

**AGENDA
CITY COUNCIL MEETING
July 17, 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 – July 3, 2018](#)
4. [Approval of Claims](#)
5. **Public Hearing:** Application for a Class C (On and Off Sale Beer, Wine and Distilled Spirits) Liquor License – Johnnie Byrd Brewing Company (Greg Ptacek), 117 W. 2nd Street (Advertised Time: 5:30 p.m.)

Background: Greg has made an application for a Class C Liquor License. He will be present to answer any questions you may have. If approved, Johnnie Byrd Brewing Company will hold both a Class LK Liquor License (Craft Brewery with Catering) and a Class C Liquor License (On and Off Sale Beer, Wine and Distilled Spirits).

6. [Resolution 2018-38: Approving Application for a Class C Liquor License — Johnnie Byrd Brewing Company](#)
7. [Report to Council on LB 840 Activity — Luke Virgil, Director of Wayne Area Economic Development](#)
8. [Public Hearing: To consider the Planning Commission’s recommendation regarding the “Final Plat for the Southview III Addition.” The applicant for the request is the City of Wayne. \(Advertised Time: 5:30 p.m.\)](#)

Background: The Planning Commission met on July 2, 2018, to review and make a recommendation on the Final Plat for the Southview III Addition. They approved the same with the Finding of Fact being: Consistency with the Comprehensive Plan and the current and future land use maps.

9. [Resolution 2018-39: Approving the “Final Plat for the Southview III Addition”](#)
10. **Public Hearing:** Annexation of Real Estate (Southview III Addition)

Background: As was in the last packet, this is now the second step in a multi-step process to owning the drainage area that has been discussed and is located along the west and south side of the Southview II Addition.

11. [Ordinance 2018-21: Annexing Real Estate to the City of Wayne and extending the Corporate Limits in the Southwest Quadrant of the City of Wayne to include said Real Estate \(Southview III Addition\)](#)
12. [Resolution 2018-40: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events \(WSC Homecoming Parade and Band Day on Saturday, September 29, 2018\)](#)
13. [Resolution 2018-41: Accepting bid and approving contract on the “Wayne 2018 Pedestrian Curb Ramps, CDBG #16-CD-108 Project”](#)

Background: Three bids were received on the “Wayne 2018 Pedestrian Curb Ramp Project.” The low bidder on the project was I & A Construction of Sioux City, IA, in the amount of \$168,483.61. The engineer’s estimate was \$237,000. The engineer on the project, JEO Consulting Group, has reviewed the bids and recommends that the project be awarded to the low bidder, I & A Construction. His letter of recommendation and accompanying documents are included in this packet.

14. [Ordinance 2018-19: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 78 Parking, Section 78-126 Prohibited Parking; Northeast Quadrant of the City \(Second Reading\)](#)
15. [Ordinance 2018-20: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 78 Parking, Section 78-127 Restricted Parking 12:00 midnight to 5:00 a.m.; Northeast Quadrant of the City \(Second Reading\)](#)
16. [Ordinance 2018-22: Approving Transmission Substation Service Agreement between Nebraska Public Power District and the City of Wayne](#)

Background: While the City of Wayne is moving away from NPPD on the energy side of electricity, the City still receives this energy over/through NPPD’s system. This is an agreement to use NPPD’s system, including the substation around the Emerson area, to transmit energy from NPPD’s substation onto the Northeast power lines feeding the City. This same type of agreement (in some form) with NPPD has been signed by both Northeast and the City of Wakefield. The City will continue to pay NPPD for this use.

17. [Action on Change Order No. 2 \(Final\) which is a decrease of \\$62,987.77 on the 4th Street Paving Project to A & R Construction Co.](#)
18. [Action on Contractor’s Application for Payment No. 5 \(Final\) in the amount of \\$68,588.64 to A & R Construction Co. for the 4th Street Paving Project \(Street Improvement District No. 2017-01\)](#)
19. Adjourn

CITY COUNCIL MEETING
July 3, 2018

The Wayne City Council met in regular session at City Hall on Tuesday, July 3, 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: Councilmembers Terri Buck and Nick Muir.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 21, 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 Eischeid made a motion, which was seconded by Councilmember Giese, whereas, the Clerk has prepared copies of the Minutes of the meeting of June 19, 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 Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMAZON.COM, LLC, SU, 942.58; AMERITAS, SE, 2356.36; AMERITAS, SE, 72.00; AMERITAS, SE, 113.46; AMERITAS, SE, 60.16; APPEARA, SE,

132.77; ASCAP, FE, 10.50; BARTLETT, TERESA, RE, 384.21; BORDER STATES INDUSTRIES, SU, 1262.35; BROWN SUPPLY, SU, 653.00; BUSH, SAVANNAH, RE, -111.95; CENTURYLINK, SE, 416.83; CITY EMPLOYEE, RE, 49.16; CITY OF WAYNE, PY, 85049.76; CITY OF WAYNE, PY- 6/7/18, 82595.51; CLAUSSEN & SONS IRRIG, SE, 128.25; CRAFTS INC, SE, 564.80; CRESCENT ELECTRIC SUPPLY, SU, 486.89; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 110.08; DEMCO, SU, 411.66; DUTTON-LAINSON, SU, 1585.31; ECHO GROUP, SU, 92.69; EICKHOFF, SHELBY, RE, -73.53; EICKHOFF, SHELBY, RE, 73.53; FIRST CONCORD GROUP, SE, 2688.86; FLOOR MAINTENANCE, SU, 379.36; FREDRICKSON OIL, SE, 20.00; GALE/CENGAGE LEARNING, SU, 76.02; GERHOLD CONCRETE, SU, 31.46; GROSSENBURG IMPLEMENT, SU, 75.72; HAUFF MID-AMERICAN SPORTS, SU, 407.42; HAWKINS, SU, 3471.67; HELENA AGRI-ENTERPRISES, SU, 242.50; HILAND DAIRY, SE, 95.98; ICMA, SE, 9817.41; INTERNATIONAL PUBLIC MANAGEMENT, SU, 134.00; INTERSTATE BATTERY SYSTEM, SU, 117.95; IRS, TX, 10069.36; IRS, TX, 3363.18; IRS, TX, 14380.42; JEO CONSULTING GROUP, SE, 10548.00; JOHNSON HARDWARE, SU, 79.33; KARIAN PETERSON POWER LINE CONTRACTING, SE, 4587.96; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KELLY SUPPLY COMPANY, SU, 1045.43; KLEIN ELECTRIC, SE, 7327.58; KNIFE RIVER MIDWEST, SU, 1577.80; LOUIS BENSCHOTER, RE, 250.00; METERING & TECHNOLOGY SOLUTIONS, SU, 860.15; MILLER LAW, SE, 5259.73; NE AIR FILTER, SU, 105.63; NE DEPT OF REVENUE, TX, 4057.85; NORTHEAST NE INS AGENCY, SE, 86441.00; NOVA FITNESS EQUIPMENT, SE, 375.45; NWOD, FE, 15.00; OCC BUILDERS, SE, 25167.00; ODEYS INC, SU, 1026.00; PEERLESS WIPING CLOTH, SU, 252.00; POTTS, CAROL, RE, 150.00; POULSEN, JEREMY, RE, 60.00; PROGRESSIVE PROPERTIES, RE, 250.00; PROGRESSIVE PROPERTIES, RE, 250.00; PROPERTY EXCHANGE, RE, 179.92; RESCO, SU, 744.37; SKARSHAUG TESTING, SE, 206.63; STAPLES, SU, 101.98; STATE NEBRASKA BANK-PETTY CASH, RE, 187.16; US BANK, SU, 7088.79; VAKOC CONSTRUCT, SE, 124.38; VIAERO, SE, 116.55; WAHLTEK, SE, 910.00; WAED, RE, 7535.83; WAED, RE, 200.00; WESCO, SU, 1022.92; WIEBELHAUS, JAMES, RE, 100.00; WIGMAN COMPANY, SU, 88.20; WINNING FINISH, SE, 175.00; WISNER WEST, SU, 155.41; AMERICAN BROADBAND, SE, 2539.39; AXON ENTERPRISE, SU, 320.00; BLACK HILLS ENERGY, SE, 374.11; BORDER STATES INDUSTRIES, SU, 441.92; BROWN WEGHER CONST, RE, 113.14; BSN SPORTS, SU, 176.00; COPY WRITE, SE, 374.56; COUNTRY NURSERY, SU, 150.00; DUTTON-LAINSON, SU, 152.48; EASYPERMIT POSTAGE, SU, 1803.28; FREDRICKSON OIL, SE, 16.00; GERHOLD CONCRETE, SU, 48.75; GILL HAULING, SE, 237.50; GRANQUIST, JIM & CONNIE, SE, 300.00; GROSSENBURG IMPLEMENT, SU, 782.89; HEIKES AUTOMOTIVE, SE, 76.00; HILAND DAIRY, SE, 37.64; HOMETOWN LEASING, SE, 409.53; LAWYER, MICHELLE, RE, 35.00; MARCO, SE, 126.36; MCCORINDALE, MARK, RE, 100.00; NORTHEAST POWER, SE, 6200.00; NOVELTY MACHINE & SUPPLY, SU, 721.44; ODEYS, SU, 229.90; ONE CALL CONCEPTS, SE, 99.03; OVERHEAD DOOR, SE, 233.50; PAVEMENT STENCIL COMPANY, SU, 195.00; PLUNKETT'S PEST CONTROL, SE, 182.18; QUALITY FOOD CENTER, SU, 18.59; RISINGER, MATT, RE, 100.00; RR DONNELLEY, SE, 61.13; RUHTER, PARKER, RE, 65.35; SPIEKER, PAIGE, FE, 300.00; STAPLES, INC, SU, 126.99; STATE NEBRASKA BANK-PETTY CASH, RE, -187.16; TIGHE, JACK, RE, 51.71; TOM'S BODY & PAINT SHOP, SU, 77.00; TYLER TECHNOLOGIES, SE, 200.00; ZIMCO SUPPLY, SU, 820.00

Councilmember Eischeid 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 Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Mayor Brodersen requested Council consideration to approving the appointment of Kim Endicott to the Library Board. She will replace Joel Ankeny, whose term expired June 30, 2018. If appointed, Kim's term will expire June 30, 2022.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, to approve the appointment of Kim Endicott to the Library Board (term expiring June 30, 2022). Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Luke Virgil, Director of Wayne Area Economic Development, was present and advised the Council that the LB840 Sales Tax Advisory Committee met to review and make a recommendation on a request to amend the terms of the original LB840 Loan to the Wayne Area Event Center, Inc./Josie Broders, from a \$350,000 loan with terms of 3% interest and a 10-year repayment period to the following:

- A \$350,000 loan;
- Defer principal payments for 3 years, but requiring interest payments throughout the deferment period;
- Changing the loan repayment period from 10 years to 15 years;
- Deferment period would be from March 1, 2018, to February 28, 2021;
- Repayment period for both principal and interest would begin on March 1, 2021; and
- Final payment will be due March 1, 2035.

Josie Broders and Corby Schweers, representing Elkhorn Valley Bank & Trust, were present to answer questions.

It was noted that the first payment was due on March 1, 2018. Notices were sent to Ms. Broders, but no response was received from Ms. Broders. Councilmember Eischeid stated what concerns the Council is the lack of communication. The dialog needs to improve. The City has been very supportive of this project.

Mr. Schweers stated he would like the Council to give Ms. Broders until November to get the interest caught up because this would give her time to pay it out of normal cash flow/normal proceeds from running the business. He would prefer the first interest payment be deferred until November 1, 2018. He noted he was not involved with this project at the beginning and would not have requested a payment at this point on the project. He thought the financial numbers looked better than projected, but asked that they be given until November to make the first interest payment. There is a time frame they need to get through.

Attorney Miller stated she would be in contact with Ms. Broders and Mr. Schweers to prepare the amended contract, once approved.

After discussion, Councilmember Giese made a motion, which was seconded by Councilmember Karsky, approving the recommendation of the LB840 Sales Tax Advisory Committee to amend the terms of the original LB840 Loan to the Wayne Area Event Center, Inc./Josie Broders, from a \$350,000 loan with terms of 3% interest and a 10-year repayment period to the following:

- A \$350,000 loan;
- Defer principal payments for 3 years, but requiring interest payments throughout the deferment period, with the first deferred interest payment being delayed until November 1, 2018;
- Changing the loan repayment period from 10 years to 15 years;
- Deferment period would be from March 1, 2018, to February 28, 2021;
- Repayment period for principal and interest would begin on March 1, 2021; and
- Final payment would be due March 1, 2035.

