

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
513 MAIN STREET
April 15, 2025**

1. [Call the Meeting to Order – 6:00 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 – April 1, 2025](#)
4. [Approval of Claims](#)
5. [Action on the request of the Cruise Main in Wayne Committee to allow food trucks to park/operate at the Riley’s property for Cruise Main in Wayne on the following dates: May 16th, June 20th, July 18th, August 15th, and September 19th](#)
6. [Action on the request of the Cruise Main in Wayne Committee to allow 5th Street to be closed \(one-half block\) for a live band performance on Friday, June 20, 2025, from 4:00 p.m. until Midnight](#)
7. Public Hearing: To consider the Planning Commission’s recommendation regarding the Final Plat of “Sawyer Addition” (Advertised time: 5:30 p.m.)
 - **Background: The Planning Commission held a public hearing on the Final Plat for of “Sawyer Addition” at their meeting on April 7, 2025. They recommended approval of the same with the Findings of Fact being consistency with the current and future land use maps, the Comprehensive Plan, and staff’s recommendation.**
8. [Resolution 2025-22: Approving the Final Plat of “Sawyer Addition”](#)
9. [Resolution 2025-23: Approving the “Sawyer Addition” Subdivision Agreement](#)
10. [Ordinance 2025-6: Rezoning Property from I-1 Light Industrial and Manufacturing to R-3 Residential \(Third and Final Reading\)](#)
11. [Resolution 2025-24: Approving a Mutual Aid Agreement between the City of Wayne Volunteer Fire Department and the Elkhorn Valley Mutual Aid Association](#)

Background: This is a renewal of our agreement to respond to other members’ emergency fire calls if there is a fire or disaster too big for the local firefighters to control. Under the

agreement, our firefighters are covered by our own insurance. The towns in the agreement agree to indemnify each other for damage that may occur during a response to another town.

12. [Resolution 2025-25: Accepting Bid and awarding contract on the “Well House and Municipal Well 2025-1 Project”](#)

Background: Four bids were received on April 10, 2025, for Group A – Test Well and Water Supply Well, and six bids for Group B – Well Building and Transmission Main for the “Wayne Well House and Municipal Well 2025-1 Project.” After review of the same, JEO Consulting Group, Inc., is recommending the projects be awarded to the low bidders:

- Group A – Test Well & Water Supply Well: Sargent Drilling, Geneva NE - \$299,474.38; and
- Group B – Well Building & Transmission Main: Otte Construction, Wayne NE - \$989,986.40.

13. [Resolution 2025-26: Approving plans and specifications for a 15 kV Switchgear and 69 kV Control Panel for the “Northeast Substation Project” and authorizing the City Clerk to advertise for bids](#)

14. [Resolution 2025-27: Approving plans and specifications for the “Prairie Park Phase 4 Project”](#)

15. Action to set date and time for Council Mini-Retreat – Tuesday, April 29, 2025, 5:30 p.m., at the Wayne Fire Hall

16. **Action to accept the resignation of Mayor Cale Giese effective April 28, 2025**

17. Adjourn

MINUTES
CITY COUNCIL MEETING
April 1, 2025

The Wayne City Council met in regular session at City Hall on April 1, 2025, 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 Austyn Houser, Parker Bolte, Dwaine Spieker, Brittany Webber, Clayton Bratcher, and Matt Eischeid; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Councilmembers Jason Karsky and Jill Brodersen.

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 proclaimed April 25, 2025, as "Arbor Day."

Councilmember Spieker made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of March 18, 2025, 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 Karsky and Brodersen 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: ACES, SE, 1161.39; AMERITAS, SE, 217.30; AMERITAS, SE, 35.00; AMERITAS, SE, 3861.38; AMERITAS, SE, 72.00; AMERITAS, SE, 120.13; APPEARA, SE, 124.48; ARDUSAR, SHARON, RE, 200.00; B & D SECURITIES, SU, 12335.36; BEIERMANN ELECTRIC, SE, 135.00;

