

**AGENDA
CITY COUNCIL MEETING
November 6, 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 – October 16, 2018](#)
4. [Approval of Claims](#)
5. Action on a request to name the Community Activity Center Weight Room after the late Bob Keating — Doug Carroll
6. Action on a request to purchase 175 City pavers/bricks for \$.75 a brick – Dave Hix, Wayne State College
7. **Action to Consider waiving the requirements of Wayne Municipal Code, Chapter 152 Zoning, Section 152.131 Fences and Screens (D)(1) - Micky Rutenbeck**
8. [Resolution 2018-58: Amending the Water Service and Use Rates](#)

Background: This resolution will amend the water service and use rates as recommended and presented by the Nebraska Rural Water Association a couple of meetings ago. The resolution provides increases for the next three years; however, a rate analysis will be conducted annually to review the rates. The rates will be in effect with the bill that is received February 1, 2019 (usage from mid-December to mid-January).

Background: This resolution will amend the sewer service and use rates as recommended and presented by the Nebraska Rural Water Association a couple of meetings ago. The resolution provides increases for the next three years; however, a rate analysis will be conducted annually to review the rates. The rates will be in effect with the bill that is received February 1, 2019 (usage from mid-December to mid-January).

10. [Resolution 2018-60: Accepting Bid and Awarding Contract on the Demolition of Property — Riley’s — Milo Meyer Construction for \\$36,800](#)

Background: We received three bids on this project, ranging from \$36,800 to \$149,428.84, all of which are included in this packet. After review of the same, staff is recommending that the contract be awarded to the low bidder, Milo Meyer Construction for \$36,800.

11. [Resolution 2018-61: Accepting/Rejecting Bid on the Southview II – Ditch Grading Project](#)

Background: We received one bid on the Southview II – Ditch Grading Project, which came in at \$30,900 from Milo Meyer Construction. The engineer’s estimate on this project was \$12,000. The engineer on the project, Advanced Consulting Engineering Services, is recommending that the bid be awarded to Milo Meyer Construction for \$30,900.

12. [Resolution 2018-62: Approving Amendment No. 1 to the Engineering Agreement with JEO Consulting Group, Inc., on the “2018 Wayne Pedestrian Curb Ramp Project”](#)

Background: This amendment to the original engineering agreement with JEO Consulting Group is a result of adding additional design phase services on the project. It incorporates eleven additional sidewalk replacement locations into the final plans, as well as designing curb ramp improvements for five intersection radii along the north side of 3rd Street from Douglas to Pearl. The supplemental fee for the additional design phase services is estimated at \$11,090.

13. [Resolution 2018-63: Approving Agreement with JEO Consulting Group, Inc., for the “Sanitary Sewer System Extension - South Windom Street Project”](#)

Background: This agreement is for engineering services to extend sanitary sewer 210 feet on South Windom Street. Roger Protzman’s letter outlining their fees is included in the packet, as well as the agreement. Staff recommendation is to approve the “Basic Service” fees of \$5,500 for this project.

14. [Resolution 2018-64: Authorizing the sale of the City’s railroad right-of-way property \(Tax Lots 8 and 9 of the vacated railroad right-of-way, Section 4, T26N, R4, East of the 6th P.M., Wayne County, Nebraska\)](#)

Background: The deadline for receiving offers on this parcel of real estate is 2:00 p.m., Monday, November 5th. Staff will review the proposals at that time and send the results to you that afternoon.

15. [Ordinance 2018-30: Directing the sale of the City's railroad right-of-way property \(Tax Lots 8 and 9 of the vacated railroad right-of-way, Section 4, T26N, R4, East of the 6th P.M., Wayne County, Nebraska\)](#)
16. [Ordinance 2018-29: Amending Wayne Municipal Code Title IX General Regulations, Chapter 91 Streets, Sidewalks and other Public Places, Section 91.026 Kept Clean \(Second Reading\)](#)
17. [Ordinance 2018-31: Amending Wayne Municipal Code Title VII Traffic Code, Prohibitions and Enforcement, Section 78-13 Stop Sign Locations; West of Main Street, South of 7th Street](#)

Background: If approved, this will place a stop sign on Grainland Road going east before turning left onto Sherman Street.

18. [Action on Change Order No. 2 for the "2nd Street Storm Sewer Improvement Project" for an increase of \\$4,087.50 to Robert Woehler & Sons Construction Company, Inc.](#)

Background: This Change Order is for the construction of a 10" PCC NDOR type 47B and to adjust the manhole to grade.

19. [Action on Change Order No. 3 for the "2nd Street Storm Sewer Improvement Project" for an increase of \\$4,164.00 to Robert Woehler & Sons Construction Company, Inc.](#)

Background: This Change Order is for the installation of a curb grate inlet and lowering 36" RCP to get under the water main. This brings the total dollar amount of the change orders to \$27,867.50 on this project.

20. [Action on Pay Estimate No. 4 for the "2nd Street Storm Sewer Improvement Project" in the amount of \\$76,978.54 to Robert Woehler & Sons Construction Company, Inc.](#)

Background: This is for work done and approved by the Project Engineer.

21. [Action on Pay Application No. 7 in the amount of \\$65,851.00 to OCC Builders, LLC, for the "Wayne Golf & Country Club Clubhouse Improvement Project"](#)

Background: This is for work done and approved by the Project Architect.

22. Adjourn

**MINUTES
CITY COUNCIL MEETING
October 16, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, October 16, 2018, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 4, 2018, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

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

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, to approve the minutes of the meeting of October 2, 2018, and to waive the reading of said minutes. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS:

2017-2018: ACE REFRIGERATION CO, SU, 5402.50; ARLT, NICK, SE, 140.00; BOMGAARS, SU, 2,214.36; BORDER STATES INDUSTRIES, SU, 169.47; CERTIFIED TESTING SERVICES, SE, 2919.50; COPY WRITE PUBLISHING, SE, 183.45; COPY WRITE PUBLISHING, SE, 481.93; DAVE'S DRY CLEANING, SE, 69.00; DE NORA WATER

TECHNOLOGIES, SU, 538.24; EASYPERMIT POSTAGE, SU, 1958.61; ED M. FELD EQUIPMENT, SU, 131.95; EMPLOYERS MUTUAL CASUALTY, SE, 538.54; EUSE, ALEX, SE, 75.00; FAITH REGIONAL PHYSICIAN SERVICES, SE, 30.00; FREDRICKSON OIL, SU, 211.80; GILL HAULING, SE, 200.00; HEIKES AUTOMOTIVE, SE, 251.45; INDUSTRIAL CHEM LABS & SERVICES, SU, 1166.21; INGRAM LIBRARY SERVICES, SU, 1320.56; KALLHOFF, KYLE, SE, 195.00; KLEIN ELECTRIC, SE, 39350.49; KTCH, SE, 507.00; LUTT OIL, SU, 5913.75; MARCO, SE, 126.36; MATHESON-LINWELD, SE, 42.60; MATTESON, JOSEPH, SE, 225.00; NE LIBRARY COM, SE, 1143.00; NEXTERA ENERGY, SE, 15251.53; NORFOLK DAILY NEWS, SE, 266.00; ONE CALL CONCEPTS, SE, 58.29; PAC N SAVE, SU, 17.42; PAC N SAVE, SU, 865.87; PENGUIN RANDOM HOUSE, SU, 414.75; QUALITY FOOD CENTER, SU, 17.63; ROBERT WOEHLE & SONS, SE, 216679.49; ROTH, TRENT, SE, 105.00; S & S WILLERS, SE, 1276.30; SHOPKO, SU, 149.98; SKARSHAUG TESTING LAB, SE, 1.00; TEI LANDMARK AUDIO, SU, 277.53; TITAN MACHINERY, SU, 690.22; TYLER TECHNOLOGIES, SE, 62.50; US BANK, SU, 20273.11; US FOODSERVICE, SU, 1348.97; VAKOC CONSTRUCT, SU, 15.17; VAN DIEST SUPPLY, SU, 170.80; WAYNE AUTO PARTS, SU, 906.72; WAYNE COUNTY CLERK, SE, 88.00; WAYNE HERALD, SE, 595.00; WAYNE HERALD, SE, 272.00; WAYNE HERALD, SE, 836.00; WAYNE HERALD, SE, 2372.24; WAYNE VETERINARY CLINIC, SE, 128.00; WISNER WEST, SU, 191.93; ZAMZOW, RILEY, SE, 140.00; ZARATE, STEVEN, SE, 30.00

2017-2018: ARNIE'S FORD, SU, 31121.00; CITY OF WAYNE, RE, 164.97; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 31031.00; HAWKINS, SU, 2021.42; KTCH, SE, 594.00; MIDWEST LABORATORIES, SE, 297.50; NE SALT & GRAIN, SU, 1887.73; QUALITY FOOD CENTER, SU, 122.70; SAFE TRANSPORTATION TRAINING SPECIALIST, SU, 1262.60; ST OF NE-CHARITABLE GAMING DIVISION, TX, 978.00; TYLER TECHNOLOGIES, SE, 2100.00; WAYNE HERALD, SE, 595.00

