

AGENDA
CITY COUNCIL MEETING
June 5, 2018

1. [Call the Meeting to Order](#)
2. [Pledge of Allegiance](#)

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. [Approval of Minutes – May 15, 2018](#)
4. [Approval of Claims](#)
5. [Ordinance 2018-17: Amending Wayne Municipal Code Title V Public Works, Chapter 50 Solid Waste Management by amending Section 50.04 Disposal](#)

Background: This will add back into the Municipal Code Book the language requiring that all solid waste generated within the corporate limits shall be deposited at the transfer station.

6. [Resolution 2018-25: Approving the Transfer Station Agreement with Gill Hauling, Inc.](#)

Background: The agreement with Gill Hauling has been renegotiated to include the following: \$1,000 monthly lease payment and to not charge for recycling. Attached in the packet is the draft agreement for your review.

7. [Resolution 2018-33: Approving the Supplements \(4\) to the Small Cell Master License Agreement between the City of Wayne and Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless](#)

Background: Attached to this Resolution are four “Supplement Agreements” to the Small Cell Master License Agreement with Alltel. These Supplements outline the fees, licensed areas, etc. in more of a condensed form. Verizon will reimburse the City \$150 as rent per year per each Small Cell, a \$25 maintenance fee per year per each Small Cell, and \$644 to install and purchase each new pole to accommodate their equipment, etc.

8. [Ordinance 2018-18: Approving Amendment No. 3 to the Power Purchase Agreement between the City of Wayne and Cottonwood Wind Project, LLC](#)

Background: With the registration of Cottonwood RECs, they realized that the wrong form was included as Exhibit D in the original Power Purchase Agreement that was executed. They would like to swap that form out for the one in the proposed

Power Purchase Agreement Amendment, as well as tweak the wording in Section 5.6. The current language in Section 5.6 requires NextEra to attach the REC Attestation Form to each invoice they provide to Wayne; NextEra would prefer to provide such form to us, the Buyer, consistent with the updated, correct Attestation Form. The new form requires NextEra to file such Attestation Form every two years, which is much more manageable for their Business Management team.

9. Resolution 2018-34: Amending Schedule of Fees

Background: This Resolution will add the “Right-of-Way Permit” fees since the ordinances were adopted at the last meeting. A copy of Joel’s Right-of-Way Permit Application is also included in the packet.

10. Resolution 2018-35: Reaffirming the Project Engineer and approving the plans, specifications and estimate of cost for the Wayne Pedestrian Curb Ramp Project and authorizing the City Clerk to advertise for bids
11. Action on Pay Estimate No. 7 for the West Inner and East Inner Conversion Electric Distribution Project in the amount of \$86,257.39 to Karian Peterson Powerline Contracting, LLC
12. Adjourn

**MINUTES
CITY COUNCIL MEETING
May 15, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, May 15, 2018, at 5:30 o'clock P.M.

Mayor Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Jason Karsky, and Matt Eischeid; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Terri Buck.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 4, 2018, 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.

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

Mayor Brodersen presented a plaque to former Mayor Ken Chamberlain for his years of service to the Wayne community as Councilmember (2006-2010) and Mayor (2010-2018).

Mayor Brodersen proclaimed May 15th as "Police Memorial Day" and the week of May 20th – 26th as "Public Works' Week."

Councilmember Haase made a motion, which was seconded by Councilmember Giese, whereas, the Clerk has prepared copies of the Minutes of the meeting of May 1, 2018, 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 Brodersen stated

the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ALEXANDER, DEBRORAH, RE, 225.00; AMERICAN BROADBAND, SE, 2471.20; ANDERSON, DEVIN, RE, 42.11; APPEARA, SE, 45.51; ARIZONA MUNICIPAL CLERKS ASSOCIATION, SE, 40.00; BAKER & TAYLOR BOOKS, SU, 909.44; BARONE SECURITY SYSTEMS, SE, 788.04; BEEHIVE INDUSTRIES LLC, FE, 3600.00; BODE, LIANE, RE, 21.01; BONILLA, OSCAR, RE, 47.21; BORDER STATES INDUSTRIES, SU, 51.36; BROGIE, ED, RE, 300.00; BUDDENHAGEN, CLAIRE, RE, 138.25; CARHART LUMBER COMPANY, SU, 434.61; CARSON, MORGAN, RE, 55.56; CENTER POINT LARGE PRINT, SU, 56.17; CHRISTENSEN, CHANTELE, RE, 130.54; CITY EMPLOYEE, RE, 476.04; CITY EMPLOYEE, RE, 770.26; CLINE, TYLER, RE, 49.46; COMFORT INN-GRAND ISLAND, SE, 246.00; CONSOLIDATED MANAGEMENT CO, SE, 38.04; COPY WRITE PUBLISHING, SU, 163.40; CORY SANDOZ, RE, 100.00; CURRAN, BENJAMIN, RE, 238.33; CUSIP SERVICE BUREAU, SE, 97.00; DAVE'S DRY CLEANING, SE, 87.00; DE NORA WATER TECHNOLOGIES, SU, 718.38; DEAN BURBACH, RE, 100.00; DEMCO, SU, 146.99; DEPAZ, JUAN, RE, 62.74; DOMINGUEZ, ALICIA, RE, 0.63; DUGAN BUSINESS FORMS, SU, 1209.90; EASYPERMIT POSTAGE, SU, 1807.81; ECHO GROUP, SU, 137.50; ED M. FELD EQUIPMENT, SU, 88.44; EICKHOFF, SHELBY, RE, 73.53; EISCHEID, MATT, SE, -270.00; EISCHEID, MATT, SE, 270.00; ERICKSON, AUSTIN, RE, 137.81; FLOOR MAINTENANCE, SU, 477.37; FREDRICKSON OIL, SU, 112.00; GARCIA, OSCAR, RE, 80.76; GERHOLD CONCRETE, SU, 536.25; GILL HAULING, SE, 237.50; GRADUATE LINCOLN, SE, 215.00; GRAGERT, JESSICA, RE, 178.95; GRAHAM TIRE SIOUX CITY, SU, 1557.64; GRAVER, SYDNEY, RE, 32.16; GROSSENBURG IMPLEMENT, SU, 166.07; HAMPTON, MORGAN, RE, 93.82; HARDESTER, DALAN, RE, 134.52; HARE, EMMALINE, RE, 100.57; HAUFF MID-AMERICAN SPORTS, SU, 250.12; HELENA AGRI-ENTERPRISES, SU, 1200.00; HENDRIX, CHRISTINA, RE, 99.86; HILAND DAIRY, SE, 50.12; HILAND DAIRY, SE, 49.37; HIX, PHYLLIS, RE, 7.00; HTM SALES, SU, 881.03; HYDRO OPTIMIZATION, SE, 509.25; ICMA, SE, 9783.27; INGRAM LIBRARY SERVICES, SU, 1056.59; INTERSTATE BATTERY SYSTEM, SU, 245.90; JONES, LEONARD, RE, 500.00; JUHLIN, MARTINA, RE, 46.15; JURGENSMEIER, LOGAN, RE, 111.80; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; LANGE, MADISON, RE, 124.58; LEIBEL, MIKAYLA, RE, 104.86; LINEWEBER, BRADLEY, RE, 153.17; LOPEZ, MADAY, RE, 10.83; LUTT OIL, SU, 5103.43; M & T FIRE AND SAFETY, SU, 2500.00; MARCO, SE, 126.36; MATHESON-LINWELD, SU, 39.00; MCCAIN, RAY, RE, 85.00; MSC INDUSTRIAL, SU, 59.12; NATP, FE, 105.00; NESPOR, KYLIE, RE, 50.52; NEUHAUS, CONNOR, RE, 161.95; NEXTERA ENERGY, SE, 15297.23; NORFOLK DAILY NEWS, SE, 266.00; NORTHEAST NE ECONOMIC DEV DIST, SE, 7192.01; NORTHEAST NE RC&D, FE, 50.00; NORTHEAST POWER, SE, 4891.77; ODEYS INC, SU, 911.00; ONE CALL CONCEPTS, SE, 88.20; PAC N SAVE, SE, 517.35; PELC, AUSTIN, RE, 187.84; PENGUIN RANDOM HOUSE, SU, 86.25; PLAGGE, TIFFANY, RE, 82.09; PLUNKETT'S PEST CONTROL, SE, 1151.03; QUALITY FOOD CENTER, SE, 320.65; RAMOS, MARTIN, RE, 75.87; RECH, NATALIE, RE, 71.31; RESCO, SU, 866.29; RICHLING, BENJAMIN, RE, 96.56; RIEDMANN, DILLON, RE, 43.96; ROBERTS, WAYNE, RE, 51.16; RUPP, DEVON, RE, 91.15; RUSS URBANEC, RE, 500.00; SCHNECKENBERGER, LOGAN, RE, 65.17; SCHULTZ, FAITH, RE, 115.64; SCHUMACHER, TAYLOR, RE, 208.55; SD MYERS, SE, 2650.00; SHANE, CODY, RE, 81.03; SHOPKO, SU, 108.08; SILA, CAITLIN, RE, 86.23; SKARSHAUG TESTING LAB, SE, 476.03; STADIUM SPORTING GOODS, SE, 54.00; STAPLES, SU, 39.98; STATE NEBRASKA BANK-PETTY CASH, RE, 100.00; STROTHERS, ALEXIS, RE, 124.19; SULLIVAN, LAYNE,

