

**AGENDA
CITY COUNCIL MEETING
October 15, 2019**

1. [Call the Meeting to Order – 5:30 p.m.](#)

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 southwest wall of the Council Chambers.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. [Approval of Minutes – October 1, 2019](#)
4. [Approval of Claims](#)
5. [Action on the Wayne Volunteer Fire Department Application for Cadet Membership of Carter Hasemann — Phill Monahan, Fire Chief](#)
6. [Action on the Wayne Volunteer Fire Department Application for Membership of Kyauna Kring — Phill Monahan, Fire Chief](#)
7. [Presentation by Utility Service Partners, Inc. — Ashley Shiwarski, Director, Business Development \(Administrator for the National League of Cities Service Line Warranty Program\)](#)
8. [Action on a request to consider adjusting utility bill — Denny Lutt on behalf of the VFW, 220 Main Street](#)

Background: Mr. Lutt, representing the VFW, has made a request to be on the Council agenda requesting consideration to adjusting their utility bill, more particularly, the water and sewer portion thereof. Upon getting the meter readings in this past month, staff contacted the VFW to advise them of the high usage (88,000 gallons) so they could check the premises, which is when they discovered a toilet that was running in the basement. This is a commercial account, so sewer is based on the water consumption.

Staff recommendation would be to not waive any of the water and sewer bill, but instead allow the VFW a couple of months to pay the same.

9. [Action on a request to participate in the Commercial Alley Paving Cost-Share Program — Alley located behind the new State Nebraska Bank & Trust Drive-Thru at the corner of 10th and Main Street — Matthew Ley, CEO State Nebraska Bank & Trust](#)

Background: Resolution 2006-75 established a cost-share program for paving alleys in areas zoned for commercial use in the City of Wayne (attached). First National Bank of Wayne used this program in 2007 when the alley west of their new location (now Elkhorn Valley Bank) was built. State Nebraska Bank is now requesting the same consideration as they build their new branch facility at 10th and Main.

10. [Public Hearing \(2nd\): To obtain public input on the Community Development Block Grant No. 16-CD-108 — Wayne 2018 Pedestrian Curb Ramp Project \(Advertised Time: 5:30 p.m.\)](#)

Background: The City of Wayne was awarded \$350,000 of CDBG Comprehensive Development (CD) Phase II funds. \$277,674.43 has been used to install approximately 175 ADA ramps at pedestrian crossings; \$6,161.98 has been used for general administration; and \$2,138.12 has been used for construction management. Local matching funds of \$76,750 and \$76,750 in leveraged funds was provided by the City of Wayne from the 2nd Street paving and storm sewer project. The total program cost to date is \$285,554.53. All activities will be conducted within the LMI target area. All CDBG funds will benefit low-to-moderate income persons in the community. No persons will be displaced as a result of this project.

It is a requirement of this grant process to have a second hearing to solicit public input on how the grant funding was used.

11. [Action to approve the budget amendment for CDBG 16-CD-108 — Wayne 2018 Pedestrian Curb Ramp Project](#)

Background: The amendment consists of moving \$27,428.00 in CDBG funds from the General Administration and \$5,622.00 of Construction Management funds into the Street activity. This is a result of the actual construction and project engineering costing more than the estimated costs indicated in the grant application. The Northeast Nebraska Economic Development District, the organization providing grant administration services, estimates that approximately \$33,050.00 in general administration funds will be de-obligated if the budget amendment is not approved. The City has provided \$216,679.49 in local matching and leveraged funds to this project.

12. [Action on Certificate of Substantial Completion for the “Wayne 2018 Pedestrian Curb Ramps CDBG #16-CD-108 Project”](#)
13. [Action on Contractor’s Application for Payment No. 5 \(Final\) in the amount of \\$10,860.52 to I & A Construction, LLP, for the “Wayne 2018 Pedestrian Curb Ramps CDBG #16-CD-108 Project”](#)
14. [Resolution 2019-59: Accepting bid and awarding contract on the “Senior Center Freezer/Pantry Storage Addition Project”](#)

Background: Three bids were received today on this project. Otte Construction - \$41,670; Horizon Construction - \$37,910; and Bencoter Construction - \$27,215. The bid proposals are included in this packet. At this time, staff is recommending the project be awarded to the low bidder – Bencoter Construction for \$27,215.

15. [Resolution 2019-60: Authorizing the purchase of a 2019 Ford Police Interceptor Sedan as per the Bid Proposal received from Arnie's Ford](#)

Background: Due to an accident a few weeks ago involving one of the Police Department's patrol cars, Chief Chinn is requesting approval to purchase a new 2019 Ford Police Interceptor Sedan that was located in Nebraska by Arnie's Ford. EMC Insurance has totaled the cruiser involved in the accident and is issuing the City of Wayne a check for \$15,000 (market value of the vehicle) to speed the process of the claim that has been made. They will then subrogate the other insurance company involved for any other additional expenses or damages found. Chief Chinn asked Arnie's to search to see if any prebuilt units were available anywhere to help alleviate the wait time of working through the specs and ordering a replacement vehicle. They found six patrol cars that were not accepted by an ordering agency due to end of year budget time issues. There is one of these left that has very similar specs to what the City would normally order. Attached is the window sticker for that patrol car. The State bid contract price is written at the bottom in the amount of \$26,147.00. Since Ford got stuck with these, they have reduced the purchase price to \$25,147.00. Arnie's is placing a hold on this vehicle pending Council approval to purchase.

Chief Chinn would not necessarily be looking at another sedan for a replacement due to size restrictions with equipment, but all equipment in the 2015 involved in the crash will transfer to this 2019 with no additional purchase of any equipment. EMC will also be covering the costs involved with the un-install of the existing equipment, the installation of equipment into the new unit, along with the decals on the new unit, and any other equipment damage found from the accident during this process.

16. [Adjourn](#)

**[REMINDER: Council Mini Retreat
Tuesday, October 29th at 5:00 p.m. in Council Chambers](#)**

**MINUTES
CITY COUNCIL MEETING
October 1, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, October 1, 2019, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on September 19, 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 southwest wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Haase made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of September 17, 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 Councilmember Sievers who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERITAS, SE, 83.69; AMERITAS, SE, 2638.42; AMERITAS, SE, 72.00; AMERITAS, SE, 100.02; APPEARA, SE, 34.21; BAKERS CANDIES, SU, 67.60; CARPENTER PAPER COMPANY, SU, 58.75; CITY EMPLOYEE, RE, 2007.52; CITY

EMPLOYEE, RE, 22.32; CITY EMPLOYEE, RE, 3327.45; CITY EMPLOYEE, RE, 164.45; CITY EMPLOYEE, RE, 11.76; CITY EMPLOYEE, RE, 114.02; CITY OF MADISON, SE, 100.00; CITY OF WAYNE, PY, 76589.33; CITY OF WAYNE, RE VOID, -139.67; CITY OF WAYNE, RE VOID, -116.67; CITY OF WAYNE, RE, 705.09; CREDIT MANAGEMENT SERVICES, RE, 181.95; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DGR & ASSOCIATES, SE, 447.50; DUTTON-LAINSON, SU, 318.71; GROSSENBURG IMPLEMENT, SU, 164.29; HAWKINS, SU, 354.32; HYDRO OPTIMIZATION, SU, 1588.10; I&A CONSTRUCTION, SE, 61512.27; ICMA, SE, 7979.91; IRS, TX, 12778.52; IRS, TX, 9344.38; IRS, TX, 2988.48; JEO CONSULTING GROUP, SE, 2145.90; LESEBERG MASONRY & CONST, SE VOID, -4805.00; MICHAEL TODD & CO, SU, 192.03; MIDWEST TURF & IRRIGATION, SE VOID, -1,424.83; NE DEPT OF REVENUE, TX, 3878.09; NE DEPT OF REVENUE, FE, 25.00; NNEDD, SE, 1380.00; NORTHEAST POWER, SE, 19171.64; PING TREE SERVICE, SE, 526.00; STAPLES, SU, 60.21; STATE NEBRASKA BANK-PETTY CASH, RE, 62.00; WAYNE COMMUNITY SCHOOLS, SE, 63.00; WAYNE COUNTY, SE, 1000.00; WAYNE STATER, SE, 150.00; WESCO, SU, 14272.21; WISNER WEST, SU, 28.00; ZIMCO SUPPLY, SU, 930.00; 1ST CHOICE RECYCLING, SE, 5500.00; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 1420.29; AMERICAN UNDERGROUND SUPPLY, SU, 517.10; APPEARA, SE, 52.31; ARNIE'S FORD, SU, 56.38; B & B PAINTING, SE, 900.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1775.00; BINSWANGER GLASS, SE, 736.04; BIO-ELECTRONICS, SE, 203.30; BLACK HILLS ENERGY, SE, 175.09; BORDER STATES INDUSTRIES, SU, 465.45; CDW GOVERNMENT, SE, 2538.00; CENTURLINK, SE, 422.96; CITIZENS STATE BANK, RE, 3857.53; CITIZENS STATE BANK, RE, 2467.51; CITY EMPLOYEE, RE, 163.75; CITY EMPLOYEE, RE, 237.34; CITY EMPLOYEE, RE, 224.81; CITY OF WAYNE, RE, 243.69; COLONIAL RESEARCH, SU, 135.68; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 34743.69; EAKES OFFICE PLUS, SE, 935.80; ECHO GROUP, SU, 66.00; ELLIS HOME SERVICES, SE, 3868.17; FIRST CONCORD GROUP, SE, 2841.76; FLOOR MAINTENANCE, SU, 665.48; GERHOLD CONCRETE, SU, 3257.88; GROSSENBURG IMPLEMENT, SE, 2286.70; HELENA AGRICULTURAL ENTERPRISES, SU, 20.00; HILAND DAIRY, SE, 60.25; INTERSTATE BATTERY SYSTEM, SU, 110.95; IOWA PUMP WORKS, SU, 5756.00; ISLAND SPRINKLER SUPPLY, SU, 421.40; JEO CONSULTING GROUP, SE, 1781.37; KATHOL TURF, SE, 2689.05; KYLE MILLER, RE, 458.82; LESEBERG MASONRY & CONST, SE, 4805.00; MARRIOTT HOTELS, SE, 654.00; MIDWEST TURF & IRRIGATION, SE, 1424.83; MUNICIPAL EMERGENCY SERVICES, SU, 319.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 643.00; NORTHEAST POWER, SU, 191.22; NOVA FITNESS EQUIPMENT, SU, 1045.44; RASMUSSEN AIR & GAS ENERGY, SU, 2738.71; RON'S RADIO, SE, 90.00; SIRCHIE, SU, 257.36; STAPLES, SU, 36.94; STATE NEBRASKA BANK-PETTY CASH, RE, 49.61; STATE NEBRASKA BANK-PETTY CASH, RE, 442.82; STATE NEBRASKA BANK-PETTY CASH, RE, 20.00; THE RADAR SHOP, SE, 258.00; US BANK, SU, 16422.32; WESCO, SU, 267.50; ZEE MEDICAL SERVICE, SU, 170.28;

