

**AGENDA  
CITY COUNCIL MEETING  
June 19, 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 – June 5, 2018](#)
4. [Approval of Claims](#)
5. [Action on Application for Addition to Liquor License – Johnnie Byrd Brewing Company at 117 W. 2<sup>nd</sup> Street \(new description – single story building approximately 87’ x 44,’ including outdoor area approximately 30’ x 34’\) — Greg Ptacek, Owner](#)

**Background:** Greg has made application to the Nebraska Liquor Control Commission to expand the area of his liquor licensed premises.

**The old description read:** single story building approximately 86.5’ x 44,’ including outdoor area approximately 20’ x 33.’

**The new description will read:** single story building approximately 87’ x 44,’ including outdoor area approximately 30’ x 34.’

You will see in the documentation provided a page titled “Beer Garden Additional Information” where it talks about fencing and what Johnnie Byrd would prefer if the Council so desires the same.

6. [Action on a request to close 2<sup>nd</sup> Street from the alley to Pearl Street for the Wayne Farmers’ Market Grand Opening on July 11<sup>th</sup> \(Halloween\) from 5:00 p.m. to 9:00 p.m. and on July 12<sup>th</sup> \(Chicken Days\) from 8:30 a.m. to 2:00 p.m. — Monica Snowden, Wayne Farmers’ Market Volunteer Council Member](#)
7. [Action to direct City staff to obtain an environmental assessment on what is known as the “Girl Scout Cabin” and to solicit bids for razing said structure](#)

**Background:** The City Council discussed the future of the Girl Scout Cabin at its retreat in January. At the meeting on March 6<sup>th</sup>, the Council approved the retreat goals by amending the Girl Scout Cabin item from the 5-year list to the 1-year list. A title search was conducted on the property and determined there is no separate deed for the cabin itself; therefore it goes with the land which the City owns. The same

pictures presented at the retreat are included in the packet. Current Girl Scout leaders are aware of the potential action by the Council.

8. [Ordinance 2018-17: Amending Wayne Municipal Code Title V Public Works, Chapter 50 Solid Waste Management by amending Section 50.04 Disposal \(Second Reading\)](#)
9. [Ordinance 2018-18: Approving Amendment No. 3 to the Power Purchase Agreement between the City of Wayne and Cottonwood Wind Project, LLC \(Second Reading\)](#)
10. [Resolution 2018-36: Accepting proposal and awarding contract on the Versacourt Play Area Project](#)

**Background:** The City received a \$30,000 reimbursable grant from the NRD to assist in funding this project at the old swimming pool park (old tennis court area). The project would include a “versacourt/flexcourt” material covering the entire concrete slab and provide 2 full-sized basketball courts (4 new goals) with 2 pickle ball courts (2 sets of nets and support sleeves) on one basketball court, and 1 volleyball court (net and support sleeves) on the other court. The space between the courts would be marked for hopscotch and 4-square. Staff has met with representatives on site from all 3 companies submitting bids for the project. This would be the first step in revitalizing this park/swimming pool property. Of the 3 firms submitting proposals, Crouch Recreation is the lowest price.

11. [Action on Pay Estimate No. 3 for the “Electric Meter Cutover West Inner and East Inner Conversion Electric Distribution Project” in the amount of \\$7,327.58 to Klein Electric, Inc.](#)

**Background:** This Pay Application is for work completed to date on the project and approved by the engineer.

12. [Action on Pay Application No. 2 in the amount of \\$25,167.00 to OCC Builders, LLC, for the Wayne Golf & Country Club Clubhouse Improvement Project](#)

**Background:** This Pay Application is for work completed to date on the project and approved by the architect.

13. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
June 5, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, June 5, 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, Terry Buck, Jason Karsky, Matt Eischeid and Nick Muir; 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 May 24, 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.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meeting of May 15, 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, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ACES, SE, 3690.00; AMAZON.COM, SU, 351.09; AMERICAN PUBLIC POWER ASSOCIATION, FE, 1600.92; AMERITAS, SE, 88.59; AMERITAS, SE, 60.16; AMERITAS, SE, 2290.46; AMERITAS, SE, 72.00; APPEARA, SE, 97.04; AQUAQUALITY

POOL & SPAS, SU, 37.00; BACON, ALLEN, RE, 150.00; BATTERY SOLUTIONS, SU, 109.95; BAYREUTHER, ZACH, RE, 98.59; BERCK, ETHAN, RE, 76.08; BLACK HILLS ENERGY, SE, 551.51; BLACKBURN MANUFACTURING, SU, 360.76; BOARDERS INN & SUITES, SE, 1596.00; BORDER STATES INDUSTRIES, SU, 2646.41; BRAINERD, AMANDA, RE, 300.00; BRIAN BELT, RE, 162.79; BRINER, WAYNE, RE, 150.00; BUGS BOWS, SU, 525.00; BURKE, KES, RE, 191.78; BURROWS, JOSEPH W., RE, 100.00; BUSH, SAVANNAH, RE, 111.95; C. H. GUERNSEY & COMPANY, SE, 2435.10; CARBON DAY AUTOMOTIVE, SE, 500.00; CAVANAUGH, CALEE, RE, 171.33; CDW GOVERNMENT, SU, 18.38; CENTER POINT LARGE PRINT, SU, 72.71; CENTURYLINK, SE, 416.83; CITIZENS STATE BANK, RE, 9668.47; CITIZENS STATE BANK, RE, 1823.20; CITIZENS STATE BANK, RE, 1554.29; CITY EMPLOYEE, RE, 38.12; CITY EMPLOYEE, RE, 95.00; CITY EMPLOYEE, RE, 604.75; CITY EMPLOYEE, RE, 300.79; CITY EMPLOYEE, RE, 313.65; CITY EMPLOYEE, RE, 4077.88; CITY EMPLOYEE, RE, 4040.00; CITY OF WAYNE, RE, 4040.00; CLARK, TAYLOR, RE, 256.25; CORY BROWN, CONSTRUCTION, RE, 100.00; DANKO EMERGENCY EQUIPMENT, SU, 52.75; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 110.08; DEETS HOMESTORE, SU, 392.48; DEMERS, MITCHELL, RE, 210.57; DEMING, EMILY, RE, 179.49; DENNIS MOSELY, RE, 175.77; DGR & ASSOCIATES, SE, 306.00; DUTTON-LAINSON COMPANY, SU, 762.09; ECHO GROUP, SU, 87.40; ED M. FELD EQUIPMENT, SU, 1075.75; EICKMEIER, ABBY, RE, 229.46; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 511.91; ELLIS, DYLAN, RE, 150.00; EMANUEL, DYLAN, RE, 196.76; FIRE CATT, LLC, SE, 4125.30; FIRST CONCORD GROUP, SE, 2688.86; FLOOR MAINTENANCE, SU, 991.02; FRAHM, LINDSI, RE, 150.00; FRANKLIN, CAREY, RE, 300.00; GALE/CENGAGE LEARNING, SU, 172.83; GERHOLD CONCRETE, SU, 97.50; GROSSENBURG IMPLEMENT, SU, 706.12; HAUFF MID-AMERICAN SPORTS, SU, 196.94; HAWKINS, INC, SU, 4427.53; HEARTLAND FIRE PROTECTION, SE, 924.50; HEMPEL, STEPHANIE, RE, 122.00; HENDERSON, JACOB, RE, 106.25; HILAND DAIRY, SE, 105.26; HILL, MONTANA, RE, 150.00; HOMETOWN LEASING, SE, 409.53; ICMA RETIREMENT, SE, 9783.28; INDUSTRIAL CHEM LABS & SERVICES, SU, 88.16; IRS, TX, 14053.42; IRS, TX, 9230.07; IRS, TX, 3286.70; ISLAND SPRINKLER SUPPLY, SU, 82.80; JIMENEZ, JHOMATAN, RE, 300.00; KAMLER, COURTNEY, RE, 150.00; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KOTROUS, KIEFER, RE, 133.63; LOUIS BENSCOTER, RE, 2298.43; MAAS, COURTNEY, RE, 122.48; MACIEL, BRIAN, RE, 121.21; MAIN STREET AUTO CARE, SE, 150.00; MAIN STREET AUTO CARE, SE, 100.00; MAIN STREET AUTO CARE, SE, 150.00; MCGUEEN, MARTHA, RE, 104.77; MES-MIDAM, SU, 951.12; MID PLAINS GRAIN, RE, 6385.62; MILLER, CASSADY, RE, 150.00; MONAHAN, PHILLIP, RE, 150.00; MULLINS, MATTHEW, RE, 130.97; MUNTER, DEVON, RE, 190.70; MZRB LLC, RE, 2864.57; NE DEPT OF REVENUE, TX, 3767.30; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 89.00; NEBRASKA ENVIRONMENTAL PRODUCTS, SU, 19.22; NPPD, SE, 286048.78; NEUMANN, CRAIG, RE, 300.00; NORTHEAST POWER, SE, 12842.38; NOVA FITNESS EQUIPMENT, SE, 388.50; NOZICKA, ERIN, RE, 300.00; OCC BUILDERS LLC, SE, 30444.00; ONE OFFICE SOLUTION, SU, 364.98; OSTEN, MICKY, RE, 159.72; OVERDRIVE, INC, SU, 300.83; POLLARD PUMPING, SE, 645.00; POPPE, JOEY, RE, 2.99; PUTTERS, SHELBY, RE, 219.71; QUALITY 1 GRAPHIC, SU, 375.00; RADER, REMINGTON, RE, 300.00; REHAB SYSTEMS, SE, 1925.00; REUTER, CORTNEY, RE, 192.91; REYNOLDS, CHRISTINA, RE, 60.12; RON'S RADIO, SU, 145.70; SANDY BROWN, RE, 48.61; SARMIENTO, STEVE, RE, 140.48; SIEVERS, SHARLENE, RE, 50.00; SKARSHAUG TESTING LAB INC, SE, 206.10; SMITH, DALTON, RE, 115.94; STAPLES, SU, 479.01; STATE NEBRASKA BANK & TRUST, RE, 4625.00; STUTZMAN, KELCEY, RE, 152.80; SWIM2000, SU, 693.50; TEMME, NATE, RE, 150.00; THE CAROM HOUSE, SU, 99.98; TOMASIEWICZ, MEGAN, RE, 95.27; TORRES, DEREK, RE, 125.73; UNITED HEALTHCARE, SE, 35048.35; UTILITIES SECTION, SE, 4375.00; VAKOC CONSTRUCT,