RE, 69.59; THETA PHI ALPHA, RE, 150.00; TOM'S BODY & PAINT SHOP, SE, 100.00; TRI AIR TESTING, SE, 271.80; TYLER TECHNOLOGIES, SE, 200.00; US BANK, SE, 4178.67; US FOODSERVICE, SE, 536.05; VENTURA, HENRICKSON, RE, 30.84; VERIZON, SE, 317.53; WASTE CONNECTIONS, SE, 98.25; WAYNE HERALD, SE, 1279.13; WAYNE HERALD, SE, 105.00; WAYNE HERALD, SE, 429.00; WAYNE VETERINARY CLINIC, SE, 28.00; WAPA, SE, 18447.78; WIESE, TONI, RE, 123.13; WIGMAN COMPANY, SU, 150.10; WISNER WEST, SU, 35.02; WSC MEN'S SOCCER CLUB, FE, 500.00; WSC SOCCER FOUNDATION, FE, 1000.00; ZACH HEATING & COOLING, SE, 1745.00; ZACH, ELLIOT, RE, 37.94; ZIMCO SUPPLY, SU, 409.00; AMERITAS, SE, 60.16; AMERITAS, SE, 2588.28; AMERITAS, SE, 72.00; AMERITAS, SE, 97.41; APPEARA, SE, 160.41; BORDER STATES INDUSTRIES, SU, 610.41; BROWN SUPPLY, SU, 461.02; CELIA VENEGAS, RE, 200.00; CHEMQUEST, SE, 595.00; CITY EMPLOYEE, RE, 110.18; CITY EMPLOYEE, RE, 171.17; CITY EMPLOYEE, RE, 229.83; CITY EMPLOYEE, RE, 166.02; CITY OF WAYNE FIRE DEPARTMENT, PY, 10782.00; CITY OF WAYNE, PY, 71949.95; CRANE SALES AND SERVICE, SU, 188.35; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.73; DUTTON-LAINSON, SU, 770.40; EAKES OFFICE PLUS, SE, 852.51; ECHO GROUP, SU, 1067.08; ED M. FELD EQUIPMENT, SU, 357.45; GEOCOMM, SE, 2297.00; GERHOLD CONCRETE, SU, 639.13; GROSSENBURG IMPLEMENT, SU, 126.50; HAWKINS, SU, 147.96; HILAND DAIRY, SE, 75.45; HUGHES MACHINERY COMPANY, SU, 991.62; IRS, TX, 12467.58; IRS, TX, 9172.44; IRS, TX, 2915.78; IRS, TX, 1488.00; IRS, TX, 348.00; IRS, TX, 200.00; JOSEPH W BURROWS, FE, 102.50; KTCH, SE, 88.00; LITE-FORM TECHNOLOGIES, SU, 1383.44; LUNZ, LISA, RE, 85.00; MARCO TECHNOLOGIES, SE, 175.82; MIDWEST LABORATORIES, SE, 312.50; NAPA OF WAYNE, SU, 109.44; NE DEPT OF REVENUE, TX, 100.00; NE DEPT OF REVENUE, TX, 3750.80; NE LAW ENFORCEMENT, FE, 180.00; NE POWER REVIEW BOARD, SE, 892.19; NORTHEAST NE PUBLIC HEALTH DEPT, RE, 500.00; PITNEY BOWES, SE, 253.85; SPARKLING KLEAN, SE, 4296.64; SPLASHTACULAR, SU, 161.00; STADIUM SPORTING GOODS, SU, 56.00; UNITED COMMUNICATIONS GROUP, SU, 2160.00; WAYNE AUTO PARTS, SU, 466.62

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

Luke Virgil, Executive Director of Wayne Area Economic Development, updated the Council on the grant that Wayne Community Housing Development Corporation received for housing (LB 518). They were awarded \$639,000 out of a \$1,000,000 request. That will be paired with their million-dollar loan match that was pledged. At this time, the question is whether all of those pledges will remain at the 100% level or if they will be brought down to reflect the 63.9% award by the State. His preference would be to keep the 100% match, but that is a Council decision. Wayne will receive approximately \$623,000, which includes the grant as well as the local contribution. Wakefield will receive approximately \$961,000, and the County,

in general, will receive \$54,000. That is based on the match that the County has pledged. A board has to be formed that will be the overseers of this fund within the community of Wayne. Not all of the details are known at this time.

Administrator Blecke stated the City's prior commitment level was \$200,000 and then a one for one match for any business contribution that was made. The amount pledged by businesses was \$37,500, which would bring the total dollar amount to \$237,500 to be given by the City. That is what would be up for discussion this evening.

Attorney Miller advised the Council that the County is staying with their initial contribution.

After discussion, Councilmember Sievers made a motion, which was seconded by Councilmember Giese, to approve the amount of \$237,500 to be committed for the LB 518 housing grant received. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who was absent, the Mayor declared the motion carried.

Phil Monahan advised the Council that he was appointed the Fire Chief by the Wayne Volunteer Fire Department for the upcoming year.

Councilmember Eischeid made a motion, which was seconded by Councilmember Muir, approving the appointment of Phil Monahan as Fire Chief. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who was absent, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance No. 2018-9, and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-9

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, SECTION 78-96 LOCATION RESERVED FOR HANDICAPPED PARKING; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Giese introduced Ordinance No. 2018-10, and moved for approval of the third and final reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2018-10

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.030 CONSTRUCTION BY OWNER; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Giese introduced Ordinance No. 2018-11, and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2018-11

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.052 DRIVEWAY PERMITS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Eischeid introduced Ordinance No. 2018-12, and moved for approval of the third and final reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2018-12

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.076 PERMIT REQUIRED; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Eischeid left the meeting at 5:57 p.m.

Councilmember Giese introduced Ordinance No. 2018-13, and moved for approval of the third and final reading thereof as amended; Councilmember Greve seconded.

ORDINANCE NO. 2018-13

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.078 DIGGING IN STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance No. 2018-14, and moved for approval of the second reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-14

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.080 SURETY BOND; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion and Councilmember Greve seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to move for final approval of Ordinance No. 2018-14. Mayor Brodersen stated the motion, and

the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

The following Resolution and Ordinance pertains to the property that the City traded to Brendon L. Pick to square up a lot at the intersection of Sherman Street and Grainland Road. The property owner gave the City this property for a future city street. This action was done correctly on the plat, but needs to be perfected through this process to give clean title to the property owner. The first title agent they were working with did not require this, but the one they are currently working with does.

Councilmember Sievers introduced Resolution 2018-26, and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2018-26

A RESOLUTION AUTHORIZING THE SALE OF THE EAST 19.97 FEET OF THE NORTH 25 FEET OF LOT 11, SOUTHVIEW ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO BRENDON L. PICK.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance 2018-16, and moved for approval thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-16

AN ORDINANCE DIRECTING THE SALE OF THE EAST 19.97 FEET OF THE NORTH 25 FEET OF LOT 11, SOUTHVIEW II ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO BRENDON L. PICK.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion and Councilmember Greve seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor

Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to move for final approval of Ordinance No. 2018-16. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, reviewed the Interlocal Agreement to Share Law Enforcement Services between the City and Wayne State College. This is an annual renewal. The monetary amount has stayed the same at \$30,000, but the hours have been reduced from 22 to 18 for the on-site officer. An officer is up there from August until May – 3 nights per week.

Councilmember Sievers introduced Resolution No. 2018-27 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2018-27

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

The Lower Elkhorn Natural Resource District has notified us that our application for funding has been approved, and will be included in their 2019 budget. Their funding is limited to 50% of the eligible components of our project, not to exceed \$30,000. This is to update the basketball area at the old pool location. This project must be completed and a request for payment forwarded to their office by 6/15/19.

Councilmember Giese introduced Resolution No. 2018-28 and moved for its approval;
Councilmember Greve seconded.

RESOLUTION NO. 2018-28

A RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT AND SPECIAL OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF WAYNE AND THE LOWER ELKHORN NATURAL RESOURCE DISTRICT (LENRD) FOR THE "WAYNE VERSACOURT PLAY AREA PROJECT."

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Joel Hansen, Street and Planning Director, stated that five bids were received on May 9th regarding the purchase of a 4x4 Cab and Chassis Truck with Dump Box. After reviewing the bids received, Mr. Hansen recommended that the contract be awarded to the low bidder, Freightliner Truck Center of Norfolk for \$107,010.00. In addition, he asked that Council consider adding on an additional \$1,200 to enclose the valves to keep them free of mud, dirt, etc. He also advised them that he was deducting \$435 from the bid, which is for a light bar, bringing the total then to \$107,775.

Councilmember Giese introduced Resolution No. 2018-29 and moved for its approval (Freightliner Truck Center of Norfolk for \$107,775); Councilmember Sievers seconded.

RESOLUTION NO. 2018-29

A RESOLUTION ACCEPTING BID AND AWARDED CONTRACT ON THE PURCHASE OF A 4X4 CAB AND CHASSIS TRUCK WITH DUMP BOX.

This will replace a 1973 truck, which is on the surplus property sale.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, stated he received the State Bid from Arnie's Ford for the purchase of a 2018 Ford Police Utility Interceptor for \$31,121. This does not include accessories to outfit the vehicle. This will replace a 2007 Crown Victoria.

Councilmember Giese introduced Resolution No. 2018-30 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2018-30

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2018 FORD POLICE UTILITY INTERCEPTOR THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD (\$31,121).

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

The Nebraska Department of Transportation has notified Diane Bertrand, Senior Center Coordinator, that the Federal Drug and Alcohol Regulations have recently changed and that their policies (zero tolerance and 2nd chance) are now outdated. They provided template policies and the same are included in this packet and need Council approval by July 1, 2018.

