

**AGENDA
CITY COUNCIL MEETING
February 5, 2019**

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 – January 15, 2019](#)
4. [Approval of Claims](#)
5. [Presentation of FY17-18 Audit – Terry Galloway, Almquist, Maltzahn, Galloway & Luth, PC](#)
6. [Semi-Annual Report to Council on LB 840 Activity — Luke Virgil, Director of Wayne Area Economic Development](#)
7. [Action on the Recommendation of the LB840 Revolving Loan Fund Review Committee on the Revolving Loan Fund Application of Talon Capital, LLC, a Limited Liability Company](#)

Background: The LB840 Revolving Loan Fund Review Committee met on January 10, 2019, on the application of Talon Capital, LLC. They intend to use these funds to purchase the business known as D.V. Fyre Tec, which is located in the Wayne Industrial Park. The Review Committee is recommending the following:

- Approval of the loan request of \$250,000;
 - An interest rate to be set at 50% of the interest rate set by Midwest Bank; and
 - A loan repayment period of up to ten years.
8. **Public Hearing:** [To consider the Planning Commission's recommendation concerning a Use by Exception request for the Wayne Municipal Code B-3 Neighborhood Commercial District, specifically Section 152.082 \(D\) Exceptions \(1\) Auto Sales and Services, including open air display of new and used cars. The Applicant, Dustin Soden, is seeking the use by exception to obtain a dealer license to sell automobiles at 502 Main Street. \(Advertised Time: 5:30 p.m.\)](#)

Background: The Planning Commission is meeting Monday night to review and consider this Use by Exception request. Joel will have their recommendation available at meeting time for you.

9. [Resolution 2019-4: Approving a “Use by Exception Permit” for Dustin Soden to obtain a dealer license to sell automobiles at 502 Main Street](#)
10. Public Hearing: One and Six Year Street Improvement Program (Advertised Time: 5:30 p.m.)

Background: This Plan is required to be submitted to NDOR each February to be eligible for approximately \$460,000 in NDOR Highway Allocation funds for Wayne. This Plan was developed and recommended to you based on retreat goals, plus input from the Public Works Department regarding work needed to be done. This is the opportunity for the public to share their input regarding the projects listed and/or projects they would like to see incorporated into the plan.

11. [Resolution 2019-5: Approving One and Six Year Street Improvement Program](#)

Recommendation: The recommendation of Wes Blecke, City Administrator, and Joel Hansen, Street and Planning Director, is to approve the One and Six Year Street Improvement Plan as presented. This Plan can be modified at this meeting.

12. [Resolution 2019-6: Approving Engineering Agreement between the City of Wayne and JEO Consulting Group, Inc., for the “2019 Nebraska Street Improvements, 2nd to 7th Street Project” – CDBG No. 16-CD-208](#)

Background: As stated at the last meeting, a Committee was put together to review the Requests for Qualifications (RFQ) for an engineer to oversee the CIS Grant No. 16-CD-208 – “2019 Nebraska Street Improvements, 2nd to 7th Street Project.” Council approved the appointment of JEO Consulting Group, Inc., as the special engineer for this project as recommended by the Committee. This Resolution will approve the formal engineering agreement for the said project.

13. [Resolution 2019-7: Approving Agreement between the City of Wayne and Settje Agri Services and Engineering, Inc., for Sludge Disposal](#)

Background: This agreement with Settje Agri Services and Engineering (SASE) is for the sludge disposal. JEO Consulting Group, Inc., was tasked with developing a guide to assist SASE with compliance of regulations for the disposal of sludge. The proposal has been reviewed by JEO and staff. SASE will receive a fee of \$3.50 per ton on all solid products removed from the lagoon, with fees being used to cover costs of services as well as towards subsidies to offset some cost of hauling and applications to parties receiving biosolids for land application. In addition, SASE will also receive an additional fee of \$.75 per ton from the City in instances where SASE is required to hire the loading of biosolids.

14. [Resolution 2019-8: Approving Exhibit “E” to the Wholesale Power Contract between Nebraska Public Power District and the City of Wayne](#)

Background: Because we exercised the option to limit or reduce the amount of power we were to purchase under the 2002 NPPD Wholesale Power Contract, the attached Exhibit “E” is required to establish the base demand and energy amounts until the termination of the Wholesale Power Contract.

15. Resolution 2019-9: Repealing Resolution 2018-73 which approved the Capacity Purchase Agreement between Northeast Nebraska Public Power District, the City of Wayne, and Big Rivers Electric Corporation on 12-18-18, and approving the amended Capacity Purchase Agreement between said Parties and authorizing the execution thereof

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 with a 2% annual escalator that would cap at \$1.50; annual total would be \$12,540 for the first year. This amount would be passed through as a credit on our monthly BREC invoice (as BREC would collect from Northeast).

16. Resolution 2019-10: Authorizing City Administrator to apply for Nebraska Public Transportation Act Funds for the operation of the Wayne Public Transportation System
17. Action on the proposal to purchase diesel fuel from Nebraska Public Power District – 105,914 gallons for \$1.70 per gallon, totaling \$180,053.80
18. Action on the appointment of Terry Sievers, Wayne County Commissioner, to fill the unexpired term of Randy Larson on the Wayne Community Redevelopment Authority – term would expire 12/21
19. Action on Change Order No. 6 – add on of \$5,342.00, No.7 – deduct of \$1,150.00, No. 8 – deduct of \$2,464.00 and No. 9 – add on of \$1,376.00 for the “Wayne Golf & Country Club Clubhouse Improvement Project” – OCC Builders, LLC
20. Action on Pay Application No. 10 in the amount of \$52,379.000 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project”
21. Action on Pay Application No. 11 in the amount of \$53,873.000 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project”
22. Adjourn

**MINUTES
CITY COUNCIL MEETING
January 15, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, January 15, 2019, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 3, 2019, 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 Giese advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of January 2, 2019, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERITAS, SE, 72.00; AMERITAS, SE, 107.30; AMERITAS, SE, 2625.78; AMERITAS, SE, 74.45; APPEARA, SE, 159.65; ASCAP, FE, 357.00; BENSCOTER INC, RE, 250.00; CARHART LUMBER CO, SU, 119.48; CITY EMPLOYEE, RE, 56.82; CITY

EMPLOYEE, RE, 22.35; CITY EMPLOYEE, RE, 33.82; CITY EMPLOYEE, RE, 38.75; CITY EMPLOYEE, RE, 44.72; CITY EMPLOYEE, RE, 71.47; CITY EMPLOYEE, RE, 75.42; CITY EMPLOYEE, RE, 7192.22; CITY EMPLOYEE, RE, 29.34; CITY EMPLOYEE, RE, 26.52; CITY EMPLOYEE, RE, 144.45; CITY EMPLOYEE, RE, 54.79; CITY EMPLOYEE, RE, 242.10; CITY EMPLOYEE, RE, 22.35; CITY OF WAYNE, PY, 70509.98; CITY OF WAYNE, RE, 869.33; COPY WRITE PUBLISHING, SE, 177.53; CUMMINS CENTRAL POWER, SE, 318.40; DAVE'S DRY CLEANING, SE, 66.00; DEARBORN NATIONAL LIFE, SE, 2385.32; EASYPERMIT POSTAGE, SU, 1747.89; ECHO GROUP, SU, 302.80; ED M. FELD EQUIPMENT, SU, 718.95; ELLIS HOME SERVICES, SU, 176.79; FAITH REGIONAL PHYSICIAN SERV, SE, 30.00; FIRST CONCORD GROUP, SE, 180.00; FLOOR MAINTENANCE, SU, 553.53; GERHOLD CONCRETE, SU, 47.19; GRANQUIST, JIM, SU, 3.05; HAWKINS, SU, 1862.62; HEATHER HEADLEY, RE, 23.43; HEIKES AUTOMOTIVE, SE, 107.00; HILAND DAIRY, SE, 118.94; HUNDERTMARK CLEANING SYSTEMS, SU, 7036.25; HYDRO OPTIMIZATION, SU, 290.63; ICMA, SE, 9901.36; INTERSTATE ALL BATTERY, SU, 49.00; INTERSTATE BATTERY SYSTEM, SU, 25.50; IRS, TX, 9556.63; IRS, TX, 12392.68; IRS, TX, 2898.34; KNOEPFLER CHEVROLET, SU, 84.65; KTCH, SE, 850.00; LUTT OIL, SU, 4354.36; MAJOR REFRIGERATION, SE, 492.25; MARCO, SE, 126.36; MATHESON-LINWELD, SU, 44.02; MIDWEST LABORATORIES, SE, 1172.00; MILO MEYER CONSTRUCTION, SE, 443.80; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 150.00; NE DEPT OF REVENUE, TX, 3895.77; NE DEPT OF REVENUE, TX, 280.65; NEBRASKA DEVELOPMENT NETWORK-NE, FE, 50.00; NORTHEAST TIRE SERVICE, SU, 2196.00; NWEA, SE, 350.00; OCC BUILDERS, SE, 55655.00; O'KEEFE ELEVATOR COMPANY, SE, 593.63; ONE CALL CONCEPTS, SE, 9.06; OVERDRIVE, INC, SU, 329.54; PAC N SAVE, SU, 657.44; PEARCY, SHAWN, SE, 51.25; PENGUIN RANDOM HOUSE, SU, 60.00; PITNEY BOWES, SE, 253.85; POSTMASTER, FE, 144.00; QUALITY FOOD CENTER, SU, 187.77; QUALITY FOOD CENTER, SU, 254.50; RR DONNELLEY, SU, 95.60; SHOPKO, SU, 117.11; SIEVERS, SHARLENE, SE, 51.25; STEFFEN TRUCK EQUIPMENT, SU, 120.94; TEI LANDMARK AUDIO, SU, 61.59; TIJ CONSTRUCTION, RE, 250.00; TYLER TECHNOLOGIES, SE, 1295.00; US BANK, SU, 11316.64; US FOODSERVICE, SU, 951.44; VERIZON, SE, 318.08; WAYNE AREA CHAMBER OF COMMERCE, SE, 1200.00; WAYNE AUTO PARTS, SU, 1286.39; WAYNE COUNTY CLERK, SE, 16.00; WAYNE HERALD, SE, 241.00; WAYNE HERALD, SE, 1181.75; WAYNE VETERINARY CLINIC, SE, 182.00; WESCO, SU, 363.80; WAPA, SE, 21559.44; WESTRUM LEAK DETECTION, SE, 905.00; Y & Y LAWN SERVICE, SE, 400.00; ZACH HEATING & COOLING, SE, 69.50; ARBOR DAY FOUNDATION, FE, 100.00; BAKER & TAYLOR BOOKS, SU, 597.61; BOMGAARS, SU, 1188.87; CITY EMPLOYEE, RE, 100.00; CITY EMPLOYEE, RE, 79.15; CITY EMPLOYEE, RE, 319.24; CITY EMPLOYEE, RE, 162.60; CIVICPLUS, SE, 427.80; COTTONWOOD WIND PROJECT, SE, 16860.00; COTTONWOOD WIND PROJECT, SE, 14062.92; COTTONWOOD WIND PROJECT, SE, -14062.92; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; DUTTON-LAINSON, SU, 791.54; ECHO GROUP, SU, 139.93; ED M. FELD EQUIPMENT, SU, 302.00; FLOOR MAINTENANCE, SU, 108.45; HEIKES AUTOMOTIVE, SE, 85.95; INGRAM LIBRARY SERVICES, SU, 1137.63; MADISON CO COURT, RE, 295.25; MARCO, SE, 175.82; MATT PARROTT, SU, 34.44; NEXIC, FE, 1000.00; OVERHEAD DOOR, SE, 4641.00; PADILLA, LUCY, SU, 10.00; ROBERTSON IMPLEMENT, SU, 51.48; SPARKLING KLEAN, SE, 2837.11; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1112.00; STAPLES, SU, 234.63; THRASHER, RE, 100.00; THRASHER, RE, 100.00; THRASHER, RE, 100.00; WAYNE COUNTY COURT, RE, 150.00; WESCO, SU, 192.60

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, to approve the claims. Mayor Giese stated the motion, and the result of roll call being

all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Mayor Giese stated the time was at hand for the public hearing to consider the Planning Commission's recommendation concerning the Final Plat for the "Logan Valley Industrial Park 3rd Addition." The applicant for the request is Brent Pick. Mr. Pick would like to subdivide unplatted land he would like to purchase, but it must first be split apart from the current parcel.

The Planning Commission reviewed the matter at their public hearing on January 7, 2019, and forwarded a recommendation to approve the same, with an additional stipulation being to add a 30' easement on each side of the lot line between Lots 3 and 4 and Lots 5 and 6 for a future street, and with the "Finding of Fact" being staff's recommendation.

Brent Pick was present to answer questions.

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

The proposed Resolution contained the recommendation of the Planning Commission.

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

Councilmember Brodersen introduced Resolution 2019-2, and moved for its approval with the additional stipulation being to add a 30' easement on each side of the lot line between Lots 3 and 4 and Lots 5 and 6 for a future street, and with the "Finding of Fact" being staff's recommendation; Councilmember Karsky seconded.

RESOLUTION NO. 2019-2

A RESOLUTION APPROVING THE FINAL PLAT FOR THE "LOGAN VALLEY INDUSTRIAL PARK 3RD ADDITION" OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2018-33, and moved for final approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2018-33

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2018-34, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2018-34

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2018-35, and moved for approval thereof; Councilmember Spieker seconded.

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.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Jan Merrill, representing the Northeast Nebraska Economic Development District, stated the City received “Statement of Qualifications” from seven engineering firms for the “Nebraska

Street from 2nd Street to 7th Street Project.” This is in conjunction with the grant the City received for street and storm sewer improvements in this area. A committee reviewed and scored the “Statement of Qualifications” and is recommending that the firm of JEO Consulting Group be approved as the special engineer for this project.