BORDER STATES INDUSTRIES, SU, 619.15; BRADY WORLDWIDE, SU, 1966.09; BRUCKNER, BRIAN, RE, 500.00; CARHART LUMBER COMPANY, SU, 111.98; CARROT-TOP INDUSTRIES, SU, 625.42; CIRBA SOLUTIONS SERVICES, SU, 502.00; CITY OF WAYNE, PY, 126200.54; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DGR & ASSOCIATES, SE, 30820.50; DISCOUNT FURNITURE, SU, 5135.00; DUTTON-LAINSON COMPANY, SU, 344.92; EAKES OFFICE PLUS, SE, 158.77; EMBASSY SUITE, SE, 298.00; FAIRFIELD INN – KEARNEY, SE, 737.70; FASTWYRE, SE, 922.21; FLOOR MAINTENANCE, SU, 892.24; FREDRICKSON OIL, SU, 910.99; GROSSENBURG IMPLEMENT, SU, 470.30; HAMMER, MELISSA, RE, 150.00; HILAND DAIRY, SE, 112.58; HILAND DAIRY, SE, 102.69; HOLIDAY INN OF KEARNEY, SE, 749.70; ICMA, SE, 272.00; ICMA, SE, 214.81; ICMA, SE, 170.50; ICMA, SE, 572.26; ICMA, SE, 369.23; ICMA, SE, 270.84; ICMA, SE, 1286.94; ICMA, SE, 148.60; ICMA, SE, 617.03; ICMA, SE, 158.98; ICMA, SE, 11421.40; IRS, TX, 4952.62; IRS, TX, 14511.93; IRS, TX, 21176.32; JACK'S UNIFORMS, SU, 269.00; JEO CONSULTING GROUP, SE, 13310.67; LYLE'S GARAGE DOOR SERVICE, SU, 152.00; MARCO, SE, 265.02; MARCO TECHNOLOGIES, SE, 180.50; MARRIOTT HOTELS, SE, 977.00; METRO ELECTRIC, SE, 161.17; MOTOROLA SOLUTIONS, SU, 46942.38; NE DEPT OF REVENUE, TX, 6616.87; NE DEPT OF REVENUE-COMPLIANCE DIV, RE, 392.15; NE NEBRASKA VOLUNTEER FIREFIGHTERS ASSN, FE, 50.00; NIELSEN TREE FARM, FE, 2060.00; NORFOLK TRANSMISSION, SE, 736.49; NORTHEAST POWER, SE, 30712.14; NSVFA FIRE SCHOOL, FE, 1242.00; O'REILLY AUTOMOTIVE STORES, SU, 350.96; OVERHEAD DOOR, SE, 749.00; PREMIER BIOTECH, SE, 251.54; QUADIANT FINANCE USA, SU, 999.39; ROBERT WOehler & SONS, SE, 5882.50; SHARER, TIM, RE, 150.00; STADIUM SPORTING GOODS, SU, 150.00; STAPLES, SU, 130.42; STATE NEBRASKA BANK-PETTY CASH, RE, 112.85; VAN DIEST SUPPLY, SU, 218.94; VERIZON, SE, 674.83; WAYNE DIRT DEVILS, RE, 200.00; WISNER WEST, SU, 152.74; APPEARA, SE, 119.43; ASHLER PROPERTIES, RE, 500.00; ATCO INTERNATIONAL, SU, 155.60; BSN SPORTS, SU, 187.50; CARPENTER PAPER COMPANY, SU, 807.22; CITY EMPLOYEE, RE, 81.62; CITY EMPLOYEE, RE, 100.00; CITY EMPLOYEE, RE, 1189.26; CITY OF WAYNE, RE, 112.56; CORE & MAIN, SU, 1386.56; DEARBORN LIFE INSURANCE COMPANY, SE, 82.56; DEMCO, SU, 189.50; DUTTON-LAINSON COMPANY, SU, 310.09; FARMGIRL PRESS, SU, 16.00; GALE/CENGAGE LEARNING, SU, 53.28; GROSSENBURG IMPLEMENT, SU, 38.20; HOMETOWN LEASING, SE, 456.78; JEO CONSULTING GROUP, SE, 4,617.00; LINCOLN WINWATER WORKS, SU, 1469.11; MACRAE PRODUCTIONS, FE, 1000.00; MAIN STREET GARAGE, SE, 105.00; MIDWEST TAPE, SU, 16.99; MILLER LAW, SE, 6343.75; MUTUAL OF OMAHA, SE, 390.60; NDEE-FISCAL SERVICES, FE, 120.00; NE NOTARY ASSOC, FE, 160.45; NORTHEAST NE INS AGENCY, SE, 150817.50; O'REILLY AUTOMOTIVE STORES, SU, 19.81; OUR SAVIOR CHURCH, RE, 200.00; POSTMASTER, SU, 1216.42; SKARSHAUG TESTING LAB, SE, 311.41; STAN HOUSTON EQUIPMENT, SU, 2507.15; WESCO, SU, 9116.40

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

Sandy Brown, representing the Wayne Green Team, gave her yearly update/report on their recycling efforts. The Wayne Green Team was started 16 years ago by the City's then Mayor, Lois Shelton. They are a city-supported volunteer run organization focused on minimizing waste and increasing sustainability in our community. She noted that last year, they diverted 70,000 pounds of recyclable materials from the landfill, which covers electronics, glass, household hazardous waste, batteries, light

strings, inkjet cartridges, and markers, combined. Over half a million pounds of material was recycled in 2024. Trash increased 35% from 2023 to 2024, yet only increased 10% from 2022 to 2023. That is a 40% increase from 2023. They have hosted eleven electronic recycling events and eleven Earth Day Movies. She advised the Council of the upcoming events taking place in April.

Heather Headley, Library Director, gave her annual report.

Chris Fletcher, speaking on behalf of the "Friends of the Library," was present requesting Council consideration to waiving the rental fee for the use of the Freedom Park Shelter House on Sunday, August 17th, for a fundraiser (Tea Party).

After discussion, Councilmember Bolte made a motion, which was seconded by Councilmember Houser, approving the request of Chris Fletcher, on behalf of the "Friends of the Library," to waive the rental fee for the use of the Freedom Park Shelter House on Sunday, August 17th, for a fundraiser (Tea Party). Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Brodersen who were absent, the Mayor declared the motion carried.

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class B (Beer Off sale only) Liquor License for BP603, LLC, d/b/a "JB Mart," located at 603 Main Street.