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

Luke Virgil, Executive Director of Wayne Area Economic Development, was present requesting Council consideration to allowing them to have a fireworks display on Friday, July 13, 2018, for the Henoween Celebration on the Rugby Fields by the Wayne Softball Complex.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving the request of Luke Virgil, Executive Director of Wayne Area Economic Development, to allowing them to have a fireworks display on Friday, July 13, 2018, for the Henoween Celebration on the Rugby Fields by the Wayne Softball Complex. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Matt Eischeid, on behalf of the Wayne Senior Baseball Association, was requesting Council consideration to closing Windom Street between 3rd and 4th Streets on Saturday, July 28th from 8:00 a.m. to 10:00 p.m.; Sunday, July 29th from 8:00 a.m. to 10:00 p.m.; Monday, July 30th from 11:00 a.m. to 10:00 p.m.; Tuesday, July 31st from 2:00 p.m. to 10:00 p.m.; and Wednesday, August 1st from 3:00 p.m. to 10:00 p.m. for the Senior State Baseball Tournament.

After discussion, Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving the request to close Windom Street between 3rd and 4th Streets on Saturday, July 28th from 8:00 a.m. to 10:00 p.m.; Sunday, July 29th from 8:00 a.m. to 10:00 p.m.; Monday, July 30th from 11:00 a.m. to 10:00 p.m.; Tuesday, July 31st from 2:00 p.m. to 10:00 p.m.; and Wednesday, August 1st from 3:00 p.m. to 10:00 p.m. for the Senior State Baseball Tournament. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Administrator Blecke stated the City has been discussing the drainage ditch along the west and south side of the Southview II Addition with Kelby Herman and Doug Pierson. Mr. Pierson is willing to sell some property to enlarge the ditch and reroute it to create a better drainage for the area, which drains Grainland Road from the hill west of Blaine Street down to South Sherman Street. In order to split his property to sell it, this requires a plat. Before the Council can give final approval to a plat, the land must be requested to be annexed by the owner. Water and sewer have already been extended to the edge of this property with the Southview II

Addition. The annexation request is the first step in a multi-step process to ultimately own the drainage area. The public hearing would be held on July 17, 2018, at or about 5:30 p.m.

Councilmember Sievers introduced Resolution 2018-37, and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2018-37

A RESOLUTION ACCEPTING A PLAN TO EXTEND CITY SERVICES AND SETTING A PUBLIC HEARING ON THE PROPOSED ANNEXATION AREA TO THE CITY OF WAYNE.

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

Councilmember Giese introduced Ordinance No. 2018-17, and moved for approval of the third and final reading thereof; Councilmember Haase 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, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance 2018-18, and moved for approval of the third and final reading thereof; Councilmember Haase 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, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Administrator Blecke stated the following Ordinances would amend Wayne Municipal Code Sections 78-126 and 78-127 regarding the parking by Sunnyview Park. He explained that when the parking was added on the north side of Sunnyview Park with the paving of East 10th Street, the ordinances were drafted to prohibit parking on that side of the street. This action will remove that section of the street from the prohibited parking section of the code and place it in the restricted section, thus preventing overnight parking. We currently have a person parking overnight in this area. This will hopefully address this issue and make them use our campground instead. No other parks have off street parking other than the old swimming pool park.

Councilmember Eischeid introduced Ordinance No. 2018-19, and moved for approval thereof; Councilmember Giese seconded.

ORDINANCE NO. 2018-19

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 78 PARKING, SECTION 78-126 PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; 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 Muir who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Councilmember Giese introduced Ordinance No. 2018-20, and moved for approval thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-20

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 78 PARKING, SECTION 78-127 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

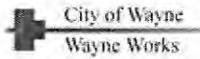
Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

A pay request (No. 3) has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$28,639. The architect on the project has approved the same.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving Pay Application No. 3 for \$28,639 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 Muir who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, setting the budget work session date for Tuesday, August 7th, after the regularly scheduled Council meeting. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Muir who were absent, the Mayor declared the motion carried.

Councilmember Haase 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 Muir who were absent, the Mayor declared the motion carried and the meeting adjourned at 6:25 p.m.



Vendor	Payable Description	Payment Total
ALTEC INDUSTRIES, INC.	COIL	185.65
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	95.38
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,377.36
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	60.16
APPEARA	LINEN/MAT SERVICE	97.73
BAKER & TAYLOR BOOKS	BOOKS	605.16
BELT, CHANELLE	REC BASEBALL REFUND	25.00
BOMGAARS	TOOLS/CONNECTORS/FILTER/SWITCHES	1,602.73
BORDER STATES INDUSTRIES, INC	ALUMINUM WIRE/METER SOCKETS	2,913.88
BROWN, SANDY	GREEN TEAM SUPPLIES	58.62
CAMPBELL, STU	BOOKS	28.72
CARHART LUMBER COMPANY	CEMENT/PAINT/BATTERIES/TAPE	356.81
CARLO, CASEY	UTILTY REFUND	82.90
CHAVEZ, DIEGO	UTILITY REFUND	77.22
CITY EMPLOYEE	VISION REIMBURSEMENT	172.40
CITY OF WAYNE	PAYROLL	89,640.90
COPY WRITE PUBLISHING	ENVELOPES/COLOR COPY PAPER	145.32
CORE & MAIN LP	IPERL WATER METERS	6,160.69
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	442.74
GALE/CENGAGE LEARNING	BOOKS	74.07
GARVEY, TAYLOR	AUDITORIUM DEPOSIT/RENTAL REFUND	275.00
GLOVER, COURTNEY	UTILITY REFUND	98.57
GONZALEZ, JOSE	UTILITY REFUND	52.38
GRADUATE LINCOLN	LODGING-FINANCE CONFERENCE	446.00
HAWKINS, INC	ZETAG EFFLUENT TREATMENT	951.78
HEARTLAND FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION/RECERTIFICATION	127.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	57.14
HOMESTEAD HOMES	LIGHTING EFFICIENCY	100.00
INGRAM LIBRARY SERVICES	BOOKS	451.01
IRS	MEDICARE WITHHOLDING	3.12
IRS	FICA WITHHOLDING	13.32
IRS	FEDERAL WITHHOLDING	11,934.10
IRS	FICA WITHHOLDING	15,366.88
IRS	MEDICARE WITHHOLDING	3,593.86
JMB CONTRACTING LLC	BUILDING PERMIT DEPOSIT REFUND	100.00
JOHN'S WELDING AND TOOL LLC	GAS CYLINDER/FILL	314.70
KAY PARK REC CORP	10 ALUMINUM TABLES	6,983.00
KLAMETH, BENJAMIN	UTILITY REFUND	47.61
KNOEPFLER CHEVROLET CO	PUMP/MODULE KIT	471.44
KTCH AM/FM RADIO	ENERGY/CAC ADS	788.00

Vendor	Payable Description	Payment Total
LEAGUE OF NEBRASKA MUNICIPALITIES	FINANCE CONFERENCE	890.00
LUTT OIL	GASOLINE	5,071.70
MAIN STREET AUTO CARE	TOWING CHARGES	100.00
MAIN STREET AUTO CARE	ALTERNATOR	389.78
MAIN STREET AUTO CARE	TOWING CHARGES	100.00
MATHESON-LINWELD	OXYGEN	42.60
MAXNET SECURITY	MCAFFEE VIRUS PROTECTION-REISSUE	2,290.50
MAXNET SECURITY	MCAFFEE VIRUS PROTECTION VOID	-2,290.50
MILLER LAW	POSTAGE	3.31
NE DEPT OF REVENUE	STATE WITHHOLDING	4,715.35
NEXTERA ENERGY	WIND ENERGY	15,425.81
NORTHEAST NE ECONOMIC DEV DIST	14-CIS-006 OCTOBER 17-MAY 18/16-CD-108 MAY 18 SERVICES	1,075.67
OCC BUILDERS LLC	WAYNE COUNTRY CLUB-CLUBHOUSE IMPROVEMENTS	28,639.00
ODEYS INC	INFIELD CONDITIONER/MARKING PAINT/RED CLAY	733.00
OVERDRIVE, INC.	ELECTRONIC BOOKS	310.85
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	555.87
PECENA, ASHLYN	UTILITY REFUND	13.17
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	142.50
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
PRITCHARD, JUSTIN	UTILITY REFUND	221.95
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	176.17
S & S WILLERS, INC.	FILL SAND	605.64
SHOPKO	DVD'S/MICROWAVE/CABLE/BATTERIES/COFFEE	395.99
STAPLES, INC	OFFICE SUPPLIES	140.58
STATE NEBRASKA BANK-PETTY CASH	CHICKEN SHOW PETTY CASH	300.00
STECHER, JODY	UTILITY REFUND	129.40
T & R ELECTRIC	SINGLE PHASE PAD MOUNT	405.00
TYLER TECHNOLOGIES	UTILITIES CONVERSION/INSITE FEES	5,145.00
VERIZON WIRELESS SERVICES LLC	CELL PHONES	317.53
WASTE CONNECTIONS	SANITATION SERVICE-SB COMPLEX	272.36
WATSON, MICHELLE	UTILITY REFUND	47.33
WAYNE COMMUNITY SCHOOLS	BUILDING PERMIT DEPOSIT REFUND	100.00
WAYNE COUNTY CLERK	FILING FEES	20.00
WAYNE HERALD	ADS AND NOTICES	608.95
WAYNE HERALD	CAC ADS	494.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	347.00
WESTERN AREA POWER ADMIN	ELECTRICITY	19,178.16
WISNER WEST	FD GASOLINE	37.27
WIXON, DAVID	UTILITY REFUND	4.77
Grand Total:		234,859.91

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RESOLUTION NO. 2018-38

WHEREAS, Johnnie Byrd Brewing Company made application to the Nebraska Liquor Control Commission for a Retail Class C Liquor License at 117 W. 2nd Street, Wayne, Wayne County, Nebraska; and

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

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on July 5, 2018; and

WHEREAS, a hearing was held on July 17, 2018, and all persons desiring to present evidence for or against said application were heard.

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

PASSED AND APPROVED this 17th day of July, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RECEIVED

MAY 31 2018

NEBRASKA LIQUOR CONTROL COMMISSION

APPLICATION FOR LIQUOR LICENSE
RETAIL

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

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

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Commission will call this person with any questions we may have on this application

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Johnnie Byrd Brewing Company

Street Address #1 117 W. 2nd St

Street Address #2 _____

City Wayne County Wayne Zip Code 68787

Premises Telephone number 402.833.1522

Business e-mail address greg@johnniebyrd.beer

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

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

Name Johnnie Byrd Brewing Company

Street Address #1 121 Pearl

Street Address #2 _____

City Wayne State NE Zip Code 68787

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

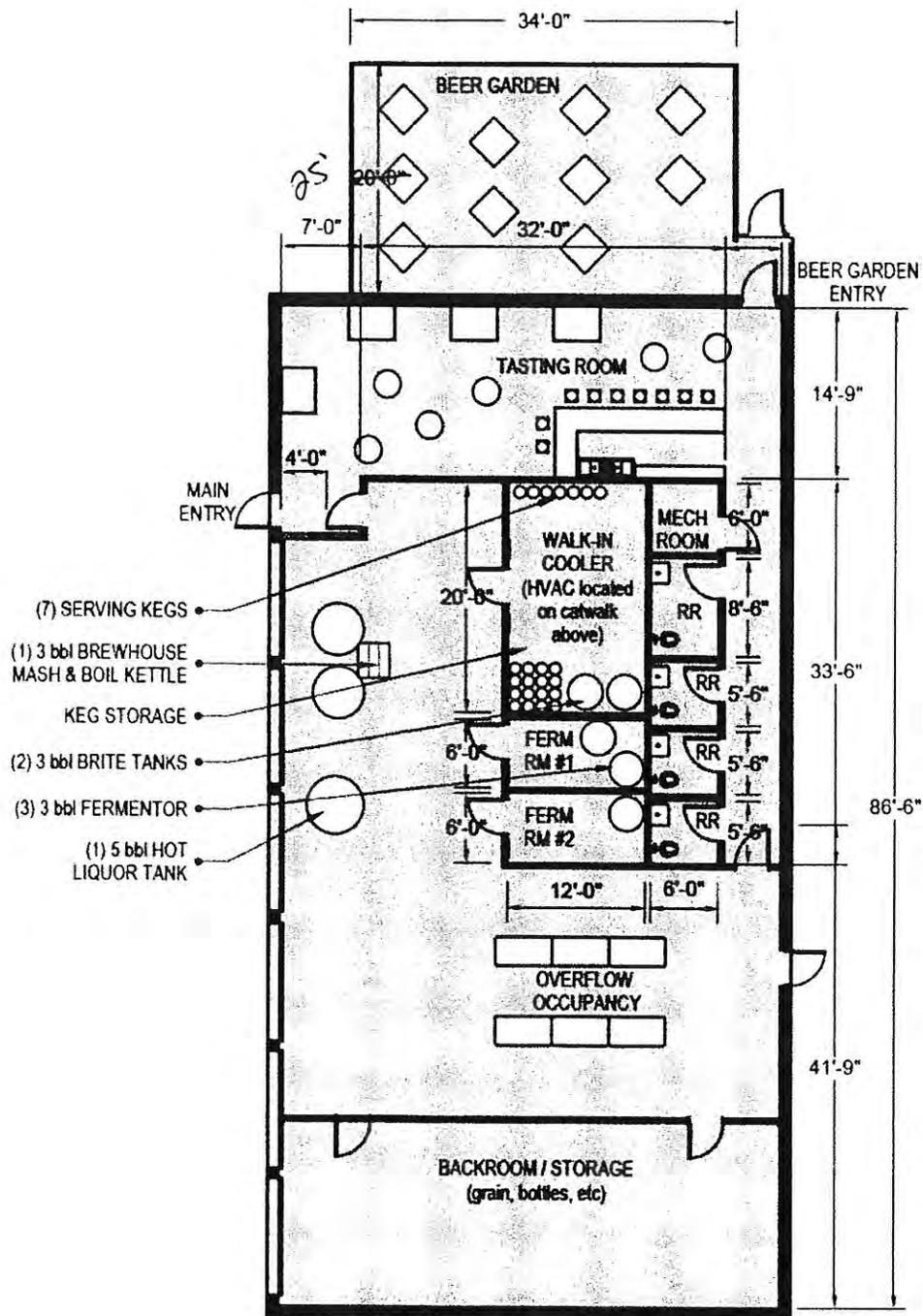
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions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

