

**AGENDA  
CITY COUNCIL MEETING  
October 3, 2017**

1. [Approval of Minutes – September 19, 2017](#)

2. [Approval of Claims](#)

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

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the 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. [Appointment of Michelle Harder as Finance Director](#)

4. [Presentation by the Wayne Area Association of Retired School Personnel — Alice Johnson and Lee Larsen](#)

**Background:** As some of you will recall, a couple of years ago this group presented the City with a facsimile check in the amount of \$36,756.50, which represented the amount of money that their volunteer hours were worth to the Wayne Community area (1,630 hrs. @ \$22/hr.), according to the National Bureau of Vital Statistics in 2013-2014). Alice and Lee will be at the meeting to, again, present a facsimile check to the Mayor and Council for their volunteer hours.

5. [Public Hearing:](#)           Application for a Class C (Beer, Wine, Distilled Spirits, On and Off Sale) Liquor License – Jerrae & David Braun, d/b/a “Udder Delights” (Advertised Time: 5:30 p.m.)

6. [Resolution 2017-84: Recommendation on the Application for a Class C Liquor License — Jerrae & David Braun, d/b/a “Udder Delights”](#)

7. [Resolution 2017-85: Accepting Bid and Awarding Contract on the purchase of an LED Message Center Sign for the Wayne Community Activity Center](#)

**Background:** Bryce has obtained four proposals for the purchase of an LED Message Center Sign for the Community Activity Center. He will be reviewing the proposals and make a recommendation at the Council meeting.

8. [Resolution 2017-86: Approving Facility Use Agreement with the American Red Cross for use of the City Auditorium and the Community Activity Center](#)

**Background:** This Agreement will update the previous agreements the City had with the American Red Cross to utilize both the City Auditorium and the Community Activity Center during times of a disaster.

9. [Resolution 2017-87: Directing the City Clerk to certify Mowing Costs to the Wayne County Clerk and the Wayne County Treasurer to become a Lien on Tax Lot 74, PT N1/2NE1/4, Wayne Tracts 13-26-3, Wayne County, Nebraska, more commonly described as 616 Sherman Street, Wayne, Nebraska](#)

**Background:** This is our standard procedure for recovering unpaid bills for mowing lawns of property owners who have been given legal notice for violating the 12” unmowed height in the city code.

**Recommendation:** The recommendation of Betty McGuire, City Clerk, is to approve the Resolution and file the same as a lien against the property.

10. [Resolution 2017-88: Directing City Clerk to Certify Mowing Costs to the Wayne County Clerk and Wayne County Treasurer to become a Lien on the West 80’ of the South 100’ of Lot 3, Block 1, Britton & Bressler’s Addition to the City of Wayne, Wayne County, Nebraska, more commonly described as 120 W. 9<sup>th</sup> Street, Wayne, Nebraska](#)

**Background:** This is our standard procedure for recovering unpaid bills for mowing lawns of property owners who have been given legal notice for violating the 12” unmowed height in the city code.

**Recommendation:** The recommendation of Betty McGuire, City Clerk, is to approve the Resolution and file the same as a lien against the property.

11. [Ordinance 2017-31: Amending Sec. 34.01 Airport Authority \(D\) regarding vacancies](#)

**Background:** This will bring this section of the Wayne Municipal Code in line with State Statutes. The changes are noted in red.

12. [Ordinance 2017-32: Approving Amendment No. 1 to the Power Purchase Agreement between the City of Wayne, Nebraska, and Cottonwood Wind Project, LLC](#)

**Background:** Due to an engineering modification, NextEra is changing Northeast/Wayne’s turbine string to 17.08 MW (from 17.38 MW). This will not affect Wayne’s 2.38 MW, but it does affect the proportions of the string allocated to each entity, so that is the reason an amendment needed to be drafted. This amendment formalizes the change. Bernie Cevera with Guernsey has reviewed the agreement and recommends approving it.

13. [Action on Pay Estimate No. 3 for the “West Inner and East Inner Conversion Electric Distribution Project” in the amount of \\$19,444.37 to Karian Peterson Powerline Contracting, LLC](#)

**Background:** This is for work completed in accordance with the contract, which has been reviewed and approved for payment by the project engineer.

14. Action on a request to build two park benches north of the main entrance at the Library as a memorial for Donna Liska for an Eagle Scout Project and requesting city bricks and gravel for said project — Nolan Kruse

**Background: Nolan will be at the Council meeting to provide more information on his Eagle Scout Project and to formally request using city bricks and gravel for the project.**

15. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
September 19, 2017**

The Wayne City Council met in regular session at City Hall on Tuesday, September 19, 2017, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Terri Buck, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on September 7, 2017, 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 Haase made a motion, which was seconded by Councilmember Brodersen, whereas, the Clerk has prepared copies of the Minutes of the meeting of September 5, 2017, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** APPEARA, SE, 58.55; BAKER & TAYLOR BOOKS, SU, 898.09; BOK FINANCIAL, RE, 300414.17; BRIAN GOODWIN, SE, 50.00; BROWN SUPPLY, SU, 3699.42; CITY EMPLOYEE, RE, 88.70; CITY EMPLOYEE, RE, 136.63; CITY EMPLOYEE, RE, 160.65; COMMUNITY HEALTH, RE, 3.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 21275.79; COPY WRITE, SU, 22.00; CORE & MAIN LP, SU, 2079.14; DANKO EMERGENCY EQUIPMENT, SU, 10.70; DAVE'S DRY CLEANING, SE, 78.00; DUTTON-LAINSON, SU, 315.66; EASYPERMIT POSTAGE, SU, 785.29; ECHO GROUP, SU, 45.72; FLOOR MAINTENANCE, SU, 268.69; GERHOLD CONCRETE, SU, 1679.50; GROSSENBURG IMPLEMENT, SU, 31.44; HAWKINS, INC, SU, 199.50; HEIKES AUTOMOTIVE, SE, 2968.39; HILAND DAIRY, SU, 60.70; HUBER TECHNOLOGY, SU, 465.00; ICMA, SE, 9502.56; INGRAM LIBRARY SERVICES, SU, 518.32; JJ ZUMBIENNEN, SE, 50.00; JOHN'S WELDING AND TOOL, SE, 285.00; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KELLY SUPPLY CO, SU, 30.02; KIM KUCERA, SE, 10.00; KRIZ-DAVIS, SU, 535.00; KTCH, SE, 556.00; L.G. EVERIST, SU, 675.27; LAQUINTA INNS & SUITES, SE, 91.00; LUTT OIL, SU, 4242.72; MAIN STREET AUTO CARE, SE,

100.00; MARCO, SE, 126.36; MATHESON-LINWELD, SU, 20.15; METERING & TECHNOLOGY SOLUTIONS, SU, 327.38; MIDWEST LABORATORIES, INC, SE, 2226.00; NE MOSQUITO, FE, 100.00; NE SAFETY COUNCIL, FE, 491.40; NeRPA, FE, 250.00; NORFOLK DAILY NEWS, SE, 37.50; NORFOLK SPORTING GOODS, SE, 44.25; NORTHEAST NE ECONOMIC DEV DIST, SE, 1214.16; NORTHEAST NE INS AGENCY, SE, 238.00; NORTHEAST POWER, RE, 440.21; NORTHEAST TIRE SERVICE, SE, 239.69; NSVFA, FE, 540.00; NSVFA, FE, 74.00; PAC N SAVE, SE, 300.20; PEERLESS WIPING CLOTH, SU, 320.00; PENGUIN RANDOM HOUSE, SU, 120.00; PITNEY BOWES, SE, 1497.56; QUALITY FOOD, SE, 330.75; ROSE, DAN, RE, 100.00; S & S WILLERS, SU, 305.96; SANDRY FIRE SUPPLY, SU, 754.00; SPARKLING KLEAN, SE, 3731.59; STADIUM SPORTING GOODS, SU, 584.00; STATE NEBRASKA BANK & TRUST, RE, 101725.00; SUPERCIRCUITS, SU, 775.31; T & S TRUCKING, SE, 219.60; THE RADAR SHOP, SE, 129.00; TITAN MACHINERY, SU, 283.84; US FOODSERVICE, SE, 498.75; VAKOC CONSTRUCT, SE, 1750.75; VAN DIEST SUPPLY, SE, 476.10; VERIZON, SE, 523.12; WAED, SE, 7216.66; WAYNE HERALD, SE, 1870.37; WAYNE SWIM TEAM, RE, 716.79; WAYNE VETERINARY CLINIC, SE, 168.00; WESCO, SU, 17289.06; AM CONSERVATION GROUP, SU, 297.57; AMERICAN BROADBAND, SE, 1,511.84; AMERITAS, SE, 92.73; AMERITAS, SE, 56.54; AMERITAS, SE, 72.00; AMERITAS, SE, 2407.14; APPEARA, SE, 60.65; AUTO ANATOMY ALTERNATIVES, SE, 48.91; BARONE SECURITY SYSTEMS, SE, 138.00; CITY EMPLOYEE, RE, 44.97; CITY EMPLOYEE, RE, 1102.37; CITY EMPLOYEE, RE, -44.97; CITY OF WAYNE, PY, 74222.57; COPY WRITE, SE, 269.32; GALE/CENGAGE LEARNING, SU, 98.76; GARNER, SEAN, RE, 98.73; GILL HAULING, SE, 170.50; GROSSENBURG IMPLEMENT, SU, 61.62; HAUFF MID-AMERICAN SPORTS, SU, 28.40; HD SUPPLY WATERWORKS, SU, 779.00; HOMETOWN LEASING, SE, 412.86; IRS, TX, 2911.46; IRS, TX, 10585.35; IRS, TX, 12448.70; JACK'S UNIFORMS, SU, 1124.00; KAUP SEED & FERTILIZER, SU, 337.50; KULHANEK, TUCKER, RE, 43.81; MATHESON-LINWELD, SU, 33.89; MILLER LAW, SE, 5256.57; MILO MEYER CONSTRUCTION, SU, 142.56; MUFFIN MORRIS, RE, 415.20; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 500.00; NE DEPT OF REVENUE, TX, 3504.86; NORTHEAST POWER, SE, 4260.00; ONE CALL CONCEPTS, SE, 92.55; ORIENTAL TRADING CO, SU, 77.76; PAC N SAVE, SU, 190.49; PAC N SAVE, SU, 228.54; SHOPKO, SU, 52.77; SIOUX CITY JOURNAL, SE, 437.60; SKARSHAUG TESTING LAB, SE, 617.70; SOUTHEAST LIBRARY SYSTEM, FE, 160.00; STAPLES ADVANTAGE, SU, 70.29; THREE RIVERS LIBRARY SYSTEM, FE, 10.00; TYLER TECHNOLOGIES, SE, 200.00; UTILITIES SECTION, FE, 180.00; VIAERO, SE, 137.25; WASTE CONNECTIONS, SE, 140.80; WAED, SE, 7216.66; WAYNE COUNTY CLERK, SE, 20.00; WAYNE HERALD, SE, 737.00; WAPA, SE, 22871.26; ZIMCO SUPPLY, SU, 780.00

Councilmember Haase 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, 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.

Councilmember Giese introduced Ordinance 2017-29, and moved for approval of the third and final reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2017-29

AN ORDINANCE TO AMEND TITLE XV LAND USAGE, CHAPTER 150 BUILDING REGULATIONS; CONSTRUCTION, SECTION 150.15 BUILDING CODE; BUILDING PERMITS; SECTION 150.16 ELECTRICAL CODE; SECTION 150.17 ONE AND TWO FAMILY DWELLING CODE; SECTION 150.18 PLUMBING CODE; PLUMBERS; SECTION 150.19 MECHANICAL CODE; SECTION 150.31 PROPERTY MAINTENANCE CODE; SECTION 150.32 ENERGY CONSERVATION CODE; AND SECTION 150.33 STRUCTURES DAMAGED BY FIRE, FLOOD, WIND, DISASTER OR OTHER CALAMITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

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

Phil Monahan, Fire Chief, requested Council consideration to approving the membership application of Joseph Burrows to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, to approve the membership application of Joseph Burrows to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, requested Council consideration to approving the membership application of Courtney Kamler to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to approve the membership application of Courtney Kamler to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, was present and stated he had obtained three proposals for the purchase of 11 air packs and accessories for the Fire Department. These air packs have a 15-year warranty. He recommended that the Council approve the low bid from Feld Fire for the sum of \$65,450. He noted that the Rural Fire District would also be purchasing 11 air packs from Feld Fire.

Councilmember Sievers introduced Resolution No. 2017-83 and moved for its approval; Councilmember Haase seconded.

#### RESOLUTION NO. 2017-83

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF AIR PACKS FOR THE WAYNE VOLUNTEER FIRE DEPARTMENT — FELD FIRE FOR \$65,450.00.

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

Brian Hass who lives at 705 W. 3<sup>rd</sup> Street (corner lot) was present asking for Council consideration to waiving the requirements of Section 152.131 Fences and Screens, specifically subsection (E):

***Sec. 152.131 (E): Where fences, screens or obstructions are constructed to obstruct view of obstacles such as garbage cans, air conditioners, open storage and similar uses, fences or screens shall not exceed the height specified for residential and non-residential areas; and, further, no such screen or fence shall be located in the front yard, or in the side yard, except the obstruction may be constructed in the side yards; providing, it is located between the rear property lines and the front building lines of the principal structure.***

Mr. Hass explained that he installed a privacy fence on his property in the spring. He had contacted someone at City Hall who told him as long as the fence was a privacy fence, that it was under 6' in height, and that it was on his property, no permit was needed, nor were there any other restrictions. He was also informed that it would be best if he had his property surveyed to make sure the fence was on his property, which he did. He was not aware of the fact that when he installed the fence that it had to stay in line with the house. He did take precautions

to make sure visibility was not a problem. It was noted that there is no sidewalk on the north side of his house.

Discussion took place regarding the fence being in his front yard because his address is on 3<sup>rd</sup> Street, rather than on Blaine Street. However, Mr. Hass enters and exits his home on the east side of the house or on Blaine Street.

When the question was asked, Joel Hansen, Zoning Administrator, explained he noticed the fence when he was across the street on a complaint.

A suggestion was for Council to do the same as they did with Brad Wieland last year on his privacy fence.

Another suggestion was to amend the City Code to require a building permit for fences, which would then require Mr. Hansen to review and inspect the same. Mr. Hansen stated the City Code does not recognize the front of the house. The code recognizes front yards, and it treats both sides of a corner lot the same.

Councilmember Eischeid thought that going forward, to put in a fence should require a building permit. It is too bad that Mr. Hass called City Hall, was told he did not need a permit, spent a lot of money on the fence, and then come to find out it is in the wrong spot.

Mayor Chamberlain stated if Brian's address were on 3<sup>rd</sup> Street, we would not be having this discussion.

Councilmember Karsky stated he was more hung up on the City fielding the calls.

Mr. Hansen stated that the City Code does allow fences in front yards, just not privacy fences that you cannot see through. He advised the Council that Brian's situation is essentially the same as Brad Wieland's situation.

