

**AGENDA
CITY COUNCIL MEETING
April 21, 2020**

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

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 as well as on the City of Wayne website at cityofwayne.org/8/Government.

Citizens have the right under the Open Meetings Act to attend all meetings of public bodies. Pursuant to the Governor’s Executive Order No. 20-03, this meeting will be held by video/telephone conference. Members of the public may attend this meeting electronically.

Please join this meeting from your computer, tablet or smartphone by going to the City of Wayne website at cityofwayne.org.

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.

2. [Approval of Minutes – April 7, 2020](#)

3. [Approval of Claims](#)

4. [Proclamation – Arbor Day – April 24, 2020](#)

5. Update on COVID-19 Pandemic

6. Discussion and action on the request of Bob Ensz, representing the Wayne Rotary Club, to put a permanent ping pong table at College View Park (old swimming pool location)

Background: Bob will be available at meeting time to discuss the request by the Wayne Rotary Club. They would like this ping pong table to replace the slide located northeast of the shelter house. A letter of support will be drawn up to be signed by the City for the project.

7. Public Hearing: [Application for Class C Liquor License – M. Hammer, LLC, d/b/a “Broken Antler” \(Advertised Time: 5:30 p.m.\)](#)

Background: Michelle Hammer, d/b/a the “Broken Antler” has made an application for a Class C Liquor License. She will be present via zoom to answer any questions you may have.

8. [Resolution 2020-19: Approving Application for Class C Liquor License — M. Hammer, LLC, d/b/a “Broken Antler”](#)

9. [Public Hearing: To consider the Planning Commission’s recommendation in regard to amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne](#)

Background: The Planning Commission held a public hearing on April 6th to review and amend the future land use map of the Comprehensive Plan to bring the map up-to-date on changes that have taken place with City zoning. They forwarded a recommendation of approval of the changes that are included in this packet.

10. [Ordinance 2020-7: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne](#)

11. [Action on Contractor’s Application for Payment No. 2 in the amount of \\$30,298.50 to Robert Woehler & Sons Construction, Inc., for the “2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208”](#)

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

12. [Action on Pay Application No. 1 \(Final\) in the amount of \\$92,299 to Hawkins Construction Company for the “Wayne Emergency Lift Station Repair Project”](#)

Background: This is for work completed on the emergency lift station repair project.

13. [Action on Change Order No. 1 for the “Wayne Emergency Lift Station Repair Project” — Rain for Rent in the amount of \\$694.00](#)

Background: This bill is for cleaning and sanitation services that the company performed after a pump and hose were returned. While this service was specified in the contract, the City felt like it had performed some set up for the company that cut its costs. Casey Junck, Water Superintendent, along with Hawkins Contracting, negotiated the original invoice of \$978 to \$489. The City has also received a check from Rain for Rent for \$205 as was easiest for their accounting department. Therefore, the total net expense for the cleaning and sanitation would be \$489.

14. [Action on Pay Application No. 1 \(Final\) in the amount of \\$9,617.69 to Rain for Rent for the “Wayne Emergency Lift Station Repair Project”](#)

Background: This is also for work completed on the emergency lift station repair project.

15. [Action on Change Order No. 1 for the “Restoration of Walking Trail Project” – M&B Quality Concrete for \\$7,500](#)

Background: Change Order No. 1, which is an increase of \$7,500, is to stabilize the construction entrance and staging area required for the contraction equipment to complete the work on the project. The crushed concrete material will limit tracking of soil and mud onto the highway.

16. [Action on Change Order No. 2 for the “Restoration of Walking Trail Project” – M&B Quality Concrete for \\$374,177.50](#)

Background: Change Order No. 2, which is an increase of \$374,177.50, comes as a result of visual observations of the site after the preconstruction meeting. It represents additional steel sheet piling and bank restoration being extended 100 feet in a westerly direction. This additional work will provide protection and prevent floodwater intrusion and erosion upstream of the project from a similar flood event. This mitigation expense would be shared 75%/12.5%/12.5% with FEMA, NEMA, and the City, just like the restoration expense is.

17. [Resolution 2020-20: Approving Amendment No. 1 to Task Order 2019-01 with Leo A Daly for additional services for the “Restoration of Walking Trail Project” — \\$12,500.00](#)

Background: This amendment to Leo A Daly’s original agreement represents additional engineering services as a result of Change Oder No. 2 above. This expense would be shared in the same manner as stated above.

18. [Resolution 2020-21: Accepting Bid and Awarding Contract on the “Community Activity Center Walking Track Repair/Restoration Project”](#)

Background: Two bids were received on this project. Two options were proposed: 1) Tear out of 4 smaller areas; and 2) Tear out of two larger areas. The bids received were:

Dynamic Sports Construction, Inc., Leander, TX

- Option 1 - \$32,716.00, plus an additional 3.5% for bonding = \$33,861.06
- Option 2 - \$48,881.00, plus an additional 3.5% for bonding = \$50,591.84

Egan Supply Co., Omaha, NE

- Option 1 - \$32,896.15
- Option 2 - \$57,177.00

Staff is reviewing the two bids and will make a recommendation at meeting time.

19. [Resolution 2020-22: Approving Addendum to Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College](#)

Background: Wayne State College has asked for an addendum to our local contract for law enforcement services on campus due to the students never really returning from Spring break in March. The Police Department discontinued its services on campus the last week of March since there were no students or face-to-face classes, so it shortened our contract with them approximately 8 weeks. As a result of this, they have asked to be credited with two monthly payments they make to us. Since we provide services approximately 9 months of the year, and they make 12 equal monthly payments for those services, they have asked for the two-month payment reduction to keep the bookkeeping simple for both parties.

20. Reappointments:

Planning Commission:

- Breck Giese (term will expire 6/30/21)
- Pat Melena (term will expire 6/30/21)
- Jessie Piper (term will expire 6/30/22)
- Jason Schultz (term will expire 6/30/22)
- Matt Jones (term will expire 6/30/23)
- Cory Sandoz (term will expire 6/30/23)
- Nick Hochstein (term will expire 6/30/23)

Background: The Municipal Code Book states that the term of Planning Commission members shall be three years, and three members shall be appointed or reappointed each year. In an effort to get back on schedule, the above is being recommended for your consideration. Two members were reappointed a couple of meetings ago, which complete the third person for being reappointed in 2021 and 2022.

21. Appointment of Bob Ensz to the Civil Service Commission

Background: Bob will replace Galen Wisner on the Commission.

22. Adjourn

**MINUTES
CITY COUNCIL MEETING
April 7, 2020**

The Wayne City Council met in regular session by way of telephone/video conference due to circumstances associated with the COVID 19 Pandemic on April 7, 2020, 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, Jennifer, Sievers, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on March 26, 2020, 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, as well as on the City of Wayne website at cityofwayne.org/8/Government, 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 Karsky made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meetings of March 17 and 27, 2020, and to waive the readings thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 928.29; ALLEMANN, JULLIANE, RE, 60.00; AMAZON.COM, SU, 500.33; AMERICAN BROADBAND, SE, 2415.65; AMERITAS, SE, 154.17; AMERITAS, SE, 2359.30; AMERITAS, SE, 72.00; AMERITAS, SE, 89.61; ANKENY, DUSTIN, RE, 30.00; APPEARA, SE, 119.72; ARCHUNDIA, ALVARO, RE, 30.00; ARMSTRONG, SHELLY, RE, 60.00; BARGHOLZ, CHRISTINA, RE, 25.00; BARGSTADT, AMBER, RE, 120.00; BARNER, BECKY, RE, 30.00; BARTOS, COREY, RE, 60.00; BERNAL, HERWIN, RE, 30.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1226.16; BLACKSTONE PUBLISHING, SU, 173.01; BLUE CROSS BLUE SHIELD, SE, 52148.99; BOHNERT, DAVID, RE, 30.00; BOLLES, DAMON, RE, 60.00; BONDHUS, ANNA, RE, 25.00; BORDER STATES INDUSTRIES, SU, 398.53; BOSE, JULIE, RE, 30.00; BRAKENHOFF, BEN, RE, 30.00; BRINK, MARLON, RE, 120.00; BROGREN, SCOTT, RE, 60.00; BROWN PLUMBING, SU, 21.90; BROWN SUPPLY, SU, 152.00; CAMPOS, ANN, RE, 30.00; CARDENAS, MARIBEL, RE, 60.00; CARHART LUMBER COMPANY, SU, 744.46; CARRILLO, GLENDA, RE, 30.00; CARROLL, DAN, RE, 25.00; CENTURYLINK, SE, 421.95; CENTURYLINK ASSET ACCOUNTING-BART, SE, 14051.32; CITY EMPLOYEE, RE, 1494.02; CITY EMPLOYEE, RE, 200.00; CITY EMPLOYEE, RE, 1127.59; CITY EMPLOYEE, RE, 27.65; CITY EMPLOYEE, RE, 4.84; CITY EMPLOYEE, RE, 112.30; CITY EMPLOYEE, RE, 30.00; CITY EMPLOYEE, RE, 55.00; CITY EMPLOYEE, RE, 30.00; CITY EMPLOYEE, RE, 25.00; CITY EMPLOYEE, RE, 82.90; CITY EMPLOYEE, RE, 30.00; CITY EMPLOYEE, RE, 30.00; CITY OF WAYNE, PY, 77372.18; CITY OF WAYNE, RE, 482.47; CLAUSSEN, HEATHER, RE, 30.00; CLAUSSEN, HEIDI, RE, 30.00; CLIFF, JOSH, RE, 55.00; COLONIAL RESEARCH, SU, 190.62; CONTRERAS, SHERRY, RE, 80.00; COPY WRITE PUBLISHING, SE, 85.31; COTTONWOOD WIND PROJECT, SE, 16287.56; COUNTRY NURSERY, SE, 309.50; DANIELS, AARON, RE, 30.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DAUM, ASHLEY, RE, 50.00; DEARBORN LIFE INSURANCE COMPANY, SE, 124.34; DEMCO, SU, 633.78; DOBBINS, MELISSA, RE, 60.00; DOLEZAL, KRISTINA, RE, 30.00; DORING, BRENT, RE, 30.00; DUTTON-LAINSON COMPANY, SU, 6920.78; EAKES OFFICE PLUS, SE, 1555.64; ECHO GROUP, SU, 41.38; FAIRFIELD INN – KEARNEY, SE, 419.80; FEHRINGER, MICHAEL, RE, 55.00; FIRST CONCORD GROUP, SE, 2797.80; FLOOR MAINTENANCE, SU, 580.23; FLOOR MAINTENANCE, SU, 286.75; FRANA, JENNIFER, RE, 50.00; FRANCIS, JEFF, RE, 30.00; FREDRICKSON OIL, SU, 628.10; FRIENDS OF THE LIBRARY, RE, 200.00; GALE/CENGAGE LEARNING, SU, 148.14; GAMBLE, TANYA, RE, 30.00; GRAINLAND ESTATES, RE, 7707.70; GRAYBEAL, LISA, RE, 30.00; GREVE, RODNEY, RE, 25.00; GROSSENBURG IMPLEMENTM, SU, 7162.97; GUBBELS, JOE, RE, 85.00; HAASE, MINDY, RE, 55.00; HALL, BRANDON, RE, 55.00; HALLE, KEVIN, RE, 60.00; HAMIK, KIM, RE, 25.00; HANAU, KRISTI, RE, 25.00; HANNEMAN, JENNA, RE, 25.00; HANSON, BRIAN, RE, 30.00; HARMER, JARET, RE, 60.00; HARRIS, TAYLOR, RE, 30.00; HASCHKE, MATT, RE, 30.00; HASEMANN, SCOTT, RE, 60.00; HAWKINS, SU, 1647.77; HEISER, RYAN, RE, 85.00; HEITHOLD, BRYCE, RE, 30.00; HEITHOLD, JASON, RE, 60.00; HIGHT, TUCKER, RE, 30.00; HILAND DAIRY, SU, 224.17; HIX, RYAN, RE, 30.00; HOFFMAN, TYLER, RE, 25.00; HOMETOWN LEASING, SE, 433.87; HORIZON CONSTRUCTION, SE, 977.16; HURNER, CASEY, RE, 85.00; HYDRO OPTIMIZATION, SU, 1046.00; HYDRO TECH, SU, 125.00; HYTREK LAWN, SE, 700.00; ICMA, SE, 8033.62; IOWA PUMP WORKS, SU, 1281.63; IRS, TX, 7.29; IRS, TX, 15.38; IRS, TX, 65.80; IRS, TX, 3015.24; IRS, TX, 9468.91; IRS, TX, 12892.88; JASON SEARS FLOORING, SE, 6061.97; JECH, ADAM, RE, 30.00; JECH, LEAH, RE, 25.00; JEO CONSULTING GROUP, SE, 6381.65; JINEZ, JUAN, RE, 30.00; JOHNSON, ANDY, RE, 30.00; JOHNSON, JOSH, RE, 60.00; JOHNSON'S PLUMBING & HEATING, SE, 256.00; JONES, NICHOLE, RE, 30.00; JUNCK, DWAIN, RE, 30.00; KAI, ALLISON, RE, 30.00; KAY PARK REC CORP, SU, 623.00; KENNEDY, TIFFANY, RE, 60.00; KNEIFL, SCOTT, RE, 30.00; KOCH, KILEY, RE, 30.00; KRAMER, BRETT, RE, 60.00; KUESTER, AMBER, RE, 85.00; KUTCHA, ANDY, RE, 30.00; LARSON, SARAH, RE, 30.00; LEAGUE OF NEBRASKA

MUNICIPALITIES, FE, 1225.00; LEAK INVESTIGATORS, SE, 7770.00; LEATHERDALE, REBECCA, RE, 25.00; LEGLER, KELLY, RE, 30.00; LEU, SAMANTHA, RE, 30.00; LEY, MATT, RE, 30.00; LIPP, NICK, RE, 60.00; LOBERG, DAVID, RE, 30.00; LOPEZ, ERICA, RE, 30.00; MAIN STREET GARAGE, SE, 158.59; MARCO, SE, 180.34; MCCARTHY, ERIKA, RE, 30.00; MCGUIRE, CHRIS, RE, 60.00; MCINTOSH, SCOTT, RE, 85.00; MCLAUGHLIN, LINDSAY, RE, 30.00; MCMANIGAL, MELANIE, RE, 30.00; MELLEN & ASSOCIATES, SU, 510.94; MEYER, KELLY, RE, 30.00; MILLER LAW, SE, 5416.67; MILLER, GRANT, RE, 30.00; MOHLFELD, KATHY, RE, 30.00; MOORMEIER, KARI, RE, 30.00; MOSTEK, SCOTT, RE, 55.00; MUIR, NICK, RE, 30.00; NE DEPT OF REVENUE, TX, 4066.30; NE DEPT OF REVENUE, TX, 7.00; NE DEPT OF TRANSPORTATION, SE, 4935.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 558.00; NE RURAL WATER, FE, 485.00; NELSON, DAWN, RE, 25.00; NELSON, JARED, RE, 25.00; NELSON, TATE, RE, 30.00; NIEMANN, ANDREA, RE, 30.00; NILES, TYSON, RE, 30.00; NOLTE, SHANDI, RE, 60.00; NNEDD, SE, 600.00; NORTHEAST NE INS AGENCY, SE, 89387.00; ONDERSTAL, KRISTY, RE, 30.00; ORTIZ, SAUL, RE, 50.00; PAC N SAVE, SU, 1006.16; PATEFIELD, DAVID, RE, 60.00; PETERSEN, KELLY, RE, 55.00; PIPER, JEFF, RE, 25.00; POLAND, LYNN, RE, 60.00; QHA CLEANING, SE, 2000.20; RAGER, ALISSA, RE, 30.00; RAHN, MEGAN, RE, 60.00; RAULSTON, JUSTIN, RE, 30.00; RETHWISCH, ANGIE, RE, 30.00; ROCKHILL, DAN, RE, 55.00; ROEBER, KYLE, RE, 30.00; RONHOVDE, ANNE, RE, 25.00; SEVERSON, LANIE, RE, 30.00; SHARER, LIZ, RE, 30.00; SMITH, CHAD, RE, 25.00; SODEN, KELLI, RE, 85.00; SORENSON, MATT, RE, 25.00; SPIEKER, DWAIN, RE, 60.00; STANGE, LEVI, RE, 75.00; STATE NEBRASKA BANK-PETTY CASH, RE, 427.62; STRAIGHT, DON, RE, 150.00; STUBBS, AMBER, RE, 30.00; STURM, MIKE, RE, 25.00; SURBER, JEFF, RE, 90.00; TENTINGER, CRAIG, RE, 30.00; THOMPSON, JULIE, RE, 30.00; TIEDTKE, DAN, RE, 90.00; TRAUTMAN, LEVI, RE, 60.00; US FOODSERVICE, SU, 1583.56; VALENZUELA, YESENIA, RE, 30.00; VIAERO, SE, 67.60; VICK, AMANDA, RE, 30.00; VIRGIL, LUKE, RE, 30.00; WAED, SE, 8222.92; WEMHOFF, ANTHONY, RE, 25.00; WIELAND, ALEX, RE, 25.00; WIESELER, SHEILA, RE, 30.00; WINDOM RIDGE, RE, 10006.32; WISEMAN, TOM, RE, 60.00; WOEHLE, MARCI, RE, 55.00; WOEHLE, MATT, RE, 30.00; WYNIA, KATIE, RE, 30.00; YOUNG, TODD, RE, 80.00; ZACH, MARK, RE, 30.00; ZARATE, VICTOR, RE, 30.00; ZAVALA, LAURA, RE, 50.00; ZISKA, BRANDON, RE, 55.00; ARC-HEALTH & SAFETY, FE, 90.00; B & B PAINTING, SE, 934.48; BENSCOTER CONSTRUCTION, SE, 3275.00; BIZCO TECHNOLOGIES, SE, 3403.00; BLACK HILLS ENERGY, SE, 819.40; BLOHM, LACEY, RE, 35.00; BOMGAARS, SU, 0.66; BORDER STATES INDUSTRIES, SU, 59.87; BROWN PLUMBING, SU, 28.80; CDW GOVERNMENT, SU, 96.70; CITIZENS STATE BANK, RE, 10006.32; CITY EMPLOYEE, RE, 630.80; CITY EMPLOYEE, RE, 135.84; DAVE'S DRY CLEANING, SE, 60.00; DEARBORN LIFE INSURANCE COMPANY, SE, 2535.76; EASYPERMIT POSTAGE, SU, 786.87; EGAN SUPPLY, SU, 21.51; ENERSYS, SU, 14618.08; FASTENAL, SU, 52.89; FIREMAN, SE, 312.86; FLOOR MAINTENANCE, SU, 446.11; FREDRICKSON OIL, SU, 648.00; GALE/CENGAGE LEARNING, SU, 24.69; GERHOLD CONCRETE, SU, 1080.00; GILL HAULING, SE, 261.25; GROSSENBURG IMPLEMENT, SU, 41.88; HANSEN, THOMAS, SE, 2680.00; HILAND DAIRY, SE, 18.67; INTERSTATE ALL BATTERY, SU, 107.00; L & L THOMPSON CONSTRUCTION, SE, 4305.00; LUTT OIL, SU, 4169.12; MATHESON-LINWELD, SU, 35.06; MERCHANT SERVICES, SE, 1955.84; MERCHANT SERVICES, SE, 28.69; MERCHANT SERVICES, SE, 1545.36; MIDWEST LABORATORIES, 177.00; NPPD, SE, 26127.69; NMPP ENERGY, FE, 2221.40; NORTHEAST POWER, SE, 4996.00; NORTHWEST ELECTRIC, SU, 409.39; ODEYS, SU, 3634.01; OLSSON ASSOCIATES, SE, 3008.14; ONE CALL CONCEPTS, SE, 29.21; O'REILLY AUTOMOTIVE STORES, SU, 119.01; PAC N SAVE, SU, 165.80; PAC N SAVE, SU, 11.97; PAC N SAVE, SU, 1253.73; PEERLESS WIPING CLOTH, SU, 352.00; PITNEY BOWES, SE, 253.85; QHA CLEANING, SE, 1375.00; QUALITY FOOD CENTER, SU, 14.90; RAIN FOR RENT, SU, 8656.75; SHERWIN WILLIAMS, SU, 417.69; SKARSHAUG TESTING LAB, SE, 213.33;

STADIUM SPORTING GOODS, SE, 50.00; STAPLES, SU, 75.31; THE PENDER TIMES, SU, 43.00; TITAN MACHINERY, SU, 226.71; TYLER TECHNOLOGIES, SE, 1798.75; UNITRENDS, SE, 7641.97; UTILITY EQUIPMENT, SU, 295.85; VERIZON, SE, 399.60; WAYNE AUTO PARTS, SU, 621.73; WAYNE COUNTY CLERK, SE, 22.00; WAYNE HERALD, SE, 8.50; WAYNE HERALD, SE, 625.47; WAYNE VETERINARY CLINIC, SE, 126.00; WESCO, SU, 192.60; WAPA, SE, 19388.49; WIGMAN COMPANY, SU, 391.79; WINDOM RIDGE VOID, RE, 10006.32; WISNER WEST, SU, 156.51; WORLDPAY INTERGRATES PAYMENTS, SE, 177.90; ZEE MEDICAL SERVICE, SU, 82.98

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to approve the claims for Councilmembers Spieker and Woehler. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent and Councilmembers Spieker and Woehler who abstained, the Mayor declared the motion carried.

