

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
October 5, 2021**

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

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the southwest wall of the Council Chambers as well as on the City of Wayne website.

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

3. [Approval of Minutes – September 21, 2021](#)
4. [Approval of Claims](#)
5. [Action to accept the resignation of Councilmember Yasuko Taoka effective immediately and action declaring a “Notice of Vacancy” in Ward 2 and authorizing the City Clerk to publish notice](#)
6. Public Hearing:           Application for Class C Liquor License – Baha, Inc., d/b/a “Raintree Liquor” (Advertised Time: 5:30 p.m.)

**Background:** Doug and Jaime Manz and Jason and Heidi Claussen are making an application for a Class C Liquor License – Raintree Liquor located at 421 N Main Street. Council can approve, deny or make no recommendation on the same.

7. [Resolution 2021-56: Approving Application for Class C Liquor License — Baha, Inc., d/b/a “Raintree Liquor”](#)
8. [Resolution 2021-57: Accepting bid and awarding contract on the “Old City of Wayne Lagoon Berm Dirt Work Project” — S & V Excavation LLC - \\$5,460.00](#)

**Background:** Three bids/proposals were received on September 29<sup>th</sup> regarding this project. The low bid was submitted by S & V Excavation, LLC for \$5,460. The other two bids received were from Milo Meyer Construction, Inc. - \$6,450 and Robert Woehler & Sons Construction, Inc. - \$14,640. The bid tabulation is included in the packet.

9. [Resolution 2021-58: Accepting bid and awarding contract on the purchase of a Bobcat UW56 — Bobcat of Norfolk - \\$61,500.87](#)

**Background:** Lowell Heggemeyer, Parks and Recreation Director, obtained two bids from Bobcat for the purchase of a new tool cat w/broom. Bobcat from Norfolk was the low bidder by \$51.43.

10. [Resolution 2021-59: Accepting bid and awarding contract on the purchase of an S66 T4 Bobcat Skid Steer Loader with attachments — Bobcat of Norfolk - \\$39,209.02](#)

**Background:** The Street Department has obtained two bids from Bobcat for the purchase of a new S66 T4 Bobcat Skid Steer Loader with attachments. They will be trading in their old skid loader. Bobcat from Norfolk was the low bidder.

11. [Resolution 2021-60: Approving Fire Truck and Equipment Specifications and authorizing the City Clerk to advertise for bids](#)

**Background:** The Fire Department has finalized the details of the bid specifications for a new ladder truck, and will ask for Council approval before bidding out the same. The funding for the truck purchase is in this year's budget, but the purchase won't be until next year. \$450,000 has been budgeted for the same (\$150,000 will come out of reserves, \$250,000 from Capital Projects, and \$50,000 from the Fire Department budget).

12. [Action on Contractor's Application for Payment No. 3 in the amount of \\$102,061.01 to Meyers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project - CDBG No. 19-PW-017"](#)

**Background:** This is for work completed and approved by the engineer on the project.

13. [Action on the request from the Community Redevelopment Authority to ask the City Council to forgive the current loan in the amount of \\$300,000 and discuss or negotiate a line of credit with the City](#)

**Background:** The Community Redevelopment Authority (CRA) is asking that a \$300,000 loan be forgiven by the City from 2012. In 2012, the City applied for \$300,000 in funds from LB 840 to start a down payment assistance program for new housing construction. Ultimately, the City could not use those LB 840 funds with the flexibility they wanted/needed, so the City used electric funds to fund the program. This loan is to be paid back in 2024 or renegotiated at that time. The current CRA is being more aggressive in redevelopment than previous CRA's. They would like to clear this debt up so they know what funds they can use long term for redevelopment purposes.

The CRA is currently funded by lot sales in Western Ridge (only a few left) and an annual contribution from the excess economic development funds generated by the 1.85% charged to electric customers. This year that was \$28,000+. The CRA briefly discussed at its last meeting the possibility of asking the City to include a property tax asking (the same way the airport operates). Statute allows the CRA to ask up to .026 cents on \$100 of valuation. With the 2021 valuation, that would generate about \$68,000 per year (depending on valuation). Another option is to allocate a certain percentage of sales tax money to the CRA at the next election. Bottom line is if the City wants the CRA to continue to be aggressive with some less than appealing properties that the market isn't moving to redevelop, they have to have funds to operate, whether those are payable loans from conventional financing or city financing, or forgivable loans from City funds.

14. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
September 21, 2021**

The Wayne City Council met in regular session at City Hall on September 21, 2021, 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, Nick Muir, Yasuko Taoka, 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 thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. 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 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 Brodersen made a motion, which was seconded by Councilmember Spieker, to approve the minutes of the meeting of September 7, 2021, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMERITAS, SE, 2922.58; AMERITAS, SE, 100.13; AMERITAS, SE, 72.00; AMERITAS, SE, 174.53; APPEARA, SE, 54.25; ARC-HEALTH & SAFETY, SU, 518.51; AUTO ANATOMY ALTERNATIVES, SE, 2972.23; BATTERY SOLUTIONS, SU, 102.00; BATTERY

SOLUTIONS, SU, 204.00; BENSCOTER INC, RE, 3998.82; BENSCOTER, LOUIS, RE, 5714.11; BORDER STATES INDUSTRIES, SU, 636.29; BRUMMOND, SCOTT, RE, 50.00; CERTIFIED TESTING SERVICES, SE, 243.50; CITIZENS STATE BANK, RE, 7310.08; CITIZENS STATE BANK, RE, 5070.22; CITY EMPLOYEE, RE, 187.20; CITY EMPLOYEE, RE, 148.01; CITY EMPLOYEE, RE, 288.20; CITY OF WAYNE, PY, 86750.74; CITY OF WAYNE, RE, 85.46; CIVICPLUS, SE, 3149.87; COMFORT INN-GRAND ISLAND, SE, 86.00; CONSOLIDATED MANAGEMENT, SE, 113.48; COTTONWOOD WIND PROJECT, SE, 14015.84; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.79; DAVE'S DRY CLEANING, SE, 42.00; DOESCHER REPAIR, SU, 244.00; DUTTON-LAINSON COMPANY, SU, 6291.60; EAKES OFFICE PLUS, SE, 229.37; ECHO GROUP, SU, 220.09; ED M. FELD EQUIPMENT, SE, 1270.00; ELLIS, JEFF, RE, 500.00; EMPLOYERS MUTUAL CASUALTY, RE, 2500.00; FAITH REGIONAL PHYSICIAN SERV, SE, 99.50; GARCIA, PEDO, RE, 40.00; GODFATHERS PIZZA, SE, 115.49; GRAINLAND ESTATES, RE, 4885.65; GROSSENBURG IMPLEMENT, SU, 85.77; HILAND DAIRY, SE, 71.86; HILAND DAIRY, SE, 66.24; HYPERION MONITORING, SE, 81.00; ICMA, RE, 147.00; ICMA, RE, 145.28; ICMA, RE, 112.52; ICMA, RE, 1450.04; ICMA, RE, 159.20; ICMA, RE, 376.22; ICMA, RE, 34.38; ICMA, RE, 8155.21; ICMA, RE, 125.48; ICMA, RE, 366.40; ICMA, RE, 315.76; IRS, TX, 61.04; IRS, TX, 14597.52; IRS, TX, 10754.01; IRS, TX, 261.04; IRS, TX, 3413.96; IRS, TX, 162.06; ISLAND SPRINKLER SUPPLY, SE, 15819.47; J. F. AHERN CO, SE, 1139.00; JEO CONSULTING GROUP, SE, 8131.00; KAUP FORAGE & TURF, SU, 1440.00; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 10219.00; LUND, ELLIOTT, RE, 20.00; MATHESON-LINWELD, SU, 35.06; MID PLAINS GRAIN, RE, 6139.36; NDEE-FISCAL SERVICES, FE, 500.00; NE DEPT OF REVENUE, TX, 73.08; NE DEPT OF REVENUE, TX, 4643.25; NPPD, SE, 38801.02; NO SWETT FENCING, SU, 25426.51; OCC BUILDERS, SE, 56121.00; PAC N SAVE, SU, 4.45; PAC N SAVE, SU, 767.89; PLUNKETT'S PEST CONTROL, SE, 95.80; QUADIANT FINANCE USA, SU, 1000.00; QUALITY 1 GRAPHIC, SU, 128.40; QUALITY FOOD CENTER, SU, 6.38; STATE NEBRASKA BANK-PETTY CASH, RE, 300.00; US FOODSERVICE, SU, 1727.79; VAN DIEST SUPPLY, SU, 78.60; VERIZON, SE, 536.12; WAHOO HERITAGE INN, SE, 145.90; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, SE, 723.87; WAYNE HERALD, SE, 294.00; WAYNE HOSPITALITY, RE, 19295.98; WAYNE VETERINARY CLINIC, SE, 140.00; WESCO, SU, 236.00; WINDOM RIDGE, RE, 2042.43; ACES, SE, 956.14; ALL HOURS TOWING, SE, 225.00; AMAZON, SU, 634.24; ARNIE'S FORD, SU, 459.29; BAKER & TAYLOR BOOKS, SU, 1603.59; BIG RIVERS ELECTRIC CORPORATION, SE, 239863.51; BLUE CROSS BLUE SHIELD, SE, 48904.74; BOMGAARS, SU, 1951.57; BROGIE, ED, RE, 500.00; BRUCKNER, BRIAN, RE, 500.00; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 575.04; CITY OF WAYNE, RE, 142.62; COMPLETE FLOORS, SE, 12353.00; CONSOLIDATED MANAGEMENT, SE, 88.62; ELKINS PORTABLE RESTROOMS, SE, 260.00; FLOOR MAINTENANCE, SU, 136.34; GROSSENBURG IMPLEMENT, SU, 2.37; H.K. SCHOLZ COMPANY, SU, 1825.42; HAWKINS, SU, 516.40; INGRAM LIBRARY SERVICES, SU, 610.43; IOWA PUMP WORKS, SU, 672.98; JEO CONSULTING GROUP, SE, 26021.50; KAUP FORAGE & TURF, SU, 1440.00; MARCO TECHNOLOGIES, SE, 200.61; MIDWEST TAPE, SU, 43.99; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 686.00; NE STATE FIRE MARSHAL, SE, 244.00; NNEDD, SE, 60.00; NORTHEAST NE INS AGENCY, SE, 6750.71; NORTHEAST POWER, SE, 13819.26; OLSSON ASSOCIATES, SE, 6700.00; OVERDRIVE, SU, 984.19; QUADIANT LEASING USA, SE, 2691.00; STAPLES, SU, 203.29; WAED, SE, 6000.00; WESCO, SU, 560.00

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

Raegan Reifenrath, a student at Wayne State College, was present requesting Council consideration to allowing her to keep a rabbit inside City limits (Bowen Hall) for the purposes of being an “emotional support animal.”

Raegen provided documentation from her veterinarian, as well as the rabbit’s pedigree information and approval from WSC. She would like approval so she can get the rabbit licensed with the Police Department. She noted that rabbits do not need vaccinations according to her veterinarian.

Attorney Miller explained the main difference between this request and the last request for keeping an emotional support animal (pit bull), is that this animal will be located on State property. We do not have control over that housing. If Raegan would ever move off campus and want to keep the animal, she would have to go through this process again.

Marlen Chinn, Police Chief, advised the Council that the local vet has advised him that a rabies vaccination is not approved or recommended for a rabbit.

Councilmember Brodersen made a motion, which was seconded by Councilmember Taoka, approving the request of Raegan Reifenrath to keep a rabbit inside City limits (Bowen Hall of Wayne State College) for the purposes of being an “emotional support animal.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution is a requirement by the Nebraska Department of Transportation when a state highway will be closed for a celebration/parade. This Resolution pertains to the Annual Christmas in Wayne Celebration/Annual Parade of Lights to be held on Thursday, November 18, 2021.

Abby Schademann, representing Wayne Area Economic Development, was present to answer questions.

Councilmember Karsky introduced Resolution No. 2021-52 and moved for its approval; Councilmember Spieker seconded.

#### RESOLUTION NO. 2021-52

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

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

Abby Schademann, representing Wayne Area Economic Development, was requesting Council consideration to prohibit parking on Main Street in the 200 and 300 blocks of Main Street from 5:30 p.m. until 8:00 p.m. for the Christmas in Wayne Celebration/Annual Parade of Lights Event to be held on Thursday, November 18<sup>th</sup>.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, which was then amended, approving the request of Wayne Area Economic Development to prohibit parking on Main Street in the 200 and 300 blocks of Main Street from 5:30 p.m. until 8:00 p.m. for the Christmas in Wayne Celebration/Annual Parade of Lights Event to be held on Thursday, November 18<sup>th</sup>. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Paul Linder was present requesting Council consideration to allowing him to extend his sidewalk into the city terrace/right-of-way at 601 Westwood Road.

Mr. Lindner's evergreen tree at 601 Westwood Road has grown over the existing sidewalk. Mr. Lindner was notified by the City that the tree needed to be trimmed or removed. Mr. Lindner would like to relocate the sidewalk around the tree instead of trimming/removing the tree.

City Code requires Council to consider or approve/deny any request for sidewalk placement that is in "any other place than the regularly prescribed location." The regularly prescribed location for this sidewalk is in its current location.

Mr. Lindner stated he will keep pruning the tree so that it does not extend past that point. If the tree would die, he would take this sidewalk out and go back to the original sidewalk placement. He noted that by driving around town, he found six examples of sidewalks that were diverted around trees, two of which are in his neighborhood.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, approving the request of Paul Lindner to extend his sidewalk into the City terrace/right-of-way at 601 Westwood Road.

Mr. Lindner noted that he will be paying for this himself and getting the project done within 60 days.

Councilmember Spieker amended his motion, which was then seconded by Councilmember Buck, approving the request of Paul Lindner to extend his sidewalk into the City terrace/right-of-way at 601 Westwood Road, and to have the same completed by December 1<sup>st</sup>. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mark Meyer, d/b/a Milo Meyer Construction, Inc., has been hired to move a storage building at 212 Windom Street owned by Diana and Dave Zach. Mr. Meyer is requesting Council to waive the section in the code that requires a certified engineer's statement that the movement of the structure will in no way have an adverse effect upon any road surface or bridge on or along the proposed route within the city jurisdiction. A copy of the "Application for Building Moving Permit," as well as a map showing the proposed route was included in the packet. Mr. Meyer has provided the necessary bond.

Mr. Meyer was present to answer questions. He plans on moving the building this weekend (Sunday). The building is 20'x50'. When asked, he responded that he had not contacted the State for a permit.

Councilmember Eischeid made a motion, which was seconded by Councilmember Woehler, approving the request of Mark Meyer, d/b/a Milo Meyer Construction, Inc., to waive the requirement for a certified engineer's statement per Wayne Municipal Code Section 150.03 Moving Buildings (A) Permit required 3 (f). Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

American Broadband is requesting the same consideration as was given ALLO and Black Hills Energy for a "Community-Wide Blanket Construction Permit." They want to work city-wide to enhance the efficiencies of their build-out.

City Attorney Miller recommended adding the following language into the agreement, as well as changing the wording “Memorandum of Understanding” to “Agreement:”

**“This Agreement shall not prohibit City or City’s assigns from completing any construction, repairs, or maintenance to City’s property. All costs to remove, repair, replace, or otherwise alter ABB’s equipment or fiber broadband to effectuate this provision shall be attributable to ABB, and City shall be held harmless therefrom.”**

The above language was already inserted into the agreement that was in the packet.

Pam Adams, Marketing Manager with ABB, as well as Bryce Reimers, North Area Manager, Don Archer, Outfit Plant Supervisor, and Tim Johnson, General Manager for the Midwest Region, were present to answer questions. They will provide the detailed drawings the City is requiring.

Administrator Blecke stated ABB could start doing whatever they want to, permit by permit, block by block, but instead of doing that type of process, they are asking for an entire community-wide permit instead.

Councilmember Eischeid introduced Resolution 2021-53, and moved for its approval, with the following changes:

1. Change the wording “Memorandum of Understanding” to “Agreement;”
2. Correct the subparagraph numbers; and
3. Pending staff approval of design.

Councilmember Brodersen seconded.

#### RESOLUTION NO. 2021-53

A RESOLUTION APPROVING INITIAL COMMUNITY-WIDE TECHNOLOGY OVER-BUILD AGREEMENT BETWEEN THE CITY OF WAYNE AND HUNTEL.NET, INC., D/B/A AMERICAN BROADBAND COMMUNICATIONS, INC.

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

Since ABB has bought out or acquired the assets of Wayne.Net LLC (BNT), they will be assuming the use of the City poles. Therefore, the Pole Use Agreement that Council approved with Wayne.Net LLC has been redrafted to reflect ABB as the Licensee. Nothing else has changed in that agreement.

Councilmember Brodersen introduced Resolution No. 2021-54 and moved for its approval, Councilmember Eischeid seconded.

RESOLUTION NO. 2021-54

A RESOLUTION APPROVING POLE USE AGREEMENT BETWEEN THE CITY OF WAYNE AND HUNTEL.NET, INC., D/B/A AMERICAN BROADBAND NEBRASKA COMMUNICATIONS, INC.

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

Jon Mooberry, Engineer with JEO Consulting Group, Inc., presented Contractor's Application for Payment No. 2 in the amount of \$160,099.93 to Meyers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017."

Councilmember Muir left the meeting at 7:01 p.m. and returned at 7:03 p.m.

Mr. Mooberry updated the Council on the project and noted that the contractors are about one month behind. Mr. Mooberry stated he was pleased with the contractors and their workmanship, and they have been very proactive in communicating with the public, more so than he has seen on any project that doesn't specifically require them to send letters on a regular basis to residents. Joel Hansen, Street and Planning Director, also stated he was very pleased with the contractors. Administrator Blecke noted that Casey Junck, Water/Wastewater Superintendent, was also very pleased with the contractors.

Councilmember Woehler had concerns with the project not being completed on time – by October 1<sup>st</sup>.

Mr. Mooberry stated the City could assess liquidated damages. He is anticipating that a request for an extension will be submitted. He will review that like he would on any project and determine if there is justification for the extension request.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving Contractor's Application for Payment No. 2 in the amount of \$160,099.93 to Meyers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017."

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

Administrator Blecke stated the following agenda item is required for work found not acceptable during the one-year warranty period on the 2019 Nebraska Street Improvements Project. The unacceptable work includes seeding, pavement cracking and a storm sewer manhole adjustment. Photos were included in the packet. The City is requesting an additional one-year warranty from October 8, 2021. The contractor has responded stating they would give the City an additional six-month warranty period, but they want the City to pay for the extra cost they are assuming for that. Staff recommendation is to have a one-year warranty extension and that the contractor pay the cost for the same.

Mr. Mooberry reviewed what has taken place during project construction, etc. At the six month period, he noticed hairline and random cracking that was occurring. They sent a notice to Robert Woehler and Sons Construction, as well as the City. Their recommendation at that time was to grout and seal the cracking. They also put them on notice that they wanted to monitor it further through this year and the warranty period. While random cracking does occur, this is more frequent and sooner than he would anticipate seeing on any street, which is the basis for wanting to extend the warranty period another year.

Mr. Mooberry noted that identifying the root causes are challenging at times, so before he would make a final determination on what the final corrective action should be, he feels it is best or warranted to go through another year warranty period and monitor the same.

The request for an extended warranty period was sent to the contractor, and they requested that the city cover the cost. They generally agreed that an extended warranty period was appropriate. They also made the assertion that the cracking may be related to design or engineering problem rather than defective workmanship.

When asked, Mr. Mooberry stated sometimes you can get bad concrete. However, from what they saw in the pours, the aggregate was generally well spread, it vibrated correctly, and the compressive strengths checked out on the project. The tests at the time met all of their specifications, so it is tough to say that the concrete is a direct result of the cracking.

The cores that were removed were 8"x4" concrete samples. The ones along the center line is where they could see the saw cut depth and take measurements. The saw cut depths should be one-third; these were one-fourth.

Attorney Miller asked if there was a way to determine if the inadequate saw cut depth is what caused the cracking? Mr. Mooberry would have to follow up with some individuals to directly say that with 100 percent certainty. It was noted that the one-third saw cut depth was in the plans and specs.

The cracking is mainly between 5<sup>th</sup> and 6<sup>th</sup> Street. There are a couple of panels in between 4<sup>th</sup> and 5<sup>th</sup> where they have seen random cracking and then there are a couple of panels on the north side of 6<sup>th</sup> street that also has some random cracking.

Mr. Mooberry stated if a year goes by and there is no additional cracking, he would request that only two panels be replaced.

It was noted that they are not seeing any cracks in the first phase that was poured. There were two core samples taken from the first phase. They could test the core samples further to analyze the concrete, but that is expensive.

It was also noted that the tests taken at the time of pouring passed. They do not test every truck that is dumped, however. From what they were seeing per their field rep, Steve Harris is a good contractor, and Mr. Mooberry has not had any issues with their concrete work. If there is a bad batch of concrete, that is an issue between the contractor and the concrete company. He does not feel the concrete testing is the City's responsibility, and from what they have tested to this point, he has not seen a concern to take that next step, but that is something that can be done.

After further discussion, Councilmember Brodersen made a motion to approve the action on Certificate of Extended Warranty Period for corrective action on the 2019 Nebraska Street Improvements Project. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who abstained, the Mayor declared the motion carried.

The following Resolution would approve the agreement and payment of \$4,500 to Certified Testing Services, Inc., for evaluating the pavement subgrade on the Nebraska Street Improvements Project.

Councilmember Brodersen introduced Resolution No. 2021-55 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2021-55

A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR PAVEMENT SUBGRADE EVALUATION TESTING SERVICES FOR THE “2019 NEBRASKA STREET IMPROVEMENTS PROJECT” - \$4,500.