Another suggestion was to amend the ordinance so that fences have the same requirements as campers.

Mr. Hansen stated he has the authority to change the address from 3<sup>rd</sup> Street to Blaine Street. If this request is not approved, Mr. Hansen would send Mr. Hass a notice giving him a timeline (30-60 days) to remove the fence.

Councilmember Giese stated if we let this matter die for lack of a motion, Mr. Hass will receive a notice that he will have to do something and then we can amend or create a new ordinance to exclude his house, and he will have his address changed by then.

Since no motion was made on the matter, said agenda item died for lack of a motion.

Mr. Hansen stated he would probably give Mr. Hass a six-month deadline because it is going to take some time for this to go through the Planning Commission.

Mayor Chamberlain asked that an ordinance for the building permit requirements be brought forward to make that change.

Kim McLaury of McLaury Engineering, Inc., was present to review Change Order No. 1 on the "4<sup>th</sup> Street Paving Project." The description for this change order is:

1. Rerouting the storm sewer along Tomar Drive;
2. Increasing the pipe size of mainline storm sewer along 4<sup>th</sup> Street to 42"; and
3. Eliminating the bio-swale east of Tomar Drive and north of 4<sup>th</sup> Street. In addition, there will be no change in time for this change order.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving Change Order No. 1 for the "4<sup>th</sup> Street Paving Project," which is a decrease in the amount of \$98,441.99 to A & R Construction Co. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Kim McLaury of McLaury Engineering, Inc., presented Contractor's Application for Payment No. 1 on the "4<sup>th</sup> Street Paving Project" for \$52,531.65 to A & R Construction Co.

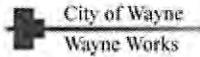
Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving Contractor's Application for Payment No. 1 for \$52,531.65 to A & R Construction Co., for the "4<sup>th</sup> Street Paving Project." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, to enter into executive session to receive an update on pending litigation regarding the electric distribution contract (to protect the public interest), and to allow the following persons to be in attendance: City Administrator Blecke, City Clerk McGuire, Attorney Miller, Police Chief Chinn, Electric Distribution Superintendent Sutton, and City Planner Hansen. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive session began at 6:22 p.m.

Mayor Chamberlain again stated that the matter to be discussed in execution session pertains to being updated on pending litigation regarding the electric distribution contract.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to resume open session. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:45 p.m.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:45 p.m.



Vendor	Payable Description	Payment Total
A & R CONSTRUCTION	PAVING 4TH/TOMAR DR	52,531.65
APPEARA	CAC MAT SERVICE	46.76
APPEARA	LINEN & MAT SERVICE	48.05
ARC-HEALTH & SAFETY	AED/CPR	27.00
BILL LOCKE CONSTRUCTION	OWNER OCCUPIED REHAB	5,560.00
BLACK HILLS ENERGY	GAS BILLS	309.02
BOMGAARS	TOOLS/BATTERIES/GLOVES/ROPE/FASTENERS	2,159.39
BSN SPORTS, INC	VOLLEYBALLS/WHISTLES/LANYARDS	223.90
CARROLL DISTRIBUTING	BRACKETS FOR STREET FROM CAC TO 5TH	681.02
CENTURYLINK	TELEPHONE CHARGES	416.59
CITY EMPLOYEE	VISION REIMBURSEMENT	237.66
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	82.89
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	8.54
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	74.93
CITY EMPLOYEE	HEALTH REIMBURSEMENT	23.30
CITY OF WAYNE	PAYROLL	74,296.89
CLAUSSEN, HEATHER	CPR/WSI CLASS	300.00
COMMUNITY HEALTH	PAYROLL DEDUCTION	3.00
CONTINENTAL FIRE SPRINKLER CO	ANNUAL FIRE INSPECTION	215.00
CUMMINS CENTRAL POWER, LLC	GENERATOR INSPECTIONS	908.60
DANKO EMERGENCY EQUIPMENT	FLAG SEAL	5.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,177.07
DEB BRODERS	AUDITORIUM DEPOSIT REFUND	150.00
DEMCO INC	BOOK COVERS	161.12
DUTTON-LAINSON COMPANY	BOLT ASSEMBLY	191.54
EAKES OFFICE PLUS	COPY CHARGES	1,784.16
ECHO GROUP INC JESCO	ELECTRIC SUPPLIES-NEW WWW BLDG	258.35
ED M. FELD EQUIPMENT CO INC	LED RECOIL FLASHLIGHTS/WAND/COMPRESSOR PARTS	478.25
FAITH REGIONAL PHYSICIAN SERV.	RANDOM TESTING	30.00
FIVE STAR ENTERPRISES, INC	LIBRARY MAGNETIC NAME TAGS	15.57
FLOOR MAINTENANCE	SHOWER CURTAIN/HOOKS	347.76
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	230.00
GERHOLD CONCRETE CO INC.	CONCRETE-CAC/5TH ST - 5HT/DEARBORN	7,322.40
GROSSENBURG IMPLEMENT INC	PLUG	2.07
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	128.77
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	57.09
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,505.52
INTOXIMETERS, INC	INTOXILIZER	2,747.50
JEO CONSULTING GROUP	SLUDGE LAND APPLICATION FORMS/AQUATIC CENTER	1,558.75
JOHN'S WELDING AND TOOL LLC	BOX & HINGE REPAIRS	249.22

Vendor	Payable Description	Payment Total
KARIAN PETERSON POWER LINE CONTRACTING, LLC	BORING-GOLF COURSE,,JAXON,TACO'S,GRAINLAND	55,153.25
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KRIZ-DAVIS COMPANY	WIRE	391.43
KRUSE, LANCE	UTILITY REFUND	186.87
KTCH AM/FM RADIO	CAC RADIO ADS	88.00
LAQUINTA INNS & SUITES	LODGING-BREITKREUTZ/SCHROEDER	659.70
LAUREL RECREATION	5TH/6TH TEAM VOLLEYBALL REGISTRATION	150.00
MAIN STREET AUTO CARE	REPAIR SENIOR VAN-STRUTS	936.39
METERING & TECHNOLOGY SOLUTIONS	SENSUS ERT WATER METERS	2,911.44
MOTOROLA SOLUTIONS, INC	DISPATCH CONSOLE RADIO	179,302.00
NAPA OF WAYNE	BATTERIES	237.36
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	381,690.37
NICK MUIR	BUILDING PERMIT DEPOSIT	250.00
NLA	MEMBERSHIP DUES	255.00
NLA	CONFERENCE REGISTRATION-K WARNER	170.00
NLA	MEMBERSHIP DUES	-255.00
NORTHEAST NE ECONOMIC DEV DIST	16-CD-005 PLANNING STUDY/WRLF SERVICES	12,579.81
NORTHEAST POWER	WHEELING CHARGES	12,842.38
OLSSON ASSOCIATES	RICE COMPLIANCE	445.25
QUALITY 1 GRAPHIC	COROPLAST SIGNS	60.00
RESCO	SECTIONALIZING CABINET/GLOVES/LED HEADLAMP	816.48
SKARSHAUG TESTING LAB INC	GLOVE & SLEEVE TESTING	203.38
STADIUM SPORTING GOODS	VOLLEYBALL SHIRTS	12.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	35.31
STATE NEBRASKA BANK-PETTY CASH	GREEN TEAM RECYCLING PETTY CASH	100.00
TITAN MACHINERY	FILTERS/ELEMENTS	283.84
ULINE	NITRILE GLOVES	201.49
UNITED WAY	PAYROLL DEDUCTION	5.00
US BANK	REGISTRATION/WORKTABLE/MONITORS/AIR GAPS/TOOLS	3,630.27
US FOODSERVICE, INC.	SENIOR CENTER FOOD SERVICE	553.47
VAKOC CONSTRUCT	SEPARATING WALL FOR POLICE IMPOUND	1,008.99
VIAERO WIRELESS	CELL PHONE	110.39
WAYNE COMMUNITY SCHOOLS	CAC YEARBOOK AD	200.00
WESCO DISTRIBUTION INC	RISER LAG SCREW/LED BULBS/SPLICER CLEANER	693.36
WISNER WEST	FD-GASOLINE	72.95
WRIEDT PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	100.00
	<b>Grand Total:</b>	<b>822,326.51</b>

**RESOLUTION NO. 2017-84**

WHEREAS, Jerrae & David Braun, d/b/a “Udder Delights” made application to the Nebraska Liquor Control Commission for a Retail Class CK Liquor License at 209 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 September 21, 2017; and

WHEREAS, a hearing was held on October 3, 2017, 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/not be recommended for approval to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 3<sup>rd</sup> day of October, 2017.

THE CITY OF WAYNE, NEBRASKA,

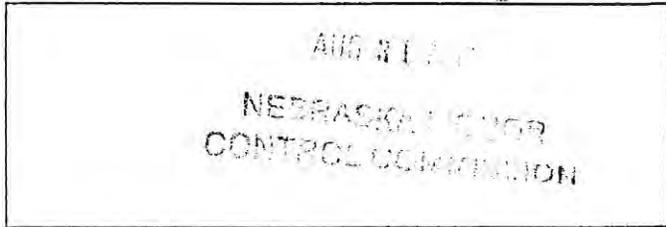
By \_\_\_\_\_  
Mayor

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/



**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
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE -- MUST INCLUDE SUPPLEMENTAL FORM 120
- 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 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**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 NA Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) Udder Delights

Street Address #1 209 E 7th St

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

City Wayne County Wayne Zip Code 68787

Premises Telephone number 402-375-1855

Business e-mail address Davebraun1968@gmail.com

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

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

Name Jerrae Braun

Street Address #1 209 E 7th St

Street Address #2 B

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 30 x width 40 in feet  
Is there a basement? Yes  No  If yes, length 30 x width 40 in feet  
Is there an outdoor area? Yes  No  If yes, length 10 x width 40 in feet

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

see attached

One story bldg approx 30' x 40' including basement plus outdoor area to the north approx 10' x 40'

ok per attached

## Porter, Michelle

---

**From:** Dave Braun <davebraun1968@gmail.com>  
**Sent:** Sunday, September 10, 2017 6:23 PM  
**To:** Porter, Michelle  
**Subject:** Re: Application for Class C License

Please accept our partnership application and cancel our individual application.

Yes, our building is approximately 30' X 40' with a full basement. The basement is for storage and the mechanical room. No customers go down there. We have an outdoor patio approximately 10' X 40' with a garden wall and a natural gas fire pit.

As for the traffic violations, we have not had any for a long time (like 20 years). We have no idea of dates. I called and was told to just fill it out like that.

On Wed, Sep 6, 2017 at 10:43 AM, Porter, Michelle <michelle.porter@nebraska.gov> wrote:

I will step need a follow-up on #3 and #4 below. Thank you.

Jarrae,

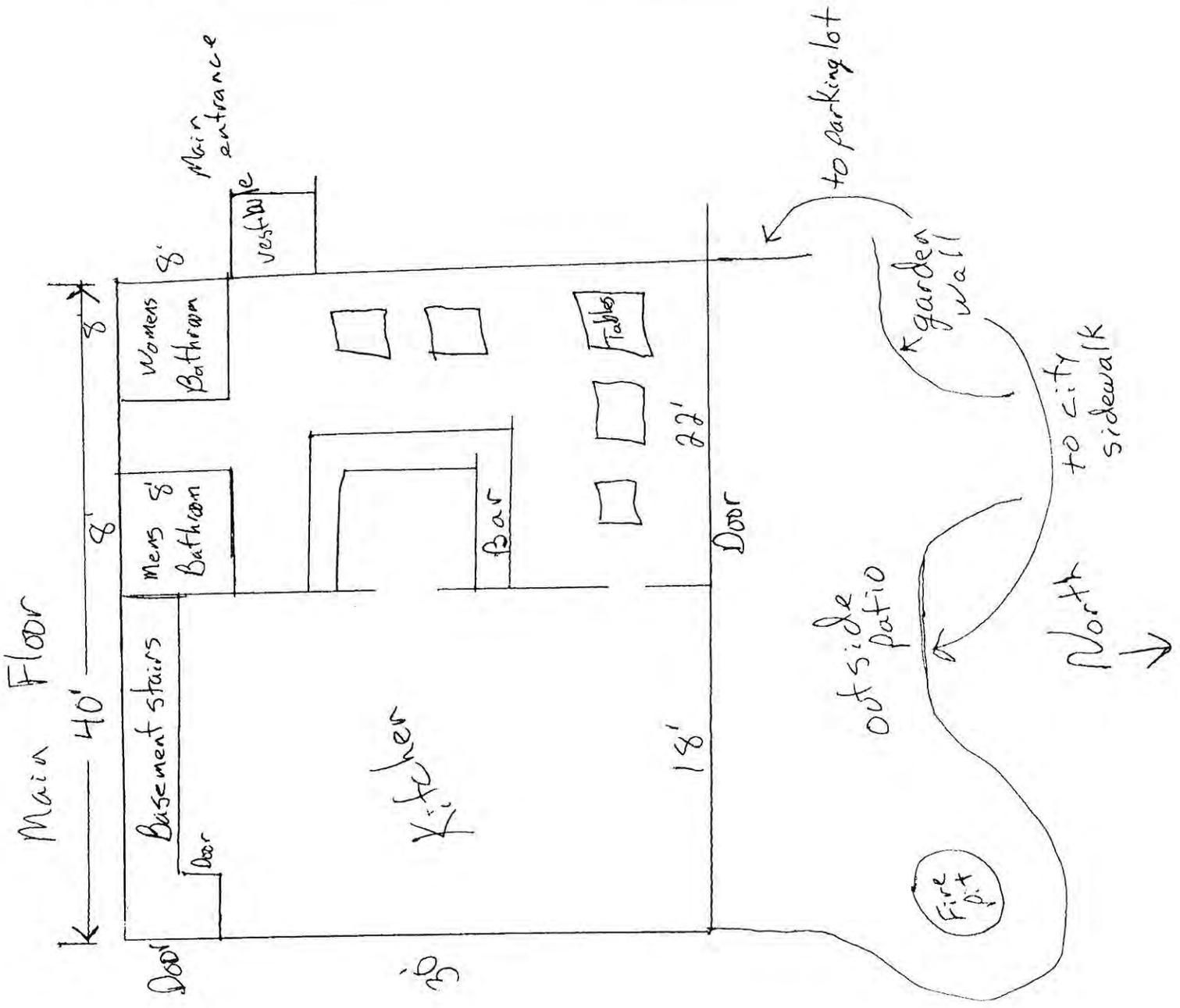
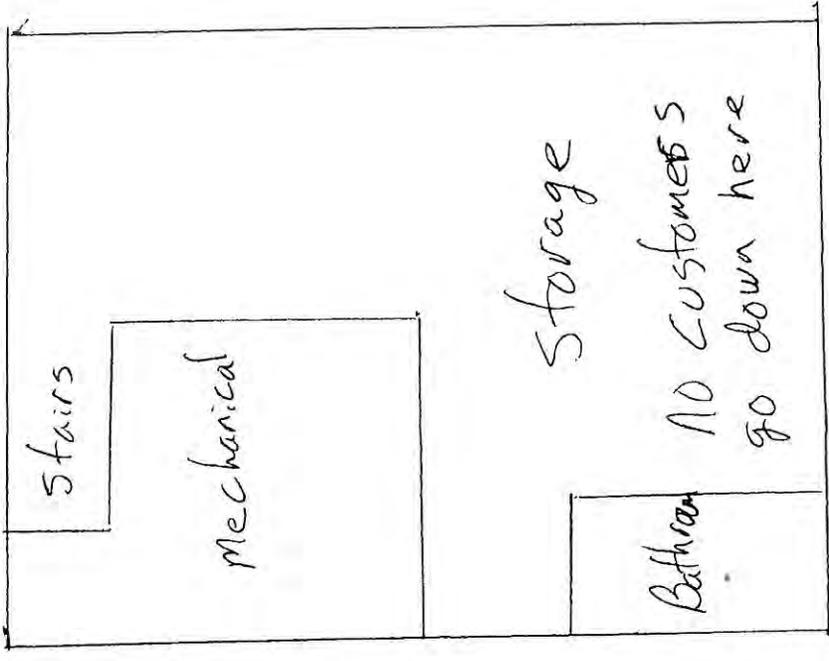
As per our conversation today, I have been assigned your application for a Class C liquor license. I have a few things that I will need in order to process your application.