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

Building: length 86.6 x width 43 in feet
Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes No _____ If yes, length 25 x width 34 in feet

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

Conceptual Floor Plan - Greg Ptacek
 Wayne, Nebraska



↑
 N
 floor plan
 not to scale

APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

 YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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

 YES NO

If yes, give name of business and liquor license number _____

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

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

 YES NO

If yes, give name and license number LK-1280870

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

 YES NO

If yes:

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

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

____ YES NO

If yes, list the lender(s) _____

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

____ YES NO

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

No silent partners

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

____ YES NO

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

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

____ YES NO

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

Provide letter of support or opposition, see _____ - church or _____ - campus

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

____ YES NO

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

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

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

State Nebraska Bank, Wayne; Greg & Kelly Ptacek

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

Johnnie Byrd Brewing Company; 117 W 2nd St, Wayne, NE 68787; LK-1280870; current liquor license, adding retail

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Greg Ptacek	06/2017	TIPS Training
Kelly Ptacek	06/2017	TIPS Training

List of NLCC certified _____ Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Greg Ptacek/President	02/2017	Johnnie Byrd Brewing Company, Wayne, NE
Kelly Ptacek/Co-Owner	02/2017	Johnnie Byrd Brewing Company, Wayne, NE

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

Lease: expiration date 03/14/2020
 Deed
 Purchase Agreement

14. When do you intend to open for business? July 2018

15. What will be the main nature of business? Craft brewery adding retail wine and spirits

16. What are the anticipated hours of operation? W: 4-9, Th: 4-11, Fr: 3-11, Sat: 11-11, Sun: 1-6

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Wayne, NE	04	08	Wayne, NE	05	10
Omaha, NE	08	10	Ashland, NE	10	12
Ashland, NE	10	12	Neligh, NE	12	18
Neligh, NE	12	17	Wayne, NE	18	
Wayne, NE	17	18			

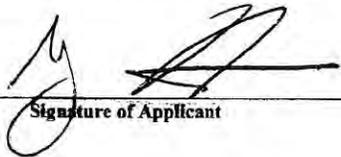
If necessary attach a separate sheet.

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

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

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

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



Signature of Applicant

Greg Ptacek

Print Name



Signature of Spouse

Kelly Ptacek

Print Name

Signature of Applicant

Print Name

Signature of Spouse

Print Name

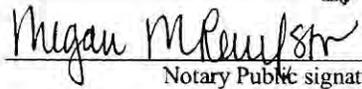
ACKNOWLEDGEMENT

State of Nebraska
County of Wayne

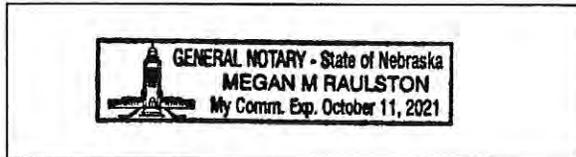
The foregoing instrument was acknowledged before me this

May 25, 2018 by _____
date

Greg Ptacek, Kelly Ptacek
name of person(s) acknowledged (individual(s) signing)



Notary Public signature



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

APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a

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



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

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

Attach copy of Articles of Incorporation

Name of Registered Agent: Gregory Ptacek

Name of Corporation that will hold license as listed on the Articles
Johnnie Byrd Brewing Company

Corporation Address: 117 W 2nd Street

City: Wayne State: NE Zip Code: 68787

Corporation Phone Number: 402-640-1989 Fax Number _____

Total Number of Corporation Shares Issued: 10,000

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Ptacek First Name: Gregory MI: M

Home Address: 1001 W 2nd St City: Wayne

State: NE Zip Code: 68787 Home Phone Number: 402-640-1989

[Handwritten Signature]
Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne

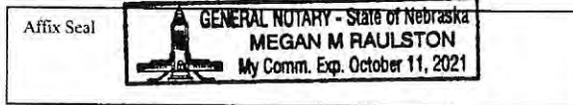
The foregoing instrument was acknowledged before me this

Date May 25, 2018

by Greg Ptacek

[Handwritten Signature]
Megan M Raulston

name of person acknowledge



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Ptacek First Name: Gregory MI: M
Social Security Number: _____ Date of Birth: 02-15-1986
Title: President Number of Shares 10,000
Spouse Full Name (indicate N/A if single): Kelly Ptacek
Spouse Social Security Number: _____ Date of Birth: 02-15-1987

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

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

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # 81-5330337

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

Nebraska Secretary of State

JOHNNIE BYRD BREWING COMPANY

Tue Jun 12 08:46:12 2018

SOS Account Number

10238519

Status

Active

Principal Office Address

121 N PEARL ST

PO BOX 427

WAYNE, NE 68787

Registered Agent and Office Address

GREGORY PTACEK

121 PEARL STREET

WAYNE, NE 68787

Nature of Business

BREWERY

Entity Type

Nebraska Benefit Corp

Qualifying State: NE

Date Filed

Feb 10 2017

Corporation Position	Name	Address
President	GREGORY PTACEK	121 N PEARL ST PO BOX 427 WAYNE, NE 68787
Director	GREGORY PTACEK	121 N PEARL ST PO BOX 427 WAYNE, NE 68787

Filed Documents

Filed documents for JOHNNIE BYRD BREWING COMPANY may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Code	Document	Date Filed	Price	
AP	Articles Perpetual	Feb 10 2017	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Code	Document	Date Filed	Price	
PP	Proof of Publication	Mar 13 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
AO	Change of Agent or Office	Dec 06 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
TR	Tax Return	Jan 16 2018	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

JOHNNIE BYRD BREWING COMPANY

incorporated on February 10, 2017 and is duly incorporated under the law of
Nebraska;

that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;

that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;

that Articles of Dissolution have not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

June 12, 2018



John A. Gale
Secretary of State

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.

I.

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

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.

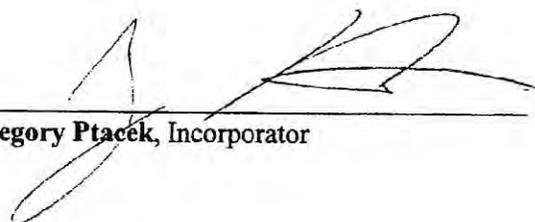
VII.

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 2nd Street, Neligh, NE 68756.

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



Gregory Ptacek, Incorporator

**MANAGER APPLICATION
INSERT - FORM 3c**

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



FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See _____ for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from _____ website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See _____ for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
Nebraska resident. Include copy of voter registration card or print out document from
- ✓ Fingerprinted. See _____ for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: _____

Johnnie Byrd Brewing Company

Premise information

Liquor License Number: 128087 Class Type LK (if new application leave blank)

Premise Trade Name/DBA: Johnnie Byrd Brewing Company

Premise Street Address: 117 W 2nd St

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: 402.833.1522

Premise Email address: greg@johnniebyrd.beer

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Ptacek First Name: Greg MI: M

Home Address: 1001 W 2nd Ave

City: Wayne County: Wayne Zip Code: 68787

Home Phone Number: 402-640-1989

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: 02-15-1986 Place Of Birth: David City

Email address: greg@johnniebyrd.beer

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Ptacek First Name: Kelly MI: L

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: 02-15-1987 Place Of Birth: Neligh

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Wayne, Ne	04	08	Wayne, NE	05	10
Omaha, Ne	08	10	Ashland, Ne	10	12
Ashland, NE	10	12	Neligh, NE	12	18
Neligh, NE	12	17	Wayne, NE	18	

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
12	14	Target	Andy Pfiefer	402-379-9933
14	17	City of Neligh	Joe Hartz	402-887-4066

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES NO

IF YES, list the name of the premise(s):

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Greg Ptacek	06/2017	TIPS Training
Kelly Ptacek	06/2017	TIPS Training

*For list of NLCC Certified Training Programs see _____

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Greg Ptacek/President	02/2017	Johnnie Byrd Brewing Company
Kelly Ptacek/Co-Owner	02/2017	Johnnie Byrd Brewing Company

5. Have you enclosed _____ regarding fingerprints?

YES NO

6-Month Report to the Wayne City Council
 LB 840 Funds Committed (as of 06/30/18)

<u>Applicant</u>	<u>Amount</u>	<u>Type of funding</u>	<u>Purpose</u>	<u>Committee review</u>
Digital Blue	\$ 30,600.00	performance based loan	relocation/expansion	5/27/2009
Louis and Jevoah Benscoter	\$ 36,000.00	performance based loan	land development	8/13/2009
Interactive Impact	\$ 30,000.00	performance based loan	intellectual property development	8/13/2009
Jim Milliken (Godfathers)	a \$ 2,500.00	grant	parking lot (rain garden)	10/8/2009
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	11/12/2009
Wayne Area Economic Development (Project Majestic)	\$ 200,000.00	grant	theater renovation/remodel	11/12/2009
Wayne Veterans Memorial Project	b \$ 72,686.00	grant	memorial completion	2/11/2010
Farmers Market and Community Garden	c \$ 2,750.00	grant	marketing	4/15/2010
Wayne Hospitality Group LLC	d \$ 250,000.00	grant	hotel project	10/19/2010
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	12/21/2010
City of Wayne	j \$ 13,285.00	grant	water/sewer for Western Ridge III	8/1/2011
Windom Ridge	\$ 5,000.00	grant	housing study targeting 55+	8/1/2011
Miss Mollys Coffee Company	\$ 30,000.00	performance based loan	purchase building/new coffee shop	10/13/2011
Wayne Area Economic Development on behalf of WCNCGC	i \$ 250,000.00 [info only]	loan guarantee	compressed natural gas car	10/13/2011; 07/12/12
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/7/2011
Wayne Community Theater	g \$ 5,000.00	grant	overhead doors replaced	12/8/2011
Wayne Area Economic Development (Chicken Show)	\$ 12,050.00	grant	marketing for Wayne Chicken Show	3/8/2012
Rainbow World Child Care Center	\$ 25,000.00	grant	facility addition	10/1/2012
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/8/2012
City of Wayne	\$ 17,500.00	grant	water/sewer for Western Ridge III	1/10/2013
Wraidd Properties	q \$ 33,000.00 [info only]	grant	trailer relocation	2/14/2013
Angel Village	q \$ 240,000.00 [info only]	performance based loan	senior village; common space	2/14/2013
City of Wayne	m \$ 30,000.00	grant	Welcome to Wayne signs (4)	11/14/2013
Wayne Area Economic Development	\$ 5,000.00	grant	general administration	12/12/2013
Darrin Barner (WSC Rugby)	n \$ 1,600.00 [info only]	grant	to replace goal post pads	1/9/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	performance based loan	build a bar and grill/package liquor	4/10/2014
Jen and Chad Claussen	\$ 23,765.00	performance based loan	purchase Swans and building	11/13/2014
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00	performance based loan	building addition and fiber glass car manu	8/4/2015
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/3/2015
City of Wayne	p \$ 240,000.00 [info only]	performance based loan	housing cost buy down	3/10/2016
Subtotal of "grant"	\$ 981,136.00	30.66%		
City of Wayne	f \$ 7,132.00	zero percent loan	housing downpayment match	10/8/2009
Jim Milliken (Godfathers)	a \$ 35,500.00	zero percent loan	parking lot	10/8/2009
Inet Library	e \$ 86,038.00	3 percent interest loan	expansion/start up expenses	2/10/2011
RBDK LLC	\$ 70,000.00	3 percent interest loan	new dental clinic at 7th & Pearl	8/11/2011
City of Wayne	h \$ 160,000.00 [info only]	zero percent loan	housing incentives (0% loans)	4/12/2012
Rainbow World Child Care Center	k \$ 75,000.00	zero percent loan	facility addition	10/1/2012
Mandy Benscoter and Louis Benscoter	\$ 50,000.00	zero percent loan	commercial bldgs on Jaxon St	1/10/2013
John and Molly Temme	\$ 65,000.00	3 percent interest loan	commercial property at 7&Dear	6/27/2013
Geno's Steakhouse	\$ 37,000.00	3 percent interest loan	renovation/windows/etc	7/28/2013
Paulson Construction	\$ 39,750.00	3 percent interest loan	purchase building/move bus. to city	7/28/2013
City of Wayne - SCPB, OCC Bldrs, IPI	l \$ 240,900.00	zero percent loan	disaster recovery loans (15 yrs. % payroll)	10/10/2013
Brent L. Pick	\$ 50,000.00	zero percent loan	15 yrs - buy&rebuild Estes/DB/NAPA	11/14/2013
Luit Oil and Service (Rod L. and Christin E. Cook-Lutt)	\$ 50,000.00	3 percent interest loan	Buy and update Zach's/expand services	12/12/2013
NAPA - Wayne	\$ 50,000.00	zero percent loan	15 yrs - rebuild NAPA	1/9/2014
NAPA - Wayne	o \$ 25,000.00	zero percent loan	to rebuild; require annexation	1/9/2014
Leseberg Masonry and Construction	\$ 75,000.00	0% loan; 3% loan	rebuild \$40k at 0%; build \$35k at 3%	1/9/2014
Pat Garvin / Innovative Protectives	\$ 40,000.00	0% loan for 15 yrs	rebuild buildings lost to tornado	2/13/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	3% loan for 15 yrs	build a bar and grill/package liquor	2/13/2014; 4/10/14
Dollar Plus	\$ 125,000.00	0% loan for 5 yrs	open Dollar Plus in Downtown Wayne	4/10/2014
Heft Trucking	\$ 50,000.00	0% loan for 15 yrs	rebuild building lost to tornado	6/12/2014
Tim Fertig	\$ 50,000.00	3% loan for 15 yrs(10yr bln)	buy 2nd&Main prop and open fitness	7/28/2014
Jen and Chad Claussen	\$ 23,765.00	3% loan for 15 yrs	purchase Swans and building	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00	3% loan for 10 yrs	building addition and fiber glass car manu	8/4/2015
Beck Ag Inc	\$ 50,000.00	3% loan for 15 yrs	build out and business growth	12/10/15;1/14/16
Adam Manoucheri/Crossroads-Atoll Productions LLC	\$ 40,000.00	3% loan for 3 yrs	purchase and remodel 200&202 Main St	1/14/2016
Josh Hopkins - Hopkins Eyecare	\$ 35,000.00	0% loan for 2 yrs	purchase property for new eye clinic	6/9/2016
Lukas Rix - Rustic Treasures	\$ 55,000.00	0% loan for 5 yrs	purchase and rehab 1912 City Hall	7/14/2016
Wayne Country Club	r \$ 150,000.00	0% loan for 15 yrs	addition/remodel club house	10/13/2016
Wayne Country Club	r \$ 60,000.00	0% loan for 15 yrs	addition/remodel club house	10/30/2017
Wayne Area Event Center	s \$ 350,000.00	3% loan for 10 yrs	new event center construction	10/13/2016
Subtotal of revolving	\$ 2,135,085.00	66.72%		
TOTAL FUNDS COMMITTED (as of December 31, 2017) *	\$ 3,116,221.00	97.38%		
TOTAL AVAILABLE FOR 15 YEARS (to collect)	\$ 3,200,000.00			

