

(Amended: 11/16/15)

**AGENDA  
CITY COUNCIL MEETING  
November 17, 2015**

1. [Approval of Minutes – November 3, 2015](#)

2. [Approval of Claims](#)

The City Council will be hearing public comments on the following agenda items: 5, 7, 9, 14, 19 and 20.

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

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

3. [Action on Wayne Volunteer Fire Department Application for Membership of Brett Santin — Phil Monahan, Fire Chief](#)

4. [Presentation by CHS Trucking Company of \\$5,200 worth of equipment in appreciation of the Wayne Volunteer Fire Department's Hazardous Material Team's response to their truck spill by Wisner](#)

**Background:** Last winter, the Wayne Fire Department was called for assistance by the Wisner Fire Department to respond to a truck accident that CHS was involved in that involved a hazardous spill at the site. We submitted an invoice to CHS for Wayne Fire Department services, and they preferred to make a donation of equipment in lieu of paying our invoice. I referred CHS to Phil Monahan to determine what equipment would be useful.

5. **\*Public Hearing:** [Application for a Class CK Liquor License – Ken Jorgensen – The Jug Store, LLC, d/b/a “The Jug Store” at 1005 E. 7<sup>th</sup> Street \(Advertised Time: 5:30 p.m.\)](#)

6. [Resolution 2015-95: Approving Application for Class CK Liquor License — Ken Jorgensen – The Jug Store, LLC, d/b/a “The Jug Store” at 1005 E. 7<sup>th</sup> Street](#)

7. [\\*Ordinance 2015-44: Amending Wayne Municipal Code Section 78-134 Relating to Parking Time Limits of 15 Minutes, 30 Minutes, and 1 Hour \(one-hour parking from alley on E. 2<sup>nd</sup> Street east to Logan Street\) Third and Final Reading](#)

8. [Resolution 2015-96: Accepting Bid and Awarding Contract on the purchase of a new 51' Articulated Telescopic Aerial Lift Truck](#)

**Background:** We received two bid options for the articulated telescopic aerial lift and three bid options for the truck cab and chassis. This equipment will replace the 1978

aerial lift mounted on our 1986 truck chassis. This purchase is budgeted for this year. The specifications and quotes received are in this packet.

**Recommendation:** The recommendation of Tim Sutton, Electric Line Supervisor, and Lowell Johnson, City Administrator, is to accept the low bid for the Dura Lift Aerial Lift and the low bid for the Ford cab and chassis.

9. [\\*Resolution 2015-97: Accepting Proposal and Awarding Contract on the 2016 Property and Casualty Insurance Policy](#)

**Background:** The market for coverage of a city the size of Wayne that owns a power plant as large as ours is very limited. We retained the firm of Charlesworth & Associates to review our current city and utility coverage, suggest changes as needed to clarify or change coverage, and then bid out that coverage for 2016. City Clerk Betty McGuire was the point person for the City. Betty and EMC, our current insurer, spent a lot of time in close analysis with the Charlesworth firm to finalize the bid specs and to help clarify some areas of our current coverage. Three firms were actually able to respond to the bid specifications, but only two offered insurance coverage proposals for 2016.

**Recommendation:** The recommendation of Charlesworth & Associates, the consultant, is to accept the low bid for coverage from Northeast Nebraska Insurance Agency providing coverage through EMC.

10. [Action on Change Order No. 2 on the “Grainland Road Water & Sanitary Sewer Extension Project” in the amount of \\$1,100 \(8” paving vs 7” paving\) — Robert Woehler & Sons Construction, Inc.](#)

**Background:** This is a correction in the design to reconstruct the street, where we ran the new sewer line, at the same thickness as the rest of the street. This work was authorized by City staff during the paving and is complete.

**Recommendation:** The recommendation is to approve the correction in the design specs.

11. [Action on Change Order No. 3 on the “Grainland Road Water & Sanitary Sewer Extension Project” to extend the substantial completion date from 11/1/15 to 11/30/15 — Robert Woehler & Sons Construction, Inc.](#)

**Background:** This project was started at a later date because of conflicts with weather and concurrent city projects the contractor had in Wayne, and because, until fall, there were no lots sold in this subdivision. In October, the City Council extended the completion date to November 1<sup>st</sup>. A copy of Change Order No. 3 is in the packet requesting the extension and contains the contractor’s reasons for the request. Weather is the primary reason stated that is specific to the project. The project engineer has not made a recommendation regarding this Change Order.

12. [Resolution 2015-98: Approving Supplemental Amendment No. 1 to the Agreement for the “Logan Valley Drive Water & Sewer Extension Project” \(increase from \\$4,000 to \\$8,000\)](#)

**Background:** We began this utility extension project, but added a water main at the request of the owner of the subdivision. This adds the design work for the water main to the Engineer's agreement.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, is to approve the additional fees for services.

13. [Resolution 2015-99: Accepting Bid and Awarding Contract on the "Logan Valley Drive Water & Sewer Extension Project" — Penro Construction - \\$105,097.70](#)

**Background:** We received 3 bids for the work on this project. The low bidder proposed an additional 30 days to complete the work. Copies of the bids received are in this packet.

**Recommendation:** The recommendation of ACES, the project engineer, and Lowell Johnson, City Administrator, is to accept the low bid from Penro.

14. [\\*Resolution 2015-100: Establishing Water and Sewer Hook-Up Fees for the Logan Valley Drive Water & Sewer Extension Project](#)

**Background:** This project is being built outside the city limits and with no utility extension district created to assess the costs to the benefiting lots. The language of the Resolution states this project is being done at the cost of the City water and sewer utilities for the future benefit of the City, and that the costs are to be reimbursed to the City utilities over time through hookup fees.

**Recommendation:** The recommendation of Betty McGuire, City Clerk, and Lowell Johnson, City Administrator, is to approve the Resolution to facilitate the reimbursement of costs to the City.

15. [Resolution 2015-101: Approving Joint Defense and Common Interest Agreement between the City of Wayne, Northeast Nebraska Public Power District, the City of South Sioux City, and the City of Wakefield to add the City of Valentine regarding the rate dispute with Nebraska Public Power District.](#)

16. [Action on Change Order No. 2 for the "2016 Wayne Aquatic Center Project" – Request for an increase of \\$359.00 for locating underground electrical conflicts – Christiansen Construction Company](#)

**Background:** This is for project work already completed that was recommended by the Engineer and authorized by City staff. A copy of the Change Order is included in the packet.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, is to approve the Change Order.

17. [Action on Change Order No. 3 for the "2016 Wayne Aquatic Center Project" – Request for an increase of \\$1,169.00 – Christiansen Construction Company](#)

**Background:** This is to add anchors in the concrete floor of the zero depth area so that handrails can be installed in the future for less ambulatory people to use to balance with as they enter the water.

**Recommendation:** The recommendation of Joel Hansen, Building Official, and Lowell Johnson, City Administrator, is to approve the Change Order.

18. Action on Contractor's Application for Payment No. 2-Final in the amount of \$84,150.00 for the "2015 Water Storage Tank Rehabilitation Project" – Champion Coatings, Inc.

**Background:** This is for work completed according to the contract and that has been approved by the Project Engineer.

19. \*Action authorizing staff to advertise for sale the 1995 Mighty Giant Tub Grinder

**Background:** This was authorized last year by the City Council, but the offer received was considered insufficient. I'd like to try this again by advertising on-line and use the money received to replace our old wood chipper that has no safety equipment on it with a new large volume wood chipper that produces a higher quality chip for the public and has metering rollers and safety shields to prevent arms from getting jerked in.

20. \*Action to appoint Tanner DeBoer (High School Student) to the Comprehensive Plan Steering Committee

21. Adjourn

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

**MINUTES  
CITY COUNCIL MEETING  
November 3, 2015**

The Wayne City Council met in regular session at City Hall on Tuesday, November 3, 2015, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Cale Giese.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 22, 2015, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of October 20, 2015, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMAZON.COM, SU, 590.86; AMERICAN RED CROSS, RE, 19.62; AMERITAS, SE, 2321.16; AMY K. MILLER, SE, 5416.67; APPEARA, SE, 109.77; AS CENTRAL SERVICES, SE, 448.00; B & D DIAMOND PRO, SU, 1720.00; BARCO MUN PRODUCTS, SU, 229.51; CITY EMPLOYEE, RE, 58.43; BLACK HILLS, SE, 289.06; BLACKBURN MANUFACTURING, SU, 660.06; BLUE CROSS BLUE SHIELD, SE, 31074.72; BOMGAARS, SU, 609.22; CITY EMPLOYEE, RE, 121.40; CITY EMPLOYEE, RE, 150.00; CENTURYLINK, SE, 414.97; CITY OF WAYNE, RE, 300.00; CITY OF WAYNE, RE, 350.00; CITY OF WAYNE, RE, 144.90; CITY OF WAYNE, PY, 64282.99; CITY OF WAYNE, RE, 50.00; COMMUNITY HEALTH, RE, 4.00; CPO, FE, 150.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 116.96; DEMCO, SU, 270.65; CITY EMPLOYEE, RE, 271.60; ECHO GROUP, SU, 118.13; FASTENAL, SU, 94.30; FIRE CATT, SE, 1916.90; FLOOR MAINTENANCE, SU, 73.59; GEMPLER'S, SU, 95.60; GERHOLD CONCRETE, SU, 270.00; GROSSENBURG IMPLEMENT, SU, 129.40; CITY EMPLOYEE, RE, 727.20; HEIMAN, SU, 58.85; HOLIDAY INN-DOWNTOWN, SE, 947.55; HOMETOWN LEASING, SE, 412.86; ICMA, SE, 6406.43; IRS, TX, 23358.82; JENSEN

CONSTRUCTION, SE, 7800.00; JEO CONSULTING GROUP, SE, 13468.50; JON WREN, RE, 500.00; CITY EMPLOYEE, RE, 4868.76; CITY EMPLOYEE, RE, 367.79; KRIZ-DAVIS, SU, 58.85; L.G. EVERIST, SU, 1195.40; CITY EMPLOYEE, RE, 10.26; LIBRARY IDEAS, SU, 1543.00; LIFETIME PRODUCTS, SU, 1230.00; LIVING HERE, SU, 17.00; LOVE SIGNS, SU, 175.24; MARK ALBENESIUS, SE, 65155.00; MARRIOTT HOTELS, SE, 822.98; NE DEPT OF REVENUE, TX, 3295.21; NE LIBRARY COMMISSION, FE, 800.00; NE PUBLIC HEALTH, SE, 2363.00; NORFOLK GM AUTO CENTER, SU, 2124.60; NNPPD, SE, 5820.00; OAKSTONE PUBLICATIONS, SU, 138.60; PEERLESS WIPING CLOTH CO, SU, 240.00; SANDRA ATKINS, SE, 325.00; SKARSHAUG TESTING LAB, SE, 145.51; SOCIETY FOR HUMAN, FE, 190.00; STADIUM SPORTING GOODS, SU, 144.00; STATE NEBRASKA BANK, RE, 8725.00; STATE NEBRASKA BANK, RE, 100.00; THOMPSON INFORMATION, SU, 536.99; THREE RIVERS LIBRARY SYSTEM, FE, 5.00; CITY OF WAYNE, RE, 150.00; TYLER TECHNOLOGIES, SE, 200.00; UNITED WAY, RE, 6.00; US BANK, SU, 3542.24; UTILITIES SECTION, FE, 645.00; VAKOC BUILDER'S RESOURCE, SU, 126.76; VIAERO, SE, 243.22; WAED, RE, 7216.66; WAYNE COMMUNITY HOUSING, RE, 4247.38; WAYNE COUNTY COURT, RE, 7650.00; WAYNE HERALD, SU, 96.00; WESCO, SE, 235.40; WISNER WEST, SU, 200.92; ADVANCED CONSULTING, SE, 250.00; AMERICAN BROADBAND, SE, 2516.22; APPEARA, SE, 128.23; CITY EMPLOYEE, RE, 163.07; CARHART LUMBER CO, SU, 225.08; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 350.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, RE, 200.00; CITY OF WAYNE, RE, 263.53; DAVE & JEANETTE SWANSON, RE, 500.00; DAVE'S DRY CLEANING, SE, 111.00; EASYPERMIT POSTAGE, SU, 826.90; FIREMAN'S ASSOCIATION, SE, 5000.00; FIRST CONCORD GROUP, RE, 4477.95; FIRST SOURCE TITLE&ESCROW, SE, 100.00; FLOOR MAINTENANCE, SU, 106.65; FRANK SHEDA, SE, 266.25; CITY EMPLOYEE, RE, 648.23; GODFATHERS, SU, 144.00; GILL HAULING, SE, 170.50; GROSSENBURG IMPLEMENT, SU, 15.85; HTM SALES, SU, 681.05; JASON CAROLLO, SE, 110.00; JEO CONSULTING GROUP, SE, 18887.50; KRIZ-DAVIS, SU, 5154.94; MAEDC, FE, 300.00; MAXIMUM SOLUTIONS, SU, 12960.00; MCLAURY ENGINEERING, SE, 100.00; NNPPD, SE, 615.26; O'KEEFE ELEVATOR, SE, 2432.35; OLSSON ASSOCIATES, SE, 5411.00; PLUNKETT'S PEST CONTROL, SE, 90.00; PROVIDENCE MEDICAL CENTER, SE, 10000.00; QUALITY FOODS, SU, 19.25; S & S WILLERS, SU, 307.49; SIOUXLAND TURF PRODUCTS, SU, 1925.00; SOLOMON CORP, SU, 108.73; STAPLES ADVANTAGE, SU, 66.27; STATE NEBRASKA BANK, RE, 99.42; STATE TREASURER OF NE, RE, 640.20; STRATTON, DELAY, DOELE, SE, 958.50; T & S TRUCKING, SE, 425.04; WASTE CONNECTIONS, SE, 140.80; WAYNE AUTO PARTS, SU, 921.64; WESCO, SU, 145.52; WAPA, SE, 21228.39

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

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items

to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing. In addition, he advised the public that the Council would take public comments on agenda items 4.