Councilmember Giese introduced Resolution No. 2018-31 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2018-31

A RESOLUTION ADOPTING THE DRUG AND ALCOHOL TESTING POLICIES FOR BOTH ZERO TOLERANCE AND SECOND CHANCE AS RECOMMENDED BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

A pay request has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$30,440. The architect on the project has approved the same.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving Pay Application No. 1 for \$30,440 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project.” Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to enter into executive session to discuss the City Administrator’s Employment Agreement, to protect the needless injury to the reputation of the City Administrator, and to allow Attorney Miller and City Clerk McGuire to be in attendance. Mayor Brodersen stated the motion, and the result of roll call being all Yeas with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried, and executive session began at 6:20 p.m. Mayor Brodersen again stated that the matter to be discussed in execution session relates to the City Administrator’s Employment Agreement.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, to resume open session. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried, and open session resumed at 6:33 p.m.

Councilmember Giese introduced Resolution No. 2018-32 and moved for its approval, with the following changes therein:

- Salary of \$90,000; and
- Commencement date to be June 1, 2018, through May 31, 2019;

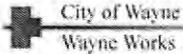
Councilmember Greve seconded.

RESOLUTION NO. 2018-32

A RESOLUTION TO ADOPT CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried and the meeting adjourned at 6:35 p.m.



Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGREEMENT	3,690.00
AMAZON.COM, LLC	DVD'S/OFFICE SUPPLIES	351.09
AMERICAN PUBLIC POWER ASSOCIATION	POWER PLANT DUES	1,600.92
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	88.59
AMERITAS LIFE INSURANCE	AMERITAS ROTH	60.16
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,290.46
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	LINEN & MAT SERVICE	97.04
AQUAQUALITY POOL & SPAS, INC	LOCK CLIPS	37.00
BACON, ALLEN	FIRE SCHOOL REIMBURSEMENT	150.00
BATTERY SOLUTIONS, LLC	BATTERY RECYCLING BUCKET	109.95
BAYREUTHER, ZACH	UTILITY REFUND	98.59
BERCK, ETHAN	UTILITY REFUND	76.08
BLACK HILLS ENERGY	GAS BILLS	551.51
BLACKBURN MANUFACTURING CO	MARKING FLAGS	360.76
BOARDERS INN & SUITES	FIRE SCHOOL LODGING	1,596.00
BORDER STATES INDUSTRIES, INC	INLINE CRIMPER/GROUND GLOVES/BUSHINGS	2,646.41
BRAINERD, AMANDA	UTILITY REFUND	300.00
BRIAN BELT	FIRE SCHOOL REIMBURSEMENT	162.79
BRINER, WAYNE	FIRE SCHOOL REIMBURSEMENT	150.00
BUGS BOWS	POOL STAFF T SHIRTS	525.00
BURKE, KES	UTILITY REFUND	191.78
BURROWS, JOSEPH W.	FIRE SCHOOL REIMBURSEMENT	100.00
BUSH, SAVANNAH	UTILITY REFUND	111.95
C. H. GUERNSEY & COMPANY	TRANSMISSION RATE SCHEDULE	2,435.10
CARBON DAY AUTOMOTIVE	VEHICLE CHARGING STATION NETWORK PLAN	500.00
CAVANAUGH, CALEE	UTILITY REFUND	171.33
CDW GOVERNMENT LLC	SERVICE MOUNT PORT BOX	18.38
CENTER POINT LARGE PRINT	BOOKS	72.71
CENTURYLINK	TELEPHONE CHARGES	416.83
CITIZENS STATE BANK	TIF PRINCIPAL & INTEREST	9,668.47
CITIZENS STATE BANK	TIF INTEREST	1,823.20
CITIZENS STATE BANK	TIF INTEREST	1,554.29
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	38.12
CITY EMPLOYEE	VISION REIMBURSEMENT	95.00
CITY EMPLOYEE	VISION REIMBURSEMENT	604.75
CITY EMPLOYEE	MEDICAL/VISION REIMBURSEMENT	300.79
CITY EMPLOYEE	VISION REIMBURSEMENT	313.65
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4,077.88
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4,040.00
CITY OF WAYNE	WAED MEDICAL REIMBURSEMENT	4,040.00

Vendor	Payable Description	Payment Total
CLARK, TAYLOR	UTILITY REFUND	256.25
CORY BROWN CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	100.00
DANKO EMERGENCY EQUIPMENT	PATCH	52.75
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	110.08
DEETS HOMESTORE	MEETING ROOM BLINDS	392.48
DEMERS, MITCHELL	UTILITY REFUND	210.57
DEMING, EMILY	UTILITY REFUND	179.49
DENNIS MOSELY	FIRE SCHOOL REIMBURSEMENT	175.77
DGR & ASSOCIATES CO	EAST/WEST INNER CONVERSION	306.00
DUTTON-LAINSON COMPANY	BUSHINGS/CURRENT TRANSFORMER/BOLT KITS	762.09
ECHO GROUP INC JESCO	CLAMP/CONNECTORS/BREAKERS	87.40
ED M. FELD EQUIPMENT CO INC	FIRE BOOTS/FOAM/BOTTLE FITTINGS/HOSE REPAIR KIT	1,075.75
EICKMEIER, ABBY	UTILITY REFUND	229.46
ELECTRICAL ENGINEERING & EQUIPMENT	FUSE	511.91
ELLIS, DYLAN	FIRE SCHOOL REIMBURSEMENT	150.00
EMANUEL, DYLAN	UTILITY REFUND	196.76
FIRE CATT, LLC	FIRE HOSE TESTING	4,125.30
FIRST CONCORD GROUP LLC	FLEX FEES	2,688.86
FLOOR MAINTENANCE	BOWLS/LIDS/TRAYS/FOIL/GLOVES/JANITORIAL SUPPLIES	991.02
FRAHM, LINDSI	AUDITORIUM DEPOSIT REFUND	150.00
FRANKLIN, CAREY	UTILITY REFUND	300.00
GALE/CENGAGE LEARNING	BOOKS	172.83
GERHOLD CONCRETE CO INC.	CONCRETE	97.50
GROSSENBURG IMPLEMENT INC	TRACTOR RENTAL/SPINDLE/FILTER KIT/GAUGE	706.12
HAUFF MID-AMERICAN SPORTS	FIELD PAINT	196.94
HAWKINS, INC	POOL CHEMICALS/ADAPTER/NUT/CHLORINE	4,427.53
HEARTLAND FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION	924.50
HEMPEL, STEPHANIE	UTILITY REFUND	122.00
HENDERSON, JACOB	UTILITY REFUND	106.25
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	105.26
HILL, MONTANA	FIRE SCHOOL REIMBURSEMENT	150.00
HOMETOWN LEASING	CITY HALL COPIER LEASE	409.53
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,783.28
INDUSTRIAL CHEM LABS & SERVICES INC	GRAFFITI REMOVER	88.16
IRS	FICA WITHHOLDING	14,053.42
IRS	FEDERAL WITHHOLDING	9,230.07
IRS	MEDICARE WITHHOLDING	3,286.70
ISLAND SPRINKLER SUPPLY CO	IRRIGATION SPRINKLERS	82.80
JIMENEZ, JHOMATAN	UTILITY REFUND	300.00
KAMLER, COURTNEY	FIRE SCHOOL REIMBURSEMENT	150.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KOTROUS, KIEFER	UTILITY REFUND	133.63
LOUIS BENSOTER	TIF PRINCIPAL & INTEREST	2,298.43
MAAS, COURTNEY	REC RUN CLUB-MARKING PAINT/SIGNS	122.48

Vendor	Payable Description	Payment Total
MACIEL, BRIAN	UTILITY REFUND	121.21
MAIN STREET AUTO CARE	TOWING CHARGES	150.00
MAIN STREET AUTO CARE	TOWING CHARGES	100.00
MAIN STREET AUTO CARE	TOWING CHARGES	150.00
MCGUEEN, MARTHA	UTILITY REFUND	104.77
MES-MIDAM	PARTICULATE FIRE HOOD	951.12
MID PLAINS GRAIN	TIF INTEREST	6,385.62
MILLER, CASSADY	AUDITORIUM DEPOSIT REFUND	150.00
MONAHAN, PHILLIP	FIRE SCHOOL REIMBURSEMENT	150.00
MULLINS, MATTHEW	UTILITY REFUND	130.97
MUNTER, DEVON	UTILITY REFUND	190.70
MZRB LLC	TIF PRINCIPAL & INTEREST	2,864.57
NE DEPT OF REVENUE	STATE WITHHOLDING	3,767.30
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	89.00
NEBRASKA ENVIRONMENTAL PRODUCTS	STREET SWEEPER -DIRT SHOE	19.22
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	286,048.78
NEUMANN, CRAIG	UTILITY REFUND	300.00
NORTHEAST POWER	WHEELING CHARGES	12,842.38
NOVA FITNESS EQUIPMENT	PREVENTATIVE MAINTENANCE	388.50
NOZICKA, ERIN	UTILITY REFUND	300.00
OCC BUILDERS LLC	WAYNE COUNTRY CLUB-CLUB HOUSE	30,444.00
ONE OFFICE SOLUTION	STANDING DESK/MAT	364.98
OSTEN, MICKY	UTILITY REFUND	159.72
OVERDRIVE, INC.	AUDIO/E BOOKS	300.83
POLLARD PUMPING	PORTA -POTTIE-SOCCER FIELD/POWER DRIVE	645.00
POPPE, JOEY	UTILITY REFUND	2.99
PUTTERS, SHELBY	UTILITY REFUND	219.71
QUALITY 1 GRAPHIC	SWIMMING POOL SIGNS	375.00
RADER, REMINGTON	UTILITY REFUND	300.00
REHAB SYSTEMS	ROOT CUT SEWER LINE/TELEVISION LINE	1,925.00
REUTER, CORTNEY	UTILITY REFUND	192.91
REYNOLDS, CHRISTINA	UTILITY REFUND	60.12
RON'S RADIO	PAGER REPAIR/BATTERY	145.70
SANDY BROWN	GREEN TEAM APPRECIATION MEAL REIMBURSEMENT	48.61
SARMIENTO, STEVE	UTILITY REFUND	140.48
SIEVERS, SHARLENE	HMOL CERTIFICATION REIMBURSEMENT	50.00
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	206.10
SMITH, DALTON	UTILITY REFUND	115.94
STAPLES, INC	OFFICE SUPPLIES	479.01
STATE NEBRASKA BANK & TRUST	WATER BANS	4,625.00
STUTZMAN, KELCEY	UTILITY REFUND	152.80
SWIM2000, INC	POOL SWIMMING SUITS	693.50
TEMME, NATE	FIRE SCHOOL REIMBURSEMENT	150.00
THE CAROM HOUSE	WAX CLEANER/POLISH	99.98
TOMASIEWICZ, MEGAN	UTILITY REFUND	95.27
TORRES, DEREK	UTILITY REFUND	125.73