* Interest accrued/paid on the Fund's borrowed money is NOT included in this total
 a Committee recommended \$38,000 zero percent interest loan; Council granted \$2500 of this after the City requested a rain garden in the parking lot.
 b Committee recommended \$75,000; only \$72,686 was spent.
 c Committee recommended \$1,250; Council approved \$2,750.
 d Legally, this is a grant (not required to be paid back); however, the Wayne Hospitality Group LLC plans to honor their previous request's terms of 15 years at 0% interest.
 e Committee recommended only an interest bearing loan for \$43,019; Council approved \$43,019 for an interest bearing loan and \$43,019 for a performance based loan. (all is now a loan)
 f Committee recommended and Council approved \$64,200; only \$7,132 was used after the program closed.
 g Committee recommended a 5 yr loan; Council approved the grant request.
 h Initial housing request from the City was approved; further action by Council allocated housing funds from a different source
 i Revision of previous approval (10/2011) - increased loan guarantee from \$150,000 to \$250,000 (07/2012); allocation became void after 12/31/12 if no company was in Wayne
 j Committee/Council approved \$26,000 for wastewater improvements - only \$13,285 was used
 k Committee recommended \$75,000 loan with interest half of its conventional rate; Council changed the loan to 0% interest
 l \$500,000 was set aside for tornado relief (up to 10% of payroll); only \$241k was used
 m Committee recommended a set number of \$28,000; the Council allowed the request of "up to" \$30,000 for signage
 n Committee recommended approval but believed other sources of funds might be available; Council took no action on this recommendation.
 o Originally a performance based loan; FTE requirement not met so is now a loan
 p Committee recommended approval; City Council did not approve
 q Committee and Council approved; projects were never completed
 r Committee originally recommended \$100,000 loan for 5 yrs at 3%; City of Wayne approved \$150,000 loan for 15 yrs at 0%; Wayne Country Club re-applied to reflect changes to the project scope/bid received; Committee recommended \$210,000 for 15 yrs at 0%; Council approved new loan of \$210,000 for 15 years at 0%;
 s Committee recommended \$250,000 loan for 10 yrs at 3%; Council approved loan of \$350,000 at 3% for 10 years

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: July 3, 2018

TO: Mayor Brodersen
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison 

At their meeting held on July 2, 2018 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

Public Hearing: Final Plat for Southview III; Applicant – City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Giese and seconded by Commissioner Sandoz, to approve and forward a recommendation of approval to the City Council for the Final Plat for Southview III, with the findings of fact being consistency with the Comprehensive Plan and the current and future land use maps. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

JJH:cb

RESOLUTION NO. 2018-39

A RESOLUTION APPROVING THE FINAL PLAT FOR THE "SOUTHVIEW III ADDITION" OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

WHEREAS, the Planning Commission, upon review of the Final Plat of the "Southview III Addition" of the City of Wayne, Wayne County, Nebraska, legally described as:

Legal Description:

A tract of land located in the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska more particularly described as follows:

Beginning at the Northwest Corner of Southview II Addition to the City of Wayne, Wayne County, Nebraska; thence S 02°19'08" E on the West line of said Southview II Addition, 510.95 feet; thence S 30°43'41" E on said West line, 174.34 feet; thence N 59°19'40" E on the South line of said Southview II Addition, 355.56 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°56'44" E on said East line, 233.11 feet; thence N 85°50'29" W, 333.20 feet; thence N 30°43'41" W and parallel to the West line of said Southview II Addition, 196.02 feet; thence N 02°19'08" W and parallel to the West line of said Southview II Addition, 518.58 feet to a point on the South Right-of-Way line of Grainland Road; thence N 87°44'58" E on said South line Right-of-Way line, 30.00 feet to the Point of Beginning, containing 1.43 acres more or less,

on July 2, 2018, recommended approval thereof, based upon the following "Finding of Fact:"

- Consistency with the Comprehensive Plan and the current and future land use maps.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of the "Southview III Addition" of the City of Wayne, Wayne County, Nebraska, be approved subject to the recommendations of the Planning Commission and the foregoing "Finding of Fact."

PASSED AND APPROVED this 17th day of July, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk

ORDINANCE NO. 2018-21

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHWEST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

A tract of land located in the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska more particularly described as follows:

Beginning at the Northwest Corner of Southview II Addition to the City of Wayne, Wayne County, Nebraska; thence S 02°19'08" E on the West line of said Southview II Addition, 510.95 feet; thence S 30°43'41" E on said West line, 174.34 feet; thence N 59°19'40" E on the South line of said Southview II Addition, 355.56 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°56'44" E on said East line, 233.11 feet; thence N 85°50'29" W, 333.20 feet; thence N 30°43'41" W and parallel to the West line of said Southview II Addition, 196.02 feet; thence N 02°19'08" W and parallel to the West line of said Southview II Addition, 518.58 feet to a point on the South Right-of-Way line of Grainland Road; thence N 87°44'58" E on said South line Right-of-Way line, 30.00 feet to the Point of Beginning, containing 1.43 acres more or less,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 3. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. 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 _____
Council President

ATTEST:

City Clerk

[Back to Top](#)

Wayne State College

June 19, 2018

City Police Department
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

To whom it may concern;

On behalf of the Office of Student Activities at Wayne State College, I am writing to request a parade permit for the College's annual Homecoming Parade/Band Day Competition scheduled for Saturday, September 29th, 2018.

We are requesting that Main Street between 1st Street and 12th Street be closed on September 29th for the parade. The parade line-up on 1st Street will begin at 8am with the parade beginning promptly at 9:30am. We anticipate the parade will conclude at approximately 11am.

Wayne State Campus Security will assist the City Police Department with securing the parade route and the affected street crossings. Please contact me by email at sagunio1@wsc.edu or by phone at 402-375-7013 if you have any questions or concerns regarding our request.

Thank you for your time and consideration. We look forward to working with the City Police Department to facilitate another eventful parade.

Respectfully,

Sarah Gunion
Student Activities Coordinator
Wayne State College
Sagunio1@wsc.edu
402-375-7013

Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements. Social security numbers and federal tax identification numbers will be redacted prior to any required disclosure.

CONTRACT FOR SERVICES

Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (the "College"), and __The City of Wayne, NE,
Federal Identification Number _____ (the "Contractor").

The Contractor and the College agree as follows:

1. **Effective Date.** This contract shall be in effect from 9/29/18 to 9/29/18.

2. **Services.** The Contractor agrees to provide the following services to the College:

The Contractor agrees the contract work shall not be performed on time that is paid for by any public funds other than those provided by the College under this contract.

The City of Wayne will grant a parade permit and assist in closing of Highways 15 and 7 for the Homecoming/Band Day Parade starting at 1st and Main at 9:30 and running down Main Street ending at the Willow Bowl (11th and Main). Parade will be done at approximately 11:30 am.

3. **Consideration.** For the services described above, the College agrees to provide the Contractor:

Where provision is made for travel expenses, the expenses shall not exceed those allowed employees of the Nebraska State College System unless otherwise specifically provided herein.

The College will provide the City of Wayne proof of liability insurance in the amount of (1) one Million Dollars with a (3) three Million umbrella.

4. **Prompt Payment Act.** In the event any amount due under this contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

5. **Independent Contractor.** The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the College, and the College shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of the Contractor's employees for the duration of this contract. The Contractor agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements - One box below must be selected and marked.

The College is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a three (3) million dollar umbrella. The College's insurance policy shall be primary and non-contributory. The Contractor shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the Contractor.

6. **Access to Records.** The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the College under this contract. The Contractor agrees to allow authorized representatives of the College, the Board, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate,

free access at reasonable times to all records generated or maintained as a result of this contract for a period of three (3) years after the termination of this contract.

7. New Employee Work Eligibility Status. - One box below must be selected and marked.

Employee Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at http://das.nebraska.gov/lb403/attestation_form.pdf. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

8. Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability or sex. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this contract.

9. ADA & Drug-Free Workplace Requirements. All provisions of this contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

10. Debarment/Suspension Certification. If this contract involves the expenditure of federal funds in the amount of \$25,000 or more, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11. Use of Information; Property Ownership. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. The Contractor agrees that no authority or information gained through the existence of this contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this contract. The Contractor further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this contract shall be the property of the College. The Contractor hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this contract.

12. Parties; Subcontractors; Assignment. References to the Contractor and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this contract without the prior written authorization of the College. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the College.

13. Cancellation. This contract may be canceled by either party upon thirty (30) days' written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the College as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the College initiates termination.

14. Default; Remedies. If the Contractor defaults in its obligations under this contract, the College may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the College

may terminate this contract immediately by written notice to the Contractor. The College shall pay the Contractor only for such performance as has been properly completed and is of use to the College. The College may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.

15. **Unavailability of Funding.** Due to possible future reductions in state and/or federal appropriations, the College cannot guarantee the continued availability of funding for this contract beyond the current fiscal year. In the event funds to finance this contract become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, the College may terminate the contract or reduce the consideration by notice in writing to the Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College shall be the final authority as to the availability of funds. The effective date of contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the Contractor may cancel this contract as of the effective date of the proposed reduction by written notice to the College.

16. **Complete Agreement; Governing Law; Amendment.** This contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this contract other than those stated herein. This contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This contract may be amended at any time in writing upon the agreement and signature of both parties.

17. **Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <http://nitc.ne.gov/standards/2-201.html>, and are incorporated into this contract as if fully set forth therein.

