

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
December 7, 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 – November 16, 2021](#)
4. [Approval of Claims](#)
5. [Appointment of Mytzy Rodriguez-Kufner as Commissioner to Wayne Housing Authority Board \(will replace Jean Lutt\)](#)

Background: The current board members are: Chair Randy Lutt, Vice Chair Peg Lutt, and Commissioners Galen Wisner (appointed 2/4/20) and Jill Walling.

6. [Action on Change Order No. 2 which is a decrease of \\$15,921.60 to Myers Construction, Inc., for the “Pine Heights Road & Utility Improvements Project - CDBG No. 19-PW-017”](#)

Background: This change order represents quantity adjustments for the project.

7. [Action on Contractor’s Application for Payment No. 5 in the amount of \\$29,020.20 to Myers 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.

8. [Action on Certificate of Substantial Completion - Myers Construction, Inc., for the “Pine Heights Road & Utility Improvements Project - CDBG No. 19-PW-017”](#)
9. [Ordinance 2021-14: Adopting Official City of Wayne Ward Map \(Third and Final Reading\)](#)
10. [Resolution 2021-68: Approving Agreement between the City of Wayne and Northeast Power](#)

Background: Northeast approached the City to gauge our interest in selling excess power we would have when we generate back to the grid during emergencies. This agreement does not force the City to generate or generate in excess. It only allows the City to sell excess power generated that we put back on the grid to Northeast. Northeast is looking to specifically hedge their power purchases through February 2022, especially if another “polar vortex” took place. After March 1, 2022, Big Rivers (BREC) has hedges in place to minimize purchase risks for both Northeast and the City of Wayne. But always remember that our best hedge is our power plant. Staff is still working on a determined price for the agreement; this price would be a fixed cost (i.e. personnel, maintenance) plus a variable fuel cost and a 20% upcharge.

11. [Resolution 2021-69: Adopting Updated Procurement Procedures and Code of Conduct](#)

Background: We recently adopted the “Procurement Procedures and Code of Conduct” back in August, 2021; however, the Department of Economic Development has, again, updated their procurement procedures document. A few changes were updated values for micro-purchase and small purchase thresholds, which have increased from \$3,000 and \$150,000 to \$10,000 and \$250,000 respectively.

12. [Resolution 2021-70: Approving a Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for General Administration of Community Development Block Grant \(Owner-Occupied Rehab\) 21-HO-35041](#)

Background: This agreement with Northeast Nebraska Economic Development District is for the general administration of CDBG 21-HO-35041. We were notified on November 18th that we were awarded up to \$315,000 to be used for owner-occupied rehabilitation. This is the grant that the City applied for, but will be used by Wayne Community Housing Development Corporation for owner-occupied rehab purposes. The amount was for \$250,000, with no match required.

13. [Resolution 2021-71: Approving the specifications and authorizing the purchase of a pickup truck through the state bid system as per the bid proposal received from Arnie’s Ford \(Park and Recreation Department\)](#)

Background: Lowell has obtained two bids for the purchase of a 2022 pickup truck. The low bid came from Arnie’s Ford, Inc., through the State bid system, in the amount of \$36,023.

14. [Resolution 2021-72: Reaffirming the Interlocal Cooperative Agreement between the City of Wayne and the Village of Carroll](#)

Background: Through the years, the City has entered into interlocal agreements with the Village of Carroll to utilize Wayne’s certified water treatment personnel; the most recent one being entered into in 2009. Casey Junck, Water/Wastewater Superintendent, was hired as the after hours part-time water/wastewater operator for Carroll. Casey is now stepping down from that position. Jacob Davis is/has now stepped into that position. This Resolution will just reaffirm what was passed back in 2009 and then authorize the Mayor to sign the application for Jacob to serve as a licensed operator for more than one Nebraska public water system.

15. [Resolution 2021-73: Amending Personnel Policy — Section 7.15 Holiday Leave \(Juneteenth\) and Section 13.11 Employee Benefits \(Cell Phone Stipend\)](#)

Background: If approved, the Personnel Manual would include Juneteenth as an official holiday and also include the cell phone stipend, which was implemented back in December, 2005, but was never included in the personnel manual. The stipend of \$25 has not been changed since 2005. This amendment increases the stipend from \$25.00 to \$50.00 per month for full-time and permanent part-time employees.

16. [Resolution 2021-74: Amending Wage and Salary Schedule](#)

Background: The attached wage and salary schedule includes a 3% cost of living increase that was approved in the budget. This would be effective with the first payroll period in January, 2022. We have placed Lifeguards in their own line item and also added the position of Power Plant Mechanic/Operator I.

17. [Action on directing staff to prepare the necessary documents for Council action to have the matter of changing from Wards to Wards/At-Large council seats on the ballot](#)

Background: From the previous conversation with Council, staff has done a little more researching into how a new at-large/ward system would transition from a ward system of representation. What we know is that Statute spells out how to obtain the at-large representatives (at the first election, the 2 at-large candidates receiving the highest votes will get 4-year terms and the others will get 2-year terms), but does not state how the ward reps would transition.

State Statute 32-554 states that the City Council “shall establish districts or wards so that approximately one-half of the members of its governing board may be nominated and elected from districts or wards at each election. Districts or wards shall be created not later than October 1 in the year following the general election at which the question was voted upon.” So, for example, that could mean that even number wards can be elected to 2-year terms and odd number wards to 4-year terms at that first election. This scenario means at the first election, Wayne elects two at-large members to 4-year terms, and the two odd number wards to 4-years; and it also elects two at-large members to 2-year terms and the two even number wards get 2-year terms.

The transition is “messy,” as the Council would have to determine/volunteer which members are being elected to what type of term. However, once the first election is held, the subsequent elections would be similar to what we do now, but with two members every election being at-large and two every election being from wards.

18. [Action to set a town hall meeting to discuss annexation](#)

Background: Council had originally scheduled a town hall meeting on annexation in April, 2020. However, because of COVID, the same was postponed. It has been determined that now we should consider starting up the process again in light of the fact that the new Dollar General will be opening soon and is located outside city limits.

19. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
November 16, 2021**

The Wayne City Council met in regular session at City Hall on November 16, 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 Brendon Pick, Terri Buck, Nick Muir, 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.

Mayor Giese requested Council consideration to the appointment of Dallas Dorey as Councilmember for Ward 3.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the mayoral appointment of Dallas Dorey as Councilmember for Ward 3. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Attorney Miller then gave the Oath of Office to Dallas Dorey as Councilmember for Ward 3.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of November 2, 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, 175.46; AMERITAS, SE, 2987.76; AMERITAS, SE, 72.00; AMERITAS, SE, 126.25; APPEARA, SE, 102.66; BATTERY SOLUTIONS, SU, 204.00; BRAUN, ZAC, SE, 54.00; BRENTLINGER, CASEY, SE, 40.00; CITY EMPLOYEE, RE, 19.71; CITY EMPLOYEE, RE, 131.00; CITY EMPLOYEE, RE, 291.95; CITY EMPLOYEE, RE, 108.63; CITY EMPLOYEE, RE, 74.38; CITY OF WAYNE, PY, 85363.83; CITY OF WAYNE, RE, 1096.36; COMFORT INN, SE, 116.95; CONSOLIDATED MANAGEMENT, SE, 93.42; CONTINENTAL FIRE SPRINKLER, SE, 215.00; COTTONWOOD WIND PROJECT, SE, 15629.49; DANKO EMERGENCY EQUIPMENT, SE, 5098.30; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.79; DEARBORN LIFE INSURANCE COMPANY, SE, 2649.81; ECHO GROUP, SU, 9.46; ELKINS PORTABLE RESTROOMS, SE, 270.00; FAITH REGIONAL PHYSICIAN SERV, SE, 99.50; FLOOR MAINTENANCE, SU, 997.26; GERHOLD CONCRETE, SU, 643.57; GLOBAL PAYMENTS INTEGRATED, SE, 233.95; GREENFIELD, BRETT, SE, 78.00; HILAND DAIRY, SE, 153.65; HOLIDAY INN EXPRESS-FREMONT, SE, 279.90; HOLIDAY INN OF KEARNEY, SE, 229.90; ICMA, SE, 375.83; ICMA, SE, 34.38; ICMA, SE, 145.28; ICMA, SE, 159.20; ICMA, SE, 7916.38; ICMA, SE, 1619.90; ICMA, SE, 112.52; ICMA, SE, 366.40; ICMA, SE, 55.00; ICMA, SE, 124.70; INGRAM LIBRARY SERVICES, SU, 766.16; IRS, TX, 3431.94; IRS, TX, 10998.34; IRS, TX, 14674.36; KEPSCO ENGRAVING, SU, 21.10; KERKMAN, BRYCE, SE, 78.00; L.G. EVERIST, SU, 171.37; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 456.52; LUTT OIL, SU, 13012.41; MATHESON-LINWELD, SU, 35.06; MERIT MECHANICAL, SE, 2653.25; MIDWEST ALARM SERVICES, SE, 777.62; MIDWEST LABORATORIES, SE, 26.00; MUNICIPAL SUPPLY, SU, 1113.42; MYERS CONSTRUCTION COMPANY, SE, 324613.27; NDEE-FISCAL SERVICES, FE, 690.00; NE DEPT OF REVENUE, TX, 4793.21; NE HARVESTORE, SU, 41.69; NE LAW ENFORCEMENT, SE, 75.00; NPPD, SE, 25646.74; NMPP ENERGY, FE, 125.00; NOVA FITNESS EQUIPMENT, SE, 463.13; OCC BUILDERS, SE, 204.00; OCLC, FE, 343.33; ONE OFFICE SOLUTION, SU, 1480.00; OVERDRIVE, SU, 518.47; PAC N SAVE, SU, 124.90; PAC N SAVE, SU, 852.42; PATEFIELD, PARKER, SE, 135.00; PATEFIELD, WILLIAM, SE, 80.00; PCAN, FE, 50.00; PEPSI COLA OF SIOUXLAND, SU, 350.70; QUADIANT FINANCE USA, SU, 1000.00; QUALITY FOOD CENTER, SU, 26.41; RERUCHA, MICHAEL, SE, 72.00; ROBERTS, NOAH, SE, 36.00; SCOTT, GREG, SE, 145.00; SOUTHEAST COMMUNITY COLLEGE, FE, 342.00; STAPLES, SU, 722.30; STATE FARM INSURANCE, FE, 563.00; STATE NEBRASKA BANK & TRUST, SE, 58.64; STATE NEBRASKA BANK-PETTY CASH, RE, 97.72; THAYER, NATE, SE, 36.00; THE RADAR SHOP, SE, 343.00; TOTAL GRAPHICS, SU, 20.00; US FOODSERVICE, SU, 1330.21; VERIZON, SE, 522.73; WATCHGUARD VIDEO, SE, 6775.00; WAYNE AUTO PARTS, SU, 1042.67; WAYNE HERALD, SE, 110.50; WAYNE HERALD, SE, 95.00; WAYNE HERALD, SE, 828.81; WAYNE VETERINARY CLINIC, SE, 182.00; WESCO, SU, 2080.85; WAPA, SE, 15955.50; WIGMAN COMPANY, SU, 331.95; WISNER WEST, SU, 141.26; ACE HARDWARE & HOME, SU, 348.25; ALTEC INDUSTRIES, SU, 208.07; ANDERSON, DEREK, SE, 120.00; APPEARA, SE, 50.66; BAKER & TAYLOR BOOKS, SU, 1037.52; BIG RIVERS ELECTRIC CORPORATION, SE, 83182.60; BORDER STATES INDUSTRIES, SU, 586.36; CHEMQUEST, SE, 695.00; CONSOLIDATED MANAGEMENT, SE, 88.62; DISPLAY SALES, SU, 131.00; ECHO GROUP, SU, 368.94; ELLIS HOME SERVICES, SE, 400.00; FAIRFIELD INN – KEARNEY, SE, 749.70; FLOOR MAINTENANCE, SU, 579.03; GALE/CENGAGE LEARNING, SU, 99.41; GRAINLAND ESTATES, RE, 2467.22; GREENFIELD, BRETT, SE, 36.00; INTERSTATE ALL

BATTERY, SU, 199.60; JEO CONSULTING GROUP, SE, 19373.25; JOHN'S WELDING AND TOOL, SU, 192.92; MARCO TECHNOLOGIES, SE, 200.61; NDEE-FISCAL SERVICES, FE, 230.00; OLSSON ASSOCIATES, SE, 13450.00; RODRIGUEZ, NANCY, SE, 87.50; WESCO, SU, 115.56

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.

Councilmember Brodersen introduced Ordinance No. 2012-14 and moved for approval of the second reading thereof; Councilmember Woehler seconded.

ORDINANCE NO. 2021-14

AN ORDINANCE ADOPTING OFFICIAL CITY OF WAYNE WARD MAP.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Tim Sutton, Electric Distribution Superintendent, and Casey Junck, Water/Wastewater Superintendent, were present to advise the Council that they obtained two bids for the purchase of a new backhoe loader. After reviewing the bids and visiting the dealers to look at the machines, their recommendation is to accept the low bid for the John Deere provided by Murphy Tractor & Equipment for \$97,400. This includes the trade-in of the 1999 John Deere 310SE backhoe of \$26,500. The new backhoe is comparable in size to the old one. The departments will reuse the roller packer and small backhoe bucket they already have. The new backhoe will accommodate a breaker and will have a forklift attachment. This will be shared 1/3 by the three departments (Electric, Water & Sewer).

Councilmember Eischeid introduced Resolution No. 2021-66 and moved for its approval; Councilmember Karsky seconded the motion.

RESOLUTION NO. 2021-66

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A JOHN DEERE 310SL BACKHOE LOADER AND RELATED EQUIPMENT THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM MURPHY TRACTOR & EQUIPMENT (\$97,400).

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

In September, 2021, the Nebraska Department of Economic Development updated its procurement requirements as it relates to development districts. Those changes were outlined in the CDBG manual, which now states that the Interlocal Agreement must specifically address the issue of CDBG administration. NNEDD has updated the Interlocal Agreement by simply adding these three words, “including CDBG administration” at the end of the last paragraph on page one. Due to these changes, NNEDD is asking its members to approve the updated Interlocal Agreement that specifically addresses the issue of CDBG administration.