Councilmember Sievers introduced Resolution No. 2019-3 and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2019-3

A RESOLUTION APPOINTING JEO CONSULTING GROUP AS THE SPECIAL ENGINEER TO BE USED FOR THE DESIGN AND RECONSTRUCTION OF THE “NEBRASKA STREET FROM 2ND STREET TO 7TH STREET PROJECT,” WHICH IS IN CONJUNCTION WITH CDBG COMMUNITY DEVELOPMENT GRANT - CONTRACT NO. 16-CD-208.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, advised the Council he will be requesting grant funds from the Crime Commission as part of a statewide project for police departments to transition over to digital citation equipment for their cruisers. The Crime Commission has granted Wayne a waiver for the year of 2019 to make the transition to digital citations by 2020. This is not a typical grant process and does not have set grant-matching funds. The Crime Commission was awarded a lump sum of money to assist police departments across the state to make the transition, so the fund amount received will depend upon the number of departments that applied or until their funds are depleted. We will need to equip the four marked patrol cars with this equipment, which will consist of laptop/tablet, thermal printer and scanner. Depending upon the amount of funds obtained from the State, if any, Marlen had \$10,000 for this budget period earmarked towards this project, anticipating grant funds to complete it. Rough estimated cost for the total project is around \$28,000. The vendor for the equipment is to be here this week to obtain price quotes for the grant application – the deadline is January 21st.

Councilmember Sievers made a motion, which was seconded by Councilmember Karsky, authorizing Marlen Chinn, Police Chief, to make an application to the Crime Commission for grant funds to transition over to digital citation equipment for police vehicles. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Louis Benscoter was present requesting Council consideration to reducing the easement size from 60' to 20' on Lot 2, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne County, Nebraska. This is the lot/property just south of the Cobblestone Hotel.

Joel Hansen, Street and Planning Director, stated there is a dedicated 60' easement at the north end of this property to allow for a street some day. Since the land to the east (Cityside area) has been platted without an outlet to a potential street, the owner and City staff do not think it is necessary to keep this entire easement. Mr. Benscoter is looking to build on this lot, and before he can administratively split this lot, he needs to know the Council's wishes for this easement.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, approving the request of Louis Benscoter to reduce the easement size from 60' to 20' on Lot 2, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne County, Nebraska. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Eischeid arrived at 5:55 p.m.

Mayor Giese requested Council consideration to approving the following staff appointments:

Betty McGuire as City Clerk.
Beth Porter as Finance Director.
Joel Hansen as Street and Planning Director.

Marlen Chinn as Police Chief.
Bryce Meyer as Recreation Director.
Diane Bertrand as Senior Center Coordinator.
Heather Headley as Library Director.
Gene Hansen as Electric Production Superintendent.
Tim Sutton as Electric Distribution Superintendent.

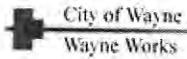
Councilmember Sievers made a motion, which was seconded by Councilmember Buck,
approving the following staff appointments:

Betty McGuire as City Clerk.
Beth Porter as Finance Director.
Joel Hansen as Street and Planning Director.
Marlen Chinn as Police Chief.
Bryce Meyer as Recreation Director.
Diane Bertrand as Senior Center Coordinator.
Heather Headley as Library Director.
Gene Hansen as Electric Production Superintendent.
Tim Sutton as Electric Distribution Superintendent.

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

Administrator Blecke gave an update on the lagoon property.

Councilmember Sievers made a motion, which was seconded by Councilmember
Spieker, to adjourn the meeting. Mayor Giese stated the motion, and the result of roll call being
all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the
motion carried and the meeting adjourned at 6:07 p.m.



| Vendor | Payable Description | Payment Total |
|--|--|---------------|
| ACES | ACES WIND ENERGY SERVICE AGREEMENT | 901.25 |
| ALMQUIST, MALTZAHN, GALLOWAY & LUTH PC | AUDIT OF FINANCIAL STATEMENTS | 27,950.00 |
| AMAZON.COM, LLC | DVD'S/BOOK/CLOCKS | 565.33 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT 457 PERCENTAGE | 111.71 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT 457 AMOUNT | 72.00 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT | 2,611.04 |
| AMERITAS LIFE INSURANCE | AMERITAS ROTH | 76.48 |
| APPEARA | LINEN & MAT SERVICE | 155.84 |
| BATTERY SOLUTIONS, LLC | BATTERY BUCKET | 109.95 |
| BLACK HILLS ENERGY | GAS BILLS | 2,353.73 |
| BOMGAARS | BATTERIES/BITS/FASTENERS/HOSE/BRUSHES | 416.73 |
| BROWN SUPPLY CO | CLAMP | 345.24 |
| BSN SPORTS, INC | BASKETBALLS/CART | 604.98 |
| CAP PETERSON | BUILDING PERMIT DEPOSIT REFUND | 100.00 |
| CASEY'S | LIGHTING EFFICIENCY | 470.00 |
| CENTURYLINK | TELEPHONE CHARGES | 419.63 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 707.00 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 182.33 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 12.53 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 256.08 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 15.62 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 80.00 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 109.94 |
| CITY OF WAYNE | PAYROLL | 71,354.69 |
| CITY OF WAYNE | UTILITY REFUNDS | 1,040.28 |
| DEARBORN NATIONAL LIFE | VFD INSURANCE | 99.76 |
| DEMCO INC | VIDEO BROWSER PACKS | 425.18 |
| DGR & ASSOCIATES CO | WEST/EAST INNER CONVERSION | 399.00 |
| ECHO GROUP INC JESCO | PLUG/EMERGENCY LIGHT KIT | 405.89 |
| ED M. FELD EQUIPMENT CO INC | COUPLER | 75.00 |
| ELECTRICAL ENGINEERING & EQUIPMENT | OVERLOAD RELAY | 307.83 |
| ELLIS HOME SERVICES | WATER FOUNTAIN BOTTLER/VALVE | 2,265.00 |
| EMBASSY SUITE | LODGING-UTILITIES/PUBLIC WORK CONFERENCE | 798.00 |
| ENVIRONMENTAL SERVICES, INC. | AUDITORIUM MOLD CLEAN UP | 3,120.00 |
| ENVIROTECH SERVICES, INC | LIQUID DE-ICER | 5,768.96 |
| FIRST CONCORD GROUP LLC | FLEX FEES | 2,841.76 |
| FLOOR MAINTENANCE | JANITORIAL SUPPLIES | 237.45 |
| FRED PRYOR SEMINARS | EXCEL SEMINAR | 199.00 |
| FREDRICKSON OIL CO | 55 GALLONS OF HD 30 OIL | 566.50 |
| GALE/CENGAGE LEARNING | BOOKS | 124.75 |
| GODFATHERS PIZZA | RETREAT MEAL | 106.39 |
| GOLDSTAR PRODUCTS INC. | POTHOLE PATCH KIT | 644.10 |

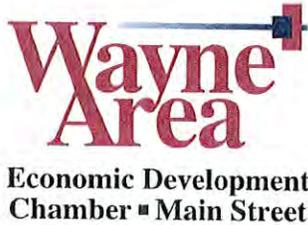
| Vendor | Payable Description | Payment Total |
|---|---|---------------|
| GRAINLAND ESTATES LLC | TIF INTEREST | 1,404.14 |
| GROSSENBURG IMPLEMENT INC | GRASS CATCHER BAG/BEARINGS/FILTERS/OIL | 3,367.87 |
| HACH COMPANY | CHLORINE | 507.62 |
| HAWKINS, INC | ZETAG EFFLUENT TREATMENT/PUMP | 1,851.28 |
| HEIKES AUTOMOTIVE LLC | TOWING | 5.00 |
| HILAND DAIRY | SENIOR CENTER FOOD SERVICE | 231.21 |
| HOLIDAY INN OF KEARNEY | LODGING-ECHTENKAMP/DAVIS | 403.80 |
| HUBER TECHNOLOGY INC | DUST COLLECTION BAGS | 250.00 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 9,717.37 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 9,730.22 |
| IRS | FICA WITHHOLDING | 12,492.80 |
| IRS | FEDERAL WITHHOLDING | 9,643.69 |
| IRS | MEDICARE WITHHOLDING | 2,921.72 |
| J. F. AHERN CO. | CAC SPRINKLER INSPECTION | 330.00 |
| JEO CONSULTING GROUP | 2018 SEWER EXTENSION/SLUDGE ENGINEERING | 2,047.50 |
| JOHNSON HARDWARE | KEYS/PADLOCKS | 2,295.49 |
| LAYNE CHRISTENSEN CO | PREVENTATIVE MAINTENANCE ON WELLS 9,10,11, | 873.60 |
| LOGAN VALLEY STRUTTER'S | AUDITORIUM DEPOSIT REFUND | 150.00 |
| LOUIS BENSCOTER | TIF PRINCIPAL | 1,566.55 |
| MIDLAND COMPUTER | GROUPWISE EMAIL LICENSING | 2,850.00 |
| MILLER LAW | ATTORNEY FEE | 5,067.09 |
| MINDY HAASE | APPRECIATION DINNER DESSERTS | 395.00 |
| MUNICIPAL SERVICE | SUBMERSIBLE PUMP WEAR RING | 5,957.73 |
| MUNICIPAL SUPPLY INC | VALVES | 63.42 |
| N.E. NEB CLERKS ASSOCIATION | ASSOCIATION DUES | 20.00 |
| NE DEPT OF REVENUE | STATE WITHHOLDING | 3,898.26 |
| NE LAW ENFORCEMENT | DEFENSIVE TACTIC INSTRUCTOR RECERTIFICATION | 156.00 |
| NE PUBLIC HEALTH ENVIRONMENTAL LAB | FLUORIDE/COLIFORM TESTING | 361.00 |
| NE RURAL WATER | MEMBERSHIP RENEWAL | 275.00 |
| NEBRASKA PUBLIC POWER DIST | ELECTRICITY | 281,053.78 |
| NORTHEAST POWER | WHEELING CHARGES | 13,417.72 |
| NWOD | MEMBERSHIP DUES-ECHTENKAMP | 15.00 |
| OVERHEAD DOOR | OPERATOR ARMS | 42.00 |
| RANSON, KATYA | CAC MEMBERSHIP PAYMENT CORRECTION | 11.68 |
| SKARSHAUG TESTING LAB INC | GLOVE AND SLEEVE TESTING | 194.04 |
| STAPLES, INC | OFFICE SUPPLIES | 126.01 |
| STATE NEBRASKA BANK-PETTY CASH | LIBRARY PETTY CASH | 100.89 |
| SUPERCIRCUITS | KEYFOBS | 775.00 |
| UNITED HEALTHCARE | HEALTH INSURANCE PREMIUM | 43,065.50 |
| VAKOC CONSTRUCT | BUILDING PERMIT DEPOSIT REFUND | 250.00 |
| VIAERO WIRELESS | CELL PHONE | 67.36 |
| WAYNE AREA ECONOMIC DEVELOPMENT | CONTRIBUTION | 7,871.00 |
| WAYNE COMMUNITY SCHOOLS | PARKING TICKET REMITS | 6,677.50 |
| WAYNE COUNTY TREASURER | VEHICLE REGISTRATIONS | 1,169.50 |
| WAYNE EAGLES CLUB | APPRECIATION DINNER | 697.50 |
| WAYNE RENTALS | TIF PRINCIPAL & INTEREST | 20,909.54 |
| WISNER WEST | FD GASOLINE | 58.58 |
| WRECK-AMENDED TOWING & RECOVERY | TOWING CHARGES | 100.00 |

Grand Total: 584,842.91

| | Reference | Recommended | 2018 | 2017 | 2016 | 2015 | 2014 |
|---|---------------|------------------|--------|--------|--------|--------|--------|
| 1) Unrestricted Net Assets/Total Net Assets | | | | | | | |
| Government Wide | Page 23 | 30% | 29.23% | 27.10% | 30.81% | 34.66% | 30.73% |
| Governmental Activities | Page 23 | 25% | 13.87% | 12.96% | 13.23% | 22.51% | 10.14% |
| Business-Type Activities | Page 23 | 35% | 47.01% | 42.52% | 49.23% | 46.42% | 49.67% |
| 2) Top 5 Sources of Revenues - Governmental Activities | | | | | | | |
| Sales Tax | Page 9 | \$275 per Capita | \$ 203 | \$ 186 | \$ 185 | \$ 147 | \$ 121 |
| Property Taxes | | \$210 per Capita | 156 | 149 | 141 | 136 | 131 |
| In Lieu of Tax Payments | | \$125 per Capita | 172 | 157 | 156 | 147 | 128 |
| State Allocation | | \$160 per Capita | 197 | 189 | 183 | 166 | 162 |
| Charges for Services | | \$110 per Capita | 136 | 126 | 115 | 109 | 98 |
| Grants | | \$155 per Capita | 150 | 65 | 252 | 106 | 156 |
| 3) State Allocations | | | | | | | |
| Highway Allocation | | \$110 Per Capita | \$ 90 | \$ 86 | \$ 81 | \$ 81 | \$ 78 |
| Municipal Equalization | | \$35 Per Capita | 80 | 77 | 76 | 78 | 77 |
| 4) Governmental Expenses (Excludes capital outlay) | | | | | | | |
| Administration | Pages 85 & 86 | \$85 Per Capita | \$ 42 | \$ 44 | \$ 40 | \$ 35 | \$ 36 |
| Community Center | | \$30 Per Capita | 51 | 51 | 52 | 47 | 43 |
| Public Building | | \$25 Per Capita | 16 | 24 | 14 | 14 | 14 |
| Recreation | | \$55 Per Capita | 114 | 68 | 52 | 66 | 57 |
| Library | | \$60 Per Capita | 46 | 45 | 44 | 47 | 48 |
| Public Works | | \$70 Per Capita | 104 | 103 | 97 | 85 | 79 |
| Public Safety | | \$220 Per Capita | 228 | 188 | 184 | 196 | 196 |
| 5) Outstanding GO Debt/Valuation | | | | | | | |
| | Page 14 | < 5%-Good | 2.00% | 2.28% | 2.70% | 3.00% | 1.64% |
| | | < 3%-Excellent | | | | | |
| 6) Unassigned Fund Balance/General Fund Expenditures | | | | | | | |
| | Pages 25 & 27 | 40% | 42.36% | 0.00% | 6.36% | 2.90% | 0.00% |
| 7) Months Expense in Street Cash Reserve | | | | | | | |
| | Pages 25 & 27 | 12.0 | 8.0 | 13.6 | 8.8 | 2.5 | 1.1 |

