

(Amended: 12/18/23)

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
December 19, 2023**

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 – December 5, 2023](#)
4. [Approval of Claims](#)
5. [Action on Contractor’s Application for Payment No. 2 in the amount of \\$74,456.46 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project” – Roger Protzman, JEO Consulting Group, Inc.](#)

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

6. [Action on Certificate of Payment No. 3 in the amount of \\$117,428.59 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project” — Kendrick Baxter, Olsson](#)

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

7. [Action on Change Estimate Proposal No. 1 in the amount of \\$6,333.00 to Otte Construction for the “City Hall and Police Relocation Project — Kelly Rosburg, Carlson West Povondra Architects](#)
8. [Action on Change Estimate Proposal No. 2 in the amount of \\$13,783.00 to Otte Construction for the “City Hall and Police Relocation Project — Kelly Rosburg, Carlson West Povondra Architects](#)
9. [Public Hearing \(2nd\): To obtain public input on the Community Development Block Grant No. 21-PW-022 — Public Works \(Freedom Park Trailhead Project\) \(Advertised Time: 5:30 p.m.\)](#)

Background: Recall that The City of Wayne was awarded CDBG Public Works funds of \$303,000 of which \$268,000 were used to repurpose the shower house which is used by the community as a four-season recreational facility and will become the trailhead for the City’s trail system; the project also included a pathway that is in compliance with Americans with Disabilities Act (ADA) that connects the facility with the trail. \$25,000 was awarded for grant administration, and \$10,000 was awarded for construction management. The City of Wayne has provided the required match of \$80,400 for the PW project activities.

To date, \$268,000 has been used for park improvements, \$120,276 of match has been provided by the City, \$9,737.50 has been used for Construction Management, and \$17,667.37 has been used for General Administration of the grant. No persons, businesses, or farms were displaced as a result of CDBG activities.

10. [Resolution 2023-85: Adopting the Drug and Alcohol Testing Policy – Zero Tolerance as recommended by the Nebraska Department of Transportation](#)

Background: The Nebraska Department of Transportation has notified Diane Bertrand, Senior Center Coordinator, that the Federal Drug and Alcohol Regulations have recently changed again and the policy is now outdated. The NDOT provided template policies for both Zero Tolerance and Second Chance. The NDOT does not recommend the Second Chance Policy. Therefore, the policy in the packet, as recommended, is for Zero Tolerance.

11. [Resolution 2023-86: Adopting the Rural Economic Development Loan and Grant Revolving Loan Fund Plan](#)

12. [Resolution 2023-87: Amending Wage and Salary Schedule](#)

Background: The attached wage and salary schedule includes a 4% cost of living increase that was approved in the budget. This would be effective with the first payroll period in January, 2024. The changes are highlighted in red.

13. [Resolution 2023-88: Amending the Personnel Policy - Section 13.7 Employees Exempt from Overtime](#)

Background: The only change is in Section 13.7 of the Personnel Manual which adds the title of “Economic Development Director” as an exempt position.

14. [Resolution 2023-89: Approving the appointment of Amy K. Miller as City Attorney and her Retainer Agreement for 2024](#)

Background: Amy was first appointed City Attorney in 2015 for \$5,416 per month. Her compensation has not changed since that time.

15. **Resolution 2023-90: Approving Task Order Agreement No. 5 with DGR Engineering for the "Proposed Generation Plant Project"**
16. Committee update on the Community Activity Center Relocation Project
17. Update on floodplain meeting
18. Adjourn

**MINUTES
CITY COUNCIL MEETING
December 5, 2023**

The Wayne City Council met in regular session at City Hall on December 5, 2023, 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 Brent Pick, Terri Buck, Brittany Webber, Clayton Bratcher, Jason Karsky, and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Councilmembers Nick Muir and Matt Eischeid.

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 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 announced that the Wayne County Flood Study Public Open House will be held on Wednesday, December 6th, at 5:30 p.m. – 7:30 p.m. at the Wayne City Auditorium.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of November 21, 2023, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ROBERT WOehler & SONS, SE, 6580.00; COONEY FERTILIZER, SE, 423675.27; PENRO CONSTRUCTION, SE, 22560.16; APPEARA, SE, 56.51; BEIERMANN ELECTRIC, SE, 97.50; BERNAL, GEORGINA, SE, 55.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1459.90; BOK FINANCIAL, RE, 10810.00; BOK FINANCIAL, RE, 5898.75; BOMGAARS, SU, 2084.87; BSN SPORTS, SU, 1436.16; CARHART LUMBER COMPANY, SU, 364.19; CITY EMPLOYEE, RE, 86.10; CITY EMPLOYEE, RE, 367.99; CITY EMPLOYEE, RE, 175.00; CITY EMPLOYEE, RE, 30.50; CITY EMPLOYEE, RE, 4.56; CITY EMPLOYEE, RE, 98.89; CITY EMPLOYEE, RE, 355.02; CITY EMPLOYEE, RE, 438.29; CITY OF WAYNE, RE, 965.52; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 5000.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 100000; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEMCO, SU, 851.05; DOTY & SONS CONCRETE PRODUCTS, SU, 4004.00; EAKES OFFICE PLUS, SE, 289.75; ED M. FELD EQUIPMENT, SU, 1415.33; ELKINS PORTABLE RESTROOMS, SE, 305.00; FASTWYRE BROADBAND, SE, 1638.66; FLOOR MAINTENANCE, SU, 990.77; GERHOLD CONCRETE, SU, 3227.65; HAWKINS, SU, 2291.61; HILAND DAIRY, SE, 127.93; HOMETOWN LEASING, SE, 465.14; ISLAND SPRINKLER SUPPLY, SU, 753.53; JEO CONSULTING GROUP, SE, 2890.36; JOHNSON FITNESS & WELLNESS, SU, 41.22; LINDSAY, JEANNE, RE, 150.00; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 180.50; NE DEPT OF ENVIRONMENT, SE, 86987.36; NE DEPT OF ENVIRONMENT, SE, 199790.45; NE HARVESTORE, SU, 984.50; NO SWETT FENCING, SU, 25022.87; PHILIP CARKOSKI CONSTRUCTION, SE, -5,883.50; PHILIP CARKOSKI CONSTRUCTION, SE, 5883.50; PLUMBING & HEATING WHOLESALE, SU, 34.01; SKARSHAUG TESTING LAB, SE, 265.56; SOOLAND BOBCAT, SU, 92.02; SPARLING INSTRUMENTS, SU, 325.00; SPORTS FACILITY MAINTENANCE, SU, 3767.00; STATE NEBRASKA BANK & TRUST, RE, 4675.00; STATE NEBRASKA BANK-PETTY CASH, RE, 102.53; TAYLOR, JOSHUA, RE, 65.00; VIAERO, SE, 70.42; W.T. COX SUBSCRIPTIONS, SU, 871.22; WAYNE HIGH CHEERLEADERS, FE, 480.00; WESCO, SU, 813.20; WISNER WEST, SU, 390.79; AHLERS, KYLE, RE, 2000.00; AMERITAS, SE, 206.54; AMERITAS, SE, 35.00; AMERITAS, SE, 127.43; AMERITAS, SE, 72.00; AMERITAS, SE, 3747.94; APPEARA, SE, 40.29; BLUE CROSS BLUE SHIELD, SE, 52125.38; BORDER STATES INDUSTRIES, SU, 3245.46; CERTIFIED TESTING SERVICES, SE, 1606.00; CITY OF NORFOLK, SE, 149.12; CITY OF WAYNE, SE, 4.45; CITY OF WAYNE, PY, 122912.29; CITY OF WAYNE, RE, 7.41; CIVICPLUS, FE, 750.00; COUNTRY NURSERY, SU, 2000.00; DEMCO, SU, 775.11; ED M. FELD EQUIPMENT, SU, 405.98; GLOBAL PAYMENTS INTEGRATED, SE, 447.94; HARTINGTON TREE, SE, 3312.50; HILAND DAIRY, SE, 151.72; ICMA, SE, 1048.60; ICMA, SE, 495.46; ICMA, SE, 38.28; ICMA, SE, 205.20; ICMA, SE, 413.68; ICMA, SE, 144.86; ICMA, SE, 166.28; ICMA, SE, 70.00; ICMA, SE, 190.37; ICMA, SE, 8837.79; ICMA, SE, 127.36; IRS, TX, 20076.70; IRS, TX, 12356.27; IRS, TX, 4695.28; JEO CONSULTING GROUP, SE, 20440.48; JEPPESEN RENTALS, RE, 500.00; KENNY, JOE, RE, 500.00; KENNY, KELLY, RE, 500.00; KTCH, SE, 1200.00; MAIN STREET GARAGE, SE, 100.00; MERCHANT SERVICES, SE, 4838.36; MERCHANT SERVICES, SE, 91.92; MERCHANT SERVICES, SE, 1181.24; MILLER LAW, SE, 5537.67; NE DEPT OF REVENUE, TX, 6179.12; NEBRASKA GENERATOR SERVICE, SE, 4069.88; NPPD, SE, 184.00; NNEDD, E, 1951.36; NORTHEAST POWER, SE, 6620.00; OLSSON, SE, 39288.43; ONE CALL CONCEPTS, SE, 52.98; OPTK NETWORKS, SE, 408.54; O'REILLY AUTOMOTIVE STORES, SU, 342.12; PAC N SAVE, SU, 1533.38; POSTMASTER, SU, 1097.73; RODRIGUEZ, NANCY, SE, 55.00; SCOTT, GREG, RE, 70.00; STATE NEBRASKA BANK & TRUST, SE, 72.96; WASTE CONNECTIONS, SE, 81.50; WAYNE HERALD, SE, 529.46; WAYNE HERALD, SE, 925.00; WAYNE HERALD, SE, 206.67; WAYNE SENIOR CENTER, RE, 279.00; WAYNE VETERINARY CLINIC, SE, 98.00; WIESELER, BO, RE, 55.00

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Eischeid who were absent, the Mayor declared the motion carried.

Administrator Blecke presented Application and Certificate of Payment No. 1 from Otte Construction Company, LLC, in the amount of \$99,791.00 for the “Wayne City Hall and Police Relocation Project.” He also updated the Council on the progress of the project.

Councilmember Karsky made a motion, which was seconded by Councilmember Bratcher, approving Application and Certificate of Payment No. 1 in the amount of \$99,791.00 to Otte Construction Company, LLC, for the “Wayne City Hall and Police Relocation Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Eischeid who were absent, the Mayor declared the motion carried.

Luke Virgil, Wayne Economic Development Director, was present representing the LB840 Revolving Loan Fund Review Committee. The Committee met on November 20, 2023, and reviewed a revolving loan fund application to Wayne’s Economic Development Program (WEDP) by Webber Hospitality, LLC, d/b/a “Geno’s Steakhouse & Lounge.” Steve & Brittany Webber have purchased Geno’s Steakhouse & Lounge, and they plan to continue operating it as a restaurant. Webber Hospitality, LLC, will utilize the WEDP Funds to purchase equipment for the restaurant and renovate the property at 121 W 1st Street. To match their request of \$200,000 from the WEDP, Webber Hospitality, LLC, has secured financing for \$320,000 via a traditional lender (State Nebraska Bank & Trust), is pursuing \$20,000 via the WAED RLF Program, and has provided matching funds of \$100,000 (personal equity). The total business purchase and expansion project is estimated to cost at least \$640,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Webber Hospitality, LLC:

- Approval of the loan request for \$200,000;
- A loan repayment period of 10 years; and
- An interest rate to be set at one half the rate set by the primary lender. (Primary Lender Rate – SNB&T, Wayne, NE: 7.25%; WEDP Rate: 3.625%)

At this time, there is over \$500,000 in the revolving loan fund. There is also about a \$25,000-\$30,000 monthly regeneration to the fund.

Steve and Brittany Webber were present to answer questions and to request Council consideration to changing the interest rate to 1.8%.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$200,000 revolving loan fund loan to Webber Hospitality, LLC, d/b/a Geno's Steakhouse & Lounge, with the following conditions:

- A loan repayment period of 10 years; and
- An interest rate to be set at 1.8%.

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

Annually, the City is required to appoint a Street Superintendent to receive Highway Incentive Payments. This action item is to appoint Joel Hansen as the 2024 Street Superintendent.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, appointing Joel Hansen, Class A License Number S-1155, as the City Street Superintendent for calendar year 2024, January 1 thru December 31, 2024, for the purpose of the 2024 calendar year Highway Incentive payment to be issued to the City by the Nebraska Department of Transportation in February 2025. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Eischeid who were absent, the Mayor declared the motion carried.

The following Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2023. This is an annual requirement for determining the City's calendar year 2023 incentive funds.

Councilmember Karsky introduced Resolution 2023-82, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2023-82

A RESOLUTION AUTHORIZING THE SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM – 2023.

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

Administrator Blecke stated the following Resolution would formally appoint JEO Consulting Group, Inc., as the special engineer to be used on various City of Wayne projects in 2024. JEO was formally appointed back in 2018. We have found that we must formally appoint an engineer annually. Doing so eliminates the need to go through the procurement process for engineers on grant projects.

Councilmember Brodersen introduced Resolution 2023-83, and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2023-83

A RESOLUTION APPOINTING JEO CONSULTING GROUP, INC., AS THE SPECIAL ENGINEER TO BE USED ON VARIOUS CITY OF WAYNE PROJECTS IN 2024.

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

For the 2024 plan year, the City will still be with BC/BS of Nebraska, but with a different plan. The City will be joining the League Insurance Government Health Team a/k/a "LIGHT." We looked into joining this about a year and a half ago, but our premiums couldn't justify changing at that time. This year is different. If we stay with our current plan, the premiums will increase by about 20%. By going with the LIGHT plan, the deductibles will remain the same - \$6,750 single/\$13,500 family, and the premiums will decrease slightly from last year. The only change with this plan is that the enrollment period is from 7/1 to 6/30 each year. Therefore, we may see some changes to the premiums at that time. This change will put us in a larger pool of employees, so hopefully the premium changes are minimal.

This is the recommendation of staff and Gary Boehle, our health insurance representative.

To become a member of LIGHT, we must pass the following Resolution, which includes two agreements attached thereto.

Councilmember Brodersen introduced Resolution 2023-84, and moved for its approval; Councilmember Pick seconded.