Councilmember Karsky introduced Resolution No. 2021-67 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2021-67

A RESOLUTION AUTHORIZING PARTICIPATION IN THE NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD).

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

Discussion took place on possibly changing from voting for Councilmembers by ward to voting for Councilmembers by ward (4) and at-large (4).

Mayor Giese stated this is something that has been talked about briefly in the past, but tonight he wanted to get a feel from the Council as to their thoughts (pros and cons) in changing.

After discussion, consensus was to have this matter brought back for Council action on the next agenda.

Discussion took place regarding the sales tax ballot question proposal.

Administrator Blecke stated the City is currently at 1.5% for sales tax. .5% is used for the pool. This will expire as soon as the bonds are paid off, which should be somewhere in 2024-2025. The other 1% sunsets in June, 2024. That currently is split 60% for capital improvements and 40% to LB840

(economic development). To go for an additional .5% sales tax, the same would have to be a ballot question, and we would have to enter into an interlocal agreement with another political subdivision. The interlocal agreement merely needs to say that the entities are supportive of the project and are willing to be on a committee. We would have to set up a separate administrative entity which relates to a public infrastructure project, which would need to meet annually to talk about the project. It would be very simple. Specifics can be outside of the interlocal agreement.

Over the past 5 years, we have averaged almost a 6% increase per year in sales tax revenue. The question is whether or not the Council wants to pursue the excess of 1.5% to get to the 2% sales tax. Some of the capital projects completed using the sales tax was the park tower in Sunnyview and Hank Overin lighting. Mr. Blecke reviewed/presented a couple of options for Council to consider.

Mark Lenihan, Superintendent of Wayne Public Schools, as well as School Board members Jodi Pulfer, Justin Davis and Lynn Junck, were present for the sales tax discussion. The timing of this does not align with some of the things the School has been working on. However, the project does. They have talked about the need for additional space (gym). Dr. Lenihan has not discussed this with either the Facility Committee or the School Board until the last month or so. In January, they should have a draft of their strategic plan based on the data and the needs they have heard not only from the community meetings, but all of the surveys that have been conducted.

Because of a timing schedule, the discussion on the sales tax matter ended and the Mayor then went on to Agenda Item No. 11 – Joint meeting with the Community Redevelopment Authority to discuss goals.

Mike Powicki, representing the Wayne Community Redevelopment Authority, spoke to the Council regarding their goals or what the perceived goals of the organization are and the mission thereof, which is to redevelop property for the betterment of the greater Wayne area. Over the past 12 months, the CRA has strategically looked at different areas around Wayne to acquire and redevelop. The CRA wants to be good stewards of the resources the City has given them. However, it seems there can be at times a disconnect between the City and the CRA. He noted the CRA would like to hear from the Council whether

or not the direction the CRA is heading does or does not align with what the Council seems to think is appropriate.

Luke Virgil, Director of Wayne Area Economic Development, stated he thinks this group (the CRA) has a lot more latitude by State Statute by design than what the City Council has or any other public entity has, so they can see quicker flips of properties, etc.

Council consensus seemed to be that they liked the direction the CRA has been heading/going.

There being no further discussion on that agenda item, discussion then continued on the sales tax. Bond counsel has advised that for something to be placed on the ballot in May, it has to be to the County Clerk's office by March 1st. The Council would have to pass a Resolution sometime in February to get it on the ballot. In addition, the Council would have to have an Interlocal Agreement signed in January/February.

Lynn Junck, Wayne Community School Board Member, stated the discussion is valid if it is about addressing the needs of the school. However, he did not think the timeline proposed was going to work. This is a discussion that the current School Board members has not had, and they cannot make a decision right away. They need time to finish the process they are in at this time.

It was noted that discussion could and would continue with the School on a timeline. It was also noted this may have to and could be pushed off until the fall. A few representatives of the Council could come to a School Board meeting to discuss the matter.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:39 p.m.



| Vendor | Payable Description | Payment Total |
|-----------------------------------|--|---------------|
| ACES | ACES WIND ENERGY SERVICE AGREEMENT | 956.14 |
| AMAZON.COM, LLC | DVD'S/OFFICE SUPPLIES | 1,080.79 |
| AMERITAS LIFE INSURANCE | AMERITAS ROTH | 157.25 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT 457 PERCENTAGE | 129.38 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT 457 AMOUNT | 72.00 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT | 3,068.52 |
| APPEARA | LINEN & MAT SERVICE | 120.11 |
| ARNIE'S FORD INC | CLEAN BRAKE ROTOR | 64.09 |
| ASPM LANDSCAPES, LLC | COUNTRY CLUB LANDSCAPE | 19,063.00 |
| BALDWIN, KARI | REC BASKETBALL REFUND | 25.00 |
| BENSCOTER CONST | RIGHT OF WAY BOND REFUND | 500.00 |
| BERNAL, HERWIN | RIGHT OF WAY DEPOSIT REFUND | 500.00 |
| BERTOLAS, RANDY | ENERGY INCENTIVE | 500.00 |
| BLUE CROSS BLUE SHIELD | HEALTH PREMIUMS | 46,852.16 |
| BOK FINANCIAL | ELECTRIC REVENUE REFUND BOND SERIES 2020 | 7,367.50 |
| BOK FINANCIAL | HWY ALLOCATION SERIES 19 | 14,222.50 |
| BOMGAARS | COUPLINGS/TOOLS/SAFETY BOOTS | 909.47 |
| BOMGAARS | DIESEL FUEL ADDITIVES | 120.42 |
| BROWN SUPPLY CO | VALVE BOX RISERS | 107.00 |
| BSN SPORTS, INC | BASKETBALLS | 70.00 |
| CENTURYLINK | TELEPHONE CHARGES | 425.45 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 3,880.00 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 44.54 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 3,790.44 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 281.59 |
| CITY EMPLOYEE | SAFETY BOOT REIMBURSEMENT | 248.83 |
| CITY EMPLOYEE | CLOTHING REIMBURSEMENT | 232.43 |
| CITY EMPLOYEE | ENERGY INCENTIVE | 231.40 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 168.06 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 217.60 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 95.60 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 3,483.19 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 479.97 |
| CITY OF WAYNE | PAYROLL | 94,254.01 |
| CITY OF WAYNE | UTILITY REFUNDS | 774.45 |
| COLONIAL RESEARCH | DE-FROST/MYSTIFY ODOR ELIMINATOR | 268.67 |
| COMER, HEATHER | A/R OVERPAYMENT | 55.00 |
| COMMUNITY REDEVELOPMENT AUTHORITY | CRA LINE OF CREDIT DRAW | 70,000.00 |
| CONSOLIDATED MANAGEMENT CO | TRAINING CENTER MEALS | 46.28 |
| CORE & MAIN LP | HYDRANT SEAT | 1,063.77 |
| CUMING CO. COURT | BOND | 124.00 |
| DAS STATE ACCTG-CENTRAL FINANCE | TELECOMMUNICATION CHARGES | 448.00 |
| DAVE'S DRY CLEANING | POLICE UNIFORM CLEANING | 48.00 |

| Vendor | Payable Description | Payment Total |
|---|--------------------------------|---------------|
| DEARBORN LIFE INSURANCE COMPANY | VFD INSURANCE | 103.20 |
| DUTTON-LAINSON COMPANY | ELECTRIC METERS | 992.96 |
| FIRST CONCORD GROUP LLC | FLEX FEES | 3,467.88 |
| FLOOR MAINTENANCE | JANITORIAL SUPPLIES | 54.65 |
| FREDRICKSON OIL CO | GENERATOR FUEL | 1,055.92 |
| GALE/CENGAGE LEARNING | BOOKS | 24.69 |
| GERHOLD CONCRETE CO INC. | PROVIDENCE ROAD CONCRETE | 8,913.38 |
| GODFATHERS PIZZA | COUNCIL MEETING MEAL | 119.77 |
| HAWKINS, INC | AZONE | 528.31 |
| HILAND DAIRY | SENIOR CENTER FOOD SERVICE | 103.89 |
| HILAND DAIRY | SENIOR CENTER FOOD SERVICE | 85.36 |
| HP INC. | COMPUTERS | 6,520.00 |
| HYDRO OPTIMIZATION | SCADA CONTROL REPLACEMENTS | 6,790.00 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 34.38 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 375.83 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 145.28 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 159.20 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | ICMA RETIREMENT | 1,432.70 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 8,250.25 |
| 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 |
| INTERSTATE ALL BATTERY | BATTERIES | 525.09 |
| IRS | FEDERAL WITHHOLDING | 10,916.29 |
| IRS | FICA WITHHOLDING | 15,842.88 |
| IRS | MEDICARE WITHHOLDING | 3,705.08 |
| ISLAND SPRINKLER SUPPLY CO | IRRIGATION REPAIRS | 557.47 |
| JEO CONSULTING GROUP | MASTER AGREEMENT | 1,067.56 |
| KELLY SUPPLY COMPANY | PLASTIC PIPE | 191.71 |
| KERKMAN, BRYCE | REC BASKETBALL REF | 72.00 |
| KNUTSON, ERIC & LINDSEY | TREE INCENTIVE | 100.00 |
| KTCH AM/FM RADIO | REC BASKETBALL ADS | 150.00 |
| L.G. EVERIST | CRUSHED QUARTZITE | 409.09 |
| LANGLEY, BRANDY | FINGER PRINT REFUND | 20.00 |
| LAWLER FIXTURE CO, INC. | THERMOSTAT | 450.94 |
| LINDNER, PAUL | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| MACQUEEN EQUIPMENT | DIRT SCRAPER | 288.49 |
| MAIN STREET GARAGE, LLC | TIRES | 1,049.96 |
| MARK, MICHELLE | AUDITORIUM DEPOSIT REFUND | 200.00 |
| MATT PARROTT | W-2/1099 FORMS | 294.55 |
| NE DEPT OF ENVIRONMENTAL QUALITY | CLEAN WATER SRF | 201,596.88 |
| NE DEPT OF ENVIRONMENTAL QUALITY | DRINKING WATER SRF | 87,809.29 |
| NE DEPT OF REVENUE | STATE WITHHOLDING | 4,805.17 |
| NE PUBLIC HEALTH ENVIRONMENTAL LAB | FLUORIDE/COLIFORM TESTING | 243.00 |
| NERC | NERC/MRO REGION ASSESSMENTS | 930.77 |
| NORTHEAST POWER | WHEELING CHARGES | 13,819.26 |
| NORTHEAST TIRE SERVICE | TIRE REPAIR | 40.00 |
| OLSSON ASSOCIATES | ENGINE RECERTIFICATION | 365.00 |

| Vendor | Pay Description | Payment Total |
|----------------------------------|--------------------------------|----------------------|
| O'REILLY AUTOMOTIVE STORES, INC. | THREAD SEAL | 6.49 |
| OVERHEAD DOOR | DOOR SPRINGS REPAIR | 1,098.50 |
| PLUNKETT'S PEST CONTROL | PEST CONTROL | 33.75 |
| POSTMASTER | POSTAGE ON UTILITY BILLS | 948.17 |
| QHA CLEANING LLC | JANITORIAL CLEANING SERVICE | 1,499.64 |
| QHA CLEANING LLC | JANITORIAL CLEANING SERVICE | 1,499.64 |
| QHA CLEANING LLC | JANITORIAL CLEANING SERVICE | -1,499.64 |
| QUILL CORPORATION | OFFICE SUPPLIES | 70.56 |
| RERUCHA, MICHAEL | REC BASKETBALL REF | 72.00 |
| SCHMITZ, CINDY | FIRE HALL RENTAL CLEANING | 45.00 |
| SOMMERFIELD & SONS CONSTRUCTION | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| SPERRY, KYLE | REC BASKETBALL REF | 48.00 |
| STATE NEBRASKA BANK & TRUST | MONTHLY ACH FEE | 60.32 |
| STATE NEBRASKA BANK & TRUST | WATER BANS | 9,202.50 |
| WAYNE COUNTY COURT | PAYROLL DEDUCTION | 230.00 |
| WAYNE SENIOR CENTER | III E CHAMBER BUCKS | 50.00 |
| WAYNE SENIOR CENTER | II E MEALS | 183.25 |
| WYAPT | MEMBERSHIP | 25.00 |
| | Grand Total: | 676,386.54 |

Change Order No. 2

| | | | |
|-------------------|--|---------------------------|--|
| Date of Issuance: | November 30, 2021 | Effective Date: | Novemeber 19,2021 |
| Owner: | City of Wayne, Nebraska | Owner's Contract No.: | M-617(128) |
| Contractor: | Myers Construction, Inc. | Contractor's Project No.: | |
| Engineer: | JEO Consulting Group, Inc. | Engineer's Project No.: | 190286 |
| Project: | Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017 | Contract Name: | Pine Heights Road & Utility Improvements |

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

Description: **Quantity Correction**

Attachments: Attached letter of request for time extension from Myers.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES <i>No Milestones</i> |
|---|---|
| Original Contract Price: \$ <u>726,079.74</u> | Original Contract Times: <u>Cal. Days & Dates</u> Substantial Completion: <u>180 Cal. Days - 10/1/2021</u> Ready for Final Payment: <u>211 Cal. Days - 11/1/2021</u> days or dates |
| {Increase} {Decrease} from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0.00</u> | Increase from previously approved Change Orders No. to No. <u>1</u> : Substantial Completion: <u>November 5, 2021</u> Ready for Final Payment: <u>November 19, 2021</u> days |
| Contract Price prior to this Change Order: \$ <u>726,079.74</u> | Contract Times prior to this Change Order: Substantial Completion: <u>November 5, 2021</u> Ready for Final Payment: <u>November 19, 2021</u> days or dates |
| {Increase} {Decrease} of this Change Order: \$ <u>(15,921.60)</u> | {Increase} {Decrease} of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates |
| Contract Price incorporating this Change Order: \$ <u>710,158.14</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>November 5, 2021</u> Ready for Final Payment: <u>November 19, 2021</u> days or dates |

| | | |
|--|---|---|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: <u>[Signature]</u> Engineer (if required) | By: _____ Owner (Authorized Signature) | By: <u>[Signature]</u> Contractor (Authorized Signature) |
| Title: <u>Construction Engineer</u> | Title: _____ | Title: <u>President</u> |
| Date: <u>November 30, 2021</u> | Date: _____ | Date: <u>11-30-2021</u> |