Wes Blecke, Director of Wayne Area Economic Development (WAED), was present and advised the Council that the LB840 Sales Tax Advisory Committee met to review and make a recommendation on an LB840 request by WAED for a \$5,000 grant for administration of the WAED Program Fund. WAED is requesting funds to help cover the costs associated with its role in administering the WAED program, which includes reviewing the program with potential applicants, attending committee meetings, attending Council meetings for both requests and semi-annual reports, as well as preparing reports. It was noted that this request has been reduced to \$5,000 since Wayne County increased its contribution to WAED by \$5,000.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving the recommendation of the LB840 Sales Tax Advisory Committee for a \$5,000 grant to Wayne Area Economic Development for its role in administering the Wayne Economic Development Program Fund. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-44, and moved for approval of the second reading thereof; Councilmember Greve seconded.

#### ORDINANCE NO. 2015-44

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 15 MINUTES, 30 MINUTES, AND 1 HOUR; LOCATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Administrator Johnson stated he still had some questions regarding the low bid received on the City Hall replacement roof project, and asked Council to postpone action on the Resolution that would award the contract until the next Council meeting.

JEO Consulting Group, Inc. presented Application for Payment No. 3 for the “2015 Wastewater Treatment Facility Improvement Project” for \$146,199.12 to Eriksen Construction. They have found the work to date completed in accordance with the plans and specifications, and recommended approval of the same. However, they did advise that the contractor is slightly behind in getting the necessary payroll information to them, so they recommended holding payment until the payroll is current. They will advise the City Clerk when it is up to date.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, approving Application for Payment No. 3 for \$149,199.12 to Eriksen Construction for the “2015 Wastewater Treatment Facility Improvement Project,” pending receipt of the payroll information. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

JEO Consulting Group, Inc., presented Application for Payment No. 4 for the “2016 Wayne Aquatic Center Project” for \$175,746.94 to Christiansen Construction Co., LLC. They have found the work to date completed in accordance with the plans and specifications and recommended approval of the same.

Administrator Johnson advised the Council that this project is not on schedule. The contractor has estimates ranging from being 14-30 days behind. He will email to Council an update on the project.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, approving Application for Payment No. 4 for \$175,746.94 to Christiansen Construction Co., LLC, for the “2016 Wayne Aquatic Center Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Advanced Consulting Engineering Services presented Contractor's Application for Payment No. 1 for the "Grainland Road Water & Sewer Extension Project" for \$99,912.12 to Robert Woehler & Sons Construction, Inc. They have found the work to date completed in accordance with the plans and specifications and recommended approval of the same.

This project is also not on schedule. Administrator Johnson will email the Council an update on this project, too.

Councilmember Muir made a motion, which was seconded by Councilmember Brodersen, approving Contractor's Application for Payment No. 1 for \$99,912.12 to Robert Woehler & Sons Construction, Inc., for the "Grainland Road Water & Sewer Extension Project." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Administrator Johnson stated the original Nebraska Community Energy Alliance (NCEA) Interlocal Agreement had nine cities as members. That Agreement requires the unanimous approval of every member in order to make any amendment or update to the Agreement. There are now 22 member cities across Nebraska in this alliance. NCEA board members representing the cities want to make some changes to improve their procedures so that whenever they want to make a change they do not have to have it on the agenda of every member's governing body.

This amended agreement amends the original Interlocal Agreement to:

1. Allow a vote of the NCEA board members representing the cities to amend the Interlocal Agreement at a board meeting; and
2. Establish an executive committee to conduct some of the routine business of the NCEA board when a quorum of the total board is not present.

Councilmember Muir made a motion, which was seconded by Councilmember Brodersen, approving the Interlocal Agreement with the Nebraska Community Energy Alliance. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Administrator Johnson stated that after the completion of all of the CDBG (CIS) projects, the Clearance and Demolition line item was under budget by \$4,335, and the Public Facilities line item was over budget by \$39,000. If approved, this budget amendment would reallocate the leftover funds from the demolition project to the storm shelter project.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, approving the budget amendment request for Community Development Block Grant #13-CIS-106 for CDBG Fund Allocations. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried and the meeting adjourned at 5:49 p.m.

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CLAIMS LISTING NOVEMBER 17, 2017

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,437.73
AMY K. MILLER	ATTORNEY FEE-NPPD RATE HEARING	675.00
APPEARA	MAT SERVICE	109.77
BAKER & TAYLOR BOOKS	BOOKS	922.96
BARONE SECURITY SYSTEMS	ANNUAL FIRE INSPECTION	81.96
CITY EMPLOYEE	HEALTH REIMBURSEMENT	374.34
BSN SPORTS, INC	GYM MAT TAPE	67.44
CAPSTONE PRESS, INC	BOOKS	183.41
CERTIFIED TESTING SERVICE	WWTP-BIOSOLIDS	3,724.00
CHARLES RUTENBECK	ENERGY INCENTIVE	500.00
CHARTWELLS	SENIOR CITIZEN MEALS	6,345.90
CHRISTIANSEN CONSTRUCTION	AQUATIC CENTER	175,746.94
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	250.00
CITY OF WAYNE	PAYROLL	65,595.20
CITY OF WAYNE	UTILITY REFUND	199.96
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	103.82
COUNTRY NURSERY INC	LANDSCAPE FABRIC-WELCOME SIGN	250.00
DUTTON-LAINSON COMPANY	ELECTRIC METERS/ARRESTERS	1,308.02
ECHO GROUP INC JESCO	BULBS	1,477.88
ERIKSEN CONSTRUCTION CO	WWTP BIOSOLIDS	146,199.12
FOURTH GENERATION FAMILY	TIF PRINCIPAL & INTEREST	12,021.02
CITY EMPLOYEE	HEALTH REIMBURSEMENT	410.24
GALE GROUP	BOOK	27.19
GROSSENBURG IMPLEMENT INC	EYE BOLTS/NUTS/LOCKING SPRING	69.64
CITY EMPLOYEE	HEALTH REIMBURSEMENT	284.80
HIRERIGHT SOLUTIONS INC	PREEMPLOYMENT TESTING	40.00
HOLIDAY INN OF KEARNEY	LODGING-BREITKREUTZ/SCHROEDER	363.80
ICMA RETIREMENT	ICMA RETIREMENT	6,581.96
INGRAM BOOK COMPANY	BOOKS	86.89
IRS	FEDERAL WITHHOLDING	23,942.75
JOHN'S WELDING AND TOOL	WELCOME SIGN PARTS/BRACKETS/GATE	604.70
K & S DOOR CO, INC.	ADJUST DOOR LIMITS	75.75
CITY EMPLOYEE	HEALTH REIMBURSEMENT	368.02
KELLY SUPPLY COMPANY	BREAKER KIT	11.15
KRIZ-DAVIS COMPANY	ELECTRICAL MOUNTING DEVICES/CONNECTORS	783.62
KTCH AM/FM RADIO	RADIO ADS	85.00
LUTT OIL	GASOLINE	4,900.96
MAIN STREET AUTO CARE	TOWING	100.00
MAJOR REFRIGERATION CO	AUDITORIUM COOLER REPAIR	755.55
MARCO INC	COPIER LEASE	126.36
MES-MIDAM	BOOTS	683.86
MIDWEST LABORATORIES, INC	BOD TESTING	87.00
MIDWEST TAPE LLC	AUDIO BOOK	34.99

N.E. NEB ECONOMIC DEV DIS	CIS GRANT	825.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	67.10
NE DEPT OF REVENUE	STATE WITHHOLDING	3,408.71
NE LAW ENFORCEMENT	TELECOMMUNICATOR COURSE	110.00
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	18.54
NHHS	REVIEW FEE	121.06
NORFOLK DAILY NEWS	POLICE DEPT ADS	228.48
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	98.15
PAC N SAVE	SUPPLIES	177.86
PAM VANDER VEEN	WII CONSOLE-CAC AFTERSCHOOL ROOM	100.00
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	303.75
CITY EMPLOYEE	HEALTH REIMBURSEMENT	30.20
POLLARD PUMPING	PORT A POTTY-BOYSCOUT PARK	140.00
QUALITY 1 GRAPHICS	NATURAL GAS PICK UP	16,000.00
ROBERT WOehler & SONS	GRAINLAND RD	99,912.12
ROSE EQUIPMENT INC.	TAR	5,519.27
SPARKLING KLEAN	JANITORIAL SERVICES	3,030.73
SHOPKO	COFFEE/FOIL/CHAULK	37.24
STAPLES ADVANTAGE	OFFICE SUPPLIES	532.88
STATE NEBRASKA BANK	ACH FEE	59.12
TYLER TECHNOLOGIES	VERSION X TRAINING	2,625.00
USA BLUE BOOK	BATTERIES	150.30
VERIZON WIRELESS SERVICES	CELL PHONE	132.17
WAYNE AREA ECONOMIC DEVEL	LB 840 MARKETING	5,000.00
WAYNE COUNTY CLERK	FILING FEES	108.00
WAYNE EAST-PRIME STOP	LIGHTING EFFICIENCY	675.00
WAYNE HERALD	ADS AND NOTICES	1,353.08
WAYNE VETERINARY CLINIC	DOG & CAT IMPOUNDS	434.00
WESCO DISTRIBUTION INC	FUSES/CURRENT TRANSFORMERS	1,235.85
WINGATE INN	LODGING	659.70
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	69.98

**WAYNE VOLUNTEER FIRE DEPARTMENT**  
And Rural Fire District No. 2  
510 Tomar Drive, Wayne, NE 68787

**APPLICATION FOR MEMBERSHIP**

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Brett Michael Santin Address 111 Main St - Doran Resident.  
499 Elk Creek Rd. Palmer, NE 68864  
Phone Number 308-750-9119 Social Security # 508-35-0166  
Driver's License Number and Issuing State No. H13458207 Nebraska  
Employer Andy Bose Occupation Farmer  
How long have you been employed by your present employer? 2 weeks  
Previous Employer and Address N/A

Have you previously been a member of a Fire Department? NO  
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. \_\_\_\_\_

Do you have any physical ailments or disabilities that could affect your performance on the department?  
No.

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes
- Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Brett Santin Date 9/27/15

.....  
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Brett Santin Date 9/27/15

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

Secretary's Signature Corey Moller Date 11-3-15  
Thomas R. Schmitz

Chief's Signature Phillip M. ... Date 11-3-2015

.....  
Council approved on \_\_\_\_\_ certified by City Clerk \_\_\_\_\_

.....  
For record purposes only: Date of Birth 02-14-1996 revised August 4, 2015

**RESOLUTION NO. 2015-95**

WHEREAS, The Jug Store, LLC, d/b/a "The Jug Store," made application to the Nebraska Liquor Control Commission for a Retail Class CK Liquor License at 1005 E. 7<sup>th</sup> Street, Wayne, Wayne County, Nebraska; and

WHEREAS, said application has been forwarded to the City of Wayne for public hearing and recommendation by the City Council; and

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on November 5, 2015; and

WHEREAS, a hearing was held on November 17, 2015, and all persons desiring to present evidence for or against said application were heard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the application of the license aforementioned be recommended for approval to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

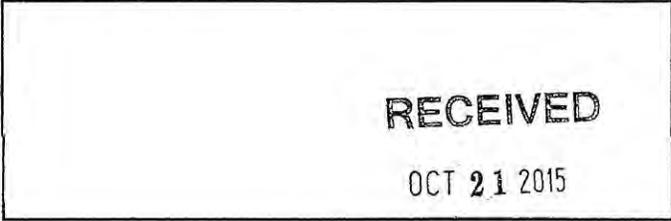
By \_\_\_\_\_  
Mayor

ATTEST:

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

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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.nebraska.gov/



**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

- RETAIL LICENSE(S)** Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
  - B BEER, OFF SALE ONLY
  - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
  - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
  - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
  - AB BEER, ON AND OFF SALE
  - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
  - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name Kate M. Jorgensen Phone number: (402) 375-2080  
Firm Name Jorgensen Law Office

**PREMISES INFORMATION**

Trade Name (doing business as) The Jug Store

Street Address #1 1005 E. 7th St.

Street Address #2 \_\_\_\_\_

City Wayne County Wayne Zip Code 68787

Premises Telephone number \_\_\_\_\_

Business e-mail address Kenjorgensen@hotmail.com

Is this location inside the city/village corporate limits: YES X NO \_\_\_\_\_

Mailing address (where you want to receive mail from the Commission)

Name The Jug Store

Street Address #1 1005 E. 7th St.

Street Address #2 \_\_\_\_\_

City Wayne State NE Zip Code 68787

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

\*\*For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 60 x width 40 in feet  
Is there a basement? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet  
Is there an outdoor area? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

*See attached sheet*

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NEBRASKA LIQUOR  
CONTROL COMMISSION

**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

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.nebraska.gov

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Hot List: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	New/Replacing #
Class Type <u>CK</u>	115422 Initial <u>RS</u>

Applicant name KEN JORGENSEN  
Trade name THE JUG STORE  
Previous trade name THE 4TH JUG - THE MAX  
Contact email address Kenjorgensen@hotmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Office use only PAYMENT TYPE <u>CR 1101</u> AMOUNT: <u>\$500</u> Received: <u>mm</u>	 1500023926
-----------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------

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1. \_\_\_\_\_ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. \_\_\_\_\_ Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport).
3. \_\_\_\_\_ Enclose the appropriate application forms;
  - Individual License (requires insert form 1)
  - Partnership License (requires insert form 2)
  - Corporate License (requires insert form 3a & 3c)
  - Limited Liability Company (LLC) (requires form 3b & 3c)
4. \_\_\_\_\_ If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. \_\_\_\_\_ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. \_\_\_\_\_ If buying the business of a current liquor license holder:
  - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
  - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
  - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. \_\_\_\_\_ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (form 125).
8. \_\_\_\_\_ Enclose a list of any inventory or property owned by other parties that are on the premises.
9. \_\_\_\_\_ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>
10. \_\_\_\_\_ Corporation or Limited Liability Company (LLC) must enclose a copy of <sup>cert</sup>articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
11. \_\_\_\_\_ Submit a copy of your business plan.