FISCAL YEAR 2019-2020: ACES, SE, 901.25; DEARBORN LIFE INSURANCE COMPANY, SE, 99.76; HOMETOWN LEASING, SE, 433.87; MILLER LAW, SE, 5416.67; NE DHHS, FE, 7600.00; NE STATE FIRE MARSHAL, SE, 120.00; NORTHEAST NE INS AGENCY, SE, 85782.00; PROVIDENCE MEDICAL CENTER, SE, 63975.00; TYLER TECHNOLOGIES, SE, 2550.88; UNITED HEALTHCARE, SE, 44052.75; VIAERO, SE, 68.24; WAED, SE, 8222.92; WAYNE KIWANIS, FE, 141.00

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

all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

It was noted before discussion took place on Agenda Item No. 5 that Councilmember Chris Woehler had a conflict of interest as an investor, as well as Administrator Blecke.

Luke Virgil, Executive Director of Wayne Area Economic Development, was present regarding the LB840 Revolving Loan Fund Review Committee's recommendation on the request of Ace Hardware & Home for a \$200,000, 0%, 15-year loan, to be used for start-up costs associated with opening an Ace store in Wayne and to purchase inventory tailored for the Wayne market.

Following the meeting, the Review Committee discussed and took the following action on the request by Ace Hardware & Home with the following terms:

- Loan request of \$200,000;
- Loan repayment period of 15 years;
- Interest rate to be set at 0% for years 1-5 and 2% for years 6-15; and
- That final approval is contingent upon the receipt of Credit Bureau Reports for managers, as required by the LB840 Economic Development Plan Guidelines.

When the City put together the LB840 program, it had to borrow money from the Electric Fund at an interest rate set at 3%. Therefore, there is an expectation to try to recoup that in some capacity. The LB840 guidelines recommend having an interest rate set at half of the primary lender's interest rate. That rate is at 5 or 5.25%, so 2% is actually below the recommendation in the guidelines. However, the Committee felt it was important to the community to fill the void that was created last June by the closing of the Shopko store. The Committee also felt that the first five years is some of the most important times, which is why they went with 0% for that timeframe. The total project will be about \$1.6 million, and they hope to employ 8-10 full-time employees.

Steve LeGrand, Mike McManigal and BJ Woehler were present to answer questions and request that the Council reconsider their request for a \$200,000 loan, at 0% for 15 years. Mr.

LeGrand owns an Ace Hardware Store in Blair. They will tailor the store to the City of Wayne. They are hoping to have the store open March 1, 2020.

It was noted that at this time, there is \$235,000 available in the LB840 account. If this loan were approved, it would leave about \$35,000 in that fund. By the end of the calendar year, there would be another \$132,829 in revenue through loan repayments and sales tax revenue. Over the next ten months, there will be enough monies in the account to make the loan payments to the Electric Fund.

Councilmember Spieker made a motion, which was seconded by Councilmember Karsky, approving the LB840 Revolving Loan Fund Review Committee's recommendation on a revolving loan fund application to Wayne's Economic Development Program by Ace Hardware & Home for \$200,000 to be used for start-up costs associated with opening an Ace Store in Wayne to purchase inventory tailored to the Wayne market (location – former Shopko Store).

When asked about the terms, Councilmember Spieker rescinded his motion because he wanted to hear more about what the Council thought. Councilmember Karsky then rescinded his second to the motion.

After discussion, Councilmember Karsky made a motion, which was seconded by Councilmember Spieker, approving the request of Ace Hardware & Home for a \$200,000, 0%, 15-year loan to Ace Hardware & Home.

Councilmember Eischeid stated he was going to vote in favor of this motion; however, he wanted it noted that he does not like going against what the LB840 Committee recommends.

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

Attorney Miller noted she would be in contact with Mr. LeGrand for specifics.

The following Resolution is a requirement by the Nebraska Department of Transportation when a state highway will be closed for a celebration/parade. This Resolution

pertains to the Annual Christmas on Main Celebration/Annual Parade of Lights to be held on Thursday, November 21, 2019.

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

Councilmember Brodersen introduced Resolution No. 2019-57 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2019-57

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

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

Irene Fletcher, representing Wayne Area Economic Development, was requesting Council consideration to prohibit parking on Main Street in the 200 block of Main Street from 5:30 p.m. until 8:00 p.m. for the Christmas on Main Celebration/Annual Parade of Lights Event to be held on Thursday, November 21st.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, approving the request of Wayne Area Economic Development to prohibit parking on Main Street in the 200 block of Main Street from 5:30 p.m. until 8:00 p.m. for the Christmas on Main Celebration/Annual Parade of Lights Event to be held on Thursday, November 21st. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

Roger Protzman, representing JEO Consulting Group, reviewed the plans and specifications for the "Transmission Water Main from North Well Field to City Limits Project." The estimate of cost on the project is \$3,030,800 (PVC pipe) and \$3,620,000 (ductile iron pipe). In his 20 years of experience, he thought the PVC pipe was the way to go.

Councilmember Brodersen introduced Resolution 2019-58, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2019-58

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE "TRANSMISSION WATER MAIN FROM NORTH WELL FIELD TO CITY LIMITS PROJECT;" AUTHORIZING SUBMITTAL OF THE PLANS AND SPECIFICATIONS TO THE DEPARTMENT OF HEALTH & HUMAN SERVICES; AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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

Discussion took place on the offer to purchase the South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska, by Ed and Lee Brogie, for \$200.

Administrator Blecke stated the City dedicated 28' of this property to right-of-way. Now, this lot is unbuildable. It is only 30' wide. The property is zoned B-3.

Joel Hansen, Street and Planning Director, stated that because it is now a corner lot, that 30' has a 15' setback on the north side. If the property were sold to Brogies, they would then be responsible for mowing and cleaning the sidewalks, which would relieve the City of those jobs. It was noted that the Brogie's sewer line goes through this lot. Parking would probably be the only option for this piece of property.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, directing staff to advertise for sale the following property:

The South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska,

with the results being brought before Council at the November 5th meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

Therefore, no action was taken on Agenda Item No. 9 — Resolution 2019-59: Authorizing the sale of the South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska, to Ed Brogie and Lee Brogie, Husband and Wife, for \$200.00 or Agenda Item No. 10 — Ordinance 2019-16: Directing the sale of the South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska, to Ed Brogie and Lee Brogie, Husband and Wife, for \$200.00.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:44 p.m.



Council Approval Listing

Payment Date Range: 10/07/2019 - 10/07/2019

Vendor	Payable Description	Payment Total
FISCAL YEAR 2019-2020		
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES/FIBER LINE LEASE	2,564.24
BACKSTROM, LESLIE	AUDITORIUM DEPOSIT REFUND	150.00
BENSCOTER CONSTRUCTION	SEWER LINE REPAIRS	8,334.50
CITY OF WAYNE	UTILITIES REFUND	50.76
DEARBORN LIFE INSURANCE	DISABILITY/LIFE INSURANCE	2,497.62
ECHO GROUP INC JESCO	WEIGHT ROOM FANS	123.64
EMBASSY SUITE	LODGING - L HEGGEMEYER	278.00
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	1,008.01
FRANCO, ELDA	INTERPRETER SERVICES	35.00
GILL HAULING, INC	SANITATION SERVICE	261.25
GROSSENBURG IMPLEMENT INC	SCREW	1.46
HANSEN, BRAD	ENERGY INCENTIVE	500.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	110.85
MARCO INC	COPIER LEASE	126.36
MERCHANT SERVICES	CREDIT CARD FEES-UTILITY	996.61
MERCHANT SERVICES	CREDIT CARD FEES	21.78
MERCHANT SERVICES	CREDIT CARD FEES-ONLINE UTILITY	2,187.89
MZRB LLC	BUILDING PERMIT DEPOSIT REFUND	250.00
NE MUNICIPAL CLERKS ASSOC	MEMBERSHIP DUES	45.00
NE NOTARY ASSOC	STAMP-D MARSHALL	147.58
O'KEEFE ELEVATOR COMPANY, INC	ELEVATOR INSPECTION	1,629.92
O'REILLY AUTOMOTIVE STORES, INC.	WIPER BLADES	34.18
PITNEY BOWES INC	POSTAGE METER LEASE	253.84
STANTON YOUTH VOLLEYBALL PROGRAM	YOUTH VB TOURNAMENT	75.00
STANTON YOUTH VOLLEYBALL PROGRAM	YOUTH VB TOURNAMENT	75.00
STANTON YOUTH VOLLEYBALL PROGRAM	YOUTH VB TOURNAMENT	75.00
STANTON YOUTH VOLLEYBALL PROGRAM	YOUTH VB TOURNAMENT-computer error	75.00
STANTON YOUTH VOLLEYBALL PROGRAM	YOUTH VB TOURNAMENT-computer error	75.00
STANTON YOUTH VOLLEYBALL PROGRAM	YOUTH VB TOURNAMENT-computer error	75.00
STATE NEBRASKA BANK & TRUST	ACH	45.28
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE	200.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	981.41
VAKOC CONSTRUCT	BIT	13.99
VERIZON WIRELESS SERVICES LLC	CELL PHONES	320.83
WAYNE COUNTY COURT	BOND	400.00
WORLDPAY INTERGRATES PAYMENTS	CAC CREDIT CARDS	342.56
Grand Total:		24,362.56