18. **Designated College Representative.** The designated College representative for purposes of monitoring and oversight of this contract is:

____ Sarah Gunion _____ 402-375-7013 _____ sagunio1@wsc.edu _____
Typed or Printed Name Telephone Email Address

19. **Party Signatures.**

CONTRACTOR

Signature Date

Title Printed Name

COLLEGE

Signature Date

Title Printed Name

SYSTEM OFFICE

Signature Date

Title Printed Name

RESOLUTION NO. 2018-40

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF ROADS' REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1st Street to 12th Street on Saturday, September 29, 2018, from 8:00 a.m. to approximately 11:00 a.m. or until immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, Wayne State College and the Wayne Area Chamber of Commerce, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour traffic and control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 17th day of July, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk



July 12, 2018

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

RE: Review/Recommendation of Acceptance of Low Bid
Wayne 2018 Pedestrian Curb Ramps
CDBG No. 16-CD-108
JEO Project No. 180182

Dear Wes and To Whom It May Concern:

On July 10, 2018, bids were received and opened with the assistance of JEO Consulting Group, for the Wayne 2018 Pedestrian Curb Ramps project. In summary, there were three (3) bidders for this project. The low bidder was I&A Construction, LLP out of Sioux City, IA, with a total bid of \$168,483.61 with tentative start date for work in the Spring of 2019. The Engineer's Opinion of Probable Cost for the entire project was estimated at \$237,000.00. A tabulation of the bids received is enclosed for your reference.

I have reviewed the bids and project references provided by the low bidder. Although I&A Construction was significantly lower than the Engineer's Estimate and other bidders, the bid items that were significantly lower than estimated were comparable to the other two bidders' unit prices and total bid prices for those items. I&A Construction was generally lower across the board for all bid items, with the exception of Mobilization in which they were significantly lower.

In cross checking with references for similar work experience provided, I&A generally completed work in an acceptable manner and or corrected as requested. The project experience provided was similar in type and cost of work required for this project. One of the references, expressed importance of regular on-site inspection providing guidance and monitoring of construction, as well as minor difficulties in obtaining administrative documentation and paper work. Other references had no such issues, and stated that their quality of work and project management was good.

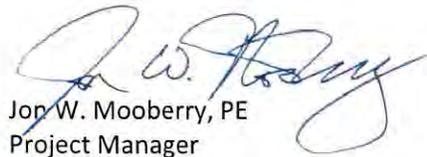
Based on my review of the bids received and follow up with references on projects of similar nature, it is recommended that the City award a contract to I&A Construction, LLP as the lowest, responsive, responsible bidder for a total bid amount of \$168,483.61. Upon the award of the project at your City Council meeting on July 17, 2018, we will notify the low-bid contractor and prepare the contracts for execution between the City and Contractor.

Over the course of the next few weeks we will be requiring further action from the City to proceed with the contracting process. As documents are sent to you, please arrange to obtain signatures as quickly as possible to ensure a process that proceeds expediently. The process is as follows:

- **Execution of a Contract by Contractor:** Upon award by the City, JEO will provide three (3) copies of the Contracts for the Contractor's signature and execution. The Contractor will return all three (3) copies of these documents back to JEO with copies of their Certificates of Insurance, Performance Bond, and Payment Bond forms.
- **Execution of a Contract by the City:** Upon a successful review of these documents by JEO, we will forward three (3) copies of the Contract and Notice to Proceed to the City. If you would like your City attorney to review these documents prior to execution by the City, please let us know and we will provide copies of the contract documents to the City attorney; however, this is not a formal requirement. It should also be noted that the motion to award a contract to the contractor does allow for the Mayor or other designated authority of the City to execute the Contract and the Notice to Proceed without further City Council action. Once all three (3) copies of the Contract and Notice to Proceed have been executed, please return all copies to JEO.
- **Receipt of Final Contracts and Issuance of Notice to Proceed:** Once JEO has received the executed Contract and Notice to Proceed from the City, all documents including the Contract, Certificate of Insurance, Performance Bond, Payment Bond, and Notice to Proceed will be bound with the specification documents. One copy will be sent to the City for your records, one copy will be forwarded to the Contractor, and one copy will be retained by JEO for our records.

As always, if you have any questions or concerns as we work through this process, please feel free to contact me at 402.443.7487 or by email at jmooberry@jeo.com.

Sincerely,



Jon W. Mooberry, PE
Project Manager

Cc (Via Email); Jan Merrill, Joel Hansen



Bid Tab

PROJECT | Wayne 2018 Pedestrian Curb Ramps

JEO PROJECT NO. | 180182.00

LOCATION | Wayne, Nebraska

LETTING | July 10, 2018 @ 2:00 PM

OPINION OF PROBABLE COST | \$237,000

Bidder	Total Group A	Start Date
I&A Construction LLP Sioux City, IA	\$168,483.61	Spring of 2019
Sealant Services, Inc., dba SCS Construction Columbus, NE	\$223,936.60	10/22/2018
TR Harris Construction, Inc. Homer, NE	\$230,601.60	8/13/2018



Tab Sheet

PROJECT | Wayne 2018 Pedestrian Curb Ramps

JEO PROJECT NO. | 180182.00

LOCATION | Wayne, Nebraska

			I&A Construction		SCS Construction		TR Harris Construction		
GROUP A									
Item	Qty.	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	LS	Mobilization	\$9,000.00	\$9,000.00	\$22,500.00	\$22,500.00	\$25,100.00	\$25,100.00
2	1	LS	Temporary Traffic Control Measures	\$5,225.00	\$5,225.00	\$14,750.00	\$14,750.00	\$8,000.00	\$8,000.00
3	1	LS	Clearing and Grubbing	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00
4	1	LS	Site Grading	\$3,000.00	\$3,000.00	\$5,750.00	\$5,750.00	\$5,500.00	\$5,500.00
5	3	EA	Remove Tree	\$1,650.00	\$4,950.00	\$2,750.00	\$8,250.00	\$2,000.00	\$6,000.00
6	272	SY	Remove Pavement	\$19.80	\$5,385.60	\$19.00	\$5,168.00	\$15.00	\$4,080.00
7	8,871	SF	Remove Concrete Sidewalk	\$1.36	\$12,064.56	\$2.25	\$19,959.75	\$1.25	\$11,088.75
8	202	SY	7" Concrete Pavement	\$75.00	\$15,150.00	\$93.50	\$18,887.00	\$115.25	\$23,280.50
9	68	SY	6" Concrete Driveway	\$85.31	\$5,801.08	\$75.25	\$5,117.00	\$80.00	\$5,440.00
10	11,018	SF	5" Concrete Sidewalk	\$6.50	\$71,617.00	\$7.32	\$80,651.76	\$10.00	\$110,180.00
11	474	SF	7" Concrete Sidewalk	\$8.15	\$3,863.10	\$7.65	\$3,626.10	\$12.50	\$5,925.00
12	604	SF	Detectable Warning Panels	\$40.00	\$24,160.00	\$30.00	\$18,120.00	\$24.00	\$14,496.00
13	2	EA	Adjust Valve Box to Grade	\$431.95	\$863.90	\$500.00	\$1,000.00	\$250.00	\$500.00
14	4	EA	Adjust Curb Stop to Grade	\$201.00	\$804.00	\$500.00	\$2,000.00	\$250.00	\$1,000.00
15	13,657	SF	Hydro-Seeding, Fertilizer and Mulch	\$0.41	\$5,599.37	\$1.00	\$13,657.00	\$0.55	\$7,511.35
TOTAL GROUP A					\$168,483.61		\$223,936.61		\$230,601.60

Betty McGuire - Re: Bid Review Questions - Wayne 2018 Pedestrian Curb Ramp Project

From: I&A Construction <iandaconstruction2013@gmail.com>
To: Jon Mooberry <jmooberry@jeo.com>
Date: 7/11/2018 5:09 PM
Subject: Re: Bid Review Questions - Wayne 2018 Pedestrian Curb Ramp Project
Attachments: Experience Record.pdf

Jon,

Thank you for reviewing and considering our quote. I understand the concerns expressed due to our significantly lower bid than that of the the engineer and other bidders, however, I want to reassure you that we extensively reviewed the proposal and plans for this project and did a walk through of the intersections that pertain to the scope of work in this project. Here are our specific answers to the posed questions.

Does I&A understand fully understand project specifications and scope of work required to complete the project, as well as for each pay item? Yes. As with any other job we carefully reviewed the proposal, plans, and specifications for each pay item. We also did a walkthrough of the job site and reviewed the conditions of each intersection involved in this project. We requested quotes for items such as the traffic control and the hydro seeding and mulching as these pay items will be sub contracted out. We also requested quotes for all the material we will be utilizing for each pay item. We believe, based on the plans, specifications for each pay item, that we provided the best unit price for each pay item.

2. Of the projects provided on with the Experience Record, was I&A the prime contractor on any of them or subcontractor? If prime contractor, which projects were you prime on? Attached please find a revised copy of the Experience Record in which I indicate the projects we have primed and the ones we have been a subcontractor on. I did add an additional project that we primed, and which is about 97% completed for the city of Sioux City.

3. I&A's experience record indicates previous work on CDBG or federally funded projects. Does I&A fully understand federal funding requirements for CDBG projects and Davis-Bacon Wage Rates and administrative documentation required? Yes. We have done quite of bit of work as a subcontractor for the Iowa Department of Transportation. Many of these projects are federally funded and require Davis-Bacon Wage Rates. We are aware of the documentation that these federally funded projects require. We are aware of the Wage Rate for this project based on the General Decision NE180033 dated 01/05/2018.

Please let me know if you have any additional questions or concerns. Please know that although we have not primed as many jobs as we have subbed, we feel that we are more than capable of priming and completing the the scope of work in this project. We also believe that our bid, even though it was lower than the engineers and other bidders, was based on our extensive review of each pay item and our experience doing this kind of work.

Sincerely,

Marce
I&A Construction, LLP
712-224-9050

On Wed, Jul 11, 2018 at 12:41 PM, Jon Mooberry <jmooberry@jeo.com> wrote:

Marcelina,

Thank you for your bid on this project. In review of bid submitted and project experience, concerns have been expressed to me regarding bid price submitted and experience/understanding of federal funding requirements for CDBG projects and Davis-Bacon Wage Rates. Although your bid was significantly lower than the Engineer's Estimate and other bidders, the bid items that were significantly lower than estimated were comparable to the other two bidders' unit prices and total bid prices for those items. You were generally lower across the board for all bid items, with the exception of Mobilization in which they were significantly lower. I do plan to recommend awarding project to I&A, but would like your response to the following questions before doing so and to forward on to the City.

1. Does I&A understand fully understand project specifications and scope of work required to complete the project, as well as for each pay item?
2. Of the projects provided on with the Experience Record, was I&A the prime contractor on any of them or subcontractor? If prime contractor, which projects were you prime on?
3. I&A's experience record indicates previous work on CDBG or federally funded projects. Does I&A fully understand federal funding requirements for CDBG projects and Davis-Bacon Wage Rates and administrative documentation required?

I'd appreciate it if you could respond by the end of today or no later than 9 am tomorrow, 7/12/2018. City Council plans to review bids for awarding the project next Tuesday, 7/17. Please feel free to call if you have any questions.

Thanks,



JON W. MOOBERRY, PE | Project Manager
JEO CONSULTING GROUP INC
d: [402.443.7487](tel:402.443.7487) | m: [402.405.4772](tel:402.405.4772) |
jmooberry@jeo.com – www.jeo.com

EXPERIENCE RECORD

PREVIOUS EXPERIENCE (Include Projects completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
2017 Annual CBD ADA Sidewalk Phase 2	Name: Brittany Anderson Address: 405 6th Street + SC Telephone: 712-279-6324	Name: Brittany Anderson Company: City of Sioux City Telephone: 712-279-6324	8/21/2017	Sidewalk Ramps	Completed	\$48,714.89
Carroll St P-1125 (6017)-70-14 HMA Resurfacing with Milling	Name: Cody Forch Address: 7245 Men Ave, Carroll IA Telephone: 712-792-9711	Name: JEO-Cody Forch Company: JEO Telephone: 712-792-9711	5/30/17	Sidewalk, Driveway + Curbs + Gutter	Completed	\$102,382.88
1-29 North Bourke Bridge IHA MHS-0296-04) 149-03-97	Name: Jara, Dept of Transportation Address: 800 Lincoln Way Telephone:	Name: Dean Herbst Company: IA DOT Telephone: 712-339-1367	11/2016	Rec Trail Curbs + Gutter Sidewalk Detachable Warning Driveway	Completed	\$81,707.39
Bridgeport West Improvements	Name: City of Sioux City Brett Langley Address: 406 6th St SC IA Telephone: 712-224-6027	Name: HR Green Company: HR Green Telephone: 605-334-4999	8/1/17	Rec Trail Driveways Detachable Warning	Completed	\$4,848
Other Drive North to 14 and connecting to the Flood Level Trail Project # 10748-17309 EOP-7057(088)-74-97	Name: City of Sioux City Address: 406 6th St SC IA Telephone: 712-279-6324	Name: HR Green / Keith Carruthers Company: HR Green Telephone: 605-331-2673	3/18/18	Rec Trail	Completed	\$79,305
Tyson Events Center Site Repairs Project	Name: Brett Langley Address: 406 6th St SC IA Telephone: 712-224-6024	Name: Veensra + Kim Company - Veensra + Kim Telephone: 712-251-8398	9/25/17	tull Depth Path Sidewalk Curbs + Gutter Intakes	97% Completed	\$262,212

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RESOLUTION NO. 2018-41

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "WAYNE 2018 PEDESTRIAN CURB RAMP PROJECT."

