

AGENDA
CITY COUNCIL MEETING
December 18, 2018

(Amended: 12/17/18)

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 – December 4, 2018](#)
4. [Approval of Claims](#)
5. [Action on Mayoral Councilmember appointment for Ward 3](#)
6. [Swearing in of Newly Elected Councilmember Chris Woehler, Ward 1, and the appointed Councilmember for Ward 3](#)
7. [Presentation by Northeast Nebraska Insurance Agency on 2019 Property & Casualty Insurance Package and action to approve the same – Cap Peterson](#)

Background: A breakout and history of our property insurance/liability coverage and costs is included in the packet. Cap will be at the meeting to discuss details and answer questions.

8. [Presentation by the State of Nebraska Department of Economic Development for Certified Community, Lyndsy Jenness](#)
9. [Public Hearing: To consider a business loan from its Revolving Loan Fund – Talon Capital, LLC. The total project cost is \\$250,000. Funding includes bank financing and Small Business Administration financing, Northeast Nebraska Economic Development CDBG funding of \\$250,000, and owner's equity. The project involves the acquisition of the existing manufacturing business, Fyre-Tec, Inc., located at 701 Centennial Road in Wayne.](#)

Background: Talon Capital, LLC, wants to purchase the assets of the existing manufacturing business, Fyre-Tec, Inc., located at 701 Centennial Road. Fyre-Tec is a d/b/a tradename for Talon Capital. Talon Capital is requesting that the City of Wayne provide a loan in the amount of \$250,000 for the purchase of these assets.

10. [Resolution 2018-71: Approving CDBG loan for Talon Capital, LLC, for the acquisition of the existing manufacturing business, Fyre Tec, Inc., located at 701 Centennial Road in the amount of \\$250,000](#)

11. [Resolution 2018-72: Establishing a Schedule of Electric Rates](#)

Background: The following resolution will establish a schedule of electric rates as per the recommendations of Andrew Ross, the Director of the Nebraska Municipal Power Pool, that were given at his presentation on the electric cost-of-service study he prepared on behalf of the City of Wayne. The increase is around 4.3%, which would, through 2023, increase the net operating income and hit the cash balance target. The majority of the increase is on the customer service charge. In addition, because he thought Wayne's rates were too seasonal, he narrowed the discrepancy between the summer and winter rates. These rates would be implemented with the usage from April 15th through May 15th, and the bill that goes out June 1st.

12. [Ordinance 2018-33: Adopting Electrical Interconnection Standards, Procedures, Agreements, Charges and Fees](#)

Background: The City has worked with Nebraska Municipal Power Pool (NMPP) to create a policy to allow electric customers to interconnect to our power grid. The purpose of this document is to establish standards for the interconnection and operation of a customer-owned renewable electric generator to work in parallel with the City's system. Key components of this include technical requirements to connect to our grid, certification to ensure the connections are made correctly, cost allocations to system upgrades, and applications costs. NMPP is still working on the avoided cost rate that the City would pay for excess energy generated by a customer-owned generator.

13. [Resolution 2018-73: Approving Capacity Purchase Agreement between the City of Wayne, Northeast Nebraska Public Power District, and Big Rivers Electric Corporation](#)

Background: The City's contract with Big Rivers Electric Corporation (BREC) allows for 15% of our energy to come from renewable sources. The City used this 15% (or very close to it) on the Cottonwood wind farm. BREC provides the capacity to firm up our load (by entering into a capacity agreement with the City). Northeast must provide their own capacity for their irrigation load as BREC is not providing that. Cottonwood has capacity that is now being allocated to their off-takers. For the City, this amounts to 836 kW. Northeast is offering \$1.25 per kW or \$1,045 per month; annual total would be \$12,540. This amount would be passed through as a credit on our monthly BREC invoice (as BREC would collect from Northeast).

14. [Ordinance 2018-34: Approving Amendment No. 3 between Big Rivers Electric Corporation and the City of Wayne](#)

Background: BREC is proposing to extend our capacity purchase agreement for the life of our power contract. They are willing to pay \$2.00 for the first 4 years (2019-2022) and pay \$2.25 for the remaining 4 years (2023-2026). Currently, we have an agreement that they would pay \$1.50 for 2019 only. The other change to the

amendment notes that the City will test our meters in conformance with NPPD and/or the SPP.

15. [Resolution 2018-74: Approving Integrated Resource Plan](#)

Background: Any electric customer that takes power from the Western Area Power Administration (WAPA) is required by Federal law to be included in an integrated resource plan (IRP). The City has been covered by NPPD's IRP over the years since they placed our generation capacity in their IRP. Since NPPD no longer (after December 31, 2018) has our capacity, the City has to have its own IRP. City staff put this draft together for Council approval; we have included WSC in this as well so they do not have to file their own. The City will then submit the same to WAPA for consideration.

16. [Resolution 2018-75: Accepting the work on the "Electric Distribution – Meter Cutover for the West Inner and East Inner Conversion Project" and authorizing final payment of \\$8,521.02 to Klein Electric, Inc.](#)

Background: This project is now complete as per the contract documents and DGR Engineering, the engineer's on the project, and ready for acceptance and final payment to the contractor, Klein Electric, Inc.

17. [Resolution 2018-76: Accepting work on the "4th Street Paving Project"](#)

Background: This project is now complete as per the contract documents and McLaury Engineering, Inc., the engineer's on the project, and ready for acceptance. At one of the January meetings, we will bring forward a resolution setting the Board of Equalization hearing in which to hear objections and equalize assessments proposed to be levied in both the street and sanitary sewer improvement/extension districts.

18. [Resolution 2018-77: Approving Amendment No. 1 to the Lottery Contractor Agreement between the City of Wayne and Advanced Gaming Technologies, Inc. for 5 years](#)

Background: In December, 2013, the City approved a 5-year contract with Advanced Gaming Technologies, Inc. The same is now up for renewal. They are proposing a 5-year extension per Addendum No. 1. Staff has visited with the owner of the establishment that conducts Keno and he is agreeable to the 5-year extension.

Staff Recommendation: Staff recommendation is to approve Addendum No. 1 extending the contract with Advanced Gaming Technologies, Inc., for 5 years.

19. [Resolution 2018-78: Approving Amendment No. 7 to Communication Tower and Real Estate Lease Agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless](#)

20. [Ordinance 2018-35: Amending Wayne Municipal Code Title VII, Chapter 78 Snow Plow Alert](#)

Background: This ordinance is amended to change the wording from “Snow Plow Alert” to “Snow Emergency” and “snow or winter weather emergency.”

21. [Ordinance 2018-36: Amending Wayne Municipal Code Title IX General Regulations, Section 78-237 Streets to be kept clean](#)

Background: The current ordinance makes it unlawful to place snow (and other items) upon the street, a sidewalk, or any other public place. The area between the street and sidewalk would be a public place, but the past few years there has not been enforcement of this ordinance. After the large 16" snow last January, it was obvious this has created a problem, as there was literally no place to push the snow off the street as some of those areas had piles from previous snows that were put there by private contractors clearing driveways and parking lots. We even had one contractor filling a dead end street to a height of over 8' up to the curb line of Vintage Hill Drive. We also had commercial lots where the entire parking lot was pushed out onto the State ROW and made it impossible to see coming out of streets, driveways, and alleys. Discussion at the time between city staff and our attorney was the vagueness of public place needing to be better defined as to what is acceptable and what is not. There is a photo in the packet showing what happens when snow is pushed across the street from a private drive.

Recommendation: The recommendation of City Staff is to approve the additional language which clarifies where snow can be placed and where it cannot be placed. This will alleviate complaints from neighbors about snow being placed in front of their house from other properties and allow space for city crews to plow the streets when the snow accumulates to larger quantities.

22. [Action on Change Order No. 1 for the “Ditch Grading Project” identifying “exclusions” to the Contract with Milo Meyer Construction](#)

Background: This change order identifies the exclusions for this project, which are as follows:

- Any silt Fence
- Any bale checks
- Any seeding
- Any SWPPP

23. [Action on Change Order No. 2 for the “Ditch Grading Project” for a decrease of \\$10,300 to Milo Meyer Construction](#)

24. [Action on Pay Estimate No. 1 \(Final\) for the “Ditch Grading Project” in the amount of \\$20,600 to Milo Meyer Construction](#)

Background: This project is now complete as per the contract documents and Advanced Consulting Engineering Services, the engineer’s on the project.

25. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
December 4, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, December 4, 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, Matt Eischeid, and Nick Muir; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 22, 2018, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

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

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, to approve the minutes of the meeting of November 20, 2018, and to waive the reading thereof. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, se, 875.00; AMERITAS, SE, 122.05; AMERITAS, SE, 65.01; AMERITAS, SE, 2582.46; AMERITAS, SE, 72.00; APPEARA, SE, 176.43; BENSCOTER INC, RE, 250.00; BENSCOTER INC, RE, 250.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1165.50; CENTURYLINK, SE, 419.63; CITY EMPLOYEE, RE, 29.20; CITY EMPLOYEE, RE, 550.59; CITY EMPLOYEE, RE, 386.11; CITY EMPLOYEE, RE, 65.44; CITY EMPLOYEE, RE, 50.79; CITY OF WAYNE, PY, 84362.32; COLONIAL RESEARCH, SE, 120.90; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00;

DEARBORN NATIONAL LIFE, SE, 110.08; DGR & ASSOCIATES, SE, 395.00; ED M. FELD EQUIPMENT, SU, 427.85; ELLIS HOME SERVICES, SE, 313.56; FIRST CONCORD GROUP, SE, 2688.86; FLOOR MAINTENANCE, SU, 369.95; GERHOLD CONCRETE, SU, 790.14; GFOA, FE, 170.00; KATELYN DAVIS-GREEK COUNCIL, RE, -200.00; GREEK COUNCIL AUDITORIUM REFUND DEPOSIT, RE, 200.00; HABITAT FOR HUMANITY, RE, 250.00; HILAND DAIRY, SE, 81.30; ICMA, SE, 9769.77; IRS, TX, 14177.52; IRS, TX, 9784.99; IRS, TX, 3315.72; JEO CONSULTING GROUP, SE, 3130.00; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; LAQUINTA INNS & SUITES, SE, 659.70; MCLAURY ENGINEERING, SE, 5832.50; MILLER LAW, SE, 5259.73; NE DEPT OF REVENUE, TX, 3985.69; NNEDD, SE, 150.00; NNEDD, SE, 701.98; PCAN, FE, 50.00; QC FOUNDATION REPAIR, RE, 200.00; RESCO, SU, 529.41; ROBERT WOEHLE & SONS, SE, 28506.75; ROSE EQUIPMENT, SU, 3093.57; STATE NEBRASKA BANK & TRUST, RE, 4625.00; ULINE, SU, 407.78; UNITED HEALTHCARE, SE, 38665.78; VIAERO, SE, 26.73; WAED, SE, 100.00; WAED, SE, 7871.00; WISNER WEST, SU, 342.06; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 5750.00; AMERICAN BROADBAND, SE, 2506.88; BLACK HILLS ENERGY, SE, 1446.93; BUGS BOWS, SU, 540.50; CDW GOVERNMENT, SU, 3530.54; CERTIFIED TESTING SERVICES, SE, 37.00; CITY EMPLOYEE, RE, 117.71; DAVE'S DRY CLEANING, SE, 48.00; DUTTON-LAINSON, SU, 609.90; ELLIS HOME SERVICES, SE, 105.00; FLOOR MAINTENANCE, SU, 201.99; GILL HAULING, SE, 237.50; GROSSENBURG IMPLEMENT, SU, 115.87; HAWKINS, SU, 2611.00; HEIKES AUTOMOTIVE, SE, 401.25; HILAND DAIRY, SE, 88.77; HOMETOWN LEASING, SE, 409.53; INGRAM LIBRARY SERVICES, SU, 640.22; MARCO, SE, 126.36; MATHESON-LINWELD, SU, 57.83; MONAHAN, PHILLIP, SE, 250.00; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 25865.28; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 232083.81; NORTHEAST POWER, SE, 5428.00; ONE CALL CONCEPTS, SE, 35.82; O'REILLY AUTOMOTIVE STORES, SU, 17.98; PLUNKETT'S PEST CONTROL, SE, 41.60; QUALITY FOOD CENTER, SU, 9.64; ROBERT WOEHLE & SONS, SE, 1500.00; SKARSHAUG TESTING LAB, SE, 191.05; STADIUM SPORTING GOODS, SU, 84.00; STAPLES, SU, 43.48; TYLER TECHNOLOGIES, SE, 200.00; US FOODSERVICE, SU, 1071.68; WAYNE COUNTY CLERK, SE, 2915.22; WRECK-AMENDED TOWING & RECOVERY, SE, 450.00; ZACH HEATING & COOLING, SU, 92.00

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

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

This being the time for the new Mayor and new Council to organize, and Cale Giese having qualified for Mayor, and Matt Eischeid, Jason Karsky and Jill Brodersen having qualified for Councilmembers of the 2nd, 3rd and 4th Wards respectively, City Attorney Amy Miller presented the oaths of office to Cale Giese, Matt Eischeid, Jason Karsky and Jill Brodersen.