Vendor	Payable Description	Payment Total
FISCAL YEAR 2018-2019		
ALERT-ALL CORP.	FIRE HATS/CRAYONS/STICKERS	205.00
APPEARA	LINEN & MAT SERVICE	76.90
BAKER & TAYLOR BOOKS	BOOKS	1,213.57
BOMGAARS	PIPE/BATTERIES/TOOLS/FASTENERS	3,621.80
BRUENING LANDSCAPES AND TURF	WAYNE COUNTRY CLUB-LAWN AND SPRINKLER SYSTEM	2,750.00
CARHART LUMBER COMPANY	WATER HEATER/CLAMP/TOOLS	921.16
CARROLL DISTRIBUTING	SCREED/CUTTER BENDER	701.29
CHEMQUEST, INC.	COOLING TOWER TREATMENT	1,457.50
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	78.94
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4,040.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	150.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	416.98
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	6,550.86
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	248.09
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	56.94
CITY EMPLOYEE	TREE INCENTIVE	80.21
COPY WRITE PUBLISHING	PAPER/BUSINESS CARDS	481.69
CORE & MAIN LP	IPERL WATER METERS	1,265.68
DEMCO INC	ALBUM/SLEEVE/LABELS/BOOK COVERS/CART	2,235.56
DUTTON-LAINSON COMPANY	ELECTRIC METERS	14,213.88
EASYPERMIT POSTAGE	POSTAGE ON UTILITY BILLS	829.01
ELECTRONIC ENGINEERING CO	EQUIPMENT INSTALL -FORD EXPLORER	3,739.25
GALE/CENGAGE LEARNING	BOOKS	125.40
GERHOLD CONCRETE CO INC.	CONCRETE	3,379.35
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	77.26
INGRAM LIBRARY SERVICES	BOOKS	850.79
INTERSTATE BATTERY SYSTEM	BATTERY	127.95
KAUP FORAGE & TURF	GRASS SEED	1,290.00
KAY PARK REC CORP	ALUMINUM PICNIC TABLES	6,983.00
KTCH AM/FM RADIO	GREEN TEAM RECYCLING AD	507.00
LUTT OIL	GASOLINE	5,110.92
MATHESON-LINWELD	OXYGEN	32.75
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	184.00
MIDWEST TAPE LL	AUDIO BOOKS	69.98
MOTOROLA SOLUTIONS, INC	MOBILE RADIO REPLACEMENT	20,030.40
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	36,589.45
NORTHEAST POWER	FERC LITIGATION/ELECTRICITY	14,672.36
OLSSON ASSOCIATES	WAYNE ZONING	1,664.80

ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	87.57
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	749.45
PAC N SAVE	AFTER SCHOOL SUPPLIES	243.65
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	131.24
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	2,532.75
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	282.95
QUALITY FOOD CENTER	SOFTENER SALT	47.92
RASMUSSEN, JEREMY	TREE INCENTIVE	100.00
SELECT APPLIANCE LLC	REFRIGERATOR	250.00
ST OF NE-CHARITABLE GAMING DIVISION	KENO LOTTERY TAX	1,291.00
THE GLASS EDGE, INC.	TEMPERED GLASS	179.00
TRUCK CENTER COMPANIES	LIGHT REPAIR/OIL/FILTERS	484.31
ULINE	CD ENVELOPES	119.75
US BANK	TECH SUPPLIES/MEALS/LODGING/OFFICE SUPPLIES	3,879.11
WAYNE AUTO PARTS	FILTERS/BATTERIES/BELT	732.15
WAYNE COUNTY CLERK	FILING FEE/HAZARD MAP	46.00
WAYNE HERALD	GREEN TEAM RECYCLING ADS	272.00
WAYNE HERALD	1/2 PAGE GUIDE AD	465.00
WAYNE HERALD	CAC ADS	797.00
WAYNE HERALD	ADS AND NOTICES	2,612.19
WAYNE HERALD	1/2 PAGE GUIDE AD	595.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	560.00
WESCO DISTRIBUTION INC	ELECTRIC TAPE	188.32
WESTERN AREA POWER ADMIN	ELECTRICITY	14,676.09
WIGMAN COMPANY	STOOL PARTS	213.48
WILSON TOOL SERVICE	DVR DASH	338.00
WISNER WEST	FD-GASOLINE	141.26
	Grand Total:	169,044.91

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Carter Hasemann Address 1002 Sherman St.
Phone Number 402-833-8588 Social Security # _____
Driver's License Number and Issuing State _____
Employer N/A Occupation Student
How long have you been employed by your present employer? N/A
Previous Employer and Address N/A

Have you previously been a member of a Fire Department? No
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. N/A

Do you have any physical ailments or disabilities that could affect your performance on the department?
No.

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes
- Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Carter Hasemann Date 08/13/2019

.....
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Carter Hasemann Date 08/13/2019

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

Secretary's Signature _____ Date _____

Chief's Signature [Signature] Date 8-2-2019

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth _____ revised August 4, 2015

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Kyauna Marie Kring Address 509 Sheridan St. Holdrege NE 68949
Phone Number 308.655.0977 Social Security # _____
Driver's License Number and Issuing State H13713586 12/08/2017 NE
Employer Nurses Inc. - Jennifer Schokar Occupation Certied Nursing Assistant
How long have you been employed by your present employer? 1 month
Previous Employer and Address Holdrege Subway - 322 4th Ave, Holdrege, NE 68949

Have you previously been a member of a Fire Department? yes
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Oxford Volunteer Fire department, Cadet. ~~Chief~~ Chief - Bill Grossnicklaus

Do you have any physical ailments or disabilities that could affect your performance on the department?

Don't have any
-As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? I do
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? I do
-Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? I do
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Kyauna M. Kring Date 06-20-2019

.....
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Kyauna M. Kring Date 06-20-2019

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

Scott B. Brown
Secretary's Signature Thomas R. Schmidt Date 10-1-19

Chief's Signature Bill M. ... Date 10-1-19

.....
Council approved on _____ certified by City Clerk _____



NLC Service Line Warranty Program Highlights

- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Endorsed by multiple state leagues
- Over 500 municipalities participating nationwide
- No cost to or liability for the city to participate
- Ongoing revenue stream for city
- Educates homeowners about their lateral line responsibilities
- Utility Service Partners (USP) handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- Provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- No public funds are used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community

PARTICIPATING CITIES (SAMPLE OF OVER 500)

Phoenix, AZ	Ottawa, KS	Independence, MO
Tucson, AZ	Elsmere, KY	Las Vegas, NV
San Diego, CA	Baltimore, MD	Dayton, OH
San Angelo, TX	Beverly Hills, MI	Tulsa, OK

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

CITY

- Provides non-tax revenue stream without any investment
- Reduces calls to City/Public Works when a homeowner's line fails
- Contractors undergo rigorous vetting process to ensure quality service
- Reduces costs associated with sending Public Works to residents' homes to assess lateral line issues
- Keeps money in the local economy by using contractors in the metro area
- Contractors must be current with insurance and required licenses

RESIDENTS

- Affordable utility line repair solution for families on a budget
- Educates homeowners about their service line responsibilities
- Prevents aggravation of having to find a reliable, reputable plumber
- Peace of mind - with one toll-free call a reputable plumber is dispatched
- Keeps money in the homeowner's pocket; without warranty, repairs cost from hundreds to thousands of dollars
- No service fees or deductibles and no paperwork or forms to complete

ACCOLADES & ACCOMPLISHMENTS

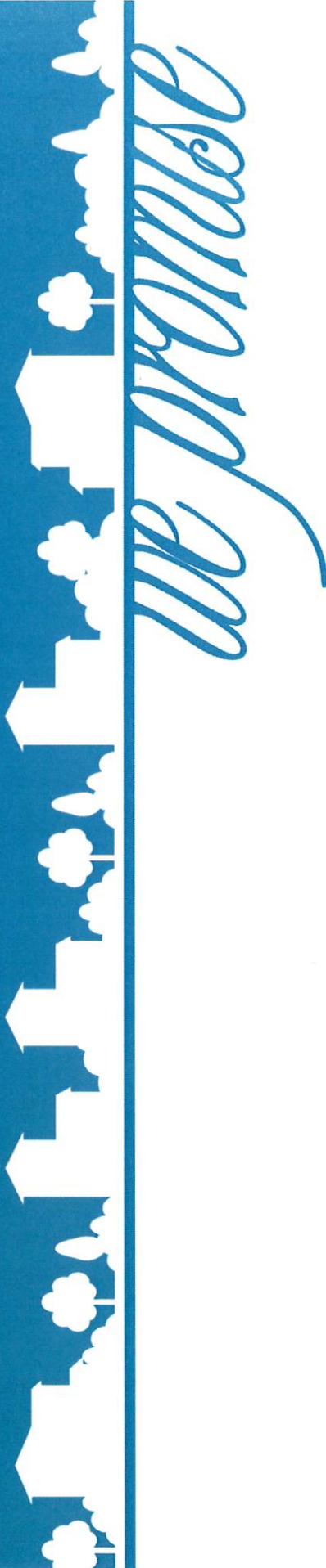


- The **only** utility line warranty program endorsed by the National League of Cities
- Over **1.3 million repairs** performed over the last three years saving customers over **\$454 million**
- A customer satisfaction rating of **4.7 out of 5 stars***
- **Accredited by the Better Business Bureau with A+ rating**

* Average repair service rating from customers surveyed via text message and email post service from October 2018 - February 2019

Learn more about the program at www.utilitysp.net or call 1-866-974-4801.