Walter Aschoff, the new owner, was present to answer questions.

City Clerk McGuire had not received any comments for or against this public hearing.

There being no further comments, Mayor Giese closed the public hearing.

Councilmember Eischeid introduced Resolution No. 2025-20 and moved for its approval; Councilmember Spicker seconded.

RESOLUTION NO. 2025-20

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS B LIQUOR LICENSE — BP603, LLC, d/b/a "JB MART."

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

Administrator Blecke stated the following Resolution was received from the Department of Transportation regarding the 7th Street Trail Project. This is an agreement for occupying state right-of-way.

Councilmember Webber introduced Resolution No. 2025-21 and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2025-21

A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR AGREEMENT NO. XL22502, PROJECT NAME: CITY OF WAYNE BIKE/HIKE TRAIL ON HWY 35.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Brodersen 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 Review Committee met with Larry and Jeanie Lindsay and Daryl Lindsay from Wayne Auto Parts, which has a purchase agreement to buy the old Final Touch building from the City of Wayne. Wayne Auto Parts is requesting \$149,000 in WEDP Funds, with a repayment term of 10 years and an interest rate of 0%. They will utilize the WEDP Funds for business costs, such as building/property acquisition and inventory expansion.

To match their request of \$149,000 from the WEDP, Wayne Auto Parts has pledged the sale proceeds of their current building, \$196,000 for 117 S Main Street, along with matching funds of \$120,000 in business equity, which will be used to renovate the Final Touch building and add to their inventory. The total project is estimated to cost approximately \$465,000.

Following the meeting with Wayne Auto Parts, the Review Committee discussed the request for an LB840 RLF Loan of \$149,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Wayne Auto Parts (Larry Lindsay):

- Loan amount of \$149,000;
- Loan repayment period of 10 years; and
- An interest rate to be set at one half the rate set by the daily prime rate (Daily Prime Rate, March 24, 2025 – 7.5%; WEDP Rate: 3.75%)

Daryl Lindsay was present to answer questions, as well as Larry and Olga Lindsay.

It was noted the Purchase Agreement had a clause that it (the purchase agreement) was contingent upon receiving an LB840 loan financed at 0% interest. It was noted that the City will be in a first lien position, which does not happen very often.

After discussion, Councilmember Houser made a motion, which was seconded by Councilmember Bratcher, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$149,000 revolving loan fund loan to Wayne Auto Parts (Larry Lindsay), with the following conditions:

- A loan repayment period of 10 years; and
- An interest rate at 0%.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Brodersen 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 Review Committee met with Heidi & Jason Claussen from Silver Silo Design, LLC, which has a purchase agreement to buy Copy Write. Silver Silo Design, LLC, is requesting \$58,500 in WEDP Funds, with a repayment term of 5 years, based on a 10-year amortization, and an interest rate of 3%. They will utilize the WEDP Funds for business costs, such as the purchase of intellectual property and equipment.

To match their request of \$58,500 from the WEDP, Silver Silo Design, LLC, has secured financing from State Nebraska Bank & Trust for \$58,500 and has pledged \$13,000 in personal equity. The total project is estimated to cost approximately \$130,000.

Following the meeting with Silver Silo Design, LLC, the Review Committee discussed the request for an LB840 RLF Loan of \$58,500. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Silver Silo Design, LLC (Heidi Claussen):

- Loan amount of \$58,500;
- Loan repayment period of 5 years, based on a 10-year amortization; and
- An interest rate to be set at one half the rate set by the daily prime rate (State Nebraska Bank & Trust – 7.75%; WEDP Rate: 3.875%)

Heidi and Jason Claussen were present to answer questions and to request Council consideration to changing the interest rate to 3%.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Bolte, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$58,500 revolving loan fund loan to Silver Silo Design, LLC (Heidi Claussen), with the following conditions:

- A loan repayment period of 5 years, based on a 10-year amortization; and
- An interest rate to be set at 3%.

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

Councilmember Spicker introduced Ordinance No. 2025-6 and moved for approval of the second reading thereof; Councilmember Bratcher seconded.

ORDINANCE NO. 2025-6

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF REAL ESTATE FROM I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT TO R-3 RESIDENTIAL DISTRICT.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Brodersen who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Bob Soukup, representing Carlson West Povondra Architects (via zoom), presented Application and Certificate of Payment No. 17 from Otte Construction Company, LLC, in the amount of \$83,798.00 for the "Wayne City Hall and Police Relocation Project."

Keith Moje, representing Otte Construction Company, LLC, updated the Council on the project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, approving Application and Certificate of Payment No. 17 in the amount of \$83,798.00 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 Karsky and Brodersen who were absent, the Mayor declared the motion carried.

Bob Soukup, representing Carlson West Povondra Architects (via zoom), then presented Application and Certificate of Payment No. 7 from Otte Construction Company, LLC, in the amount of \$127,151.00 for the "Wayne Parks & Rec Maintenance Building Project."

Keith Moje, representing Otte Construction Company, LLC, updated the Council on the project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, approving Application and Certificate of Payment No. 7 in the amount of \$127,151.00 to Otte Construction Company, LLC, for the "Wayne Parks & Rec Maintenance Building Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Brodersen who were absent, the Mayor declared the motion carried.