WHEREAS, three bids were received on July 10, 2018, for the "Wayne 2018 Pedestrian Curb Ramp Project;" and

WHEREAS, said bids have been reviewed by the City's Engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Wayne 2018 Pedestrian Curb Ramp Project," as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
I & A Construction, LLP 1416 Pierce Street Sioux City IA 51105	\$168,483.61

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same are hereby accepted.

PASSED AND APPROVED this 17th day of July, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

ORDINANCE NO. 2018-19

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 78 PARKING, SECTION 78-126 PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; 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 VII Traffic Code, Chapter 78 Parking, Section 78-126 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

(A) No person shall, at any time, park a vehicle upon the following described streets or parts of streets:

All of Lloyd Court from the southerly line of Brooke Drive to and including the entire circle
The east side of the centerline of Vintage Hill Drive from the north line of East 14th Street north to a point 125 feet north of the north line of Adam Drive
The east side of the centerline of Eastview Drive from the north line of Poplar Street to the south line of Sycamore Street
The east side of the centerline of Ada Drive from Sunnyview Drive to the north line of Poplar Street
The east side of the centerline of Hillside Drive from the north line of East 7th Street north to the city limits
The east side of the centerline of North Main Street from the north line of East 7th Street north to the south line of East 14th Street
The east side of the centerline of Claycomb Road from the north line of East 14th Street north to the city limits
The east side of the centerline of Providence Road from the north line of East 7th Street north to the south line of East 14th Street
The east side of the centerline of Lilac Lane from the north line of East 10th Street north to the south line of Hillcrest Road
The east side of the centerline of Pine Heights Road from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north a distance of 150 feet
The east side of the centerline of Logan Street from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of Nebraska Street from the north line of East 7th Street north to the south line of East 10th Street

The east side of the centerline of Windom Street from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of Walnut Drive from the north line of East 7th Street north to the south line of East 9th Street
The east side of the centerline of Walnut Street from the north line of East 9th Street north to the south line of East 14th Street
The east side of the centerline of Linden Street from the north line of East 14th Street north to the south line of Aspen Street
The east side of the centerline of Memory Lane from the north line of East 10th Street north to the south line of Gail's Way
The east side of the centerline of Angel Avenue from the north line of East 10th Street to the north line of Gail's Way
The north side of the centerline of East 10th Street from the north-south alley between Walnut Street and Windom Street to the west line of Walnut Street
The north side of the centerline of East 10th Street from the east line of Main Street east to the west line of Logan Street
The north side of the centerline of East 7th Street from the east line of Main Street east to the city limits
The north side of the centerline of 14th Street between the east boundary of the Wayne State College Technology Building Lot on the quarter section line east to Claycomb Road
The south side of the centerline of Aspen Street from the east line of Claycomb Road east to the city limits
The south side of the centerline of East 14th Street from the east line of Providence Road east to the city limits
The south side of the centerline of Poplar Street from the west line of Ada Drive to the west line of Providence Road
The south side of the centerline of East 10th Street from the east line of Main Street east to the west line of Hillside Drive.
The south side of the centerline of East 10th Street from the east line of Main Street east to the east line of Providence Road.
The south side of the centerline of East 10th Street from 221 feet east of the east line of Providence Road east to the west line of Hillside Drive
The south side of the centerline of Hillcrest Road from the east line of Walnut Street east to the point where Hillcrest Road turns south and then on the east side of the centerline to the north line of East 10th Street
The south side of the centerline of Poplar Street from the west line of Hillside Drive to the east line of Eastview Drive

The south side of the centerline of Sunnyview Drive from the west line of Hillside Drive to the east line of Providence Road
The south side of the centerline of East 9th Street from the east line of Main Street east to the west line of Pine Heights Road
The south side of the centerline of Sunnyview Drive from the west side of Providence Road to the east line of Alda Drive
The south side of the centerline of Sycamore Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Brooke Drive from the east line of Claycomb Road east to the city limits
The south side of the centerline of Sycamore Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Gail's Way from the east line of Memory Lane to the west line of Angel Avenue
The south side of the centerline of East 8th Street from the east line of Main Street to the north-south alley east of Windom Street
The west side of the centerline of Logan Street from the north line of East 7th Street north for a distance of 150 feet
The west side of the centerline of Walnut Street from 10th Street north to J.G. Lewis Drive
The west side of the centerline of Providence Road from the north line of East 7th Street north to the south line of East 14th Street
The west side of the centerline of Circle Drive from the north line of East 9th Street north to the circle and the entire circle
The west side of Claycomb Road from the north line of 14th Street going north a distance of 104 feet
The west side of the centerline of Pine Heights Road from the north line of East 7th Street north for a distance of 25 feet
The west side of the centerline of Walnut Drive from the north line of East 7th Street north for a distance of 190 feet
The west side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north for a distance of 150 feet

(B) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

(2002 Code, § 78-126) (Ord. 2005-22, passed 8-9-2005; Ord. 2008-18, passed 9-16-2008; Ord. 2008-21, passed 10-21-2008; Ord. 2013-36, passed 8-6-2013; Ord. 2014-2, passed 3-4-2014; Ord. 2014-21, passed 6-17-2014; Ord. 2018-19, passed 7-3-18)

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 17th day of July, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

ORDINANCE NO. 2018-20

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 78 PARKING, SECTION 78-127 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY; 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 VII Traffic Code, Chapter 78 Parking, Section 78-127 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

78-127 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY.

(A) No person shall, at any time, park a vehicle between the hours of 12:00 midnight and 5:00 a.m. upon any of the following described streets or parts of streets:

The east side of the centerline of Circle Drive from the north line of East 9 th Street north to the circle
The north side of the centerline of East 10 th Street from the east line of Walnut Street east to the city limits
The north side of the centerline of Poplar Street from the east line of Eastview Drive to the west line of Hillside Drive
The south side of the centerline of East 10th Street from the east line of Providence Road east to a point 221 feet east of the east line of Providence Road.
The north side of the centerline of East 8 th Street from the east line of Main Street east to the north-south alley east of Windom Street
The north side of the centerline of Aspen Street from the east line of Claycomb Road east to the city limits
The north side of the centerline of Hillcrest Road from the east line of Walnut Street east to where Hillcrest Road turns south and then on the west side of the centerline to the north line of East 10 th Street.
The north side of the centerline of Sunnyview Drive from the east line of Providence Road east to the west line of Hillside Drive
The north side of the centerline of East 10 th Street from the east line of Windom Street east to the west line of the north-south alley between Windom Street and Walnut Street
The north side of the centerline of Gail's Way from the west line of Memory Lane east to the east line of Angel Avenue
The west side of the centerline of Walnut Street from the north line of East 9 th Street north to the south line of Hillcrest Road
The west side of the centerline of Nebraska Street from the north line of East 7 th Street north to the south line of East 10 th Street

The west side of the centerline of Claycomb Road from the north line of East 14th Street north to the city limits
The west side of the centerline of Linden Street from the north line of East 14th Street north to the south line of Aspen Street
The west side of the centerline of Logan Street from a point 25 feet north of the north line of East 7 th Street north to the south line of East 10 th Street
The west side of the centerline of Hillside Drive from the north line of Seventh Street north to the city limits
The west side of the centerline of Eastview Drive from the north line of Poplar Street north to the south line of Sunnyview Drive
The west side of the centerline of Walnut Street from a point 190 feet north of the north line of East 7 th Street north to the south line of East 9 th Street
The west side of the centerline of Pine Heights Road from the north line of East 7 th Street north to the south line of East 10 th Street
The west side of the centerline of Memory Lane from the north line of East 10 th Street to the north line of Gail's Way
The west side of the centerline of Angel Avenue from the north line of East 10 th Street north to the south line of Gail's Way

(B) Appropriate signs shall be placed to advise the public of these restricted parking regulations. (2002 Code, § 78-127) (Ord. 2010-1, passed 1-5-2010; Ord. 2013-37, passed 8-8-2013; Ord. 2014-18, passed 6-17-2014; Ord. 2018-20, passed 7-3-18)

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 17th day of July, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

ORDINANCE NO. 2018-22

AN ORDINANCE APPROVING TRANSMISSION SUBSTATION SERVICE AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND NEBRASKA PUBLIC POWER DISTRICT.

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, Nebraska Public Power District (NPPD) owns and operates electric generating facilities together with a transmission system and is engaged in the generation, purchase, transmission and sale of electric power and energy; and

WHEREAS, the City of Wayne is desirous of entering into a Transmission Substation Service Agreement with NPPD to be effective January 1, 2019, which is when the City of Wayne will become a transmission customer of the Southwest Power Pool.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Transmission Substation Service Agreement between NPPD and the City of Wayne, Nebraska, is hereby approved, and the Mayor and/or Council President is hereby authorized to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 17th day of July, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

TRANSMISSION SUBSTATION SERVICE AGREEMENT

between

NEBRASKA PUBLIC POWER DISTRICT

and

THE CITY OF WAYNE, NEBRASKA

This Transmission Substation Service Agreement ("Agreement") is made and entered into effective January 1, 2019, by and between the Nebraska Public Power District ("NPPD"), a public corporation and political subdivision of the State of Nebraska, and the City of Wayne, a municipal corporation of the State of Nebraska ("City"), sometimes hereinafter referred to collectively as "Parties" or individually as "Party".

RECITALS

WHEREAS, NPPD owns and operates electric generating facilities together with a transmission system and is engaged in the generation, purchase, transmission and sale of electric power and energy; and

WHEREAS, NPPD became a member of the Southwest Power Pool (SPP) effective April 1, 2009, and through its membership in the SPP, NPPD has transferred functional control of and service on NPPD's transmission system to the SPP; and

WHEREAS, it is recognized by the Parties that upon commencement of NPPD's membership in the SPP, effective April 1, 2009, that terms and provisions of the SPP Tariff do not allow NPPD to offer new transmission service on the NPPD Transmission System under the NPPD T-2 Rate Schedule (except for Transmission Substation Service, which is not provided by SPP); and

WHEREAS, City will become a transmission customer of SPP, effective January 1, 2019, and take any new transmission service from the SPP under the SPP Tariff instead of under the Wholesale Power Contract between City and NPPD dated January 1, 2002; and

WHEREAS, City requires Transmission Substation Service from NPPD to facilitate delivery of power and energy to the City's loads; and

WHEREAS, NPPD and City desire to set forth the terms and conditions applicable to said Transmission Substation Service provided by NPPD after City becomes a transmission customer of the SPP.

NOW THEREFORE, it is agreed as follows:

ARTICLE 1 DEFINITIONS

- 1.1 Force Majeure as used herein shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including, without limitation by enumeration, acts of God, acts of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), blockades, strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargos, inability to obtain a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies and regulatory bodies, court actions, bankruptcy court actions, arrests and restraints. Force Majeure does not include any cause arising out of a Party's act of negligence or intentional wrongdoing nor mere economic hardship of a Party. Nothing contained herein shall be construed to require a Party to settle any strike or labor negotiation against its will.
- 1.2 Prudent Utility Practices shall mean any of the practices, methods and acts at a particular time, which in the exercise of reasonable judgment in light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In applying the standard of Prudent Utility Practices to any matter under this Agreement, equitable consideration should be given to the circumstances, requirements and obligations of each of the Parties hereto and there shall be taken into account the fact that the Parties hereto are public corporations and political subdivisions of the State of Nebraska with prescribed statutory and legal powers, duties and responsibilities. It is recognized that Prudent Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to be any of the practices, methods and/or actions generally accepted in the region.

ARTICLE 2 TERM AND EFFECTIVE DATE

This Agreement shall become effective on January 1, 2019, and shall continue in force and effect for as long as the NPPD Transmission Substation facilities, as described in Section 3 of NPPD's T-2 Transmission Service Rate Schedule (T-2 Rate Schedule) attached hereto as Exhibit A and further described in Exhibit B attached hereto, are

necessary and used by the City for delivery of power and energy to the City's electric system.

ARTICLE 3 SERVICE PROVIDED TO CITY BY NPPD

For purposes of making power and energy deliveries from Point(s) of Receipt on certain NPPD transmission substations (at the 115 kV or higher voltage level as of the date of the Agreement) to the City's loads served at the 69 kV or lower voltage level, NPPD shall provide to City Transmission Substation Service as defined in and pursuant to the terms and provisions of NPPD's T-2 Rate Schedule, at the NPPD transmission substations identified in Exhibit B as the same may be revised from time to time by mutual agreement of the Parties hereto.

ARTICLE 4 COMPENSATION TO NPPD FOR SERVICE PROVIDED

For Transmission Substation Service provided to City under this Agreement, NPPD will charge and bill and City will pay NPPD in accordance with the rate and charge provisions of NPPD's T-2 Rate Schedule.