Mayor Giese stated that when the City was going through the audit, the Audit Committee was advised that we should not use a service from a Councilperson unless it has been approved by the Council.

This action would allow the City of Wayne and Robert Woehler & Sons Construction, Inc., to contract on emergency situations (e.g. water main breaks). Nebraska Revised Statute 49-14,102 prohibits public officials, public employees, or members of that individual's immediate family or business to enter into a contract at \$2,000 or more annually without the contract being awarded to the person or business "through an open and public process." This action does not require or commit the City to use Robert Woehler and Sons Construction, Inc.; it just gives the City the option to, while satisfying Statute requirements for the contractor.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to approve allowing the City to contract with Robert Woehler & Sons Construction, Inc., on emergency situations. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent and Councilmember Woehler who abstained, the Mayor declared the motion carried.

Discussion took place in regard to suspending the payment due dates for the City's LB840 Loans and Special Assessments, without penalty and interest, due to the COVID-19 Pandemic.

Beth Porter, Finance Director, stated those that have LB840 loans or special assessments would be required to contact the City requesting a one-year deferment to pay the same, without penalty or interest. A majority of the March assessment payments have been paid. If someone were in a position to need an extension, the City would work with them. She would like some documentation for the request (e.g. written letter, email, fax, etc.), similar to the extension requests that are taken in the utility department.

Administrator Blecke stated that Nebraska City is doing a 6-month extension. Other communities will be considering doing the same thing; they just have not yet met to approve the same. Nebraska City made it retroactive until April 1, 2020. He would recommend Wayne's be retroactive to March 1, 2020. He also noted that the assessments being referred to here are the assessments that are handled by the City, internally. This does not include the assessments that are handled by the County.

Luke Virgil, Director of Wayne Area Economic Development, requested that Council support this action.

Councilmember Woehler was in favor of the deferment, but asked whether Council should review the matter in six months.

Councilmember Spieker made a motion, which was seconded by Councilmember Woehler, to approve suspending the payment due dates for the City of Wayne LB840 Loans and

Special Assessments, without penalty and interest, due to the COVID-19 Pandemic through February 28, 2021, with the same being retroactive to March 1, 2020. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

The following Resolution would approve a contract/agreement with Tom Hansen, CPA, to help prepare and compile whatever is necessary to submit to the appropriate agencies regarding the COVID-19 Pandemic. Their fee for said services is \$100 per hour, plus out-of-pocket expenses. They also assisted the City with submitting and compiling documentation for the 2013 tornado damages, as well as the flood damages last year.

Beth Porter, Finance Director, stated the City would submit these management costs to FEMA and NEMA for reimbursement. The City will only be paying 12.5% of the bill received from Tom Hansen.

Councilmember Woehler introduced Resolution 2020-16, and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2020-16

A RESOLUTION APPROVING AGREEMENT WITH TOM HANSEN, CERTIFIED PUBLIC ACCOUNTANT, TO COMPILE FINANCIAL INFORMATION REGARDING THE COVID-19 PANDEMIC.

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

The following Resolution would adopt the Lower Elkhorn Natural Resource District Multi-Jurisdictional Hazard Mitigation Plan Update.

The Lower Elkhorn Natural Resource District has updated the 2015 Multi-Jurisdictional Hazard Mitigation Plan (HMP). A HMP is a community-guided document that identifies vulnerability to natural and man-made hazards and mitigation measures to reduce or eliminate this vulnerability. Having an approved and updated HMP in place is a requirement of FEMA for communities, counties, school districts and other groups to be eligible for pre- and post-disaster

mitigation grants, which are available on an annual basis as appropriated by Congress. These federal grants allow for up to 75% cost-share for a wide variety of projects listed in the plan. The Lower Elkhorn NRD's previous HMP was approved by FEMA in 2015, and FEMA requires that the HMP must be updated and approved every five years. JEO Consulting Group, Inc., has prepared the plan, the same has been reviewed and approved by the State and FEMA, and it is now time for the entities in our jurisdiction to adopt the plan locally.

Councilmember Eischeid introduced Resolution 2020-17, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2020-17

A RESOLUTION APPROVING LOWER ELKHORN NRD MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

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

Councilmember Brodersen obtained two proposals for the "Bressler Park Stage Canopy Project." One proposal was from Crouch Recreation for \$21,080; the other from Commercial Recreation Specialists for \$24,830 (includes electric access panel so lights can shine onto the canopies). She provided information for both proposals and a letter outlining why she is recommending that the City go with the proposal from Commercial Recreation Specialists, which is \$2,050 higher than Crouch Recreation. She noted that the differences between the two proposals were as follows:

- Shade System has a much easier shade-to-pole attachment – cleaner looking and easier for the City crew to install and take down every year. The sales come pre-assembled with the steel cabling system already in them. The metal parts and cables are all stainless steel, including the poles, which are painted.
- Shade System has a 10-year non-prorated warranty compared to USA Shade, which is 6 years prorated to 10.

In her opinion, for the better warranty, assembly, poles and the shade attachment that the contract should go to Commercial Recreation Specialists for \$24,830.

Patrick Pierce, representing Commercial Recreation Specialists, was present to answer questions.

Joel Hansen, Street and Planning Director, and Lowell Heggemeyer, Park and Rec Superintendent, were present. Mr. Pierce addressed their concerns.

Councilmember Brodersen introduced Resolution 2020-18, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2020-18

A RESOLUTION ACCEPTING PROPOSAL AND AWARDED CONTRACT ON THE "BRESSLER PARK STAGE CANOPY PROJECT" FOR THE CITY OF WAYNE, NEBRASKA, TO COMMERCIAL RECREATION SPECIALISTS (SHADE SYSTEM) FOR \$24,830.

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

The following Ordinance is needed to finance the new 16" transmission main from an existing wellfield north of Wayne to a standpipe located on the west side of Wayne, together with related appurtenant water system facilities and improvements. This funding is received through the Drinking Water State Revolving Loan Fund (DWSRF) through the State. This is for up to \$3,030,000. This is also a 15% forgivable loan. The interest rate is 1.5%, plus a .5 percent admin fee, for a total of 2%.

Councilmember Spieker introduced Ordinance No. 2020-6, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2020-6

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A COMBINED UTILITY REVENUE BOND, SERIES 2020, OF THE CITY OF WAYNE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION THIRTY THOUSAND DOLLARS (\$3,030,000), IN THE FORM OF A PROMISSORY NOTE ISSUED TO EVIDENCE INDEBTEDNESS TO THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING THE FORM OF SAID BOND (ISSUED AS A SINGLE PROMISSORY NOTE) AND RELATED LOAN AGREEMENT; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE WATERWORKS PLANT AND WATER SYSTEM AND THE SEWAGE DISPOSAL PLANT AND SANITARY SEWER SYSTEM OWNED BY THE CITY FOR THE PAYMENT OF SAID BOND;

PROVIDING FOR THE ISSUANCE AND SALE OF SAID BOND; AUTHORIZING THE DELIVERY OF SAID BOND TO THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SAID BOND AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to move for final approval of Ordinance No. 2020-6. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

A pay request (No. 1) has been received from Sioux Contractors, Inc., for the “Wayne Senior Center – Room and Walk-In Freezer Addition Project” for \$20,520. The architect on the project has approved the same.

Council President Brodersen updated the Council on the project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Pay Application No. 1 for \$20,520 to Sioux Contractors, Inc., for the “Wayne Senior Center – Room and Walk-In Freezer Addition Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the reappointment of Marilyn Quance (term will expire 6/30/23) and Chris Costa (term will expire 6/30/23) to the Library Board.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving the reappointment of Marilyn Quance (term will expire (6/30/23) and Chris Costa (term will expire 6/30/23) to the Library Board. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the reappointment of Jean Lutt (term will expire 6/30/23), Randy Lutt (term will expire 6/30/23), Jill Walling (term will expire 6/30/22), Peg Lutt (term will expire 6/30/24), and Sharon Denker (Resident Commissioner) to the Wayne Housing Authority.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the reappointment of Jean Lutt (term will expire 6/30/23), Randy Lutt (term will expire 6/30/23), Jill Walling (term will expire 6/30/22), Peg Lutt (term will expire 6/30/24), and Sharon Denker (Resident Commissioner) to the Wayne Housing Authority. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to postpone indefinitely the town hall meeting on annexation that was set for April 21, 2020, at the Wayne Fire Hall at 5:30 p.m. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Updates were given on the “Lift Station No. 2 State of Emergency Project,” “Water Main from North Well Field to City Limits Project,” and the “Well No. 7 Chemical Storage Room Addition Project.”

The lift station is back on line. They are still in cleanup mode. The contractor installed epoxy anchors instead of wedge or pound in anchors, which are sturdier. They were more

concerned if there was some settling outside of the wet well that potentially tweaked the pipes and that might have caused this problem. All four pumps were loose in the pump basin.

Roger Protzman, JEO Consulting Group, Inc., stated the first contractor used a friction type anchor and that type of anchor was not strong enough. He was happy with the work that the contractors did to fix the repairs, and commended City staff on the job they did to keep the plant running.

Mr. Protzman updated the Council on the transmission water main project. One of the suppliers has contacted the contractor concerning a part needed on this project. The factory that is making them has shut down, and right now, their best estimate is a July delivery date. The contractor has been looking for other options so the project does not get delayed. Mr. Protzman explained that alternate option. The contractor advised that there will be no additional charge, but just wanted to know if this would be acceptable to the City. This change will not structurally change anything on the project; it just means that the contractor is going to have to do more work in the field. It adds two steps to what the contractor has to do in the field. All of that would have been done in the factory. This is not an unusual procedure and is how they connect a lot of water mains when they want to connect to a water main that is currently in use, without disrupting the service. This is something that is quite common. He noted equipment should be starting to show up and they are hoping to start May 1st.

Casey Junck, Water Supervisor, explained that Well No. 7 had a high selenium sample. They have not started the chemical storage room addition project yet. He conferred with Rich Koenig with the NHHS, DPH, Drinking Water Program who advised him if we did not have to do this project now, we should postpone it for a year just to see what future samples will be. He is concerned that since we had high nitrate and selenium samples in Well No. 6, that those may have worked their way down to Well No. 7. If that is the case, we may not be able to run Well No. 7 much longer. Well No. 7 is used as a supplemental well. The City does not depend on it 24/7 as it does the big wells. Therefore, staff will hold off on this project.

Mayor Giese, Administrator Blecke and Julie Rother, Director of the Northeast Nebraska Public Health Department, updated the Council on the COVID-19 pandemic.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:04 p.m.



Vendor	Payable Description	Payment Total
Council Approved 4/7/20		
Sioux Contractors	Senior Center Addition	20,520.00

Vendor	Payable Description	Payment Total
AGRIVISION EQUIPMENT GROUP	CHAIN SAW REPAIR	56.29
AMERITAS LIFE INSURANCE	AMERITAS ROTH	154.17
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,340.92
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	89.61
APPEARA	STREET MAT SERVICE	103.60
BAKER & TAYLOR BOOKS	BOOKS	622.56
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	124,417.84
BLACKSTONE PUBLISHING	BOOKS	65.89
BOMGAARS	COUPLING/FILTERS/HOSE/TOOLS	2,463.08
BORDER STATES INDUSTRIES, INC	LED WITH LEADS/METER SOCKETS	1,207.05
BROWN, CORY	BUILDING PERMIT DEPOSIT REFUND	250.00
CARROLL DISTRIBUTING	RAMMER-JUMPER JACK	2,553.68
CDW GOVERNMENT LLC	LAPTOPS	4,202.55
CITIZENS STATE BANK	TIF PRINCIPAL & INTEREST	2,034.28
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	388.74
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,411.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,256.80
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	100.18
CITY OF WAYNE	PAYROLL	73,078.86
CITY OF WAYNE	UTILITY REFUND	1,251.57
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	60.15
DUTTON-LAINSON COMPANY	CENTRON METERS	13,867.20
ED M. FELD EQUIPMENT CO INC	ADAPTERS	565.00
FREDRICKSON OIL CO	BYPASS PUMP PROJECT FUEL	482.16
GALE/CENGAGE LEARNING	BOOKS	49.38
GERHOLD CONCRETE CO INC.	BUNKER BLOCK/CONCRETE	1,141.28
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	195.21
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,056.41
INGRAM LIBRARY SERVICES	BOOKS	784.29
IRS	MEDICARE WITHHOLDING	2,887.08
IRS	FEDERAL WITHHOLDING	9,204.38
IRS	FICA WITHHOLDING	12,344.84
L.G. EVERIST	CRUSHED QUARTZITE	740.17
LOEWENSTEIN, DAVID	PUBLIC ART	375.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,940.63
NMPP ENERGY	AIR EMISSION COMPLIANCE	1,000.00
NOVA FITNESS EQUIPMENT	REPLACE RAMP WHEELS ON ELIPTICAL	319.25
OVERDRIVE, INC.	AUDIO/ E BOOKS	1,001.16
PER MAR SECURITY SERVICES	MONITORING SERVICES	843.20

Vendor	Payable Description	Total Payment
POLLARD PUMPING	PORT A POTTIES	440.00
PROVIDENCE MEDICAL CENTER	FIRE DEPT AED/CPR TRAINING	240.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	92.24
SEBADE HOUSING LLC	TIF PRINCIPAL/INTEREST	2,090.45
SIOUX CONTRACTORS	SENIOR CENTER ADDITION	20,520.00
SIOUXLAND ETHANOL	FIRE HALL DEPOSIT REFUND	250.00
ST OF NE-CHARITABLE GAMING DIVISION	KENO LOTTERY TAX	1,262.00
STAPLES, INC	OFFICE SUPPLIES	495.81
STATE NEBRASKA BANK & TRUST	ACH	45.92
US BANK	TECH SUPPLIES/CABINETS/HEATER/DUES/MEALS	11,676.72
WAYNE COMMUNITY SCHOOLS	PARKING TICKET REMITS	2,221.25
WESCO DISTRIBUTION INC	LED LIGHT FIXTURES/ARRESTERS/MARKING PAINT	7,240.69
WESTERN RIDGE III	TIF PRINCIPAL / INTEREST	11,038.06
	Grand Total:	336,590.60



City of Wayne, NE

Council Approval Listing

Payment Date Range: 04/16/2020 - 04/20/2020

ADDITIONS TO CLAIMS LISTING

Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	928.29
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	52,148.99
BOMGAARS	SPRAY BOTTLES	12.45
BROWN PLUMBING	BRASS BUSHING	14.40
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	22.25
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	93.38
ECHO GROUP INC JESCO	BALLAST TERMINALS/BREAKERS/CONNECTORS	276.95
GERHOLD CONCRETE CO INC.	CONCRETE	2,463.52
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	18.52
IIMC	MEMBERSHIP DUES	170.00
IOWA PUMP WORKS, INC.	RELAY/GASKETS	1,608.00
JEO CONSULTING GROUP	PINE HEIGHTS/NEBRASKA ST/TRANSMISSION MAIN/SERVICE AGMT	15,985.06
L.G. EVERIST	CRUSHED QUARTZITE	722.79
MARCO TECHNOLOGIES LLC	COPIER LEASE	191.17
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	45.00
OLSSON ASSOCIATES	FLOODPLAIN MAPPING	523.50
OVERHEAD DOOR	OPEN/CLOSE BUTTON	202.00
PRECISION CONCRETE CUTTING	TRIP HAZARD SIDEWALK REPAIR	1,896.00
PREMIER BIOTECH, INC.	COLLECTION SCREENING	110.00
STAPLES, INC	OFFICE SUPPLIES	111.22
STATE NEBRASKA BANK & TRUST	PUBLIC SAFETY BONDS	51,562.50
STATE NEBRASKA BANK & TRUST	PUBLIC SAFETY BONDS	4,813.75
T & S TRUCKING	TRANSPORT ROCK	437.52
TITAN MACHINERY	ANTIFREEZE	31.16
TRUCK CENTER COMPANIES	RADIATOR	636.65
WISNER WEST	FD GASOLINE	41.68
	Grand Total:	135,066.75

CITY OF WAYNE
OFFICE OF THE MAYOR

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Wayne has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, Cale Giese, Mayor of the City of Wayne, Nebraska, do hereby proclaim

April 24, 2020, as ARBOR DAY

in the City of Wayne, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to support our City's urban forestry program.

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 21st day of April, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Cale Giese, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-19

WHEREAS, M. Hammer, LLC, d/b/a "Broken Antler," made application to the Nebraska Liquor Control Commission for a Retail Class C Liquor License at 111 E. 3rd Street, Wayne, Wayne County, Nebraska; and

WHEREAS, said application has been forwarded to the City of Wayne for public hearing and recommendation by the City Council; and

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on April 9, 2020; and

WHEREAS, a hearing was held on April 21, 2020, and all persons desiring to present evidence for or against said application were heard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the application of the license aforementioned be recommended for approval to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 21st day of April, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

NLCC received via email 3-26-2020

Hot List: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	New/Replacing # <u>115914</u>
Class Type <u>C</u>	123688 Initial <u>JB</u>

Applicant name Michelle L. Hammer M Hammer LLC

Trade name The Broken Antler

Previous trade name The Broken Antler

Contact email address michellehammer500@outlook.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Further Review

305 2003057829 M Hammer LLC

Print Articles

Form 103 Needs Signature

TOP 4-17-2020

reports created - send Local /NSP/ Fire

Office: <u>PayPort</u> PAYMENT: <u>400</u> Signature: <u>JM</u>	 2000003803
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1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

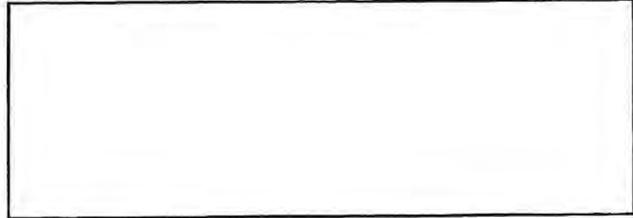
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Michelle Skinner
 Signature

02-23-2020
 Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Broken Antler

Street Address #1 111 E. 3rd St.

Street Address #2 _____

City Wayne County Wayne Zip Code 68787

Premises Telephone number 402-375-9990

Business e-mail address _____

Is this location inside the city/village corporate limits: YES NO

Mailing address (where you want to receive mail from the Commission)

Name Michelle L Hammer

Street Address #1 211 S. Windom St.