You can fax or email the information below to my attention:

- 1) Form #147 will need to completed.
- 2) Partnership form and withdrawal note of individual application per our conversation.
- 3) Is the correct written description: "One story bldg. approx. 40'x30' plus outdoor area to the north approx. 10' x 40'" Is the basement to be included?
- 4) If you have more information on the traffic violations listed, please included a separate piece of paper listing a description of these charges.

Thank you,

# Basement



**APPLICANT INFORMATION**

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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
David Braun			traffic violations	
Jerrae Braun			traffic violations	

2. Are you buying the business of a current retail liquor license?

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES  NO

If yes, give name and license number \_\_\_\_\_

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES  NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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) State Nebraska Bank

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)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

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

YES  NO

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.

State Nebraska Bank, David Braun, Terrae Braun

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.

none

*Needs training*

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)

List of NLCC certified training programs

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? already open - not selling alcohol

15. What will be the main nature of business? food

16. What are the anticipated hours of operation? 7am - 10pm

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		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Wayne NE	1991	Present	Wayne NE	1991	Present

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.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Jerrae Braun  
Signature of Applicant

David Braun  
Signature of Spouse

Jerrae Braun  
Print Name

David Braun  
Print Name

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

ACKNOWLEDGEMENT

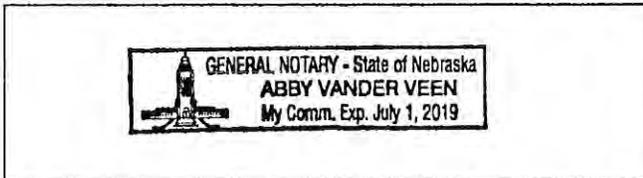
State of Nebraska  
County of Wayne

The foregoing instrument was acknowledged before me this

29th day of August, 2017 by \_\_\_\_\_  
date

Jerrae Braun & David Braun  
name of person(s) acknowledged (individual(s) signing)

Abby Vander Veen  
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.

**APPLICATION FOR LIQUOR LICENSE  
PARTNERSHIP  
INSERT - FORM 2**

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

**Partner(s), including spouses, are required to adhere to the following requirements**

- 1) Must be a citizen of the United States
- 2) At least one (1) partner must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate, INS papers or US Passport
- 4) Fingerprints are required. See Form 147 for further information, this form MUST be included with your application
- 5) Must sign the signature page of the Application for License form
- 6) Primary Partner may be required to take a training course
- 7) Be a registered voter in the State of Nebraska, include a copy of voter registration card with application

Name of Primary Partner (Please note if your partnership is a husband/wife combination then opposite spouse will need to complete the additional partner section on the next page)

Last Name: Braun

First Name: Jerrae MI: M

Home Address: 510 Hillcrest Rd City: Wayne Zip Code: 68787

Social Security Number: \_\_\_\_\_ Date of Birth: 10/8/69

Home Telephone Number: 402-369-1472

Driver's License Number: \_\_\_\_\_ State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES  NO

If yes, provide your spouse's information below

Spouses Last Name: Braun

Spouses First Name: David MI: L

Social Security Number: \_\_\_\_\_ Date of Birth: 9/1/68

Driver's License Number: \_\_\_\_\_ State: NE

Name of additional partner(s) (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

Last Name: Braun

First Name: David MI: L

Home Address: 510 Hillcrest RD City: Wayne Zip Code: 68287

Social Security Number: \_\_\_\_\_ Date of Birth: 9/1/68

Home Telephone Number: 402-369-3894

Driver's License Number: \_\_\_\_\_ State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES

NO

If yes, provide your spouse's information below

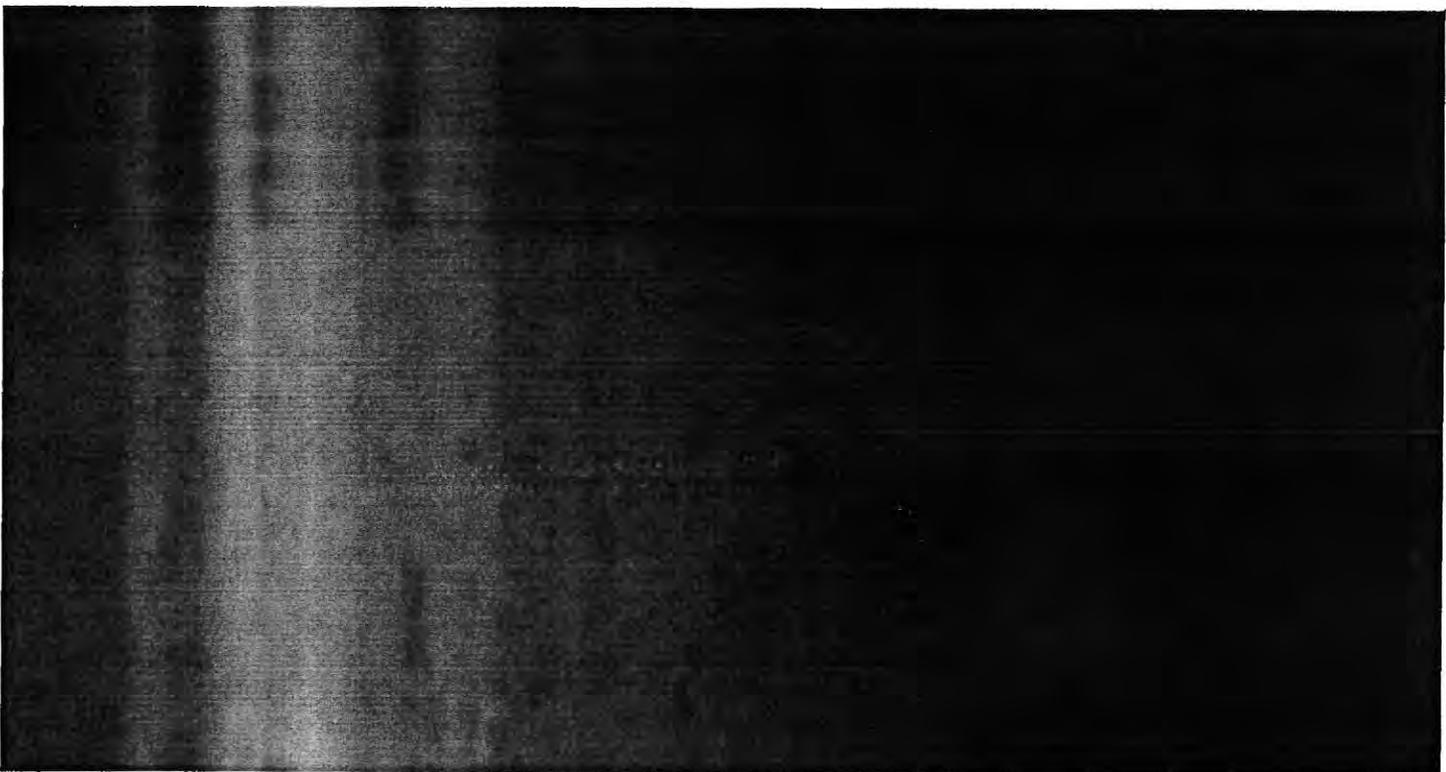
Spouses Last Name: Braun

Spouses First Name: Jerrae MI: M

Social Security Number: \_\_\_\_\_ Date of Birth: 10/8/69

Driver's License Number: \_\_\_\_\_ State: NE

If necessary, this page can be copied for additional partner information



For Official Use Only

NEBRASKA DOCUMENTARY STAMP TAX DATE <u>April 14, 1997</u> \$ <u>126.00</u> BY <u>[Signature]</u>	STATE OF NEBRASKA } WAYNE COUNTY } ss.
	Filed for Record <u>April 14</u> 1997
	at <u>10:20</u> o'clock <u>A</u> M. Recorded
	on Microfilm No. <u>970383</u> <u>Debra Finn by Shaulpa Biezmann</u> County Clerk and Ex-Officio Recorder <u>Deputy</u>

JOINT TENANCY WARRANTY DEED

Carol E. Seymour and Ronald F. Seymour, wife and husband, GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration received from GRANTEE, David Louis Braun and Jerrae Marie Braun, husband and wife, conveys to GRANTEE, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

✓ All of Lot One (1), Block Three (3), North Addition to the City of Wayne, Wayne County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, easements, covenants, applicable zoning ordinances and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed this 3<sup>rd</sup> day of April, 1997.

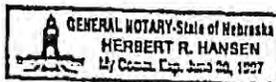
Carol E. Seymour  
 Carol E. Seymour, Grantor

Ronald F. Seymour  
 Ronald F. Seymour, Grantor

STATE OF NEBRASKA     )  
   ) ss.  
 COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me on this 3 day of April, 1997, by Carol E. Seymour and Ronald F. Seymour, wife and husband.

Herbert R. Hansen  
 Notary Public



# # 11 Business Plan

## Udder Delights

209 East 7<sup>th</sup> Street

Wayne, Nebraska 68787

**Mission:** To provide the community of Wayne with a unique dining experience with an extensive menu and specialized ice cream deserts.

**Vision:** To expand the menu to include alcoholic beverages and alcohol-infused ice cream drinks.

**History:** Dave and Jerrae Braun purchased Udder Delights in 1997, and operated the eight seat drive in diner for nine years. In 2007, Udder Delights was rebuilt, adding 25 seats, a larger kitchen, and making the building handi-cap accessible. At this time, breakfast was added to the menu. After eleven years Udder Delights is ready to expand the menu again. **This expansion will include one of a kind ice cream infused treats.** Not only is this new for Udder Delights but it is unique to the area. The menu expansion will include beer, wine and several creative ice cream creations such as, "floatinis", "drunken shakes" and "fundaes". Since the restaurant is currently up and running we will have a minimal start up cost that will include purchase of alcohol and souvenir glassware. Udder Delights is hoping to launch the new menu in October 2017.

**RESOLUTION NO. 2017-85**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF AN LED MESSAGE CENTER SIGN FOR THE WAYNE COMMUNITY ACTIVITY CENTER.**

WHEREAS, 4 bids were received for the purchase of an LED Message Center Sign for the Wayne Community Activity Center; and

WHEREAS, said bids were reviewed by City Staff; and

WHEREAS, City Staff is recommending that the bid of \_\_\_\_\_ be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the purchase of an LED Message Center Sign for the Wayne Community Activity Center, as submitted by the following company, is reasonable and responsive, and the same is hereby accepted:

**Bidder**

**Amount of Bid**

BE IT FURTHER RESOLVED that the bid, as above set forth and filed with the City Clerk be and the same is hereby accepted.

PASSED AND APPROVED this 3<sup>rd</sup> day of October, 2017.

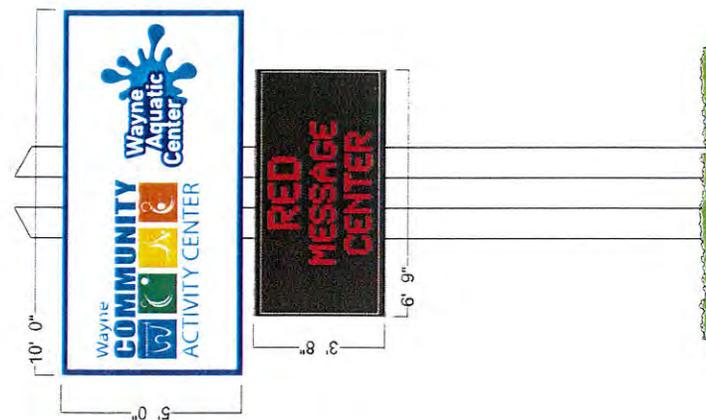
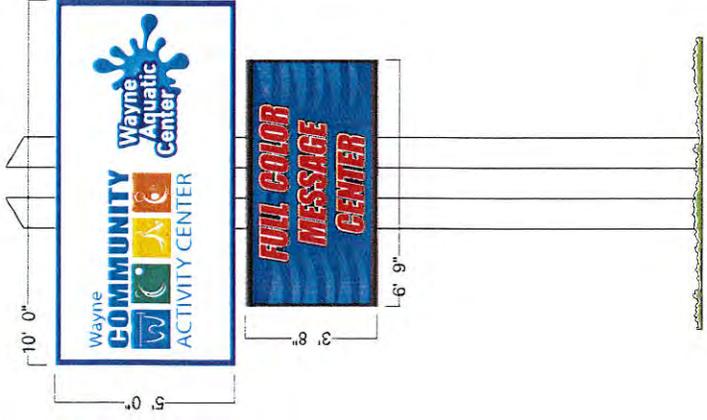
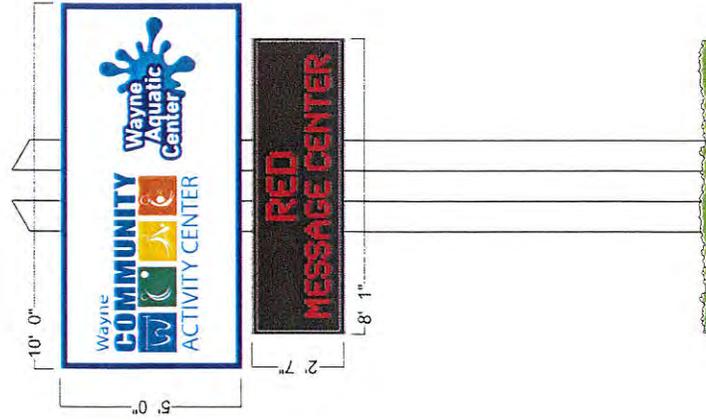
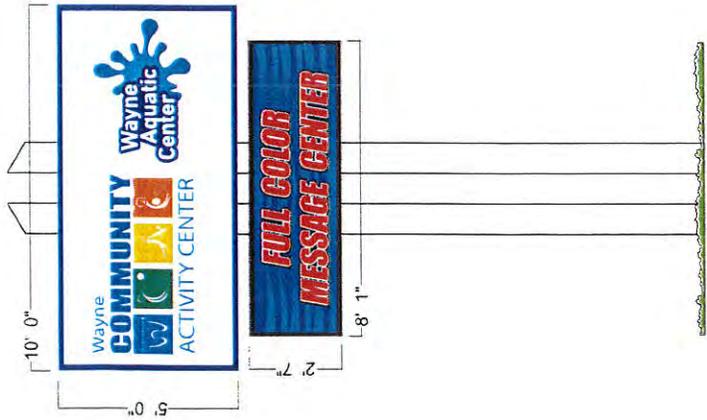
THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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