2017-2018: ACES, SE, 3500.00; AMAZON.COM, SU, 2058.01; BAKER & TAYLOR BOOKS, SU, 1127.59; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 30031.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, -31,031.00; MIDWEST TAPE, SU, 404.88; NPPD, SE, 381475.56; NORTHEAST POWER, SE, 13417.72; POLLARD PUMPING, SE, 225.00; RAINBOW PRINTING, SU, 475.00; SENECA COMPANIES, SE, 7670.00; STATE TREASURER OF NE, FE, 5.07; WATSON LABEL PRODUCTS, SU, 384.80; WAYNE STATER, SE, 160.00

2018-2019: AMERICAN BROADBAND, SE, 2506.88; APPEARA, SE, 101.84; BORDER STATES INDUSTRIES, SU, 191.70; CITY EMPLOYEE, RE, 163.22; CITY EMPLOYEE, RE, 406.58; CITY EMPLOYEE, RE, 135.15; CITY EMPLOYEE, RE, 236.35; CITY EMPLOYEE, RE, 150.00; CITY OF NORFOLK, RE, 1500.00; CITY OF WAYNE, PY, 73848.64; CITY OF WAYNE, RE, 394.71; CITY OF WAYNE, RE, 409.00; DEARBORN NATIONAL LIFE, SE, 2434.92; EUSE, ALEX, SE, 15.00; FLETCHER, IRENE, RE, 409.00; FLOOR MAINTENANCE, SU, 373.74; HILAND DAIRY, SE, 40.27; ICMA, SE, 9629.67; KALLHOFF, KYLE, SE, 15.00; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; MATTESON, JOSEPH, SE, 45.00; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 150.00; PITNEY BOWES, SE, 253.85; ROTH, TRENT, SE, 30.00; STADIUM SPORTING GOODS, SU, 116.00; STAPLES, SU, 40.73; TITAN MACHINERY, SU, 625.67; VERIZON, SE, 317.08; WASTE CONNECTIONS, SE, 128.14

2018-2019: ACES, SE, 875.00; AMERITAS, SE, 60.16; AMERITAS, SE, 2402.20; AMERITAS, SE, 89.74; AMERITAS, SE, 72.00; BUGS BOWS, SU, 546.00; CITY OF WAYNE, RE, 354.82; CITY OF WAYNE, RE, 150.00; CORE & MAIN, SU, 1229.68; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; FIREMAN'S ASSOCIATION, FE, 5000.00;

GALE/CENGAGE LEARNING, SU, 124.10; GERHOLD CONCRETE, SU, 100.00; HAMMONS, SHARON, RE, -150.00; HAWKINS, SU, 558.71; INTERSTATE BATTERY SYSTEM, SU, 229.90; IRS, TX, 9248.52; IRS, TX, 2917.00; IRS, TX, 12472.58; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 163.00; MARCO, SE, 175.82; MARRIOTT HOTELS, FE, 714.00; NE DEPT OF REVENUE, TX, 3778.25; NE LIBRARY COM, FE, 800.00; OVERDRIVE, SU, 709.87; PROGRESSIVE PROPERTIES, RE, 7013.22; PROGRESSIVE PROPERTIES, RE, 2532.72; PROGRESSIVE PROPERTIES, RE, 8033.57; RODRIGUEZ, NANCY, SE, 17.50; SPARKLING KLEAN, SE, 3075.87; WESCO, SU, 590.64; WESTERN RIDGE III, RE, 8469.30

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

Lukas Rix, representing Rustic Treasures, was present requesting Council consideration to allowing his business to spray paint a path (daisies) from the back of the Rustic Treasures' building (alley) to the side door entrance of the Mineshaft Mall. They want to push traffic in the right direction out the back entrance of Rustic Treasures. The path will start inside of the Rustic Treasures' store.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving the request of Lukas Rix, d/b/a Rustic Treasures, to spray paint a path from the back of Rustic Treasures (alley) to the side door of the Mineshaft Mall. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

The following Resolution is a requirement by the Nebraska Department of Roads when a state highway will be closed for a celebration/parade. This Resolution pertains to the Annual Christmas on Main Celebration/Annual Parade of Lights to be held on Thursday, November 15, 2018.

Irene Fletcher, representing Wayne Area Economic Development, was present to answer questions.

Councilmember Sievers introduced Resolution No. 2018-57 and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2018-57

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

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

Irene Fletcher, representing Wayne Area Economic Development, was requesting Council consideration to prohibit parking on Main Street in the 200 block of Main Street from 5:30 p.m. until 8:00 p.m. for the Christmas on Main Celebration/Annual Parade of Lights Event to be held on Thursday, November 15th.

Councilmember Giese made a motion, which was seconded by Councilmember Buck, approving the request of Wayne Area Economic Development to prohibit parking on Main Street in the 200 block of Main Street from 5:30 p.m. until 8:00 p.m. for the Christmas on Main Celebration/Annual Parade of Lights Event to be held on Thursday, November 15th. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2018-26 and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-26

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY OR AREA KNOWN AS SOUTHVIEW III ADDITION LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP TWENTY-SIX NORTH, RANGE THREE, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, FROM A-1 AGRICULTURAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

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

Councilmember Giese introduced Ordinance No. 2018-27, and moved for approval of the second reading thereof; Councilmember Sievers seconded.

ORDINANCE NO. 2018-27

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, BY ADDING A SECTION PARKS – CAMPGROUND RULES AND REGULATIONS; AND RENUMBERING THE FOLLOWING SECTION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to move for final approval of Ordinance No. 2018-27. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, stated the following ordinance would amend Wayne Municipal Code Title VII Traffic Code, Sec. 78-137 Prohibited Terrace Parking as follows:

§ 78-137 PROHIBITED TERRACE PARKING.

(A) In residential areas only, it shall be unlawful for any person to park, or leave standing any recreational equipment including, but not limited to, camper, boat or other similar recreational equipment upon any terrace parking space. Any vehicle found in violation of this section is subject to a fine in accordance with § 78-122 of this chapter and the vehicle is subject to impoundment.

(B) In residential areas only, it shall be ~~un~~lawful for any person to park, or leave standing any pickup, automobile or motorcycle parked upon any **improved** terrace parking, ~~any~~ **No commercial vehicles, utility trailers, construction or agricultural equipment, boats, campers, recreational equipment, straight trucks, or step vans shall be allowed on terrace parking.**

(C) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL VEHICLE. A commercially licensed motor vehicle that has commercial decals and/or a federal DOT number on the vehicle that is configured with accessories, including, but not limited to, those that hold materials, ladders, signs, storage space, tool access or delivery accessories, and/or have tandem axles or dual wheels and are used for the conduct of commercial business.

TERRACE PARKING. The use of any portion of the right-of-way of any street **located behind the back of the curb** for the parking of motor vehicles. Such parked vehicles shall not extend over any sidewalk and shall not present a traffic hazard.

Councilmember Eischeid arrived at 5:51 p.m.

Councilmember Sievers introduced Ordinance No. 2018-28, and moved for approval thereof, as amended (adding the word “improved” to section B and the other changes noted therein); Councilmember Giese seconded.

ORDINANCE NO. 2018-28

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, APPENDIX - TRAFFIC AND VEHICLES, SECTION 78-137 PROHIBITED TERRACE PARKING; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, to move for final approval of Ordinance No. 2018-28. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following ordinance would amend Wayne Municipal Code Title IX General Regulations, Chapter 91 Streets, Sidewalks and other Public Places, Sec. 91.026 Kept Clean as follows:

§91.026 KEPT CLEAN.

(A) *Generally.* It shall be unlawful for any person, business, association, corporation or organization of any kind, who owns, occupies, leases or controls any property within the corporate city limits upon which a sidewalk has been constructed to allow an accumulation of snow, or ice, dirt, or rock, or gravel on said sidewalk abutting said property at any time. In the event of a snow or ice storm said sidewalks shall be cleaned of snow and ice 24 hours after the city completes snow removal of the street adjacent to said sidewalk. Placing snow removed from sidewalks onto the paved portion of any municipal street is prohibited.

(B) *Exceptions.*

(1) In locations where the street surface between the curbs exceeds 40 feet and where the improvements on any such abutting property are located so as to leave the owner nowhere else to place the removed snow; in this exception, the snow or ice needs to be removed within 12 hours of any snowfall necessitating the City Street Department to remove said snow from the public streets, and such snow or ice will be placed **on the paved street not less more** than one foot from the curb line. **In such locations, any area between the sidewalk and the street which has been improved with pavement or pavers and that is not used for parking, shall be considered to be part of the sidewalk.**

(2) (a) If, after proper notice is given, the tenant or property owner, whichever is applicable, fails to remove said snow, or ice, dirt, or rock, or gravel, the city shall cause the removal of said snow, or ice, dirt, or rock, or gravel within three days of the property being posted, or the tenant or owner being personally served, or within five days of such notice being mailed by first class mail. The tenant or property owner will be billed for the costs incurred to remove said snow, or ice, dirt, or rock, or gravel.

(b) If the costs are not paid within two months, the City Clerk shall cause a lien to be placed upon the property in the form of a special assessment.

This is a result of staff running into issues with snow removal last winter, and will address the issues of piling snow on the brick pavers.