Approved by Funding Agency (if applicable)
By: _____
Title: _____

Date: _____

Change Order Estimate

| JEO Project Name: Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017 | | JEO Project Number: 190286 | | | |
|--|--|-----------------------------------|-------|--------------|--------------------------|
| Owner: City of Wayne, Nebraska | | Change Order Number: 2 | | | |
| Contractor: Myers Construction, Inc. | | Effective Date: November 19, 2021 | | | |
| Item | | Change Order Information | | | |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Item (\$) |
| Group A | | | | | |
| 4 | Remove Tree | -2 | EA | \$1,200.00 | (\$2,400.00) |
| 6 | Remove Pavement | 119 | SY | \$6.00 | \$714.00 |
| 7 | Remove Concrete Sidewalk | 200 | SF | \$3.00 | \$600.00 |
| 8 | Subgrade Stabilization (Field Approval Required) | -1482 | SY | \$22.00 | (\$32,604.00) |
| 9 | 8" Concrete Pavement | 22 | SY | \$70.40 | \$1,548.80 |
| 10 | Steel Reinforcement In Paving | 0.5 | LS | \$7,000.00 | \$3,500.00 |
| 11 | 6" Concrete Driveway | 100 | SY | \$63.80 | \$6,380.00 |
| 12 | 5" Concrete Sidewalk | 200 | SF | \$6.40 | \$1,280.00 |
| 14 | Silt Fence, Low Porosity | -743 | LF | \$7.00 | (\$5,201.00) |
| 15 | Area Inlet Sediment Filter | -2 | EA | \$450.00 | (\$900.00) |
| 16 | Curb Inlet Sediment Filter | -1 | EA | \$450.00 | (\$450.00) |
| 20 | Modular Block Retaining Wall | 16 | SF | \$48.00 | \$768.00 |
| Group B | | | | | |
| 2 | Square Manhole Frame & Cover | -2 | EA | \$1,870.00 | (\$3,740.00) |
| Group C | | | | | |
| 2 | 8" PVC Water Main, DR 18 | 12 | LF | \$59.70 | \$716.40 |
| 4 | 8" 45° Bend, MJR | 4 | EA | \$588.00 | \$2,352.00 |
| 8 | 8" x 8" x 8" Tee, MJR | -2 | EA | \$927.00 | (\$1,854.00) |
| 11 | 8" Gate Valve and Box, MJR | 1 | EA | \$2,582.50 | \$2,582.50 |
| 12 | 1" PE Water Service (SDR 7) | 10 | LF | \$31.12 | \$311.20 |
| 13 | 8" x 1" Saddle | 1 | EA | \$360.00 | \$360.00 |
| 14 | 1" Corporation Stop | 1 | EA | \$444.00 | \$444.00 |
| 15 | 1" Curb Stop and Box | 1 | EA | \$978.00 | \$978.00 |
| 16 | Connect Existing Water Service | 1 | EA | \$432.00 | \$432.00 |
| 18 | Tunnel Water Services | -4 | LF | \$600.00 | (\$2,400.00) |
| Group D | | | | | |
| 6 | 4" PVC Sanitary Sewer Service, SDR 26 | 93 | LF | \$46.50 | \$4,324.50 |
| 7 | 8" x 4" Wye, PVC | 3 | EA | \$440.00 | \$1,320.00 |
| 8 | 4" x 45 Bend, PVC | 6 | EA | \$704.00 | \$4,224.00 |
| 9 | Connect Existing Sewer Service | 3 | EA | \$264.00 | \$792.00 |
| | | | | Total | (\$15,921.60) |

Contractor's Application for Payment No. 5

| | | | |
|-----------------------|--|---------------------------|----------------------------|
| Application Period: | 10/30/2021 to 11/19/2021 | Application Date: | 11/30/2021 |
| To (Owner): | City of Wayne, Nebraska | Via (Engineer): | JEO Consulting Group, Inc. |
| Project: | Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017 | Contractor's Project No.: | 190286 |
| Owner's Contract No.: | M-617(128) | | |

**Application For Payment
Change Order Summary**

| Approved Change Orders | Number | Additions | Deductions |
|---|--------|-----------|---------------|
| 1. ORIGINAL CONTRACT PRICE | | | \$ 726,079.74 |
| 2. Net change by Change Orders | | | \$ |
| 3. Current Contract Price (Line 1 ± 2) | | | \$ 726,079.74 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) | | | \$ 710,158.14 |
| 5. RETAINAGE: | | | |
| a. 10% X \$363,039.87 Work Completed | | | \$ 363,039.99 |
| b. X Stored Material | | | \$ 366,303.99 |
| c. Total Retainage (Line 5.a + Line 5.b) | | | \$ 673,854.16 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | | | \$ 644,833.96 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | | | \$ 29,020.20 |
| 8. AMOUNT DUE THIS APPLICATION | | | \$ 525,813.76 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) | | | \$ 525,813.76 |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Address: 79849 Hwy 2, Broken Bow, NE 68822

Contractor Signature: *John D. Myers* Date: 11-30-2021

Payment of: \$ 29,020.20
(Line 8 or other - attach explanation of the other amount)

is recommended by: *TSJ* (Engineer) 11/30/2021 (Date)

Payment of: \$ 29,020.20
(Line 8 or other - attach explanation of the other amount)

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

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

Progress Estimate

Pine Heights Road & Utility Improvements, CDBG No. 19-FV-017

Contractor's Application

Application Number: 5
Application Date: 11/30/2021

| Item No. | Description | Contract Information | | | | Original Contract Quantity | Current Contract Quantity | Units | Unit Price | B | | Previous Quantity Installed | Quantity Installed This Period | C | D | E | F | | G |
|---|--|----------------------|-----------|------------------------------|---------------------------------|----------------------------|---------------------------|-------|--------------|---------------------------------------|--|-----------------------------|--------------------------------|--------------|---|---|-----------|-----------------------|------------|
| | | Total Value | Item (\$) | Estimated Quantity Installed | Value of Work Installed to Date | | | | | Materials Presently Stored (net in C) | Total Completed and Stored to Date (D + E) | | | | | | % (F / B) | Balance to Finish - F | |
| GROUP A - PAVING IMPROVEMENTS | | | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | 1 | LS | \$12,500.00 | | | | \$12,500.00 | | 1.00 | | | \$12,500.00 | | | 100.0% | | |
| 2 | Temporary Traffic Control Measures | 1 | 1 | LS | \$12,500.00 | | | | \$12,500.00 | | 1.00 | | | \$12,500.00 | | | 100.0% | | |
| 3 | Clearing and Grubbing | 1 | 1 | LS | \$5,000.00 | | | | \$5,000.00 | | 1.00 | | | \$5,000.00 | | | 100.0% | | |
| 4 | Remove Tree | 4 | 4 | EA | \$1,200.00 | | | | \$4,800.00 | | 2.00 | | | \$2,400.00 | | | 50.0% | | \$2,400.00 |
| 5 | Excavation, Established Quantity | 367 | 367 | CY | \$6.00 | | | | \$2,202.00 | | 367.00 | | | \$2,202.00 | | | 100.0% | | |
| 6 | Remove Pavement | 3,232 | 3,232 | SY | \$6.00 | | | | \$19,392.00 | | 3,351.00 | | | \$20,106.00 | | | 103.7% | | |
| 7 | Remove Concrete Sidewalk | 2,445 | 2,445 | SF | \$3.00 | | | | \$7,335.00 | | 2,984.00 | | | \$7,935.00 | | | 108.2% | | |
| 8 | Subgrade Stabilization (Field Approval Required) | 1,482 | 1,482 | SY | \$72.00 | | | | \$107,064.00 | | 2,984.00 | | | \$216,064.00 | | | 100.0% | | |
| 9 | 8" Concrete Pavement | 2,964 | 2,964 | SY | \$70.40 | | | | \$208,665.60 | | 2,986.00 | | | \$210,214.40 | | | 100.7% | | |
| 10 | Steel Reinforcement in Paving | 1 | 1 | LS | \$7,000.00 | | | | \$7,000.00 | | 1.00 | | | \$7,000.00 | | | 100.0% | | |
| 11 | 6" Concrete Driveway | 419 | 419 | SY | \$63.80 | | | | \$26,732.20 | | 445.00 | | | \$27,732.20 | | | 121.9% | | |
| 12 | 5" Concrete Sidewalk | 2,785 | 2,785 | SF | \$6.40 | | | | \$17,824.00 | | 1,885.00 | | | \$19,104.00 | | | 107.2% | | |
| 13 | Detectable Warning Panels | 48 | 48 | SF | \$24.00 | | | | \$1,152.00 | | 32.00 | | | \$1,152.00 | | | 100.0% | | |
| 14 | Silt Fence, Low Porosity | 808 | 808 | LF | \$7.00 | | | | \$5,656.00 | | 60.00 | | | \$420.00 | | | 7.5% | | |
| 15 | Area Inlet Sediment Filter | 2 | 2 | EA | \$450.00 | | | | \$900.00 | | 4.00 | | | \$1,800.00 | | | 80.0% | | |
| 16 | Curb Inlet Sediment Filter | 5 | 5 | EA | \$450.00 | | | | \$2,250.00 | | 4.00 | | | \$4,200.00 | | | 100.0% | | |
| 17 | Hydro-Seeding, Fertilizer | 2,104 | 2,104 | SY | \$2.00 | | | | \$4,208.00 | | 2,104.00 | | | \$4,208.00 | | | 100.0% | | |
| 18 | Remove Fence | 93 | 93 | LF | \$12.00 | | | | \$1,116.00 | | 93.00 | | | \$1,116.00 | | | 100.0% | | |
| 19 | 4" Chain Link Fence | 83 | 83 | LF | \$24.00 | | | | \$1,992.00 | | 83.00 | | | \$1,992.00 | | | 100.0% | | |
| 20 | Modular Block Retaining Wall | 64 | 64 | SF | \$46.00 | | | | \$3,072.00 | | 80.00 | | | \$3,840.00 | | | 125.0% | | |
| GROUP B - STORM SEWER IMPROVEMENTS | | | | | | | | | | | | | | | | | | | |
| Group A Subtotal | | | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | 1 | LS | \$12,500.00 | | | | \$12,500.00 | | 1.00 | | | \$12,500.00 | | | 100.0% | | |
| 2 | Square Manhole Frame & Cover | 2 | 2 | EA | \$1,870.00 | | | | \$3,740.00 | | 2.00 | | | \$3,740.00 | | | 100.0% | | |
| 3 | 18" Round Equivalent (RE) RCP, Class III | 62 | 62 | LF | \$72.60 | | | | \$4,501.20 | | 62.00 | | | \$4,501.20 | | | 100.0% | | |
| 4 | Storm Sewer Top, 18" | 1 | 1 | EA | \$900.00 | | | | \$900.00 | | 1.00 | | | \$900.00 | | | 100.0% | | |
| 5 | Modified Manhole Top with Ring & Cover | 1 | 1 | EA | \$3,500.00 | | | | \$3,500.00 | | 1.00 | | | \$3,500.00 | | | 100.0% | | |
| 6 | Curb Inlet (y=8') | 2 | 2 | EA | \$4,500.00 | | | | \$9,000.00 | | 2.00 | | | \$9,000.00 | | | 100.0% | | |
| 7 | 4" PVC Drain Pipe | 26 | 26 | LF | \$36.00 | | | | \$936.00 | | 26.00 | | | \$936.00 | | | 100.0% | | |
| GROUP C - WATER MAIN IMPROVEMENTS | | | | | | | | | | | | | | | | | | | |
| Group B Subtotal | | | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | 1 | LS | \$12,500.00 | | | | \$12,500.00 | | 1.00 | | | \$12,500.00 | | | 100.0% | | |
| 2 | 8" PVC Water Main, DR 18 | 996 | 996 | LF | \$59.70 | | | | \$59,461.20 | | 1,008.00 | | | \$60,177.60 | | | 101.2% | | |
| 3 | Connect to Existing Water Main | 5 | 5 | EA | \$1,101.00 | | | | \$5,505.00 | | 5.00 | | | \$5,505.00 | | | 100.0% | | |
| 4 | 8" 45° Bend, MJR | 10 | 10 | EA | \$588.00 | | | | \$5,880.00 | | 14.00 | | | \$6,232.00 | | | 140.0% | | |
| 5 | 8" 22.5° Bend, MJR | 4 | 4 | EA | \$558.00 | | | | \$2,232.00 | | 4.00 | | | \$2,232.00 | | | 100.0% | | |
| 6 | 8" 90° Bend, MJR | 1 | 1 | EA | \$558.00 | | | | \$558.00 | | 1.00 | | | \$558.00 | | | 100.0% | | |
| 7 | 8" x 8" Tee, MJR | 2 | 2 | EA | \$993.00 | | | | \$1,986.00 | | 2.00 | | | \$1,986.00 | | | 100.0% | | |
| 8 | 8" x 8" Tee, MJR | 5 | 5 | EA | \$927.00 | | | | \$4,635.00 | | 3.00 | | | \$2,781.00 | | | 100.0% | | |
| 9 | 8" x 6" Reducer, MJR | 3 | 3 | EA | \$417.00 | | | | \$1,251.00 | | 3.00 | | | \$1,251.00 | | | 100.0% | | |
| 10 | 8" x 4" Reducer, MJR | 1 | 1 | EA | \$426.00 | | | | \$426.00 | | 1.00 | | | \$426.00 | | | 100.0% | | |
| 11 | 8" Gate Valve and Box, MJR | 8 | 8 | EA | \$2,502.50 | | | | \$20,020.00 | | 9.00 | | | \$23,242.50 | | | 112.5% | | |
| 12 | 1" PE Water Service (SOR7) | 307 | 307 | LF | \$81.12 | | | | \$24,983.84 | | 317.00 | | | \$26,160.84 | | | 104.9% | | |
| 13 | 8" x 1" Saddle | 11 | 11 | EA | \$160.00 | | | | \$1,760.00 | | 12.00 | | | \$4,320.00 | | | 108.1% | | |
| 14 | 1" Corporation Stop | 11 | 11 | EA | \$444.00 | | | | \$4,884.00 | | 12.00 | | | \$5,238.00 | | | 108.1% | | |
| 15 | 1" Curb Stop and Box | 11 | 11 | EA | \$978.00 | | | | \$10,758.00 | | 12.00 | | | \$11,736.00 | | | 109.1% | | |

