

(Amended: 8/6/18)

**AGENDA
CITY COUNCIL MEETING
August 7, 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 17, 2018](#)
4. [Approval of Claims](#)
5. [Action on a request by Grace Lutheran Church to block off the one block of 10th Street \(Main Street to Logan Street\) along the Willow Bowl for a Sunday School Rally Day festival on Sunday, September 9, 2018, from 8:00 a.m. to 1:00 p.m.](#)

Background: This is an annual request. Grace Lutheran Church will provide the necessary Certificate of Insurance that is required when blocking off a street.

6. [Ordinance 2018-19: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 78 Parking, Section 78-126 Prohibited Parking; Northeast Quadrant of the City \(Third and Final Reading\)](#)
7. [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 \(Third and Final Reading\)](#)
8. [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 \(Southview III Addition\) \(Second Reading\)](#)
9. [Ordinance 2018-22: Approving Transmission Substation Service Agreement between Nebraska Public Power District and the City of Wayne \(Second Reading\)](#)

10. [Resolution 2018-42: Adopting the City of Wayne Operations Plan for Disaster Response and Recovery – 2018](#)

Background: The City of Wayne Emergency Operations Plan is a section of the Wayne County Local Emergency Operations Plan (LEOP). The LEOP needs to be updated every five years and was last renewed in 2013, so it is time again. The attachment was sent out to each Department Head to review and bring forward any recommended or needed changes, to which none were brought forward. Nic Kemnitz, Emergency Manager, also went thru this section and made a couple of minor changes for locations of the Emergency Operations Center, adding the Wayne Fire Hall. Otherwise, this is in place for responsibilities of the City of Wayne Elected Officials and City Departments in the event of a disaster for response and recovery efforts. It is just time for review and new approval by the City Council.

11. [Action on Pay Estimate No. 8 for the “West Inner and East Inner Conversion Electric Distribution Project” in the amount of \\$82,274.13 to Karian Peterson Powerline Contracting, LLC](#)

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

12. [Action on Pay Application No. 4 in the Amount of \\$71,095.00 to OCC Builders, LLC, for the Wayne Golf & Country Club Clubhouse Improvement Project](#)
13. [Budget Work Session](#)
14. [Adjourn](#)

**CITY COUNCIL MEETING
July 17, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, July 17, 2018, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on July 5, 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.

Council President Giese advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Haase made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of July 3, 2018, and to waive the reading of said minutes.

Council President Giese stated he would like incorporated into the minutes the comments/discussion by Corby Schweers, representing Josie Broders – Beaumont Event Center, regarding the City being an “at-risk lender.”

With that said, Councilmember Haase made a motion, which was seconded by Councilmember Buck, to approve the minutes, as amended. Council President Giese stated the

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

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ALTEC INDUSTRIES, INC., SU, 185.65; AMERITAS, SE, 95.38; AMERITAS, SE, 2377.36; AMERITAS, SE, 72.00; AMERITAS, SE, 60.16; APPEARA, SE, 97.73; BAKER & TAYLOR BOOKS, SU, 605.16; BELT, CHANELLE, RE, 25.00; BOMGAARS, SU, 1602.73; BORDER STATES INDUSTRIES, SU, 2913.88; BROWN, SANDY, RE, 58.62; CAMPBELL, STU, SU, 28.72; CARHART LUMBER COMPANY, SU, 356.81; CARLO, CASEY, RE, 82.90; CHAVEZ, DIEGO, RE, 77.22; CITY EMPLOYEE, RE, 172.40; CITY OF WAYNE, PY, 89640.90; COPY WRITE PUBLISHING, SE, 145.32; CORE & MAIN LP, SU, 6160.69; FLOOR MAINTENANCE, SU, 442.74; GALE/CENGAGE LEARNING, SU, 74.07; GARVEY, TAYLOR, RE, 275.00; GLOVER, COURTNEY, RE, 98.57; GONZALEZ, JOSE, RE, 52.38; GRADUATE LINCOLN, SE, 446.00; HAWKINS, INC, SU, 951.78; HEARTLAND FIRE PROTECTION, SE, 127.00; HILAND DAIRY, SE, 57.14; HOMESTEAD HOMES, RE, 100.00; INGRAM LIBRARY SERVICES, SU, 451.01; IRS, TX, 3.12; IRS, TX, 13.32; IRS, TX, 11934.10; IRS, TX, 15366.88; IRS, TX, 3593.86; JMB CONTRACTING, RE, 100.00; JOHN'S WELDING AND TOOL, SU, 314.70; KAY PARK REC CORP, SU, 6983.00; KLAMETH, BENJAMIN, RE, 47.61; KNOEPFLER CHEVROLET, SU, 471.44; KTCH AM/FM RADIO, SE, 788.00; LEAGUE OF NEBRASKA MUNICIPALITIES, SE, 890.00; LUTT OIL, SU, 5071.70; MAIN STREET AUTO CARE, SE, 100.00; MAIN STREET AUTO CARE, SU, 389.78; MAIN STREET AUTO CARE, SE, 100.00; MATHESON-LINWELD, SU, 42.60; MAXNET SECURITY, SE, 2290.50; MAXNET SECURITY, SE, -2,290.50; MILLER LAW, RE, 3.31; NE DEPT OF REVENUE, TX, 4715.35; NEXTERA ENERGY, SE, 15425.81; NNEDD, SE, 1075.67; OCC BUILDERS, SE, 28639.00; ODEYS INC, SU, 733.00; OVERDRIVE, INC, SU, 310.85; PAC N SAVE, SE, 555.87; PECENA, ASHLYN, RE, 13.17; PENGUIN RANDOM HOUSE, SU, 142.50; PITNEY BOWES, SE, 253.85; PRITCHARD, JUSTIN, RE, 221.95; QUALITY FOOD CENTER, SU, 176.17; S & S WILLERS, SU, 605.64; SHOPKO, SU, 395.99; STAPLES, SU, 140.58; STATE NEBRASKA BANK-PETTY CASH, RE, 300.00; STECHER, JODY, RE, 129.40; T & R ELECTRIC, SU, 405.00; TYLER TECHNOLOGIES, SE, 5145.00; VERIZON, SE, 317.53; WASTE CONNECTIONS, SE, 272.36; WATSON, MICHELLE, RE, 47.33; WAYNE COMMUNITY SCHOOLS, RE, 100.00; WAYNE COUNTY CLERK, SE, 20.00; WAYNE HERALD, SE, 608.95; WAYNE HERALD, SE, 494.00; WAYNE VETERINARY CLINIC, SE, 347.00; WAPA, SE, 19178.16; WISNER WEST, SU, 37.27; WIXON, DAVID, RE, 4.77; APPEARA, SE, 58.11; BARONE SECURITY SYSTEMS, SE, 1152.00; BATTERY SOLUTIONS, SU, 199.81; BROWN SUPPLY, SU, 2986.00; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 386.78; CITY EMPLOYEE, RE, 37.71; CORE & MAIN LP, SU, 320.00; CROUCH RECREATIONAL DESIGN, SE, 27000.50; DAVE'S DRY CLEANING, SE, 81.00; DEARBORN NATIONAL LIFE, SE, 2,350.26; DEMCO, SU, 432.20; DODGE COUNTY, RE, 300.00; GROSSENBURG IMPLEMENT, SU, 22.54; HAUFF MID-AMERICAN SPORTS, SU, 206.22; HAWKINS, INC, SU, 5381.17; HILAND DAIRY, SE, 85.60; ITRON, SE, 3921.90; LUTT OIL, SU, 17.55; MARCO TECHNOLOGIES, SE, 175.82; MAXNET SECURITY, SE, 0.50; MAXNET SECURITY, SE, -0.50; MIDWEST LABORATORIES, SE, 294.00; MILLER, MITCH, RE, 100.00; MILLER, SUZANNE, RE, 500.00; NE AIR FILTER, SU, 51.02; NPPD, SE, 400773.66; POLLARD PUMPING, SE, 305.00; RODRIGUEZ, NANCY, SE, 35.00; RUWE, JOSH, RE, 100.00; SPARKLING KLEAN, SE, 3037.11; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1604.00; STADIUM SPORTING GOODS, SU, 2000.00; STATE NEBRASKA BANK-PETTY CASH, RE, 96.86; UNITED HEALTHCARE, SE, 36485.74; US FOODSERVICE, SE,

918.68; WAYNE COUNTY COURT, RE, 150.00; WAYNE COUNTY COURT, RE, 150.00; ZIMCO SUPPLY, SU, 85.00

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

Luke Virgil, Director of Wayne Area Economic Development, presented the semi-annual report of the LB 840 activity.

Council President Giese stated the time was at hand for the public hearing to consider the Planning Commission's recommendation concerning the Final Plat for the "Southview III Addition." The applicant for the request is the City of Wayne.

The Planning Commission reviewed the matter at their public hearing on July 2, 2018, and forwarded a recommendation to approve the same subject to the following "Finding of Fact:"

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

Joel Hansen, Street and Planning Director, stated this property is owned by Doug Pierson. This would allow him to sell a portion of the drainage area (Outlot A) that is located along the west and south side of Southview II Addition to the City of Wayne.

Doug Pierson was present to answer questions.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

There being no further comments, Council President Giese closed the public hearing.

Councilmember Eischeid introduced Resolution 2018-39, and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2018-39

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

Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

Council President Giese declared the time was at hand for the public hearing on the annexation of certain real estate – the Southview III Addition.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

There being no further comments, Council President Giese closed the public hearing.

Councilmember Eischeid introduced Ordinance No. 2018-21, and moved for approval thereof; Councilmember Muir seconded.

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 – SOUTHVUE III ADDITION.

Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried. The second reading will take place at the next meeting.