Councilmember Sievers introduced Ordinance No. 2018-29, and moved for approval thereof; Councilmember Haase seconded.

ORDINANCE NO. 2018-29

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.026 KEPT CLEAN; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

A pay request (No. 6) has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$53,762. The architect on the project has approved the same.

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, approving Pay Application No. 6 for \$53,762 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project.” Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

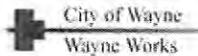
Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, to enter into executive session to discuss a real estate matter — setting a sale price on City-owned railroad right-of-way property (11.37 acres per the County Assessor), and to allow the following persons to be in attendance: City Administrator Blecke, City Clerk McGuire, City Attorney Miller, Police Chief Chinn, and Street and Planning Director Hansen. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive session began at 5:59 p.m.

Mayor Brodersen again stated that the matter to be discussed in execution session pertains to setting a sale price on City-owned railroad right-of-way property (11.37 acres per the County Assessor).

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to resume open session. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:21 p.m.

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, setting the sale price on the city-owned railroad right-of-way property at \$15,000. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:22 p.m.



Vendor	Payable Description	Payment Total
FISCAL YR 17-18		
B.J. SCHONING	SB COMPLEX FIELD PREP VOID 10/31/17	-10.00
B.J. SCHONING	SB COMPLEX FIELD PREP REISSUE	10.00
BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY	PLAYGROUND WOOD CHIPS REISSUE	3,460.00
BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY	PLAYGROUND WOOD CHIPS 9/17/18	-3,460.00
BORDER STATES INDUSTRIES, INC	PVC CONDUIT/FIRE RESISTANT CLOTHING VOID 8/29/18	-409.57
BORDER STATES INDUSTRIES, INC	PVC CONDUIT/FIRE RESISTANT CLOTHING REISSUE	409.57
CROUCH RECREATIONAL DESIGN, INC	90 % OF GAME COURT/PICKLE BALL REISSUE	30,600.45
CROUCH RECREATIONAL DESIGN, INC	REMAINING PORTION OF GAME COURT 10/15/18	-34,000.50
CROUCH RECREATIONAL DESIGN, INC	REMAINING PORTION OF GAME COURT 10/15/18	34,000.50
CITY EMPLOYEE	LODGING REIMBURSEMENT VOID 6/20/17	-119.00
CITY EMPLOYEE	VISION REIMBURSEMENT VOID 4/13/18	-148.79
CITY EMPLOYEE	VISION REIMBURSEMENT	148.79
DGR & ASSOCIATES CO	WEST/EAST INNER CONVERSION	363.00
JOSEPH C BECKER	PARKING TICKET OVERPAYMENT REISSUE	3.00
JOSEPH C BECKER	PARKING TICKET OVERPAYMENT VOID 6/20/17	-3.00
NE DHHS	HWY 15/21ST STREET - BEAUMONT WATER MAIN	43.49
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	1,222.00
OCC BUILDERS LLC	WAYNE COUNTRY CLUB-CLUBHOUSE	53,762.00
THE PENDER TIMES	SUBSCRIPTION RENEWAL VOID 4/13/17	-40.25
THOMPSON, LUCAS	BUILDING PERMIT DEPOSIT REFUND REISSUE	250.00
THOMPSON, LUCAS	BUILDING PERMIT DEPOSIT REFUND VOID 6/29/17	-250.00
		85,831.69
FISCAL YR 18-19		
A TO Z VAC N SEW LLC.	VACUUM BAGS	31.99
ACES	ACES WIND ENERGY SERVICE AGREEMENT	875.00
AMAZON.COM, LLC	BOOKS/FLASH DRIVE	194.33
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES	2,509.60
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	92.30
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,492.60
AMERITAS LIFE INSURANCE	AMERITAS ROTH	60.16
APPEARA	LINEN & MAT SERVICE	203.27
APX, INC	NORTH AMERICAN RENEWABLES REGISTRY SUBSCRIPTION	1,000.00
ARNIE'S FORD INC	HANDIVAN INSPECTION/REPAIRS	844.74
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	500.00
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
BOARD OF EXAMINERS - COUNTY	STREET SUPERINTENDENT CLASS B RENEWAL	30.00
BORDER STATES INDUSTRIES, INC	FIRE RESISTANT CLOTHING/CABLE/SOCKETS/TUBING	1,487.19
BOWERS, DARLENE	AUDITORIUM DEPOSIT REFUND	150.00
CENTURYLINK	TELEPHONE CHARGES	419.91
CHEMQUEST, INC.	QUARTERLY MONITORING	695.00

CITY EMPLOYEE	SAFETY BOOT REIMBURSEMENT	150.00
CITY EMPLOYEE	VISION REIMBURSEMENT	112.75
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	236.20
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	369.98
CITY EMPLOYEE	VISION REIMBURSEMENT	128.00
CITY EMPLOYEE	VISION REIMBURSEMENT	90.25
CITY EMPLOYEE	HEALTH REIMBURSEMENT	206.57
CITY EMPLOYEE	HEALTH REIMBURSEMENT	89.08
CITY EMPLOYEE	VISION REIMBURSEMENT	808.50
CUMMINS CENTRAL POWER, LLC	CIVIL DEFENSE GENERATOR SERVICE	580.81
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	110.08
DEMCO SOFTWARE	18-19 BRAINHQ SOFTWARE	1,000.00
DISPLAY SALES INC	CHRISTMAS LIGHT BULBS	896.00
EAKES OFFICE PLUS	COPY CHARGES	56.81
ECHO GROUP INC JESCO	CONDUIT	53.40
ED M. FELD EQUIPMENT CO INC	HELMET WITH FACESHIELD	340.00
ENGINEERED CONTROLS, INC	VALVE ACTUATORS	140.80
FASTENAL CO	SCREWS/WASHERS	133.59
FIRST CONCORD GROUP LLC	FLEX FEES	2,688.86
FLOOR MAINTENANCE	PLATES/FOIL/GLAD WRAP/GLOVES/SURFACE CLEANER	213.07
GEMPLER'S INC	NITRILE GLOVES	113.94
GERHOLD CONCRETE CO INC.	CONCRETE BLOCK BUNKERS	9,732.03
GROSSENBURG IMPLEMENT INC	TRACTOR	22,200.00
HASEMANN, SCOTT	FIREHALL DEPOSIT REFUND	200.00
HELENA AGRI-ENTERPRISES, LLC	TRIMEC	44.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	223.72
HOMETOWN LEASING	COPIER LEASES	409.53
HTM SALES INC	LIFT STATION 3 PUMP/SCADA BOARD REPAIR	6,488.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,634.80
INTERSTATE BATTERY SYSTEM	BATTERY	69.95
INTERSTATE INDUSTRIAL SERVICE	CERTIFY/CALIBRATE BACKFLOW GAUGE	289.22
IRS	MEDICARE WITHHOLDING	2,928.28
IRS	FICA WITHHOLDING	12,520.54
IRS	FEDERAL WITHHOLDING	9,416.27
ISLAND SPRINKLER SUPPLY CO	COUPLERS	32.41
JACK'S UNIFORMS	LED BATTERY STICK	59.90
JEO CONSULTING GROUP	SLUDGE DISPOSAL REGULATIONS	175.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KORN, RICHARD	VFD ANNUAL CONFERENCE REIMBURSEMENT	766.52
LINHART CONSTRUCTION, INC.	3RD STREET BRICK PAVING	1,417.50
MADISON CO COURT	BOND	300.00
MONAHAN, PHILLIP	RESCUE CONFERENCE REGISTRATION	396.41
MONTERROSO, IVAN	BUILDING PERMIT DEPOSIT REFUND	100.00
NE DEPT OF ENVIRONMENTAL QUALITY	WASTE WATER OP II	150.00
NE DEPT OF LABOR	CAC BOILER CERTIFICATION	120.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,838.37
NE MUNICIPAL CLERKS ASSOC	MEMBERSHIP DUES	45.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	108.00
NORTHEAST NE INS AGENCY INC	INSURANCE	90.00

NORTHEAST POWER	ELECTRICITY	4,168.00
ODEYS INC	CHALK/DRYING AGENT	503.00
POLICE OFFICERS' ASSOCIATION OF NE	MEMBERSHIP DUES	105.00
PRONUNCIATOR	ANNUAL SUBSCRIPTION	450.00
SEBADE CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	250.00
SELECT APPLIANCE LLC	CLEAN CAC DRYER VENT	79.00
SKARSHAUG TESTING LAB INC	TEST AND CLEAN GLOVES	191.05
STADIUM SPORTING GOODS	EMBROIDERY	22.00
STAPLES, INC	OFFICE SUPPLIES	3.87
STAPLES, INC	OFFICE SUPPLIES	544.66
STATE FARM INSURANCE	SURETY BOND-MP	563.00
STATE NEBRASKA BANK & TRUST	PUBLIC SAFETY BONDS	7,063.75
TOM'S BODY & PAINT SHOP	REPLACE WINDSHIELD	280.00
UNITED HEALTHCARE	HEALTH INSURANCE PREMIUM	38,665.78
US BANK	REGISTRATIONS/PROGRAM SUPPLIES/GASOLINE ETC	3,461.99
VIAERO WIRELESS	CELL PHONE	116.78
WAYNE COMMUNITY SCHOOLS	CAC 1/2 PAGE AD IN YEARBOOK	200.00
WAYNE COUNTY COURT	BONDS	400.00
WESCO DISTRIBUTION INC	JACK JUMPER BYPASS TOOL/METER GRABBER	1,510.84
WISNER WEST	FD GASOLINE	136.29
	Grand Total:	161,588.24

RESOLUTION NO. 2018-58

A RESOLUTION TO ESTABLISH RESIDENTIAL, COMMERCIAL AND SPECIAL USE WATER SERVICES AND USE RATES.