**ACE Sign DISPLAYS** 402.494.4555  
 800.889.4555  
 So. Sioux City, NE 68776 Fax 402.494.1490

*This design is property of Ace Sign Displays. All rights reserved until sold.*

Salesman: Chad Umstead  
 File: WayneActivityCenter-SEP10CT17

Scale: 1/4" = 1' 0"  
 Design: #181.17B

I authorize ACE SIGN DISPLAYS to complete the work as outlined in this artwork



MANUFACTURERS OF IDEAS  
 Commercial Signs - Sign Service - Billboards  
 Electronic Signs - LED Lighting - Awnings - Vehicle ID  
 www.lovesignco.com

**MANUFACTURING AGREEMENT**

*In Agreement with*

**Wayne Community Center**

*Phone*

**(402) 551-1500**

*Estimate Date*

**9/11/2017**

*Street*

*Location*

*City*

**Wayne**

*Customer State*

**Nebraska**

*Zip Code*

**68787-**

*City State*

**Furnish and Install:**

One 52-1/2" by 94" double face internally illuminated sign. Sign to be of aluminum, & steel construction. Illumination to be with 800MA high output lamps & ballast. Sign faces to be digitally printed flex material. Sign to be installed on existing structure. Quote to include removal & disposal of existing sign. (Final electrical hook-up by others) (\$6,587.87)

\*Prep, prime where needed, & paint poles. (\$535.45)

One double face electronic message display. Display to be of aluminum construction. Illumination to be with LED's. Display to be installed on existing structure. (Final electrical hook-up by others)

\*2'-7" by 8'-1" full color 19.8MM (\$21,620.84)

\*2'-7" by 8'-1" monochrome 19.8MM (\$17,366.56)

Plus applicable sales tax if required

\*Customer is responsible for locating any private underground utility lines.

All signs are custom built products and, at the option of the seller, require payment in advance with order. Installation price is due upon installation. Fifty percent is due upon acceptance and the balance due upon installation. 2% discount if paid in full upon acceptance. Contract prices are guaranteed for 60 days and may be subject to change after that time. AN ADDITIONAL 3% TRANSACTION FEE FOR CREDIT CARD PAYMENTS. (2% Prepay discount does not apply if paying by credit or debit card)

This contract, with all conditions as noted, is herewith accepted by both parties.

**Jill Sock**

*Sales Representative*

**Love Signs, Inc.**

**Wayne Community Center**

*Purchaser*

*By*

*Title*

*By*

*Title*

*Date*

**NORFOLK**

1805 South 13th Street  
 P.O. Box 807  
 Norfolk, NE 68701  
 402-371-4674

**LINCOLN**

3500 Cleveland #2  
 P.O. Box 4548  
 Lincoln, NE 68504  
 402-325-0293

**GRAND ISLAND**

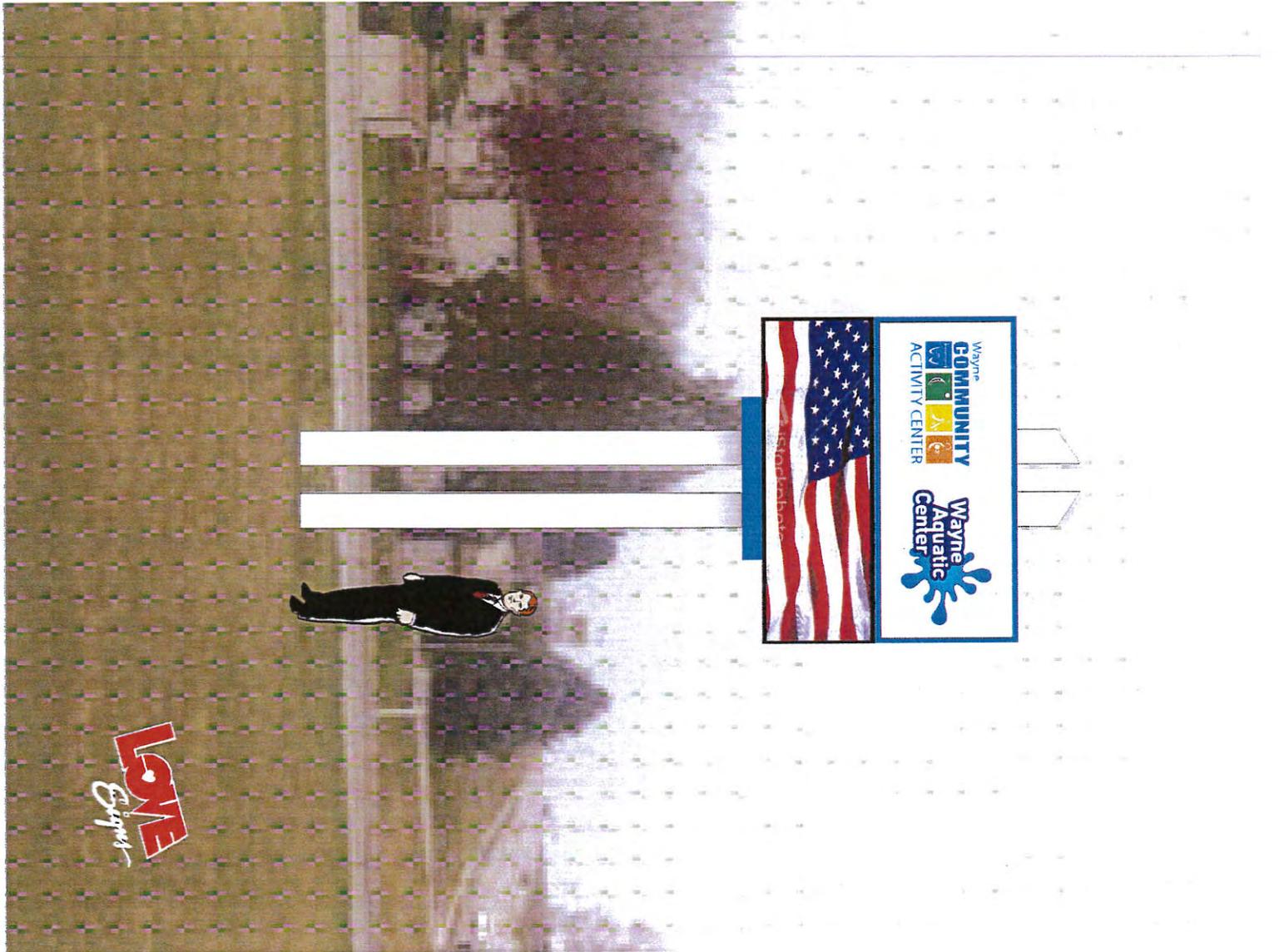
3030 West Old Hwy 30  
 P.O. Box 5791  
 Grand Island, NE 68802  
 308-381-5525



LOVE  
Simpson



LOVE  
Simpson



**LOVE**  
*Wayne*



### QUOTATION

Account Name	City of Wayne	Created Date	9/20/2017
Quote Number	00072303	Expiration Date	11/17/2017
Contact Name	Bryce Meyer	Prepared By	Matthew Frey
Title	Recreation Director	Title	Display & Scoring Consultant
Phone	(402) 375-4803	Phone	(618) 659-7506
Fax	(402) 375-7903	Fax	(618) 659-1821
Email Address	<a href="mailto:bmeyer@cityofwayne.org">bmeyer@cityofwayne.org</a>	Email Address	<a href="mailto:mfrey@nevco.com">mfrey@nevco.com</a>

Quantity	Model/Part #	Product Description	Pixels (H x W)	Dimensions L x H x W/D
2.00	ADL8-3	Illuminated Sign		8'x3'
1.00	MC-20mm-C-DS-3x8	20mm Full Color LED Message Center - Double-Sided	40 x 112	8'x3'x16"
1.00	MC-Temp Sensor	LED Message Center - Photo Cell & Temp Sensor Pkg		
1.00	MC-Wireless Comm	LED Message Center - Wireless Communication		

Ttl Shipping Wt (lbs)	1,010	Subtotal	\$25,384.87
County	Wayne	Freight	\$580.75
		<b>Total</b>	<b>\$25,965.62</b>

Customers who purchased items in this quote also purchased the following:

#### Slim Shot Clocks



- Three shot clock sizes, all with a 2" depth, to meet your venue's needs
- Bright, long lasting, energy-efficient LED's reduce power consumption and operating expense
- New durable Lexan face and lightweight aluminum cabinet design can withstand heavy impact
- Integrates with Nevco accessories, such as End of Period lights, and Locker Room Clocks
- Daisy chaining capability allows for single or double sided mounting

#### Scorbitz



- Unlimited advertising revenue potential
- Real-time, streaming scores and updates on your smart phone and other internet devices
- Post or check upcoming game schedules
- Send notifications to phone to let fans know the game is about to start and after the game with the final score
- Enhance your relationships with fans and alumni

**PROOF INCLUDES:**

- Full Color LED Message Center -  
Double-Sided  
(2) 3'H x 5'W 20mm
- Illuminated Sign  
(2) 3'W x 3'H



This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and/or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO, INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED OR DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO, INC.

# INTEGRATED DISPLAY AND SCORING SOLUTIONS

## 20mm True Color

CABINET SIZE	VIEWING MATRIX	NUMBER OF LINES		CHARACTER HEIGHT RANGE		CHARACTERS PER LINE		ACTUAL WEIGHT		MAXIMUM POWER	
		Hx W	Hx W	Min. Char. Size	Max Char. Size	Min. Char. Size	Max Char. Size	Lbs.	Watts	Amps at 120 VAC	Amps at 240 VAC
2' x 10'	24 x 144	3	1	5.5"	18"	28	7	152	816	6.8	3.4
3' x 8'	40 x 112	5	1	5.5"	31"	22	4	190	1056	8.8	4.4
3' x 10'	40 x 144	5	1	5.5"	31"	28	5	245	1356	11.3	5.7
3' x 12'	40 x 176	5	1	5.5"	31"	35	6	305	1656	13.8	6.9
4' x 8'	56 x 112	7	1	5.5"	44"	22	3	238	1476	12.3	6.2
4' x 10'	56 x 144	7	1	5.5"	44"	28	4	417	1396	15.8	7.9
4' x 12'	56 x 176	7	1	5.5"	44"	35	4	406	2316	19.3	9.7
4' x 15'	56 x 240	7	1	5.5"	44"	48	6	536	3156	26.3	13.2
6'9" x 9'5"	96 x 144	12	1	5.5"	72"	28	2	507	3240	27	13.5
6'9" x 12'7"	96 x 192	12	1	5.5"	72"	38	2	676	4320	36	18
6'9" x 15'9"	96 x 240	12	1	5.5"	72"	48	3	845	5400	45	22.5

### 20mm True Color

PIXEL PITCH	20mm (0.78"); 232 pixels per sq. ft.
COLOR	Full 24-bit true color
COLOR CAPABILITY	16.7 million colors
DISPLAY ELEMENT	3 LEDs per pixel
PIXEL BRIGHTNESS	7,000 NIT (cd/m <sup>2</sup> )
VIEWING ANGLE	Horizontal: 140 degrees / Vertical: 60 degrees
OPERATING TEMP	-40°- 150° F
CONTRAST ENHANCEMENT	Horizontal lowers
CONTROLLER	Standard Windows based PC or Laptop (not included)
MESSAGE STORAGE	Solid State Flash (no moving parts for high reliability); compressed image format
GRAPHIC CAPABILITIES	Text, animations, logos, multiple fonts, moving messages, corporate advertising, time & temperature, etc
CONTROL SOFTWARE	Nevco Composer™ creation and scheduling software, included with purchase price of each message center
COMMUNICATION OPTIONS	Ethernet (Cat5 or fiber cable) or RF Wireless
POWER	Input: 85 - 265 VAC; Power factor correction for reduced power consumption
DISPLAY DIMMING	16 levels of brightness/auto dimming
DISPLAY CABINET	Reinforced cabinet; weather resistant aluminum
PAINT	Weather resistant with UV inhibitor for long-lasting, durable black finish (PMS by quote)
COMPLIANCE INFORMATION	CUL, UL Listed; FCC, CE Industry Canada
OPERATING ENVIRONMENT	Outdoor/Indoor
GUARANTEE	5 Year limited guarantee

Additional sizes are available. Your local Nevco Display and Scoring Consultant will review all aspects of the project with you, ensuring selection of the correct display type and matrix.