RESOLUTION NO. 2023-84

A RESOLUTION AUTHORIZING MEMBERSHIP IN THE LEAGUE INSURANCE GOVERNMENT HEALTH TEAM (LIGHT).

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

Mayor Giese requested Council consideration to approving the following appointments:

Betty McGuire, City Clerk
Beth Porter, Finance Director
Joel Hansen, Street and Planning Director
Marlen Chinn, Police Chief
Lowell Heggemeyer, Park and Recreation Director
Diane Bertrand, Senior Center Coordinator
Heather Headley, Library Director
Jeff Triggs, Electric Production Superintendent
Casey Junk, Water/Wastewater Superintendent
Luke Virgil, Economic Development Director

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the following appointments:

Betty McGuire, City Clerk
Beth Porter, Finance Director
Joel Hansen, Street and Planning Director
Marlen Chinn, Police Chief
Lowell Heggemeyer, Park and Recreation Director
Diane Bertrand, Senior Center Coordinator
Heather Headley, Library Director
Jeff Triggs, Electric Production Superintendent
Casey Junk, Water/Wastewater Superintendent
Luke Virgil, Economic Development Director

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to enter into executive/closed session to prevent the needless injury to the reputation of an individual who has not requested a public hearing to discuss a personnel matter (the performance review/evaluation of City

Attorney Amy Miller), and to allow City Administrator Blecke and City Clerk McGuire to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Eischeid who were absent, the Mayor declared the motion carried, and executive/closed session began at 6:09 p.m.

Mayor Giese again stated the matter to be discussed in executive/closed session relates to the performance review/evaluation of City Attorney Amy Miller.

Councilmember Webber made a motion, which was seconded by Councilmember Buck, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Eischeid who were absent, the Mayor declared the motion carried, and open session resumed at 6:26 p.m.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:26 p.m.

**Correction to Claims Listing 11/29/23**

Penro Construction from \$22,560.16 to \$222,560.16

Otte Construction Council Approved 12/6/23

City Hall Relocate 99,791.00

| Vendor | Payable Description | Payment Total |
|-----------------------------------|--|----------------------|
| ACE HARDWARE & HOME | TOOLS/BATTERIES/HOSE SHUT OF VALVE | 292.19 |
| APPEARA | MAT SERVICE | 125.01 |
| ARNIE'S FORD INC | CV AXLE REPAIR | 654.67 |
| BEIERMANN ELECTRIC | TROUBLESHOOT LIFT STATION FLOATS | 120.00 |
| BMI | RADIO LICENSE FEE | 378.90 |
| BRAUN, TESSA | BASKETBALL REF | 20.00 |
| BSN SPORTS, INC | FOOTBALLS/SHOULDER PADS/HELMETS/LOOP BANDS | 2,433.50 |
| CARGILL, TREVOR | BASKETBALL REF | 40.00 |
| CINTAS | FIRST AID SUPPLIES | 395.43 |
| CIRBA SOLUTIONS SERVICES | BATTERY RECYCLING BUCKETS | 204.00 |
| CITY EMPLOYEE | CLOTHING REIMBURSEMENT | 117.68 |
| CITY EMPLOYEE | CLOTHING REIMBURSEMENT | 63.28 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 57.02 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 106.76 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 44.54 |
| CITY EMPLOYEE | CDL REIMBURSEMENT | 60.00 |
| CITY EMPLOYEE | MEDICAL/VISION REIMBURSEMENT | 465.33 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 2,669.70 |
| CITY OF WAYNE | UTILITY REFUNDS | 261.57 |
| CJH TECHNOLOGIES | FINAL PLAN-PARKS & REC BUILDING | 500.00 |
| COMMUNITY REDEVELOPMENT AUTHORITY | LINE OF CREDIT DRAW | 22,500.00 |
| COMMUNITY REDEVELOPMENT AUTHORITY | LINE OF CREDIT DRAW | 5,000.00 |
| COPY WRITE PUBLISHING | OFFICE SUPPLIES/SHIPPING CHARGES | 370.03 |
| COPY WRITE PUBLISHING | SHIPPING CHARGE | 15.57 |
| DAS STATE ACCTG-CENTRAL FINANCE | WSC INTERNET CHARGES | 69.73 |
| DEARBORN LIFE INSURANCE COMPANY | LIFE/DISABILITY INSURANCE | 3,296.33 |
| EAKES OFFICE PLUS | CAC COPY CHARGES | 220.00 |
| EXHAUST PROS TOTAL CAR CARE | BALL JOINT ASSEMBLY/TOWING CHARGE | 319.21 |
| FAITH REGIONAL PHYSICIAN SERV. | RANDOM DRUG TESTING | 30.00 |
| FLOOR MAINTENANCE | CONTAINERS/PLATES/JANITORIAL SUPPLIES | 344.80 |
| GREENFIELD, BRETT | BASKETBALL REF | 40.00 |
| HAWKINS, INC | AZONE | 792.69 |
| HAWKINS, INC | INJECTION VALVE | 154.21 |
| HERITAGE INDUSTRIES | CIRCULAR METAL PLATE | 109.58 |
| HILAND DAIRY | SENIOR CENTER FOOD SERVICE | 379.59 |
| HYPERION | MONITORING | 84.24 |
| INTERSTATE ALL BATTERY | SECURITY SYSTEM BATTERIES | 249.50 |
| IRS | FICA WITHHOLDING | 4.07 |

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|------------------------------------|---|-------------------|
| IRS | FICA WITHHOLDING | 4.39 |
| IRS | MEDICARE WITHHOLDING | 1.98 |
| JACK'S UNIFORMS | BULLETPROOF VESTS | 5,100.00 |
| KASER, WHITNEY | AUDITORIUM DEPOSIT REFUND | 200.00 |
| KENNY, JOE | ENERGY INCENTIVE | 500.00 |
| KTCH AM/FM RADIO | RADIO ADS | 160.00 |
| LIBERAL GASKET MFG | SEALS | 113.98 |
| LUTT OIL | GASOLINE | 9,180.00 |
| MAIN STREET GARAGE, LLC | TOWING CHARGES | 100.00 |
| MIDWEST ADVENTURE PARK | TURF FOR COMPLEX BATTING CAGES | 1,920.00 |
| MIDWEST LABORATORIES, INC | WASTEWATER ANALYSIS | 206.57 |
| MUNICIPAL SUPPLY INC | INSTATITE | 214.83 |
| NAPIER, KYLE | BASKETBALL REF | 80.00 |
| NEBRASKA PUBLIC POWER DIST | TRANSMISSION SUBSTATION CHARGES | 8,643.44 |
| NEW PIG CORPORAATION | MAT PAD | 367.34 |
| NORTHEAST TIRE SERVICE | PAYLOADER TIRE REPAIR/MOWER TIRES | 230.00 |
| O'REILLY AUTOMOTIVE STORES, INC. | WHEEL STUD/LUG NUTS | 19.37 |
| PCAN | MEMBERSHIP DUES | 100.00 |
| POLICE OFFICERS' ASSOCIATION OF NE | MEMBERSHIP DUES | 140.00 |
| QUADIENT FINANCE USA, INC | POSTAGE INK | 195.56 |
| QUALITY DRY CLEANERS | POLICE UNIFORM CLEANING | 34.00 |
| QUALITY FOOD CENTER | COFFEE | 23.77 |
| ROSE EQUIPMENT INC. | CRACK SEALANT | 3,971.70 |
| SANFORD STEVEN'S CENTER | CPR CLASS | 96.00 |
| SAPP BROS., INC -OMAHA | DESSICANT FUEL TANK BREATHER | 3,551.59 |
| STAPLES, INC | OFFICE SUPPLIES | 777.34 |
| STATE NEBRASKA BANK-PETTY CASH | LIBRARY PETTY CASH | 103.09 |
| THE RADAR SHOP | RECERTIFY 7 RADAR UNITS | 448.00 |
| TUCKER, DARYLE | BASKETBALL REF | 40.00 |
| ULINE | NITRILE GLOVES | 396.14 |
| US BANK | BATTERY BACKUPS/DVD'S/BOOKS/AIR FLOW FANS/LODGING | 14,684.94 |
| US FOODSERVICE, INC. | SENIOR CENTER NOON MEAL SUPPLIES | 3,310.82 |
| VERIZON WIRELESS SERVICES LLC | CELL PHONES | 537.12 |
| WAYNE COUNTRY CLUB | T SUTTON RETIREMENT GIFT | 200.00 |
| WAYNE HERALD | SENIOR CENTER CAREGIVER MONTH | 99.00 |
| WESCO DISTRIBUTION INC | H TAPS/ALLEN WRENCHES | 179.76 |
| WESTERN AREA POWER ADMIN | ELECTRICITY | 23,362.55 |
| WISNER WEST | FD GASOLINE | 190.63 |
| | Grand Total: | 222,264.04 |



December 14, 2023

Mayor and City Council
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

RE: Wayne, Nebraska
2023 Wastewater Treatment Facility Ultraviolet Light Improvements
JEO Project No. 221215

Mayor and Council Members:

Attached is Application for Payment No. 2 for the above referenced project. The contractor has completed installation of the site concrete work, electrical conduits, and panels. We are awaiting one item to install and controls integration is needed. After this, then startup and testing of the equipment may begin.

The request is for \$300,026.40 less retainage of \$30,002.64 and previous payment of \$195,567.30 for a net amount of \$74,456.46. JEO recommends approval of payment in the amount of \$74,456.46 to Phillip Carkoski Construction and Trenching, Inc.

If you have any questions or concerns, please feel free to contact me at 402-371-6416 or rprotzman@jeo.com.

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman".

Roger S. Protzman, P.E.
Senior Project Engineer

RSP
Enclosures

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Contractor's Application for Payment

| | | | |
|---------------------|--|---------------------------|------------|
| Owner: | City of Wayne, Nebraska | Owner's Project No.: | |
| Engineer: | JEO Consulting Group, Inc. | Engineer's Project No.: | 221215.00 |
| Contractor: | Philip Carkoski Construction & Trenching, I | Contractor's Project No.: | |
| Project: | Wastewater Treatment Facility Ultraviolet Light Improvements | | |
| Contract: | Wastewater Treatment Facility Ultraviolet Light Improvements | | |
| Application No.: | 2 | Application Date: | 12/13/2023 |
| Application Period: | From 10/30/2023 | to | 12/13/2023 |

| | |
|--|---------------|
| 1. Original Contract Price | \$ 334,496.00 |
| 2. Net change by Change Orders | \$ 5,883.50 |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 340,379.50 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 300,026.40 |
| 5. Retainage | |
| a. 10% X \$ 300,026.40 Work Completed = | \$ 30,002.64 |
| b. 5% X \$ - Stored Materials = | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 30,002.64 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 270,023.76 |
| 7. Less previous payments (Line 6 from prior application) | \$ 195,567.30 |
| 8. Amount due this application | \$ 74,456.46 |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | \$ 70,355.74 |

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: Philip Carkoski Construction & Trenching, Inc.
 Signature: [Signature] Date: 12-13-23

| | | | |
|-----------------------------------|--------------------------|--------------------------|-------|
| Recommended by Engineer | | Approved by Owner | |
| By: | <u>Roger L. Proszman</u> | By: | _____ |
| Title: | <u>Prof Engineer</u> | Title: | _____ |
| Date: | <u>12/13/23</u> | Date: | _____ |
| Approved by Funding Agency | | | |
| By: | _____ | By: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

CERTIFICATE OF PAYMENT: 3



Date of Issuance: 12/15/23

Project: **Wayne Prairie Park Phase II Utilities**

Project No.: A22-02746

Contractor: Penro Construction Co., Inc.

DETAILED ESTIMATE

| Description | Unit Price | Extension |
|--|------------|-----------|
| See Attached. | | |
| PLEASE REMIT PAYMENT TO: Penro Construction Co., Inc. | | |

Value of Work Completed This Request: \$181,131.20

Original Contract Cost: \$716,931.00
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$0.00
 No. 3 \$0.00

Total Contract Cost: \$716,931.00

Value of completed work and materials stored to date \$504,462.88
 Less retainage percentage 10% \$50,446.29
 Net amount due including this estimate \$454,016.59
 Less: Estimates previously approved:

| | | | | | |
|-------|---------------------|-------|---------------|-------|---------------|
| No. 1 | <u>\$114,027.84</u> | No. 3 | <u>\$0.00</u> | No. 5 | <u>\$0.00</u> |
| No. 2 | <u>\$222,560.16</u> | No. 4 | <u>\$0.00</u> | No. 6 | <u>\$0.00</u> |

Total Previous Estimates: \$336,588.00

NET AMOUNT DUE THIS ESTIMATE: \$117,428.59

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: - Owner
Penro Construction Co., Inc.
Project File

OLSSON

By:

