEDGE ANCHOR	1/4 x 3/4"	M	56	EA	0.7544	42.246	0.1000	5.600		
16182	LOCK WASHER (PLT)	1/4"	M	28	EA	0.0347	0.972	0.0010	0.028		
16182	LOCK WASHER (PLT)	1/4"	M	28	EA	0.0347	0.972	0.0010	0.028		
16189	FENDER WASHER (PLT)	1/4 x 1/4"	M	28	EA	0.1188	3.326	0.0010	0.028		
16189	FENDER WASHER (PLT)	1/4 x 1/4"	M	28	EA	0.1188	3.326	0.0010	0.028		
16324	MACHINE SCREWS (PLT)	1/4-20 x 1-1/4"	M	56	EA	0.0720	4.032	0.0560	3.136		
16316	HAMMER DRILLED HOLE	1/4 x 1/2 - 3"	M	56	EA	0.0000	0.000	0.2000	11.200		

Phone:  
 Fax:

Probes & Analyzers Summary Report

1/31/2011 3:05:06PM

Item	Description	Size	Q/M	Quantity	U/M	Mat Units	Mat Result	Labor Units	Labor Result	Quote Units	Quote Result	
16725	PVC 2-HOLE STRAP	2	M	8	EA	0.5723	4.578	0.0350	0.280			
24119	U-STRUT END CAP		M	12	EA	4.2400	50.880	0.0200	0.240			
24772	U-STRUT SGL-CHNL STD PVC-CTD	1 5/8" x 13/16" H	U	30	FT	8.6000	258.000	0.0800	2.400			
24785	PVC-CTD STRUT CLAMP	3/4	M	12	EA	8.8868	106.762	0.0900	0.360			
39090	HAND TRENCHING CLAY	12W x 30D	M	100	FT	0.0000	0.000	0.1539	15.390			
39118	BACKHOE TRENCHING	12" x 30" DEEP	M	10	FT	0.0000	0.000	0.0133	0.133			
39140	BACKHOE BACKFILL TRENCH	6" x 24" DEEP	M	10	FT	0.0000	0.000	0.0200	0.200			
39396	SAND		M	15	YD	0.0000	0.000	0.2000	3.000			
49019	GRC/PVC CTD (MYERS TYPE) HUB	2	M	2	EA	128.6800	257.360	1.1200	2.240			
49074	GRC/PVC COATED VRT EYS SEAL-FTG-FE3/4		M	8	EA	70.7800	566.240	0.4400	3.520			
49188	GRC/PVC COATED 4IN EXPANSION FITTING		M	2	EA	781.1500	1,562.300	1.5000	3.000			
49346	PVC CTD 2-HOLE STRAP	3/4	M	26	EA	12.4473	323.630	0.0400	1.040			
49381	PVC CTD STL STRUT STANDARD	1-1/2 x 1-1/2	M	60	EA	8.8673	532.038	0.1200	7.200			
50136	ENCLOSURE HOLE PUNCH	3/4	M	6	EA	0.0000	0.000	0.3300	1.980			
50140	ENCLOSURE HOLE PUNCH	2	M	4	EA	0.0000	0.000	0.5000	2.000			
50158	DRILL HOLE & PATCH	3/4	M	12	EA	0.0000	0.000	0.8000	9.600			
71128	PULL BOX -WEATHER PROOF	12x12x4	M	2	EA	80.3100	160.620	1.1500	2.300			
71160	PVC PULL BOX	12x12x6	M	2	EA	101.1857	202.373	0.5000	1.000			
Phase Totals:							\$7,314.87		174.34		\$18,640.00	
Job Totals:							\$7,314.87		174.34			\$18,640.00

Phone:  
Fax:

**RESOLUTION NO. 2011-36**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “POWER PLANT COOLING TOWER IMPROVEMENT PROJECT - INSTALLATION.”**

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

WHEREAS, one proposal/bid was received on the “Power Plant Cooling Tower Improvement Project – Installation”; and

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

WHEREAS, the City’s Engineer, HDR Engineering, Inc., is recommending that the contract be awarded to Midstates Erectors, Inc. in the amount of \$612,762.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Power Plant Cooling Tower Improvement Project”, as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>	<u>Amount</u>
Midstates Erectors, Inc. 5910 Skylark Lane Lincoln, NE 68516	\$612,762.00

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

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2011.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

1 2011/05/09

2 **SECTION 00301**  
3 **BID FORM**

4  
5 PROJECT IDENTIFICATION: CITY OF WAYNE, NE COOLING TOWER IMPROVEMENTS –  
6 INSTALLATION

7  
8 THIS BID IS SUBMITTED TO: City of Wayne, NE,  
9 herein after referred to as OWNER.