BE IT RESOLVED that the customer service charge shall be a minimum monthly amount based upon the customer's water meter size and the commodity, use rate shall be based upon the amount of water metered each month in thousands of gallons or parts thereof; and

BE IT FURTHER RESOLVED that rural customers shall be charged a customer service charge and commodity rate double the amount of customers in the City; and

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the following Water Service and Use Rates are established for all customers pursuant to the Wayne Municipal Code Section 53.009 (residential and commercial rates) and Section 53.012 (special use water rate):

A. Time period of **January 1, 2019** through **December 31, 2019**:

1. Net Monthly Customer Service Charge

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside (Rural)</u>
3/4" or less	\$ 16.00 20.00	\$ 32.00 40.00
1	22.75 28.50	45.50 57.00
1 1/4	25.50 32.00	51.00 64.00
1 1/2	36.75 46.00	73.50 92.00
2	65.50 81.75	131.00 163.50
3	147.25 184.00	294.50 368.00
4	231.50 289.25	463.00 578.50
6	588.00 735.00	1,176.00 1,470.00

2. Net Monthly Commodity, Use Rate per Thousand Gallons

(a) Inside City	\$1.60 1.75
(b) Outside (Rural)	\$3.20 3.50

3. Withdrawal of Special Use Water from Hydrants

There shall be a combined charge of the minimum monthly customer service charge based upon the size of the water meter for connection and disconnection of the meter to allow withdrawal of special use water from a hydrant additional to the water metered and consumed.

B. Time period of **January 1, 2020** through **December 31, 2020**:

1. Net Monthly Customer Service Charge

<u>Meter Size</u>		<u>Inside City</u>	<u>Outside (Rural)</u>
3/4" or less	\$	20.00 21.50	\$ 40.00 43.00
1		28.50 30.75	57.00 61.50
1 1/4		32.00 34.50	64.00 69.00
1 1/2		46.00 49.75	92.00 99.50
2		81.75 88.25	163.50 176.50
3		184.00 198.75	368.00 397.50
4		289.25 312.25	578.50 624.50
6		735.00 794.00	1,470.00 1,588.00

2. Net Monthly Commodity, Use Rate per Thousand Gallons

(a) Inside City	\$1.70 1.85
(b) Outside (Rural)	\$3.50 3.70

3. Withdrawal of Special Use Water from Hydrants

There shall be a combined charge of the minimum monthly customer service charge based upon the size of the water meter for connection and disconnection of the meter to allow withdrawal of special use water from a hydrant additional to the water metered and consumed.

C. Time period of **January 1, 2021** through **December 31, 2021**:

1. Net Monthly Customer Service Charge

<u>Meter Size</u>		<u>Inside City</u>	<u>Outside (Rural)</u>
3/4" or less	\$	21.50 23.00	\$ 43.00 46.00
1		30.75 33.00	61.50 66.00
1 1/4		34.50 37.00	69.00 74.00
1 1/2		49.75 53.25	99.50 106.50
2		88.25 94.50	176.50 189.00
3		198.75 212.75	397.50 425.50
4		312.25 334.00	624.50 668.00
6		794.00 849.50	1,488.00 1,699.00

2. Net Monthly Commodity, Use Rate per Thousand Gallons

(a) Inside City	\$1.85 1.95
(b) Outside (Rural)	\$3.70 3.90

3. Withdrawal of Special Use Water from Hydrants

There shall be a combined charge of the minimum monthly customer service charge based upon the size of the water meter for connection and disconnection of the meter to allow withdrawal of special use water from a hydrant additional to the water metered and consumed.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after its passage, approval, and posting as required by law, and the rates provided herein shall be applicable with the billing statement received on or about February 1, 2019 (usage from mid-December through mid-January) and every year thereafter.

PASSED AND APPROVED this 6th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2018-59

A RESOLUTION AMENDING SEWER SERVICE AND USE RATES.

BE IT RESOLVED that the customer service charge shall be a minimum monthly amount based upon the customer's water meter size and the commodity use rate shall be based upon the amount of water metered each month in thousands of gallons or parts thereof; and

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the following Sewer Service and Use Rates are established for all customers pursuant to the Wayne Municipal Code Section 54.08 and Section 54.09:

A. Time period of **January 1, 2019** through **December 31, 2019**:

1. Net Monthly Customer Service Charge

<u>Meter Size</u>	<u>Inside City</u>		<u>Outside (Rural)</u>	
3/4" or les	\$ 8.00	10.00	\$16.00	20.00
1	11.75	14.75	23.50	29.50
1 1/4	16.50	20.75	33.00	41.50
1 1/2	22.25	27.75	44.50	55.50
2	37.00	46.25	74.00	92.50
3	80.00	100.00	160.00	200.00
4	138.00	172.50	276.00	345.00
6	307.00	383.75	614.00	767.50

2. Net Monthly Commodity, Use Rate per Thousand Gallons

- (a) Inside City - \$ ~~6.35~~ **\$ 7.62**
- (b) Outside City - ~~\$12.70~~ **\$15.25**

B. Time period of **January 1, 2020** through **December 31, 2020**:

1. Net Monthly Customer Service Charge

<u>Meter Size</u>	<u>Inside City</u>		<u>Outside (Rural)</u>	
3/4" or les	\$10.00	12.00	\$16.00	24.00
1	14.75	17.75	23.50	35.50
1 1/4	20.75	25.00	33.00	50.00
1 1/2	27.75	33.25	44.50	66.50
2	46.25	55.50	74.00	111.00
3	100.00	120.00	160.00	240.00
4	172.50	207.00	276.00	414.00
6	383.75	460.50	614.00	921.00

2. Net Monthly Commodity, Use Rate per Thousand Gallons

- (a) Inside City - \$ 7.62
- (b) Outside City - \$15.25

C. Time period of **January 1, 2021** through **December 31, 2021**:

1. Net Monthly Customer Service Charge

<u>Meter Size</u>	<u>Inside City</u>		<u>Outside (Rural)</u>	
3/4" or les	\$12.00	14.00	\$24.00	28.00
1	17.75	20.75	35.50	41.50
1 1/4	25.00	29.25	50.00	58.50
1 1/2	33.25	39.00	66.50	78.00
2	55.50	65.00	111.00	130.00
3	120.00	140.50	240.00	281.00
4	207.00	242.25	414.00	484.50
6	460.50	538.75	921.00	1,077.50

2. Net Monthly Commodity, Use Rate per Thousand Gallons

- (a) Inside City - \$ 7.62
- (b) Outside City - \$15.25

BE IT FURTHER RESOLVED that all residential rates shall be based on an average of the water usage during the months of December, January, and February; and

BE IT FURTHER RESOLVED that the sewage contribution of a residential user, who has not established an average for the months of December, January and February, shall be charged, based on proven averages, in the following manner:

- Single occupancy - 2,000 gal. per month
- Double or more occupancy - 5,000 gal. per month

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after its passage, approval, and posting as required by law, and the rates provided herein shall be applicable with the billing statement received on or about February 1, 2019 (usage from mid-December through mid-January) and every year thereafter.

PASSED AND APPROVED this 6th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

By: _____
Mayor

ATTEST:

City Clerk

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RESOLUTION NO. 2018-60

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“RILEY’S BUILDING DEMOLITION PROJECT.”**

WHEREAS, three bids were received on October 26, 2018, for the “Riley’s Building Demolition Project;” and

WHEREAS, said bids have been reviewed by City staff; and

WHEREAS, City staff is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Riley’s Building Demolition Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Milo Meyer Construction 1002 Industrial Road Wayne NE 68787	\$36,800.00

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

PASSED AND APPROVED this 6th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

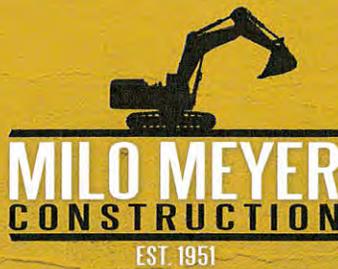
By _____
Mayor

ATTEST:

City Clerk

CITY OF WAYNE	
Riley's Demolition	
Bid Date: October 26, 2018	
BIDDER NAME	AMOUNT
Milo Meyer Construction	\$36,800.00
Kay Contracting, Inc.	\$38,500.00
Robert Woehler & Sons Construction, Inc.	\$149,428.84

◀ **STEVE MEYER** ▶
CELL: 402-369-0283
OFFICE: 402-375-3440



◀ **MARK MEYER** ▶
CELL: 402-369-0284
OFFICE: 402-375-3440

1002 INDUSTRIAL RD. WAYNE, NE 68787

**BID SUBMITTED TO:
THE CITY OF WAYNE
DEMOLITION OF "Riley's"**

Bid Includes:

- a.) Demolition of structure and removal to licensed landfill
- b.) Cost of containers
- c.) Cost of disposal fees at landfill
- d.) Recapturing freon (refrigerant) from AC units and freezers prior to demolition
- e.) Removal of concrete and footings inside curbed area and disposing off-site

Total Bid \$ 36,800.00

NOTE:

EPA regulations require that refrigerant in AC units and freezers be recaptured or a fine of up to \$25,000.00 per day can be assessed.