Council then reconvened the regular meeting.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, to nominate Jill Brodersen as President of Council. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese then presented a plaque to outgoing Councilmember Greve in appreciation of his valued contributions made to the City of Wayne as Councilmember from 2013-2018, and also to Councilmember Muir for his valued contributions made to the City of Wayne as Councilmember – Ward 1 from December 2012 to June 2017, and Councilmember – Ward 4 from May 2018 to December 2018.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, declaring a “Notice of Vacancy” in Ward 3 and authorizing the City Clerk to publish notice. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would amend the Wage and Salary Schedule by including a 2% cost of living increase that was approved in the budget. This would be effective January 1, 2019.

Councilmember Eischeid introduced Resolution No. 2018-67 and moved for its approval; Councilmember Brodersen seconded the motion.

RESOLUTION NO. 2018-67

A RESOLUTION AMENDING THE WAGE AND SALARY SCHEDULE.

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

Joel Hansen, Street and Planning Director, presented the updated Snow Removal and Ice Control Operations Policy Manual. The last update was in 1997. The original policy was established in 1979. Mr. Hansen stated that some of the snow ordinances were changed to Snow Plow Alert a few years ago. He thought that was confusing to people. He would like to see that

ordinance be brought back to change that language back to be consistent with what other towns are doing – Snow Emergency. In addition, Mr. Hansen wanted to clarify and bring forward an ordinance prohibiting the public from pushing private snow onto public right-of-way.

Councilmember Sievers introduced Resolution No. 2018-68 and moved for its approval; Councilmember Buck seconded the motion.

RESOLUTION NO. 2018-68

A RESOLUTION ADOPTING THE CITY OF WAYNE SNOW REMOVAL AND ICE CONTROL OPERATIONS POLICY MANUAL.

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

The following Resolution would approve the formal contract between the City and the Nebraska Department of Economic Development regarding CDBG 16-CD-208. The City was notified on November 14th that it was awarded up to \$475,000 to be used for improvements – design and replacement of pavement, curb and gutters, and storm sewer improvements to Nebraska Street, between 2nd Street and 7th Street. Local matching funds of 25% and 25% in leveraged funds will be provided by the City. This project has to be completed by the fall of 2020.

Councilmember Sievers introduced Resolution No. 2018-69 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2018-69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 16-CD-208 BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT.

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

City Attorney Miller stated the following Resolution would approve the Interlocal Agreement with the Village of Carroll for building inspection services for 2019.

Councilmember Sievers introduced Resolution No. 2018-70 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2018-70

A RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH THE VILLAGE OF CARROLL, NEBRASKA, FOR BUILDING INSPECTION SERVICES (2019).

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

A pay request (No. 8) has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$60,769.00. The architect on the project has approved the same.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Pay Application No. 8 for \$60,769.00 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

John Zwingman with Advanced Consulting Engineering Services was present to explain Change Order No. 5 for the “2nd Street Storm Sewer Improvement Project.” It represents an increase of \$18,250.00 to Robert Woehler & Sons Construction Company, Inc. This change order finalizes out the quantities that were installed in the field on this project and takes into account the unknowns that were encountered in this project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving Change Order No. 5 for the “2nd Street Storm Sewer Improvement Project” in the amount of \$18,250.00 to Robert Woehler & Sons Construction Company, Inc. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mr. Zwingman then presented Contractor's Application for Payment No. 6 (Final) for the "2nd Street Storm Sewer Improvement Project" for \$18,250.00 to Robert Woehler & Sons Construction Company, Inc.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving Contractor's Application for Payment No. 6 (Final) for \$18,250.00 to Robert Woehler & Sons Construction Company, Inc., for the "2nd Street Storm Sewer Improvement Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the following appointments to the Community Redevelopment Authority: Cale Giese, Mayor – term would expire 12/22; Jill Brodersen, Council Representative, to fill the unexpired term of Cale Giese – term would expire 12/19; and the reappointment of Mark Lenihan, Wayne School Superintendent – term would expire 12/22.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the following appointments to the Community Redevelopment Authority: Cale Giese, Mayor – term would expire 12/22; Jill Brodersen, Council Representative, to fill the unexpired term of Cale Giese – term would expire 12/19; and the reappointment of Mark Lenihan, Wayne School Superintendent – term would expire 12/22. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the appointment of Councilmembers Buck, Eischeid and Brodersen to the Audit Committee.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, approving the appointment of Councilmembers Buck, Eischeid and Brodersen to the Audit Committee. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

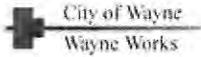
Mayor Giese requested Council consideration to the appointment of Councilmember Karsky to the Police Retirement Committee.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving the appointment of Councilmember Karsky to the Police Retirement Committee. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the appointment of Councilmembers Buck and Brodersen to the Wayne Area Economic Development Board.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Councilmembers Buck and Brodersen to the Wayne Area Economic Development Board. Mayor Giese 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 Eischeid, to adjourn the meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:11 p.m.



Vendor	Payable Description	Payment Total
AMERITAS LIFE INSURANCE	AMERITAS ROTH	70.74
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	98.46
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,495.76
APPEARA	LINEN & MAT SERVICE	90.71
BARONE SECURITY SYSTEMS	AUDITORIUM QUARTERLY INSPECTION/MONITORING FEE	144.00
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	500.00
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
BMI	RADIO LICENSE FEE	314.10
BOMGAARS	CONNECTORS/GLOVES/BOOTS/HEATER	1,132.78
BORDER STATES INDUSTRIES, INC	PHOTO CELL BULBS	548.38
BOURELLE MARTIAL ARTS	AUDITORIUM DEPOSIT REFUND	130.00
CARHART LUMBER COMPANY	PLYWOOD/CONDUIT/BATTERIES/SEALANT	150.62
CITY EMPLOYEE	VISION REIMBURSEMENT	114.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	107.78
CITY EMPLOYEE	VISION REIMBURSEMENT	190.00
CITY EMPLOYEE	VISION REIMBURSEMENT	114.36
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	786.48
CITY EMPLOYEE	BUILDING PERMIT DEPOSIT REFUND	100.00
CITY OF WAYNE	PAYROLL	72,038.95
CITY OF WAYNE	UTILITY REFUNDS FROM 11-30-18	612.43
CITY OF WAYNE	UTILITY REFUNDS	452.60
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	393.75
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	14,062.92
CUMMINS CENTRAL POWER, LLC	GENERATORS SERVICE MAINTENANCE	1,279.20
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,381.60
EASYPERMIT POSTAGE	POSTAGE	924.07
ED M. FELD EQUIPMENT CO INC	BATTERY	33.50
FAITH REGIONAL PHYSICIAN SERV.	DOT PHYSICAL	100.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	326.67
GOVERNMENTAL ACCOUNTING	GASB SUBSCRIPTION	278.00
GROSSENBURG IMPLEMENT INC	AIR/FUEL/OIL FILTERS	427.49
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	86.65
HUGH & PHYLLIS O'BRIEN	ENERGY INCENTIVE	500.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,413.27
INGRAM LIBRARY SERVICES	BOOKS	652.26
INTERSTATE BATTERY SYSTEM	BATTERY	99.97
IRS	FICA WITHHOLDING	12,535.42
IRS	FEDERAL WITHHOLDING	9,652.45
IRS	MEDICARE WITHHOLDING	2,931.64
IRS	MEDICARE WITHHOLDING	4.30
IRS	FICA WITHHOLDING	18.36
ISLAND SPRINKLER SUPPLY CO	COUPLINGS	61.07

Vendor	Payable Description	Payment Total
JACK'S UNIFORMS	POLICE UNIFORM	790.00
JOHN'S WELDING AND TOOL LLC	STOP SIGN POST	13.28
KTCH AM/FM RADIO	NPPD ENERGY WISE ADS	550.00
LEAGUE ASSOCIATION OF RISK MANAGEMENT	SPEED TRAILER	200.00
LUTT OIL	GASOLINE	5,372.03
MATHESON-LINWELD	OXYGEN	42.60
MATT PARROTT	TAX FORMS	273.57
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	885.00
MIDWEST TAPE LL	BOOK	39.99
NE DEPT OF REVENUE	STATE WITHHOLDING	3,943.63
NEBRASKA RECYCLING COUNCIL	2019 MEMBERSHIP DUES	200.00
NORFOLK DAILY NEWS	LINEMAN ADVERTISING	389.70
NORTHWEST ELECTRIC LLC	SEALED BALL BEARING MOTOR REPAIR	353.06
OCC BUILDERS LLC	WAYNE COUNTRY CLUB-CLUBHOUSE IMPROVEMENTS	60,769.00
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	777.70
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	211.50
PITNEY BOWES INC	FOLDER/POSTAGE METER LEASE	1,497.56
PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	540.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	166.46
ROBERT WOEHLER & SONS	2ND STREET STORM SEWER	18,250.00
SERVICE TECH OF CENTRAL IOWA, INC	HYDRANT REPAIR	774.11
SHOPKO	OFFICE SUPPLIES	97.97
SPARKLING KLEAN	JANITORIAL SERVICES	2,837.11
STAPLES, INC	OFFICE SUPPLIES	540.93
STATE NEBRASKA BANK & TRUST	SERIES 2013 GO INT	12,025.00
STATE NEBRASKA BANK & TRUST	ELECTRIC REV SERIES 2012	14,590.00
STATE NEBRASKA BANK & TRUST	HWY ALLOCATION 2013 INT	5,450.00
STATE NEBRASKA BANK & TRUST	HWY ALLOCATION 2013B INT	5,237.50
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	99.55
THOMPSON INNOVATION	FIRE HALL KEY FOBS	144.00
US BANK	MANUALS/MOTOR/CLOCKS/VALVES/PROJECTOR ETC	6,751.85
VERIZON WIRELESS SERVICES LLC	CELL PHONES	318.08
WAYNE COUNTY CLERK	FILING FEES	86.00
WAYNE COUNTY COURT	BOND	150.00
WAYNE HERALD	CAC ADS	380.00
WAYNE HERALD	ADS AND NOTICES	1,226.95
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	336.00
WESCO DISTRIBUTION INC	BUCKET HOOKS/ HARD HATS/PEDESTAL CONNECTORS	492.20
WESTERN AREA POWER ADMIN	ELECTRICITY	19,224.90
WISNER WEST	FD GASOLINE	385.01
ZIMCO SUPPLY	FERTILIZER	67.50
Grand Total:		302,091.45

<u>CITY OF WAYNE</u>			
	2017-2018	2018-2019	2019-2020
PROPERTY PREMIUMN	\$94,726.00	\$111,370.00	\$120,285.00
Co-Ins 100% Values	\$39,340,650.00	\$40,461,187.00	\$42,071,687.00
Extra Expense	\$120,000.00	\$120,000.00	\$120,000.00
COMMERCIAL OUTPUT	\$55,679.00	\$61,367.00	\$63,930.00
Power Plant			
Building - Stated Value	\$35,000,000.00	\$38,600,000.00	\$40,222,300.00
Contents - Rep. Cost	\$163,900.00	163,900.00	163,000.00
AUTO	\$16,982.00	\$18,020.00	\$24,417.00
Added 2018 Ford Explorer			
Added 2018 Dodge Van			
Deleted 1973 Chevy Dump Truck			
Deleted 1987 GMC Pickup			
Deleted 2018 Trailer			
INLAND MARINE	\$8,782.00	\$8,905.00	\$9,304.00
Added 2018 Bobcat			
UMBRELLA	\$23,431.00	\$23,936.00	\$23,619.00
Increased to 9 Million			
LINEBACKER	\$4,349.00	\$4,349.00	\$4,602.00
Law Enforcement Liability	\$2,851.00	\$2,851.00	\$2,851.00
CRIME	\$691.00	\$691.00	\$511.00
LIABILITY	\$15,021.00	\$15,160.00	\$16,095.00
WORKERS COMPENSATION	\$70,985.00	\$63,507.00	\$77,535.00
Exp Mod	0.93	0.74	0.93
Audit 17/18 add \$8353.00			
TERRORISM	INCLUDED	INCLUDED	INCLUDED
	\$3,013.00	\$3,181.00	\$2,958.00
TOTAL	\$293,497.00	\$310,156.00	\$343,149.00

Loan Applicant: Talon Capital, LLC, d/b/a Fyre-Tec, Inc. & BBG Investments, LLC - Wayne

I. Project Overview and Description:

This project involves the purchase of the assets of an existing manufacturing business, Fyre-Tec, Inc. located at 701 Centennial Road in Wayne. Since 1991 D.V. Fyre-Tec, Inc has specialized in the design and manufacturing of fire-rated windows from a single plant located in Wayne. Window styles available include the horizontal slider, single hung, fixed lite, projected or awning, and casement. These models are recommended for all types of construction: Industrial, commercial, institutional and residential use, including lot line. All of these models have been tested and rated by Underwriters Laboratories. (U.L.) Fyre-Tec distributes windows through a national network of agents based in California, Florida, New York, Texas, Illinois and throughout the U.S. This system allows them to better serve their customers nation-wide and internationally. Fyre-Tec, Inc will continue to produce a series of fire-rated windows that are outlined in the business plan.