The following Resolution is a requirement by the Nebraska Department of Transportation when a State highway will be closed for a celebration/parade. This Resolution pertains to the Wayne State College Homecoming Parade and Band Day on Saturday, September 29, 2018.

Sarah Gunion, Student Activities Coordinator at Wayne State College, was present to answer questions. She is requesting to close Main Street, between 1st and 12th Streets, on Saturday, September 29, 2018, from 8:00 a.m. to 11:00 a.m. for the WSC Homecoming/Band Day Parade.

Councilmember Eischeid introduced Resolution No. 2018-40 and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2018-40

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

Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

Jon Mooberry, Project Manager with JEO Consulting Group, Inc., was present and stated 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. After reviewing the bids, he was recommending that the project be awarded to the low bidder, I & A Construction. Their start date would be in the spring of 2019. This was not a concern of the Project Manager. With the amount of work to do, there should not be a problem with them getting the same accomplished by the completion date – November, 2019.

Councilmember Eischeid introduced Resolution 2018-41, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2018-41

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "WAYNE 2018 PEDESTRIAN CURB RAMP PROJECT" TO I & A CONSTRUCTION IN THE AMOUNT OF \$168,483.61.

Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

Councilmember Eischeid introduced Ordinance No. 2018-19, and moved for approval of the second reading thereof; Councilmember Greve 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.

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

Councilmember Muir introduced Ordinance No. 2018-20, and moved for approval of the second reading 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.

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

Administrator Blecke stated that even though Wayne is moving away from Nebraska Public Power District (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.

Councilmember Eischeid introduced Ordinance No. 2018-22, and moved for approval thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-22

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

Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried. The second reading will take place at the next meeting.

Change Order No. 2 (Final) has been received from A & R Construction Co. for the “4th Street Paving Project,” which is a decrease of \$62,987.77. The engineer on the project has approved the same.

Councilmember Eischeid made a motion, which was seconded by Councilmember Greve, approving Change Order No. 2 (Final), which is a decrease of \$62,987.77 on the “4th Street Paving Project” to A & R Construction Co. Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

A pay request (No. 5 Final) has been received from A & R Construction Co. for the “4th Street Paving Project” for \$68,588.64. The engineer on the project has approved the same.

Councilmember Muir made a motion, which was seconded by Councilmember Buck, approving Pay Application No. 5 (Final) for \$68,588.64 to A & R Construction Co. for the “4th Street Paving Project.” Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

Council President Giese stated the time was at hand for the public hearing on the application for a Retail Class C (Beer, Wine, Distilled Spirits, On and Off Sale) Liquor License for the Johnnie Byrd Brewing Company located at 117 W. 2nd Street.

Greg Ptacek has made an application for a Class C Liquor License. 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).

City Clerk McGuire had not received any comments for or against this public hearing.

There being no public comments, Council President Giese closed the public hearing.

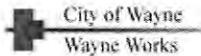
Councilmember Muir introduced Resolution No. 2018-38 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2018-38

A RESOLUTION APPROVING APPLICATION FOR RETAIL CLASS C LIQUOR LICENSE — JOHNNIE BYRD BREWING COMPANY.

Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

Councilmember Muir made a motion, which was seconded by Councilmember Eischeid, to adjourn the meeting. Council President Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried and the meeting adjourned at 6:11 p.m.



Vendor	Payable Description	Payment Total
A & R CONSTRUCTION	4TH STREET PAVING	68,588.64
AM CONSERVATION GROUP, INC.	ENERGYWISE NIGHT LIGHTS	1,309.58
AMAZON.COM, LLC	WRISTBANDS/CD'S/FRAMES/FILE FOLDERS	791.77
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES	2,503.27
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	100.25
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,700.52
AMERITAS LIFE INSURANCE	AMERITAS ROTH	70.74
APPEARA	LINEN/MAT SERVICE	192.14
ARIAS, WILLIAM	UTILITY REFUND	115.93
ARNIE'S FORD INC	ALTERNATOR	1,106.97
BATTERY SOLUTIONS, LLC	BATTERY RECYCLING BUCKET	109.95
BERT GURNEY & ASSOCIATES	SCREEN REPLACEMENT	3,035.36
BLACK HILLS ENERGY	GAS BILLS	301.86
BORDER STATES INDUSTRIES, INC	PADLOCK	479.64
BROWN SUPPLY CO	TRAFFIC PAINT/MAGNETIC LOCATOR/VALVES/CLAMPS	2,734.72
BSN SPORTS, INC	SLOW PITCH SOFTBALLS/BATTING TEE	198.98
BUDDENHAGEN, CLAIRE	UTILITY REFUND	90.00
CARLSON, BRYANT	UTILITY REFUND	211.93
CARROLL DISTRIBUTING	SLIM LINE/NAIL STAKE	234.00
CENTURYLINK	TELEPHONE CHARGES	417.43
CITY EMPLOYEE	SAFETY BOOT REIMBURSEMENT	150.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,514.64
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	81.85
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,843.90
CITY EMPLOYEE	VISION REIMBURSEMENT	108.50
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,462.09
CITY OF WAYNE	PAYROLL	85,239.10
CITY OF WAYNE	PAYROLL	82,205.68
CLARITUS, INC.	SEALING SOLUTION	71.88
CLAUSSEN, HEATHER	CPR/LIFEGUARD TRAINING	710.00
CONTINENTAL FIRE SPRINKLER CO	ANNUAL TESTING ON BACKFLOW PREVENTER	215.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	515.73
DEARBORN NATIONAL LIFE	VFD INSURANCE	110.08
DEMCO INC	VINYL POCKETS/BOOKMARKS/DUE CARDS	288.84
DGR & ASSOCIATES CO	WEST/EAST INNER CONVERSION	363.00
EAKES OFFICE PLUS	POLICE COPY CHARGES	56.81
ELECTRONIC ENGINEERING CO	COMMUNICATION TOWER UPGRADES	1,750.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,688.86
GALE/CENGAGE LEARNING	BOOKS	98.76
GAMBLE, JAMIE	REC SOFTBALL COACH	300.00
GERHOLD CONCRETE CO INC.	CONCRETE	303.00

Vendor	Payable Description	Payment Total
GODFATHERS PIZZA	CONCESSION-PIZZA SB TOURNEY	192.60
GOLDSMITH, MCKENNA	UTILITY REFUND	8.76
HACH COMPANY	CHLORINE	795.71
HAMMONS, SHARON	UTILITY REFUND	150.00
HAWKINS, INC	AZONE	633.31
HELENA AGRI-ENTERPRISES, LLC	WEED PREVENTER	48.50
HEWLETT PACKARD ENTERPRISE CO	HARDWARE/SOFTWARE SUPPORT	1,843.92
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	158.18
HORIZON CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	250.00
HUNTER, SARAH	UTILITY REFUND	75.15
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,334.58
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,371.61
IRS	FICA WITHHOLDING	14,481.28
IRS	MEDICARE WITHHOLDING	3,386.82
IRS	FEDERAL WITHHOLDING	10,567.38
ISLAND SPRINKLER SUPPLY CO	IRRIGATION SUPPLIES	301.11
JEO CONSULTING GROUP	PEDESTRIAN CROSSING RAMPS	1,280.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KEN MAERTINS	CHICKEN DAYS SB TOURNEY UMPIRE	300.00
KNUDSON, HEATH	UTILITY REFUND	19.46
KOEPEE, BRANDON	CHICKEN DAYS SB TOURNEY UMPIRE	300.00
L & L CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	250.00
L.G. EVERIST	ROCK	180.54
LAUN, GALE	UTILITY REFUND	135.67
LEAVER, DEANNA	UTILITY REFUND	60.87
LONGE, A.J.	CHICKEN DAYS SB TOURNEY UMPIRE	240.00
MALASEK, PENNY	AUDITORIUM DEPOSIT REFUND	150.00
MILLER LAW	ATTORNEY FEE	5,259.73
MORGAN, QUINTARIUS	UTILITY REFUND	117.93
NE AIR FILTER	AIR FILTERS	90.19
NE DEPT OF REVENUE	STATE WITHHOLDING	4,245.18
NE LIBRARY ASSOCIATION	CONFERENCE REGISTRATIONS	300.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	1,251.25
NIELSEN, AARON	CHICKEN SHOW SB TOURNEY-2 ND PLACE	350.00
NORTHEAST POWER	WHEELING CHARGES/ELECTRICITY/RATE DISPUTE	18,876.30
OBRIEN, MATTHEW	UTILITY REFUND	95.61
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	72.54
OVERHEAD DOOR	DOOR SHIFT REPAIR	270.50
POLLARD PUMPING	CHICKEN DAYS PORT A POTTIES	1,225.00
PROGRESSIVE PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	250.00
PROGRESSIVE PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	250.00
PROGRESSIVE PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	250.00
QUALITY FOOD CENTER	BLEACH/BATTERIES	22.00
RASMUSSEN, PAYTON	UTILITY REFUND	300.00
SPIEKER, PAIGE	ART CAMP	300.00

Vendor	Payable Description	Payment Total
STALLBAUM, SHERRY	UTILITY REFUND	85.88
STAPLES, INC	OFFICE SUPPLIES	79.05
STURM, MIKE	CHICKEN DAYS SOFTBALL TOURNEY -1 ST PLACE	550.00
SWANSON, MORGAN	WEBSITE PICTURES	225.00
THOMPSON, JOSIE	REC SOFTBALL COACH	300.00
TOM'S BODY & PAINT SHOP	RUNNING BOARD REPAIR	425.50
TYLER TECHNOLOGIES	MAINTENANCE FEES/UTILITY ONLINE BILLING	22,668.84
UNITED COMMUNICATIONS GROUP INC	ANTENNAS & COAX	7,300.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	889.07
VERDIN, ALEJANDRA	UTILITY REFUND	169.08
VIAERO WIRELESS	CELL PHONE	116.44
WAYNE AREA ECONOMIC DEVELOPMENT	AUGUST 18 CONTRIBUTION	7,535.83
WAYNE SOFTBALL ASSOCIATION	CHAIN LINK FENCE	175.00
WESCO DISTRIBUTION INC	CABLE	24,675.22
WINNING FINISH	DETAIL HANDIVAN	64.95
ZAUTKE, JORDAN	UTILITY REFUND	151.75
	Grand Total:	423,406.39

[Back to Top](#)

Betty McGuire - Grace Lutheran Church requesting 10th street closure

From: Brian Kesting
To: Betty McGuire
Date: 7/16/2018 1:49 PM
Subject: Grace Lutheran Church requesting 10th street closure

Betty,

Grace Lutheran Church would again like to request closure of one block of 10th Street (between Main Street and Logan Street) on Sunday, September 9th from 8 am to 1 pm for their annual Sunday School Rally Day activities in the Willow Bowl.