**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

\_\_\_\_\_  
Signature

10/16/15  
Date

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NEBRASKA LIQUOR  
CONTROL COMMISSION





5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) Bank First, City of Wayne, NE NE Business Development  
Wayne, NE

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES  NO

If yes, explain. (all involved persons must be disclosed on application)

**No silent partners**

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES  NO

If yes, list such item(s) and the owner.

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

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9. Is anyone listed on this application a law enforcement officer?

OCT 21 2015

YES  NO

NEBRASKA LIQUOR CONTROL COMMISSION

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Bank First, Wayne, NE - Ken Jorgensen

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

*past* Ken Jorgensen d/b/a 4th Jug 8/77 - 5/94, 102 Main St. Wayne NE  
(number unknown)  
*past* Ken Jorgensen d/b/a The Max 8/92 - 2/03 109 Main St. Wayne NE  
(number unknown)  
Ken Jorgensen d/b/a The Max 6/07 - present 109 Main St. Wayne NE  
#CK076898

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Ken Jorgensen	9/2012	Alcohol Server Training (cannot find certificate)
		Brau Mitchell

For list of NLCC certified training programs see: [www.lcc.ne.gov/traininginfo.html](http://www.lcc.ne.gov/traininginfo.html)

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date \_\_\_\_\_  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? \_\_\_\_\_

15. What will be the main nature of business? off sale beer & liquor

16. What are the anticipated hours of operation? \_\_\_\_\_

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE			
APPLICANT: CITY & STATE	YEAR FROM	YEAR TO	SPOUSE: CITY & STATE
Ken Jorgensen Wayne NE	1977	present	

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If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures <http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>

  
\_\_\_\_\_  
Signature of Applicant  
  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Spouse  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Applicant  
  
\_\_\_\_\_  
Print Name

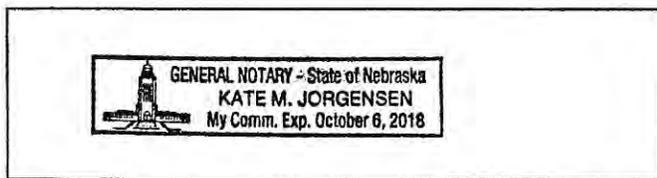
\_\_\_\_\_  
Signature of Spouse  
  
\_\_\_\_\_  
Print Name

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OCT 21 2015  
  
NEBRASKA LIQUOR  
CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska  
County of Wayne  
16th day of October, 2015 by  
date  
  
Notary Public signature

The foregoing instrument was acknowledged before me this  
Kate M. Jorgensen  
name of person(s) acknowledged (individual(s) signing)



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b

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.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use  
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CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Ken Jorgensen

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

The Jug Store, LLC 010185083

LLC Address: 1005 E. 7th St.

City: Wayne State: NE Zip Code: 68787

LLC Phone Number: (402) 369-0966 LLC Fax Number \_\_\_\_\_

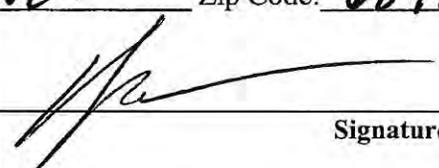
Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Jorgensen First Name: Ken MI: L

Home Address: 411 Sherman St. City: Wayne

State: NE Zip Code: 68787 Home Phone Number: (402) 369-0966



Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska  
County of Wayne

The foregoing instrument was acknowledged before me this

11th day October, 2015

by Kate M. Jorgensen  
name of person acknowledged

Date  
Kate M. Jorgensen

Affix Seal  


List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Jorgensen First Name: Ken MI: M

Social Security Number: \_\_\_\_\_ Date of Birth: 8-12-52

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 100%

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

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NEBRASKA LIQUOR  
CONTROL COMMISSION

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

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CONTROL COMMISSION

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

**MANAGER APPLICATION  
INSERT - FORM 3c**

Office Use

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.nebraska.gov

**MUST BE:**

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.**
- ✓ **21 years of age or older**

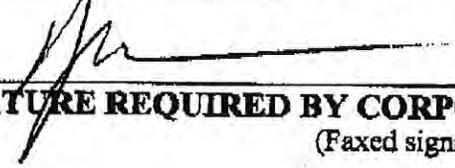
**Corporation/LLC Information:**

Name of Corporation/LLC: The Jug Store, LLC

**Premise Information:**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)  
Premise Trade Name/DBA: The Jug Store  
Premise Street Address: 1005 E. 7th St.  
City: Wayne County: NE Zip Code: 68787  
Premise Phone Number: (do not have one yet)  
Email address: kenjorgensen@hotmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.  
[http://www.lcc.ne.gov/license\\_search/licsearch.cgi](http://www.lcc.ne.gov/license_search/licsearch.cgi)

  
**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)

Manager information must be completed below. PLEASE PRINT CLEARLY.

Last Name: Jorgensen First Name: Ken MI: L  
 Home Address (include PO Box if applicable): 411 Sherman St.  
 City: Wayne County: Wayne Zip Code: 68787  
 Home Phone Number: (402) 369-0966 Business Phone Number: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_  
 Date Of Birth: 8.12.52 Place Of Birth: Wayne, NE  
 Email address: Kenjorgensen@hotmail.com

YES  NO

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_  
 Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

LIST ALL OF YOUR PREVIOUS RESIDENCES FOR THE PAST TEN (10) YEARS.  
 (Include spouse's address if different from yours.)

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

**MANAGER AND EMPLOYERS**

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	present	Ken Jorgensen	self	(402) 369-0966
2003	2007	Affiliated Foods	(dont remember)	

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Ken Jorgensen	6/1987	Blair, NE	DUI	2 days jail
	8/1985	Wayne, NE	DUI	loss lic. 10 days

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

IF YES, list the name of the premise(s):  
Ken Jug and The Max (Wayne, NE)

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Ken Jorgensen	2/2012	Alcohol Server Training (Bruc Kitchen)

\*For list of NLCC Certified Training Programs see [www.lcc.ne.gov/traininginfo.html](http://www.lcc.ne.gov/traininginfo.html)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Ken Jorgensen/ owner/manager	8/97 - 5/94	Ken Jorg
Ken Jorgensen/ owner/manager	8/92 - 2/03 4/07 - present	The Max

5. Have you enclosed Form 147 regarding fingerprints?

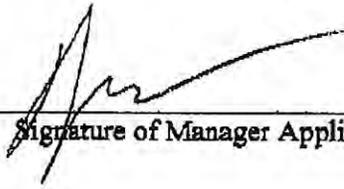
YES     NO    - already sent

**STATE OF NEBRASKA AFFIDAVIT OF NON PARTICIPATION**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

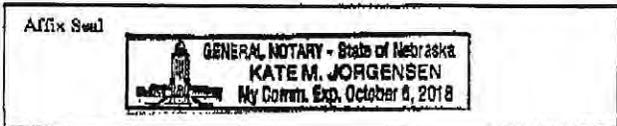
  
\_\_\_\_\_  
Signature of Manager Applicant

\_\_\_\_\_  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Wayne The foregoing instrument was acknowledged before me this  
October 27, 2015 by Ken Jorgensen  
date name of person acknowledged

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



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**ORDINANCE NO. 2015-44**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 15 MINUTES, 30 MINUTES, AND 1 HOUR; LOCATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

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

**78-134 Parking time limits of 15 minutes, 30 minutes, and 1 hour; location**

- (a) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than 1 hour upon the following locations:
  - 1. The west side of Pearl Street from 140 feet 8 inches south of the centerline of West 3<sup>rd</sup> Street to 200 feet 8 inches south of the centerline of West 3<sup>rd</sup> Street.
  - 2. The north side of East 2<sup>nd</sup> Street from ~~130 feet west of the centerline of the west side of the centerline~~ of Logan Street to 173 feet west of the centerline of Logan Street.
  - 3. The east side of Pearl Street from 74 feet north of the centerline of West 3<sup>rd</sup> Street to
  - 4. 134 feet north of the centerline of West 3<sup>rd</sup> Street.
  
- (b) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than 15 minutes upon the following locations:
  - 1. The west side of Pearl Street from 40 feet north of the centerline of West 3<sup>rd</sup> Street to 129 feet north of the centerline of West 3<sup>rd</sup> Street.
  
- (c) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

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

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

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2015-96**

**A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF A NEW 51' ARTICULATED TELESCOPIC AERIAL LIFT TRUCK.**

WHEREAS, the Electric Line Supervisor requested, as a budget priority, the replacement of the 1986 GMC Basket Truck; and

WHEREAS, the City Council, at their meeting on October 6, 2015, authorized the City Clerk to begin advertising for bids for the replacement of this basket truck; and

WHEREAS, purchases of major pieces of equipment shall be authorized by the City Council; and

WHEREAS, the lowest and responsible bids for a new 51' Articulated Telescopic Aerial Lift Truck were as follows:

**Articulated/Telescopic Aerial Lift:**

<b><u>Bidder</u></b>	<b><u>Amount</u></b>
Truck Equipment, Inc. Des Moines, IA	\$84,751.00

**Cab & Chassis:**

<b><u>Bidder</u></b>	<b><u>Amount</u></b>
Arnie's Ford Mercury Wayne, NE	\$44,388.00

WHEREAS, funds for this replacement vehicle are available in the Electric Distribution Department budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council that the Electric Line Supervisor is authorized to purchase the 51' Articulated Telescopic Aerial Lift Truck for the Electric Distribution Department on the basis of the bids received.

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

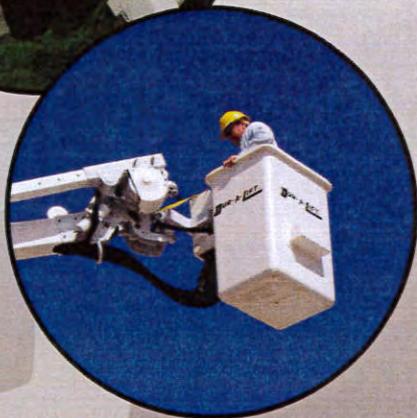
CITY OF WAYNE				
New 51' Articulated Telescopic Aerial Lift Truck				
BIDDER NAME		Aerial Lift	Cab & Chassis	
Truck Equipment, Inc.	\$	84,751.00	\$ 45,645.00	
Arnie's Ford Mercury	\$	-	\$ 44,388.00	
Custom Truck & Equipment	\$	87,522.00	\$ 46,127.00	

# DUR-A-LIFT®

## DPM 47

### LARGE THINGS, DO COME IN SMALL PACKAGES.

Conveniently positioned controls will allow the operator to be more effective when maneuvering their materials



180° Basket rotation available.



DPM model offers options for double person baskets in our DU and DP series.



Convenient compartment access from the basket improves efficiency by eliminating the need to exit and re-enter the basket when additional tools are needed.



-35° Boom angle gives the operator the flexibility of ground level basket access for overall ease of use.

## UP TO 52' WORKING HEIGHT



sales@dur-a-lift.com  
www.dur-a-lift.com

Dur-A-Lift Inc, P.O. Box 31, George, Iowa 51237  
(877) 4-DURALIFT (877) 438-7254 | Fax: (712) 475-2809

TO BETTY MCGUIRE, CITY CLERK

CITY OF WAYNE, NEBRASKA

The TRUCK EQUIPMENT INC Company of Iowa, state affirm that we have read the specifications and conditions pertaining to an articulated/telescopic aerial lift for the City of Wayne, Nebraska.

We propose to offer to the City of Wayne Nebraska one (1) Dur A LIFT, Model DPM-47DU, Articulated/Telescopic Aerial Lift Truck with service body for the sum of EIGHTY FOUR THOUSAND SEVEN HUNDRED FIFTY ONE (\$ 84,751.00), which is considered the base bid and included all the items called for in the specifications, unless otherwise noted.

Delivery Date

Proposed delivery date: 120-180 DAYS

Exceptions, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO BETTY MCGUIRE, CITY CLERK

CITY OF WAYNE, NEBRASKA

The TRUCK EQUIPMENT INC Company of IOWA, state affirm that we have read the specifications and conditions pertaining to a four wheel drive chassis for the City of Wayne, Nebraska.

We propose to offer to the City of Wayne Nebraska one (1) FORD, Model F-550, 19,500# regular cab 4x4 chassis for the sum of Forty Five Thousand Six Hundred Forty-Five, (\$ 45,645.<sup>00</sup>), which is considered the base bid and included all the items called for in the specifications, unless otherwise noted.

Delivery Date

Proposed delivery date: 120-180 DAYS

Exceptions, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO BETTY MCGUIRE, CITY CLERK

CITY OF WAYNE, NEBRASKA

The Annie's Ford Company of Wayne, NE, state affirm that we have read the specifications and conditions pertaining to a four wheel drive chassis for the City of Wayne, Nebraska.

We propose to offer to the City of Wayne Nebraska one (1) Ford, Model F550, 19,500# regular cab 4x4 chassis for the sum of Forty Four Thousand Three Hundred Eighty Eight (\$ 44,388 ), which is considered the base bid and included all the items called for in the specifications, unless otherwise noted.

Delivery Date

Proposed delivery date: (8-12) weeks approx.

Exceptions, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO BETTY MCGUIRE, CITY CLERK

CITY OF WAYNE, NEBRASKA

The Custom Truck and Equip Company of Missouri, state affirm that we have read the specifications and conditions pertaining to an articulated/telescopic aerial lift for the City of Wayne, Nebraska.

We propose to offer to the City of Wayne Nebraska one (1) Versalift, Model V5T47I, Articulated/Telescopic Aerial Lift Truck with service body for the sum of Eighty seven thousand five hundred twenty two dollars.<sup>00</sup>, (\$87,522.<sup>00</sup>), which is considered the base bid and included all the items called for in the specifications, unless otherwise noted.

Delivery Date

Proposed delivery date: 180-210 Days

Exceptions, if any: Please see as noted on Bid Request.

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TO BETTY MCGUIRE, CITY CLERK

CITY OF WAYNE, NEBRASKA

The Custom Truck and Equip. Company of Missouri, state affirm that we have read the specifications and conditions pertaining to a four wheel drive chassis for the City of Wayne, Nebraska.