The site includes building improvements of 38,500 square feet that include office, docking, manufacturing and warehousing space. Included on the site is an additional 5 acres of raw land that allows ample space for future growth. In addition to multiple pieces of metal fabrication equipment, welders, raw steel and a powder coating conveyor system, Fyre-Tec, Inc possesses three roll form dyes that are used to create the variety window of frames offered by the company. The dyes are stored offsite at a third-party manufacturing company in Pennsylvania who use them to form lengths of rolled steel that are used in the fabrication of the frames Fyre-Tec manufactures.

Fyre-Tec is a DBA tradename for Talon Capital, LLC, a Limited Liability Company that was formally organized in Nebraska. The company's principal owners are Cheri Gehling, Rebecca Bartak, and Tyler Bliemeister. The company will operate out of owned real estate from a related entity named BBG Investments, LLC. The principal owners are the same as Talon Capital, LLC. The sale of this business to Talon Capital, LLC will insure the business will remain in Wayne, maintaining the current jobs, with plans to add jobs in the future.

Total purchase price is \$5,600,000 for the assets of Fyre-Tec, Inc. which includes the purchase of the building/real estate, equipment, and all other tangible and intangible assets. Midwest Bank in Norfolk and the shareholders of Talon Capital, LLC are requesting that the City of Wayne and the Northeast Nebraska Economic Development District (NENEDD) each provide a loan in the amount of \$250,000 (\$500,000 total) towards the project. Midwest Bank is providing a loan of \$1,075,000 towards the purchase of rea estate and equipment and an SBA 7a loan of \$2,855,000 for the purchase of all other tangible and intangible assets. It is anticipated that the City of Wayne will also contribute \$250,000 of their LB840 funds, and the LLC members will inject \$345,000 in cash. This project will maintain 12 full time equivalent (FTE) jobs.

II. Sources and Uses:

Sources → Uses ↓	Bank	NEDCO SBA	NENEDD	Wayne RLF	Wayne LB840	Equity	Total
Building/Equipment	\$1,075,000	\$575,000	\$250,000	\$250,000	-0-	-0-	\$2,150,000
Business Purchase	\$2,855,000	-0-	-0-	-0-	\$250,000	\$345,000	\$3,450,000
Total	\$3,930,000	\$575,000	\$250,000	\$250,000	\$250,000	\$345,000	\$5,600,000

III. Proposed Loan Package and Related Collateral:

Midwest Bank in Norfolk is providing two loans. One loan will not to exceed \$1,075,000. This bank loan will be set up as a regular real estate loan fully amortized over 25 years at an interest rate of 5.70%. (5 year-variable) Midwest Bank will also lend \$2,855,000 through the SBA 7a program with a term of 10 years at an interest rate of 5.70%. In addition to a first deed of trust on the building they will require personal guarantees by all owners and spouses, UCC filings on all chattels, deeds of trust on personal residences of all owners, and corporate/company guarantees of Fyre-Tec, Inc. and BBG Investments, LLC.

The City of Wayne will lend \$250,000 CDBG funds for this project. The Wayne CDBG funds will be sub-granted to Northeast Economic Development, Inc. (NED, Inc.), as a Non-profit Development Organization (NDO), who will in turn lend the \$250,000 to Talon Capital, LLC for this project. The \$250,000 NDO loan will have a 20-year term at 4.00% (fixed). The NDO payments will be made to NED, Inc. This is the process approved by the Nebraska Department of Economic Development (DED) to de-federalize CDBG funds in our local communities. NENEDD will also lend \$250,000 to Talon Capital, LLC for the asset purchase. This loan

will have a term of 20 years at an interest rate of 4.00% (fixed). NENEDD and NED, Inc. will share their lien position proportionately. NENEDD and NED, Inc. will each have a subordinate Deed of Trust on the real estate at 701 Centennial Road and a UCC lien on the business personal property. NENEDD and NED, Inc. will also file Deeds of Trust on the personal residences of Gehlings, Bartaks and Bliemeisters and require life insurance assignments from Cheri Gehling, Rebecca Bartak and Tyler Bliemeister, each for \$500,000 for the life of the loan. NENEDD and NED, Inc. will also require a personal guaranty from Gehlings, Bartaks and Bliemeisters, corporate/company guaranty from Fyre-Tec, Inc., and BBG Investments, LLC as add'l collateral for this loan.

The owners have plans to apply to the City of Wayne for \$250,000 of their LB840 funds for the project. The City will be expected to subordinate to all the above.

Motion: Approve a \$250,000 Wayne CDBG loan to Talon Capital, LLC, amortized over 20 years at 4.00% interest (fixed) as recommended by NENEDD staff and the Northeast Loan Committee. The \$250,000 Wayne CDBG funds will be sub-granted to NED, Inc. to loan to Talon Capital, LLC., utilizing the Non-Profit Development Organization (NDO) process.

RESOLUTION NO. 2018-71

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LOAN IN THE AMOUNT OF \$250,000 TO TALON CAPITAL, LLC, AND SUB-GRANTING CDBG FUNDS TO NEBRASKA ECONOMIC DEVELOPMENT, INC.

WHEREAS, the City of Wayne held a public hearing on December 18, 2018, regarding the \$250,000 Revolving Loan Fund application of Talon Capital, LLC, of which said funds will be used for the acquisition of the existing manufacturing business, Fyre-Tec, Inc., located at 701 Centennial Road in Wayne; and

WHEREAS, the City of Wayne will sub-grant the \$250,000 CDBG Funds to Northeast Economic Development, Inc., to loan to Talon Capital, LLC, utilizing the Non-Profit Development Organization process as presented and recommended by Northeast Nebraska Economic Development District staff and the Northeast Revolving Loan Fund Committee; and

WHEREAS, the only comments regarding the \$250,000 loan were received in writing from Northeast Economic Development, Inc., favorably recommending the loan be approved.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the application submittal of Talon Capital, LLC, is hereby affirmed and the same is hereby approved; and that the Mayor, City Administrator, and City Attorney are authorized to proceed forthwith in preparation of the necessary project use documents and are hereby authorized to enter into all necessary agreements regarding the same.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that it approves the loan from the Revolving Loan Fund in the sum not to exceed \$250,000; the use of said funds to be used for the acquisition of the existing manufacturing business, Fyre-Tec, Inc., located at 701 Centennial Road in Wayne.

BE IT FURTHER RESOLVED by the Mayor and the City Council of the City of Wayne, Nebraska, that said application be designated RLF No. 2018-02.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2018-72

A RESOLUTION ESTABLISHING A SCHEDULE OF ELECTRICAL RATES TO BE CHARGED CUSTOMERS FOR ENERGY AND POWER FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY; TO REPEAL CONFLICTING RATES AND SCHEDULES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that pursuant to Section 52.13 Common Regulations of the Wayne Municipal Code, the following schedule of rates to be charged customers for energy and power from the electric distribution system is hereby approved:

RATES:

Summer Rates:

The summer rates shall apply to the customer's use from the day meters are read for billing purposes in mid-May through the day meters are read for billing purposes in mid-September.

Winter Rates:

The winter rates shall apply to the customer's use from the day meters are read for billing purposes in mid-September through the day meters are read for billing purposes in mid-May.

Terms and Conditions:

1. Service will be furnished under the City's General Terms and Conditions.
2. The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or sale of electrical power.

SECTION I: RESIDENTIAL (ER)

A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month	\$13.39	\$20.00
Plus Energy Charge of:		
For all usage, per kWh		
First 700 kWh, per kWh	\$.1229	\$.1132
Over 700 kWh, per kWh	\$.1195	

B. Monthly rate for Winter Period:

	<u>NET</u>	
Customer Service Charge, per month	\$13.39	\$20.00
Plus Energy Charge of:		
First 700 kWh, per kWh.....	\$1.052	\$1.132
Over 700 kWh, per kWh.....	\$0.502	\$0.832

C. Minimum Monthly Bill:
The Customer Service Charge

SECTION II: GENERAL SERVICE (EC)

A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month	\$28.91	\$35.00
Plus Energy Charge of:		
For all usage, per kWh		
First 1,300 kWh, per kWh.....	\$1.249	\$1.169
Over 1,300 kWh, per kWh.....	\$1.224	

B. Monthly Rate for Winter Period:

Customer Service Charge, per month	\$28.91	\$35.00
Plus Energy Charge of:		
First 1,300 kWh, per kWh.....	\$1.085	\$1.169
Over 1,300 kWh, per kWh.....	\$0.521	\$0.869

C. Minimum Monthly Bill:
The Customer Service Charge, and for special installations, \$1.00 per kVA of requested transformer capacity.

In case of equipment having abnormally low utilization factors or unusual operating characteristics, special minimum charges may be prescribed by the City.

SECTION III: GENERAL SERVICE DEMAND (GSD)

A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month		
· Single phase.....	\$38.11	\$45.00
· Three phase.....	\$46.90	\$65.00

Demand Charge:
 Per kW per month of billing demand.....~~\$18.54~~ **\$18.50**

Plus Energy Charge of:
 For all usage, per kWh.....~~\$.0639~~ **\$.0675**

B. Monthly rate for Winter Period:

Customer Service Charge, per month
 · Single phase.....~~\$38.11~~ **\$45.00**
 · Three phase.....~~\$46.90~~ **\$65.00**

Demand Charge:
 Per kW per month of billing demand.....~~\$7.93~~ **\$12.50**

Plus Energy Charge of:
 For all usage, per kWh.....~~\$.0639~~ **.0675**

C. Minimum Monthly Bill:

Customer Service Charge, plus billing demand

D. Applicable: To any existing or new customers that have a peak demand of 50 kW for three consecutive months, but not exceeding 1,000 kW. For monitoring purposes, a demand meter may be installed by the City when the customer's demand is believed to exceed 25 kW. The customer will remain on this rate for a minimum of 12 months, once established. **All GSD customers will be reviewed annually in October to determine their status in this rate class. (Not applicable to resale, stored, or auxiliary service).**

E. Power Factor Adjustment: For loads of 100 kW or more, or at the option of the City for loads of less than 100 kW, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense. The adjusted measured demand then becomes a billing demand.

F. Billing Demand: The billing demand for any month shall be the adjusted measured demand, but not less than 60% of the highest summer month of the past 11 months.

G. Primary Voltage Metering: Where service is taken under this rate schedule at a primary voltage, the following discounts shall apply.

- 4% of the total charge where metering is at primary voltage and transformers are owned by the customer.
- 2% of the total charge where metering is at secondary voltage and transformers are owned by the customer.
- 1% of the total charge where metering is at primary voltage and transformers are owned by the City.

~~H. Applicable: All GSD customers will be reviewed annually in October to determine their status in this rate class. (Not applicable to resale, stored, or auxiliary service).~~

SECTION IV: SUPPLEMENTAL SERVICE (SS)

A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month	\$72.59	\$150.00
Demand Charge:		
Per kW of billing demand	\$17.47	\$17.50
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.0695	\$.0768

B. Monthly rate for Winter Period:

Customer Service Charge, per month	\$72.59	\$150.00
Demand Charge:		
Per kW of billing demand	\$9.24	\$12.50
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.0695	\$.0768

C. Minimum Monthly Bill:

The Customer Service Charge, plus billing demand charges.

D. Applicable: ~~For supplemental service,~~ To any existing or new customers **for which the City provides supplemental electric service. that have a peak demand of 1,000 kW or greater during any month of the year.** The customer will remain on this rate for a minimum of 12 months, once established. All SS customers will be reviewed annually in October to determine their status in this rate class.

- E. Power Factor Adjustment: For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the average power factor is less than 90%. If the average power factor, as determined by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the average power factor, or at the City's option, the power factor may be corrected at the customer's expense. The adjusted measured demand then becomes the billing demand.

- F. Billing Demand: The billing demand for any month shall be the adjusted measured demand, but not less than 60% of the highest summer month of the past 11 months.

- G. Primary Voltage Metering: Where service is taken under this rate schedule at a primary voltage, the following discounts shall apply.
 - 4% of the total charge where metering is at primary voltage and transformers are owned by the customer.
 - 2% of the total charge where metering is at secondary voltage and transformers are owned by the customer.
 - 1% of the total charge where metering is at primary voltage and transformers are owned by the City.