Thank you,

- Brian

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 7th day of August, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Providence Road

Memory Lane

E. 10th Street



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 7th day of August, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

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.

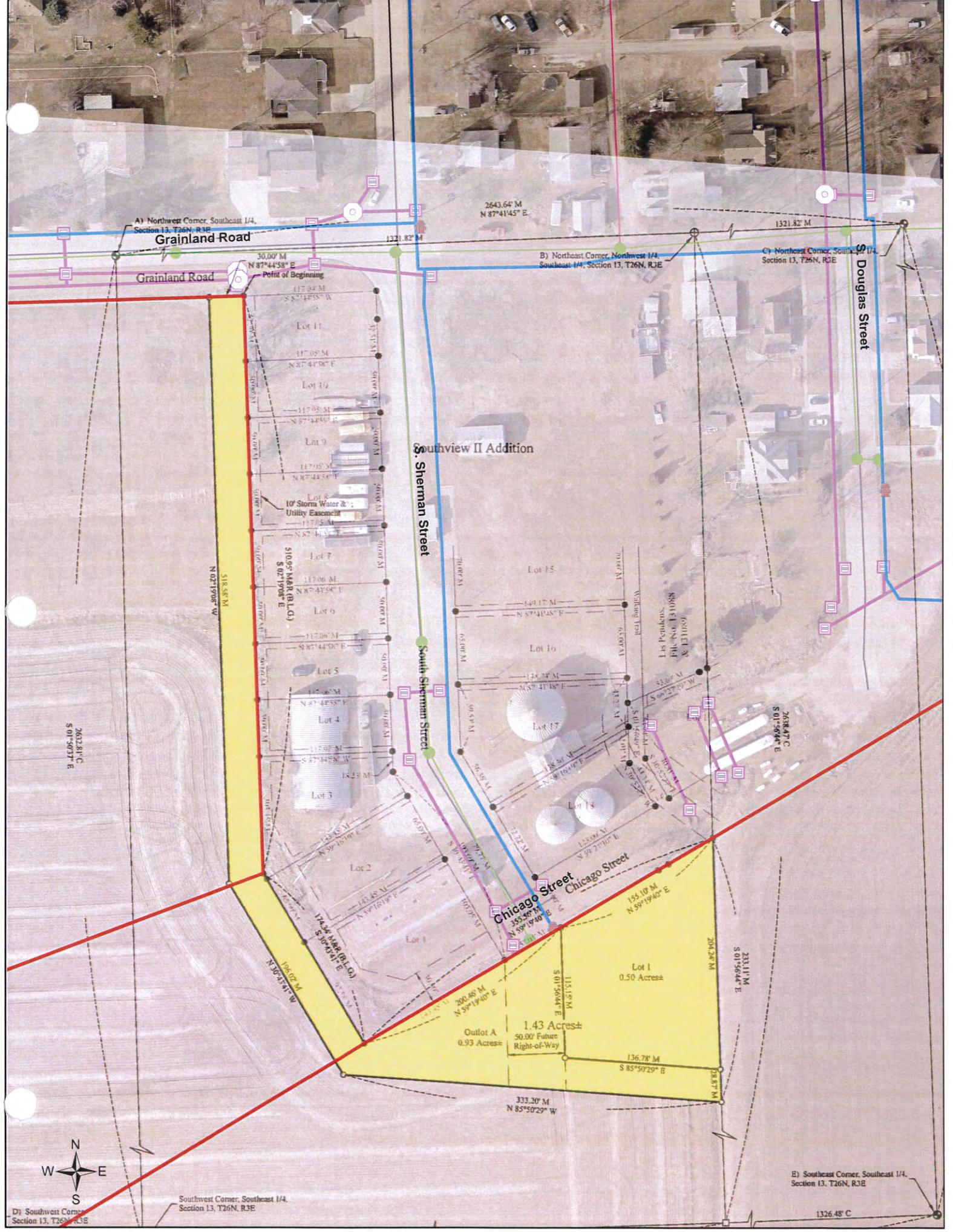
PASSED AND APPROVED this ____ day of _____, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



A) Northwest Corner, Southeast 1/4, Section 13, T26N, R3E

Grainland Road

Grainland Road

30.00' M
N 87°44'58" E
Point of Beginning

2643.64' M
N 87°41'45" E

1321.82' M

B) Northeast Corner, Northwest 1/4, Southeast 1/4, Section 13, T26N, R3E

1321.82' M

C) Northeast Corner, Southeast 1/4, Section 13, T26N, R3E

Douglas Street

Southview II Addition

Sherman Street

South Sherman Street

Chicago Street

Chicago Street

2632.81' C
S 01°50'37" E

518.36' M
N 27°19'08" W

Lot 11

Lot 12

Lot 9

Lot 8
10' Storm Water & Utility Easement

Lot 7

Lot 6

Lot 5

Lot 4

Lot 3

Lot 2

Lot 1

Lot 15

Lot 10

Lot 7

Lot 6

Lot 5

Lot 4

Lot 3

Lot 2

Lot 1

Lot 15

Lot 10

Lot 7

Lot 6

Lot 5

Lot 4

Lot 3

Lot 2

Lot 1

Lot 15

Lot 10

Lot 7

Lot 6

Lot 5

Lot 4

Lot 3

Lot 2

Lot 1

65.00' M



D) Southwest Corner, Southeast 1/4, Section 13, T26N, R3E

E) Southeast Corner, Southeast 1/4, Section 13, T26N, R3E

1326.48' C

117.08' M
N 87°41'58" E

65.00' M

117.08' M
N 87°41'58" E

65.00' M

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 7th day of August, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

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: _____

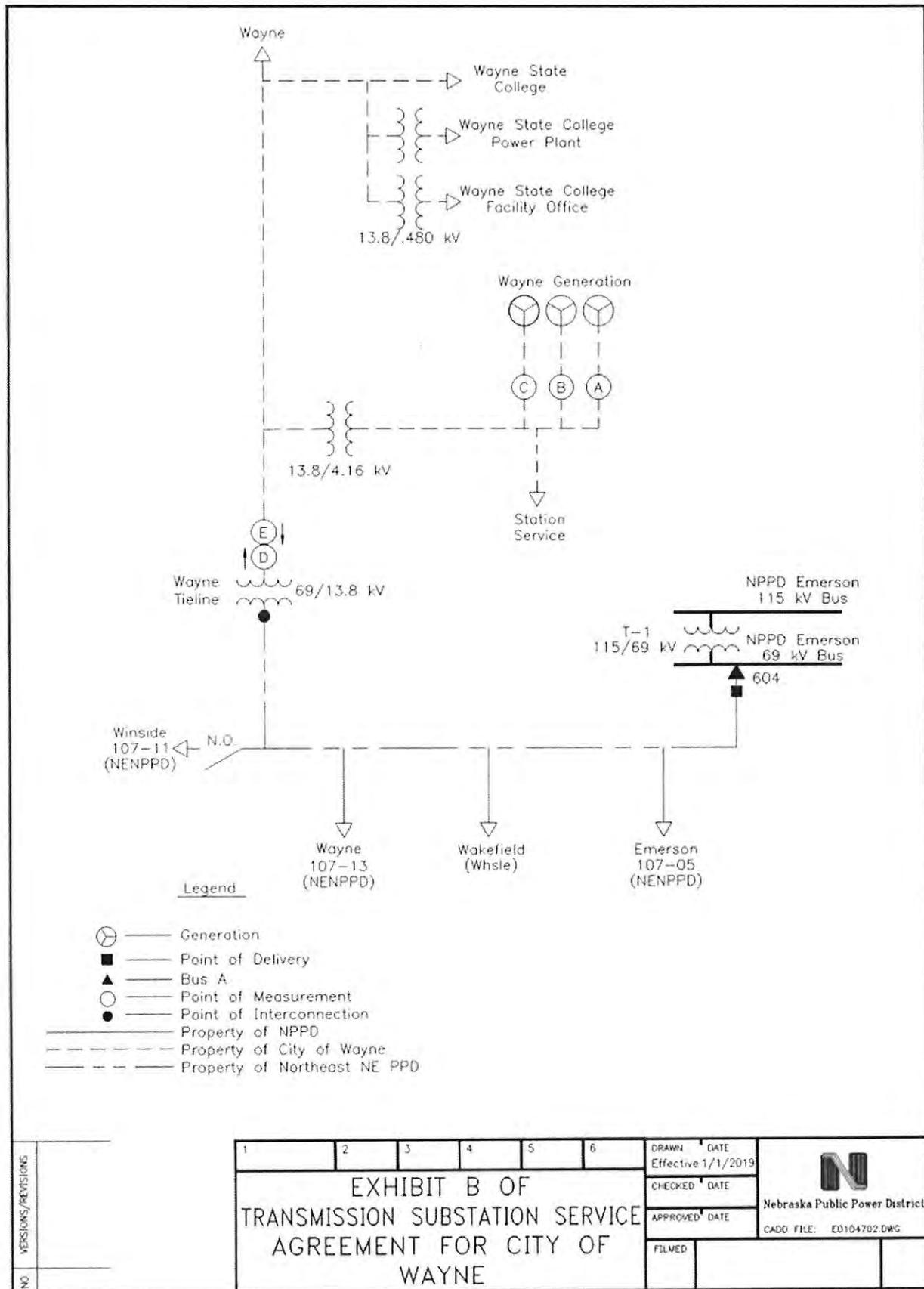
Title: _____

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.