SU, 42.30; VAN DIEST SUPPLY, SU, 417.50; VANHORN, NICK, RE, 150.00; VIAERO, SE, 116.55; VILLASENOR, CESAR, RE, 43.23; WATER ENVIRONMENT FEDERATION, FE, 148.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE HOSPITALITY, RE, 21026.99; WESCO, SU, 1623.19; WIENHOFF, ADAM, RE, 166.21; WINDOM RIDGE, RE, 1105.69; ZIMCO SUPPLY, SU, 150.00; AMERICAN BROADBAND, SE, 2474.21; BLAND, JONATHAN, RE, 300.00; BOMGAARS, SU, 7.28; BORDER STATES INDUSTRIES, SU, 1761.56; BROWN SUPPLY, SU, 337.65; CEDAR TITLE & ESCROW, SE, 100.00; CRA, RE, 750.00; CITY OF WAYNE, RE, 1393.29; CUMMINS CENTRAL POWER, SE, 1632.10; DANKO EMERGENCY EQUIPMENT, SU, 690.00; EASYPERMIT POSTAGE, SU, 1027.68; FREDRICKSON OIL, SU, 160.49; GERHOLD CONCRETE, SU, 8.23; GILL HAULING, SE, 237.50; GRAHAM TIRE SIOUX CITY, SU, 803.88; GROSSENBURG IMPLEMENT, SU, 38.46; HANSEN, BRAD, RE, 500.00; HEIKES AUTOMOTIVE, SE, 480.94; HELENA AGRI-ENTERPRISES, SU, 97.00; HYDRAULIC SALES & SERVICE, SE, 109.45; ISLAND SPRINKLER SUPPLY, SU, 172.20; MATT PARROTT, SU, 1391.45; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 232862.70; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 25954.04; NORTHEAST POWER, SE, 5010.00; ONE CALL CONCEPTS, SE, 120.99; ONE OFFICE SOLUTION, SU, 1220.00; PAC N SAVE, SU, 524.98; PLUNKETT'S PEST CONTROL, SE, 93.60; QUALITY FOOD CENTER, SU, 10.95; STATE NEBRASKA BANK-PETTY CASH, RE, 415.40; THOMPSON, LUCAS, RE, 250.00; TYLER TECHNOLOGIES, SE, 3012.95; US BANK, SU, 6015.12; WASTE CONNECTIONS, SE, 271.00; WAYNE COUNTY CLERK, SE, 10000.00; WAYNE COUNTY CLERK, SE, 46.00; WAYNE HERALD, SE, 533.00; WESCO, SU, 209.72; WAPA, SE, 15721.26; ZACH HEATING & COOLING, SE, 1709.50

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, to approve the claims. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated that the following ordinance would amend Wayne Municipal Code by reinstating some language that was previously taken out of the code when the same was recodified in 2017 that would require all solid waste generated within the corporate limits of Wayne be deposited at the solid waste transfer station. Roll off materials could be taken elsewhere if need be. Waste Connection is aware of this and is agreeable to the same.

Attorney Miller also opined that the purpose of this change is so that Gill can receive extra income off the garbage, thereby subsidizing the recycling so that the recycling can remain free.

Councilmember Eischeid introduced Ordinance No. 2018-17, and moved for approval thereof; Councilmember Greve seconded.

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.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The second reading will take place at the next meeting.

The following Resolution would approve the lease agreement with Gill Hauling, which was renegotiated to include the following:

- \$1,000 monthly lease payment;
- 3-year term with a 3-year renewal if the City so chooses;
- Gill will provide up to 16 dumpsters; and
- A provision that Gill will not charge for recycling for the term of the agreement.

Sandy Brown, Chair of the Wayne Green Team, stated that they would continue to work on educating the public on recycling and placing better signage at the transfer station.

Councilmember Sievers introduced Resolution 2018-25, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2018-25

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

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

The following Resolution would approve 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.

Councilmember Sievers introduced Resolution No. 2018-33 and moved for its approval; Councilmember Greve seconded.

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.

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

The following ordinance would approve Amendment No. 3 to the Power Purchase Agreement between the City of Wayne and Cottonwood Wind Project, LLC.

Councilmember Sievers introduced Ordinance 2018-18, and moved for approval thereof; Councilmember Buck seconded.

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.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The second reading will take place at the next meeting.

The following Resolution would approve the fee schedule to add fees for Right-of-Way Permits. The ordinances for the same were adopted at the last meeting.

Joel Hansen requested that since the Driveway and Sidewalk permits are covered under the Right-of-Way Permit, the same should be deleted.

Councilmember Eischeid introduced Resolution No. 2018-34 and moved for its approval, as amended (deleting the sidewalk permit and driveway/apron construction permit); Councilmember Sievers seconded.

RESOLUTION NO. 2018-34

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

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

Jon Mooberry of JEO Consulting Group prepared the plans and specifications for the “Wayne 2018 Pedestrian Curb Ramp Project.” The engineer’s estimate on the project is \$237,700. Said amount also contains a contingency. The invitation to bidders will be \$237,000. The total project cost is estimated to be \$301,770, which is under budget. The earliest start date would be August 13<sup>th</sup>. The substantial completion date is September 1, 2019, with the final completion date being October 1, 2019.

Councilmember Giese introduced Resolution 2018-35, and moved for its approval; Councilmember Greve seconded.

#### 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.

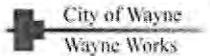
Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

DGR Engineering presented Pay Estimate No. 7 for the “West Inner and East Inner Conversion Electric Distribution Project” for \$86,257.39 to Karian Peterson Powerline Contracting, LLC. They have found the work to date completed in accordance with the plans and specifications, and recommend approval of the same.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Pay Estimate No. 7 for \$86,257.39 to Karian Peterson Powerline Contracting, LLC for the “West Inner and East Inner Conversion Electric Distribution Project.” Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Tim Sutton, Electric Distribution Superintendent, updated the Council on the project.

Councilmember Giese made a motion, which was seconded by Councilmember Buck, to adjourn the meeting. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 5:55 p.m.



Vendor	Payable Description	Payment Total
ADVANCED CONSULTING ENGINEERING SERVICES	SOUTHVIEW DITCH RELOCATION	1,200.23
ALVARADO, AWILMARY	UTILITY REFUND	129.23
AMERITAS LIFE INSURANCE	AMERITAS ROTH	70.74
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,522.50
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	97.43
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	FOAM FRESH CARPET CLEANER	229.35
BARONE SECURITY SYSTEMS	AUDITORIUM QUARTERLY INSPECTIONS/MONITORING FEE	144.00
BIGOTT, BRITTANY	UTILITY REFUND	71.39
BOMGAARS	AUGER/MOWER/DEHUMIDIFIER/PAINT/FILTER/TUBE	2,245.64
BORDER STATES INDUSTRIES, INC	CONTACTOR	90.95
CARHART LUMBER COMPANY	FASTENERS/CEMENT/PAINT/BREAKER	405.42
CARROT-TOP INDUSTRIES	FLAGS	191.59
CHRISTIANSEN CONSTRUCTION	POOL KEYS	32.03
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	32.02
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	782.81
CIVICPLUS	WEBSITE REDESIGN FEE	24,875.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	141.89
CULVER, ALEXIS	UTILITY REFUND	107.56
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	67.73
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	60.00
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,413.52
DOES, RYAN	UTILITY REFUND	190.33
ED M. FELD EQUIPMENT CO INC	OIL SOCK/DISPOSAL BAGS	261.20
ELECTRONIC ENGINEERING CO	POLICE RADIO REPETER REPAIR	210.00
ENDICOTT, ADAM	ART CAMP REFUND	50.00
FIVE STAR ENTERPRISES, INC	LIBRARY NAMEBADGES	15.60
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	669.29
GRAMLICH, ROY	BUILDING PERMIT DEPOSIT REFUND	100.00
GROSSENBURG IMPLEMENT INC	CHUTE/CAP KIT/FILTERS/EYEBOLTS	445.32
HELENA AGRI-ENTERPRISES, LLC	BROADLEAF WEED PREVENTER	145.50
HHS REGULATION & LICENSURE	WATER OP LICENSE-D ECHTENKAMP	115.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	106.11
HOFFART, BREANNA	UTILITY REFUND	145.71
HRBEK, ALEC	UTILITY REFUND	192.24
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,788.40
IMUS, KRAVEN	UTILITY REFUND	35.55
INTERSTATE ALL BATTERY	FIRE ALARM	49.90
IRS	MEDICARE WITHHOLDING	3,290.36
IRS	FEDERAL WITHHOLDING	10,194.48