Street Address #2 _____

City Wayne State NE Zip Code 68787

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 25 x width 40 in feet
Is there a basement? Yes No If yes, length 8 x width 21 in feet
Is there an outdoor area? Yes No If yes, length 40 x width 25 in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Parcel Information	
Parcel ID:	0002768.00
Map Number	2768.00
State Geo Code	1233-00-0-50001-013-0001
Cadastral #	2-145
Images	Photo #1 Photo #2 Sketch #1 521 #1
Current Owner:	M BERNS LLC A NEBRASKA LIMITED LIABILITY CO 111 E 3RD ST WAYNE, NE 68787
Situs Address:	111 E 3RD ST
Tax District:	617
School District:	WAYNE 17. 90-0017
Account Type:	Commercial
Legal Description:	TRACT B & C ADMINISTRATIVE SUBDIV LOT 1 BLK 13 ORIGINAL WAYNE
Lot Width:	81.00
Lot Depth:	25.00
Lot Size:	2,025 SF

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2019	\$56,660	\$4,050	\$52,610	\$0
2018	\$51,460	\$4,050	\$47,410	\$0

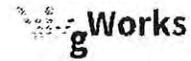
Yearly Tax Information		
Year	Amount	Levy
2019	\$999.60	1.868355
2018	\$922.54	1.87923

2019 Tax Levy	
Description	Rate
COUNTY LEVY	0.25288500
ESU 1	0.01500000
NORTHEAST	0.09500000
WAYNE	0.41166300
LOWER ELKHORN	0.02370000
AIRPORT AUTH WAYNE	0.03746800
WAYNE 17 BOND	0.03317300
AG SOCIETY	0.00468200
WAYNE 17	0.99478400

Sales Information			
Sale Date	Sale Price	Book & Page	Grantor
02/24/2016	\$47,555.00	16 / 209	MEYER, M M LLC A NEBRASKA LIMITED LIABILITY CO

3/26/2020

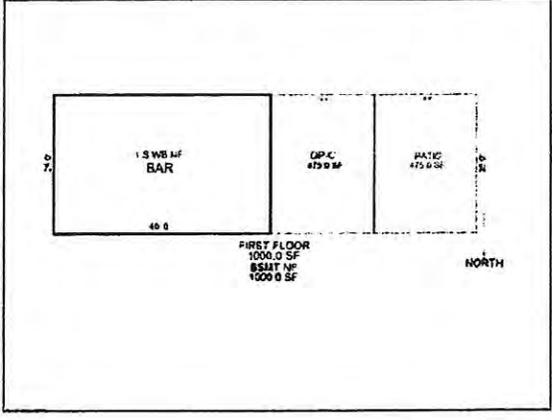
Wayne County Assessor



Property Classification			
Status:	Improved	Location:	Urban
Property Class:	Commercial	City Size:	5,001-12,000
Zoning:	N/A	Lot Size:	<10,000 sq. ft.

Commerical Datasheet - Building			
Occupancy	Size	Year Built	Perimeter
100% Bar/Tavern	1,000	1941	130

Outbuilding Data				
Description	Units	Year Built	Cost	
PATIO	475	2008	N/A	
COVERED DECK AREA	475	2008	N/A	

Photo/Sketch	
	

521 Transfer Statements

521 Form #1 [Click to view document](#)

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Michelle Hammer	08/2018	Wayne, NE	DUI	guilty
	05/2015	Yankton SD	open container	guilty

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number The Broken Antler 115914

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number The Broken Antler 115914

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

 YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

 YES NO
If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. jukebox - Garden ATM-Source Incorporated
Amusement

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

 YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

 YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Farmer's & Merchants - Wayne, NE - Michelle Hammer

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Michelle Hammer - Bartender	2016-2020	Broken Antler - 111 E. 3rd St. Wayne, NE
"	2011-2016	Mikey's Place - 111 E. 3rd St. Wayne, NE

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date _____
 Deed _____
 Purchase Agreement

14. When do you intend to open for business? April 17, 2020

15. What will be the main nature of business? Brew Pub

16. What are the anticipated hours of operation? 10 a.m. - 2 a.m. Mon-Sat 3 p.m. - 2 a.m. Sun

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Michelle Hammer - Wayne, NE	1990	2015			
Dixon, NE	2015	2016			
Wayne, NE	2016	2020			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, C.F.R., 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Michelle Hammer
Signature of Applicant

Signature of Spouse

Michelle Hammer
Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

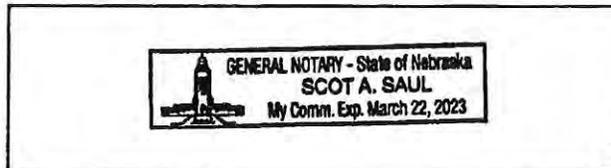
State of Nebraska
County of Wayne

The foregoing instrument was acknowledged before me this

3-25-2020
date

by Michelle Hammer
name of person(s) acknowledged (individual(s) signing)

[Signature]
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

Office Use

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: _____

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

M Hammer, LLC

LLC Address: 111 E. 3rd St.

City: Wayne State: NE Zip Code: 68787

LLC Phone Number: 402-375-9990 LLC Fax Number _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Hammer First Name: Michelle MI: _____

Home Address: 211 S. Windom St. City: Wayne

State: NE Zip Code: 68787 Home Phone Number: 402-833-8761

Michelle Hammer
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Wayne

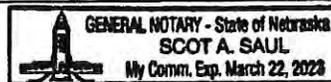
March 26, 2020
Date

[Signature]

The foregoing instrument was acknowledged before me this

by Michelle Hammer
name of person acknowledge

Affix Seal



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Hammer First Name: Michelle MI: L

Social Security Number: _____ Date of Birth: 9-8-90

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: March 2020 Ending Date: December 2020

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

CERTIFICATE OF ORGANIZATION

OF

M HAMMER, LLC
A Limited Liability Company

The undersigned, desiring to form and organize a limited liability company, under and in conformity with the laws of the State of Nebraska, does hereby make this written certificate in duplicate and hereby verify:

FIRST
Name

The name of this limited liability company is M Hammer, LLC (the "Company").

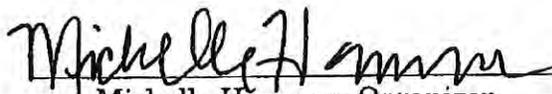
SECOND
Designated Office

The street and mailing address of the initial designated office of the Company is 111 E 3rd Street, Wayne, Nebraska 68787.

THIRD
Registered Agent

The name and street and mailing address of the initial agent for service of process of the Company is Michelle Hammer, 111 E 3rd Street, Wayne, Nebraska 68787.

Dated this 6th day of March, 2020.


Michelle Hammer, Organizer

Nebraska Secretary of State

M HAMMER, LLC

Mon Apr 6 16:18:27 2020

SOS Account Number

2003057829

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

MICHELLE HAMMER

111 E 3RD STREET

WAYNE, NE 68787

Designated Office Address

111 E 3RD STREET

WAYNE, NE 68787

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Mar 10 2020

Filed Documents

Filed documents for M HAMMER, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Mar 10 2020	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Broken Antler M Hammer, LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Broken Antler

Premise Street Address: 111 E 3rd St.

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: 402-375-9990

Premise Email address: _____

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Hammer First Name: Michelle MI: L
 Home Address: 211 S. Windom St.
 City: Wayne County: Wayne Zip Code: 68787
 Home Phone Number: 402-833-8761
 Driver's License Number & State: H12703501 - Nebraska
 Social Security Number: _____
 Date Of Birth: 9-8-90 Place Of Birth: Wayne, NE
 Email address: Michellehammer500@outlook.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
 Social Security Number: _____
 Driver's License Number & State: _____
 Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Mitchelle Hammer - Wayne	1990	2015			
- Dixon, NE	2015	2016			
- Wayne, NE	2016	2020			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	2020	The Broken Antler	Marcus Berns	402-369-1054
2011	2016	Mickey's Place	Mickey Meyer	402-369-3110

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Michelle Hammer	02/2018	Wayne, NE	DUI	
	05/2015	Hankston, SD	open container	

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Michelle Hammer	2016-2020	Broken Antler - 111 E. 3rd St. Wayne, NE
- bartender	2011-2016	Mikey's Place - 111 E. 3rd St. Wayne, NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Michelle Hammer
Signature of Manager Applicant

Signature of Spouse

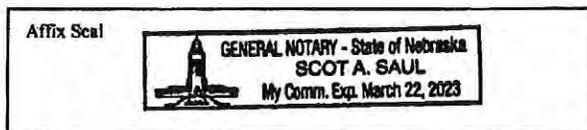
ACKNOWLEDGEMENT

State of Nebraska
County of Wayne The foregoing instrument was acknowledged before me this

3-25-2020
date

by Michelle Hammer
NAME OF PERSON BEING ACKNOWLEDGED

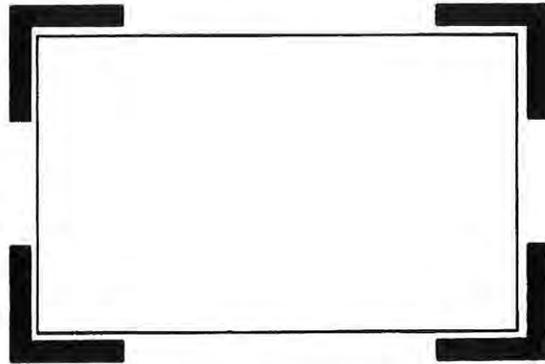
[Signature]
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: The Broken Antler

Name of Person Bring Fingerprinted: Michelle L Hammer

Date of Birth: 9-8-90 Last 4 SSN: 2004 Date fingerprints were taken: 3-2-2020

Location where fingerprints were taken: Nebraska State Patrol - Norfolk, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Michelle L Hammer
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE DEPARTMENT OF HEALTH, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

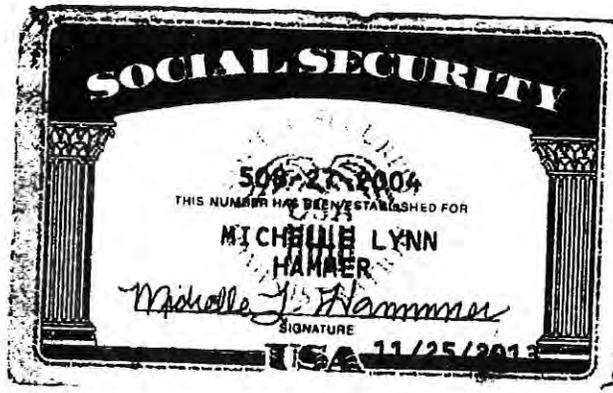
DATE OF ISSUANCE
 NOV 16 1990
 LINCOLN, NEBRASKA

Stanley S. Cooper
 STANLEY S. COOPER, DIRECTOR
 BUREAU OF VITAL STATISTICS

STATE OF NEBRASKA — DEPARTMENT OF HEALTH
 BUREAU OF VITAL STATISTICS
 CERTIFICATE OF LIVE BIRTH

126 — 90 18619

1 CHILD'S NAME			2 SEX			3a. DATE OF BIRTH (Month, Day, Year)			3b. HOUR OF BIRTH			4 COUNTY OF BIRTH								
FIRST Michelle			MIDDLE Lynn			LAST Hammer			Female			September 8, 1990			12:27 P M			Wayne		
5a. PLACE OF BIRTH												5b. FACILITY NAME (If not institution, give street and number)			5c. CITY, TOWN, OR LOCATION OF BIRTH			5d. INSIDE CITY LIMITS (Specify Yes or No)		
<input checked="" type="checkbox"/> Hospital <input type="checkbox"/> Free-standing Birthing Center <input type="checkbox"/> Clinic/Doctor's Office <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)												Providence Medical Center			Wayne			Yes		
6a. I certify that this child was born alive at the place and time and on the date stated.												6b. DATE SIGNED (Month, Day, Year)			6c. NAME AND TITLE OF ATTENDANT IF OTHER THAN CERTIFIER					
(Signature) <i>D. Felber</i>												9/12/90								
9d. CERTIFIER - NAME AND TITLE (Type or print)						9e. MAILING ADDRESS (STREET and NUMBER or R.F.D. NO., CITY or TOWN, STATE, ZIP)														
D. Felber MD						214 Pearl Street Wayne, NE 68787														
7a. REGISTRAR (Signature) <i>Stanley S. Cooper</i>						7b. DATE RECEIVED BY REGISTRAR (MONTH, DAY, YEAR)														
						SEP 17 1990														
8a. MOTHER'S NAME			8b. DATE OF BIRTH (Mo., Day, Yr)			8c. BIRTHPLACE (City & State or Foreign Country)														
FIRST MIDDLE MAIDEN Deborah Lynn Litz			March 13, 1961			Dodge, NE														
9a. RESIDENCE-STATE		9b. COUNTY		9c. CITY, TOWN, OR LOCATION, (Include zip code)			9d. STREET AND NUMBER OF RESIDENCE			9e. INSIDE CITY LIMITS (Specify Yes or No)										
NE		Wayne		Wayne 68787			217 S. Window			Yes										
10. MOTHER'S MAILING ADDRESS - Enter if not same as residence																				
11a. FATHER'S - NAME			11b. DATE OF BIRTH (Mo., Day, Yr)			11c. BIRTHPLACE (City & State or Foreign Country)														
FIRST MIDDLE LAST Kevin Dale Hammer			March 4, 1955			Wakefield, NE														
12a. I certify that the personal information provided on this certificate is correct to the best of my knowledge and belief.											12b. RELATION TO CHILD									
(Signature of Parent or other informant) <i>Deborah Lynn Hammer</i>											Mother									

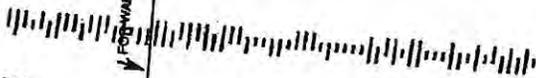


Precinct: First Ward
Polling Place: Party: NONP
Villa Wayne
409 Dearborn
Wayne
U.S. Congressional District 3
Legislative District 17
Lower Elkhorn NRD SubD 5
Wayne Community Schools
Wayne Council Ward 1
Commissioner Dist #1

Wayne County, State of Nebraska

3260101
Michelle Lynn Hammer
211 S Windom
Wayne, NE 68787

FOR WALLET SIZE • FOLD HERE



NE Certificate Service
2916 S 132 Street #127
Omaha, NE 68144

QUESTIONS?



PLEASE EMAIL:

records@certificatefilingservice.com

OR CALL TOLL FREE

1-833-492-6653

M Hammer, LLC
111 E 3RD St
Wayne NE 68787-2038

IMPORTANT! FOLLOW INSTRUCTIONS EXACTLY WHEN COMPLETING THIS FORM. PLEASE PRINT CLEARLY.

Key Code: NE-462545-11	Notice Date: 03/17/2020	PLEASE RESPOND BY: 03/31/2020
Business Address: M Hammer, LLC 111 E 3RD St Wayne NE 68787-2038		
		

Congratulations on registering your business with the State of Nebraska. Your Articles have been filed with the secretary of state and are complete. You have one step left in order to attain your elective Business Entity Standing Certificate from Nebraska Certificate Service. Please confirm the accuracy of the information below for your Nebraska Business Entity Standing Certificate. An Nebraska Business Entity Standing Certificate is issued by the Secretary of State and may be required for loans, to renew business licenses, or for tax or other business purposes. A Business Entity Standing Certificate certifies that your Nebraska business is in existence, is authorized to transact business in the state and complies with all state requirements. Nebraska Certificate Service is not affiliated with any government or state agency and this notice is a solicitation for your business. The Business Entity Standing Certificate shows the official evidence of an entity's existence and provides a statement of an entity's status, current legal name, and date of formation. The Business Entity Standing Certificate bears the official seal of the Nebraska Secretary of State. Nebraska Certificate Service will mail a hard copy of your Business Entity Standing Certificate to your business address.

Business Information:
Business Type: Domestic LLC
Date of Registration: 03/10/2020
Certificate of Good Standing Certificate Fee: \$72.50

PURCHASE AGREEMENT

This Agreement is made and entered into by and between **M. BERNs, LLC**, a Nebraska Limited Liability Company, hereinafter referred to as "Seller", and **MICHELLE L. HAMMER**, a single person, hereinafter referred to as "Buyer".

Seller and Buyer agree as follows:

1. Property Purchased. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all real and personal property, including tangible and intangible, used by the Seller in the business known as the Broken Antler, including but not limited to the following:

- A. All of Seller's furniture, fixtures and equipment, used in the business, including but not limited to that shown on Exhibit "C" attached hereto.
- B. All Inventory.
- C. The real estate described as: Lot 1, Block 13 and the West 40.73 feet of the East 80.73 feet of Lot 1, Block 13 all in the Original Town of Wayne, Wayne County, Nebraska, also described as Tract C and Tract B Administrative Subdivision of Lot 1, Block 13, Original Town of Wayne, Wayne County, Nebraska.
- D. All intellectual property used in the business including by not limited to the name "Broken Antler" including any state or federal trade names, trademarks or copyrights), website, internet domains, social media accounts, registrations, transferable computer software, source or object codes, telephone number(s), signage, and advertisement(s), if any.
- E. Any service agreements, lease agreements, and all contracts created or used by Seller in operating the business or for the business' benefit at any time prior to the preliminary closing date along with the form and content of any of the above. Additionally, Seller agrees to assign Seller's unemployment account balance with the Nebraska Department of Labor, if any.

2. Purchase Price. The Buyer agrees to pay the Seller as full consideration for the above described assets the sum of \$300,000.00, plus cost of inventory to be determined pursuant to this agreement.

The allocation of the purchase price to the various assets are as follows:

A. Building	\$ 52,610.00
B. Land	\$ 4,050.00

C. Furniture, Fixtures and Equipment	\$ 29,250.00
D. Covenant not to compete	\$ 0.00
E. Goodwill	\$ 214,090.00
 Total	 \$ 300,000.00

F. The value of the inventory shall be paid in addition to the sum total of \$300,000.00.

3. Payment. The total purchase price consisting of \$300,000.00, plus inventory shall be paid as follows:

A. \$ 0.00 upon execution hereof which shall be held in escrow in Kate M. Jorgensen's Trust Account.

B. The balance remaining thereafter, being the sum of \$300,000.00, shall be represented by a Note in the form of Exhibit "A" attached hereto, the original of which will be signed at closing.

C. The Note shall be secured by a first position Deed of Trust against the real estate in the form of Exhibit "B" attached hereto, the original of which will be signed at closing. The remaining balance shall be paid according to a Note

D. The cost of the Inventory shall be paid in cash or certified funds at closing.

4. Condition. This entire purchase agreement is conditioned upon Buyer being able to obtain the necessary permits and licenses required for her to operate the existing business, including a Class C Liquor License.

5. Title Insurance. Seller shall provide proof of marketable title in fee simple and furnish a commitment for title insurance insuring merchantability. The cost of an owner's title insurance policy shall be paid one-half by each party. Any lender's policy shall be entirely at Buyer's expense. Buyer agrees that should a valid defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If there are defects that cannot be reasonably corrected within 30 days, this agreement may be terminated by either party in which case the earnest money paid upon execution shall be refunded.

6. Conveyance. Seller agrees to convey at final closing marketable title to the above described real property by good and sufficient warranty deed free and clear of all liens and encumbrances and subject to all easements and restrictions of record. Personal property and

inventory will be conveyed by Seller by bill of sale free and clear of all liens and encumbrances. The bill of sale shall contain warranty of title and be satisfactory to Buyer's attorney.

7. Taxes. Seller shall pay all taxes, both real and personal, up to and including 2019. Seller shall be responsible for personal property taxes for 2020, which are due upon closing. Real estate taxes for 2020 shall be prorated to the date of possession. Taxes shall be prorated on the basis of the prior year's taxes unless the current tax rate is available, in which case taxes shall be prorated on the basis of the current valuation and tax rate. Seller shall pay the revenue stamps required upon recording of the deed.

8. Preliminary Closing. The Parties agree that preliminary closing will be held on March 30, 2020, or as soon as Buyer obtains any required consents from the Nebraska Liquor Control Commission and any other governing bodies, to permit the Buyer to operate the existing business on a temporary basis, under Seller's liquor license and as an agent of the Seller, all pursuant to a separate temporary agency agreement in a form acceptable to the Nebraska Liquor Control Commission, whichever occurs later.

9. Risk of Loss. This agreement shall in no manner be construed to convey any of the real or personal property or give any right to possession except to the extent set forth herein. Risk of loss or damage to the property prior to final closing date shall rest with the Seller. If prior to final closing, any improvements on the real property or any of the personal property, including inventory, is materially damaged by fire, explosion, or other cause, either party shall have the right to rescind this agreement and the earnest money refunded.

10. Inventory. An inventory of all wine, beer, liquor and non-alcohol items will be taken by the parties the day before preliminary closing. All inventory will be valued at Seller's cost. Seller's costs shall not include any mileage associated with use of Seller's vehicles to transport any such inventory. At the time the parties take the inventory, the parties shall prepare an inventory with prices, which the Buyer and the Seller shall then initial.

11. Temporary Possession and Operation of Business Pending Final Closing. The Buyer will take temporary possession of the business and all property which is the subject of this agreement on the preliminary closing date.