| | Reference | Recommended | 2018 | 2017 | 2016 | 2015 | 2014 |
|--|----------------|----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 8) Levy Rates | | | | | | | |
| General | | 0.36 | 0.364127 | 0.360197 | 0.348162 | 0.355090 | 0.358051 |
| Debt Service | | \$190/Capita 0.05 | 140 \$ 0.046358 | 133 \$ 0.049107 | 124 \$ 0.050765 | 120 \$ 0.042833 | 117 \$ 0.044204 |
| Total Levy | | \$30/Capita | 18 \$ 0.410485 | 18 \$ 0.409304 | 18 \$ 0.388927 | 14 \$ 0.397923 | 14 \$ 0.402255 |
| 9) Net Depreciable Capital Assets/Original Cost | | | | | | | |
| Governmental Activities | Page 60 | > 30% | 47.96% | 50.85% | 53.05% | 48.90% | 50.11% |
| Business-type Activities | Page 62 | > 35% | 41.81% | 44.12% | 45.80% | 43.22% | 45.13% |
| Component Unit | Page 63 | > 35% | 73.42% | 77.25% | 81.39% | 85.43% | 89.82% |
| Current Year Capital Outlay/Depreciation Expense | | | | | | | |
| Governmental Activities | Page 60 | 1.0 | 1.0 | 1.0 | 3.9 | 1.9 | 1.7 |
| Business-type Activities | Page 62 | 1.0 | 0.7 | 1.7 | 2.7 | 1.0 | 0.9 |
| Component Unit | Page 63 | 1.0 | 3.2 | 0.6 | 0.3 | 0.2 | 8.7 |
| 10) Operating Income/Total Operating Revenue | | | | | | | |
| Electric Fund | Page 30 | 15.00% | -2.96% | 0.38% | 3.34% | -0.12% | -2.69% |
| Water Fund | | 15.00% | 20.10% | 14.17% | 25.78% | 2.30% | 16.23% |
| Sewer Fund | | 15.00% | 6.13% | -25.12% | 6.96% | 5.24% | 17.84% |
| Transfer Station | | 10.00% | -117.29% | -106.33% | -135.00% | -119.57% | -84.98% |
| Internal Service Fund | | 5.00% | 8.12% | 11.76% | 16.85% | 17.64% | 21.97% |
| 11) Debt Coverage Ratio | | | | | | | |
| Electric | Pages 30-31 | 1.50 | 1.32 | 2.98 | 4.10 | 1.58 | 0.95 |
| Water | | 1.50 | 6.15 | 5.89 | 6.56 | 3.96 | 5.79 |
| Sewer | | 1.50 | 1.15 | 0.29 | 1.27 | 0.92 | 1.81 |
| 12) Cash, Investments & Treasurer Cash | | | | | | | |
| General Fund: (unassigned) | Pages 25/27/60 | 1,535,000 | | | | | |
| Operating Replacement | | 745,000 | | | | | |
| (Budgetary stabilization = \$313,399) | | 2,280,000 | 1,530,515 | | 335,988 | 105,147 | |
| Business-type Activities (Excluding Depreciation/Amortization) | Pages 29/30/62 | 4,705,000 | | | | | |
| Operating Restricted Replacement (\$1,631,328 in construction in progress) | | 785,000 | | | | | |
| Total | | 3,305,000 | 7,663,987 | 6,597,068 | 8,276,374 | 7,056,445 | 7,376,111 |

| 6-Month Report to the Wayne City Council | | | | | |
|---|--------------------------|---------------|------------------------------|---|----------------------|
| LB 840 Funds Committed (as of 12/31/18) | | | | | |
| Applicant | Amount | | Type of funding | Purpose | Committee review |
| Digital Blue | \$ 30,600.00 | | performance based loan | relocation/expansion | 5/27/2009 |
| Louis and Jevonah Bencscoter | \$ 36,000.00 | | performance based loan | land development | 8/13/2009 |
| Interactive Impact | \$ 30,000.00 | | performance based loan | intellectual property development | 8/13/2009 |
| Jim Milliken (Godfathers) | a \$ 2,500.00 | | grant | parking lot (rain garden) | 10/8/2009 |
| Wayne Area Economic Development | \$ 10,000.00 | | grant | marketing (general) | 11/12/2009 |
| Wayne Area Economic Development (Project Majestic) | \$ 200,000.00 | | grant | theater renovation/remodel | 11/12/2009 |
| Wayne Veterans Memorial Project | b \$ 72,686.00 | | grant | memorial completion | 2/11/2010 |
| Farmers Market and Community Garden | c \$ 2,750.00 | | grant | marketing | 4/15/2010 |
| Wayne Hospitality Group LLC | d \$ 250,000.00 | | grant | hotel project | 10/19/2010 |
| Wayne Area Economic Development | \$ 10,000.00 | | grant | marketing (general) | 12/21/2010 |
| City of Wayne | j \$ 13,285.00 | | grant | water/sewer for Western Ridge III | 8/1/2011 |
| Windom Ridge | \$ 5,000.00 | | grant | housing study targeting 55+ | 8/11/2011 |
| Miss Mollys Coffee Company | \$ 30,000.00 | | performance based loan | purchase building/new coffee shop | 10/13/2011 |
| Wayne Area Economic Development on behalf of WCNGC | i \$ 250,000.00 | [info only] | loan guarantee | compressed natural gas car | 10/13/2011; 07/12/12 |
| Wayne Area Economic Development | \$ 5,000.00 | | grant | marketing (general) | 11/7/2011 |
| Wayne Community Theater | g \$ 5,000.00 | | grant | overhead doors replaced | 12/8/2011 |
| Wayne Area Economic Development (Chicken Show) | \$ 12,050.00 | | grant | marketing for Wayne Chicken Show | 3/8/2012 |
| Rainbow World Child Care Center | \$ 25,000.00 | | grant | facility addition | 10/11/2012 |
| Wayne Area Economic Development | \$ 5,000.00 | | grant | marketing (general) | 11/8/2012 |
| City of Wayne | \$ 17,500.00 | | grant | water/sewer for Western Ridge III | 1/10/2013 |
| Wreidt Properties | q \$ 33,000.00 | [info only] | grant | trailer relocation | 2/14/2013 |
| Angel Village | q \$ 240,000.00 | [info only] | performance based loan | senior village; common space | 2/14/2013 |
| City of Wayne | m \$ 30,000.00 | | grant | Welcome to Wayne signs (4) | 11/14/2013 |
| Wayne Area Economic Development | \$ 5,000.00 | | grant | general administration | 12/12/2013 |
| Darrin Barner (WSC Rugby) | n \$ 1,600.00 | [info only] | grant | to replace goal post pads | 1/9/2014 |
| Ken Jorgensen / 4th Jug Bar and Grill | \$ 125,000.00 | | performance based loan | build a bar and grill/package liquor | 4/10/2014 |
| Jen and Chad Claussen | \$ 23,765.00 | | performance based loan | purchase Swans and building | 11/13/2014 |
| Wayne Area Economic Development | \$ 5,000.00 | | grant | admin/marketing | 11/13/2014 |
| Rezurrected Rod and Kustom | \$ 25,000.00 | | performance based loan | building addition and fiber glass car manu | 8/4/2015 |
| Wayne Area Economic Development | \$ 5,000.00 | | grant | admin/marketing | 11/3/2015 |
| City of Wayne | p \$ 240,000.00 | [info only] | performance based loan | housing cost buy down | 3/10/2016 |
| Subtotal of "grant" | \$ 981,136.00 | 30.66% | | | |
| City of Wayne | f \$ 7,132.00 | | zero percent loan | housing downpayment match | 10/8/2009 |
| Jim Milliken (Godfathers) | a \$ 35,500.00 | | zero percent loan | parking lot | 10/8/2009 |
| Inet Library | e \$ 86,038.00 | | 3 percent interest loan | expansion/start up expenses | 2/10/2011 |
| RBDK LLC | \$ 70,000.00 | | 3 percent interest loan | new dental clinic at 7th & Pearl | 8/11/2011 |
| City of Wayne | h \$ 160,000.00 | [info only] | zero percent loan | housing incentives (0% loans) | 4/12/2012 |
| Rainbow World Child Care Center | k \$ 75,000.00 | | zero percent loan | facility addition | 10/11/2012 |
| Mandy Bencscoter and Louis Bencscoter | \$ 50,000.00 | | zero percent loan | commercial bldgs on Jaxon St | 1/10/2013 |
| John and Molly Temme | \$ 65,000.00 | | 3 percent interest loan | commercial property at 7&Dear | 6/27/2013 |
| Geno's Steakhouse | \$ 37,000.00 | | 3 percent interest loan | renovation/windows/etc | 7/28/2013 |
| Paulson Construction | \$ 39,750.00 | | 3 percent interest loan | purchase building/move bus. to city | 7/28/2013 |
| City of Wayne - SCPB, OCC Bldrs, IPI | l \$ 240,900.00 | | zero percent loan | disaster recovery loans (15 yrs. % payroll) | 10/10/2013 |
| Brent L. Pick | \$ 50,000.00 | | zero percent loan | 15 yrs - buy&rebuild Estes/DB/NAPA | 11/14/2013 |
| Lutt Oil and Service (Rod L. and Christin E. Cook-Lutt) | \$ 50,000.00 | | 3 percent interest loan | Buy and update Zach's/expand services | 12/12/2013 |
| NAPA - Wayne | \$ 50,000.00 | | zero percent loan | 15 yrs - rebuild NAPA | 1/9/2014 |
| NAPA - Wayne | o \$ 25,000.00 | | zero percent loan | to rebuild; require annexation | 1/9/2014 |
| Leseberg Masonry and Construction | \$ 75,000.00 | | 0% loan; 3% loan | rebuild \$40k at 0%; build \$35k at 3% | 1/9/2014 |
| Pat Garvin / Innovative Protectives | \$ 40,000.00 | | 0% loan for 15 yrs | rebuild buildings lost to tornado | 2/13/2014 |
| Ken Jorgensen / 4th Jug Bar and Grill | \$ 125,000.00 | | 3% loan for 15 yrs | build a bar and grill/package liquor | 2/13/2014; 4/10/14 |
| Dollar Plus | \$ 125,000.00 | | 0% loan for 5 yrs | open Dollar Plus in Downtown Wayne | 4/10/2014 |
| Heft Trucking | \$ 50,000.00 | | 0% loan for 15 yrs | rebuild building lost to tornado | 6/12/2014 |
| Tim Fertig | \$ 50,000.00 | | 3% loan for 15 yrs(10yr bln) | buy 2nd&Main prop and open fitness | 7/28/2014 |
| Jen and Chad Claussen | \$ 23,765.00 | | 3% loan for 15 yrs | purchase Swans and building | 11/13/2014 |
| Rezurrected Rod and Kustom | \$ 25,000.00 | | 3% loan for 10 yrs | building addition and fiber glass car manu | 8/4/2015 |
| Beck Ag Inc | \$ 50,000.00 | | 3% loan for 3 yrs | build out and business growth | 12/10/15; 1/14/16 |
| Adam Manoucheri/Crossroads-Atoll Productions LLC | \$ 40,000.00 | | 3% loan for 15 yrs | purchase and remodel 200&202 Main St | 1/14/2016 |
| Josh Hopkins - Hopkins Eyecare | \$ 35,000.00 | | 0% loan for 2 yrs | purchase property for new eye clinic | 6/9/2016 |
| Lukas Rix - Rustic Treasures | \$ 55,000.00 | | 0% loan for 5 yrs | purchase and rehab 1912 City Hall | 7/14/2016 |
| Wayne Country Club | r \$ 150,000.00 | | 0% loan for 15 yrs | addition/remodel club house | 10/13/2016 |
| Wayne Country Club | r \$ 60,000.00 | | 0% loan for 15 yrs | addition/remodel club house | 10/30/2017 |
| Wayne Area Event Center | s \$ 350,000.00 | | new terms below | s new event center construction | 10/13/2016; 7/2/18 |
| Subtotal of revolving | \$ 2,135,085.00 | 66.72% | | | |
| TOTAL FUNDS COMMITTED (as of December 31, 2017) | * \$ 3,116,221.00 | 97.38% | | | |
| TOTAL AVAILABLE FOR 15 YEARS (to collect) | \$ 3,200,000.00 | | | | |



January 31, 2019

Wes Blecke
City Administrator
306 Pearl Street
PO Box 8
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Talon Capital, LLC*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on January 10, 2019 and reviewed a revolving loan fund application to Wayne's Economic Development Program by *Talon Capital, LLC*.

The Review Committee met with one of the principals from *Talon Capital, LLC* and their primary lender, Midwest Bank. *Talon Capital, LLC* intends to utilize the WEDP Funds to purchase the business known as D.V. Fyre Tec, which is located in the Wayne Industrial Park. The company manufactures fire-rated windows for residential, commercial, institutional, and industrial facilities. *Talon Capital, LLC* hopes to expand D.V. Fyre-Tec over the next three years and add 10 FTE. Along with the financing from their primary lender and the WEDP funds, the principals of *Talon Capital, LLC* will infuse \$345,000 of owner equity into the project.

For the purchase of the real estate and equipment tied to the project, *Talon Capital, LLC* has been approved for other financing through their primary lender, the Northeast Nebraska Economic Development District's RLF Program, the City of Wayne's CDBG RLF Program, and the U.S. Small Business Administration via NEDCO.

Following the meeting with *Talon Capital, LLC*, the Review Committee discussed and took action on the request by *Talon Capital, LLC* for an LB840 RLF Loan of \$250,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Talon Capital, LLC*:

- approval of the loan request for \$250,000;
- an interest rate to be set at 50% of the interest rate set by Midwest Bank;
- and, a loan repayment period of up to ten (10) years.

Please convey these recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Luke Virgil".

Luke Virgil
Executive Director

**APPLICATION FOR WAYNE'S
ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND**

| |
|-----------------------------|
| Application Number: |
| Date Received 12/20/2018 |

UBB#01000 approved 07/31/09 **2018**

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

| | |
|--|---|
| 1. APPLICANT IDENTIFICATION | 2. PERSON PREPARING APPLICATION |
| Applicant Name: Talon Capital, LLC dba Fyre-Tec | Name/Business: Cheri Gehling |
| Mailing Address: 701 Centennial Road | Address: 1895 Elk Creek Road |
| Wayne NE 68787 | Wayne NE 68787 |
| (City) (State) (ZIP) | (City) (State) (Zip) |
| Telephone Number: 402-350-9014 | Telephone Number: 402-350-9014 |
| Fax Number | Federal Tax ID #/SS# |
| Federal Tax ID Number | |
| Email Address: jasongehling@gmail.com | Email Address: jasongehling@gmail.com |
| 3. BUSINESS TYPE | 5. FUNDING SOURCES |
| <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: | WEDP Funds Requested: \$250,000 Matching Funds: \$ Other Funds: \$3,200,000 Total Project Funds: \$3,450,000 <i>(Round amounts to the nearest hundred dollars.)</i> |
| 4. ASSISTANCE TYPE REQUESTED | |
| <input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other | |

6. PROGRAM SUMMARY: Brief narrative description of the project for which WEDP funds are requested.
 Talon Capital is looking to purchase Fyre-Tec of Wayne, NE. We plan to use the funds for expansion of the current business. Our main focus will be retention of the remaining staff but we will also focus on acquiring new talent with our increased sales. In a 3 year timeframe we are optimistic we would be able to hire an additional 10 individuals. The need for financing is to meet bank equity requirements.