GUARANTEE: 5 YEAR LIMITED WARRANTY  
 U.S. SERVICE: 1-800-851-4040 INTERNATIONAL SERVICE: 1-618-664-0360 CANADA SERVICE: 1-800-461-8550



BUILD YOUR OWN DISPLAY AND SCORING SYSTEM ONLINE AT:  
**WWW.NEVCO.COM**

U.S. & CANADA: 800-851-4040 INTERNATIONAL: 618-664-0360  
 FAX: 618-664-0398 E-MAIL: INFO@NEVCO.COM

## QUOTATION

Account Name	City of Wayne	Created Date	9/20/2017
Quote Number	00072305	Expiration Date	11/17/2017
Contact Name	Bryce Meyer	Prepared By	Matthew Frey
Title	Recreation Director	Title	Display & Scoring Consultant
Phone	(402) 375-4803	Phone	(618) 659-7506
Fax	(402) 375-7903	Fax	(618) 659-1821
Email Address	<a href="mailto:bmeyer@cityofwayne.org">bmeyer@cityofwayne.org</a>	Email Address	<a href="mailto:mfrey@nevco.com">mfrey@nevco.com</a>

Quantity	Model/Part #	Product Description	Pixels (H x W)	Dimensions L x H x WD
1.00	ADL8-3	Illuminated Sign		8'x3'
1.00	ADL8-3	Illuminated Sign		8'x3'
1.00	MC-16mm-M-DS-3x8-R	16mm Monochrome LED Message Center - Double-Sided	48 x 144	8'x3'x16"
1.00	MC-Temp Sensor	LED Message Center - Photo Cell & Temp Sensor Pkg		
1.00	MC-Wireless Comm	LED Message Center - Wireless Communication		

Total Shipping Wt (lbs)	1,040	Subtotal	\$20,956.32
County	Wayne	Freight	\$598.00
		<b>Total</b>	<b>\$21,554.32</b>

Customers who purchased items in this quote also purchased the following:

### Slim Shot Clocks



- Three shot clock sizes, all with a 2" depth, to meet your venue's needs
- Bright, long lasting, energy-efficient LED's reduce power consumption and operating expense
- New durable Lexan face and lightweight aluminum cabinet design can withstand heavy impact
- Integrates with Nevco accessories, such as End of Period lights, and Locker Room Clocks
- Daisy chaining capability allows for single or double sided mounting

### Scorbitz



- Unlimited advertising revenue potential
- Real-time, streaming scores and updates on your smart phone and other internet devices
- Post or check upcoming game schedules
- Send notifications to phone to let fans know the game is about to start and after the game with the final score
- Enhance your relationships with fans and alumni

# INTEGRATED DISPLAY AND SCORING SOLUTIONS

## 16mm Monochrome

CABINET SIZE H x W	VIEWING MATRIX H x W	NUMBER OF LINES		CHARACTER HEIGHT RANGE		CHARACTERS PER LINE (APPROX.)		ACTUAL WEIGHT		MAXIMUM POWER	
		Min. Char. Size	Max Char. Size	Min. Char. Size	Max Char. Size	Min. Char. Size	Max Char. Size	Lbs.	Watts	Amps at 120 VAC	Amps at 240 VAC
1' x 6'	16 x 96	2	1	4.4"	10"	19	9	50	108	1.3	0.7
1' x 8'	16 x 144	2	1	4.4"	10"	28	14	65	156	2.0	1.0
2' x 6'	32 x 96	4	1	4.4"	20"	19	4	87	215	2.7	1.3
2' x 8'	32 x 144	4	1	4.4"	20"	28	7	120	312	4.0	2.0
2' x 10'	32 x 176	4	1	4.4"	20"	34	9	173	384	4.9	2.5
2' x 12'	32 x 224	4	1	4.4"	20"	44	10	209	456	6.3	3.1
3' x 6'	48 x 96	6	1	4.4"	30"	19	3	126	312	4.0	2.0
3' x 8'	48 x 144	6	1	4.4"	30"	28	5	172	468	6.0	3.0
3' x 10'	48 x 176	6	1	4.4"	30"	34	6	208	576	7.4	3.7
3' x 12'	48 x 224	6	1	4.4"	30"	44	7	258	732	9.4	4.7
3' x 16'	48 x 288	6	1	4.4"	30"	57	9	343	948	12.1	6.1
4' x 8'	64 x 144	8	1	4.4"	40"	28	4	225	636	8.1	4.0
4' x 10'	64 x 176	8	1	4.4"	40"	34	5	273	768	9.9	4.9
4' x 12'	64 x 224	8	1	4.4"	40"	44	6	352	980	12.6	6.3
4' x 16'	64 x 288	8	1	4.4"	40"	57	8	469	1296	16.2	8.1

### 16mm Monochrome

PIXEL PITCH	16mm (0.63"); 363 pixels per sq. ft.
COLOR	Amber or Red
COLOR CAPABILITY	256 Shades
DISPLAY ELEMENT	2 LEDs per pixel
PIXEL BRIGHTNESS	8,000 NIT (cd/m2)
VIEWING ANGLE	Horizontal: 140 degrees / Vertical: 60 degrees
OPERATING TEMP	-40° - 150° F
CONTRAST ENHANCEMENT	Horizontal lowers
CONTROLLER	Standard Windows based PC or Laptop (not included)
MESSAGE STORAGE	Solid State Flash (no moving parts for high reliability); compressed image format
GRAPHIC CAPABILITIES	Text, animations, logos, multiple fonts, moving messages, corporate advertising, time & temperature, etc.
CONTROL SOFTWARE	Nevco Composer™ creation and scheduling software, included with purchase price of each message center
COMMUNICATION OPTIONS	Ethernet (Cat5 or fiber cable) or RF Wireless
POWER	Input: 85 - 265 VAC; Power factor correction for reduced power consumption
DISPLAY DIMMING	16 levels of brightness/auto dimming
DISPLAY CABINET	Reinforced cabinet; weather resistant aluminum
PAINT	Weather resistant with UV inhibitor for long-lasting, durable black finish (PMS by quote)
COMPLIANCE INFORMATION	CUL, UL Listed; FCC, CE Industry Canada
OPERATING ENVIRONMENT	Outdoor/Indoor
GUARANTEE	5 Year limited guarantee

Additional sizes are available. Your local Nevco Display and Scoring Consultant will review all aspects of the project with you, ensuring selection of the correct display type and matrix.

GUARANTEE: 5 Year limited guarantee. For more information, please contact your local Nevco Display and Scoring Consultant.

U.S. SERVICE: 1-800-851-4040

INTERNATIONAL SERVICE: 1-618-664-0360

CANADA SERVICE: 1-800-461-8550

BUILD YOUR OWN DISPLAY AND SCORING SYSTEM ONLINE AT:

[WWW.NEVCO.COM](http://WWW.NEVCO.COM)

U.S. & CANADA: 800-851-4040 INTERNATIONAL: 618-664-0360

FAX: 618-664-0398 E-MAIL: [INFO@NEVCO.COM](mailto:INFO@NEVCO.COM)



MAXIMIZE YOUR IMPACT™



INTEGRATED DISPLAY AND SCORING SOLUTIONS

## Warranty and Limitation of Liability

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Nevco with respect to equipment supplied by Nevco to Purchaser. By accepting delivery of equipment from Nevco, Purchaser agrees to be bound by and accept these terms and conditions. It is specifically agreed that the price of the equipment is based upon the terms of this Warranty and Limitation of Liability.

NEVCO WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH HEREIN UPON RECEIPT OF FULL PAYMENT FOR EQUIPMENT PURCHASED FROM NEVCO.

### 1. Warranty Coverage

**A.** Nevco, Inc. scoreboards, marquees, message centers, video boards\* and Stadium Pro loudspeaker enclosures are guaranteed for a period of five (5) years from the date of invoice against defects in workmanship or material (defined below).

\*Video Board exclusions include Model 8815, 8825, 8835, and 8845.

Wireless components, portable scoreboards and solar power kit carry a two (2) year guarantee from date of invoice. Scoring tables, hand-held controls and switches carry a one (1) year guarantee from date of invoice. The Stadium Pro loudspeaker front printed scrim is guaranteed for one (1) year from the date of invoice. Video Board Models 8815, 8825, 8835, and 8845 are guaranteed for one (1) year from date of invoice, unless additional years of warranty is purchased.

For products supplied by third-party suppliers (i.e. cameras, computers, computer monitors, radar guns, loudspeakers, amplifiers and associated electronics), Purchaser agrees to accept the manufacturer's warranty, if any, in lieu of any warranty by Nevco.

**B.** Nevco's obligation under this Warranty shall be limited to repair or replacement, at its option, of any equipment or part thereof. Unless otherwise directed by Nevco, any defective equipment or part thereof shall be returned to Nevco for repair or replacement. Nevco may, at its option, provide on-site warranty service. Nevco shall have a reasonable period of time to make such repairs or replacements. Nevco will pay no charges for time or materials used by others in making repairs or replacements.

**C.** Purchaser shall pay ground transportation charges for the return of any defective equipment or parts thereof. If returned equipment or parts thereof are repaired or replaced under the terms of this warranty, Nevco will prepay surface postage transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the equipment or parts thereof back to the Purchaser. All returns must be pre-approved by Nevco.

before shipment. Nevco shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

**D.** Defects shall be defined as follows. Excepting LEDs, a "Defect" shall refer to a material variance from the design specification that prohibits the equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. This warranty does not impose any duty or liability upon Nevco for partial LED pixel degradation. Nor does this warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE OF PURCHASER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEVCO, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

## **2. Exclusion from Warranty Coverage**

The warranty does not impose any duty or liability upon Nevco for:

- A.** Any damage occurring, at any time, during shipment of equipment unless provided elsewhere. When returning equipment or parts thereof to Nevco for repair or replacement, Purchaser assumes all risk of loss or damage and agrees to use only shipping containers provided by Nevco, if any, and to ship the equipment or parts in the manner prescribed by Nevco;
- B.** Any damage caused by the unauthorized adjustment, repair or service of the equipment by anyone other than personnel of Nevco or its authorized repair agents;
- C.** Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;
- D.** Damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Nevco's reasonable control;
- E.** Failure to adjust, repair or replace any item of equipment if it would be impractical for Nevco personnel to do so because of connection of the equipment by mechanical or electrical means to another device not supplied by Nevco, or the existence of general environmental conditions at the site that pose a danger to Nevco personnel;

F. Any damage arising from the use of the equipment in any application other than the application for which it is intended, unless, upon request, such use is specifically approved in writing by Nevco;

G. Any preventative maintenance.

### **3. Limitation of Liability**

Nevco shall be under no obligation to furnish service under this Warranty if alterations are made to the equipment or parts thereof without the prior written approval of Nevco.

In no event shall Nevco (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment or parts, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Nevco has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort, statutory duty, indemnity, contribution, or otherwise.

In no event shall Nevco be liable to Purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the purchase price of the equipment actually delivered to and paid for by the Purchaser.

### **4. Assignment of Rights**

The Warranty contained herein extends only to the original end-user (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Nevco.

### **5. Dispute Resolution**

Any dispute between the parties will be resolved exclusively and finally by arbitration administered by USA&M-Midwest and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Edwardsville, Illinois. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

### **6. Governing Law**

Both parties consent to the application of the laws of the State of Illinois to govern, interpret, and enforce all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.



# Omaha Neon Sign Company

1120 N 18th Street | Omaha 68102 | 402.341.6077 | 402.341.7654 fax

## AGREEMENT FOR CUSTOM SIGN PRODUCTS AND SERVICES

Date: 9/21/2017

Salesperson: Kyle Conry

Purchaser:

Nevco Inc.  
215 e. Harris Ave.  
Greenville Il 62246

JOB NAME & LOCATION:

City of Wayne  
901 West 7<sup>th</sup> St  
Wayne Ne

CONTACT :  
PHONE :

EMAIL:

OMAHA NEON SIGN CO., INC. ("Omaha Neon"), will furnish Purchaser with hereinafter described custom sign products and services, further detailed in drawing(s) 110231 \_\_\_\_\_ and/or other specifications attached to and made a part of this agreement. Agreement is made according to Conditions of Agreement and Security Agreement attached to and made a part of this agreement.

Receive inspect and install one d/f cabinet with a d/f full color message unit. The cabinet and message unit will be installed on an existing two pole structure. The existing sign will be discarded.

Cost to be: 4200.00

Plus permits

Electrical by others.

Permit cost included

Electrical cost by others

PERMITS AND REMITTANCE COSTS WILL BE BILLED SEPARATELY, UNLESS SPECIFICALLY IDENTIFIED HEREIN. CUSTOMER IS RESPONSIBLE FOR ELECTRICAL HOOK-UP. AGREEMENT MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

Omaha Neon will furnish sign products and services specified herein for the sum of:

**\$4200.00**

Payment to be made as follows:

**50% required with signed contract to initiate work ordered and balance due upon completion.**

All past due balances are subject to a finance charge of 1.5% per month.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Omaha Neon Sign Co., Inc. to carry fire, tornado and other necessary insurance. Omaha Neon workers are fully covered by Workmen's Compensation insurance.

Accepted by:

Date of Acceptance:

\_\_\_\_\_  
OMAHA NEON SIGN CO., INC.

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

Customer Acceptance:

Date of Acceptance:

\_\_\_\_\_  
CUSTOMER SIGNATURE

1. The prices stated are subject to change for errors in plans, designs, specifications or drawings furnished by the purchaser.
2. OMAHA NEON SIGN CO., INC., ("Omaha Neon"), assumes no responsibility for the accuracy of plans specifications, designs or drawings provided by the purchaser. The purchaser agrees to indemnify and hold harmless Omaha Neon from any liability for any claims of infringement of the trademarks, service marks, logos, trade names, copyrights, and other proprietary rights of third parties arising out of constructing the signage according to purchaser's plans, designs, specifications or drawings.
3. No portion of this agreement may be changed or modified unless such changes or modifications are approved in writing by Omaha Neon.
4. All federal, state and local sales or use taxes are the responsibility of the purchaser.
5. Omaha Neon will not be responsible for delays in shipments or installation of the sign resulting from delays caused by suppliers or transportation services or by labor disputes or due to any other circumstances beyond its control.
6. Omaha Neon retains a security interest and lien on all goods covered by this agreement, and said goods shall not be deemed to constitute a part of the realty to which they may be attached until the purchase price is paid in full. Omaha Neon is given an express lien upon said goods both erected and unerected notwithstanding the manner in which the goods are annexed or attached to the realty. Purchaser agrees to sign any financing statements requested by Omaha Neon to record and perfect such security interest. In the event of default by the purchaser, including but not limited to non-payment of any amounts when due, Omaha Neon may, in addition to any other remedies at law or in equity, at once (and without process of law), without being guilty of trespassing, (a) take possession of and remove, as and when it sees fit and wherever found, all goods covered by this agreement, and/or (b) place a covering over the goods or otherwise render them unusable by purchaser as and when it sees fit, which covering shall not be removed or interfered with in any way by the purchaser.
7. This agreement shall be construed according to the laws of Nebraska. In the event any lawsuit is brought by Omaha Neon for the breach of the terms and conditions of this agreement, then the purchaser shall pay all costs of litigation, together with Omaha Neon's reasonable attorney fees.
8. Unless otherwise noted, the prices herein are FOB Omaha Neon offices in Omaha, Nebraska.
9. All provisions contained herein are an integral part of this agreement. There are no other agreements or understandings of any nature concerning same unless specifically incorporated into this agreement by reference.
10. Omaha Neon agrees that the sign will be constructed within six months after the last date that the purchaser has provided Omaha Neon with all materials or specifications or instructions needed to complete construction of the sign. At such point in time as the sign is ready to be installed and if, within thirty (30) days after notification by Omaha Neon to purchaser that the sign is ready for installation, the purchaser refuses or fails to pay Omaha Neon the purchase price hereof, then Omaha Neon shall be entitled to a financing charge at the rate of one and one-half percent per month (18% per annum), (or, if lower, the highest legal rate of interest which purchaser may be charged) from and after thirty (30) days subsequent to the date that Omaha Neon has notified Buyer that the sign is ready to be installed.
11. Ownership of original art used on a sign or designed by Omaha Neon shall remain the sole and exclusive property of Omaha Neon. Such art shall not be used without the express permission of Omaha Neon. Purchaser agrees that violation of this condition will cause irreparable damage to Omaha Neon.
12. All shipments will be made freight collect unless purchaser specified otherwise. If the purchaser requests the shipment to be prepaid, the purchaser will be designated as the shipper. If the purchaser requests Omaha Neon to prepay the freight charges, or if the Interstate Commerce Commission regulations permit common carrier to demand that Omaha Neon prepay the freight charges, Omaha Neon will bill the freight charges to the purchaser at actual cost plus a ten percent (10%) service charge.
13. Omaha Neon's responsibility for safe delivery of goods ceases when goods are accepted by the carrier. Freight claims must be filed by the purchaser. The customer is cautioned to examine and test each item when received, note any damage or shortage on the freight delivery receipt, and request an immediate inspection by the carrier's claim department to facilitate filing of the claim.
14. The prices stated do not include the cost of permits or the cost of variance appeals including attorney's fees required to obtain permits, which costs, if incurred by Omaha Neon will be paid by the purchaser.
15. The prices stated do not include the primary electrical circuitry from the purchaser supplied source to the foundation in the case of ground signs nor do they include the cost of the primary electrical circuitry from the purchaser supplied source to the sign location on building signs.
16. Omaha Neon warrants the goods quoted against defective workmanship and materials (except lamps) for one (1) year from date of shipment. Labor for replacement of transformers, ballasts, and electrical equipment is not included in the warranty. In the event the installation is effected by Omaha Neon, warranty includes labor for a period of ninety (90) days. Whenever there is any circumstance on which a claim might be based, Omaha Neon must be informed in writing within ten (10) days, or the provisions of this warranty are null and void. No allowance will be made for any expense incurred in repairing any defective material or supplying any missing parts except on the prior written consent of Omaha Neon. Any part found by Omaha Neon to be defective due to faulty workmanship or materials, if returned prepaid within the warranty period, will be repaired or replaced, FOB point of production. Omaha Neon reserves the right to repair or replace in whole or part. If the replacement part is shipped prior to receipt of the returned part, a charge for the replacement part shall be made pending return and examination of the part claimed defective. This warranty is extended to purchaser only.  
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING FROM THIS SALE. IT BEING THE INTENTION OF THE PARTIES THAT THE FOREGOING EXPRESS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY OF OMAHA NEON AND BE IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR EXPRESSED.  
PURCHASER'S REMEDIES FOR BREACH OF THIS WARRANTY ARE LIMITED TO REPAIR OR REPLACEMENT AT OMAHA NEON OPTION AS HEREIN ABOVE PROVIDED AND SUCH REMEDIES SHALL BE IN LIEU OF ANY RIGHT PURCHASER MAY OTHERWISE HAVE TO RECOVER CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO RECOVER FOR BREACH OF WARRANTY, NEGLIGENCE OR STRICT TORT LIABILITY.
17. The foregoing warranty shall not apply to any goods that have been tampered with, altered, or serviced or repaired by anyone other than Omaha Neon or its authorized representative, or to defects resulting from (a) failure to properly install the signage in accordance with Omaha Neon's instructions, if not installed by Omaha Neon; (b) misuse; (c) normal wear and tear; or (d) constructing the signage according to purchaser's plans, designs, specifications or drawings.
16. Prices for installation do not apply to cities where local codes require design criteria in excess of that quoted in condition No. 20.
19. Prices for installation are predicated on standard installation conditions and do not take into consideration non-standard soil conditions, installations at inaccessible areas, nonstandard building conditions, etc. Prices for installing items on structures supplied by the purchaser are predicated on the assumption that the structures furnished by the purchaser are structurally sound for accepting Omaha Neon goods without modification. Exterior or interior building rework required to support signs is not included in this quotation, unless otherwise noted. Whenever installation requires penetration of a roof surface Omaha Neon shall not be responsible for making any such attachment point, weather tight. Purchaser agrees to hold Omaha Neon harmless from all damages for repair of roof surfaces as well as from any consequential damages to contents, individuals, other parts of the structure, business interruption, loss of business and any other liability of any kind or nature.
20. Prices are predicated on the assumption that signs, structures and installations are constructed to withstand static pressures of 30 PSF under twenty five (25) feet in height, and are based on installation of foundations in dry, stable soil (free of rock, water or obstructions) having minimum soil bearing capacity of 3,000 PSF. The purchaser warrants the ground location of signs to be free of rock and other obstructions. Purchaser agrees to pay all additional costs resulting from the discovery of rock, water or obstructions when incurred by Omaha Neon in installing signs at purchaser designated locations.

**Purchaser acknowledges these Conditions of Agreement and Security Agreement. By: \_\_\_\_\_**

**PERSONAL GUARANTEE:** In consideration of credit being extended by Omaha Neon to the above named Purchaser for merchandise to be purchased whether Purchaser be an individual or individuals, a proprietorship, a partnership, a corporation or other entity; the undersigned guarantor or guarantors each hereby personally and unconditionally contract and guarantee to Omaha Neon the faithful payment, when due, of all accounts of said Purchaser. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantor, notice of extension of credit to Purchaser, presentment and demand for payment on Purchaser, protest and notice to undersigned guarantor or guarantors extension of time of payment to Purchaser or with respect to any security held by Omaha Neon extension of time to Purchaser, acceptance of partial payment or partial compromise,

all other notices to which undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.

<b>Name of Personal Guarantor(s)</b> (Please Print Name):	<b>Signed:</b>	<b>Dated:</b>



363 N. Elm GRAND ISLAND, NE. 68801-4650  
 Phone: (308) 384-6335 Fax: (308) 384-0483

PROPOSAL: 9853

DATE: 09/27/2017

Customer Information  
 Name; Address; City, State, Zip

Job Location  
 Or Ship To Address

Billing Address  
 Name; Address; City, State, Zip

Bryce Meyer (recreation director) City of Wayne	901 W 7 <sup>th</sup> Street Wayne, NE 68787	Wayne Community Activity Center 901 W 7 <sup>th</sup> Street Wayne, NE 68787
Customer Phone:	Customer Fax:	Email:

TRICITY SIGN COMPANY will furnish buyer with one or more hereinafter described signs according to drawing number \_\_\_\_\_ and according to the terms and conditions hereunder.

**\*Option 1 (with new structure)**

Furnish and install (1) new 5'-6" x 15' double-face illuminated pylon sign. Faces are flexible Cooley material with vinyl graphics Price: **\$9,988.00**

Furnish and install (1) double-face 20mm message center with a matrix size of 36 x 144 and a viewing area of 2'-4 1/2" x 9'-6" long Price: **\$17,926.00**

Price: **\$27,914.00**..... plus sales tax and permit fee if applicable

**\*\*Option 2 (with existing structure)**

Furnish and install 910 double-face LED illuminated 3' x 10' pylon sign on the existing column. Face material solar grade Lexan with vinyl graphics. This includes removal of existing sign and the addition of (2) flat aluminum panels mounted to existing posts Price: **\$3,275.00**

Furnish and install (1) double-face 20mm RGB message center with a matrix size of 36 x 144 with a viewing area of 3'-11" x 8'-8" Price: **\$24,900.00**

Price: **\$28,175.00**..... plus sales tax and permit fee if applicable

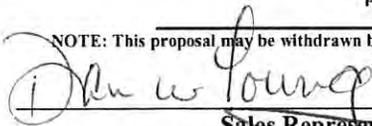
50% down payment before completion

Final electrical hook up to be completed by others

Sales Tax Status: Taxable  Exempt  Sales Tax # \_\_\_\_\_ State \_\_\_\_\_

All signs are custom built products and, at the option of seller, require payment in advance with order. Installation price is due upon installation. It is the responsibility of the purchaser to provide electrical power to the sign and to provide the final hookup.

NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days. This Contract with all conditions as noted, is herewith accepted by both parties.

  
 Sales Representative  
 TRI-CITY SIGN COMPANY

\_\_\_\_\_  
 Purchaser  
 By \_\_\_\_\_

By Dan Young  
 Title Sales

Title \_\_\_\_\_  
 Guaranteed By \_\_\_\_\_  
 Acceptance Date \_\_\_\_\_

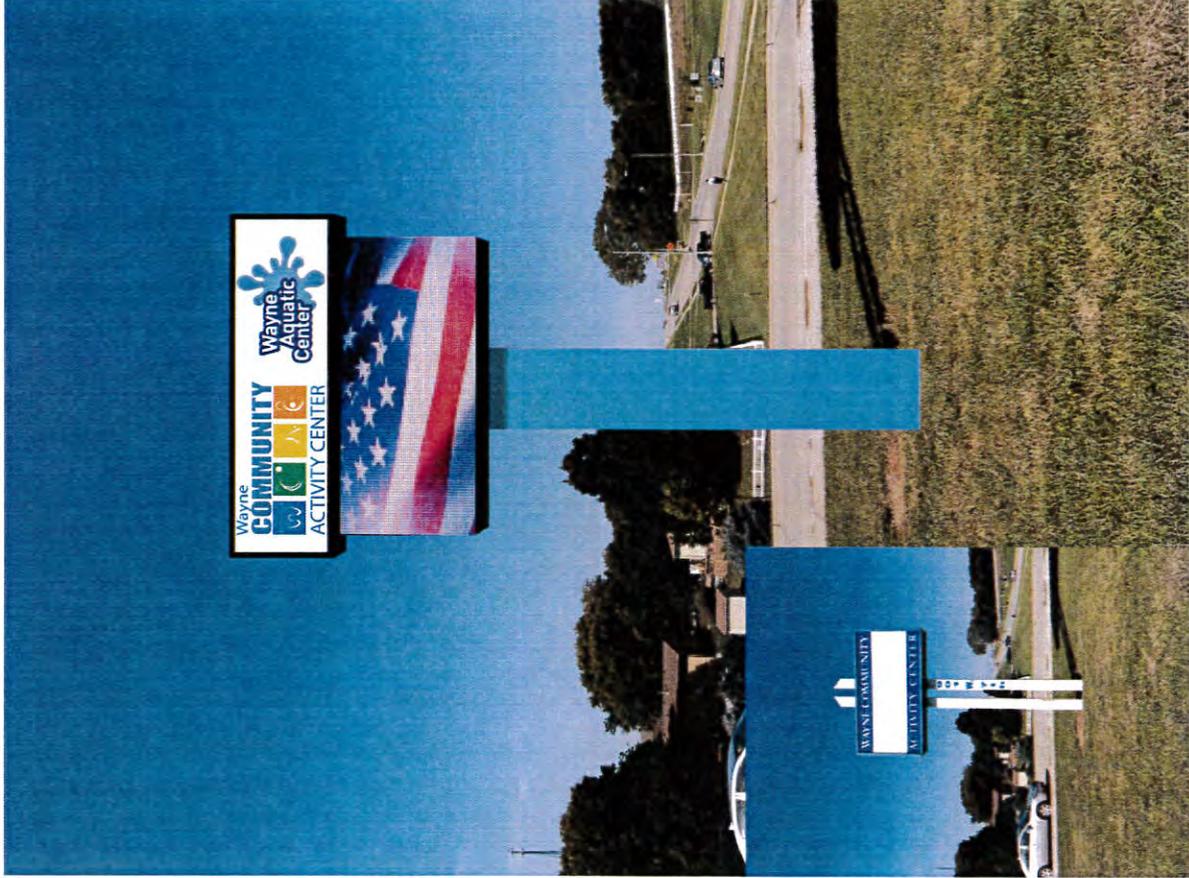
**SCALE - 3/8" = 1'-0"**

REMOVE EXISTING SIGNS FROM POLE STRUCTURE. COVER POLE STRUCTURE WITH .080 ALUMINUM PANELS ON EACH SIDE OF THE TWO POLES. PAINT THE ALUMINUM AND SIDES OF THE POLES PMS 2985C BLUE. MANUFACTURE (2) TWO INTERNALLY ILLUMINATED S/F CABINET SIGNS TO BE MOUNTED BACK TO BACK ON THE POLE STRUCTURE WITH BLACK ALUMINUM FILLER PANELS AROUND THE SIDES. THE CABINETS WILL BE MOUNTED TO THE FURTHEST MOST TOP OF THE SIGN. THEY WILL HAVE DIGITALLY PRINTED GRAPHICS & WILL BE ILLUMINATED BY WHITE LED LAMPS. IN ADDITION WE WILL PROVIDE & MOUNT (2) LED DISPLAYS BACK TO BACK ON THE POLE STRUCTURE DIRECTLY BELOW THE LIGHTED CABINETS WITH BLACK ALUMINUM FILLER PANELS AROUND THE SIDES.



**Optec Model:  
INF-MOD-20-RGB-Z-P-D-QR**

**Display Specifications**  
 Product Line:  
 LED Pixel Pitch: 20.0mm  
 Matrix Size: 50 x 132  
 Viewing Area: 3' 11 1/4" x 8' 7 15/16"  
 Cabinet Size: 3' 11 1/4" x 8' 7 15/16" x 6 1/2"  
 Color: RGB  
 Color Processing: RGB 281 Trillion Levels-M  
 LED's per pixel: Red: 1 Green: 1 Blue: 1  
 Character Size: 5.5 inches  
 # of Lines/Char. Line: 7 line(s), 22 characters



**DESIGN TYPE**

INTERIOR  EXTERIOR

NEON DISPLAYS  CHANNEL LETTERS

NON-ILLUM SIGNAGE  REY CHANNEL LETTERS

DIANEL POLE SIGN  SINGLE POLE SIGN

MONUMENT SIGN  DIRECTIONAL

CHANGEABLE MESSAGE BOARD/LED DISPLAYS

**PROJECT TYPE**

NEW CONSTRUCTION

REMODELING

TENANT CHANGES

LANDLORD IMPROVEMENTS

CORPORATE CHANGES

AMENDMENTS TO EXISTING SIGNAGE

**This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.**

**NOTICE:**

ALL GRAPHIC REPRODUCTIONS ARE SUBJECT TO APPROVAL BY THE CITY OF TRI-CITY PRIOR TO ANY FABRICATION OF PRODUCT. TRI-CITY SIGN COMPANY HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sales Rep: \_\_\_\_\_



DRAWING NO. **6656**

SALESPERSON: Dan Young

DRAWN BY: *Dan Young*

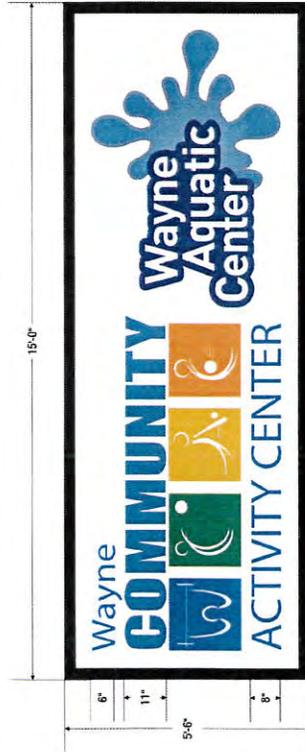
Scale: As Noted. INSPECTED BY:

Date: 08.20.17

Revised:

**SCALE - 3/8" = 1'-0"**

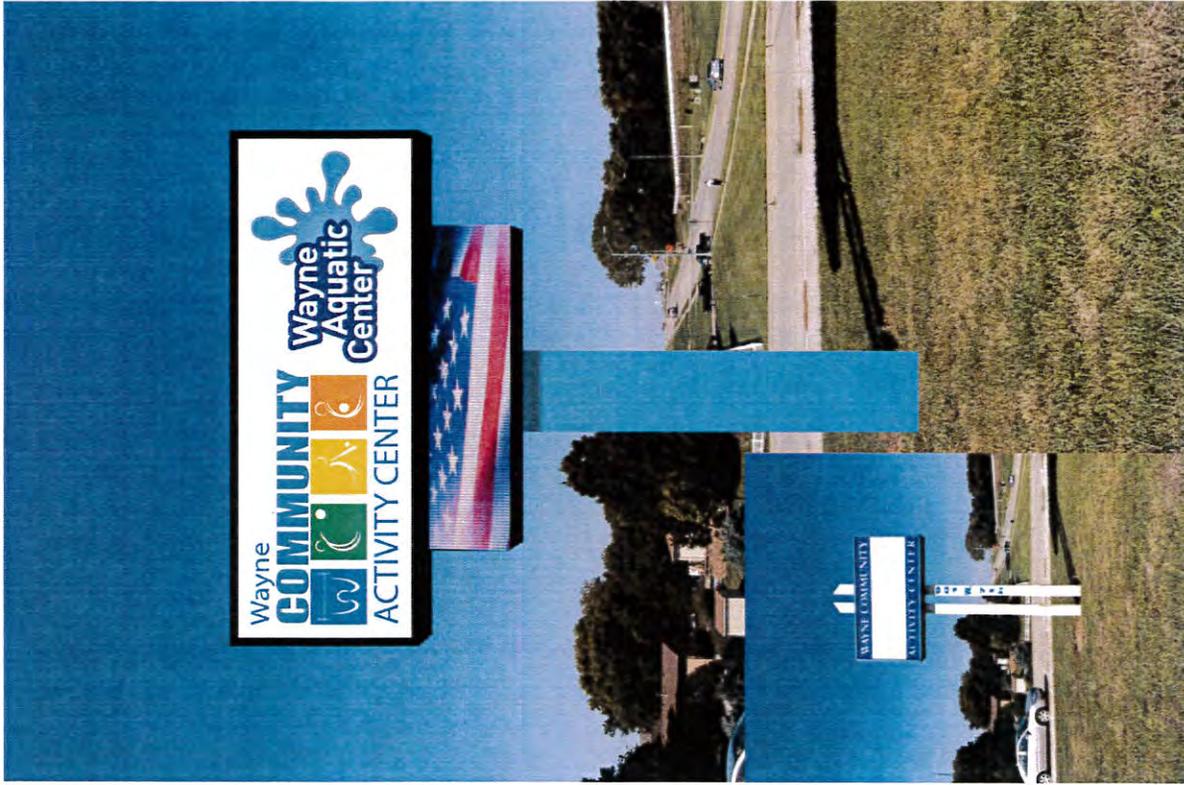
REMOVE EXISTING SIGNS AND POLE STRUCTURE. MANUFACTURE & INSTALL (1) ONE NEW D/F INTERNALLY ILLUMINATED PYLON SIGN WITH A POLE COVER AND LED MESSAGE DISPLAY. THE CABINET WILL BE FABRICATED OF A WELDED ANGLE-IRON STRUCTURE SKINNED WITH PRE-FINISHED BLACK ALUMINUM WITH 3" BLACK ALUMINUM RETAINERS HOLDING IN WHITE FLEXIBLE FACES THAT HAVE DIGITALLY PRINTED GRAPHICS APPLIED TO THE FIRST SURFACE & WILL BE ILLUMINATED BY WHITE LED LAMPS. IN ADDITION WE WILL PROVIDE & MOUNT (2) LED DISPLAYS BACK TO BACK ON THE POLE COVER DIRECTLY BELOW THE CABINET WITH BLACK ALUMINUM FILLER PANELS AROUND THE SIDES. THE ALUMINUM POLE COVER WILL BE PAINTED PMS 2985C BLUE.



**Optec Model:  
INF-MOD-20-RGB-Z-P-D-QR**

**Display Specifications**

Product Line:  
LED Pixel Pitch: 20.0mm  
Matrix Size: 36 x 144  
Viewing Area: 2' 4 3/8" x 9' 5 3/8"  
Cabinet Size: 2' 4 3/8" x 9' 5 3/8" x 6 1/2"  
Color: RGB  
Color Processing: RGB 261 Trillion Levels-M  
LED's per pixel: Red: 1 Green: 1 Blue: 1  
Connector Size: 2.5 inches  
# of Linear Char. Line: 4 line(s), 24 characters



DESIGN TYPE

INTERIOR

EXTERIOR

NEON DISPLAYS

CHANNEL LETTERS

NON-ILLUM SIGNAGE

REY CHANNEL LETTERS

DUEL POLE SIGN

SINGLE POLE SIGN

MONUMENT SIGN

DIRECTIONAL

CHANGEABLE READER BOARD/ELE. DISPLAYS

PROJECT TYPE

NEW CONSTRUCTION

REMODELING

TENANT CHANGES

LANDLORD IMPROVEMENTS

CORPORATE CHANGES

AMENDMENTS TO EXISTING SIGNAGE

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

**NOTICE:**

ALL GRAPHIC REPRODUCTIONS ARE SUBJECT TO THE APPROVAL OF THE MANUFACTURER PRIOR TO ANY FABRICATION OF PRODUCT. TRI CITY SIGN COMPANY HOLDS ALL AGREEMENTS FINAL AND TO CLIENT APPROVAL.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Scale Rep: \_\_\_\_\_ Date: \_\_\_\_\_



DRAWING NO. **6689**

SALESPERSON: Dan Young

DRAWN BY: *[Signature]*

Scale: As Noted. INSPECTED BY:

Date: 06.26.17

Revised:

**RESOLUTION NO. 2017-86**

**A RESOLUTION APPROVING A FACILITY USE AGREEMENT  
BETWEEN THE CITY OF WAYNE AND THE AMERICAN NATIONAL  
RED CROSS.**

WHEREAS, the City of Wayne, Nebraska, wishes to enter into a Facility Use Agreement with the American National Red Cross to provide a physical facility or physical facilities to support personnel who are providing services to individuals affected by disasters.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Facility Use Agreement with the American National Red Cross, a copy of which is attached hereto, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 3<sup>rd</sup> day of October, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



Facility Use Agreement  
Disaster Cycle Services Job Tools  
DCS JT-C DMWT / Facility Management

**Facility Use Agreement**

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster.

**Parties and Facility**

Owner:

Legal name:

\_\_\_\_\_

Address:

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

24-hour Point of Contact:

Name and title:

\_\_\_\_\_

Work phone:

Cell  
phone/pager:

\_\_\_\_\_

Address for Legal Notices (only if different from address above):

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



Red Cross:

Legal name: The American National Red Cross

Chapter Name:

CAPITAL & EASTERN NEBRASKA

Chapter address:

220 OAKCREEK DR  
LINCOLN, NE 68528

24-Hour Point of Contact:

Name and title:

Gina Troneone SP4

Work phone:

712-455-5667

Cell phone/pager:

402-990-6190

Address for Legal Notices:

\_\_\_\_\_

Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List," and attach facility list, including complete street address of each building that is part of this agreement. In addition, if only a portion of the building is part of this agreement, then include a description of that portion of the building.)

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



Facility Use Agreement  
Disaster Cycle Services Job Tools  
DCS JT-C DMWT / Facility Management

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross's activities at the Facility are concluded. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the expressed, written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form* to record any damage or conditions.

9. Fee (This paragraph is not applicable when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.): Both parties must initial the applicable statement below:

- a. Owner will not charge a fee for the use of the Facility in recognition of the services the Red Cross provides to the community. Owner initials: \_\_\_\_\_ Red Cross initials: GT
- b. The Red Cross will pay \$\_\_\_\_\_ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: \_\_\_\_\_ Red Cross initials: \_\_\_\_\_

10. Reimbursement: The Red Cross will reimburse the Owner for the following:

- a. Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. (Only when Facility is used as a shelter or Service Center) Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	<u>GT</u>
Gas	_____	<u>GT</u>
Electricity	_____	<u>GT</u>
Waste Disposal	_____	<u>GT</u>



**Terms and Conditions**

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for any of the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		GT
Storage of supplies		GT
Parking of vehicles		GT
Disaster Shelter		GT

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's Facility/Shelter Opening/Closing Form to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. **Food Services** (This paragraph is applicable only when the Facility is used as a shelter or service center.): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. **Custodial Services** (This paragraph is applicable only when the Facility is used as a shelter or service center.): Upon request of the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of these services at the direction of and in cooperation with the Red Cross Manager.

6. **Security/Safety:** In coordination with the Facility Coordinator; the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.



Facility Use Agreement  
Disaster Cycle Services Job Tools  
DCS JT-C DMWT / Facility Management

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

THE AMERICAN NATIONAL RED CROSS

Owner (legal name)

(legal name)

By (signature)

By (signature)

Name (printed)

Name (printed)

Title

Title

Date

Date

*Gina M. Troncone*

GINA M TRONCONE

Disaster Program Manager

9/7/2017

**RESOLUTION NO. 2017-87**

**A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON TAX LOT 74, PT N1/2NE1/4, WAYNE TRACTS 13-26-3, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 616 SHERMAN STREET, WAYNE, NEBRASKA.**

**WHEREAS**, the City of Wayne has incurred costs associated with the mowing of the property located at 616 Sherman Street, Wayne, Nebraska, and legally described as Tax Lot 74, PT N1/2NE1/4, Wayne Tracts 13-26-3, Wayne County, Nebraska; and

**WHEREAS**, Section 95.40 of the Wayne Municipal Code requires each owner of any lot or parcel of land in the City of Wayne to cut and remove all weeds and other rank growth of vegetation on such property as close to the ground level as possible throughout the period of May 1<sup>st</sup> to October 15<sup>th</sup> of each year; and

**WHEREAS**, the City Administrator or his designee has caused to be published in the Wayne Herald the notice required under Section 95.40 specifying that said weeds and other rank growth vegetation shall be cut during the above-referenced period; and

**WHEREAS**, the City Administrator or his designee is authorized under said Section to notify in writing the owner of any property within the City to cut any such weeds found growing on such property by United States mail, postage prepaid, addressed to such owner at his or her last known address or served personally; and

**WHEREAS**, on the failure, neglect or refusal of any such owner to cut or destroy such weeds located upon such property within seven days after the mailing or personal service date of such notice, the City Administrator or his designee is authorized to pay for the cutting of such weeds or to order the removal by the City; and

**WHEREAS**, the cost of any such cutting, destroying, or removing such weeds shall be at the expense of the owner of such property; and

**WHEREAS**, if the costs of cutting, destroying or removing weeds and other rank growth of vegetation and costs of removing any refuse, debris, or other obstructions, to permit such cutting are unpaid for two months, pursuant to said Section 95.40, the City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the amount of such expense, and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures; and

**WHEREAS**, the City Administrator or his designee has notified Lena Roberts, the owner of 616 Sherman Street, Wayne, Nebraska, and legally described as Tax Lot 74, PT N1/2NE1/4, Wayne Tracts

13-26-3, Wayne County, Nebraska, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid, at the last known address of Lena Roberts or served personally; and

**WHEREAS**, upon the failure, neglect or refusal of Lena Roberts to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Administrator or his designee did then undertake the removal of such weeds from said property, pursuant to Section 95.40 during the time period of May, 2017, through and including October, 2017; and

**WHEREAS**, the cost of such cutting, destroying or removal of such weeds in the total amount of \$600.00 has been sent to Lena Roberts for payment.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$600.00 in expenses incurred by the City of Wayne in removing weeds and other rank growth of vegetation from the property owned by Lena Roberts and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Lena Roberts on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

Tax Lot 74, PT N1/2NE1/4, Wayne Tracts 13-26-3, Wayne County, Nebraska.

BE IT FURTHER RESOLVED that pursuant to Section 95.40 of the Wayne Municipal Code, the Wayne County Treasurer shall add such expense to, and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes.

PASSED AND APPROVED this 3<sup>rd</sup> day of October, 2017.

THE CITY OF WAYNE, NEBRASKA

BY \_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. 2017-88**

**A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON THE WEST 80' OF THE SOUTH 100' OF LOT 3, BLOCK 1, BRITTON & BRESSLER'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 120 W. 9<sup>th</sup> STREET, WAYNE, NEBRASKA.**

**WHEREAS**, the City of Wayne has incurred costs associated with the mowing of the property located at 616 Sherman Street, Wayne, Nebraska, and legally described as the West 80' of the South 100' of Lot 3, Block 1, Britton & Bressler's Addition to the City of Wayne, Wayne County, Nebraska; and

**WHEREAS**, Section 95.40 of the Wayne Municipal Code requires each owner of any lot or parcel of land in the City of Wayne to cut and remove all weeds and other rank growth of vegetation on such property as close to the ground level as possible throughout the period of May 1<sup>st</sup> to October 15<sup>th</sup> of each year; and

**WHEREAS**, the City Administrator or his designee has caused to be published in the Wayne Herald the notice required under Section 95.40 specifying that said weeds and other rank growth vegetation shall be cut during the above-referenced period; and

**WHEREAS**, the City Administrator or his designee is authorized under said Section to notify in writing the owner of any property within the City to cut any such weeds found growing on such property by United States mail, postage prepaid, addressed to such owner at his or her last known address or served personally; and

**WHEREAS**, on the failure, neglect or refusal of any such owner to cut or destroy such weeds located upon such property within seven days after the mailing or personal service date of such notice, the City Administrator or his designee is authorized to pay for the cutting of such weeds or to order the removal by the City; and

**WHEREAS**, the cost of any such cutting, destroying, or removing such weeds shall be at the expense of the owner of such property; and

**WHEREAS**, if the costs of cutting, destroying or removing weeds and other rank growth of vegetation and costs of removing any refuse, debris, or other obstructions, to permit such cutting are unpaid for two months, pursuant to said Section 95.40, the City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the amount of such expense, and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures; and

**WHEREAS**, the City Administrator or his designee has notified Lena Roberts, the owner of 616 Sherman Street, Wayne, Nebraska, and legally described as the West 80' of the South 100' of Lot 3, Block 1, Britton & Bressler's Addition to the City of Wayne, Wayne County, Nebraska, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid, at the last known address of Lena Roberts or served personally; and

**WHEREAS**, upon the failure, neglect or refusal of Lena Roberts to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Administrator or his designee did then undertake the removal of such weeds from said property, pursuant to Section 95.40 during the time period of May, 2017, through and including October, 2017; and

**WHEREAS**, the cost of such cutting, destroying or removal of such weeds in the total amount of \$600.00 has been sent to Lena Roberts for payment.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$375.00 in expenses incurred by the City of Wayne in removing weeds and other rank growth of vegetation from the property owned by Lena Roberts and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Lena Roberts on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

The West 80' of the South 100' of Lot 3, Block 1, Britton & Bressler's Addition to the City of Wayne, Wayne County, Nebraska.

BE IT FURTHER RESOLVED that pursuant to Section 95.40 of the Wayne Municipal Code, the Wayne County Treasurer shall add such expense to, and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes.

PASSED AND APPROVED this 3<sup>rd</sup> day of October, 2017.

THE CITY OF WAYNE, NEBRASKA

BY \_\_\_\_\_  
Mayor

ATTEST:

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

ORDINANCE NO. 2017-31

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 34 CITY ORGANIZATIONS, SECTION 34.01 AIRPORT AUTHORITY, SUBSECTION (D); 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 Title III, Chapter 34, Section 34.01 of the Municipal Code of Wayne, is hereby amended as follows:

§ 34.01 AIRPORT AUTHORITY.