City of Wayne, NE



Ashley Shiwarski

724-749-1097

ashiwarski@utilitysp.net





Service Line Warranty Program



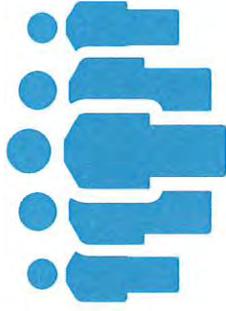
WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



Better Business Bureau of Western PA



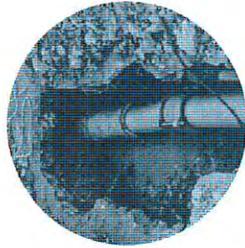
This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities

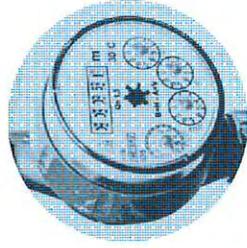
PROGRAM BENEFITS

- Only Service Line Program Endorsed by the National League of Cities
- Helps address the public policy issue of aging infrastructure
- No cost for the City to participate
- Ongoing Revenue Stream for the City
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

OUR SERVICE AND WHAT IT COVERS



SEWER/SEPTIC LATERAL
COVERAGE



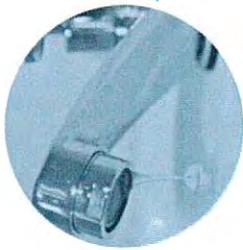
WATER LINE
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING AND DRAINAGE

Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
 - Only market by direct mail, no telemarketing
 - Would never mail without your review and approval of marketing material before each and every campaign
 - Limited mailing campaigns per year
 - Consumer friendly marketing
 - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing;
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time

OVER 600 MUNICIPAL PARTNERS IN 39 STATES

.....INCLUDING 5 IN THE STATE OF NEBRASKA



CURRENT NEBRASKA PARTNERS

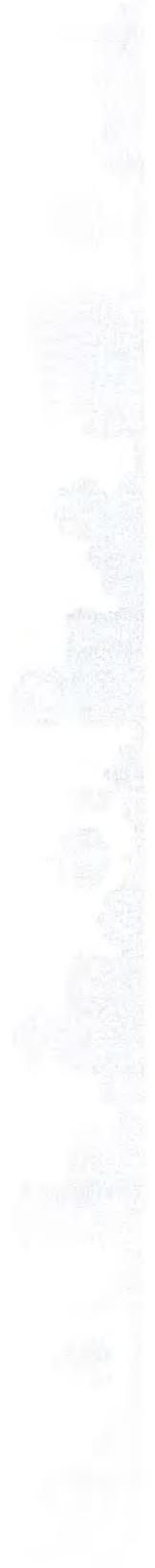
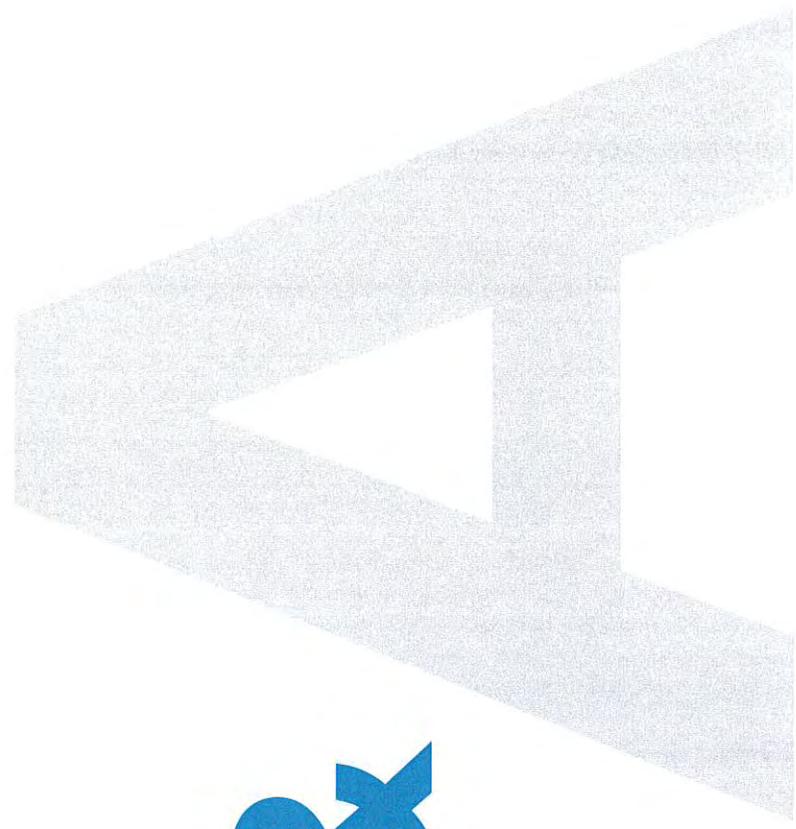
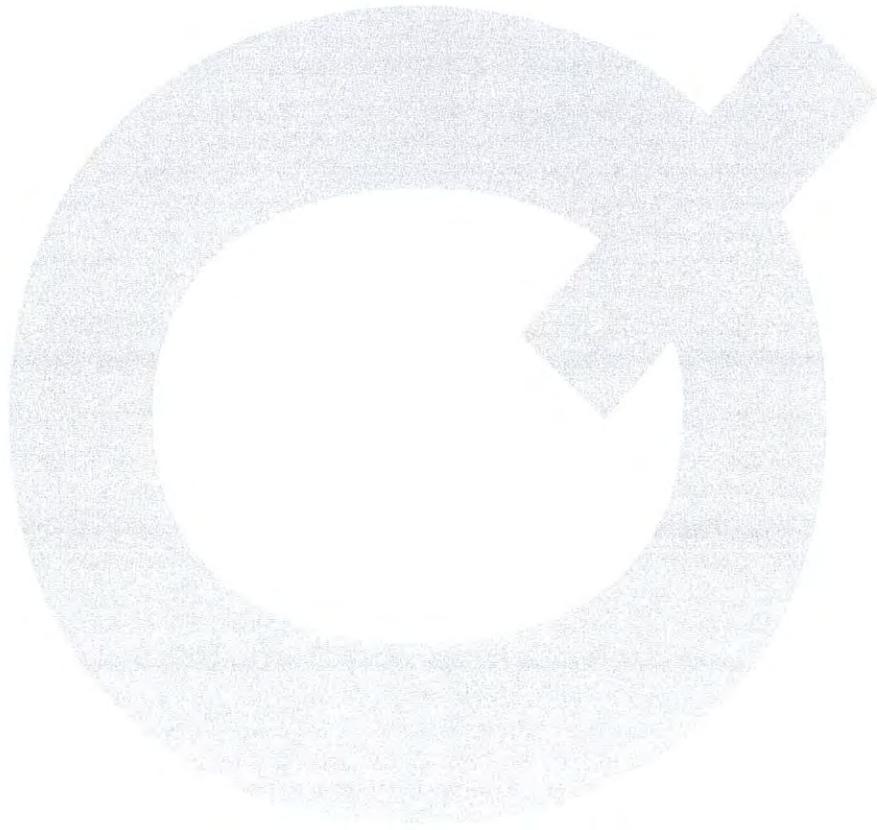
City of Papillion

City of South Sioux City

City of La Vista

OPPD - Omaha Public Power District

Metropolitan Utilities District of Omaha



MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of Wayne, Nebraska ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo or other branding ("**Marks**"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". City may provide Company with Property Owner Data for use by Company in furtherance of the

advertisement, marketing, and sale of the Products. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. For the avoidance of doubt, this Agreement shall be deemed confidential and the City shall notify Company should this Agreement be subject to disclosure due to any public records laws.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Wes Blecke
City of Wayne
PO Box 8
Wayne, NE 68787-0008
Email: wblecke@cityofwayne.org
Phone: (402) 375-1733

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** This Agreement and the License granted herein may not be assigned by

Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of City, such consent not to be unreasonably withheld.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Nebraska, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF WAYNE

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Wayne
Term Sheet
June 17, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products.

- a. External water service line plan (initially, \$6.75 per month)
- b. External sewer/septic line plan (initially, \$7.75 per month)
- c. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:
 - Property Owner responsibility: From the main to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line plan:
 - Property Owner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage plan:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.