If you have any questions, please call our office. We look forward to working with you.

Steven B. Meyer
Milo Meyer Construction, Inc.

KAY CONTRACTING, INC.

57655 851st RD, Wayne, NE. 68787 # 402.375.4583
Kevin Kay # 402.833.8315 * Mike Kay # 402.369.3883

City of Wayne
Attn: Betty McGuire, City Clerk
P.O. Box 8
Wayne, NE. 68787

**SCOPE OF WORK @ 113 S. Main St (Riley's) Wayne, NE. to be completed
by April 1, 2019**

INCLUSIONS:

DEMOLISH BUILDING
HAUL DEBRIS TO KGP @ HADAR
DEMO AND REMOVE CONCRETE
BACKFILL FOUNDATION
CAP WATER AND SEWER
REMOVE FREON

EXCLUSIONS:

ASBESTOS REMOVAL

10/26/18 BID TOTAL :

\$ 38,500.00

THANK YOU. WE APPRECIATE YOUR BUSINESS.



Robert Woehler & Sons Construction, Inc.
 123 Fairgrounds Ave.
 Wayne NE 68787

Phone: 402-375-3744
 Fax: 402-833-5363

Bid Proposal For:

10/26/2018

The City of Wayne
 Attn. Betty McGuire
 306 Pearl St
 Wayne, NE 68787

Phone: 402-375-1733

Project: Razing of "Riley's" located at 113 S Main St. Wayne, NE

Item	Description	Estimated		Unit Cost	Sub Totals
		Unit	Quantity		
1	Razing of "Riley's" 113 S Main St Wayne, NE Site to be rough graded, holes will be filled with onsite soil but not compacted , all debris 2" or larger will be removed.	Lump	1	\$149,428.84	\$149,428.84
Total Base Project Cost					\$149,428.84

Schedule of work is to be reviewed, negotiated and approved by all parties or prices may change, Completed by April 1, 2019

Price Does Not Include any other Debris or Hazardous Waste Disposal, work to be done by others and/or billed as extra's

All Quantities are estimated based on info given any addition, subtraction or extra dirt work will adjust total cost.

Owner is responsible for paying any city, engineering, compaction, inspection, state, hazard waste or misc. fees.

Prices include Labor and Material and are good for 30 days. Material Cost will be billed as delivered and payment is due in 10 days. Monthly billings will reflect work completed as project progresses. Payments due within 10 days of billing and final payment is due in full within 10 days of project completion.

I have read the proposal, have received an exact copy, and accept the proposal.
 Please sign one copy and return.

Approved By: _____

Date: _____

Approved By: *[Signature]*
 Bradley J. Woehler Secretary
 Robert Woehler & Sons Construction, Inc

Date: 10/26/18

Thank you for the opportunity to submit this proposal and we look forward to the possibility of working with you on this project. If you have any questions please call. 402-369-0049

B. J. Woehler

RESOLUTION NO. 2018-61

A RESOLUTION ACCEPTING/REJECTING BID ON THE “SOUTHVIEW II – DITCH GRADING PROJECT.”

WHEREAS, one bid was received on November 1, 2018, for the “Southview II – Ditch Grading Project;” and

WHEREAS, the said bid has been reviewed by the City’s engineer on the project, Advanced Consulting Engineering Services (ACES); and

WHEREAS, ACES is recommending that the bid outlined below be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Southview II – Ditch Grading Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Milo Meyer Construction 1002 Industrial Road Wayne NE 68787	\$30,900.00

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

PASSED AND APPROVED this 6th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

SOUTHVIEW II - DITCH GRADING

617-028 WAYNE, NEBRASKA

BID DATE: NOVEMBER 1, 2018 @ 10:00 AM @ WAYNE

BID BOND 5%		BID BOND 5%	
MILO MEYER CONSTRUCTION			
1002 INDUSTRIAL RD			
WAYNE, NE 68787			

EARTHWORK, PAVING, & STORM SEWER IMPROVEMENTS

DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MOBILIZATION	1	JOB	LUMP SUM	\$3,900.00	LUMP SUM	
GRADE DITCH	1	JOB	LUMP SUM	\$27,000.00	LUMP SUM	
SEEDING	0.75	ACRES		\$0.00		\$0.00
TOTAL BASE BID				\$30,900.00	\$0.00	
CONTRACTOR'S ANTICIPATED START DATE				November 30, 2018		
CONTRACTOR'S ANTICIPATED COMPLETION DATE				December 15, 2018		

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RESOLUTION NO. 2018-62

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ADDITIONAL SERVICES FOR THE “WAYNE 2018 PEDESTRIAN CURB RAMP PROJECT.”

WHEREAS, the Wayne City Council previously approved an agreement on March 20, 2018, with JEO Consulting Group, Inc., for professional services for the “Wayne 2018 Pedestrian Curb Ramp Project;” and

WHEREAS, said agreement is being amended to include additional design phase services to be performed by JEO Consulting Group, Inc., for an additional fee of \$11,090, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 1 to the Engineering Agreement is hereby approved and made a part of the original agreement previously entered into with JEO Consulting Group, Inc., on March 20, 2018, for the “Wayne 2018 Pedestrian Curb Ramp Project.”

PASSED AND APPROVED this 6th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



**Amendment No. 1 To Engineering Agreement
JEO Project #180182 – Wayne 2018 Pedestrian Curb Ramps**

REFERENCE:

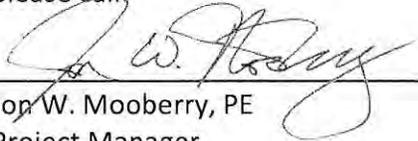
Standard form of Agreement executed April 5, 2018, between Owner and Engineer for professional services for the above referenced project. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT:

The scope of services and fee of the Agreement are amended to include additional design phase services as outlined in Exhibit A1 – Scope of Services. Section 3.01 (B) under Article 3 of the Agreement is hereby amended to include an **additional fee of \$11,090** revising the original Design phase amount from \$30,720 to \$41,810 and original Total Fee from \$59,920 to \$71,010.

The Agreement is also hereby amended to included required clauses and language for CDBG federally funded projects as provided in Exhibit A2.

If acceptable, please sign and return one (1) original to JEO. If you have any questions, please call.



Jon W. Mooberry, PE
Project Manager
JEO Consulting Group, Inc.

10/22/2018

Date

Jill Brodersen
Mayor
City of Wayne

Date

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

PROJECT UNDERSTANDING:

Amendment No. 1 provides for additional design phase services as outlined.

SCOPE OF SERVICES:

1 DESIGN PHASE (REVISED TO INCLUDE)

- 1.1 Incorporated eleven (11) additional sidewalk replacement locations into Final Plans, Specifications, and Contract Documents prior to project letting.
- 1.2 Conduct additional topographic survey for 5 intersection radii along the north side of 3rd St. from Douglas St. to Pearl St. and extending approximately 20 feet along intersecting streets.
 - a. Locate all public/private utilities using One Call Locate Service to mark existing facilities.
 - b. Plot all topography, profiles, and cross sections into CADD Software.
- 1.3 Design curb ramp improvements for 5 intersection radii along the north side of 3rd St. from Douglas St. to Pearl St.
- 1.4 Prepare 60% complete preliminary plan sheets and opinion of cost for Owner review.
- 1.5 Perform an internal quality assurance/quality control (QA/QC) review.
- 1.6 Prepare 90% plan sheets addressing Owner review comments and perform an internal quality assurance/quality control (QA/QC) review.
- 1.7 Prepare final plan sheets for incorporating into current construction contract via change order.

2 SUPPLEMENTAL FEE

2.1 The cost to provide the above-mentioned additional Design Phase Services is estimated at \$11,090.00.

2.2	Tasks	Fee	
	a. Design Phase	<u>\$ 11,090</u>	Lump sum
	Total Estimated Supplemental Fee	\$ 11,090	

2.3 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule (available upon request).

3 TIME FRAME:

3.1 Supplemental Design Phase – 60 days from Notice To Proceed

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**Conflict of Interest 2 CFR §200.318**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

Changes, Amendments, Modifications

The Village/City/County may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Village/City/County and the Consultant shall be incorporated in written amendments to this contract.

Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 2 CFR Part 135.

Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the Village/City/County or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the Village/City/County's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Village/City/County shall request a longer period for record retention. The Village/City/County, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

RESOLUTION NO. 2018-63

A RESOLUTION APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES RELATING TO THE “SANITARY SEWER EXTENSION – SOUTH WINDOM STREET PROJECT.”