Vendor	Payable Description	Payment Total
IRS	FICA WITHHOLDING	14,069.66
JACK'S UNIFORMS	DUTY JACKET/EMBLEMS	281.95
JANES, DAVID	UTILITY REFUND	31.18
JEO CONSULTING GROUP	PEDESTRIAN CROSSING CURB RAMPS	14,998.50
JMB CONTRACTING LLC	DRIVEWAY DEPOSIT REFUND	500.00
JOHN'S WELDING AND TOOL LLC	WATER SHUT OFF TOOL	332.51
JOHNSON, CHERYL	FIRE HALL DEPOSIT REFUND	200.00
KARIAN PETERSON POWER LINE CONTRACTING, LLC	EAST/WEST INNER CONVERSION	86,257.39
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KTCH AM/FM RADIO	CHLORINATION NOTICE	288.00
LEAVER, DEANNA	UTILITY REFUND	60.87
LUTT OIL	GASOLINE	5,662.60
MATHESON-LINWELD	OXYGEN	44.02
MAXNET SECURITY	MCAFEE VIRUS PROTECTION	2,290.50
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	191.00
MORENO, BLANCA	UTILITY REFUND	101.06
NE AIR FILTER	AIR FILTERS	319.16
NE DEPT OF ENVIRONMENTAL QUALITY	2017 AIR EMISSIONS	259.74
NE DEPT OF REVENUE	STATE WITHHOLDING	4,119.54
NE HARVESTORE	AIR FILTERS	42.68
NE LAW ENFORCEMENT	TABE TESTING	20.00
NEBRASKA JOURNAL LEADER	CAC AD-PONCA TALES & TRAILS	61.00
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	314,061.31
NEXTERA ENERGY	WIND ENERGY	14,302.19
NIENABER, JACOB	UTILITY REFUND	99.95
NORFOLK DAILY NEWS	POLICE OFFICER ADS	88.00
OCONNOR, KACIE	UTILITY REFUND	76.35
O'REILLY AUTOMOTIVE STORES, INC.	WHEEL NUT	18.30
PITNEY BOWES INC	FOLDER/POSTAGE METER LEASE	1,497.56
PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EXAM	270.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	197.01
RONHOVDE, ANNE	PARK REC REFUND	25.00
SHOPKO	DVD	17.99
SPARKLING KLEAN	JANITORIAL SERVICES	3,369.35
SPIEKER, PAIGE	ART CAMP INSTRUCTOR	400.00
STADIUM SPORTING GOODS	SHIRTS	138.00
STAPPERT, ANGELIQUE	UTILITY REFUND	119.10
STATE NEBRASKA BANK & TRUST	HWY ALLOCATION 13B PRINCIPAL/INTEREST	25,487.50
STATE NEBRASKA BANK & TRUST	SERIES 2013 GO PRINCIPAL/INTEREST	87,650.00
STATE NEBRASKA BANK & TRUST	ELECTRIC REVENUE BONDS 2012	165,627.50
STATE NEBRASKA BANK & TRUST	HWY ALLOCATION 13 PRINCIPAL/INTEREST	45,745.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	96.55
STENKA, JOSHUA	UTILITY REFUND	125.75
SULLIVAN, KRISTY	SWIM LESSON REFUND	35.00
SUPERCIRCUITS	KEYFOBS	775.00
TOMPKINS, LORETA	UTILITY REFUND	171.94

Vendor	Payable Description	Payment Total
TORRES, DULCE	UTILITY REFUND	68.43
TRACY, GUNNER	UTILITY REFUND	93.52
TYLER TECHNOLOGIES	MAYOR SIGNATURE LICENSE FEE	138.00
US FOODSERVICE, INC.	SENIOR CENTER FOOD SERVICE	1,142.68
VANDERBEEK, MARY	UTILITY REFUND	94.87
VAZQUEZ, ANDRES	UTILITY REFUND	43.47
VERIZON WIRELESS SERVICES LLC	CELL PHONES	317.53
VICTOR, KATHERINE	AUDITORIUM DEPOSIT REFUND	200.00
WAYNE AUTO PARTS	BATTERIES/CLIPS/DEGREASER/FILTERS	197.94
WAYNE COMMUNITY HOUSING	ENERGY INCENTIVE	2,000.00
WAYNE FIREWORKS COMMITTEE	FIREWORKS DONATION	2,000.00
WAYNE HERALD	ADS AND NOTICES	1,959.13
WAYNE HERALD	SUBSCRIPTION RENEWAL	48.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	154.00
WESCO DISTRIBUTION INC	PEDESTAL	353.10
WILLERS, NATHAN	UTILITY REFUND	84.26
WISNER WEST	FD-GASOLINE	130.50
	<b>Grand Total:</b>	<b>861,782.16</b>

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Pete Ricketts  
Governor

## STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

**Hobert B. Rupe**

*Executive Director*

301 Centennial Mall South 5<sup>th</sup> Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

June 4, 2018

Wayne City Clerk  
306 Pearl Street  
PO Box 8  
Wayne, Ne 68787

Dear Clerk:

Please present the following application for Addition to your board and send us the results of that action.

### **ADDITION: ADDITION OF OUTDOOR AREA**

**LICENSE #: LK-121870**  
**LICENSEE: JOHNNIE BYRD BREWING COMPANY**  
**TRADE NAME: JOHNNIE BYRD BREWING COMPANY**  
**ADDRESS: 117 W 2<sup>ND</sup> STREET**  
**CITY/COUNTY: WAYNE/WAYNE**  
**CONTACT NUMBER: 402-640-1989**  
**CONTACT PERSON: GREG PTACEK**  
**EMAIL: GREG@JOHNNIEBYRD.BEERT**

**REQUEST: ADDITION OF OUTDOOR AREA TO THE NORTH SIDE OF BUILDING APPROX 30' X 34'**

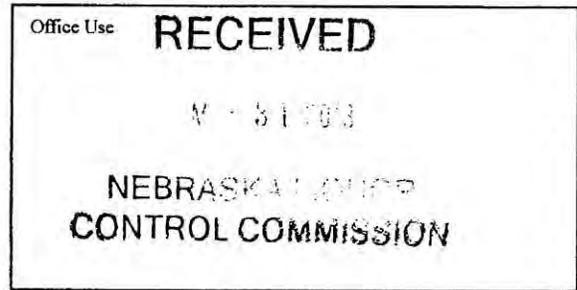
**MAKING THE NEW DESCRIPTION READ: SINGLE STORY BLDG APPROX 87' X 44' INCLUDING OUTDOOR AREA APPROX 30 X 34**

**APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_**

TRACY BURMEISTER  
Licensing Division

**APPLICATION FOR ADDITION  
TO LIQUOR LICENSE**

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



**Application:**

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.  
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 1280870 121870 CLASS TYPE LK  
LICENSEE NAME Johnnie Byrd Brewing Company  
TRADE NAME Johnnie Byrd Brewing Company  
PREMISE ADDRESS 117 W 2nd St  
CITY Wayne ZIP CODE 68787 COUNTY Wayne  
CONTACT PERSON Greg Ptacek  
PHONE NUMBER OF CONTACT PERSON 402-640-1989  
EMAIL ADDRESS OF CONTACT PERSON Greg@johnniebyrd.beer

Ck 1148  
45040



1. **What is being added?**

**Explain the type of addition that is being requested, i.e. beer garden, adding to building**

Beer garden to the north of the building; 25'x~~36'~~ 34'

2. **Will this addition cause the location to be 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).