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

Administrator Blecke stated the following ordinance would approve Amendment No. 4 to the market based rate partial and full requirements agreement with Big Rivers Electric Corporation. The main purpose of this contract amendment is to change the City of Wayne’s interconnection point from the current point to one closer to electrical delivery. This settlement area will help hedge the differences in SPP and MISO when the spread is wide. This change will help minimize risk like the Winter Storm Uri event from February 2021. The amendment also gets rid of the basis differential between the points between SPP and MISO. The other change made was BREC doubling the City’s ability to incorporate additional renewables into our electric mix (allows, doesn’t require).

Councilmember Eischeid introduced Ordinance No. 2021-13, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2021-13

AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE CONTRACT WITH BIG RIVERS ELECTRIC CORPORATION.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, 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, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, to move for final approval of Ordinance No. 2021-13. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated the contract between BREC and the City has a most-favored nation clause in it, meaning if BREC makes a reduced offer to one customer, it must make the same to all. BREC is making this offer to one of Northeast Power's customers who is increasing its load substantially. Instead of waiving this entire section in the contract or amending it to allow for a special circumstance, the City Attorney suggested that the City sign a "Letter of Consent" to waive the provision for this one defined offer. If the City would have a customer making the same type of investment/anticipated load growth, we would propose the same back to BREC.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the "Consent to Proposed Amendment" and the waiver of rights under Section 3.15 for the purposes of the proposed amendment. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke gave an update on the Chicago Street Storm Sewer and Paving issue. Chicago Street is currently an unimproved, platted street (2 blocks) that connects South Sherman Street to South Lincoln Street. When Southview II Addition (Lots 1-20) was being developed, the Subdivision Agreement with the owners stated the City will convert an open ditch area to underground and re-route existing pipe into the Chicago Street right-of-way within 5 years of the agreement (dated November 8, 2017). The owners are also to request a paving assessment district for the street within 10 years of the agreement. The discussion to take place is whether or not the City should start to plan to pave at the same time it relocates the storm sewer. Staff recommends that the City builds the street at the same time it relocates the storm sewer. Bidding the project this winter, with summer 2022 construction, means getting it designed ASAP. If favorable to Council, staff will likely be asking Council to approve an engineer to design/bid/oversee the project at a meeting in October. Council consensus was for staff to obtain proposals from the engineers for design services.

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There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:37 p.m.



Delete from claims 1/19/21

City of Wayne Payroll **-\$92.29**

Vendor	Payable Description	Payment Total
AMERITAS LIFE INSURANCE	AMERITAS ROTH	208.22
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	91.43
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,996.16
ANDERSON, BONNIE	GREEN TEAM DONUTS	50.00
APPEARA	LINEN & MAT SERVICE	166.59
BARTZ, TIM	BUILDING PERMIT DEPOSIT REFUND	500.00
BENSCOTER, LOUIS	BUILDING PERMIT DEPOSIT REFUND	1,000.00
BLACK HILLS ENERGY	GAS BILLS	308.98
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	-48,904.74
BONDHUS, ANNA	REC SOCCER REFUND	-25.00
BORDER STATES INDUSTRIES, INC	ELECTRIC SECTIONALIZING CABINET	1,190.87
BROWN SUPPLY CO	SERVICE SADDLE/CURB STOP/BALL VALVE	384.00
CARHART LUMBER COMPANY	CHISEL/PAINT/ROLLERS/CONCRETE/PIPE	267.46
CARROT-TOP INDUSTRIES	FLAGS	528.11
CENTURYLINK	TELEPHONE CHARGES	426.59
CERTIFIED TESTING SERVICES INC	GEOTECHNICAL REPORT-NEBRASKA ST	4,500.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	27.78
CITY EMPLOYEE	SAFETY BOOTS	139.64
CITY EMPLOYEE	SAFETY BOOTS	175.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	109.13
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	30.56
CITY EMPLOYEE	VISION REIMBURSEMENT	288.40
CITY OF WAYNE	A/R UNAPPLIED CREDIT REFUND	2.23
CITY OF WAYNE	A/R CHECK VOID	-2.23
CITY OF WAYNE	PAYROLL	83,904.08
CITY OF WAYNE	PAYROLL CHECK REISSUED	92.29
CITY OF WAYNE	UTILITY REFUNDS	1,593.01
CITY OF WAYNE	VOIDED UTILITY REFUNDS	-312.83
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	97.36
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DCL AMERICA INC.	CATALYST ELEMENTS/PRESSURE SENSOR	11,037.00
DGR & ASSOCIATES CO	ELECTRICAL ENGINEERING	907.50
DUTTON-LAINSON COMPANY	DOUBLE EYE ROD/ELECTRIC METER	376.41
EAKES OFFICE PLUS	COPY CHARGES	2,431.04
FIRST CONCORD GROUP LLC	FLEX FEES	3,467.88
FLOOR MAINTENANCE	SHOWER CURTAINS/HOOKS/JANITORIAL SUPPLIES	1,177.08
FREDRICKSON OIL CO	KEROSENE	281.50
GALE/CENGAGE LEARNING	BOOKS	148.79
GERHOLD CONCRETE CO INC.	CONCRETE	859.53
GILLILAND, RACHEL	AUDITORIUM DEPOSIT REFUND	250.00

GRAYBEAL, LISA	REC RUN CLUB REFUND	-30.00
HAWKINS, INC	BIOKAT LIFT STATION 1/POLYMER FOR PRESS/AZONE	2,739.98
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	201.49
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	34.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,619.90
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	375.83
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	7,956.04
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	159.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	145.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	112.52
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	55.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	124.70
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	366.40
IRS	FICA WITHHOLDING	14,459.24
IRS	FEDERAL WITHHOLDING	10,912.53
IRS	MEDICARE WITHHOLDING	3,381.56
ISLAND SPRINKLER SUPPLY CO	IRRIGATION SUPPLIES	162.44
KTCH AM/FM RADIO	CAC ADVERTISING	150.00
KUTCHA, ANDY	REC RUN CLUB REFUND	-30.00
L & L THOMPSON CONSTRUCTION	CAC-VANITY REMOVAL & INSTALLATION	2,250.00
LEU, SAMANTHA	REC SOCCER REFUND	-30.00
LOPEZ, ERICA	REC SOCCER REFUND	-30.00
MAIN STREET GARAGE, LLC	TIE RODS/ALIGNMENT/TIRES	1,593.37
MARCO INC	COPIER LEASE	175.92
MCCARTHY, ERIKA	REC SOCCER REFUND	-30.00
MYERS CONSTRUCTION COMPANY	PINE HEIGHTS	160,099.93
NE DEPT OF REVENUE	STATE WITHHOLDING	4,707.70
NE STATE TREASURER	UNCLAIMED PROPERTY	285.00
NE STATE TREASURER	UTILITY UNCLAIMED PROPERTY	312.83
NORTHEAST NE ECONOMIC DEV DIST	19-PW-017 AUG 21 SERVICES	762.00
OVERDRIVE, INC.	AUDIO & E BOOKS	191.40
PATEFIELD, DAVID	REC RUN CLUB REFUND	-60.00
POLICE OFFICERS' ASSOCIATION OF NE	POAN MEMBERSHIPS	105.00
POLICE OFFICERS' ASSOCIATION OF NE	POAN MEMBERSHIPS-VOID	-105.00
POUTRE, DEREK	AUDITORIUM DEPOSIT REFUND	200.00
QUADIENT LEASING USA, INC	FOLDER LEASE	-2,691.00
QUALIFICATION TARGETS INC.	TRAINING TARGETS	451.77
STADIUM SPORTING GOODS	SHIRTS	63.00
STANLEY STEEMER	CAC CARPET CLEANING	1,112.00
STAPLES, INC	OFFICE SUPPLIES	86.41
STURM, MIKE	REC SOCCER REFUND	-25.00
TINT SPECIALTIES LLC	NERF BAR	419.00
VAN DIEST SUPPLY	HERBICIDE	592.50
VIAERO WIRELESS	CELL PHONE	67.00
WAYNE COMMUNITY SCHOOLS	YEARBOOK AD	48.00
WEMHOFF, ANTHONY	BASEBALL REFUND	-25.00
WESCO DISTRIBUTION INC	SAFETY PAINT	108.00
WINNER'S CIRCLE	VOLLEYBALL MEDALS	240.00
WISNER WEST	FD GASOLINE	197.37
Y & Y LAWN SERVICE LLC	CAC FERTILIZER	120.00
ZACH HEATING & COOLING	ICE COOLER FAN MOTOR	110.50

Grand Total: 285,489.01

**From:** Yasuko Taoka <ytaoka@cityofwayne.org>  
**To:** Cale Giese; Wes Blecke; Jill Brodersen  
**CC:** Terri Buck; Matt Eischeid; Jason Karsky; Nick Muir; Dwaine Spieker; Chri...  
**Date:** 10/1/2021 10:31 AM  
**Subject:** Resignation

Dear Mayor Giese, Administrator Blecke, and President Brodersen (copy Council and Clerk McGuire),

I will unfortunately need to resign my Council seat. Obligations at work will prevent me from attending Council meetings, and Ward 2 deserves representation that can attend meetings.

I've greatly enjoyed my time on Council, and I've learned so much. I regret that I won't be able to see how some of our current projects turn out.

Thank you,  
Yasuko

**RESOLUTION NO. 2021-56**

WHEREAS, Baha, Inc., d/b/a "Raintree Liquor," made application to the Nebraska Liquor Control Commission for a Retail Class C Liquor License at 421 N Main 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 September 23, 2021; and

WHEREAS, a hearing was held on October 5, 2021, 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 5<sup>th</sup> day of October, 2021.

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  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: RC

License Number:  
**124515**



**Office Use Only**

NEW / REPLACING 088090 TOP (Yes) / No  
Hot List Yes (No) Initial: BH

## PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME BAHA Inc.  
TRADE (DBA) NAME Raintree Liquor  
PREVIOUS TRADE (DBA) NAME \_\_\_\_\_  
CONTACT PHONE NUMBER 402-369-0989 / 402-375-2090  
CONTACT EMAIL ADDRESS jclaussen@state nebank.com

jclaussen@state nebank.com  
Form 147

9/3 Misc Dep

Office use only	
PAYMENT TYPE <u>CK 1173</u>	<p>2100010623</p>
AMOUNT <u>\$400-</u> RCPT	
RECEIVED: <u>9/3/21</u> <u>BR</u>	
DATE DEPOSITED _____	

FORM 100  
REV 8/4/21

PAGE 1  
**RECEIVED**  
BR

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103) ✓
  - Limited Liability Company (LLC) (Form 102 & Form 103)  
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. 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 Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". ✓
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES \_\_\_\_\_ NO \_\_\_\_\_
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES \_\_\_\_\_ NO \_\_\_\_\_
- 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES \_\_\_\_\_ NO \_\_\_\_\_

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

Should we contact you with any questions on the application? YES \_\_\_\_\_ NO \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) Raintree Liquor

Street Address 421 Main St.

City Wayne County Wayne Zip Code 68787

Premises Telephone number 402.375.2090

Business e-mail address cubbie.doug@gmail.com

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

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Doug Manz

Street Address 520 W. 3rd St.

City Wayne State NE Zip Code 68787

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

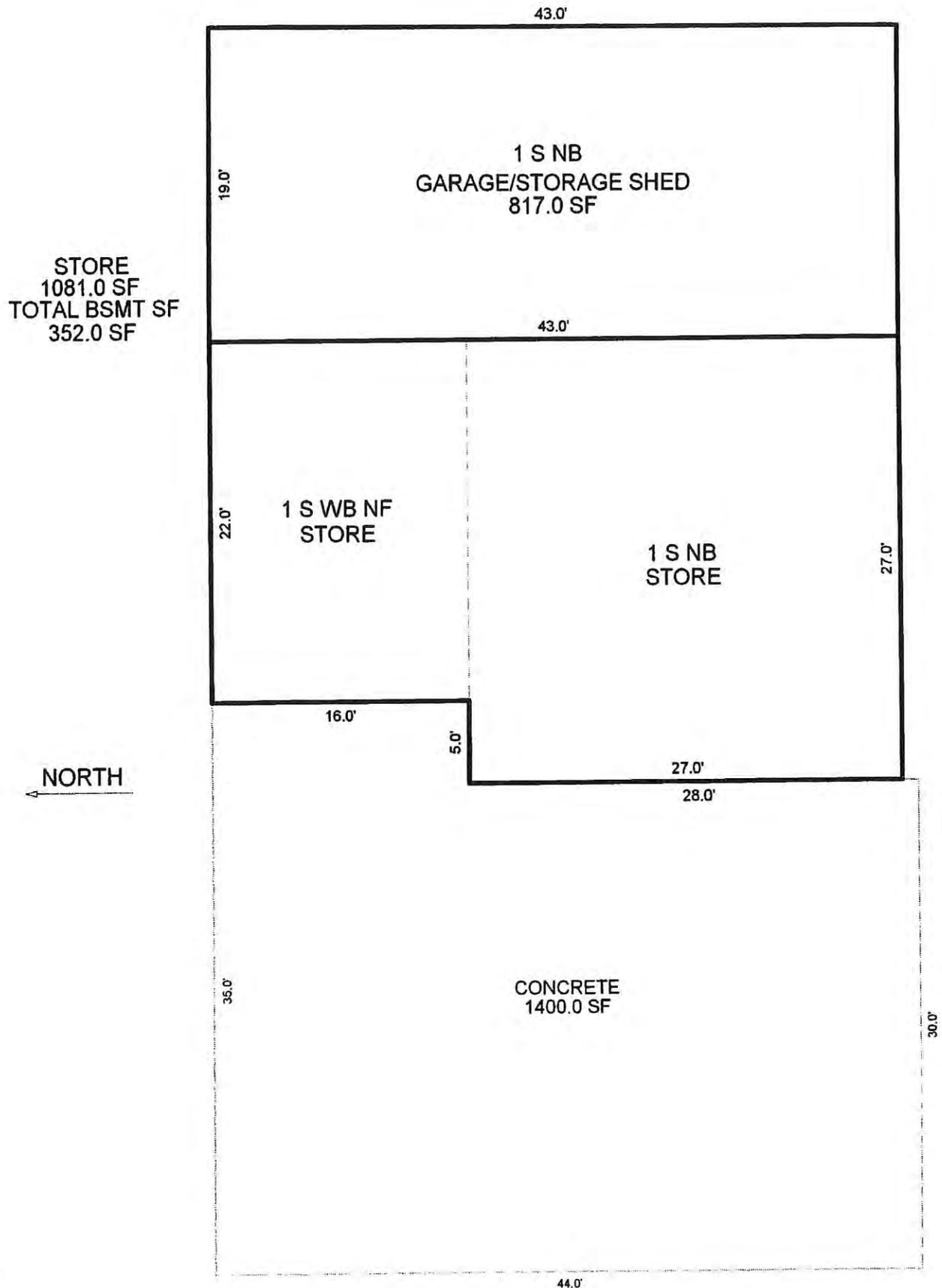
Building length 46 x width 43 in feet

Is there a basement? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

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

Attached.



Scale by April 2021

**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
Douglas Marra	10/6/12	Wayne Ne.	DRV W/INFL. IS 1st	Guilty

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

YES  NO

If yes, provide business name and license number Class CK 088696 BANA Inc Rain Tree

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

YES  NO

If yes, give name of business and liquor license number BANA Inc Rain Tree CK 088696

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)
    - a) Submit a copy of the business purchase 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

**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
Jaime Manz	3/19/16	West Point Nc.	Speeding 1-10	Guilty
	<del>10/16/15</del> 10/16/15	Wayne	Stop Sign / Traffic Stop	Guilty
	10/16/15	Wayne	NO Driver License	Guilty
	07/14/08	Wayne	DEV D/INFL .15 1st	Guilty

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

YES  NO

If yes, provide business name and license number BAMA Inc. Rain tree 088696 CK

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

YES  NO

If yes, give name of business and liquor license number BAMA Inc Rain tree 088696 CK

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)

- a) Submit a copy of the business purchase 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

**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
Jacue E. Clausen	06/1991	West Point Nebraska	MIP	Guilty (?)
Jacue E Clausen	10/1992	Cedar Co. Nebraska	MIP	Guilty (?)
Jason E Clausen	7/2011	Wayne Co. Nebraska	Speeding	Guilty
Jason E Clausen	10/1995	Lancaster Co. Nebraska	Parking Garage	Guilty

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

YES  NO

If yes, provide business name and license number \_\_\_\_\_

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

YES  NO

If yes, give name of business and liquor license number Rain tree Liquor 088696

**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)

a) Submit a copy of the business purchase 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

**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
Heidi L. Claussen	10/1992	Cedar Co, NE	MIP	guilty

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

YES  NO

If yes, provide business name and license number \_\_\_\_\_

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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)

- a) Submit a copy of the business purchase 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

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) State Nebraska Bank & Trust

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** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

YES  NO

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

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

State Nebraska Bank & Trust / Douglas Manz; Jaime Manz; Jason Clausen; Heidi Clausen

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.

Jason Clausen; Heidi Clausen JD Brothers 200 N. 34<sup>th</sup> St.  
Norfolk NE. License # 57775 Class I. From 2001 to 2006  
- Business sold.

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)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Douglas Manz / mgr	1994-2019	The Max Lounge Wayne, NE
Douglas Manz / Mgr.	19	
Jason & Heidi Clausen / owner	9/1/09-9/1/02	50 Brothers Norfolk NE

13. If the property 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 be in the name of applicant as owner or lessee

Lease expiration date \_\_\_\_\_  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? Business in operation

15. What will be the main nature of business? Liquor sales

16. What are the anticipated hours of operation? See Attached

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Jason Clausen Wayne NE	2010	Today			
Heidi Clausen Wayne NE	2010	Today			
Douglas Manz Wayne NE	2002	Today			
Jaimie Manz Wayne NE	2002	Today			

If necessary, attach a separate sheet

Rain Tree hours of operation:

Monday 12:30 – 10PM

Tuesday 12:30 – 10PM

Wednesday 12:30 – 10PM

Thursday 12:30 – 12AM

Friday 12:30 – 12AM

Saturday 10AM – 12AM

Sunday 12:30 – 8PM

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE –**

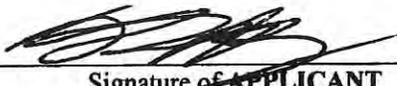
**PLEASE READ CAREFULLY**

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, CFR, 16.34.*

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Douglas Manz

Printed Name of **APPLICANT**

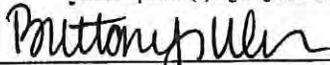
State of Nebraska, County of Wayne

The foregoing instrument was acknowledged before me this

8/27/2021

(Date)

By Douglas Manz  
Name of person(s) signing document in front of Notary



Notary Public Signature



Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

(Date)

By \_\_\_\_\_  
Name of person(s) signing document in front of Notary

Notary Public Signature

Notary Seal

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE -**

**PLEASE READ CAREFULLY**

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.

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*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.*

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

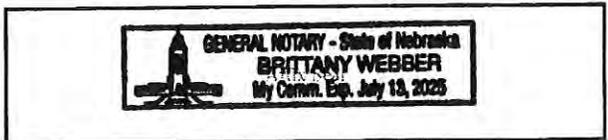
Jaime Manz  
Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)  
Jaime Manz  
Printed Name of **APPLICANT**

State of Nebraska, County of Wayne

The foregoing instrument was acknowledged before me this  
8/27/2021  
(Date)

By Jaime Manz  
Name of person(s) signing document in front of Notary

Brittany Webber  
Notary Public Signature



\_\_\_\_\_  
Signature of **SPOUSE**  
(Do not sign until in the presence of the Notary Public)

\_\_\_\_\_  
Printed Name of **SPOUSE**

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_  
(Date)

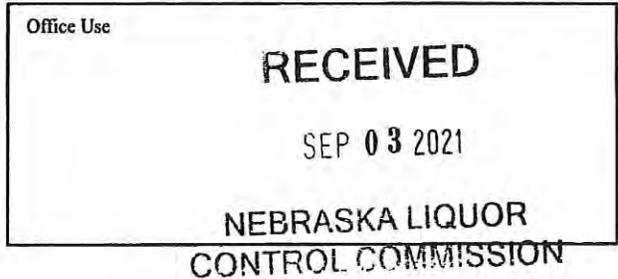
By \_\_\_\_\_  
Name of person(s) signing document in front of Notary

\_\_\_\_\_  
Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE  
CORPORATION  
INSERT - FORM 3a**

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



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders 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 Incorporation**

Name of Registered Agent: Douglas Manz

Name of Corporation that will hold license as listed on the Articles  
Baha Inc.

Corporation Address: 421 Main St.

City: Wayne State: NE Zip Code: 68787

Corporation Phone Number: 402-369-0989 Fax Number: —

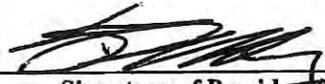
Total Number of Corporation Shares Issued: 1000

**Name and notarized signature of President/CEO (Information of president must be listed on following page)**

Last Name: Manz First Name: Douglas MI: —

Home Address: 520 W 3rd St. City: Wayne

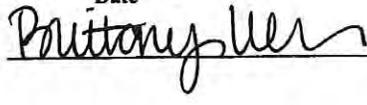
State: NE Zip Code: 68787 Home Phone Number: 402-369-0989

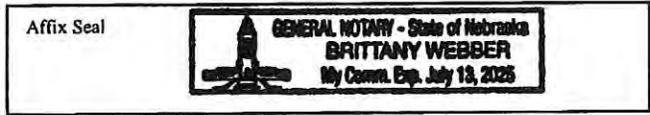
  
Signature of President/CEO

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Wayne  
8/27/2021  
Date

The foregoing instrument was acknowledged before me this  
by Douglas Manz  
name of person acknowledge





List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Manz First Name: Jaine MI: R  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: Vice President Number of Shares 250  
Spouse Full Name (indicate N/A if single): Douglas Manz  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Manz First Name: Douglas MI: L  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: President Number of Shares 250  
Spouse Full Name (indicate N/A if single): Jaine Manz  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Claussen First Name: Heidi MI: L  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: Secretary Number of Shares 250  
Spouse Full Name (indicate N/A if single): Jason E. Claussen  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Claussen First Name: Jason MI: E  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: Treasurer Number of Shares 250  
Spouse Full Name (indicate N/A if single): Heidi L Claussen  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

---

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

Starting Date:

January

Ending Date:

December

---

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.