Vendor	Payable Description	Payment Total
UNITED HEALTHCARE	HEALTH INSURANCE PREMIUM	35,048.35
UTILITIES SECTION	LINEWORKERS SAFETY TRAINING	4,375.00
VAKOC CONSTRUCT	SHINGLE SHEETING-CITY HALL GARAGE	42.30
VAN DIEST SUPPLY	BROADLEAF HERBICIDE	417.50
VANHORN, NICK	FIRE SCHOOL REIMBURSEMENT	150.00
VIAERO WIRELESS	CELL PHONE	116.55
VILLASENOR, CESAR	UTILITY REFUND	43.23
WATER ENVIRONMENT FEDERATION	MEMBERSHIP RENEWAL	148.00
WAYNE COUNTY COURT	BONDS	300.00
WAYNE COUNTY COURT	BONDS	300.00
WAYNE HOSPITALITY	TIF PRINCIPAL & INTEREST	21,026.99
WESCO DISTRIBUTION INC	BOX PAD/LED LIGHTS/CRIMP CONNECTORS/SPLICE	1,623.19
WIENHOFF, ADAM	UTILITY REFUND	166.21
WINDOM RIDGE	TIF PRINCIPAL & INTEREST	1,105.69
ZIMCO SUPPLY	FERTILIZER	150.00
	Grand Total:	612,325.84

ORDINANCE NO. 2018-17

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE V PUBLIC WORKS, CHAPTER 50 SOLID WASTE MANAGEMENT, SECTION 50.04 DISPOSAL; 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 V Public Works, Chapter 50 Solid Waste Management, Section 50.04 Disposal of the Municipal Code of Wayne, is hereby amended as follows:

50.04 DISPOSAL.

- (A) **All solid waste generated within the corporate limits of the city shall be deposited at the solid waste transfer station, or as otherwise designated by the Council. Solid waste may be disposed of by removing it to the solid waste transfer station.** Any other method of disposal other than set forth in the ordinances of the city is prohibited.
- (B) No person shall dispose of any such material by burning within the corporate limits of the city, except in an approved incinerator within the person's residence or business building; however, if such provision as to burning works a hardship on any person or business, the Council may grant a special permit for such burning and control such burning by the terms of such permit.
- (C) Nothing in this section shall prevent the use of outdoor cookstoves when used for the purpose of cooking.

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 _____, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2018-25

**A RESOLUTION APPROVING AGREEMENT WITH GILL HAULING, INC.,
FOR THE OPERATION OF THE WAYNE TRANSFER STATION.**

WHEREAS, the City sought Requests for Proposals for the operation of the Wayne Transfer Station; and

WHEREAS, the City received one proposal, that being from Gill Hauling, Inc., of Jackson, NE; and

WHEREAS, staff has reviewed said proposal and is recommending the same be accepted, and has directed staff to prepare an agreement with the terms and conditions stipulated therein.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and Gill Hauling, Inc., for the operation of the Wayne Transfer Station, a copy of which is attached hereto and incorporated herein by reference, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 5th day of June, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

CITY OF WAYNE TRANSFER STATION OPERATION AGREEMENT

This Agreement is entered into by and between **Gill Hauling, Inc.**, a Nebraska corporation, hereinafter referred to as "Operator," and **the City of Wayne, Nebraska**, a municipal corporation, hereinafter referred to as "City";

WHEREAS, the City has sought proposals for operations of the City's Transfer Station & Recycling Center ("Transfer Station"), located at 110 Windom Street in Wayne; and

WHEREAS, Operator has timely submitted its proposal for operation of the Transfer Station; and

WHEREAS, the City desires to enter into an agreement with Operator to allow it to operate the Transfer Station under certain conditions;

NOW, THEREFORE, in consideration of mutual covenants contained herein, City and Operator enter in the Agreement under the following terms and conditions:

1. This Agreement will be effective as of the date of its execution by the parties hereto and remain in effect for a period of three (3) years unless terminated by either party as hereinafter set forth and renewable for an additional consecutive three (3) years upon agreement of both parties.
2. Operator agrees to pay a fee of one thousand dollars (\$1000.00) per month to the City for the use of the Transfer Station.
3. Operator shall operate the Transfer Station under the City of Wayne's Nebraska Department of Environmental Quality (NDEQ) Solid Waste Permit, and agrees to follow all requirements and conditions of said permit.
4. Operator will provide proof of liability insurance in the amount of one million dollars (\$1,000,000), with the City named as an insured and will pay the cost of the City insurance for the Transfer Station.
5. Operator agrees that it will use all reasonable efforts to keep the grounds and surrounding area free of litter.
6. Operator will pay all the utility costs associated with the operation of the Transfer Station under this Agreement, including payment of the Nebraska Department of Environmental Quality Permit Fee.
7. Operator agrees to provide staffing and management to operate the Transfer Station as a facility for the collection of garbage and recyclable materials which shall be open to the public for a minimum of fifteen (15) hours per week and by appointment as determined by Operator.
8. Operator agrees to supply dumpsters/containers and collect garbage and recycling from selected City buildings, parks, facilities, and special events, including, but not limited to, the annual Wayne Chicken Show and related activities at no cost to the City. Dumpsters shall not exceed (sixteen) 16

in number. Operator also agrees to provide dumpsters/containers and accept garbage and recycling from Wayne County road litter and the Wayne County Fair at no cost to the County.

9. Operator agrees to provide continued access, space, and assistance for the local Boy Scout troop to operate their recycling collection program at the Transfer Station.
10. Operator agrees to provide containers at the Transfer Station to collect co-mingled recycling, single stream recycling and metal scrap from the City and/or the public to be transported and/or sold by Operator or City, and agrees to provide access to and space within the Transfer Station. Operator and City will work together to post clear signage indicating what to recycle for each container, and create flyers for public dissemination on what items are accepted at the transfer station for recycling.
11. Operator agrees to continue to collect recyclable materials with no fees to the public.
12. Operator agrees to accept the following special materials under the following conditions at the Transfer Station:
 - a. Tires will be accepted for a fee as determined by Operator to cover the disposal costs of said tires.
 - b. Waste oil will be accepted at no charge and then collected by Wayne County at no additional charge to Operator.
 - c. Refrigeration appliances will be accepted for a fee charged to the customer. Operator will drain the appliances of Freon and certify them as free of Freon.
13. Operator agrees to post for public viewing a schedule of any fees imposed on the collection of garbage or special materials brought to the Transfer Station for disposal. Operator will review the schedule yearly for updates and will provide a copy to the City when changed.
14. Operator will report the following monthly to the City:
 - a. scale tickets for total tonnage of garbage collected at Wayne Transfer Station
 - b. scale tickets for total tonnage of all single stream recycling by item collected at Wayne and delivered to a recycling center
 - c. scale tickets for total tonnage of all mixed stream recycling collected at Wayne and delivered to a recycling center
 - d. scale tickets for total tonnage of steel scrap collected at Wayne and sold
 - e. scale tickets for recycled glass collected at Wayne
 - f. scale tickets for single baled cardboard collected at Wayne and sold
 - g. scale tickets or actual count of tires collected at Wayne Transfer Station
 - h. scale tickets for any other items that are regularly collected at Wayne Transfer Station.
 - i. a log of customer complaints and resolution

- j. identification of the proprietor or business where the above items are delivered to for disposal and/or recycling.
15. City will maintain and repair the grounds, equipment, and buildings of the Transfer Station
 16. City will retain control and use of Lots 4 and 5, Original Town of Wayne, Nebraska.
 17. City agrees to insure the above-referenced property against any claims that may arise, and hold Gill Hauling, its agents, employees, and assigns, harmless for any claims against the City that arise due to City's negligence.
 18. There shall be no separate legal or administrative entity created by this Agreement.
 19. In the event that either party breaches any portion of this agreement, each party may pursue any remedies allowed by applicable law.
 20. This Agreement shall be binding upon and inure to the benefit of any and all successors, assigns, heirs, or their beneficiaries, of Operator.
 21. This Agreement shall be construed pursuant to the laws of the State of Nebraska.
 22. Any and all amendments, modifications or other changes to this Agreement shall be in writing, executed by the parties and attached to this Agreement.
 23. This Agreement may be terminated at any time as follows:
 - a. by either the City or Operator upon not less than thirty (30) days' prior written notice to the other party in the event that such other party has materially breached its obligations under this Agreement and has failed or refused to remedy such breach within thirty (30) days after written demand therefore is given by the aggrieved party to the other;
 - b. by either City or Operator upon written notice to the other party, effective immediately, in the event the other party shall become the subject (voluntarily or involuntarily) of any proceeding relating to bankruptcy or insolvency, or makes an assignment or other arrangement for the benefit of its creditors, or is dissolved or liquidated (except as a consequence of a merger, consolidation or other corporate reorganization not involving the insolvency of such dissolved or liquidated party);
 - c. by either party, for any reason, upon ninety (90) days written notice; or
 - d. at any time and for any reason by mutual agreement of the parties
 24. Operator, its successors and assigns, hereby agrees to save and hold harmless City and any of its employees or agents from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by City. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs,

expenses of litigation and reasonable attorneys' fees. This save harmless clause is not intended to indemnify against any cost or damage, or portion thereof, caused by City.