Contractor's Application

Progress Estimate

| For (Contract): | | Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017 | | | | | | | | | | Application Number: 5 | | | | | | | | |
|---------------------------------------|---|--|------|-------------|--------------------------|------------------|------|-------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|--|-----------------------------|--------------------------------|--------------|---|---|---|---|
| Application Period: | | 10/30/2021 to 11/19/2021 | | | | | | | | | | Application Date: 11/30/2021 | | | | | | | | |
| Item No. | Item Description | Original Contract | | | | Current Contract | | | | Contract Information | | | | Previous Quantity Installed | Quantity Installed This Period | C | D | E | F | G |
| | | Quantity | Unit | Price | Total Value of Item (\$) | Quantity | Unit | Price | Total Value of Item (\$) | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | | | | | | | |
| 16 | Connect Existing Water Service | 11 | EA | \$482.00 | \$4,752.00 | 11 | EA | \$482.00 | \$4,752.00 | 12.00 | | 12.00 | \$5,184.00 | \$5,184.00 | 109.1% | -\$432.00 | | | | |
| 17 | Remove Existing Fire Hydrants | 2 | EA | \$1,550.00 | \$3,100.00 | 2 | EA | \$1,550.00 | \$3,100.00 | 2.00 | | 2.00 | \$3,100.00 | \$3,100.00 | 100.0% | | | | | |
| 18 | Tunnel Water Services | 8 | LF | \$600.00 | \$4,800.00 | 8 | LF | \$600.00 | \$4,800.00 | 4.00 | | 4.00 | \$2,400.00 | \$2,400.00 | 50.0% | \$2,400.00 | | | | |
| 19 | Remove Valve Boxes | 4 | EA | \$550.00 | \$2,200.00 | 4 | EA | \$550.00 | \$2,200.00 | 4.00 | | 4.00 | \$2,200.00 | \$2,200.00 | 100.0% | | | | | |
| Group C Subtotal | | | | | \$158,502.04 | | | | \$158,502.04 | | | | \$162,424.14 | \$162,424.14 | 102.5% | -\$3,922.10 | | | | |
| GROUP C - WATER MAIN IMPROVEMENTS | | | | | | | | | | | | | | | | | | | | |
| 1 | 6" Fire Hydrant Assembly | 2 | EA | \$6,578.33 | \$13,156.66 | 2 | EA | \$6,578.33 | \$13,156.66 | 2.00 | | 2.00 | \$13,156.66 | \$13,156.66 | 100.0% | | | | | |
| GROUP D - SANITARY SEWER IMPROVEMENTS | | | | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | LS | \$12,500.00 | \$12,500.00 | 1 | LS | \$12,500.00 | \$12,500.00 | 1.00 | | 1.00 | \$12,500.00 | \$12,500.00 | 100.0% | | | | | |
| 2 | Remove Sanitary Sewer Manholes | 3 | EA | \$3,500.00 | \$10,500.00 | 3 | EA | \$3,500.00 | \$10,500.00 | 3.00 | | 3.00 | \$10,500.00 | \$10,500.00 | 100.0% | | | | | |
| 3 | 48" Dia. Concrete Manhole | 669 | VF | \$50.76 | \$33,701.54 | 669 | VF | \$50.76 | \$33,701.54 | 66.90 | | 66.90 | \$3,701.54 | \$3,701.54 | 100.0% | | | | | |
| 4 | 8" PVC Sanitary Sewer Main, SDR 26 | 710 | LF | \$71.40 | \$50,694.00 | 710 | LF | \$71.40 | \$50,694.00 | 710.00 | | 710.00 | \$50,694.00 | \$50,694.00 | 100.0% | | | | | |
| 5 | Connect to Existing Sanitary Sewer Main | 4 | EA | \$456.00 | \$1,824.00 | 4 | EA | \$456.00 | \$1,824.00 | 4.00 | | 4.00 | \$1,824.00 | \$1,824.00 | 100.0% | | | | | |
| 6 | 4" PVC Sanitary Sewer Service, SDR 26 | 337 | LF | \$46.50 | \$15,670.50 | 337 | LF | \$46.50 | \$15,670.50 | 430.00 | | 430.00 | \$19,995.00 | \$19,995.00 | 127.6% | -\$4,324.50 | | | | |
| 7 | 8" x 4" Wye, PVC | 11 | EA | \$440.00 | \$4,840.00 | 11 | EA | \$440.00 | \$4,840.00 | 14.00 | | 14.00 | \$6,160.00 | \$6,160.00 | 127.3% | -\$1,320.00 | | | | |
| 8 | 4" x 45 Band, PVC | 11 | EA | \$704.00 | \$7,744.00 | 11 | EA | \$704.00 | \$7,744.00 | 14.00 | | 14.00 | \$11,968.00 | \$11,968.00 | 154.5% | -\$4,224.00 | | | | |
| 9 | Connect Existing Sewer Service | 11 | EA | \$264.00 | \$2,904.00 | 11 | EA | \$264.00 | \$2,904.00 | 14.00 | | 14.00 | \$3,696.00 | \$3,696.00 | 127.3% | -\$792.00 | | | | |
| 10 | Plug and Abandon Existing Sewer Main | 3 | EA | \$800.00 | \$2,400.00 | 3 | EA | \$800.00 | \$2,400.00 | 3.00 | | 3.00 | \$2,400.00 | \$2,400.00 | 100.0% | | | | | |
| Group D Subtotal | | | | | \$142,776.04 | | | | \$142,776.04 | | | | \$153,638.54 | \$153,638.54 | 107.5% | -\$10,862.50 | | | | |
| Totals | | | | | \$726,078.74 | | | | \$726,078.74 | | | | \$710,158.14 | \$710,158.14 | 97.8% | \$15,920.60 | | | | |

ORDINANCE NO. 2021-14

AN ORDINANCE ADOPTING OFFICIAL CITY OF WAYNE WARD MAP.

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

Section 1. That the City of Wayne Ward Map is hereby amended pursuant to the 2020 Census Redistricting Data recently released.

Section 2. That the City of Wayne Ward Map, a copy of which is attached hereto and incorporated herein by reference, is hereby adopted as the Official City of Wayne Ward Map.

Section 3. This ordinance shall be in full force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 7th day of December, 2021.

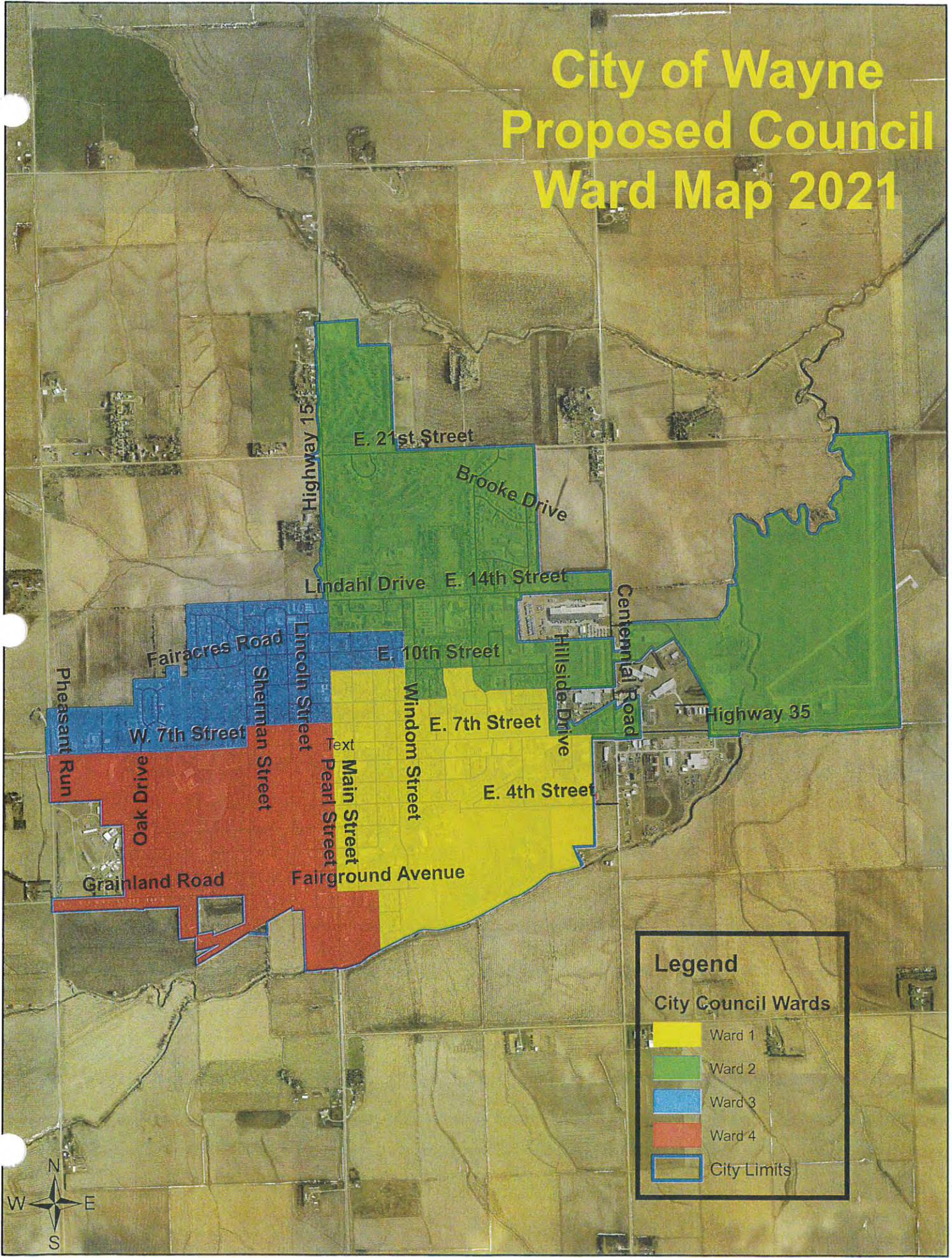
THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne Proposed Council Ward Map 2021



| WARD | POPULATION |
|-------|------------|
| 1 | 1,480 |
| 2 | 1,480 |
| 3 | 1,512 |
| 4 | 1,501 |
| Total | 5,973 |

RESOLUTION NO. 2021-68

A RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF WAYNE AND NORTHEAST POWER.

WHEREAS, the City of Wayne (City) and Northeast Power (Northeast) are desirous to alleviate market volatility as it relates to energy costs; and

WHEREAS, the City has the ability to generate electricity via its power plant; and

WHEREAS, Northeast is desirous to have the option to purchase any excess power generated by the City prior to the City placing the excess power on the market.

NOW, THEREFORE, BE IT RESOLVED THAT the City and Northeast hereby agree as follows:

- a. If the City runs generators to produce power for the benefit of the City, and if the City produces excess power, then the City shall first offer excess power to Northeast for the price of _____ (fixed costs, fuel, plus 20%?) prior to placing excess power for sale on the market.
- b. Under no circumstances shall Northeast be permitted to require the City to generate excess power, and Northeast shall not be obligated to purchase any excess power produced.
- c. This Agreement may be terminated by either party within thirty (30) days written notice.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the agreement outlined above between the City and Northeast be accepted as recommended, and the Mayor be and he hereby is authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 7th day of December, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

DATED this _____ day of December, 2021.

NORTHEAST POWER

By _____

ATTEST:

RESOLUTION NO. 2021-69

A RESOLUTION ADOPTING UPDATED PROCUREMENT PROCEDURES AND CODE OF CONDUCT.

WHEREAS, due to some updated threshold limits in the previously adopted "Procurement Procedures and Code of Conduct" of the Nebraska Department of Economic Development, it is necessary to adopt the attached updated version.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the updated version of the "Procurement Procedures and Code of Conduct," a copy of which is attached hereto and incorporated herein by reference, are hereby adopted by the City of Wayne, Nebraska.

PASSED AND APPROVED this 7th day of December, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne

PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The City of Wayne Nebraska will in all cases of procurement for professional services, construction services and materials needed for Community Development Block Grant (CDBG) Programs adhere to Code of Federal Regulation 2 C.F.R. Section 200.320 or current state statutes; in all cases the stricter shall apply. City/Village/County is responsible for understanding and complying with federal or state requirements located within the original source. The following procedures summarize said laws and regulations.

- A. Procurement shall be made by one of the following methods:
- 1) **Micro Purchase Procedures [2 C.F.R. Section 200.320 (a)(1)]** – This method will generally be used to obtain very small quantities of supplies. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 C.F.R. Section 200.1), currently set at \$10,000 except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
 - 2) **Small Purchase Procedures [2 C.F.R. Section 200.320 (a)(2)]** – This method will generally be used to obtain small quantities of supplies. Procurement by small purchase is the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold (see 2 C.F.R. Section 200.1) currently set at \$250,000, except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
 - 3) **Sealed Bids [2 C.F.R. Section 200.320 (b)(1)]** - This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials. Procurement by sealed bids is a procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
 - 4) **Proposals [2 C.F.R. Section 200.320 (b)(2)]** - **This method will generally be used to obtain professional services.** Procurement by proposal is a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. This method has two sub-parts—the Request for Proposal and the Request for Qualifications.

Request for Proposals – Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered.

Request for Qualifications - The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering professional services. It cannot be used to purchase other types of services though architectural/engineering firms that are a potential source to perform the proposed effort.