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services relating to the “Sanitary Sewer Extension – South Windom Street Project;” and

WHEREAS, a proposal has been requested and received from JEO Consulting Group, Inc., to provide engineering services to extend the sanitary sewer 210 feet; and

WHEREAS, the fee for what is called the “basic services” shall be \$5,500; and

WHEREAS, staff recommendation is to accept the “basic services” fee proposal of JEO Consulting Group, Inc., for said services for the above-named project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the “Scope of Services” for the engineering services for the “Sanitary Sewer Extension - South Windom Street Project” be accepted as recommended, and the Mayor be and she hereby is hereby authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 6th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



November 1, 2018

Joel J. Hansen
Street & Planning Director
City of Wayne
306 Pearl Street
Wayne, NE 683787

RE: Wayne, Nebraska
Sewer Extension
JEO Opp. No. 181910.00

Dear Mr. Hansen:

The following is in response to your request for an estimate for engineering services to extend sanitary sewer 210 feet. As I've indicated in our discussions, the simple nature of this project doesn't mandate full traditional services as requested. Thus I am offering a simple cost plus option for your consideration and the full engineering services as requested.

The simple services are defined in the attached scope but would include enough survey to develop the easement and define a couple of point. The design and profile would be developed by the use of LiDAR which is relatively available. This would rely on some standard JEO details and specifications to obtain a permit and provide the legale description so that the city could obtain the easement. It is assumed city staff could handle the simple negotiation with a couple of contractor and JEO would assist during construction at standard hourly rates as needed. Our fee estimate is as follows:

Fees for Basic Services, included in the Agreement, are:

Design:	\$2,500.00	Hourly Estimate
Survey (Easement only)	<u>\$3,000.00</u>	Hourly Estimate
Total	<u>\$5,500.00</u>	

Should you desire traditional services, our fee would be as follows:

Fees for Basic Services, included in the Agreement, are:

Design:	\$7,900.00	Lump Sum
Bidding:	\$4,000.00	Lump Sum (if needed)
Construction Administration:	<u>\$2,800.00</u>	Lump Sum
Total:	\$14,700.00	Lump Sum

Enclosed is the JEO's standard short form agreement for services on the above referenced project. Please review, and if acceptable, execute and return one (1) original for our files.

The first part is the standard terms that are applicable to the entire agreement. Exhibit A defines the work that JEO expects to perform as part of basic services and examples of the types of work that may be required as additional services along with JEO's fees for services. Attach the appropriate Exhibit A for services level selected.

JEO CONSULTING GROUP INC

308 W. 3rd Street | Suite 1 | Grand Island, Nebraska 68801-5941 | p: 308.381.7428 | f: 308.381.2635
www.jeo.com

Exhibit B defines general conditions of the agreement including the level of insurance provided by JEO.

We propose that Roger Protzman will be JEO's Project Manager on this project. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

This agreement will be open for acceptance for 30 days unless changed by us in writing.

If you have any questions, please contact us at your convenience. JEO is excited about the opportunity to work with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman". The signature is written in a cursive style.

Roger S. Protzman, PE
Project Engineer

Encl.



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between City of Wayne, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Provide services to extend the City's Sanitary Sewer System on South Windom St.. JEO Project # 181910.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

See Attachment A
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

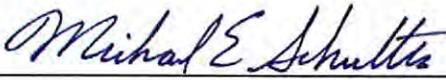
5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Wayne, Nebraska

Engineer: JEO Consulting Group, Inc.



By: _____

By: Michael Schultes

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 11-01-2018

Address for giving notices:

Address for giving notices:

City of Wayne

JEO Consulting Group, Inc.

306 Pearl St.

803 W Norfolk Ave.

Wayne, NE 68787

Norfolk, NE 68701

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless



JEO Consulting Group, Inc.
GENERAL CONDITIONS

and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



EXHIBIT A

SCOPE OF SERVICES

2018 SOUTH WINDOM STREET SEWER EXTENSION
WAYNE, NEBRASKA
JEO Project # 181910

1. Project Description/Assignment:
South Windom Street, Wayne, Nebraska: Engineering, Design, Bidding, and Construction services to extend the city's 8" PVC sanitary sewer main 210 feet per the attached map.
2. Scope of Services
 - I. **Design Phase**
 - A. Provide engineering surveys necessary to obtain and develop an easement document for the sewer. Surveyors also to perform legal research, as necessary, to establish the location of the existing Right of Way lines.
 - B. Plot field data in AutoCAD.
 - C. Sewer main profile to be developed from available LIDAR data.
 - D. Review the survey data in comparison to the sewer main alignment. Prepare a 30% complete set of alignment plan sheet.
 - E. Prepare 60% complete preliminary plans and specifications. Plans to be 11"x17" sheets included with the specification book. Sheets to include:
 - a. Sanitary sewer main plan and profile sheet.
 - b. Detail sheet.
 - H. Utilize standard specifications for project.
 - I. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
 - J. Submit final plans, specifications, and bid documents to the Nebraska Department of Environmental Quality.
 - K. Develop a legal description to be used by the city to obtain an easement for the sewer main.
 - II. **Bidding and Negotiation Phase, if needed**
 - A. To be completed and negotiated by Owner.
 - III. **Construction Phase**
 - A. Any services to be provided at standard hourly rates.
 - IV. **Additional Services Not Included, But Could Be Negotiated If Needed.**
 - A. Schedule and conduct Pre-construction meeting, on site, for the proposed improvements.
 - B. Provide interpretation of the plans and specifications, when necessary.
 - C. Review shop drawings and related data supplied by the Contractor.
 - D. Provide horizontal and vertical control for the project (staking).
 - E. Review Contractor's final payment estimate and provide to Owner and review.
 - F. Consult with and advise Owner during construction.
 - G. Review Geotechnical soil and concrete testing results, as needed. Testing to be paid for by Owner.
 - H. Conduct a final inspection of project with the Contractor and Owner.

EXHIBIT A

- I. Compile record drawings and submit to NDEQ along with notice of completion.
- J. Recommend to the Owner the acceptance of the project, and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents. Final acceptance documentation may be the final pay application.
- K. Floodplain, Corps 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- L. Water main design.
- M. RPR services for construction observation.
- N. Meetings not outlined in the scope of services.
- O. Any other item not outlined in the scope of services.

V. Estimated Time Frame

- A. Design Phase – 45 calendar days from authorization to proceed.
- B. Bidding & Negotiation Phase – 30 to 60 calendar days from date of advertising.
- C. Construction Phase – after construction contract award and during construction.

VI. Fee for Services

Fees for Basic Services, included in the Agreement, are:

Design:	\$2,500.00	Hourly Estimate
Survey (Easement only)	<u>\$3,000.00</u>	Hourly Estimate
Total	\$5,500.00	

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RESOLUTION NO. 2018-64

A RESOLUTION AUTHORIZING THE SALE OF THE CITY OWNED RAILROAD RIGHT-OF-WAY PROPERTY (TAX LOTS 8 AND 9 OF THE VACATED RAILROAD RIGHT-OF-WAY, SECTION 4, T26N, R4, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA) TO _____.

WHEREAS, the City of Wayne is the owner of the following described property, to-wit:

City owned Railroad Right-of-Way property (Tax Lots 8 and 9 of the vacated railroad right-of-way, Section 4, T26N, R4, East of the 6th P.M., Wayne County, Nebraska; and

WHEREAS, there are no current delinquent real estate taxes or special assessments payable to Wayne County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Clerk is directed to prepare an ordinance directing the sale of a tract of land legally described as follows:

City owned Railroad Right-of-Way property (Tax Lots 8 and 9 of the vacated railroad right-of-way, Section 4, T26N, R4, East of the 6th P.M., Wayne County, Nebraska,

to _____, for the sum of \$_____ and other valuable consideration.

PASSED AND APPROVED this 6th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-30

**AN ORDINANCE DIRECTING THE SALE OF THE CITY OWNED RAILROAD
RIGHT-OF-WAY PROPERTY (TAX LOTS 8 AND 9 OF THE VACATED
RAILROAD RIGHT-OF-WAY, SECTION 4, T26N, R4, EAST OF THE 6TH P.M.,
WAYNE COUNTY, NEBRASKA) TO**

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to
_____ a tract of land legally described as:

**City owned Railroad Right-of-Way property (Tax Lots 8 and
9 of the vacated railroad right-of-way, Section 4, T26N, R4,
East of the 6th P.M., Wayne County, Nebraska,**

for the sum of \$1.00 and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 6th day of day of November, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-29

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.026 KEPT CLEAN; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND 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 IX General Regulations, Chapter 91 Streets Sidewalks and other Public Places, of the Municipal Code of Wayne, is hereby amended by adding the following sections:

§91.026 KEPT CLEAN.

(A) *Generally.* It shall be unlawful for any person, business, association, corporation or organization of any kind, who owns, occupies, leases or controls any property within the corporate city limits upon which a sidewalk has been constructed to allow an accumulation of snow, or ice, dirt, or rock, or gravel on said sidewalk abutting said property at any time. In the event of a snow or ice storm said sidewalks shall be cleaned of snow and ice 24 hours after the city completes snow removal of the street adjacent to said sidewalk. Placing snow removed from sidewalks onto the paved portion of any municipal street is prohibited.