Discussion took place on setting a date and time for the open house at the new City Hall/Police Department Building.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, setting the open house at the new City Hall/Police Department Building for Tuesday, April 15, 2025, from 4:00 p.m. to 6:00 p.m., with the Council meeting starting at 6:00 p.m. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Brodersen who were absent, the Mayor declared the motion carried.

Discussion took place regarding the selection of an agent for assistance with the Southwest Power Pool Market Participant duties.

After discussion, Councilmember Houser made a motion, which was seconded by Councilmember Spieker, to choose Tenaska as the agent for assistance with the Southwest Power Pool Market Participant duties and directing staff to begin contract negotiations. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Karsky and Brodersen who were absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:47 p.m.

**Council Approvals 4/1/25**

OTTE CONSTRUCTION	CITY HALL/POLICE RELOCATION	83,798.00
OTTE CONSTRUCTION	PARK/REC MAINTENANCE BUILDING	127,151.00

Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	TOOLS/GRIDDLES/BATTERIES/CABLE TIES	1,461.56
AMERITAS LIFE INSURANCE	AMERITAS ROTH	197.87
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	116.66
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,706.60
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
ARDUSAR, SHARON	AUDITORIUM DEPOSIT REFUND	-200.00
ARDUSER, SHANNON	AUDITORIUM DEPOSIT REFUND	200.00
BENSCOTER CONSTRUCTION	CURB GRINDING	420.00
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	54,292.91
CERTIFIED TESTING SERVICES INC	PRAIRIE PARK BATH/SHOWER HOUSE	464.00
CHASE PAYMENTECH	BLDG CREDIT CARD TRANSACTION FEE	12.42
CHASE PAYMENTECH	CREDIT CARD TRANSACTION FEES	1,147.24
CHASE PAYMENTECH	CREDIT CARD TRANSACTION FEES	192.54
CINTAS	FIRST AID SUPPLIES	159.83
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	125.50
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	485.54
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	157.75
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	178.79
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	130.48
CITY OF WAYNE	PAYROLL	128,028.41
CITY OF WAYNE	UTILITY REFUNDS	748.12
COPY WRITE PUBLISHING	SHIPPING CHARGES	416.15
COPY WRITE PUBLISHING	LAMINATING CHARGE	11.25
CORE & MAIN LP	METER WIRE	450.96
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	18,880.16
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	3,501.99
ECHO GROUP INC JESCO	BALLAST/BULBS	222.10
ED M. FELD EQUIPMENT CO INC	CYLINDER VALVE/PRY BAR	1,247.20
ELECTRICAL ENGINEERING & EQUIPMENT	CFL LAMP BULBS	94.08
ESRI	ARCGIS PRIMARY MAINTENANCE	3,070.00
EVOQUA WATER TECHNOLOGIES LLC	SKIMMER BLADE	583.40
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	955.19
GERHOLD CONCRETE CO INC.	CONCRETE-SIGNS/FLAG POLE	645.99
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	1,442.67
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	95.33
HUNDERTMARK CLEANING SYSTEMS	PRESSURE WASHER SOAP	33.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,300.04
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	270.84

ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	369.23
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	158.98
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	617.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	214.81
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	148.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	11,421.42
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	572.26
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	170.50
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	272.00
IRS	MEDICARE WITHHOLDING	4,991.40
IRS	FEDERAL WITHHOLDING	14,189.69
IRS	FICA WITHHOLDING	21,342.58
J & A TRAFFIC PRODUCTS	STREET SIGN POSTS	1,355.36
JEFF'S RPM SERVICE	BLOWER ROOM AIR CONDITIONER UNIT	2,486.65
LUTT OIL	GASOLINE	5,309.44
MAAS, COURTNEY	RUN CLUB SUPPLIES	126.26
MAIN STREET GARAGE, LLC	WELCOME SIGN BATTERY	320.70
MAXNET SECURITY	MCAFFEE PROTECTION	2,962.50
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	6.09
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	6,811.85
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	939.08
MICHAEL TODD INDUSTRIAL SUPPLY	STREET SIGN BOLTS	467.11
MIDWEST ALARM SERVICES	FIRE HALL ALARM GROUND FAULT REPAIRS	890.50
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	293.07
MILLER, LOGAN	EMT NATIONAL REGISTRATION	150.00
NE DEPT OF REVENUE	STATE WITHHOLDING	6,635.11
NE DEPT OF REVENUE-CHARITABLE GAMING DIV	KENO LOTTERY TAX	1,346.00
NE DEPT OF REVENUE-COMPLIANCE DIV	PAYROLL DEDUCTION	392.15
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	8,250.24
NORFOLK DAILY NEWS	CAC INSIGHT AD	45.00
NORTHEAST POWER	ELECTRICITY	6,474.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	44.86
OPTK NETWORKS	POLICE ETHERNET SERVICES	408.54
O'REILLY AUTOMOTIVE STORES, INC.	MOTOR OIL	134.97
O'REILLY AUTOMOTIVE STORES, INC.	IDLER-PITMAN ARMS/TRANSMISSION FLUID/FILTERS/BULBS	241.28
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,439.40
PEARCY, SHAWN	LEDGER BOOK	13.90
QUALITY 1 GRAPHIC	CAMPGROUND SIGNS	750.00
QUALITY FOOD CENTER	COFFEE	31.98
SOOLAND BOBCAT	FILTERS	920.75
STADIUM SPORTING GOODS	SOCCER SHIRTS	1,050.00
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	67.76
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	108.23
STUDIO 2B DESIGN CO	GRAPHIC DESIGN SERVICES	245.00
TYLER TECHNOLOGIES	INSITE TRANSACTION FEES	4,468.75
ULINE	HEXAGON RECEPTACLE	183.69
WASTE CONNECTIONS	SANITATION BILLING	210.50
WAYNE AUTO PARTS	BATTERY/GREASE/FUEL/FILTERS/WRENCH/MUD FLAPS	1,028.31
WAYNE HERALD	GREEN TEAM ADS	285.00
WAYNE HERALD	ADS AND NOTICES	1,254.72