25. All notices required or permitted hereunder shall be in writing and shall be deemed given when personally delivered or upon enclosure thereof in the adequately post-paid envelope, sent by first-class certified mail, to that party at the following address (or to such other address of which either party may advise the other in writing):

City of Wayne _____
306 Pearl Street _____
Wayne, NE 68787 _____

In witness whereof, the parties have hereunto executed this Agreement on this _____ day of _____, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Jill Brodersen, Mayor

Attest: _____
City Clerk

GILL HAULING, INC

By _____

Summary of Area Transfer Stations with Recycling Programs

Community	Trash Service		Materials Collected	Recycling Service Overview	Operations Funding	Markets for Recyclables
	City	Open Contract				
Beemer		x	Plastics #1 & #2 Cardboard Newspaper Magazines Aluminum & Tin Metals Electronics	Recycling drop-off only at transfer station. Plastics are commingled and baled; cardboard is baled; newspaper, magazines, and white paper are collected separately in large boxes and hauled loose (not baled); Equipment: two horizontal balers for cardboard/plastics; storage for baled/boxed materials.	Recycling is free for residents and businesses.	First Star Recycling
Hartington	x		Plastics #1 & #2 Plastics #3 - #7 Cardboard Newspaper Magazines Aluminum & Tin	Recycling Center serves communities and residents throughout Cedar County. Plastics #1 and #2 are source separated and baled; plastics #3-#7 are commingled and baled. The city contracts with Siouxland Recovery, who provides a trailer and transportation of the recyclables.	Recycling is free for residents, businesses, and communities dropping materials off. Municipal owned and operated waste service for residents is \$10/month for 64-gallon weekly service, additional trash is \$3/bag; supports the Recycling Center with the revenue from recyclables.	Siouxland Recovery Alters Metal
Neligh	X		Plastics #1, #2, #5, and #7 Plastics #3 - #7 Cardboard Newspaper Magazines Aluminum & Tin	Materials are source separated and collected by Laurel Recycling Center. Recycling Center receives no revenue from the sale of materials; Laurel Recycling covers hauling.	Recycling is free for residents and businesses.	Laurel Recycling Center
Pilger	x		Plastics #1 & #2 Cardboard Newspaper Magazines Aluminum & Tin Metals Electronics	Materials are source separated and baled. Accepts material/recycling trailer from Stanton.	Recycling is free for residents and businesses. Recycling fee of \$1/month included on utility bill to support the program.	Green Fiber First Star Recycling
Tekamah		x	Plastics #1 - #7 Cardboard Newspaper Magazines	Plastics are commingled, baled, and sent to International Paper. Tekamah pays hauling costs, but plastics accepted at no cost. Direct market	Recycling is free for residents and businesses, used by residents from surrounding communities.	International Paper Green Fiber

West Point				Aluminum & Tin Glass Plastics #1 & #2 Cardboard Newspaper Magazines Aluminum & Tin Metals Electronics	baled aluminum and tin. Glass is ground onsite, sold to County for fill. Plastics are collected commingled and baled; cardboard is baled; other fiber is	Recycling is free for residents and businesses.	Siouxland Recovery
Wisner				Plastics #1 - #7 Cardboard Newspaper Magazines Aluminum	Plastics are collected commingled and baled; cardboard is baled.	Recycling is free for residents and businesses. \$5.50 per month, included on the monthly utility bill for use of transfer station.	Green Fiber First Star Recycling

Notes

Of the 17 transfer stations throughout the northeast region, eight also operate a recycling collection and drop-off program including Wayne Transfer Station. Markets for materials include Firststar, International Paper, Siouxland Recovery, and Millennium Recycling. It is untypical for drop-off recycling programs of any kind to charge a fee, and NRC could not find an example of any Nebraska program doing so. Another option to save on recycling tip fees for the commingled plastics is to limit the plastic collection to #1 and #2, source separate, bale, and consider a different end market for those materials that may provide some revenue for the materials, or will accept them for free.

Contact
Megan Jackson, Program Manager
Nebraska Recycling Council
mjackson@nrcne.org
402.436.2384 x 1004



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RESOLUTION NO. 2018-33

A RESOLUTION APPROVING SUPPLEMENT AGREEMENTS (4) TO THE SMALL CELL MASTER LICENSE AGREEMENT BETWEEN THE CITY OF WAYNE AND ALLTEL COMMUNICATIONS OF NEBRASKA, LLC, D/B/A VERIZON WIRELESS.

WHEREAS, the City of Wayne is desirous of entering into the Supplement Agreements (4) with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless (Alltel) with regard to the Small Cell installations, outlining therein the rental payment of \$150 per year per Small Cell, a maintenance fee of \$25 per year per Small Cell, and the reimbursement of \$644 to install and purchase each new pole necessary to accommodate the Licensee's communications equipment, etc.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Supplement Agreements (4) to the Small Cell Master License Agreement" between the City of Wayne and Alltel, copies of which are attached hereto and incorporated herein by reference, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the Agreement on behalf of the City.

PASSED AND APPROVED this 5th day of June, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

SUPPLEMENT

This Supplement ("Supplement"), made this _____ day of _____, 20____ ("Effective Date") between the City of Wayne, a political subdivision of the State of Nebraska, hereinafter designated "Licensor", and Alltel Communications of Nebraska LLC d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell Master License Agreement between Licensor and Licensee, dated May 10, 2018 ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement, unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to install, construct, operate, repair and replace the Small Cell at the designated area in the ROW, as further described in Attachment 1 attached hereto (the "Licensed Area").
3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.
4. Term. The Supplement Term of this Supplement shall be as set forth in **Section 2.2** of the Agreement.
5. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area, as evidenced by the Acknowledgement required under **Section 2.2** of the Agreement.
6. Rent. The annual Rent for the Supplement Term shall be \$150.00 per year, per Small Cell, as determined and payable in accordance with **Section 5.1** of the Agreement.
7. Maintenance Fee. In consideration for the maintenance services provided by Licensor pursuant to **Section 5.4** of the Agreement, Licensee shall pay Licensor, on an annual basis, an amount equal to \$25.00 per year, per Small Cell (the "Maintenance Fee"). The annual Maintenance Fee shall commence per Small Cell and be payable concurrently with the annual Rent pursuant to **Section 6** of this Supplement.
8. Power Charges. Charges for LICENSEE's power consumption shall be billed to, and payable by, LICENSEE pursuant to **Section 5.3** of the Agreement.
9. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local

authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee's use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that any of such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensor. All rentals paid to said termination date shall be retained by Licensor. Upon termination of the Supplement in its entirety, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent or Maintenance Fees to Licensor.

10. Miscellaneous.

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LICENSOR:

City of Wayne, Nebraska

By: _____ DRAFT _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
_____ Attorney

LICENSEE:

Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless

By: Alltel Communications, LLC
Its Sole Member

By: _____ DRAFT _____
Name: _____
Title: _____
Date: _____

Exhibits to Supplement:
Attachment 1 - Licensed Area
Attachment 2 - Bill of Sale Form