At the time the Buyer takes temporary possession, the Seller shall pay all wages and employer's taxes due up to that time. Seller shall be responsible and will indemnify, hold harmless and defend Buyer from and against any and all obligations or liabilities to Seller's employees now existing or hereafter arising on account of any fact or circumstance occurring or arising prior to the preliminary closing date. Buyer, in its sole and exclusive discretion, may

elect to offer employment to employees of Seller. But Buyer has no duty or obligation to employ any of Seller's employees. The utility meters shall be read to date temporary possession is taken. Seller will pay all utilities and other expenses of the business to the date temporary possession is granted. Commencing with the date that the Buyer takes temporary possession, and continuing thereafter until final closing, or until it is determined that Buyer will be unable to obtain the necessary liquor license or this agreement is terminated pursuant to the terms hereof, the Buyer shall pay all utilities and all labor and all costs associated with operating the business.

During the period the Buyer is in temporary possession, all receipts and disbursements relating to the business shall be made through an escrow checking account to be opened by the Buyer at the F&M Bank of Wayne, Nebraska. The account shall name the parties hereto as owners as their interests appear pursuant to the terms hereof and pursuant to the terms of the separate agency agreement described hereinabove. Provided, during the period Buyer is in temporary possession only the Buyer shall write checks on the account. At final closing, the parties agree that all proceeds in the escrow checking account shall be paid over to the Buyer. In the event the final closing does not occur because the contingencies cannot be met or subsequent to damage and destruction of the property one of the parties elected to terminate this agreement or final closing does not take place due to any other reason, then in any such events the funds in the escrow checking account shall be disbursed as follows:

- A. Any unpaid expenses of the business incurred or accrued while the Buyer was in possession shall be paid.
- B. In the event final closing does not occur then an inventory will be taken using the same method as described in paragraph 10 above. If the value of the inventory thus taken is less than the inventory taken prior to the preliminary closing, the amount of deficiency shall be paid out of the escrow checking account to the Seller. (If the inventory thus taken is more than the inventory taken prior to preliminary closing, Buyer will receive reimbursement equal to 50% of the excess inventory directly from Seller.)
- C. All contributions made by Buyer to the account will be paid to the Buyer. If there are not sufficient funds with which to reimburse Buyer, the Seller will not be required to make up the difference.
- D. Any funds left after the payments in Paragraphs A, B and C shall be paid to Seller.

E. If there are insufficient funds in the escrow checking account to pay the amounts described in Items A and B, Buyer shall contribute her personal funds to meet any deficiency.

12. Final Closing. The final closing of the sale shall take place at the office of Kate M. Jorgensen, attorney for Seller, on April 10, 2020, or not more than five days after Buyer receives a Class C Liquor License whichever date occurs sooner. Provided, if at the final closing date the Buyer's application for a liquor license is still pending, the final closing date shall be delayed until such time as Buyer receives the liquor license. At closing, Seller will deliver to Buyer bills of sale with covenants of warranty, assignments, endorsements, and other good and sufficient instruments of transfer and conveyance as in the opinion of Buyer's counsel shall be effective to vest in Buyer good and marketable title to all non-real estate assets being sold hereby. Title to the real estate shall be transferred to Buyer by warranty deed. The Buyer will take full possession of all sums in the escrow checking account.

13. Litigation. Seller warrant there is no litigation proceeding or pending or to the knowledge of Seller, threatened against or relating to Seller, Seller's property or business, nor does Seller know or have any reasonable grounds to know of any basis for such action or any government investigation relating to Seller, Seller's property, or Seller's business.

14. Reliance by Buyer on Seller's Representations. Seller agrees and understands that the representations and warranties made by Seller herein are with the knowledge and expectation that the Buyer places complete reliance thereon.

15. Conduct of business Pending Temporary Possession. Buyer covenants that pending the granting of a liquor license, pursuant to the terms hereof, that the business will be conducted only in the ordinary course of business, and that it will maintain normal business operating hours.

16. Absence of Certain Changes. Seller warrants that from and after the date of execution of this agreement and prior to temporary possession there shall not be:

- (a) Any change in the operation of the business other than changes in the ordinary course of business, none of which has been materially adverse;
- (b) Any damage, destruction, or loss, whether or not covered by insurance, materially or adversely affecting the Seller's properties or business;
- (c) Any event or condition or any change materially or adversely affecting the company's business or prospects.

17. Loss or Damage. In the event, prior to final closing, there is loss or damage from any cause whatsoever to any property of the business materially and adversely affecting Seller's business, either party shall have the option of terminating this agreement and the earnest money deposit will be refunded to the Buyer and the escrow checking account will be disbursed as set forth previously.

18. Title to Property. The Seller warrants that they have good and marketable title to the properties and assets sold hereunder; and at closing the assets sold shall be subject to no mortgage, pledge, lien encumbrance, security interest or charge, except those recited hereinabove as to which Buyer is, pursuant to the terms hereof, taking subject to and assuming.

19. Termite Inspection. Buyer may, at Buyer's expense, have a termite and wood destroying insect inspection of the building conducted. Should evidence of termite or wood destroying insects be found, the building shall be treated at Seller's expense. Buyer agrees to accept the treated property. If there is visible evidence of previously treated infestation which is now inactive, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense, however, if the costs required for treatment and/or repairs exceeds \$500.00, and Seller does not elect to pay the additional costs, Buyer shall have the option of declaring this agreement null and void and shall be entitled to a refund of the earnest money. If the Buyer has not obtained such inspection prior to closing, Buyer shall have waived the inspection.

20. Expenses During Temporary Possession. During the period of time that the Buyer is in temporary possession, pursuant to the terms hereinabove, the Buyer will pay all day to day operating expenses, including wages and utilities. The parties understand that these expenses may require Buyer to contribute their own funds to the escrow checking account to meet such expenses. The parties further agree that all such expenditures and all receipts for and from the operation of the business shall be made through and into the escrow checking account.

21. Binding Agreement. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of each party.

22. Liquidated Damages. If Buyer wrongfully fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

23. Hold Harmless.

(a) Buyer shall hold Seller harmless from all liability arising during the time Buyer is in temporary possession, liability attributable to the actions of or negligence of the Seller excepted.

(b) Seller shall indemnify and hold Buyer harmless from any cost, obligation, claim, expense, debt, cause of action, or other liability of Seller of any kind or nature, arising prior to the preliminary closing date, including but not limited to any other federal or state or other tax liabilities known or unknown, existing, or arising from operations of Seller, or any debt, obligation or liability to any employee.

24. Insurance. Pending final closing, all existing insurance policies, including liability and casualty shall remain in place. To the extent it is permitted, Buyer may request the liability policy to be amended to include Buyer as an additional insured. Any additional premium charged for the addition of the Buyer as an additional insured will be Buyer's expense. Buyer understands that Seller is not representing to Buyer that the present insurance is or is not adequate. Buyer shall be free to purchase such additional insurance as Buyer deems appropriate, provided, all such insurance shall be at Buyer's sole expense.

25. Assignment. Neither Buyer nor Seller shall, prior to closing, assign or in any manner transfer this Agreement, or any interest therein, without the prior written consent of the other party, except as may be necessary to obtain financing prior to the execution of this Agreement. Provided however, Seller hereby authorizes Buyer to assign Buyer's interest in this Agreement, as to the Purchased Property in Section 1.A., B., D., and E., to a limited liability company or corporation controlled by Buyer. Additionally, Buyer hereby authorizes Seller to assign Seller's rights to payment in this Agreement to a member of Seller and Seller authorizes Buyer to rely on Seller's member's direction to do so.

In witness whereof, the parties have hereunto set their hands on this 6th day of March, 2020.

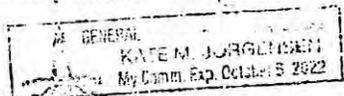
M. BIRNS, LLC, a Nebraska Limited Liability Company Seller

By [Signature]
Marcus Birns, Sole Member

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me a Notary Public on March 5
2020, by Marcus Birns, sole member of M. BIRNS, LLC, a Nebraska Limited Liability Company.

[Signature]
Notary Public

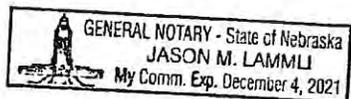


[Signature]
Michelle L. Hammet, Buyer

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me a Notary Public on March
6, by Michelle L. Hammet, a single person

[Signature]
Notary Public



3-25-2020

Alcohol inventory

Black Velvet 1 liter bottle- 10

Maker's Mark 46 750 ml bottle- 2

Jim Beam 1 liter bottle- 3

Jack Daniel's 1 liter bottle- 4

Jose Cuervo silver 1 liter bottle- 6

Bacardi 1 liter bottle- 6

Captain Morgan 1 liter bottle- 11

Windsor 1 liter bottle- 14

Cherry Windsor 1 liter bottle- 1

Seagram's 7 1 liter bottle- 2

Dr. McGuillicuddy's Cherry 1 liter bottle- 9

Bacardi limon 1 liter bottle-4

Malibu Passionfruit 1 liter bottle- 5

Malibu 1 liter bottle-3

Chase Vodka 1 liter bottle- 12

Country club gin 1 liter bottle- 9

Santa cruz rum 1 liter bottle- 3

Dekuyper Amaretto 1 liter bottle- 1

Dekuyper Peachtree 1 liter bottle- 8

Southern Comfort 1 liter bottle- 4

Phillip's Blackberry Brandy 1 liter bottle- 7

Seagram's 7 honey 750 ml bottle- 1

Seagram's 7 apple 750 ml bottle- 1

Tito's Vodka 1 liter bottle- 7

Jeremiah Weed 750 ml bottle-5

Kamora 1 liter bottle- 3

Skrewball whiskey 1 liter bottle- 8
Dekuyper rootbeer schnapps 1 liter bottle- 3
Dekuyper Buttershots 1 liter bottle- 1
Dekuyper Melon 1 liter bottle- 2
Dekuyper Watermelon pucker 1 liter bottle- 5
Dekuyper cherry pucker 750 ml bottle- 2
Dekuyper apple pucker 1 liter bottle-3
UV Cherry vodka 1 liter bottle- 3
UV Blue vodka 1 liter bottle- 3
UV cake vodka 1 liter bottle- 3
Maui tropical 1 liter bottle- 3
Maui Blue Hawaiian 1 liter bottle- 3
Tanqueray 1 liter bottle-2
Tanqueray Rangpur 750 ml bottle- 2
Jagermeister 1 liter bottle- 15
Juarez triple sec 1 liter bottle- 2
Dr. McGuillicuddy's Vanilla 1 liter bottle-2
Canadian Springs Whiskey 1 liter bottle- 1
Kessler 1 liter bottle- 1
Forty Creek whiskey 750 ml bottle-1
Jose Cuervo gold 1 liter bottle- 1
Captain Morgan white rum 1 liter bottle- 1
Smirnoff Ruby Red Grapefruit 1 liter bottle- 2
Belvedere ginger 750 ml bottle- 2
American Anthem vodka 750 ml bottle- 2
UV Grape vodka 1 liter bottle- 1
Bailey's Almonde 750 ml bottle- 1
UV lemonade vodka 1 liter bottle- 1
Belvedere vodka 750 ml bottle- 2

Smirnoff strawberry vodka 1 liter bottle- 1
Dekuyper vanilla schnapps 750 ml bottle- 1
Rondiaz rum 750 ml bottle- 1
Captain morgan cannonball apple 750 ml bottle- 3
Captain morgan cannonball 750 ml bottle-2
Crown Royal apple 1 liter bottle- 4
Crown Royal 1 liter bottle- 5
Crow Royal Peach 750 ml bottle- 3
Fireball whiskey 1 liter bottle- 5
Phillip's peppermint schnapps 1 liter bottle- 1
Absolute vodka 1 liter bottle- 1
Rebel Yell 750 ml bottle-3
Kinky aloha 750 ml bottle- 1
Kinky blue 750 ml bottle-1
Pendelton whiskey 1 liter bottle- 8
Chase Bourbon 750 ml bottle- 1
Jim Beam red stag 1 liter bottle- 1
Revel stoke 750 ml bottle- 1
Jim Beam Honey 1 liter bottle- 1
Jameson 1 liter bottle- 1
Windsor 175 bottle- 1
Revel Stoke spiked 750 ml bottle- 1
Chivas Regal 1 liter bottle- 1
Johnny Walker Red Lable 1 liter bottle- 1
Phillip's Brandy 1 liter bottle-1
Phillip's Scotch 1 liter bottle- 1
Smirnoff Citruss vodka 1 liter bottle-1
Pinnacle Tropical punc vodka 750 ml bottle- 1
Kinky pink 750 ml bottle- 1

Phillip's Sloe Gin 1 liter bottle-1

Dekuyper hot damn 1 liter bottle- 1

Sambuca 750 ml bottle- 1

Beer Inventory

Sam Adams Cold Snap 12 oz bottles- 4

PBR Hard coffee cans- 27

Mike's Hard lemonade bottles- 19

Miller Lite cans- 23

Miller Lite bottles- 48

Coors Lite bottles- 153

Vanilla Blonde Ale bottles- 9

White Claw cans- 32

Bud light Chelada cans- 23

Busch NA cans- 24

Big Wave bottles- 32

PBR cans- 9

Budweiser Select 55 bottles- 47

Corona bottles- 25

Budweiser cans- 135

Michelob Ultra bottles- 175

Bud light cans- 228

Busch light bottles- 234

Busch light cans- 124

Budweiser bottles- 261

Budlight bottles- 477

Sam Adams boston Lager bottles- 5

Equipment and Furniture Inventory

Inside

3 tables, 30"

3 tables, 42"

17 stackable chairs

20 bar stools

1 pool table

1 ice machine

4 Televisions

1 large carryout cooler

1 stand up cooler

2 behind bar coolers

1 washing sink

1 service station/ice bin

Outside

10 bar stools

22 stackable chairs

2 tables, 42"

6 tables, 30"

Business Plan

Broken Antler

111 E 3rd St

Wayne, NE 68787

402-375-9990

The Broken Antler is an established business that has gone under different names over the last few decades. We serve customers age 21 years in age and older a variety of beer and cocktail beverages. Primarily we get customers 40 years in age and older, but we serve to college-age customers above 21 years in age as well. They can have a beer or cocktail in this establishment, or they can purchase off sale beer or liquor to go in unopened containers.

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 47626958
3/26/2020 12:09 PM

Status: **APPROVED**
Customer Name: M Hammer LLC
Account Number: ****7843
Routing Number: 104901513

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License	1	47273656	\$400.00
Applicant Name: Michelle Hammer			
Trade Name: Broken Antler			
Premises Address: 111 E 3rd St			
Premises City: Wayne			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$401.75

I authorize "" to electronically debit my account.

Clerk Copy - Must be retained

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: April 6, 2020

TO: Mayor Giese
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison 

At their meeting held on April 6, 2020, the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

Public Hearing: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne; Applicant: City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Schulz and seconded by Commissioner Sorensen to approve and forward a recommendation of approval to the City Council to amend the Future Land Use Map of the Comprehensive Plan for the City of Wayne, with the attached stated amendments and with the findings of fact being staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion carried.

JJH:cb

[Back to Top](#)

ORDINANCE NO. 2020-7

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

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

Section 1. On July 18, 2017, the City of Wayne adopted the “Comprehensive Plan” for the City of Wayne, Nebraska.

Section 2. The Planning Commission, upon review of the “Future Land Use Map” of the Comprehensive Plan on April 6, 2020, recommended approval of said amendments thereto, based upon the following “Finding of Fact:”

➤ Staff’s recommendation.

Section 3. The existing “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, is hereby repealed, and the amended “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, of which a copy thereof is attached hereto and incorporated herein by reference, shall now be made a part of said Comprehensive Plan.

Section 4. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2020.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Changes to Future Land Use Map within Two-Mile Planning Jurisdiction

Add Kardell land east of Northstar along E. 14th Street to Wayne Incorporated Area.

Add Lage area to Wayne Incorporated Area.

Add South Sherman area to Wayne Incorporated Area.

Change strip along the north side of Grainland Road from Public/Quasi-Public to Single Family Residential.

Change strip between houses on south side of Grainland Road and Floodplain from Parks/Recreation to Single Family Residential.

Eliminate Parks/Recreation areas along edge of Floodplain due to uncertainties of Floodplain area location.

FUTURE LAND USE MAP
 TWO-MILE PLANNING JURISDICTION
 Wayne, Nebraska
 2027

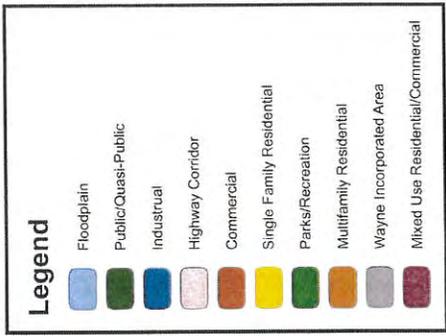
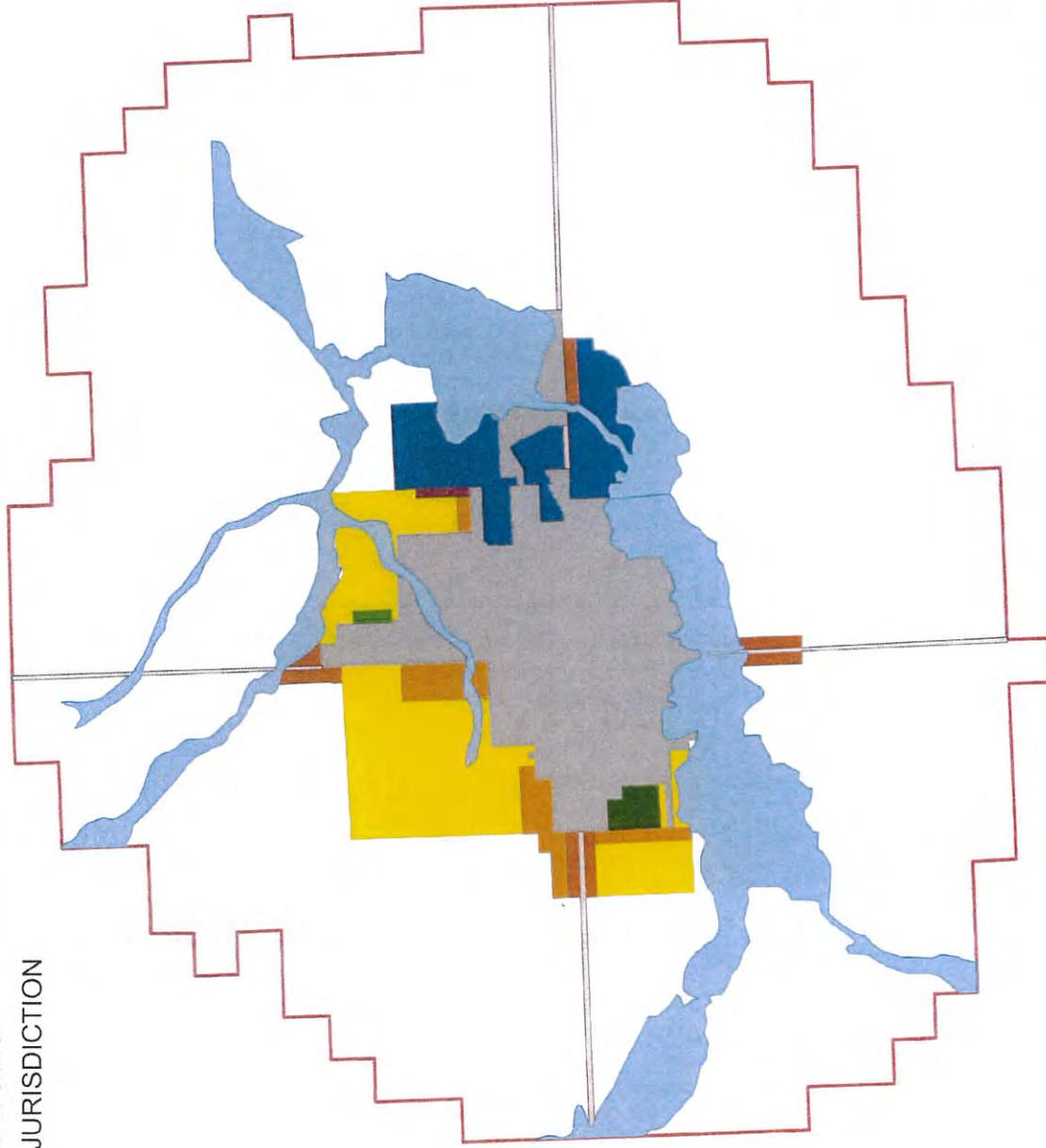


ILLUSTRATION 4.7

Wayne, Nebraska Comprehensive Plan - 2017-2027 4.19

Changes to Future Land Use Map within Corporate Limits

Add Kardell land east of Northstar along E. 14th Street as Mixed Use.