- 5) Non-Competitive Procurement [2 C.F.R. Section 200.320 (c)] – This method will only be used after approval from the Department of Economic Development. When requesting permission to use this method, the non-Federal entity will have to show that another method of procurement was not feasible because: it is the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, the item or service is only available from a single source; a public exigency or emergency for the requirement will not permit a delay from publicizing a competitive solicitation; or after a solicitation of a number of sources, competition is determined to be inadequate.
- B. The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals [2 C.F.R. Section 200.324(a)]. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used [2 C.F.R. Section 200.324(d)].
- C. The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the cost or price [2 C.F.R. Section 200.318(i)].
- D. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:
- General Administrative Provisions
- Effective date of the contract.
 - Names and addresses of the firm and the non-Federal entity.
 - Citation of the authority of the non-Federal entity under which the contract is entered into and the source of the funds.
 - Conditions and terms under which the contract may be terminated by either party for cause and for convenience and remedies for violation/breach of contract.

- Procedures for amending or revising the contract.
- Names of representatives of the non-Federal entity and contractor who will act as a liaison for administration of the contract.
- A clause prohibiting a transfer of any interest in the contract by the contractor.
- Provisions requiring the contractor to maintain records and furnish reports.

Scope of Services

- Detailed description of the extent and character of the work to be performed.
- Time for performance and completion of contract services, including project milestones, if any.
- Specification of materials or other services to be provided (i.e. maps, reports, etc.)

Method of Compensation

- Provisions for compensation for services including fee and or payment schedules and specification of maximum amount payable under the contract.

Federal Standard Provisions

- Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)
- Title VI of the Civil Rights Act of 1964 clause
- Section 109 of the Housing and Community Development Act of 1974 clause
- Section 3 of the Housing and Urban Development Act of 1968
- Access to Records/Maintenance of Records clause
- Age Discrimination Act of 1975, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Conflict of Interest 2 CFR §200.318
- When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair Labor Standards Act (FLSA) clause.

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the City of Wayne engaged in the award and administration of contracts supported by Federal funds under the Community Development Block Grant.

- I. The provisions and requirements of the *Conflicts of Interest, at subpart (d)* of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.112 are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
- II. No employee, officer, or agent of the municipality may participate in the selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract [2 C.F.R Section 200.318(c)(1)].
- III. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts [2 C.F.R Section 200.318(c)(1)].
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

Signed

Cale Giese _____

Mayor _____

Date _____

Signed

Betty A McGuire _____

City Clerk _____

Date _____

RESOLUTION NO. 2021-70

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (OWNER-OCCUPIED REHAB) 21-HO-35041).

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant (Owner-Occupied Rehab) 21-HO-35041; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$20,000 to complete the General Administration Scope of Work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant (Owner-Occupied Rehab) 21-HO-35041, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 7th day of December, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
SERVICE/CONSULTANT AGREEMENT
FOR GENERAL ADMINISTRATION**

THIS AGREEMENT made and entered into by and between the City of Wayne of Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community, as part of its 2021 CDBG grant agreement with the Department, under contract number 21-HO-35041, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Wayne, for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community's approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

1. The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$20,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

- 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
 - 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
 - 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
 - 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

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

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

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

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

a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

19. Executive Order 11246, As Amended

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

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for

themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for Wayne, Nebraska consisting of 2 pages.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE _____

DATE _____

CONSULTANT

BY  _____

TITLE Executive Director

DATE 11/29/2021

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

The duties and responsibilities of the Certified Administrator under this scope of work include following:

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).



NENEDD

Northeast Nebraska Economic Development District

EXHIBIT #1

As of January 1, 2021, the new hourly billing rate is \$75 per hour as approved by the Board of Directors on December 16, 2020. Below is an excerpt of those meeting minutes.

BY: 

TITLE Board Chairman

DATE December 16, 2020

D. Consideration to approve a billing rate increase. NENEDD Executive Director Thomas L. Higginbotham Jr. presented. NENEDD has been charging \$60 per hour for approximately the past 10 years. As operating costs continue to increase on an annual basis, staff has determined that it is time to raise the rate to \$75 per hour for member communities and \$125 per hour for non-member communities. Staff obtained the billing rates from the other economic development districts for a comparison and the considered rate increase is in line with what the other districts are charging. Charlie Bahr made a motion to approve a billing rate increase. Gary Jackson seconded that motion. **AYES:** Gary Jackson, Judy Mutzenberger, Loren Kucera, Dan Kathol, Glen Ellis, Tina Biteghe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhlir. Motion carried.

111 S. 1st Street Norfolk, NE 68701 (402) 379-1150

www.nenedd.org



equal housing opportunity

RESOLUTION NO. 2021-71

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A 2022 CHEVROLET SILVERADO 2500HD 4WD DOUBLE CAB 149” WORK TRUCK THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ARNIE’S FORD, INC.

WHEREAS, the Parks and Recreation Department prepared specifications for a new “2022 Chevrolet Silverado 2500HD 4WD Double Cab 149” Work Truck” and related equipment; and

WHEREAS, the Parks and Recreation Department has solicited bids for said vehicle; and

WHEREAS, two bids were received for the procurement of a “2022 Chevrolet Silverado 2500HD 4WD Double Cab 149” Work Truck;” and

WHEREAS, staff has reviewed the bids and recommends that the vehicle, 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> |
|--|---------------------------|
| Arnie’s Ford, Inc. 119 E. 3 rd Street Wayne, Nebraska | \$36,023.00 |

BE IT RESOLVED that the bid, as above set forth, filed with the City Clerk for the purchase of a “2022 Chevrolet Silverado 2500HD 4WD Double Cab 149” Work Truck” 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 vehicle be executed within fifteen (15) days of the Notice of Award.

PASSED AND APPROVED this 7th day of December, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Our Family, Serving Your Family,
Since 1978

KEN KWAPNIOSKI

2 Locations
119 E. 3rd Street
Junction Hwy 15 & 35
Wayne, NE 68787

Bus: (402) 375-3780
Home: (402) 375-2528
www.arniesford.com
E-Mail: ken@arniesford.com

Price Summary

PRICE SUMMARY

| | | |
|--------------------|-------------------------|-------------|
| Base Price | | MSRP |
| Total Options | | \$41,000.00 |
| Vehicle Subtotal | | \$2,780.00 |
| Destination Charge | | \$43,780.00 |
| Grand Total | | \$1,895.00 |
| | \$ 35,258.00 | \$45,475.00 |

~~\$~~ 35,258.00
\$ 765.00

Strobe front-rear
Light

\$36,023.00

Brown Supply Company

It is the Park-Rec
Director's recommendation
to go with Arnie's bid
for \$ 36,023.00

MM and its Clients uniquely. The information provided is not intended for public disclosure. Prices,
I do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region.
vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

Selected Model and Options

MODEL

| CODE | MODEL | MSRP |
|---------|--|-------------|
| CK20753 | 2022 Chevrolet Silverado 2500HD 4WD Double Cab 149" Work Truck | \$41,000.00 |

COLORS

| CODE | DESCRIPTION |
|------|--------------|
| GAZ | Summit White |

OPTIONS

| CODE | DESCRIPTION | MSRP |
|------|---|----------|
| 1WT | Work Truck Preferred Equipment Group includes standard equipment | \$0.00 |
| 5H1 | Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (ZW9) pickup bed delete.) | \$45.00 |
| AE7 | Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD) | \$0.00 |
| AKO | Glass, deep-tinted (Included with (PCV) WT Convenience Package.) | \$200.00 |
| AQQ | Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.) | Inc. |
| C49 | Defogger, rear-window electric (Included with (PCV) WT Convenience Package.) | \$225.00 |
| DBG | Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.) | Inc. |
| FE9 | Emissions, Federal requirements | \$0.00 |
| FHS | E85 FlexFuel capable (Requires (L8T) 6.6L V8 gas engine and (JL1) trailer brake controller. Regular Cab model requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (ZW9) pickup bed delete.) | \$100.00 |
| GAZ | Summit White | \$0.00 |
| GT4 | Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.) | \$0.00 |
| H1T | Jet Black, Cloth seat trim | \$0.00 |
| IOR | Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD) | \$0.00 |

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 Data Version: 15144. Data Updated: Nov 14, 2021 3:23:00 AM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

OPTIONS

| CODE | DESCRIPTION | MSRP |
|------|--|-----------|
| JGC | GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.) | \$0.00 |
| JL1 | Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.) | \$275.00 |
| K34 | Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Confidence Package.) | Inc. |
| KC9 | Power outlet, bed mounted, 120-volt (400 watts shared with (K14) instrument panel mounted power outlet) (Included and only available with (K14) Power outlet. Not available with (ZW9) pickup bed delete.) | Inc. |
| K14 | Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.) | \$225.00 |
| KW5 | Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.) | Inc. |
| L8T | Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD) | \$0.00 |
| MYD | Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.) | \$0.00 |
| NZZ | Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.) | Inc. |
| PYN | Wheels, 17" (43.2 cm) painted steel, Silver (STD) | \$0.00 |
| QT5 | Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. | Inc. |
| QXT | Tires, LT265/70R17E all-terrain, blackwall (Included with (Z71) Z71 Off-Road Package.) | \$200.00 |
| R9Y | Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR or FGO order type.) *CREDIT* | (\$45.00) |
| UD7 | Rear Park Assist, Ultrasonic (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (JL1) trailer brake controller, (K14) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (V46) chrome front bumper and (VJH) rear chrome bumper. Not available with (PQA) WT Safety Package or (ZW9) pickup bed delete.) | \$295.00 |
| V46 | Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete. Included with (PQA) WT Safety Package.) | \$200.00 |

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 Data Version: 15144. Data Updated: Nov 14, 2021 3:23:00 AM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

OPTIONS

| CODE | DESCRIPTION | MSRP |
|----------------------|--|-------------------|
| VJH | Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.) | \$0.00 |
| VYU | Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailing wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.) | \$300.00 |
| ZLQ | WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailing with heated upper glass (Not available with (PCV) WT Convenience Package. | \$760.00 |
| ZXT | Tire, spare LT265/70R17E all-terrain, blackwall (Included and only available with (QXT) LT265/70R17E all-terrain, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QXT) LT265/70R17E all-terrain, blackwall tires are ordered.) | Inc. |
| Options Total | | \$2,780.00 |

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

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Data Version: 15144. Data Updated: Nov 14, 2021 3:23:00 AM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

Mechanical

Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
Taillamps with incandescent tail, stop and reverse lights

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Data Version: 16*44. Data Updated: Nov 14, 2021 3:23:00 AM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

Exterior

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

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Data Version: 15144. Data Updated: Nov 14, 2021 3:23:00 AM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

Interior

- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
- Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
- USB ports, 2 (first row) located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15522 OC
SECONDARY DIESEL &
SECONDARY E85
AWARDS

| | |
|--|------------------------------|
| PAGE 1 of 6 | ORDER DATE 05/11/21 |
| BUSINESS UNIT 9000 | BUYER CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 | |
| VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644 | |

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 13, 2021 THROUGH MAY 12, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document: 6360 OF/Attachment "B-1"

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR 3/4 TON CREW CAB 4X4 TRUCKS (REGULAR) as per the attached specifications, for the contract period May 13, 2021 through May 12, 2022.

See attached Technical Specifications Document for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Make/Model: Ford F250

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

\$ 36,285.00
\$ 765.00 Strobe lights

\$ 37,050.00

(mel 05/11/21)

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|------|--|--------------------|-----------------|-------------|
| 1 | 2021 OR CURRENT PRODUCTION YEAR 3/4 TON CREW CAB 4X4 TRUCKS (REGULAR) DIESEL WHEELBASE: 160" TIRE SIZE: 17" MAKE/MODEL: FORD F250 | 15.0000 | EA | 44,370.0000 |

Christina Kelly 5/21/2021
DocuSigned by:
Amara Block BUYER 5/21/2021
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

| | | | |
|-----------------------|--|------------------------------|--|
| PAGE 2 of 6 | | ORDER DATE 05/11/21 | |
| BUSINESS UNIT 9000 | | BUYER CHRISTIE KELLY (AS) | |
| VENDOR NUMBER: 503856 | | | |

CONTRACT NUMBER
15522 OC
SECONDARY DIESEL &
SECONDARY E85
AWARDS

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|--|---|--------------------|-----------------|-------------|
| | SERIES, CODE, TRIM LEVEL: W2B, 603A, XLT ENGINE: 6.7L DIESEL TRANSMISSION #: 10 SPEED AUTOMATIC GEAR RATIO #: 3.31 ELOCKING GVWR: 10,000 | | | |
| 2 | 2021 OR CURRENT PRODUCTION YEAR 3/4 TON CREW CAB 4X4 TRUCKS (REGULAR) FFV E85 WHEELBASE: 160" TIRE SIZE: 17" MAKE/MODEL: FORD F250 SERIES, CODE, TRIM LEVEL: W2B, 603A, XLT ENGINE: 6.2L V8 TRANSMISSION #: 10 SPEED AUTOMATIC GEAR RATIO #: 3.73 ELOCKING GVWR: 10,000 | 15.0000 | EA | 35,225.0000 |
| ***PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS*** | | | | |
| OPTIONS: | | | | |
| 3 | 7.3L V8 ALTERNATE GAS ENGINE | 15.0000 | EA | 2,045.0000 |
| 4 | 40-20-40 OR 60-40 BENCH SEAT WITH DRIVER 6 WAY POWER CONTROLLED SEAT AND XLT VALUE PKG | 15.0000 | EA | 1,495.0000 |
| 5 | CLOTH FILLED BUCKET SEATS WITH VINYL TRIM | 15.0000 | EA | 515.0000 |
| 6 | RIGHT AND LEFT TELESCOPIC MIRRORS (MINIMUM 6"X 8") | 15.0000 | EA | 280.0000 |
| 7 | SECOND POWER OUTLET | 15.0000 | EA | 175.0000 |
| 8 | BOX AREA CARGO LIGHT | 15.0000 | EA | 95.0000 |
| 9 | FOG LIGHTS | 15.0000 | EA | 140.0000 |
| 10 | TWO WHEEL DRIVE (2WD) MODEL INCLUDING ALL SEASON TIRES (DEDUCT) | 15.0000 | EA | -1,445.0000 |