[Back to Top](#)

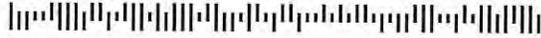
06-165200-00 \$434.97

9/10/2019 \$478.48



220 Main St VETSC

V. F. W.
Curt Brudigam
PO Box 104
Wayne, NE 68787-0104



V. F. W.

220 Main St VETSC

06-165200-00

Active

7/15/2019

8/14/2019

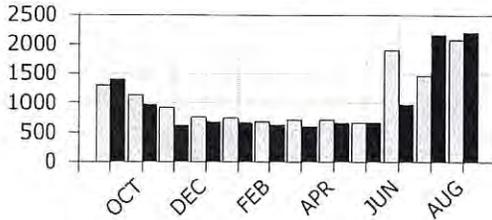
30

8/28/2019

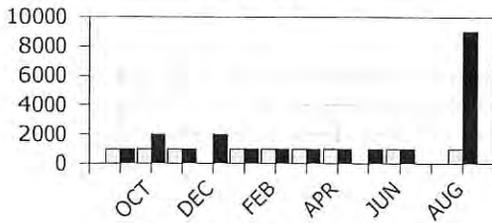
9/10/2019

9/10/2019

ELECTRIC



WATER



□ Prior ■ Current

ELECTRIC 19,973
WATER 63,700
SEWER 62,800

	CURRENT READING	PREVIOUS READING
ELECTRIC	19,973	19,863
WATER	63,700	62,800
SEWER		

USAGE
ELECTRIC 2,200
WATER 9,000
SEWER 9,000

PREVIOUS BALANCE	\$339.72
PAYMENTS	\$339.72-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00

ELECTRIC	292.18
WATER	35.75
SEWER	78.58
TOTAL TAX	\$28.46
CURRENT BILL	\$434.97
AMOUNT DUE	\$434.97
AMOUNT DUE AFTER 09/10/2019	\$478.48

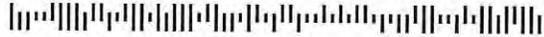
06-165200-00 \$1,175.46

10/10/2019 \$1,288.66



220 Main St VETSC

V. F. W.
Curt Brudigam
PO Box 104
Wayne, NE 68787-0104



V. F. W.

220 Main St VETSC

06-165200-00

Active

8/14/2019

9/16/2019

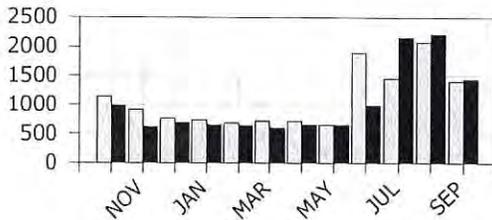
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9/26/2019

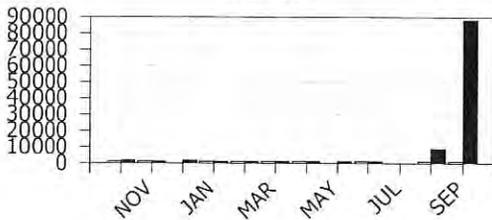
10/11/2019

10/10/2019

ELECTRIC



WATER



□ Prior ■ Current

ELECTRIC 20,045
WATER 72,500
SEWER 63,700

CURRENT READING 20,045
PREVIOUS READING 19,973
USAGE 1,440

88,000
88,000

PREVIOUS BALANCE	\$434.97
PAYMENTS	\$434.97-
ADJUSTMENTS	\$0.00
PENALTIES	\$43.51
PAST DUE AMOUNT	\$43.51

ELECTRIC	203.34
WATER	174.00
SEWER	680.56
TOTAL TAX	\$74.05

CURRENT BILL	\$1,131.95
AMOUNT DUE	\$1,175.46
AMOUNT DUE AFTER 10/10/2019	\$1,288.66

VFW WATER

220 Main

06-165200-00

Bill Date	Rate Code	Service Start Date	Service End Date	Total Dollars	Tax Dollars	Taxable Dollars	Billed Consumption
09/26/2019	WA-COM 3/4" INSID	08/14/2019	09/16/2019	186.13	12.18	174	88000
08/28/2019	WA-COM 3/4" INSID	07/15/2019	08/14/2019	38.26	2.51	35.75	9000
07/26/2019	WA-COM 3/4" INSID	06/14/2019	07/15/2019	21.4	1.4	20	0
06/25/2019	WA-COM 3/4" INSID	05/15/2019	06/14/2019	23.28	1.53	21.75	1000
05/30/2019	WA-COM 3/4" INSID	04/15/2019	05/15/2019	23.28	1.53	21.75	1000
04/26/2019	WA-COM 3/4" INSID	03/16/2019	04/15/2019	23.28	1.53	21.75	1000
03/27/2019	WA-COM 3/4" INSID	02/14/2019	03/16/2019	23.28	1.53	21.75	1000
02/27/2019	WA-COM 3/4" INSID	01/15/2019	02/14/2019	23.28	1.53	21.75	1000
01/30/2019	WA-COM 3/4" INSID	12/14/2018	01/15/2019	23.28	1.53	21.75	1000
12/27/2018	WA-COM 3/4" INSID	11/13/2018	12/14/2018	20.55	1.35	19.2	2000
11/29/2018	WA-COM 3/4" INSID	10/14/2018	11/13/2018	18.83	1.23	17.6	1000
10/30/2018	WA-COM 3/4" INSID	09/14/2018	10/14/2018	20.55	1.35	19.2	2000
09/28/2018	WA-COM 3/4" INSID	08/15/2018	09/14/2018	18.83	1.23	17.6	1000
08/30/2018	WA-COM 3/4" INSID	07/15/2018	08/15/2018	18.83	1.23	17.6	1000
07/25/2018	WA-COM 3/4" INSID	06/15/2018	07/15/2018	17.12	1.12	16	0
06/27/2018	WA-COM 3/4" INSID	05/15/2018	06/15/2018	18.83	1.23	17.6	1000
05/29/2018	WA-COM 3/4" INSID	04/15/2018	05/15/2018	17.12	1.12	16	0
04/26/2018	WA-COM 3/4" INSID	03/16/2018	04/15/2018	18.83	1.23	17.6	1000
03/26/2018	WA-COM 3/4" INSID	02/14/2018	03/16/2018	18.83	1.23	17.6	1000
02/26/2018	WA-COM 3/4" INSID	01/15/2018	02/14/2018	18.83	1.23	17.6	1000
01/29/2018	WA-COM 3/4" INSID	12/15/2017	01/15/2018	18.83	1.23	17.6	1000
12/26/2017	WA-COM 3/4" INSID	11/15/2017	12/15/2017	17.12	1.12	16	0
11/28/2017	WA-COM 3/4" INSID	10/13/2017	11/15/2017	18.83	1.23	17.6	1000
10/27/2017	WA-COM 3/4" INSID	09/12/2017	10/13/2017	18.83	1.23	17.6	1000
09/27/2017	WA-COM 3/4" INSID	08/13/2017	09/12/2017	18.83	1.23	17.6	1000
08/28/2017	WA-COM 3/4" INSID	07/14/2017	08/13/2017	17.12	1.12	16	0
07/27/2017	WA-COM 3/4" INSID	06/14/2017	07/14/2017	18.83	1.23	17.6	1000
06/27/2017	WA-COM 3/4" INSID	05/15/2017	06/14/2017	18.83	1.23	17.6	1000
05/30/2017	WA-COM 3/4" INSID	04/16/2017	05/15/2017	17.12	1.12	16	0
04/26/2017	WA-COM 3/4" INSID	03/17/2017	04/16/2017	18.83	1.23	17.6	1000

VFW SEWER

220 Main

06-165200-00

Bill Date	Rate Code	Service Start Date	Service End Date	Total Dollars	Tax Dollars	taxable Dollar	pendent Consumption
09/26/2019	SW-COM 3/4" INSID	08/14/2019	09/16/2019	728.2	47.64	680.56	88000
08/28/2019	SW-COM 3/4" INSID	07/15/2019	08/14/2019	84.08	5.5	78.58	9000
07/26/2019	SW-COM 3/4" INSID	06/14/2019	07/15/2019	10.7	0.7	10	0
06/25/2019	SW-COM 3/4" INSID	05/15/2019	06/14/2019	18.85	1.23	17.62	1000
05/30/2019	SW-COM 3/4" INSID	04/15/2019	05/15/2019	18.85	1.23	17.62	1000
04/26/2019	SW-COM 3/4" INSID	03/16/2019	04/15/2019	18.85	1.23	17.62	1000
03/27/2019	SW-COM 3/4" INSID	02/14/2019	03/16/2019	18.85	1.23	17.62	1000
02/27/2019	SW-COM 3/4" INSID	01/15/2019	02/14/2019	18.85	1.23	17.62	1000
01/30/2019	SW-COM 3/4" INSID	12/14/2018	01/15/2019	18.85	1.23	17.62	1000
12/27/2018	SW-COM 3/4" INSID	11/13/2018	12/14/2018	22.15	1.45	20.7	2000
11/29/2018	SW-COM 3/4" INSID	10/14/2018	11/13/2018	15.36	1.01	14.35	1000
10/30/2018	SW-COM 3/4" INSID	09/14/2018	10/14/2018	22.15	1.45	20.7	2000
09/28/2018	SW-COM 3/4" INSID	08/15/2018	09/14/2018	15.36	1.01	14.35	1000
08/30/2018	SW-COM 3/4" INSID	07/15/2018	08/15/2018	15.36	1.01	14.35	1000
07/25/2018	SW-COM 3/4" INSID	06/15/2018	07/15/2018	8.56	0.56	8	0
06/27/2018	SW-COM 3/4" INSID	05/15/2018	06/15/2018	15.35	1	14.35	0
05/29/2018	SW-COM 3/4" INSID	04/15/2018	05/15/2018	8.56	0.56	8	0
04/26/2018	SW-COM 3/4" INSID	03/16/2018	04/15/2018	15.35	1	14.35	0
03/26/2018	SW-COM 3/4" INSID	02/14/2018	03/16/2018	15.35	1	14.35	0
02/26/2018	SW-COM 3/4" INSID	01/15/2018	02/14/2018	15.35	1	14.35	0
01/29/2018	SW-COM 3/4" INSID	12/15/2017	01/15/2018	15.35	1	14.35	0
12/26/2017	SW-COM 3/4" INSID	11/15/2017	12/15/2017	8.56	0.56	8	0
11/28/2017	SW-COM 3/4" INSID	10/13/2017	11/15/2017	15.35	1	14.35	0
10/27/2017	SW-COM 3/4" INSID	09/12/2017	10/13/2017	15.35	1	14.35	0
09/27/2017	SW-COM 3/4" INSID	08/13/2017	09/12/2017	15.35	1	14.35	0
08/28/2017	SW-COM 3/4" INSID	07/14/2017	08/13/2017	8.56	0.56	8	0
07/27/2017	SW-COM 3/4" INSID	06/14/2017	07/14/2017	15.35	1	14.35	0
06/27/2017	SW-COM 3/4" INSID	05/15/2017	06/14/2017	15.35	1	14.35	0
05/30/2017	SW-COM 3/4" INSID	04/16/2017	05/15/2017	8.56	0.56	8	0
04/26/2017	SW-COM 3/4" INSID	03/17/2017	04/16/2017	15.35	1	14.35	0