Must include supplemental Form 134 found at this link:

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

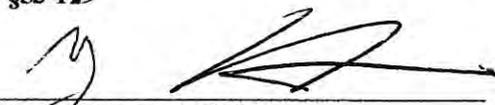
Must include supplemental Form 135 found at this link:

3. **Include a sketch of the area to be added showing:**
- ✓ existing licensed area with length & width in feet
  - ✓ area to be added with length & width in feet
  - ✓ direction north

4. **If adding an outdoor area explain:**
- ✓ type of fencing
  - ✓ height of fence
  - ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

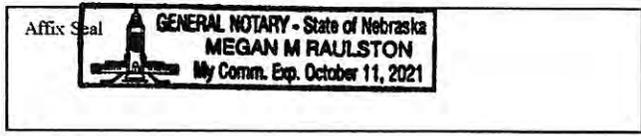
I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

  
Signature of Licensee or Officer

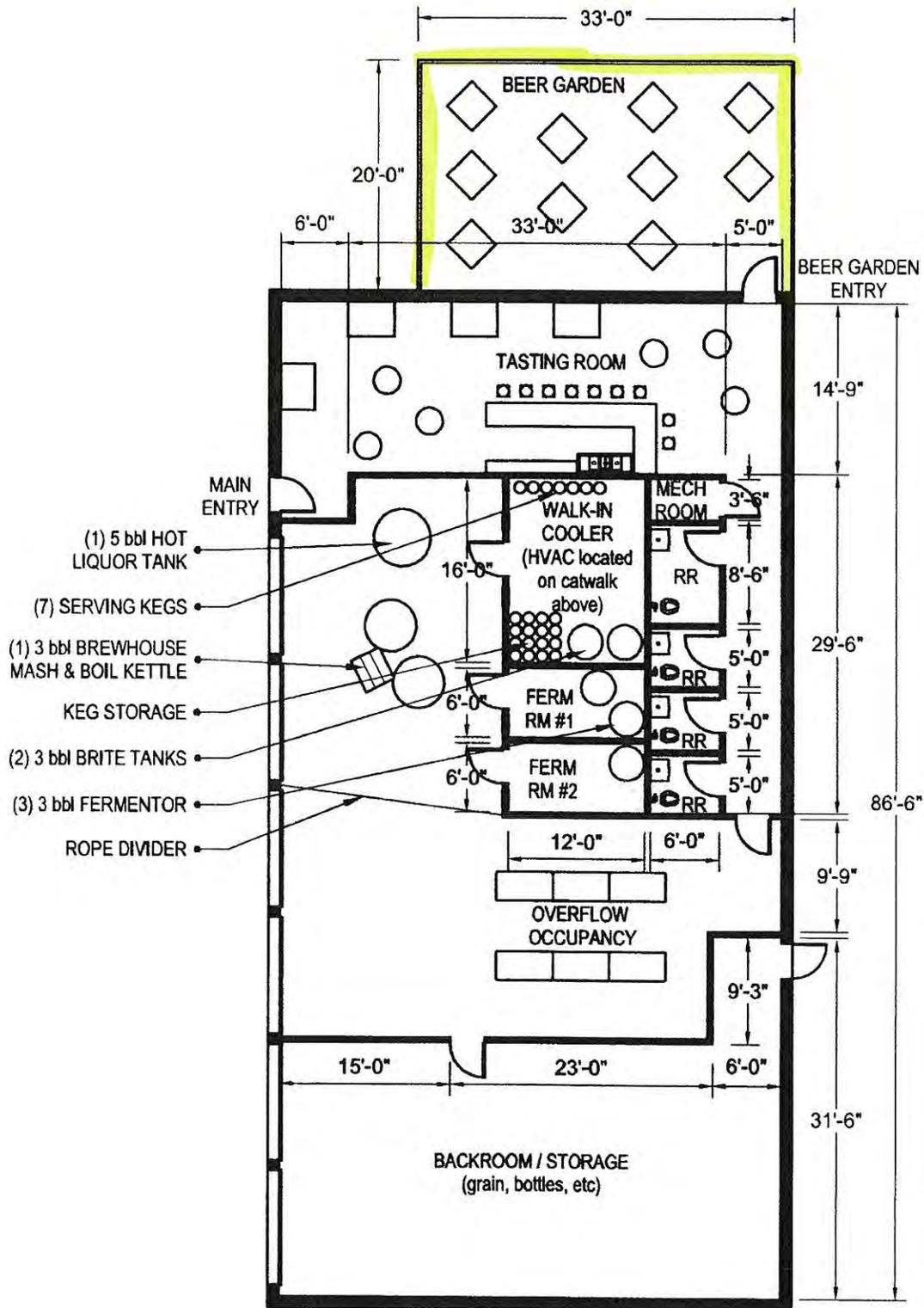
State of Nebraska  
County of Wayne The foregoing instrument was acknowledged before me this

May 25, 2018 by Greg Ptacek  
Date name of person acknowledged (individual(s) signing document)

Megan M Raulston  
Notary Public signature



Original  
approved 9-5-17

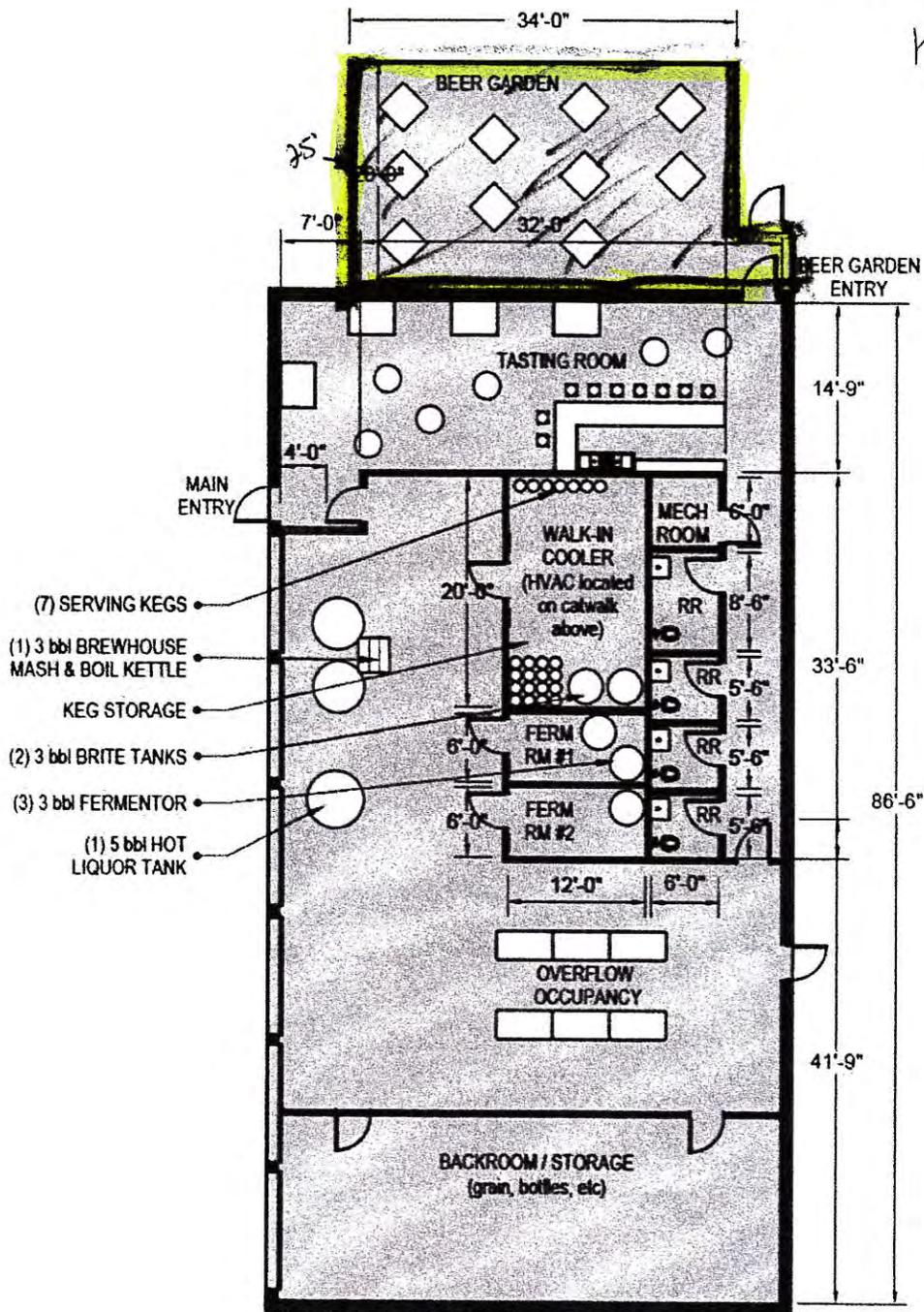


**Conceptual Floor Plan - Greg Ptacek**  
Wavne, Nebraska

N  
floor plan  
not to scale

New

addition  
highlighted in  
orange



**Conceptual Floor Plan - Greg Ptacek**  
Wayne, Nebraska

N  
↑  
floor plan  
not to scale



*Spread your wings.*

## BEER GARDEN ADDITIONAL INFORMATION

**Fencing:** dependent upon City Approval/Recommendation either a 4'-6' wire fence or a 4'-6' wooden planter box fence will be installed. Johnnie Byrd's preferred option would be a 4' wire fence.