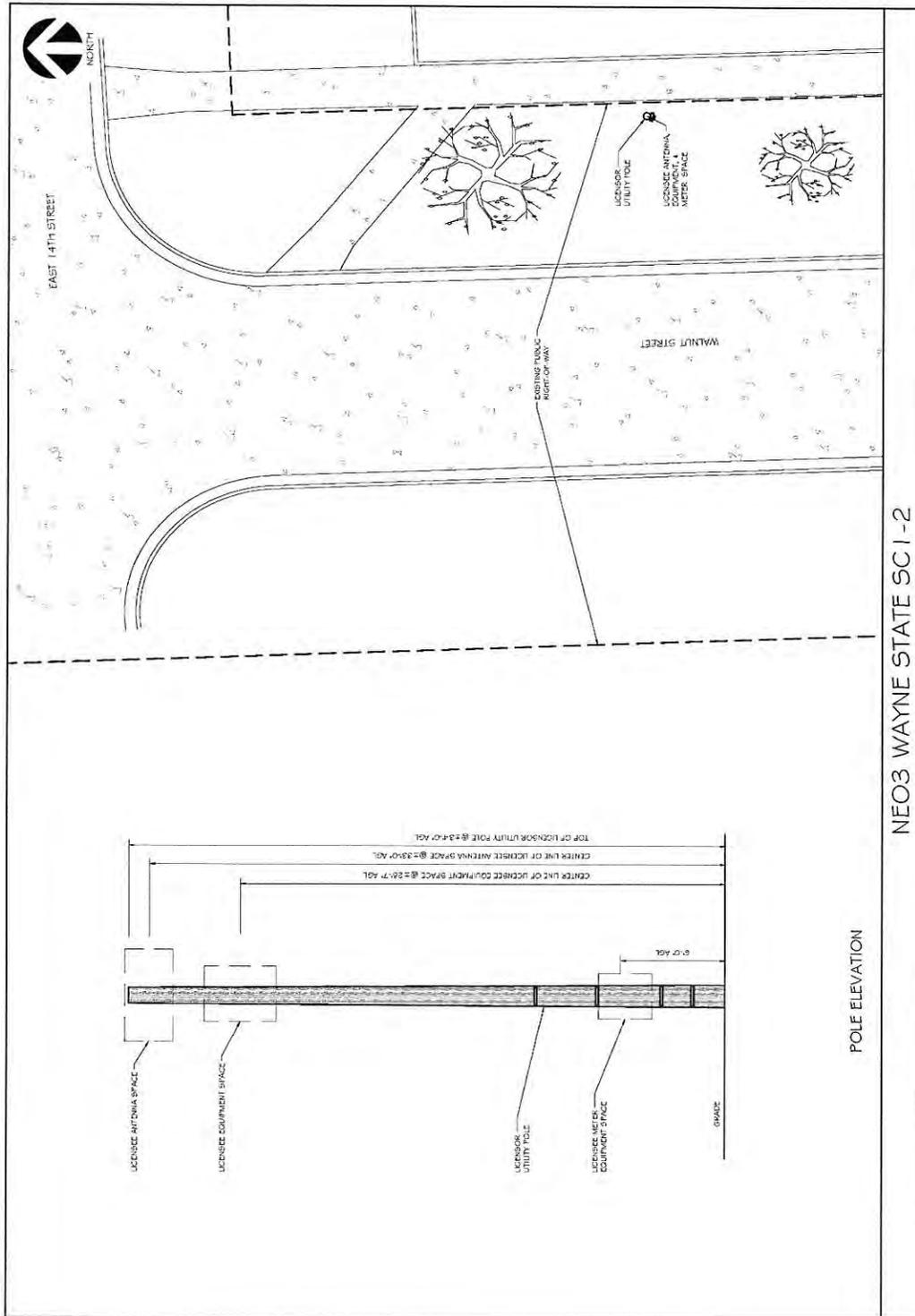
Attachment 1 to Supplement

Licensed Area

Near 1399 Walnut Street
Wayne, NE 68787

42° 14' 33.01" N
97° 0' 42.63" W

(See Attached Site Plan)



NE03 WAYNE STATE SC1-2

POLE ELEVATION

SUPPLEMENT

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City of Wayne, Nebraska

By: _____ DRAFT _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
_____, Attorney

LICENSEE:

Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless

By: Alltel Communications, LLC
Its Sole Member

By: _____ DRAFT _____
Name: _____
Title: _____
Date: _____

Exhibits to Supplement:
Attachment 1

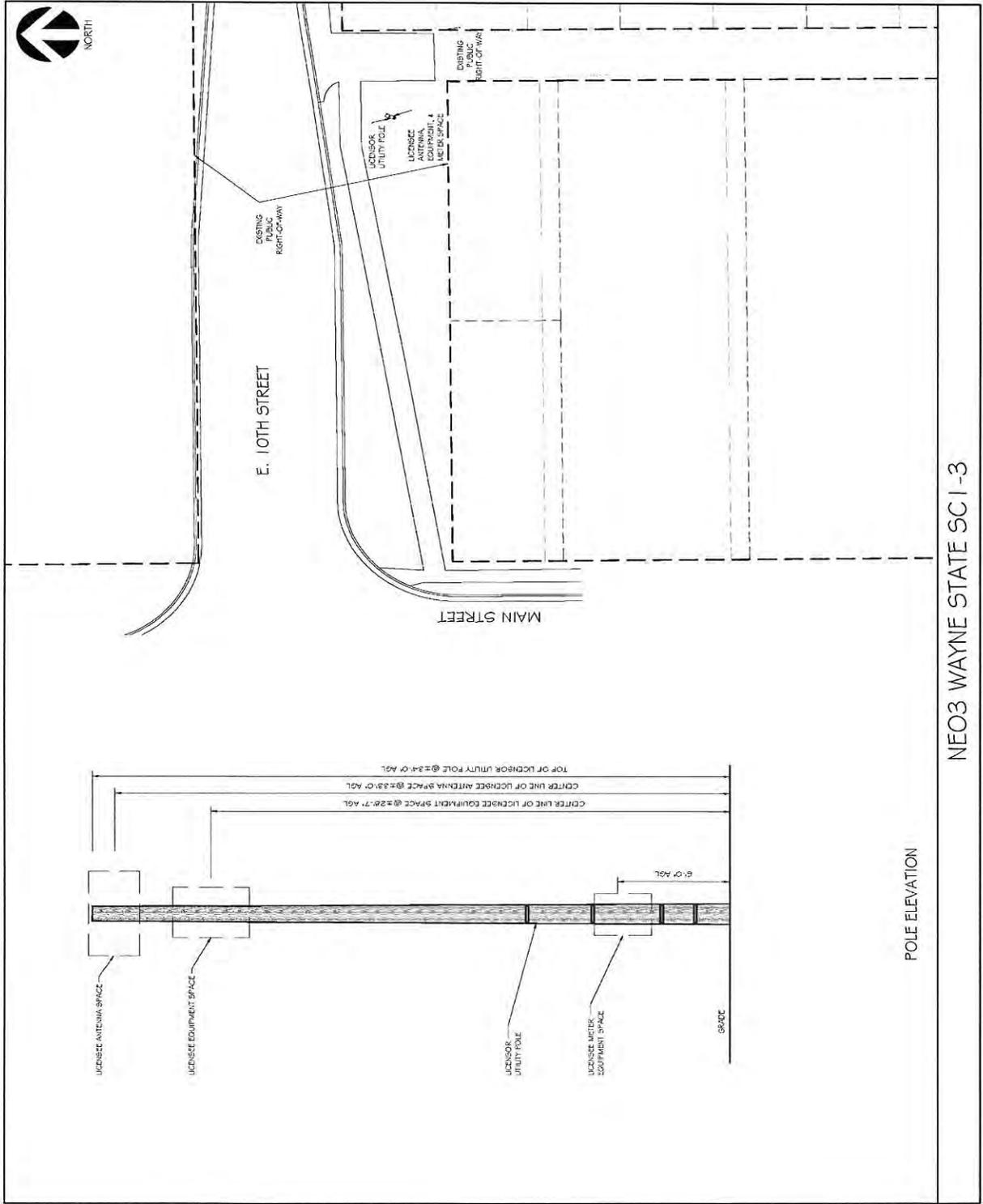
Attachment 1 to Supplement

Licensed Area

Near 35 East 10th Street
Wayne, NE 68787

42° 14' 22.70" N
97° 01' 1.76" W

(See Attached Site Plan)



SUPPLEMENT

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CITY ATTORNEY'S OFFICE

BY: _____
_____ Attorney

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Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless

By: Alltel Communications, LLC
Its Sole Member

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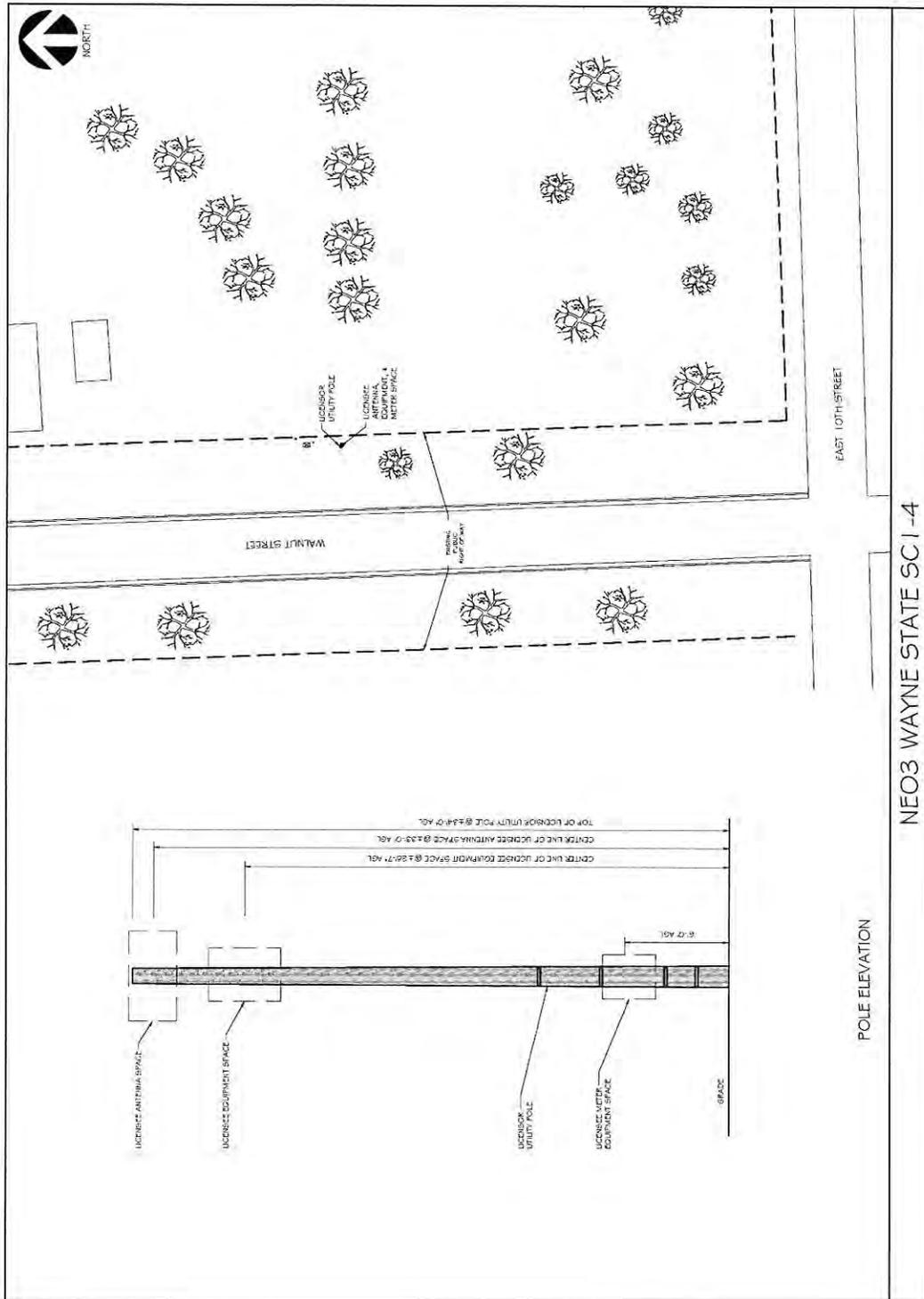
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Licensed Area