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WEDP funds.
 To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds.

| | | |
|---|---------------------------------|-------------|
|  | Cheri Gehling | 12-19-18 |
| Signature in ink | Typed Name and Title | Date Signed |
|  | Luke Virgil, Executive Director | 12/20/2018 |
| Attest | Typed Name and Title | Date Signed |

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:
 Wayne Economic Development Program Fund
 108 W 3rd Street, Wayne, NE 68787
 (402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

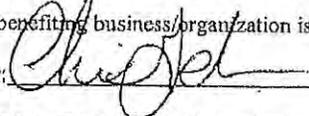
(Round amounts to the nearest hundred dollars.)

| Eligible Activities | WEDP Funds | Matching Funds | Other Funds | Total Funds | Sources of Matching or Other Funds |
|---|------------|----------------|-------------|-------------|------------------------------------|
| The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements | | | | | |
| Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program. | | | | | |
| Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business. | | | | | |
| The authority to issue bonds pursuant to the act subject to City Council approval. | | | | | |
| Grants or agreements for job training. | | | | | |
| Small business and microenterprise development including expansion of existing businesses. | \$250,000 | | \$3,200,000 | \$3,450,000 | Owners Cash/ Bank Financing |
| Interest buy down agreements. | | | | | |
| Expand and promote Wayne through marketing, workforce attraction, and tourism related activities. | | | | | |
| Development of housing related programs to foster population growth. | | | | | |
| Activities to revitalize and encourage growth in the downtown area. | | | | | |
| May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis. | | | | | |
| Other approved activity | | | | | |
| TOTAL PROGRAM COSTS | | | | | |

APPLICANT CERTIFICATIONS

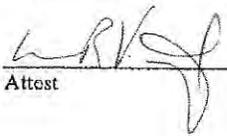
- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By:  Date: 12-19-18

If benefiting business/organization is a Corporation, sign below:

By: _____ Date: _____

Attest 

Luke Virgil/Executive Director
Typed Name/Title

12/20/2018
Date

PART III. PROJECT DESCRIPTION AND IMPACT

On separate sheets of paper, provide any additional information (such as jobs to be created, collateral assignments, community impact, etc.) and enclose with this application form.

Submit the original and one copy of the application form and all application materials.
DO NOT BIND, FOLD, OR STAPLE

To: City of Wayne, Nebraska

From: Talon Capital, LLC dba Fyre-Tec, Inc

Re: LB840 application

11/18/18

To whom it may concern:

As part of our application for LB840 funding below is the anticipated growth plans and anticipated hiring needs for D.V. Fyre-Tec of Wayne, Nebraska.

Year 1 – The first year of operations for new ownership will be focused on employee retention and sales growth. Retaining the current employee base will be critical for operations based on their product knowledge and overall tenure. To accomplish this ownership will continue to reward incentive compensation plans, 401k reimbursement and “stay bonuses” for key employees. The sales growth for the organization will come from both a targeted marketing program in key geographic regions and the roll out of an additional line of windows. In the first year we expect a conservative 10% sales growth from these efforts with the majority of the growth coming from marketing by new ownership. Currently the organization is running mandatory overtime to keep up with window orders. The additional 10% in growth will require the immediate hire of three full-time employees in the plant as well as further capital investment in equipment (~300k).

Year 2 – The second year of operation we expect a similar conservative sales growth percentage coming from the continuation of heavy marketing as well as increased sales from the new window line. The additional 10-12% growth will again require the hiring of at least three full time plant workers as well as an additional full-time position in the office for administrative duties.

Year 3 – The third year of operation is predicted to again result in a conservative sales growth of 10-12%. Growth again will be seen from consistent marketing efforts but also repeat business from architects and general contractors that began doing business with Fyre-Tec in year one. With production levels now conservatively exceeding \$6.0MM the need for an Assistant Plant Manager and Office Manager (two full-time positions) will be imminent. An additional shop position would be necessary as well. These roles will both provide consistency in production throughout the month as well as “bench strength” in the event of regrettable attrition.

In closing we believe the organization will conservatively have net hiring needs of 10 full-time employees in the next 36 months with each position earning above market wages and full benefits. We are excited about the opportunity to prosper and grow our company in Wayne, NE and hope the provided insight helps explain the anticipated hiring needs.

Sincerely,

Cheri Gehling

President – Talon Capital, LLC dba Fyre-Tec, Inc

Midwest Bank

December 17th, 2018

Wayne Economic Development Program Fund
108 W 3rd Street
Wayne, NE 68787

RE: WEDP Funds

Dear Luke and WEDP Board;

Midwest Bank is working with some clients on the purchase of Fyre-Tec in Wayne, NE. We are working we additional partners to package this deal. For the Bank to meet the equity requirements on the SBA 7(a) loan we are asking for matching funds from WEDP in the amount \$250,000. The borrowers do anticipate substantial growth in the coming years which will allow for additional employment opportunities in the Wayne Community.

Below you will find the breakdown of the project costs and partners we intend to work with-

Sources of Funds

Project Cost-\$5,600,00

REAL ESTATE/EQUIPMENT

\$2,150,000

MIDWEST BANK-\$1,075,000
NEDCO- \$575,000
City of Wayne (CDBG)-\$250,000
District-\$250,000

Business Purchase

\$3,450,000

Midwest Bank-\$2,855,000
Owner Equity-\$345,000
City of Wayne (LB840)-\$250,000

Please take this request under consideration and let us know if you have any questions. The bank looks forward to working with the borrowers and the possible partnership with WEDP.

Sincerely



Jason Love
Senior Vice President

RESOLUTION NO. 2019-4

A RESOLUTION APPROVING THE APPLICATION OF DUSTIN SODEN FOR A ZONING USE BY EXCEPTION PERMIT TO OBTAIN A DEALER LICENSE TO SELL AUTOMOBILES AT 502 MAIN STREET.

WHEREAS, the Planning Commission has considered an application for a zoning use by exception permit submitted by Dustin Soden to obtain a dealer license to sell automobiles at 502 Main Street; and

WHEREAS, the Planning Commission, subsequent to a public hearing held on February 4, 2019, recommended approval of the use by exception permit request under Section 152.082 (D) Exceptions (1) Auto Sales and Services, including open air display of new and used cars at 502 Main Street, subject to the following "Findings of Fact:"

- Consistency with the comprehensive plan, the current and future land use maps; and
- Staff's recommendation; and

WHEREAS, the City Council considered the aforesaid application to be able to sell automobiles at 502 South Main Street subsequent to a public hearing held on February 5, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Council accepts the recommendation of the Planning Commission and approves the application, subject to the above-stated "Findings of Fact."

PASSED AND APPROVED this 5th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

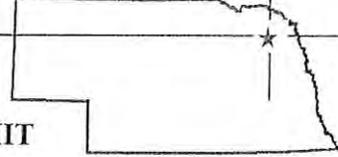
City Clerk

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



REQUEST FOR USE BY EXCEPTION PERMIT

Applicant Dustin Soden "Tint Specialties" Date 12-27-10

Address 502 Main St.

Section of Ordinance for Exception 152.082 B-3 Neighborhood Commercial (D)(1)

Reason for Use by Exception To obtain dealer licence permit for automobile sales.

Applicant's Signature

Municipal Code Section 90-833 Public Hearing by Planning Commission

(1) The Planning Commission shall hold public hearings upon all applications for exception use permits. Upon receipt of a complete application, the Zoning Administrator shall file a public notice in the legal newspaper of the city at least ten days prior to the Planning Commission's scheduled public hearing. Such notice shall fix the time and place for such hearing and contain a statement describing the request. A copy of such notice shall be mailed to each party in interest and to the Planning Commission.

(2) If such proposed request will affect specific property, it shall be designated by legal description and general street location; and in addition to such publication notice, written notice of such application shall be mailed to all owners of lands located within 300 feet of the area proposed to be altered and an opportunity granted to interested parties to be heard.

Municipal Code Section 90-836 Expiration of Exception Use Permits

(1) Within one year of the approved, construction of the proposed site shall have commenced or the approval is void. However, the applicant may file a letter requesting an extension prior to the expiration of the approval to the Planning Commission or the Council, whichever granted the original permit. The Planning Commission or the Council shall review all requests for extensions. They may approve for a specified period up to 12 months or disapprove, indicating their reasons for such an action. The Planning Commission's or the Council's reasons for disapproval shall be forwarded to the applicant.

(2) After expiration, a new application is required if construction has not started and processed according to the provisions outlined in this chapter.

Date Use By Exception Request Approved/Denied by Planning Commission _____

Date Use By Exception Request Approved/Denied by City Council _____

Conditions Placed On Use By Exception (see attached sheet, if any)

Current Fee: \$200 per Hearing, Two Hearings Required (Planning Commission & City Council)



Home of Wayne State College



Equal Housing Opportunity

152.082 B-3 Neighborhood Commercial District

(A) *Intent.* The B-3 District is intended primarily for provisions of retail and personal services, professional and business office uses and retail activities which dispense convenience goods or services directly to consumers on the premises. These districts are characteristically small.

(2002 Code, § 90-421)

(B) *Permitted principal uses and structures.* The following shall be permitted as uses by right in a B-3 District:

- (1) Business offices;
- (2) Professional offices;
- (3) Retail stores and service establishments which supply commodities or provide services primarily to meet the convenience needs of residents of one or more residential neighborhoods, including:
 - (a) Apparel stores;
 - (b) Automobile parking;
 - (c) Bakery goods store;
 - (d) Banks and other lending agencies, detached banking facilities and automatic teller machines, subject to division (E) below;
 - (e) Barbershops, beauty parlors, tanning salons and shoeshine shops;
 - (f) Bookstores;
 - (g) Car wash establishments, subject to division (E) below;
 - (h) Charitable institutions (soup kitchens, missions, food pantries);
 - (i) Cleaning agencies (pickup and delivery only);
 - (j) Clinic (medical);
 - (k) Coin-operated laundromats, excluding dry cleaning;
 - (l) Drugstores and pharmacies;
 - (m) Dry cleaning and laundry agencies; provided that, cleaning and laundering is not done on the premises;
 - (n) Electrical appliances and incidental repair shops;

(o) Food lockers (no slaughtering);

(p) Food stores, delicatessens and supermarkets;

(q) Funeral homes and mortuaries;

(r) Garden supply stores and nurseries, provided that all equipment, supplies, merchandise and plants shall be kept within a completely enclosed building; and, provided that, fertilizer of any type shall be stored and sold in packaged form only;

(s) Hardware stores;

(t) Medical, pharmaceutical, dental and related health care and personal services;

(u) Pressing, altering and repairing of wearing apparel establishments;

(v) Radio and television, office equipment, electrical and electronic equipment stores and repair shops;

(w) Restaurants, cafeterias, tearooms and cafés, including outdoor cafés;

(x) Shoe stores;

(y) Specialty shops such as:

1. Camera shops, photographic supplies and photograph studios;

2. Candy and confectionery;

3. Dairy products;

4. Florists;

5. Gift shops;

6. Hobby and art supply;

7. Locksmiths;

8. Newsstand/magazine;

9. Soda fountains;

10. Stationery stores; and

11. Video and electronic rentals.

(z) Tailor and dressmaker shops; and

(aa) Variety stores.

(4) Signs in accordance with the provisions of § 152.142 of this chapter;

(5) Single-family dwelling; and

(6) Two-family dwelling.

(2002 Code, § 90-422)

(C) *Permitted accessory uses and structures.* The following accessory uses and structures shall be permitted in a B-3 District: accessory uses and structures normally appurtenant to the permitted uses and structures and to uses and structures permitted as exceptions; provided that, they shall be in conformance with the provisions of § 152.132 of this chapter.

(2002 Code, § 90-423)

(D) *Exceptions.* In accordance with §§ 152.195 through 152.202 of this chapter, the following exceptions are allowed in a B-3 District:

(1) Auto sales and services, including open air display of new or used cars;

(2) Bowling alleys;

(3) Child care centers;

(4) Child care homes;

(5) Electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and/or elevated pressure tanks;

(6) On-premises laundry and cleaning;

(7) Other trade and service uses which are similar to the permitted principal uses and which are in harmony with the intent of this district;

(8) Planned unit developments;

(9) Public and quasi-public uses of an educational, recreational or religious type, including preschools, public and parochial elementary schools and junior high schools, high schools, private non-profit schools, churches, parsonages and other religious institutions, parks and playgrounds;

(10) Public uses of an administrative, public service or cultural type, including city, county, state or federal administrative centers and courts, libraries, police and fire stations, and other public buildings, structures and facilities;

(11) Private club or lodge;

(12) Service stations (gasoline), excluding automotive repair services not included in the definition of a service station as provided in § 152.010 of this chapter; provided that, all operations, except the sale of gasoline and oil, shall be conducted in a building enclosed on at least two sides;

(13) Miniwarehouses;

(14) Manufactured homes for residential purposes, provided the home complies with all provisions of § 152.141 of this chapter; and

(15) Vehicle towing service.

(2002 Code, § 90-424)

(E) *Special conditions and conditions for granting exceptions.* Notwithstanding the requirements of §§ 152.195 through 152.202 of this chapter, the following regulation shall apply as minimum requirements of all uses in the B-3 District.

(1) Where a site adjoins or is located across an alley from any residential district, a solid wall or fence, vine-covered open fence or compact evergreen hedge six feet in height shall be located on the property line common to such districts, except in a required front yard.

(2) Open storage of materials attendant to a permitted use or conditional use shall be permitted only within an area surrounded or screened by a solid wall or fence six feet in height; provided that, no materials or equipment shall be stored to a height greater than that of the wall or fence.