**Length & width of outdoor area:** the area will be 25' by 34' with an additional 5'x5' egress area.

**JOHNNIE BYRD BREWING COMPANY**

117 W. 2<sup>nd</sup> Street  
Wayne, NE

402 833 1522

Greg@Johnniebyrdbeer

## LEASE AGREEMENT

This Lease Agreement is made on this 15 day of March, 2017, by and between Rustic Treasures, LLC, a Nebraska Limited Liability Company, hereinafter referred to collectively as "Lessor," and Johnnie Byrd Brewing Company, a Sole Proprietorship, hereinafter referred to as "Lessee."

**WHEREAS**, Lessor is the owner of certain real estate as more fully described below; and

**WHEREAS**, Lessee wishes to lease said property from Lessor; and

**WHEREAS**, both parties to this lease agreement acknowledge that the building will be used for production and sale of alcoholic beverages,

**NOW, THEREFORE**, and parties hereto agree and acknowledge the following:

**1. Property to be Leased.**

Lessor agrees to lease to Lessee the following described real estate pursuant to the terms and conditions stated herein:

*The West 43 feet of the building located on Lots One (1), Two (2), and Three (3), Block Twenty-One (21), Original Town of Wayne, Wayne County, Nebraska*

**2. Term:**

The term of this Lease shall be three (3) years, commencing on the 15<sup>th</sup> day of March, 2017, and terminating on the 14<sup>th</sup> day of March, 2020. After the expiration of the three year lease, Lessee shall have the option to purchase that portion of the property utilized by Lessee's business, with the exact legal description to be determined at a later date, upon Lessor obtaining a survey and subdividing the current property. If Lessee exercises his right to purchase after three (3) years, the purchase price shall be \$110,000, with other terms and conditions of the purchase to be negotiated at the time of sale.

If Lessee chooses not to purchase the property at the expiration of three (3) years, then Lessee shall have the option to renew the Lease for a period of two (2) years, or until March 14<sup>th</sup>, 2022. After the expiration of this additional two year lease, Lessee shall again have the option to purchase that portion of the property utilized by Lessee's business, with the exact legal description to be determined at a later date, upon Lessor obtaining a survey and subdividing the current property. If Lessee exercises his right to purchase after the expiration of two year lease

extension, then Lessor and Lessee will negotiate all terms and conditions of the purchase, including the price of sale.

If Lessee chooses to renew the lease at the expiration of three years, any and all terms of said Lease renewal shall be negotiated between the parties, and a written lease shall be executed within ninety (90) days of the end of this lease agreement. If negotiations for renewal are not completed by the timeline outlined above, then this Lease shall expire on its own terms. The terms and conditions of this lease shall become effective March 15, 2017. The amount of rent shall be \$800.00 per month. Rent payments shall begin on August 1, 2017, and on the 1<sup>st</sup> of each month thereafter. Monthly payments received after the 10<sup>th</sup> of the month will incur a \$25.00 late fee. Lessee will not be obligated to pay rent for March, April, May, June, or July of 2017.

**3. Obligation to Pay Rent:**

The parties hereto agree and acknowledge that the Lessee shall be liable for all rent payments hereunder upon execution of this agreement unless specified otherwise in this lease.

**4. Taxes:**

The Lessee shall pay to Lessor the month prior to which payment must be made without penalty or interest, one half of all real estate property taxes, or other governmental obligations or charges that shall or may come due during the lease term that arise in connection with the use of all or any part of the premises described in this lease other than income taxes of Lessor. Lessee shall also be liable for a pro-rated portion of the real estate taxes for the year in which Lessee vacates the building based upon the last day of possession of the building by Lessee.

**5. Utilities:**

The Lessor and Lessee shall each pay their respective utility bills. However, the Lessee shall be solely responsible for the cost of all water usage for the entirety of the building.

**6. Insurance:**

During the term of this lease agreement and for any further time that the Lessee shall hold the premises described above, the Lessee shall obtain and maintain at its expense renter's insurance for Lessee's property located on the premises.

**7. Indemnification:**

Lessee shall indemnify and hold the Lessor harmless against any and all expenses, liabilities and claims of every kind, including reasonable attorney fees, by or on behalf of any person or entity arising out of (1) a failure by Lessee to perform any of the terms or conditions of this lease agreement, (2) any injury or damage happening on or about the premises herein, (3) failure to comply with any law of any governmental authority, or (4) any lien or security interest filed on or against the premises for any fixtures or permanent improvements made thereon unless caused by the gross negligence of the Lessor or their employees.

**8. Default:**

Each of the following events shall constitute a default of this lease agreement by the Lessee:

- a. Failure to pay rent herein;
- b. Failure to comply with any other term or condition of this agreement;
- c. The filing of a petition in bankruptcy or insolvency; or
- d. Vacating or abandoning the premises for a period of more than thirty (30) days, without a prior written notice and agreement between Lessor and Lessee.

**9. Effect of Default:**

In the event of any default under this lease agreement (except for the lease payment) is not cured by Lessee within 20 days of written notice of said default, the Lessor may immediately terminate and cancel this lease agreement and use any means permitted by Nebraska law to remove the Lessee from the premises.

**10. Easements, Agreements, or Encumbrances:**

The parties hereto shall be bound by all easements, agreements, and encumbrances of record relating to the premises and the Lessor shall not be liable to the Lessee for any damages resulting from any action taken by holder of any interest described herein pursuant to the rights of that holder.

**11. Quiet Enjoyment:**

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the premises free from any eviction or interference by the Lessor if Lessee pays the rent and complies with all other terms and conditions provided in this lease agreement.

**12. Notices:**

Notices, demands, or other writings in this lease agreement may be sent to the parties at the following addresses:

TO LESSOR:

Rustic Treasures, LLC  
c/o Lukas Rix and Mark Kanitz  
207 Main Street  
Wayne, NE 68787

TO LESSEE:

Johnnie Byrd Brewing Company  
c/o Greg Ptacek  
911 East 2<sup>nd</sup> Street  
Neligh, NE 68756

**13. Assignment, Mortgage or Sub-Lease:**

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge, or encumber this lease agreement or sub-let the premises in whole or in part, will permit the premises to be used or occupied by others, nor shall this lease agreement be assigned or transferred by operation of law, without the prior, express, and written consent in writing of the Lessor in each instance.

**14. Modification:**

Any amendment, modification or other change to this lease agreement shall be binding upon the parties only if reduced to writing, signed by each party hereto and attached to this lease agreement.

**15. Changes to Structure:**

Any changes to the structure, including painting, nails/screws in walls, new doors, or utility work must be discussed and approved by Lessor. At the termination of the lease, all fixed property shall remain the property of Lessor, and the property must be left in at least as good a condition as when Lessee rented the space.

**16. Binding Effect:**

This lease agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

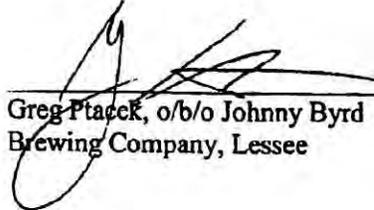
**17. Nebraska Law:**

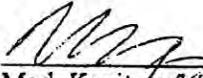
This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**18. Authority to Execute:**

Greg Ptacek, as Owner of Johnny Byrd Brewing Company, represents and warrants that he has full power and authority to execute this Lease Agreement on behalf of Johnny Byrd Brewing Company, and that said lease is binding upon Johnny Byrd Brewing Company and Greg Ptacek, individually.

  
\_\_\_\_\_  
Lukas Rix, o/b/o Rustic Treasures, LLC, Lessor

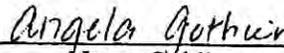
  
\_\_\_\_\_  
Greg Ptacek, o/b/o Johnny Byrd Brewing Company, Lessee

  
\_\_\_\_\_  
Mark Kanitz, o/b/o Rustic Treasures, LLC, Lessor

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me on the 15 day of March, 2017, by Lukas Rix, o/b/o Rustic Treasures, LLC, as Lessor.

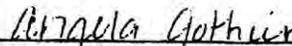


  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me on the 15 day of March, 2017, by Mark Kanitz, o/b/o Rustic Treasures, LLC, as Lessor.



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



COPY

**ARTICLES OF INCORPORATION**  
**OF**  
**JOHNNIE BYRD BREWING COMPANY**

I, the undersigned, a natural citizen of the State of Nebraska, of the age of twenty-one years or more, as incorporator of a corporation under the Nebraska Model Business Corporation Act and the Nebraska Benefit Corporation Act, do hereby adopt these Articles of Incorporation.

RECEIVED

JUL 14 2017

**I.**

The name of the corporation shall be Johnnie Byrd Brewing Company.

NEBRASKA LIQUOR  
CONTROL COMMISSION

**II.**

This corporation is a benefit corporation, organized for the purpose of creating general public benefit, including engaging in any lawful business.

**III.**

The corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act, and any enlargement of such powers conferred by subsequent legislative acts, except such as are inconsistent with the express provisions of the act under which this corporation is incorporated.

**IV.**

The corporation shall have perpetual existence.