Near 1052 Walnut Street
Wayne, NE 68787

42° 14' 22.77" N
97° 0' 42.60" W

(See Attached Site Plan)



NE03 WAYNE STATE SC1-4

POLE ELEVATION

SUPPLEMENT

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By: _____ DRAFT _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
_____ Attorney

LICENSEE:

Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless

By: Alltel Communications, LLC
Its Sole Member

By: _____ DRAFT _____
Name: _____
Title: _____
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- Attachment 2 - Bill of Sale Form

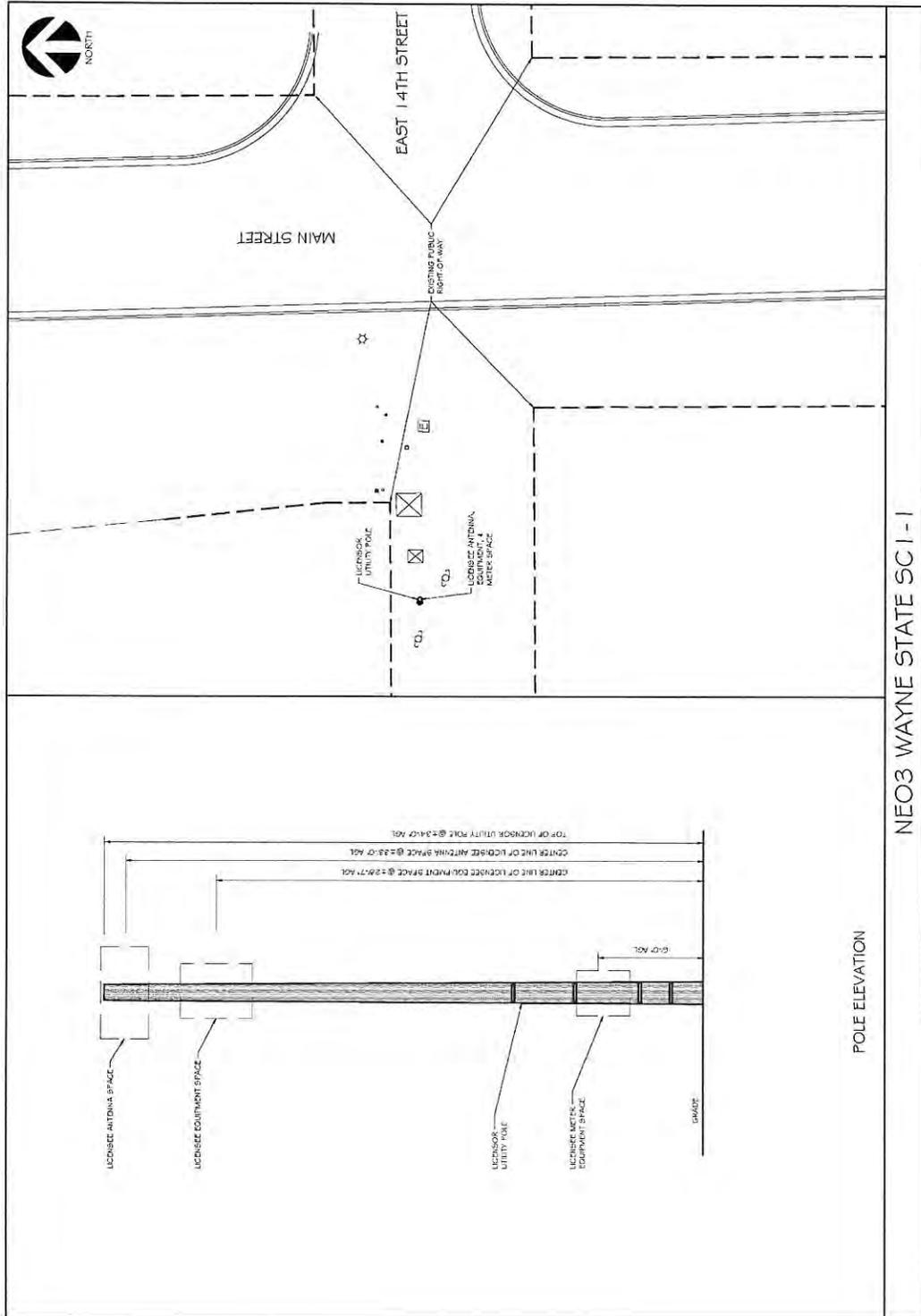
Attachment 1 to Supplement

Licensed Area

Near 1308 Main Street
Wayne, NE 68787

42° 14' 33.72" N
97° 1' 5.20" W

(See Attached Site Plan)



NE03 WAYNE STATE SC1-1

POLE ELEVATION

[Back to Top](#)

ORDINANCE NO. 2018-18

AN ORDINANCE APPROVING AMENDMENT NO. 3 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 Power Purchase Agreement with Cottonwood Wind Project, LLC, at their meeting on May 2, 2017, (as amended by Amendment No. 1 approved at their meeting on October 3, 2017, and as amended by Amendment No. 2 approved at their meeting on December 5, 2017); and

WHEREAS, it is necessary to again amend said contract, as outlined in Paragraph 3 of said Amendment No. 3.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Amendment No. 3 to the Power Purchase 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 No. 3 on behalf of the City.

PASSED AND APPROVED this 5th day of June, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)

RESOLUTION NO. 2018-34

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

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

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

PASSED AND APPROVED this 5th day of June, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

BUILDING/PLANNING

2018

Excavation Permit	\$	25.00
Annual Fee	\$	250.00

Moving Permit		
Primary	\$	200.00
Accessory	\$	50.00

Razing Permits		
Residential & Commercial	\$	75.00
Accessory Structures (includes garages)	\$	25.00

Plan Review Fee (non-refundable)

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

Fence Permit	\$	25.00
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Right-of-Way Permit for:

		Deposit
Grass/Yard	\$	35.00 \$500 / or Bond
Sidewalk	\$	35.00 None
Driveway/Parking	\$	35.00 \$500 / or Bond
Street/Alley Paving (includes curb grinding)	\$	50.00 \$1,000 / or Bond
Unpaved Alley	\$	135.00 \$1,000 / or Bond

Rock for Alleys	\$	210.00		Property owner's half/City pays the other half
-----------------	----	--------	--	--

Sidewalk	\$	25.00
----------	----	-------

Property Maintenance Fees

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

Driveway/Apron Cons. Permit Plus Bond/Deposit	\$	35.00
--	----	-------

Zoning Regulation

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

Variance Application (Board of Adjustment)	\$	200.00
--	----	--------

BUILDING/PLANNING

Use by Exception Application	\$	200.00
Subdivision		
Preliminary Plat	\$	100.00
Final	\$	200.00
Variance	\$	150.00
Lot Split/Admin. Subdivision	\$	150.00
Building Permits		
\$0 - \$5,000	\$	40.00
\$5,001 - \$25,000	\$	125.00
\$25,001 - \$50,000	\$	200.00
\$50,001 - \$100,000	\$	325.00
\$100,001 - \$200,000	\$	575.00
\$200,001 - \$300,000	\$	850.00
\$300,001 - \$400,000	\$	1,100.00
\$400,001 - \$500,000	\$	1,400.00
\$500,001 - \$1,000,000	\$	1,750.00
\$1,000,001 - \$1,500,000	\$	2,500.00
\$1,500,001 and up	\$	3,500.00

CITY OF WAYNE

ROW Permit Application

Permit Number:		One Call Ticket #:	
Applicant's Name:		Job Address:	
Lot:	Block:	Addition:	
or Description of alley or block:			
Description of work: (or attach plans)			
Area impacted by work: (mark all that apply)		Fee	Deposit
	Grass/Yard (no pavement)	\$35.00	\$500.00 / or Bond
	Sidewalk	\$35.00	None
	Driveway/Parking	\$35.00	\$500.00 / or Bond
	Street/Alley Paving (includes curb grinding)	\$50.00	\$1000.00 / or Bond
	Unpaved Alley	\$135.00	\$1000.00 / or Bond
The fee and deposit shall be based upon the highest number for each category marked and not a cumulative total of all of the impacted work areas.			
Applications shall not be approved until after a site visit by the inspector.			
All contractors shall call City Hall at (402) 375-1733 to schedule the required inspections.			
Signature:		Date:	
Fee Paid:	Deposit:	Certificate of Insurance Provided: (Sidewalks exempt)	
Date of site visit and approval:		Inspector:	
Date of rough inspection:		Inspector:	
Date of final inspection:		Inspector:	

PLEASE SEE REVERSE SIDE FOR SPECIFICATIONS.



May 31, 2018

City of Wayne
Attn: Wes Blecke
306 Pearl Street
Wayne, NE 68787

RE: Final Plans, Specifications, & Estimate
Wayne 2018 Pedestrian Curb Ramps
CDBG No. 16-CD-108
JEO Project No. 180182

Dear Wes and To Whom It May Concern:

Enclosed with this letter sent via email are the final plans, specifications, and opinion of probable cost for your review. The plans and specifications will be signed following Council's approval to advertise for letting. If any changes to plans and specifications are needed, let us know and we'll address them. If acceptable, please forward on for approval by Council.