[Back to Top](#)



STATE NEBRASKA BANK & TRUST

122 Main Street Wayne, NE 68787 (402) 375-1130 www.statenebank.com



Member
FDIC

September 30, 2019

Wes Blecke, City Administrator
City of Wayne, Nebraska
306 Pearl Street
Wayne, NE 68787

RE: SNBuilding Alleyway Improvement

Mr. Blecke,

As you know, we are moving along on our SNBuilding project on 10th and Main Street, which will be home to our Campus Branch, State National Insurance Company, four professional offices, and most likely one more 'anchor' tenant. It is a great project and investment, and we are excited to improve our community!

This letter is to formally request to participate in the 'cost share' program such as used in the attached Resolution from 2006 (formally the First National Bank building). The Bank is willing to pay the other 50%, without involving the property owners on the West side of the alleyway, up to the end of our lot lines (approximately 218 feet).

Local contractor Otte Construction will be managing the alley, and will work with the City to ensure all requirements are met.

Please contact me with any questions, at 402.375.1130 or mley@statenebank.com. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Ley', written over a light blue horizontal line.

Matthew Ley
CEO

Betty McGuire - Fwd: FW: Cost Share Neighbors

From: Wes Blecke
To: Betty McGuire
Date: 10/11/2019 12:05 PM
Subject: Fwd: FW: Cost Share Neighbors

From Matt Ley.

Cost estimate is as follows from Tate Nelson with Otte's:

The cost breakout for the 7" alley paving as shown on plans is \$24,734.00.
The total square footage we calculated is 3488 sqft.
The square foot cost is \$7.09.

>>> Matthew Ley <mley@statenebank.com> 10/11/2019 12:01 PM >>>

Wes,

Below is the quote – and I have forwarded it to Kelby Herman who is the only one who expressed interest in doing it further (Mr. G would be the only other one I believe, unless you count the West side of the alley which I would be surprised with).

Thanks,

Matthew Ley
CEO and Trust Officer
State Nebraska Bank & Trust
122 Main Street
Wayne, NE 68787
Phone: [402.375.1130](tel:402.375.1130)
mley@statenebank.com
www.statenebank.com

Proud to be the **only** bank locally-owned in Wayne.



HISTORY • PEOPLE • COMMUNITY
SINCE 1892
STATE NEBRASKA BANK & TRUST

IMPORTANT INFORMATION: The information contained in this message is only for the use of the individual to which it is addressed, and may contain information that is privileged and confidential. If you have received this message in error, please delete the original and all copies and notify the sender immediately. Federal law prohibits the disclosure or use of this information.

RESOLUTION NO. 2006- 75

A RESOLUTION CREATING A COST SHARE PROGRAM FOR PAVING ALLEYS IN AREAS ZONED FOR COMMERCIAL USE IN THE CITY OF WAYNE .

WHEREAS, the City of Wayne has alleys platted for public use and traffic in areas zoned for commercial use, and

WHEREAS, safe and efficient public travel in areas zoned for commercial use is beneficial to the businesses and the citizens of Wayne, and

WHEREAS, alleys need to be paved as commercial areas expand and develop or occasionally need to be repaved as determined by the Street Superintendent,

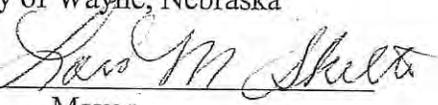
NOW THEREFOR BE IT RESOLVED by the Mayor and Council of the City of Wayne, that an alley paving cost share program is established for areas zoned commercial, and to pay for 50% of the construction cost of alley paving projects that receive council approval and meet the city standards for paving alleys as determined by the Street Superintendent

BE IT FURTHER RESOLVED, that the source of funding for the cost share will be first come first served from a budget allocation established each year by the council from the city street budget

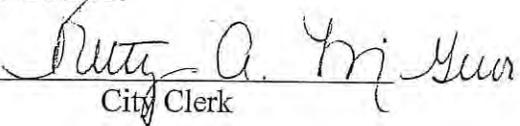
PASSED AND APPROVED this 10th day of October, 2006

City of Wayne, Nebraska

By


Mayor

ATTEST:


City Clerk

City of Wayne Commercial Alley Paving Cost Share Program and Procedure

1. Letter of request for cost share is submitted to city by one or more property owners with property abutting the alley
2. Alley paving will be required to be minimum 6" concrete with 95% subgrade compaction to be eligible for city commercial alley cost share program
3. Location of alley is reviewed for determination of commercial zoning
4. Letter of request includes an estimated project cost for council review
5. Council approves 50% cost share for either the property owners' contractor project cost or the city bid quote received for the project.
6. Subgrade preparation and paving must be inspected by city engineer or staff to be eligible for payment of cost share

NOTICE OF 2nd PUBLIC HEARING ON APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that on July 5, 2016 at 5:30 p.m., in the City Council Chambers, the City of Wayne, Nebraska, will hold a second public hearing concerning 13-CIS-106, a Community Development Block Grant awarded to the City from the Nebraska Department of Economic Development. This grant is available to local governments for community development activities. A second public hearing is required for each CDBG funded project to obtain citizen input, comments, or opinions with regard to the program performance.

For 13-CIS-106, the City of Wayne was awarded \$215,000 in CDBG Comprehensive Investment and Stabilization (CIS) funds of which \$178,160 was used for public facilities, \$25,665 was used for clearance/demolition, and \$11,175.00 has been expended for general administration of the project. The total project cost is \$476,364.62. The City of Wayne provided \$235,116.81 in sewer improvements. This project will benefit at least 51% low-to-moderate income persons and no persons were displaced as a result of the project.

The grant application is available for public inspection at the City Office located at 306 Pearl Street, Wayne, Nebraska 68787. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding 13-CIS-106. Written and oral testimony will also be accepted at the public hearing scheduled for 5:30 p.m., July 5, 2016 at the Wayne City Council Chambers located at 306 Pearl Street, Wayne, Nebraska. Written comments addressed to Betty A. McGuire, City Clerk, at Po Box 8, Wayne, NE 68787 will be accepted if received on or before July 5, 2016.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Betty McGuire at 306 Pearl Street, Wayne, NE 68787 or by phone at (402) 375-1733 no later than Friday, July 1, 2016 Accommodations will be made for persons with disabilities and non-English speaking individuals provided that one day notice is received by the City of Wayne.

Send bill and proof of publication to:

Betty McGuire, City Clerk
City of Wayne
PO Box 8
Wayne, NE 68787

Send 2nd proof of publication to:

Jan Merrill, Community Planning
NENEDD
111 South 1st Street
Norfolk, NE 68701



October 15, 2019

Jenny Mason Program Representative
Nebraska Department of Economic Development
301 Centennial Mall South
P.O. Box 946666
Lincoln, NE 68509

RE: Budget Amendment, Wayne 16-CD-108

Dear Ms. Mason:

On October 15, 2019 the Wayne City Council approved a request to amend the project budget for 16-CD-108. The amendment consists of moving \$27,428.00 in CDBG funds from the General Administration and \$5,622.00 of Construction Management funds into the Street activity. This is a result of the actual construction and project engineering costing more than the estimated costs indicated in the grant application. The Northeast Nebraska Economic Development District, the organization providing grant administration services, estimates that approximately \$33,050.00 in general administration funds will be de-obligated if the budget amendment is not approved.

The City has provided \$216,679.49 in local matching and leveraged funds to this project.

This amendment will have no adverse environmental impacts, nor will it affect the project's timeline as construction activities have been completed.

Please contact me or Jan Merrill with the Northeast Nebraska Economic Development District at 402.379.1150 or at jan@nenedd.org if you have any questions.