(B) *Exceptions.*

(1) In locations where the street surface between the curbs exceeds 40 feet and where the improvements on any such abutting property are located so as to leave the owner nowhere else to place the removed snow; in this exception, the snow or ice needs to be removed within 12 hours of any snowfall necessitating the City Street Department to remove said snow from the public streets, and such snow or ice will be placed **on the paved street not less more** than one foot from the curb line. **In such locations, any area between the sidewalk and the street which has been improved with pavement or pavers and that is not used for parking, shall be considered to be part of the sidewalk.**

(2) (a) If, after proper notice is given, the tenant or property owner, whichever is applicable, fails to remove said snow, or ice, dirt, or rock, or gravel, the city shall cause the removal of said snow, or ice, dirt, or rock, or gravel within three days of the property being posted, or the tenant or owner being personally served, or within five days of such notice being mailed by first class mail. The tenant or property owner will be billed for the costs incurred to remove said snow, or ice, dirt, or rock, or gravel.

(b) If the costs are not paid within two months, the City Clerk shall cause a lien to be placed upon the property in the form of a special assessment.

(2002 Code, § 70-44) (Ord. 2001-31, passed 1-30-2001) Penalty, see § 91.999

Statutory reference:

Related provisions, see Neb. RS 16-663

Section 2. Any other ordinance or parts of ordinance in conflict herewith are repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of November, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-31

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, PROHIBITIONS AND ENFORCEMENT, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, SOUTH OF SEVENTH STREET; 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, Prohibitions and Enforcement, Section 78-13 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-13. Stop sign locations; west of Main Street, south of 7th Street.

(A) Stop signs are established at the following locations in the city:

Donner Pass at the west approach of Nathan Drive
Grainland Road at the north approach of South Maple Street
Grainland Road at the north approach of South Blaine Street
Grainland Road at the north approach of Pheasant Run Road
Main Street at the west approach of West 4th Street
Main Street at the west approach of West 5th Street
Main Street at the west approach of West 6th Street
Main Street at the west approach of West 1st Street
Oak Drive at the west approach of 3rd Avenue
Oak Drive at the east approach of West 3rd Street
Pearl Street at the east and west approaches of West 6th Street
Pearl Street at the east and west approaches of West 5th Street
Pearl Street at the east and west approaches of West 2nd Street
Pearl Street at the east and west approaches of West 3rd Street
Pearl Street at the east and west approaches of West 4th Street
Pheasant Run at the east and west approaches of Grainland Road
Sherman Street at the east and west approaches of West 6th Street South Sherman Street at the west approach of Grainland Road
South Main Street at the west approach of Clark Street

West 1st Street at the north and south approaches of Douglas Street
West 1st Street at the north and south approaches of Lincoln Street
West 1st Street at the north and south approaches of Pearl Street
West 1st Street at the north and south approaches of Sherman Street
West 1st Street at the north approach of Blaine Street
West 3rd Street at the north and south approaches of Douglas Street
West 3rd Street at the north and south approaches of Sherman Street
West 3rd Street at the south approach of Blaine Street
West 3rd Street at the south approach of Wilcliff Drive
West 3rd Street at the north and south approaches of Lincoln Street
West 4th Street at the north and south approaches of Sherman Street
West 5th Street at the north and south approaches of Sherman Street
West 7th Street at the south approach of Pearl Street
West 7th Street at the south approach of Lincoln Street
West 7th Street at the south approach of Douglas Street
West 7th Street at the south approach of Sherman Street
West 7th Street at the south approach of Oak Drive
West 7th Street at the south approach of Donner Pass
West 7th Street at the south approach of Pheasant Run

(B) Except where directed to proceed by a police officer or traffic-control signal, every driver of a vehicle approaching an intersection where a stop is indicated by a stop sign shall stop, which, for the purpose of this section, shall be a completed cessation or movement, at a clearly marked stop line, but if there is no such line, then before entering the crosswalk on the near side of the intersection or, if no crosswalk as indicated, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic from the intersecting roadway before entering the intersection. After having stopped, such driver shall yield the right-of-way to any vehicle which has entered the intersection from another street or which is approaching so closely on such street as to constitute an immediate hazard if such driver moved across or into such intersection.

(C) It shall be unlawful for any person to violate the provisions of this section.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 3. This Ordinance shall be in full force and effect after the passage, approval, and publication or posting as provided by law.

PASSED AND APPROVED this _____ day of _____, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Change Order No. 2

Date of Issuance: October 29, 2018 Effective Date: October 29, 2018
 Owner: City of Wayne Owner's Contract No.:
 Contractor: Woehler & Sons Contractor's Project No.:
 Engineer: Advanced Consulting Engineering Services Engineer's Project No.: 617-022
 Project: 2nd Street Storm Sewer Improvements Contract Name:

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

Description: Construct 10" PCC NDOR type 47B
 Adjust manhole to grade

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>384,910.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>19,616.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>404,526.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<u>Increase of this Change Order:</u> \$ <u>4,087.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>408,613.50</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

By: <u>[Signature]</u> Engineer (if required)	RECOMMENDED:	By: _____ Owner (Authorized Signature)	ACCEPTED:	By: <u>[Signature]</u> Contractor (Authorized Signature)	ACCEPTED:
Title: _____		Title: _____		Title: <u>Secretary</u>	
Date: <u>10-01-2018</u>		Date: _____		Date: <u>11/1/18</u>	



Date of Issuance: October 29, 2018	Effective Date: October 29, 2018
Owner: City of Wayne	Owner's Contract No.:
Contractor: <u>Woehler & Sons</u>	Contractor's Project No.:
Engineer: Advanced Consulting Engineering Services	Engineer's Project No.: 617-022
Project: <u>2nd Street Storm Sewer Improvements</u>	Contract Name:

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

Description: Install Deeter 2045 Curb Grate Inlet
Lower 36" RCP to get under Water Main

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>384,910.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>23,703.50</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>408,613.50</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<u>Increase of this Change Order:</u> \$ <u>4,164.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>5 Days</u> Ready for Final Payment: <u>5 Days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>412,777.50</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title <u>Secretary</u>
Date: <u>11-01-2018</u>	Date _____	Date <u>11/1/18</u>



Contractor's Application For Payment No. 4

To (Owner):	City of Wayne	Application Period:	October 29, 2018
Project:	2nd Street Storm Sewer Imp	From (Contractor):	Wobler & Sons
Owner's Contract No.:		Contract:	
		Contractor's Project No.:	617-022
		Via (Engineer):	Advanced Consulting Engineering Services
		Engineer's Project No.:	617-022

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders Number	Additions	Deductions	
1	\$19,616.00		
2	\$4,087.50		
3	\$4,164.00		
TOTALS			
	\$27,867.50		\$0.00
NET CHANGE BY CHANGE ORDERS			\$27,867.50

1. ORIGINAL CONTRACT PRICE \$ 384,910.00
2. Net change by Change Orders \$ 27,867.50
3. CURRENT CONTRACT PRICE (Line 1 +/- 2) \$ 412,777.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 426,967.50
5. RETAINAGE:

a. 10.00%	% x \$ 426,967.50	Work Completed	\$ 42,696.75
b.	% x \$	Stored Material
c. Total Retainage (Line 5a + Line 5b)			\$ 42,696.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 384,270.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 307,292.21
8. AMOUNT DUE THIS APPLICATION \$ **76,978.54**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 28,506.75

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner, at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$76,978.54
 (Line 8 or other - attach explanation of other amount)

is recommended by: [Signature] (Date) 11-2-18

Payment of: \$76,978.54
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

By: [Signature] Date: 11/1/18

PROJECT: CITY OF WAYNE - 2ND STREET STORM SEWER IMPROVEMENTS
 ACES #: 617-022
 CONTRACTOR: WOEHLER & SONS
 PAY APPLICATION #: 4
 DATE: October 29, 2018

2ND STREET STORM SEWER IMPROVEMENTS						WORK COMPLETED (CONSTRUCTED QUANTITY)			
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	COMPLETED TO DATE (QTY)	COST TO DATE
1	36" RCP CLASS III STORM SEWER	871	L.F.	\$110.00	\$95,810.00	903		903	\$99,330.00
2	18" RCP CLASS III STORM SEWER	112	L.F.	\$55.00	\$6,160.00	0	112	112	\$6,160.00
3	8" OPEN THROAT INLET	1	EACH	\$6,500.00	\$6,500.00	1		1	\$6,500.00
4	CONSTRUCT JUNCTION BOX TYPE "A"	6	EACH	\$4,500.00	\$27,000.00	5		5	\$22,500.00
5	CONSTRUCT JUNCTION BOX TYPE "B"	1	EACH	\$5,000.00	\$5,000.00	1		1	\$5,000.00
6	CONSTRUCT AREA INLET	2	EACH	\$6,000.00	\$12,000.00	0	2	2	\$12,000.00
7	CONNECT TO EXISTING STORM SEWER	10	EACH	\$400.00	\$4,000.00	8	2	10	\$4,000.00
8	CONSTRUCT 8" THICK PC CONCRETE PAVING NDOR TYPE 47B	2112	S.Y.	\$74.00	\$156,288.00	1886.5	141	2027.5	\$150,035.00
9	CONSTRUCT BRICK PAVING	463	S.Y.	\$130.00	\$60,190.00	374.89	200.11	575	\$74,750.00
10	REMOVE EXISTING PAVING	1044	S.Y.	\$5.00	\$5,220.00	1786.89	361.71	2148.6	\$10,743.00
11	REMOVE BRICK PAVING	441	S.Y.	\$8.00	\$2,648.00	616.44	-41.44	575	\$3,450.00
12	REMOVE EXISTING RCP	262	L.F.	\$8.00	\$2,096.00	242	87	329	\$2,632.00
13	REMOVE EXISTING JUNCTION BOX	2	EACH	\$500.00	\$1,000.00	2		2	\$1,000.00
14	REMOVE EXISTING INLET	2	EACH	\$500.00	\$1,000.00	2		2	\$1,000.00
TOTAL BASE BID					\$384,910.00				\$399,100.00