SECTION V: LARGE POWER (LP)

- A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month	\$65.16	\$150.00
Demand Charge:		
Per kW of billing demand	\$21.72	\$20.00
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.0539	\$.06515

- B. Monthly rate for Winter Period:

Customer Service Charge, per month	\$65.16	\$150.00
Demand Charge:		
Per kW of billing demand	\$11.46	\$12.50
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.0539	\$.06515

- C. Minimum Bill:

The Customer Service Charge, plus billing demand charges.

- D. **Applicable: To any existing or new customers that have a peak demand of 1,000 kW or greater during any month of the year. The customer will remain on this rate for a minimum of 12 months, once established. All LP customers will be reviewed annually in October to determine their status in this rate class. (Not applicable to resale, stand-by, or auxiliary service).**

- E. Power Factor Adjustment: For loads of 1,000 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense. The adjusted measured demand then becomes a billing demand.

- F. Billing Demand: The billing demand for any month shall be the adjusted measured demand, but not less than 60% of the highest summer month of the past 11 months.

- G. Primary Voltage Metering: Where service is taken under this rate schedule at a primary voltage, the following discounts shall apply.
 - 4% of the total charge where metering is at primary voltage and transformers are owned by the customer.
 - 2% of the total charge where metering is at secondary voltage and transformers are owned by the customer.
 - 1% of the total charge where metering is at primary voltage and transformers are owned by the City.

SECTION VI: MUNICIPAL SERVICE (CC)

A. Monthly Rate:

All kWh, per kWh.....	\$.1075	\$.1203
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B. Available:

To any customer meeting City criteria for service under this schedule, and to any electrical load in which the City has the sole investment and interest. This rate shall be applicable to street lighting.

SECTION VII: DUSK-TO-DAWN LIGHTING

A. Monthly Rate:

1. For installation on an existing pole and connected to existing secondary conductors on each pole:

<u>LED Luminaire</u>	<u>High Pressure Sodium</u>	<u>Net</u>
55 watt	100 watt	\$9.26 per unit
84 watt	150 watt	\$12.00 per unit
190 watt	400 watt	\$21.02 per unit

2. Where an extension of existing overhead facilities is required, and where such extension is acceptable to the City, the monthly rate shall be increased as follows:

	<u>Net</u>
each additional pole installed and	\$1.93 \$1.97
each additional span of secondary conductors installed	\$1.33 \$1.36

3. For installation on decorative metal poles, including secondary wiring:

<u>LED Luminaire</u>	<u>High Pressure Sodium</u>	<u>Net</u>
55 watt	100 watt	\$21.19 per unit 18' to 22' poles

SECTION VIII:

POWER PROCUREMENT COST ADJUSTMENT (PCA)

- A. **Production Cost Adjustment (PCA) Clause** ~~Power Procurement Cost Adjustment:~~ All rates are subject to a **Production Cost Adjustment (PCA)** as may be set from time-to-time by the City Council. The **Power Cost Adjustment (PCA)** clause may be invoked, for periods of no longer than 12 months in cases when significant revenue changes are necessary because of substantial increases/decreases in the cost of power and/or other emergencies that are estimated to be greater than a 10% deviation in annual power costs budgeted. In some cases, the City's wholesale provider of electric power may bill an adjustment clause for a period of time, and these costs may be passed on with losses using the **PCA Clause**.

~~All electrical usage in the Service Area may be subject to application of a Production Cost Adjustment (PCA). The rates, as defined above, include a Production Cost Base of \$.06700 .06572 (summer) and \$.05925 .05760 (winter).~~

~~Whenever the total monthly Production Cost exceeds, or is less than, the Production Cost Base, a Production Cost Adjustment may be included in the billing charges. The adjustment shall be calculated in accordance with the following formula and shall include a loss adjustment based upon the previous year's sales and purchases data.~~

~~$PCA = Actual\ Average\ Monthly\ Cost \times (1 + Loss\ Factor) - Base\ Cost$~~

Production costs shall include all costs of purchased power and energy. The Loss Factor shall be equal to the difference, expressed as a fraction, between net system energy purchased for the previous year and annual retail sales for the same period.

BE IT FURTHER RESOLVED that the electrical rates established by Resolutions No. 83-17, 89-6, 92-48, 95-16, 95-22, 99-41, 2001-51, 2003-9, 2004-3, 2005-97, 2007-5, 2009-23, 2009-104, 2010-98, 2012-5 and 2013-79 are hereby revoked, canceled, and annulled on the effective date of this Resolution, and the schedule of rates herein established and fixed shall continue until changed, revoked, or modified by resolution.

BE IT FURTHER RESOLVED that the amendments made herein shall be applicable with the billing statement received on or about June 1, 2019 (usage from mid-April through mid-May, 2019).

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-33

AN ORDINANCE ADOPTING ELECTRICAL INTERCONNECTION STANDARDS, PROCEDURES, AGREEMENTS, CHARGES AND FEES.

WITNESSETH:

WHEREAS, the Governing Body of the City of Wayne, Nebraska, finds that private electrical generating capacity is becoming a significant potential, now and in the future; and

WHEREAS, standards and procedures are necessary for the health, safety and welfare of the citizens and city employees for the interconnection of such capacity with the City of Wayne's electrical system; and

WHEREAS, the Governing Body of the City of Wayne, Nebraska, wishes to enact certain uniform standards and procedures for such privately-owned electrical generation.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WAYNE, NEBRASKA, AS FOLLOWS:

Section 1. There is hereby adopted a Net Metering Application and Interconnection Agreement all as attached hereto and marked Exhibit "A," incorporated herein, and made a part of this Ordinance.

Section 2. This ordinance shall be effective upon its adoption and publication in the official city newspaper.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Wayne, Nebraska, this ____ day of _____, 201_.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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RESOLUTION NO. 2018-73

A RESOLUTION APPROVING THE CAPACITY PURCHASE AGREEMENT BETWEEN THE NORTHEAST NEBRASKA PUBLIC POWER DISTRICT, THE CITY OF WAYNE, NEBRASKA, AND BIG RIVERS ELECTRIC CORPORATION, AND AUTHORIZING THE EXECUTION THEREOF.

WHEREAS, the City of Wayne wishes to enter into a Capacity Purchase Agreement with Northeast Nebraska Public Power District (“Northeast”) and Big Rivers Electric Corporation (Big Rivers); and

WHEREAS, pursuant to said agreement, Northeast will purchase from the City of Wayne, and Wayne will sell to Northeast, Wayne’s share of the Southwest Power Pool accredited capacity from the Cottonwood Wind Energy Center for \$1.25 per kw-month, beginning June 1, 2019, and ending coincident with the termination of the Power Purchase Agreement between Northeast and Cottonwood Wind Project, LLC, dated March 2017; and

WHEREAS, this will result in a monthly payment of \$1,045 from Northeast to the City of Wayne during the first year of this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City shall enter into the Capacity Purchase Agreement, a copy of which is attached hereto and incorporated herein by reference, with Northeast Nebraska Public Power District and Big Rivers Electric Corporation, and that the Mayor is hereby authorized to execute said Capacity Purchase Agreement.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

CAPACITY PURCHASE AGREEMENT

AGREEMENT

This Capacity Purchase Agreement ("Agreement") is made by and between the Northeast Nebraska Public Power District ("Northeast"), the City of Wayne, Nebraska ("Wayne"), and Big Rivers Electric Cooperative ("Big Rivers") effective as of January 1, 2019. This Agreement may refer to Northeast, Wayne and Big Rivers each as a Party and collectively as the Parties.

RECITALS

WHEREAS, Northeast, Big Rivers, and Wayne have entered into contracts for capacity and energy from NextEra Energy Resources' Cottonwood Wind Energy Center in Webster County, Nebraska, and the nameplate capacities Northeast and Wayne purchased in megawatts ("MW") are as follows:

Northeast	14.70 MW	86.1%
Wayne	2.38 MW	13.9%
Total	17.08 MW	100.0%

and

WHEREAS, for the 2019 Calendar Year, the Southwest Power Pool ("SPP") has credited the purchases with a total of 6 MW of capacity for Resource Adequacy purposes, which may vary from year to year as SPP Resource Adequacy rules change, or the performance of the Cottonwood facility changes; and

WHEREAS, based upon the quantities purchased by Northeast and Wayne, Wayne's share of the 6 MW of SPP-accredited capacity is 836 kw.

THEREFORE, based on the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges and accepts, the Parties hereby agree as follows:

- 1) Northeast will purchase from Wayne, and Wayne will sell to Northeast, Wayne's share of SPP-accredited capacity from the Cottonwood Wind Energy Center for \$1.25 per kw-month beginning June 1, 2019 and ending coincident with the termination of the Power Purchase Agreement Between Northeast Nebraska Public Power District And Cottonwood Wind Project, LLC, dated March 2017. This will result in a monthly payment of \$1,045 from Northeast to Wayne during the first year (12 months) of this Agreement;
- 2) Big Rivers will charge Northeast \$1,045 per month on Northeast's invoice starting with the invoice for June 2019 and give a credit of \$1,045 per month on Wayne's invoice for the same period. If the amount of accredited capacity changes, Big Rivers will recalculate this amount accordingly, based on \$1.25 per kilowatt month, or any future kilowatt month charge for the transferred capacity, however said charge shall be no less than \$1.25 per kilowatt month;
- 3) Either Northeast or Wayne may terminate this Agreement by providing the other Party and Big Rivers with written notice no later than October 1 of the year preceding the planning year in

which the arrangement is to terminate. For instance, if the Agreement is to terminate on May 31, 2020, written notice must be provided to all parties by October 1, 2019.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

NORTHEAST NEBRASKA PUBLIC POWER DISTRICT

By: _____

Name: _____
Board President

Date: _____

CITY OF WAYNE, NEBRASKA

By: _____

Name: _____
Mayor

Date: _____

BIG RIVERS ELECTRIC COOPERATIVE

By: _____

Name: _____
General Manager

Date: _____

ORDINANCE NO. 2018-34

AN ORDINANCE APPROVING AMENDMENT NO. 3 TO THE CONTRACT WITH BIG RIVERS ELECTRIC CORPORATION.

WHEREAS, the City of Wayne is a political subdivision of the State of Nebraska providing retail electric service to its residents; and

WHEREAS, Big Rivers Electric Corporation is a Kentucky electric generation and transmission cooperative, organized and existing under the laws of the Commonwealth of Kentucky; and

WHEREAS, the City of Wayne previously entered into the Market Based Rate Partial and Full Requirements Agreement, dated as of December 20, 2013, as amended by Amendment No. 1, by and between the parties, dated as of June 11, 2014, and by Amendment No. 2, by and between the parties, dated as of April 24, 2017; and

WHEREAS, it is necessary to amend said contract to extend the City of Wayne's Capacity Purchase Agreement for the life of its power contract per Amendment No. 3.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Amendment No. 3 to the Contract between Big Rivers Electric Corporation and the City of Wayne is hereby approved, and the Mayor is hereby authorized to execute said Amendment on behalf of the City.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2018-74

A RESOLUTION APPROVING THE INTEGRATED RESOURCE PLAN FOR THE CITY OF WAYNE UTILITIES PERTAINING TO PLANNING FOR NEW ENERGY SOURCES.

WHEREAS, the City of Wayne has prepared an "Integrated Resource Plan" in accordance with Department of Energy Regulations for submittal to the Western Area Power Administration in accordance with the regulations; and

WHEREAS, the City of Wayne has reviewed the "Integrated Resource Plan" at its regular meeting on the 20th day of December, 2018; and

WHEREAS, the City of Wayne has considered all matters it deemed necessary or appropriate to enable it to review, evaluate and reach an informed conclusion as to the completeness and approval of the "Integrated Resource Plan" as supplemented and has determined that the said Plan is complete to and in the best interests of the City of Wayne

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the Integrated Resource Plan, as supplemented, is determined complete and is approved for submittal to the Western Area Power Administration pursuant to the Department of Energy Regulations and provides for the overall direction of activities related to providing adequate and reliable electric services, and that the City Administrator is authorized and directed to execute such planning activities as are necessary to provide reliable electric energy consistent with the Integrated Resource Plan as supplemented.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

INTEGRATED RESOURCE PLAN (IRP)

Western Area Power Administration's (WAPA) customers must comply with the requirements of the Energy Planning and Management Program (EPAMP (10 CFR Part 905)) to meet the objectives of Section 114 of the Energy Policy Act of 1992 (EPAAct). A WAPA customer is any entity that purchases firm capacity with or without energy, from WAPA under a long-term firm power contract. Integrated resource planning allows customers to meet the objectives of Section 114 of EPAAct.