ARTICLE 5 BILLING AND PAYMENTS

- 5.1 All billing for Transmission Substation Service shall be delivered monthly by NPPD to City as soon as reasonably practical after the end of the billing period, it being recognized that partial billing may be submitted in the event that portions of the billings may require additional time to prepare. All such billings, including partial billings, shall be due and payable by City within fifteen (15) calendar days from the date the billing is rendered, whether or not a party disputes all or any portion of the billing. If such due date falls on a Saturday, Sunday or a holiday observed by either Party, the payment shall be due and payable on the next following business day. Billings shall be deemed rendered on the postmark date if deposited in first class mail with postage prepaid and shall be deemed rendered upon receipt if another means of delivery is used. All billing shall be deemed paid on the postmark date if deposited in first class mail with postage prepaid and shall be deemed paid upon receipt if another means of delivery is used.

- 5.2 In the event City fails to make a payment of a billing when due and payable for any reason, City shall pay interest thereon to NPPD. Such interest shall accrue and be compounded daily on any unpaid amount, from the date due until the date upon which payment is made, using for each day the lowest United States prime rate of interest published on that day (or the last previous publication day if not published on that day) in the money rates section of the Wall Street Journal. Each such daily interest calculation shall be on the basis of actual days and a three hundred sixty-five (365) day calendar year. The Parties agree that this paragraph shall not be a

defense to any action to compel payment of a billing or for a determination of default or termination.

- 5.3 If Transmission Customer fails to pay all or any portion of any billing described in this Article, NPPD shall have the right to terminate Transmission Substation Service and City will be prohibited from utilizing NPPD's Transmission Substation Facilities for power and energy deliveries. Such Transmission Substation Service shall not be resumed until the bill is paid in full and creditworthiness reestablished as determined to the satisfaction of NPPD.

**ARTICLE 6
METERING AND LOSSES**

- 6.1 Metering equipment at any point of measurement, as deemed necessary for the purpose of determining the Transmission Substation Service provided hereunder, will be provided by, or provided for, and maintained by NPPD.
- 6.2 It is understood that there are power and energy losses, which occur in the delivery of energy from any point of receipt to a corresponding point of delivery. The losses from any point of receipt to any corresponding point of delivery shall be determined by using the loss factors set forth in the billing exhibit contained in Exhibit B attached hereto and incorporated herein. Such factors shall be mutually agreed to by the Parties, and may be revised from time to time.

**ARTICLE 7
NOTICES, CORRESPONDENCE, BILLING AND PAYMENTS**

Any notices, billings, payments, and other communications related to this Agreement shall be given in writing and sent by mail, postage prepaid, national express delivery service or by electronic communication. A Party may change its address or the person to which notices, billings or payments are to be sent by providing written notice of such change to the other Party.

City:

NOTICES/CORRESPONDENCE

City of Wayne
306 Pearl
Wayne, NE 68787

BILLINGS

City of Wayne
306 Pearl
Wayne, NE 68787

NPPD:

NOTICES/CORRESPONDENCE

Nebraska Public Power District
Contracts Manager
P.O. Box 499
Columbus, NE 68602-0499

PAYMENTS

Nebraska Public Power District
Accounting Department
P.O. Box 499
Columbus, Nebraska 68602-0499

NPPD shall have the right to require payment by electronic transfer.

ARTICLE 8 RECORDS AND ACCOUNTING

From time to time, either Party shall make available to the other Party such books, records, estimates, reports and information as reasonably requested in respect of any matter relating to or arising out of this Agreement as may reasonably be required for the proper performance or establishing proper performance of this Agreement.

ARTICLE 9 GENERAL

- 9.1 In no event shall a Party be liable to the other Party for any indirect, consequential, incidental, economic, punitive or similar damages arising from, related to or in any way connected with this Agreement or Transmission Substation Service provided hereunder.
- 9.2 Any waiver at any time by the other Party of its rights with respect to a default or breach under this Agreement shall not be deemed a waiver with respect to any other default or breach or other matter arising in connection herewith. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.
- 9.3 Neither Party to the Agreement shall be considered to be in default of performance of any of its obligations under this Agreement, except the obligation to make payment for service actually provided and billed as specified in Article 5, Billing and Payments, when a failure of performance shall be due to a Force Majeure.

If an event of Force Majeure occurs, and the affected Party is unable to carry out any of its obligations under this Agreement, then upon the affected Party giving written notice to the other Party of such Force Majeure, the affected Party's obligations shall be suspended from and after the date of the Force Majeure specified in the notice to the extent made necessary by such Force Majeure and during its continuance. The notice shall specify in detail (to the extent known) the nature of the Force Majeure, the obligations which the affected Party is unable to perform or furnish due to Force Majeure, and the affected Party's best estimate of probable duration of the Force Majeure. The affected Party shall use reasonable efforts to eliminate and cure such Force Majeure insofar as possible with minimum delay, and to resume full performance of its obligations.

- 9.4 The City shall not assign, sell, convey, or otherwise transfer this Agreement, or any of its rights or obligations thereunder, without prior express written consent of NPPD. The assignee or other transferee shall assume all duties and obligations arising from and after the time of the consent to transfer by NPPD, but such assignment or transfer shall not release the City from its duties and obligations unless specifically provided in the written consent and in the assignment,

conveyance or transfer document. All duties and obligations arising prior to the assignment or transfer shall remain the duty and obligation of the City unless the Parties specifically agree otherwise in writing.

- 9.5 This Agreement is entered into under and shall be governed and construed by the laws of the State of Nebraska, and any legal action on or arising out of this Agreement shall be commenced and maintained only in Platte County District Court, State of Nebraska.
- 9.6 Any modification, supplement, or amendment of the provisions of this Agreement shall not be valid and effective unless contained in a writing signed by the Parties.
- 9.7 This Agreement and the rights and obligations hereunder are intended only for the benefit of City and NPPD and shall not create any rights for or obligations to any other entity.
- 9.8 In the event a Party fails to perform or fulfill any material provision, obligation or condition under this Agreement, such failure shall be a breach under the Agreement. Upon a breach, the non-breaching Party may give written notice of such breach to the breaching Party. Upon such notice being provided, the breaching Party shall have thirty (30) days from receipt of said notice with which to cure the breach; provided, however, if such breach is not capable of cure within thirty (30) days, the breaching Party shall commence cure within thirty (30) days after notice and continuously use reasonable efforts to completion; and if cured within such time, the breach specified in such notice shall cease to exist. In addition to the above, a breach on the part of the City under the Interconnection and Interchange Agreement, as described in Article 10, shall also be a breach under this Agreement.

The failure of a breaching Party to cure its breach as set forth above shall be a default under this Agreement; provided, however, no default shall exist where such failure (other than the failure to make payments when due) is the result of Force Majeure as defined in this Agreement or the result of an act of omission of the other Party.

If a breach is not cured and a default occurs under this Agreement, the non-breaching Party shall have the right to declare a default and terminate this Agreement by providing written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or equity. The provisions of this Section 9.8 shall survive termination of this Agreement.

ARTICLE 10

CONDITIONS TO THE AGREEMENT

The effectiveness of this Agreement shall be conditioned upon completion and effectiveness of the following:

1. City or its designee (as the SPP Transmission Customer) and SPP entering into a Service Agreement For Network Integration Transmission Service – Attachment “F” under the SPP Tariff.
2. City or its designee (as the SPP Transmission Customer), NPPD, and SPP entering into a Network Operating Agreement – Attachment “G” under the SPP Tariff.
3. City and Northeast Public Power District entering into a subtransmission service agreement between the parties, if necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

CITY OF WAYNE, NEBRASKA

By: _____

Printed Name: _____

Title: _____

Date: _____

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Printed Name: _____

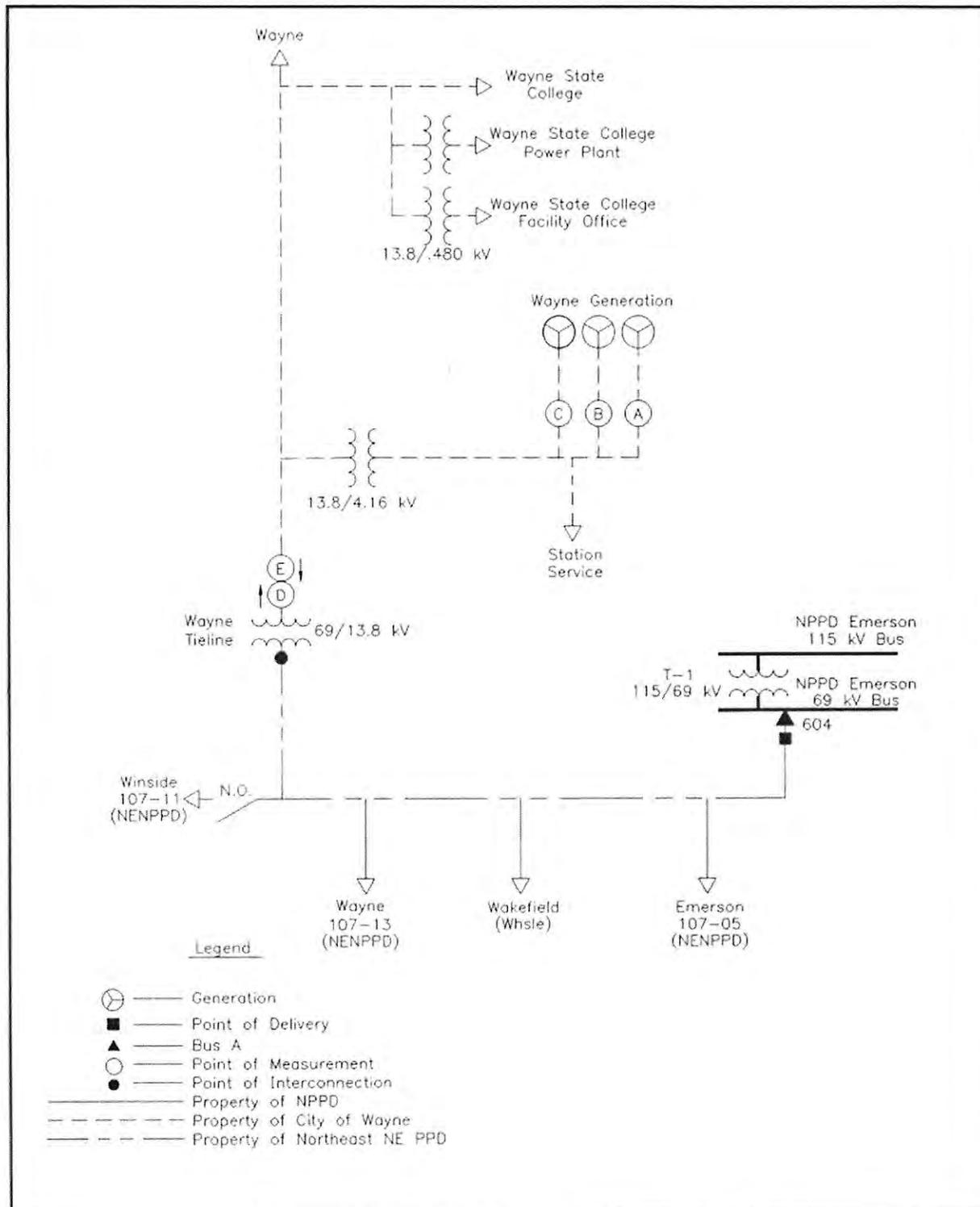
Title: _____

Date: _____

EXHIBIT A
T-2 SCHEDULE

EXHIBIT B
TRANSMISSION SUBSTATION SERVICE AGREEMENT
CITY OF WAYNE

- Remarks: Initial loss factors are subject to change to conform to the Billing Exhibit(s) under the Wholesale Power Contract (WPC) between NPPD and City of Wayne effective January 1, 2002 until such WPC terminates.
- Billing Procedure: Customer shall be billed in accordance with provisions of NPPD's T-2 Rate Schedule, found in Exhibit A, for quantities delivered to the customer and recorded on meters A through D, less E, each adjusted to Bus A by the appropriate billing loss factors above.
- Note: Northeast Public Power District provides subtransmission line services for the City of Wayne.



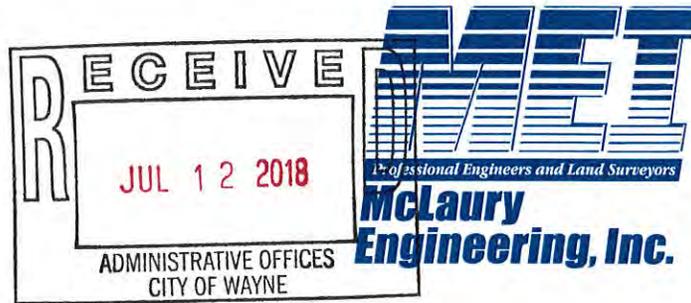
VERSIONS/REVISIONS	
NO	

1	2	3	4	5	6	DRAWN DATE Effective 1/1/2019	 Nebraska Public Power District CADD FILE: ED104702.DWG
EXHIBIT B OF TRANSMISSION SUBSTATION SERVICE AGREEMENT FOR CITY OF WAYNE						CHECKED DATE	
						APPROVED DATE	
						FILMED	

[Back to Top](#)

June 28, 2018

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



RE: 42151201 – 4th Street Reconstruction
Pay Estimates – 5 Final – (\$68,588.64)
Change Order – 2 Final – (decrease \$62,987.77)

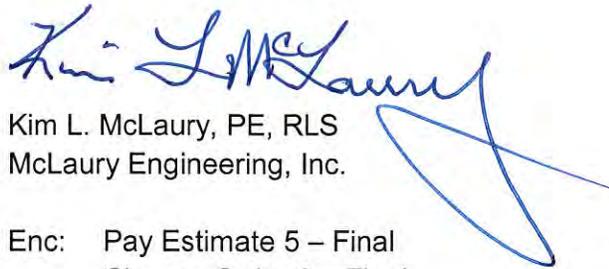
Dear Wes,

Enclosed is the final pay estimate and change order for the 4th Street Project.