Sincerely,

Cale Giese, Mayor
City of Wayne

306 Pearl Street
Wayne, NE 68787
402.375.1733
cityofwayne.org

HISTORIC | HEART | HOME

CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # 16-CD-108 Grantee City of Wayne

DED Program Representative Jenny Mason

By completing this form, I confirm that this project is current on all reporting requirements.	
Name, Organization	<u>Jan Merrill, NENEDD</u>
Email	<u>jan@nenedd.org</u>
Requesting Amendment #	<u>1</u> Date of Last Project Status Report (PSR): <u>6/30/2019</u>

Extension of Contract End Date

Original Contract End Date _____
Current Contract End Date including any previously approved extensions _____
Proposed Contract End Date _____

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget/Sources and Uses Amendment

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Streets	230	\$307,000	\$0	\$307,000
Storm Sewers	250	\$0	\$76,750	\$76,750
Const Manag	380	\$8,000		\$8,000
Gen Admin	181	\$35,000		\$35,000
Total		\$350,000	\$76,750	\$426,750

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Streets	2030	\$340,050		\$340,050
Storm Sewer	250	\$0	\$85,013	\$85,013
Const Mang	380	\$2,378		\$2,378
Gen Admin	181	\$7,572		\$7,572
Total		\$350,000	\$85,013	\$435,013

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

FOR DED USE ONLY			
Program Representative Recommendation: <input type="checkbox"/> approve <input type="checkbox"/> deny <input type="checkbox"/> consultation	Initials	Date	
	Signature		
Date amendment request received	Printed Name/Title		
<input type="checkbox"/> approved <input type="checkbox"/> denied	Date		

CERTIFICATION OF CONTINUED ENVIRONMENTAL COMPLIANCE

Nebraska Department of Economic Development

CDBG, HOME, and NAHTF Projects

INSTRUCTIONS: Complete Parts I-IV and submit to your Program Representative.

PART I. GRANTEE INFORMATION			
INSTRUCTIONS: Based on the original Environmental Review Record (ERR), complete the following information.			
GRANTEE NAME	City of Wayne	GRANT NUMBER	16-CD-108
Determination of Level of Review (e.g., CENST, CEST, EA, etc.)		CEST	
ENVIRONMENTAL REVIEW RECORD DATES			
Determination of Level of Review (DLR)	1/2/2018	Environmental Clearance Issued	1/19/2018
PART II. PROJECT DESCRIPTION INFORMATION			
INSTRUCTIONS: Input below the original project description (item A), a clear and concise summary of the changes/revisions to the project description for which this form is being completed (item B), and the revised project description based upon those changes/revisions noted within item B. NOTE: If needed to clearly articulate the range of changes/revisions, attach additional descriptive information, as appropriate, including narrative, maps, photographs, site plans, budgets and other information. Where attachments/enclosures are included, be sure to check the appropriate box.			
A.	ORIGINAL PROJECT DESCRIPTION.		
CDBG Comprehensive Development (CD) Phase II funds will be used to install approximately 125 ADA ramps at pedestrian crossings in the Northwest quadrant of the City.			
B.	SUMMARY OF CHANGES/REVISIONS.		
The scope, scale, nature and magnitude and location of the projects have not changed. The project is not located in a Special Flood Hazard Area per FEMA map # FM31179C0185C. In addition, site inspection on May 14, 2019, after recent flooding in the area, shows that flood waters did not impact the site and no mitigation is required. The requested amendment is to move CDBG funds from Const Management and General Admin into Streets Activity.			
C.	REVISED PROJECT DESCRIPTION.		
There have been no revisions to the project description. The requested amendment is to move CDBG funds from Const Management and General Admin into Streets Activity.			
<input type="checkbox"/> ATTACHMENT(S). Only check box if attachments and/or enclosures are being submitted along with this form.			

PART III. DETERMINATION UPON REVIEW OF REVISIONS

In accordance with the provisions of 24 C.F.R. Part 58.47, it is the finding of the Certifying Officer of the above referenced grantee that [check one of the following]:

1. The scope, scale, nature, magnitude and location of the project are **SUBSTANTIALLY UNCHANGED** from that as originally reviewed and approved; further, no new circumstances or environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions, have been discovered; and the selection of an alternative not in the original finding is not proposed, Re-evaluation of the project under §58.47 is therefore not required. The same conditions that previously applied to the project remain unchanged and are summarized within Part II above.

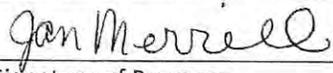
OR

2. The scope, scale, nature, magnitude and/or location of the project have **SUBSTANTIALLY CHANGED** from that as originally reviewed and approved; or, new circumstances or environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions, have been discovered; or, the selection of an alternative not in the original finding is now proposed. Re-evaluation of the project under §58.47 is required; the findings in the ERR have been updated per §58.47(b).
- a) The amendment substantially changes the nature, magnitude, extent, or location of the project/program, including adding new activities not anticipated in the original scope;
- b) There are new circumstances and environmental conditions which affect the project/program or have a bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity which is proposed to be continued; or
- c) An alternative has been selected not considered in the original finding.
- REQUIRED Attachment(s):** The findings in the ERR have been updated per §58.47(b) and are described within the attached documentation.

PART IV. CERTIFICATION OF REVIEW

INSTRUCTIONS: For local units of government: Certifying Officer signs, keeps original, and sends copy to DED.
For nonprofit organizations: Preparer signs, sends to DED for signature; DED returns a copy to grantee for ERR.

I certify that the above statements accurately reflect the revisions to the project scope of work and that such revisions do not alter the basis under which the project received its original environmental status determination.

Jan Merrill		10/3/2019
Printed Preparer Name & Title	Signature of Preparer	Date
Cale Giese		10/15, 2019
Printed Name & Title of RE Certifying Officer	Signature of RE Certifying Officer	Date

FOR DED USE ONLY

		Signature
Date received	Printed Name/Title	Date
<input type="checkbox"/> Accepted <input type="checkbox"/> Denied		

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Wayne, Nebraska	Owner's Contract No.:	
Contractor:	I&A Construction LLP	Contractor's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	180182.00
Project:	Wayne 2018 Pedestrian Curb Ramps, CDBG #16-CD-108	Contract Name:	Wayne 2018 Pedestrian Curb Ramps, CDBG #16-CD-108

This final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

All work per the Contract Documents applicable to Substantial Completion, except seeding and items listed on punch list.

September 5, 2019

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

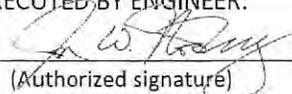
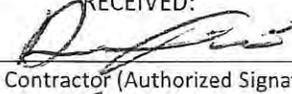
The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows: Corrective action addressing seeding establishment and or items listed on punch list to be addressed following project closeout and covered under 1-year warranty period, if required.

The following documents are attached to and made a part of this Certificate: *Punch list*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: <u></u>	By: _____	By: <u></u>
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>PM</u>
Date: <u>10/8/2019</u>	Date: _____	Date: <u>9/24/2019</u>

DATE | 9/17/2019

PROJECT | Wayne 2018 Pedestrian Curb Ramps, CDBG #16-CD-108

JEO PROJECT NO. | 180182

LOCATION | Wayne, NE

OWNER | City of Wayne

CONTRACTOR | I&A Construction LLP

General Items:

- Verify wrench fits on water valves where adjusted (4). City to verify as of 10/8/2019.
- Apply hydro-seeding, fertilizer and mulch to NW quadrant of 12th/Lincoln (sheet C1.16)
- Apply hydro-seeding, fertilizer and mulch to disturbed area on east side of Lincoln street between 9th/10th Streets (sheet C1.28)
- Apply hydro-seeding, fertilizer and mulch to disturbed area on north side of 3rd street between Douglas/Lincoln Streets (sheet C2.02)
- Reseed any areas that do not establish proper vegetation; fix any ruts/washouts.
- Site clean up; includes but not limited to removing road closure signs, trash/debris, cleaning of streets, etc.
- Retainage to be held until all punchlist items are complete.

Seeding area between Douglas/Lincoln and 3rd St. to be completed by 10/11/2019 per Contractor on 10/8/2019.

Punch List Items

Completed: (Except as noted above in red)



ENGINEER

10/8/2019

Date

Contractor's Application for Payment No. 5 - Final

Application Period:	9/11/2019 - 10/11/2019	Application Date:	10/15/2019
To (Owner):	City of Wayne, Nebraska	Via (Engineer):	JEO Consulting Group, Inc.
Project:	Wayne 2018 Pedestrian Curb Ramps CDBG #16-CD-108	Contract:	Wayne 2018 Pedestrian Curb Ramps CDBG #16-CD-108
Owner's Contract No.:		Contractor's Project No.:	180182

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$48,086.84	
2	\$640.00	
TOTALS	\$48,726.84	
NET CHANGE BY CHANGE ORDERS	\$48,726.84	

1. ORIGINAL CONTRACT PRICE..... \$ 168,483.61
2. Net change by Change Orders..... \$ 48,726.84
3. Current Contract Price (Line 1 ± 2)..... \$ 217,210.45
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 217,210.45
5. RETAINAGE:
 - a. \$108,605.23 Work Completed..... \$
 - b. Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 217,210.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 206,349.93
8. AMOUNT DUE THIS APPLICATION..... \$ 10,860.52
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification

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

Contractor Address: 1416 Pierce Street
StouxCity, IA 51105

Contractor Signature

By:  Date: 9/24/2019

Payment of: \$ 10,860.52
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 10/8/2019 (Date)

Payment of: \$ 10,860.52
(Line 8 or other - attach explanation of the other amount)