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | | | | | | | | | | | |
|---|--------------------------------------|---------------|--------------|-------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|--|------------|-------------------------|----------------|--------------|---------|--------------|----------|--------------|--------------|----------|--------------|--------|--------------|-------------|
| ITEM NO. | DESCRIPTION OF WORK | Pay Unit Est. | Unit Price | SCHEDULED (D + E) | City from previous pay app. | MATERIALS PRESENTLY USED (K) | TOTAL QUANTITY TO BE ORDERED | TOTAL COMPLETE (M) EXPENSE TO DATE (M+J+K) | % COMPLETE | BALANCE TO FINISH (O-P) | RETAINAGE | | | | | | | | | | | |
| 1 | MOBILIZATION | LS 1 | \$11,850.00 | 0.5 | \$5,925.00 | \$5,925.00 | 0.50 | \$5,925.00 | \$5,925.00 | \$0.00 | 1 | \$11,850.00 | 100.00% | \$0.00 | \$11,850.00 | | | | | | | | | | | |
| 2 | UTILITY LOCATIONS | LS 1 | \$2,840.00 | 0.1 | \$2,840.00 | \$2,840.00 | 0.00 | \$2,840.00 | \$2,840.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$2,840.00 | \$0.00 | | | | | | | | | | | |
| 3 | UTILITY LOCATIONS | LS 1 | \$2,840.00 | 0.1 | \$2,840.00 | \$2,840.00 | 0.00 | \$2,840.00 | \$2,840.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$2,840.00 | \$0.00 | | | | | | | | | | | |
| 4 | REMOVE & REPLACE UNSUITABLE SOILS | CF 100 | \$46.20 | 1768.0 | \$7,840.80 | \$7,840.80 | 0.00 | \$7,840.80 | \$7,840.80 | \$0.00 | 0 | \$0.00 | 0.00% | \$7,840.80 | \$0.00 | | | | | | | | | | | |
| 5 | 8" C900 WATER MAIN | LF 3040 | \$46.80 | \$136,272.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$136,272.00 | \$0.00 | | | | | | | | | | | |
| 6 | 1" WATER SERVICE LINE | LF 900 | \$19.60 | \$17,640.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$17,640.00 | \$0.00 | | | | | | | | | | | |
| 7 | 2" WATER SERVICE LINE | LF 900 | \$19.60 | \$17,640.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$17,640.00 | \$0.00 | | | | | | | | | | | |
| 8 | 3" WATER SERVICE LINE | LF 900 | \$25.20 | \$22,680.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$22,680.00 | \$0.00 | | | | | | | | | | | |
| 9 | WATER METER ASSEMBLY | EA 5 | \$7,320.00 | \$36,600.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$36,600.00 | \$0.00 | | | | | | | | | | | |
| 10 | PRE HYDRANT ASSEMBLY TYPE 11 | EA 5 | \$7,320.00 | \$36,600.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$36,600.00 | \$0.00 | | | | | | | | | | | |
| 11 | 2" VERTICAL FIRE HYDRANT EXTENSION | EA 7 | \$1,310.00 | \$9,170.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$9,170.00 | \$0.00 | | | | | | | | | | | |
| 12 | 2.5" VERTICAL FIRE HYDRANT EXTENSION | EA 1 | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$1,500.00 | \$0.00 | | | | | | | | | | | |
| 13 | 3" VERTICAL FIRE HYDRANT EXTENSION | EA 1 | \$1,910.00 | \$1,910.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$1,910.00 | \$0.00 | | | | | | | | | | | |
| 14 | 3.5" VERTICAL FIRE HYDRANT EXTENSION | EA 1 | \$2,480.00 | \$2,480.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$2,480.00 | \$0.00 | | | | | | | | | | | |
| 15 | 8" M.I. GATE VALVE | EA 7 | \$648.00 | \$4,536.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$4,536.00 | \$0.00 | | | | | | | | | | | |
| 16 | 8" M.I. GATE VALVE | EA 1 | \$648.00 | \$648.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$648.00 | \$0.00 | | | | | | | | | | | |
| 17 | 8" M.I. 45° BEND | EA 5 | \$665.00 | \$3,325.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$3,325.00 | \$0.00 | | | | | | | | | | | |
| 18 | 8" M.I. 22.5° BEND | EA 2 | \$591.50 | \$1,183.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$1,183.00 | \$0.00 | | | | | | | | | | | |
| 19 | 8" M.I. 90° ELBOW | EA 1 | \$523.50 | \$523.50 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$523.50 | \$0.00 | | | | | | | | | | | |
| 20 | 8" X 8" REDUCER | EA 1 | \$887.50 | \$887.50 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$887.50 | \$0.00 | | | | | | | | | | | |
| 21 | 1" WATER SERVICE ASSEMBLY | EA 1 | \$885.50 | \$885.50 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$885.50 | \$0.00 | | | | | | | | | | | |
| 22 | 2" WATER SERVICE ASSEMBLY | EA 2 | \$4,400.00 | \$8,800.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$8,800.00 | \$0.00 | | | | | | | | | | | |
| 23 | 3" WATER SERVICE ASSEMBLY | EA 1 | \$2,300.00 | \$2,300.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$2,300.00 | \$0.00 | | | | | | | | | | | |
| 24 | 4" WATER SERVICE ASSEMBLY | EA 1 | \$2,800.00 | \$2,800.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$2,800.00 | \$0.00 | | | | | | | | | | | |
| 25 | CAMPUS WATER SERVICE ASSEMBLY | EA 1 | \$4,800.00 | \$4,800.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$4,800.00 | \$0.00 | | | | | | | | | | | |
| 26 | WATER MAIN | EA 2 | \$4,600.00 | \$9,200.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$9,200.00 | \$0.00 | | | | | | | | | | | |
| 27 | WATER CONNECTION | EA 2 | \$4,600.00 | \$9,200.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$9,200.00 | \$0.00 | | | | | | | | | | | |
| 28 | YARD HYDRANT ASSEMBLY | EA 17 | \$1,170.00 | \$19,890.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$19,890.00 | \$0.00 | | | | | | | | | | | |
| 29 | REMOVE SANITARY CLEAN-OUT | EA 1 | \$109.50 | \$109.50 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$109.50 | \$0.00 | | | | | | | | | | | |
| 30 | 48" SANITARY SEWER MANHOLE | EA 7 | \$4,180.00 | \$29,260.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$29,260.00 | \$0.00 | | | | | | | | | | | |
| 31 | 36" SANITARY SEWER MANHOLE | EA 7 | \$3,100.00 | \$21,700.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$21,700.00 | \$0.00 | | | | | | | | | | | |
| 32 | 48" SANITARY SEWER MANHOLE | EA 1 | \$3,100.00 | \$3,100.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$3,100.00 | \$0.00 | | | | | | | | | | | |
| 33 | 4" SANITARY SERVICE CONNECTION | EA 18 | \$453.50 | \$8,163.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$8,163.00 | \$0.00 | | | | | | | | | | | |
| 34 | 2" SANITARY SERVICE MAIN | LF 855 | \$17.40 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$14,677.00 | \$0.00 | | | | | | | | | | | |
| 35 | 2" SANITARY FORCE MAIN BORE | LF 350 | \$23.50 | \$8,225.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$8,225.00 | \$0.00 | | | | | | | | | | | |
| 36 | 4" TAMPER-RESISTANT SANITARY CAP | EA 17 | \$228.50 | \$3,884.50 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$3,884.50 | \$0.00 | | | | | | | | | | | |
| 37 | 60" HP STORM PIPE | LF 310 | \$181.50 | \$55,665.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$55,665.00 | \$0.00 | | | | | | | | | | | |
| 38 | 60" HP STORM PIPE | LF 310 | \$181.50 | \$55,665.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$55,665.00 | \$0.00 | | | | | | | | | | | |
| 39 | 60" HP STORM PIPE | LF 90 | \$332.00 | \$29,880.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$29,880.00 | \$0.00 | | | | | | | | | | | |
| 40 | 5.5" X 4.5" AREA INLET | EA 1 | \$9,810.00 | \$9,810.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$9,810.00 | \$0.00 | | | | | | | | | | | |
| 41 | 8" X 8" JUNCTION BOX W/ MANHOLE | EA 1 | \$11,950.00 | \$11,950.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$11,950.00 | \$0.00 | | | | | | | | | | | |
| 42 | GRATE STRUCTURE | EA 50 | \$33,000.00 | \$1,650,000.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$1,650,000.00 | \$0.00 | | | | | | | | | | | |
| 43 | GRATE STRUCTURE | EA 50 | \$33,000.00 | \$1,650,000.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$1,650,000.00 | \$0.00 | | | | | | | | | | | |
| 44 | 2" ELECTRICAL CONDUIT (INSTALL ONLY) | LF 1000 | \$3.15 | \$3,150.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$3,150.00 | \$0.00 | | | | | | | | | | | |
| 45 | SEEDING | AC 2.5 | \$5,630.00 | \$14,075.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 | 0.00% | \$14,075.00 | \$0.00 | | | | | | | | | | | |
| Change Order | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract Total | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="0" style="width:100%"> <tr> <td style="width:10%">Contract Total</td> <td style="width:10%">\$716,831.00</td> <td style="width:10%">5,076.1</td> <td style="width:10%">\$783,938.50</td> <td style="width:10%">3,427.00</td> <td style="width:10%">\$181,131.20</td> <td style="width:10%">\$128,392.16</td> <td style="width:10%">8,504.00</td> <td style="width:10%">\$584,462.38</td> <td style="width:10%">28.51%</td> <td style="width:10%">\$712,468.12</td> <td style="width:10%">\$58,446.39</td> </tr> </table> | | | | | | | | | | | | | | | Contract Total | \$716,831.00 | 5,076.1 | \$783,938.50 | 3,427.00 | \$181,131.20 | \$128,392.16 | 8,504.00 | \$584,462.38 | 28.51% | \$712,468.12 | \$58,446.39 |
| Contract Total | \$716,831.00 | 5,076.1 | \$783,938.50 | 3,427.00 | \$181,131.20 | \$128,392.16 | 8,504.00 | \$584,462.38 | 28.51% | \$712,468.12 | \$58,446.39 | | | | | | | | | | | | | | | |

[Back to Top](#)**Betty McGuire - [External] Otte Pricing for requested proposal requests**

From: Kelley Rosburg <krosburg@cwparchitects.com>
To: Wes Blecke <wblecke@cityofwayne.org>
Date: 12/13/2023 4:26 PM
Subject: [External] Otte Pricing for requested proposal requests
Cc: Gavin Tupper <gtupper@cwparchitects.com>, Bob Soukup <BSoukup@cwparchite...>
Attachments: City of Wayne City Hall - CO#002 proposal from Otte.pdf; City of Wayne City Hall - CO#001 proposal from Otte.pdf

Wes,

Here are the two pricing/change order proposals from Otte Construction for the scope change items you requested, but below is the "in a nutshell" summary:

PR 001 – Add a window & window shade in Office 317 **ADD \$6,333.00** (note-this does NOT include upsizing the HVAC duct serving that room to accommodate the increased heat load from adding that south facing window. Our mechanical engineer estimated that could be between \$750 range to go from 6" to 8" duct and diffuser)

PR-002 – The floor finish changes you requested (any or all could be accepted by the City):

#1- Leave carpet in place for most locations in lower level, sealed concrete in the IT room in lieu of vinyl tile
DEDUCT \$6,534.00

#2 – Change the Admin. Workroom 300 from re-used Carpet Tile 1A (exist. to be re-used) to new LVT-1
ADD \$2,557.00

#3 – New carpet tile CPT-3 in lieu of re-used carpet tile (except Marlen's office) where cpt. 1A was shown
ADD \$17,760.00

After you have had a chance to discuss these with Jill, Let us know if you would like us to recommend approval and we will sign whichever options you want to proceed with. I have also attached the change request documents we received from Otte.

Also as a reminder, during excavation there were soft soils encountered that the geotechnical engineer recommended using soil stabilization measures for – geogrid material and rock. There was also an old cistern encountered from the old structure that once resided where your north parking lot is. He has received some of the invoices, but does not have all of them. That amount is up to **\$10,100 currently** but he stated he should receive the remainder of the invoices later this week. The plan is to take this item from the construction contingency line item that is already in the contract. We can let you know the total on this as soon as he provides it.

Please let Gavin or I know if you have any questions.

Thanks

Kelley Rosburg AIA

Senior Associate - Architect

CARLSON WEST POVONDRA ARCHITECTS

5060 Dodge Street, Omaha, NE 68132

T 402.551.1500

www.cwparchitects.com





CHANGE ESTIMATE PROPOSAL

| | | |
|-------------------------|--|--------------------------------|
| Project: | City of Wayne – City Hall & Police Relocation | CEP No.: 001 |
| Owner Project No.: | | Date: December 11, 2023 |
| Architect Project No.: | CWPA 23115 | |
| Contractor Project No.: | 23-18 | |

| | | |
|---|---------------|--------------------|
| Description of proposed change(s): | | |
| Provide (1) additional S2 window and (1) RS-1 roller shade in existing exterior South wall of Office #317 per PR001 provided by CWP Architects dated November 15, 2023. | | |
| Otte Construction (Opening Demo, Frame, & Finish) | | \$ 1,176.00 |
| Binswanger Glass (Window & Install) | | \$ 4,100.00 |
| Blankenship Paint + Glass (Roller Shade & Install) | | \$ 396.00 |
| | Sub-Total: | \$ 5,672.00 |
| Otte Markup @ 10% | | \$ 567.00 |
| | | \$ 6,239.00 |
| Otte Bond @ 1.5 % | | \$ 94.00 |
| | Total Change: | \$ 6,333.00 |
| <i>See Attached Back-Up Information</i> | | |

TOTAL AMOUNT OF ADD: \$6,333.00

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

| | |
|-------------------------------|-------------------------|
| BY: <u><i>[Signature]</i></u> | Date: <u>12/12/2023</u> |
| Contractor | |
| RECOMMENDED APPROVAL | |
| BY: _____ | Date: _____ |
| Architect | |
| APPROVED | |
| BY: _____ | Date: _____ |
| Owner | |



Binswanger Enterprises, LLC. dba
Binswanger Glass #580
1902 W Omaha Ave
Norfolk, NE 68701

Office: (402) 316-5570
Cell: (402) 841-9491
Email: RPedersen@binswangerglass.com

Bid Proposal & Contract

Date: Wed, Dec 06 2023

Project Name: **City of Wayne City Hall & Police Relocate**
Location: **513 Main St.
Wayne, NE**

Contractor: **Otte Construction**
**521 S Centennial Rd.
Wayne, NE 68787**

Architect: **0**
Plan Date: **1/0/1900**

Company Phone: **402-375-2180**
Attention: **0**
Contact Phone: **402-375-2180**

Fax: **#N/A**

Description of Scope of Work:

Addendums Noted: **1,2,3**

Sales Tax: **exempt, not included**

BINSWANGER GLASS proposes to furnish and install per the following:

Proposal Request

Add one (1) type S2 windows to the project:

Materials - \$3820.00

Labor - \$280.00

Total add - \$4100.00

EXCLUSIONS (unless covered in proposal above): 1. Wood blocking 2. Demolition 3. Glass for millwork 4. Final cleaning or protection 5. Brake Metal 6. Mirrors 7. Mock Ups 8. Liquidated damages and/or other penalties 9. Provisions for OCIP or CCIP insurance programs 10. Permits or fees 11. Testing procedures 12. Inspection costs 13. Payment or performance bonds 14. Engineering calculations/stamping 15. Cutting, patching, or erection of any concrete, masonry, steel, or wood 16. Backer/Substrate

CLARIFICATIONS AND QUALIFICATIONS:

1. Our proposal is based upon generally accepted glazing standards and/or applicable building codes. Some variation in architectural intent may occur so to meet such criteria. 2. This proposal and offer are contingent upon the signing of a mutually agreed upon contractual instrument. 3. All applicable material warranties will be passed through from the manufacturer without modification by Binswanger Glass. 4. Workmanship warranty will be executed on a standard Binswanger form only. Unless stated otherwise, our standard one (1) year warranty is included as a part of this proposal. 5. Building structure, or any component which our system (s) attach to, must be capable of carrying all loads imposed by our system (s). 6. All schedules must be mutually agreed upon by Binswanger Glass and the customer. 7. All factory and field labor will be performed during normal business hours. 8. It is assumed that electricity will be provided at no additional charge to Binswanger Glass. 9. All sealants to be standard in color. 10. We do not include a cost provision within our proposal for glass broken or damaged by other trades. Any glass breakage caused by Binswanger Glass will be replaced at no additional charge. 11. Bid Proposal is based upon NON-UNION Labor 12. Bid Proposal is based upon NORMAL Working Hours - Monday thru Friday 8am to 5 pm 13. Terms and Conditions apply (last page of this proposal) 14. Bid Proposal is based upon normal Working Hours - Monday thru Friday 8am to 5 pm 13. Terms and Conditions apply (last page of this proposal) 14. The prices of materials and equipment contained in this agreement are those in effect as of the date of execution of the agreement. In the event of a price increase between the execution date and the date submittals are returned approved, Binswanger Glass shall be entitled to reimbursement for such price increase by change order by the actual amount of such increase.