# Nebraska Secretary of State

## BAHA, INC.

Tue Sep 14 13:03:00 2021

**SOS Account Number**

10126140

**Status**

Active

**Principal Office Address**
421 MAIN STREET  
WAYNE, NE 68787
**Registered Agent and Office Address**
MICHELLE D. HARDER  
1602 CLAYCOMB ROAD  
WAYNE, NE 68787
**Nature of Business**

RETAIL SALES OF BEER AND LIQUOR

**Entity Type**

Domestic Corp

Qualifying State: NE

**Date Filed**

Aug 12 2009

Corporation Position	Name	Address
President	TROY B HARDER	1602 CLAYCOMB ROAD WAYNE, NE 68787
Secretary	MICHELLE D HARDER	1602 CLAYCOMB ROAD WAYNE, NE 68787
Treasurer	MICHELLE D HARDER	1602 CLAYCOMB ROAD WAYNE, NE 68787
Director	MICHELLE D HARDER	1602 CLAYCOMB ROAD WAYNE, NE 68787
Director	TROY B HARDER	1602 CLAYCOMB ROAD WAYNE, NE 68787

**Next Report Due Date**

Jan 01 2022

**Filed Documents**

Filed documents for BAHA, INC. 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).

**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

**RECEIVED**

SEP 03 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED**

**MANAGER MUST:**

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

**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
<b>RECEIVED</b>
SEP 03 2021
NEBRASKA LIQUOR CONTROL COMMISSION

**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: BAHA Inc

**Premise information**

Liquor License Number: 088696 Class Type CK (if new application leave blank)

Premise Trade Name/DBA: Rain Tree

Premise Street Address: 421 N main st

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: (402) 375-2090

Premise Email address: cubbiesdoug@gmail.com

**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: Manz First Name: Douglas MI: L

Home Address: 520 W 3rd

City: Wayne County: Ne. Zip Code: 68787

Home Phone Number: (402) 369-0989

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Wayne Ne.

Email address: Cubbiesdouglas@gmail.com

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

YES  NO

X

**Spouse's information**

Spouses Last Name: Manz First Name: Jaime MI: R

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: NORFOLK, NE 68701

**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
Wayne Ne. 520 W 3rd St.	2011	2021	Wayne Ne. 520 W 3rd St.	2011	2021

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2020	<del>6000 40000</del> Rain Tree	Shelly Harner	(402) 369-2627
1995	2019	The Max B&E Grill	Ken Jorgensen	(402) 369-0966

**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
Douglas Manz	10/06/2012	Wayne Ne.	DRV V/INFL. 15 1st	guilty
Jaime Manz	3/19/2016	West Point Ne.	Speeding 1-10	guilty
	10/16/2015	Wayne Ne.	Violate Stop Sign	guilty
	10/16/2015	Wayne Ne.	No Drivers License	guilty
	9/14/2008	Wayne Ne.	DRV V/INFL. 15 1st	guilty

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):

The Rain Tree

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:

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

*You have them*

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

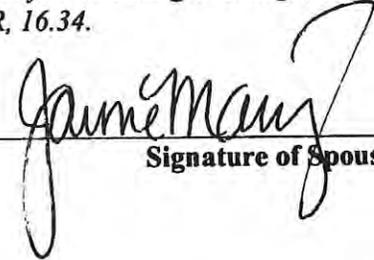
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. 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.

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**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.

  
\_\_\_\_\_  
Signature of Manager Applicant

  
\_\_\_\_\_  
Signature of Spouse

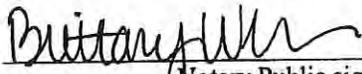
**ACKNOWLEDGEMENT**

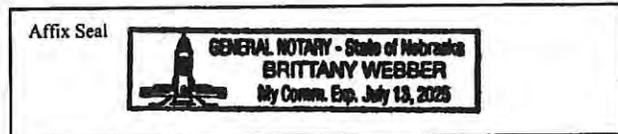
State of Nebraska  
County of Wayne

The foregoing instrument was acknowledged before me this

8/27/2021  
date

by Douglas Manz & Jaime Manz  
NAME OF PERSON BEING ACKNOWLEDGED

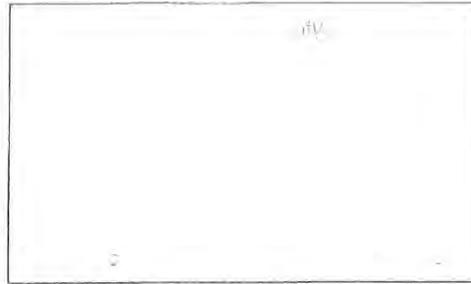
  
\_\_\_\_\_  
Notary Public signature



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](http://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  
4600 Innovation Drive  
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 the 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.*

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name BAHA INC., DBA Raintree Liquor

Name of Person Being Fingerprinted: Jaime Manz

Date of Birth: [REDACTED]

Date fingerprints were taken: \_\_\_\_\_

Location where fingerprints were taken: Non Profit

How was payment made to NSP?

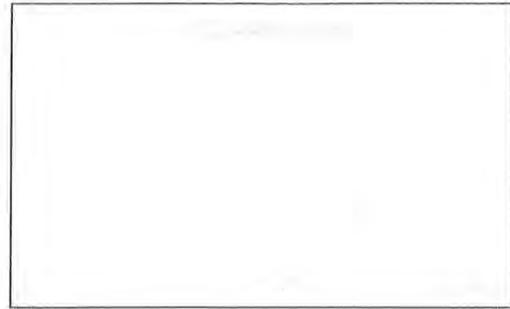
NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

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

Jaime Manz  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**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



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The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
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*Fingerprint cards should be submitted with the application.*

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\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name BAHA INC., DBA Raintree Liquor

Name of Person Being Fingerprinted: Douglas Manz

Date of Birth: [REDACTED]

Date fingerprints were taken: \_\_\_\_\_

Location where fingerprints were taken: Northville

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

X   
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

# PAYPORT

NEBRASKA.GOV

**PURCHASE RECEIPT**

**Nebraska State Patrol - Criminal Identification Division**

3800 NW 12th Street, Suite A  
Lincoln NE 68521  
(402)479-4971  
nsp.criminalident@nebraska.gov  
OTC Local Ref ID: 64124778  
9/16/2021 02:36 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**  
Customer Name: BAHA INC.  
Account Number: \*\*5738  
Routing Number: 104901335

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	65616804	\$45.25
Applicant Name: <b>Douglas Manz</b>			
Date of Birth: [REDACTED]			
Last four of S [REDACTED]			
Liquor License	1	65616804	\$45.25
Applicant Name: <b>Jaime Manz</b>			
Date of Birth: [REDACTED]			
Last four of So [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$90.50
Total Amount Charged			\$92.25

I authorize "" to electronically debit my account.

Customer Copy

Deb Finn  
(402) 375-2288  
County Clerk  
510 N Pearl, Ste 5  
Wayne, NE 68787

**Return Service Requested**



**Acknowledgement & Verification of Registration**

**Precinct:** Fourth Ward  
**Polling Place:** Party: REP  
Dist 1 County Shop - Ward 4  
515 Thorman  
Wayne  
U.S. Congressional District 3  
Legislative District 17  
Lower Elkhorn NRD SubD 5  
Wayne Community Schools  
Wayne Council Ward 4  
Commissioner Dist #3

**Wayne County, State of Nebraska**

**3726343**  
**Douglas L Manz**  
**520 W 3rd**  
**Wayne, NE 68787**

Deb Finn  
(402) 375-2288  
County Clerk  
510 N Pearl, Ste 5  
Wayne, NE 68787



**Return Service Requested**

**Acknowledgement & Verification of Registration**

Wayne County, State of Nebraska

718704

Jaime R Manz

520 W 3rd

Wayne, NE 68787

Precinct: Fourth Ward  
Polling Place: Party: DEM  
Dist 1 County Shop - Ward 4  
515 Thorman  
Wayne  
U.S. Congressional District 3  
Legislative District 17  
Lower Elkhorn NRD SubD 5  
Wayne Community Schools  
Wayne Council Ward 4  
Commissioner Dist #3

SCANNED

Date: 3/17/21 By: LO

210368

FILED  
WAYNE COUNTY, NE

2021 Mar 17 AM10:39

Debra Finn  
CLERK/ROD/ELECTION  
Electronically Recorded By SB

**WHEN RECORDED MAIL TO:**

State Nebraska Bank & Trust  
122 Main St  
Wayne, NE 68787-1940

**FOR RECORDER'S USE ONLY**

**DEED OF TRUST**

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$74,004.88.

**THIS DEED OF TRUST** is dated March 4, 2021, among BAHA, INC. , whose address is 520 W 3RD ST, WAYNE, NE 68787 ("Trustor"); State Nebraska Bank & Trust, whose address is 122 Main St, Wayne, NE 68787-1940 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and State Nebraska Bank & Trust, whose address is 122 Main St., Wayne, NE 68787-1940 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in WAYNE County, State of Nebraska:

**THE WEST 75 FEET OF LOT 1 AND THE NORTH 19 FEET OF THE WEST 75 FEET OF LOT 2, BLOCK 12, NORTH ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, EXCEPT THAT PART CONVEYED TO THE STATE OF NEBRASKA RECORDED IN DOCUMENT NO. 050844 IN THE REAL ESTATE RECORDS OF WAYNE COUNTY, NEBRASKA.**

**The Real Property or its address is commonly known as 421 MAIN ST., WAYNE, NE 68787.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS**

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(Continued)**

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**DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any

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right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nebraska law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed

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Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to

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this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustor a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term,

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(Continued)**

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obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the indebtedness or Trustor's ability to perform Trustor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Trustor's existence as a going business, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Acceleration Upon Default; Additional Remedies.** If any Event of Default occurs as per the terms of the Note secured hereby, Lender may declare all indebtedness secured by this Deed of Trust to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Lender may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part of the Property or interest in the Property; increase the income from the Property or protect the security of the Property; and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits of the Property, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection attorneys' fees, to any indebtedness secured by this Deed of Trust, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done in response to such default or pursuant to such notice of default; and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Lender shall be entitled to exercise every right provided for in the Note or the Related Documents or by law upon the occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver or specifically enforce any of the covenants hereof; and

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(Continued)**

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(c) Deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate offices of the County in which the Property is located; and

(d) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Nebraska Uniform Commercial Code.

**Foreclosure by Power of Sale.** If Lender elects to foreclose by exercise of the Power of Sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

(a) Upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor, Trustee, or Lender, may purchase at such sale.

(b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms of this Deed of Trust or under the terms of the Note not then repaid, including but not limited to accrued interest and late charges, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

**Remedies Not Exclusive.** Trustee and Lender, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust, under the Note, under any of the Related Documents, or under any other agreement or any laws now or hereafter in force; notwithstanding, some or all of such indebtedness and obligations secured by this Deed of Trust may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any manner affect Trustee's or Lender's right to realize upon or enforce any other security now or hereafter held by Trustee or Lender, it being agreed that Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Lender or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Lender, is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note or any of the Related Documents to Trustee or Lender or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Lender, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Lender from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Request for Notice.** Trustor, on behalf of Trustor and Lender, hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under this Deed of Trust be mailed to them at the addresses set forth in the first paragraph of this Deed of Trust.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**DEED OF TRUST  
(Continued)**

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**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of WAYNE County, State of Nebraska. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page (or computer system reference) where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by all the beneficiaries under this Deed of Trust or their successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Nebraska.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Wayne County, State of Nebraska.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or

**DEED OF TRUST  
(Continued)**

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unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means State Nebraska Bank & Trust, and its successors and assigns.

**Borrower.** The word "Borrower" means BAHA, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means State Nebraska Bank & Trust, its successors and assigns.

**DEED OF TRUST  
(Continued)**

Loan No: 125738050

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**Note.** The word "Note" means the promissory note dated March 4, 2021, in the original principal amount of \$37,002.44 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is March 4, 2026.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means State Nebraska Bank & Trust, whose address is 122 Main St., Wayne, NE 68787-1940 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means BAHA, INC. .

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.**

TRUSTOR:

BAHA, INC.

By:   
DOUGLAS L MANZ, President of BAHA, INC.

By:   
JAIME R MANZ, Vice President of BAHA, INC.

By:   
JASON E CLAUSSEN, Treasurer of BAHA, INC.

By:   
HEDI L CLAUSSEN, Secretary of BAHA, INC.

DEED OF TRUST  
(Continued)

Loan No: 125738050

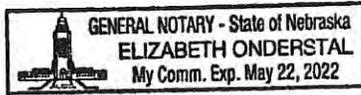
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CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska )  
 )  
COUNTY OF Wayne ) SS  
 )

On this 4<sup>th</sup> day of March, 20 21, before me, the undersigned Notary Public, personally appeared DOUGLAS L MANZ, President of BAHA, INC. ; JAIME R MANZ, Vice President of BAHA, INC. ; JASON E CLAUSSEN, Treasurer of BAHA, INC. ; and HEIDI L CLAUSSEN, Secretary of BAHA, INC. , and known to me to be authorized agents of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Elizabeth Onderstal  
Printed Name: Elizabeth Onderstal  
Notary Public in and for the State of Nebraska  
Residing at State Nebraska Bank & Trust  
My commission expires May 22, 2022



REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**\* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED\***

# Temporary Operating Permit

Nebraska Liquor Control Commission

## 21 – 515 Class I

Issued: September 16, 2021 – Expires: December 15, 2021

**Baha Inc**

**DBA: Raintree Liquor**

**421 Main St, Wayne, NE 68787 Wayne County**

**Description: One story building approx 46 x 43**



Hobert B Rupe - Executive Director  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 1<sup>st</sup> Floor  
Lincoln, NE 68509  
(402) 471 – 2571

**RESOLUTION NO. 2021-57**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“OLD CITY OF WAYNE LAGOON BERM DIRT WORK PROJECT.”**

WHEREAS, three bids were received on September 29, 2021, on the “Old City of Wayne Lagoon Berm Dirt Work 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 “Old City of Wayne Lagoon Berm Dirt Work Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
S & V Excavation, LLC 809 Logan Street Wayne NE 68787	\$5,460.00

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

PASSED AND APPROVED this 5<sup>th</sup> day of October, 2021.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF WAYNE**

**Lagoon Berm Dirt Work Project**

**Bid Opening: September 29, 2021 - 2:00 p.m.**

**BIDDER NAME**

**AMOUNT**

**S & V Excavation LLC**

**\$5,460.00**

Milo Meyer Construction Inc

\$6,450.00

Robert Woehler & Sons Construction Inc

\$14,640.00

**S & V EXCAVATION LLC**

**Terry Sievers**

**809 Logan Street**

**Wayne NE 68787**

**(402) 369-0671**

BID PROPOSAL – Dirt Work – Old City of Wayne Lagoon Berm

City of Wayne

Attention: Betty McGuire, City Clerk

PO Box 8

Wayne, NE 68787

I am pleased to offer the following pricing and timeline  
for the Old City of Wayne Lagoon Berm:

Dirt work will include:

Removal of Existing Surface and Stockpile  
Moving of Approximately 4,000 cubic yards of dirt from existing berm to  
designated areas in the specks

The total amount to provide this work is ..... \$5,460.00

Work will be started on or before October 13<sup>th</sup>, 2021 and completed within one week of the  
start date - weather permitting.

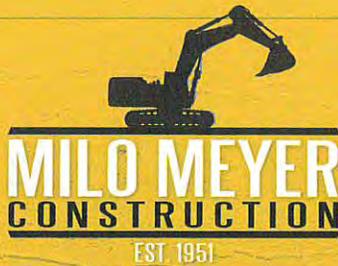
See the attached Proof of Insurance.

If you have any questions, please contact me at (402) 369-0671.

Submitted by: Terry Sievers, S & V Excavation LLC



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



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

1002 INDUSTRIAL RD. WAYNE, NE 68787

**DIRT WORK BID**  
**SUBMITTED TO:**  
**CITY OF WAYNE**  
**FOR: OLD LAGOON BERM**  
**9/24/21**

**Bid Includes:**

- a) Remove existing road surface and stockpile on adjacent parking area to the east
- b) Remove approximately 4000 cubic yards off existing berm outlined in yellow and staked
- c) Haul, level and compact approximately 3000 cubic yards of dirt from existing berm and place on road to meet the required elevations and specifications set forth by the City of Wayne
- d) All extra dirt will be placed in an area south of the existing berm
- e) Replace approximately 300 cubic yards of original rock road surface on road after final grading
- f) Work to begin as soon as possible depending on District softball tournaments and completed before end of October
- g) Proof of Insurance

**Total Cost to remove approximately 4300 cubic yards                      \$ 6,450.00**

**NOTE:**

We intend to use our GPS or Laser system to build this road and remove existing berm.

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

Steve Meyer  
402.369.0283



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

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

Bid Proposal For:

9/29/2021

**The City of Wayne, NE**  
**Attn. Wes Blecke/City Clerk**  
 306 Pearl St  
 Wayne, NE 68787

Phone: 402-375-1733

**Project: Dirt Work - Old City of Wayne Lagoon berm**

Item	Description	Unit	Estimated		Sub Totals
			Quantity	Unit Cost	
1	Move yellow line dirt off onto purple area road "Request for Proposals"	CY	4000	\$3.66	\$14,640.00

All work to be done by November 5th 2021

---

**Total Project Cost**      \$14,640.00

Schedule to be negotiated, reviewed and agreed to by all parties prior to final acceptance, 15 working days requested.

Price **Does Not** Include any other Debris, Sludge or Hazardous Waste Disposal, work to be done by others.

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

Owner is responsible for paying any city, engineering, compaction, inspection, state, clean up, dump or Misc. fees.

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

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

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: 9/29/21

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

**RESOLUTION NO. 2021-58**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A BOBCAT UW56 FROM BOBCAT OF NORFOLK, NEBRASKA.**

WHEREAS, the Parks and Recreation Department prepared specifications for the purchase of a new "Bobcat UW56;" and

WHEREAS, the Parks and Recreation Department has solicited bids for said piece of equipment; and

WHEREAS, two bids were received for the procurement of said "Bobcat UW56;" and

WHEREAS, staff has reviewed the bids and recommends that the said piece of equipment, as submitted by the following bidder/vendor, is the lowest, responsible and best bid/price received:

<u>Name and Address</u>	<u>Amount of Base Bid</u>
Bobcat of Norfolk Norfolk, Nebraska	\$61,500.87

BE IT RESOLVED that the bid, as above set forth, filed with the City Clerk for the purchase of said "Bobcat UW56," be and the same is hereby accepted.

BE IT FURTHER RESOLVED that documents by and between the City and the bidder/vendor necessary to order and procure said piece of equipment be executed within fifteen (15) days of the Notice of Award.