Integrated resource planning is a planning process for new energy resources that evaluates the full range of alternatives, including new generating capacity, power purchases, energy conservation and efficiency, renewable energy resources, district heating and cooling applications, and cogeneration, to provide reliable service to electric consumers. An IRP supports utility-developed goals and schedules. An IRP must treat demand and supply resources on a consistent and integrated basis. The plan must take into account necessary features for system operation, such as diversity, reliability, dispatchability, and other risk factors. The plan must take into account the ability to verify energy savings achieved through energy efficiency and the projected durability of such savings measured over time. (See 10 CFR § 905.11 (a)).

Who May Use This Form:

Utilities that primarily provide retail electric service that have limited staff, limited resource options, and obtain a significant portion of its energy needs through purchase power contracts are eligible to use this form. Utilities using this form may generate a limited amount of energy if the generating resources are primarily used as back up resources, to support maintenance and outages, or during periods of peak demand.

Completing This Form:

To meet the Integrated Resource Planning reporting requirement, complete this form in electronic format in its entirety. Unaddressed items will be deemed incomplete and the IRP may not be eligible for approval. All of the data fields in this form automatically expand. Additional information may be attached to and submitted with this report. WAPA reserves the right to require supporting back-up materials or data used to develop this report. If there is any conflict between this form and the requirements defined in EPAMP, the requirements in EPAMP shall prevail.

Submit the completed report with a cover letter to:

Western Area Power Administration

Attention: Georganne Myers

P.O. Box 35800

Billings, MT 59107-5800

EPAMP Overview

The Energy Planning and Management Program (EPAMP) is defined in the Code of Federal Regulations in Title 10, Part 905 (10 CFR 905). The purposes of EPAMP are to meet the objectives of the Energy Policy Act of 1992 (EPAAct) while supporting integrated resource planning; demand-side management, including energy efficiency, conservation, and load management; and the use of renewable energy.

EPAMP was initially published in the Federal Register at 60 FR 54714 on October 20, 1995, and revised in 65 FR 16795 on March 30, 2000, and 73 FR 35062 on June 20, 2008. 10 CFR § 905.11 defines what must be included in an IRP.

WAPA's Energy Services Web site (<https://www.wapa.gov/EnergyServices>) provides extensive information on integrated resource planning and reporting requirements. If you have questions or require assistance in preparing your IRP, contact your WAPA regional Energy Services representative.

IRP Content

Cover Page	Customer Name & Contact Information
Section 1	Utility/Customer Overview
Section 2	Future Energy Services Projections (Load Forecast)
Section 3	Existing Supply-Side Resources
Section 4	Existing Demand-Side Resources
Section 5	Future Resource Requirements and Resource Options
Section 6	Environmental Effects
Section 7	Public Participation
Section 8	Action Plan and Measurement Strategies
Section 9	Signatures and Approval

INTEGRATED RESOURCE PLAN (IRP) 5-Year Plan

Customer Name:
City of Wayne, Nebraska

IRP History: Check one as applicable.	
<input checked="" type="checkbox"/>	This is the submitter's first IRP submittal.
<input type="checkbox"/>	This submittal is an update/revision to a previously submitted IRP.

Reporting Dates:	
IRP Due Date:	
Annual Progress Report Due Date:	

Customer Contact Information: Provide contact information for your organization. The contact person should be able to answer questions concerning the IRP.	
Customer Name:	City of Wayne
Address:	306 Pearl Street
City, State, Zip:	Wayne NE 68787
Contact Person:	Wes Blecke
Title:	City Administrator
Phone Number:	402 375-1733
E-Mail Address:	wblecke@cityofwayne.org
Website:	www.cityofwayne.org

Type of Customer: Check one as applicable.	
<input checked="" type="checkbox"/>	Municipal Utility X
<input type="checkbox"/>	Electric Cooperative
<input type="checkbox"/>	Federal Entity
<input type="checkbox"/>	State Entity
<input type="checkbox"/>	Tribal
<input type="checkbox"/>	Irrigation District
<input type="checkbox"/>	Water District
<input type="checkbox"/>	Other (Specify):

SECTION 1	UTILITY/CUSTOMER OVERVIEW
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Customer Profile:

Enter the following data for the most recently completed annual reporting period. Data may be available on form EIA-861, which you submit to the U.S. Energy Information Administration (EIA).

Reporting Period	
Reporting Period Start Date (mm/dd/yyyy)	01/01/2017
Reporting Period End Date (mm/dd/yyyy)	12/31/2017
Energy Sales & Usage	
Energy sales to Ultimate End Customers (MWh)	64,123
Energy sales for Resale (MWh)	0
Energy Furnished Without Charge (MWh)	36
Energy Consumed by Respondent Without Charge (MWh)	762
Total Energy Losses (MWh entered as positive number)	1205
Total Energy Usage (sum of previous 5 lines in MWh)	66,126
Peak Demand (Reporting Period)	
Highest Hourly Summer (Jun. – Sept.) Peak Demand (MW)	14.5 MW
Highest Hourly Winter (Dec. – Mar.) Peak Demand (MW)	11.3 MW
Date of Highest Hourly Peak Demand (mm/dd/yyyy)	07/19/2017
Hour of Highest Hourly Peak Demand (hh AM/PM)	5:00 PM
Peak Demand (Historical)	
All-Time Highest Hourly System Peak Demand (MW)	15.6 MW
Date of All-Time Hourly System Peak Demand (mm/dd/yyyy)	08/03/2005
Hour of All-Time Hourly Peak System Demand (hh AM/PM)	4:45 PM
Number of Customers/Meters (Year End of Reporting Period)	
Number of Residential Customers	2,058
Number of Commercial Customers	504
Number of Industrial Customers	0
Other (Specify):	

Customer Service Overview:

Describe your customer service territory and the services provided. Include geographic area, customer mix, key customer and significant loads, peak demand drivers, competitive situation, and other significant or unique aspects of the customer and/or service territory. Provide a brief summary of the key trends & challenges impacting future resource needs including population changes, customer growth/losses, and industrial developments.

The City of Wayne provides electricity to residential, commercial and industrial customers mostly located within city limits, but with a small quantity located outside city limits.

The City of Wayne is located in the center of Northeast Nebraska.

The City's largest electrical customers with significant load include Great Dane Trailers, Wayne State College, grain elevators, regional hospital, care centers, and grocery stores.

The City's peak demand occurs during the summer months. Population trends have been relatively steady over the last few decades, with slight growth. Most electrical service growth and load has occurred in the City's industrial park and residential areas.

The City's mission relating to its electrical department is to keep rates low for its customers, but more importantly is to provide efficient and reliable energy.

Electricity Utility Staff & Resources:

Summarize the number of full-time equivalent employees by primary functions such as power production, distribution, and administration. Describe any resource planning limitations, including economic, managerial, and/or resource capabilities.

The City of Wayne has four (4) Electric Production employees, six (6) Electric Distribution employees and six (6) Administrative employees. All of the administrative employees also have other responsibilities in other department within the City.

Historical Energy Use:

Enter the peak system demand and total annual energy use for the preceding ten (10) reporting years. For total energy, include retail sales, energy consumed or provided without charge, and system losses.

Reporting Year	Peak Demand (MW)	Total Energy (MWh)
2007	13.968	66.935
2008	13.109	65.744
2009	12.637	63.441
2010	13.651	67.410
2011	14.408	67.594
2012	14.676	68.317
2013	14.765	68.628
2014	13.675	68.197
2015	13.9	67.920
2016	14.6	68.834
2017	14.25	68.623

SECTION 2**FUTURE ENERGY SERVICES PROJECTIONS****Load Forecast:**

Provide a load forecast summary for the next ten (10) years; **and** provide a narrative statement describing how the load forecast was developed. Discuss any expected future growth. If applicable, you may attach a load forecast study and briefly summarize the results in this section. (See 10 CFR § 905.11 (b) (5)).

Load Forecast:

Reporting Year	Peak Demand (MW)	Total Energy (MWh)
2018	15.162	73.053
2019	15.390	74.148
2020	15.621	75.261
2021	15.855	76.390
2022	16.093	77.535
2023	16.334	78.698
2024	16.579	79.879
2025	16.828	79.879
2026	17.081	81.078
2027	17.338	82.295
2028	17.598	83.530

Narrative Statement:

Over the past several years, the City's system has experienced an average growth rate of around 1.0% for the summer peak demand loading levels. This level of growth is a little below average for a community the size of Wayne. However, Wayne recently endured a natural disaster that affected some of the larger customers on the system.

The projections for 2018 to 2028 are based on a 1.5% annual growth rate. Growth rate projections are from a capital improvement study done by DGR Engineering for the City of Wayne. The Study was completed in November 2015.

SECTION 3**EXISTING SUPPLY-SIDE RESOURCES****Existing Supply-Side Resource Summary:**

Provide a general summary of your existing supply-side resources including conventional resources, renewable generation, and purchase power contracts (including Western Area Power Administration contracts). Describe the general operation of these resources and any issues, challenges, or expected changes to these resources in the next five (5) years. (See 10 CFR § 905.11 (b) (1)).

Starting January 1, 2019, Wayne will begin filling their electrical power needs from multiple sources. Those sources include Big River Electrical Corporation (BREC), Nebraska Public Power District (NPPD), WAPA, and wind energy from NextEra.

The City has one supplemental electrical customer in Wayne State College (WSC). WSC has its own direct WAPA allocation. The City is including Wayne State College in its Integrated Resource Plan.

Existing Generation Resources:

List your current supply-side resources, including conventional resources and renewable generation. If you do not own any generating resources, insert N/A in the first row. Insert additional rows as needed.

Resource Description (Identify resources as base load, intermediate, or peaking)	Fuel Source	Rated Capacity (MW)	In-Service Date (Year)	Estimated Expiration/Retirement Date (Year)
Unit #1 (Peaking)	Diesel	1.5	1952	N/A
Unit # 2 (Peaking)	Diesel	1	1949	N/A
Unit #3 (Peaking)	Diesel	2.0	1957	N/A
Unit #4 (Peaking)	Diesel	2.0	1960	N/A
Unit # 5 (Peaking)	Diesel	3.5	1966	N/A
Unit #6 (Peaking)	Diesel	5.0	1969	N/A
Unit #7 (Peaking)	Diesel	3.5	1997	N/A
Unit #8 (Peaking)	Diesel	3.5	1997	N/A

Existing Purchase Power Resources:

List your current purchase power resources. Define whether the contract provides firm service, non-firm service, all requirements or another type of service. Include Western Area Power Administration resources. If applicable, include a summary of resources that are under a net metering program. Insert additional rows as needed.

Resource Description	Fuel Source (If applicable)	Contracted Demand (MW)	Type Service of (Firm, Non-firm, Requirements, Other)	Expiration Date (Year)
BREC	Coal	varies	Firm	2026
NPPD	Coal	10%	Firm	2021

Resource Description	Fuel Source (If applicable)	Contracted Demand (MW)	Type of Service (Firm, Non-firm, Requirements, Other)	Expiration Date (Year)
City WAPA	Hydro	Fixed monthly range 1295 Sep - 1849 Aug	Firm	2050
NextEra	Wind	2.38 MW	Non-firm	2043
Wayne State College WAPA	Hydro	Fixed monthly range 237 KW Jun/Jul - 419 KW Jan/Feb	Firm	2050

SECTION 4**EXISTING DEMAND-SIDE RESOURCES**

Demand-side programs alter a customer's use pattern and include energy conservation, energy efficiency, load control/management, education, and distribution system upgrades that result in an improved combination of energy services to the customer and the ultimate consumer.

Existing Demand-Side Resources:

List your current demand-side programs, including energy conservation, energy efficiency, load control/management, education, or maintenance plans, or system upgrades. Programs may impact the utility distribution system, municipally owned facilities, and/or end-user energy consumption. Refer to Section 9 of this form for a list of example programs. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (1)).

Program Description	Estimated Program Savings (MW and/or MWh if known) (Include annual impact and impact over the life of the program if known.)
Load control	9.0 MW
Installing LED street lighting	The City is replacing fixtures as needed. When complete the Kwh savings will be 166,081/year.
City Auditorium - LED lighting replacement	1.872 MWh/yr
Rate design	Through a rate consultant, the City is trying to be as equitable as possible with new rates.
Infrared scanning	Exact savings is undetermined at this time – varies from year to year
Tree planting program	Carbon Sequestration MW N/A
Weatherization Program, City Sponsored	\$30,000 allocated annually MW N/A

SECTION 5**FUTURE RESOURCE REQUIREMENTS
AND RESOURCE OPTIONS****Balance of Loads and Resources (Future Resource Requirements):**

Provide a narrative statement that summarizes the new resources required to provide retail consumers with adequate and reliable electric service during the 5-year resource planning period. Identify any federal or state regulations that may impact your future resource requirements. If you are not experiencing or anticipating load growth and a need for new resources, describe your current procedure to periodically evaluate the possible future need for new resources.