We propose to offer to the City of Wayne Nebraska one (1) Ford, Model F550, 19,500# regular cab 4x4 chassis for the sum of Forty six thousand One hundred twenty seven dollars (\$ 46,127.00), which is considered the base bid and included all the items called for in the specifications, unless otherwise noted.

Delivery Date

Proposed delivery date: 180-210 Days

Exceptions, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. 2015-97**

**A RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT ON THE 2016 PROPERTY AND CASUALTY INSURANCE POLICY PACKAGE.**

WHEREAS, the City, through the firm of Charlesworth & Associates, LC, (Charlesworth) sought Requests for Proposals on the City's property and casualty insurance package for 2016; and

WHEREAS, Charlesworth received two proposals from Northeast Nebraska Insurance Agency, and after review of both proposals, Charlesworth is recommending that the proposal of Employers Mutual Casualty (EMC) be accepted for the amount of \$265,956.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal of EMC, as provided by Northeast Nebraska Insurance Agency, and as recommended by Charlesworth, a copy of which is attached hereto and incorporated herein by reference, be accepted and the City Administrator and/or Mayor is authorized and directed to execute any documents as are necessary on behalf of the City.

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



**CHARLESWORTH & ASSOCIATES, LC**

Insurance Consulting & Risk Management

Bob Charlesworth, CPCU, ARM, ALCM, AIS  
James Charlesworth, ARM  
Connie Sargent, ARM  
Joan Dostal, CPCU  
Art Charlesworth, CPCU, CLU, ARM, *Founder Emeritus*

P.O. Box 23588  
Overland Park, KS 66283-0588  
913-851-4730  
Fax: 913-851-1993  
[www.charlesworth.net](http://www.charlesworth.net)

November 9, 2015

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

Re: **Property & Liability Insurance**  
**January 4, 2016 – January 4, 2017**

Dear Mr. Johnson:

The following is offered as an overview of the property and liability insurance marketing project. Our firm was retained by the City to assist in the preparation of proposal specifications, management of the underwriting process, reviewing the proposals and preparing a comprehensive spreadsheet comparing coverages, conditions and premiums.

**Background**

All commercial insurance agents within the 68787 zip code were invited to participate in a Request For Proposal (RFP) for the City's property, liability and workers' compensation insurance. In addition, the League Association of Risk Management (LARM) was also invited to submit a proposal.

Only the incumbent insurance agent, Northeast Nebraska Insurance Agency, and LARM expressed interest in participating. Other local agents did not feel they had the resources to effectively negotiate a competitive program, or administer the City's insurance services going forward. Although multiple agency participation was preferred, Northeast Nebraska Insurance Agency demonstrated that they had the resources and ability to pursue multiple insurance companies.

Both Northeast Nebraska Insurance Agency and LARM were provide the RFP which included an outline of the desired insurance program in additional to a detailed proposal format, including over 200 specific questions regarding their proposed coverages and conditions. All communication was managed by our office as participants were specifically instructed not to contact the City.

Proposals were due in our office by October 30, 2015. Northeast Nebraska Insurance Agency offered two proposals including the renewal from Employers Mutual Casualty (EMC) and an alternative from Berkshire Hathaway. LARM did not respond.

### **Analysis**

A comprehensive spreadsheet was developed and reviewed with staff regarding proposed insurance products. The following is an overview of the options presented.

#### Employers Mutual Casualty

Employers Mutual Casualty (EMC) is a fully insured product with no risk of assessment and an AM Best rating of A:XIII. The EMC program provides excellent coverages and conditions designed to respond to reasonably foreseeable events and exposures. EMC also has a workers' compensation dividend program based on company-wide loss experience. Although no dividends were issued in 2015, the spreadsheet highlights past dividends. In addition, EMC has offered both earthquake and cyber liability insurance which is not included in the current insurance program.

EMC has a long standing reputation as a leader in municipal insurance products and has proven to be a valuable partner. The total premium for the EMC program is \$265,956.

#### Berkshire Hathaway

Rated A++:XV by AM Best, Berkshire Hathaway enjoys the highest rating available. Their coverage terms and conditions are considered competitive and comprehensive. However, they were unable to secure boiler / mechanical breakdown coverage for the electric generating equipment. Although a stand-alone program for this risk may be available, the added premium will likely drive the total program cost above the EMC renewal.

It should be noted that Berkshire's Public Entity Manager hand delivered their proposal and showed great interest in the City, but understood the limitations of their program as it related to the electric generation risk.

### **Summary**

EMC has proposed a comprehensive risk transfer program with enhanced coverages and is a savings of over \$45,000 compared to the expiring premium. Northeast Nebraska Insurance Agency continues to provide excellent local insurance services and client advocacy.

Based on the information received, we would suggest the City Council give consideration to accepting the proposal offered by EMC / Northeast Nebraska Insurance Agency in the amount of \$265,956.

Respectfully,



James Charlesworth, ARM

JC/cs  
Encl.

CITY OF WAYNE, NEBRASKA  
**PROPERTY AND LIABILITY INSURANCE**  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY:  
 CARRIER:

<b>Northeast Nebraska Insurance Agency</b>	
<b>Employers Mutual Casualty (EMC) A : XIII</b>	<b>Berkshire Hathaway A++ : XV</b>

**PREMIUM SUMMARY -**

PROPERTY:	\$ 138,336	\$ 101,348	*
INLAND MARINE:	\$ 8,793	\$ 5,431	
GENERAL LIABILITY:	\$ 13,039	\$ 12,399	
EMPLOYEE BENEFIT LIABILITY:	Included	Included	
PUBLIC ENTITY MANAGEMENT LIABILITY:	\$ 4,349	\$ 3,475	
EMPLOYMENT PRACTICES LIABILITY:	Included	\$ 1,966	
LAW ENFORCEMENT LIABILITY:	\$ 2,851	\$ 2,756	
AUTOMOBILE:	\$ 14,307	\$ 28,332	
CRIME:	\$ 737	\$ 795	
UMBRELLA:	\$ 18,292	\$ 14,218	
WORKERS' COMPENSATION:	\$ 63,145	\$ 51,950	
CYBER LIABILITY:	\$ 2,107	Not Offered	
TERRORISM:	Included	\$ 2,968	
<b>TOTAL:</b>	<b>\$ 265,956</b>	<b>\$ 225,638</b>	*

\*Note: Excludes coverage for Equipment Breakdown involved in generation or distribution.

EXPIRING PREMIUM(w/endorsements):	\$ 311,469
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**COVERAGE OPTIONS:**

FLOOD:	Not Available	Not Available
STREET LIGHTS:	\$13,000	\$2,320

THIS "SPREADSHEET" IS OFFERED ONLY FOR THE PURPOSE OF OVERVIEWING THE PROPOSALS PRESENTED BY THE INSURANCE REPRESENTATIVES. REFERENCE TO THE ACTUAL INSURING AGREEMENTS SHOULD BE MADE FOR DETERMINING SPECIFIC COVERAGES, CONDITIONS AND EXCLUSIONS. THE PREMIUM SUMMARY DOES NOT REFERENCE OPTIONAL COVERAGES AND/OR LIMITS OF COVERAGE THAT MAY HAVE BEEN OFFERED.

**PROPERTY**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Oak River Insurance A++ : XV
LIMIT:	Power Plant -- \$35,163,900 Building & Contents All Other Property -- \$35,938,020 Blanket Building & Contents	Power Plant -- \$35,000,000 Buildings \$52,000 Contents All Other Property -- \$33,583,220 Blanket Buildings \$2,302,800 Blanket Contents
ANY LOCATIONS NOT INCLUDED IN BLANKET:	No	No
COINSURANCE:	N/A -- Agreed Amount	N/A -- Agreed Amount
INCL. PROPERTY IN THE OPEN:	Yes	Yes
INCL. OUTDOOR PROPERTY:	Yes	Yes
RISK OF DIRECT PHYSICAL LOSS:	Yes	Yes
REPLACEMENT COST:	Yes	Yes
90-DAY NON-RENEWAL:	No, 60 Days	Yes
INCLUDE PROPERTY OF OTHERS:	Yes	Yes, \$10,000 Limit
INCLUDE EMPLOYEE PERSONAL EFFECTS:	Yes	Yes, \$10,000 Limit
PROPERTY IN TRANSIT LIMIT:	Yes	Yes, \$5,000 Limit

CITY OF WAYNE, NEBRASKA  
**PROPERTY AND LIABILITY INSURANCE**  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY:  
 CARRIER:

<b>Northeast Nebraska Insurance Agency</b>		
<b>Employers Mutual Casualty (EMC) A : XIII</b>		<b>Berkshire Hathaway A++ : XV</b>

**PROPERTY (Continued)**

REBUILD AT OPTIONAL LOCATION IF TOTAL LOSS :	Yes	Yes
INCL. BUILDING ORDINANCE & LAW:	Demolishing of Undamaged -- Not Noted  Replacement of Undamaged -- Not Noted Incr. Cost of Construction -- Property Limit	Demolishing of Undamaged -- \$50,000 Replacement of Undamaged -- Replacement Cost Incr. Cost of Construction --\$50,000
INCL. NEWLY CONSTRUCTED / ACQUIRED LOCATIONS:	\$1,000,000 Building \$ 500,000 Contents 120 Days to Report	\$500,000 Building \$250,000 Contents 30 Days to Report
INCL. POLLUTION CLEANUP FROM AN INSURED LOCATION FROM A COVERED PERIL:	Yes, \$50,000 Limit	Yes, \$25,000 Limit
INCL. DEBRIS REMOVAL:	25% plus additional \$50,000	Yes, 25% of Loss
INCL. ARCHITECT & ENGINEERS FEES:	Yes, if authorized	Yes
FINE ARTS:	Yes, \$50,000 Limit	Yes, \$50,000 Limit
ACCOUNTS RECEIVABLE LIMIT:	\$200,000	\$100,000
SEWER & DRAINS BACKUP:	Yes	Yes, \$50,000 Limit
COVERAGE FOR TREES, SHRUBS, ETC.:	\$50,000 Limit / \$1,000 any one plant (Specified perils: fire, lightning, windstorm, explosion, riot or civil commotion, or aircraft.)	Yes, \$250 Per Item, \$25,000 Per Loss
DATA PROCESSING EQUIPMENT: INCLUDE DATA: INCLUDE MEDIA:	Yes, \$25,000 Limit Yes, \$25,000 Limit Yes(Limited Coverage)	Yes, \$100,000 Yes Yes
INCLUDE ON/OFF PREMISES POWER SURGE:	Yes	Standard Exclusion - Depends on location of failure & cause
VALUABLE PAPERS & RECORDS:	Yes, \$200,000 Limit	Yes, \$100,000 Per described premises
EQUIPMENT BREAKDOWN:	Yes Expediting Expenses Limit -- \$50,000 Pollution Clean - up Limit -- \$50,000 Water Damage Limit -- Not Noted	<b>Excluded</b>
BUSINESS INCOME/EXTRA EXPENSE:  ACTUAL LOSS SUSTAINED: INCL. ORDINARY PAYROLL: PERIOD OF INDEMNITY: EXTENDED PERIOD OF INDEMNITY:	\$500,000 Limit Yes Yes Not Noted Not Noted	Extra Expense Only --\$50,000 Per Premises / \$200,000 Per Occurrence N/A N/A N/A N/A
INCL. CONTINGENT BUSINESS INCOME:	Not Noted	Not Available
TERRORISM :	Included	\$2,968 Additional All Lines
DEDUCTIBLE:	\$50,000 Per Occurrence -- Power Plant \$1,000 Per Occurrence -- All Other	\$50,000 Per Occurrence -- Power Plant \$1,000 Per Occurrence -- All Other
<b>PROPERTY ANNUAL PREMIUM:</b>	<b>\$138,336</b>	<b>\$97,075</b>
<b>EARTHQUAKE:</b>	\$2,500,000 Per Occurrence/Aggregate	Per Schedule
DEDUCTIBLE:	10% of Building Value	5% of Building Value
ANNUAL PREMIUM:	Included	\$7,435
<b>OPTION -- CITY STREET LIGHTS:</b>	\$2,000,000 Limit (Windstorm Only)	\$2,000,000 Limit (Wind & Hail Only)
DEDUCTIBLE:	\$100,000 Per Occurrence	\$100,000 Per Occurrence
ANNUAL PREMIUM:	\$13,000 Additional	\$2,320 Additional
<b>OPTION -- FLOOD:</b>	Not Available	Not Available

CITY OF WAYNE, NEBRASKA  
**PROPERTY AND LIABILITY INSURANCE**  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY:	<b>Northeast Nebraska Insurance Agency</b>	
CARRIER:	<b>Employers Mutual Casualty (EMC) A : XIII</b>	<b>Berkshire Hathaway A++ : XV</b>

**INLAND MARINE**

VALUATION :	Actual Cash Value	Actual Cash Value
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**CONTRACTOR'S EQUIPMENT**

LIMITS:	\$1,064,204 Scheduled Equipment \$100,000 Unscheduled Equipment \$2,500 Unscheduled Max per Item \$25,000 Leased / Rented From Others	\$894,356 Scheduled Equipment \$100,000 Unscheduled -- Tools Only \$5,000 Unscheduled Max per Item (Tools) \$100,000 Leased / Rented From Others
COINSURANCE:	80%	100%
DEDUCTIBLE:	\$500 Per Occurrence	\$500 Per Occurrence
<b>CONT. EQUIPMENT PREMIUM:</b>	<b>\$8,541</b>	<b>\$4,230</b>

**MISCELLANEOUS PROPERTY**

LIMITS:	\$8,000 Printer (Boat Trailer, Christmas Items & Fire Department Equipment are included in Scheduled Equipment above)	\$750 Boat Trailer \$100,000 EDP \$12,500 Christmas Items \$8,000 Printer \$100,000 Fire Department
COINSURANCE:	80%	N/A
DEDUCTIBLE:	\$250 Per Occurrence	\$500 Per Occurrence
<b>MISC. PROPERTY PREMIUM:</b>	<b>\$202</b>	<b>\$1,201</b>