PASSED AND APPROVED this 5<sup>th</sup> day of October, 2021.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## Product Quotation

Quotation Number: 32386D032863

Date: 2021-09-21 08:47:03

Ship to	Bobcat Dealer	Bill To
CITY OF WAYNE Attn: Lowell Heggemeyer 306 PEARL ST. PO BOX 8 WAYNE, NE 68787 Phone: (402) 375-8627 Fax: (402) 375-7900 Email: lheggemeyer@cityofwayne.org	Bobcat of Norfolk, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Zach Kruse Phone: 402-371-0144 Fax: 402-371-6031 E Mail: zkruse@nebraskaharvestore.com	CITY OF WAYNE Attn: Lowell Heggemeyer 306 PEARL ST. PO BOX 8 WAYNE, NE 68787 Phone: (402) 375-8627 Fax: (402) 375-7900

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat UW56</b> Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light	M1225	1	\$62,765.79	\$62,765.79
Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights	M1225-P01-C01	1	\$2,895.00	\$2,895.00
29 X 12.5 Turf Tires	M1225-R05-C05	1	\$786.00	\$786.00
Heavy Duty Battery	M1225-R07-C02	1	\$97.00	\$97.00
Attachment Control	M1225-R08-C02	1	\$236.00	\$236.00
Power Bob-Tach	M1225-R14-C03	1	\$1,099.00	\$1,099.00
Radio Option	M1225-R15-C02	1	\$533.00	\$533.00
Traction Control	M1225-R16-C02	1	\$545.00	\$545.00
Interior Trim	M1225-A01-C04	1	\$205.00	\$205.00
Strobe Light Kit, Amber	7129301	1	\$347.37	\$347.37
68" Light Material Bucket	7279100	1	\$1,264.00	\$1,264.00
--- Bolt-On Cutting Edge, 68"	6718006	1	\$285.50	\$285.50



### Product Quotation

Quotation Number: 32386D032864  
Date: 2021-09-16 11:13:54

Ship to	Bobcat Dealer	Bill To
CITY OF WAYNE Attn: Lowell Heggemeyer 306 PEARL ST. PO BOX 8 WAYNE, NE 68787 Phone: (402) 375-8627 Fax: (402) 375-7900 Email: lheggemeyer@cityofwayne.org	Bobcat of Norfolk, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Zach Kruse Phone: 402-371-0144 Fax: 402-371-6031 E Mail: zkruse@nebraskaharvestore.com	CITY OF WAYNE Attn: Lowell Heggemeyer 306 PEARL ST. PO BOX 8 WAYNE, NE 68787 Phone: (402) 375-8627 Fax: (402) 375-7900

Description	Part No	Qty	Price Ea.	Total
68" Angle Broom	7337703	1	\$6,115.00	\$6,115.00
Total of Items Quoted				<b>\$6,115.00</b>
Discount	Nebraska State Contract Discount			<b>(\$1,467.60)</b>
Quote Total - US dollars				<b>\$4,647.40</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____





# Bobcat

## Product Quotation

Quotation Number: HMM-27686

Date: 2021-09-17 14:33:01

Customer Name/Address:	Bobcat Delivering Dealer	<b>ORDER TO BE PLACED WITH:</b> Contract Holder/Manufacturer
City of Wayne Nebraska Attn: Lowell 207 Fairgrounds Ave. Wayne, NE 68787 Phone: (402) 375-1300	<b>Doug</b> Sooland Bobcat, Sioux City, IA 3109 HIGHWAY 75 NORTH SIOUX CITY IA 51105-2218 Phone: (712) 277-8066 Fax: (712) 277-8809	<b>Clark Equipment Co dba Bobcat Company</b> 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat UW56</b> Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics <ul style="list-style-type: none"> <li>Variable Flow with dual direction detent</li> </ul> Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive Horsepower Management <ul style="list-style-type: none"> <li>Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 &amp; ISO 3471</li> <li>Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 &amp; ISO3449, Level I</li> </ul> Dome Light	M1225	1	\$50,212.80	\$50,212.80
Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
<b>Deluxe Road Package</b> Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights	M1225-P01-C01	1	\$2,316.00	\$2,316.00
<b>29 X 12.5 Turf Tires</b>	M1225-R05-C05	1	\$628.80	\$628.80
<b>Heavy Duty Battery</b>	M1225-R07-C02	1	\$77.60	\$77.60
<b>Attachment Control</b>	M1225-R08-C02	1	\$188.80	\$188.80
<b>Power Bob-Tach</b>	M1225-R14-C03	1	\$879.20	\$879.20
<b>Radio Option</b>	M1225-R15-C02	1	\$426.40	\$426.40
<b>Traction Control</b>	M1225-R16-C02	1	\$436.00	\$436.00
<b>Interior Trim</b>	M1225-A01-C04	1	\$164.00	\$164.00
<b>Strobe Light</b>	7424783	1	\$206.66	\$206.66
<b>68" Light Material Bucket</b>	7279100	1	\$960.64	\$960.64
--- Bolt-On Cutting Edge, 68"	6718006	1	\$228.00	\$228.00
<b>68" Angle Broom</b>	7337703	1	\$4,647.40	\$4,647.40

Total of Items Quoted	\$61,372.30
Dealer Assembly Charges	\$180.00
Quote Total - US dollars	<b>\$61,552.30</b>

Notes:

**\*\*Prices per the NASPO GROUND MAINT. NEBRASKA**  
**\*Terms Net 30 Days. Credit cards accepted.**  
**\*FOB Destination within the 48 Contiguous States.**  
**\*Delivery: 60 to 90 days from ARO.**  
**\*Please include a Tax Exempt Certificate with order placed.**  
**\*TID# 38-0425350**  
**\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_



**RESOLUTION NO. 2021-59**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF AN S66 T4 BOBCAT SKID STEER LOADER WITH ATTACHMENTS FROM BOBCAT OF NORFOLK, NEBRASKA.**

WHEREAS, the Street Department prepared specifications for the purchase of a new "S66 T4 Bobcat Skid Steer Loader with attachments;" and

WHEREAS, the Street Department has solicited bids for said piece of equipment; and

WHEREAS, two bids were received for the procurement of said "S66 T4 Bobcat Skid Steer Loader with attachments;" and

WHEREAS, staff has reviewed the bids and recommends that the said piece of equipment, as submitted by the following bidder/vendor, is the lowest, responsible and best bid/price received:

<u>Name and Address</u>	<u>Amount of Base Bid</u>
Bobcat of Norfolk Norfolk, Nebraska	\$39,209.02

BE IT RESOLVED that the bid, as above set forth, filed with the City Clerk for the purchase of said "S66 T4 Bobcat Skid Steer Loader," be and the same is hereby accepted.

BE IT FURTHER RESOLVED that documents by and between the City and the bidder/vendor necessary to order and procure said piece of equipment be executed within fifteen (15) days of the Notice of Award.

PASSED AND APPROVED this 5<sup>th</sup> day of October, 2021.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## Product Quotation

Quotation Number: 32386D032873

Date: 2021-09-30 11:37:14

Ship to	Bobcat Dealer	Bill To
Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330 Email: jjorgensen@cityofwayne.org	Bobcat of Norfolk, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Zach Kruse Phone: 402-371-0144 Fax: 402-371-6031 E Mail: zkruse@nebraskaharvestore.com	Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330

Description	Part No	Qty	Price Ea.	Total
<b>S66 T4 Bobcat Skid Steer Loader</b> 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0347	1	\$52,502.00	\$52,502.00
				Lift Path: Vertical Lights, Front & Rear LED Operator Cab Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE- J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Wedge Brake System Tires: 31x12x16.5, 10 PR, Super Float Tires Two Speed Travel Warranty: 2 years, or 2000 hours whichever occurs first
P28 Performance Package "Power Bob-Tach Attachment Control Two-Speed	M0347-P06-P28	1	\$2,928.00	\$2,928.00
				Dual Direction Bucket Positioning Automatic Ride Control"
C88 Comfort Package "Clear Sides Enclosed Cab with Auto HVAC Sound Reduction	M0347-P07-C88	1	\$9,673.00	\$9,673.00
				Heated Cloth Air Ride Suspension Seat Premium LED Lights Rear View Camera"
Touch Display with Radio & Bluetooth				
68" Heavy Duty Bucket --- Bolt-On Cutting Edge, 68"	7272679 6718006	1 1	\$1,106.00 \$285.50	\$1,106.00 \$285.50
<b>Total of Items Quoted</b>				<b>\$66,494.50</b>
Trade-in                   2012 Bobcat S205 Ser#A3LJ41291				<b>(\$21,000.00)</b>
Discount                 Nebraska State Contract Discount				<b>(\$22,400.46)</b>
<b>Quote Total - US dollars</b>				<b>\$23,094.04</b>

### Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Product Quotation

Quotation Number: 32386D032876

Date: 2021-09-27 12:17:11

Ship to	Bobcat Dealer	Bill To
Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330 Email: jjorgensen@cityofwayne.org	Bobcat of Norfolk, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Zach Kruse Phone: 402-371-0144 Fax: 402-371-6031 E Mail: zkruse@nebraskaharvestore.com	Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330

Description	Part No	Qty	Price Ea.	Total
PCF34 Plate Compactor (PCF34)	7211623	1	\$5,690.50	\$5,690.50
--- X-Change Mounting Cap - HB680/NB140 and PCF34 plate compactor	7113656	1	\$506.00	\$506.00
--- PC Hose Kit, Long Arm	7217834	1	\$238.00	\$238.00
Total of Items Quoted				<b>\$6,434.50</b>
Discount Nebraska State Contract Discount				<b>(\$1,544.28)</b>
Quote Total - US dollars				<b>\$4,890.22</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



## Product Quotation

Quotation Number: 32386D032874

Date: 2021-09-27 12:13:16

Ship to	Bobcat Dealer	Bill To
Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330 Email: jjorgensen@cityofwayne.org	Bobcat of Norfolk, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Zach Kruse Phone: 402-371-0144 Fax: 402-371-6031 E Mail: zkruse@nebraskaharvestore.com	Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330

Description	Part No	Qty	Price Ea.	Total
73" Vibratory Roller W/Padded Drum	7165401	1	\$10,990.00	\$10,990.00
Total of Items Quoted				<b>\$10,990.00</b>
Discount	Nebraska State Contract Discount			<b>(\$2,637.60)</b>
Quote Total - US dollars				<b>\$8,352.40</b>

### Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



## Product Quotation

Quotation Number: 32386D032875

Date: 2021-09-27 12:15:41

Ship to	Bobcat Dealer	Bill To
Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330 Email: jjorgensen@cityofwayne.org	Bobcat of Norfolk, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Zach Kruse Phone: 402-371-0144 Fax: 402-371-6031 E Mail: zkruse@nebraskaharvestore.com	Street Department Attn: Jason Jorgensen 111 Dearborn Street Wayne, NE 68787 Phone: (402) 518-0330

Description	Part No	Qty	Price Ea.	Total
15C Auger Drive Unit	6809442	1	\$1,960.50	\$1,960.50
--- Auger 15C/H, 30C/H Mounting Frame	6812980	1	\$440.00	\$440.00
--- Standard Duty Bit, 12"	6666893	1	\$470.76	\$470.76
--- Standard Duty Bit, 24"	6666896	1	\$908.15	\$908.15
Total of Items Quoted				<b>\$3,779.41</b>
Discount	Nebraska State Contract Discount			<b>(\$907.05)</b>
Quote Total - US dollars				<b>\$2,872.36</b>

### Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



# Bobcat

## Product Quotation

Quotation Number: HMM-03904  
Date: 2021-09-23 10:04:01

Customer Name/Address:	Bobcat Dealer	<b>ORDER TO BE PLACED WITH:</b> <b>Contract Holder/Manufacturer</b>
<b>CITY OF WAYNE</b> Attn: <b>LOWELL</b> 207 FAIRGOUNDS AVE WAYNE, NE 68787	Sooland Bobcat, Sioux City, IA 3109 HIGHWAY 75 NORTH SIOUX CITY IA 51105-2218 Phone: (712) 277-8066 Fax: (712) 277-8809 ----- Contact: Doug Muilenburg Phone: (712) 277-8066 Fax: (712) 277-8809 Cellular: 712-259-2574 E Mail: doug@soolandbobcat.com	<b>Clark Equipment Co dba Bobcat Company</b> 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>S66 T4 Bobcat Skid Steer Loader</b> 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	<b>M0347</b>	<b>1</b>	<b>\$36,751.40</b>	<b>\$36,751.40</b>
	<b>Lift Path: Vertical</b> <b>Lights, Front &amp; Rear LED</b> <b>Operator Cab</b>			
	<ul style="list-style-type: none"> <li>Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt</li> <li>Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471</li> <li>Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)</li> </ul>			
	Parking Brake: Wedge Brake System Tires: 31x12x16.5, 10 PR, Super Float Tires Two Speed Travel Warranty: 2 years, or 2000 hours whichever occurs first			
<b>P28 Performance Package</b> Power Bob Tach Attachment Control	<b>M0347-P06-P29</b>	<b>1</b>	<b>\$2,049.60</b>	<b>\$2,049.60</b>
	<b>Two-Speed</b> <b>Dual Direction Bucket Positioning</b> <b>Automatic Ride Control</b>			
<b>C88 Comfort Package</b> "Clear Sides Enclosed Cab with Auto HVAC Sound Reduction	<b>M0347-P07-C88</b>	<b>1</b>	<b>\$6,771.10</b>	<b>\$6,771.10</b>
	<b>Heated Cloth Air Ride Suspension Seat</b> <b>Premium LED Lights</b> <b>Rear View Camera"</b>			
<b>Touch Display with Radio &amp; Bluetooth</b>				
<b>68" Heavy Duty Bucket</b>	<b>7272679</b>	<b>1</b>	<b>\$840.56</b>	<b>\$840.56</b>
--- Bolt-On Cutting Edge, 68"	<b>6718006</b>	<b>1</b>	<b>\$228.00</b>	<b>\$228.00</b>
<b>Total of Items Quoted</b>				<b>\$46,640.66</b>
<b>Dealer P.D.I.</b>				<b>\$150.00</b>
<b>Freight Charges</b>				<b>\$0.00</b>
<b>Dealer Assembly Charges</b>				<b>\$30.00</b>
<b>Trade-in S205 Bobcat</b>				<b>(\$20,000.00)</b>
<b>Quote Total - US dollars</b>				<b>\$26,820.66</b>



# Bobcat

## Product Quotation

Quotation Number: HMM-03906

Date: 2021-09-23 10:08:36

Customer Name/Address:	Bobcat Dealer	<b>ORDER TO BE PLACED WITH:</b> <b>Contract Holder/Manufacturer</b>
<b>CITY OF WAYNE</b> <b>Attn: LOWELL</b> <b>207 FAIRGOUNDS AVE</b> <b>WAYNE, NE 68787</b>	Sooland Bobcat, Sioux City, IA 3109 HIGHWAY 75 NORTH SIOUX CITY IA 51105-2218 Phone: (712) 277-8066 Fax: (712) 277-8809 ----- Contact: Doug Muilenburg Phone: (712) 277-8066 Fax: (712) 277-8809 Cellular: 712-259-2574 E Mail: doug@soolandbobcat.com	<b>Clark Equipment Co dba Bobcat Company</b> <b>250 E Beaton Dr</b> <b>West Fargo, ND 58078</b> <b>Phone: 701-241-8719</b> <b>Fax: 701-280-7860</b> <b>Contact: Heather Messmer</b> <b>Heather.Messmer@doosan.com</b>

Description	Part No	Qty	Price Ea.	Total
15C Auger Drive Unit	6809442	1	\$1,446.28	\$1,446.28
--- Auger 15C/H, 30C/H Mounting Frame	6812980	1	\$334.40	\$334.40
--- Standard Duty Bit, 12"	6666893	1	\$470.76	\$470.76
--- Standard Duty Bit, 24"	6666896	1	\$908.15	\$908.15

<b>Total of Items Quoted</b>	<b>\$3,159.59</b>
<b>Dealer P.D.I.</b>	<b>\$50.00</b>
<b>Freight Charges</b>	<b>\$0.00</b>
<b>Dealer Assembly Charges</b>	<b>\$30.00</b>
<b>Quote Total - US dollars</b>	<b>\$3,239.59</b>

Notes:

*\*Prices per the NASPO NE Contract*  
*\*Terms Net 30 Days. Credit cards accepted.*  
*\*FOB Destination within the 48 Contiguous States.*  
*\*Delivery: 60 to 90 days from ARO.*  
*\*Please include a Tax Exempt Certificate with order placed.*  
*\*TID# 38-0425350*  
*\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_





# Bobcat

## Product Quotation

Quotation Number: HMM-03907

Date: 2021-09-23 10:10:03

Customer Name/Address:	Bobcat Dealer	<b>ORDER TO BE PLACED WITH: Contract Holder/Manufacturer</b>
CITY OF WAYNE Attn: LOWELL 207 FAIRGOUNDS AVE WAYNE, NE 68787	Sooland Bobcat, Sioux City, IA 3109 HIGHWAY 75 NORTH SIOUX CITY IA 51105-2218 Phone: (712) 277-8066 Fax: (712) 277-8809 ----- Contact: Doug Muilenburg Phone: (712) 277-8066 Fax: (712) 277-8809 Cellular: 712-259-2574 E Mail: doug@soolandbobcat.com	<b>Clark Equipment Co dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com</b>

Description	Part No	Qty	Price Ea.	Total
73" Vibratory Roller W/Padded Drum	7165401	1	\$8,352.40	\$8,352.40

Total of Items Quoted	\$8,352.40
Dealer P.D.I.	\$50.00
Freight Charges	\$0.00
Dealer Assembly Charges	\$0.00
Quote Total - US dollars	<b>\$8,402.40</b>

Notes:

*\*Prices per the NASPO NE Contract*  
*\*Terms Net 30 Days. Credit cards accepted.*  
*\*FOB Destination within the 48 Contiguous States.*  
*\*Delivery: 60 to 90 days from ARO.*  
*\*Please include a Tax Exempt Certificate with order placed.*  
*\*TID# 38-0425350*  
***\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_





# Bobcat

## Product Quotation

Quotation Number: HMM-03905  
Date: 2021-09-23 10:06:10

Customer Name/Address:	Bobcat Dealer	<b>ORDER TO BE PLACED WITH: Contract Holder/Manufacturer</b>
<b>CITY OF WAYNE Attn: LOWELL 207 FAIRGOUNDS AVE WAYNE, NE 68787</b>	Sooland Bobcat, Sioux City, IA 3109 HIGHWAY 75 NORTH SIOUX CITY IA 51105-2218 Phone: (712) 277-8066 Fax: (712) 277-8809 ----- Contact: Doug Muilenburg Phone: (712) 277-8066 Fax: (712) 277-8809 Cellular: 712-259-2574 E Mail: doug@soolandbobcat.com	<b>Clark Equipment Co dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com</b>

Description	Part No	Qty	Price Ea.	Total
PCF34 Plate Compactor (PCF34)	7211623	1	\$4,396.18	\$4,396.18
--- X-Change Mounting Cap - HB680/NB140 and PCF34 plate compactor	7113656	1	\$384.56	\$384.56
--- PC Hose Kit, Long Arm	7217834	1	\$57.12	\$57.12

<b>Total of Items Quoted</b>	<b>\$4,837.86</b>
<b>Dealer P.D.I.</b>	<b>\$50.00</b>
<b>Freight Charges</b>	<b>\$0.00</b>
<b>Dealer Assembly Charges</b>	<b>\$90.00</b>
<b>Quote Total - US dollars</b>	<b>\$4,977.86</b>

**Notes:**

*\*Prices per the NASPO NE Contract*  
*\*Terms Net 30 Days. Credit cards accepted.*  
*\*FOB Destination within the 48 Contiguous States.*  
*\*Delivery: 60 to 90 days from ARO.*  
*\*Please include a Tax Exempt Certificate with order placed.*  
*\*TID# 38-0425350*  
***\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_



**RESOLUTION NO. 2021-60**

**A RESOLUTION APPROVING FIRE TRUCK AND EQUIPMENT SPECIFICATIONS AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.**

WHEREAS, the Wayne Volunteer Fire Department has prepared specifications for a new fire truck and related equipment; and

WHEREAS, a sub-committee has reviewed the specifications and have recommended their approval.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. That the specifications for the fire truck and related equipment be and the same are hereby approved.
2. That the estimate of cost of \$535,000.00 for the fire truck and related equipment be and the same is hereby approved.
3. That the advertisement for and receiving of bids on the aforesaid fire truck by the City Clerk in a timely manner is hereby directed.

PASSED AND APPROVED this 5<sup>th</sup> day of October, 2021.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

Yes

No

**CUSTOM SIDEMOUNT STYLE PUMPER**

**BID BOND 10%**

The bidder shall provide a bid bond in the amount of 10% of the bid. The surety shall be provided by a company approved to do business in the State of Nebraska.

**PERFORMANCE BOND**

The bidder shall provide a 100% performance bond for the apparatus.

**PAYMENTS**

All payments for the apparatus will be made directly to the manufacturer. Payments to a dealer will not be made by the City of Wayne. Upon final payment, the title/MSO for the apparatus shall be provided to the City of Wayne.

**NO EXCEPTIONS**

**DELIVERY**

The apparatus shall be FOB, Wayne, NE. The manufacturer shall deliver the apparatus to Wayne, NE and insure the apparatus until it arrives in Wayne, NE.

**EXCEPTIONS**

The bidder shall mark each paragraph as to whether the bidder complies. If the bidder marks yes, they are agreeing that they meet the entire specification. If the bidder marks the section no, they must explain why they do not meet the specification. A list of exceptions shall be provided by the bidder as a separate document. The document shall have the following items listed for each exception:

Specification page number, paragraph heading, and a brief explanation of why the bidder doesn't meet the specification. A bidder may list clarifications in this document. Bidders misrepresenting exceptions as clarifications shall be considered nonresponsive and the bids may be rejected. The department shall make the determination if a bid is to be rejected.

The department shall make the final determination as to if the manufacturer meets the departments specifications.

If an item is marked NO EXCEPTIONS, the bidder must comply with the department's specification.

**NFPA 1901-2016**

The National Fire Protection Association "Standard for Automotive Fire Apparatus", 2016 edition, is hereby adopted and made a part of these specifications, the same as if it were written out in full detail, with the exception of the section dealing with "Equipment Recommended for Various Types of Apparatus". Bidders shall provide the equipment requested herein and the buyer shall supply the rest before the apparatus is put into service. It is the intent of the purchaser to purchase an apparatus that meets 100% of the minimum standards defined and outlined in NFPA 1901-2016 edition. There are to be no exceptions to this requirement.

**OVERALL HEIGHT**

CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA

Bidder  
Complies

Yes

No

The actual overall height of the vehicle shall be approximately 120" from the ground. This measurement shall be taken with the tires properly inflated with the apparatus in the unloaded condition. The actual measurement shall be taken at the highest point of the apparatus.

**OVERALL LENGTH**

The actual overall length of the vehicle shall be approximately 420"

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes      No**

**WHEELBASE**

The wheelbase of the vehicle shall be approximately 17'-6".

**ANGLE OF APPROACH**

The angle of approach of the vehicle shall be approximately 15 degrees.

**ANGLE OF A DEPARTURE**

The angle of departure of the vehicle shall be approximately 15 degrees.

**VEHICLE TOP SPEED**

The vehicle's top speed shall be 68 mph.

**MISCELLANEOUS EQUIPMENT ALLOWANCE**

The Gross Axle Weight Rating (GAWR) and the Gross Combined Weight Rating (GCWR) or Gross Vehicle Weight Rating (GVWR) of the chassis shall be adequate to carry the weight of the unequipped apparatus with the water tank and other tanks full, specified hose load, unequipped personnel weight, ground ladders, and miscellaneous equipment allowance of 3,000 pounds.

**OWNER'S MANUALS**

There shall be an owner's manual containing the construction, operation, and service documentation provided in USB format per NFPA. There shall be two (2) copies provided with the apparatus.

**ELECTRICAL SYSTEM SCHEMATIC**

A complete electrical schematic for the apparatus shall be provided. This schematic shall be specifically prepared for this individual unit rather than a generic schematic designed to accommodate all apparatus.