(3) No less than five feet of a required yard adjoining a street shall be landscaped and permanently maintained.

(4) All businesses, services and processes shall be conducted entirely within a completely enclosed structure, except for off-street parking and off-street loading areas, gasoline service stations, outdoor dining areas, garden shops and electric distribution substations.

(5) All products produced on the site of any permitted use shall be sold primarily at retail on the site where produced.

(6) No use shall be permitted and no process, equipment or materials shall be used which are found by the Council to be objectionable to the person living or working in the vicinity by reason of odor, fumes, dust, smoke, cinders, dirt, refuse water carried waste, noise, vibrations, illumination, glare or unsightliness, or to involve any hazard of fire or explosion.

(7) (a) Any proposed usage otherwise permitted in the B-3 zone which requires, uses or proposes to construct or use a drive-up, drive-through or drive-in intended to provide customers in-vehicle access to a product or service shall be considered a use by exception.

(b) Together with the provisions of §§ 152.195 through 152.202 of this chapter, the Council shall consider whether sufficient vehicle stack or queue space is provided on site. In addition to the space at which the product or service is dispensed, at least three stack or

queue spaces shall be provided, as a minimum. No stack or queue space is permitted to occupy public right-of-way.

(8) Storage of towed vehicles:

(a) Wrecked vehicles shall only be stored pending settlement or legal disposition of vehicles by insurance carrier and/or owner.

(b) All wrecked vehicles shall be stored behind the front building line.

(c) No demolition of any vehicles shall be allowed.

(d) All stored vehicles shall be owned by persons other than the towing service owner/operator and/or land owner.

(e) All wrecked vehicles shall be stored behind a solid barrier fence of sufficient height to disallow visibility. Height of fence to be set by Planning Commission at the public hearing.

(f) No more than six wrecked vehicles may be stored at any one time.

(g) Use by exception shall only be effective upon compliance to all conditions as set forth by the City Council and verified by the Zoning Administrator.

(2002 Code, § 90-425)

(F) *Prohibited uses and structures.* All other uses and structures which are not specifically permitted or not permissible as exceptions shall be prohibited from the B-3 District.

(2002 Code, § 90-426)

(G) *Minimum lot requirements.* There are no lot limitations in a B-3 District.

(2002 Code, § 90-427)

(H) *Minimum yard requirements.*

(1) *Front yard.*

(a) In a B-3 District, there shall be a minimum front yard of not less than a depth of 80 feet from the centerline of a federal aid-primary designated street or highway or 15 feet from the property line, whichever is greater.

(b) On all other streets or highways, there shall be a minimum front yard of not less than a depth of 15 feet from the property line.

(c) These yard requirements shall apply to any yard abutting a federal aid-primary designated street or highway regardless of the lot being an interior or corner lot.

(2) *Rear yard.* The minimum rear yard abutting an R District shall be ten feet.

(3) *Side yard.* The minimum side yard abutting an R District shall be ten feet.

(4) *Distance between structures.* The minimum distance between a residential or other principal structure and another structure shall be ten feet.

(2002 Code, § 90-428)

(I) *Maximum height.* No structure in a B-3 District shall exceed 35 feet in height, subject to the provisions and in conformance with airport zoning regulations.

(2002 Code, § 90-429; amended Ord. 2017-18 passed 5/16/17)

(J) *Sign regulations.* All signs in a B-3 District shall be in conformance with the regulations provided in this section and with the provisions of § 152.142 of this chapter.

(2002 Code, § 90-430)

(K) *Parking regulations.* Parking in a B-3 District shall be in conformance with the provisions of § 152.139 of this chapter.

(2002 Code, § 90-431)

(L) *Permitted conditional uses.*

(1) A building or premises in a B-3 District may be used for the following in conformance with the prescribed conditions.

(2) For a multi-family dwelling.

(a) The maximum number of sleeping rooms shall not exceed one per 500 square feet of lot area.

(b) The front of the building facing the street shall include one of the following:

1. A door and 8% of the surface area covered with windows.
2. Ten percent of the surface area covered with windows.

(c) The primary means of egress for any dwelling unit shall not exit into a side yard unless the door is at least 30 feet from the property line it is facing.

(d) The primary means of egress must exit onto a covered stoop or deck.

(e) Twenty percent of the lot must be maintained as landscaping which is not paved or used for parking.

(Ord. 93-11, passed 9-28-1993; Ord. 97-1, passed 2-11-1997; Ord. 2004-15, passed 12-14-2004; Ord. 2010-27, passed 10-5-2010; Ord. 2010-28, passed 10-19-2010; Ord. 2011-25,

passed 11-15-2011; Ord. 2011-26, passed 11-15-2011; Ord. 2014-24, passed 8-19-2014)

Page 10 of 10

RESOLUTION NO. 2019-5

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM.

BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the One and Six Year Street Improvement Program, as prepared by the Street and Planning Director and City Administrator of the City of Wayne, Nebraska, and attached hereto, be approved and adopted.

PASSED AND APPROVED this 5th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

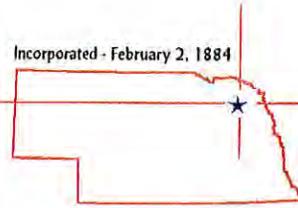
City Clerk

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



PROPOSED AMENDED ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM FOR THE
CITY OF WAYNE, NEBRASKA

| <u>Project Number</u> | <u>Project Year</u> | <u>Improvement</u> | <u>Estimated Cost</u> |
|-----------------------|---------------------|--|-----------------------|
| ***** | | | |
| M-617(91) | 2019 | Trail & Pedestrian Underpass on W. 7 th Street Located between CAC and Oak Drive | \$1,672,738 |
| M-617(117) | 2019 | Nebraska Street from E. 2 nd St. to E. 7 th - 1,800' Construct Concrete Paving, Curb & Gutter, Storm Sewer, Sidewalks | \$850,000 |
| M-617(127) | 2019 | Downtown Alleys - 2,880' Overlay and Concrete Paving | \$480,000 |
| M-617(119) | 2019 | South Windom Street from 232' S of Folk St. to 333' S of Folk St. Construct Concrete Paving, Curb and Gutter - 101' | \$25,000 |
| ***** | | | |
| M-617(128) | 2020 | Pine Heights Road from E. 7 th to E. 10 th - 1,350' Construct Concrete Paving, Curb & Gutter | \$630,000 |
| ***** | | | |
| M-617(129) | 2021 | Fairgrounds Avenue from S. Main to S. Nebraska - 415' Construct Concrete Paving, Curb & Gutter, Storm Sewer | \$195,000 |
| M-617(115) | 2021 | W. 3 rd Street from Oak Dr. to 250' E. of Oak Dr. - 250' Construct Concrete Paving, Curb & Gutter | \$ 70,000 |
| ***** | | | |
| M-617(107) | 2022 | Clark Street & S. Pearl Street . - 745' Construct Concrete Paving, Curb & Gutter, Storm Sewer | \$350,000 |
| M-617(114) | 2022 | W. 2 nd Street from Blaine St. to 360' E of Blaine St. - 380' Construct Concrete Paving, Curb & Gutter, Storm Sewer | \$180,000 |
| ***** | | | |
| M-617(98) | 2023 | Sherman Street from W. 5 th St. to W. 6 th St. - 300' Construct Concrete Paving, Curb & Gutter, Storm Sewer | \$140,000 |
| M-617(113) | 2023 | Sherman Street from W. 3 rd St. to W. 4 th St. - 300' Construct Concrete Paving, Curb & Gutter | \$140,000 |
| M-617(116) | 2023 | W. 7 th Street from Haas Avenue to Pheasant Run - 1,650' Storm Sewer & Sidewalk | \$110,000 |
| ***** | | | |

Continued on Page 2

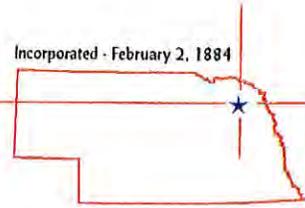
No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

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| | | | |
|--------------|------|---|-----------|
| M - 617(112) | 2024 | Lagoon Streets - 2,500' Construct Concrete Paving | \$900,000 |
| M - 617(130) | 2024 | W. 11 th Street from Main to Sherman - 1,550' Construct Concrete Paving, Curb & Gutter, Storm Sewer | \$850,000 |
| M - 617(89) | 2024 | Lage Subdivision - South of Fairgrounds Avenue - 900' Construct Concrete Paving, Curb & Gutter, Storm Sewer | \$400,000 |
| M - 617(120) | 2024 | Northern Ridge Drive from Highway 15 to W. 21 st St. - 1,800' Construct Concrete Paving, Curb & Gutter, & Storm Sewer | \$800,000 |
| M - 617(104) | 2024 | S. Lincoln Street from W. 1 st St. to 300' S. of W. 1 st St. - 300' Construct Concrete Paving, Curb & Gutter | \$90,000 |

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



Equal Housing Opportunity

City of Wayne One & Six Year Plan 2019

Legend

STREETS

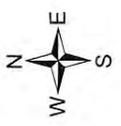
CLASSIFICATION

- Collector
- Local
- Minor Arterial
- Principal Arterial

One & Six

Category

- 1 Year
- 6 Year



RESOLUTION NO. 2019-6

A RESOLUTION APPOINTING JEO CONSULTING GROUP AS THE SPECIAL ENGINEER TO BE USED ON THE “2019 NEBRASKA STREET IMPROVEMENTS, 2ND TO 7TH STREET PROJECT,” WHICH IS IN CONJUNCTION WITH CDBG NO. 16-CD-208.

WHEREAS, the City will be undertaking a “2019 Nebraska Street Improvements, 2nd to 7th Street Project” in conjunction with CDBG Grant No. 16-CD-208; and

WHEREAS, the City sought and received “Requests for Qualifications” from seven engineering firms, which were reviewed by a Committee; and

WHEREAS, the Committee, after review of said “Requests for Qualifications,” is recommending that the firm of JEO Consulting Group, Inc., be approved as the special engineer for said project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to engage and use the firm of JEO Consulting Group, Inc., for the “2019 Nebraska Street Improvements, 2nd to 7th Street Project” in conjunction with CDBG No. 16-CD-208.

PASSED AND APPROVED this 5th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



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

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

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

2019 Nebraska Street Improvements, 2nd to 7th Street ("Project"), CDBG No. 16-CD-208.

JEO Project Number: 180975

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibits A1 and A2.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A1 and per the terms in Exhibit B.
- B. The fee for the Project is provided in Exhibit A1, Section 5.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A1 – Scope of Services
Exhibit A2 – CDBG Supplemental Conditions
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: City of Wayne

By: Cale Giese

Title: Mayor

Date Signed: _____

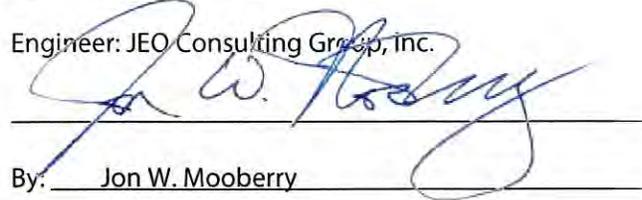
Address for giving notices:

Attention: Wes Blecke

306 W. Pearl Street

Wayne, NE 68787

Engineer: JEO Consulting Group, Inc.



By: Jon W. Mooberry

Title: Project Manager

Date Signed: 1/22/2019

Address for giving notices:

JEO Consulting Group, Inc.

142 West 11th Street

PO Box 207

Wahoo, NE 68066

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Wayne plans to construct the following improvements on Nebraska Street from 7th Street to 2nd Street in the 2019/2020 construction season(s):

- Pave 7" thick (minimum) concrete curb and gutter section matching existing pavement width (26 feet wide).
- Reconstruction of storm sewer pipe and inlets, as necessary to adequately convey runoff.
- Construct ADA compliant sidewalk curb ramps. At this time, existing sidewalks are anticipated to be used in place.
- Existing water main facilities are to be used in place. Conflicts with existing public utilities are not anticipated, except for valve or manhole adjustments.

The scope of this agreement is to provide design, bidding, and construction phase services.

1. DESIGN

- 1.1. Conduct topographic survey of project site generally from right-of-way to right-of-way with cross sections every 50 feet for limits and locations identified in project description.
 - 1.1.1. Topography shall generally extend 100 feet from end of returns for intersecting streets within the limits of the survey.
 - 1.1.2. Width shall generally extend 10 feet outside of right-of-way and include all features (fences, retaining walls, etc.).
 - 1.1.3. Locate all public/private utilities using One Call Locate Service to mark existing facilities.
 - 1.1.4. Plot all topography, profiles, and cross sections into CADD Software.
- 1.2. Coordinate geotechnical exploration by Others for pavement core samples and test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.
- 1.3. Complete drainage study and design storm sewer system along Nebraska Street from 2nd Street to 7th Street meeting minimum design standards and submit technical memo to Owner.
- 1.4. Prepare 60% complete preliminary plans and draft front-end specifications. Plans and specifications to include:
 - 1.4.1. General location maps and symbols sheet.
 - 1.4.2. Survey control sheet(s).
 - 1.4.3. Removal and construction plan sheets.
 - 1.4.4. Plan and profile sheets for proposed improvements.
 - 1.4.5. Storm sewer plan and profile sheets, as needed for proposed improvements.
 - 1.4.6. Erosion control plan(s) (Included on the removal/construction plan sheets).
 - 1.4.7. Roadway cross section sheets.
 - 1.4.8. Draft front-end specifications with bidding, contract, and any required funding documentation.
- 1.5. Perform an internal quality assurance/quality control (QA/QC) review of the 60% plans.
- 1.6. Submit 60% plans to Owner for review.
- 1.7. Furnish plans to public/private utilities to review proposed improvements for potential conflicts.
- 1.8. Conduct Plan-In-Hand meeting with Owner, Stakeholders, and Utilities (1 meeting).
- 1.9. Conduct Public Open House meeting (1 meeting) and provide the following:
 - 1.9.1. Prepare postcard invite and provide to Owner. Owner to mail postcard or distribute postcard to adjacent property owners within project area.
 - 1.9.2. Prepare public notice for Owner to publish notice of public meeting.