The 4th Street Project is complete. This payment includes all of the retainage that has been withheld to date and will be paid out with this final pay estimate. I have discussed the joint issue with Joel and he is fine paying off the contract in full.

Should you have any questions on the above final pay estimates or the change order please feel free to give me a call or I can stop by anytime.

Best regards,



Kim L. McLaury, PE, RLS
McLaury Engineering, Inc.

Enc: Pay Estimate 5 – Final
Change Order 2 – Final

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		4th Street Paving Project		Application Number:		5 - Final					
Application Period:		May 2018		Application Date:		5/29/2018					
Bid Item No.	Item Description	Contract Information			C	D	E	F			
		Item Quantity	Units	Unit Price				Total Value of Item (\$)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
GROUP A - GRADING ITEMS											
1	MOBILIZATION	1	LUMP SUM	\$3,265.00		1	\$3,265.00		\$3,265.00	100.0%	
2	GENERAL CLEARING AND GRUBBING	1	LUMP SUM	\$1,100.00		1	\$1,100.00		\$1,100.00	100.0%	
3	EXCAVATION (ESTABLISHED QUANTITY)	14255	CU YD	\$3.00		14255	\$42,765.00		\$42,765.00	100.0%	
4	REMOVE WALK	12	SQ YD	\$5.25		12	\$63.00		\$63.00	100.0%	
5	REMOVE SIGN AND POST		EACH	\$800.00							
6	TRAFFIC CONTROL	1	LUMP SUM	\$6,400.00		1	\$6,400.00		\$6,400.00	100.0%	
GROUP B - PAVING ITEMS											
1	MOBILIZATION	1	LUMP SUM	\$5,480.00		1	\$5,480.00		\$5,480.00	100.0%	
2	GRAVEL SURFACE COURSE		CY	\$65.00							
3	TIE BARS	24	EACH	\$6.00		24	\$144.00		\$144.00	100.0%	
4	CONCRETE CLASS 478-3500 SIDEWALK	753.11	SQ YD	\$34.00		753.11	\$25,605.74		\$25,605.74	100.0%	
5	DETECTABLE WARNING PANEL	100	SQ FT	\$24.00		100	\$2,400.00		\$2,400.00	100.0%	
6	8" CONCRETE PAVEMENT, CLASS 478-3500	5882.44	SQ YD	\$35.56		5882.44	\$209,179.57		\$209,179.57	100.0%	
7	RECONSTRUCT MANHOLE	2	EACH	\$400.00		2	\$800.00		\$800.00	100.0%	
8	FLY ASH FOR SUBGRADE		TON	\$72.00							
9	SUBGRADE PREPARATION	8328	SQ YD	\$1.75		8328	\$14,574.00		\$14,574.00	100.0%	
GROUP C - UTILITY ITEMS											
1	MOBILIZATION	1	LUMP SUM	\$25,500.00		1	\$25,500.00		\$25,500.00	100.0%	
2	CAST IRON COVER AND FRAME	1005	POUND	\$4.20		1005	\$4,221.00		\$4,221.00	100.0%	
3	CAST IRON GRATE AND FRAME		POUND	\$5.00							
4	CAST IRON CURB INLET GRATE AND FRAME	1000	POUND	\$6.00		1000	\$6,000.00		\$6,000.00	100.0%	
5	CURB INLET	8	EACH	\$3,950.00		8	\$31,600.00		\$31,600.00	100.0%	
6	AREA INLET		EACH	\$3,720.00							
7	MANHOLE	2	EACH	\$3,900.00		2	\$7,800.00		\$7,800.00	100.0%	
8	HYDROMULCH	2	EACH	\$1,200.00		2	\$2,400.00		\$2,400.00	100.0%	
9	15" REINFORCED CONCRETE PIPE	163	LF	\$35.00		163	\$5,705.00		\$5,705.00	100.0%	
10	18" REINFORCED CONCRETE PIPE	401	LF	\$38.50		401	\$15,438.50		\$15,438.50	100.0%	
11	24" REINFORCED CONCRETE PIPE	854	LF	\$46.00		854	\$39,284.00		\$39,284.00	100.0%	
12	30" REINFORCED CONCRETE PIPE	320	LF	\$64.00		320	\$20,480.00		\$20,480.00	100.0%	
13	36" REINFORCED CONCRETE PIPE		LF	\$77.00							
14	15" CONCRETE FLARED-END SECTION		EACH	\$800.00							
15	24" CONCRETE FLARED-END SECTION		EACH	\$900.00							
16	36" CONCRETE FLARED-END SECTION		EACH	\$1,500.00							
17	24" ROUND EQUIVALENT REINFORCED CONCRETE PIPE		LF	\$76.00							
18	24" ROUND EQUIVALENT CONCRETE FLARED-END SECTION		EACH	\$850.00							
19	ELBOW	2	EACH	\$1,200.00		2	\$2,400.00		\$2,400.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		4th Street Paving Project				Application Number: 5 - Final				
Application Period:		May 2018				Application Date: 5/29/2018				
Bid Item No.	Item Description	Contract Information			C	D	E	F		
		Item Quantity	Units	Unit Price				Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
20	TAPPING EXISTING SANITARY SEWER MANHOLE	2	EACH	\$550.00	2	\$1,100.00		\$1,100.00	100.0%	
21	SANITARY MANHOLE	1	EACH	\$4,400.00	1	\$4,400.00		\$4,400.00	100.0%	
22	4" P.V.C. SANITARY SEWER PIPE	235	LF	\$16.00	235	\$3,760.00		\$3,760.00	100.0%	
23	8" P.V.C. SANITARY SEWER PIPE	572	LF	\$27.00	572	\$15,444.00		\$15,444.00	100.0%	
24	SEWER CLEANOUT	2	EACH	\$990.00	2	\$1,980.00		\$1,980.00	100.0%	
25	8" X 4" P.V.C. WYE	10	EACH	\$200.00	10	\$2,000.00		\$2,000.00	100.0%	
GROUP D - EROSION CONTROL										
1	MOBILIZATION	1	LUMP SUM	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
2	SEEDING, TYPE C	2.54	ACRE	\$80.00	2.54	\$203.20		\$203.20	100.0%	
3	COVER CROP SEEDING		ACRE	\$300.00						
4	AREA INLET PROTECTION		EACH	\$180.00						
5	CURB INLET PROTECTION	24	LF	\$18.00	24	\$432.00		\$432.00	100.0%	
6	FABRIC SILT FENCE-LOW POROSITY	1523	LF	\$3.00	1523	\$4,569.00		\$4,569.00	100.0%	
7	FABRIC SILT FENCE-HIGH POROSITY	59	LF	\$3.50	59	\$206.50		\$206.50	100.0%	
8	SILT CHECK, TYPE 2-LOW		LF	\$5.25						
9	HYDROMULCH	3.8	TON	\$2,400.00	3.8	\$9,120.00		\$9,120.00	100.0%	
10	RIPRAP FILTER FABRIC	48	SY	\$2.00	48	\$96.00		\$96.00	100.0%	
11	ROCK RIPRAP	52	TON	\$55.00	52	\$2,860.00		\$2,860.00	100.0%	
BID ALTERNATE 3 - 4TH STREET ADD										
1	CONCRETE CLASS 47B-3500 SIDEWALK	200	SY	\$31.00	200	\$6,200.00		\$6,200.00	100.0%	
2	8" CONCRETE PAVEMENT, CLASS 47B-3500	1138	SY	\$36.00	1138	\$40,968.00		\$40,968.00	100.0%	
CHANGE ORDER ITEMS										
1	42" REINFORCED CONCRETE PIPE	500	LF	\$96.82	500	\$48,410.00		\$48,410.00	100.0%	
2	42" CONCRETE FLARED-END SECTION	1	LF	\$1,712.00	1	\$1,712.00		\$1,712.00	100.0%	
3	ADJUST WATER VALVE TO GRADE	2	EACH	\$165.00	2	\$330.00		\$330.00	100.0%	
Totals						\$618,395.51		\$618,395.51	100.0%	

Date of Issuance: 9/12/17	Effective Date: May 29, 2018
Owner: City of Wayne	Owner's Contract No.: 42151201
Contractor:	Contractor's Project No.:
Engineer: McLaury Engineering, Inc.	Engineer's Project No.: 42151201
Project: 4th Street Paving Project, 2016	Contract Name: A&R Construction

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

Description: Finalizing quantities for zeroing out the project.

Attachments: Change order summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>779,496.27</u>	Original Contract Times: Substantial Completion: <u>December 1st, 2017</u> Ready for Final Payment: <u>April 15th, 2018</u> days or dates
Decrease from previously approved Change Orders No. 0 to No. 1: \$ <u>98,441.99</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>779,496.27</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 1st, 2017</u> Ready for Final Payment: <u>April 15th, 2018</u> days or dates
Decrease of this Change Order: \$ <u>62,987.77</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>618,395.51</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 1st, 2017</u> Ready for Final Payment: <u>April 15th, 2018</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Ki Y McLaury</u> By: _____ By: <u>[Signature]</u>	Engineer (if required)	Owner (Authorized Signature)
Title: <u>Project Engineer</u> Title: _____ Title: <u>Pres</u>		Contractor (Authorized Signature)
Date: <u>5-29-18</u> Date: _____ Date: <u>6-26-18</u>		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CHANGE ORDER - SUMMARY

For (Contract):

4TH STREET PAVING PROJECT - CITY OF WAYNE, NE

Change Order Number:

2 - Final

Application Period:

May 2018

Application Date:

5/29/2018

Item		Contract Information				Change Order Information			Increase or (Decrease) in Contract Price (F - B)	
Item No.	Description	Original Item Quantity	Units	Unit Price	Total Value of Item (\$)	New Item Quantity	Units	New Unit Price	New Total Value of Item (\$)	
GROUP B - PAVING ITEMS										
4	CONCRETE CLASS 47B-3500 SIDEWALK	746	SQ.YD	\$34.00	\$25,364.00	753.11	SQ.YD	\$34.00	\$25,605.74	\$241.74
6	8" CONCRETE PAVEMENT, CLASS 47B-3500	5813	SQ.YD	\$35.56	\$206,710.28	5882.44	SQ.YD	\$35.56	\$209,179.57	\$2,469.29
8	FLY ASH FOR SUBGRADE	991	TON	\$72.00	\$71,352.00	0	TON	\$72.00	\$0.00	-\$71,352.00
9	SUBGRADE PREPARATION	8258	SQ.YD	\$1.75	\$14,451.50	8328	SQ.YD	\$1.75	\$14,574.00	\$122.50
GROUP C - UTILITY ITEMS										
7	MANHOLE	1	EACH	\$3,900.00	\$3,900.00	2	EACH	\$3,900.00	\$7,800.00	\$3,900.00
22	4" P.V.C. SANITARY SEWER PIPE	184	LF	\$16.00	\$2,944.00	235	LF	\$16.00	\$3,760.00	\$816.00
GROUP D - EROSION CONTROL										
2	SEEDING, TYPE C	2.9	ACRE	\$80.00	\$232.00	2.54	ACRE	\$80.00	\$203.20	-\$28.80
5	CURB INLET PROTECTION	106	LF	\$18.00	\$1,908.00	24	LF	\$18.00	\$432.00	-\$1,476.00
6	FABRIC SILT FENCE-LOW POROSITY	1321	LF	\$3.00	\$3,963.00	1523	LF	\$3.00	\$4,569.00	\$606.00
7	FABRIC SILT FENCE-HIGH POROSITY	102	LF	\$3.50	\$357.00	59	LF	\$3.50	\$206.50	-\$150.50
8	SILT CHECK, TYPE 2-LOW	148	LF	\$5.25	\$777.00		LF	\$5.25	\$0.00	-\$777.00
9	HYDROMULCH	2.7	TON	\$2,400.00	\$6,480.00	3.8	TON	\$2,400.00	\$9,120.00	\$2,640.00
CHANGE ORDER ITEMS										
3	ADJUST WATER VALVE TO GRADE	2	EACH	\$165.00	\$330.00	2	Each	\$165.00	\$330.00	100.0%
Total					\$338,768.78					(\$62,987.77)