**PRE-CONSTRUCTION MEETING**

There shall be a preconstruction meeting between the manufacturer and the department to confirm all details of the apparatus to be built. The meeting shall be attended by the department, the dealership, and the manufacturer.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**PRE-PAINT INSPECTION**

There shall be an inspection of the apparatus at the pre-paint stage of production by the customer at the apparatus manufacturer's showroom. The customer shall be given the opportunity to visually inspect the chassis, pump panel, plumbing, and all other body options so that any discrepancies may be addressed prior to the painting process. A company representative shall be present at the inspection to answer all questions. Adequate notice shall be given to the dealer as to when the apparatus will be available for inspection.

**FINAL INSPECTION**

The customer and a dealer representative will inspect the final apparatus prior to it leaving the apparatus manufacturer's facility. This will allow any changes that may be required, to be done so in a timely and inexpensive manner.

**INDEPENDENT THIRDPARTY PUMP CERTIFICATION**

The fire pump shall be tested and certified by Underwriter's Laboratories, a nationally recognized independent third-party testing company.

The pump test shall be done, on the completed apparatus, in accordance with NFPA 1901.

**FOAM PROPORTIONING SYSTEM TESTING**

The foam proportioning system shall be tested and certified after final installation as per NFPA 1901.

**12 VOLT SYSTEMS TEST**

After completion of the unit, the 12 volt electrical system shall undergo a battery of tests as listed in NFPA 1901. These tests shall include, but not be limited to:

- Reserve capacity test
- Alternator performance test at idle
- Alternator performance test at full load
- Low voltage alarm test

Certification of the results shall be supplied with the apparatus at the time of delivery.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**VEHICLE STABILITY**

The apparatus shall comply with the requirements of NFPA 1901 as it applies to vehicle stability. The apparatus as described in the specification provided within the bid package shall be classified into one of the following categories:

- The apparatus shall go through actual tilt table testing. This shall be determined by the apparatus manufacturer.
- The apparatus shall be equipped with a rollover stability control system as defined in section 4.13.1.2 of NFPA 1901.
- The apparatus shall be deemed a similar apparatus and meeting the intent of section 4.13.1.1.2 of NFPA 1901.

**TEN (10) YEAR WARRANTY BODY STRUCTURAL INTEGRITY**

The apparatus shall be free of structural or design failure or workmanship for a period of ten (10) years or 100,000 miles.

**THREE (3) YEAR PAINT LIMITED WARRANTY**

The apparatus body and pump house shall be free of blistering, peeling and any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces for a prorated period of three (3) years.

**TEN (10) YEAR CORROSION LIMITED WARRANTY**

The body exterior paint shall be warranted against corrosion perforation for a prorated period of ten (10) years starting thirty (30) days after the original invoice date.

**TEN (10) YEAR STAINLESS STEEL PLUMBING LIMITED WARRANTY**

The stainless steel plumbing and piping shall be free from corrosion perforation for a period of ten (10) years.

**PUMP WARRANTY**

The pump warranty shall be Waterous's standard warranty.

**WATER TANK WARRANTY**

The tank shall be complete with a lifetime warranty. The tank manufacturer shall mark the tank and furnish notice that indicates proof of warranty. The warranty shall provide for on-site repair and shall cover all labor to repair the tank to include removal and reinstalling apparatus components to gain access to the tank.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes      No**

**CUSTOM CHASSIS**

The chassis shall be a custom fire chassis. The chassis shall be designed specifically for the fire service.

**GROSS AXLE WEIGHT RATINGS FRONT**

The front gross axle weight rating (GAWR) of the chassis shall be 20,000 pounds.

**GROSS AXLE WEIGHT RATINGS REAR**

The rear gross axle weight rating (GAWR) of the chassis shall be 27,000 pounds.

**CAB STYLE**

The cab shall be a custom, fully enclosed model with a 10.00 inch raised roof over the driver, officer, and crew area.

The cab shall be a minimum of 70" from the centerline of the front axle to the rear of the chassis cab.

**OCCUPANT PROTECTION**

The chassis shall have an airbag system installed that provides for front/side impact and rollover protection for the driver officer and crew areas.

**FRONT GRILLE**

The front fascia shall include a box style, 304 stainless steel front grille.

**UNDERCOATING**

There shall be a rubberized undercoating applied to the underside of the apparatus that provides abrasion protection, sound deadening and corrosion protection.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

Yes      No

**CAB SIDE DRIP RAIL**

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

**APPARATUS PAINT**

The apparatus shall be painted to match their current fleet. Paint color shall be PPG Yellow or equivalent. Color to match the departments current fleet.

If the bidder proposes an apparatus exterior that is not entirely painted, the bidder must specify which areas are painted and non-painted.

**CAB PAINT INTERIOR**

The visible interior cab structure surfaces shall be painted with a Zolatone #20-72 silver gray texture finish.

**CAB ENTRY DOORS**

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA.

**CAB ENTRY DOOR TYPE**

All cab entry doors shall be full length in design to fully enclose the lower cab steps.

**CAB INSULATION**

The cab ceiling and walls shall include foam insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

**CAB TEST INFORMATION**

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi-Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5 or equivalent.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes      No**

**ELECTRICAL SYSTEM**

The chassis shall include a single starting electrical system which shall include a 12 volt direct current system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom.

**DATA RECORDING SYSTEM**

The chassis shall have a Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Service Brake
- Engine Hours
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system.

**ACCESSORY POWER**

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

**AUXILIARY ACCESSORY POWER**

There shall be Two(2) auxiliary ten (10) position blade type fuse panels installed one(1) behind the officer's seat and one(1) behind the driver's seat. The fuse panel shall be protected by a 40 amp fuse located at the batteries. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

**EXTERIOR ELECTRICAL TERMINAL COATING**

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**ENGINE**

The chassis engine shall be a Cummins ISL9 or equivalent engine. The ISL9 engine shall be an in-line six (6) cylinder, four cycle diesel powered engine. The engine shall offer a rating of 400 horse power at 2100 RPM and shall be governed at 2200 RPM. The torque rating shall feature 1250 foot pounds of torque at 1400 RPM with 543 cubic inches (8.9 liters) of displacement.

The ISL9 engine shall feature a VGT™ Turbocharger, a high pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2013 emissions standards using cooled exhaust gas recirculation and selective catalytic reduction technology.

The engine shall include an engine mounted combination full flow/by-pass oil filter with replaceable spin on cartridge for use with the engine lubrication system. The engine shall include Citgo brand Citgard 500, or equivalent SAE 15W40 CJ4 low ash engine oil which shall be utilized for proper engine lubrication.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

**CAB ENGINE TUNNEL**

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade aluminum.

**ENGINE PROGRAMMING HIGH IDLE SPEED**

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

**ENGINE HIGH IDLE CONTROL**

The vehicle shall be equipped with two(2) high-idle speed control rocker switches, which shall be pre-set to maintain the engine idle at a pre-determined rate when activated manually. One(1) shall be located in the chassis cab and one(1) shall be located at the pump panel.

**AUXILIARY ENGINE BRAKE**

The engine shall utilize a variable geometry turbo (VGT). The VGT auxiliary engine brake shall be an integral part of the turbo and shall offer a variable rate of exhaust flow, which when activated shall slow the engine and in turn slow the vehicle.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes      No**

**AUXILIARY ENGINE BRAKE CONTROL**

An engine variable geometry turbo brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The variable geometry turbo brake control shall be controlled through an on/off rocker switch.

**ELECTRONIC ENGINE OIL LEVEL INDICATOR**

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

**FLUID FILLS**

There shall be a means for a manual check and filling of the engine oil.

**ENGINE WARRANTY**

The engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

**ENGINE FAN DRIVE**

The engine cooling system fan shall incorporate a thermostatically controlled, Horton clutched type fan drive.

**ENGINE COOLING SYSTEM**

There shall be an engine cooling system provide. The cooling system shall have an electronic level check provided. The cooling system shall be approved by the engine manufacturer.

The cooling system shall incorporate an overflow container.

**ENGINE COOLANT**

The cooling package shall include Extended Life Coolant (ELC).

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes      No**

**ENGINE COOLANT FILTER**

An engine coolant filter with a shut-off valve for the inlet and outlet shall be installed on the chassis. The location of the filter shall allow for easy maintenance.

Proposals offering engines equipped with coolant filters shall be supplied with standard non-chemical type particulate filters.

**ENGINE PUMP HEAT EXCHANGER**

A single bundle type coolant to water heat exchanger shall be installed between the engine and the radiator. The heat exchanger shall be designed to prohibit water from the pump from coming in contact with the engine coolant. This shall allow the use of water from the discharge side of the pump to assist in cooling the engine.

There shall be a control valve on the pump panel for the heat exchanger. There shall be a check valve installed to prevent water flowing back into the pump.

**ENGINE AIR INTAKE FILTER AND RESTRICTION W/REPLACEABLE ELEMENT**

The engine air intake system shall include an ember separator air intake filter.

**DIESEL EXHAUST FLUID TANK**

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of six (6) usable gallons.

**ENGINE EXHAUST ACCESSORIES**

An exhaust temperature mitigation device shall be provided.

**TRANSMISSION**

The drive train shall include an Allison model EVS 3000 torque converting, automatic transmission which shall include electronic controls.

The transmission shall include two (2) internal oil filters and Castrol TranSynd™ synthetic TES 295 transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission gear ratios shall be:

- 1st      3.49:1
- 2nd      1.86:1
- 3rd      1.41:1
- 4th      1.00:1
- 5th      0.75:1
- 6th      0.65:1 (if applicable)
- Rev      5.03:1

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**TRANSMISSION SHIFT SELECTOR**

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

**ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR**

The transmission fluid shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal.

**TRANSMISSION COOLING SYSTEM**

The transmission shall include a fluid cooling system.

**TRANSMISSION WARRANTY**

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

**MIDSHIP PUMP / GEARBOX MODEL**

The midship pump/gearbox provisions shall be for a Waterous CSUC20 pump.

**PUMP SHIFT CONTROLS**

One (1) pump shift control panel shall be provided. The following shall be provided on the panel: a three (3) position locking toggle switch; an engraved PUMP ENGAGED identification light; and an engraved OK TO PUMP identification light. The pump shift control panel shall be black with a yellow border outline. One (1) label indicating pump instructions and the transmission shift selector position used for pumping shall be provided and located so it can be read from the driver's position per NFPA 16.10.1.3. The road mode shall be selected when the switch is in the up position and pump mode shall be selected when the switch is in the down position.

The pump shift shall be an electric over air type pump shift.

The exact location of the pump shift controls shall be determined at the pre-construction conference.

**FUEL FILTER/WATER SEPARATOR**

The fuel system shall have a Fleetguard FS1003 fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve.

A water in fuel sensor shall be provided and wired to an instrument panel lamp and audible alarm to indicate when water is present in the fuel/water separator.

A secondary fuel filter shall be included as approved by the engine manufacturer.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

Yes

No

**FUEL COOLER**

An aluminum cross flow air to fuel cooler shall be provided to lower fuel temperature allowing the vehicle to operate at higher ambient temperatures. The fuel cooler shall be located behind the rear axle.

**FUEL TANK**

The fuel tank shall have a capacity of fifty (50) gallons

**FRONT AXLE**

The front axle shall be sized to carry the completed load of the apparatus.

**FRONT SHOCK ABSORBERS**

Two (2) Bilstein inert, nitrogen gas filled shock absorbers shall be provided and installed as part of the front suspension system.

**FRONT SUSPENSION**

The front suspension shall include a nine (9) leaf spring pack.

**STEERING COLUMN/ WHEEL**

The cab shall include a steering column which shall include a seven (7) position tilt, a telescopic adjustment, and a steering wheel located at the driver's position.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

**ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR**

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

**FRONT AXLE CRAMP ANGLE**

The chassis shall have a front axle cramp angle of 50 degrees.

**APPARATUS ALIGNMENT**

The completed apparatus shall have a wheel alignment performed. The alignment shall be performed with the water tank fully filled.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**REAR AXLE**

The rear axle shall be sized to carry the completed load of the apparatus.

**REAR AXLE WARRANTY**

The front and rear axles shall be warranted for two (2) years with unlimited miles under the general service application.

**VEHICLE TOP SPEED**

The top speed of the vehicle shall be approximately 68 MPH +/-2 MPH at governed engine RPM.

**REAR SUSPENSION**

The single rear axle shall be conventional multi-leaf spring suspension.

**FRONT TIRE**

The front tires shall be Michelin 18PR "J" tubeless radial XZY3 mixed service tread.

The tires shall have a load rating to match or exceed the front axle rating.

The tires shall have a build date no older than 6 months from within the date the apparatus is delivered to the customer.

**REAR TIRE**

The rear tires shall be Michelin 12R-22.5 16PR "H" tubeless radial XDN2 all-weather tread.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Tire Intermittent Service Rating load capacity shall be 28,880 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch. The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to one (1) hour of loaded travel with a one (1) hour cool down prior to another loaded run.

The tires shall have a build date no older than 6 months from within the date the apparatus is delivered to the customer.

**TIRE CHAINS**

There shall be an automatic tire chain system installed on the apparatus. The system shall be interlocked to prevent operation at above recommended speeds. The interlock shall prevent the system from being engaged at above the recommended maximum engagement speed.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

Yes      No

**TIRE PRESSURE MONITORING SYSTEM**

There shall be fully automated tire pressure monitoring system install on the apparatus. Each tire shall have a sensor that will transmit the tire pressure to a monitor system display inside the cab. The display shall warn the driver of the occurrence of a lower/flat tire.

**WHEELS**

The front and rear polished aluminum wheels shall be provided.

**WHEEL TRIM**

The front wheels shall include stainless steel lug nut covers and stainless steel baby moons provided.

The rear wheels shall include stainless steel lug nut covers and band mounted spring clip stainless steel high hats provided.

**BRAKE SYSTEM**

A rapid build-up air brake system shall be provided. The air brakes shall include a two (2) air tank, three (3) reservoir system. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a controlled service brake application during an unlikely event including primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The brake system shall feature, ABS(antilock breaking system, ATC(automatic traction control) and ESC(electronic stability control).

**FRONT BRAKES**

The front brakes shall be disc brakes.

**REAR BRAKES**

The rear brakes shall be S-cam drum type. The brakes shall feature a cast iron shoe.

**PARK BRAKE**

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

**PARK BRAKE CONTROL**

The parking brake actuation valve shall be mounted within easy reach of the driver.

**REAR BRAKE SLACK ADJUSTERS**

The rear brakes shall include automatic slack adjusters.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes      No**

**AIR DRYER**

The brake system shall include a air dryer with an integral heater. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure.

**AUXILIARY AIR RESERVOIR**

One (1) auxiliary air reservoir with a 1200 cubic inch capacity shall be installed on the chassis to act as an additional reserve supply to the air system for air horn, air tool, or other non-service brake use. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

**MOISTURE EJECTORS**

Cable drain style moisture ejectors shall be installed on all air reservoirs on the apparatus. The cables shall be run to the outer edge of the chassis/body for ease of access.

**WHEELBASE**

The chassis wheelbase shall be approximately 209.00 inches.

**FRAME**

The frame shall be engineered to carry the load of the completed apparatus.

**FRAME WARRANTY**

The frame warranty shall cover the frame rails and crossmembers. The warranty shall cover the apparatus for a minimum of 20 years.

**FRONT BUMPER**

The chassis shall be equipped with painted steel front bumper. The bumper shall be painted the lower primary cab color.

**FRONT BUMPER EXTENSION LENGTH**

The front bumper shall be extended approximately 24.00 inches ahead of the cab.

**FRONT BUMPER APRON**

The 24.00 inch extended front bumper shall include an apron constructed of embossed aluminum tread plate.

**FRONT BUMPER CHEVRON**

The front bumper shall have red/lime yellow chevron applied.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

Yes

No

**FRONT BUMPER CROSSLAY PRECONNECTS**

The front bumper shall include two(2) Preconnect crosslay hosebeds. The preconnects shall deploy out the sides of the front bumper. The sides of the bumper shall have a means to secure the crosslays. The hosebeds shall each hold 200' of 1 3/4" hose with pistol grip nozzle. The hosebed shall have a diamond plate cover over the top. The preconnects shall be capable of being deployed without having to open the cover.

**MECHANICAL SIREN**

The front bumper shall include a Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet.

**MECHANICAL SIREN LOCATION**

The siren shall be recess mounted on the front face of the front bumper.

**AIR HORN**

The front bumper shall include two (2) air horns provided. The horns shall be a minimum of 12' in length and shall be located under the front bumper. The air horns shall be set back as to not intrude into the angle of approach area.

**AIR HORN RESERVOIR**

One (1) air reservoir, with a 1200 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

**ELECTRONIC SIREN SPEAKER**

The bumper shall include two (2) 100-watt speakers which shall be recess mounted within the bumper fascia. Each speaker shall include a flat mounting flange which shall be polished aluminum.

**FRONT BUMPER TOW HOOKS**

Two (2) heavy duty tow hooks, painted to match the chassis frame, shall be installed below the front bumper rearward position and bolted directly to the outside of each chassis frame rail with grade 8 bolts.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes      No**

**CAB TILT SYSTEM**

There shall be a cab tilt system provided. The cab tilt system shall be of a twin cylinder design and shall feature a built-in safety system to provide an additional level of safety for when the truck is in service or maintenance checks are performed. The controls for the cab tilt shall allow for the cab to be observed when the cab is being lifted.

**CAB WINDSHIELD**

The cab windshield shall be of a single or double glass design.

The glass utilized for the windshield shall include standard automotive tint and be DOT approved.

Each windshield shall be installed using black self locking window rubber.

**CAB GLASS**

The cab sides shall have windows in all four doors and two (2) side, mid, fixed windows.

The cab door windows shall be of an operating design and shall feature a heavy-duty regulator system.

The cab side glass shall be DOT approved.

**GLASS TINT**

The windows on the cab side shall have a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

**CLIMATE CONTROL**

The cab shall be equipped with a combination defrost / heating and air-conditioning system mounted in the cab.

**CLIMATE CONTROL DRAIN**

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

**CLIMATE CONTROL ACTIVATION**

The heating, defrosting and air conditioning controls shall be on the dash next to driver panel, in a position which is easily accessible to the driver.

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Complies**

**Yes      No**

**CAB CIRCULATION FANS FRONT**

The cab shall include two (2) all metal air circulation fans installed in the outer front cab corners. Each fan shall be controlled by an individual toggle switch. The fans can be used to help defog the windshield or to increase air circulation for passenger comfort.

**UNDER CAB INSULATION**

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

**INTERIOR TRIM FLOOR**

The floor of the cab shall be covered with a multi-layer mat consisting of sound absorbing closed cell foam with a non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and aluminum trim molding. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

**INTERIOR TRIM**

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance.

**TRIM DASH**

The dash trim shall be of a heavy-duty metal material.

**POWER POINT DASH MOUNT**

The cab shall include two (2) 12-volt cigarette lighter type receptacles in the dash to provide a power source for 12 volt electrical equipment. The receptacles shall be wired to be live with the battery master switch.

**USB POWER POINTS**

There shall be two(2) dual USB power points installed on the apparatus. One(1) shall be installed between the driver and officer seating position and One(1) shall be installed in the crew area. The USB power points shall be wired to be live with the battery master switch.

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Complies**

**Yes      No**

**INTERIOR DOOR TRIM**

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade aluminum plate. The door panels shall include a painted finish.

**CAB DOOR TRIM REFLECTIVE**

The interior of each door shall include high visibility reflective tape in accordance with NFPA 1901.

**INTERIOR GRAB HANDLE "A" PILLAR**

There shall be two (2) yellow grab handles installed inside the cab, one on each "A" post at the left and right door openings. The handles shall assist personnel in entering and exiting the cab.

**INTERIOR GRAB HANDLE FRONT DOOR**

Each front door shall include one (1) ergonomically contoured handle mounted horizontally on the interior door panels.

**INTERIOR GRAB HANDLE REAR DOOR**

A coated cast aluminum assist handle shall be provided on the inside of each rear crew door. A handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

The handle shall be yellow in color.

**INTERIOR TRIM SUNVISOR**

The header shall include two (2) sun visors, one each side forward of the driver and officer seating positions above the windshield.

**INTERIOR FLOOR MAT COLOR**

The cab interior floor mat shall be gray in color.

**CAB PAINT INTERIOR DOOR TRIM**

The interior painted surfaces shall be painted with Zolatone #20-72 silver gray texture finish.

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Complies**

**Yes      No**

**SEAT BELT WARNING**

A seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall activate an indicator light in the instrument panel, a digital seat position indicator with a seat position legend in the switch panel, and an audible alarm.

The warning system shall activate when any seat is occupied with a minimum of 60 pounds and the corresponding seat belt remains unfastened. The warning system shall also activate when any seat is occupied, and the corresponding seat belt was fastened in an incorrect sequence. Once activated, the visual indicators and audible alarm shall remain active until all occupied seats have the seat belts fastened.

**SEAT MATERIAL**

The seats shall include a covering of high strength vinyl.

**SEAT COLOR**

All seats supplied with the chassis shall be gray in color. All seats shall include red seat belts.

**SEAT DRIVER**

The driver's seat shall be an air ride seat. The seat shall feature fore and aft adjustment. The seat shall feature a two (2) way adjustable lumbar support and offer an infinite fully reclining adjustable tilting seat back. The seat back shall also feature a contoured head rest.

**SEAT OFFICER**

The officer's seat shall be an air ride seat. The seat shall feature fore and aft adjustment. The seat shall feature a two (2) way adjustable lumbar support and offer an infinite fully reclining adjustable tilting seat back. The seat back shall also feature a contoured head rest.