DS
CK
BUYER INITIALS

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

STATE OF NEBRASKA CONTRACT AWARD

CONTRACT NUMBER
15522 OC
SECONDARY DIESEL &
SECONDARY E85
AWARDS

| | |
|-----------------------|------------------------------|
| PAGE 3 of 6 | ORDER DATE 05/11/21 |
| BUSINESS UNIT 9000 | BUYER CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 | |

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|------|---|--------------------|-----------------|------------|
| 11 | FORD HD RUBBERIZED SPRAY IN BED LINER | 15.0000 | EA | 590.0000 |
| 12 | INCREASED PICKUP BOX LENGTH AND WIDTH OF 96" X 68.3" WITH A WHEELBASE OF 176" AND WIDTH BETWEEN WHEEL WELLS O 64.2" | 15.0000 | EA | 395.0000 |
| 13 | BUYERS SNOW DOGG STAINLESS STEELE TRUCK SNOW PLOW ATTACHMENT WITH POWER ANGLING, 8' BOLT ON BLADE, PLOW HEAD AND TURN LIGHTS, SNOW DEFLECTOR, BLADE MARKERS, AND SNOW PLOW PREP PACKAGE. | 15.0000 | EA | 5,995.0000 |
| 14 | COMPUTER SELECTED SPRINGS SNOW PLOW PACKAGE WITHOUT SNOW PLOW BLADE | 15.0000 | EA | 295.0000 |
| 15 | SLIDING REAR-VISION WINDOW (DEALER INSTALLED) | 15.0000 | EA | 395.0000 |
| 16 | KNAPHEIDE 696 CHASSIS WITH 8' UTILITY BODY FOR SINGLE WHEEL (INCLUDES COST OF 8' PICKUP BOX LENGTH) | 15.0000 | EA | 9,495.0000 |
| 17 | NO LID ON UTILITY BODY (DEDUCT) | 15.0000 | EA | -500.0000 |
| 18 | REVERSE SENSING DEVICE | 15.0000 | EA | 295.0000 |
| 19 | TAILGATE STEP | 15.0000 | EA | 375.0000 |
| 20 | PROTECTIVE VINYL SIDE MOLDINGS (DEALER INSTALLED) | 15.0000 | EA | 495.0000 |
| 21 | DISCONNECTION OF DAYLIGHT RUNNING LIGHTS LAW ENFORCEMENT ONLY | 15.0000 | EA | 95.0000 |
| 22 | DEALER INSTALLED DOME/COURTESY LAMP CENTERED AT A MINIMUM 4" FROM THE TOP OF THE WINDSHIELD AND CONTROLLED BY THE ROTATING HEADLAMP SWITCH OR A SEPARATE SWITCH TO REACH MAXIMUM POSITION | 15.0000 | EA | 195.0000 |

DS
CK

BUYER INITIALS

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

STATE OF NEBRASKA CONTRACT AWARD

CONTRACT NUMBER
15522 OC
SECONDARY DIESEL &
SECONDARY E85
AWARDS

| | |
|-----------------------|------------------------------|
| PAGE 4 of 6 | ORDER DATE 05/11/21 |
| BUSINESS UNIT 9000 | BUYER CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 | |

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|------|--|--------------------|-----------------|------------|
| | (THIS MAY REQUIRE AN ADDITIONAL LIGHT). LAW ENFORCEMENT ONLY | | | |
| 23 | DISCONNECTION OF DOME LIGHT/ COURTESY LAMP LAW ENFORCEMENT ONLY | 15.0000 | EA | 95.0000 |
| 24 | 710 CCA AUXILIARY DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT WITH INSTALLATION INLCUDING A BATTERY TRAY AND BRACKET, AND A HEAVY DUTY FUSE, MINIMUM 1 GAUGE CABLE. LAW ENFORCEMENT ONLY | 15.0000 | EA | 920.0000 |
| 25 | ALTERNATING HEADLIGHT FLASHER TO INCLUDE WIG-WAG MODULE, NIGHTTIME FLASHER OVERRIDE, INSTALLED WITH ACTIVATION LEAD AND WIRES TAGGED THAT TERMINATE IN THE TRUNK/REAR CARGO AREA. LAW ENFORCEMENT ONLY | 15.0000 | EA | 349.0000 |
| 26 | 100-WATT SIREN SPEAKER CENTERED ON PUSH BUMPER WITH LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA LAW ENFORCEMENT ONLY | 15.0000 | EA | 349.0000 |
| 27 | PRO-GARD X PUSH BUMPER WITH INSTALLATION ON THE FRONT OF THE VEHICLE LAW ENFORCEMENT ONLY | 15.0000 | EA | 2,495.0000 |
| 28 | SETINA PB400 PUSH BUMPER INSTALLED ON THE FRONT OF THE VEHICLE LAW ENFORCEMENT ONLY | 15.0000 | EA | 695.0000 |
| 29 | POLICE PREP PKG NUMBER ONE (1) a. TWO (2) CLEAR/WHITE LED MODULES VERTICALLY MOUNTED AT A 45-DEGREE ANGLE TO FRONT OF VEHICLE ON THE PUSH BUMPER b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS c. MINIMUM OF THREE (3) LED'S IN EACH MODULE d. BLACK BEZEL WITH CLEAR LENSES e. SHOCK AND WATER RESISTANT f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA. LAW ENFORCEMENT ONLY | 15.0000 | EA | 229.0000 |

DS
CK

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARDTelephone: (402) 471-6500
Fax: (402) 471-2089**CONTRACT NUMBER**
15522 OC
SECONDARY DIESEL &
SECONDARY E85
AWARDS

| | |
|-----------------------|------------------------------|
| PAGE 5 of 6 | ORDER DATE 05/11/21 |
| BUSINESS UNIT 9000 | BUYER CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 | |

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|------|---|--------------------|-----------------|------------|
| 30 | POLICE PREP PKG NUMBER TWO (2) a. TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF THE REAR LICENSE PLATE ON THE LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS c. MINIMUM OF THREE (3) LED'S IN EACH MODULE d. BLACK BEZEL WITH CLEAR LENSES e. SHOCK AND WATER RESISTANT f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA LAW ENFORCEMENT ONLY | 15.0000 | EA | 209.0000 |
| 31 | ROOF MOUNTED BLUE TREE ANTENNA TO BE CENTERED ON THE ROOF 10" FORWARD FROM THE REAR OF THE CAB WITH CABLES RUNNING INTO THE CENTER CONSOLE AREA MAKE: ANTENNAPLUS MODEL: AP85/18GPS-QS22 TRI-MODE CELLULAR, PCS, GPS BLACK ANTENNA 824-896 MHZ 1885-1990 MHZ 1575 MHZ CONNECTORS SMA ON CELL, PCS AND SMA ON GPS FOAM PAD AND THREADED BOLT www.antennaplus.com | 15.0000 | EA | 329.0000 |
| 32 | ROOF MOUNTED BLUE TREE ANTENNA TO BE CENTERED ON THE ROOF 10" FORWARD FROM THE REAR OF THE CAB BY 12" LEFT FROM ROOF CENTER LINE. NMO MOUNT WITH RG58 CABLE RAN INTO THE REAR SEATING AREA. | 15.0000 | EA | 309.0000 |
| 33 | ROOF MOUNTED BLUE TREE ANTENNA LOCATION TO BE DETERMINED BY BY THE VENDOR. NMO MOUNT WITH RG58 CABLE RAN INTO THE REAR SEATING AREA. | 15.0000 | EA | 309.0000 |
| 34 | STANDARD PAINT (SEE ATTACHED STANDARD PAINTS LIST) | 100,000.0000 | \$ | 0.0000 |
| 35 | EXTRA COST PAINT IN RAPID RED MATAILLIC | 15.0000 | EA | 395.0000 |
| 36 | FORD #84S53 SCHOOL BUS YELLOW COLOR CODE NDOT USE ONLY | 15.0000 | EA | 995.0000 |

DS
CK
BUYER INITIALS

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

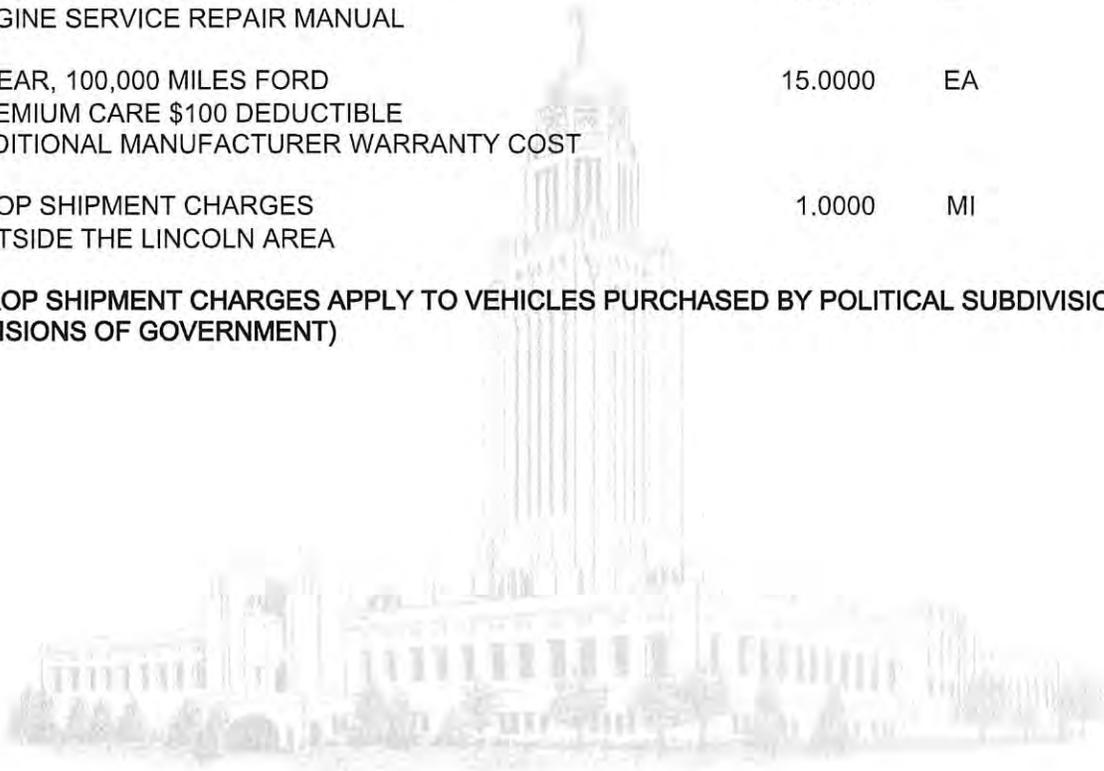
STATE OF NEBRASKA CONTRACT AWARD

| | |
|-----------------------|------------------------------|
| PAGE 6 of 6 | ORDER DATE 05/11/21 |
| BUSINESS UNIT 9000 | BUYER CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 | |

CONTRACT NUMBER
15522 OC
SECONDARY DIESEL &
SECONDARY E85
AWARDS

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|------|--|--------------------|-----------------|------------|
| 37 | COLOR OF UTILITY BODY TO MATCH MANUFACTURER'S PAINTS LISTS | 15.0000 | EA | 795.0000 |
| 38 | CD ROM EQUIPMENT/ ENGINE SERVICE REPAIR MANUAL | 15.0000 | EA | 295.0000 |
| 39 | 5 YEAR, 100,000 MILES FORD PREMIUM CARE \$100 DEDUCTIBLE ADDITIONAL MANUFACTURER WARRANTY COST | 15.0000 | EA | 2,995.0000 |
| 40 | DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA | 1.0000 | MI | 2.0000 |

(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)



DS
CK

BUYER INITIALS

RESOLUTION NO. 2021-72

A RESOLUTION REAFFIRMING THE INTERLOCAL COOPERATIVE AGREEMENT TO JOINTLY OPERATE THE MUNICIPAL WATER SYSTEMS AND THE MUNICIPAL WASTEWATER SYSTEMS OF THE CITY OF WAYNE AND THE VILLAGE OF CARROLL AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION OF JACOB DAVIS TO SERVE AS A LICENSED OPERATOR FOR MORE THAN ONE NEBRASKA PUBLIC WATER SYSTEM.

WHEREAS, on May 5, 2009, by way of Resolution No. 2009-34, the City approved an Interlocal agreement with the Village of Carroll to provide operators for the Village of Carroll when needed to operate their municipal water system; and

WHEREAS, the City of Wayne desires to reaffirm said Resolution and the Interlocal Agreement attached thereto to provide operators for the Village of Carroll when needed to operate their municipal water system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement attached to Resolution No. 2009-34 is hereby reaffirmed, and that the Mayor is hereby authorized to sign the "Application of Jacob Davis to Serve as a Licensed Operator for more than one Nebraska Public Water System."

PASSED AND APPROVED THIS 7th day of December, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2009-34

A RESOLUTION APPROVING THE INTERLOCAL COOPERATIVE AGREEMENT TO JOINTLY OPERATE THE MUNICIPAL WATER SYSTEM BETWEEN THE CITY OF WAYNE AND THE VILLAGE OF CARROLL

THIS AGREEMENT is made and entered into by and between The City of Wayne, Nebraska, hereinafter referred to as "Wayne" and The Village of Carroll, Nebraska, hereinafter referred to as "Carroll," each being a Municipal Corporation which, on its effective date are, or become, signatories hereto:

WHEREAS, it is the responsibility of municipal subdivisions to provide and maintain a certain basic level of public services for their residents; and

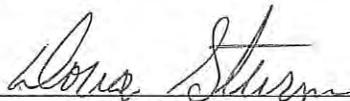
WHEREAS, the provision of said basic services are sometimes best accomplished jointly because of certain cost savings and efficiencies or certain hardships which might be experienced if undertaken singularly; and

WHEREAS, it is the desire of the City of Wayne and Village of Carroll to participate in the joint use of water personnel resources.