10  
11 **1. Enter Into Agreement**

12  
13 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with  
14 OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or  
15 indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in  
16 accordance with the other terms and conditions of the Contract Documents.

17  
18 **2. BIDDER Acknowledgements**

19  
20 BIDDER accepts all of the terms and conditions of the Advertisement or INVITATION TO BID and  
21 INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid  
22 security. This Bid will remain subject to acceptance for 35 days after the day of Bid opening or for such  
23 longer period of time that BIDDER may agree to in writing upon request of Owner. BIDDER will sign and  
24 deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents  
25 required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

26  
27 **3. BIDDER's Representations**

28  
29 In submitting this Bid, BIDDER represents that:

- 30  
31 a. BIDDER has examined and carefully studied the Bidding Documents, other related data identified  
32 in the Bidding Documents, and the following Addenda receipt of all which is hereby  
33 acknowledged: (List Addenda by Number)

34  
35 

ADDENDA NO
------------

No. 1  
\_\_\_\_\_  
\_\_\_\_\_

- 36 b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and  
37 site conditions that may affect cost, progress, performance and furnishing of the Work.  
38  
39 c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations  
40 that may affect cost, progress, performance and furnishing of the Work.  
41  
42 d. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at  
43 or contiguous to the site and all drawings of physical conditions in or relating to existing surface  
44 or subsurface structures at or contiguous to the site (except Underground Facilities) which have  
45 been identified in the SUPPLEMENTARY CONDITIONS as provided in Paragraph 4.02A. of the  
46 General Conditions.  
47  
48 e. BIDDER accepts the determination set forth in Paragraph SC-4.02 of the Supplementary  
49 Conditions of the extent of the "technical data" contained in such reports and drawings upon  
50 which BIDDER is entitled to rely as provided in Paragraph 4.02 of the General Conditions.

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51  
52

- f. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes.
- g. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site.
- h. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all reasonable additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto.  

BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- i. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- j. BIDDER has correlated the information known to BIDDER, information commonly known to CONTRACTORS doing business in the locality of the Site, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- k. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- l. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by ENGINEER as described in the INSTRUCTIONS TO BIDDERS, because of insufficient time or otherwise, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
- m. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- n. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

1 **4. BIDDER's Certification**

- 2
- 3 a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or
- 4 entity and is not submitted in conformity with any collusive agreement or rules of any group,
- 5 association, organization, or corporation.
- 6
- 7 b. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or
- 8 sham Bid.
- 9
- 10 c. BIDDER has not solicited or induced any individual or entity to refrain from bidding.
- 11
- 12 d. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for
- 13 the Contract. For the purposes of this Paragraph:
- 14
- 15 (1) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value
- 16 likely to influence the action of a public official in the bidding process.
- 17
- 18 (2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the
- 19 bidding process to the detriment of OWNER. (b) to establish Bid prices at artificial non-
- 20 competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.
- 21
- 22 (3) "collusive practice" means a scheme or arrangement between two or more BIDDERS, with or
- 23 without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial,
- 24 non-competitive levels.
- 25
- 26 (4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or
- 27 their property to influence their participation in the bidding process or affect the execution of
- 28 the Contract.
- 29

30 **5. Bid Prices**

31

32 BIDDER will complete the Work in accordance with the Contract Documents for the following prices(s):

33 *SIX HUNDRED TWELVE THOUSAND SEVEN HUNDRED SIXTY TWO <sup>4</sup>/<sub>100</sub>*

34 LUMP SUM BID PRICE \$ 612,762.00

35

*See ATTACHMENT FOR  
BID CLARIFICATION  
( WDH )*

Item	Lump Sum \$
Installation of Previously Purchased Equipment (cooling tower, heat exchangers, pumps)	\$ <del>585,262.00</del>
Standpipes, piping, fittings and valves	\$ <del>585,262.00</del>
Equipment foundations	\$ <i>NO BID</i>
Sump cover	\$ <i>NO BID</i>
Instrumentation	\$ <i>7500.00</i>
Demolition of <del>existing radiators</del> , surge tank, and misc. piping	\$ <i>20,000.00</i>
Miscellaneous	\$ <i>- N/A -</i>

36 Unit Prices have been computed in accordance with Paragraph 11.03B. of the General Conditions.

37

38

39 BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual

40 quantities determined as provided in the Contract Documents.

41

1 **6. Time of Completion**

2  
3 BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance  
4 with Paragraph 14.07B. of the General Conditions on or before the dates or within the number of calendar  
5 days indicated in the AGREEMENT. *SEE ATTACHMENT FOR TIMEFRAME (WPH)*

6  
7 BIDDER accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to  
8 complete the Work within the times specified in the AGREEMENT.