WAYNE HERALD	CAC ADS	2,145.00
WAYNE HIGH POST PROM	CAC GYM DEPOSIT REFUND	200.00
WAYNE HIGH SCHOOL	ART SHOW AUDITORIUM DEPOSIT REFUND	200.00
WAYNE STATE WRESTLING	FREEDOM PARK DEPOSIT REFUND	150.00
WAYNE VETERINARY CLINIC	DOG IMPOUND	112.00
WESTERN AREA POWER ADMIN	ELECTRICITY	25,371.85
WESTERN IOWA TECH	FIRE SCHOOL	475.00
WISNER WEST	FD GASOLINE	106.52
	Grand Total:	577,680.99

City of Wayne

Incorporated - February 2, 1884



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

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

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: Wayne America, Inc. (on behalf of the Cruise Main in Wayne Committee)

Address: 108 W 3rd Street, Wayne, NE 68787

Telephone No: 402.375.2240

Date of Request: April 8, 2025

Description of Requested Topic: Wayne America, Inc, on behalf of the Cruise Main in Wayne Committee, is requesting the use of the Riley's Lot (113 S Main) for Food Truck Parking throughout the 2025 Cruise Main in Wayne season. The proposed dates for use of the Riley's Lot are the third Friday each month from May through September, specifically May 16, June 20, July 18, August 15, and September 19.

To ensure adequate time for event planning, we ask that this request be placed on the April 15 Agenda.

Submitted by: Luke Virgil
Director, Wayne America, Inc.



City of Wayne

Incorporated - February 2, 1884

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

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



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: Wayne America, Inc. (on behalf of the Cruise Main in Wayne Committee)

Address: 108 W 3rd Street, Wayne, NE 68787

Telephone No: 402.375.2240

Date of Request: April 8, 2025

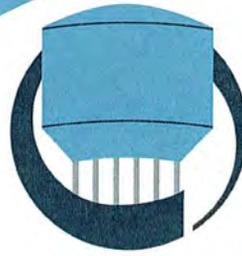
Description of Requested Topic: Wayne America, Inc, on behalf of the Cruise Main in Wayne Committee, is requesting a street closure along W 5th Street on Friday, June 20, 2025.

The proposed street closure would coincide with the Cruise Main in Wayne event on Friday, June 20, 2025, and would allow the Committee to add entertainment to the event for both Cruise Main patrons and Wayne residents. Please review the attached letter and maps for the street closure and event details.

To ensure adequate time for event planning and securing the required event insurance, we ask that this request be placed on the April 15 Agenda.

Submitted by: Luke Virgil
Director, Wayne America, Inc.





WAYNE AMERICA

April 8, 2025

Wayne City Council
City of Wayne
306 Pearl Street
Wayne, NE 68787

Members of the Council:

On behalf of the Cruise Main in Wayne Committee, Wayne America, Inc. is requesting a street closure on Friday, June 20, 2025. Attached are maps of the proposed street closure and how the space will be used.

On Friday, June 20, the Cruise Main in Wayne Committee is hosting one of their five (5) Cruise Main in Wayne events for 2025. To enhance the June event, the Committee has secured a band to provide additional entertainment for Cruise Main patrons and Wayne residents. If the street closure request is approved, Wayne America, Inc. will secure event insurance via its Special Events policy.

The street closure request is from 4:00p until Midnight on Friday, June 20, and would include the following area:

- W 5th Street from the intersection of Main Street proceeding west to the 100-block alley (approx. 150 feet)
- Within the street closure, restrict terrace parking along the south side of the street ROW (approx. 150 feet, 9 stalls of angled parking)

We ask that the street closure and parking restriction be properly identified so that event set-up is not delayed and suggest that signs be installed early Friday morning near 5th Street and along the terrace parking.

Wayne America, Inc. and the Cruise Main in Wayne Committee greatly appreciate the City's continued support of Cruise Main in Wayne, as well as the presence of or aid from the various City departments at each event. Please email me at lvirgil@WayneAmerica.org if you have any questions or concerns regarding these requests.