Change Brookdale from Multifamily to Public/Quasi-Public.

Change area around Brookdale from Multifamily to Single Family.

Add Beaumont north of golf course as Commercial.

Change ESU Tower school from Multifamily to Public/Quasi-Public.

Change open field south of ESU Tower school from Multifamily to Mixed Use.

Change Viken Park from Parks/Recreation to Public/Quasi-Public.

Change area between WSC and Providence Road north of E. 10th Street and south of PMC from Single Family to Public/Quasi-Public.

Change First National Bank Omaha from Industrial to Commercial.

Change Sports Club Inn property from Public/Quasi-Public to Commercial.

Change Nebraska Street Park from Parks/Recreation to Public/Quasi-Public.

Change B-3 areas adjacent to B-2 from Commercial to Mixed Use.

Change areas south of Cobblestone Inn from Commercial to Multifamily.

Change lagoon area excluding Treatment Plant and small area south of it for expansion from Public/Quasi-Public to Parks/Recreation.

Change houses on the east side of Quality Food Center and west of Wayside Lane from Multifamily to Commercial.

Add Lage area as Mixed Use.

Change area south of Fairgrounds Avenue and east of Main Street that was Multifamily to Mixed Use.

Change area south of Clark Street and west of Main Street to match property lines.

Change County Shed building on S. Lincoln Street from Industrial to Mixed Use to match new property lines.

Change Multifamily areas along N Main to Mixed Use.

Change Single Family area along W. 7th out to Pac-N-Sav to Mixed Use.

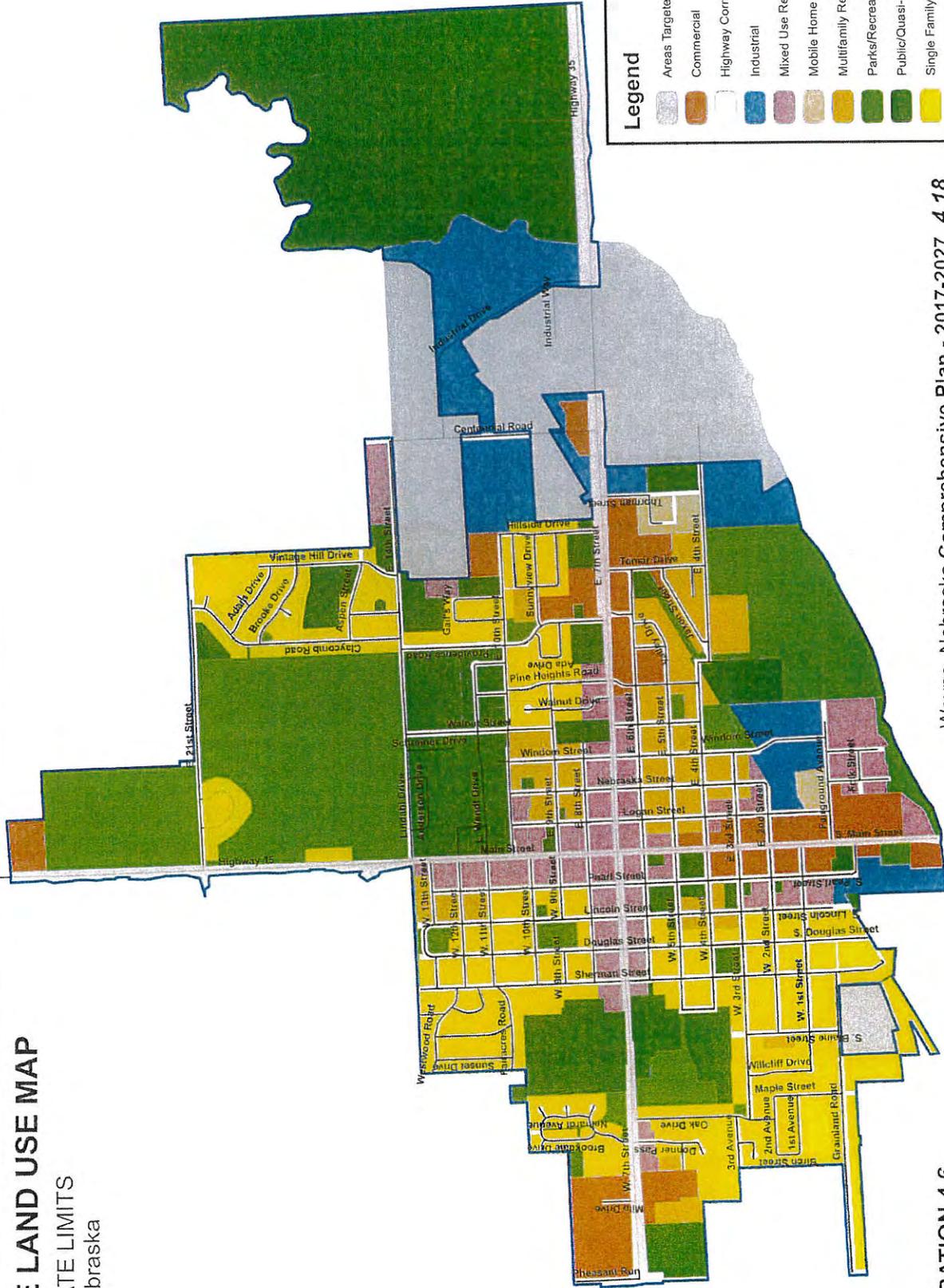
Change church west of Courthouse from Single Family to Public/Quasi-Public.

Add South Sherman area as Single Family and Public/Quasi-Public.



FUTURE LAND USE MAP

CORPORATE LIMITS
Wayne, Nebraska
2027



Wayne, Nebraska Comprehensive Plan - 2017-2027 4.18

ILLUSTRATION 4.6

Progress Estimate

Contractor's Application

For (Contract):		2019 Nebraska Street Improvements CDBG No. 16-CD-208		Application Number: 2							
Application Period:		6/4/2019 - 4/10/2020		Application Date: 4/10/2019							
Bid Item No.	Item Description	Contract Information			C	D	E	F		G	
		Item Quantity	Units	Unit Price				Total Value of Item (\$)	Total Completed and Stored to Date (D + E)		% (F / B)
GROUP B											
1	Mobilization	1	LS	\$50,000.00		0.25	\$12,693.00		\$12,693.00	25.4%	\$37,307.00
2	Temporary Traffic Control Measures	1	LS	\$7,500.00		0.25	\$1,875.00		\$1,875.00	25.0%	\$5,625.00
3	Clearing and Grubbing	1	LS	\$4,500.00		0.50	\$2,250.00		\$2,250.00	50.0%	\$2,250.00
4	Excavation, Established Quantity	1,060	CY	\$10.00							\$10,600.00
5	Remove Pavement	6,957	SY	\$5.00		1.030	\$5,130.00		\$5,130.00	14.8%	\$29,635.00
6	Remove Concrete Sidewalk	3,946	SF	\$2.00							\$7,892.00
7	Subgrade Stabilization	6,504	SY	\$14.16			\$92,096.64				\$92,096.64
8	8" Concrete Pavement	6,504	SY	\$67.50			\$439,020.00				\$439,020.00
9	6" Concrete Driveway	768	SY	\$64.46			\$49,505.28				\$49,505.28
10	5" Concrete Sidewalk	4,229	SF	\$6.86			\$29,010.94				\$29,010.94
11	Detectable Warning Panels	256	SF	\$44.00			\$11,264.00				\$11,264.00
12	Crushed Rock Surface Course	21	TONS	\$55.00			\$1,155.00				\$1,155.00
13	Modular Block Retaining Wall	120	SF	\$75.00			\$9,000.00				\$9,000.00
14	Remove Storm Sewer Pipe	2,504	LF	\$10.00			\$25,040.00				\$25,040.00
15	Remove Storm Sewer Structure (< 6' deep)	19	EA	\$500.00			\$9,500.00				\$9,500.00
16	Remove Storm Sewer Structure (> 6' deep)	5	EA	\$1,000.00			\$5,000.00				\$5,000.00
17	Storm Sewer Manhole, 72"x54"	1	EA	\$6,000.00			\$6,000.00				\$6,000.00
18	Storm Sewer Manhole, 72"x42"	1	EA	\$5,500.00			\$5,500.00				\$5,500.00
19	Storm Sewer Manhole, 72"x36"	1	EA	\$5,000.00			\$5,000.00				\$5,000.00
20	Storm Sewer Manhole, 60"x36"	5	EA	\$4,500.00			\$22,500.00				\$22,500.00
21	Storm Sewer Manhole, 54"x36"	1	EA	\$4,250.00			\$4,250.00				\$4,250.00
22	Storm Sewer Manhole, 42"x36"	1	EA	\$4,000.00			\$4,000.00				\$4,000.00
23	Drop Curb Inlet w/ Grate	1	EA	\$4,500.00			\$4,500.00				\$4,500.00
24	Steel Curb Inlet w/ Grate	1	EA	\$5,000.00			\$5,000.00				\$5,000.00
25	Curb Inlet (v=8')	19	EA	\$4,500.00			\$85,500.00				\$85,500.00
26	48" RCP, Class III	386	LF	\$150.00			\$57,900.00				\$57,900.00
27	42" RCP, Class III	653	LF	\$125.00			\$81,625.00				\$81,625.00
28	36" RCP, Class III	517	LF	\$100.00			\$51,700.00				\$51,700.00
29	30" RCP, Class III	55	LF	\$80.00			\$4,400.00				\$4,400.00
30	24" RCP, Class III	204	LF	\$60.00			\$12,240.00				\$12,240.00
31	18" RCP, Class III	180	LF	\$40.00			\$7,200.00				\$7,200.00
32	15" RCP, Class III	284	LF	\$35.00			\$9,940.00				\$9,940.00
33	Concrete Collar, 48"	1	EA	\$1,000.00			\$1,000.00				\$1,000.00
34	Concrete Collar, 30"	1	EA	\$750.00			\$750.00				\$750.00
35	Concrete Collar, 24"	1	EA	\$600.00			\$600.00				\$600.00

Progress Estimate

Contractor's Application

For (Contract):		2019 Nebraska Street Improvements		Application Number: 2											
CDBG No. 16-CD-208		Application Date: 4/10/2019		Application Date: 4/10/2019											
Application Period: 6/4/2019 - 4/10/2020		Application Date: 4/10/2019		Application Date: 4/10/2019											
Item		Contract Information		B		C		D		E		F		G	
Bid Item No.	Description	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 - F)				
36	Concrete Collar, 15"	1	EA	\$500.00	\$500.00						\$500.00				
37	Storm Sewer Tap, 15"	1	EA	\$1,000.00	\$1,000.00						\$1,000.00				
38	Remove Water Main	175	LF	\$12.00	\$2,100.00						\$2,100.00				
39	6" PVC Water Main, DR 18	45	LF	\$45.00	\$2,025.00						\$2,025.00				
40	Water Main Loop, 6"	40	LF	\$135.00	\$5,400.00						\$5,400.00				
41	Water Main Loop, 8"	90	LF	\$105.00	\$9,450.00						\$9,450.00				
42	1" PE Water Service (SDR 11)	251	LF	\$18.00	\$4,518.00						\$4,518.00				
43	6" x 1" Saddle	1	EA	\$450.00	\$450.00						\$450.00				
44	1" Curb Stop and Box	1	EA	\$500.00	\$500.00						\$500.00				
45	Water Service Loop, 1"	220	LF	\$24.81	\$5,458.20						\$5,458.20				
46	4" Insulation of Water Main	2	EA	\$350.00	\$700.00						\$700.00				
47	6" Gate Valve and Box, MJ	1	EA	\$1,800.00	\$1,800.00						\$1,800.00				
48	Adjust Manhole to Grade	5	EA	\$1,000.00	\$5,000.00						\$5,000.00				
49	Adjust Valve Box to Grade	8	EA	\$250.00	\$2,000.00						\$2,000.00				
50	Adjust Curb Stop to Grade	1	EA	\$150.00	\$150.00						\$150.00				
51	Curb Inlet Sediment Filter	21	EA	\$200.00	\$4,200.00						\$4,200.00				
52	Seeding, Fertilizer	3,850	SY	\$1.25	\$4,812.50						\$4,812.50				
53	Erosion Control Mat, Class 1D	3,850	SY	\$1.75	\$6,737.50						\$6,737.50				
Group C															
1	Cold Milling - Salvage to Owner	6,504	SY	\$3.75	\$24,390.00	6,504	\$24,390.00		\$24,390.00	100.0%					
Totals					\$1,236,665.06		\$46,358.00		\$46,358.00	3.7%	\$1,190,307.06				



[Back to Top](#)

April 10th, 2020

Attn: Mr. Cale Giese
306 Pearl Street, Wayne, Nebraska, 68787

City of Wayne Nebraska, Emergency Lift Station Repairs
Reference: Pay Application # 1 First and Final Application

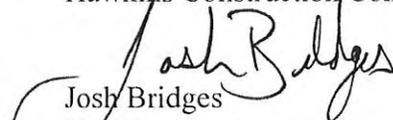
Mr. Giese

Please find Pay Application #1 for your acceptance for all of the Emergency Lift Station Repairs. Please remit payment at your earliest convenience net 30 days.

Thank you for the opportunity to assist the City of Wayne.

Respectfully,

Hawkins Construction Company


Josh Bridges
Vice President
402-221-7632
jbridges@hawkins1.com



2516 Deer Park Blvd.

Omaha, NE 68105

PH: 402.342.1607

FAX: 402.342.3221

MAILING ADDRESS

P.O. Box 9008

Omaha, NE 68109

www.hawkins1.com



2516 Deer Park Blvd
 Omaha, NE 68105
 Phone: 402.342.1607
 Fax: 402.342.3221

Invoice

1 FINAL

4-10-2020

City of Wayne Nebraska % Cale Giese 306 Pearl St. Wayne Ne, 68787	BALANCE DUE Upon Receipt \$92,299.00
--	--

Bill is for the lump sum of work for the repair of the in plant lift station at the Waste Water Treatment Plant in Wayne Nebraska. Please find the following pages of backup for work that has been completed.

Please remit payment to Hawkins Construction company at the above address please reference:

Job 11127

Code 01310-860

Item / Item Description	Qty / Hr Rate	Unit Cost	Total
1 Lump sum for Above description	1LS	\$92,299.00	\$92,299.00
		Subtotal	\$92,299.00
TOTAL			\$92,299.00

FINAL BILLING



Project Name: Job Name Wayne Ne lift station emergency repairs

Hawkins bill no. 1 Date: 10-Apr-20

Description: 1
emergency repair billing

Hawkins Costs:

ACTIVITY DESCRIPTION	QUANTITY	UNIT EQUIP.	EQUIP. COST	UNIT MATERIALS	MATERIAL COST	UNIT LABOR	LABOR COST	TOTALS
Supervision	4.0 wks	345.55	\$1,382		-----	1977.00	\$7,908	\$9,290
Mobilization, safety,			-----		-----		-----	-----
phone, insurance,	1.0 LS	115.00	\$115		-----	374.00	\$374	\$489
temp scaffolding	1.0 LS		-----		-----	772.00	\$772	\$772
perdiem 150/dy/guy	36.0 day		-----	150.00	\$5,400		-----	\$5,400
clean wet well	1.0 LS		-----		-----	1137.00	\$1,137	\$1,137
remove pumps, pipe	1.0 LS		-----		-----	753.00	\$753	\$753
grouting	1.0 LS		-----		-----		-----	-----
reset bases and pipe	1.0 LS		-----		-----	1984.00	\$1,984	\$1,984
rework/replace wall			-----		-----		-----	-----
supports	1.0 LS	46.00	\$46		-----	1052.00	\$1,052	\$1,098
reinstall pumps	1.0 LS		-----		-----	294.00	\$294	\$294
plug manholes	1.0 LS		-----		-----	275.00	\$275	\$275
sump pumps/hoses	1.0 LS		-----		-----	375.00	\$375	\$375
			-----		-----		-----	-----
forklift rent(includes tax)	1.0 LS		-----	2402.16	\$2,402		-----	\$2,402
waldirger excludes tax	1.0 LS		-----	3901.40	\$3,901		-----	\$3,901
lumber (includes tax)	1.0 LS		-----	115.05	\$115		-----	\$115
hilti epoxy (no tax)	1.0 LS		-----	1001.11	\$1,001		-----	\$1,001
lincoln winwater			-----		-----		-----	-----
(no tax) 2 invoices	1.0 LS		-----	12454.32	\$12,454		-----	\$12,454
dxp sniffer calibration			-----		-----		-----	-----
(includes tax)	1.0 LS		-----	101.65	\$102		-----	\$102
total tool (includes tax)			-----		-----		-----	-----
7 invoices	1.0 LS		-----	2576.30	\$2,576		-----	\$2,576
united rent(includes tax)	1.0 LS		-----	1415.81	\$1,416		-----	\$1,416
menards (includes tax)	1.0 LS		-----	82.78	\$83		-----	\$83
pacnsave(includes tax)	1.0 LS		-----	17.49	\$17		-----	\$17
boomgaar (inc. tax)	1.0 LS		-----	67.37	\$67		-----	\$67
boomgaar (inc. tax)	1.0 LS		-----	57.73	\$58		-----	\$58
			-----		-----		-----	-----
TOTALS			\$1,543		\$29,592		\$14,924	\$46,059

Miscellaneous:

Burden	47.00% of Labor	\$7,014.00	
Sales Tax	0.00% of Material	\$0.00	
	Miscellaneous Subtotal:	\$7,014.00	\$7,014.00
	Hawkins Total:		\$53,073.00

Subcontracts:

1) McGill	\$27,187	
2)	\$0	
SUBCONTRACT TOTAL:	\$27,187.00	\$27,187.00

Mark-ups:

Cost of Work Subtotal	\$80,260.00
15% O & P on Hawkins Work	\$7,961.00
15% O & P on Subcontract Work	\$4,078.00
Subtotal:	\$92,299.00
1.01% Bond	\$0.00
	\$92,299.00



DUKE AERIAL, INC.
 DUKE AERIAL EQUIPMENT INC.
 3400 NEBRASKA AVENUE COUNCIL BLUFFS, IA 51503
 PHONE: 712.366.1800 FAX: 712.322.4463
 ATLANTIC OFFICE PHONE: 712.243.7972 FAX: 712.243.7945

INVOICE: 623270

CUSTOMER #: 100979
 BILLING TEL: 402-342-1607
 SITE TEL: 402-342-1607
 SALESMAN: JD WELCH
 CUSTOMER PO: 11127
 CONTRACT#: 293273
 INVOICE DATE: 04/08/2020

BILL TO:
 HAWKINS CONSTRUCTION
 2516 DEER PARK BLVD
 FAX & MAIL STMTS AND INVOICES
 OMAHA NE 68105

SHIP TO: [SITE #: 395]
 WASTE WATER TREATMENT PLANT
 205 DEARBORN
 WAYNE NE 68787

TERMS: NET 15

INVOICE NOTES:
 MATT 402-672-3628

THANKS - WE APPRECIATE YOUR BUSINESS!!!

RENTAL#	QTY	DESCRIPTION	STATUS	EXTENDED AMT
87112038	1.00	SJ643TH SKYJ FKL T CAB/HTR/FF	RTD	\$1,965.00
		METER OUT: 388.70	ME 414.00	USED: 25.30
			INCL 0.00	OVE \$0.00

RENTAL PERIOD: 2 WEEK(S) 3 DAY(S)
 DATE OUT: MAR 16/20 8:00AM BILLED THRU: APR 02/20 8:00AM

SUBTOTAL RENTALS: \$1,965.00

SERVICES#	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1		DELIVERY	\$140.00	\$140.00
2		PICKUP	\$140.00	\$140.00
SUBTOTAL SERVICES:				\$280.00

TAXES	TAXABLE	AMOUNT
NEBRASKA	\$2,245.00	\$123.48
N-516	\$2,245.00	\$33.68
SUBTOTAL TAXES:		\$157.16

GRAND TOTAL: \$2,402.16

REMIT PAYMENT TO: DUKE AERIAL INC. 65037 BOSTON ROAD ATLANTIC, IA 50022
 EQUIPMENT ON RENT UNTIL CUSTOMER CALLS FOR OFF RENT CONFIRMATION NUMBER 1-866-438-3853



THE WALDINGER CORPORATION

8802 South 121st Street La Vista, NE 68128-5529
PHONE 402-339-2666 FAX 402-339-5824

Invoice Date 04/09/2020
Invoice Number 52503T-001
Customer PO No. Job 11127 Code 02219-105
Terms Net 30 Days

Sold To: _____
275047
Hawkins Construction
PO Box 9008 Station C
Omaha NE 68109-0008

Job Location: _____
Hawkins- Wayne SS
8802 South 121st Street
LaVista NE 68128-5529

Description of Work

Furnish stainless type 316-2 - 4x4x 1/2" angles and 4 mounting plates with 5/8 bolts.