**GENERAL LIABILITY**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Oak River Insurance A++ : XV
COMMERCIAL GENERAL FORM:	Yes	GL2000
OCCURRENCE COVERAGE:	Yes	Yes
LIMITS -	\$1,000,000 Each Occurrence \$1,000,000 Personal / Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products / Comp. Ops. Aggregate \$100,000 Fire Damage Legal \$5,000 Medical Payments	\$1,000,000 Each Occurrence \$1,000,000 Personal / Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products / Comp. Ops. Aggregate \$100,000 Fire Damage Legal \$5,000 Medical Payments
DEDUCTIBLE:	\$1,000 Property Damage	\$1,000 Sewer Backup \$1,000 Failure to Supply \$250 Per Claim / \$2,500 Per Occurrence Drift Liability
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
INCL. SEXUAL ABUSE:	Yes	Yes
INCL. INDEPENDENT CONTRACTORS: (Vicarious liability of City)	Yes	Yes
SUPPLEMENTARY DEFENSE COSTS:	Yes	Yes
INCL. SPECIAL EVENTS:	Yes, with prior approval from carrier	Yes, subject to exclusions
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted

CITY OF WAYNE, NEBRASKA  
**PROPERTY AND LIABILITY INSURANCE**  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY:  
 CARRIER:

<b>Northeast Nebraska Insurance Agency</b>
<b>Employers Mutual Casualty (EMC) A : XIII      Berkshire Hathaway A++ : XV</b>

**GENERAL LIABILITY (Continued)**

INCL. PROFESSIONAL SERVICES FOR EMPLOYED PROFESSIONAL ENGINEERS AND ARCHITECTS:	Yes	Yes
INCLUDE EMT & PARAMEDIC PROFESSIONAL:	Yes	Yes
EXCLUDE LAW ENFORCEMENT:	Yes	Yes
EXCLUDE AIRPORT OPERATIONS:	Yes	Yes
INCLUDE LIABILITY ARISING FROM THE SPRAYING OF CHEMICALS:	Yes	Yes
INCL. SEWER BACKUP CLAIMS:	Yes	Yes
INCL. WATERCRAFT:	Yes	No, but coverage is available
INCL. HOST LIQUOR LIABILITY:	Yes	Not Noted
INCL. FAILURE TO SUPPLY:	No	No
PREMIUM SUBJECT TO AUDIT:	Yes	Yes
<b>G.L. ANNUAL PREMIUM:</b>	<b>\$13,039</b>	<b>\$12,399</b>

**EMPLOYEE BENEFIT LIABILITY**

COVERAGE FORM:	Claims Made (No Retro Date)	Claims Made (1/4/13 Retro Date)
LIMITS:	\$1,000,000 Each Claim \$2,000,000 Aggregate	\$1,000,000 Each Claim \$2,000,000 Aggregate
DEDUCTIBLE:	\$1,000 Per Claim	\$1,000 Per Claim
<b>E.B.L. ANNUAL PREMIUM:</b>	<b>Included in GL</b>	<b>Included in GL</b>

**PUBLIC ENTITY MANAGEMENT LIABILITY /  
 EMPLOYMENT PRACTICES LIABILITY**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Oak River Insurance A++ : XV
FORM:	Claims Made (1/4/1988 Retro Date)	Claims Made (1/4/2004 Retro Date)
LIMITS OF LIABILITY:	\$1,000,000 Each Wrongful Act \$2,000,000 Aggregate	\$1,000,000 Each Wrongful Act \$2,000,000 Aggregate
DEDUCTIBLE:	\$3,000 Each Claim	\$3,000 Each Wrongful Act
\$0 DEDUCTIBLE FOR EXPENSES:	No, Subject to Deductible	Yes (Exception --Shared expenses for claims involving non-monetary demands)
DEFENSE COST ARE SUPPLEMENTAL:	Yes	Yes
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCL. CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
PLAINTIFF FEES COVERED AS "DAMAGES" IF SO AWARDED:	Yes, within policy limits	Yes
INCLUDES AIRPORT ADVISORY BOARD:	No (Separate board, covered elsewhere)	No

CITY OF WAYNE, NEBRASKA  
PROPERTY AND LIABILITY INSURANCE  
JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY:

Northeast Nebraska Insurance Agency

CARRIER:

Employers Mutual Casualty (EMC) A : XIII      Berkshire Hathaway A++ : XV

**PUBLIC ENTITY MANAGEMENT LIABILITY /**

**EMPLOYMENT PRACTICES LIABILITY(Continued)**

INCLUDES COVERAGE FOR NON-MONETARY DEMANDS:	Yes, up to policy limits	Yes, Defense Only
INCL. CITY ATTORNEY:	Yes	Yes
INCL. EMPLOYMENT PRACTICES:	Yes	Yes
INCL. AUTHORIZED VOLUNTEERS:	Yes	Yes
INCLUDE ALL CITIZEN BOARDS:	Yes	No, subject to endorsement
INCLUDE EMPLOYED NOTARIES:	Yes	Yes
INCLUDE LAND USE, PLANNING AND ZONING CLAIMS:	Not Noted	Not Noted
INCLUDE WRONGFUL TERMINATION:	Yes	Yes
INCLUDE FAILURE TO PROMOTE & FAILURE TO HIRE:	Yes	Yes
INCL. EEOC/NEOC MEDIATION DEFENSE & SETTLEMENTS:	Yes	Yes
INCL. BACKWAGES & BENEFITS:	No	No
<b>ANNUAL PREMIUM:</b>	<b>\$4,349</b>	<b>\$3,475</b>

Option -- EMC 1-Year Extended Reporting @ 90% or \$3,914

**LAW ENFORCEMENT LIABILITY**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Oak River Insurance A++ : XV
FORM:	Occurrence	Occurrence
LIMITS OF LIABILITY:	\$1,000,000 Occurrence \$2,000,000 Aggregate	\$1,000,000 Occurrence \$2,000,000 Aggregate
DEDUCTIBLE:	\$2,500 Per Claim	\$2,500 Per Claim
\$0 DEDUCTIBLE FOR EXPENSES:	No, Subject to Deductible	Yes
SUPPLEMENTAL DEFENSE COSTS:	No, Cost of defense erodes limits	Yes
PLAINTIFF FEES COVERED AS "DAMAGES" IF SO AWARDED:	Yes	Yes
INCLUDE AUTHORIZED MOONLIGHTING:	Yes	Yes
INCL. DISCRIMINATION:	Yes	Yes
INCL. VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until finding of fact	Yes
INCL. ANIMAL CONTROL:	Yes	Yes, If function of Law Enforcement
"PAY ON BEHALF OF INSURED":	Yes	Yes
INCL. INTENTIONAL ACTS TO PROTECT LIFE AND/OR PROPERTY:	Yes	Yes
<b>ANNUAL PREMIUM:</b>	<b>\$2,851</b>	<b>\$2,756</b>

CITY OF WAYNE, NEBRASKA  
**PROPERTY AND LIABILITY INSURANCE**  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY: Northeast Nebraska Insurance Agency  
 CARRIER: **Employers Mutual Casualty (EMC) A : XIII**     **Berkshire Hathaway A++ : XV**

**AUTOMOBILE**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Oak River Insurance A++ : XV
LIABILITY LIMITS :	\$1,000,000 Combined Single Limit Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Bodily Injury & Property Damage
NUMBER OF UNITS:	64	62
INCL. TORT LIABILITY ENDT:	Yes	Yes
UNINSURED/UNDER. MOTORIST:	\$100,000 Each Occurrence	\$100,000 Each Occurrence
MEDICAL PAYMENTS:	\$5,000 All Vehicles	\$5,000 All Vehicles
SYMBOL ONE "ANY AUTO" LIABILITY:	Yes	Yes
EMPLOYEES AS INSUREDS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
INCL. NECESSARY INTENTIONAL ACTS:	Yes	No
FLEET BASIS COVERAGE (NO REPTG REQUIREMENTS - SUBJECT TO AUDIT):	Yes	Report Changes
LIABILITY DEDUCTIBLE:	None	None
<b>AUTO LIABILITY ANNUAL PREMIUM:</b>	<b>\$8,935</b>	<b>\$12,651</b>

**AUTO PHYSICAL DAMAGE**

PER SCHEDULE:	Yes	Yes
AUTO PHYSICAL DAMAGE DEDUCT -	\$3,000 Comprehensive \$500 Collision  No catastrophic deductible available	\$ 500 Comprehensive* \$ 1,000 Collision*  *Different deductibles may apply. See schedule No catastrophic deductible available
INCL. EMERGENCY EQUIPMENT ATTACHED TO VEHICLES:	Yes	Yes
INCL. DAMAGE BY FREEZING:	Yes	Yes
FLEET BASIS COVERAGE (NO REPTG. REQUIREMENT -- SUBJECT TO AUDIT:	Yes	No, must report changes
<b>PHYS. DAMAGE ANNUAL PREMIUM:</b>	<b>\$5,372</b>	<b>\$15,051</b>

**GARAGEKEEPER'S LEGAL**

COMPREHENSIVE:	\$25,000 Limit \$500 Deductible Per Vehicle \$2,500 Deductible Max. Per Occurrence	\$25,000 Limit \$500 Deductible Per Vehicle \$2,500 Deductible Max. Per Occurrence
COLLISION:	\$25,000 Limit \$500 Deductible Per Vehicle	\$25,000 Limit \$500 Deductible Per Vehicle
<b>GARAGEKEEPERS PREMIUM:</b>	<b>Included</b>	<b>\$380</b>

**HIRED PHYSICAL DAMAGE**

LIMIT:	\$50,000	\$35,000
DEDUCTIBLE:	Highest deductible of an owned auto -- Comprehensive & Collision	\$500 Comprehensive \$500 Collision
<b>ANNUAL PREMIUM:</b>	<b>Included</b>	<b>\$250</b>

CITY OF WAYNE, NEBRASKA  
 PROPERTY AND LIABILITY INSURANCE  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY: Northeast Nebraska Insurance Agency  
 CARRIER: Employers Mutual Casualty (EMC) A : XIII    Berkshire Hathaway A++ : XV

**CRIME COVERAGE**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Oak River Insurance A++ : XV
EMPLOYEE DISHONESTY: FAITHFUL PERFORMANCE OF DUTY:	Yes	Yes
INCL. VOLUNTEER WORKERS:	No	No
INCL. COVERAGE FOR EXPENSES TO ESTABLISH AMOUNT OF LOSS:	No	No
LIMIT:	\$100,000 Per Loss	\$100,000 Per Loss
DEDUCTIBLE:	\$1,000	\$1,000
<b>ANNUAL PREMIUM:</b>	<b>\$598</b>	<b>\$306</b>

<b>OPTIONAL LIMIT:</b>		
\$250,000 Per Loss	Not offered	\$382 (\$76 Additional)

<b>FORGERY &amp; ALTERATION:</b>		
LIMIT:	\$10,000	\$100,000
FORGERY & ALTERATION DEDUCT:	\$250	\$1,000
<b>FORGERY ANNUAL PREMIUM:</b>	<b>Included</b>	<b>\$69</b>

<b>THEFT, DISAPPEARANCE &amp; DESTRUCTION:</b>		
LIMITS:	\$5,000 Limit Inside \$5,000 Limit Outside	\$100,000 Limit Inside \$100,000 Limit Outside
INCL. COURIER SERVICE:	No	Must be armored unit
TD&D DEDUCTIBLE:	None	\$1,000
<b>TD&amp;D ANNUAL PREMIUM:</b>	<b>\$138</b>	<b>\$340</b>

<b>COMPUTER FRAUD:</b>		
LIMIT:	\$100,000	\$100,000
COMPUTER FRAUD DEDUCT:	\$1,000	\$1,000
<b>FRAUD ANNUAL PREMIUM:</b>	<b>Included</b>	<b>\$53</b>

<b>FUNDS TRANSFER COVERAGE:</b>		
LIMIT:	Included in computer fraud	\$100,000
FUNDS TRANSFER DEDUCT:		\$1,000
<b>FUNDS TRANSFER PREMIUM:</b>	<b>Included</b>	<b>\$27</b>

<b>OPTIONAL LIMIT:</b> \$250,000 LIMIT	Not Available	Not Available
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CITY OF WAYNE, NEBRASKA  
PROPERTY AND LIABILITY INSURANCE  
JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY:

**Northeast Nebraska Insurance Agency**

CARRIER:

**Employers Mutual Casualty (EMC) A : XIII      Berkshire Hathaway A++ : XV**

**UMBRELLA LIABILITY**

INSURER:	Employers Mutual Casualty A : XIII	Oak River Insurance Company A++ : XV
FORM:	Umbrella	Excess
LIMITS OF LIABILITY:	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate
PROGRAM IN EXCESS OF:		
GENERAL LIABILITY:	Yes	Yes
AUTOMOBILE LIABILITY:	Yes	Yes
EMPLOYEE BENEFIT LIABILITY:	Yes	Yes
PUBLIC OFFICIAL LIABILITY:	Yes	Yes
LAW ENFORCEMENT LIABILITY:	Yes	Yes
EMPLOYMENT PRACTICES LIABILITY:	Yes	Yes
INCL. FOLLOWING FORMS:	Yes	Yes
SUPPLEMENTAL DEFENSE COSTS:	Yes	Yes
PAY ON BEHALF OF:	Yes	Yes
INCL. TORT CLAIMS ENDT:	Yes	Yes
DROP DOWN COVERAGE:	Yes	Yes
POLICY IS TO BE "NON-AUDITABLE":	Yes	Yes
<b>UMBRELLA ANNUAL PREMIUM:</b>	<b>\$18,292</b>	<b>\$14,218</b>

**WORKERS COMPENSATION**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Berkshire Hathaway A++ : XV
COVERAGE "A" STATUTORY:	Yes	Yes
EMPLOYERS LIABILITY LIMITS:	\$500,000 Each Accident \$500,000 Disease, Each Employee \$500,000 Disease, Policy Limit	\$500,000 Each Accident \$500,000 Disease, Each Employee \$500,000 Disease, Policy Limit
DIVIDEND PLAN:	Dividend history: 2015      \$0 2014      \$2,730 2013      \$59,573 2012      \$30,015 2011      \$67,089 2010      \$41,503 2009      \$89,727	No
LOCATION OF CLAIMS ADMIN.:	Omaha, NE	Omaha, NE
DEDUCTIBLE:	\$500	\$500
EMF UTILIZED:	0.91	0.91
<b>WORK COMP PREMIUM:</b>	<b>\$63,145</b>	<b>\$51,950</b>