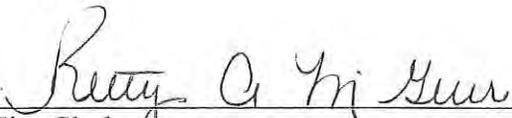
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the Interlocal Agreement to jointly operate the municipal water system between the City of Wayne, Nebraska, and the Village of Carroll, Nebraska, attached hereto and incorporated herein, is hereby approved, and the Mayor is hereby authorized to enter into said agreement on behalf of the city of Wayne.

PASSED AND APPROVED THIS 5th day of May, 2009.

THE CITY OF WAYNE, NEBRASKA

By 
Council President

ATTEST:


City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

**INTERLOCAL COOPERATION AGREEMENT TO JOINTLY OPERATE
THE MUNICIPAL WATER SYSTEM OF THE VILLAGE OF CARROLL**

THIS AGREEMENT is made and entered into by and between the City of Wayne, Nebraska, hereinafter referred to as "Wayne" and the Village of Carroll, Nebraska, hereinafter referred to as "Winside", each being a Municipal Cooperation in the State of Nebraska. ^{Carroll}

WHEREAS, it is the recognized responsibility of municipal subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of law enforcement and public health and public safety, and information services; and

WHEREAS, it is recognized that the provision of said basic services are sometimes best accomplished jointly because of certain cost savings and efficiencies or certain hardships which might be experienced if undertaken singularly; and

WHEREAS, Sections 13-801 et seq. Reissue Revised Statutes of Nebraska, 1943, as amended, authorize the joint exercise of powers, privileges and authority by agreement of two or more public agencies of any power common to them; and

WHEREAS, these governmental entities do agree that the solution to this problem lies in cooperative action; and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of water personnel operational equipment and resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and each of the parties intending to be bound hereby, it is agreed as follows:

1. Wayne will provide qualified personnel that are certified at the required level by the Nebraska Department of Health and Human Services and the Nebraska Department of Environmental Quality in the operation of the Carroll Water and Wastewater System as needed. Wayne will provide back-up operation upon the request of the Village of Carroll for the Carroll municipal water system and / or wastewater system in compliance with state regulations. Carroll, by and through its utility billing staff, will provide available information about the Carroll municipal water system including available historical data and necessary access for authorized Wayne certified personnel to operate the system equipment and the distribution and collection portions of the systems.

2. Carroll agrees to comply with all federal and state regulations including but not limited to the Nebraska Department of Environmental Quality and the Nebraska Department of Health and Human Services for public water and wastewater systems. Carroll agrees to indemnify and hold harmless Wayne so as to not jeopardize the license of any authorized personnel by complying with any and all federal and state regulations.

3. The total charge to Carroll by Wayne for equipment and services will be billed at cost on a time and materials basis. A detailed statement of cost will be provided with each billing for services.

4. The term of this agreement will be effective commencing upon the passage and approval by the parties hereto and be in effect until such time either Carroll or Wayne terminates this agreement with sixty (60) days written notice to the other party. Any notice to terminate shall be addressed to the City Administrator of the City of Wayne at the address set forth hereunder and to the Mayor of the Village of Carroll at the address set forth hereunder.

City of Wayne
City Administrator
PO Box 8
Wayne NE 68787

Village of Carroll
Mayor of Carroll
PO Box 66
Carroll NE 68723

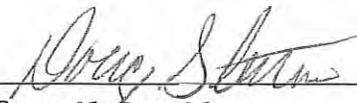
5. Wayne and Carroll shall be responsible for the administration of this agreement and there shall be no separate and independent body established for the administration of this agreement.

6. Carroll shall continue to own and be responsible for the maintenance and upkeep of the facilities and systems to be operated upon request by the certified Wayne personnel.

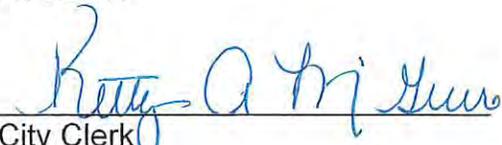
7. This agreement may be amended at any time by the written agreement of both parties.

Dated this 5th day of May, 2009.

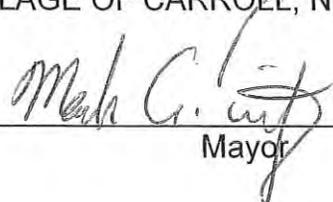
CITY OF WAYNE, NEBRASKA,

By 
Council President

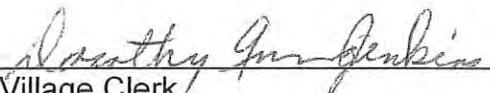
ATTEST:


City Clerk

VILLAGE OF CARROLL, NEBRASKA,

By 
Mayor

ATTEST:

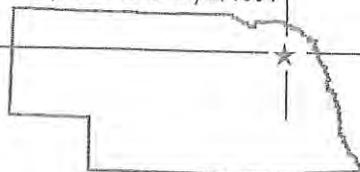

Village Clerk

City of Wayne

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

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

Incorporated - February 2, 1884



May 6, 2009

Mark Tietz, Mayor
Village of Carroll
P.O. Box 66
Carroll, NE 68723-0066

Re: Interlocal Cooperation Agreement to Jointly Operate
the Municipal Water System of the Village of Carroll

Dear Mark:

Enclosed you will find a signed copy of the Interlocal Cooperation Agreement to Jointly Operate the Municipal Water System of the Village of Carroll, along with an original of Resolution 2009-34 that was approved at the Council meeting last night.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Betty A. McGuire
City Clerk

/bam

Enclosures

cc: Lowell Johnson, City Administrator
Garry Poutre, Supt. of Public Works & Utilities



Home of Wayne State College



Equal Housing Opportunity

EFFECTIVE DATE
JUNE 21, 2011

NEBRASKA DEPARTMENT OF
HEALTH AND HUMAN SERVICES

179 NAC 10

179 NAC 10 Attachment 1

APPLICATION TO SERVE AS A LICENSED OPERATOR FOR MORE THAN ONE
NEBRASKA PUBLIC WATER SYSTEM

The operator or water system taking on responsibilities for more than one water system is required to notify the Department by sending this form to the DHHS, Division of Public Health, P.O. Box 95026, Lincoln, NE 68509-5026. When the agreement terminates, the operator or water system is also required to notify the Department.

System 1 is the system with a current licensed operator.

System 2 is the system requesting to share the licensed operator of System 1.

| | | | |
|---|-------------|------------------------------|------------|
| System 1 | | | |
| Public Water System Name: City of Wayne | | | |
| Street: 306 Pearl Street | | | |
| System Address: | City: Wayne | State: NE | Zip: 68787 |
| System Classification: 3 | | System ID Number: NE31-18104 | |
| Business Phone for Operator: 402-369-6244 | | Cell Phone: 402-369-6244 | |
| E-mail Address: Jdavis@cityofwayne.org | | Home Phone: | |
| Licensed Water Operator(s) and Grade(s): Grade 4 # 5071 Grade 6 # 9207 | | | |

| | | | |
|---|---------------|------------------------------|------------|
| System 2 | | | |
| Public Water System Name: Village of Carroll | | | |
| Street: | | | |
| System Address: | City: Carroll | State: NE | Zip: 68723 |
| System Classification: 4 | | System ID Number: NE31-18102 | |
| Business Phone for Operator: 402-369-6244 | | Cell Phone: 402-369-6244 | |
| E-mail Address: Jacob.davis71@yahoo.com | | Home Phone: | |
| Licensed Water Operator(s) and Grade(s): Grade 4 # 5071 Grade 6 # 9207 | | | |

| |
|--|
| Additional Information: |
| Distance between the two systems: 12 miles |

EFFECTIVE DATE
JUNE 21, 2011

NEBRASKA DEPARTMENT OF
HEALTH AND HUMAN SERVICES

179 NAC 10

| | |
|--|--|
| Duties to be Performed by the Shared Operator at System 2 Include (check all that apply): | |
| <input checked="" type="checkbox"/> | Taking water samples |
| <input checked="" type="checkbox"/> | Receiving kits from the lab |
| <input checked="" type="checkbox"/> | Receiving results from the lab |
| <input checked="" type="checkbox"/> | Making public notification when required |
| <input checked="" type="checkbox"/> | Maintaining records |
| <input checked="" type="checkbox"/> | Maintaining all correspondence from the Department |
| <input type="checkbox"/> | Routine maintenance of water system components |
| <input type="checkbox"/> | Other (please specify): |

| | | | |
|---|--|---------------------------------|------------------------------------|
| Sample Kits for System 2 are to be sent to: | | | |
| Name: <u>Same as current City of Wayne</u> | | | |
| Address: | | Street: <u>306 Pearl Street</u> | |
| | | City: <u>Wayne</u> | State: <u>NE</u> Zip: <u>68787</u> |
| E-mail Address: <u>J.davis@cityofwayne.org</u> | | Home Phone: | |
| Licensed Water Operator(s) and Grade(s): <u>Grade 4 # 5071 Grade 6 # 9207</u> | | | |

Shared Operator

Lebb Davis 11-22-2021
Signature Date
Jacob Davis
Printed or Typed Name

System 1

System 2

| | |
|-----------------------|-----------------------|
| Signature | Signature |
| Title | Title |
| Printed or Typed Name | Printed or Typed Name |
| Date | Date |

RESOLUTION NO. 2021-73

A RESOLUTION AMENDING SECTION 7.15 HOLIDAY LEAVE AND SECTION 13.11 EMPLOYEE BENEFITS OF THE CITY OF WAYNE PERSONNEL MANUAL.

WHEREAS, the City of Wayne Personnel Manual was adopted by Resolution No. 2021-14 on March 2, 2021; and

WHEREAS, under Section 7.15 of the Manual, there is a need to revise the holiday leave to include the Juneteenth holiday; and

WHEREAS, under Section 13.11 of the Manual, there is a need to revise the Employee Benefits to add "Cell Phone Stipend."

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

1. Amendments to the Personnel Manual relating to holiday leave and employee benefits, as set out in the attached Exhibit "A," are hereby approved.
2. The effective date of the amendments set out in Exhibit "A" shall be effective as of January 1, 2022.

PASSED AND APPROVED this 7th day of December, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Sec. 7.15 Holiday Leave

The following days and any other days designated by the Mayor and City Council shall be official holidays for the City government:

| | |
|--------------------------------------|--------------------------------------|
| New Year's Day | Set by Federal Government |
| Martin Luther King Jr. Day | Set by Federal Government |
| Memorial Day | Set by Federal Government |
| Juneteenth | Set by Federal Government |
| Independence Day | Set by Federal Government |
| Labor Day | Set by Federal Government |
| Veterans' Day | Set by Federal Government |
| Thanksgiving | Set by Federal Government |
| Day after Thanksgiving | Department discretion |
| Christmas Eve (one-half day – 4 hrs) | Mayoral discretion |
| Christmas | Set by Federal Government |
| Floating Holiday | Determined by the City Administrator |

Sec. 13.11 Employee Benefits

Cell Phone Stipend

All full-time and permanent part-time employees shall be provided a monthly cell phone stipend in the amount of \$50.

RESOLUTION NO. 2021-74

WHEREAS, the City of Wayne desires to amend Resolution No. 2020-59, a standard wage and salary schedule which was effective December 28, 2020;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the City of Wayne Wage & Salary Schedule shall be as follows:

CITY OF WAYNE
NON-EXEMPT WAGE AND EXEMPT SALARY SCHEDULES
Effective December 27, 2021

NON-EXEMPT WAGE SCHEDULE

| <u>JOB CLASSIFICATION</u> | <u>HOURLY RANGE</u> | | |
|--|----------------------------|--------------|------------------|
| Part-Time Employees (Lifeguards , Senior Center Activities Aid) | 9.55 | - | 11.75 |
| Lifeguards | 9.95 | - | 12.25 |
| Recreation – Leisure Services Assistant I | 10.23 | - | 13.22 |
| Senior Center Operations Assistant | 10.23 | - | 13.22 |
| Custodian | 11.01 | - | 14.65 |
| Assistant Pool Manager | 12.85 | - | 14.23 |
| Pool Manager | 14.47 | - | 16.02 |
| Assistant Librarian I | 12.75 | - | 17.30 |
| Handi-Van Driver/Sr. Center Dispatch | 13.29 | - | 17.75 |
| Park & Recreation Laborer | 15.47 | - | 20.40 |
| Street Maintenance Worker I | 15.47 | - | 20.40 |
| Senior Center Cook | 15.61 | - | 20.78 |
| Administrative Assistant | 15.50 | - | 21.14 |
| Librarian I | 15.50 | - | 21.14 |
| Water/Sewer Operator I | 16.30 | - | 21.70 |
| Light Plant Operator II | 16.30 | - | 21.70 |
| Dispatchers | 16.41 | - | 21.84 |

| | | | |
|--|--------------|----------|--------------|
| Accounting Clerk II | 16.63 | - | 22.14 |
| Accountant/Assistant Treasurer | 16.63 | - | 22.14 |
| Dispatch Supervisor | 17.50 | - | 23.29 |
| Mechanic | 17.13 | - | 23.36 |
| Water/Wastewater Operator II | 17.92 | - | 24.09 |
| Power Plant Mechanic/Operator I | 17.92 | - | 24.09 |
| Street Maintenance Worker II | 17.92 | - | 24.09 |
| Apprentice Lineman | 17.92 | - | 24.09 |
| Licensed Electrician | 19.36 | - | 25.77 |
| Power Plant Foreman | 19.36 | - | 25.77 |
| Street Foreman | 20.26 | - | 26.96 |
| Water/Wastewater Operator III | 20.68 | - | 27.53 |
| Patrolman | 20.26 | - | 28.03 |
| Recreation Services Coordinator | 21.17 | - | 28.45 |
| Park Supervisor | 22.27 | - | 28.51 |
| Lineman I | 21.52 | - | 30.21 |
| Chief of Electric Production | 21.73 | - | 30.95 |
| Street Supervisor | 23.69 | - | 31.22 |
| City Inspector | 23.57 | - | 31.37 |
| Building Inspector/Planner/Street Superintendent | 23.44 | - | 32.12 |
| Lineman II | 23.44 | - | 32.12 |
| Water/Wastewater Foreman | 23.91 | - | 32.12 |
| Police Sergeant | 24.38 | - | 32.13 |
| Technology Support Specialist | 24.72 | - | 33.38 |
| Senior Lineman | 25.30 | - | 33.67 |
| Line Foreman | 27.46 | - | 36.55 |

| | | | |
|--------------------------|-------|---|-------|
| Electric Line Supervisor | 30.03 | - | 40.36 |
|--------------------------|-------|---|-------|

EXEMPT SALARY SCHEDULE

JOB CLASSIFICATION

| | | | |
|--|--------|---|-------|
| City Administrator | 48.56 | - | 57.38 |
| City Clerk | 28.12 | - | 39.54 |
| Electric Superintendent – Production | 29.45 | - | 42.37 |
| Electric Superintendent - Distribution | 29.45 | - | 42.37 |
| Finance Director | 29.46 | - | 40.24 |
| Library Director | 23.93 | - | 32.21 |
| Parks & Recreation Director | 29.51 | - | 37.85 |
| Police Chief | 33.50 | - | 44.27 |
| Sr. Citizens Center Coordinator | 15.67 | - | 23.81 |
| Street and Planning Director | 31.54 | - | 40.99 |
| Water/Wastewater Superintendent | 24.56 | - | 34.32 |
| Ex-Officio Treasurer for Airport | 500.00 | | |
| Third Party Administrator MRP | 400.00 | | |

BE IT FURTHER RESOLVED that upon satisfactory evaluation, the progression through the exempt salary schedule and the labor grade steps shall be at least twelve (12) months, unless otherwise deemed warranted and appropriate by the City Administrator.