Item	Amount
Work Performed	3,901.40

Remit To:
The Waldinger Corporation
PO Box 1612
Des Moines, IA 50306-1612

Phone: 402-339-2666

Total Amount Due This Invoice \$ **3,901.40**



INVOICE

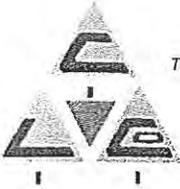
INV# 02365
JOB# 0-146DN
Customer Job #
Customer ID HAWKINS
Customer P.O.# 11127- code 01310-861
Invoice Date 03/26/20

Project: Wayne-WWTP
 205 Deerborne St
 Wayne NE 68787

To: Hawkins Construction Company
 2516 Deer Park Blvd.
 Omaha, NE 68105
 ATT: Josh Bridges

Contract Value	WO/Extra Total	Revised Contract Value	Progress To Date	Previously Billed
\$27,187.00	\$0.00	\$27,187.00	\$27,187.00	\$0.00

Reference#	Description	Amount
CONTRACT	Wayne-WWTP 11127- code 01310-861	27,187.00
Tax # TERMS: NET30 Net Thirty Days Past due accounts are subjected to a service charge of 1.5% per month		Sub Total \$27,187.00 0.00
		Total \$27,187.00



2387
THE Chicago Lumber Company
 OF OMAHA

CHICAGO LUMBER COMPANY
 PO BOX 3487
 1324 PIERCE STREET
 OMAHA, NE 68108
 TELEPHONE 402-342-0840
 FAX 402-344-8323

EMPLOYEE OWNED

REC'D MAR 23 2020

SOLD TO
 HAWKINS CONSTRUCTION COMPANY
 P O BOX 9008
 STATION 2
 OMAHA, NE 68109-0008
 402-342-1607

SHIP TO
 HAWKINS CONSTRUCTION COMPANY
 MISCELLANEOUS PRODUCT
 OMAHA, NE 68109-0008
 402-342-1607

SUB: 1106



Shipment #: 1

ACCOUNT #	CUSTOMER P.O.#		TERMS	ORDER #	ORDER DATE	SLSMN	INVOICE #	INVOICE DATE
10037			NET 10TH EOM	3068251	03/18/20	CM	3068251	03/19/20
ORDERED	BACKORDERED	SHIPPED	U/M	DESCRIPTION		PRICE	AMOUNT	
8	0	8	EA	wayne-emergency pair 11127 code 1540-100 4x4-10-#1 G/C TREATED SYP 4410TSYP		13.440	107.52*	
March 19, 2020 09:51:33					OT:CEY	1 / 1	MERCHANDISE	107.52
*****				SHIP VIA	WILL CALL			0.00
* INVOICE *						TAX	7.000%	7.53
*****						OMAHA NE		0.00
201				PAGE 1 OF 1		TOTAL		115.05

tax

A FINANCE CHARGE COMPUTED BY A PERIODIC RATE OF 1.33% PER MONTH (ANNUAL PERCENTAGE RATE 16) WILL BE MADE ON ALL PURCHASES NOT PAID FOR WITHIN 30 DAYS AFTER THE DATE SHOWN ON THE MONTHLY STATEMENT ON WHICH SUCH PURCHASES FIRST APPEAR.

THERE WILL BE A 15% HANDLING CHARGE ON RETURNS OF STANDARD MERCHANDISE. ALL RETURNS MUST BE ACCOMPANIED BY ORIGINAL RECEIPTS. NO RETURNS OF SPECIAL ORDER ITEMS. NO RETURNS AFTER 30 DAYS.

CUSTOMER COPY

ORIGINAL INVOICE



4148

INVOICE NUMBER: 4615489550
 INVOICE DATE: 03/06/2020
 CUSTOMER P.O. NUMBER:
 JOB11127 2219-105

DUNS: 00-117-3525
 FEDERAL ID: 06-0732334

CUSTOMER ACCT: 10845142
 197680 0309 0 000445 000445 01/01 001

HAWKINS CONSTRUCTION
 PO BOX 9008
 OMAHA NE 68109-0008

Delivery Address:
 HAWKINS CONSTRUCTION
 6820 J ST
 OMAHA NE 68117-1016
 ATTN: MATT BOUCHER
 402-342-1607

REC'D MAR 16 2020

Page 1(1)

434

HILTI SALES REP: JAMES ROOB, TUS0570809 ORDER NUMBER: 615797510
 PAYMENT TERMS: 30 DAYS NET LOCATION ID: 16633918
 INVOICE DUE DATE: 04/05/2020
 SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
3496471	SHIPMENT NUMBER: 317725990 HYBRID ADH HY 200-A 11.1OZ/330ML 1MC + HDM 500/RE	1 EA		979.17	979.17	A
2022791	HYBRID ADH HY 200-A 11.1OZ/330ML		25 EA			
2101993	DISPENSER HDM 500 BOX		1 EA			
2007059	CARTRIDGE HOLDER RED HIT-CR 500		1 EA			
2007057	BLACK CARTRIDGE HIT-CB 500	1 EA	1 EA	21.94	21.94	A

Taxes: State: NE 5.50% \$ 55.06 County: 0.00% \$ 0.00 City: 1.50% \$ 15.02

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

SUB TOTAL	TOTAL TAX	TOTAL AMOUNT (USD)
\$1,001.11	\$70.08	\$1,071.19

Product Sales: 800-879-8000 Hilti Credit Dept: 800-950-6196 Mail all written inquiries to Hilti SDS available at: www.us.hilti.com Fax certificate to Tax Dept or mail with Website: www.us.hilti.com Hilti Credit Fax: 918-252-3910 PO Box 21148 Tulsa, OK 74121-1148 Hilti Tax Fax: 800-950-6605 payment to remit to address

CUSTOMER ACCOUNT	INVOICE	INVOICE DATE	PREPAYMENT	AMOUNT DUE (USD)	PAYMENT ENCLOSED
10845142	4615489550	03/06/2020		\$1,071.19	

BILL TO: HAWKINS CONSTRUCTION
 PO BOX 9008
 OMAHA NE 68109-0008

Delivery Address: HAWKINS CONSTRUCTION
 6820 J ST
 OMAHA NE 68117-1016
 ATTN: MATT BOUCHER
 402-342-1607

Please make checks payable to Hilti and remit in USD. A fee of \$ 25.00 is assessed for return checks. Material returns after 90 days are subject to a \$ 125 restocking fee. Chemicals returnable within 14 days by the case only. Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

REMIT TO

HILTI INC.
 PO BOX 70299
 PHILADELPHIA PA 19176-0299



0 10845142 4615489550 03062020 0000107119

Mail To:

5381

Original Invoice

LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

Page	Date Printed	Invoice No.
1	3/19/20	067902 01

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 14

REC'D MAR 23 2020

Sold To:

Ship To:

HAWKINS CONSTRUCTION COMPANY
PO BOX 9008

WAYNE CITY WASTE PLANT
205 DEARBORN ST

OMAHA, NE 68109-0008

WAYNE, NE 68787
WAYNE

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
00783-000205	11127 (01310-860)	038-ANDREW AILES	Stock		3/19/20

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/H	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
8	EA	8" 150# 316SS BOLT & NUT SET	0	B	39.2700		.00	.00	N
4	EA	8"X12'-0" FXF DI PIPE CL / PRIME	4		875.1700		.00	3,500.68	T
4	EA	8"X13'-0" FXPE DI PIPE CL / PRIME	4		810.8700		.00	3,243.48	T
1	EA	6"X2'-0" FXPE DI PIPE	1		150.2500		.00	150.25	T
1	EA	6"X2'-0" FXF DI PIPE	1		227.4200		.00	227.42	T
2	EA	6 DI FLANGED 90	2		136.7600		.00	273.52	T
4	EA	6 STD 1/8 RED RUBBER FF GSK	0	B	4.6900		.00	.00	N
4	EA	6-8 150# SS BOLT & NUT SET	0	B	27.6000		.00	.00	N
1	EA	6" STAINLESS STEEL SCREEN CARBON STEEL FOLLOWER FLANGE	1		82.7600		.00	82.76	T
4	EA	210800 8 MEGAFLANGE FLNG ADPTR *REMOVE ALLOY HARDWARE*	4		237.0700		.00	948.28	T
32	EA	3/4" X 6" 316SS HEX BOLT	0	B	6.7500		.00	.00	N
32	EA	3/4" 316SS HEX NUT	0	B	.8500		.00	.00	N
7	EA	LS400-S LINK SEAL	0	B	18.4600		.00	.00	N
36	FT	5/8" X 12' 316SS THREADED ROD	0	B	4.9100		.00	.00	N
50	EA	5/8" 316SS HEX NUT	0	B	.5700		.00	.00	N
50	EA	5/8" 316SS FLAT WASHER	0	B	.2500		.00	.00	N
12	FT	1/2" X 12' 316SS THREADED ROD	0	B	2.9300		.00	.00	N
25	EA	1/2" 316SS HEX NUT	0	B	.2800		.00	.00	N
25	EA	1/2" 316SS FLAT WASHER	0	B	.2000		.00	.00	N
85	FT	2" 304L SCH40SS PIPE 21'3"	0	B	8.8600		.00	.00	N
1	EA	PROTECTIVE SHIPPING TUBE	0	B	50.0000		.00	.00	N

USE TAX-Wayne
-589.85

Tax?

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
1% 10TH, NET 30TH
If Paid By 4/10/20 You May Deduct
Pay full balance by 4/25/20

84.26

Tax Area ID: NE - 281790410	Net Sales	8,426.39
State Tax % 5.500	Freight	.00
Local Tax % 1.500	State Tax	463.45
	Local Tax	126.40
	Invoice Amount	9,016.24

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

Original Invoice

Page	Date Printed	Invoice No.
1	3/27/20	067902 02

LINCOLN WINWATER WORKS CO.
515 NW 27TH STREET #2
LINCOLN, NE 68528

5381

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No .. : (402) 438-2992 DB# 20

Sold To

SHIP TO

HAWKINS CONSTRUCTION COMPANY
PO BOX 9008
OMAHA, NE 68109-0008

WAYNE CITY WASTE PLANT
205 DEARBORN ST
WAYNE, NE 68787
WAYNE

Customer Number	Customer Purchase Order	Salesperson	Type Shipment	Ship VIA	Date Shipped
00783-000205	11127 (01310-860)	038-ANDREW AILES	Stock		3/27/20

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
8	EA	8" 150# 316SS BOLT & NUT SET	8		39.2700		.00	314.16	N
8	EA	6 STD 1/8 RED RUBBER FF GSK	8		4.6900		.00	37.52	N
10	EA	6-8 150# SS BOLT & NUT SET	10		27.6000		.00	276.00	N
32	EA	3/4" 316SS HEX NUT	32		.8500		.00	27.20	N
7	EA	LS400-S LINK SEAL	7		18.4600		.00	129.22	N
36	FT	5/8" X 12' 316SS THREADED ROD	36		5.2200		.00	187.92	N
50	EA	5/8" 316SS HEX NUT	50		.5700		.00	28.50	N
50	EA	5/8" 316SS FLAT WASHER	50		.2500		.00	12.50	N
24	FT	1/2" X 12' 316SS THREADED ROD	24		3.3900		.00	81.36	N
50	EA	1/2" 316SS HEX NUT	50		.2800		.00	14.00	N
50	EA	1/2" 316SS FLAT WASHER	50		.2000		.00	10.00	N
85	FT	2" 304L SCH40SS PIPE 21'3"	85		8.8600		.00	753.10	N
1	EA	PROTECTIVE SHIPPING TUBE	1		50.0000		.00	50.00	N
1	EA	2-1/2" X 1/4" DI FILLER FLG	1		445.6300		.00	445.63	N
1	EA	2-1/4" X 1/4" DI FILLER FLG	1		445.6300		.00	445.63	N
1	EA	2" X 1/4" DI FILLER FLG	1		306.2600		.00	306.26	N
1	EA	1-1/2" X 1/4" DI FILLER FLG	1		306.2600		.00	306.26	N
24	EA	3/4 18-8 SS ALL THREAD	24		4.1000		.00	98.40	N
		304SS THREADED ROD							
35	EA	3/4" 304 SS HEX NUT	35		1.3900		.00	48.65	N
48	FT	3/8" X 12' 316SS THREADED ROD	48		2.0100		.00	96.48	N
50	EA	3/8" 316SS HEX NUT	50		.1300		.00	6.50	N
50	EA	3/8" 316SS FLAT WASHER	50		.0700		.00	3.50	N
50	EA	3/8" X 5" 304SS WEDGE ANCHOR	50		2.0500		.00	102.50	N
8	EA	8 STD 1/8 RED RUBBER FF GSK	8		7.0700		.00	56.56	N
32	EA	3/4"X6" SS HEX BOLT	32		5.0900		.00	162.88	N
32	EA	3/4" SS FLAT WASHER	32		.8500		.00	27.20	N

Interest: Monthly Service Charge May Be Applied To Past Due Accounts.

1st 10TH, NET 30TH

If Paid By 5/10/20 You May Deduct

Pay full balance by 5/25/20

40.28

Tax Area ID:	Net Sales	6,027.93
NE - 261790610	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	4,027.93

pk

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcusa.



**New Remit
To Address:**

Suite OMW
9610 J St.
Omaha, NE 68127

Phone 402-593-7000
Fax 402-593-5225

DXP Enterprises, Inc.
PO Box 840511
Dallas, TX 75284-0511

INVOICE

INVOICE	
51253261	
Invoice Date	Page
03/10/20	1 of 1
ORDER NUMBER	
11109764	

Bill To:

HAWKINS CONSTRUCTION CO
PO BOX 9008
OMAHA, NE 68109-9008
US

Ship To:

HAWKINS CONSTRUCTION CO
2516 DEER PARK BLVD
OMAHA, NE 68105
US

Customer ID: 305117

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
11127-JOSH BRIDGES	Net 30	04/09/20	04/09/20	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
03/10/20	12745814	John Curtis	CTRACY

Quantities				Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size				

Carrier: WILL CALL

Tracking #: .

2.000	2.000	0.000	EA	(001) MIDSAP CALIBRATION INSTRUMENT CALIBRATION ✓ VENTIS: SN1404231-003, SN14102WO-001	EA	47.5000	95.00
-------	-------	-------	----	--	----	---------	-------

Total Lines: 1

SUB-TOTAL: 95.00
Total tax for invoice: 6.65 ✓
AMOUNT DUE: 101.65
USD



P.O. BOX 4069 ST. PAUL MN 55104
 Phone: 651-646-4056 Fax: 651-646-8610
 800#: 800-444-4899

8725

Invoice



INVOICE #	08631908
LOCATION	08
DATE	03/16/20
PAGE	1 of 1

BILL TO
 016360
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 PO BOX 9008
 OMAHA, NE 68109-0008

SHIP TO
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 OMAHA, NE 68109-0008

REC'D MAR 20 2020

ORDER NUMBER 08655613	ORDER DATE 03/13/20	CUSTOMER P/O NUMBER 11127CODE01310.860	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY JUDEVINE, JIMMY D.		CONTACT MATT BOUCHER	SHIP VIA SALESPERSON DELIVERY
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
---------------------	---------------	------------------	----------------------	-------	-----	-----------

PIP10102483 10BX N95 DUST MASK WITH EXHALATION VALVE F/PARTICLE	2	2	0	12.32	BX	24.64T
---	---	---	---	-------	----	--------

Sales Tax Charge: NEBRASKA @ 5.500% 1.35
 Sales Tax Charge: OMAHA @ 1.500% 0.37

THANK YOU FOR YOUR BUSINESS!

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
24.64	0.00	0.00	1.72	0.00	0.00	0.00	26.36

If paid before 03/26/20 deduct 0.25. This is for pick ticket 08655613-1



P.O. BOX 4069 ST. PAUL MN 55104
 Phone: 651-646-4055 Fax: 651-646-8610
 800#: 800-444-4899

Invoice

8725



INVOICE #	08631294
LOCATION	08
DATE	03/06/20
PAGE	1 of 1

BILL TO
 016360
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 PO BOX 9008
 OMAHA, NE 68109-0008

SHIP TO *REC'D MAR 12 2020*
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 OMAHA, NE 68109-0008

ORDER NUMBER 08655131	ORDER DATE 03/06/20	CUSTOMER P/O NUMBER 11127	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY JENSEN, JEFF S.		CONTACT MATT BOUCHER	SHIP VIA BEST WAY
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
LOUFE3240 40FT 300LB T1 FIBERGLASS EXTENSION LADDER ✓	1		1	483.00	EA	0.00N
LOUFE3232 32FT 300LB 1A FIBERGLASS EXTENSION LADDER ✓	1		1	378.77	EA	0.00N
POCC2002 6GAL .8HP ELECTRIC COMPRESSOR OIL FREE HAND CARRY 150PSI ✓	1	1	0	148.85	EA	148.85T
AH98108943 3/8IN X 50FT 300# EDPM PREMIUM RUBBER AIR HOSE W/ 1/4IN ENDS ✓	1		1	23.92	EA	0.00N
PE12-235 1/4IN FEMALE NPT NIPPLE	1	1	0	1.48	EA	1.48T
PE13235 1/4IN FEMALE NPT COUPLER	1	1	0	5.38	EA	5.38T

Sales Tax Charge: NEBRASKA @ 5.500% 8.56
 Sales Tax Charge: OMAHA @ 1.500% 2.34

Text? (circled 5.38T)

THANK YOU FOR YOUR BUSINESS!

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
155.71	0.00	0.00	10.90	0.00	0.00	0.00	166.61

If paid before 03/16/20 deduct 1.56. This is for pick ticket 08655131-3

P.O. BOX 4069 ST. PAUL MN 55104
Phone: 651-646-4055 Fax: 651-646-8610
800#: 800-444-4899

8725

Invoice



INVOICE #	08631293
LOCATION	08
DATE	03/06/20
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REC'D MAR 12 2020

BILL TO
016360
HAWKINS CONSTRUCTION/OMAHA
STATION C
PO BOX 9008
OMAHA, NE 68109-0008

SHIP TO
HAWKINS CONSTRUCTION/OMAHA
STATION C
OMAHA, NE 68109-0008

ORDER NUMBER 08655103	ORDER DATE 03/06/20	CUSTOMER P/O NUMBER 11127 C 02119.105	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY JENSEN, JEFF S.		CONTACT MATT BOUCHER	SHIP VIA CUSTOMER WILL CALL
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
AWT505506 16GA REBAR TIE WIRE 3-1/2LB ROLL	2	2	0	5.66	EA	11.32T
WA11-T042 4-1/2IN X .045 X 7/8IN STEEL CUTOFF WHEEL TYPE 27	25	25	0	3.93	EA	98.25T
DW4514 4-1/2IN X 1/4IN X 7/8IN METAL GRINDING WHEEL TYPE 27	6	6	0	1.76	EA	10.56T
DW4926 4IN X .020 X 5/8-11 WIRE WHEEL STEEL STRINGER BEAD	2	2	0	15.17	EA	30.34T
MW48-00-5787 9IN 14T SAWZALL BLADE TORCH DEMOLITION METAL CUTTING 5PK	1	1	0	21.26	EA	21.26T
TYTDT260710S 2IN X 60YD SILVER DUCT TAPE CONTRACTOR GRADE	2	2	0	10.18	EA	20.36T
ORS312-WB-101 HOTSPOTTER ALL PURPOSE PROPANE TORCH W/ 10FT HOSE WB-101	1	1	0	111.80	EA	111.80T

Tot?

Sales Tax Charge: NEBRASKA @ 5.500% 16.71
Sales Tax Charge: OMAHA @ 1.500% 4.56

THANK YOU FOR YOUR BUSINESS!

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
303.89	0.00	0.00	21.27	0.00	0.00	0.00	325.16

If paid before 03/16/20 deduct 3.04. This is for pick tickets 08655103-1 & more.