PERFORMANCE AND PAYMENT BONDS (IF REQUIRED ADD 1.5% TO THE BID AMOUNT) "Note: Performance bonds and Labor and Material (Payment) bonds are provided for the construction period only and will include a twelve (12) month warranty period. Regardless of the warranty or maintenance provided by the Principal in the contract, the Surety shall have no liability under the bond for warranty, defective work or defective material claims arising more than one year after project acceptance, as stated in the Defect Bond which will be provided along with the Performance and Payment (Statutory) bonds. Bonds are to be written on Westchester Fire Insurance Company standard forms, or Performance, Statutory and Defect bonds are dependent upon Surety's acceptance of contract terms."

Accepted By: _____

Proposed by: *Roland Pedersen*

Printed name: _____

Estimated by: ROLAND PEDERSEN (402) 316-5570

RPedersen@binswangerglass.com

Title: _____

Date: _____

This Bid Proposal is subject to change if not accepted within 30 days.



Blankenship

PAINT + GLASS

Estimate

| | |
|------------|------------|
| Date | Estimate # |
| 11/30/2023 | 814 |

| |
|-------------------|
| Name / Address |
| Otte Construction |

| |
|------------------------|
| Project |
| Wayne City Hall and... |

| Description | Qty | U/M | Rate | Total |
|---|-----|-----|-------------------------|----------|
| Re: Wayne City Hall and Police Relocation - PRI Provide and install rs-1 if office 317 | | | 396.00 | 396.00T |
| | | | Subtotal | \$396.00 |
| Painting of exposed Mechanical and Electrical elements not installed prior to painting of structure is the responsibility of the respective trade. Removal of dust, dirt, and any material that may affect bonding of finish to substrate is contractors responsibility. Walls are to be primed, inspected and pencil marked for corrections by the construction manager or drywall/mason/precast/subcontractor. The drywall/mason/precast/subcontractor will the tough up the walls. The walls are then final coated as specified and considered finished. | | | Sales Tax (0.0%) | \$0.00 |
| | | | Total | \$396.00 |



CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – City Hall & Police Relocation**
Owner Project No.: _____ CEP No.: **002**
Architect Project No.: **CWPA 23115** Date: **December 12, 2023**
Contractor Project No.: **23-18**

Description of proposed change(s):

Provide finish flooring modification options at Lower Level & Main Level per PR002 provided by CWP Architects dated November 21, 2023.

#1 Lower Level

Flooring Solutions (#1, A-E) \$ 6,534.00
Total Deduct: <\$ 6,534.00>

#2 Main Level

Flooring Solutions (#2, A-B) \$ 2,399.00
Otte Markup @ 5% \$ 120.00
Otte Bond @ 1.5 % \$ 38.00
Total Add: \$ 2,557.00

#3 Main Level

Flooring Solutions (#3, A-B) \$ 16,665.00
Otte Markup @ 5% \$ 833.00
Otte Bond @ 1.5 % \$ 262.00
Total Add: \$ 17,760.00

See Attached Back-Up Information

TOTAL AMOUNT OF ADD/DEDUCT: **Pending Approval Above**

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

BY: Date: 12/12/2023

Contractor
RECOMMENDED APPROVAL

BY: _____ Date: _____

Architect
APPROVED

BY: _____ Date: _____

Owner

Flooring Solutions

3206 Raasch Drive Suite 100

Norfolk, NE 68701

(402) 379-5757

todd@norfolkflooringsolutions.com

Todd Pospisil

12-7-23

Otte Construction-Wayne City Hall/Police Station Reno PR002 Request

Lower Level (#1, a-e) changes as listed: Deduct: \$ 6534.00

Main Level (#2, a, b) changes as listed: Add: \$ 2399.00

Main Level (#3, a, b) changes as listed: Add: ~~\$17896.00~~

\$16,665.00

Revised w/ Backup Attached

Please contact me with any questions regarding the PR002.

Todd Pospisil
Flooring Solutions, LLC

Flooring Solutions

3206 Raasch Drive Suite 100

Norfolk, NE 68701

(402) 379-5757

todd@norfolkflooringsolutions.com

Todd Pospisil

12/12/23

Otte Construction/Wayne City Hall/Police Station Reno PR002 Request

Breakdown of the Main Level (#3, a, b) changes:

Add

| | |
|---|------------------|
| 3666 sf of Milliken Light Wave/Vectograph carpet tile (tile specified as Cpt-3 by Architect) | \$14774.00 |
| 8 buckets of Milliken carpet tile adhesive | \$ 1840.00 |
| Freight | \$ 975.00 |
| Administrative costs | <u>\$ 300.00</u> |

\$17889.00

Deduct

| | |
|--|---------------------|
| 8 buckets of the original carpet tile adhesive cost: | - <u>\$ 1224.00</u> |
|--|---------------------|

Total Change order for Part 3, a, b:

Net Add: **\$16665.00***

Labor amounts for the areas described would not change.

*I had added sales tax accidentally, on this estimate only. The number above is now correct, as are the other figures previously provided for changes to the main level and lower level.

Let me know if you need anything else. Thank you.

Todd Pospisil
Flooring Solutions



**CARLSON
WEST
POVONDRA**
ARCHITECTS

5060 Dodge Street
Omaha, Nebraska 68132
402.551.1500

cwparchitects.com

November 21, 2023

Proposal Request
PR 002

Project:
Wayne City Hall & Police Relocation
513 Main St.
Wayne, NE 68787

Owner:
City of Wayne
306 N. Pearl St.
Wayne, NE 68787

From Architect:
Kelley Rosburg
Carlson West Povondra Architects
5060 Dodge Street
Omaha, NE 68132

To Contractor:
Tate Nelson
Otte Construction
521 Centennial Rd.
Wayne, NE 68787

CWP 23115

Contract Date: October 7, 2023

PR 002 – Flooring Modifications

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within 10 days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which the proposal will be submitted.

Description:

Description of proposed work.

Per the Owner's request, provide pricing as separate line items for Numbered groupings of the following:

1. Lower Level:
 - a. Room 004 to be CPT-1A, in lieu of LVT-1.
 - b. Additional flooring infill with CPT-1A at Room 002, where existing LVT is scheduled to be removed.
 - c. Room 006A to be sealed concrete, in lieu of LVT-1.
 - d. Room 005, 006, 006B, 008, 008A, & 009 to remain as existing carpet tile, in lieu of CPT-1A. Verify carpet tile infill extents.
 - e. TS-10 & CPT-3 added to Materials Schedule; see Finishes Plan for flooring transition(s).
2. Main Level:
 - a. Room 300 to be LVT-1 flooring, in lieu of CPT-1A.
 - b. See Finishes Plan for flooring transitions.
3. Main Level:
 - a. Room 103, 104, 300A, 300B, 301, 302, 303, 305, 306, 308, and 309 through 319 to be CPT-3, in lieu of CPT-1A.
 - b. TS-10 and CPT-3 added to Materials Schedule; see Finishes Plan for flooring transition(s).
4. Plan Clarification:
 - a. At the Main Level, Owner is to remove all the existing carpet tile, to be salvaged for reuse and attic stock.
 - b. At the Lower Level, existing carpet tile is to remain in place, with Contractor to demo existing carpet tile as needed for new wall construction (no walls over top of carpet), and underslab sewer connections.

Attachments:

1. Revised Sht. AD1.0, A1.2, & A1.3

This is not a change order, a construction change directive or a directive to proceed with the work described in the proposed modifications.

cc: file

DEMOLITION GENERAL NOTES:

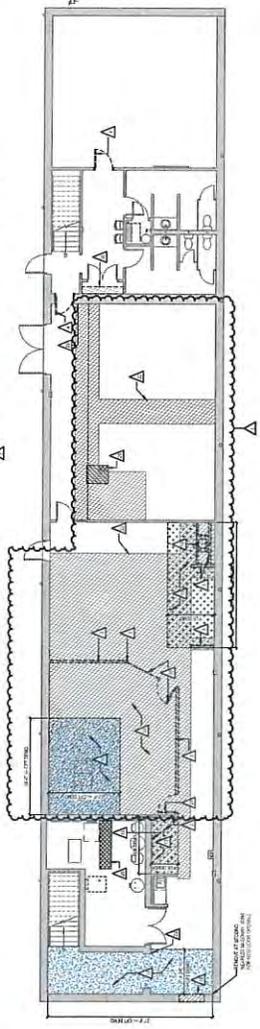
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DEMOLITION LEGEND:

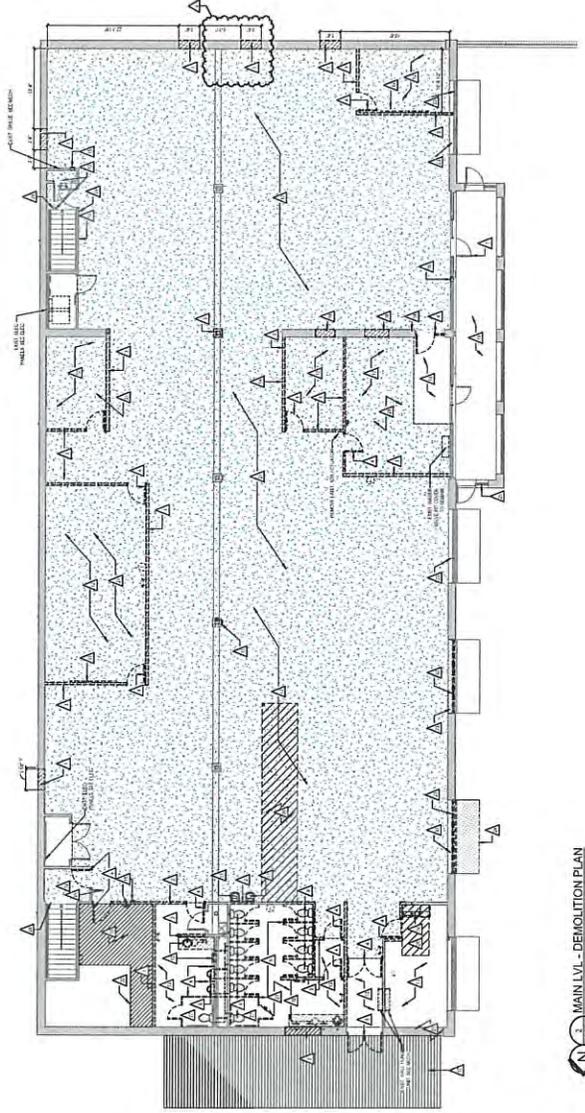
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DEMOLITION KEY NOTES:

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LOWER LVL - DEMOLITION PLAN



MAIN LVL - DEMOLITION PLAN

ROOM FINISH MATERIAL SCHEDULE NOTES

1. ALL FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE FOLLOWING NOTES.

2. FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE FOLLOWING NOTES.

3. FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE FOLLOWING NOTES.

4. FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE FOLLOWING NOTES.

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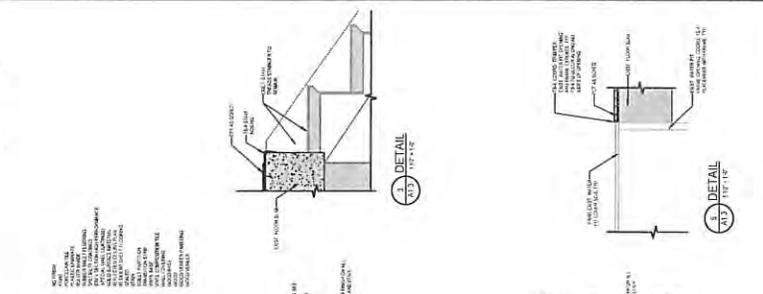
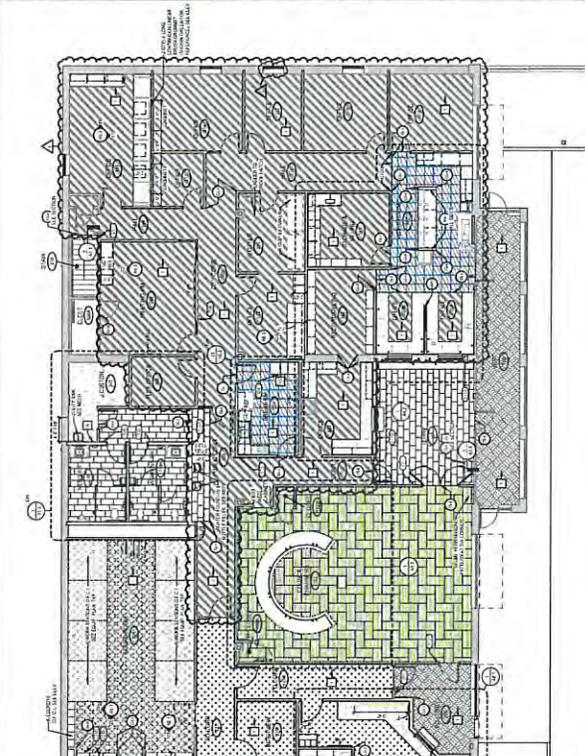
9. FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE FOLLOWING NOTES.

10. FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE FOLLOWING NOTES.

| NO. | ROOM | FINISH | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|------|--------|-------------|---------|----------|------------|-------------|
| 1 | 101 | 101 | CEILING | SQ. FT. | 100 | 1.00 | 100.00 |
| 2 | 101 | 102 | WALL | SQ. FT. | 200 | 1.00 | 200.00 |
| 3 | 101 | 103 | FLOOR | SQ. FT. | 100 | 1.00 | 100.00 |
| 4 | 101 | 104 | DOOR | EA. | 1 | 100.00 | 100.00 |
| 5 | 101 | 105 | WINDOW | EA. | 1 | 100.00 | 100.00 |
| 6 | 101 | 106 | CEILING | SQ. FT. | 100 | 1.00 | 100.00 |
| 7 | 101 | 107 | WALL | SQ. FT. | 200 | 1.00 | 200.00 |
| 8 | 101 | 108 | FLOOR | SQ. FT. | 100 | 1.00 | 100.00 |
| 9 | 101 | 109 | DOOR | EA. | 1 | 100.00 | 100.00 |
| 10 | 101 | 110 | WINDOW | EA. | 1 | 100.00 | 100.00 |

| NO. | ROOM | FINISH | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|------|--------|-------------|---------|----------|------------|-------------|
| 11 | 101 | 111 | CEILING | SQ. FT. | 100 | 1.00 | 100.00 |
| 12 | 101 | 112 | WALL | SQ. FT. | 200 | 1.00 | 200.00 |
| 13 | 101 | 113 | FLOOR | SQ. FT. | 100 | 1.00 | 100.00 |
| 14 | 101 | 114 | DOOR | EA. | 1 | 100.00 | 100.00 |
| 15 | 101 | 115 | WINDOW | EA. | 1 | 100.00 | 100.00 |
| 16 | 101 | 116 | CEILING | SQ. FT. | 100 | 1.00 | 100.00 |
| 17 | 101 | 117 | WALL | SQ. FT. | 200 | 1.00 | 200.00 |
| 18 | 101 | 118 | FLOOR | SQ. FT. | 100 | 1.00 | 100.00 |
| 19 | 101 | 119 | DOOR | EA. | 1 | 100.00 | 100.00 |
| 20 | 101 | 120 | WINDOW | EA. | 1 | 100.00 | 100.00 |

| NO. | ROOM | FINISH | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|------|--------|-------------|---------|----------|------------|-------------|
| 21 | 101 | 121 | CEILING | SQ. FT. | 100 | 1.00 | 100.00 |
| 22 | 101 | 122 | WALL | SQ. FT. | 200 | 1.00 | 200.00 |
| 23 | 101 | 123 | FLOOR | SQ. FT. | 100 | 1.00 | 100.00 |
| 24 | 101 | 124 | DOOR | EA. | 1 | 100.00 | 100.00 |
| 25 | 101 | 125 | WINDOW | EA. | 1 | 100.00 | 100.00 |
| 26 | 101 | 126 | CEILING | SQ. FT. | 100 | 1.00 | 100.00 |
| 27 | 101 | 127 | WALL | SQ. FT. | 200 | 1.00 | 200.00 |
| 28 | 101 | 128 | FLOOR | SQ. FT. | 100 | 1.00 | 100.00 |
| 29 | 101 | 129 | DOOR | EA. | 1 | 100.00 | 100.00 |
| 30 | 101 | 130 | WINDOW | EA. | 1 | 100.00 | 100.00 |



| NO. | FINISH | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|--------|-------------|---------|----------|------------|-------------|
| 1 | 101 | 101 | SQ. FT. | 100 | 1.00 | 100.00 |
| 2 | 101 | 102 | SQ. FT. | 200 | 1.00 | 200.00 |
| 3 | 101 | 103 | SQ. FT. | 100 | 1.00 | 100.00 |
| 4 | 101 | 104 | EA. | 1 | 100.00 | 100.00 |
| 5 | 101 | 105 | EA. | 1 | 100.00 | 100.00 |
| 6 | 101 | 106 | SQ. FT. | 100 | 1.00 | 100.00 |
| 7 | 101 | 107 | SQ. FT. | 200 | 1.00 | 200.00 |
| 8 | 101 | 108 | SQ. FT. | 100 | 1.00 | 100.00 |
| 9 | 101 | 109 | EA. | 1 | 100.00 | 100.00 |
| 10 | 101 | 110 | EA. | 1 | 100.00 | 100.00 |

| NO. | FINISH | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|--------|-------------|---------|----------|------------|-------------|
| 11 | 101 | 111 | SQ. FT. | 100 | 1.00 | 100.00 |
| 12 | 101 | 112 | SQ. FT. | 200 | 1.00 | 200.00 |
| 13 | 101 | 113 | SQ. FT. | 100 | 1.00 | 100.00 |
| 14 | 101 | 114 | EA. | 1 | 100.00 | 100.00 |
| 15 | 101 | 115 | EA. | 1 | 100.00 | 100.00 |
| 16 | 101 | 116 | SQ. FT. | 100 | 1.00 | 100.00 |
| 17 | 101 | 117 | SQ. FT. | 200 | 1.00 | 200.00 |
| 18 | 101 | 118 | SQ. FT. | 100 | 1.00 | 100.00 |
| 19 | 101 | 119 | EA. | 1 | 100.00 | 100.00 |
| 20 | 101 | 120 | EA. | 1 | 100.00 | 100.00 |

| NO. | FINISH | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|--------|-------------|---------|----------|------------|-------------|
| 21 | 101 | 121 | SQ. FT. | 100 | 1.00 | 100.00 |
| 22 | 101 | 122 | SQ. FT. | 200 | 1.00 | 200.00 |
| 23 | 101 | 123 | SQ. FT. | 100 | 1.00 | 100.00 |
| 24 | 101 | 124 | EA. | 1 | 100.00 | 100.00 |
| 25 | 101 | 125 | EA. | 1 | 100.00 | 100.00 |
| 26 | 101 | 126 | SQ. FT. | 100 | 1.00 | 100.00 |
| 27 | 101 | 127 | SQ. FT. | 200 | 1.00 | 200.00 |
| 28 | 101 | 128 | SQ. FT. | 100 | 1.00 | 100.00 |
| 29 | 101 | 129 | EA. | 1 | 100.00 | 100.00 |
| 30 | 101 | 130 | EA. | 1 | 100.00 | 100.00 |

| NO. | FINISH | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|-----|--------|-------------|---------|----------|------------|-------------|
| 31 | 101 | 131 | SQ. FT. | 100 | 1.00 | 100.00 |
| 32 | 101 | 132 | SQ. FT. | 200 | 1.00 | 200.00 |
| 33 | 101 | 133 | SQ. FT. | 100 | 1.00 | 100.00 |
| 34 | 101 | 134 | EA. | 1 | 100.00 | 100.00 |
| 35 | 101 | 135 | EA. | 1 | 100.00 | 100.00 |
| 36 | 101 | 136 | SQ. FT. | 100 | 1.00 | 100.00 |
| 37 | 101 | 137 | SQ. FT. | 200 | 1.00 | 200.00 |
| 38 | 101 | 138 | SQ. FT. | 100 | 1.00 | 100.00 |
| 39 | 101 | 139 | EA. | 1 | 100.00 | 100.00 |
| 40 | 101 | 140 | EA. | 1 | 100.00 | 100.00 |

**NOTICE OF 2ND PUBLIC HEARING FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT 21-PW-022**

NOTICE IS HEREBY GIVEN that on December 19, 2023, at 5:30 p.m. in the City Council Chambers, the City of Wayne will hold a public hearing concerning the activities of the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG) and to give citizens the opportunity to be heard regarding the Public Works (PW) grant, 21-PW-022.

The City of Wayne was awarded CDBG Public Works funds of \$303,000 of which \$268,000 were used to repurpose the shower house which is used by the community as a four-season recreational facility and will become the trailhead for the City's trail system; the project also included a pathway that is in compliance with Americans with Disabilities Act (ADA) that connects the facility with the trail. \$25,000 was awarded for grant administration, and \$10,000 was awarded for construction management. The City of Wayne has provided the required match of \$80,400 for the PW project activities.

To date, \$268,000 has been used for park improvements, \$120,276 of match has been provided by the City, \$9,737.50 has been used for Construction Management, and \$17,667.37 has been used for General Administration of the grant. No persons, businesses, or farms were displaced as a result of CDBG activities.

All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant at Wayne City Council Chambers, 306 Pearl Street, Wayne, Nebraska. Written and oral testimony will also be accepted at the public hearing scheduled for 5:30 p.m., December 19, 2023, Wayne City Council Chambers, located at 306 Pearl St., Wayne, Nebraska. Written comments addressed to Betty A. McGuire, City Clerk, at P.O. Box 8, Wayne, Nebraska, 68787, will be accepted if received on or before 4:00 p.m. Tuesday, December 19, 2023.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Betty A. McGuire, City Clerk at P.O. Box 8, no later than Monday, December 18, 2023. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a four-day notice is received by the City of Wayne.

To be Published 1 time prior to the meeting

Send bill and proof of publication to:
Betty McGuire, Clerk
City of Wayne
P.O. Box 8
Wayne, NE 68787

Send 2nd proof of publication to:
Grace Petersen, Community Planning
NENEDD
111 South 1st Street
Norfolk, NE 68701

RESOLUTION NO. 2023-85

**A RESOLUTION ADOPTING THE DRUG AND ALCOHOL TESTING POLICY
- ZERO TOLERANCE AS RECOMMENDED BY THE NEBRASKA
DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the Nebraska Department of Transportation (NDOT) has informed the City of Wayne that Federal drug and alcohol regulations have recently changed; and

WHEREAS, the NDOT is recommending that the Drug and Alcohol Testing Policy for Zero Tolerance be amended to conform to the new regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the "Drug and Alcohol Testing Policy for Zero Tolerance," which is attached hereto and incorporated herein by reference, is hereby approved, and shall be effective upon the passage of this Resolution.

APPROVED AND ADOPTED this 19th day of December, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

DRUG AND ALCOHOL TESTING POLICY
Wayne Public Transit
Adopted as of December 19, 2023

A. PURPOSE

- 1) The Wayne Public Transit provides public transit and paratransit services for the residents of City Limits of Wayne, Nebraska that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Wayne Public Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of Wayne Public Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Wayne Public Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue

service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity

testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Wayne Public Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
 - c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

- 7) Wayne Public Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Wayne Public Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Wayne Public Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Wayne Public Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Wayne Public Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the

procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Wayne Public Transit. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in

49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Wayne Public Transit will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Wayne Public Transit will seek reimbursement for the split sample test from the employee.

6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7) Observed collections

a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Wayne Public Transit that there was not an adequate medical explanation for the result;
- ii. The MRO reports to Wayne Public Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));

- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer

and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) Wayne Public Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.

- e. If a pre-employment test is canceled, Wayne Public Transit will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Wayne Public Transit with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *Wayne Public Transit* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Wayne Public Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Wayne Public Transit FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work

performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Wayne Public Transit authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Wayne Public Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Wayne Public Transit.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Wayne Public Transit shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the [Wayne Public Transit **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered

employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

- 2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
- a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Wayne Public Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Wayne Public Transit] may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Wayne Public Transit authority.

- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Wayne Public Transit' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Wayne Public Transit] will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using

the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.

- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Wayne Public Transit employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Wayne Public Transit and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive

test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.

- e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Wayne Public Transit].
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Wayne Public Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Wayne Public Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Wayne Public Transit] or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the _____ on
Date: _____

Wes Blecke – City of Wayne Administrator _____

Cale Giese – City of Wayne Mayor _____

Attachment A

| <u>Job Title</u> | <u>Job Duties</u> | <u>Testing Authority</u> |
|---|-----------------------------------|--------------------------|
| | | City of Wayne |
| Betty McGuire - DER Designated Employer Representative | Drug & Alcohol Program Manager | Non Safety Sensitive |
| Diane Bertrand | Transit Supervisor | Safety Sensitive |
| Jill Lehmkuhl | Dispatch/Office Asst. | Non Safety Sensitive |
| Roger Hochstein | Driver | Safety Sensitive |
| Dan Carroll | Driver | Safety Sensitive |
| Terry (Avon) King | Driver | Safety Sensitive |
| Phil Does | Driver | Safety Sensitive |
| Verdel Lutt | Driver | Safety Sensitive |

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Wayne Public Transit Drug and Alcohol Program Manager

Name: Betty A. McGuire

Title: City Clerk

Address: 306 Pearl Street – Wayne, Nebraska 68787

Telephone Number: 402-375-1733

Medical Review Officer

Name: John Womack M.D.

i3screen

9501 Northfield Blvd.

Denver, CO 80238

Substance Abuse Professional

Name: Stan Carlson

Title: M.Div., LIMHP, NCACII, LADC, SAP

Address: 230 E. 22nd St.

Ste 3

Fremont, NE 68025-2661

Telephone Number: 402-721-8805

Substance Abuse Professional

Name: LaRhonda Flowers

Title: LIMHP, LADC, SAP

1941 S. 42nd Street

Ste 402D

Omaha, Nebraska 68105-2944

Telephone Number: 402-447-3021

Collection Sight:

Wayne Family Medicine

Address: 615 E. 14th Street

Wayne, Nebraska 68787

Certified Technicians:

(See Certificates attached)

HHS Certified Laboratory Primary Specimen

Name: Premier Biotech, LLC

Address: 723 Kansas Ave. - Minneapolis, MN 55414

Telephone Number: 855-718-6917

HHS Certifies Laboratory Split Specimen

Name: Premier Biotech, LLC

Address: 723 Kansas Ave. - Minneapolis, MN 55414

Telephone Number: 855-718-6917

RESOLUTION NO. 2023-86

**A RESOLUTION ADOPTING THE RURAL ECONOMIC DEVELOPMENT
LOAN AND GRANT REVOLVING LOAN FUND PLAN.**

WHEREAS, the City of Wayne, Nebraska, has played an active role in the development of rural Nebraska; and

WHEREAS, the City is seeking to improve the quality of life in rural areas by contributing to the long-term improvement in the economy, including job creation and retention, diversification of the economy, improving the education and skills of the rural workforce, and upgrading the public infrastructure to improve the health, safety, and/or medical care of rural residents; and

WHEREAS, the City is desirous to adopt the “REDL&G Revolving Loan Fund Plan” for this program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the REDL&G Revolving Loan Fund Plan attached hereto is hereby approved as written.