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- 1.9.3. Develop one (1) single page, double sided public meeting handout.
- 1.9.4. Develop up to two (2) meeting displays.
- 1.9.5. Summary report from public meeting comments.
- 1.10. Prepare 90% plans, specifications, and an opinion of probable construction cost. Plans and specifications to include:
 - 1.10.1. All sheets previously listed for the 60% complete plans.
 - 1.10.2. Insertion of design detail sheets.
 - 1.10.3. Completion of the front-end documents and special provisions section of the specifications.
 - 1.10.4. Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 1.11. Perform an internal QA/QC review of the 90% complete plans and specifications.
- 1.12. Prepare NDPDES Permit application and Storm Water Pollution Prevention Plan (SWPPP) for submittal to NDEQ for permit issuance.
- 1.13. Prepare and obtain NDOT permit to occupy right-of-way.
- 1.14. Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.15. Present Final Plans, Specifications, and Opinion of Cost to Owner (1 meeting) and obtain authorization to advertise for bids.

2. BIDDING & NEGOTIATION

- 2.1. Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.2. Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.3. Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 2.4. Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.5. Assist the Owner in securing construction bids for the project.
- 2.6. Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- 2.7. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.8. Prepare and submit necessary information to the Owner for project award approval.
- 2.9. Present and review bids with Owner for project award approval, one (1) meeting.
- 2.10. Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.11. Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

3. CONSTRUCTION ADMINISTRATION & STAKING

- 3.1. Schedule and conduct a Pre-construction Conference(Pre-Con), consisting of one (1) meeting prior to the start of construction. This conference will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Discuss construction phasing and access requirements. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer.
- 3.2. Provide construction staking one time for each of the following (6 trips total);
 - 3.2.1. Verification/Re-establishment of horizontal and vertical control on site.

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- 3.2.2. Storm Sewer: One graded offset hub every 50' (approx. 1900 ft.), two offsets per curb inlet (approx. 10), and one offset per manhole (approx. 5 MH's).
- 3.2.3. Paving Hubs: Including grades where provided at P.C.'s, P.T.'s, and radius points as follows: Two Rows at 25' intervals for (approx. 1900 ft.).
- 3.3. Review shop drawings and related data supplied by the Contractor.
- 3.4. Provide interpretation of the plans and specifications, when necessary.
- 3.5. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval (four progress payments and one final payment estimated).
- 3.6. Conduct monthly progress meetings, three (3) meetings estimated.
- 3.7. Attend two (2) City Council meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 3.8. Consult with and advise Owner during construction in regards to all aspects of the project. Provide weekly/bi-weekly project status updates via email.
- 3.9. Provide as-built drawings plan set in PDF format.
- 3.10. Conduct a final walk-thru and inspection of project with the Contractor and Owner, one (1) meeting.
- 3.11. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 3.12. Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
- 3.13. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
 - 3.13.1. Issue 6 and 11-month warranty letters to the Owner and Contractor.
 - 3.13.2. Conduct field review of project, one (1) meeting should a field inspection be necessary.
 - 3.13.3. Issue a warranty period correction letter to the contractor for warranty repair items, if necessary.

4. CONSTRUCTION OBSERVATION (RESIDENT PROJECT REPRESENTATIVE)

- 4.1. JEO will furnish a part-time Resident Project Representative (RPR) working with City staff to observe construction progress and quality of the work. An estimated at 288 hours total or 18 hours per week for 16 weeks of construction is anticipated.
- 4.2. The duties and responsibilities of the RPR are described as follows:
 - 4.2.1. Mark removals for construction.
 - 4.2.2. Review of contractors work for general compliance with the plans and specifications.
 - 4.2.3. Monitor Contractors' progress and project schedule.
 - 4.2.4. Complete Construction Observation Reports when on site.
 - 4.2.5. Measure pay quantities and coordinate concurrence with Contractor.
 - 4.2.6. Review of materials delivered to the site for specification compliance.
 - 4.2.7. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - 4.2.8. Review and coordinate with Owner on materials testing by independent lab hired by Owner.
 - 4.2.9. Attend progress meetings.

5. FEE

- 5.1. The total cost to provide design and construction engineering phase services is \$117,430 and will be billed as either a lump sum or hourly not to exceed fee, as noted below in subsection 5.3.
- 5.2. The above mentioned fees includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional

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services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

| 5.3. Tasks | Fee |
|---------------------------------------|--------------------------------|
| Design | \$ 53,140 Lump Sum |
| Bidding & Negotiation | \$ 4,200 Lump Sum |
| Construction Administration & Staking | \$ 26,970 Lump Sum |
| Construction Observation | \$ 33,120 Hourly Not to Exceed |
| <u>Total</u> | <u>\$ 117,430</u> |

6. PAYMENT:

6.1. We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

7. TIME FRAME:

| | |
|-------------------------------------|---|
| 7.1. Notice to Proceed (NTP) | 1/15/2019 |
| 7.2. Design | 1/15/2019 to 3/19/2019 |
| 7.3. Public Open House | 3 rd Week in February |
| 7.4. Council To Approve Final Plans | 3/19/2019 |
| 7.5. Bidding & Negotiation | 45-60 days from authorization to advertise. |
| 7.6. Estimated Bid Opening | 4/11/2019 |
| 7.7. Estimate Construction | 6/1/2019 – 11/1/2019 |

8. OWNER RESPONSIBILITY:

- 8.1. The Owner must provide the following information to the Engineer:
- 8.1.1. Assist with utility conflict resolution and provide additional utility record information, as needed.
 - 8.1.2. Assist with any stakeholder issues that arise.
 - 8.1.3. Provide Title/Deed Research and ROW/Easement acquisition services and or securing right of entry for Engineer/Contractor to complete work, if needed.

9. EXCLUSIONS:

- 9.1. CDBG administration services.
- 9.2. Topographic survey not outlined in the scope of services.
- 9.3. Geotech investigation (To be completed by others under separate agreement).
- 9.4. Water main and sanitary sewer main design.
- 9.5. Street lighting design.
- 9.6. Title/Deed Research and ROW/Easement acquisition services.
- 9.7. ROW/easement plans and legal descriptions.
- 9.8. Environmental reviews and/or studies not outlined in scope of services.
- 9.9. Any permit fees associated with permit applications.
- 9.10. Special meetings and meetings not outlined in the Scope of Services.
- 9.11. Material testing during construction (To be completed by others under separate agreement).
- 9.12. GIS as-built file data for updating of GIS records (Can be provided via supplement).

10. GENERAL CONDITIONS

- 10.1. JEO's general conditions are attached as Exhibit B.

CDBG SUPPLEMENTAL CONDITIONS**Conflict of Interest 2 CFR §200.318**

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

Changes, Amendments, Modifications

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

Executive Order 11246, As Amended.

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

Section 109 of the Housing and Community Development Act of 1974

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

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

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

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

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

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

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

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

Record Maintenance, Record Retention, and Access to Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,

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

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

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

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

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

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

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

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

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

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

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

ENGINEER'S BUDGETARY OPINION OF PROBABLE COST

Project Name: Nebraska Street Improvements, 2nd St. to 7th St.

Project Location: Wayne, NE

Date Prepared:
January 22, 2019



ESTIMATE OF QUANTITIES

| Item # | Description | Unit | Quantity | Unit Price | Total | |
|---|---|------|----------|---|-----------|------------------|
| BASE BID/GROUP A - Paving & Storm Sewer Improvements | | | | | | |
| 1. | Mobilization | LS | 1 | \$36,500.00 | \$36,500 | |
| 2. | Temporary Traffic Control Measures | LS | 1 | \$6,100.00 | \$6,100 | |
| 3. | Clearing and Grubbing | LS | 1 | \$4,000.00 | \$4,000 | |
| 4. | Excavation/Earthwork | CY | 867 | \$10.00 | \$8,667 | |
| 5. | Remove Pavement | SY | 5,960 | \$8.00 | \$47,680 | |
| 6. | Remove Driveway | SY | 350 | \$5.00 | \$1,750 | |
| 7. | Remove Concrete Sidewalk | SF | 1,920 | \$2.00 | \$3,840 | |
| 8. | 7" Concrete Pavement | SY | 5,960 | \$45.00 | \$268,200 | |
| 9. | 6" Concrete Driveway | SY | 350 | \$42.00 | \$14,700 | |
| 10. | 5" Concrete Sidewalk | SF | 1,920 | \$5.00 | \$9,600 | |
| 11. | Detectable Warning Panels | SF | 512 | \$30.00 | \$15,360 | |
| 12. | Curb Inlet (γ=8') | EA | 12 | \$4,000.00 | \$48,000 | |
| 13. | 30" RCP, Class III | LF | 1,800 | \$85.00 | \$153,000 | |
| 14. | 18" RCP, Class III | LF | 312 | \$50.00 | \$15,600 | |
| 15. | Adjust Manhole to Grade w/ New Ring and Cover | EA | 5 | \$800.00 | \$4,000 | |
| 16. | Adjust Valve Box to Grade | EA | 10 | \$300.00 | \$3,000 | |
| 17. | Adjust Curb Stop to Grade | EA | 10 | \$250.00 | \$2,500 | |
| 18. | Curb Inlet Sediment Filter | EA | 12 | \$170.00 | \$2,040 | |
| 19. | Silt Fence, Low Porosity | LF | 208 | \$3.00 | \$624 | |
| 20. | Hydro-Seeding, Fertilizer and Mulch | ACRE | 0.8 | \$10,000.00 | \$8,280 | |
| | | | | Construction Subtotal | Base Bid | \$653,450 |
| | | | | Contingency | 10% | \$65,350 |
| | | | | Total Opinion of Construction Cost - Group A | | \$718,800 |
| PROFESSIONAL SERVICES | | | | | | |
| 1. | Design & Construction Services Estimate | | | | \$126,930 | |
| 2. | Overhead (Legal, Fiscal, Etc.) | | | | 2% | \$13,070 |
| | | | | Subtotal | \$140,000 | |
| | | | | Total Opinion of Project Cost | | \$858,800 |

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

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RESOLUTION NO. 2019-7

A RESOLUTION APPROVING PROPOSAL WITH SETTJE AGRI SERVICES AND ENGINEERING, INC. (SASE) ON THE “LAGOON SLUDGE REMOVAL & APPLICATION PROJECT.”

WHEREAS, JEO Consulting Group, Inc., was tasked with developing a guide to assist SASE with compliance of regulations for the disposal of sludge; and

WHEREAS, SASE has submitted a proposal for sludge removal and application, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the proposal has been reviewed by the City’s Engineer on the project, JEO Consulting Group, Inc., and staff; and

WHEREAS, SASE will receive a fee of \$3.50 per ton on all solid products removed from the lagoon, with fees being used to cover costs of services as well as towards subsidies to offset some cost of hauling and applications to parties receiving biosolids for land application; and

WHEREAS, SASE will also receive an additional fee of \$.75 per ton from the City of Wayne in instances where SASE is required to hire the loading of biosolids; and _____

WHEREAS, JEO Consulting Group, Inc., and staff are recommending that the proposal, as submitted by SASE, be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the proposal for the “Lagoon Sludge Removal & Application Project,” as submitted by SASE and filed with the City Clerk be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with SASE for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 5th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



MEMO

To: Wes Blecke, City Administrator
Wayne, NE

From: Roger S. Protzman

Date: January 10, 2019

Subject: Wayne, NE Biosolids – Settje Guide

JEO was tasked with developing a guide to assist Settje Agri Services & Engineering, Inc. with compliance of federal regulations 40 CFR 503 for the disposal of sludge. The following guide is based on the fact that the current sludge tested to date complies with the federal regulations. Subsequent years will depend on sludge test results.

Step 1: File NDEQ Form – NPDES Municipal Biosolids Land Application Form. This should be completed and submitted about 30 days in advance. Do not expect a response from NDEQ. Below are some of the required site conditions:

- Do not apply to wetlands or water of the US
- Do not apply to area prone to flooding
- Apply to slopes less than 5%
- Apply no closer than 33 feet from waters of the US

Step 2: If a site has been used previously by Wayne or others, a determination should be made on the available cumulative pollutant load capacity of the site.

Step 3: Determine proposed method of biosolids application

Step 4: Note previous crop onsite

Step 5: Determine next year's onsite crop

Step 6: Complete soils testing for top 6 inches and 6-24 inches, nitrates, phosphorus, and potassium.

Step 7: Complete calculations to determine agronomic rate of application.

Step 8: Keep a log of loads applied to the site in gallons or tons/site and convert to per acre.

Step 9: Apply biosolids at an application rate equal to or less than the agronomic rates for the site.

Step 10: Submit data to JEO for annual report preparation.

Other things to be aware of for biosolids disposal.

- Do not apply to sites with food crops (human food normally eaten raw or with little processing).
- Sites with animal feed crops (i.e. corn, wheat, beans, milo, hay alfalfa, etc.) prohibit harvest for 30 days after sludge application.
- Prohibit animal grazing of site for 30 days after application
- Public access to land with high potential for exposure shall be restricted for one year after application of the sludge.
- Public access to land with low potential for exposure shall be restricted for 30 days after application of the sludge. Note if site has signs posted, fenced, rural, rural remote.

January 29, 2019

Settje Agri Services and Engineering, Inc. (SASE) is pleased to present the following proposal for your consideration.

AltEn Applied Products Marketing Program:

1. SASE will require access to all biosolids in possession of City of Wayne present at decommissioned treatment lagoon on east side of Wayne. SASE will work to market, haul, and land apply biosolids to local crop producers in order to dispose of biosolids on behalf of City of Wayne.
 - a. City of Wayne reserves the right to discontinue removal of biosolids only when it is determined remaining biosolid quantities are reduced enough for incorporation in decommissioned treatment lagoon area and meet standards for such by the Nebraska Department of Environmental Quality.
2. SASE will market all product sold and act as sole logistics manager.
 - a. Sub-contractor selection to complete hauling, application, and any other work associated with the removal, treatment, and management of the biosolids will be at the discretion of SASE management of the project.
 - b. SASE may work with local agronomists in sales of product as SASE finds appropriate to aide in the marketing and support of biosolids movement.
3. SASE will manage, market and provide for transportation and application of all applied product in coordination with City of Wayne management, for determining the best use of biosolids supply with regards to customers of said marketing program.
4. City of Wayne will provide for free loading of biosolids to be transported from the site.
 - a. In the event of additional loading contractors being needed to fulfill hauling efforts, SASE will hire and manage loading contractors to aide in biosolids transportation.
5. SASE will request contact information of all previous interested parties in obtaining biosolids and others that may be prospects, for the benefit of both parties of this agreement.
6. SASE will require access and full usage of the stockpile areas to conduct efforts, and will work with management for the benefit of both parties.
7. SASE will solely be in charge of setting price of manure sales, as per their Manure Value Analysis price discovery program. Any subsidy used to offset cost of applied products to the customers will be removed from fees paid to SASE by City of Wayne for movement of product.
8. SASE will provide price, nutrient analysis and agronomy based application recommendations for usage of applied products to all customers.
9. SASE will manage all accounts receivable, accounts payable, and related operational duties for transactions involving such program.