CHANGE ORDER #1 MISCELLANEOUS ADDS					
CO 1	CONSTRUCT 10" PCC NDOR TYPE 47B	83.6	S.Y.	\$85.00	\$7,106.00
	ADJUST MANHOLE TO GRADE	6	EACH	\$300.00	\$1,800.00
	6" PCC SIDEWALK	280	S.F.	\$10.00	\$2,800.00
	6" PCC DRIVEWAY & GAS VALVE PAD	113	S.Y.	\$70.00	\$7,910.00
TOTAL PRICE CHANGE ORDER #1					\$19,616.00

CHANGE ORDER #2 MISCELLANEOUS ADDS					
CO 2	CONSTRUCT 10" PCC NDOR TYPE 47B	37.5	S.Y.	\$85.00	\$3,187.50
	ADJUST MANHOLE TO GRADE	3	EACH	\$300.00	\$900.00
TOTAL PRICE CHANGE ORDER #1					\$4,087.50

CHANGE ORDER #3 MISCELLANEOUS ADDS					
CO 3	INSTALL DEETER 2045 CURB GRATE INLET	2	EACH	\$735.00	\$1,470.00
	LOWER 36" RCP-GET UNDER WATER MAIN	1	LUMP	\$2,694.00	\$2,694.00
TOTAL PRICE CHANGE ORDER #1					\$4,164.00

CO	TOTAL PRICE CHANGE ORDER # (see above right)	\$0.00
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TOTAL CONTRACT PRICE	\$384,910.00
NET CHANGE BY CHANGE ORDERS	\$27,867.50
CURRENT CONTRACT PRICE	\$412,777.50
TOTAL COMPLETED AND STORED TO DATE	\$426,967.50
RETAINAGE	\$42,696.75
AMOUNT ELIGIBLE FOR PAYMENT	\$384,270.75
LESS PREVIOUS AMOUNT PAID	\$307,292.21
AMOUNT DUE THIS APPLICATION	\$76,978.54
BALANCE TO FINISH (INCLUDING RETAINAGE)	\$28,506.75



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:	November 1, 2018
		APPLICATION DATE:	October 31, 2018
		APPLICATION NO.:	#7

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>-33,410.00</u>
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$ <u>535,590.00</u>
4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet)	\$ <u>351,134.00</u>
5. RETAINAGE:	
a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet)	\$ <u>35,116.00</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>35,116.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$ <u>316,018.00</u>
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ <u>250,167.00</u>
8. CURRENT PAYMENT DUE	\$ <u>65,851.00</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ <u>219,572.00</u>

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

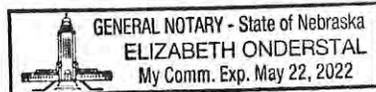
Application for Payment is to be received by the Architect no later than the last day of the month, and the Owner shall make payment to the Contractor no later than the last day of the following month.

CONTRACTOR: OCC Builders LLC.

By: [Signature] Date: 10/31/18

State of: Nebraska
County of: Wayne

Subscribed and sworn to before me this 31 day of October



Notary Public: Elizabeth Onderstal
My Commission expires: May 22, 2022

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:

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

By: _____ Date: _____

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: November 1, 2018
 APPLICATION DATE: October 31, 2018
 APPLICATION NO.: #7

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)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
	General Conditions & Project Start-Up	16,800	10,416	1,980	0	12,396	74%	4,404	1,240
	Soils Testing	1,150	0	0	0	0	0%	1,150	0
	Concrete Foundations, Walls, & Waterproofing	24,800	24,800	0	0	24,800	100%	0	2,480
	Backfilling & Drain Tile	3,705	3,705	0	0	3,705	100%	0	371
	Rigid Insulation at Foundation Walls	2,070	2,070	0	0	2,070	100%	0	207
	Concrete Floor Slab	11,640	11,640	0	0	11,640	100%	0	1,164
	Concrete Stoop & Sidewalk Site Paving	23,000	1,895	5,300	0	7,195	31%	15,805	720
	Brick Masonry	5,730	0	0	0	0	0%	5,730	0
	Demolition, Rework, & Infill	26,720	26,720	0	0	26,720	100%	0	2,672
	Wall Framing & Sheathing	16,385	16,385	0	0	16,385	100%	0	1,639
	Floor Framing & Sheathing	23,380	23,380	0	0	23,380	100%	0	2,338
	Roof & Canopy Framing & Sheathing	33,510	33,510	0	0	33,510	100%	0	3,351
	Asphalt Shingle Roofing	10,600	10,600	0	0	10,600	100%	0	1,060
	Cement Board Soffit & Fascia	11,750	5,360	1,280	0	6,640	57%	5,110	664
	Foil Faced Insulation Sheathing	6,815	6,815	0	0	6,815	100%	0	682
	Cement Board Siding	19,460	9,120	7,830	0	16,950	87%	2,510	1,895
	Gutters & Downspouts	3,105	0	0	0	0	0%	3,105	0
	Treated Wood Deck	20,400	8,905	0	0	8,905	44%	11,495	891
	Insulation	6,600	5,390	1,210	0	6,600	100%	0	660
	Drywall	27,560	0	27,560	0	27,560	100%	0	2,756
	Aluminum Entrées	18,650	18,650	0	0	18,650	100%	0	1,865
	Aluminum Windows	16,490	16,490	0	0	16,490	100%	0	1,649
	Basement Door, Frame, & Hardware	2,690	0	0	0	0	0%	2,690	0
	Interior Millwork (Doors, Hardware, Casing, Base, Borrowlites)	21,100	0	9,185	0	9,185	44%	11,915	919
	Cabinetry (Bar, Kitchen, Sinks, Etc.)	30,040	0	4,520	0	4,520	15%	25,520	452
	Painting, Staining, Joint Sealants	28,260	0	0	0	0	0%	28,260	0
	Finish Flooring	12,980	12,980	0	0	12,980	100%	0	1,298
	Toilet Partitions & Accessories	4,230	0	0	0	0	0%	4,230	0
	Electrical	90,695	34,860	18,340	0	53,190	59%	37,505	5,319
	Plumbing & Site Utilities	20,690	7,230	2,223	0	9,453	46%	11,237	945
	HVAC	27,995	16,440	2,900	0	19,340	69%	8,655	1,934
	ORIGINAL CONTRACT AMOUNT	569,000	307,351	82,328	0	389,679	68%	179,321	38,971
	CHANGE ORDERS								
OCO 1	(Items #1-#10)								
1	Credit Exterior & Interior Painting Labor Only	(12,240)	0	0	0	0	0%	(12,240)	0
2	Credit Shingle Roofing Labor Only	(3,530)	(3,530)	0	0	(3,530)	100%	0	(353)
3	Delete 1" Foil Faced Insulation at Perimeter	(6,815)	(6,815)	0	0	(6,815)	100%	0	(682)
4	Redesign Aluminum Entry Door Systems & Hardware Changes	(3,130)	(3,130)	0	0	(3,130)	100%	0	(313)
5	Change Siding to 7" Reveal in Lieu of 4" Reveal	(2,900)	0	(2,900)	0	(2,900)	100%	0	(290)
6	Delete Prante Style Grids in Windows	(860)	(860)	0	0	(860)	100%	0	(86)
7	Delete Oak Ceiling Trims at Coffers	(4,510)	0	(4,510)	0	(4,510)	100%	0	(451)
8	Change 1x Oak Trims to Heritage Style Oak Trims	(1,750)	0	(1,750)	0	(1,750)	100%	0	(175)
9	Delete 2" Rigid Insulation at Poured Concrete Walls in Basement	(2,070)	(2,070)	0	0	(2,070)	100%	0	(207)
10	Delete Finish Flooring Material & Labor Throughout	(12,980)	(12,980)	0	0	(12,980)	100%	0	(1,298)
OCO 2	Change Basement Floor Height & North Poured Foundation Wall	No Change	No Change	0	0	0	0%	0	0
OCO 3	Redesign Restroom Layouts	No Change	0	0	0	0	0%	0	0
OCO 4	Composite Decking & Aluminum Railing Upgrade	17,375	0	0	0	0	0%	17,375	0
	SUB-TOTAL CHANGE ORDERS	(33,410)	(29,385)	(9,160)	0	(38,545)	115%	5,135	(3,855)
	ADJUSTED CONTRACT AMOUNT PER CHANGE ORDERS	535,590	277,966	73,168	0	351,134	66%	184,456	35,116