PASSED AND APPROVED this 19th day of December, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne

REDL&G REVOLVING LOAN FUND PLAN

INTRODUCTION & OBJECTIVE:

The City of Wayne (City) has played an active role in the development of rural Nebraska. Through the Wayne City Council and City staff, the City has provided not only leadership but financial participation in economic and community development. Now, through the creation of a REDL&G Revolving Loan Fund (RLF), the City is seeking to improve the quality of life in rural areas by contributing to the long-term improvement in the economy, including job creation and retention, diversification of the economy, improving the education and skills of the rural workforce, and upgrading the public infrastructure to improve the health, safety, and/or medical care of rural residents.

POLICY STATEMENTS:

- The City will accept and consider applications for loans from the RLF for projects that will significantly benefit rural areas, without restriction to the City's service area.
- The RLF seeks to minimize its financial participation in all projects. The RLF is not intended to compete with other public and private lenders. The RLF will collaborate with other lenders to provide the financial package necessary to advance the project, but at the same time to minimize the RLF financing component.
- The City Council is the sole authority for approval or denial of loans from the RLF and is responsible for all decisions and actions of the RLF. The RLF will be operated and maintained solely by the City.
- To avoid potential conflicts of interest, or the appearance of a conflict of interest, an RLF loan will not be made to any board member, officer, general manager, or supervisory employee of the City or close relative thereof, or to any City subsidiary or affiliated organization in which the City has a financial interest.
- The City will not condition the approval of a loan from the RLF with the requirement that the prospective recipient purchase electrical service from the City.
- Amendments to this Rural Development Plan will require the approval of the City Council. However, no action will be taken to amend this plan without the prior written approval of the Rural Business Cooperative Service (RBS), its successors or assigns.
- The City's RLF is an equal opportunity lender and requires loan recipients to adhere to all equal opportunity laws.
- All information regarding RLF loan requests will at all times be kept confidential by the members of the City Council, the loan review committee, and City staff. If necessary, the RLF may seek the advice and counsel of outside consultants and sources in order to adequately perform due diligence regarding the project.

REVOLVING LOAN FUND MANAGEMENT:

Administration of the Revolving Loan Fund

Management of the RLF will be “in house” by City staff in addition to their regular responsibilities, although other community resources may be used. With prior written approval of RBS, up to, but, not more than 10% of the grant funds received shall be used for RLF administration.

Loan Review Committee

The City Council has appointed a Loan Review Committee (LRC), consisting of both cooperative and community leaders, to review all RLF loan applications. The LRC will perform necessary credit analysis and due diligence in order to make a written recommendation to the City Council, which has final authority regarding all actions of the RLF. The LRC will meet on an as needed basis under the terms of the application procedures listed below.

The LRC serves on a volunteer basis. The LRC will have a minimum of 3 members and a maximum of 7 members. If a member of the LRC has a financial interest in the project being reviewed, he/she will abstain from the loan review/recommendation to the City Council. Members of the LRC will be appointed by the Mayor and confirmed by the City Council.

The LRC members were chosen, in part, because of their experience with lending and/or economic and community development projects. Initial members of the LRC are:

| | <u>Name</u> | <u>Company</u> | <u>Title</u> |
|----|--------------------|----------------------|-------------------------------|
| 1. | Galen Wisner | Midwest Land Company | Real Estate Agent |
| 2. | Angela Fredrickson | Wayne State College | VP – Administration & Finance |
| 3. | Brandon Mainquist | Elkhorn Valley Bank | Ag Lender |

A current and up to date roster of the members of the LRC will be attached to this Rural Development Plan as new members are appointed. These committee appointments do not reflect an amendment to the RLF Plan and therefore do not have to be approved by USDA.

REVOLVING LOAN FUND GUIDELINES:

Initial Loan

The initial loan of "Federal Funds" can be made to eligible entities for qualifying community development or community facility projects in rural areas of the State of Nebraska.

Eligible entities for initial funds include: non-profit organizations, public bodies, or Federally-recognized Indian Tribes.

Qualifying projects include community development or community facility projects which correspond to one or more of the following targets:

- Create or save employment; are open to and serve all rural residents; and are owned by the ultimate recipient of funds.
- Business Incubators.
- Facilities and equipment which provide education and training to residents of rural areas which will facilitate economic development.
- Facilities and equipment to provide medical care to residents of rural areas.

- Projects that utilize advanced telecommunications or computer networks to facilitate medical or education services or job training.
- Project feasibility studies and technical assistance.

Interest Rate: The initial loan of the Federal Funds will be made at zero percent.

Administration Fee: An annual loan servicing fee of up to 1% of the unpaid principal loan balance may be charged for loan administration.

Subsequent Loans / Revolved RLF Funds:

In general, eligible projects for subsequent loans can include any business venture, governmental public body, or non-profit entity involved in a community or economic development project that creates or saves jobs and/or provides needed community facilities that benefit rural areas in the State of Nebraska.

Eligible Applicants include:

- Corporations
- Limited Liability Companies
- Partnerships
- Sole Proprietorships
- Cooperatives
- Nonprofit Entities
- Governmental Units, including: Local Townships, Municipalities, County Government, Regional Authorities, School Districts, and City or County Hospitals
- Federally-recognized Tribal Authorities

Application projects must create or retain employment or provide needed community facilities and services such as:

- Industrial/Commercial Development
- Small Business Expansion or Startup
- Business Incubators
- Community Infrastructure
- Community Facilities
- Medical Facilities
- Training/Educational Facilities
- Tourism

Loan Purposes

Uses of RLF loan proceeds may be for land, buildings, manufacturing machinery and equipment, office and work equipment or infrastructure improvements. Working capital loans will only be considered in conjunction with the purchase of other assets as previously specified.

In-Eligible Uses of RLF Funding:

- Refinancing of existing debt, or payment to business owners or partners;
- Projects without any supplemental financing;
- Activities determined to be for investment purposes;
- General improvement loans related to normal replacement needs of a business and unrelated to business expansion/job creation;
- Projects that would result in the transfer of existing employment or business activity more than 25 miles from its existing location;
- Agricultural production except where the project is a farmer-owned cooperative or similar, and the agriculture production is part of an integrated

business that processes the agriculture products, and the agriculture production portion of the loan will not exceed 50% of the loan amount;

- Projects that are primarily working capital with limited security;
- Construction projects of an individual residential nature;
- Vehicles used for general purposes or that may be considered for personal use;
- Illegal activities and legalized activities (e.g. gambling casinos) that in the opinion of the City Council adversely affect RLF interests;
- Projects in which any director, officer, general manager, or supervisory employee of the City, or close relative thereof, has a financial interest; projects in which any subsidiary or affiliated organization of City has a financial interest; or projects which, based on the judgment of the Council, would create a conflict of interest, potential for conflict of interest, or any appearance of a conflict of interest.

Minimum / Maximum Loan Amounts

The minimum RLF loan will be \$25,000 and the maximum RLF Loan will be the total amount of funds available in the RLF.

Supplemental Financing Requirements

RLF projects must include a minimum of 50% funding from other sources. Leveraging outside resources will enhance the RLF loan request.

Interest Rate

Interest rates on all subsequent RLF loans will be fixed and negotiated on an individual basis; usually one-half the rate of the lending rate for the project at a traditional banking source. Interest earned on any RLF loan must stay in the fund for use in making additional RLF loans.

Administration Fee

In addition to the interest rate charged, an annual loan servicing fee of up to 1% of the unpaid principal loan balance may be charged for loan administration. However, this fee must be specified in the Loan Agreement signed at closing.

Closing Costs / “Out of Pocket” Expenses

The RLF may charge loan recipients for loan closing costs, attorney’s fees, filing fees, etc., as necessary to complete loan documentation. All loan fees will be addressed in the Loan Agreement between the RLF and the loan recipient.

Loan Terms

The term of an RLF loan shall not exceed 10 years. While not mandatory requirements, the following maturities will be used as a general guideline:

| | |
|-------------------------|--------------|
| Building or Real Estate | 10 Years |
| Equipment | 2 to 7 Years |

Security / Collateral

The City will obtain security that is adequate for the term of the loan. The nature of the collateral pledged shall be determined by the LRC on a project-by-project basis. If the same collateral is used in joint financing, the RLF will seek a parity position with other lenders. Types of security may include:

- Mortgage Lien on Real Property
- Machinery and equipment which have a developed market;
- Letter(s) of credit from acceptable financial institution(s);
- Securities issued by the Federal government or its agencies.

The loan recipient will be required to maintain fire insurance, and flood insurance if necessary, on secured assets. In some cases, life insurance may be required with the RLF as loss payee.

Personal guarantees from partners, directors or majority stockholders may be required for all corporate or partnership borrowings.

APPLICATION PROCEDURES:

All applicants for RLF funding will be required to complete an application form and provide a corresponding business plan with verifiable data which demonstrates that their proposed projects are economically feasible, sustainable, and will provide benefits to rural areas, either through job creation or infrastructure improvements. A copy of the application which includes a list of supporting information is attached to this plan.

1. Applications will be accepted for review when the RLF has a minimum balance of \$25,000.
2. Applications will be accepted at the City Economic Development office (108 W 3rd Street) during normal business hours.
3. The Director of Economic Development of the City will review applications for completeness and present complete applications to the LRC. An application is not considered complete until all required information has been submitted to City staff as listed on the attached application.
4. The LRC will analyze each project and make a written recommendation to the City Council.
5. The City Council will review RLF applications at their scheduled meetings.
6. The City Council shall have final authority to approve or deny RLF loan requests, and to determine appropriate terms and conditions.
7. For approved loans, a loan agreement addressing all of the terms and conditions, including monitoring procedures, repayments, delinquencies, defaults and remedies for that project will be prepared by the City Attorney. In addition, the City shall have prepared all notes, mortgages, security agreements, UCC filings and other legal documents necessary to close the loan. The City will use appropriate note, mortgage, and other forms which are approved by the State of Nebraska Bar Association.
8. Before RLF funds can be disbursed to the loan recipient, all requirements and terms of the loan agreement must be met and supplemental financing must already be contributed or verified ready to contribute to the project.

Review Criteria

The basis for determining the eligibility, loan amount, interest rate, and terms and conditions of a revolving loan fund request, and general RLF operational procedures, are as follows:

The LRC and the City Council will consider the financial need of the project, the probability of success, the security offered, and the overall benefits of the project to rural areas, including the number of jobs to be created or retained, diversification of the economy, the extent of the upgrading of the skills of the rural workforce, the quality of the

jobs in terms of pay scale and benefit package, and, for community development projects, improvements to the community infrastructure, facilities, and/or acquisition of equipment that improves the education, health, safety, and/or medical care of rural residents.

Loan Monitoring

The City shall monitor all RLF loans to ensure that loan proceeds are spent as identified in the RLF application, that all other sources of financing have been committed to the project, and that the benefits of the project, such as job creation, are accomplished as stated in the RLF application. The City shall ensure that RLF lien positions and loan collateral are secure.

This loan monitoring will require regular reporting by the loan recipient. The City may conduct periodic site visits to meet with the loan recipient, verify collateral and collect any information as required. The City reserves the right to require additional information if it is determined to be in the best interest of the RLF.

An annual report of the outstanding loans of the RLF will be compiled by the City for presentation to the City Council.

Collection Procedures

The City is charged with the responsibility for loan collections and related workouts, collection of charged-off loans, management and disposal of other real estate owned and any other activities related to delinquent accounts.

As part of this responsibility, the City shall have authority to initiate foreclosures, and collection suits after consultation with the City's legal counsel. City staff will advise the City Council of such action at their next regular meeting.

1. Past due notices will be generated and sent to the loan recipient according to the following schedule:
 - First notice sent on the 10th day after a note or payment is due.
 - Second notice sent on the 20th day after a note or payment is due.
2. If the delinquent account becomes 30 days delinquent, City staff will make phone contact with the loan recipient to inquire about the situation and arrange appropriate corrective action.
 - As a prudent lender and at the City Council's discretion, a one-time corrective action/workout of a delinquent account is permitted. As part of the workout, loan terms may be modified by deferral, reamortization and/or balloon payments. However, the term of the modified loan can not exceed a 10-year period from the date of the original loan closing.
3. If the delinquent account is not taking steps to cure default and the account becomes 60 days delinquent, a written 30-day Notice to Cure will be issued and sent to the loan recipient via certified, first class mail with a return receipt requested.
4. If the delinquent account does not respond to the Notice to Cure by paying the amount stated in the cure notice, the file will be forwarded to the City's legal counsel to start foreclosure actions.
 - As mentioned earlier, up to 10% of Rural Development Grant funds may be applied toward operating expenses of the RLF over the life of the fund. Operating expenses include the costs of administering the RLF and technical assistance provided to loan recipients by independent providers. Under the authority of this

section, costs of administering the RLF includes any costs related to collections and/or foreclosure of a delinquent account.

- The City will maintain an aggregated total of any and all related collections/foreclosure costs which are charged against this 10% allowance.

File Retention

All RLF files will be retained for a period of not less than 3 full years after the loan has been paid in full. After 3 years, the files will be destroyed by shredding or incineration. Files will be secured in a locked, safe place and access will be limited to City staff with RLF responsibilities. Other security measures will be initiated as needed to protect confidentiality of loan documents.

PLAN APPROVAL & ADOPTION:

After review and official action, this RLF Plan is adopted by the City of Wayne on December 19, 2023.