**V.**

The name of the initial registered agent in this state is Gregory Ptacek, and the location of the initial registered office is P.O. Box 427, Wayne, NE 68787.

**VI.**

The number of shares the corporation is authorized to issue is 10,000. There shall only be one class of shares and par value for each share shall be \$1.00.

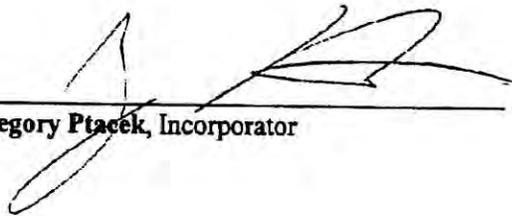
**VII.**

The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

**VIII.**

The name and address of the incorporator of said corporation is Gregory Ptacek, 911 East 2<sup>nd</sup> Street, Neligh, NE 68756.

In witness whereof, I, the incorporator, have hereunto affixed my signature this 23 day of January, 2017.

  
\_\_\_\_\_  
**Gregory Ptacek, Incorporator**

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# Girl Scout Cabin

January 31, 2018

View from Front – Roof settling around chimney



Front steps are leaning and unsafe.



East window in disrepair.



Roof in rear is settling and in poor condition.



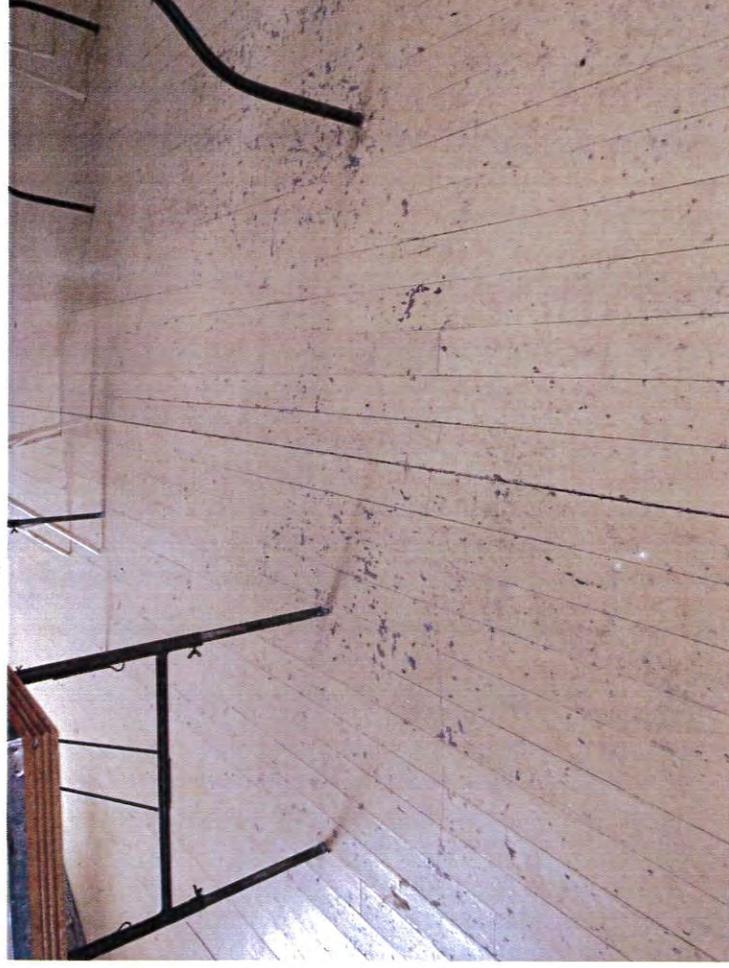
Floor by rear door is rotten.



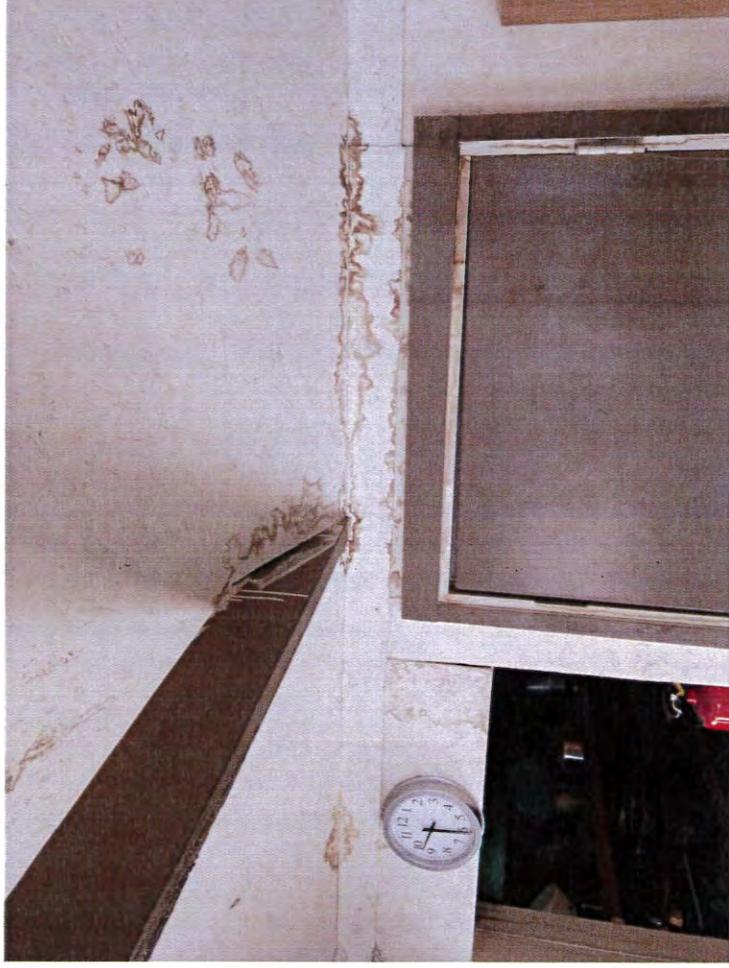
No comment needed.



Difficult to see but crack down middle of floor is a result of the floor bowing on both sides of it.



Water damage on ceiling along south wall.



Water damage on ceiling around chimney.  
Possible mold/mildew present.



Water damage by roof valley on south side.



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 June, 2018.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**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 \_\_\_\_\_ day of June, 2018.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2018-36**

**A RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT ON THE “VERSACOURT PLAY AREA PROJECT.”**

WHEREAS, three proposals have been received on the “Versacourt Play Area Project:” and

WHEREAS, City staff has reviewed said proposals and is recommending that the project be awarded to the following vendor:

<u>Bidder</u>	<u>Amount of Bid</u>
Crouch Recreation 2435 South 156 <sup>th</sup> Circle Omaha NE 68130	\$61,001.00

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

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

PASSED AND APPROVED this 19<sup>th</sup> day of June, 2018.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

	Creative Sites	Sterling West	Crouch
Versacourt/Flex Court squares	\$ 45,200.00	\$ 48,936.96	\$ 36,886.00
Basketball goals (4)	\$ 5,600.00	\$ 5,980.00	\$ 13,800.00
Volleyball (1)/Pickleball (2)	\$ 1,675.00	\$ 1,137.00	\$ 1,985.00
Ground sleeves (2)	included	\$ 500.00	\$ 500.00
		\$ 1,882.00	\$ 830.00
Install Versacourt/Flexcourt	\$ 6,500.00	\$ 4,975.00	\$ 7,000.00
Install basketball goals, etc	\$ 3,800.00	\$ 2,000.00	included
Freight	\$ 580.00	included	included
	\$ 63,355.00	\$ 65,410.96	\$ 61,001.00



2435 South 156th Circle  
 Omaha, NE 68130  
 (402) 496-2669: Office (800) 747-7528: Toll Free  
 (402) 496-2018: Fax  
 www.crouchrec.com

Quotation

<b>Project:</b> City of Wayne Flexcourt Proposal		<b>May 31, 2018</b>
<b>Bill To:</b> City of Wayne		<b>Ship To:</b> City of Wayne
306 Pearl Street		306 Pearl Street
Wayne, Ne 68787		Wayne, Ne 68787
<b>Contact:</b> Joel Hansen		<b>Contact:</b> Joel Hansen
<b>Phone:</b> 402.375.1733		<b>Phone:</b> 402.375.1733
<b>Fax:</b>		<b>Email:</b> <a href="mailto:jhansen@cityofwayne.org">jhansen@cityofwayne.org</a>

Shipping		Terms - 50% on Order		
QTY	MODEL #	DESCRIPTION	PRICE EA.	TOTAL
<b>FLEXCOURT</b>				
1		All Weather Outdoor Game Court 96' x 118' ProStep Court Surface 16 Colors to Choose Includes Pre-Striped Game Lines (2) Full Court Basketball (1) Volleyball (2) Pickleball (2) 4-Square (1) Hopscotch Includes Ramp Edges for Perimeter Includes Freight		\$ 36,886.00
<b>BISON</b>				
2	PX05XL	3" Recreational Pickleball System	\$ 415.00	\$ 830.00
4	PK235	Outdoor Pickleball Ground Sockets/Cover Plate	\$ 125.00	\$ 500.00
1	VB6000	Complete Volleyball System: Includes Post with Padding, Net Tensioning Winch, Competition Net with Cable Covers, Antennas with Boundary Tapes, 3-1/2" Stand Floor Sockets. System Also Includes Free Post Padding Lettering, Chain Net Height Gauge, & Net Storage Bag	\$	\$ 1,985.00
4	BA873U-BK	Ultimate Polycarbonate Basketball System Free Freight	\$ 3,450.00	\$ 13,800.00
<b>INSTALLATION</b>				
		Installation of The Court Surface and Recreational Components		\$ 7,000.00

Subtotal	\$	61,001.00
Freight (Est.)		Included
Sales Tax		Exempt
<b>Total</b>	<b>\$</b>	<b>61,001.00</b>

Signed by: Nicole Crouch  
 Crouch Recreation, Inc.