Sincerely,

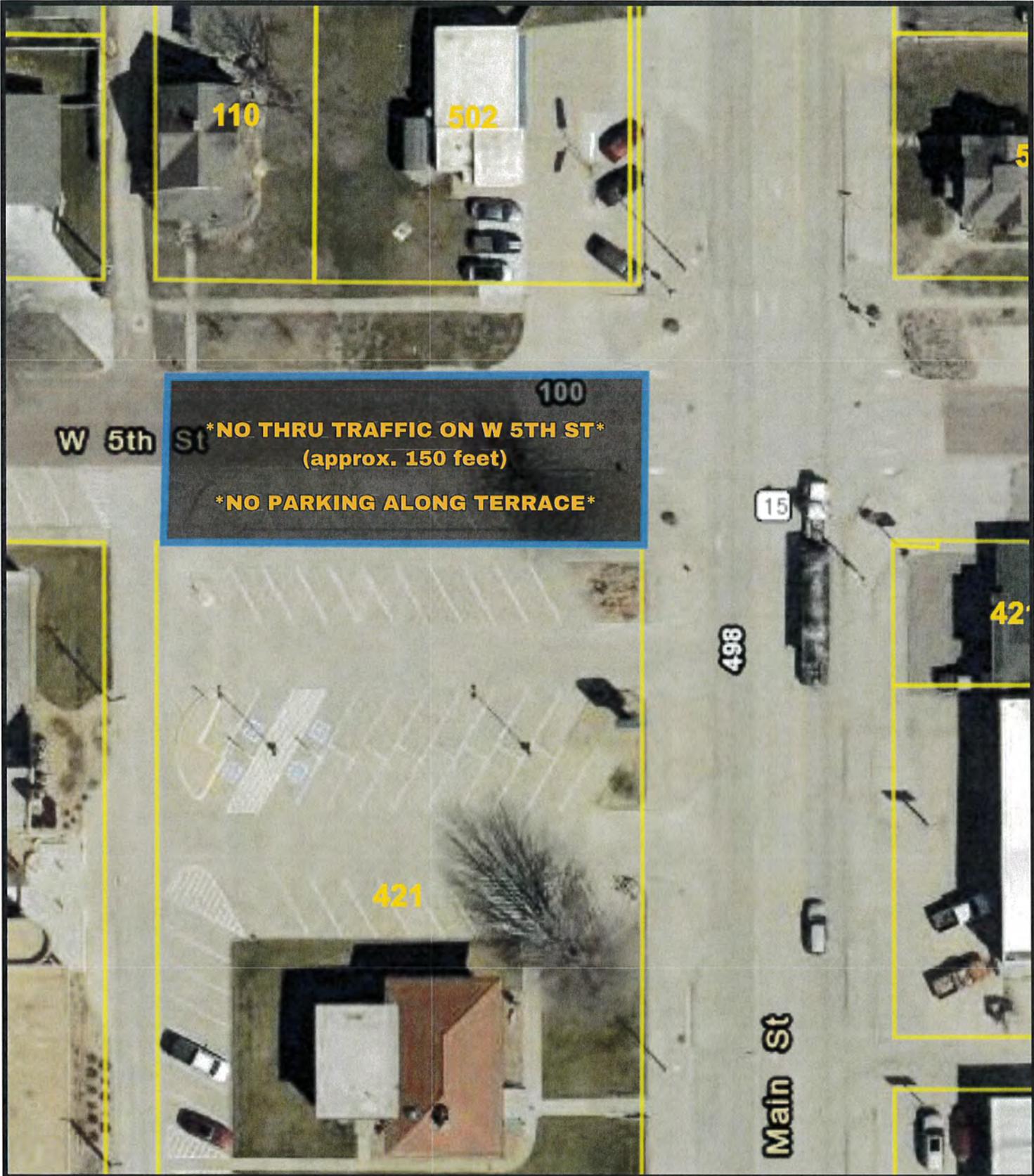
Luke Virgil
Director of Ec. Dev.
Wayne America, Inc.

PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA

STREET CLOSURE PROPOSAL

CRUISE MAIN IN WAYNE

FRIDAY, JUNE 20, 2025



EVENT LAYOUT
CRUISE MAIN IN WAYNE
FRIDAY, JUNE 20, 2025



RESOLUTION NO. 2025-22

A RESOLUTION APPROVING THE FINAL PLAT FOR “SAWYER ADDITION,” CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

WHEREAS, the Planning Commission, upon review of the Final Plat of “Sawyer Addition,” City of Wayne, Wayne County, Nebraska, legally described as:

Legal Description:

Part of Outlot 1 of the Roosevelt Park Addition, and the area east of said Outlot 1 laying south of Fairground Avenue that is abutted by Lot 5 of the Southeast Addition on the east and south sides.

on April 7, 2025, recommended approval thereof, based upon the following “Findings of Fact:”

- Consistency with the current and future land use maps, the Comprehensive Plan; and
- Staff’s recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of “Sawyer Addition,” City of Wayne, Wayne County, Nebraska, be approved subject to the recommendations of the Planning Commission and the foregoing “Findings of Fact” and approval of a Subdivision Agreement.

PASSED AND APPROVED this 15th day of April, 2025.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: April 8, 2025

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on April 7, 2025, the Wayne Planning Commission made a recommendation on the following public hearing.

Public Hearing: Final Plat for Sawyer Addition; Applicant: Mitch Sawyer

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Schultz and seconded by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council approving the Final Plat for Sawyer Addition, with the findings of fact being consistency with the current and future land use maps, the Comprehensive Plan, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved.