CITY OF WAYNE, NEBRASKA  
**PROPERTY AND LIABILITY INSURANCE**  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY: Northeast Nebraska Insurance Agency  
 CARRIER: Employers Mutual Casualty (EMC) A : XIII    Berkshire Hathaway A++ : XV

**CYBER LIABILITY**

INSURER & BEST RATING:	Employers Mutual Casualty A : XIII	Not Quoted
OCCURRENCE FORMAT:	Yes	
LIMITS:	\$100,000 Total Limit	
WRONGFUL ACT COVERAGE:	Yes	
INCL. CRISIS MGMT/NOTIFICATION:	Yes	
INCL. NETWORK SECURITY:	Yes	
INCL. MEDIA LIABILITY COVERAGE:	Not noted	
INCL. INFORMATION ASSET COVERAGE:	Not noted	
INCL. NETWORK INTERRUPTION COVERAGE:	Not noted	
INCL. COVERAGE FOR EXTORTION:	Not noted	
INCL. FAILURE TO PROTECT ELECTRONIC DATA CONTAINING PRIVATE OR CONFIDENTIAL INFO:	Not noted	
INCL. INFRINGEMENT OF COPYRIGHT TRADEMARK IN YOUR MATERIAL:	Not noted	
INCL. PLAGIARISM OR UNAUTHORIZED USE OF FORMATS OR CHARACTERS IN YOUR MATERIAL:	Not noted	
DEFENSE COST IN ADDITION TO LIMITS OF LIABILITY:	Not noted	
DEDUCTIBLE:	\$2,500	
<b>CYBER LIABILITY ANN. PREMIUM:</b>	<b>\$2,107</b>	<b>Not Quoted</b>

CITY OF WAYNE, NEBRASKA  
 PROPERTY AND LIABILITY INSURANCE  
 JANUARY 4, 2016 - JANUARY 4, 2017

AGENCY:  
 CARRIER:

<b>Northeast Nebraska Insurance Agency</b>
<b>Employers Mutual Casualty (EMC) A : XIII      Berkshire Hathaway A++ : XV</b>

**GENERAL**

**ADVISE WHO PROVIDES THE FOLLOWING (if an additional cost applies, please add comments):**

ASSIST CITY IN INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS:	Agent	Agent
MAINTAIN UP-TO-DATE PROPERTY, IM, & AUTO SCHEDULES:	Both	Both
EMPLOYMENT PRACTICES REVIEW:	Carrier	
RISK ANALYSIS FOR NEW LOCATIONS OR CITY SERVICES:	Both	Both
ATTEND COMMISSION OR BOARD MEETINGS:	Both (if requested)	Carrier (if requested)
ONSITE / ONLINE TRAINING:	Both	No
TRAINING RESOURCES LIBRARY:	Carrier	Carrier (for WC)
RISK PREVENTION ADVISORIES:	Both	Carrier
PROPERTY APPRAISALS:	Carrier	Carrier
<b>RESPOND TO THE FOLLOWING:</b>		
CAN YOU PROVIDE LOSS RUNS QUARTERLY:	Yes	Yes
WHO HANDLES CLAIMS ADMINISTRATION:	Carrier	Carrier
LOCATION OF OFFICE THAT ADMINISTERS CLAIMS:	Omaha, NE	Omaha, NE

**CAN THE FOLLOWING EXPECTATIONS BE MET:**

PROVIDE TWO HARD COPIES & ONE DIGITAL COPY OF POLICY WITHIN 90 DAYS OF POLICY INCEPTION:	Yes	Yes
REVIEW ENDORSEMENTS FOR ACCURACY:	Yes	Agency
PREPARE AND DISTRIBUTE BINDERS PRIOR TO POLICY EXPIRATION:	Yes	Carrier can send email advising coverage is bound.
PROCESS CERTIFICATES, BONDS AND AUTO ID CARDS IN A TIMELY FASHION:	Yes	Carrier can do Auto ID cards
REVIEW INVOICES, AUDITS, RATING ADJUSTMENTS, DIVIDEND CALCULATIONS AND LOSS RUNS FOR ACCURACY:	Yes	Agency Function
PRESENT ANNUAL STEWARDSHIP REPORT:	Yes	Carrier--No

# Change Order

No. 2

Date of Issuance: October 21, 2015 Effective Date: October 21, 2015

Project: <u>Grainland Road Water &amp; Sanitary Sewer Extension</u>	Owner: <u>City of Wayne</u>	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: <u>Woehler &amp; Sons Construction, Inc.</u>		Engineer's Project No.: <u>617-016</u>

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

Description: Construct 8" PC Concrete Paving for 220 sq. yds. instead of 7".

Attachments: (List documents supporting change):

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  
\$ 197,220.00

Original Contract Times:  Working days  Calendar days  
Substantial completion (days or date): October 1, 2015  
Ready for final payment (days or date): N/A

Increase from previously approved Change Orders  
No. 1 to No. \_\_\_\_\_:  
\$ 197,220.00

Previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:  
Ready for final payment (days): N/A

Contract Price prior to this Change Order:  
\$ 197,220.00

Contract Times prior to this Change Order:  
Ready for final payment (days or date): October 1, 2015

Increase of this Change Order:  
\$ 1,100.00

Increase of this Change Order:  
Ready for final payment (days or date): November 1, 2015

Contract Price incorporating this Change Order:  
\$ 198,320.00

Contract Times with all approved Change Orders:  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 11-12-2015

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 11/13/15

Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

## ACES

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**From:** BJ Woehler <b\_j\_woehler@hotmail.com>  
**Sent:** Wednesday, October 21, 2015 8:11 AM  
**To:** Advanced Consulting Eng. John Zwingman  
**Cc:** ACES Office  
**Subject:** Rw Sons Wayne Grainland Rd 8" concrete C/O #1

John

As requested yesterday here is the price to go with 8" Paving vs 7" in the street as the city requested.

Construct 8" PC Concrete Paving for 220 SQ YD at \$70 = \$15,400  
vs  
Construct 7" PC Concrete Paving for 220 SQ YD at \$65 = \$14,300  
Total additional cost Add \$1,100

*10/21/15*

Please work up a C/O and have it approved.  
Let me know when it is a go.  
Thanks  
Bj

# Change Order

No. 3

Date of Issuance: November 6, 2015 Effective Date: November 6, 2015

Project: Grainland Road Water & Sanitary Sewer Extension	Owner: City of Wayne	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Woehler & Sons Construction, Inc.		Engineer's Project No.: 617-016

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Completion date extended.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
---------------------------	---------------------------

Original Contract Price:

\$ 197,220.00

Original Contract Times:  Working days  Calendar days  
 Substantial completion (days or date): October 1, 2015  
 Ready for final payment (days or date): N/A

Increase from previously approved Change Orders  
 No. 1 to No. 2 :

\$ 1,100.00

Previously approved Change Orders  
 No. 1 to No. \_\_\_\_\_ :

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

\$ 198,320.00

Contract Times prior to this Change Order:

Ready for final payment (days or date): November 1, 2015

Increase of this Change Order:

\$ \_\_\_\_\_

Increase of this Change Order:

Ready for final payment (days or date): November 30, 2015

Contract Price incorporating this Change Order:

\$ \_\_\_\_\_

Contract Times with all approved Change Orders:

Ready for final payment (days or date): November 30, 2015

RECOMMENDED:  
 By: \_\_\_\_\_  
 Engineer (Authorized Signature)  
 Date: \_\_\_\_\_  
 Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: BTW  
 Contractor (Authorized Signature)  
 Date: 11/13/15  
 Date: \_\_\_\_\_



Robert Woehler & Sons Construction, Inc.

123 Fairgrounds Ave.  
Wayne NE 68787

Phone: 402-375-3744

Fax: 402-833-5363

Cell: 402-369-0049

November 6th 2015

Advanced Consulting Engineering Services  
Attn John Zwingman  
133 West Washington St.  
West Point Nebraska 68788

John

This letter is requesting that you please ask the City of Wayne NE to extend the substantial completion date for the "Grainland Road Water & Sewer Extension" Project to November 30th, 2015 for substantial completion. This extension is due to delays on other area projects because of unusually wet weather, additional work added to other contracts and mostly because of receiving around 6" of rain over 2 weeks after we last discussed this. We hope that you will recommend this extension and that it is approved by the City of Wayne. If you have any questions please call.

Thank you

B. J. Woehler  
Robert Woehler & Sons Construction, Inc. Secretary



Robert Woehler & Sons Construction, Inc.  
 123 Fairgrounds Ave.  
 Wayne NE 68787

Office: 402-375-3744  
 BJ: 402-369-0049  
 Chris: 402-369-0051

Project: Wayne Grainland Road  
 Date: 9-28-15  
 Revision: 1

**Project Schedule:** Dates are subject to change, but the order of tasks hopefully stay in order?

Week:	Date:	RW Sons Task 1	RW Sons Task 2	Other / Misc.	Area Effected
Week 1	Sept 30 - Oct 3	Material Delivery - Mobilization	Install Water Main		North Side
Week 2	Oct 4 - Oct 10	Install Water Main	Install Sewer Main	Test Water	North Side
Week 3	Oct 11 - Oct 17	Remove Street Paving	Pave back Street	Test Water	North & South Side / Gibson's
Week 4	Oct 18 - 24	Install Sewer Main	Install Sewer Services	Install Water Services	North & South Side / Gibson's
Week 5	Oct 25 - Oct 31	Install Sewer Main	Install Sewer Services	Install Water Services	North & South Side
Week 6	Nov 1 - Nov 7th	Install Sewer Main	Install Sewer Services	Install Water Services	North & South Side
Week 7	Nov 8th - 14th	Sanitary Testing - Rough Grade	Punch List - Demobilization	Install Water Services	North & South Side
Week 8	Nov 15th - Nov 21st				North & South Side



Robert Woehler & Sons Construction, Inc.  
 123 Fairgrounds Ave.  
 Wayne NE 68787

Office: 402-375-3744

Project: Wayne Grainland Road

Date: 11-5-15

Revision: 3

**Project Schedule:** Dates are subject to change, but the order of tasks hopefully stay in order?

Week:	Date:	RW Sons Task 1	RW Sons Task 2	Other /Misc.	Area Effected
Week 7	Nov 8th - 14th	Install Sewer Main	Install Sewer Services	Install Water Services	North & South Side
Week 8	Nov 15th - Nov 21st	Install Sewer Main	Install Sewer Services	Install Water Services	North & South Side
Week 9	Nov 22nd - Nov 28th	Sanitary Testing - Rough Grade	Punch List - Demob		North & South Side

**RESOLUTION NO. 2015-98**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE SHORT FORM OF AGREEMENT BETWEEN THE CITY OF WAYNE AND ADVANCED CONSULTING ENGINEERING SERVICES FOR ADDITIONAL FEES FOR THE "LOGAN VALLEY DRIVE WATER AND SANITARY SEWER EXTENSION PROJECT."**

WHEREAS, an amendment to the original short form of agreement has been received from Advanced Consulting Engineering Services regarding the "Logan Valley Drive Water and Sanitary Sewer Extension Project" to include an additional lump sum fee of \$4,000 for the water main extension part of this project; and

WHEREAS, said proposal has been reviewed by city staff, and city staff is recommending that Amendment No. 1 to the original agreement of Advanced Consulting Engineering Services for an additional lump sum fee not to exceed amount of \$4,000.00, for a total project cost of \$8,000.00, be approved.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 1 to the short form of agreement with Advanced Consulting Engineering Services for the "Logan Valley Drive Water and Sanitary Sewer Extension Project" be accepted, as recommended, and that the Mayor be, and he hereby is instructed and authorized to execute said Amendment No. 1 for said services on behalf of the City.

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



# ADVANCED CONSULTING ENGINEERING SERVICES

133 W. Washington Street · P.O. Box 218  
West Point, NE 68788  
Office: 402-372-1923 · Fax: 402-372-6960

City of Wayne  
306 Pearl St  
PO Box 8  
Wayne, NE 68787

October 28, 2015

RE: Amendment #1 to Contract - Transmittal  
Logan Valley Drive Water & Sewer Extension  
ACES #617-018

Enclosed are two signed Amendments between OWNER and ENGINEER for the above referenced project. Please sign both, keep one copy for your records, and return one copy to ACES. A return label is enclosed for your convenience.

If you have any questions, please contact our office at 402-372-1923.

Sincerely,

A handwritten signature in blue ink that reads "Jeannette Rolf". The signature is written in a cursive, flowing style.

Jeannette Rolf  
Advanced Consulting Engineering Services

Enclosures

**AMENDMENT  
NO. 1**

This is an amendment to the contract dated February 17, 2015, between the City of Wayne, Nebraska (Owner) and Advanced Consulting Engineering Services (Engineer) for the engineering services for the Logan Valley Drive Water & Sewer Extension project.

In addition to the Scope of Services provided in Exhibit "A" of the original contract, Engineer shall provide Owner with design, bidding, construction, and post construction phase services for a water main along Logan Valley Drive, South of Chiefs Way.

MILESTONE	LUMP SUM FEE
Design	\$2,000
Construction	\$1,500
Post-Construction	\$ 500
<b>AMENDMENT NO. 1 – ENGINEERING FEE</b>	<b>\$4,000</b>

Original Contract Amount	\$4,000
Amendment No. 1	\$4,000
<b>TOTAL AMENDED CONTRACT AMOUNT</b>	<b>\$8,000</b>

OWNER:  
By: \_\_\_\_\_  
Title: Mayor, City of Wayne, Nebraska  
Date Signed: \_\_\_\_\_

ENGINEER:  
By: *Glenn R. Ritter*  
Title: Treas/Sec  
Date Signed: 10-28-15

**RESOLUTION NO. 2015-99**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“LOGAN VALLEY DRIVE WATER AND SEWER EXTENSION PROJECT.”**

WHEREAS, three bids were received on November 12, 2015, on the “Logan Valley Drive Water and Sewer Extension Project;” and

WHEREAS, the bids have been reviewed by the City’s engineer on the project, Advanced Consulting Engineering Services (ACES); and

WHEREAS, ACES is recommending that the contract be awarded to Penro Construction of Pender, Nebraska.