9  
10 **7. Attached To This Bid**

11  
12 The following documents are attached to and made a condition of this Bid:

- 13  
14 a. Required Bid Security in the form of 5% Bid Bond.
- 15  
16 a. A tabulation of subcontractors, suppliers and other persons and organizations required  
17 to be identified in this Bid.  
18 b. Required BIDDER's Qualification Statement with supporting data.

19  
20 **8. Major Equipment Items**

21  
22 In connection with major items of equipment to be installed in this Project, BIDDER expressly agrees to  
23 the following provisions:

- 24  
25 a. That the installed price of the equipment includes the cost (if any) of changes in the structure,  
26 buildings, piping, wiring, accessories, etc., necessary to accommodate the particular equipment  
27 proposed.

28  
29 **9. Other Requirements**

30  
31 Reference information for five (5) similar projects completed since January 1, 2006. Include location,  
32 description of work, contact name, and telephone number for reference.

33  
34 **10. Address for Communications**

35  
36 Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

37  
38 MIDSTATES ERECTORS, INC 5910 SKYLARK LANE  
39  
40 LINCOLN NE 68516 BILL HILGER

41  
42 **11. Defined Terms**

43  
44 Terms used in this Bid which are defined in the General Conditions or INSTRUCTIONS TO BIDDERS  
45 will have the meanings indicated in the General Conditions or INSTRUCTIONS TO BIDDERS.

46  
47 **12. Bid Submittal**

48  
49 This Bid is submitted on MAY 27, 2011 by the entity named below.

50

1 If BIDDER is:  
2  
3 An Individual  
4  
5 By \_\_\_\_\_ (SEAL)  
6 (Individual's name)  
7  
8 doing business as \_\_\_\_\_  
9  
10 Business address: \_\_\_\_\_  
11  
12 A Partnership  
13  
14 By \_\_\_\_\_ (SEAL)  
15 (Firm name)  
16 \_\_\_\_\_  
17 (General partner)  
18 Business address: \_\_\_\_\_  
19  
20 A Corporation  
21  
22 By MIDSTATES ERECTORS TNC (SEAL)  
23 (Corporation name)  
24  
25 NEBRASKA  
26 (State of incorporation)  
27  
28 By William D. Helger (SEAL)  
29 (Name of person authorized to sign)  
30  
31 PRESIDENT  
32 (Title)  
33  
34  
35 (Corporate Seal)  
36  
37 Attest Shirley W. Helger  
38 (Secretary)  
39  
40 Business address: m.dstates Erectors, Inc  
41  
42 5910 Skyhawk Lane Lincoln, Ne 68516  
43

1  
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18

A Joint Venture

By \_\_\_\_\_ (SEAL)

(Name)

\_\_\_\_\_

(Address)

By \_\_\_\_\_ (SEAL)

(Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

NOTE: Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

**END OF SECTION**

# Midstates Erectors, Inc.

5910 SKYLARK LANE  
LINCOLN, NEBRASKA 68516

PHONE 402-488-2035  
FAX 402-489-7370

May 27, 2011

City of Wayne, NE Cooling Tower Improvements Installation

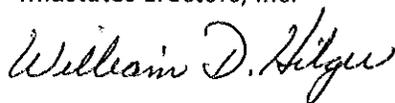
Clarifications/Exceptions of Bid presented by Midstates Erectors, Inc.

1. No concrete pricing is included for tower piers, sump cover and heat exchanger pad, and soil test due to the time frame when notified that bidding was taking place and the quality contractors contacted were not able to submit bid due to existing workload.
2. Bill Hilger of Midstates met with Gene Hansen at the power plant to search for other quality concrete contractors acceptable by Gene. It was discussed to move forward with the bid and seek a qualified concrete contractor after the bid letting and present later as a possible separate contract.
3. No electrical is included.
4. No permits are included as these are normally by the city if any are required.
5. CONTRACT TIME: It is anticipated that the project will not start till sometime in July 2011 thus the anticipated completion of this project is Spring of 2012 due to weather and workload.
6. Midstates takes exception to any liquidated damages if applicable to this project.
7. The radiators will be removed by the city at a later date as discussed with Gene Hansen.

Submitted by

William D. Hilger , President

Midstates Erectors, Inc.



# Midstates Erectors, Inc.

5910 SKYLARK LANE  
LINCOLN, NEBRASKA 68516

PHONE 402-488-2035  
FAX 402-489-7370

May 27, 2011

City of Wayne, Ne Cooling Tower Improvements Installation

Bid Qualifications.

Midstates Erectors, Inc. a mechanical contracting firm has been in business since 1970 servicing Municipal Power Plants across the country.

Similar Cooling systems improvements completed.