City Clerk

RESOLUTION NO. 2023-87

WHEREAS, the City of Wayne desires to amend Resolution No. 2023-18 a standard wage and salary schedule which was effective February 20, 2023;

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 25, 2023**

NON-EXEMPT WAGE SCHEDULE

| <u>JOB CLASSIFICATION</u> | <u>HOURLY RANGE</u> |
|---|---|
| Part-Time Employees | 11.25 - 15.12 12.00 - 16.13 |
| Senior Center Activities/Kitchen Aide | 11.25 - 15.12 12.00 - 16.13 |
| Library Aide | 12.00 - 16.13 |
| Lifeguards | 11.25 - 15.12 12.00 - 16.13 |
| Senior Center Operations Assistant | 11.25 - 15.12 12.00 - 16.13 |
| Recreation – Leisure Services Assistant | 12.00 - 16.13 12.48 - 16.77 |
| Assistant Pool Manager | 13.93 - 18.72 14.49 - 19.47 |
| Assistant Librarian I | 14.08 - 18.92 14.64 - 19.68 |
| Custodian | 14.35 - 19.29 14.92 - 20.06 |
| Transit Driver/Sr. Center Dispatch | 14.57 - 19.58 15.15 - 20.36 |
| Pool Manager | 15.69 - 21.09 16.32 - 21.93 |
| Park & Recreation Laborer | 17.04 - 22.90 17.72 - 23.82 |

| | | | |
|--|------------------|---|------------------|
| Administrative Assistant | 17.13 | - | 23.02 |
| | 17.82 | - | 23.94 |
| Senior Center Cook | 17.20 | - | 23.12 |
| | 17.89 | - | 24.04 |
| Librarian 1 – Youth Services | 17.58 | - | 23.63 |
| | 18.28 | - | 24.57 |
| Librarian 1 – Public Relations/Adult Programming | 17.58 | - | 23.63 |
| | 18.28 | - | 24.57 |
| Water/Sewer Operator I | 17.96 | - | 24.14 |
| | 18.68 | - | 25.10 |
| Dispatcher | 18.10 | - | 24.32 |
| | 18.82 | - | 25.30 |
| Accounting Clerk II | 18.33 | - | 24.63 |
| | 19.06 | - | 25.62 |
| Accountant/Assistant Treasurer | 18.33 | - | 24.63 |
| | 19.06 | - | 25.62 |
| Street Maintenance Worker I | 18.60 | - | 25.00 |
| | 19.34 | - | 26.00 |
| Dispatch Supervisor | 19.29 | - | 25.92 |
| | 20.06 | - | 26.96 |
| Street Maintenance Worker II | 19.91 | - | 26.76 |
| | 20.71 | - | 27.83 |
| Water/Wastewater Operator II | 20.33 | - | 27.32 |
| | 21.14 | - | 28.41 |
| WAED Marketing & Tourism Coordinator | 21.85 | - | 29.37 |
| Apprentice Lineman | 12.06 | - | 29.65 |
| | 22.94 | - | 30.83 |
| Street Foreman | 22.33 | - | 30.01 |
| Street Maintenance Worker III | 23.22 | - | 31.21 |
| Water/Wastewater Operator III | 22.79 | - | 30.63 |
| | 23.70 | - | 31.85 |
| Power Plant Mechanic/Operator I | 22.95 | - | 30.84 |
| | 23.87 | - | 32.08 |

| | | | |
|--|------------------|---|------------------|
| Recreation Services Coordinator | 23.36 | - | 31.39 |
| | 24.29 | - | 32.65 |
| Patrolman | 23.88 | - | 32.09 |
| | 24.84 | - | 33.38 |
| Park Supervisor | 24.45 | - | 32.86 |
| | 25.43 | - | 34.17 |
| Mechanic | 24.57 | - | 33.02 |
| | 25.55 | - | 34.34 |
| City Inspector | 25.00 | - | 33.60 |
| | 26.00 | - | 34.94 |
| WAED Director of Housing Development & Wayne -Community Housing Development Corporation | 26.26 | - | 35.29 |
| WAED Director of Membership Services & Events | 26.26 | - | 35.29 |
| Street Supervisor | 25.56 | - | 34.35 |
| | 26.58 | - | 35.72 |
| Water/Wastewater Foreman | 26.36 | - | 35.43 |
| | 27.41 | - | 36.84 |
| Power Plant Mechanic/Operator II | 26.80 | - | 36.02 |
| | 27.87 | - | 37.46 |
| Police Sergeant | 27.01 | - | 36.30 |
| | 28.09 | - | 37.75 |
| Lineman 2 nd Class | 27.16 | - | 36.50 |
| | 28.25 | - | 37.96 |
| Technology Support Specialist | 27.28 | - | 36.66 |
| | 28.37 | - | 38.13 |
| Lineman 1 st Class | 29.81 | - | 40.06 |
| | 31.00 | - | 41.66 |
| Line Foreman | 32.53 | - | 43.72 |
| | 33.83 | - | 45.47 |

EXEMPT SALARY SCHEDULE

JOB CLASSIFICATION

| | |
|--|--|
| City Administrator | 59.36 - 65.69 61.73 - 68.32 |
| City Clerk | 33.75 - 44.04 35.10 - 45.80 |
| Electric Superintendent – Production | 36.90 - 46.27 38.38 - 48.12 |
| Electric Superintendent - Distribution | 35.78 - 46.47 37.21 - 48.33 |
| Finance Director | 34.75 - 45.34 36.14 - 47.15 |
| Library Director | 27.85 - 34.39 28.96 - 35.77 |
| Parks & Recreation Director | 31.78 - 40.39 33.05 - 42.01 |
| Police Chief | 37.89 - 48.28 39.41 - 50.21 |
| Sr. Citizens Center Coordinator | 21.50 - 31.50 22.36 - 32.76 |
| Street and Planning Director | 32.94 - 42.99 34.26 - 44.71 |
| Water/Wastewater Superintendent | 30.05 - 39.92 31.25 - 41.52 |
| Economic Development Director | 35.81 - 41.18 37.24 - 42.83 |
| 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 19th day of December, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

CITY OF WAYNE 2024 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 | \$ 12.00 | \$ 12.36 | \$ 12.73 | \$ 13.11 | \$ 13.51 | \$ 13.91 | \$ 14.33 | \$ 14.76 | \$ 15.20 | \$ 15.66 | \$ 16.13 |
| Senior Center Activities/Kitchen Aide | \$ 12.00 | \$ 12.36 | \$ 12.73 | \$ 13.11 | \$ 13.51 | \$ 13.91 | \$ 14.33 | \$ 14.76 | \$ 15.20 | \$ 15.66 | \$ 16.13 |
| Library Aide | \$ 12.00 | \$ 12.36 | \$ 12.73 | \$ 13.11 | \$ 13.51 | \$ 13.91 | \$ 14.33 | \$ 14.76 | \$ 15.20 | \$ 15.66 | \$ 16.13 |
| Life Guards | \$ 12.00 | \$ 12.36 | \$ 12.73 | \$ 13.11 | \$ 13.51 | \$ 13.91 | \$ 14.33 | \$ 14.76 | \$ 15.20 | \$ 15.66 | \$ 16.13 |
| Senior Center Operations Asst. Recreation/Leisure Services | \$ 12.00 | \$ 12.36 | \$ 12.73 | \$ 13.11 | \$ 13.51 | \$ 13.91 | \$ 14.33 | \$ 14.76 | \$ 15.20 | \$ 15.66 | \$ 16.13 |
| Assistant | \$ 12.48 | \$ 12.85 | \$ 13.24 | \$ 13.64 | \$ 14.05 | \$ 14.47 | \$ 14.90 | \$ 15.35 | \$ 15.81 | \$ 16.28 | \$ 16.77 |
| Assistant Pool Manager | \$ 14.49 | \$ 14.92 | \$ 15.37 | \$ 15.83 | \$ 16.31 | \$ 16.79 | \$ 17.30 | \$ 17.82 | \$ 18.35 | \$ 18.90 | \$ 19.47 |
| Assistant Librarian 1 | \$ 14.64 | \$ 15.08 | \$ 15.53 | \$ 16.00 | \$ 16.48 | \$ 16.98 | \$ 17.48 | \$ 18.01 | \$ 18.55 | \$ 19.11 | \$ 19.68 |
| Custodian | \$ 14.92 | \$ 15.37 | \$ 15.83 | \$ 16.31 | \$ 16.80 | \$ 17.30 | \$ 17.82 | \$ 18.35 | \$ 18.91 | \$ 19.47 | \$ 20.06 |
| Transit Driver/Sr. Center Dispatch | \$ 15.15 | \$ 15.61 | \$ 16.08 | \$ 16.56 | \$ 17.05 | \$ 17.57 | \$ 18.09 | \$ 18.64 | \$ 19.20 | \$ 19.77 | \$ 20.36 |
| Pool Manager | \$ 16.32 | \$ 16.81 | \$ 17.31 | \$ 17.83 | \$ 18.37 | \$ 18.92 | \$ 19.48 | \$ 20.07 | \$ 20.67 | \$ 21.29 | \$ 21.93 |
| Park & Recreation Laborer | \$ 17.72 | \$ 18.25 | \$ 18.80 | \$ 19.36 | \$ 19.95 | \$ 20.54 | \$ 21.16 | \$ 21.80 | \$ 22.45 | \$ 23.12 | \$ 23.82 |
| Administrative Assistant | \$ 17.82 | \$ 18.35 | \$ 18.90 | \$ 19.47 | \$ 20.05 | \$ 20.65 | \$ 21.27 | \$ 21.91 | \$ 22.57 | \$ 23.24 | \$ 23.94 |
| Senior Center Cook | \$ 17.89 | \$ 18.42 | \$ 18.98 | \$ 19.55 | \$ 20.13 | \$ 20.74 | \$ 21.36 | \$ 22.00 | \$ 22.66 | \$ 23.34 | \$ 24.04 |
| Librarian 1 - Youth Services | \$ 18.28 | \$ 18.83 | \$ 19.40 | \$ 19.98 | \$ 20.58 | \$ 21.20 | \$ 21.83 | \$ 22.49 | \$ 23.16 | \$ 23.86 | \$ 24.57 |
| Librarian 1 - Public Relations/Adult Programming | \$ 18.28 | \$ 18.83 | \$ 19.40 | \$ 19.98 | \$ 20.58 | \$ 21.20 | \$ 21.83 | \$ 22.49 | \$ 23.16 | \$ 23.86 | \$ 24.57 |
| Water/Sewer Operator I | \$ 18.68 | \$ 19.24 | \$ 19.82 | \$ 20.41 | \$ 21.02 | \$ 21.65 | \$ 22.30 | \$ 22.97 | \$ 23.66 | \$ 24.37 | \$ 25.10 |
| Dispatcher | \$ 18.82 | \$ 19.39 | \$ 19.97 | \$ 20.57 | \$ 21.19 | \$ 21.82 | \$ 22.48 | \$ 23.15 | \$ 23.85 | \$ 24.56 | \$ 25.30 |
| Accounting Clerk II | \$ 19.06 | \$ 19.64 | \$ 20.22 | \$ 20.83 | \$ 21.46 | \$ 22.10 | \$ 22.76 | \$ 23.45 | \$ 24.15 | \$ 24.87 | \$ 25.62 |
| Accountant/Assistant Treasurer | \$ 19.06 | \$ 19.64 | \$ 20.22 | \$ 20.83 | \$ 21.46 | \$ 22.10 | \$ 22.76 | \$ 23.45 | \$ 24.15 | \$ 24.87 | \$ 25.62 |
| Street Maintenance Worker I | \$ 19.34 | \$ 19.92 | \$ 20.52 | \$ 21.14 | \$ 21.77 | \$ 22.42 | \$ 23.10 | \$ 23.79 | \$ 24.50 | \$ 25.24 | \$ 26.00 |
| Dispatch Supervisor | \$ 20.06 | \$ 20.66 | \$ 21.28 | \$ 21.92 | \$ 22.58 | \$ 23.26 | \$ 23.95 | \$ 24.67 | \$ 25.41 | \$ 26.18 | \$ 26.96 |
| Street Maintenance Worker II | \$ 20.71 | \$ 21.33 | \$ 21.97 | \$ 22.63 | \$ 23.31 | \$ 24.00 | \$ 24.72 | \$ 25.47 | \$ 26.23 | \$ 27.02 | \$ 27.83 |
| Water/Wastewater Operator II | \$ 21.14 | \$ 21.78 | \$ 22.43 | \$ 23.10 | \$ 23.80 | \$ 24.51 | \$ 25.25 | \$ 26.00 | \$ 26.78 | \$ 27.59 | \$ 28.41 |
| WAED Marketing & Tourism Coordinator | \$ 21.85 | \$ 22.51 | \$ 23.18 | \$ 23.88 | \$ 24.59 | \$ 25.33 | \$ 26.09 | \$ 26.87 | \$ 27.68 | \$ 28.51 | \$ 29.37 |
| Apprentice Lineman | \$ 22.94 | \$ 23.63 | \$ 24.34 | \$ 25.07 | \$ 25.82 | \$ 26.60 | \$ 27.39 | \$ 28.22 | \$ 29.06 | \$ 29.93 | \$ 30.83 |
| Street Maintenance Worker III | \$ 23.22 | \$ 23.92 | \$ 24.64 | \$ 25.38 | \$ 26.14 | \$ 26.92 | \$ 27.73 | \$ 28.56 | \$ 29.42 | \$ 30.30 | \$ 31.21 |
| Water/Wastewater Operator III | \$ 23.70 | \$ 24.41 | \$ 25.15 | \$ 25.90 | \$ 26.68 | \$ 27.48 | \$ 28.30 | \$ 29.15 | \$ 30.02 | \$ 30.93 | \$ 31.85 |
| Power Plant Mechanic/Operator I | \$ 23.87 | \$ 24.58 | \$ 25.32 | \$ 26.08 | \$ 26.86 | \$ 27.67 | \$ 28.50 | \$ 29.35 | \$ 30.24 | \$ 31.14 | \$ 32.08 |
| Recreation Services Coordinator | \$ 24.29 | \$ 25.02 | \$ 25.77 | \$ 26.55 | \$ 27.34 | \$ 28.16 | \$ 29.01 | \$ 29.88 | \$ 30.78 | \$ 31.70 | \$ 32.65 |
| Patrolman | \$ 24.84 | \$ 25.58 | \$ 26.35 | \$ 27.14 | \$ 27.95 | \$ 28.79 | \$ 29.65 | \$ 30.54 | \$ 31.46 | \$ 32.40 | \$ 33.38 |
| Park Supervisor | \$ 25.43 | \$ 26.19 | \$ 26.98 | \$ 27.79 | \$ 28.62 | \$ 29.48 | \$ 30.36 | \$ 31.27 | \$ 32.21 | \$ 33.18 | \$ 34.17 |
| Mechanic | \$ 25.55 | \$ 26.32 | \$ 27.11 | \$ 27.92 | \$ 28.76 | \$ 29.62 | \$ 30.51 | \$ 31.43 | \$ 32.37 | \$ 33.34 | \$ 34.34 |
| City Inspector | \$ 26.00 | \$ 26.78 | \$ 27.58 | \$ 28.41 | \$ 29.26 | \$ 30.14 | \$ 31.05 | \$ 31.98 | \$ 32.94 | \$ 33.92 | \$ 34.94 |
| WAED Director of Housing Development & Wayne Community Housing Development Corporation | \$ 26.26 | \$ 27.05 | \$ 27.86 | \$ 28.70 | \$ 29.56 | \$ 30.44 | \$ 31.36 | \$ 32.30 | \$ 33.27 | \$ 34.26 | \$ 35.29 |
| WAED Director of Membership Services & Events | \$ 26.26 | \$ 27.05 | \$ 27.86 | \$ 28.70 | \$ 29.56 | \$ 30.44 | \$ 31.36 | \$ 32.30 | \$ 33.27 | \$ 34.26 | \$ 35.29 |
| Street Supervisor | \$ 26.58 | \$ 27.38 | \$ 28.20 | \$ 29.05 | \$ 29.92 | \$ 30.82 | \$ 31.74 | \$ 32.69 | \$ 33.67 | \$ 34.68 | \$ 35.72 |
| Water/Wastewater Foreman | \$ 27.41 | \$ 28.24 | \$ 29.08 | \$ 29.96 | \$ 30.86 | \$ 31.78 | \$ 32.73 | \$ 33.72 | \$ 34.73 | \$ 35.77 | \$ 36.84 |