The officer's seat shall feature a SCBA storage cavity.

**CREW SEATING**

There shall be seating for four crew members in the rear crew area. The seats shall be fixed mounted.

There shall be two (2) rear facing outboard crew seats. The rear facing crew seats shall be turned inboard 15 degrees.

There shall be two (2) forward facing crew seats. The forward facing seats shall have a minimum of 12" between the two seats.

All crew area seats shall have a SCBA storage cavity.

The forward facing crew seats shall have a storage compartment, with door, provided below the seats.

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Complies**

**Yes      No**

**SCBA BRACKETS**

All seats with a SCBA storage cavity shall have a clamshell type SCBA bracket installed. The bracket shall be easily adjustable and shall feature a release lever built into the front of the seat cushion.

**WINDSHIELD WIPER SYSTEM**

The cab shall include a dual arm wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers which shall be affixed to a radial wet arm. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position.

**ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR**

The windshield washer fluid level shall be monitored electronically.

**CAB DOOR HARDWARE**

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves.

The interior exit door handles shall be flush paddle type, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

The exterior pull handles shall include a scuff plate behind the handle constructed of polished stainless steel to help protect the cab finish.

**GRAB HANDLES**

The cab shall include one (1) knurled, anti-slip, exterior assist handle behind each cab door. Each assist handle shall include a stainless steel plate which saves the cab from scuffs through continued use of the handle.

Each grab handle shall have an integrated LED turn signal built into the handle. The grab handles shall be LED backlighted.

**AUXILIARY GRAB HANDLE**

There shall be a 7.00 inch molded stainless steel grab handle with a bright finish attached to the front fascia of the cab in the center below the windshield. The handle installation shall include steel reinforcement behind the front cab fascia.

**REARVIEW MIRRORS**

There shall be west coast style rear view mirrors installed on the apparatus. The mirrors shall feature remote adjustment and shall be heated. The mirrors backs/arms shall be of a stainless steel construction.

**REARVIEW MIRROR HEAT SWITCH**

The heat for the rearview mirrors shall be controlled through a switch on the dash in the switch panel in close proximity to the adjustment controls for the mirrors.

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Complies**

Yes

No

**CAB FENDER**

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. There shall be a polished fenderette install at each fender area.

**MUD FLAPS**

The front and rear wheel wells shall have mud flaps installed.

**BATTERY**

The single start electrical system shall include a minimum of four(4) batteries.

**BATTERY TRAY**

The batteries shall be installed within two (2) steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up. The batteries shall be held in place by non-conducting hold down boards.

**BATTERY BOX COVER**

Each battery box shall include a steel cover which protects the top of the batteries. Each cover shall include flush latches which shall keep the cover secure as well as a black powder coated handle for convenience when opening.

**BATTERY JUMPER STUD**

The starting system shall include battery jumper studs. These studs shall be located in an area accessible without raising the cab.

**ALTERNATOR**

The charging system shall include a 320 amp Leece-Neville 12 volt alternator. The alternator shall include a self-exciting integral regulator.

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Complies**

**Yes      No**

**ELECTRICAL INLET**

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

**ELECTRICAL INLET LOCATION**

An electrical inlet shall be installed on the left hand side of cab over the wheel well.

**COMPRESSOR SYSTEM**

A 120-volt air compressor shall be supplied. The compressor shall be tied to the shoreline and shall keep the air brake reservoirs at a minimum of 75psi air pressor.

**BATTERY CHARGER**

A battery conditioner shall be provided. The conditioner shall provide adequate charging capacity for the battery system of the chassis. The charger shall be of an automatic style as to not overcharge the batteries. The conditioner shall be installed in accordance with the conditioner manufacturers recommended installation practices. The conditioner shall be tied to the 120-volt shoreline.

**REMOTE CHARGE INDICATOR**

A Remote Charge Indicator shall be provided in a remote location to show what the status of the charge on the batteries.

**120 VOLT POWER STRIP IN CAB**

There shall be a 120 volt power strip with a minimum of six(6) outlets provide in the chassis cab. The power strip location shall be determined at the precon meeting. The power strip shall be tied to the 120-volt shoreline.

**HEADLIGHTS**

The cab front shall include LED headlights with separate high and low beams mounted in bright chrome bezels.

**FRONT TURN SIGNALS**

The front fascia shall include two (2) Whelen model M6 4.00 inch X 6.00 inch amber LED turn signals which shall be installed in a chrome bezel outboard of the front warning and headlamps.

**HEADLIGHT LOCATION**

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

**SIDE TURN/MARKER LIGHTS**

The sides of the cab shall include two (2) LED round side marker lights which shall be provided just behind the front cab radius corners.

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Complies**

**Yes      No**

**MARKER AND ICC LIGHTS**

In accordance with FMVSS, there shall be five (5) LED cab marker lamps designating identification, center and clearance provided. These lights shall be installed on the face of the cab within full view of other vehicles from ground level.

**GROUND LIGHTS**

Each door shall include an LED NFPA compliant ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life. The ground lighting shall be activated by the opening of the respective door as well as being activated when the parking brake is set.

**STEP LIGHTS**

The middle step located at each door shall include LED light which shall activate with the opening of the respective door.

**ENGINE COMPARTMENT LIGHT**

There shall be an LED NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall activate automatically when the cab is tilted.

**FRONT SCENE LIGHTS**

There shall be one(1) Whelen Pioneer PCH2 Combination flood/spot light installed on the front of the apparatus. The light shall be powered by the 12-volt power system. The lights shall have a white housing.

**FRONT SCENE LIGHTS ACTIVATION**

The front scene lighting shall be activated by two (2) switches with indicator lights. Either switch shall have the ability to activate the front scene lighting. One (1) switch shall be for the driver and one(1) shall be for the officers position.

**SIDE SCENE LIGHTS**

There shall be Two (2) Whelen Pioneer PCH2 Combination flood/spot lights installed one(1) each side of the apparatus. The light shall be powered by the 12-volt power system. The lights shall have have white housing.

**SIDE SCENE ACTIVATION**

The scene lights shall be capable of being activated from inside the cab and at the pump panel. The left and right sides shall be controlled independently.

**REAR SCENE LIGHTS**

There shall be one(1) Whelen Pioneer PCH2 Combination flood/spot light installed on the rear of the apparatus. The light shall be powered by the 12-volt power system. The light shall have a white housing.

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Complies**

**Yes      No**

**REAR SCENE LIGHT ACTIVATION**

The rear scene lighting shall be activated at the pump panel. The rear scene light shall be inactive when the park brake is released, and the apparatus is in "DRIVE".

The rear scene light shall come on automatically when the apparatus is placed in "REVERSE"

**INTERIOR OVERHEAD LIGHTS**

There shall be an overhead red/white LED light installed between the driver and officer's position and at each door opening.

The door lights shall come on automatically when the doors are opened, and the lights shall have a switch to activate them when the doors are closed.

**AUXILIARY DOME LIGHT REAR CREW**

There shall be an overhead red/white LED light in the center of the crew area. The light shall be activated by the crew area doors and via a separate switch in the crew area.

**DO NOT MOVE APPARATUS LIGHT**

The front headliner of the cab shall include a flashing red LED light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed or an apparatus compartment door is not closed, and the parking brake is released.

**MASTER WARNING SWITCH**

A master switch shall be included in the main rocker switch panel. The switch shall be a rocker type, red in color and labeled "Master" for identification. The switch shall feature control over all devices wired through it. Any warning device switch left in the "ON" position shall automatically power up when the master switch is activated.

**UPPER ZONE A**

There shall be one (1) Whelen Engineering Freedom, model FN72VLED, 72" LED lightbar installed on the chassis cab roof. The lightbar shall be equipped with eight (8) forward facing linear red LED, two (2) forward facing linear white LED, two (2) corner forward facing red LED, and two (2) corner rear facing red LED lights.

The lightbar shall be equipped with clear lenses. All clear LED lights in the lightbar shall be deactivated in the Blocking Right of Way mode.

**UPPER ZONE C**

There shall be two (2) Whelen, model M9R, M9 Series Super-LED® lights with chrome flanges installed. Each light shall have red LEDs and a clear lens.

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Complies**

**Yes      No**

**UPPER ZONE B**

There shall be one (1) Whelen, model M6R, M6 Series Super-LED® light with a chrome Flange installed. The light shall have red LEDs and a clear lens.

**UPPER ZONE D**

There shall be one (1) Whelen, model M6R, M6 Series Super-LED® light with a chrome Flange installed. The light shall have red LEDs and a clear lens.

**LOWER ZONE B**

There shall be three(3) Whelen, model M6R, M6 Series Super-LED® light with a chrome Flange installed. The light shall have red LEDs and a clear lens.

**LOWER ZONE C**

There shall be two (2) Whelen, model M6R, M6 Series Super-LED® lights with chrome flanges installed. Each light shall have red LEDs and a clear lens.

**LOWER ZONE D**

There shall be three(3) Whelen, model M6R, M6 Series Super-LED® light with a chrome Flange installed. The light shall have red LEDs and a clear lens.

**LOWER ZONE A**

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right inboard positions. The lights shall be mounted to the front fascia of the cab within a chrome flange. The light shall red LED's and a clear lens.

**UPPER/LOWER WARNING LIGHT SWITCHES**

The lightbar, Lower Zone A, Lower Zone B & D, Lower Zone C, Upper Zone B,C,D lighting groups shall each have a separate switch tied to the master switch that will allow each specified zone grouping listed above to be turned off separately.

**TRAFFIC ADVISOR**

A Whelen TAL65 LED traffic advisor with TACTL5 control head shall be installed on the apparatus.

**SIREN CONTROL HEAD**

A Whelen 295SLSA1 electronic siren control head with hard wired microphone. The siren shall offer a selectable 100 or 200-watt output, radio broadcast, public address, and seventeen (17) Scan-Lock siren tones and hands free operation which shall allow the operator to turn the siren on and off from the steering wheel horn ring if a horn/siren selector switch option is also selected. The siren circuitry shall be placed behind the rocker switch panels under the electrical cover with a 30.00 inch loop for the OEM to route as desired. The siren shall be mounted in lower left portion of the center panel.

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Complies**

**Yes**

**No**

**HORN BUTTON SELECTOR SWITCH**

A rocker switch shall be installed in the switch panel between the driver and officer to allow control of either the electric horn or the air horn from the steering wheel horn button. The electric horn shall sound by default when the selector switch is in either position to meet FMCSA requirements.

**AIR HORN ACTIVATION**

The air horn activation shall be accomplished by the steering wheel horn button for the driver and a center dual lanyard capable of being reached from the driver's and officer's positions.

**MECHANICAL SIREN ACTIVATION**

The mechanical siren shall be actuated by One(1) black push buttons in the switch panel on the dash by the officers position. Two (2) red momentary siren brake rocker switches shall be provided in the switch panel on the dash; one(1) for the drivers position and One(1) for the officers position.

The siren shall only be active when master warning switch is on to prevent accidental engagement.

**BACK-UP ALARM**

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

**INSTRUMENTATION**

The drivers instrument cluster shall include a tachometer, speedometer, fuel guage, voltage guage, air brake gauges, diesel exhaust fluid guage, coolant temperature guage, transmission temperature guage, all manufacturer required warning indicators and all required DOT controls/indicators.

**BACKLIGHTING COLOR**

The instrumentation gauges and the switch panel legends shall be backlit using dimmable LED backlighting.

**CAMERA**

A heavy-duty rearview camera system, complete with an LCD display monitor, shall be supplied.

The camera shall be wired to a flip down monitor which shall include a color display and day and night brightness modes installed above the driver position. The rear camera display shall activate when the vehicle's transmission is placed in reverse.

The camera system shall include a one-way communication device that shall be an integral part of the rear camera for the use of voice commands directly to the driver.

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Complies**

**Yes**

**No**

**FRONT/REAR CAMERA RECORDING SYSTEM**

There shall be forward facing camera installed in the cab of the apparatus.

There shall be a camera recording system that records the forward-facing camera and rearview camera. The recorder shall record video only and shall record a minimum of 40 hours of video for each camera. The recorder shall record anytime the master battery switch is in the on position. The system shall have the ability to download the video to a laptop computer. The recorder shall have a security feature to prevent personnel from tampering with the recorded video.

**AM/FM/WB RADIO**

There shall be an AM/FM/Weatherband radio with speakers installed in the chassis cab.

**FIRE EXTINGUISHER**

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

**ROAD SAFETY KIT**

The cab and chassis shall include one (1) emergency road safety triangle kit.

**DOOR KEYS**

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

**CHASSIS OPERATION MANUAL**

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model. The writing on the schematics shall be in Spanish.

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**Yes      No**

**ENGINE AND TRANSMISSION OPERATION MANUALS**

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

- (2) Digital copies of the Engine Owner's manual
- (2) Digital copies of the Transmission Operator's manual
- (2) Hard copies of the Engine Operation and Maintenance manual with CD

**ENGINE SERVICE MANUALS**

There shall be one(1) printed hard copy set of Cummins ISL engine service reference manuals which shall be provided with the chassis.

**TRANSMISSION SERVICE MANUALS**

There shall be One(1) printed hard copy set of Allison 3000 transmission service manuals included with the chassis.

**CAB/CHASSIS AS BUILT WIRING DIAGRAMS**

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.

**MIDSHIP MOUNT FIRE PUMP**

The fire pump shall be a Waterous CSUC20 1500 U.S. GPM (5678 LPM) single-stage midship mount pump.

**PUMP TRANSMISSION**

The pump shall have a Waterous model C20 series transmission. The housing of the transmission shall be constructed of high strength, three piece, horizontally split aluminum. The drive line shafts shall be made from alloy steel forgings, hardened and ground to a size 2.350 inch 46 tooth involute spline. The drive and driven sprockets shall be made of steel and shall be hardened and have ground bores. The drive chain shall be a Morse HV™ high strength involute form chain. Bearings shall be deep groove, anti friction ball bearings and shall give support and proper alignment to the impeller shaft assembly. Bearings shall be oil splash lubricated, completely separated from the water being pumped, and protected by a V-ring and oil seal. An internal lubrication system shall deliver lubricant directly to the drive chain. This unique design eliminates the need for an external lubrication pump and auxiliary cooling. The pump and transmission shall be easily separable. A two-piece shaft shall be splined allowing for individual repair of either the pump or transmission, to keep down time to a minimum. All drive line components shall have a torque rating equal to or greater than the final net engine torque.

**MANUAL PUMP SHIFT**

In addition to the electric over air pump shift, the apparatus shall feature a manual pump shift override.

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Complies**

**Yes      No**

**SINGLE STAGE FIRE PUMP**

The pump shall be a single stage centrifugal class "A" rated fire pump, designed specifically for the fire service.

The pump shall be rated at 1500 gallons per minute.

**PUMP BODY**

The pump body shall be cast as two (2) horizontally split pieces. The body shall be made of high tensile, close-grained gray iron with a minimum tensile strength of 40,000 PSI.

The pump body shall be mounted in accordance with the pump manufacturers recommendations.

The pump and plumbing shall NOT be completely painted after the plumbing fabrication/assembly has occurred.

**ZINC ANODES**

There shall be four (4) Waterous zinc anodes provided with the fire pump. The anodes shall aid in preventing galvanic corrosion within the water pump and be easily replaceable. The anodes shall be installed as follows:

- Two (2) on the intake side of the pump
- Two (2) in the discharge manifold of the fire pump.

**FLAME PLATED IMPELLER HUBS**

The pump impellers shall be bronze, specifically designed for the fire service and accurately balanced for vibration free running. The stripping edges shall be located on opposite sides of the impellers to reduce shaft deflection.

The impeller shaft shall be stainless steel, accurately ground to size and supported at each end by oil or grease lubricated anti-friction ball bearings for rigid, precise support. The bearings used on the impeller shaft shall be automotive type bearings, easily cross-referenced and readily available at normal parts or bearing outlets.

The impeller hubs shall be flame plated with tungsten carbide to hardness approximately twice that of tool steel to assure maximum pump life and efficiency. During the flame plating process the base metal shall not be allowed to exceed a temperature of 300 degrees Fahrenheit to prevent altering the metallurgical properties of the impeller material.

**WATEROUS IMPELLER WEAR RINGS**

The pump shall be equipped with replaceable bronze wear rings for increased pump life and minimum maintenance cost. The wear rings shall be designed to fit into a groove in the face of the impeller hubs forming a labyrinth that, as the clearance increases with age, directs water from the discharge side in several directions eventually exiting outward, away from the eye of the impeller hub.

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Complies**

**Yes      No**

**MECHANICAL SEALS**

The pump shall be equipped with self-adjusting, maintenance free mechanical shaft seals that shall not require manual adjustment. These seals shall be designed in a manner such that they shall remain functional enough to permit continued use of the pump in the unlikely event of a seal failure.

**TRIDENT PRIMING PUMP**

The priming pump shall be a Trident Emergency Products, model 31.001.11 three barrel, compressed air powered, high efficiency, multi-stage, venturi based AirPrime™ System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. There shall be a pressure protection valve installed with the priming pump.

The priming system shall feature a manual and automatic mode.

**PRESSURE GOVERNOR**

There shall be a Class 1 Total Pressure Governor Plus installed on the apparatus.

**NO EXCEPTIONS**

**INTAKE RELIEF VALVE**

There shall be an intake relief valve installed on the suction side of the pump. The valve shall be the preset type, adjustable from 75 to 250 PSI, and shall be designed to prevent vibration from altering the setting. The relief outlet shall be directed below the pump with the discharge terminating in a 2-1/2" male NST connection. The discharge shall be away from the pump operator and labeled "Do Not Cap". The relief valve shall be made of non-corrosive materials.

**MASTER DRAIN VALVE**

A manifold drain valve assembly shall be supplied. This drain shall provide the capability to drain the entire pump by turning a single control. The drain valve control shall be mounted on the left side pump panel and labeled "Master Drain".

**WATEROUS OVERHEAT PROTECTION MANAGER WITH INDICATOR LIGHTS**

There shall be a Waterous Overheat Protection Manager (OPM), installed on the pump. The relief valve shall automatically relieve water from the pump when the temperature of the pump water exceeds 140°F. In addition, a warning light on the pump panel shall be triggered by a thermal switch when the water in the pump reaches 180°F. The warning light acts as an additional protection device if the temperature inside the pump keeps rising although the valve is open. The valve shall automatically reset after activation.

**WATEROUS PUMP LUBRICATION SYSTEM**

An internal lubrication system shall deliver lubricant directly to the drive chain. This unique design shall eliminate the need for an external lubrication pump and auxiliary cooling. Oil shall be supplied with the lubrication system.

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Complies**

**Yes      No**

**PUMP COOLER**

There shall be a 1/2" pump cooler line installed from the discharge side of the pump to the water tank. The line shall be used to cool the pump during long periods of pumping when water is not being discharged. The pump cooler shall be controlled with a quarter-turn ball valve on operators panel, and shall be clearly labeled "Pump Cooler".

**PUMP COOLER CHECK VALVE**

There shall be a check valve installed in the pump cooler line to prevent tank water from back flowing into the pump when it is not in use.

**FOAM SYSTEM**

There shall be a direct injection, flow-based foam system capable of providing 6 gallons per minute of foam installed on the apparatus. The system shall feature an on-board foam cell and offboard pickup for Class A or Class B ARAFFF foam. The system shall be installed in accordance with the foam system manufacturers recommended practices.

The foam system shall be capable of injecting at the following range of rates: .1% - 6%.

The on board foam cell shall have a capacity of 20 gallons. The foam cell shall have a fill tower and lid. The foam cell shall feature a drain valve, plumbing to below the apparatus frame rails.

The offboard pickup tube shall be detachable by means of a quick connect that requires no tools for installation or removal.

The foam system shall be plumbed to three (3) discharges. Discharges to be determined.

The foam system shall be installed/tested in accordance with NFPA 1901 requirements.

**PLUMBING MANIFOLD**

The discharge plumbing shall be constructed of 304 Stainless Steel piping.

High pressure flex hose shall be acceptable where necessary. The flex hose shall have 304 stainless steel ends.

Victaulic couplings shall be installed on the apparatus where connections are required. The Victaulic couplings shall be stainless steel.

**DISCHARGE DRAINS**

Each discharge shall have a lift up style drain valve installed. Automatic drains shall be installed on any plumbing areas that cannot be drained with the lift up valve.

**3" TANK-TO-PUMP**

There shall be a 3" tank-to-pump line.

The valve shall be a 3" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be actuated by a manual push/pull T handle.

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Complies**

**Yes      No**

The handle shall be chrome plated with a recessed ID label.

There shall be a check valve between the pump suction and the booster tank valve. The check valve shall eliminate back flow into the water tank when the pump is connected to a pressurized source.

**2" TANK FILL**

There shall be a 2" tank fill plumbed from the pump to the tank. Installation shall be completed with 2" rubber hose with stainless steel hose couplings.

The valve shall be a 2" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be actuated by a manual push/pull T handle.

The handle shall be chrome plated with a recessed ID label.

**6" LEFT SIDE STEAMER INLET**

There shall be a 6" steamer inlet located on the left side of the pump module. The suction fittings shall include a removable die-cast screen to provide cathodic protection for the pump thus reducing corrosion.

A short steamer barrel shall be installed to accommodate an intake valve without exceeding the legal overall body width.

**6" RIGHT SIDE STEAMER INLET**

There shall be a 6" steamer inlet located on the right side of the pump module. The suction fittings shall include a removable die-cast screen to provide cathodic protection for the pump thus reducing corrosion.

A short steamer barrel shall be installed to accommodate an intake valve without exceeding the legal overall body width.

The intake shall terminate MNST thread.

**STEAMER CAP**

There shall be one(1) 6" long handled steamer cap provided. The cap shall be of brass with chrome plate construction.