P.O. BOX 4069 ST. PAUL MN 55104
 Phone: 651-646-4055 Fax: 651-646-8610
 800#: 800-444-3899

87205

Invoice



INVOICE #	08631292
LOCATION	08
DATE	03/06/20
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REC'D MAR 12 2020

BILL TO
 016360
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 PO BOX 9008
 OMAHA, NE 68109-0008

SHIP TO
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 OMAHA, NE 68109-0008

ORDER NUMBER 08655102	ORDER DATE 03/06/20	CUSTOMER P/O NUMBER 11127 C 02219.102	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY JENSEN, JEFF S.		CONTACT MATT BOUCHER	SHIP VIA CUSTOMER WILL CALL
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
HUS541201736 1-1/4-7F TO 5/8-11M CORE BIT ADAPTER	1	1	0	51.33	EA	51.33T
HUS541404610 5/8-11F TO 1-1/4M THREADED DRY CORE BIT ADAPTER	1	1	0	74.09	EA	74.09T
HUS542791834 1IN TOTAL TOOL DIAMOND CORE BIT MEDIUM BOND 5/8-11 THREAD	1	1	0	82.30	EA	82.30T
Sales Tax Charge: NEBRASKA @ 5.500%						11.42
Sales Tax Charge: OMAHA @ 1.500%						3.12

THANK YOU FOR YOUR BUSINESS!

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
207.72	0.00	0.00	14.54	0.00	0.00	0.00	222.26

If paid before 03/16/20 deduct 2.08. This is for pick ticket 08655102-1

8705

Invoice



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DATE	03/06/20
PAGE	1 of 2

BILL TO
016360
HAWKINS CONSTRUCTION/OMAHA
STATION C
PO BOX 9008
OMAHA, NE 68109-0008

SHIP TO **REC'D MAR 12 2020**
HAWKINS CONSTRUCTION/OMAHA
STATION C
OMAHA, NE 68109-0008

ORDER NUMBER 08655101	ORDER DATE 03/06/20	CUSTOMER P/O NUMBER 11127 C 01450.120	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY JENSEN, JEFF S.		CONTACT MATT BOUCHER	SHIP VIA CUSTOMER WILL CALL
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
CSMK615-019TOTALTOOL 36PR CLASS-B FIRST AID KIT W/ METAL BOX & TOTAL TOOL LOGO	1	1	0	77.23	EA	77.23T
CSMR511-018 16OZ BOTTLE EYE WASH SOLUTION	6	6	0	10.90	EA	65.40T
CRWCL110 CHECKLITE CLEAR LENS SAFETY GLASSES W/ CLEAR FRAMES	12	12	0	1.10	EA	13.20T
HONLL-30 NRR32 CORDED FOAM EAR PLUG LASER LITE 100BX	100	100	0	0.32	PR	32.00T
HON4178CLBP 8IN X 16-1/2IN WIDE VIEW CLEAR FACESHIELD WINDOW .060"	8	8	0	5.42	EA	43.36T
SUR14391 ALUMINUM FACESHIELD HARD HAT ADAPTER W/ COIL SPRING	3	3	0	12.18	EA	36.54T
PIP58-8035DD LG 14IN GREEN PVC DIPPED GLOVE W/ JERSEY LINER ROUGH FINISH	6	6	0	3.52	EA	21.12T
PIP34-874/L LG MAXIFLEX NYLON KNIT GLOVES W/ MICRO FOAM COATED GRIP #9	24	24	0	5.12	PR	122.88T

Continued



P.O. BOX 4069 ST. PAUL MN 55104
 Phone: 651-846-4055 Fax: 651-846-8610
 800#: 800-444-4899

Invoice



INVOICE #	08631291
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DATE	03/06/20
PAGE	2 of 2

BILL TO
 016360
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 PO BOX 9008
 OMAHA, NE 68109-0008

SHIP TO
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 OMAHA, NE 68109-0008

ORDER NUMBER 08655101	ORDER DATE 03/06/20	CUSTOMER P/O NUMBER 11127 C 01450.120	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY JENSEN, JEFF S.		CONTACT MATT BOUCHER	SHIP VIA CUSTOMER WILL CALL
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
BOM3PR0290YX XL 3PC LINED PVC YELLOW RAIN SUIT W/ DETACHABLE HOOD	2	2	0	13.90	EA	27.80T
PWIPO25 25LB POLO WIPER RAGS	1	1	0	30.26	BX	30.26T
EM77-1004 3IN X 1000FT RED DANGER TAPE W/ BLACK INK	1	1	0	8.82	EA	8.82T
PRESS75YBKOG150-457 3/4IN X 150FT SAFETY SKIRT BARRICADE TAPE	2	2	0	23.51	EA	47.02T
EM71-1001 3IN X 1000FT YELLOW CAUTION TAPE W/ BLACK INK	1	1	0	8.09	EA	8.09T

Sales Tax Charge: NEBRASKA @ 5.500% 29.35
 Sales Tax Charge: OMAHA @ 1.500% 8.01

THANK YOU FOR YOUR BUSINESS!

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
533.72	0.00	0.00	37.36	0.00	0.00	0.00	571.08

If paid before 03/16/20 deduct 5.34. This is for pick ticket 08655101-1



P.O. BOX 4069 ST. PAUL MN 55104
 Phone: 651-846-4055 Fax: 651-646-8610
 800#: 800-444-4899

8725

Invoice



INVOICE #	08631406
LOCATION	08
DATE	03/09/20
PAGE	1 of 1

REC'D MAR 12 2020

BILL TO
 016360
 HAWKINS CONSTRUCTION/OMAHA
 STATION C
 PO BOX 9008
 OMAHA, NE 68109-0008

SHIP TO
 HAWKINS CONSTRUCTION
 205 DEERBORNE ST
 MATT BOUCHER
 402-672-3628
 WAYNE, NE 68787

ORDER NUMBER 08655131	ORDER DATE 03/06/20	CUSTOMER P/O NUMBER 11127 C 01540.100	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY JENSEN, JEFF S.		CONTACT MATT BOUCHER	SHIP VIA BEST WAY
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
LOUFE3240 40FT 300LB T1 FIBERGLASS EXTENSION LADDER ✓	1	1	0	483.00	EA	483.00T
LOUFE3232 32FT 300LB 1A FIBERGLASS EXTENSION LADDER ✓	1	1	0	378.77	EA	378.77T
AH98108943 3/8IN X 50FT 300# EDPM PREMIUM RUBBER AIR HOSE W/ 1/4IN ENDS	1	1	0	23.92	EA	23.92T
HUS542791691 1-1/2IN TOTAL TOOL DIAMOND CORE BIT MEDIUM BOND 5/8-11	1	1	0	104.43	EA	104.43T

Sales Tax Charge: NEBRASKA @ 5.500% 62.27
 Sales Tax Charge: WAYNE @ 1.500% 16.98

THANK YOU FOR YOUR BUSINESS!

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
990.12	0.00	0.00	79.25	141.96	0.00	0.00	1,211.33

If paid before 03/19/20 deduct 9.90. This is for pick tickets 08655131-4 & more.



PO BOX 860681 MINNEAPOLIS, MN 55486
 Phone: 651-646-4055 Fax: 651-646-8610
 800#: 800-444-4899

Invoice Reprint



INVOICE #	08633294
LOCATION	08
DATE	04/03/20
PAGE	1 of 1

BILL TO

016360
 HAWKINS CONSTRUCTION/OMAHA
 PO BOX 9008
 STATION C
 OMAHA, NE 68109-0008

SHIP TO

HAWKINS CONSTRUCTION/OMAHA
 STATION C
 OMAHA, NE 68109-0008

ORDER NUMBER 08655567	ORDER DATE 03/13/20	CUSTOMER P/O NUMBER 11127C.01310.860	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY WELTZ, JOSH A.		CONTACT MATT BOUCHER	SHIP VIA SALESPERSON DELIVERY
FREIGHT TERMS PREPAID & CHARGE OUTBOUND		JOB NUMBER	SALES REP JEFF JENSEN

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
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YR00955 10IN DIAM CORE BIT From 03/13/20 02:43PM To 04/03/20 11:33AM Rent Complete DAY: 50.00 WK: 0.00 MO: 80.00 MIC OUT _____ MIC IN _____	1	1	0	50.00	DAY	50.00T
--	---	---	---	-------	-----	--------

Sales Tax Charge: NEBRASKA @ 5.500% 2.75
 Sales Tax Charge: OMAHA @ 1.500% 0.75

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
50.00	0.00	0.00	3.50	0.00	0.00	0.00	53.50

If paid before 04/13/20 deduct 0.50. This is for pick ticket 08655567-1

91084

KEL U MAIL J-U 2020



TRENCH SAFETY
BRANCH 002
8616 SOUTH 135TH ST
OMAHA NE 68130-6506
402-933-2555
402-895-8947 FAX

4 WEEK BILLING INVOICE

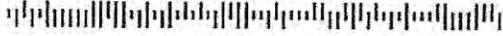
179723304-001

Job Site

11127
306 N PEARL ST
WAYNE NE 68787-1959

Office: 402-342-1607 Cell: 402-658-2591

2.11191MB0436 51413S21 p01 304328 1-1 0



HAWKINS CONSTRUCTION COMPANY
PO BOX 9008
STATION C
OMAHA NE 68109-0008

Customer # : 1178455
Invoice Date : 03/22/20
Date Out : 03/06/20 12:51 PM
Billed Through : 04/03/20 00:00
UR Job Loc : 306 N PEARL ST, WAYN
UR Job # : 86
Customer Job ID:
P.O. # : 11127
Ordered By : JOSH BRIDGES
Reserved By : JEREMIAH BLAIR
Salesperson : ROSS CARDA

Invoice Amount: **\$1,415.81**

Terms: Due Upon Receipt
Payment options: Contact our credit office 712-258-4583
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1		(2) 12-24 PLUGS SET TO DEAD. W/LIFTLINE 12" BLOWER		214.00	555.00	1342.00	
2	500/9525	PLUG MUNI-BALL 12"-24"					
2	500/8154	LIFT LINE 30'					
1	10607493	BLOWER AXIAL 12" ELECTRIC Make: ALLEGRO Model: 9543-25 Serial: 43-04561					

Rental Subtotal: 1,342.00
Agreement Subtotal: 1,342.00
Tax: 73.81
Total: **1,415.81**

COMMENTS/NOTES:

CONTACT: JOSH BRIDGES
CELL#: 402-658-2591

Billing period: 28 Days From 3/06/20 12:51 PM Thru 4/03/20 12:51 PM

USE TAX-Wayne
26.84

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - FREMONT
3600 East 24th Street
Fremont, NE 68025

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/23/20

If you have questions regarding the
charges on your receipt, please
email us at:
FRMTfrontend@menards.com



Sale Transaction

NON-SHRINK GROUT		
1891065	3 @16.97	50.91
135' LINE W/REEL GOLD		
2438840		4.49
16 OZ BRASS PLUMB BOB		
2436182		13.97
3M DUST MASK 15/PK		
2122256		7.99
TOTAL		77.36
TAX FREMONT-NE 7%		5.42
TOTAL SALE		82.78
Menard Commercial Card 4864		82.78
025049		
Swiped		
PO #	11127 2219 110	

TOTAL NUMBER OF ITEMS = 6

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
370

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, BRENDEN

71854 05 7774 03/25/20 11:56AM 3267

PAC 'N' SAVE

Your Local SUPER SAVINGS MARKET
Our Hours:
Monday-Sunday 7:30 A.M. to 10 P.M.
402-375-1202

Job 11127 SALE

MID: 00000000
TID: 918902
03/13/2020 11:39:10
Entry Method: Chip
Seq #: 014084
Approval Code: 019204

US DEBIT
CARD #: XXXXXXXXXXXX9547
AID: A0000000980840
TVR: 8000088000
IAD: 06010A03A0A000
TSI: 6800 ARC: 019204
TC: E50F16451A31C514
RRN: 014084

Total: USD\$ 17.49

APPROVED BY ISSUER

TAXABLE GROCERY

CLR X DIS LEM WIPES \$5.45 T
CLR X DIS LEM WIPES \$5.45 T
CLR X DIS LEM WIPES \$5.45 T

BALANCE DUE \$17.49
VISA \$17.49
[S] XXXXXXXXXXXX9547
Auth Code = 019204

CHANGE \$0.00

TAX-CODE TAXABLE-VAL TAX-VALUE
TAX 7X \$16.35 \$1.14

Total number of items sold = 3

CASHIER NAME: RHONDA
STORE:00290 REGISTER:001 CASHIER:0023
TICKET#:2993 13MAR2020 11:39:20

THANK YOU !
PAC 'N' SAVE MEAT DEPARTMENT
ONLY SELLS U.S.D.A. CHOICE BEEF
THERE IS A DIFFERENCE
NO CASH RETURNS
WITHIN 70 DAYS OF PURCHASE

*Please
reimburse
Mutt Bauche*

19 tx
9 tx
tx
tx

\$17.49

Job 11127

Code 01310-860

\$

Bomgaars

Job 11127

1400 West 7th St
Wayne, NE 68787
(402) 375-2303

Julietta F
REGULAR SALE

INV NO 18647839

WRECKING BAR	4.99 tx
035794631185	
DUST MASK	4.99 tx
051141906768	
DUST MASK	4.99 tx
051141906768	
TRIPOD WORK LIGHT	47.99 tx
017398110051	

SUBTOTAL	62.96
7% SALES TAX 7%	4.41
TOTAL	67.37

M/C xxxxxxxxxxxxxxx1894

04775Z

CTROUTD: 115623

Result: APPROVED

Card entry mode: Chip Read

AID: A0000000041010

MASTERCARD

ARC: 00

TVR: 0000008000

TSI: E800

IAD: 0110607001220000077600000000000000FF

Mode: ISSUER

CVM: SIGNATURE

THANK YOU FOR SHOPPING BOMGAARS!
MONDAY-FRIDAY 7:30 AM - 8 PM
SATURDAY 7:30 AM - 8 PM
SUNDAY 9 AM - 6 PM

RETAIN RECEIPT FOR RETURN OR
EXCHANGE. COMPLETE POLICY POSTED
AT STORE.

Please
Reimburse
Matt Bonche
67.37

Job
11127

Code 01310-860

\$



1400 West 7th St
Wayne, NE 68787
(402) 375-2303



ANN B
EGULAR SALE

NV NO 18654952

WRENCH, COMBO RATCHET	14.99 tx
076174722970	
WRENCH, COMBO RATCHET	12.99 tx
076174722949	
WRENCH, COMBINATION	6.49 tx
076174721966	
WRENCH, COMBO RATCHET	12.99 tx
076174722949	
WILL BIT	6.49 tx
028874054271	
JBTOTAL	53.95
% SALES TAX 7%	3.78
TOTAL	57.73
ISA xxxxxxxxxxxxxx9547	57.73
31089	
PROUD: 117516	
Result: APPROVED	
Card entry mode: Chip Read	
ID: A0000000980840	
DEBIT	
XC: 00	
/R: 8080088000	
SI: 6800	
ID: 06010A0360A000	
Code: ISSUER	
/M: NONE	

*Reimburse Matt Beacher
Sols 11127
Code 01310-860
\$*

for 57.73

THANK YOU FOR SHOPPING BOMGAARS!
MONDAY-FRIDAY 7:30 AM - 8 PM
SATURDAY 7:30 AM - 8 PM
SUNDAY 9 AM - 6 PM
RETAIN RECEIPT FOR RETURN OR
EXCHANGE. COMPLETE POLICY POSTED
AT STORE.



0001800209711040120

018 002 15 9711 04/01/20 08:27:44



INVOICE

Rain For Rent Omaha

23280 Mynard Rd
Greenwood NE 68366
United States
402-944-6057

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
MARK NELSON	Rain for Rent
	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1094097
CUSTOMER CITY OF WAYNE

CUSTOMER # 135391
NAME CITY OF WAYNE

ADDRESS 306 PEARL ST
Wayne NE 68787

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1474515	4/14/2020	Signed Quote	5/14/2020

PLEASE PAY **\$694.00**

SHIPPED TO JOBSITE:
NAME CITY OF WAYNE

ADDRESS City of Wayne WWTP
400 Dearborn St.
Wayne NE 68787

PHONE

Notes:
PUMP & HOSE CLEANOUT

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump/Hose Cleaning Pump & hose returned with sewage debris. 3rd party services were used to sanitize the equipment.	RB TANK CLEANING			SERVICES		\$694.00	\$694.00	

TOTAL SALES:	\$0.00
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$694.00
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$694.00
TOTAL:	\$694.00

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT. PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50% CUSTOMER. (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____



[Back to Top](#)

INVOICE

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 Greenwood NE 68366
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 402-944-6057

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 www.rainforrent.com

#14

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MARK NELSON	Rain for Rent
	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1094097
 CUSTOMER CITY OF WAYNE

CUSTOMER # 135391
 NAME CITY OF WAYNE

ADDRESS 306 PEARL ST
 Wayne NE 68787

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1472857	4/8/2020	Signed Quote	5/8/2020

PLEASE PAY **\$5,540.94**

SHIPPED TO JOBSITE:
 NAME CITY OF WAYNE

ADDRESS City of Wayne WWTP
 400 Dearborn St.
 Wayne NE 68787

PHONE

Notes:
 RENTAL RELEASE - REMOVAL SERVICES BILL TO FOLLOW

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00		PUMP IND 4" DV100C 404D-22 TR	615259	Returned	3/11/2020	4/2/2020	23.00	\$1,287.83	\$1,287.83	
1.00		PUMP IND DV100C 404D 51HP TR	615256	Returned	3/11/2020	4/2/2020	23.00	\$1,287.83	\$1,287.83	
1.00		SPILLGUARD ECONT 12'X16'X1' A	286643	Returned	3/11/2020	4/2/2020	23.00	\$439.07	\$439.07	
1.00		SPILLGUARD ECONT 8'X14'X8" A	283540	Returned	3/11/2020	4/2/2020	23.00	\$439.07	\$439.07	
10.00		ADAPT 4" FLG HDPE SDR17	723274	Returned	3/11/2020	4/2/2020	23.00	\$7.99	\$79.90	
3.00		ADAPT 4" FLGXFIPT STL 150#	720824	Returned	3/11/2020	4/2/2020	23.00	\$6.99	\$20.97	
1.00		ADAPT 4" MALEXFLG 400AL AL	325406	Returned	3/11/2020	4/2/2020	23.00	\$17.64	\$17.64	
2.00		ADAPT BAUER 6" BALLXMIPT GALV	325305	Returned	3/11/2020	4/2/2020	23.00	\$22.87	\$45.74	
2.00		ADAPT BAUER 6" SOCXFLNG	325298	Returned	3/11/2020	4/2/2020	23.00	\$22.89	\$45.78	
1.00		AIR VENT 4" AV150 WATERMAN	721074	Returned	3/11/2020	4/2/2020	23.00	\$22.57	\$22.57	
5.00		CPLR 4" F-DIXXFNPT 400D AL	320044	Returned	3/11/2020	4/2/2020	23.00	\$14.85	\$74.25	
6.00		ELBOW 4" 90DEG HDPE SDR11	326135	Returned	3/11/2020	4/2/2020	23.00	\$7.26	\$43.56	
6.00		FLOAT OPEN COMPLETE	325990	Returned	3/11/2020	4/2/2020	23.00	\$24.03	\$144.18	
3.00		HOSE 4"x25' TNK TRK CAM 150#	722880	Returned	3/11/2020	4/2/2020	23.00	\$137.18	\$411.54	
2.00		HOSE 6"x20' PVC SUC BAUER	723438	Returned	3/11/2020	4/2/2020	23.00	\$132.33	\$264.66	
2.00		Hose Saver	954945	Returned	3/11/2020	4/2/2020	23.00	\$31.28	\$62.56	
6.00		Nipple 4"x6" MNPT Galv	493260	Returned	3/11/2020	4/2/2020	23.00	\$4.32	\$25.92	
260.00		PIPE 4" HDPE SDR17	950963	Off Rent	3/11/2020	4/2/2020	23.00	\$0.63	\$163.80	
24.00		PIPESTAX 4	724934	Returned	3/11/2020	4/2/2020	23.00	\$8.97	\$215.28	
2.00		STRAINER 6" RHS60 STL STD	725293	Returned	3/11/2020	4/2/2020	23.00	\$21.62	\$43.24	
1.00		Stud Kit 4" Flange (8) 5/8"-11X4-1/2" Stud, (16) 5/8" Nuts, (16) 5/8" Washers	954985	Returned	3/11/2020	4/2/2020	23.00	\$12.20	\$12.20	
2.00		Tee 4" FNPT MALLEABLE BLK	320304	Returned	3/11/2020	4/2/2020	23.00	\$29.56	\$59.12	
2.00	EA	Hobbs Switch 15PSI	1004223		SALES			\$56.59	\$113.18	
2.00	EA	Hobbs Switch Boot	1004224		SALES			\$12.86	\$25.72	
1.00	EA	Ring Terminals	1008755		SALES			\$15.80	\$15.80	
1.00	EA	Cable Extension 25ft	1008757		SALES			\$36.35	\$36.35	