The City has no need for any new power supply resource additions to meet its electric energy requirements for at least the next 8 years. The BREC contract provides all supplemental energy to meet the City's energy requirements in excess of the amount supplied by WAPA under the Firm Electric Service Contract and PPA with NextEra.

The City has also undergone a feasibility study in order to determine if incremental replacement of its existing generation resources with more modern generation would be cost effective.

Identification of Resource Options

Identification and comparison of resource options is an assessment and comparison of existing and future supply-side and demand-side resources available to a customer based upon size, type, resource needs, geographic area, and competitive situation. Resource options evaluated must be identified. The options evaluated should related to the resource situation unique to each WAPA customer as determined by profile data such as service area, geographical characteristics, customer mix, historical loads, projected growth, existing system data, rates, financial information, and load forecast. (See 10 CFR § 905.11 (b) (1)).

Considerations that may be used to develop potential resource options include cost, market potential, consumer preferences, environmental impacts, demand or energy impacts, implementation issues, revenue impacts, and commercial availability. (See 10 CFR § 905.11 (b) (1) (iii)).

Future Supply-side Options:

List the future supply-side resource options that were considered and evaluated, including, but not limited to conventional generation, renewable generation, and power purchase contracts. Include a brief discussion on the applicability of each option for further consideration or implementation based on your system requirements and capabilities. If new resources are not required during the 5-year resource planning period, please indicate that below. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (1)).

Supply-Side Option	Applicability for Implementation or Further Consideration
N.A.	No need because we are in a contract with BREC until 2026.

Future Demand-side Options:

List the future demand-side resource options that were considered and evaluated. Demand-side programs alter a customer's use pattern and include energy conservation, energy efficiency, load control/management, education, and distribution system upgrades that result in an improved combination of energy services to the customer and the ultimate consumer. Include a brief discussion on the applicability of each option for further consideration or implementation based on your system requirements and capabilities. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (2)).

Demand-Side Option	Applicability for Implementation or Further Consideration
Distribution improvements	The City will use a "Capital Improvement Plan" prepared by DGR Engineering.

Resource Options Chosen:

Describe the resource options that were chosen for implementation or further consideration and clearly demonstrate that decisions were based on a reasonable analysis of the options. Resource decisions may strike a balance among applicable evaluation factors such as cost, market potential, customer preferences, environmental impacts, demand or energy impacts, implementation issues or constraints, revenue impacts, and commercial availability. (See 10 CFR § 905.11 (b) (1) (iv)).

Current power contracts are in place until 2026.

The City will continue to evaluate the potential replacement of its generation units with a completed study by C. H. Guernsey & Company.

SECTION 6**ENVIRONMENTAL EFFECTS****Environmental Effects:**

To the extent practical, WAPA customers must minimize environmental effects of new resource acquisitions and document these efforts. IRPs must include a qualitative analysis of environmental impacts in summary format. Describe the efforts taken to minimize adverse environmental effects of new resource acquisitions. Describe how your planning process accounts for environmental effects. Include a discussion of policies you conform with or adhere to, and resource decisions that have minimized or will minimize environmental impacts by you and/or your wholesale electricity supplier(s). WAPA customers are neither precluded from nor required to include a qualitative analysis of environmental externalities as part of the IRP process. If you choose to include a quantitative analysis, in addition to the summary below, please attach separately. (See 10 CFR § 905.11 (b) (3)).

The City's current power supplier is involved in wind generation and also complies with all EPA requirements. The City takes delivery of WAPA power, which is a renewable hydroelectric energy source, reducing the need for fossil fuel generation.

The City will continue to work with its large electric users and the general public to encourage them to conserve energy.

All of the above actions help to minimize the impact on the environment by either reducing emissions, utilizing renewable resources, or reducing energy use.

SECTION 7**PUBLIC PARTICIPATION****Public Participation:**

Customers must provide ample opportunity for full public participation in preparing and developing an IRP. Describe the public involvement activities, including how information was gathered from the public, how public concerns were identified, how information was shared with the public, and how your organization responded to the public's comments. (See 10 CFR § 905.11 (b) (4)).

The power supply contract with BREC was a result of an open "Request for Proposal" process in 2013. The final recommendation was brought to the City Council, and the contract was approved by the Council in open session in Fall 2013.

A special joint meeting of the Wayne City Council, Northeast Nebraska Public Power District Board and the City of Wakefield City Council was held on August 29, 2017 at the Wayne Fire Hall in Wayne, NE. This meeting gave the opportunity to the public from 3 different political subdivisions a chance to ask questions and learn more about the resources available to generate and provide electric services to the area.

The Wayne City Administrator meets regularly with the Wayne Green Team representatives to have conversation and take input about current and future ways to provide power to the area customers.

This five-year IRP report was reviewed by the Wayne City Administrator and the Wayne City Council and copies are available to the public at the Wayne City Clerk's Office. The Wayne City Council approved the IRP five-year plan for the City of Wayne on December 18, 2018.

The City will continue to have copies available for public review at the Wayne City Clerk's Office.

Additional comments will be accepted throughout the year and will be implemented in the yearly IRP report.

SECTION 8**ACTION PLAN &
MEASUREMENT STRATEGIES****Action Plan Summary:**

Describe the high-level goals and objectives that are expected to be met by the implementation of this resource plan within the 5-year resource planning period. Include longer term objectives and associated time period(s) if applicable. (See 10 CFR § 905.11 (b) (2)) and (See 10 CFR § 905.11 (b) (6)).

The City of Wayne is in an 8-year contract (2019-2026) with BREC for all power requirements above the City's WAPA allocation. The City will work with BREC to insure its IRP goals are pursued and met.

The City Electric Department will continue to maintain and update the City's electric distribution system and strive to reduce distribution system energy losses. In addition, it will also promote reliability by expanding its transmission/distribution system to provide loop feed to all customers.

The City of Wayne will continue to promote the efficient use of energy to its customers. The City will also implement energy efficiency at City-owned facilities.

Specific Actions:

List specific actions you will take to implement your plan over the 5-year planning horizon.

New Supply-Side Resource Acquisitions:

List new resource options your organization is planning to implement, investigate, or pursue in the next five years. Include conventional generation, renewable resources, net metering programs, and purchase power contracts. Include key milestones such as the issuing an RFP, executing a contract, or completing a study. (See 10 CFR § 905.11 (b) (2)).

Proposed New Resource	Begin Date	Est. New Capacity (MW)	Milestones to evaluate progress and/or accomplishments
Big Rivers Electric Corporation	Jan 2019		8-year contract in place
NextEra	Jan 2019 (to begin using wind power)		25-year contract in place

New Demand-Side Programs & Energy Consumption Improvements:

List energy efficiency, energy conservation, and load management programs your organization is planning to implement or evaluate in the next five years. Include key milestones to evaluate the progress of each program. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (2)).

Example programs could include:

- Education programs & communications
- Energy efficient lighting upgrades
- Energy audits
- Weatherization & Insulation
- Window/doors upgrades
- Boiler, furnace or air conditioning retrofits
- Programmable thermostats
- Equipment inspection programs
- Use of infrared heat detection equipment for maintenance
- Tree-trimming/brush clearing programs
- Electric motor replacements
- Upgrading distribution line/substation equipment
- Power factor improvement
- Loan arrangements for energy efficiency upgrades
- Rebate programs for energy efficient equipment
- Key account programs
- Load management programs
- Demand control equipment
- Rate designs
- Smart meters (Time-of-Use Meters)

Proposed Items	Begin Date	Est. kW capacity savings per year	Est. kWh savings per year	Milestones to evaluate progress and/or accomplishments
Light updating in City Auditorium	Cont.	3 kW	1872 kWh	Replace with new fixtures
Update street lighting	Cont.	38kW	166,081 kWh	Replace with new fixtures as old fixtures fail
Upgrade distribution system as needed	Cont.	Unknown	Unknown	Upgrade as needed and funds available
Tree trimming	Cont.	Unknown	Unknown	Completed annually as part of maintenance plan

Measurement Strategies:

Describe your plan to evaluate and measure the actions and options identified in the IRP to determine if the IRP's objectives are being met. The plan must identify and include a baseline from which you will measure the IRP implementation's benefits. (See 10 CFR § 905.11 (b) (6)).

The City will annually review its peak demand and energy use included in this plan and make adjustments as needed for significant deviations.

Once a year, the IRP will be reviewed to evaluate progress against the plan's goals. The City will submit an annual IRP progress report as required by the Energy Planning and Management Program. The annual progress reports will be available for public review.

The following will be tracked and reported in the subsequent annual updates:

- Feedback and suggestions from customers
- Energy savings from demand side measures
- Progress of the programs and feedback will be presented to the City Council

SECTION 9**SIGNATURES AND APPROVAL****IRP Approval:**

Indicate that all of the IRP requirements have been met by having the responsible official sign below; **and** provide documentation that the IRP has been approved by the appropriate governing body (i.e. provide a copy of the minutes that document an approval resolution). (See 10 CFR § 905.11 (b) (4)).

Wes Blecke (Name – Print or type)	City Administrator (Title)
 (Signature)	December 18, 2018 (Date)

Other Information:

(Provide/attach additional information if necessary)

IRP Posting Requirement:

10 CFR § 905.23 of the EPAMP as amended effective July 21, 2008, facilitates public review of customers' approved IRPs by requiring that a customer's IRP be posted on its publicly available Web site or on WAPA's Web site. Please check the method in which you will comply with this requirement within thirty (30) days of receiving notification the IRP has been approved:

X	Customer will post the approved IRP on its publicly available website and send the URL to WAPA.
	Customer would like WAPA to post the approved IRP on WAPA's website.

IRP Updates:

WAPA's customers must submit updated IRPs every five (5) years after WAPA's approval of the initial IRP.

IRP Annual Progress Reports:

WAPA's customers must submit IRP progress reports each year within thirty (30) days of the anniversary date of the approval of the currently applicable IRP. Annual progress reports can be submitted using WAPA's on-line reporting tool, which can be accessed at: <http://www.wapa.gov/FormsAuth/Login.aspx?ReturnUrl=/irpsubmit/irpsubmit.aspx>

RESOLUTION NO. 2018-75

A RESOLUTION ACCEPTING THE WORK ON THE “ELECTRIC DISTRIBUTION – METER CUTOVER FOR THE WEST INNER AND EAST INNER CONVERSION PROJECT” AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$8,521.02 TO KLEIN ELECTRIC, INC.

WHEREAS, on the 16th day of May, 2017, the City of Wayne approved Resolution No. 2017-46 awarding the contract on the “Electric Distribution – Meter Cutover for the West Inner and East Inner Conversion Project” to Klein Electric, Inc.; and

WHEREAS, the contract has been completed according to the terms of the plans and specifications and according to the report of the project engineer, DGR Engineering.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the “Engineer’s Statement of Final Completion and Owner’s Acceptance of Contract Construction” by the project engineer, DGR Engineering, for the work on the “Electric Distribution – Meter Cutover for the West Inner and East Inner Conversion Project” be and the same is hereby approved, and the Mayor is authorized to sign the same.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to make final payment to the contractor pursuant to the project contract.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



December 3, 2018

City of Wayne
Attn: Tim Sutton
306 Pearl St.
Wayne, NE 68787

RE: Final Documents
Meter Cutover - West Inner and East Inner Conversion
City of Wayne, Nebraska
DGR Project No. 412305

Dear Tim:

Enclosed are three (3) sets of Final Documents for the above reference project. The project has been completed by Klein Electric Inc. as per the contract documents and to the satisfaction of DGR and the City of Wayne. Klein Electric Inc. has completed all the necessary requirements and forms for the Final Documents.

The following items need to be completed.

1. Schedule approval of Final Documents and Final Payment to Klein Electric Inc. in the amount of **\$8,521.02.**
2. Pay Estimate No. 5 - Final
 - Have the appropriate official sign, title, and date page 3 of 3 on all three (3) documents.
3. Engineer's Statement of Final Completion and Owner's Acceptance of Contract Construction.
 - Have the appropriate official sign and date this form in all three (3) documents.
 - An attest's signature is also required on this form in all three (3) documents.



Tim Sutton
Page Two
December 3, 2018

4. After approval of the Final Documents distribute as follows:
 - Send Contractor's Copy and payment of **\$8,521.02** to:

Klein Electric Inc.
Attn: Mark Klein
58211 Hwy 35
Wakefield, NE 68784
 - Send Engineer's Copy to:

Paul Davis
DGR Engineering
1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246
 - Retain Owner's Copy for your files.
5. After final payment is received by Klein Electric Inc., the City of Wayne will receive a "Contractor's Receipt for Final Payment". Insert the Receipt in the Final Document.

Sincerely,

DGR Engineering

A handwritten signature in blue ink that reads 'Daniel Messner'.