RESOLUTION NO. 2018-42

A RESOLUTION APPROVING WAYNE COUNTY LOCAL EMERGENCY OPERATIONS PLAN.

BE IT RESOLVED by the Mayor and the City Council of the City of Wayne, Nebraska, that in order to provide for a coordinated response to a disaster or emergency in Wayne County, the City of Wayne and other cities and villages in Wayne County, the Wayne City Council deems it advisable and in the best interests of the community and Wayne County to approve the attached Wayne County Local Emergency Operations Plan. Acceptance of this 2018 Local Emergency Operations Plan supersedes all previous approved Wayne County Local Emergency Operations Plans.

PASSED AND APPROVED this 7th day of August, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**CITY
OF
WAYNE**

**OPERATIONS
PLAN**

**FOR
DISASTER
RESPONSE
AND
RECOVERY**

2018

CITY OF WAYNE EMERGENCY OPERATIONS PLAN

TABLE OF CONTENTS

<u>Subject</u>	<u>Page</u>
I. <u>Purpose</u>	A-27
II. <u>Planning Factors</u>	A-27
III. <u>Basic Disaster Operations</u>	A-28
IV. <u>Incident Command/Field Operations/ First Responders</u>	A-31
Police Department	A-32
Police Department Communications Center	A-34
Fire Department	A-34
Emergency Medical Services	A-35
Public Works/Utilities	A-36
Street Department	A-36
Electric Department/Power District	A-37
Water Division	A-38
Wastewater Division	A-39
Parks and Recreation Department	A-39
Landfill	A-40
V. <u>Emergency Operations Center</u>	A-40
Mayor/City Council	A-40
City Administrator	A-41
Emergency Management Director	A-43
City Attorney	A-45
Building Inspector	A-46
City Clerk/Treasurer	A-47
Purchasing Officer	A-48

CITY of WAYNE EMERGENCY OPERATIONS PLAN

I. PURPOSE

- A. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The Mayor will be responsible for the coordination and management of both the prevention preparations and the disaster operations and recovery. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster. (Nebraska Emergency Management Act, 1996, section 81-829.46).
- B. The Emergency Preparedness Mission for the City of Wayne is to ensure the coordination of city departments and personnel to effectively respond to and recover from a natural or manmade disaster so that the maximum number of people and the greatest amount of property in jeopardy from a disaster can be saved and order restored as soon as possible.
- C. This plan identifies the primary disaster responsibilities of city departments and personnel employed by the city. This plan is intended to supplement the Wayne County Local Emergency Operations Plan (LEOP); functions found in this plan are also discussed in the LEOP.
- D. It is in the best interest of the City of Wayne that the named key officials meet at least once a year and after each disaster to review the Plan with the County Emergency Manager to determine that the Plan is current and reflects the roles and responsibilities as defined by statutes, resolutions and field operations.

II. PLANNING FACTORS

A. All-Hazards Approach

- 1. This Plan uses an "all-hazards" approach that provides general direction for responding to any type of disaster across a full spectrum of hazards.

B. Vulnerable Populations

- 1. There are populations at risk in Wayne. These will require special considerations in warning, evacuation, and other areas of disaster response.

2. The community could use cable intercept and local TV station scrolls to warn the various access and functional needs populations.

C. Primary Responsibility For Disaster Response and Recovery

1. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster.
2. In the absence of the Mayor, the established line of succession is:
 - a. President of the City Council
 - b. Senior member of the City Council
 - c. An official as appointed/elected by the City Council (special election as necessary)

III. BASIC DISASTER OPERATIONS

A. Operations - Warning Phase

1. When alerted of a disaster situation, the Communications Center of the Wayne Police Department will begin notification of those on their emergency notification list.
2. The public may have already been warned by sirens or through the electronic media. If there are no automated warnings, dispatch will sound the sirens as authorized.

B. Operations - Actual Disaster

1. The first priority after a disaster has struck is lifesaving activities and the subsequent preservation of property. First Responders will proceed to the scene of the disaster or staging area as soon as possible. Initial requests for Field Operations assistance will be channeled through the Communications Center.
2. After the initial response, the Emergency Operations Center (EOC) will likely be activated to provide a site for local officials and other designated personnel to implement direction and provide coordination and support of Field Operations.

3. Other agencies and groups not defined as First Responders may be asked to provide additional disaster services as the city begins the process of recovery.
4. All responders in the field and officials at the EOC must maintain contact with each other to effectively coordinate response/recovery from the demands of the emergency.
5. All responding departments, agencies, and jurisdictions will follow the National Incident Management System (NIMS) protocols when conducting either individual or joint disaster response and recovery activities. This includes but is not limited to establishing unified or area incident command systems, the use of staging areas as needed, implementing multi-agency coordination systems and resource management including the identification and listing of all department, agency, and jurisdiction disaster response resources (equipment, trained personnel, supplies, facilities) using the NIMS resource identification process.

C. Operations - Departmental Responsibilities

The City has defined responsibilities for providing assistance to individuals suffering injury and/or loss and for providing government emergency services after a disaster. Disaster operations can encompass three areas:

1. Field Operations (Tactical and Operational)

- a. First Responders will provide the initial tactical response to a disaster.
- b. These First Responders will use the National Incident Management System by establishing Incident Command. A member of one of the First Responder emergency units will provide the initial Incident Commander. This will be determined by the nature of the disaster. Incident Command may be transferred to another agency as disaster priorities change.
- c. Because of the scope of the disaster, First Responders may incur additional responsibilities as defined in Section IV of this plan.
- d. When the EOC is activated, field operations will coordinate with the EOC; although the EOC will not dictate field actions, final authority for major decisions in response/recovery operations is the responsibility of the elected officials at the EOC.

2. Emergency Operations Center (EOC) (Strategic and Functional)

The Emergency Operations Center will be activated to coordinate disaster response and recovery with the site Incident Commander.

- a. Staffing will be determined by the severity of the situation.
- b. The EOC is located at City Hall, 306 Pearl Street. This location provides communications capability, auxiliary power and ample space with support equipment for disaster operations. The Wayne Fire Hall is an alternate site for the EOC located at 510 Tomar Drive. This location provides communications capability and ample space for disaster operations. The Wayne County EOC is another alternate site in the basement of the Sheriff's Office, 521 Lincoln Street. This location provides communications capability and ample space with support equipment for disaster operations. The Wayne County Emergency Operations Center Trailer is another alternate which provides communications capabilities, auxiliary power, with support equipment for disaster operations.

3. Additional Disaster Services (Support)

Other agencies and groups may be asked for assistance after the initial response to the disaster. The Incident Command or the EOC Staff may request these services.

D. Field Operations: Incident Command and the EOC

1. Both the field responders and the EOC staff must interface during disaster operations so response efforts are channeled for the quickest, most effective recovery for the city. The use of the NIMS will help standardize communications and enhance coordination between incidents, initial responders, mutual aid, CEO's and supporting organizations.
2. Communications Capabilities: When the Incident Commander establishes a command post and the EOC is activated, each will maintain communications with each other.
3. EOC Briefings: The Incident Commander, first responders, City Departments and agencies working the disaster may be required to send a representative to report activities, accomplishments, needed support and supplies and the next operational priority in their area. From this report, the Emergency Operations Center Incident Action Plan (EOC-IAP) is developed for the next specified operational period.
4. Security of the Disaster Area:
 - a. Security may be needed at all the highway points leading into Wayne. The Nebraska State Patrol can help with security.

- b. Local resources will be used first for roadblocks and barricades; then other village/county/state roads departments may be asked to help. The Incident Commander or Law Enforcement will contact the Communications Center to request additional resources from these agencies.
- c. Identification cards for access to the disaster area will be issued in Wayne and the County. ID cards are needed for local officials, volunteers, the media, and residents when the disaster area has been secured. The Wayne County Emergency Management Director (or other authorized position) will distribute identification cards from the EOC or at the disaster access points.

E. Operations - Administration

1. Under the direction of the Mayor/City Administrator, either the City Clerk/Treasurer/Purchasing Officer will purchase or rent needed supplies, materials, and equipment or hire temporary help for disaster operations. All agreements and contracts on a temporary basis will be recorded in the City Clerk's/Treasurer's Office. Contracting for permanent repairs and/or new construction of public facilities will follow established, routine procedures. All labor, equipment, and material expenditures, including donated supplies, equipment, professional and volunteer services for the disaster will be submitted to and documented by the City Clerk/Treasurer.

IV. INCIDENT COMMAND / FIELD OPERATIONS - FIRST RESPONDERS

A. Primary Field Operational Control for the Disaster

1. All City Departments will become familiar with an Incident Command System per HSPD-5, NIMS. This Incident Command System will be used to ensure one point of contact for field coordination.
2. The Incident Commander may select staging area(s) if needed. The Incident Commander will inform the EOC of the location(s) of the staging area(s).