Madison, Nebraska Municipal Power Plant

Burwell, Nebraska Municipal Power Plant

Franklin, Nebraska Municipal Power Plant

Deshler, Nebraska Municipal Power Plant

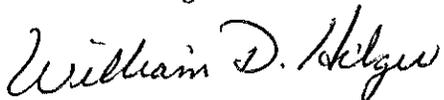
Wayne, Nebraska Municipal Power Plant

Nebraska City, Nebraska Municipal Power Plant

More references if requested can be provided.

Midstates Erectors, Inc.

William D. Hilger



**From:** Gene Hansen  
**To:** Betty A McGuire  
**Date:** 06/01/2011 1:43 PM  
**Subject:** Fwd: HDR Engineering Fees  
**Attachments:** HDR-Wayne\_Agreement.pdf

Will this suffice ?  
Gene

>>> "Ferguson, Matt" <Matt.Ferguson@hdrinc.com> 5/16/2011 1:10 PM >>>

Dear Lowell,

As you are aware, HDR is performing engineering services related to the new cooling tower at the power plant. Our contract is on a time-and-materials basis. When we spoke several weeks ago, I indicated that we would be requesting additional fees, and I would send a justification email to you. We have completed the installation package design work, and those bidding documents have been transmitted to Gene Hansen.

The current purchase order from the City has a \$50,000 limit. At the time that the work was started, this was the estimated fee for the Task 100 – Design Engineering activities. Our actual design costs are higher than the \$50,000 amount, and I request that the purchase order be increased for additional design services. I request that this amount be increased by \$15,000. Any unused fees here can be applied to Task 200. Some of the reasons for the additional costs include remobilizing the design team after the project was put on hold, incorporation of the ARRA bidding requirements, and soil conditions encountered in the geotechnical report.

Also, the initial proposal did not include any allowance for Task 200 – Construction Period Services. These services would include shop drawing review, answering contractor/bidder questions, and responding to field orders. This work will be done on an on-call basis, but I suggest allowing \$5,000 for this work.

Please contact me via phone (402-399-4934) or email with any questions.

For your reference, I have attached a copy of the agreement.

Best Regards,  
Matt

**Matt Ferguson, P.E.**  
Power and Energy Section Manager  
Vice President  
**HDR ONE COMPANY | *Many Solutions***  
8404 Indian Hills Drive | Omaha, NE | 68114-4098  
Phone: 402.399.4934 | Fax: 402.399.4918  
Cell: 402.301.4298  
Email: matt.ferguson@hdrinc.com

**RESOLUTION NO. 2011-37**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON  
THE PURCHASE OF AN AERIAL LADDER FIRE TRUCK.**

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

That the bid for the procurement of an Aerial Ladder Fire Truck for the Fire  
Department, as submitted by the following bidder/vendor, is the lowest, responsive and  
best bid/price received as follows:

<u>Name and Address</u>	<u>Amount of Base Bid</u>
Smeal Fire Apparatus Snyder, Nebraska	\$566,010.00

BE IT RESOLVED that the bid, as above set forth, filed with the City Clerk in  
accordance with the terms of the published notice calling for the proposal of an Aerial  
Ladder Fire Truck for the Fire Department be, and the same is hereby accepted.

BE IT FURTHER RESOLVED that documents by and between the City and the  
bidder/vendor necessary to order and procure the said truck be executed within fifteen  
(15) days of the Notice of Award.

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2011.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Bid Tabulation Sheet for Aerial Ladder Truck**

COMPANY	Amount
Smeal Fire Apparatus Co.	\$566,010.00
Rosenbauer Firefighting Technology	\$638,317.00
FireFox Rescue Equipment, Inc.	\$640,214.00



610 WEST 4TH ST. - P.O. BOX 8  
SHYDER, NEBRASKA 68664

smeal.com  
(402) 568-2224

**WE BUILD RESPECT.**

# PROPOSAL

(General)

Date: 05/27/11

TO: City of Wayne Fire Department of Wayne, NE

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of award of bid, the following apparatus and equipment:

1-Smeal 75' Aerial, as per Smeal specifications	\$378,241.00
1-2012 Spartan Metro Star Custom chassis, as per chassis specifications	\$187,769.00
<b>TOTAL</b>	<b>\$566,010.00</b>

**ADD: If downpayment in the amount of the chassis (\$187,769.00) is not paid in full at time of chassis arrival of the factory in Snyder, NE. \$ 5,633.00**

For the sum of:

Dollars \$ \_\_\_\_\_

All of which are to be built in accordance with the Smeal proposed specifications attached, and which are made a part of this proposal agreement, to deliver same **270-330** calendar days after date of receipt and approval of all submitted documents affiliated with order placement with Smeal Fire Apparatus Co., properly executed, subject to all causes beyond our control.