(A) There is created for the city an Airport Authority, which shall be managed and controlled by a board. The Airport Authority Board shall have the full and exclusive jurisdiction and control over all facilities owned or acquired by the city for the purpose of aviation operation, air navigation and air safety operation. The Board is a body corporate and politic, constituting a public corporation and an agency of the city. The Board shall consist of five members to be selected as follows.

(1) The Mayor, with the approval of the Council, shall appoint one member who shall serve until his or her successor, elected at the first general city election following such appointment, shall qualify and take office.

(2) The Mayor, with the approval of the Council, shall appoint two members who shall serve until their successors, elected at the second general city election following such appointment, shall qualify and take office.

(3) The Mayor, with the approval of the Council, shall appoint two members who shall serve until their successors, elected at the third general city election following such appointment, shall qualify and take office.

(B) Upon the expiration of the terms of such appointed officers, members of the Board shall be nominated and elected in a manner provided by law for the election of officers of the city and shall take office at the same time as the officers of the city.

(C) Members of the Board shall be residents of the city and, except for members initially appointed, shall serve for a term of six years.

(D) Any vacancy on **such the** Board, ~~resulting other than from expiration of a term of office~~, shall be filled by ~~temporary~~ appointment by the Mayor, with the approval of the Council, ~~until a successor can be elected at the next general city election~~, to serve the unexpired portion, ~~if any~~, of the term. A member of **such the** Board may be removed from office for incompetence, neglect of duty or malfeasance in office. An action for the removal of such officer may be brought, upon resolution of the Council, in the District Court of the county **in which such city is located**.

(E) The Airport Authority and the Airport Authority Board shall have such other powers and duties as may be prescribed by law.

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 \_\_\_\_ day of \_\_\_\_\_, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2017-32**

**AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE POWER PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND COTTONWOOD WIND PROJECT, LLC.**

WHEREAS, the City of Wayne is a political subdivision of the State of Nebraska authorized to engage in the generation, transmission, sale and distribution of electricity; and

WHEREAS, Cottonwood Wind Project, LLC, is a Delaware Limited Liability Company, constructing a wind energy facility in Webster County, Nebraska; and

WHEREAS, the City of Wayne approved entering into a contract with Cottonwood Wind Project, LLC, at their meeting on May 2, 2017; and

WHEREAS, it is necessary to amend said contract due to an engineering modification to change the City of Wayne's turbine string from 17.38 MW to 17.08 MW.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the amendment to the Agreement between Cottonwood Wind Project, LLC, and the City of Wayne, Nebraska, is hereby approved, and the Mayor is hereby authorized to execute said Amendment on behalf of the City.

PASSED AND APPROVED this 3<sup>rd</sup> day of October, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

[Back to Top](#)



September 27, 2017 (Via E-mail)

Electric Line Supervisor  
Attn: Tim Sutton  
City of Wayne

**RE: Pay Estimate No. 3  
West Inner and East Inner Conversion  
City of Wayne, Nebraska  
DGR Project No. 412305**

Dear Tim:

Attached is a copy of the Pay Estimate No. 3, print off three copies for the above referenced project. The following needs to be completed on the pay estimates:

1. Schedule approval of Pay Estimate No. 3.
2. Have the appropriate official sign and date all three (3) pay estimates.
3. Send one (1) pay estimate and payment of \$19,444.37 to:  

Karian Peterson Powerline Contracting, LLC.  
Attn: Troy Blankenhagen  
4437 Hwy 212  
PO Box 345  
Montevideo, MN 56265
4. Send one (1) pay estimate to my attention at DGR Engineering, 1302 South Union St., Rock Rapids, IA 51246
5. Retain one (1) pay estimate for your files.

Sincerely,

DGR Engineering

Daniel Messner



PAY ESTIMATE NO. 3  
WEST INNER AND EAST INNER CONVERSION  
WAYNE, NEBRASKA  
DGR Project No. 412305

For Period From: 7/25/17 To: 8/29/17  
Contractor: Kanan Peterson Powerline Contracting, LLC.  
Bid Date: March 11, 2017

Unit No	Name and Description of Construction Unit	No. of Units	UNIT PRICE			WORK COMPLETED TO DATE			WORK COMPLETED THIS PERIOD			
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
UD-1/0	Primary cable, 15 kV, 1/0 Sol. Al. (Mft.)	33,470	\$1,000.00	\$73.02	\$1,073.02	\$35,913.98	5,181	15%	\$5,559.32	0.468	1%	\$502.17
UD-4/0	Primary cable, 15 kV, 4/0 Str. Al. (Mft.)	30,180	1,000.00	76.92	\$1,076.92	32,501.45	2,880	10%	3,101.53			
UD-10-2	Secondary cable, 600 V, 10-2 UF, Cu. w/grd. (Mft.)	10,762	500.00	641.96	\$1,141.96	12,289.77	2,761	26%	3,152.95	0.227	2%	259.22
UD-1/0 TPLX	Secondary cable, 600 V, 2-#1/0, 1-#2 Str. Al. (Mft.)	0,837	500.00	1,080.13	\$1,580.13	1,322.57	0.087	137.47	0.087	10%	137.47	
UD-4/0 TPLX	Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str. Al. (Mft.)	25,840	500.00	1,417.93	\$1,917.93	49,559.31	8,923	33%	17,113.69	1,356	5%	2,600.71
UD-350 TPLX	Secondary cable, 600 V, 2-#350, 1-#4/0 Str. Al. (Mft.)	4,468	750.00	2,712.94	\$3,462.94	15,472.42	0.780	17%	2,701.09	0.182	4%	630.26
UD-4/0 QUAD	Secondary cable, 600 V, 3-#4/0, 1-#2/0 Str. Al. (Mft.)	1,742	1,000.00	2,085.64	\$3,085.64	5,375.18	0.304	17%	938.03			
UD-350 QUAD	Secondary cable, 600 V, 3-#350, 1-#4/0 Str. Al. (Mft.)	0,285	1,000.00	36,465.11	\$37,465.11	10,677.56	0.221	78%	8,279.79			
UG-(25)	10 transformer, 25 kVA (ea.)	5	500.00	88.28	\$588.28	2,941.40	2	40%	1,176.56			
UG-(37.5)	10 transformer, 37.5 kVA (ea.)	12	500.00	88.28	\$588.28	7,059.36	6	50%	3,529.68	2	17%	1,176.56
UG-(50)	10 transformer, 50 kVA (ea.)	15	500.00	88.28	\$588.28	8,824.20	2	13%	1,176.56	1	7%	588.28
UG3-(112.5)(240)	30 transformer, 112.5 kVA, 240V (ea.)	1	1,000.00	88.28	\$1,088.28	1,088.28						
UG3-(150)(240)	30 transformer, 150 kVA, 240V (ea.)	1	1,000.00	88.28	\$1,088.28	1,088.28	1	100%	1,088.28			
UPS-(42)	Padmount switch, 4 bays, 2 gang-operated (ea.)	5	1,200.00	88.28	\$1,288.28	6,441.40	1	20%	1,288.28			
UPS-(43)	Padmount switch, 4 bays, 3 gang-operated (ea.)	2	1,200.00	88.28	\$1,288.28	2,576.56						
UK5	Secondary pedestal (ea.)	33	110.00	120.77	\$230.77	7,615.41	11	33%	2,538.47	2	6%	461.54
UM3-30	10 sectionalizing assembly (ea.)	4	200.00	630.62	\$830.62	3,322.48	2	50%	1,661.24			
UM33-60	30 sectionalizing assembly (ea.)	8	400.00	1,264.71	\$1,664.71	13,317.68	0.76	9%	1,264.71			
UM33-PB	Pull box, 36"H x 48"W x 76"L (ea.)	1	500.00	3,479.32	\$3,979.32	3,979.32						
UR2-(24)	Trenching, 24" deep (Mft.)	19,923	5,000.00		\$5,000.00	99,615.00	5,600	28%	28,000.00	0.787	4%	3,935.00
UR2-(42)	Trenching, 42" deep (Mft.)	14,855	7,000.00		\$7,000.00	103,985.00	3,178	21%	22,246.00	0.947	6%	6,629.00
UR2-(48)	Trenching, 48" deep (Mft.)	0,050	7,000.00		\$7,000.00	350.00						
UR3-(42)	Trenching-special backfill, 42" Deep (Mft.)	0,100	1,000.00		\$1,000.00	100.00						
UR3R-(42)	Trenching-rock, shale or limestone, 42" deep (Mft.)	0,100	1,500.00		\$1,500.00	150.00						
UR4-(1)2P	Conduit in trench, (1)2" (Mft.)	19,215	1,000.00	623.60	\$1,623.60	31,197.47	2,415	13%	3,920.99			
UR5-(1)1P	Bore with conduit, (1)1" (Mft.)	0,195	7,500.00	831.02	\$8,331.02	1,624.55						
UR5-(1)2P	Bore with conduit, (1)2" (Mft.)	0,890	7,500.00	674.46	\$8,174.46	7,275.27	0.353	40%	2,885.58	0.064	7%	523.17
UR5-(2)2P	Bore with conduit, (2)2" (Mft.)	0,170	7,500.00	1,354.79	\$8,854.79	1,505.51	0.079	46%	699.53	0.079	46%	699.53
UR5-(3)2P	Bore with conduit, (3)2" (Mft.)	0,690	8,500.00	1,884.42	\$10,384.42	7,165.25						
UR5-(4)2P	Bore with conduit, (4)2" (Mft.)	0,775	10,000.00	2,505.50	\$12,505.50	9,691.76						
UR5-(5)2P	Bore with conduit, (5)2" (Mft.)	0,230	13,000.00	3,301.72	\$16,301.72	3,749.40						
UR5-(6)2P	Bore with conduit, (6)2" (Mft.)	0,600	20,000.00	3,783.35	\$23,783.35	14,270.01	0.155	26%	3,686.42			
UR5-(7)2P	Bore with conduit, (7)2" (Mft.)	0,060	18,500.00	4,874.35	\$23,374.35	1,402.46						
UR5-(3)2P-(3)C/BL	Bore with conduit, (3)2" & (3) Cables (Mft.)	0,110	12,500.00	2,139.14	\$14,639.14	1,610.31						
UR5-(9)2P	Bore with conduit, (9)2" (Mft.)	0,075	25,000.00	6,841.67	\$31,841.67	2,388.13						
UR5-(1)3P	Bore with conduit, (1)3" (Mft.)	0,075	7,500.00	2,249.48	\$9,749.48	731.21						
UR6-(24)	Bore without conduit, 24" deep (Mft.)	3,785	7,500.00		\$7,500.00	28,387.50	1,220	32%	9,150.00	0.161	4%	1,207.50
UR6-(42)	Bore without conduit, 42" deep (Mft.)	0,770	7,500.00		\$7,500.00	5,775.00	0.140	18%	1,050.00	0.126	16%	945.00
UR8	Core drill, six (6) inch diameter (ea.)	37	100.00		\$100.00	3,700.00	14	38%	1,400.00	1	3%	100.00
UR9-S	Shallow crossing (Mft.)	0,200	20,000.00		\$20,000.00	4,000.00						
UR10	Barricade (ea.)	2	50.00		\$50.00	100.00						
UR12-90-24-2S	Conduit 90° elbow, 24" radius, 2" diam. steel (ea.)	51	60.00	49.41	\$109.41	5,579.91						
UR12-90-36-2S	Conduit 90° elbow, 36" radius, 2" diam. steel (ea.)	33	60.00	63.25	\$123.25	4,067.25						
UR12-45-16-4S	Conduit 45° elbow, 16" radius, 4" diam. steel (ea.)	1	100.00	85.45	\$185.45	185.45						
UR12-45-90-2S	Conduit 45° elbow, 36" radius, 2" diam. steel (ea.)	3	60.00	85.61	\$145.61	436.83						



PAY ESTIMATE NO. 3  
 WEST INNER AND EAST INNER CONVERSION  
 WAYNE, NEBRASKA  
 DGR Project No. 412305

For Period From: 7/25/17 To: 8/29/17  
 Contractor: Karian Peterson Powerline Contracting, LLC  
 Bid Date: March 1, 2017

Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE			WORK COMPLETED TO DATE			WORK COMPLETED THIS PERIOD					
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work		
UR-LDS	Lawn damage seeding (MR.)	22.388	500.00		\$500.00	11,194.00			5.538	25%	2,769.00	1.111	5%	\$55.50
ASP-REM	Asphalt pavement removal (sq. yd.)	12.0	100.00		\$100.00	1,200.00								
ASP-REP	Asphalt replacement (ton)	1.0	500.00		\$500.00	500.00								
PCC-REM	Concrete pavement removal (sq. yd.)	12.0	300.00		\$300.00	3,600.00			0.2	1%	51.00			
PCC-REP	Portland cement concrete replacement (cu. yd.)	2.0	300.00		\$300.00	600.00								
GRA-CLS	Gravel, Class 5 (Ton)	55.0	75.00		\$86.77	4,772.35								
ROCK	Rock (Ton)	680.0	75.00		\$122.08	83,014.40								
MOB	Mobilization (as req'd)	1	25,000.00		\$25,000.00	25,000.00			1	100%	25,000.00			
TOTAL CONTRACT PRICE:						\$690,290.43	TOTAL TO DATE:				\$155,566.17			



For Period From: 7/25/17 To: 8/29/17  
 Contractor: Karian Peterson Powerline Contracting, LLC.  
 Bid Date: March 1, 2017

PAY ESTIMATE NO. 3  
 WEST INNER AND EAST INNER CONVERSION  
 WAYNE, NEBRASKA  
 DGR Project No. 412305

**SUMMARY**

VALUE OF WORK COMPLETED TO DATE.....	\$155,566.17	ORIGINAL CONTRACT PRICE.....	\$690,290.43
LESS RETAINAGE...(10%).....	\$15,556.62	EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions).....	\$690,290.43
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT.....	\$140,009.55	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT.....	\$140,009.55
LESS ESTIMATES PREVIOUSLY APPROVED.....	\$53,685.94	EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT.....	\$550,280.88
Pay Estimate No. 1.....	\$66,879.24	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT.....	20%
Pay Estimate No. 2.....	N/A		
Pay Estimate No. 3.....	N/A		
Pay Estimate No. 4.....	N/A		
Pay Estimate No. 5.....	N/A		
Pay Estimate No. 6.....	N/A		
Pay Estimate No. 7.....	N/A		
Pay Estimate No. 8.....	N/A		
TOTAL AMOUNT DUE THIS ESTIMATE.....	<b>\$19,444.37</b>		

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

Prepared by:  Karian Peterson Powerline Contracting, LLC.

By: \_\_\_\_\_ Date: 9/27/17

**CERTIFICATE**

THE AMOUNT OF **\$19,444.37** IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

City of Wayne, Nebraska, Owner

DGR Engineering, Engineer

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



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

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

Date: 9-27-17