Accepted by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/2018

**SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES**

PLEASE INITIAL FOR ACKNOWLEDGEMENT \_\_\_\_\_

If applicable, please email a copy of your tax-exempt certificate and/or credit application.

Quotes are valid for 30 days



# Quotation

June 13, 2018

Creative Sites, LLC  
11506 Pierce Street  
Omaha, NE 68144  
402-614-4606

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

## Project: Playground Improvements

### Versacourt:

Custom Court per diagram \$ 45,200.00

### Douglas Industries:

Pickleball: \$ 595.00

3" Posts, Ground Sleeves, Green

36" Above Ground, Net

### Volleyball:

3" SQ, Outdoor System, Ground Sleeves \$ 1,080.00

Freight \$ 200.00

Installation \$ 1,200.00

### Goalsetter Basketball Goals:

All American 60: Goals @ \$1,400ea. \$ 5,600.00

Freight \$ 380.00

### Installation:

Court \$ 6,500.00

Goals @ \$650ea. \$ 2,600.00

Project Total \$ 63,355.00

\*\*Delivery is 30 Days ARO.

\*\*Sales tax is not included.

---

Julie Kutilek, Creative Sites, LLC

---

Accepted by



sterling west

917 W 7th Street  
Gothenburg, NE 69138

# Proposal

Date	Quote #
4/4/2018	964

Name / Address
City of Wayne 306 Pearl Street Wayne, NE 68787

Ship To
402-375-1733 City of Wayne 306 Pearl Street Wayne, NE 68787

Terms		Rep	FOB	Project	
50% prepay balance due net 30		LB			
Qty	U/M	Item Code	Description	Rate	Total
11,328	ea	Versacourt	Versacourt custom outdoor game tiles with contrasting border color Area: 118'96' Outer Ramp: Yes Painted Lines: Yes - basketball-official, volleyball, four-square, hopscotch, two pickleball Freight included Installation by others  Optional complete installation for Versacourt only \$4,975	4.32	48,936.96
Phone #	Fax #	E-mail	Web Site	<b>Total</b>	
308.537.3470	402.975.6006	lorenb@sterlingwest.net	www.sterlingwest.net	\$48,936.96	
				<b>50% Due Upon Order</b>	

Quote good for 30 days. terms 50% due upon order 50% due net 30. Actual shipping charges invoiced may differ from this quote. All drawings, renderings, specifications, and supporting documents are property of Sterling West until a signed commitment has been received by Sterling West.

Quote Accepted By

\_\_\_\_\_  
Please sign and email or fax back. Thank you.



sterling west

917 W 7th Street  
Gothenburg, NE 69138

# Proposal

Date	Quote #
5/9/2018	978

Name / Address
City of Wayne 306 Pearl Street Wayne, NE 68787

Ship To
402-375-1733 City of Wayne 306 Pearl Street Wayne, NE 68787

Terms		Rep	FOB	Project	
50% prepay balance due net 30		LB			
Qty	U/M	Item Code	Description	Rate	Total
4	ea	Legend Playgr...	First Team Legend Junior Select basketball system, 5" steel post, 36'x60" Acrylic backboard, unbreakable fixed goal	1,495.00	5,980.00
1	ea	Stellar Basic	First Team Stellar Basic regulation volleyball 4" posts, adjustable net	1,137.00	1,137.00
2	ea	FT5001	First Team FT5001 ground sleeve for concrete pad install	250.00	500.00
2	ea	Sentry PKSO	First Team Sentry pickleball 3.5" posts, net and tensioner, hinged lid socket	941.00	1,882.00
1		Freight	Free Freight on First Team orders over \$5000  Optional complete installation for basketball goals only \$2000	0.00	0.00
Phone #	Fax #	E-mail	Web Site	<b>Total</b>	
308.537.3470	402.975.6006	lorenb@sterlingwest.net	www.sterlingwest.net	\$9,499.00	

**50% Due Upon Order**

Quote good for 30 days. terms 50% due upon order 50% due net 30. Actual shipping charges invoiced may differ from this quote. All drawings, renderings, specifications, and supporting documents are property of Sterling West until a signed commitment has been received by Sterling West.

Quote Accepted By

Please sign and email or fax back. Thank you.

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June 11, 2018 (Via E-mail)

Electric Line Supervisor  
Attn: Tim Sutton  
City of Wayne

**RE: Pay Estimate No. 3**  
**Electric Meter Cutover 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 \$7,327.58 to:  
  
    Klein Electric Inc.  
    Attn: Mark Klein  
    58211 Hwy 35  
    Wakefield, NE 68784
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 & EAST INNER CONVERSION - ELECTRIC METER CUTOVER  
 WAYNE, NEBRASKA  
 DGR Project No. 412305

For Period From: 12/5/17 To: 5/22/18  
 Contractor: Klein Electric Inc.  
 Bid Date: May 9, 2017

Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			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-10	Conductor Installation, 10 (ea.)	158	\$40.00		\$40.00	\$6,320.00	79	50%	\$3,160.00	14	9%	\$560.00
UD-30	Conductor Installation, 30 (ea.)	4	60.00		\$60.00	240.00	2	50%	120.00			
UM6-6	Ground Rod Installation (ea.)	129	40.00	20.00	\$60.00	7,740.00	46	36%	2,760.00	5	4%	300.00
UM6-Ex	Existing Ground Wire Connection (ea.)	17	20.00		\$20.00	340.00	27	159%	540.00	8	47%	160.00
UM8-MS-DIS-100	Meter Socket w/ Main Disconnect - 10, 100 amp (ea.)	7	200.00	214.00	\$414.00	2,898.00	4	57%	1,656.00	1	14%	414.00
UM8-MS-30	Meter Socket Installation, 30 (ea.)	2	240.00	177.00	\$417.00	834.00						
UM8-MS	Meter Socket Installation, 10 (ea.)	107	200.00	100.00	\$300.00	32,100.00	52	49%	15,600.00	9	8%	2,700.00
UM8-TAP	Load Tap Kit, 10 (ea.)	3	10.00	35.00	\$45.00	135.00	2	67%	90.00			
UM8-MPMS(2)	Meter Socket Installation, 2 position, 10 (ea.)	2	320.00	270.00	\$590.00	1,180.00	1	50%	590.00			
BRK-100	100 Amp Breaker 240V (ea.)	1	8.00	60.00	\$68.00	68.00	1	100%	68.00			
BRK-40	40 Amp Breaker 240V (ea.)	2	8.00	20.00	\$28.00	56.00	2	100%	56.00	1	50%	28.00
BRK-20	20 Amp Breaker 120V (ea.)	2	8.00	10.00	\$18.00	36.00	3	150%	54.00			
UM8-PW	Plywood Meter Backing (ea.)	7	40.00	15.00	\$55.00	385.00	6	86%	330.00			
UM8-RM	Remove and Reinstall Existing Meter (ea.)	156	10.00		\$10.00	1,560.00	80	51%	800.00	14	9%	140.00
UM8-REL	Relocate Existing Meter and Meter Socket (ea.)	2	160.00	50.00	\$210.00	420.00	2	100%	420.00			
UR8	Concrete Removal & Replacement (ea.)	38	320.00	40.00	\$360.00	13,680.00	17	45%	6,120.00	5	13%	1,800.00
UR-WD	Wood Deck Repair (ea.)	4	80.00	25.00	\$105.00	420.00	3	75%	315.00			
UR12-2P	Conduit to Service Point, 2 in. diameter, Plastic (Mft.)	0.936	13,340.00	2,500.00	\$15,840.00	14,826.24	0.466	50%	7,381.44	0.089	10%	1,409.76
UR12-3P	Conduit to Service Point, 3 in. diameter, Plastic (Mft.)	0.034	15,340.00	4,500.00	\$19,840.00	674.56	0.012	35%	238.08			
UR-LDS	Lawn Damage Seeding (sq. ft.)	86	40.00	15.00	\$55.00	4,730.00						
ID-OHS	Removal of Existing Overhead Service (ea.)	147	20.00		\$20.00	2,940.00	75	51%	1,500.00	14	10%	280.00
IUD-UGS	Removal of Existing Underground Service (ea.)	13	20.00		\$20.00	260.00	2	15%	40.00			
IUM8-MS	Removal of Existing Meter Socket (ea.)	121	20.00		\$20.00	2,420.00	57	47%	1,140.00	10	8%	200.00
USW	Special Service Entrance Work (hr.)	64	50.00		\$50.00	3,200.00	9,739	15%	486.95	3,000	5%	150.00
IF(NE)	Inspection Fee (ea.)	18	35.00	40.00	\$75.00	1,350.00						
MOB	Mobilization (as req'd)	1	9,100.00		\$9,100.00	9,100.00	1	100%	9,100.00			
						TOTAL CONTRACT PRICE:	\$107,912.80	TOTAL TO DATE:		\$52,565.47		
										\$8,141.76		