10. SASE will dedicate existing sales staff to market product, effective on the acceptance of this proposal.
11. SASE will maintain and require all of its agents and contractors to maintain applicable statutory workers compensation and sub-contractor's liability insurance with a single limit of at least \$1,000,000. SASE and all of its contractors will provide evidence of such insurance upon the request of City of Wayne.
12. SASE will accept liability for any accidents resulting in damages, repairs, and any additional costs associated with the operations of SASE. City of Wayne will accept liability for any accidents resulting in damages, repairs, and costs associated with the operations of City of Wayne.
13. SASE will receive a fee of \$3.50 per ton on all solid products removed from decommissioned treatment lagoon, with fees be used to cover costs of services as well as use towards subsidies to offset some cost of hauling and applications to parties receiving biosolids for land application.
 - a. SASE will receive an additional fee of \$0.75 per ton from City of Wayne in cases where SASE is required to hire loading of biosolids.
 - b. All fees will be invoiced to City of Wayne upon completion of biosolids hauling being completed on a field by field basis.
 - c. Payment of fees is due within 30 days of receiving invoice.
14. SASE will be responsible for the completion and costs associated with sampling of sold biosolids.
15. SASE will work to implement marketing plan and materials with input from City of Wayne management.
16. City of Wayne will be responsible for completion and management of all compliance records associated with biosolids application required by NDEQ, EPA, and any other governing agency, whether performed by City of Wayne, or a consultant hired by City of Wayne.
 - a. SASE will provide all info necessary to complete these records as outlined in January 10, 2019, email from Roger Protzman, JEO Consulting Group, Inc.
17. SASE will work with sub-contractors and parties receiving biosolids to ensure all provisions outlined in January 10, 2019, email by JEO are met. This is to include providing any info needed to complete NDEQ Biosolids Land Application Form(s).
 - a. SASE will work with parties receiving biosolids to develop application plan and will complete soil sampling on parties behalf if not already provided by customer that were completed by another vender.
 - b. SASE will complete soil sampling for a fee to be included in land application cost to the customer or administered as an addition fee to parties receiving biosolids.
18. This contract is for period from date of acceptance by both parties until June 1st, 2021.
19. This agreement can be modified at any time by written consent of both parties.
20. SASE will require all sub-contractors to adhere to safety protocol and sign-in requirement established by City of Wayne management.
21. SASE makes no guarantee to sell or move product on behalf of City of Wayne, but will make every attempt to do so under the terms of this contract.

Accepted by

City of Wayne

| Name | Signature | Title | Date |
|------|-----------|-------|------|
|------|-----------|-------|------|

Settje Agri-Services and Engineering, Inc.

| Name | Signature | Title | Date |
|------|-----------|-------|------|
|------|-----------|-------|------|

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RESOLUTION NO. 2019-8

A RESOLUTION APPROVING AMENDMENT TO THE WHOLESALE POWER CONTRACT BETWEEN NEBRASKA PUBLIC POWER DISTRICT AND THE CITY OF WAYNE, NEBRASKA.

WHEREAS, because the City of Wayne exercised its option to limit or reduce the amount of power the City of Wayne is to purchase under the 2002 Wholesale Power Contract, it is necessary to establish base demand and energy amounts; and

WHEREAS, it is necessary to evidence the agreement on these amounts which are identified by way of Exhibit "E" 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 the attached Exhibit "E" shall be included and made a part of the 2002 Wholesale Power Contract between Nebraska Public Power District and the City of Wayne, dated October 11, 2001, is hereby approved, and the Mayor is hereby authorized and directed to execute the same on behalf of the City.

PASSED AND APPROVED this 5th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Exhibit E
Base Monthly Demand Obligation (BMDO), Base Monthly Energy Obligation (BMEO),
And Base Monthly Maximum Hourly Energy Obligation (BMMHEO) Calculation

This Exhibit E shall become effective January 1, 2019 and shall be effective under and as a part of the Wholesale Power Contract between NPPD and the City of Wayne, Nebraska, as Customer. This Exhibit E shall remain in effect until termination of the Wholesale Power Contract.

| | | Year 2016 | Year 2017 | Year 2018 | 3-Year Avg. |
|------------------|---------------|-----------|-----------|-----------|-------------|
| January | BMDO | 9,768 | 9,184 | 10,675 | 9,876 |
| | BMEO | 5,471,020 | 5,389,428 | 5,764,812 | 5,541,753 |
| | BMMHEO | 9,884 | 9,456 | 10,781 | 10,040 |
| February | BMDO | 8,311 | 8,518 | 9,447 | 8,759 |
| | BMEO | 4,696,100 | 4,278,143 | 5,120,234 | 4,698,159 |
| | BMMHEO | 8,739 | 8,745 | 9,695 | 9,060 |
| March | BMDO | 7,900 | 8,490 | 8,116 | 8,169 |
| | BMEO | 4,335,172 | 4,464,726 | 4,729,392 | 4,509,763 |
| | BMMHEO | 8,245 | 8,435 | 8,212 | 8,297 |
| April | BMDO | 7,432 | 6,617 | 8,684 | 7,578 |
| | BMEO | 4,063,311 | 3,897,777 | 4,415,176 | 4,125,421 |
| | BMMHEO | 7,419 | 7,504 | 8,664 | 7,862 |
| May | BMDO | 8,532 | 7,728 | 9,729 | 8,663 |
| | BMEO | 4,350,725 | 4,310,637 | 4,843,251 | 4,501,538 |
| | BMMHEO | 8,623 | 8,931 | 10,823 | 9,459 |
| June | BMDO | 11,978 | 11,933 | 12,077 | 11,996 |
| | BMEO | 5,551,365 | 5,181,972 | 5,509,045 | 5,414,127 |
| | BMMHEO | 12,202 | 11,585 | 12,081 | 11,956 |
| July | BMDO | 12,114 | 12,077 | 10,834 | 11,675 |
| | BMEO | 5,784,140 | 6,104,111 | 6,016,413 | 5,968,221 |
| | BMMHEO | 12,050 | 12,435 | 13,037 | 12,507 |
| August | BMDO | 12,114 | 12,077 | 11,511 | 11,901 |
| | BMEO | 5,753,083 | 5,306,536 | 5,941,917 | 5,667,179 |
| | BMMHEO | 12,125 | 10,828 | 12,297 | 11,750 |
| September | BMDO | 12,048 | 12,077 | 11,511 | 11,878 |
| | BMEO | 4,975,396 | 4,962,140 | 5,235,495 | 5,057,677 |
| | BMMHEO | 11,188 | 11,870 | 12,523 | 11,860 |
| October | BMDO | 6,896 | 8,226 | 7,412 | 7,511 |
| | BMEO | 4,372,158 | 4,522,767 | 4,545,091 | 4,480,005 |
| | BMMHEO | 7,876 | 8,285 | 9,011 | 8,391 |
| November | BMDO | 7,972 | 8,394 | 8,635 | 8,334 |
| | BMEO | 4,203,438 | 4,469,672 | 4,882,566 | 4,518,559 |
| | BMMHEO | 8,199 | 8,651 | 9,049 | 8,633 |
| December | BMDO | 9,371 | 8,761 | 7,389 | 8,507 |
| | BMEO | 5,107,214 | 5,038,424 | 4,998,966 | 5,048,201 |
| | BMMHEO | 9,389 | 8,984 | 8,838 | 9,070 |

Wayne, Nebraska

Nebraska Public Power District

By _____ By _____

Date _____ Date _____

RESOLUTION NO. 2019-9

A RESOLUTION TO REPEAL RESOLUTION 2018-73 WHICH APPROVED THE CAPACITY PURCHASE AGREEMENT BETWEEN NORTHEAST NEBRASKA PUBLIC POWER DISTRICT, THE CITY OF WAYNE, NEBRASKA, AND BIG RIVERS ELECTRIC CORPORATION ON DECEMBER 18, 2018, AND TO APPROVE THE AMENDED CAPACITY PURCHASE AGREEMENT BETWEEN SAID PARTIES, AND AUTHORIZING THE EXECUTION THEREOF.

WHEREAS, Resolution No. 2018-73 was approved on December 18, 2018, approving the Capacity Purchase Agreement (CPA) between Northeast Nebraska Public Power District, the City of Wayne, Nebraska, and Big Rivers Electric Corporation; and

WHEREAS, said CPA is being amended, more particularly subparagraph 2 thereof, to provide for an annual increase of 2% or a maximum of \$1.50 per kilowatt month.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Resolution No. 2018-73 is hereby repealed, and the amended CPA between Northeast Nebraska Public Power District, the City of Wayne, Nebraska, and Big Rivers Electric Corporation, a copy of which is attached hereto and incorporated herein by reference, is hereby approved as amended, and the Mayor is hereby authorized to execute said Capacity Purchase Agreement on behalf of the City.

PASSED AND APPROVED this 5th day of February, 2019.

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, with an annual increase of **2% or a maximum of \$1.50 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: _____

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RESOLUTION NO. 2019-10

A RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO APPLY FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS.

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and for the Nebraska Public Transportation Assistance Program; and

WHEREAS, the City of Wayne desires to apply for said funds to provide public transportation in the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to apply for the above-mentioned funds and that said funds will be used for the City of Wayne's transportation operations in the FY 2019-2020 Application for Public Transportation Assistance.

PASSED AND APPROVED this 5th day of February, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Nebraska Public Power District
"Always there when you need us"

January 29, 2019

Cale Giese, Mayor
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

Subject: Recovery of value of fuel purchased for City of Wayne generation under Capacity Purchase Agreement.

Dear Mr. Giese:

This letter sets forth the Agreement between Nebraska Public Power District (NPPD) and the City of Wayne, Nebraska (City) pertaining to NPPD's recovery of the value of fuel purchased for City's generating units and paid for by NPPD.

NPPD and City were parties to a Capacity Purchase Agreement dated January 1, 2002 (Capacity Purchase Agreement) under which NPPD purchased the output of City's generating units. Pursuant to a notice of termination provided by NPPD dated January 30, 2018, the Capacity Purchase Agreement ceased its effectiveness as of midnight December 31, 2018.

In accordance with the terms of the Capacity Purchase Agreement, NPPD paid for fuel delivered to City's storage facilities for the operation of City's generating units. To provide for NPPD's recovery of the value of the fuel it has paid for, representatives of NPPD and the City have agreed that City will retain the fuel and reimburse NPPD, at a rate of \$1.70 per gallon, for the fuel in City's inventory that NPPD has paid for.

As of the date of this Agreement, the amount of fuel in City's inventory that NPPD has paid for is 105,914 gallons. Applying the agreed to \$1.70 per gallon rate to this amount of fuel, the City's payment to NPPD as reimbursement for said fuel is \$180,053.80.

NPPD will invoice the City the above mentioned amount of \$180,053.80, City will pay the NPPD invoice within thirty (30) days after receipt.

Upon NPPD receiving payment in full from the City, in the above described amount, the City's obligation to reimburse to NPPD for fuel that NPPD has previously paid for shall be completed and NPPD shall have no further claim for such reimbursement, and this Agreement shall terminate.

January 29, 2019
Page 2

If the City of Wayne concurs with provisions of this Agreement, please sign both original copies in the appropriate space, and return them to NPPD. After signature by NPPD a fully executed copy will be returned to the City.

Agreed to by:

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Title: _____

Date: _____

Agreed to by:

CITY OF WAYNE

By: _____

Title: _____

Date: _____



MEMORANDUM

TO: City of Wayne
FROM: Tate Nelson
DATE: February 1, 2019
SUBJECT: Wayne Country Club Remodel & Addition

Mayor Giese,

Please find enclosed the following final paperwork on the Wayne Clubhouse Improvement Project:

1. Change Orders #6-#9
2. Progress Billing #10 (Final)
3. Progress Billing #11 (Retention)

Note all change orders and billings have been signed by OCC Builders and Jill Broderson – Architect. Please proceed with Owner signature, final payments, and providing one copy back to us for our file.

If you have any questions feel free to contact our office.
Thanks,

A handwritten signature in blue ink that reads "TATE NELSON".