JJH:cb
Attachment

RESOLUTION NO. 2025-23

A RESOLUTION APPROVING THE SAWYER ADDITION SUBDIVISION AGREEMENT.

WHEREAS, the City Council, by Resolution 2025-22 on April 15, 2025, approved the Final Plat for the "Sawyer Addition," conditioned upon the execution of a Subdivision Agreement; and

WHEREAS, the Subdivision Agreement for the "Sawyer Addition," which is attached hereto and incorporated herein by reference, has been negotiated with the developers pursuant to the City Subdivision Regulations.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the attached Subdivision Agreement for the "Sawyer Addition," is hereby approved, and the Mayor is authorized and directed to execute said document.

PASSED AND APPROVED this 15th day of April, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2025-6

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF REAL ESTATE FROM I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT TO R-3 RESIDENTIAL DISTRICT.

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

Section 1. That the Planning Commission held a public hearing on March 3, 2025, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the current and future land use maps and the Comprehensive Plan; and
- Staff's recommendation.

Section 2. That the real estate area shown on the attached map be changed and rezoned from I-1 (Light Industrial and Manufacturing District) to R-3 (Residential District). The area being rezoned is legally described as:

A PARCEL OF LAND LOCATED IN PART OF OUTLOT ONE, ROOSEVELT PARK ADDITION TO THE CITY OF WAYNE AND PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE SIXTH P.M., WAYNE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE S89°37'07"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1786.83 FEET TO THE WESTERLY LINE OF LOT 5, SOUTHEAST ADDITION; THENCE S00°16'37"E ON SAID WESTERLY LINE, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF FAIRGROUND AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING S00°16'37"E ON SAID WESTERLY LINE, A DISTANCE OF 619.75 FEET; THENCE S87°00'36"W, CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 466.66 FEET; THENCE S89°36'11"W CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 24.00 FEET TO THE WEST LINE OF SAID OUTLOT 1; THENCE N00°23'12"W ON SAID WEST LINE, A DISTANCE OF 640.99 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 1; THENCE N89°37'07"E ON THE NORTH LINE OF SAID OUTLOT 1, A DISTANCE OF 24.00 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 1; THENCE CONTINUING N89°37'07"E ON THE SOUTH RIGHT OF WAY LINE OF FAIRGROUND AVENUE, A DISTANCE OF 467.37 FEET TO THE POINT OF BEGINNING, CONTAINING 7.10 ACRES, MORE OR LESS.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described or as recommended as now in an R-3 (Residential) zone.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 15th day of April, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: March 4, 2025

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission 
Joel Hansen, Staff Liaison

At their meeting held on March 3, 2025, the Wayne Planning Commission made a recommendation on the following public hearing.

Public Hearing: Request to Rezone from I-1 Light Industrial and Manufacturing to R-3 Residential; Applicant: Mitch Sawyer

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Meisenbach and seconded by Commissioner Piper to approve and forward a recommendation of approval to the City Council approving the request to rezone from I-1 Light Industrial and Manufacturing to R-3 Residential, as outlined in the aerial photo, with the findings of fact being consistency with the current and future land use maps, the Comprehensive Plan, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, with Commissioner Giese abstaining, motion approved.

JJH:cb
Attachment



REQUEST FOR REZONING PROPERTY

Applicant Mitch Sawyer **Date** 1/16/25

Address 439 N Main Street, Fremont, NE 68025

Legal Description See attached

Rezoning Change From I-1 Light Industrial and Manufacturing **To** R-3 Residential

Reason for Rezoning A portion of the property adjacent to Fairgrounds Ave will remain I-1, but the remaining area is proposed for residential townhouse development to remain consistent with the adjacent R-3 residential to the west.


Applicant's Signature

***Does this Request comply with the Future Land Use Map** **YES** **NO**

Summary of Chapter 152 – Zoning

From time to time changes in the boundaries of the existing Zoning Districts may be made. The changes can be initiated by the City Council, Planning Commission, or by the owner of the property involved in the change. A Request for Rezoing is first submitted to the Planning Commission for consideration and their recommendation is submitted to the City Council for final action. If passed, the zoning change becomes an Ordinance and is recorded n the public records.

Rezoning procedures begin with the property owner submitting an application to the City Planner. This Rezoning Request gives the legal description of the property, the zoning change, and reasons for the rezoning. In addition to the Rezoning Request, a list of property owners with 300 feet of the proposed rezoning must be submitted. The list must include the property owner and a mailing address.

The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property owners are notified of the proposed rezoning along with the School District. A public notice is published in the local newspaper.

The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove the Rezoning Request or return it to the Planning Commission.

Date Rezoning Request Approved/Denied by Planning Commission _____

Date Rezoning Request Approved/Denied by City Council _____

Current Fee: \$400

306 Pearl Street
Wayne, NE 68787
402.375.4733
cityofwayne.org

R-4

Fairground Avenue

Folk Street

R-3

S. Windom Street

S. Windom Street



JCO CONSULTING GROUP
1402 UNIVERSITY ST.
SOUTH DAVENPORT, IA 50319
TEL: 563.325.1234
WWW.JCOCONSULTING.COM

A REVIEW OF THE PLAT IS REQUIRED FOR THE CITY OF DAVENPORT TO DETERMINE IF THE PROPOSED PLAT IS IN ACCORDANCE WITH THE CITY OF DAVENPORT ZONING ORDINANCES AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCES. THE CITY OF DAVENPORT ENGINEER HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF DAVENPORT ZONING ORDINANCES AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCES. THE CITY OF DAVENPORT ENGINEER HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF DAVENPORT ZONING ORDINANCES AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCES. THE CITY OF DAVENPORT ENGINEER HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF DAVENPORT ZONING ORDINANCES AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCES.