B. Responsibilities List for Field Operations

1. In preparing this plan, city officials have assigned responsibilities for disaster response and recovery. These responsibilities address an "all-hazards" approach; therefore, all activities listed for each department may not need to be applied to every disaster. However, the list is not all-inclusive; at the direction of either the Department Supervisor or the City

Administrator (Mayor, if no City Administrator); city personnel may be requested to perform other disaster duties.

2. The task assignments for each City Department are written in general terms and purposely do not tell supervisors how to do their jobs. Each Department should develop guidelines (SOPs) for their specific operations in a disaster situation.

C. Police Department - Police Chief (LEOP - Annex H)

1. Among the First Responders to the disaster scene.
2. Implements the appropriate National Incident Management System.
3. Assesses communications capability as a priority action.
4. Notifies off-duty Police Department personnel and, if required, other law enforcement agencies for assistance. About 10 persons could be available from the Wayne Police Department, County Sheriff's Office, Nebraska State Patrol, Game and Parks Commission.
5. If needed, in conjunction with the Fire Department, warns residents and businesses by public address systems, knocking on doors, or other means.
6. Conducts any evacuation as required; including coordination with Emergency Management to select the best evacuation routes to the selected shelter. See Annex E for evacuation planning and operations guidelines.
7. Implements established procedures for roadblock locations to isolate Wayne if entry control is necessary.
8. Warns the public to evacuate by public address system or door-to-door if time does not allow emergency information to be released through the Public Information Officer; the Fire Department may assist in contacting those affected. See Annexes B and D for communications capabilities and strategies.
9. Coordinates with the EOC and Incident Command for transportation of access and functional needs evacuees.
10. Coordinates with the EOC and Incident Command in selecting assembly points and exercises surveillance over the assembly points being used for loading buses used for evacuation.
11. Assesses and determines the immediate needs for cleared routes to the hospital and coordinates with the EOC and Incident Command.

12. Coordinates traffic control and crowd control in and around the disaster area.
13. Coordinates with the Street Department for barricades, signs, and flags at control points as established by the Police Department. This will also be coordinated with the EOC and Incident Command.
14. Conducts search and rescue operations with Fire Department personnel.
15. Assesses the need for other City Departments to respond, contacts the Superintendents of Departments and reports this to the EOC.
16. May request opening the EOC for assistance in coordinating disaster response.
17. Relocates to an alternate site, the Wayne Co Sheriff's Office at 521 Lincoln Street if the Police Department is damaged.
18. May initially advise the EOC of area affected and gives general damage information.
19. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual to the EOC.
20. Sends a representative to the briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
21. Secures the disaster area:
 - a. To include critical public facilities and residences
 - b. Checks volunteer ID cards
 - c. Checks permanent ID cards of City personnel
 - d. Controls EOC security from any interference with emergency operations
22. Prevents looting in disaster area.
23. Prevents re-entry into damaged or contaminated buildings.
24. Provides security at shelters, if needed.
25. Provides security for visiting dignitaries.
26. Notifies the EOC of possible flooding problems.

27. Picks up stray animals or implements other animal control measures using volunteers, veterinarians or animal control officers. See Annex H.
28. Deputizes additional personnel, as required.
29. Continues with police responsibilities and services in unaffected areas.
30. Designates and maintains the lines of succession in the absence of the Police Chief.

D. Communications Center - Police Department (LEOP - Annex B)

1. Maintains a current call-down roster of phones and pagers for key city personnel and others such as the hospital, care centers, schools, and businesses.
2. Provides warning through sirens; if the endangered area is isolated, telephones residents and/or businesses and initiates other warnings systems for identified special populations.
3. Monitors and disseminates further watches and/or warnings or advisories.
4. After the initial request for first response, makes the necessary notifications to include notifying the City Administrator, Mayor, and Emergency Management Director.
5. Coordinates emergency radio traffic.
6. May request additional assistance through the EOC.

E. Fire Department - Fire Chief (LEOP - Annex F)

1. Among the First Responders to disaster scene.
2. Assumes the operational control for fire suppression and explosions.
3. If properly trained, serve as a hazardous materials responder; provides measures to minimize dangers from hazardous materials.
4. Provides radiological monitoring at radiological accidents, including the necessary coordination with Nebraska Health and Human Services System Regulation and Licensure and the Nebraska Emergency Management Agency.
5. Implements the Incident Command System per NIMS.

6. May request opening the EOC for assistance in coordinating and supporting disaster response.
7. Coordinates with Law Enforcement in search and rescue operations.
8. Assists Law Enforcement in evacuation efforts.
9. Assists Law Enforcement in warning by public address system or door-to-door.
10. Assists Law Enforcement in crowd control/security of the disaster area.
11. Assesses need for other City Departments to respond and contacts the Department Superintendent(s); reports this to the EOC.
12. Implements mutual aid agreements with other jurisdictions, as needed.
13. Coordinates the staging area with the EOC and Incident Command.
14. Assists in safety inspections to assure the integrity of a structure before permitting re-occupancy.
15. Sends a representative to briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
16. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual, to the EOC.
17. Continues fire suppression operations.
18. Establishes and maintains the lines of succession in the absence of the Fire Chief.

F. Emergency Medical Services - Rescue Chief (LEOP - Annex G)

1. May be among the First Responders at the disaster scene.
2. Implements the Incident Command System per NIMS.
3. Conducts triage operations, if needed.
4. Operates emergency medical units to provide emergency treatment to injured personnel at the scene.
5. Transports injured to the hospital; checks with Police Department\EOC for open routes to hospital.

6. Implements mutual aid agreements with other jurisdictions as necessary, allowing hospital staff to stay at their facility to receive injured.
7. Sends a representative to briefings at the EOC and informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
8. Continues emergency medical services for the remainder of the City.
9. Establishes and maintains the lines of succession.

G. Public Works/Utilities (LEOP - Annex K)

1. The Public Works/Utilities Department includes these departments: Street, City Electric, Water/Waste Water, Parks and Recreation. If a staging area for the Public Works/Utilities function is established, it will be coordinated with the EOC and Incident Command.

2. Street Department - Superintendent

The call to respond to the disaster will probably come from dispatch at the Wayne PD Communications Center. The Superintendent will coordinate with the Mayor/City Administrator/Incident Commander on disaster work assignments. Tasks may include but are not limited to:

- a. Developing a response priority/plan to clear debris from the primary routes needed for First Responders; then clearing the arterials and collectors.
- b. Assessing and reporting street damage to the EOC; systematically clearing the streets as prioritized at the EOC briefings with input from the City Administrator/Mayor/Incident Commander, Police Department, and other affected City Departments.
- c. Closing streets, if requested by Law Enforcement/Incident Commander, by transporting and erecting barricades, signs, and flags at control points established by Law Enforcement.
- d. Posting traffic directional signs, as needed, particularly for evacuation.
- e. Clearing debris from public areas, but only from private property as is necessary for the rescue or safety of the occupants.
- f. Performing priority repairs to streets.
- g. Clearing inlets and repairing storm sewers.

- h. Providing emergency repair and maintenance of vehicles and equipment during disaster operations.
- i. During flooding conditions, coordinating sandbagging operations for public buildings/entities.
- j. Assisting the City Administrator/Mayor in meeting requirements for the disposal of disaster debris. Responsibilities for landfill operations are listed under City Administrator.
- k. Establishing temporary debris collection or disposal sites, additional temporary tree burning areas, as needed and as approved by Dept. of Environmental Quality.
- l. If not being utilized, furnishing heavy equipment and personnel to other City Departments.
- m. Sending a representative to the briefings at the EOC; informing the EOC, City Administrator, Mayor and Incident Commander of accomplishments, needs, and any problems.
- n. Maintaining records of all overtime, operational expenses, repair costs, in-stock supplies used; supplies, equipment and labor procured during the response and recovery.

3. City Electric Department

- a. All department employees will report to their normal Street and/or Electric Shop for vehicles, mobile communications, and assignments. If their work reporting stations are un-accessible, they will receive further information during the notification or recall process.
- b. The first qualified employee reporting may survey the sub-stations; survey overall damage to see if outside assistance will be required and will alert the Superintendent if mutual aid is needed. This will also be reported to the EOC.
- c. Electrical Supervisor/director will direct and coordinate activities that:
 - i. De-energizes downed power lines.
 - ii. Restores service as prioritized.
 - iii. Coordinates with the City Administrator/Mayor and Incident Command and supplier in finding a temporary source of electricity should the city need it to restore utility service.

- iv. Keeps the City Administrator/Mayor and Incident Command and supplier informed of the current situation and when service may be restored.
 - v. Sends representative to briefings at the EOC; inform the EOC/City Administrator/Mayor/Incident Commander of any problems.
 - vi. Safety inspects the electric systems on damaged public buildings; coordinates with the building inspector on these inspections.
 - vii. Provides emergency lighting where needed for disaster operations.
 - viii. Coordinates the use of emergency power generators with the EOC and Incident Command.
 - ix. Furnishes available heavy equipment and personnel to other City Departments.
4. Water and Wastewater Department - Superintendent
- a. Water Division
 - i. Can assess each house individually.
 - ii. Maintain water pressure and uncontaminated water supply.
 - iii. Where possible, ensures an adequate water supply to the fire hydrants in case of major fire.
 - iv. Is prepared to isolate the water system where there is a possibility of contamination from a hazardous materials spill.
 - v. Repairs the water tower and/or mains, as prioritized; isolates ruptured or damaged mains until repairs can be made.
 - vi. Coordinates water testing with the State Health and Human Services System.
 - vii. Provides potable emergency water supply.
 - a. Locates suitable containers; fills with uncontaminated, potable water.