Trips, Meetings, Payment Terms, Etc...

**FOB: Delivery at Snyder, NE.**

**TERMS: To be paid in full at the time of final inspection in Snyder, NE.**

**Pre-construction meeting to be held at the factory in Snyder, NE.**

**Final inspection, acceptance and operating instructions to be held at the factory in Snyder, NE.**

The amount named in this proposal shall remain firm for a period of **30** days from the date of same. All state and local taxes are included above figure. Any and all additional applicable taxes are to be paid by customer upon registration and licensing of vehicle. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance may delay delivery. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards) such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s)

This Proposal Document, in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Proposal Document will be the date it is signed and accepted by the Seller.

Performance Bond NOT required.

Performance Bond Required - Performance Bond (Surety Bond) will cover standard one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

All checks must be made payable to Smeal Fire Apparatus Co. only and delivered to Seller at its offices in Snyder, Nebraska. Under no circumstances shall payment be made to a dealer or any one else as Seller's agent. Smeal Fire Apparatus Co. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Official ownership documents shall remain property of the seller until the purchase price is paid in full. Upon receipt of payment, ownership documents shall be forwarded to purchaser.

Respectfully submitted,  
SMEAL FIRE APPARATUS CO.



Mark A. Kreikemeier-Vice President Sales

Danko Emergency Equipment-Dealer

Date: 05 / 27 / 2011

We agree to accept the above proposal:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



To: CITY OF WAYNE, NEBRASKA  
 OFFICE OF THE CITY CLERK  
 306 PEARL STREET  
 WAYNE, NE 68787

DATE: 5/27/2011

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Wayne, Nebraska, hereinafter called the BUYER and an officer of Central States Fire Apparatus, LLC, a division of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

<b>ROSENBAUER AERIAL APPARATUS BODY MANUFACTURED BY CENTRAL STATES FIRE APPARATUS, LLC AND SPECIFIED EQUIPMENT</b>	<b>\$260,923.00</b>
<b>SPARTAN METRO STAR CHASSIS</b>	<b>\$193,244.00</b>
<b>ROSENBAUER 78' VIPER AERIAL</b>	<b><u>\$184,150.00</u></b>
<b>TOTAL ...</b>	<b>\$638,317.00*</b>

**SIX HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED SEVENTEEN DOLLARS**

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

**DELIVERY:** The estimated delivery time for the completed apparatus, is to be made 365 days after receipt of and approval of this contract duly executed, (chassis must arrive within 150 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

**PAYMENT TERMS:** Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

**MISCELLANEOUS PROVISIONS:** This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

**\*NOTE: IF CHASSIS IS PAID FOR UPON ARRIVAL AT PLANT IN LYONS, SD, DEDUCT \$ 7,432.00.**

**\*NOTE: IF AERIAL IS PAID FOR UPON ARRIVAL AT PLANT IN LYONS, SD, DEDUCT \$ 3,610.00.**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Central Division  
 100 Third Street  
 Lyons, SD 57041  
 Phone: (605) 543-5591  
 Fax: (605) 543-5593  
 E-mail: sales@rosenbaueramerica.com

General Division  
 5181 260th Street  
 P.O. Box 549  
 Wyoming, MN 55092  
 Phone: (651) 462-1000  
 Fax: (651) 462-1700  
 E-mail: sales@rosenbaueramerica.com

R.K. Aerials  
 870 South Broad Street  
 Fremont, NE 68025  
 Phone: (402) 721-7622  
 (402) 721-7622  
 E-mail: sales@rosenbaueramerica.com

www.rosenbaueramerica.com

READY TO SERVE



Respectfully submitted,

**DEALER:** CENTRAL STATES FIRE APPARATUS LLC / HEIMAN INC.

**SALES REP:**   
GRANT AASEN

**BUYER:**

We accept the above proposal and enter into contract with signature below.

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

**CENTRAL STATES FIRE APPARATUS, LLC**

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Central Division  
100 Third Street  
Lyons, SD 57041  
Phone: (605) 543-5591  
Fax: (605) 543-5593  
E-mail: sales@  
rosenbaueramerica.com

General Division  
5181 260th Street  
P.O. Box 549  
Wyoming, MN 55092  
Phone: (651) 462-1000  
Fax: (651) 462-1700  
E-mail: sales@  
rosenbaueramerica.com

R.K. Aerials  
870 South Broad Street  
Fremont, NE 68025  
Phone: (402) 721-7622  
(402) 721-7622  
E-mail: sales@  
rosenbaueramerica.com

www.rosenbaueramerica.com

READY TO SERVE

# FireFox Rescue Equipment, Inc.

---

5/25/2011

Wayne Fire Department

Dear Chief,

Thank you for the opportunity to bid on your new truck. Enclosed is a specification for a award winning **KME 79' Aerial** with an **2.5 load factor** and a all aluminum body on a **KME Custom** chassis. KME is a wholly owned family company with no debt and a credit rating that is the highest possible.