PAY ESTIMATE NO. 3  
 WEST INNER & EAST INNER CONVERSION - ELECTRIC METER CUTOVER  
 WAYNE, NEBRASKA  
 DGR Project No. 412305

For Period From: 12/5/17 To: 5/22/18  
 Contractor: Klein Electric Inc  
 Bid Date: May 9, 2017

**SUMMARY**

VALUE OF WORK COMPLETED TO DATE .....	\$50,565.47	ORIGINAL CONTRACT PRICE .....	\$107,912.80
LESS RETAINAGE...(10%) .....	\$5,256.55	EXPECTED FINAL CONTRACT COST (w/C O.s, Additions & Deletions) .....	\$107,912.80
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT .....	\$47,308.92	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT .....	\$47,308.92
LESS ESTIMATES PREVIOUSLY APPROVED .....	\$16,886.66	EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT .....	\$60,603.88
Pay Estimate No. 1 .....	\$23,094.68	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT .....	44%
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 .....	<u>\$7,327.58</u>		

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.

Klein Electric Inc., Contractor

By: Mark Klein Date: 6/11/18

**CERTIFICATE**

THE AMOUNT OF \$7,327.58 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

City of Wayne, Nebraska, Owner

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

DGR Engineering, Engineer

By: Dail Mason  
 Date: 6/11/18

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521 South Centennial Road  
Wayne, NE 68787

# Invoice

Date	Invoice #
6/4/2018	18-047

City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

Terms
Due on receipt

Description	Rate	Amount
Clubhouse Improvement Project Progress Billing #2 - See Attached Cost Breakdown	25,167.00	25,167.00

**Total**      **\$25,167.00**



PROGRESS BILLING

TO (OWNER): City Of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

PROJECT: Wayne Golf & Country Club  
Clubhouse Improvement Project

FROM (CONTRACTOR): OCC Builders, LLC.  
521 South Centennial Road  
Wayne, Nebraska 68787

CONTRACTORS PROJECT NO.: 18-04  
PERIOD THROUGH: June 4, 2018  
APPLICATION DATE: June 4, 2018  
APPLICATION NO.: #2

Application is made for Payment, as shown below, in connection with the Contract. Cost Breakdown is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>569,000.00</u>
2. NET CHANGE BY CHANGE ORDERS (see attached)	\$	<u>-50,785.00</u>
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$	<u>518,215.00</u>
4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet)	\$	<u>61,790.00</u>
5. RETAINAGE:		
a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet)	\$	<u>6,179.00</u>
b. 10% of Stored Material (Column F on Cost Breakdown Sheet)	\$	<u>0.00</u>
TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet)	\$	<u>6,179.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	<u>55,611.00</u>
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	<u>30,444.00</u>
8. CURRENT PAYMENT DUE	\$	<u>25,167.00</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	<u>462,604.00</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Application for Payment is to be received by the Architect no later than the last day of the month, and the Owner shall make payment to the Contractor no later than the last day of the following month.

CONTRACTOR: OCC Builders LLC.

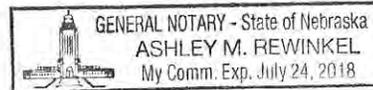
By: [Signature]

Date: 6/4/18

State of: Nebraska  
County of: Wayne

Subscribed and sworn to before me this 4 day of June, 2018

Notary Public:  
My Commission expires: [Signature]



In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

\$ 25,167.00

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature]

Date: 6.12.18

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# COST BREAKDOWN SHEET

CITY OF WAYNE - CLUBHOUSE IMPROVEMENT PROJECT  
 CONTRACTORS PROJECT NO.: 18-04  
 PERIOD THROUGH: June 4, 2018  
 APPLICATION DATE: June 4, 2018  
 APPLICATION NO.: #2

APPLICATION AND CERTIFICATED FOR PAYMENT - Contractor's signed Certification is attached.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
	General Conditions & Project Start-Up	16,800	6,537	1,203	0	7,740	9,060	774
	Soils Testing	1,150	0	0	0	0	1,150	0
	Concrete Foundations, Walls, & Waterproofing	24,800	24,800	0	0	24,800	0	2,480
	Backfilling & Drain Tile	3,705	0	3,200	0	3,200	505	320
	Rigid Insulation at Foundation Walls	2,070	0	0	0	0	2,070	0
	Concrete Floor Slab	11,640	1,350	10,290	0	11,640	0	1,164
	Concrete Stoop & Sidewalk Site Paving	23,000	0	0	0	0	23,000	0
	Brick Masonry	5,730	0	0	0	0	5,730	0
	Demolition, Rework, & Infill	26,720	1,140	670	0	1,810	24,910	181
	Wall Framing & Sheathing	16,385	0	0	0	0	16,385	0
	Floor Framing & Sheathing	23,360	0	12,600	0	12,600	10,760	1,260
	Roof & Canopy Framing & Sheathing	33,510	0	0	0	0	33,510	0
	Asphalt Shingle Roofing	10,600	0	0	0	0	10,600	0
	Cement Board Soffit & Fascia	11,750	0	0	0	0	11,750	0
	Foil Faced Insulation Sheathing	6,815	0	0	0	0	6,815	0
	Cement Board Siding	19,460	0	0	0	0	19,460	0
	Gutters & Downspouts	3,105	0	0	0	0	3,105	0
	Treated Wood Deck	20,400	0	0	0	0	20,400	0
	Insulation	6,600	0	0	0	0	6,600	0
	Drywall	27,560	0	0	0	0	27,560	0
	Aluminum Entries	18,650	0	0	0	0	18,650	0
	Aluminum Windows	16,490	0	0	0	0	16,490	0
	Basement Door, Frame, & Hardware	2,690	0	0	0	0	2,690	0
	Interior Millwork (Doors, Hardware, Casing, Base, Borrowlites)	21,100	0	0	0	0	21,100	0
	Cabinetry (Bar, Kitchen, Sinks, Etc.)	30,040	0	0	0	0	30,040	0
	Painting, Staining, Joint Sealants	28,260	0	0	0	0	28,260	0
	Finish Flooring	12,980	0	0	0	0	12,980	0
	Toilet Partitions & Accessories	4,230	0	0	0	0	4,230	0
	Electrical	90,695	0	0	0	0	90,695	0
	Plumbing & Site Utilities	20,690	0	0	0	0	20,690	0
	HVAC	27,995	0	0	0	0	27,995	0
	<b>ORIGINAL CONTRACT AMOUNT</b>	<b>569,000</b>	<b>33,827</b>	<b>27,963</b>	<b>0</b>	<b>61,790</b>	<b>507,210</b>	<b>6,179</b>
	<b>CHANGE ORDERS</b>							
OCO 1 (Items #1-#10)								
1	Credit Exterior & Interior Painting Labor Only	(12,240)	0	0	0	0	(12,240)	0
2	Credit Shingle Roofing Labor Only	(3,530)	0	0	0	0	(3,530)	0
3	Delete 1" Foil Faced Insulation at Perimeter	(6,815)	0	0	0	0	(6,815)	0
4	Redesign Aluminum Entry Door Systems & Hardware Changes	(3,130)	0	0	0	0	(3,130)	0
5	Change Siding to 7" Reveal in Lieu of 4" Reveal	(2,900)	0	0	0	0	(2,900)	0
6	Delete Prairie Style Grids in Windows	(860)	0	0	0	0	(860)	0
7	Delete Oak Ceiling Trims at Coffers	(4,510)	0	0	0	0	(4,510)	0
8	Change 1x Oak Trims to Heritage Style Oak Trims	(1,750)	0	0	0	0	(1,750)	0
9	Delete 2" Rigid Insulation at Poured Concrete Walls in Basement	(2,070)	0	0	0	0	(2,070)	0
10	Delete Finish Flooring Material & Labor Throughout	(12,980)	0	0	0	0	(12,980)	0
	<b>SUB-TOTAL CHANGE ORDERS</b>	<b>(50,785)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(50,785)</b>	<b>0</b>
	<b>ADJUSTED CONTRACT AMOUNT PER CHANGE ORDERS</b>	<b>518,215</b>	<b>33,827</b>	<b>27,963</b>	<b>0</b>	<b>61,790</b>	<b>456,425</b>	<b>6,179</b>