6. Landfill Operation

The City Administrator/Mayor will primarily be responsible for coordinating disposal of disaster debris and will work with the Street Department in accomplishing this function. The following may be some of the requirements for disaster operations:

- a. Meet the demand for greater disposal operations by:
 - i. Requesting an extension of hours as needed for debris disposal.
 - ii. Requesting signs or guides in the debris management area to organize disposal efforts.
- b. Obtain permission from DEQ for normally unauthorized items (to the extent possible) to go to the landfill; find alternatives for disposal of unauthorized items.
- c. Maintain a "salvage depot" for recovered, unclaimed damaged property which is removed from public or private property.
- d. In coordination with other affected City Departments, the EOC, and Incident Commander establishes temporary site(s) for debris disposal/storage, separation, storage, recycling.
- e. Will establish an additional temporary tree-burning area, if the one "permitted" burn site in Wayne is not adequate.

V. EMERGENCY OPERATIONS CENTER

A. Mayor/City Council (LEOP - Annex A)

Responsibilities of the Mayor and City Council during disaster operations may include, but are not limited to:

1. Making executive decisions; establish effective disaster response policy.
2. Exercising emergency powers; provide policy decisions.
3. Signing the Disaster Declaration.
4. Exercising the final authority on subjects such as:
 - a. Curfews
 - b. Price restrictions

- c. Standards for contractors, craftsmen
 - d. Temporary waivers for land use
 - e. Other related legal responsibilities
 - f. Evacuation decisions
5. Approving emergency legislation for the city.
 6. Activating the EOC; notifying the Emergency Manager
 7. Emergency Public Information (LEOP - Annex D)
 - a. The Mayor will ensure that the public is given timely and accurate information through the Public Information Officer (PIO).
 - b. The Mayor will designate a PIO at the time of the disaster if one is not appointed.
 - c. The PIO will establish an Information Center to:
 - i. Release emergency directions and information to radio, television and newspaper.
 - ii. Work with outside media sources, providing timely, accurate information at scheduled media briefings or as the situation dictates.
 - iii. Maintains liaison with the EOC and the Incident Commander to stay abreast of current information.
 - iv. Serves as the source through which the media will gain access to public officials, if required.
 - v. Provides current and accurate information to the general public making inquiries.

B. City Administrator

The City Administrator is the administrative head of the city government and works under the direction of the Mayor who has final authority for all City Departments. The City Administrator may be delegated responsibility by the Mayor and Council to coordinate with the Emergency Management Director in providing unified management of the direction and control functions for disaster response and recovery and for support of the Incident Command. The City Administrator's responsibilities may include, but are not limited to:

1. Coordinating with the Mayor/City Council members, the Wayne County Emergency Management Director and the Incident Commander during disaster operations.
2. The City Administrator will be alerted of a disaster situation by the dispatcher or Wayne County Emergency Management Director; normally, the City Administrator will, in turn, call the Mayor.
3. Activating the EOC.
4. Reporting to the EOC to monitor the disaster incident through situation reports and data coming into the EOC; visiting the various areas of the disaster, as necessary.
5. In conjunction with the Wayne County Emergency Management Director, determining EOC staffing.
6. Providing over-all coordination of all City Departments and purchasing for handling the disaster effort.
7. In conjunction with needs of Field Operations and Emergency Management:
 - a. Recruiting any city personnel not involved in disaster response who could assist in emergency duties.
 - b. Forming a clerical pool and provide any other support personnel needed to staff the EOC - may include recording disaster events, maintaining status boards, word processing, answering inquiries, telephoning, etc.
8. Maintaining current inventory and resource list of emergency equipment and supplies.
9. Coordinating citywide resources that may be used in disaster response/recovery.
10. Coordinating with the City Attorney on any legal emergency matters.
11. Responding to official inquiries.
12. If a number of public buildings and/or streets have been affected by the disaster, assisting in prioritizing the return to service.
13. Coordinating with the Building Inspector in recovery and rebuilding efforts.

14. Ensuring the Building Inspector has designated someone to photographically document damage should there be a later application for state or federal assistance.
15. Designating appropriate staff to photograph debris piles before disposal.
16. In conjunction with the Clerk/Treasurer, ensuring that the City Clerk/Treasurer documents expenses for the disaster including the donation of supplies, equipment, services and volunteer labor.
17. Assisting the Wayne County Emergency Management Director in determining the location(s) for the distribution of potable water and requesting the Water Department to provide potable water to the public; then through the Public Information Officer, notifying the public of the availability and location(s) of water.
18. Working with the Wayne County Emergency Management Director in providing liaison with local contractors, businesses, and industries to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required in the disaster situation.
19. Advising disaster victims of temporary emergency housing.
20. Establishing a point of contact for cash donations from the community for disaster victims/efforts and establishing guidelines in distributing the money. Also maintain an accepted, standardized accounting system to track appropriate financial donations.
21. Maintaining a "salvage depot" for unclaimed items.

C. Emergency Management Director

The Wayne County Emergency Management Director will act as a disaster operations advisor to the Mayor and City Council. In performing the direction and control function for coordinating disaster operations, the Wayne County Emergency Management Director will work closely with the City Administrator. Disaster operations duties for the Wayne County Emergency Management Director may include, but are not limited to:

1. Being responsible for the EOC readiness to include adequate communications systems, status/ICS boards, maps, office supplies/equipment, printed logs/forms, alternate power or an alternate location.
2. Activating the EOC (normally called by the Dispatcher or Incident Commander); assumes overall operational management and coordination for the support of emergency functions of the disaster response and recovery.

3. In conjunction with the City Administrator/Mayor, determining who is needed on the EOC Staff.
4. Maintaining a current call-down list of EOC Staff with an established procedure for calling in the Staff.
5. Coordinating additional communications support, such as amateur radio operators, staff to take calls for "rumor control", etc.
6. Tracking and recording disaster events electronically, or on a status board or flip chart; plotting areas of destruction on maps; staff from the City Clerk/Treasurer's may be assigned this function.
7. Conducting EOC briefing(s) to coordinate disaster response/recovery efforts; determine with executives how often briefings are needed.
8. Coordinating with the City Departments as well as local businesses, private groups, volunteers, and adjacent jurisdictions called for mutual aid and with Wayne County government if the situation dictates.
9. Requesting the Public Information Officer to provide emergency information to the public concerning an evacuation.
10. Coordinating transportation that may be required for evacuation.
11. Advising in the selection of assembly points for transportation.
12. Coordinating shelter operations with the American Red Cross.
13. Recommending that the Mayor/Council declare an emergency; preparing the Disaster Declaration for the signature of the Mayor and the witness of the Clerk.
14. Coordinating with the City Attorney on any legal emergency matters.
15. Coordinating with the ARC/Social Services/Area Agency on Aging on disaster needs of individuals to provide necessary outreach services and assistance in recovery.
16. Coordinating staging areas with Field Operations.
17. Disseminating Identification cards for:
 - a. Emergency workers
 - b. Volunteers
 - c. Disaster area residents

d. Appointed/elected officials

18. Coordinating with the City Administrator in determining potable water distribution locations; assuring that the public is notified concerning the availability and location of water.
19. Working with the City Administrator in providing liaison with local contractors, businesses, and industry to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required.
20. Making formal requests to the next higher levels of government for assistance if the disaster response is beyond the capability of the City.
21. Providing pre-event training opportunities for personnel who will respond to a disaster.
22. Reviewing and updating this Plan for the City of Wayne, annually.

D. City Attorney

1. Reviews the Nebraska Emergency Management Act and provides emergency legal counsel to city officials on subjects such as:
 - a. Curfews
 - b. Price restrictions
 - c. Standards for contractors, craftsmen to ensure disaster victims are not further victims of unscrupulous practices
 - d. Temporary waivers for land use
 - e. Other related legal duties
2. Drafts emergency legislation for the city.
3. Provides assistance in negotiating contracts for emergency services.

E. Building Inspector (LEOP - Annex C)

1. May coordinate or assist the Debris Manager in damage assessment of:
 - a. Public entities
 - b. Homes
 - c. Businesses
2. Compiles information to define the property appraisals/values and insurance coverage as well as damage sustained.
3. Works with the American Red Cross damage assessment team to assure all homes have been surveyed for damage.
4. In conjunction with the City Administrator, assures someone is designated to photograph and record public and private damage should there be an application for state or federal assistance.
5. Compiles all damage assessment reports into a summary document for use by the EOC Staff.
6. Assures that safety inspections are conducted for public and private buildings and issues temporary occupancy permits for temporary housing.
7. Prepares demolition orders for all unsafe structures and provides assistance in the coordination of the demolition work.
8. Assures that rebuilding is in compliance with the City's master development plan.
9. Coordinates first with local contractors/lumber yards to restore damaged public facilities.
10. Coordinates with the City Administrator in establishing a point of contact for insurance adjusters and the influx of builders and repairmen.
11. Contracts, with the approval of the City Administrator, for needed structural engineering services.
12. Coordinates, as necessary, with the City Electric Superintendent on the safety inspections of the electric systems on damaged public buildings.
13. Ensures that all incoming contractors register through the Building Inspector's office.

F. City Clerk/Treasurer

1. Witnesses the Disaster Declaration.
2. Tracks and documents all expenses for the disaster operations from each City Department to include:
 - a. Labor (regular and overtime, temporary help and volunteer time).
 - b. Equipment usage, rentals, repairs due to the disaster.
 - c. Materials (to include parts and supplies used from the City's inventory) and
 - d. Accounts for the reception and disbursements of all appropriate financial aid, equipment, supplies, volunteer labor, and donations.
3. Coordinates with the Purchasing Officer in assigning (at the time of the disaster) an account number for emergency expenditures.
4. Provides financial statistics and summaries for the cost of the disaster, when requested.
5. In conjunction with the City Administrator, prepares the necessary documentation required for state and federal disaster assistance applications.
6. In initial disaster response, may assist at the Communications Center.
7. Provides staff for the EOC to track and record disaster events.
8. Work as or closely with the Volunteer Coordinator in Wayne. Procedures are outlined in Attachment 3 to Annex L.