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 “Logan Valley Drive Water and Sewer Extension Project,” as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>	<u>Amount</u>
Penro Construction Pender, NE 68047	\$105,097.70

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

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

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



## ADVANCED CONSULTING ENGINEERING SERVICES

133 W. Washington Street · P.O. Box 218  
West Point, NE 68788  
Office: 402-372-1923 · Fax: 402-372-6960

Lowell Johnson  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

November 12, 2015

RE: Logan Valley Drive – Water and Sewer Extension – City of Wayne, Nebraska  
ACES #617-018

Advanced Consulting Engineering Services recommends that the award of the project go to Penro Construction in the amount of \$105,097.70. By accepting the low bid, the City of Wayne accepts the completion date of July 15, 2016 rather than the preferred completion date of June 15, 2016.

If you have any questions please contact our office at 402-372-1923.

Sincerely,

Leanne R. Ritter  
Advanced Consulting Engineering Services

LOGAN VALLEY DRIVE WATER & SEWER EXTENSION  
 ACES #617-018  
 WAYNE, NEBRASKA  
 BID DATE: NOVEMBER 12, 2015 @ 11:00 AM

ITEM NO.	DESCRIPTION	EST QUANTITY	UNITS	BID BOND 5%		BID BOND 5%		BID BOND 5%	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	8" PVC DR18 WATER MAIN	1173	L.F.	\$20.15	\$23,635.95	\$21.00	\$24,633.00	\$19.75	\$23,166.75
2	LIVE TAP EXISTING 8" WATER MAIN	1	EACH	\$1,550.00	\$1,550.00	\$2,500.00	\$2,500.00	\$2,550.00	\$2,550.00
3	8" TEE	1	EACH	\$825.00	\$825.00	\$600.00	\$600.00	\$325.00	\$325.00
4	8" GATE VALVE W/ RDWY. BOX	2	EACH	\$1,140.00	\$2,280.00	\$2,000.00	\$4,000.00	\$1,185.00	\$2,370.00
5	8" PLUG	1	EACH	\$165.00	\$165.00	\$200.00	\$200.00	\$120.00	\$120.00
6	8"x6" TEE	3	EACH	\$320.00	\$960.00	\$500.00	\$1,500.00	\$265.00	\$795.00
7	6" GATE VALVE W/ RDWY. BOX	3	EACH	\$815.00	\$2,445.00	\$1,800.00	\$5,400.00	\$955.00	\$2,865.00
8	6" FIRE HYDRANT	3	EACH	\$3,045.00	\$9,135.00	\$3,500.00	\$10,500.00	\$3,050.00	\$9,150.00
9	8"x1" SERVICE SADDLE	10	EACH	\$105.00	\$1,050.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00
10	1" CORPORATION STOP	10	EACH	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$155.00	\$1,550.00
11	1" CURB STOP W/ RDWY. BOX	10	EACH	\$230.00	\$2,300.00	\$400.00	\$4,000.00	\$265.00	\$2,650.00
12	1" POLYETHYLENE SERVICE LINE	261	L.F.	\$14.00	\$3,654.00	\$10.00	\$2,610.00	\$12.50	\$3,262.50
13	8" PVC SDR26 SANITARY SEWER PIPE	1200	L.F.	\$26.25	\$31,500.00	\$20.00	\$24,000.00	\$31.00	\$37,200.00
14	CONSTRUCT CONCRETE MANHOLE	32.74	V.F.	\$330.00	\$10,804.20	\$350.00	\$11,459.00	\$375.00	\$12,277.50
15	CONNECT TO EXISTING MANHOLE	1	EACH	\$1,180.00	\$1,180.00	\$500.00	\$500.00	\$500.00	\$500.00
16	8"x4" SERVICE WYE	10	EACH	\$110.00	\$1,100.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00
17	4" SCHEDULE 40 SERVICE LINE	297	L.F.	\$22.15	\$6,578.55	\$18.00	\$5,346.00	\$15.50	\$4,603.50
18	REPLACE GRAVEL SURFACING	25	TONS	\$28.00	\$700.00	\$35.00	\$875.00	\$28.00	\$700.00
19	SEEDING	3485	SQ.YDS.	\$1.00	\$3,485.00	\$0.50	\$1,742.50	\$0.75	\$2,613.75
20	EROSION CONTROL	1	LUMP SUM	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
TOTAL BASE BID				\$105,097.70	\$107,865.50				
CONTRACTOR'S ANTICIPATED START DATE				April 18, 2016	asap				
CONTRACTOR'S ANTICIPATED COMPLETION DATE				July 15, 2016	May 1, 2016 & June 15, 2016				
					April 1, 2016				
					June 15, 2016				

[Back to Top](#)

**RESOLUTION NO. 2015-100**

**A RESOLUTION OF THE CITY OF WAYNE ESTABLISHING SEWER AND WATER HOOK-UP FEES FOR THE “LOGAN VALLEY DRIVE WATER AND SANITARY SEWER EXTENSION PROJECT.”**

WHEREAS, Section 18-2123 R.R.S provides that a Development Agency may acquire undeveloped land when the same is essential to the proper clearance or redevelopment of an area; and

WHEREAS, the governing body of the City of Wayne has determined that the areas to be served by the existing and future city water and sanitary sewer extension described herein is necessary for the proper economic development of an area within the two-mile zoning jurisdiction of the City of Wayne; and

WHEREAS, the governing body has determined that it is in the best interests of the City and the Agency to extend water and sanitary sewer service to the areas described; and

WHEREAS, this water and sanitary sewer extension will also front other properties that will benefit from this utility extension; and

WHEREAS, a utility extension district is not created to finance these extensions; and

WHEREAS, this water and sanitary sewer extension will be owned and maintained in perpetuity by the City of Wayne; and

WHEREAS, the City desires to reimburse the City of Wayne Water and Sewer Utility Systems fairly and completely for the water and sanitary sewer extensions herein described and constructed with City Water and Sewer Utility funds; and

WHEREAS, the City desires to establish water and sewer hook-up fees for the Logan Valley Drive Water and Sanitary Sewer Extension based on a fair and equitable allocation of the costs of the “Logan Valley Drive Water and Sanitary Sewer Extension” herein described.

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

Section 1. The governing body of the City of Wayne adopts the LF (linear feet of property frontage) method in Exhibit A, LOGAN VALLEY DRIVE WATER AND SANITARY SEWER EXTENSION HOOK-UP FEES and HOOK-UP FEE CALCULATION FORMULA, as calculated by the City Planner and reviewed by the project engineer, to be used to determine the water and sanitary sewer hook-up fees for all properties to be served by the Logan Valley Drive Water and Sanitary Sewer Extension Project.

Section 2. The above-provided hook-up fees shall be financed over a period of ten years and bear interest at the rate of three percent (3%) per annum. Delinquent installments shall bear interest at 14% until paid and shall be collected in the usual manner for the collection of taxes. Installments may be prepaid at anytime at the option of the property owner as provided by law.

Section 3. The City Clerk will attach a copy of this signed Resolution and Exhibit A with the title of each real estate property listed in Exhibit A.

Section 4. If any lot included in the calculations of Exhibit A merges with another lot also included in the calculations of Exhibit A, the hook-up fee for the new combined lot shall become the total calculated for the original merged lots.

Section 5. If a lot that is included in the calculations of Exhibit A is or becomes connected to the sanitary sewer through another lot being served by the Logan Valley Drive Water and Sanitary Sewer, including a connection through a building, the hook-up fee for the additional lot that is connected through the first lot will become due as calculated in Exhibit A.

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

Exhibit A

	Construction	Engineering	Total
Force Main (Total)	\$23,910.00	\$6,151.33	\$30,061.33
Lift Station (Total)	\$110,754.85	\$28,493.92	\$139,248.77
Sewer & Water Mains	\$105,100.00	\$8,000.00	\$113,100.00

total \$239,764.85 \$42,645.25 \$282,410.10

Force Main per LF of Frontage	Lift Station per LF of Frontage	Sewer & Water per LF of Frontage
\$4.05	\$18.77	\$48.65



	Frontage (LF)	Based on LF Force Main	Based on LF Lift Station	Based on LF Sewer & Water	Based on LF Hook-up Fee
Lot 12, Logan Valley Industrial Park 2nd Addition	200.00	\$810.00	\$3,754.00	9,730.79	\$14,294.79
Lot 13, Logan Valley Industrial Park 2nd Addition	150.00	\$607.50	\$2,815.50	7,298.09	\$10,721.09
Lot 14, Logan Valley Industrial Park 2nd Addition	150.00	\$607.50	\$2,815.50	7,298.09	\$10,721.09
Lot 15A, Logan Valley Industrial Park 2nd Addition	449.58	\$1,820.80	\$8,438.62	21,873.84	\$32,133.26
Lot 16A, Logan Valley Industrial Park 2nd Addition	120.00	\$486.00	\$2,252.40	5,838.47	\$8,576.87
Lot 16B, Logan Valley Industrial Park 2nd Addition	150.00	\$607.50	\$2,815.50	7,298.09	\$10,721.09
Lot 17, Logan Valley Industrial Park 2nd Addition	175.00	\$708.75	\$3,284.75	8,514.44	\$12,507.94
Lot 18A, Logan Valley Industrial Park 2nd Addition	80.00	\$324.00	\$1,501.60	3,892.32	\$5,717.92
Lot 19, Logan Valley Industrial Park 2nd Addition	100.00	\$405.00	\$1,877.00	4,865.40	\$7,147.40
Lot 20, Logan Valley Industrial Park, 2nd Addition	150.00	\$607.50	\$2,815.50	7,298.09	\$10,721.09
Lot 21, Logan Valley Industrial Park, 2nd Addition	300.00	\$1,215.00	\$5,631.00	14,596.19	\$21,442.19
Lot 22, Logan Valley Industrial Park, 2nd Addition	300.00	\$1,215.00	\$5,631.00	14,596.19	\$21,442.19
Lot 11, Logan Valley Industrial Park, 2nd Addition	200.00	\$810.00	\$3,754.00	1,000.00	\$5,564.00
Leseberg	150.00	\$607.50	\$2,815.50	1,000.00	\$4,423.00
Gill	150.00	\$607.50	\$2,815.50	1,000.00	\$4,423.00
Carlson	150.00	\$607.50	\$2,815.50	1,000.00	\$4,423.00
Carlson	420.00	\$1,701.00	\$7,883.40	1,000.00	\$10,584.40
<b>Total</b>	<b>3,394.58</b>	<b>\$13,748.05</b>	<b>\$63,716.27</b>	<b>\$118,100.00</b>	<b>\$195,564.32</b>

\* Outside City Limits Water & Sewer Hook-up Fees per City Code as of November 17, 2015

**RESOLUTION NO. 2015-101**

**A RESOLUTION APPROVING THE JOINT DEFENSE AND COMMON INTEREST AGREEMENT BETWEEN NORTHEAST NEBRASKA PUBLIC POWER DISTRICT, THE CITY OF WAYNE, NEBRASKA, THE CITY OF SOUTH SIOUX CITY, NEBRASKA, THE CITY OF WAKEFIELD, NEBRASKA, AND BAIRD HOLM LLP, TO ADD THE CITY OF VALENTINE, NEBRASKA.**

WHEREAS, the City of Wayne previously entered into what is known as a “Joint Defense and Common Interest Agreement” on April 21, 2015, by way of Resolution 2015-44 between Northeast Nebraska Public Power District, the City of South Sioux City, Nebraska, the City of Wakefield, Nebraska, and Baird Holm LLP, for the purpose of retaining the law firm of Baird Holm LLP to provide legal advice regarding a rate dispute with Nebraska Public Power District; and

WHEREAS, said agreement is being amended to add the City of Valentine, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the “Joint Defense and Common Interest Agreement,” a copy of which is attached hereto and incorporated herein by reference, is hereby approved as amended, and the Mayor is hereby authorized to sign said agreement on behalf of the City.

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

## JOINT DEFENSE AND COMMON INTEREST AGREEMENT

This Joint Defense and Common Interest Agreement ("Agreement") is entered into effective November 13, 2015, by and among Northeast Nebraska Public Power District ("Northeast"); the City of Wayne, Nebraska ("Wayne"); the City of South Sioux City, Nebraska ("South Sioux City"); the City of Wakefield, Nebraska ("Wakefield"), and the City of Valentine, Nebraska ("Valentine"). The term Parties includes Northeast, Wayne, South Sioux City, Wakefield, and Valentine, and their agents, assigns, employees, representatives, successors, parents, subsidiaries and other affiliates, and all those acting or purporting to act on their behalf.

### WHEREAS,

1. The Parties are each wholesale customers of Nebraska Public Power District ("NPPD") and purchase demand and energy from NPPD at rates set forth in the Parties' respective wholesale power contracts with NPPD; and

2. NPPD has advised the Parties of its intention to charge for demand and energy to wholesale customers at differing rates depending upon the form and date of the particular wholesale power contract in place with the customer and customers' notices of intent to limit and reduce their purchases from NPPD (the "Rate Dispute"), and the Parties believe they share a common position in connection with the Rate Dispute; and

3. The Parties desire to explore the legal validity of NPPD's position regarding the Rate Dispute, and to consider joint negotiations with NPPD or potential legal action against NPPD regarding the Rate Dispute; and

4. The Parties intend to rely on their joint work product in evaluating and implementing a potential course of action in connection with the Rate Dispute; and

5. The Parties together have engaged Baird Holm LLP (the "Attorneys") to provide legal advice regarding the Rate Dispute; and

6. To further their common interest the undersigned Parties desire to share Privileged Materials on a confidential basis, and to employ to the extent available under applicable law, all of the protections and Privileges against discovery available under law. Accordingly, any such sharing of Privileged Materials is not intended to, and shall not, constitute a waiver of any Privileges.