Daniel Messner

Enclosures (3)



PAY ESTIMATE NO. 5 FINAL
 WEST INNER & EAST INNER CONVERSION - ELECTRIC METER CUTOVER
 WAYNE, NEBRASKA
 DGR Project No. 412305

For Period From: 9/27/18 To: 10/31/18
 Contractor: Klein Electric Inc
 Bid Date: May 9, 2017

SUMMARY

VALUE OF WORK COMPLETED TO DATE	\$95,180.43	ORIGINAL CONTRACT PRICE	\$107,912.80
LESS RETAINAGE (0%)	\$0.00	EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions)	\$95,180.43
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT	\$95,180.43	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT	\$95,180.43
LESS ESTIMATES PREVIOUSLY APPROVED	\$16,886.66	EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT	\$0.00
Pay Estimate No. 1	\$23,094.68	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT	100%
Pay Estimate No. 2	\$7,327.58		
Pay Estimate No. 3	\$39,350.49		
Pay Estimate No. 4	N/A		
Pay Estimate No. 5	N/A		
Pay Estimate No. 6	N/A		
Pay Estimate No. 7	N/A		
Pay Estimate No. 8	N/A		
TOTAL AMOUNT DUE THIS ESTIMATE	\$8,521.02		

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

Klein Electric Inc., Contractor

By: *Ma Klein* Date: 11/18

CERTIFICATE

THE AMOUNT OF \$8,521.02 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT

By: _____
 City of Wayne, Nebraska, Owner

By: *Daniel Mason*
 DGR Engineering, Engineer

Title: _____

Date: _____

Date: 11/27/18

**ENGINEER'S STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION**

TO: Klein Electric Inc.
5821 Hwy 35
Wakefield, NE 68784
West Inner and East Inner Electric Meter Conversion
PROJECT DESIGNATION

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Construction Contract No. _____, dated June 14th, 2017, including all approved amendments and change orders, (hereinafter called the "Project") between City of Wayne, Wayne, NE ("Owner") and Klein Electric Inc. ("Contractor") has been completed as of 9-27-18 and to the best of my knowledge, information and belief, based on observations made during the period of construction, is in substantial compliance with the provisions of the Construction Contract, including all plans, specifications and drawings, and modifications thereof.

To the best of my knowledge, information and belief,

2. Defects in workmanship and materials reported during the period of construction of the Project have been corrected.
3. The total cost of the project as completed is ninety five thousand, one hundred eighty and 43/100 dollars (\$ 95,180.43).
4. The Final Inventory attached hereto and made a part hereof is a complete and accurate summary of the work performed in accordance with the Construction Contract.

Accepted:

City of Wayne
Owner

DGR Engineering

By _____

By Paul Davis

Date _____

Title Project Manager

Attest _____

Date 9-27-18

[Back to Top](#)

RESOLUTION NO. 2018-76

A RESOLUTION ACCEPTING WORK ON THE “4TH STREET PAVING PROJECT.”

WHEREAS, on the 6th day of July, 2017, the City of Wayne approved Resolution No. 2017-59 awarding the contract on the “4th Street Paving Project” to A & R Construction Co. of Plainview, Nebraska; and

WHEREAS, the contract has been completed according to the terms and specifications of the plans and specifications and according to the report of the project engineer, McLaury Engineering, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the recommendation of acceptance by the project engineer, McLaury Engineering, Inc., for the work on the “4th Street Paving Project” be and the same is hereby approved.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

October 24, 2018

City of Wayne
Attn: Mayor Jill Brodersen & City Council Members
306 Pearl Street
Wayne, NE 68787



RE: 4th Street Final Completion

Dear Honorable Mayor Brodersen and City Council Members,

I would like to take this opportunity to let you know the 4th Street Project is complete and the contractor has met the requirements of the plans and specifications. The project was completed per the plans and specifications except for the watermain that Mr. Bencoter is to install along the north side of 4th Street east of Tomar Drive.

As the project design progressed there were quite a few revisions to the scope of the project with many varying interests involved. In the final design we removed the design of the Rugby Road and drainage that was to take place down along the ball fields.

This project constructed roughly 7,700 SY's of Concrete Pavement, installed 1,900 LF of Storm Sewer Pipe, and 800 LF of Sanitary Sewer Line. The total cost of construction items for the project was \$615,995.51.

It has been a pleasure to work with you, the city council and the City Staff on the completion of the project. Should you have any questions on the project, please do not hesitate to contact me. We look forward to working with the city in the future!

Best regards,

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

[Back to Top](#)

RESOLUTION NO. 2018-77

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE LOTTERY CONTRACTOR AGREEMENT BY AND BETWEEN ADVANCED GAMING TECHNOLOGIES, INC., AND THE CITY OF WAYNE TO OPERATE THE KENO-TYPE LOTTERY WITHIN THE CITY OF WAYNE.

WHEREAS, the City of Wayne, on December 17, 2013, awarded a contract to Advanced Gaming Technologies, Inc., to operate the keno-type lottery within the City of Wayne, the same being a five-year agreement; and

WHEREAS, the City of Wayne is desirous of extending said proposal an additional five years by way of Amendment No. 1, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that amendment No. 1 to the original Lottery Contractor Agreement between the City of Wayne and Advanced Gaming Technologies, Inc., is hereby accepted and approved, and that the Mayor be, and he is hereby authorized to sign said Amendment No. 1 on behalf of the City of Wayne, Nebraska, with Advanced Gaming Technologies, Inc., to operate the keno-type lottery within the City of Wayne.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____

Mayor

ATTEST:

City Clerk

AMENDMENT NO. ____
TO THE LOTTERY CONTRACTOR AGREEMENT BY AND BETWEEN
ADVANCED GAMING TECHNOLOGIES, INC. AND
THE CITY OF WAYNE

THIS AMENDMENT NO. ____ (“Amendment”) amends the Lottery Contractor Agreement dated December 17, 2013 (“Agreement”) between Advanced Gaming Technologies, Inc., a Nebraska corporation doing business in Wayne, Nebraska (“Contractor”) and the City of Wayne, a municipal corporation of the first class in Wayne County, Nebraska and a political subdivision of the State of Nebraska (“City”). The Agreement is hereby amended as follows:

1. Term. Pursuant to the provisions of Paragraph 6 of the Agreement, the term of the Agreement is hereby extended through December, 31, 2023.

2. Ratification. Without prejudice to any provision of this Amendment, all covenants, terms and conditions of the Agreement are hereby ratified and confirmed.

CITY: CITY OF WAYNE, a municipal corporation of the first class
and Political subdivision in Wayne County, Nebraska

BY: _____
MAYOR

CONTRACTOR: ADVANCED GAMING TECHNOLOGIES, INC.,
A Nebraska corporation

BY: _____
PRESIDENT

[Back to Top](#)

RESOLUTION NO. 2018-78

A RESOLUTION APPROVING AMENDMENT NO. 7 TO COMMUNICATION TOWER AND REAL ESTATE LEASE AGREEMENT WITH ALLTEL COMMUNICATIONS OF NEBRASKA, LLC, d/b/a VERIZON WIRELESS.

WHEREAS, the City owns a communication tower next to City Hall at 306 Pearl Street;
and

WHEREAS, said parties entered into a lease agreement dated March 1, 1998, as amended by First Amendment to Lease Agreement, dated October 2, 2003, and as further amended by Second Amendment to Lease Agreement dated December 14, 2004, Third Amendment to Lease Agreement dated November 8, 2010, Fourth Amendment to Lease Agreement dated July 20, 2012, Fifth Amendment to Lease Agreement dated December 10, 2012, and Sixth Amendment to Lease Agreement dated June 4, 2015; and

WHEREAS, the City Administrator has renegotiated and the City Attorney has reviewed said Amendment No. 7 to the Communication Tower and Real Estate Lease Agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless and recommend approval thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 7 to the Communication Tower and Real Estate Lease Agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless, is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**SEVENTH AMENDMENT TO COMMUNICATION
TOWER AND REAL ESTATE LEASE AGREEMENT**

This Seventh Amendment to Communication Tower and Real Estate Lease Agreement ("**Amendment**") is made and entered into this ____ day of _____ 20__, by and between the **City of Wayne, Nebraska** ("**Lessor**") and **Alltel Communications of Nebraska LLC d/b/a Verizon Wireless** ("**Lessee**"). The Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WHEREAS, Lessor and Aliant Cellular Inc., Lessee's predecessor in interest, entered into a Communication Tower and Real Estate Lease Agreement dated March 1, 1999, as previously amended (collectively, the "**Lease**"), pursuant to which Lessee leases space on Lessor's communications tower and a portion of the property located at 306 Pearl Street, Wayne, Wayne County, Nebraska 68787; and

WHEREAS, the Parties desire to amend the Lease to, among other things, extend the Lease term and allow modification of Lessee's antennas on Lessor's tower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Any capitalized terms used in this Amendment that are not defined herein have the meanings given those terms in the Lease.

2. Section 1(a) of the Lease is deleted in its entirety and replaced with the following:

(a) Space on Lessor's tower at 136' centerline for the installation of twelve (12) antennas, three (3) TMA's, six (6) RRUs and one (1) distribution box.

3. Lessor specifically approves of Lessee's proposed equipment modification.

4. Lessor and Lessee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Except as specifically provided in this Amendment, the Lease shall remain in full force and effect and shall continue to be binding upon, and enforceable against, Lessor and Lessee in accordance with its terms. All covenants, terms and obligations of the Lease not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Lease and this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the day and year first above written.

LESSOR:

City of Wayne, Nebraska

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

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

**By: Alltel Communications, LLC,
its Sole Member**

By: _____

Name: _____

Title: _____

Date: _____

ORDINANCE NO. 2018-35

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, GENERAL PROVISIONS – SNOW PLOW ALERT; 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, the section title Snow Plow Alert is hereby amended to read as follows:

SNOW ~~PLOW ALERT~~ EMERGENCY

§ 78-281 DEFINITIONS.

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

CITY ADMINISTRATOR or **DESIGNATE**. The person authorized by the Council to enforce this subchapter.

ROADWAY. The portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder.
(2002 Code, § 78-281) (Ord. 2004-3, passed 4-13-2004)

§ 78-282 PARKING ON CITY STREETS.

(A) Whenever the City Administrator or designate finds, on the basis of falling snow, sleet or freezing rain, or on the basis of a forecast by a weather service, of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic be expedited and that parking on city streets be prohibited or restricted for snow plowing and other purposes, the City Administrator or designate shall put into effect the parking prohibition on all city streets as necessary by declaring a snow ~~plow alert~~ or **winter** weather emergency.

(B) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the City Administrator or designate in accordance with this subchapter. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a city street to which it applies. This prohibition shall remain in effect for the duration of the storm and/or until removed.
(2002 Code, § 78-282) (Ord. 2004-3, passed 4-13-2004; Ord. 2008-4, passed 3-4-2008)

§ 78-283 STALLED VEHICLE ON CITY STREET.

Whenever a vehicle becomes stalled for any reason, whether or not in violation of this subchapter, or on any part of a city street on which there is a covering of snow, sleet or ice, upon which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such street, or onto the public space portion of a nearby driveway. No person shall abandon or leave his or her vehicle in the roadway of a street, except for the purpose of securing assistance during the actual time necessary to go to a place of assistance and return without delay.

(2002 Code, § 78-283)

§ 78-284 DECLARATIONS OF DIRECTOR.

The City Administrator or designate shall cause each declaration by him or her pursuant to this subchapter to be publicly announced by means of broadcast or telecast, from stations with a normal operating range covering the city or by cable television; and he or she may cause such declaration to be further announced in the newspapers of general circulation when feasible. Each announcement shall describe the action taken by the City Administrator or designate, including the time it became or will become effective, and shall specify the streets or areas affected. A parking prohibition declared by the City Administrator or designate shall not go into effect until at least three hours after it has been announced, at least five times, between 6:00 a.m. and 10:00 p.m., in accordance with this section.

(2002 Code, § 78-284) (Ord. 2004-3, passed 4-13-2004)

§ 78-285 TERMINATION OF PARKING PROHIBITION BY THE DIRECTOR.

Whenever the City Administrator or designate shall find that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this subchapter no longer exists, he or she may declare the prohibition terminated, in whole or in part, in a manner prescribed by this subchapter, effective immediately upon announcement.

(2002 Code, § 78-285)

PROVISIONS TEMPORARILY EFFECTIVE TO TAKE PRECEDENCE.

Any provision of this subchapter which becomes effective by declaration of the City Administrator or designate or upon the occurrence of certain weather conditions shall, while temporarily in effect, take precedence over other conflicting provisions or law normally in effect; except that, it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles or emergency traffic directions by a police officer.

(2002 Code, § 78-286)

§ 78-287 REMOVAL, IMPOUNDING, RETURN OF VEHICLES.