G. Purchasing Officer

1. Makes emergency purchases, as required.
2. When the Mayor declares a disaster, implements the policy that delegates authority to department superintendents to purchase or lease emergency supplies and/or equipment.
3. Coordinates with the City Clerk/Treasurer in assigning department superintendents an account number for emergency expenditures.

[Back to Top](#)



July 30, 2018 (Via E-mail)

Electric Line Supervisor
Attn: Tim Sutton
City of Wayne

**RE: Pay Estimate No. 8
West Inner and East Inner Conversion
City of Wayne, Nebraska
DGR Project No. 412305**

Dear Tim:

Attached is a copy of the Pay Estimate No. 8, print off three copies for the above referenced project. The following needs to be completed on the pay estimates:

1. Schedule approval of Pay Estimate No. 8.
2. Have the appropriate official sign and date all three (3) pay estimates.
3. Send one (1) pay estimate and payment of \$82,274.13 to:

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

Sincerely,

DGR Engineering

Daniel Messner



PAY ESTIMATE NO. 8
 WEST INNER AND EAST INNER CONVERSION
 WAYNE, NEBRASKA
 DGR Project No. 412305

For Period From: 5/23/18 To: 7/18/18
 Contractor: Karlan Peterson Powerline Contracting, LLC.
 Bid Date: March 1, 2017

SUMMARY

VALUE OF WORK COMPLETED TO DATE	\$536,343.15	ORIGINAL CONTRACT PRICE	\$690,290.43
LESS RETAINAGE..... (10%)	\$53,634.32	EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions).....	\$536,343.15
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT	\$482,708.83	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT.....	\$482,708.83
LESS ESTIMATES PREVIOUSLY APPROVED.....		EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT.....	\$53,634.32
Pay Estimate No. 1.....	\$53,685.94	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT.....	90%
Pay Estimate No. 2.....	\$66,879.24		
Pay Estimate No. 3.....	\$19,444.37		
Pay Estimate No. 4.....	\$67,157.09		
Pay Estimate No. 5.....	\$72,018.82		
Pay Estimate No. 6.....	\$34,991.85		
Pay Estimate No. 7.....	\$86,257.39		
Pay Estimate No. 8.....	N/A		
TOTAL AMOUNT DUE THIS ESTIMATE.....	\$82,274.13		

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

Prepared by: Karlan Peterson Powerline Contracting, LLC.

By:  Date: 7/30/18

CERTIFICATE

THE AMOUNT OF \$82,274.13 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

City of Wayne, Nebraska, Owner

DGR Engineering, Engineer

By: _____
 Title _____
 Date _____

By:  Date: 7/30/18



For Period From: 5/23/18 To: 7/18/18
 Contractor: Karian Peterson Powerline Contracting, LLC
 Bid Date: March 1, 2017

PAY ESTIMATE NO. 8
 WEST INNER AND EAST INNER CONVERSION
 WAYNE, NEBRASKA
 DGR Project No. 412305

Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE			WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD			
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
UD-1/0	Primary cable, 15 kV, 1/0 Sol. Al. (Mft.)	33.470	\$1,000.00	\$73.02	\$1,073.02	\$35,913.98	30.704	92%	\$32,946.01	4.664	14%	\$5,004.57
UD-4/0	Primary cable, 15 kV, 4/0 Str. Al. (Mft.)	30.180	1,000.00	76.92	\$1,076.92	32,501.45	28.131	93%	30,294.84	3.402	11%	3,663.68
UD-10-2	Secondary cable, 600 V, 10-2 UF. Cu. w/igdu. (Mft.)	10.762	500.00	641.96	\$1,141.96	12,289.77	7.946	74%	9,074.01	1.293	12%	1,476.55
UD-1/0 TPLX	Secondary cable, 600 V, 2-#1/0, 1-#2 Str. Al. (Mft.)	0.837	500.00	1,080.13	\$1,580.13	1,322.57	0.584	70%	922.80	0.222	27%	350.79
UD-4/0 TPLX	Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str. Al. (Mft.)	25.840	500.00	1,417.93	\$1,917.93	49,559.31	23.240	90%	44,572.69	2.858	11%	5,481.44
UD-350 TPLX	Secondary cable, 600 V, 2-#350, 1-#4/0 Str. Al. (Mft.)	4.468	750.00	2,712.94	\$3,462.94	15,472.42	3.952	88%	13,685.54	0.984	22%	3,407.53
UD-4/0 QUAD	Secondary cable, 600 V, 3-#4/0, 1-#2/0 Str. Al. (Mft.)	1.742	1,000.00	2,085.64	\$3,085.64	5,375.18	0.989	57%	3,051.70			
UD-350 QUAD	Secondary cable, 600 V, 3-#350, 1-#4/0 Str. Al. (Mft.)	0.285	1,000.00	36,465.11	\$37,465.11	10,677.56	0.221	78%	8,279.79			
UG-(25)	10 transformer, 25 kVA (ea.)	5	500.00	88.28	\$588.28	2,941.40	6	120%	3,529.68			
UG-(37.5)	10 transformer, 37.5 kVA (ea.)	12	500.00	88.28	\$588.28	7,059.36	12	100%	7,059.36	1	8%	588.28
UG-(50)	10 transformer, 50 kVA (ea.)	15	500.00	88.28	\$588.28	8,824.20	15	100%	8,824.20	4	27%	2,353.12
UG3-(112.5)(240)	30 transformer, 112.5 kVA, 240V (ea.)	1	1,000.00	88.28	\$1,088.28	1,088.28	1	100%	1,088.28			
UG3-(150)(240)	30 transformer, 150 kVA, 240V (ea.)	1	1,000.00	88.28	\$1,088.28	1,088.28	1	100%	1,088.28			
UPS-(42)	Padmount switch, 4 bays, 2 gang-operated (ea.)	5	1,200.00	88.28	\$1,288.28	6,441.40	5	100%	6,441.40	1	20%	1,288.28
UPS-(43)	Padmount switch, 4 bays, 3 gang-operated (ea.)	2	1,200.00	88.28	\$1,288.28	2,576.56						
UM3-30	Secondary pedestal (ea.)	33	110.00	120.77	\$230.77	7,615.41	33	100%	7,615.41	7	21%	1,615.39
UM33-60	10 sectionalizing assembly (ea.)	4	200.00	630.62	\$830.62	3,322.48	3.76	94%	3,122.48			
UM33-PB	30 sectionalizing assembly (ea.)	8	400.00	1,264.71	\$1,664.71	13,317.68	7.52	94%	12,517.68			
UR2-(24)	Pull box, 36"H x 48"W x 76"L (ea.)	1	500.00	3,479.32	\$3,979.32	3,979.32	1	100%	3,979.32			
UR2-(42)	Trenching, 24" deep (Mft.)	19,923	5,000.00		\$5,000.00	99,615.00	15,348	77%	76,740.00	2,953	15%	14,765.00
UR2-(48)	Trenching, 42" deep (Mft.)	14,855	7,000.00		\$7,000.00	103,985.00	13,191	89%	92,337.00	1,322	9%	9,254.00
UR3-(42)	Trenching, 48" deep (Mft.)	0.050	7,000.00		\$7,000.00	350.00						
UR3-(42)	Trenching-special backfill, 42" Deep (Mft.)	0.100	1,000.00		\$1,000.00	100.00						
UR3-(42)	Trenching-rock, shale or limestone, 42" deep (Mft.)	0.100	1,500.00		\$1,500.00	150.00						
UR4-(1)2P	Conduit in trench, (1)2" (Mft.)	19,215	1,000.00	623.60	\$1,623.60	31,197.47	18,365	96%	29,817.41	0.853	4%	1,384.93
UR5-(1)1P	Bore with conduit, (1)1" (Mft.)	0.195	7,500.00	831.02	\$8,331.02	1,624.55	0.251	129%	2,091.09	0.148	76%	1,232.99
UR5-(1)2P	Bore with conduit, (1)2" (Mft.)	0.890	7,500.00	674.46	\$8,174.46	7,275.27	0.839	94%	6,858.37	0.189	21%	1,544.97
UR5-(2)2P	Bore with conduit, (2)2" (Mft.)	0.170	7,500.00	1,354.79	\$8,854.79	1,505.31	0.079	46%	699.53			
UR5-(3)2P	Bore with conduit, (3)2" (Mft.)	0.690	8,500.00	1,884.42	\$10,384.42	7,165.25	0.573	83%	5,950.27	0.376	54%	3,904.54
UR5-(4)2P	Bore with conduit, (4)2" (Mft.)	0.775	10,000.00	2,505.50	\$12,505.50	9,691.76	0.931	120%	11,642.62	0.214	28%	2,676.18
UR5-(5)2P	Bore with conduit, (5)2" (Mft.)	0.230	13,000.00	3,301.72	\$16,301.72	3,749.40						
UR5-(6)2P	Bore with conduit, (6)2" (Mft.)	0.600	20,000.00	3,783.35	\$23,783.35	14,270.01	0.778	130%	18,503.45	0.513	86%	12,200.86
UR5-(7)2P	Bore with conduit, (7)2" (Mft.)	0.060	18,500.00	4,874.35	\$23,374.35	1,402.46	0.059	98%	1,379.09	0.059	98%	1,379.09
UR5-(3)2P(3)CBLS	Bore with conduit, (3)2" & (3) Cables (Mft.)	0.110	12,500.00	2,139.14	\$14,639.14	1,610.31	0.116	105%	1,698.14			
UR5-(9)2P	Bore with conduit, (9)2" (Mft.)	0.075	25,000.00	6,841.67	\$31,841.67	2,388.13						
UR5-(1)3P	Bore with conduit, (1)3" (Mft.)	0.075	7,500.00	2,249.48	\$9,749.48	751.21	0.077	103%	750.71			
UR6-(24)	Bore without conduit, 24" deep (Mft.)	3,785	7,500.00		\$7,500.00	28,387.50	4,628	122%	34,710.00	0.573	15%	4,297.50
UR6-(42)	Bore without conduit, 42" deep (Mft.)	0.770	7,500.00		\$7,500.00	5,775.00	0.800	104%	6,000.00	0.386	50%	2,895.00
UR8	Core drill, six (6) inch diameter (ea.)	37	100.00		\$100.00	3,700.00	38	103%	3,800.00	4	11%	400.00
UR9-S	Shallow crossing (Mft.)	0.200	20,000.00		\$20,000.00	4,000.00	0.010	5%	200.00			
UR10	Barricade (ea.)	2	50.00		\$50.00	100.00						
UR12-90-24-2S	Conduit 90° elbow, 24" radius, 2" diam. steel (ea.)	51	60.00	49.41	\$109.41	5,579.91						
UR12-90-36-2S	Conduit 90° elbow, 36" radius, 2" diam. steel (ea.)	33	60.00	63.25	\$123.25	4,067.25						
UR12-45-16-4S	Conduit 45° elbow, 16" radius, 4" diam. steel (ea.)	1	100.00	85.45	\$185.45	185.45						
UR12-45-90-2S	Conduit 45° elbow, 36" radius, 2" diam. steel (ea.)	3	60.00	85.61	\$145.61	436.83						