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Complies**

**Yes**

**No**

**2-1/2" LEFT SIDE INLET**

There shall be a 2-1/2" gated inlet, with 2-1/2" plumbing, provided on the left side of the pump module. The inlet shall be located towards the rear of the pump module and shall be partially recessed behind the panel in order to keep the valve protected from the elements.

The valve shall be a 2 1/2" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be controlled by a handle attached directly to the valve body.

The inlet shall have a 2 1/2" NST female swivel connection and a 2 1/2" male NST plug and chain.

The inlet shall be color coded and labeled.

**2-1/2" LEFT SIDE DISCHARGE**

There shall be Two(2) 2-1/2" discharges, with 2-1/2" plumbing, located on the left side of the pump module.

The valves shall be a 2 1/2" brass body with stainless steel ball, fire service, swing out style valves.

The valves shall be actuated by manual push/pull T handles.

The discharges shall terminate with a 2 1/2" Male NST 45-degree chromed downturn elbow, 2 1/2" x 1 1/2" reducer, and a 1 1/2" cap and chain.

The discharges shall each have a brass bodied drain valve installed.

The discharges and drain valves shall be color coded and labeled.

The discharges shall be installed as low as practical on the pump panel.

**2-1/2" RIGHT SIDE DISCHARGE**

There shall be Two(2) 2-1/2" discharges, with 2-1/2" plumbing, located on the right side of the pump module.

The valves shall be 2 1/2" brass body with stainless steel ball, fire service, swing out style valves.

The valves shall be actuated by manual push/pull T handles.

The discharges shall terminate with a 2 1/2" Male NST 45-degree chromed downturn elbow, 2 1/2" x 1 1/2" reducer, and a 1 1/2" cap and chain.

The discharges shall each have a brass bodied drain valve installed

The discharges and drain valve shall be color coded and labeled.

The discharge shall be installed as low as practical on the pump panel.

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**Bidder  
Complies**

**Yes      No**

**RIGHT SIDE LDH DISCHARGE**

There shall be One(1) 4" discharge, with 4" plumbing, located on the right side of the pump module.

The valve shall be a 3 1/2" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be controlled by manual screw type controller with position indicator.

The discharge shall terminate with 4" Male NST 45-degree elbow terminating in 5" Storz with 5" storz cap and chain.

The discharge shall each have a brass bodied drain valve installed

The discharge and drain valve shall be color coded and labeled.

The discharge shall be installed as low as practical on the right pump panel.

**1 1/2" FRONT BUMPER CROSSLAY DISCHARGES**

There shall be Two(2) 1 1/2" discharges, with 2" plumbing, located on the front bumper.

The valve shall be a 2" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be actuated by a manual push/pull T handle.

The discharges shall terminate with a 1 1/2" NST Mattydale swivel in the preconnect hosebed.

The discharges shall each have a brass bodied drain valve installed

The discharges and drain valve shall be color coded and labeled.

The discharges shall have automatic drains installed in any low areas that are not drained by the drain valve.

**1-1/2" CROSSLAY PRE-CONNECT**

There shall be One(1) 1 1/2" discharges, with 2" plumbing, located above the pump panel.

The valve shall be a 2" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be actuated by a manual push/pull T handle.

The discharge shall terminate with a 1 1/2" NST Mattydale swivel in the preconnect hosebed

The discharge shall each have a brass bodied bleed/drain valve installed

The discharge and drain valve shall be color coded and labeled.

The preconnect shall have an NFPA compliant hosebed capable of holding 200' of 1 3/4" double jacket fire hose with pistol grip nozzle. The hosebed shall have a hard cover and webbing on the sides. The edges shall be provide for protection of the hose.

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**Bidder  
Complies**

**Yes**

**No**

**2 1/2" CROSSLAY PRE-CONNECT**

There shall be One(1) 2 1/2" discharge, with 2 1/2" plumbing, located above the pump panel.

The valve shall be a 2 1/2" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be actuated by a manual push/pull T handle.

The discharge shall terminate with a 2 1/2" NST Mattydale swivel in the preconnect hosebed above the pump panel.

The discharge shall each have a brass bodied drain valve installed

The discharge and drain valve shall be color coded and labeled.

The preconnect shall have an NFPA compliant hosebed capable of holding 200' of 2 1/2" double jacket fire hose with pistol grip nozzle. The hosebed shall have a hard cover and webbing on the sides. The edges shall be provide for protection of the hose.

**2-1/2" REAR DISCHARGE**

There shall be One(1) 2-1/2" discharge, with 2-1/2" plumbing, located on the right side of the pump module.

The valve shall be a 2 1/2" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be actuated by a manual push/pull T handle.

The discharge shall terminate with a 2 1/2" Male NST 45 degree chromed downturn elbow, 2 1/2" x 1 1/2" reducer, and a 1 1/2" cap and chain.

The discharge shall have a brass bodied drain valve installed

The discharge and drain valve shall be color coded and labeled.

The discharge shall be installed at the rear of the apparatus, just below the hosebed, towards the driver's side.

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**Bidder  
Complies**

**Yes      No**

**3" DELUGE RISER DISCHARGE**

There shall be one(1) 3" deluge discharge, with 3" plumbing, located above the pump module.

The valve shall be a 3" brass body with stainless steel ball, fire service, swing out style valve.

The valve shall be controlled by manual screw type controller with position indicator.

The discharge shall terminate with a TFT 18" manual Extend-A-Gun XG18VL-PL.

There shall be an Akron Apollo direct mount flange installed on the riser. There shall be an Akron protective cap provided for the direct mount flange.

The discharge shall each have a brass bodied drain valve installed

The discharge and drain valve shall be color coded and labeled.

The discharge shall be recessed low in the pump module to allow the department provided/installed monitor to not protrude above the cab when in the stowed position. The extend-a-gun shall be wired to the door open warning light circuit to provide an indication of when the gun is in the extended position.

**DISCHARGE PRESSURE GUAGES**

All discharges shall feature a 2 ½" liquid filled pressure guage capable of reading 0-400 psi.

**ADAPTERS & ELBOWS**

All the 2 ½" and 1 ½" adapters and elbows, that are installed on the exterior of the apparatus, shall be of a brass/chrome plated construction.

**NO EXCEPTION**

**WATER TANK**

The water tank shall hold a minimum of 700 gallons of water.

The tank shall be of a poly construction, fully baffled, and built in accordance with NFPA requirements.

The tank shall have a brass body gated valve drain installed.

The tank shall have a fill tower with lid and overflow exiting the bottom of the tank, behind the rear axle. The overflow shall not spill onto vital components like the fuel tank and electrical wiring.

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**Bidder  
Complies**

**Yes      No**

**WATER TANK LEVEL GAUGE**

There shall be one (1) LED water tank level gauge provided on the pump operator's control panel. The water tank level gauge shall indicate the water level on an easy to read LED display and show increments of 1/8 of a tank. The water tank level gauge shall include:

1. A pressure transducer that is mounted on the outside of the tank in an easily accessible area.
2. A super bright LED 4-light display with a visual indication at nine accurate levels.

**WHELEN PSTANK WATER TANK LEVEL DISPLAY ON LEFT AND RIGHT SIDES OF CHASSIS CAB**

There shall be a Whelen model PSTANK LED water tank level strip light installed on the left and right sides of the chassis cab.

The tank displays shall be tied to the main tank level guage.

The colors of the LED lights shall be green, blue, amber and red.

The displays shall be interlocked with the park brake, so they are off when the park brake is released.

**INDEPENDENT PUMP MODULE**

The pump module shall be fabricated as individual unit independent from the body. The pump module shall be fabricated using precision holding fixtures to ensure proper dimensions. All attachment points shall be heavily reinforced.

**DUNNAGE COMPARTMENT**

There shall be a dunnage compartment located above the pump module.

**PUMP MODULE LIGHTS**

There shall be two (2) LED lights installed in the pump module. The lights shall be controlled with a switch.

**PUMP COMPARTMENT HEAT PAN**

There shall be a heat pan with a slide-in bottom panel installed beneath the pump compartment to contain the engine heat and prevent freezing of valves and plumbing in cold weather. The lower portion of the pump compartment area shall be enclosed on all sides, front, and rear. The slide-in panel shall be easily removable for warm weather operations.

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Complies**

**Yes      No**

**40,000 BTU PUMP MODULE HEATER**

There shall be a 40,000 BTU marine grade heater installed in the pump module. The heater meets Coast Guard requirements for ignition protection and all hardware is marine grade.

The heater shall have an electric fan to circulate the heat throughout the pump module. The heating coil shall be connected to the engine cooling circuit with heater hose and there shall be valves located in the engine compartment in order to turn off the flow to the heater in the event of hose failure.

There shall be a switch located on the pump operators control panel to turn the pump compartment heater fan on or off. In addition, an indicator light shall be illuminated when the fan is activated.

**PUMP PANEL**

The left side of the pump enclosure shall be divided into two sections. The lower section shall be where all valve controls, the primer control, and other mechanical controls are located.

The department would like the pump panel to be of a similar layout to their current frontline engine. The department will provide a photo of the current layout, upon request.

The bidder shall provide a proposed pump panel layout.

**INSTRUMENT PANEL**

The upper pump panel shall contain all instruments, gauges, test fittings, and optional controls. The panel shall be independent and hinged and latched so that it may be opened. All instruments, gauges, and other equipment shall be installed with sufficient slack in any cabling, tubing, or plumbing to allow the panel to swivel to the fully open position.

The instrument and gauge panel shall be vertically hinged "swing out" to provide access for service.

**RIGHT SIDE PUMP PANEL**

A single panel shall be installed on the right side of the pump enclosure. This shall be the area where any right side discharges, inlets, steamers, and other pump associated equipment are located. This panel shall be easily removable and held in place with quick release latches. It shall be fully removable for pump and plumbing access without the need to use hand tools. Any electrical equipment that may be installed shall be equipped with connectors so they may be easily separated from the opening created when the below described front access panel is removed.

**PANEL SURFACES**

The control panel/instrument panel and left and right side pump panels shall be coated with a black, Line-X or equivalent, coating for maximum resistance to abrasion and to minimize glare. The material shall be capable of withstanding the effects of extreme temperatures and weather.

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Complies**

**Yes**

**No**

**PUMP PANEL LIGHT**

The left and right side pump panels shall each be illuminated by a full width LED strip light. The pump panel light shall become energized upon setting the parking brake so the gauge information provided may be consulted at any time the apparatus is parked. A stainless steel shield shall be installed over the pump panel lights to further protect them from the elements and to act as a reflector for additional illumination.

**MASTER PUMP GAUGES**

Master pump pressure gauges shall be provided. Each gauge shall be fully filled with pulse and vibration dampening Interlube to insure proper operations to minus 40 degrees and to reduce lens condensation. The gauge shall read -30-0-400 PSI and shall be a minimum of 4-1/2" in diameter.

**PRESSURE AND VACUUM TEST PORT**

There shall be pressure and vacuum test port provided on the pump panel.

**LEFT & RIGHTs SIDE RUNNING BOARD**

An integral running board shall be installed on the sides of the pump module.

**FRONT PUMP ACCESS PANEL**

There shall be a access panel provided on the front of the pump compartment. The panel shall be of the single pan design and shall be positively latched in the closed position utilizing a latch. This area shall be accessible when the cab is tilted.

**RIGHT SIDE PUMP ACCESS PANEL**

There shall be a door above the right-hand side pump panel to allow access to the pump compartment. The hinged panel shall be of the single pan design and shall be positively latched in the closed position utilizing a push button latch. A gas strut shall be provided on the door. The door shall be wired into the door open warning light circuit.

**LEFT PUMP PANEL PULL OUT STEP**

There shall be a pull-out stepping area provide below the pump panel. The pull-out step shall have a roller bearing style construction to provide for ease of operation and shall be of a design that allows dirt and debris to be easily washed out.

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Complies**

**Yes      No**

**BODY CONSTRUCTION**

The apparatus can be constructed of aluminum or stainless steel. The bidder shall provide a specification for the material being bid and a detail of the method of construction for the complete apparatus.

**COMPARTMENT INTERIOR COATING**

The compartment interiors shall be coated with a bright, scratch resistant coating.

**EXHAUST HEAT DEFLECTOR SHIELD**

There shall be a 5" heat deflector shield installed over the exhaust to aid in dissipating the heat to prevent exhaust heat from adversely affecting anything stored in the body.

**LEFT SIDE BODY CONFIGURATION**

**COMPARTMENT L1**

L1 shall be a minimum of 48" wide x 58" high and be of a full depth/full height design.

The compartment shall have the following items installed:

- Shelving struts, full height.
- One(1) floor mounted roll out tray, 250# capacity.
- One(1) adjustable roll out tray, 250# capacity.
- Three(3) adjustable shelves, full depth.

**COMPARTMENT L2**

L2 shall be a minimum of 58" wide x 30" high and be of a full depth design.

The compartment shall have the following items installed:

- Shelving Struts
- Rear wall horizontal struts(spaced for SCBA brackets)

**COMPARTMENT L3**

L3 shall be a minimum of 46" wide x 58" high and be of a full depth/full height design.

The compartment shall have the following items installed:

- Shelving struts, full height.
- One(1) floor mounted roll out tray, 250# capacity.
- One(1) adjustable roll out tray, 250# capacity.
- Three(3) adjustable shelves, full depth.

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**Bidder  
Complies**

**Yes**

**No**

**RIGHT SIDE BODY CONFIGURATION**

**COMPARTMENT R1**

R1 shall be a minimum of 48" wide x 58" high and be of a split depth design.

The compartment shall have the following items installed:

Shelving struts, full height.

One(1) floor mounted roll out tray, 250# capacity.

One(1) adjustable roll out tray, 250# capacity.

Three(3) adjustable shelves, full depth.

**COMPARTMENT R2**

R2 shall be a minimum of 58" wide x 30" high and be of a shallow depth design.

The compartment shall have the following items installed:

Shelving Struts

Rear wall horizontal struts(spaced for SCBA brackets)

One(1) toolboard, wood with varnished surface.

**COMPARTMENT L3**

R3 shall be a minimum of 46" wide x 58" high and be of a split depth design.

The compartment shall have the following items installed:

Shelving struts, full height.

One(1) floor mounted roll out tray, 250# capacity.

One(1) adjustable roll out tray, 250# capacity.

Three(3) adjustable shelves, full depth.

**COMMON COMPARTMENT COMPONENTS**

All side compartments shall feature two(2) full height LED lights tied to the door switch.

All side compartments shall feature a roll up door with integrated drip edge.

All lower door sills shall have an unpainted metal edge protector provided.

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**Bidder  
Complies**

**Yes      No**

**REAR BODY CONFIGURATION**

**COMPARTMENT T1**

There shall be a 36" wide x 26", minimum, tall compartment at the rear of the apparatus.

The compartment shall have vertically hinged double pan doors with a rotary dual catch latch.

The rear compartment shall feature LED compartment lights.

The rear compartment shall have a lower sill metal edge protector provided

**BACKBOARD STORAGE**

There shall be a space for one(1) backboard provided on the apparatus.

**WALKWAYS AND OVERLAYS**

All exterior surfaces designated by the manufacturer as stepping, standing, or walking areas shall be overlaid with tread plate to provide a slip resistant surface, even when the surface is wet.

**STEPPING SURFACES**

All steps shall have a surface area of at least 35 square inches and shall be able to withstand a load of at least 500 pounds. Steps shall be provided at any area that personnel may need to climb and shall be adequately lighted.

**REAR DECK**

A rear deck shall be installed on the rear of the apparatus to form a step area. The rear deck shall be constructed of anti-slip bright tread plate.

**REAR LADDER**

There shall be a ladder installed on the rear of the apparatus. The ladder shall feature a inclined climbing angle. The ladder shall be NFPA compliant.

**REAR HOSEBED STEP**

There shall be a diamond plate, rear hosebed step provided. The step shall be the full width of the hosebed and be installed just below the hosebed.

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**Bidder  
Complies**

**Yes**

**No**

**FRONT BODY STEPS AND LIGHTING**

There shall be four (4) folding steps located on the front of the side body compartments, left and right side.

**FRONT VERTICAL AREA TREAD PLATE OVERLAYS**

There shall be a tread plate overlays on the front vertical areas of the body on the drivers and officers side.

**REAR WHEEL WELL LINERS**

The rear wheel wells shall have a bolt in liner provided.

**STAINLESS STEEL REAR FENDERETTES**

Four(4) stainless steel fenderettes shall be installed at the outboard edge of the wheel well area, two on each side. The fenderettes shall be bolted to the apparatus body.

**REAR WHEEL WELL POSITIONS**

There shall be storage in the wheel well areas of the body for six(6) spare SCBA bottles.

**FLOOR DRY STORAGE**

There shall be a storage compartment provided for floor dry. The compartment shall hold a minimum of 60# of floor dry. The compartment shall feature a way to discharge the contents of the compartment into a bucket.

If a slide style valve is used the valve shall be located as high in the piping as practical to prevent the floor dry from compacting and becoming stuck in any piping.

**BODY RUB RAILS**

Rub rails shall be installed beneath the compartment doors to protect them from damage should the body be brushed or rubbed against another object.

The rub rails shall be installed on the body utilizing non-corrosive spacers and secured with stainless steel bolts. The outside edge of the rub rails shall be even with the fenderettes and bolt-on steps to prevent snagging.

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Complies**

**Yes      No**

**REAR TOW HOOK**

One (1) rear tow hook shall be installed directly below the rear of the chassis frame rails. The tow hook shall be capable of a 15,000 lb. straight pull rating.

**HOSE BED**

The hose bed shall be located above the water tank and shall be able to hold the following hose load:

- 500' of 5" LDH, 100' sections.
- 800' of 2 1/2" hose, DBL Jacket, 50' sections
- 400' of 1 3/4" hose, DBL Jacket, 50' sections

The inside of the hose bed shall be smooth. The hose bed shall exit at the rear of the apparatus through a single access opening. The opening shall be free of obstructions that might interfere with the deployment and loading of hose.

The bottom of the hosebed shall be no higher than 70" above the ground.

**HOSE BED COVER**

There shall be manual hard hose bed covers provided.

**HOSE BED DIVIDERS**

There shall be two (2) adjustable hose bed dividers installed in the hose bed. The dividers shall feature a hand hold cut into the divider at the rear.

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Complies**

**Yes      No**

**GROUND LADDER STORAGE**

The ground ladders shall be stored beneath or to the side of the hose bed, to the right of the water tank. The ladders shall be stored vertically on their beam in an aluminum rack with poly scuff strips. The ladders shall be accessible through a hinged tread plate door on the rear of the body.

The following ground ladders shall be supplied with the apparatus:

One(1) Duo Safety 900A 24' Extension ladder

One(1) Duo Safety 775A 14' Roof ladder

One(1) Duo Safety 585A 10' Attic ladder

**PIKE POLE/DRYWALL HOOK STORAGE**

There shall be two(2) tubes for the storage of pike poles installed in the ground ladder storage compartment.

There shall be two(2) tubes for the storage of 8' D-ring handle drywall hooks.

**HARD SUCTION HOSE STORAGE**

There shall be storage for one(1) 6' x 10' PVC suction hose provide in the ladder compartment. Access to the suction hose shall be through the ladder storage door.

**WHEEL CHOCKS**

There shall be one (1) pair of wheel chocks provided with the apparatus. The wheel chocks shall be mounted in mounting brackets.

The wheel chock mounting bracket shall be installed in the L1 compartment.

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**Bidder  
Complies**

**Yes      No**

**HANDRAILS**

All handrails, unless otherwise stated, shall be constructed of knurled aluminum of not less than 1-1/4" in diameter. All railing shields and brackets shall be chrome plated and shall be bolted to the body with stainless steel bolts. The lower bracket on all vertical handrails shall have a drain hole drilled in it at the lowest point.

The following handrails shall be provided on the apparatus:

There shall be two(2) horizontal handrails installed above the pump module.

There shall be two(2) horizontal handrails installed at the front of the body(top), one(1) each side.

There shall be a vertical handrail installed on the right rear of the apparatus.

There shall be a horizontal handrail installed above the rear compartment below the hose bed. This handrail may be integrated into the rear hosebed step.

**LICENSE PLATE BRACKET**

There shall be a license plate bracket mounted on the rear of the apparatus. A clear LED light shall be incorporated into the bracket.

**12VOLT ELECTRICAL SYSTEM**

The apparatus shall feature a fully NFPA 1901 and DOT compliant 12 volt electrical system. The system may be a conventional or multiplexed design.

The bidder shall provide a full specification of the system being bid.

**WEATHERPROOF DOOR SWITCHES**

Due the harsh environment and susceptibility to moisture on the fire ground, the fire apparatus compartment doors shall utilize weatherproof switches.

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**Bidder  
Complies**

**Yes**

**No**

**TAIL LIGHTS**

There shall be a Whelen M6 series LED taillight assembly installed on each side of the rear of the apparatus. Each assembly shall include one (1) red LED stop/taillight model number M6BTT, one (1) amber LED model M6T turn light with arrow and one (1) clear LED backup light model M6BUW. The lights shall be mounted in individual M6FC chrome plated composite housing.

**MIDSHIP TURN SIGNALS**

There shall be two (2) LED midship auxiliary/turn signal lights installed. One (1) light shall be located in the rub rail on each side of the body.

**BODY GROUND LIGHTING**

NFPA 1901 compliant LED ground light shall be provided under the apparatus.

**CLEARANCE LIGHTS**

Red LED clearance lights shall be installed in the rear tailboard as necessary to be in full compliance with applicable ICC and DOT codes and regulations. Clearance reflectors shall be placed on the apparatus to be in full compliance with applicable ICC and DOT codes and regulations.