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

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

Item		Contract Information				B		C	D	E	F		G
Item No.	Description	Original Item Quantity	Adjusted Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	Mobilization	1	1	LS	\$9,000.00	\$9,000.00	1	\$9,000.00		\$9,000.00	100.0%		
2	Temporary Traffic Control Measures	1	1	LS	\$5,225.00	\$5,225.00	1	\$5,225.00		\$5,225.00	100.0%		
3	Clearing and Grubbing	1	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%		
4	Site Grading	1	1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%		
5	Remove Tree	3	1	EA	\$1,650.00	\$1,650.00	1	\$1,650.00		\$1,650.00	100.0%		
6	Remove Pavement	272	281	SY	\$19.80	\$5,563.80	281	\$5,563.80		\$5,563.80	100.0%		
7	Remove Concrete Sidewalk	8,871	11,043	SF	\$1.36	\$15,018.48	11,043	\$15,018.48		\$15,018.48	100.0%		
8	7" Concrete Pavement	202	227	SY	\$75.00	\$17,025.00	227	\$17,025.00		\$17,025.00	100.0%		
9	6" Concrete Driveway	68	57	SY	\$85.31	\$4,862.67	57	\$4,862.67		\$4,862.67	100.0%		
10	5" Concrete Sidewalk	11,018	11,896	SF	\$6.50	\$77,324.00	11,896	\$77,324.00		\$77,324.00	100.0%		
11	7" Concrete Sidewalk	474	541	SF	\$8.15	\$4,409.15	541	\$4,409.15		\$4,409.15	100.0%		
12	Deflectable Warning Panels	604	712	SF	\$40.00	\$28,480.00	712	\$28,480.00		\$28,480.00	100.0%		
13	Adjust Valve Box to Grade	2	4	EA	\$431.95	\$1,727.80	4	\$1,727.80		\$1,727.80	100.0%		
14	Adjust Curb Step to Grade	4	1	EA	\$201.00	\$201.00	1	\$201.00		\$201.00	100.0%		
15	Hydro-Seeding, Fertilizer and Mulch	13,657	16,535	SF	\$0.41	\$6,779.35	16,535	\$6,779.35		\$6,779.35	100.0%		
16 (New Item)	Reinforced Concrete Retaining Wall		28	CY	\$1,100.00	\$30,800.00	28	\$30,800.00		\$30,800.00	100.0%		
17 (New Item)	4" Chain Link Fence		68	LF	\$58.00	\$3,944.00	68	\$3,944.00		\$3,944.00	100.0%		
18 (New Item)	Remove Chain Link Fence		68	LF	\$17.65	\$1,200.20	68	\$1,200.20		\$1,200.20	100.0%		
Totals								\$217,210.45		\$217,210.45	100.0%		

For (Contract): Wayne 2018 Pedestrian Curb Ramps CD&G #16-CD-108 Application Number: 5 - Final

Application Period: 9/11/2019 - 10/11/2019 Application Date: 9/17/2019

RESOLUTION NO. 2019-59

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE SENIOR CENTER FREEZER/PANTRY STORAGE ADDITION PROJECT FOR THE CITY OF WAYNE, NEBRASKA.

WHEREAS, three bids were received on October 11, 2019, on the “Senior Center Freezer/Pantry Storage Addition Project;” and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Senior Center Freezer/Pantry Storage Addition Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Benscoter Construction 2112 Centennial Road Wayne NE 68787	\$27,215.00

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

PASSED AND APPROVED this 15th day of October, 2019.

CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



PROPOSAL FORM

October 11, 2019

City of Wayne
Wayne Senior Center
306 Pearl Street
Wayne, Nebraska 68787

Attn: Wes Blecke

Re: Senior Center – Freezer/Pantry Storage Addition

Dear Wes:

OCC Builders proposes to provide the materials and labor for the construction of a new 13'x14' building addition at the Senior Center in accordance with the building specifications provided and advertised by the City of Wayne. No drawings were provided.

We acknowledge 0 Addenda

The total cost of the work described above is Forty-One Thousand Six Hundred Seventy Dollars (\$41,670.00). Progress payment applications will be submitted monthly for work completed, or materials received, and we request payment by the 10th of the following month. This price is good for 30 days from date of proposal.

Exclusions:

Final Landscaping and/or Grass Seeding
Walk-In Freezer Unit and/or Installation
Ground Thaw for Frost Removal

Thank you for considering Otte Construction, Co. for this work.

Submitted by,

A handwritten signature in blue ink, appearing to read "Tate Nelson".

Tate Nelson
OCC Builders, LLC.

Bid

OWNERS: Wayne Senior Center
410 Pearl Street
Wayne NE 68787

October 11, 2019

REFERENCE: Labor and materials to construct an approx. 13'x14' Addition to meet specifications as designed and presented by the City of Wayne.

TOTAL COST: \$37,910.00

PAYMENT: Monthly progressive

*Payments are due upon receipt. Payments are past due 14 days after billing invoice date. Any payments not made within the 14 day period will bear 1.5% interest per month. Further, the builder reserves the right to discontinue construction if payments are not made as scheduled.

All work is to be completed in a professional manner according to standard practices and current building codes. Any changes to the specifications that result in material and labor increases will be charged to the owners. Changes will be executed only on written or verbal agreement.

AUTHORIZED SIGNATURE:  _____

Acceptance of Bid: The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____ DATE: _____

Benscoter Construction

2112 Centennial Rd
NE 68787

Estimate

Date	Estimate #
10/11/2019	3

Name / Address
City of Wayne

			Project
Description	Qty	Rate	Total
Bid to supply all materials and labor for Storage addition on Senior Center in Wayne Brick to be color-matched but of a slightly bigger size, will try to salvage enough of existing brick to do south facing wall		27,215.00	27,215.00
		Total	\$27,215.00

RESOLUTION NO. 2019-60

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2019 FORD POLICE INTERCEPTOR SEDAN AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD.

WHEREAS, the Police Chief has submitted a request to purchase a 2019 Police Interceptor Sedan to replace the 2015 patrol car that was involved in an accident; and

WHEREAS, Arnie's Ford has located a 2019 Police Interceptor Sedan at a price of \$25,147, which is \$1,000 less than the State Bid contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they hereby approve and authorize the purchase of the 2019 Police Interceptor Sedan to replace the 2014 patrol car that was involved in an accident as per the proposal submitted by Arnie's Ford.

PASSED AND APPROVED this 15th day of October, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

VEHICLE DESCRIPTION
POLICE INTERCEPTOR
 EXTERIOR OXFORD WHITE
 INTERIOR BLACK CLOTH/VINYL SEATING

2019 SEDAN AWD
 5-PASSENGER
 3.7L IVC 116
 6-SPEED AUTO TRANSMISSION

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- | | | | |
|---|--|---|--|
| <p>EXTERIOR</p> <ul style="list-style-type: none"> 18" H.D. STEEL WHEELS 18" HUB CAP 265/55R18 A/S POLICE TIRES 3-POINT SEATBELTS EASY FUEL CAP ACCESS FULL SIZE 18" SPARE W/TPMS GRILLE - BLACK KEY LOCKS (DRY/PASS/TRUNK) PROJ BEAM HALOGEN HEADLAMP UNDERBODY DEFLECTOR PLATE | <p>INTERIOR</p> <ul style="list-style-type: none"> A/C MANUAL CLIMATE CONTROL - SINGLE ZONE BLACK VINYL FLOOR COVERING CLOTH BUCKET SEAT MATS CONSOLE MOUNTING PLATE ENGINE HOUR / IDLE METER PWR DR. SEAT/7-WAY/M LUMBAR RED / WHITE DOME LAMP SEATBACK INTRUSION PLATES STEERING - TILT/TELESCOPIC STR WHEEL W/SPD & AUDIO TRUNK RELEASE BUTTON UNIVERSAL TOP TRAY VINYL BENCH REAR SEAT | <p>FUNCTIONAL</p> <ul style="list-style-type: none"> 220 AMP ALTERNATOR ADJUST PEDALS, NON MEMORY ALL WHEEL DRIVE SYSTEM ANTI-LOCK BRAKES COLUMBIA SHIFTER ENGINE OIL COOLER HEAVY DUTY SUSPENSION HEAVY DUTY 78-AMP BATTERY POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL POWER LOCKS AND WINDOWS POWER STEERING W/EPAS POWERPOINTS (2) REAR VIEW CAMERA TRANSMISSION OIL COOLER | <p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> 75 MPH REAR-CRASH TESTED ADVANCED TRAC ESC ALARM ANTI-LOCK BRAKES ANTI-LOCK SHIFTER PERSONAL SAFETY SYSTEM™ SOS POST-CRASH ALERT SYS TIRE PRESSURE MONITOR SYS <p>WARRANTY</p> <ul style="list-style-type: none"> 3YR/36K MILE WARRANTY |
|---|--|---|--|

INCLUDED ON THIS VEHICLE (MSRP)

OPTIONAL EQUIPMENT/OTHER	PRICE INFORMATION
1014-500XWZ4718NE	BASE PRICE \$29,510.00
FLEXIBLE FUEL	TOTAL OPTIONS/OTHER 1,405.00
DARK CAR FEATURE	TOTAL VEHICLE & OPTIONS/OTHER 30,915.00
FRONT POLICE HOUSING ONLY	DESTINATION & DELIVERY 985.00
FRONT LICENSE PLATE BRACKET	
SPOT LAMP DRIVER ONLY	
KEYED ALIKE - KEY CODE B	
ELECTRONICS TRAY W/D FAN	
REAR LIGHTING SOLUTION	
AUTO DIMMING REAR VIEW CAMERA	
SIDE PENDER VENT - LED LIGHT	

PRICE INFORMATION

BASE PRICE \$29,510.00
 TOTAL OPTIONS/OTHER 1,405.00
 TOTAL VEHICLE & OPTIONS/OTHER 30,915.00
 DESTINATION & DELIVERY 985.00

TOTAL MSRP \$31,910.00

Whether you decide to lease or finance your vehicle, you'll find the options that are right for you. See your dealer for details or visit www.ford.com/fordcredit.

RAMP ONE	CA37	CONVOY
RAMP TWO		ITEM # 53-F739 O/T 5B

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GO FURTHER

18 MPG city 22 5.6 highway gallons per 100 miles

You spend more in fuel costs over 5 years compared to the average new vehicle.

\$3,500

Annual fuel cost \$2,100

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Frontal Crash ★★★★★

Driver Passenger ★★★★★

Side Crash ★★★★★

Front seat Rear seat ★★★★★

Rollover ★★★★★

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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07/19/2019

State Bid Pricing 26147