### NOW, THEREFORE, the Parties agree as follows:

1. As used herein "Privileged Materials" means communications, advice, opinions and other information embodied in any form, whether oral, electronic or written, relating to the Rate Dispute that are exchanged between Parties or Attorneys, or between any Party and the Attorneys, prior to or after the execution of this Agreement. Privileged Materials include, without limitation, documents, things, information, mental impressions, factual materials, memoranda, opinions of counsel, communications among the Parties and Attorneys, analyses of claims, defenses, counterclaims, legal strategy or tactics, interview reports and experts' reports. This Agreement is intended to invoke the full scope of protection from disclosure afforded by the attorney-client privilege, the work product doctrine and the joint defense and common interest privileges (the "Privileges") as provided by law.

2. The Parties shall endeavor to develop a common strategy in connection with any claims, demands, challenges or lawsuits related to the Rate Dispute in whatever form finally approved by the Parties. Toward this goal, the Parties shall meet individually or as a group at such times as they deem necessary.

3. Each Party shall act in a manner that is consistent with the common strategy and defense, unless one Party first informs the other Party that it intends to act otherwise. Should a Party inform the other Party that it intends to take inconsistent action, the Party planning such action shall not take such action until the other Party has had a reasonable opportunity to evaluate and adjust to the inconsistent action.

4. It is the intention and understanding of the Parties that Privileged Materials will be shared between the Parties, any separate attorneys engaged by any individual Party, Baird Holm LLP, and any consultants engaged by the parties or by Baird Holm LLP. Any such information so shared shall constitute Privileged Materials and shall remain confidential and protected from disclosure to any third-party by the Privileges. None of the Privileged Materials shared as a result of this Agreement may be disclosed to third-parties without the consent of the Party that made the information available in the first instance, unless required by law.

5. Each Party agrees that it will assert all Privileges in opposition to any discovery request, subpoena or other demand propounded by any person or entity not a signatory to this Agreement that seeks Privileged Materials, and will otherwise take all reasonable and necessary precautions to ensure the continued confidentiality of any Privileged Materials exchanged between the Parties. Each Party further agrees that it will notify all signatories of any and all such discovery requests.

6. Nothing in this Agreement shall limit or interfere with the right and ability of any Party to institute or conduct its own independent prosecution or defense of any claims or lawsuits. Each Party expressly reserves the right to make its own independent judgment in all matters and on all issues.

7. Nothing in this Agreement shall create an attorney-client relationship between any Party's separate attorneys other than Baird Holm LLP, and any other person or entity, or affect the right of any Party's separate attorneys to advise his or her client in a manner consistent with the best interests of that client.

8. For purposes of this Agreement Baird Holm LLP is engaged by all Parties to provide legal advice and services to all Parties regarding the Rate Dispute, and therefore, communications to and from Baird Holm LLP related to the Rate Dispute shall be deemed Privileged Materials subject to this Agreement.

9. The Parties do not intend for this Agreement to create a conflict of interest for any of the Parties' separate Attorneys or for Baird Holm LLP, and the Parties do not believe this Agreement creates any such conflict. Should an adversarial relationship subsequently develop between any of the Parties, the Parties will not seek to disqualify Baird Holm LLP from representing any individual Party in any unrelated dispute by virtue of their representation of the respective Parties in the common strategy and defense. In the event of a dispute among the Parties, or between one Party and the other Parties, each Party agrees that Baird Holm LLP may continue to represent Northeast to the extent the law allows, and that each other Party agrees not to attempt to disqualify Baird Holm LLP from doing so.

10. This Agreement shall remain in effect, and shall be binding upon the Parties, their successors, and assigns until any claims and challenges relating to the Rate Dispute have been resolved. A Party may withdraw from this Agreement at any time by providing 10 (ten) day's advance written notice to the other Parties; provided, however, that the Parties shall at all times comply with the obligations set forth in this Agreement to maintain the privileged and/or confidential nature of any Privileged Materials and shall have an ongoing duty to ensure the continued confidentiality of any such Privileged Materials exchanged between the Parties between the Effective Date and the date the withdrawing Party withdraws from this Agreement.

11. The laws of the State of Nebraska shall govern this Agreement. Should a court determine that any provision of this Agreement is void, or otherwise unenforceable, the provision shall be deemed amended to conform to applicable law. All other provisions shall remain in effect and unchanged.

12. This Agreement shall not constitute or be used as evidence of any admission by any of the Parties as among themselves or by any person not a Party. Each Party individually, and the Parties collectively, shall maintain this Agreement and its contents as confidential except as to one another.

13. No amendment, modification or waiver of this Agreement or any provision thereof shall be binding upon the Parties unless it is in writing and executed by all Parties.

14. Nothing in this Agreement shall limit or interfere with the right and ability of any Party to conduct its own independent research and analysis of the Rate Dispute or any claims or challenges in connection with the Rate Dispute. Likewise, nothing in this Agreement shall affect the right of any Party to pursue or defend a claim against a Party, or others in the future. Nothing in this Agreement shall obligate any Party or its attorneys to participate in meetings of counsel, disclose confidential or other information to any Party or its attorneys, or to take any other particular action with respect to claims.

15. Nothing in this Agreement is intended to require the Parties to share attorney's fees and costs of research, analysis and advice or defense of claims and challenges, except that the Parties have agreed on an allocation of fees of Baird Holm LLP in connection with the Rate Dispute, which shall issue its invoices in connection with the Rate Dispute to Northeast, which shall thereafter allocate that expense to other Parties accordingly.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

17. Each Party represents and warrants that it has taken all necessary actions to authorize the person signing below on its behalf to execute this Agreement and to bind that Party to all terms and conditions of this agreement.

*[Signature Page Follows]*

AGREED:

**Northeast Nebraska Public Power District**

**City of Wayne, Nebraska**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**City of South Sioux City, Nebraska**

**City of Wakefield, Nebraska**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

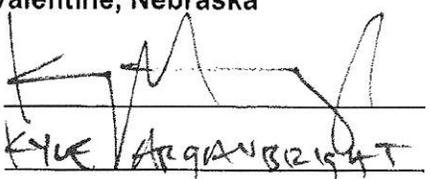
Its: \_\_\_\_\_

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

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

**City of Valentine, Nebraska**

**Baird Holm LLP**

Signed:  \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: KYLE ARGANBRIGHT

Printed: \_\_\_\_\_

Its: CITY COUNCIL PRESIDENT

Its: \_\_\_\_\_

Date: 11/13/15

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

# CHRISTIANSEN CONSTRUCTION CO. LLC



P.O. Box 339  
Pender, Nebraska 68047

(402) 385-3027  
FAX: (402) 385-3020

## CO Proposal # 2 revised

<b>To:</b>	JEO Consulting Group	<b>From:</b>	Forrest Kramer
<b>Atten:</b>	Dave Henke	<b>Date:</b>	9-25-15
<b>Project:</b>	Wayne Aquatic Center	<b>Re:</b>	Existing Lighting for Parking

### Existing power for west parking lighting found in way of pool excavation:

Hand excavate to expose conduit and encase in aggregate under footing	
Labor – (4 manhours @ 47.50) = 190.00	\$ 190.00
Excavator – 2hrs @ 65.00 = 130.00	\$ 130.00
	<u>Subtotal</u> \$ 320.00
	\$ 32.00
	<u>Subtotal</u> \$ 352.00
	Bond & Ins. \$ 7.00
	<u>\$ 359.00</u>

The Total Add for this proposal is: **\$ 359.00**

Three-Hundred Fifty - Nine Dollars & <sup>00</sup>/<sub>100</sub> (\$ 359.00)

**Exclusions:** Any other material or labor not listed above.

Respectfully Submitted,

  
E.S.

# CHRISTIANSEN CONSTRUCTION CO. LLC



P.O. Box 339  
Pender, Nebraska 68047

(402) 385-3027  
FAX: (402) 385-3020

## CO Proposal # 2

<b>To:</b> JEO Consulting Group	<b>From:</b> Forrest Kramer
<b>Atten:</b> Dave Henke	<b>Date:</b> 9-25-15
<b>Project:</b> Wayne Aquatic Center	<b>Re:</b> Existing Lighting for Parking

### Move existing power for west parking lighting found in way of pool excavation:

Per Maise Electric Quote attached:	\$ 4,800.00
	OH&P \$ 480.00
	Subtotal \$ 5,280.00
	Bond & Ins. \$ 105.60
	\$ 5,385.60

**The Total Add for this proposal is: \$ 5,385.60**

*Five-Thousand Three-Hundred Eighty-Fivet Dollars & <sup>60</sup>/<sub>100</sub> (\$ 5,385.60)*

**Exclusions:** Any other material or labor not listed above.

# Maise Electrical & Mechanical Contractor

606 S. Carns Ave - P.O. Box 267 - Pender, NE 68047

Phone: (402) 385--2319 - Fax: (402) 385-3276

John E. Maise - Owner

September 24, 2015

RE: Wayne Aquatic Center

Forrest

Here is the cost of moving the two 1" pole light conduits.

We would move lines out of pools way. Install two pull boxes, both would be in grassy area

Material:	\$2300.00
TRENCH	500.00
Labor:	2,000.00
Total Cost:	4,800.00

John E Maise

Maise Electric

# CHRISTIANSEN CONSTRUCTION CO. LLC



P.O. Box 339  
Pender, Nebraska 68047

(402) 385-3027  
FAX: (402) 385-3020

## CO Proposal # 3

<b>To:</b>	JEO Consulting Group	<b>From:</b>	Forrest Kramer
<b>Atten:</b>	Dave Henke	<b>Date:</b>	10-19-15
<b>Project:</b>	Wayne Aquatic Center	<b>Re:</b>	C&I # 6 Additional anchors

### Per Owner's request to provide anchors in zero depth for future rail:

Per United Industries quote for anchors & covers:	\$ 210.00
Per Maise Electric quote for bonding:	\$ 500.00
Labor to install anchors and covers (7 hrs @ 47.50 per hr):	\$ 332.50
Subtotal	\$ 1,042.50
OH&P	\$ 104.25
Subtotal	\$ 1,146.75
Bond & Ins.	\$ 22.25
	\$ 1,169.00

CK

The Total Add for this proposal is: **\$ 1,169.00**

One-Thousand One-Hundred Sixty-Nine Dollars & <sup>00</sup>/<sub>100</sub> (\$ 1,169.00)

**Exclusions:** Any other material or labor not listed above.

Respectfully Submitted,

  
ES

## Forrest Kramer

---

**From:** Jim Luallen <jim.uui@att.net>  
**Sent:** Tuesday, October 06, 2015 8:37 AM  
**To:** 'Forrest Kramer'  
**Cc:** Heather Dow  
**Subject:** RE: Wayne Aquatic Center - C&I No. 6

Hi Forrest,

Heather is out of office for a while, I'll fill you in later.

For your anchors & covers:

5 – ea. #P121058, Bronze Wedge Anchors, W/SS Bolt, Grd. Connection, “As Spec for balance of this project”  
\$25.00 ea. Total = \$125.00

5 – ea. #P121390, Wedge Anchor Cover Plate, Bronze, 2-Piece, As Pictured in Clarification, \$17.00 ea. Total =  
\$85.00

Let us know what you need to do. Call me if you get a chance Forrest.

### Jim Luallen

United Industries, Inc.  
Sales Engineer  
Phone: 816-832-8714  
Kansas City, MO.  
[jim.uui@att.net](mailto:jim.uui@att.net)

---

**From:** Forrest Kramer [mailto:fk@cccpenders.biz]  
**Sent:** Tuesday, October 06, 2015 8:00 AM  
**To:** h.dow@swimtime.com  
**Cc:** Jim Luallen  
**Subject:** FW: Wayne Aquatic Center - C&I No. 6

Heather,

Could you please price anchors and caps for this?

*Forrest Kramer*  
*Project Manager / Estimator*

---

**From:** George Parizek [mailto:gparizek@jeo.com]  
**Sent:** Tuesday, October 06, 2015 7:43 AM  
**To:** Forrest Kramer (fk@cccpenders.biz) <fk@cccpenders.biz>; Dick Cole <dc@cccpenders.biz>  
**Cc:** Dave Henke <dhenke@jeo.com>; Joel Hansen <jhansen@cityofwayne.org>; Dale Bohac <dbohac@jeo.com>  
**Subject:** Wayne Aquatic Center - C&I No. 6

Good Morning Forrest,

**Forrest Kramer**

---

**From:** John Maise <jpmaise@abbnebraska.com>  
**Sent:** Thursday, October 15, 2015 8:24 AM  
**To:** Forrest Kramer  
**Subject:** Norfolk Aquatic Center

Forrest

To ground your Hand rail plates \$500.00.  
John E. Maise



2015 WAYNE WATER TANK REHABILITATION

APPLICATION NO.: 2-Final  
 APPLICATION DATE: 11-Nov-15  
 PERIOD TO: 6-Nov-15  
 PROJECT NO.: 782

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F Quantity To Date	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF DIFF.)
			FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD					
1	INTERIOR WET BLAST AND PRIME	\$ 70,000	\$ 70,000	\$ -	\$ -		\$ 70,000	\$ -	100%
2	INTERIOR WET FINISH COAT	\$ 38,000	\$ -	\$ 38,000	\$ 38,000		\$ 38,000	\$ -	100%
3	INTERIOR DRY BLAST AND PRIME	\$ 20,000	\$ 20,000	\$ -	\$ -		\$ 20,000	\$ -	100%
4	INTERIOR DRY FINISH COAT	\$ 12,000	\$ -	\$ 12,000	\$ 12,000		\$ 12,000	\$ -	100%
5	EXTERIOR POWER WASH	\$ 10,000	\$ 10,000	\$ -	\$ -		\$ 10,000	\$ -	100%
6	EXTERIOR INTERMEDIATE COAT	\$ 38,000	\$ 38,000	\$ -	\$ -		\$ 38,000	\$ -	100%
7	EXTERIOR TOP COAT	\$ 70,000	\$ 45,000	\$ 25,000	\$ 25,000		\$ 70,000	\$ -	0%
<b>TOTAL</b>		<b>\$ 258,000</b>	<b>\$ 183,000.00</b>	<b>\$ 75,000</b>			<b>\$ 258,000</b>	<b>\$ -</b>	<b>100%</b>