PAY ESTIMATE NO. 8
 WEST INNER AND EAST INNER CONVERSION
 WAYNE, NEBRASKA
 DGR Project No. 412305

For Period From: 5/23/18 To: 7/18/18
 Contractor: Karian Peterson Powerline Contracting, L.L.C.
 Bid Date: March 1, 2017

Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE			WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD			
			Labor	Material	L. & M	Ext. Price L. & M	Units Comp	% Comp	Value of Comp. Work	Units Comp	% Comp	Value of Comp. Work
UR-LDS	Lawn damage seeding (Mfr.)	22.388	500.00		\$500.00	11,194.00	19,936	89%	9,968.00	3,522	16%	1,761.00
ASP-REM	Asphalt pavement removal (sq. yd.)	12.0	100.00		\$100.00	1,200.00						
ASP-REP	Asphalt replacement (ton)	1.0	500.00		\$500.00	500.00						
PCC-REM	Concrete pavement removal (sq. yd.)	12.0	300.00		\$300.00	3,600.00	33.7	281%	10,104.00	28.30	236%	8,490.00
PCC-REP	Portland cement concrete replacement (cu. yd.)	2.0	300.00		\$300.00	600.00						
GRA-CLS	Gravel, Class 5 (Ton)	55.0	75.00		\$86.77	4,772.35						
ROCK	Rock (Ton)	680.0	75.00		\$122.08	83,014.40						
MOB	Mobilization (as req'd)	1	25,000.00		\$25,000.00	25,000.00	1	100%	25,000.00			
					TOTAL CONTRACT PRICE:			TOTAL TO DATE:				
					\$690,290.43			\$536,343.15			\$91,415.69	

[Back to Top](#)

Invoice



521 South Centennial Road
Wayne, NE 68787

Date	Invoice #
7/31/2018	18-069

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

Terms
Due on receipt

Description	Rate	Amount
Clubhouse Improvement Project Progress Billing #4 - See Attached Cost Breakdown	71,095.00	71,095.00

Total	\$71,095.00
--------------	--------------------



PROGRESS BILLING

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

PROJECT: Wayne Golf & Country Club
Clubhouse Improvement Project

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

CONTRACTORS PROJECT NO.: 18-04
PERIOD THROUGH: July 31, 2018
APPLICATION DATE: July 31, 2018
APPLICATION NO.: #4

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

1. ORIGINAL CONTRACT SUM	\$	<u>569,000.00</u>
2. NET CHANGE BY CHANGE ORDERS (see attached)	\$	<u>-50,785.00</u>
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$	<u>518,215.00</u>
4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet)	\$	<u>172,609.00</u>
5. RETAINAGE:		
a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet)	\$	<u>17,264.00</u>
b. 10% of Stored Material (Column F on Cost Breakdown Sheet)	\$	<u>0.00</u>
TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet)	\$	<u>17,264.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	<u>155,345.00</u>
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	<u>84,250.00</u>
8. CURRENT PAYMENT DUE	\$	<u>71,095.00</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	<u>362,870.00</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Application for Payment is to be received by the Architect no later than the last day of the month, and the Owner shall make payment to the Contractor no later than the last day of the following month.

CONTRACTOR: OCC Builders LLC.

By: Tate M

Date: 7/31/18

State of: Nebraska
County of: Wayne

Subscribed and sworn to before me this 31 day of July, 2018

Notary Public: Megan M Raulston
My Commission expires: Oct. 11, 2021



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

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

\$ _____

ARCHITECT:

By: _____ Date: _____

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

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



COST BREAKDOWN SHEET

CITY OF WAYNE - CLUBHOUSE IMPROVEMENT PROJECT

CONTRACTORS PROJECT NO.: 18-04
 PERIOD THROUGH: July 31, 2018
 APPLICATION DATE: July 31, 2018
 APPLICATION NO.: #4

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
	General Conditions & Project Start-Up	16,800	7,740	620	0	8,360	8,440	836
	Soils Testing	1,150	0	0	0	0	1,150	0
	Concrete Foundations, Walls, & Waterproofing	24,800	24,800	0	0	24,800	0	2,480
	Backfilling & Drain Tile	3,705	3,705	0	0	3,705	0	371
	Rigid Insulation at Foundation Walls	2,070	0	0	0	0	2,070	0
	Concrete Floor Slab	11,640	11,640	0	0	11,640	0	1,164
	Concrete Stoop & Sidewalk Site Paving	23,000	0	1,895	0	1,895	21,105	190
	Brick Masonry	5,730	0	0	0	0	5,730	0
	Demolition, Rework, & Infill	26,720	14,825	7,353	0	22,178	4,542	2,218
	Wall Framing & Sheathing	16,385	11,322	2,704	0	14,026	2,359	1,403
	Floor Framing & Sheathing	23,380	19,580	620	0	20,200	3,180	2,020
	Roof & Canopy Framing & Sheathing	33,510	0	33,510	0	33,510	0	3,351
	Asphalt Shingle Roofing	10,600	0	1,155	0	1,155	9,445	116
	Cement Board Soffit & Fascia	11,750	0	0	0	0	11,750	0
	Foil Faced Insulation Sheathing	6,815	0	6,815	0	6,815	0	682
	Cement Board Siding	19,460	0	0	0	0	19,460	0
	Gutters & Downspouts	3,105	0	0	0	0	3,105	0
	Treated Wood Deck	20,400	0	8,905	0	8,905	11,495	891
	Insulation	6,600	0	0	0	0	6,600	0
	Drywall	27,560	0	0	0	0	27,560	0
	Aluminum Entries	18,650	0	0	0	0	18,650	0
	Aluminum Windows	16,490	0	15,490	0	15,490	1,000	1,549
	Basement Door, Frame, & Hardware	2,690	0	0	0	0	2,690	0
	Interior Millwork (Doors, Hardware, Casing, Base, Borrowwites)	21,100	0	0	0	0	21,100	0
	Cabinetry (Bar, Kitchen, Sinks, Etc.)	30,040	0	0	0	0	30,040	0
	Painting, Staining, Joint Sealants	28,260	0	0	0	0	28,260	0
	Finish Flooring	12,980	0	0	0	0	12,980	0
	Toilet Partitions & Accessories	4,230	0	0	0	0	4,230	0
	Electrical	90,695	0	3,305	0	3,305	87,390	331
	Plumbing & Site Utilities	20,690	0	1,060	0	1,060	19,630	106
	HVAC	27,985	0	3,240	0	3,240	24,755	324
	ORIGINAL CONTRACT AMOUNT	569,000	93,612	86,672	0	180,284	388,716	18,032
	CHANGE ORDERS							
	OCO 1 (Items #1-#10)							
1	Credit Exterior & Interior Painting Labor Only	(12,240)	0	0	0	0	(12,240)	0
2	Credit Shingle Roofing Labor Only	(3,530)	0	0	0	0	(3,530)	0
3	Delete 1" Foil Faced Insulation at Perimeter	(6,815)	0	(6,815)	0	(6,815)	0	(682)
4	Redesign Aluminum Entry Door Systems & Hardware Changes	(3,130)	0	0	0	0	(3,130)	0
5	Change Siding to 7" Reveal in Lieu of 4" Reveal	(2,900)	0	0	0	0	(2,900)	0
6	Delete Prairie Style Grids in Windows	(860)	0	(860)	0	(860)	0	(86)
7	Delete Oak Ceiling Trims at Coffers	(4,510)	0	0	0	0	(4,510)	0
8	Change 1x Oak Trims to Heritage Style Oak Trims	(1,750)	0	0	0	0	(1,750)	0
9	Delete 2" Rigid Insulation at Poured Concrete Walls in Basement	(2,070)	0	0	0	0	(2,070)	0
10	Delete Finish Flooring Material & Labor Throughout	(12,980)	0	0	0	0	(12,980)	0
	SUB-TOTAL CHANGE ORDERS	(50,785)	0	(7,675)	0	(7,675)	(43,110)	(768)
	ADJUSTED CONTRACT AMOUNT PER CHANGE ORDERS	518,215	93,612	78,997	0	172,609	345,606	17,264