I have worked to meet the intent of the specifications that have been provided to me to the best of my ability. The price in this bid is based on the specifications supplied from KME.

FireFox Rescue Equipment bid price for this fire apparatus with two factory trips:

<b>Price per each (1) KME</b>	<b>Total Cost</b>
<b>100% Prepay</b>	<b>\$623,146</b>
<b>90% Prepay</b>	<b>\$624,853</b>
<b>75% Prepay</b>	<b>\$627,414</b>
<b>50% Prepay</b>	<b>\$631,682</b>
<b>25% Prepay</b>	<b>\$635,951</b>
<b>No Pre-Payment</b>	<b>\$640,214</b>

Pre-Pay Discounts come with a performance bond for the amount of pre-payment

The build time of **270 days** starts on signing of order to KME. KME and FireFox Rescue Equipment are not responsible for component delays in any shape or form (i.e. strikes, corporate bankruptcy, plant closures, plant production line shutdowns, retooling, model year changes, acts of God, national emergencies, etc.).

Service is available from York, NE by mobile repair and a full shop for all types of repairs.

Thank you again for opportunity to bid. Please feel free to contact me anytime.



**Brad Dusenbery**  
FireFox Rescue Equipment

**RESOLUTION NO. 2011-38**

**A RESOLUTION AMENDING RESOLUTION NO. 2011-3 APPROVING THE APPLICATION FOR ZONING USE BY EXCEPTION PERMIT TO ALLOW FOR A DENTAL CLINIC 617 PEARL STREET, BY LEGALLY DESCRIBING THE PROPERTY AS “THE EAST 63’ OF THE NORTH 78’ OF CRAWFORD & BROWN’S OUTLOT 2 TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA; AND THE WEST 87’ OF THE NORTH 78’ OF CRAWFORD & BROWN’S OUTLOT TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.”**

WHEREAS, the Planning Commission considered an application for a zoning use by exception permit submitted by Dr. Rob Burrows to allow him to construct a dental clinic at 617 Pearl Street, legally described as the East 63’ of the North 78’ of Crawford & Brown’s Outlot 2 to the City of Wayne, Wayne County, Nebraska; and the West 87’ of the North 78’ of Crawford & Brown’s Outlot 2 to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, the Planning Commission, subsequent to a public hearing held January 3, 2011, recommended approval of the use by exception permit request for Section 90-205(7) Dental Clinic for Dr. Rob Burrows to allow him to construct a dental clinic at 617 Pearl Street, with the condition that a six foot privacy fence be located on the south side of the property, and subject to the following “Findings of Fact”:

- Staff’s recommendation; and
- Consistency with the Comprehensive Plan and the current and future land use maps; and

WHEREAS, the City Council considered the aforesaid application to allow for a dental clinic in an R-1 Residential Zoning District (617 Pearl Street) subsequent to a public hearing held January 18, 2011, with the additional condition that low luminary lighting be installed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Council accepts the recommendation of the Planning Commission and approves the application, subject to the above-stated conditions and “Findings of Fact.”

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2011.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2011-39**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA, AS FOLLOWS:

Section 1. That the Mayor and City Council will meet as a Board of Equalization at or about 5:30 p.m. on the 21<sup>st</sup> day of June, 2011, in the Council Chambers at the City Hall in Wayne, Nebraska, for the purpose of considering a \$10,000 credit to the assessment schedule already levied in Public Utility Water Service District No. 2009-01 (Muhs Acres Water Main Extension Project).

Section 2. That the notice of said meeting and hearing in the form submitted to this meeting and attached hereto be published in the Wayne Herald on the following dates:

June 9, 2011  
June 16, 2011

Section 3. That the City Clerk be and hereby is instructed to mail a copy of said Notice to all known resident and non-resident owners of property in said Public Utility Water Service District No. 2009-01, and to any other party appearing to have a direct interest in such action or proceedings; and

Section 4. That at said time and place, the Mayor and City Council of said City will sit as a Board of Equalization and will pass a resolution amending the said special assessments as provided by law.