Below is an outline of relevant project information for review:

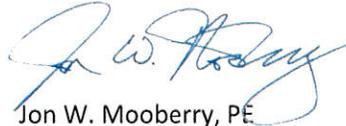
- ❖ Engineer's Opinion of Probable Cost
 - Total Opinion of Construction Cost = \$237,330
 - Total Opinion of Professional Services = \$64,440
 - Total Opinion of Project Cost = \$301,770
- ❖ Project Schedule
 - Advertisement/Publication Dates – June 21, 28, and July 5
 - Bid Opening – July 10, 2018, at 2 pm
 - Notice of Award – July 17, 2018 (Regular Council Meeting)
 - Earliest Tentative Start of Construction – August 13, 2018
 - Substantial Completion – September 1, 2019
 - Final Completion – October 1, 2019

The above estimated construction costs contain an industry standard 5% contingency for estimating final opinions of cost. Note, the Opinion of Probable Construction Cost provided on the invitation to bidders does not include this contingency and is reported as \$230,000.

Following your review, hard copies of these documents will be mailed to you for your use during the project letting phase. I would like to thank the City of Wayne for the opportunity to work with you on this project. JEO looks forward to the opportunity to continue to provide our services through construction and on future projects.

Please feel free to call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon W. Mooberry". The signature is fluid and cursive, with the first name "Jon" being particularly prominent.

Jon W. Mooberry, PE
Project Manager

Enclosures (Via Email); Final Plans, Specifications, and Opinion of Probable Cost
Cc (Via Email); Jan Merrill, Joel Hansen

ENGINEER'S FINAL OPINION OF PROBABLE COST

2018 Wayne Pedestrian Curb Ramps

Wayne, NE

JEO Project No. 180182.00

Date Prepared:

May 31, 2018



ESTIMATE OF QUANTITIES

Item #	Description	Unit	Quantity	Unit Price	Total
BASE BID/GROUP A					
1.	Mobilization	LS	1	\$16,500.00	\$16,500
2.	Temporary Traffic Control Measures	LS	1	\$4,200.00	\$4,200
3.	Clearing and Grubbing	LS	1	\$3,000.00	\$3,000
4.	Site Grading	LS	1	\$7,600.00	\$7,600
5.	Remove Tree	EA	3	\$2,000.00	\$6,000
6.	Remove Pavement	SY	272	\$60.00	\$16,320
7.	Remove Concrete Sidewalk	SF	8,871	\$3.00	\$26,613
8.	7" Concrete Pavement	SY	202	\$100.00	\$20,200
9.	6" Concrete Driveway	SY	68	\$65.00	\$4,420
10.	5" Concrete Sidewalk	SF	11,018	\$7.00	\$77,126
11.	7" Concrete Sidewalk	SF	474	\$9.00	\$4,266
12.	Detectable Warning Panels	SF	604	\$40.00	\$24,160
13.	Adjust Valve Box to Grade	EA	2	\$325.00	\$650
14.	Adjust Curb Stop to Grade	EA	4	\$325.00	\$1,300
15.	Hydro-Seeding, Fertilizer and Mulch	SF	13,657	\$1.00	\$13,657
				Construction Subtotal Base Bid	\$226,020
				Contingency 5%	\$11,310
				Total Opinion of Construction Cost	\$237,330
PROFESSIONAL SERVICES					
1.	Design & Construction Engineering Services (Excludes Material Testings)				\$59,920
2.	Overhead (Legal, Fiscal, Etc.)			2%	\$4,520
				Subtotal	\$64,440
				Total Opinion of Project Cost	\$301,770

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

RESOLUTION NO. 2018-35

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “WAYNE 2018 PEDESTRIAN CURB RAMP PROJECT,” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the hiring of JEO Consulting Group, Inc., as engineers for the “Wayne 2018 Pedestrian Curb Ramp Project” is hereby reaffirmed, and that the plans, specifications and estimate of cost of \$301,770, as prepared by the City’s engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 5th day of June, 2018.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk



June 1, 2018 (Via E-mail)

Electric Line Supervisor
Attn: Tim Sutton
City of Wayne

**RE: Pay Estimate No. 7
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. 7, 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. 7.
2. Have the appropriate official sign and date all three (3) pay estimates.
3. Send one (1) pay estimate and payment of \$86,257.39 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. 7
 WEST INNER AND EAST INNER CONVERSION
 WAYNE, NEBRASKA
 DGR Project No. 412305

For Period From: 1/1/18 To: 5/22/18
 Contractor: Karlan Peterson Powerline Contracting, LLC.
 Bid Date: March 1, 2017

SUMMARY

VALUE OF WORK COMPLETED TO DATE	\$444,927.45	ORIGINAL CONTRACT PRICE	\$690,290.43
LESS RETAINAGE.....(10%)	\$44,492.75	EXPECTED FINAL CONTRACT COST (w/C.O.s., Additions & Deletions)	\$690,290.43
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT	\$400,434.70	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT	\$400,434.70
LESS ESTIMATES PREVIOUSLY APPROVED		EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT	\$289,855.73
Pay Estimate No. 1	\$53,685.94	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT	58%
Pay Estimate No. 2	\$66,879.24		
Pay Estimate No. 3	\$19,444.37		
Pay Estimate No. 4	\$67,157.09		
Pay Estimate No. 5	\$72,018.82		
Pay Estimate No. 6	\$34,991.85		
Pay Estimate No. 7	N/A		
Pay Estimate No. 8	N/A		
TOTAL AMOUNT DUE THIS ESTIMATE	\$86,257.39		

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: Karlan Peterson Powerline Contracting, LLC.

By:  Date: 6/1/18

CERTIFICATE

THE AMOUNT OF \$86,257.39 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

City of Wayne, Nebraska, Owner

DGR Engineering, Engineer

By:  Date: 6/1/18



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	26.040	78%	\$27,941.44	11.537	34%	\$12,379.43
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	24.729	82%	26,631.15	5.097	17%	5,489.06
UD-10-2	Secondary cable, 600 V, 10-2 UF, Cu. w/igrd. (Mft.)	10.762	500.00	641.96	\$1,141.96	12,289.77	6.653	62%	7,597.46	1.177	11%	1,344.09
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	0.362	43%	572.01	0.269	32%	425.05
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	20.382	79%	39,091.25	2.947	11%	5,652.14
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	2.968	66%	10,278.01	0.535	12%	1,852.67
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	0.989	57%	3,051.70	0.444	25%	1,370.02
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	6	120%	3,529.68	4	80%	2,353.12
UG-(37.5)	10 transformer, 37.5 kVA (ea.)	12	500.00	88.28	\$588.28	7,059.36	11	92%	6,471.08			
UG-(50)	10 transformer, 50 kVA (ea.)	15	500.00	88.28	\$588.28	8,824.20	11	73%	6,471.08	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	1	100%	1,088.28	1	100%	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	4	80%	5,153.12	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	26	79%	6,000.02	3	9%	692.31
UM3-30	10 sectionalizing assembly (ea.)	4	200.00	630.62	\$830.62	3,322.48	3.76	94%	3,122.48	1	25%	830.62
UM33-60	30 sectionalizing assembly (ea.)	8	400.00	1,264.71	\$1,664.71	13,317.68	7.52	94%	12,517.68	3.76	47%	6,258.84
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	1	100%	3,979.32			
UR2-(24)	Trenching, 24" deep (Mft.)	19.923	5,000.00		\$5,000.00	99,615.00	12.395	62%	61,975.00	1.363	7%	6,815.00
UR2-(42)	Trenching, 42" deep (Mft.)	14.855	7,000.00		\$7,000.00	103,985.00	11.869	80%	83,083.00	2.729	18%	19,103.00
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	17.512	91%	28,432.48	4.288	22%	6,962.00
UR5-(1)1P	Bore with conduit, (1)1" (Mft.)	0.195	7,500.00	831.02	\$8,331.02	1,624.55	0.103	53%	858.10	0.050	26%	416.55
UR5-(1)2P	Bore with conduit, (1)2" (Mft.)	0.890	7,500.00	674.46	\$8,174.46	7,275.27	0.650	73%	5,313.40	0.102	11%	833.79
UR5-(2)2P	Bore with conduit, (2)2" (Mft.)	0.170	7,500.00	1,354.79	\$8,854.79	1,505.31	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	0.197	29%	2,045.73	0.135	20%	1,401.90
UR5-(4)2P	Bore with conduit, (4)2" (Mft.)	0.775	10,000.00	2,505.50	\$12,505.50	9,691.76	0.717	93%	8,966.44	0.193	25%	2,413.56
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	0.265	44%	6,302.59	0.110	18%	2,616.17
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)CBL5	Bore with conduit, (3)2" & (3) Cables (Mft.)	0.110	12,500.00	2,139.14	\$14,639.14	1,610.31	0.116	105%	1,698.14	0.116	105%	1,698.14
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	0.077	103%	750.71	0.077	103%	750.71
UR6-(24)	Bore without conduit, 24" deep (Mft.)	3.785	7,500.00		\$7,500.00	28,387.50	4.055	107%	30,412.50	0.818	22%	6,135.00
UR6-(42)	Bore without conduit, 42" deep (Mft.)	0.770	7,500.00		\$7,500.00	5,775.00	0.414	54%	3,105.00	0.231	30%	1,732.50
UR8	Core drill, six (6) inch diameter (ea.)	37	100.00		\$100.00	3,700.00	34	92%	3,400.00	1	3%	100.00
UR9-S	Shallow crossing (Mft.)	0.200	20,000.00		\$20,000.00	4,000.00	0.010	5%	200.00			
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						



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.	Units Comp.	% Comp.	
UR-LDS	Lawn damage seeding (Mft.)	22.388	500.00		\$500.00	11,194.00	16.414	73%	3.508	16%	1,754.00
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	5.4	45%	4.99	42%	1,497.00
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%			
						TOTAL CONTRACT PRICE:	\$690,290.43	TOTAL TO DATE:	\$444,927.45		\$95,841.51