BE IT FURTHER RESOLVED that employees receiving wage rates less than rates scheduled herein above shall have their wage rates adjusted only upon satisfactory evaluation.

PASSED AND APPROVED this 7th day of December, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

City of Wayne 2022 Wage Scale

| | P | A | B | C | D | E | F | G | H | I | J |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 0/6 mo | 6 mo/1 yr | 1 - 2 yr | 2 - 3 yr | 3 - 4 yr | 4 - 5 yr | 5 - 6 yr | 6 - 7 yr | 7 - 8 yr | 8 - 9 yr | 9 yr & beyond |
| Part-Time Employees; Senior Center Activities Aide | \$ 9.55 | \$ 9.75 | \$ 9.95 | \$ 10.16 | \$ 10.37 | \$ 10.59 | \$ 10.82 | \$ 11.04 | \$ 11.27 | \$ 11.51 | \$ 11.75 |
| Life Guards | \$ 9.95 | \$ 10.16 | \$ 10.37 | \$ 10.59 | \$ 10.81 | \$ 11.04 | \$ 11.27 | \$ 11.51 | \$ 11.75 | \$ 12.00 | \$ 12.25 |
| Recreation/Leisure Services Assistant; Senior Center Operations Assistant | \$ 10.23 | \$ 10.49 | \$ 10.77 | \$ 11.05 | \$ 11.33 | \$ 11.63 | \$ 11.93 | \$ 12.24 | \$ 12.56 | \$ 12.89 | \$ 13.22 |
| Custodian | \$ 11.01 | \$ 11.33 | \$ 11.66 | \$ 12.00 | \$ 12.34 | \$ 12.70 | \$ 13.07 | \$ 13.45 | \$ 13.84 | \$ 14.24 | \$ 14.65 |
| Assistant Pool Manager | \$ 12.85 | \$ 13.01 | \$ 13.14 | \$ 13.27 | \$ 13.40 | \$ 13.54 | \$ 13.67 | \$ 13.81 | \$ 13.95 | \$ 14.09 | \$ 14.23 |
| Pool Manager | \$ 14.47 | \$ 14.65 | \$ 14.79 | \$ 14.94 | \$ 15.09 | \$ 15.24 | \$ 15.39 | \$ 15.55 | \$ 15.70 | \$ 15.86 | \$ 16.02 |
| Assistant Librarian 1 | \$ 12.75 | \$ 13.15 | \$ 13.55 | \$ 13.97 | \$ 14.41 | \$ 14.85 | \$ 15.31 | \$ 15.79 | \$ 16.28 | \$ 16.78 | \$ 17.30 |
| Handi-Van Driver/Sr. Center Dispatch | \$ 13.29 | \$ 13.61 | \$ 14.01 | \$ 14.43 | \$ 14.87 | \$ 15.31 | \$ 15.77 | \$ 16.25 | \$ 16.73 | \$ 17.24 | \$ 17.75 |
| Park & Recreation Laborer | \$ 15.47 | \$ 15.90 | \$ 16.35 | \$ 16.81 | \$ 17.28 | \$ 17.76 | \$ 18.26 | \$ 18.75 | \$ 19.26 | \$ 19.78 | \$ 20.40 |
| Street Maintenance Worker I | \$ 15.47 | \$ 15.90 | \$ 16.35 | \$ 16.81 | \$ 17.28 | \$ 17.76 | \$ 18.26 | \$ 18.75 | \$ 19.26 | \$ 19.78 | \$ 20.40 |
| Senior Center Cook | \$ 15.61 | \$ 16.07 | \$ 16.53 | \$ 17.01 | \$ 17.51 | \$ 18.01 | \$ 18.54 | \$ 19.07 | \$ 19.63 | \$ 20.20 | \$ 20.78 |
| Administrative Assistant | \$ 15.50 | \$ 15.99 | \$ 16.49 | \$ 17.01 | \$ 17.55 | \$ 18.10 | \$ 18.67 | \$ 19.26 | \$ 19.87 | \$ 20.49 | \$ 21.14 |
| Librarian 1 | \$ 15.50 | \$ 15.99 | \$ 16.49 | \$ 17.01 | \$ 17.55 | \$ 18.10 | \$ 18.67 | \$ 19.26 | \$ 19.87 | \$ 20.49 | \$ 21.14 |
| Water/Sewer Operator I | \$ 16.30 | \$ 16.78 | \$ 17.26 | \$ 17.76 | \$ 18.28 | \$ 18.81 | \$ 19.36 | \$ 19.92 | \$ 20.49 | \$ 21.09 | \$ 21.70 |
| Light Plant Operator-II | \$ 16.30 | \$ 16.78 | \$ 17.26 | \$ 17.76 | \$ 18.28 | \$ 18.81 | \$ 19.36 | \$ 19.92 | \$ 20.49 | \$ 21.09 | \$ 21.70 |
| Dispatchers | \$ 16.41 | \$ 16.88 | \$ 17.37 | \$ 17.88 | \$ 18.40 | \$ 18.93 | \$ 19.48 | \$ 20.04 | \$ 20.62 | \$ 21.22 | \$ 21.84 |
| Accounting Clerk II | \$ 16.63 | \$ 17.12 | \$ 17.61 | \$ 18.12 | \$ 18.65 | \$ 19.19 | \$ 19.75 | \$ 20.32 | \$ 20.91 | \$ 21.52 | \$ 22.14 |
| Accountant/Assistant Treasurer | \$ 16.63 | \$ 17.12 | \$ 17.61 | \$ 18.12 | \$ 18.65 | \$ 19.19 | \$ 19.75 | \$ 20.32 | \$ 20.91 | \$ 21.52 | \$ 22.14 |
| Dispatch Supervisor | \$ 17.50 | \$ 18.01 | \$ 18.53 | \$ 19.07 | \$ 19.62 | \$ 20.19 | \$ 20.77 | \$ 21.38 | \$ 22.00 | \$ 22.63 | \$ 23.29 |
| Mechanic | \$ 17.13 | \$ 17.67 | \$ 18.23 | \$ 18.80 | \$ 19.39 | \$ 20.00 | \$ 20.63 | \$ 21.28 | \$ 21.95 | \$ 22.64 | \$ 23.36 |
| Water/Wastewater Operator II | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 | \$ 22.70 | \$ 23.38 | \$ 24.09 |
| Power Plant Mechanic/Operator I | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 | \$ 22.70 | \$ 23.38 | \$ 24.09 |
| Street Maintenance Worker II | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 | \$ 22.70 | \$ 23.38 | \$ 24.09 |
| Apprentice Lineman | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 | \$ 22.70 | \$ 23.38 | \$ 24.09 |
| Licensed Electrician | \$ 19.36 | \$ 19.93 | \$ 20.50 | \$ 21.10 | \$ 21.71 | \$ 22.34 | \$ 22.99 | \$ 23.65 | \$ 24.34 | \$ 25.05 | \$ 25.77 |
| Power Plant Foreman | \$ 19.36 | \$ 19.93 | \$ 20.50 | \$ 21.10 | \$ 21.71 | \$ 22.34 | \$ 22.99 | \$ 23.65 | \$ 24.34 | \$ 25.05 | \$ 25.77 |
| Street Foreman | \$ 20.26 | \$ 20.85 | \$ 21.45 | \$ 22.07 | \$ 22.71 | \$ 23.37 | \$ 24.05 | \$ 24.75 | \$ 25.47 | \$ 26.20 | \$ 26.96 |

| | | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Water/Wastewater Operator III | \$ 20.68 | \$ 21.28 | \$ 21.90 | \$ 22.53 | \$ 23.19 | \$ 23.86 | \$ 24.55 | \$ 25.26 | \$ 26.00 | \$ 26.75 | \$ 27.53 |
| Patrolman | \$ 20.26 | \$ 20.93 | \$ 21.62 | \$ 22.33 | \$ 23.07 | \$ 23.83 | \$ 24.62 | \$ 25.43 | \$ 26.27 | \$ 27.14 | \$ 28.03 |
| Recreation Services Coordinator | \$ 21.17 | \$ 21.80 | \$ 22.46 | \$ 23.13 | \$ 23.82 | \$ 24.54 | \$ 25.27 | \$ 26.03 | \$ 26.81 | \$ 27.62 | \$ 28.45 |
| Park Supervisor | \$ 22.27 | \$ 22.83 | \$ 23.40 | \$ 23.98 | \$ 24.58 | \$ 25.19 | \$ 25.82 | \$ 26.47 | \$ 27.13 | \$ 27.81 | \$ 28.51 |
| Lineman I | \$ 21.52 | \$ 22.26 | \$ 23.03 | \$ 23.82 | \$ 24.64 | \$ 25.49 | \$ 26.37 | \$ 27.28 | \$ 28.22 | \$ 29.20 | \$ 30.21 |
| Chief of Electric Production | \$ 21.73 | \$ 22.52 | \$ 23.33 | \$ 24.17 | \$ 25.04 | \$ 25.94 | \$ 26.87 | \$ 27.84 | \$ 28.84 | \$ 29.88 | \$ 30.95 |
| Street Supervisor | \$ 23.69 | \$ 24.35 | \$ 25.04 | \$ 25.74 | \$ 26.46 | \$ 27.20 | \$ 27.96 | \$ 28.74 | \$ 29.55 | \$ 30.37 | \$ 31.22 |
| City Inspector | \$ 23.57 | \$ 24.25 | \$ 24.95 | \$ 25.68 | \$ 26.42 | \$ 27.19 | \$ 27.98 | \$ 28.79 | \$ 29.62 | \$ 30.48 | \$ 31.37 |
| Building Inspector/Planner/Street Superintendent | \$ 23.44 | \$ 24.19 | \$ 24.97 | \$ 25.77 | \$ 26.59 | \$ 27.44 | \$ 28.32 | \$ 29.23 | \$ 30.16 | \$ 31.13 | \$ 32.12 |
| Lineman II | \$ 23.44 | \$ 24.19 | \$ 24.97 | \$ 25.77 | \$ 26.59 | \$ 27.44 | \$ 28.32 | \$ 29.23 | \$ 30.16 | \$ 31.13 | \$ 32.12 |
| Water/Wastewater Foreman | \$ 23.91 | \$ 24.60 | \$ 25.34 | \$ 26.10 | \$ 26.88 | \$ 27.69 | \$ 28.52 | \$ 29.37 | \$ 30.25 | \$ 31.16 | \$ 32.12 |
| Police Sergeant | \$ 24.38 | \$ 25.06 | \$ 25.76 | \$ 26.49 | \$ 27.23 | \$ 27.99 | \$ 28.77 | \$ 29.58 | \$ 30.41 | \$ 31.26 | \$ 32.13 |
| Technology Support Specialist | \$ 24.72 | \$ 25.47 | \$ 26.25 | \$ 27.05 | \$ 27.88 | \$ 28.73 | \$ 29.60 | \$ 30.51 | \$ 31.44 | \$ 32.40 | \$ 33.38 |
| Senior Lineman | \$ 25.30 | \$ 26.03 | \$ 26.79 | \$ 27.56 | \$ 28.36 | \$ 29.18 | \$ 30.03 | \$ 30.90 | \$ 31.80 | \$ 32.72 | \$ 33.67 |
| Line Foreman | \$ 27.46 | \$ 28.26 | \$ 29.08 | \$ 29.92 | \$ 30.79 | \$ 31.68 | \$ 32.60 | \$ 33.54 | \$ 34.52 | \$ 35.52 | \$ 36.55 |
| Electric Line Supervisor | \$ 30.03 | \$ 30.94 | \$ 31.86 | \$ 32.82 | \$ 33.80 | \$ 34.82 | \$ 35.86 | \$ 36.94 | \$ 38.05 | \$ 39.19 | \$ 40.36 |

| | Bottom Hourly Rate | Top Hourly Rate |
|--|-----------------------|--------------------|
| City Administrator | \$ 48.56 | \$ 57.38 |
| City Clerk | \$ 28.12 | \$ 39.54 |
| Electric Superintendent - Production | \$ 29.45 | \$ 42.37 |
| Electric Superintendent - Distribution | \$ 29.45 | \$ 42.37 |
| Finance Director | \$ 29.46 | \$ 40.24 |
| Library Director | \$ 23.93 | \$ 32.21 |
| Parks and Recreation Director | \$ 29.51 | \$ 37.85 |
| Police Chief | \$ 33.50 | \$ 44.27 |
| Senior Citizens Center Coordinator | \$ 15.67 | \$ 23.81 |
| Street and Planning Director | \$ 31.54 | \$ 40.99 |
| Water/Wastewater Superintendent | \$ 25.30 | \$ 35.35 |