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#14

Your sales person	REMIT PAYMENTS TO:
MARK NELSON	Rain for Rent
	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1094097
 CUSTOMER CITY OF WAYNE

CUSTOMER # 135391

NAME CITY OF WAYNE

ADDRESS 306 PEARL ST
 Wayne NE 68787

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1472857	4/8/2020	Signed Quote	5/8/2020

PLEASE PAY \$5,540.94

SHIPPED TO JOBSITE:
 NAME CITY OF WAYNE

ADDRESS City of Wayne WWTP
 400 Dearborn St.
 Wayne NE 68787

PHONE

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE

ENVIRONMENTAL FEE:	\$143.18
TOTAL SALES:	\$191.05
TOTAL RENTALS:	\$5,206.71
TOTAL SERVICES:	\$0.00
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$5,540.94
TOTAL:	\$5,540.94

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
 PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
 CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
 all terms, conditions and provisions hereof upon execution of this agreement;
 ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____



#14

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Rain For Rent Omaha
 23280 Mynard Rd
 Greenwood NE 68366
 United States
 402-944-6057

24/7 Emergency 800-742-7246
 www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
MARK NELSON	Rain for Rent
	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1094097
 CUSTOMER CITY OF WAYNE

CUSTOMER # 135391
 NAME CITY OF WAYNE

ADDRESS 306 PEARL ST
 Wayne NE 68787

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1473341	4/9/2020	Signed Quote	5/9/2020

PLEASE PAY **\$4,076.75**

SHIPPED TO JOBSITE:
 NAME CITY OF WAYNE

ADDRESS City of Wayne WWTP
 400 Dearborn St.
 Wayne NE 68787

PHONE

Notes:

RETURN/REMOVAL SERVICES

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Return Hauling 1	M108			SERVICES		\$1,769.00	\$1,769.00	
1.00	EA	Fuel Surcharge	FSC			SERVICES		\$101.75	\$101.75	
1.00	EA	Removal Labor	M141			SERVICES		\$2,206.00	\$2,206.00	

TOTAL SALES:	\$0.00
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$4,076.75
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$4,076.75

TOTAL: \$4,076.75

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
 PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
 CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
 all terms, conditions and provisions hereof upon execution of this agreement;
 ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

CHANGE ORDER NO. 1

PROJECT: Restoration of Walking Trail
Wayne, Nebraska

DATE: 4/21/2020

OWNER: City of Wayne
Wayne, Nebraska

ENGINEER: Leo A Daly

CONTRACTOR: M&B Quality Concrete

CONTRACT FOR: Entire Work

CONTRACT DATE:
4/1/2020

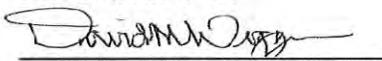
Description of the changes in the Contract Documents:

The stabilized construction entrance and staging area is required for the contraction equipment to complete the work on the project. The crushed concrete material will limit tracking of soil and mud onto the highway.

Attachments: Price Quote from M&B Quality Concrete

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$899,202.25	Original Contract Time: 120 Calendar Days
Net Change by Previous Change Orders: \$0.00	Net Change from Previous Change Orders: 0 Calendar Days
Contract Price prior to this Change Order: \$899,202.25	Contract Time prior to this Change Order: 120 Calendar Days
Net (in OR de)crease of this Change Order: \$7,500.00	Net (in OR de)crease of this Change Order: -
Contract Price with approved Change Orders: \$906,702.25	Contract Time with approved Change Orders: -

RECOMMENDED:



Engineer

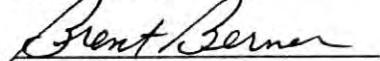
Date: 4/15/2020

APPROVED:

Owner

Date:

ACCEPTED:



Contractor

Date: 4-14-20

Circle A Construction, Inc.

1120 S Lewis Blvd
 PO Box 1051
 Sergeant Bluff, IA
 51054

Estimate

Date	Estimate #
4/7/2020	11648

Name / Address
RESTORATION OF WAYNE WALKING TRAIL

Project

LINE NUM...	Item	Description	Qty	Unit	Rate	Total
1	CONSTRUC...	CONSTRUCTION ENTRANCE APPROVE 250 X 25 WITH FABRIC	1	LS	7,500.00	7,500.00
	<i>materials</i>	<i>Grade top soil and Pile</i>				
	<i>Amount</i>	<i>Geo Fabric and Crushed Concrete ≈ 3"</i>				
	<i>Estimated time</i>	<i>If 25' x 250 @ 6" = 156 tons</i>				
		<i>= 6 side dumps of crushed concrete from Sioux City</i>				
		<i>≈ 18 hrs</i>				
		<i>Blade and pile top soil</i>				
		<i>≈ 5 hrs</i>				
		<i>Lay Geo Fabric and Blade out the crushed concrete</i>				
		<i>≈ 4-6 hrs</i>				
		<i>Then Repeat in Reverse order when job is finished</i>				
		<i>Estimate ≈ 56 hrs totals</i>				
Total						\$7,500.00

CHANGE ORDER NO. 2

PROJECT: Restoration of Walking Trail
Wayne, Nebraska

DATE: 4/21/2020

OWNER: City of Wayne
Wayne, Nebraska

ENGINEER: Leo A Daly

CONTRACTOR: M&B Quality Concrete

CONTRACT FOR: Entire Work

CONTRACT DATE:
4/1/2020

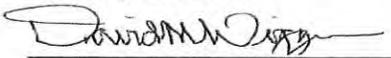
Description of the changes in the Contract Documents:

Based on visual observations of the site after the Preconstruction Meeting, additional steel sheet piling and bank restoration will be extended 100 feet in a westerly direction. This additional work will provide protection and prevent floodwater intrusion and erosion upstream of the project from a similar flood event.

Attachments: Exhibit and Price Breakdown

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$899,202.25	Original Contract Time: 120 Calendar Days
Net Change by Previous Change Orders: \$7,500.00	Net Change from Previous Change Orders: 0 Calendar Days
Contract Price prior to this Change Order: \$906,702.25	Contract Time prior to this Change Order: 120 Calendar Days
Net (in OR decrease) of this Change Order: \$374,177.50	Net (in OR decrease) of this Change Order: 30 Calendar Days
Contract Price with approved Change Orders: \$1,280,879.75	Contract Time with approved Change Orders: 150 Calendar Days

RECOMMENDED:



Engineer

Date: 4/15/2020

APPROVED:

Owner

Date: _____

ACCEPTED:



Contractor

Date: 4-14-20

Restoration of Walking Trail

Wayne, NE

Change Order No. 2

Extension of the Project 100 feet in westerly direction

PRICE BREAKDOWN

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
6	Remove 5" Concrete Sidewalk	1,100	SF	\$ 12.00	\$ 13,200.00
7	Remove Pipe Railing	113	LF	\$ 5.00	\$ 565.00
10	NDOT Type B Rip-Rap	30	TON	\$ 120.00	\$ 3,600.00
11	NDOT Type C Rip-Rap	220	TON	\$ 110.00	\$ 24,200.00
	Steel Sheet Piling	2,675	SF	\$ 91.50	\$ 244,762.50
13	Steel Sheet Piling Concrete Cap	100	LF	\$ 165.00	\$ 16,500.00
14	5" Concrete Sidewalk	1,100	SF	\$ 30.00	\$ 33,000.00
15	42" Railing Std. Pipe with Posts	55	LF	\$ 130.00	\$ 7,150.00
	Re-install Salvaged Pipe Railing	70	LF	\$ 45.00	\$ 3,150.00
16	Sodding	1,100	SF	\$ 4.00	\$ 4,400.00
17	6" Soil with Wetland Seeding Mix	2,200	SF	\$ 9.00	\$ 19,800.00
18	Erosion Control Retention Blanket	2,200	SF	\$ 1.75	\$ 3,850.00
				TOTAL	\$ 374,177.50

RESOLUTION NO. 2020-20

A RESOLUTION APPROVING AMENDMENT NO. 1 TO TASK ORDER 2019-01 WITH LEO A DALY FOR ADDITIONAL SERVICES FOR THE “RESTORATION OF WALKING TRAIL PROJECT.”

WHEREAS, the Wayne City Council previously approved/appointed Leo A Daly as the special engineer on the “Restoration of Walking Trail Project” on September 17, 2019, for \$55,000.00; and

WHEREAS, said agreement is being amended to include additional engineering services for the “Restoration of Walking Trail Project” to be performed by Leo A Daly for an additional fee of \$12,500.00, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 1 to Task Order 2019-01 is hereby approved and made a part of the original agreement previously entered into with Leo A Daly on October 8, 2019, and approved by the Wayne City Council by way of Resolution 2019-55 on September 17, 2019, for the “Restoration of Walking Trail Project.”

PASSED AND APPROVED this 21st day of April, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**AMENDMENT 1 TO TASK ORDER 2019-01, DATED OCTOBER 8, 2019
RESTORATION OF WALKING TRAIL TO PRE-DISASTER CONDITIONS
CITY OF WAYNE, NEBRASKA**

April 13, 2020

Description of Basic Consulting Services and Related Matters for RESTORATION OF WALKING TRAIL TO PRE-DISASTER CONDITIONS:

The Basic Services are amended as premised on the following general scope of professional services. The Scope of Services for Amendment 1 includes the design of an additional 100 feet +/- of walking trail, sheet pile wall, and associated components to the West of the original Task Order 2019-01 scope of work on the North side of the Logan Creek Drainageway.

1. ENGINEERING DESIGN:

Additional Engineering for the extension will include the following:

- a) Adjust the engineering plans to extend the sheet pile wall approximately 100 feet West.
- b) Adjust the engineering plans to include additional tree removals, rip-rap placement, new trail construction as needed, and other items for the extension of the sheet pile wall.
- c) Work with the City to coordinate the permits required for construction.
- d) Work with the City and FEMA for disaster fund payments.
- e) Preparation of final construction documents including technical specifications for the work associated with this amendment.

2. BIDDING & NEGOTIATIONS: This is not required as part of this amendment.

3. TOPOGRAPHIC SURVEY: Additional topographic survey is not required as part of this amendment.

4. CONSTRUCTION PROCESS:

- a) Prepare and obtain approval for the change order associated with Amendment 1, as required.
- b) Provide additional part time construction observation during critical phases of the project.
- c) Provide additional observation trips to the site during non-critical phases of the project.
- d) Additional deliverables as shown in Task Order 2019-01, Item 4g.

ITEMS NOT INCLUDED IN THE AMENDMENT ARE AS PER TASK ORDER 2019-1

SCHEDULE OF FEES FOR THE AMENDED SCOPE OF SERVICES

ITEM	FEE TYPE	AMOUNT
Items 1 and 4, above, Additional Fee	Lump Sum	\$12,500

TASK ORDER 2019-01 TOTAL LUMP SUM FEE APPROVED OCTOBER 8, 2019:	\$55,000
AMENDMENT 1 TO TASK ORDER 2019-01:	\$12,500
TOTAL ENGINEERING FEE OF TASK ORDER 2019-01 & AMENDMENT #1:	\$67,500

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES REMAIN UNCHANGED FROM TASK ORDER 2019-01

Approved by:

City of Wayne, Nebraska: _____ Date: _____

Accepted by:

LEO A DALY COMPANY:  _____ Date: April 13, 2020
Nancy Melby
Vice President, Director of Operations

RESOLUTION NO. 2020-21

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“COMMUNITY ACTIVITY CENTER TRACK REPAIR/RESTORATION
PROJECT” FOR THE CITY OF WAYNE, NEBRASKA.**

WHEREAS, two bids were received on April 15, 2020, on the “Community Activity Center Track Repair/Restoration 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 “Community Activity Center Track Repair/Restoration Project,” as submitted by the following contractor:

Bidder

Amount

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 21st day of April, 2020.

CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



Proposal

Date: April 13, 2020

To: City of Wayne

Project: Wayne Community Activity Center.

Scope: Walking Track/Jogging Track subfloor and surface removal and replacement

Dynamic Sports Construction, Inc. is pleased to offer the following Proposal to remove the existing walking/jogging track surface and substrate, install a new substrate and furnish and install our DynaForce® walking/jogging track system for the sums of:

Option 1: \$32,716.00

Option 2: \$48,881.00

NOTE: Add 3.5% for performance and payment bonds

This Proposal includes:

- 1) Room Number(s) walking track
- 2) Square footage Option 1 - 917; Option 2 - 2,909
- 3) Thickness to match existing system height
- 4) Wage scale non-union
- 5) Estimated install 2020
- 6) Installation per manufacturer's current specifications.
- 7) Color to match existing.
- 8) Striping for 3 lane track.
- 9) Removal and disposal of existing surface and substrate.
- 10) Installation of new substrate and surface.

This Proposal does NOT include:

- 1) Base moldings, game inserts or thresholds
- 2) Removal, disposal or handling of any hazardous materials.
- 3) Sales tax.
- 4) Logos or lettering

NOTE: Installation will begin upon acceptance of clean, dry substrate and job conditions as set out in the manufacturers specifications. This Proposal is valid for a period of 60 days. Please allow a minimum of 14 days from receipt of the contract for our contract administration, credit approval and material manufacturing processes to be completed prior to mobilization. Addenda () have been reviewed.

Dynamic Sports Construction offers a complete line of sports and multi-purpose surfaces to meet the demands of today's high use facilities. Our systems include track surfaces, multipurpose and athletic flooring and aerobic room, weight room and gymnasium and cafetorium surfacing. **DSC product technicians are full-time employees (not sub-contractors)**, and are as experienced and professional as anyone in the industry, all having worked with our products for a minimum of ten years. **Our DynaForce system is PROUDLY 100% MADE IN THE USA. Please help keep the American labor force working and buy American Made.**

Our DynaForce® system has been installed in locations throughout Nebraska including for the Elkhorn Pu Crete Public Schools and the City of Pender.

Your consideration of our Proposal is greatly appreciated. If you have any questions regarding this quotation, please do not hesitate to call me at **800-517-0015**.

Respectfully submitted,

Melissa Lowdermilk

301 Sonny Drive Leander, TX 78641

www.dynamicsportsconstruction.com

E EGAN SUPPLY CO.

"It's Service After The Sale That Counts"

13838 Industrial Road • Omaha, NE 68137

PRICE QUOTE

Phone 402-346-0597

Fax 402-346-5076

Page 1

Printed 04/09/20 FU

Quoted

Ship To

CITY OF WAYNE
PO BOX 8
306 PEARL STREET
WAYNE NE 68787
Tel:402-375-1733 Fax:402-375-4712

CITY OF WAYNE
ACTIVITIES CENTER
901 W. 7TH STREET
WAYNE NE 68787

Quote # Q027502	Quote Date 03/02/2020	Exp Date 05/01/2020	Customer # 0361545	Customer P/O #	Ship Via	Writer FU
Job ID			Customer Terms Net 30 Days		Salesman Donavon Bjorklund	

Product	Description	UM	Quant	Unit Price	Extension
REPAIRS	REPAIRS TO GYM FLOOR THIS QUOTE IS FOR REPAIRING RUBBER TRACK IN 4 AREAS. 11X 43, 12X10, 12X 18, 9X 12. REMOVE EXISTING RUBBER FLOORING AND DAMAGED SUBFLOOR. FURNISH AND INSTALL NEW SUBFLOOR, INSTALL PADDED POUR URETHANE FLOOR TO MATCH THE EXISTING AS CLOSE AS POSSIBLE. NEW FLOORING WILL BE PAINTED BLUE TO MATCH AS CLOSE AS POSSIBLE WITH BLACK TRACK LANE LINES. THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT FOR YOU. DONAVON BJORKLUND EGAN SUPPLY COMPANY THIS IS OPTION 1	EA	1	32896.15	32896.15

X: _____ (Accepted by)	Sub Total	\$32,896.15	
	Freight	\$0.00	T o t a l
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	\$32,896.15

MESSAGE

TERMS

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E EGAN SUPPLY CO.

"It's Service After The Sale That Counts"

13838 Industrial Road • Omaha, NE 68137

PRICE QUOTE

Phone 402-346-0597

Fax 402-346-5076

Page 1

Printed 04/09/20 FU

Quoted

Ship To

CITY OF WAYNE
PO BOX 8
306 PEARL STREET
WAYNE NE 68787
Tel:402-375-1733 Fax:402-375-4712

WAYNE ACTIVITY CENTER

Quote # Q028035	Quote Date 04/09/2020	Exp Date 06/08/2020	Customer # 0361545	Customer P/O #	Ship Via	Writer FU
Job ID			Customer Terms Net 30 Days		Salesman Donavon Bjorklund	

Product	Description	UM	Quant	Unit Price	Extension
REPAIRS	REPAIRS TO GYM FLOOR THIS QUOTE IS FOR TEARING OUT 100'X11'3" (1130 SF) AND 117'X 15'2" (1778.40 SF). REMOVE EXISTING RUBBER FLOORING AND DAMAGED SUBFLOOR, FURNISH AND INSTALL NEW SUBFLOOR, INSTALL PADDED POUR URETHANE FLOOR TO MATCH THE EXISTING AS CLOSE AS POSSIBLE, NEW FLOORING WILL BE PAINTED BLUE TO MATCH AS CLOSE AS POSSIBLE WITH BLACK TRACK LANE LINES. THIS IS OPTION 2	EA	1	57177.00	57177.00

X: _____ (Accepted by)	Sub Total	\$57,177.00	T o t a l
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	

MESSAGE

TERMS

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RESOLUTION NO. 2020-22

A RESOLUTION APPROVING ADDENDUM TO THE INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

WHEREAS, the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College, are desirous to amending the Interlocal Agreement to Share Law Enforcement Resources due to circumstances associated with the COVID-19 Pandemic; and

WHEREAS, a copy of the proposed Addendum to the Interlocal Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Addendum to the Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 21st day of April, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**Addendum to the “Interlocal Agreement to Share Law Enforcement Resources”
between the City of Wayne (City) and the Board of Trustees of the Nebraska State
Colleges doing business as Wayne State College (College)
with Effective Dates of July 1, 2019 to June 30, 2022**

Due to the reduction of traffic and other activities on campus as a result of classes moving to remote delivery on account of the national outbreak of the COVID-19 virus, the above-mentioned “Interlocal Agreement” will be amended through the replacement of the section numbered “3” entitled “Law Enforcement Services To Be Provided By The City” and the section numbered “11” and entitled “Fees for Service” as follow:

3. Law Enforcement Services To Be Provided By The City

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the “School Resource Officer,” to the Campus for eighteen (18) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the School Resource Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods. **These services will be suspended March 16, 2020 through May 8, 2020.**
- b. The City will be allowed to provide the School Resource Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;
- c. The School Resource Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence on Campus. The School Resource Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City’s ability to respond to police calls off-campus, as needed, will maximize the Police Department’s ability to respond to citizen calls for service received while maintaining the spirit of this Agreement. The Wayne Police Department will make efforts to make up missed hours if the School Resource Officer is called off-campus. When the School Resource Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;
- d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer’s involvement on campus.

11. Fees for Service

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$30,570.00 for the first year (July 1, 2019-June 30, 2020) to be paid in twelve (12) monthly installments. The charge for subsequent years will be increased by the lesser of 5% or the end of March Consumer Price Index for All Urban Consumers [CPI-U] (before seasonal adjustment) for the prior 12 month period. The total charge for each subsequent year shall be paid in twelve (12) monthly installments. The College and City will confirm by May 1st the actual cost for the following year. **This charge shall be suspended for the months of May and June 2020 due to suspension of services in March through May.**

Except as set forth in this Addendum, the Interlocal Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

Party Signatures:

For: The Board of Trustees of the Nebraska State Colleges dba Wayne State College (College)

Angela Fredrickson, Vice President for Administration & Finance Date

For: City of Wayne (City)

Cale Giese, Mayor

Date