PASSED AND APPAROVED this 7<sup>th</sup> day of June, 2011.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

**RESOLUTION NO. 2011-40**

**A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES**

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

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

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2011.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## 2011 SCHEDULE OF FEES

Utility Deposits	2011	
Electric	\$	125.00
Water	\$	50.00
Sewer	\$	50.00
Reconnect Fees	\$	50.00
Overtime Rate	\$	75.00
<b>Bad Checks</b>	\$	30.00
<b>Dog License</b>	\$	6.00
<b>Fingerprints</b>	\$	20.00
<b>Vendor's Permit</b>	\$	25.00
<b>Vehicle Storage (Per Day Outside)</b>	\$	10.00
<b>(Per Day Inside)</b>	\$	25.00
<b>Impounded Vehicle</b>	\$	150.00
<b>Parking Fines:</b>		
Paid within first five days	\$	15.00
Paid between 6-15 days	\$	30.00
Paid after 15 days	\$	45.00
<b>Police Reports</b>		\$5.00 up to 6 pgs
<b>Copies</b>	\$	0.25
Color	\$	1.00
CAD Maps (24" wide)	\$	15.00
CAD Maps (36" wide)	\$	25.00
<b>Faxes (per page)</b>	\$	2.00
International Faxes (per page)	\$	6.00
<b>Clearing Snow and Ice (Min. 1 hr)</b>	\$	75.00
<b>Mowing (Min. 1 hr)</b>	\$	90.00
<b>Route Vendor</b>	\$	100.00
<b>Water/Sewer Hook-ups</b>		
Residential	\$	250.00
Commercial	\$	500.00



## 2011 SCHEDULE OF FEES

### Activity Center

Family	\$	268.49
Adult Married Couple	\$	207.46
Single Adult	\$	152.55
Senior Married Couple	\$	99.72
Single Senior	\$	74.77

College		
Year	\$	104.69
9-months	\$	86.66
Semester	\$	61.50
College Married Couple	\$	166.15
High School (Grades 9-12)	\$	88.39
Middle School (Grades 5-8)	\$	71.27
Elementary School (Grades K-4)	\$	55.00

Punch Card (10 visits)	\$	31.95
Punch Card (5 visits)	\$	21.30

### CORPORATE RATES

Family		
6 - 25 Members	\$	246.46
26+	\$	235.28

Adult Couple		
6 - 25 Members	\$	192.22
26+	\$	186.63

Adult Single		
6 - 25 Members	\$	141.18
26+	\$	132.79

<b>Excavation Permit</b>	\$	25.00
Annual Fee	\$	250.00

<b>Moving Permit</b>	\$	<del>200.00</del>
<b>Primary Structure</b>	\$	<b>100.00</b>
<b>Accessory Structure</b>	\$	<b>50.00</b>

### Razing Permits

Residential & Commercial	\$	60.00
Accessory Structures (includes garages)	\$	20.00

# 2011 SCHEDULE OF FEES

## Plan Review Fee (non-refundable)

1. Inspections outside of normal business hours; \$35 plus \$25/hour after first hour and expenses at actual cost.
2. Reinspections fees assessed under the provisions of Sec. 305(g), \$35 plus \$25/hour after first hour and expenses at actual cost.
3. Inspections for which no fee is specifically indicated; \$35 plus \$25/hour after first hour and expenses at actual cost.
4. Additional plan review required by changes, additions, or revisions to approve plans; \$35 plus \$25/hour after first hour and expenses at actual cost.
5. Inspections for Property Maintenance Code - \$35 plus \$25/hour after first hour and expenses at actual cost.

## Sidewalk

\$25 plus Bond

## Property Maintenance Fees

Initial Code Complaint Inspection; \$35 plus \$25/ hour after first hour and expenses at actual cost			
Final Inspection to Verify Compliance	\$	-	
Failure to Meet 1st Notice Compliance Deadline	\$	300.00	
Failure to Meet 2nd Notice Compliance Deadline	\$	300.00	

## Driveway/Apron Cons. Permit

\$ 35.00

## Zoning Regulation

Amendment Text	\$	100.00
Amendment District/Map	\$	200.00

## Variance Application (Board of Adjustment)

\$ 200.00

## Conditional Use Application

Ag and Residential Dist.	\$	200.00
All Other Districts	\$	200.00

## Subdivision

Preliminary Plat	\$250 + \$5 /lot
Final	\$150 + \$1.50/lot
Variance	\$ 150.00

## Lot Split/Admin. Subdivision

\$ 175.00

## Meter Testing

Residential	\$	15.00
Non-Residential	\$	25.00

## Specially Req. Bldg Inspect.

\$ 30.00

## Garbage Haulers

Class A Permit	\$	400.00
Class B Permit	\$	30.00

## 2011 SCHEDULE OF FEES

### Special Designated Liquor Permits

(For Those without Catering License)

\$ 40.00

### Plumber Permits

New \$ 100.00

Renewal \$ 50.00

### Electrician Permits

New \$ 100.00

Renewal \$ 50.00

### Pawnbroker Permit

\$ 50.00

## Mutual Finance Organization Affidavit

State of Nebraska    )  
                              ) SS  
                              )

The undersigned affiant, upon being first duly sworn, does hereby depose and state:

1. I am the duly elected \_\_\_\_\_ of the  
Tri-County County Mutual Finance Organization.
2. The inter local agreement that established the Tri-County County Mutual Finance Organization, entered into on June 29, 2010, is still accurate and in effect.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Affiant

Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 11.