(A) City employees are authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety, including another place on a street, or to a garage designated or maintained by the Police Department when:

(1) The vehicle is parked on a part of a street on which a parking prohibition is in effect pursuant to this subchapter;

(2) The vehicle is stalled on a part of a street on which there is a covering of snow, sleet or ice on which there is a parking prohibition in effect pursuant to this subchapter and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this subchapter; or

(3) The vehicle is parked in violation of any parking ordinance or provisions of law and is interfering or about to interfere with snow removal operations.

(B) Whenever an officer or employee removes or has removed a vehicle from a street as authorized in this section and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner, such officer shall give or cause to be given notice to such owner of the fact of such removal and the reasons for removal and of the place to which such vehicle has been removed.

(C) No person shall recover any vehicle removed in accordance with this section, except as provided in this division (C). Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been placed or impounded, he or she shall present to a member of the Police Department evidence of his or her identity and right to possession of the vehicle, and shall sign a receipt for its return, shall pay the cost of impound, shall pay any cost of storage accrued and shall pay any issued and outstanding parking ticket.

(D) It shall be the duty of the Police Department to keep a record of each vehicle removed in accordance with this section. The records shall include:

- (1) A description of the vehicle;
- (2) Its license number;
- (3) The date and time of its removal;
- (4) Where it was removed from;
- (5) Its location;
- (6) The name and address of its owner and last operator, if known;
- (7) Its final disposition; and
- (8) The parking violation involved.

(E) This section shall be supplemental to any other provisions of law granting members of the Police Department authority to remove vehicles.
(2002 Code, § 78-287) (Ord. 2004-3, passed 4-13-2004)

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 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-36

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, GENERAL PROVISIONS, SECTION 78-237 STREETS TO BE KEPT CLEAN; 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, Section 78-237 Streets to be kept clean is hereby amended to read as follows:

Sec. 78-237 Streets to be kept clean

It shall be unlawful for any person to place, throw or put upon any street, alley, sidewalk or any public place any snow, ice, dirt, rubbish, refuse, or material of any kind or nature unless otherwise permitted by ~~the ordinances of~~ the city. **For the purpose of snow removal, any snow laying within the public right-of-way may remain in the right-of-way from which it came. It shall be unlawful to place the snow in the right-of-way across the paved street or adjacent to another private property. Any snow piled adjacent to a public alley or within the sight triangle for all streets shall not exceed 30" in height.**

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.

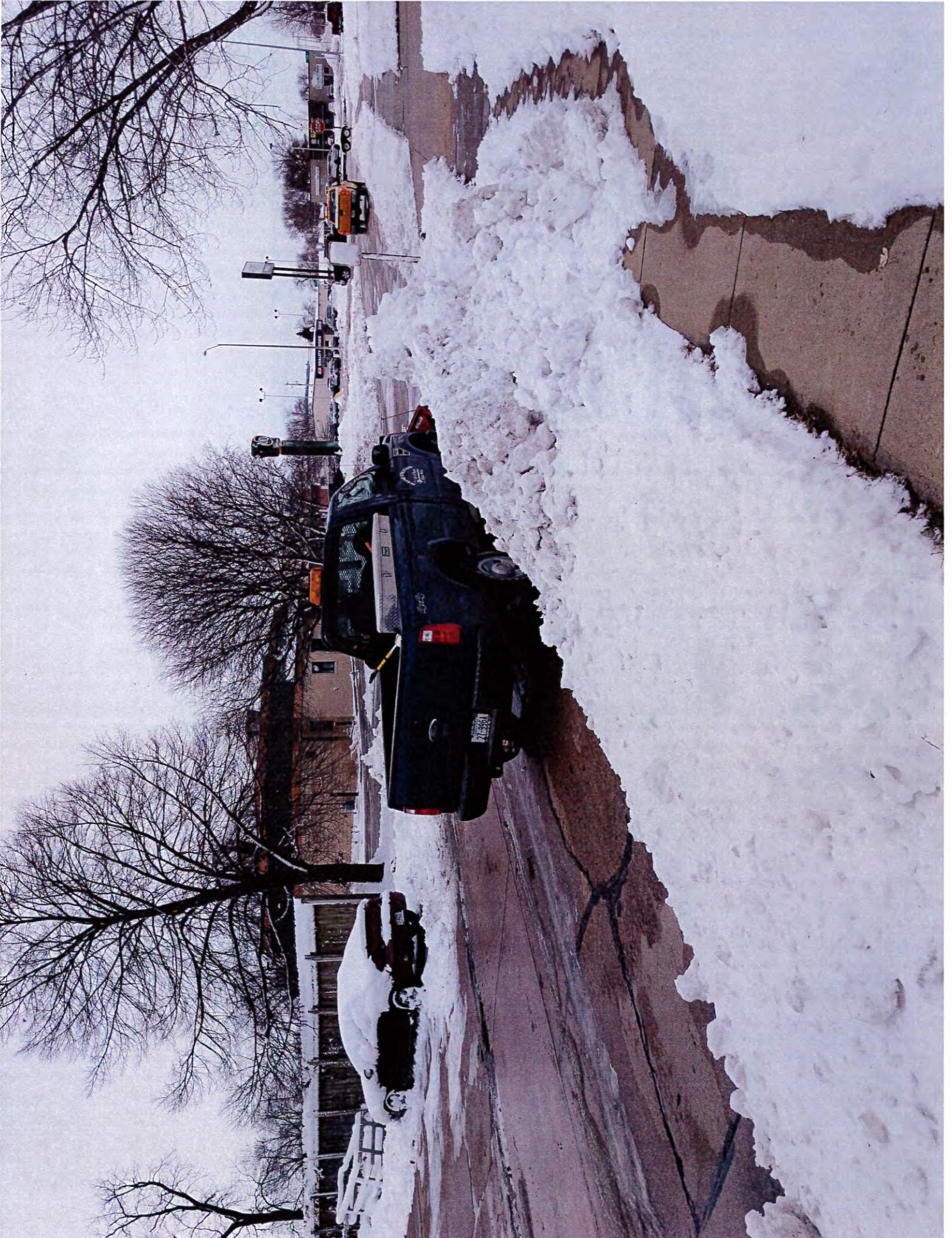
PASSED AND APPROVED this 18th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk





Change Order No. 1

Date of Issuance: November 20, 2018	Effective Date: November 20, 2018
Owner: City of Wayne	Owner's Contract No.:
Contractor: Milo Meyer Construction, Inc.	Contractor's Project No.:
Engineer: Advanced Consulting Engineering Services	Engineer's Project No.: 617-028
Project: Ditch Grading	Contract Name: Southview II

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

Description: Excluding the following:

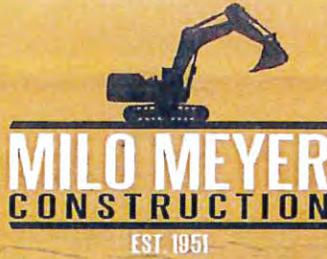
- a) any silt fence
- b) any bale checks
- c) any seeding
- d) any SWPPP

Attachments: please see page 5 as attached to the Bid Form

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>30,900</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: <u>Mid-December 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[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>30,900</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price Incorporating this Change Order: \$ <u>30,900</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: <u>Mid-December 2018</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>Steven B. Meyer</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized)
Title: <u>President</u>	Title _____	Title <u>PRESIDENT</u>
Date: <u>12-10-2018</u>	Date _____	Date <u>12-7-18</u>

◀ 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

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**EXCAVATION BID
CITY OF WAYNE
Southview II Ditch Grading
11/1/2018**

EXCLUSIONS:

SEEDING- Per Addendum #1 The City of Wayne will complete the seeding

Contractor Exclusions- Bid does NOT include:

- a.) Any silt fence
- b.) Any bale checks
- c.) Any seeding
- d.) Any SWPPP

NOTE:

- 1.) Excavated dirt will be stockpiled on adjacent landowners property on the west and south side of ditch
- 2.) If construction entrance is NOT needed – deduct \$2000.00 from Mobilization
- 3.) Anticipated start and completion dates are based on Advanced Consulting Engineering Services providing 4 (four) control points needed to complete the project

Date of Issuance: December 12, 2018
 Owner: City of Wayne
 Contractor: Milo Meyer Construction, Inc.
 Engineer: Advanced Consulting Engineering Services
 Project: Ditch Grading

Effective Date: December 12, 2018
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 617-028
 Contract Name: Southview II

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

Description: Bring estimated and actual quantities into alignment

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>30,900</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> : \$ _____	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>30,900</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ <u>10,300</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>20,600</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
 By: [Signature]
 Engineer (if required)
 Title: President
 Date: 12-13-2018

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Title _____
 Date _____

ACCEPTED:
 By: _____
 Contractor (Authorized)
 Title _____
 Date _____

PROJECT: SOUTHVIEW II - DITCH GRADING
 ACES #: 617-028
 CONTRACTOR: MILO MEYER CONSTRUCTION
 PAY APPLICATION #: FINAL
 DATE: DECEMBER 12, 2018

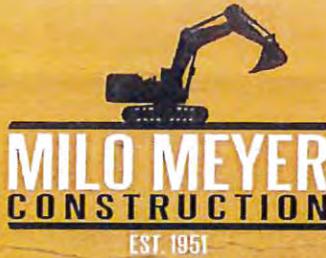
SOUTHVIEW II											
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED (CONSTRUCTED QUANTITY)			CHANGE ORDER #1 TO BRING ESTIMATED QUANTITIES IN LINE WITH FINAL QUANTITIES		
						FROM PREVIOUS APPLICATIONS	THIS PERIOD	COMPLETED TO DATE (QTY)		COST TO DATE	
1	MOBILIZATION	1	JOB	LUMP SUM	\$3,900.00		1.00	1.00	\$3,900.00	0.00	\$0.00
2	GRADE DITCH	1	JOB	LUMP SUM	\$27,000.00		0.6185	0.62	\$16,700.00	-0.38	(\$10,300.00)
3	SEEDING	0.75	ACRES		\$0.00			0.00	\$0.00	-0.75	\$0.00
TOTAL BASE BID					\$30,900.00				\$20,600.00		-\$10,300.00

CHANGE ORDER #1 MISCELLANEOUS ADDS	
CO 1	EXCLUSIONS
TOTAL PRICE CHANGE ORDER #1	
	\$0.00

CO 2	TOTAL PRICE CHANGE ORDER #2 (see above right)
	-\$10,300.00

TOTAL CONTRACT PRICE	\$30,900.00
NET CHANGE BY CHANGE ORDERS	-\$10,300.00
CURRENT CONTRACT PRICE	\$20,600.00
TOTAL COMPLETED AND STORED TO DATE	\$20,600.00
RETAINAGE	\$0.00
AMOUNT ELIGIBLE FOR PAYMENT	\$20,600.00
LESS PREVIOUS AMOUNT PAID	\$0.00
AMOUNT DUE THIS APPLICATION	\$20,600.00
BALANCE TO FINISH (INCLUDING RETAINAGE)	\$0.00

◀ 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

Page 5

EXCAVATION BID
CITY OF WAYNE
Southview II Ditch Grading
11/1/2018

EXCLUSIONS:

SEEDING- Per Addendum #1 The City of Wayne will complete the seeding

Contractor Exclusions- Bid does NOT include:

- a.) Any silt fence
- b.) Any bale checks
- c.) Any seeding
- d.) Any SWPPP

NOTE:

- 1.) Excavated dirt will be stockpiled on adjacent landowners property on the west and south side of ditch
- 2.) If construction entrance is NOT needed – deduct \$2000.00 from Mobilization
- 3.) Anticipated start and completion dates are based on Advanced Consulting Engineering Services providing 4 (four) control points needed to complete the project



Contractor's Application For Payment No. FINAL

To (Owner):	City of Wayne	Application Period:	December 12, 2018
From (Contractor):	Milo Meyer Construction, Inc.	Via (Engineer):	Advanced Consulting Engineering Services
Project:	Southview II	Contract:	Ditch Grading
Owner's Contract No.:		Contractor's Project No.:	
		Engineer's Project No.:	617-028

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1		
	2		\$10,300.00
TOTALS		\$0.00	\$10,300.00
NET CHANGE BY CHANGE ORDERS			-\$10,300.00

1. ORIGINAL CONTRACT PRICE \$ 30,900.00
2. Net change by Change Orders \$ (10,300.00)
3. CURRENT CONTRACT PRICE (Line 1 +/- 2) \$ 20,600.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 20,600.00
5. RETAINAGE:

a. 0.00%	% x \$ 20,600.00	Work Completed	\$ -
b.	% x \$	Stored Material	\$ -
		(Line 5a + Line 5b)	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 20,600.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ -
8. AMOUNT DUE THIS APPLICATION \$ 20,600.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 0.00

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:	\$20,600.00
is recommended by:	_____ (Line 8 optional - attach explanation of other amount)
Payment of:	\$20,600.00
is approved by:	_____ (Line 8 or other - attach explanation of other amount)
Approved by:	_____ (Owner)
	_____ Funding Agency (if applicable)