Tate Nelson



CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Clubhouse Improvement Project**
 Owner Project No.: _____ CEP No.: **6**
 Architect Project No.: _____ Date: **January 30, 2019**
 Contractor Project No.: **18-04**

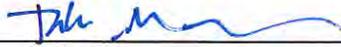
Description of proposed change(s):

Provide material only costs for changing of aluminum handrailing at rear deck to meet Commercial guardrail height per Internation Building Code. Otte will provide labor for no additional cost .

| | |
|-------------------------------------|-------------|
| Add AFCO Aluminum Railing Materials | \$ 5,342.00 |
| Total: | \$ 5,342.00 |

TOTAL AMOUNT OF ADD: \$5,342.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: 
Contractor

Date: 1/30/19

RECOMMENDED APPROVAL

BY: 
Architect

Date: 2.1.19

APPROVED

BY: _____
Owner

Date: _____



CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Clubhouse Improvement Project**
 Owner Project No.: _____ CEP No.: **7**
 Architect Project No.: _____ Date: **January 30, 2019**
 Contractor Project No.: **18-04**

Description of proposed change(s):

Provide credit of soils testing monies not used on project.

| | | |
|---------------|--------|--------------------|
| Credit Monies | | <u>\$ 1,150.00</u> |
| | Total: | <u>\$ 1,150.00</u> |

TOTAL AMOUNT OF DEDUCT: \$1,150.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: *Tale M...*
Contractor

Date: 1/30/19

RECOMMENDED APPROVAL

BY: *Jill Brodus*
Architect

Date: 2.1.19

APPROVED

BY: _____
Owner

Date: _____



CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Clubhouse Improvement Project**
 Owner Project No.: _____ CEP No.: **8**
 Architect Project No.: _____ Date: **January 30, 2019**
 Contractor Project No.: **18-04**

Description of proposed change(s):

Provide credit of remaining site paving monies not used on project.

| | | |
|---------------|--------|--------------------|
| Credit Monies | | <u>\$ 2,464.00</u> |
| | Total: | <u>\$ 2,464.00</u> |

TOTAL AMOUNT OF DEDUCT: \$2,464.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY:
Contractor

Date: 1/30/19

RECOMMENDED APPROVAL

BY:
Architect

Date: 2.1.19

APPROVED

BY: _____
Owner

Date: _____



CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Clubhouse Improvement Project**
 Owner Project No.: **CEP No.: 9**
 Architect Project No.: **Date: February 1, 2019**
 Contractor Project No.: **18-04**

Description of proposed change(s):

Provide additional electrical material and labor for the following changes.

| | |
|---|------------------|
| Add 6' Track & (3) Lights in Pro Shop Area | \$ 475.00 |
| Add (1) 6" Can Light Above Ice Machines by Stairway | \$ 327.00 |
| Add Occupancy Sensors at All Restrooms | <u>\$ 574.00</u> |
| Total: | \$ 1,376.00 |

TOTAL AMOUNT OF ADD: \$1,376.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: *[Signature]*
Contractor

Date: 2/1/19

RECOMMENDED APPROVAL

BY: *[Signature]*
Architect

Date: 2.1.19

APPROVED

BY: _____
Owner

Date: _____

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Invoice



521 South Centennial Road
Wayne, NE 68787

| | |
|----------|-----------|
| Date | Invoice # |
| 2/1/2019 | 19-002 |

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

| |
|----------------|
| Terms |
| Due on receipt |

| Description | Rate | Amount |
|---|-----------|-----------|
| Clubhouse Improvement Project Progress Billing #10 (FINAL) - See Attached Cost Breakdown | 52,379.00 | 52,379.00 |

| | |
|--------------|-------------|
| Total | \$52,379.00 |
|--------------|-------------|



PROGRESS BILLING

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

PROJECT: Wayne Golf & Country Club
Clubhouse Improvement Project

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

CONTRACTORS PROJECT NO.: 18-04
PERIOD THROUGH: January 31, 2019
APPLICATION DATE: February 1, 2019
APPLICATION NO.: #10 - FINAL

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

| | | |
|---|----|-------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>569,000.00</u> |
| 2. NET CHANGE BY CHANGE ORDERS (see attached) | \$ | <u>-30,306.00</u> |
| 3. CONTRACT SUM TO DATE (Line 1 +/- Line 2) | \$ | <u>538,694.00</u> |
| 4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet) | \$ | <u>538,694.00</u> |
| 5. RETAINAGE: | | |
| a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet) | \$ | <u>53,873.00</u> |
| b. 10% of Stored Material (Column F on Cost Breakdown Sheet) | \$ | <u>0.00</u> |
| TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet) | \$ | <u>53,873.00</u> |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total) | \$ | <u>484,821.00</u> |
| 7. LESS PREVIOUS APPLICATIONS FOR PAYMENT | \$ | <u>432,442.00</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>52,379.00</u> |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) | \$ | <u>53,873.00</u> |

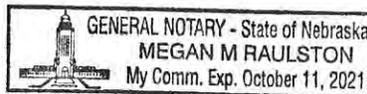
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: OCC Builders LLC.

By: Tsu [Signature] Date: 2/1/19

State of: Nebraska Nebraska
County of: Wayne Wayne

Subscribed and sworn to before
me this 1st day of February, 2019
Notary Public: Megan M Raulston
My Commission expires:



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

AMOUNT CERTIFIED

\$ 52,379.00

ARCHITECT:

By: J. C. Bodus Date: 2-1-19

OWNER
 ARCHITECT
 CONTRACTOR

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



COST BREAKDOWN SHEET

CITY OF WAYNE - CLUBHOUSE IMPROVEMENT PROJECT
 CONTRACTORS PROJECT NO.: 18-04
 PERIOD THROUGH: January 31, 2019
 APPLICATION DATE: February 1, 2019
 APPLICATION NO.: #10 - FINAL

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

| A. ITEM NO. | B. DESCRIPTION OF WORK | C. SCHEDULED VALUE | D. | | E. WORK COMPLETED THIS PERIOD | F. MATERIALS PRESENTLY STORED (NOT IN D O R E) | G. TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H. BALANCE TO FINISH (C-G) | I. RETAINAGE 10% |
|-------------------|---|--------------------------|--------------------------------------|----------------------------------|--|---|--|-------------------------------------|------------------------|
| | | | WORK FROM PREVIOUS APPLICATION | WORK COMPLETED THIS PERIOD | | | | | |
| | General Conditions & Project Start-Up | 16,800 | 15,360 | 1,420 | 0 | 0 | 16,800 | 0 | 1,680 |
| | Soils Testing | 1,150 | 0 | 1,150 | 0 | 0 | 1,150 | 0 | 115 |
| | Concrete Foundations, Walls, & Waterproofing | 24,800 | 24,800 | 0 | 0 | 0 | 24,800 | 0 | 2,480 |
| | Backfilling & Drain Tile | 3,705 | 3,705 | 0 | 0 | 0 | 3,705 | 0 | 371 |
| | Rigid Insulation at Foundation Walls | 2,070 | 2,070 | 0 | 0 | 0 | 2,070 | 0 | 207 |
| | Concrete Floor Slab | 11,640 | 11,640 | 0 | 0 | 0 | 11,640 | 0 | 1,164 |
| | Concrete Sloop & Sidewalk Site Paving | 23,000 | 20,536 | 2,464 | 0 | 0 | 23,000 | 0 | 2,300 |
| | Brick Masonry | 5,730 | 5,730 | 0 | 0 | 0 | 5,730 | 0 | 573 |
| | Demolition, Rework, & Infill | 26,720 | 26,720 | 0 | 0 | 0 | 26,720 | 0 | 2,672 |
| | Wall Framing & Sheathing | 16,365 | 16,365 | 0 | 0 | 0 | 16,365 | 0 | 1,639 |
| | Floor Framing & Sheathing | 23,380 | 23,380 | 0 | 0 | 0 | 23,380 | 0 | 2,338 |
| | Roof & Canopy Framing & Sheathing | 33,510 | 33,510 | 0 | 0 | 0 | 33,510 | 0 | 3,351 |
| | Asphalt Shingle Roofing | 10,600 | 10,600 | 0 | 0 | 0 | 10,600 | 0 | 1,060 |
| | Cement Board Soffit & Fascia | 11,750 | 11,750 | 0 | 0 | 0 | 11,750 | 0 | 1,175 |
| | Foil Faced Insulation Sheathing | 6,815 | 6,815 | 0 | 0 | 0 | 6,815 | 0 | 682 |
| | Cement Board Siding | 19,460 | 19,460 | 0 | 0 | 0 | 19,460 | 0 | 1,946 |
| | Gutters & Downspouts | 3,105 | 0 | 3,105 | 0 | 0 | 3,105 | 0 | 311 |
| | Treated Wood Deck | 20,400 | 20,400 | 0 | 0 | 0 | 20,400 | 0 | 2,040 |
| | Insulation | 6,600 | 6,600 | 0 | 0 | 0 | 6,600 | 0 | 660 |
| | Drywall | 27,560 | 27,560 | 0 | 0 | 0 | 27,560 | 0 | 2,756 |
| | Aluminum Entries | 16,650 | 16,650 | 0 | 0 | 0 | 16,650 | 0 | 1,665 |
| | Aluminum Windows | 16,490 | 16,490 | 0 | 0 | 0 | 16,490 | 0 | 1,649 |
| | Basement Door, Frame, & Hardware | 2,690 | 2,300 | 390 | 0 | 0 | 2,690 | 0 | 269 |
| | Interior Millwork (Doors, Hardware, Casing, Base, Borrowwrites) | 21,100 | 17,155 | 3,945 | 0 | 0 | 21,100 | 0 | 2,110 |
| | Cabinetry (Bar, Kitchen, Sinks, Etc.) | 30,040 | 24,960 | 5,080 | 0 | 0 | 30,040 | 0 | 3,004 |
| | Painting, Staining, Joint Sealants | 26,260 | 10,366 | 17,894 | 0 | 0 | 26,260 | 0 | 2,626 |
| | Finish Flooring | 12,980 | 12,980 | 0 | 0 | 0 | 12,980 | 0 | 1,298 |
| | Toilet Partitions & Accessories | 4,230 | 2,190 | 2,040 | 0 | 0 | 4,230 | 0 | 423 |
| | Electrical | 90,695 | 83,861 | 6,834 | 0 | 0 | 90,695 | 0 | 9,070 |
| | Plumbing & Site Utilities | 20,690 | 17,249 | 3,441 | 0 | 0 | 20,690 | 0 | 2,069 |
| | HVAC | 27,995 | 25,897 | 2,098 | 0 | 0 | 27,995 | 0 | 2,800 |
| | ORIGINAL CONTRACT AMOUNT | 569,000 | 519,129 | 49,871 | 0 | 0 | 569,000 | 0 | 56,903 |
| | CHANGE ORDERS | | | | | | | | |
| OCO 1 | (Items #1-#10) | | | | | | | | |
| 1 | Credit Exterior & Interior Painting Labor Only | (12,240) | (5,980) | (6,260) | 0 | 0 | (12,240) | 0 | (1,224) |
| 2 | Credit Shingle Roofing Labor Only | (3,530) | (3,530) | 0 | 0 | 0 | (3,530) | 0 | (353) |
| 3 | Delete 1" Foil Faced Insulation at Perimeter | (6,815) | (6,815) | 0 | 0 | 0 | (6,815) | 0 | (682) |
| 4 | Redesign Aluminum Entry Door Systems & Hardware Changes | (3,130) | (3,130) | 0 | 0 | 0 | (3,130) | 0 | (313) |
| 5 | Change Siding to 7" Reveal in Lieu of 4" Reveal | (2,900) | (2,900) | 0 | 0 | 0 | (2,900) | 0 | (290) |
| 6 | Delete Prairie Style Grids in Windows | (860) | (860) | 0 | 0 | 0 | (860) | 0 | (86) |
| 7 | Delete Oak Ceiling Trims at Coiffers | (4,510) | (4,510) | 0 | 0 | 0 | (4,510) | 0 | (451) |
| 8 | Change 1x Oak Trims to Heritage Style Oak Trims | (1,750) | (1,750) | 0 | 0 | 0 | (1,750) | 0 | (175) |
| 9 | Delete 2" Rigid Insulation at Poured Concrete Walls in Basement | (2,070) | (2,070) | 0 | 0 | 0 | (2,070) | 0 | (207) |
| 10 | Delete Finish Flooring Material & Labor Throughout | (12,980) | (12,980) | 0 | 0 | 0 | (12,980) | 0 | (1,298) |
| OCO 2 | Change Basement Floor Height & North Poured Foundation Wall | | No Change | 0 | 0 | 0 | 0 | 0 | 0 |
| OCO 3 | Redesign Restroom Layouts | | No Change | 0 | 0 | 0 | 0 | 0 | 0 |
| OCO 4 | Composite Decking & Aluminum Railing Upgrade | | 5,890 | 11,485 | 0 | 0 | 17,375 | 0 | 1,738 |
| OCO 5 | Change Aluminum Railing to New Commercial Guardrail Height | | 5,342 | 5,342 | 0 | 0 | 10,684 | 0 | 1,068 |
| OCO 6 | Credit Soils Testing Monies Not Used | (1,150) | (1,150) | 0 | 0 | 0 | (1,150) | 0 | (115) |
| OCO 7 | Credit Site Paving Monies Not Used | (2,464) | (2,464) | 0 | 0 | 0 | (2,464) | 0 | (246) |
| OCO 8 | Add Electrical Fixture Items | | 1,376 | 1,376 | 0 | 0 | 2,752 | 0 | 275 |
| | SUB-TOTAL CHANGE ORDERS | (30,306) | (38,635) | 8,329 | 0 | 0 | (30,306) | 0 | (3,030) |
| | ADJUSTED CONTRACT AMOUNT PER CHANGE ORDERS | 538,694 | 480,494 | 58,200 | 0 | 0 | 538,694 | 0 | 53,873 |

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521 South Centennial Road
Wayne, NE 68787

Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 2/1/2019 | 19-003 |

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

| |
|----------------|
| Terms |
| Due on receipt |

| Description | Rate | Amount |
|---|-----------|-----------|
| Clubhouse Improvement Project Progress Billing #11 (RETENTION) - See Attached Cost Breakdown | 53,873.00 | 53,873.00 |

| | |
|--------------|--------------------|
| Total | \$53,873.00 |
|--------------|--------------------|



PROGRESS BILLING

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

PROJECT: Wayne Golf & Country Club
Clubhouse Improvement Project

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

CONTRACTORS PROJECT NO.: 18-04
PERIOD THROUGH: January 31, 2019
APPLICATION DATE: February 1, 2019
APPLICATION NO.: #11 - RETENTION

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

| | |
|---|----------------------|
| 1. ORIGINAL CONTRACT SUM | \$ <u>569,000.00</u> |
| 2. NET CHANGE BY CHANGE ORDERS (see attached) | \$ <u>-30,306.00</u> |
| 3. CONTRACT SUM TO DATE (Line 1 +/- Line 2) | \$ <u>538,694.00</u> |
| 4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet) | \$ <u>538,694.00</u> |
| 5. RETAINAGE: | |
| a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet) | \$ <u>0.00</u> |
| b. 10% of Stored Material (Column F on Cost Breakdown Sheet) | \$ <u>0.00</u> |
| TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet) | \$ <u>0.00</u> |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total) | \$ <u>538,694.00</u> |
| 7. LESS PREVIOUS APPLICATIONS FOR PAYMENT | \$ <u>484,821.00</u> |
| 8. CURRENT PAYMENT DUE | \$ <u>53,873.00</u> |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) | \$ <u>0.00</u> |

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

CONTRACTOR: OCC Builders LLC.

By: [Signature] Date: 2/1/19

State of: Nebraska
County of: Wayne

Subscribed and sworn to before
me this 1st day of February 2019
Notary Public: Megan M Raulston
My Commission expires:



In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED \$ 53,873.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: [Signature] Date: 2.1.19

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

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