\_\_\_\_\_  
Notary Public

[seal]

COMMUNITY DEVELOPMENT AGENCY  
MINUTES OF MARCH 15, 2011

Councilmember Ley made a motion and seconded by Councilmember Van Delden to recess as Council and convene as the Community Development Agency. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Brian Frevert, Jim Van Delden, Ken Chamberlain, Doug Sturm, Kaki Ley, and Kathy Berry; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Dale Alexander and Jill Brodersen.

Chair Haase 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.

The next item on the agenda was to consider action on the request from Lou Benscoter to release the lien on Lot 6, Western Ridge Subdivision.

Member Sturm made a motion and seconded by Member Chamberlain approving the request of Lou Benscoter to release the lien on Lot 6, Western Ridge Subdivision. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the CDA agenda was to approve the minutes of the March 1, 2011, meeting.

Member Chamberlain made a motion and seconded by Member Ley approving the minutes of the March 1, 2011, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Member Chamberlain made a motion and seconded by Member Sturm to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

**Wayne Public Library Board of Trustees  
Tuesday, April 5, 2011 / 5 p.m., Conference Room**

**Minutes**

The meeting was called to order at 5 PM.

Present: Dennis Lipp, Betty Heier, Maureen Kingston, Mollie Spieker. Also, Luran Lofgren (Library Director) and visitor Dr. Laura Dendinger from WSC.

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 Library/Senior Center Conference Room.

Both the minutes from the last meeting and the treasurer's report were approved as written.

DIRECTOR'S REPORT 50% of year

Statistics	FEB11	MAR11	MAR10	% of Previous Year Total
Circulation	4089	5124	4329	48
Patrons	4525	4696	4641	46
Meeting Room	9	4	30	29
Reference ?s	214	260	249	53
Computer ?s	207	172	292	39
Phone Calls	420	461	457	49
OPACS	280	277	206	61
CD-ROMs	?	?	?	?
Internet	923	1072	1079	43
New Patron Cards	34	32	27	43
Items Added	160	155	137	47
Items Deleted	35	105	511	27

- Meetings Attended
  - LKL, JOsnes, RMcLean, LKruckenberg and AJohnson attended a webinar on Time Management for government employees
  - LKL attended a webinar on Overdrive
  - JOsnes attended chamber coffee sponsored by United Way as the library representative
  - RMcLean and LKruckenberg attended the Paraprofessional spring meeting in Norfolk
  - JOsnes attended the Summer Reading Workshop in Columbus
  - LKL attended the OneConsortium quarterly meeting
  - LKL presented at a Rotary meeting
  - LKL met with Sarah Claussen of the Department of Public Health to visit on ways to collaborate
- Staff projects and concerns
  - Notification was received March 31 that the entire grant of \$1000 was received to help sponsor two library interns this summer

- o JOSnes made a presentation to the senior center on history of the Mardi Gras
- o Mardi Gras was held at the library – lots of beads, snacks, crafts
- o Late in the month the software update was received for the children’s computers, so we should have numbers for next month’s report
- o New chairs have been received for the computer lab
- o The mobile lab cart has been received
- o The electric screen for the senior center has been received and installed – just in time for April’s Expand Your Horizon sessions
- o LKL, JOSnes, and RMcLean have submitted a program proposal for the 2011 Nebraska Library Association fall conference
- o LKL attended chamber coffee at the senior center
- o We are still waiting for the computers (coming from China – delayed by the Japan earthquake) and the ADA desk
- o JOSnes visited the elementary school as The Cat in the Hat for Read Across America day in cooperation with Claudia Koeber

#### OLD BUSINESS

- Discussion on Library Vision Statement--This item will be delayed until there is 100% attendance of the board.

#### NEW BUSINESS

- Discussion of 2011-2012 budget--Our goal for the next budget year is to keep the budget as low as possible while addressing concerns about payroll and inflation of books and supplies.
- Library Survey--The board discussed questions proposed by Dr. Dendinger's students. The students will revise a few of the questions per the board's recommendations, then we'll revisit this topic in the fall. It was decided that over the summer, the board needs to focus on a few specific areas and then tailor the survey to those areas of concern. L. Lofgren will explore the possibility of focus groups.

The meeting adjourned at 6 PM.

Respectfully submitted,  
Mollie Spieker