| | | | | | | | | | | | |
|----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Power Plant Mechanic/Operator II | \$ 27.87 | \$ 28.71 | \$ 29.57 | \$ 30.46 | \$ 31.37 | \$ 32.31 | \$ 33.28 | \$ 34.28 | \$ 35.31 | \$ 36.37 | \$ 37.46 |
| Police Sergeant | \$ 28.09 | \$ 28.93 | \$ 29.80 | \$ 30.70 | \$ 31.62 | \$ 32.56 | \$ 33.54 | \$ 34.55 | \$ 35.58 | \$ 36.65 | \$ 37.75 |
| Lineman 2nd Class | \$ 28.25 | \$ 29.09 | \$ 29.97 | \$ 30.87 | \$ 31.79 | \$ 32.75 | \$ 33.73 | \$ 34.74 | \$ 35.78 | \$ 36.86 | \$ 37.96 |
| Technology Support Specialist | \$ 28.37 | \$ 29.22 | \$ 30.10 | \$ 31.00 | \$ 31.93 | \$ 32.89 | \$ 33.88 | \$ 34.89 | \$ 35.94 | \$ 37.02 | \$ 38.13 |
| Lineman 1st Class | \$ 31.00 | \$ 31.93 | \$ 32.89 | \$ 33.88 | \$ 34.89 | \$ 35.94 | \$ 37.02 | \$ 38.13 | \$ 39.27 | \$ 40.45 | \$ 41.66 |
| Line Foreman | \$ 33.83 | \$ 34.85 | \$ 35.89 | \$ 36.97 | \$ 38.08 | \$ 39.22 | \$ 40.40 | \$ 41.61 | \$ 42.86 | \$ 44.14 | \$ 45.47 |

| | Bottom Hourly Rate | Top Hourly Rate |
|--|--------------------------|-----------------------|
| City Administrator | \$ 61.73 | \$ 68.32 |
| City Clerk | \$ 35.10 | \$ 45.80 |
| Electric Superintendent - Production | \$ 38.38 | \$ 48.12 |
| Electric Superintendent - Distribution | \$ 37.21 | \$ 48.33 |
| Finance Director | \$ 36.14 | \$ 47.15 |
| Library Director | \$ 28.96 | \$ 35.77 |
| Parks and Recreation Director | \$ 33.05 | \$ 42.01 |
| Police Chief | \$ 39.41 | \$ 50.21 |
| Senior Citizens Center Coordinator | \$ 22.36 | \$ 32.76 |
| Street and Planning Director | \$ 34.26 | \$ 44.71 |
| Water/Wastewater Superintendent | \$ 31.25 | \$ 41.52 |
| Economic Development Director | \$ 37.24 | \$ 42.83 |

RESOLUTION NO. 2023-88

A RESOLUTION AMENDING SECTION 13.7 EMPLOYEES EXEMPT FROM OVERTIME 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 13.7 of the Manual, there is a need to revise the same to include the new position of "Economic Development Director;" and

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

1. The amendment to the Personnel Manual relating to employees exempt from overtime, as set out in the attached Exhibit "A," is hereby approved.
2. The effective date of the amendment set out in Exhibit "A" shall be effective as of the passage of this Resolution.

PASSED AND APPROVED this 19th day of December, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Sec. 13.7 Employees Exempt from Overtime

The following employee position classifications are exempt from overtime:

| <u>POSITION CLASSIFICATION</u> | <u>CATEGORY OF EXEMPTION</u> |
|---|------------------------------|
| City Administrator | Executive |
| City Clerk | Executive |
| Finance Director | Executive |
| Chief of Police | Executive |
| Senior Citizens Center Coordinator | Executive |
| Library Director | Executive |
| Park and Recreation Director | Executive |
| Superintendent of Electric Production | Executive |
| Superintendent of Electric Distribution | Executive |
| Street and Planning Director | Executive |
| Water/Wastewater Superintendent | Executive |
| Economic Development Director | Executive |

RESOLUTION NO. 2023-89

A RESOLUTION APPROVING THE APPOINTMENT OF AMY K. MILLER AS CITY ATTORNEY FOR 2024 AND HER RETAINER AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, is desirous of appointing Amy K. Miller, Attorney, as the City Attorney for 2024; and

WHEREAS, the City of Wayne and Amy K. Miller have agreed to the terms on the proposed Retainer Agreement, a copy of which is attached hereto and incorporated herein by reference.

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

1. Amy K. Miller, Attorney, is appointed City Attorney for 2024;
2. The attached Retainer Agreement is hereby approved and adopted; and
3. The parties thereto are directed to execute said Retainer Agreement.

PASSED AND APPROVED this 19th day of December, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RETAINER AGREEMENT

This agreement is made this 19th day of December, 2023, by and between **The City of Wayne** (hereinafter referred to as the client), and **Amy K. Miller**, (hereinafter referred to as the attorney). In exchange of the mutual covenants contained herein, the parties hereto agree to the following:

1. **Legal representation**: The client hereby agrees to engage the attorney to represent the client in all matters in which the client may desire or require legal representation or in such other matters as the client may desire or require assistance from the attorneys. The attorneys agree to accept this representation subject to this retainer agreement and to perform all of the duties required hereunder. This agreement shall run for one year and may be renewable each year thereafter, subject to the terms and provisions of the Nebraska Code of Professional Responsibility.

2. **Services to be rendered**: Under the terms of this agreement, the attorneys shall perform all of the functions within the services described in paragraph one above in consideration of a monthly retainer payment in the amount of **\$5,416.67**. In exchange for the monthly retainer payment, the attorney shall provide the following services at no additional charge:

- A. Write and issue letters;
- B. Answer any and all telephone or E-mail questions of the mayor, administrator, council, various boards and committees, and/or city employees;
- C. Research of Nebraska state law and applicable regulations that relate to the operation of the client;
- D. Attend city council meetings, CRA meetings, Planning Commission meetings, Problem Resolution Team meetings, and any other special meeting to which attorney's presence is requested;
- E. Review policies, codes, resolutions, and ordinances to be considered by the council;
- F. Prepare contracts and purchase agreements, and handle closings for the CRA as necessary;
- G. Prosecute city ordinance violations, including preparing Complaints and Petitions, reviewing reports, and appearing in court.

3. **Other legal services**: In addition to the matters covered by the retainer above, the client and attorney acknowledge that certain litigation or discovery matters may arise that require attorney to charge an hourly fee in addition to the monthly retainer agreement. In that event, attorney and client will meet in an attempt to reach an agreement for compensation on those matters. Attorney will not bill client for any services outside the retainer agreement without first consulting with client.

4. **Expense reimbursement:** The client shall reimburse the attorneys for most expenses including, but not limited to:

- A. Photocopy or postage expenses;
- B. Mileage at the maximum IRS rate at the time of travel;
- C. Court costs;
- D. Litigation expenses (ie: court reporters, experts, and witness fees);
- E. Service fees;
- F. Seminar travel, lodging, meals and registration costs.

5. **Conflicts:** The attorneys agree that they will not represent or provide legal services for any clients on any matters known to be in direct conflict with the interests of the client. If a conflict of interest arises between the client and any other party, the attorney may be required to withdraw as attorney for client pursuant to the Nebraska Code of Professional Responsibility and the client may seek legal counsel from any other attorney or law firm, at client's cost.

6. **Availability of Attorney:** Client and Attorney acknowledge there may be times when attorney is unable to attend a meeting due to illness, vacation, or other reason beyond attorney's control. In this instance, attorney will arrange for alternate counsel to be present in her absence, at attorney's cost.

7. **Termination:** The client may terminate this agreement for any reason it deems appropriate, subject to full payment of all fees and expenses hereunder. The client agrees and acknowledges that in the event of termination, the attorney shall not be responsible for or required to provide any services as of the date of termination. The attorney may terminate this agreement for any reason they deem appropriate without waiving rights to full payment of all fees and expenses due hereunder. Termination by either party shall not be effective until a letter stating that the agreement has been terminated is delivered to the other party.

8. **Modification:** Parties hereto agree that any of the terms and conditions hereunder may be modified at any time pursuant to negotiations between the parties and that in the event that an oral modification is reached, a memorandum, letter or other documentation of such modification, including authorized signatures from each party is attached to this agreement.

DATED this 19th day of December, 2023.

CITY OF WAYNE, A Municipal Corporation,

By _____
Cale Giese, Mayor

Amy K. Miller, Attorney at Law

RESOLUTION NO. 2023-90

A RESOLUTION APPROVING TASK ORDER AMENDMENT NO. 5 WITH DGR ENGINEERING FOR THE “PROPOSED GENERATION PLANT PROJECT.”

WHEREAS, the Wayne City Council, on March 1, 2016, appointed DGR Engineering as the special engineer on the City of Wayne Electric Distribution Projects; and

WHEREAS, DGR Engineering has prepared Task Order Amendment No. 5 to the Master Agreement for Professional Services for a project entitled: “Proposed Generation Plant Project.” and

WHEREAS, said additional engineering services for the preliminary services for this project is estimated to be \$13,500.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Task Order Amendment No. 5 between the City of Wayne and DGR Engineering is hereby approved for the “Proposed Generation Plant Project.”

PASSED AND APPROVED this 19th day of December, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**EXHIBIT A
TASK ORDER**

Task Order No. 05 Effective Date: _____

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: City of Wayne, NE (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 29th day of January, 2016.

TASK ORDER PROJECT NAME: Proposed Generation Plant

TASK ORDER PROJECT DESCRIPTION: The project consists of adding generation to the proposed substation site on the northeast part of Wayne. As part of this potential project, the City of Wayne may pursue a partnership with Northeast Power to own and / or operate the generation assets. Preliminary discussions with the City of Wayne and Northeast Power are leading us to consider a combination of generator units to make up a 20 MW and 40 MW power plant.

This Task Order will be amended by mutual agreement to accommodate the final project scope established in this preliminary phase of the project.

DGR CONTACT PERSON: Paul Davis, Project Manager

CLIENT CONTACT PERSON: Wes Blecke, City Administrator

SCOPE OF WORK:

Preliminary Phase:

- Prepare an electrical one-line diagram for the potential project.
- Prepare generation site layout and grading options, while considering the interconnection into the substation facilities.
- Develop a schedule for the project including major material procurement, air permitting, engineering, construction, equipment installation, and commissioning.
- Assemble and summarize the findings and recommendations, including opinions of probable cost.

Design Phase: TBD and amended

Bidding Phase: TBD and amended

Construction Phase: TBD and amended

Final Phase: TBD and amended

FEE ARRANGEMENT:

The fee structure for this project is shown below:

| <u>Task</u> | <u>Fee Type</u> | <u>Fee</u> |
|--------------|------------------|-----------------|
| Preliminary | Estimated Hourly | \$13,500 |
| Design | Lump Sum | TBD |
| Bidding | Lump Sum | TBD |
| Construction | Estimated Hourly | TBD |
| Final | Estimated Hourly | TBD |
| | Total | <u>\$13,500</u> |

The other portions of the contract will be amended after the preliminary portion of the project is complete.

All “Lump Sum” work is inclusive of personnel, subsistence, travel, computer, and other costs, and will not be exceeded.

All “Hourly” work will be billed at the then-current Hourly Fee Schedule. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); and subsistence costs if overnight stays are required (food and lodging). The fee amounts shown above include an estimate of these expenses.

The current DGR Engineering 2024 Hourly Fee Schedule is attached as Appendix I.

SPECIAL TERMS AND CONDITIONS: None.

City of Wayne, NE
(Client)

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: Vice President
(Authorized signature and Title)

Address: _____

Address: 1302 South Union Street

City: _____

City: Rock Rapids, IA 51246

Date: _____

Date: _____

DGR ENGINEERING

JANUARY 2024

HOURLY FEE SCHEDULE A

| Personnel Grade | Engineer Hourly Rate | Technician Hourly Rate | Administrative Hourly Rate |
|-----------------|----------------------|------------------------|----------------------------|
| 01 | \$126 | \$75 | \$75 |
| 02 | \$134 | \$80 | \$80 |
| 03 | \$142 | \$85 | \$85 |
| 04 | \$152 | \$90 | \$90 |
| 05 | \$162 | \$95 | \$95 |
| 06 | \$172 | \$100 | \$102 |
| 07 | \$182 | \$106 | \$109 |
| 08 | \$193 | \$113 | \$117 |
| 09 | \$204 | \$120 | \$125 |
| 10 | \$216 | \$127 | \$135 |
| 11 | \$228 | \$135 | \$145 |
| 12 | \$241 | \$143 | \$155 |
| 13 | \$254 | \$151 | \$170 |
| 14 | \$264 | \$161 | \$200 |
| 15 | \$271 | \$172 | \$249 |

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.