**GENERATOR**

There shall be a hydraulic driven generator installed on the apparatus. The continuous duty rating of the generator shall be 10,000 watts, 120/240VAC volts. Current frequency shall be stable at 60 hertz.

The system shall be designed and assembled by a company with no less than 10 years experience in the manufacture of hydraulic driven generators. The system shall be tested prior to shipping and shall be accompanied with a test report. The generator shall be tested at various loads from no load to full load to ensure reliable power delivery at various loads.

The system must be capable of producing the rated full power when driven from the vehicle PTO from idle to maximum engine speed.

The system shall be warranted for a period of not less than two (2) years or 2000 hours, whichever should come first.

There shall be one (1) remote start for the hydraulic generator located in the chassis cab and one (1) remote start shall be located on the pump panel.

**GENERATOR PTO CONNECTION**

The hydraulic pump for the generator shall be connected to the chassis transmission through a "Hot Shift", electrically engaged power-takeoff system. The control to engage and disengage the power-takeoff system shall be installed in the chassis cab.

The PTO shall be capable of being operated while in "Drive". This option shall allow for onboard 120/240 volt lights to be operated while driving down the road.

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**Bidder  
Complies**

**Yes      No**

**8 CIRCUIT LOAD CENTER**

There shall be a 120/240 volt load center incorporated into the 120/240 volt wiring system. The load center shall include adequate circuit breakers to protect the loads specified on the apparatus. The entire 120/240 volt electrical system shall be installed in strict compliance with NFPA 1901. This shall include all testing, labeling, wiring methodology, and dimensional requirements. Certification of compliance shall accompany the apparatus at the time of delivery. All 120/240 volt A.C. Wiring shall be done in accordance with NFPA 1901 as well as nationally accepted electrical codes.

**BRANCH CIRCUIT OVERCURRENT PROTECTION**

Over current protection devices shall be provided for circuits in accordance with NFPA 1901. The load center shall be equipped with a non-GFI two pole main breaker when the six or more individual branch circuits are present. Over current protection devices shall be marked with labels to identify the function of the circuit they protect.

There shall be one (1) splash guard/drip pan installed inside the compartment. The aluminum drip pan shall catch drops of water that accumulate on the shutter and drip into the shutter compartment when the door is being rolled up. The plastic splash guard shall act to keep water from being splashed throughout the interior of the compartment while the door is being rolled up. The pan shall also serve to protect the shutter from damage due to impact from behind or below.

**TELESCOPIC 120 VOLT TRIPOD LED SCENE LIGHTS**

There shall be two(2) Whelen PCH1 Pioneer LED, 120 volt, telescopic, tripod scene lights installed on the apparatus. The lighthouse shall feature a switch on the back of the lamphead.

The lights shall be installed on the back of the cab, exterior. One(1) each side. There shall be a stainless edge protector on the outer top edge of the cab above the scene lights, extending down to behind the scene light when they are in the stowed position.

The tripods shall have a design that prevents the light head from contacting the cab, when the light is lowered.

The lights shall be capable of being extended above the top of the cab when in the stored position.

The lights shall plug into dedicated 120 volt outlets with twistlock receptacles, same style as provided on the cord reel.

The outlets shall be switched with a latching relay, switched from the pump panel. The latching relay shall automatically turn the outlets off when the generator is turn off. This shall prevent the lights from being on when the generator is engaged.

**NO EXCEPTIONS**

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**ELECTRIC CORD REEL**

There shall be a Hannay, model ECR1626-12-19-6, 120 volt electric rewind cord reel installed on the apparatus. A push button labeled REEL REWIND shall be installed for 12 volt rewinding of the cord reel. Rollers shall be supplied to prevent damage to the electrical cable if pulled in any direction.

The cord reel shall be equipped with 200' of yellow STW Seoprene 10/3 wire installed with a cable stop to prevent damage to cable fittings.

**JUNCTION BOX**

There shall be an Akron Brass Extenda-Lite, model EJBX, back lighted electrical junction box equipped with four (4) electrical receptacles, two (2) per side. Each receptacle shall be equipped with a spring loaded snap cover. The cord reel shall be prewired to the cast aluminum junction box to supply power to the four (4) receptacles. An extension cord shall be connected to the junction box through a heavy-duty water resistant strain relief and flexible extender. Each side of the junction box shall be fitted with polypropylene faceplates, which are backlighted, so that plug orientation to the receptacles is quick and easy to align.

The junction box shall be equipped with an Akron Brass model CS cord stop.

A tread plate mounting bracket shall be included.

There shall be two (2) NEMA 5-20R, 120-volt, duplex, 3-wire, straight blade (household type) receptacles installed in the junction box. Each receptacle shall have a 20 ampere rating.

There shall be two (2) NEMA L5-20R, 120 volt, single, 3-wire, twistlock receptacles installed in the junction box. Each receptacle shall have a 20 ampere rating.

The reel shall be located in the pump module and shall deploy through the upper right side of the compartment. There shall be rollers provided to guide the deployment of the cord reel.

The mounted bracket shall be mounted at the final inspection.

**CORROSION PREVENTION**

One (1) 3.75 ounce tube of Electrolysis Corrosion Kontrol (ECK) shall be provided to use whenever additional items are mounted to the apparatus.

ECK protects aluminum and stainless steel against electrolytic reaction, isolates dissimilar metals and gives bedding protection for hardware and fasteners. ECK contains anti-seizing lubricant for threads. ECK is dielectric and perfect for use with electrical connectors.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**NFPA COMPLIANT REFLECTIVE STRIPING**

Reflective striping shall be applied to the exterior of the apparatus in a manner consistent with NFPA 1901. It shall consist of a 4" wide stripe low across the front of the chassis and along the sides up to the first compartment on each side where it shall angle up and back to a point in the upper compartment where it shall then run level to the back edge of the body.

**REFLECTIVE STRIPE TERMINATION**

The NFPA reflective stripe located on the side of the apparatus shall terminate at the side of the front bumper.

The color of the main reflective striping on the apparatus shall be white.

**CHEVRON REFLECTIVE STRIPING ON REAR OF APPARATUS**

A reflective striping chevron pattern shall be installed on the entire rear of the apparatus. Each stripe shall be a minimum of 6" in width and shall be applied to the apparatus at 45° angle. The chevron pattern shall include the any other painted storage compartment doors. The T1 Compartment shall be excluded from the chevron pattern.

**CHEVRON REFLECTIVE STRIPING, RED/FLUORESCENT YELLOW-GREEN**

The chevron striping shall consist of 3M part numbers 1172 EC, red and 3983, fluorescent yellow-green.

Only 3M Diamond Grade™ VIP Reflective Striping shall be used. 3M Diamond Grade™ VIP Reflective Striping is a wide angle prismatic lens reflective sheeting designed for the production of durable traffic control signs and delineators that are exposed vertically in service. This sheeting is designed to provide higher sign brightness than sheetings that use glass bead lenses. It is intended to also provide high sign brightness in the legibility distance where other sheetings do not.

**CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT  
WAYNE, NEBRASKA**

**Bidder  
Complies**

**Yes**

**No**

**GOLD LEAF LETTERING**

There shall be sixty (60) 22KT gold leaf letters provided and installed on the apparatus. The letters shall be approximately 4" tall with black outline and shadow.

**EQUIPMENT MOUNTING**

The following equipment shall be provided (if specified) and mounted/wired to the apparatus:

Mount/wire One(1) department supplied thermal imaging camera bracket.

**LOOSE EQUIPMENT**

The following equipment shall be included on the completed apparatus:

Two(2) TFT Ball Intake Valves, AB8NX-NX

Two(2) TFT 6" LH Female x 5" storz, rigid, adapters

Two(2) TFT 5" Storz blind caps with lanyards

One(1) 6" x 10' PVC suction hose, 6" NST Male RL x 6" Female, swivel, long handle couplings

**OPTIONS**

The following options shall be priced with the manufactures bid.

**OPTION 1:** Delete the foam system/foam cell and all related components.



**Progress Estimate**

**Contractor's Application**

Item No.		Item Description		Contract Information				B				C				D		E		F		G	
				Original Contract Quantity	Current Contract Quantity	Units	Unit Price	Total Value of Item (\$)		Previous Quantity Installed	Quantity Installed This Period	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 (G - F)						
A																							
GROUP A - PAVING IMPROVEMENTS																							
1		1	1	LS	\$12,500.00		\$12,500.00	\$12,500.00	0.25	0.25	0.50	\$6,250.00		\$6,250.00	50.0%	\$6,250.00							
2		1	1	LS	\$12,500.00		\$12,500.00	\$12,500.00	1.00	1.00	1.00	\$12,500.00		\$12,500.00	100.0%	\$12,500.00							
3		1	1	LS	\$5,000.00		\$5,000.00	\$5,000.00	0.50	0.30	0.80	\$4,000.00		\$4,000.00	80.0%	\$4,000.00							
4		4	4	EA	\$1,200.00		\$4,800.00	\$4,800.00															
5		367	367	CY	\$5.00		\$1,835.00	\$1,835.00	1,724.00	1,100.00	2,824.00	\$16,944.00		\$16,944.00	87.4%	\$16,944.00							
6		2,445	2,445	SF	\$3.00		\$7,335.00	\$7,335.00	2,288.00	916.00	3,204.00	\$9,541.00		\$9,541.00	46.8%	\$9,541.00							
7		1,482	1,482	SF	\$22.00		\$32,604.00	\$32,604.00															
8		2,964	2,964	SF	\$70.40		\$208,665.60	\$208,665.60															
9		1	1	LS	\$7,000.00		\$7,000.00	\$7,000.00	60.00	60.00	60.00	\$420.00		\$420.00	7.5%	\$9,420.00							
10		419	419	SF	\$53.80		\$22,432.20	\$22,432.20															
11		2,785	2,785	SF	\$6.40		\$17,824.00	\$17,824.00															
12		48	48	SF	\$24.00		\$1,152.00	\$1,152.00															
13		803	803	LF	\$7.00		\$5,621.00	\$5,621.00															
14		2	2	EA	\$450.00		\$900.00	\$900.00															
15		5	5	EA	\$250.00		\$1,250.00	\$1,250.00															
16		2,104	2,104	SF	\$2.00		\$4,208.00	\$4,208.00															
17		93	93	LF	\$12.00		\$1,116.00	\$1,116.00															
18		83	83	LF	\$24.00		\$1,992.00	\$1,992.00															
19		64	64	SF	\$48.00		\$3,072.00	\$3,072.00															
20							\$376,865.80	\$376,865.80															
GROUP A Subtotal																							
GROUP B - STORM SEWER IMPROVEMENTS																							
1		1	1	LS	\$12,500.00		\$12,500.00	\$12,500.00															
2		2	2	EA	\$1,870.00		\$3,740.00	\$3,740.00															
3		62	62	LF	\$72.60		\$4,501.20	\$4,501.20															
4		1	1	EA	\$500.00		\$500.00	\$500.00															
5		1	1	EA	\$3,500.00		\$3,500.00	\$3,500.00															
6		2	2	EA	\$4,550.00		\$9,100.00	\$9,100.00															
7		26	26	LF	\$36.00		\$936.00	\$936.00															
GROUP B Subtotal																							
GROUP C - WATER MAIN IMPROVEMENTS																							
1		1	1	LS	\$12,500.00		\$12,500.00	\$12,500.00	1.00	1.00	1.00	\$12,500.00		\$12,500.00	100.0%	\$12,500.00							
2		996	996	LF	\$59.70		\$59,461.20	\$59,461.20	708.00	305.00	1,013.00	\$60,474.20		\$60,474.20	101.2%	\$60,474.20							
3		5	5	EA	\$1,101.00		\$5,505.00	\$5,505.00	3.00	2.00	5.00	\$5,505.00		\$5,505.00	100.0%	\$5,505.00							
4		10	10	EA	\$588.00		\$5,880.00	\$5,880.00	8.00	2.00	10.00	\$5,880.00		\$5,880.00	100.0%	\$5,880.00							
5		4	4	EA	\$558.00		\$2,232.00	\$2,232.00	4.00	4.00	4.00	\$2,232.00		\$2,232.00	100.0%	\$2,232.00							
6		1	1	EA	\$558.00		\$558.00	\$558.00	1.00	1.00	1.00	\$558.00		\$558.00	100.0%	\$558.00							
7		2	2	EA	\$693.00		\$1,386.00	\$1,386.00	1.00	1.00	2.00	\$1,386.00		\$1,386.00	100.0%	\$1,386.00							
8		5	5	EA	\$977.00		\$4,885.00	\$4,885.00	2.00	1.00	3.00	\$2,925.00		\$2,925.00	60.0%	\$4,885.00							
9		3	3	EA	\$417.00		\$1,251.00	\$1,251.00	2.00	2.00	2.00	\$834.00		\$834.00	66.7%	\$1,251.00							
10		1	1	EA	\$426.00		\$426.00	\$426.00															
11		8	8	EA	\$2,582.50		\$20,660.00	\$20,660.00	5.00	3.00	8.00	\$20,660.00		\$20,660.00	100.0%	\$20,660.00							
12		307	307	LF	\$31.32		\$9,555.84	\$9,555.84	260.00	11.00	271.00	\$8,485.80		\$8,485.80	88.2%	\$9,555.84							
13		11	11	EA	\$360.00		\$3,960.00	\$3,960.00	11.00	11.00	11.00	\$3,960.00		\$3,960.00	100.0%	\$3,960.00							

**Progress Estimate**

**Contractor's Application**

For (Contract):		Pine Heights Road & Utility Improvements, CD8G No. 19-PW-017		Application Number: 3		9/30/2021								
Application Period:		9/04/2021 to 9/30/2021		Application Date:		9/30/2021								
Item No.	Item Description	Contract Information				C	D	E	F	G				
		Original Contract Quantity	Current Contract Quantity	Units	Unit Price						Total Value of Item (\$)	Quantity Installed This Period	Value of Work Installed to Date	Materials Presently Stored (not in C)
14	1" Corporation Stop	11	11	EA	\$444.00	\$4,884.00	11.00	\$4,884.00		\$4,884.00	100.0%			
15	1" Curb Stop and Box	11	11	EA	\$976.00	\$10,736.00	11.00	\$10,736.00		\$10,736.00	100.0%			
16	Connect Existing Water Service	11	11	EA	\$432.00	\$4,752.00	11.00	\$4,752.00		\$4,752.00	100.0%			
17	Remove Existing Fire Hydrants	2	2	EA	\$1,550.00	\$3,100.00	1.00	\$1,550.00		\$1,550.00	50.0%			\$1,550.00
18	Tunnel Water Services	8	8	LF	\$600.00	\$4,800.00								\$4,800.00
19	Remove Valve Boxes	4	4	EA	\$550.00	\$2,200.00	2.00	\$2,200.00		\$2,200.00	100.0%			
<b>GROUP C - WATER MAIN IMPROVEMENTS</b>						\$158,502.04		\$145,813.80		\$1,094.92	92.7%			\$11,593.32
1	6" Fire Hydrant Assembly	2	2	EA	\$6,578.33	\$13,156.66	1.00	\$6,578.33		\$2,998.17	72.8%			\$3,860.15
<b>GROUP D - SANITARY SEWER IMPROVEMENTS</b>														
1	Mobilization	1	1	LS	\$12,500.00	\$12,500.00	0.50	\$12,500.00			100.0%			
2	Remove Sanitary Sewer Manholes	3	3	EA	\$3,500.00	\$10,500.00	1.00	\$10,500.00			100.0%			
3	48" Dia. Concrete Manhole	66.9	66.9	VF	\$508.76	\$33,701.54	24.70	\$33,701.54			100.0%			
4	8" PVC Sanitary Sewer Main, SDR 26	710	710	LF	\$71.40	\$50,694.00	337.00	\$50,694.00			100.0%			
5	Connect to Existing Sanitary Sewer Main	4	4	EA	\$456.00	\$1,824.00	2.00	\$1,824.00			100.0%			
6	4" PVC Sanitary Sewer Service, SDR 26	337	337	LF	\$46.50	\$15,670.50	240.00	\$19,158.00			122.3%			-\$3,487.50
7	8" x 4" Wye, PVC	11	11	EA	\$440.00	\$4,840.00	8.00	\$6,160.00			127.9%			-\$1,320.00
8	4" x 45 Bend, PVC	11	11	EA	\$704.00	\$7,744.00	8.00	\$9,856.00			127.9%			-\$2,112.00
9	Connect Existing Sewer Service	11	11	EA	\$264.00	\$2,904.00	8.00	\$3,696.00			127.3%			-\$792.00
10	Plug and Abandon Existing Sewer Main	3	3	EA	\$800.00	\$2,400.00	3.00	\$2,400.00			100.0%			
<b>GROUP D Subtotal</b>						\$142,778.04		\$150,489.54			105.4%			-\$7,711.50
<b>Totals</b>						\$726,079.74		\$940,067.67			49.0%			\$370,278.98

Contractor's Application

Stored Material Summary

A		B		C		D		E		F		G	
Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Stored Previously Amount (\$)	Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$)	(D + E - F)	
<b>GROUP B - STORM SEWER IMPROVEMENTS</b>													
6	11INV0009947		OnSite/Yard	Curb Inlet (y=8') - Inlet Tops	7/2021	\$2,640.00		\$2,640.00			\$2,640.00		\$2,640.00
<b>GROUP C - WATER MAIN IMPROVEMENTS</b>													
2	0804847-IN		OnSite/Yard	8" PVC Water Main, DR 18	7/2021	\$11,005.76		\$11,005.76	9/2021	\$11,005.76			
2	0804885-IN		OnSite/Yard	8" PVC Water Main, DR 18	7/2021	\$225.33		\$225.33	9/2021	\$225.33			
2	0804883-IN		OnSite/Yard	8" PVC Water Main, DR 18	7/2021	\$108.75		\$108.75	9/2021	\$108.75			
3	0804847-IN		OnSite/Yard	Connect to Existing Water Main	7/2021	\$890.88		\$890.88	9/2021	\$594.53	\$356.35		
3	0804883-IN		OnSite/Yard	Connect to Existing Water Main	7/2021	\$614.21		\$614.21	9/2021	\$368.53	\$245.68		
4	0804847-IN		OnSite/Yard	8" 45° Bend, MIR	7/2021	\$578.10		\$578.10	9/2021	\$225.20			
5	0804847-IN		OnSite/Yard	8" 22.5° Bend, MIR	7/2021	\$274.00		\$274.00	9/2021	\$274.00			
5	0804883-IN		OnSite/Yard	8" 22.5° Bend, MIR	7/2021	\$174.62		\$174.62	9/2021	\$87.31	\$87.31		
7	0804847-IN		OnSite/Yard	8" x 6" x 8" Tee, MIR	7/2021	\$526.90		\$526.90	9/2021	\$210.76	\$316.14		
8	0804847-IN		OnSite/Yard	8" x 8" x 8" Tee, MIR	7/2021	\$123.75		\$123.75	9/2021	\$82.91	\$40.84		
9	0804847-IN		OnSite/Yard	8" x 6" Reducer, MIR	7/2021	\$7,432.64		\$7,432.64	9/2021	\$7,432.64			
11	0804847-IN		OnSite/Yard	8" Gate Valve and Box, MIR - (8 valve boxes and adppts.)	7/2021	\$324.00		\$324.00	9/2021	\$275.40	\$48.60		
12	0804847-IN		OnSite/Yard	1" PE Water Service (SDR 7)	7/2021	\$332.80		\$332.80	9/2021	\$332.80			
13	0804847-IN		OnSite/Yard	8" x 1" Saddle	7/2021	\$1,356.74		\$1,356.74	9/2021	\$1,356.74			
14	0804847-IN		OnSite/Yard	1" Corporation Stop	7/2021	\$2,555.96		\$2,555.96	9/2021	\$2,555.96			
15	0804847-IN		OnSite/Yard	1" Curb Stop and Box	7/2021								
<b>GROUP CI - WATER MAIN IMPROVEMENTS</b>													
1	0804847-IN		OnSite/Yard	6" Fire Hydrant Assembly	7/2021	\$5,598.84		\$5,598.84	9/2021	\$2,799.42	\$2,799.42		
1	0804888-IN		OnSite/Yard	6" Fire Hydrant Assembly	7/2021	\$397.50		\$397.50	9/2021	\$198.75	\$198.75		
<b>GROUP D - SANITARY SEWER IMPROVEMENTS</b>													
3	0804885-IN		OnSite/Yard	48" Dia. Concrete Manhole	7/2021	\$2,728.44		\$2,728.44	9/2021	\$2,728.44			
4	0804847-IN		OnSite/Yard	8" PVC Sanitary Sewer Main, SDR 26	7/2021	\$3,614.88		\$3,614.88	9/2021	\$3,614.88			
5	0804847-IN		OnSite/Yard	Connect to Existing Sanitary Sewer Main	7/2021	\$476.42		\$476.42	9/2021	\$476.42			
6	0804847-IN		OnSite/Yard	4" PVC Sanitary Sewer Service, SDR 26	7/2021	\$485.46		\$485.46	9/2021	\$485.46			
7	0804847-IN		OnSite/Yard	8" x 4" WVs, PVC	7/2021	\$664.70		\$664.70	9/2021	\$664.70			
8	0804847-IN		OnSite/Yard	4" x 4.5 Bend, PVC	7/2021	\$157.52		\$157.52	9/2021	\$157.52			
9	0804847-IN		OnSite/Yard	Connect Existing Sewer Service	7/2021	\$286.88		\$286.88	9/2021	\$286.88			
10	0804847-IN		OnSite/Yard	Plug and Abandon Existing Sewer Main	7/2021	\$41.50		\$41.50	9/2021	\$41.50			
<b>Totals</b>								\$43,819.78		\$37,086.69		\$6,733.09	

For (Contract): Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017

Application Number: 3

Application Period: 9/04/2021 to 9/30/2021

Application Date: 9/30/2021