PRELIMINARY PLAT
SAWYER ADDITION

PART OF OUTLOT ONE, ROOSEVELT PARK ADDITION AND
PART OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 28 NORTH, RANGE 10 EAST, COUNTY OF WAPARUSA,
CITY OF DAVENPORT, IOWA

OPERATED BY JCO CONSULTING GROUP



ADDITIONAL NOTES:
1. THE PLAT IS SUBJECT TO THE CITY OF DAVENPORT ZONING ORDINANCES AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCES.
2. THE PLAT IS SUBJECT TO THE CITY OF DAVENPORT ZONING ORDINANCES AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCES.
3. THE PLAT IS SUBJECT TO THE CITY OF DAVENPORT ZONING ORDINANCES AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCES.

STREET WIDTHS:
STREET NAME A: 40 FT
STREET NAME B: 40 FT

STREET FRONTAGE:
STREET NAME A: 100 FT
STREET NAME B: 100 FT

STREET DEPTH:
STREET NAME A: 100 FT
STREET NAME B: 100 FT

STREET FRONTAGE:
STREET NAME A: 100 FT
STREET NAME B: 100 FT

STREET DEPTH:
STREET NAME A: 100 FT
STREET NAME B: 100 FT

STREET FRONTAGE:
STREET NAME A: 100 FT
STREET NAME B: 100 FT

STREET DEPTH:
STREET NAME A: 100 FT
STREET NAME B: 100 FT

DATE: 01/17/2020
BY: JCO CONSULTING GROUP

A-1

1 OF 1

PRELIMINARY PLAT

RESOLUTION NO. 2025-24

**A RESOLUTION APPROVING A MUTUAL AID AGREEMENT
BETWEEN THE CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT
AND THE ELKHORN VALLEY MUTUAL AID ASSOCIATION.**

WHEREAS, the City of Wayne Volunteer Fire Department wishes to enter into a Mutual Aid Agreement with the Elkhorn Valley Mutual Aid Association.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Mutual Aid Agreement with Elkhorn Valley Mutual Aid Association, a copy of which is attached hereto, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 15th day of April, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ELKHORN VALLEY MUTUAL AID Association

Mutual Aid Agreement

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between the communities and rural fire protection districts of: BATTLE CREEK, CARROLL, HADAR, HOSKINS, MADISON, MEADOW GROVE, NORFOLK, PIERCE, STANTON, WAYNE, and WINSIDE.

WHEREAS; for the purpose of better insuring the safety of the lives and property of our citizens from fire loss, medical emergencies and natural disasters, we pledge our mutual cooperation in providing fire protection and emergency response services or emergency medical services which exceed or threaten to exceed the capacity of the emergency defenses of an individual town or rural fire district, or of any Mutual Aid Association from which a request has been made; to this purpose we pledge our assistance to each other to provide Fire/EMS services in the area served by the Mutual Aid Association pursuant to the terms of this agreement; and

WHEREAS; the parties to this agreement are desirous of entering into an agreement pursuant to the Nebraska Interlocal Cooperation Act (Nebr. Rev. Stat. §§ 13-801 through 13-827) as the same may from time to time be amended, for the purposes of describing the terms and conditions under which the parties will cooperate to provide fire protection and emergency response services and emergency medical services.

WITNESSETH

FIRST, the term of this Agreement shall commence on the date of this agreement and shall terminate ten (10) years thereafter and the relationship described herein shall be referred to as the Elkhorn Valley Mutual Aid Association.

SECOND, the governing body of each party of this agreement shall take the necessary action to permit the movement of its emergency fire and rescue equipment and personnel, or such equipment and personnel as defined in the state, city, village, county, or interjurisdictional emergency operations plans outside the limits of each local government in order to render aid in the event of disaster or emergency.

THIRD, it shall be understood that each member emergency department shall retain control of its own personnel and equipment at the scene of an emergency to which it has been summoned

and that the fire chief, or his/her designated representative, of the local emergency department requesting mutual aid shall be the Incident Commander in over-all charge of all fire and emergency medical service evolutions for the duration of the emergency requiring the use of mutual aid.

FOURTH, it shall also be understood that at no time shall a member department of the association be expected to provide Fire/EMS equipment or personnel which would place in jeopardy the city or rural protection capabilities remaining in their community.

FIFTH, it is mutually understood and agreed that this agreement does not relieve any party from the necessity and obligation of providing adequate Fire/EMS protection within its own jurisdiction.

SIXTH, no party to this agreement shall be required to pay any compensation to any other party to this agreement for mutual aid rendered hereunder; the mutual advantages and protection afforded by the agreement being considered adequate compensation to all parties; provided, however, that expenses incurred by any participating party for contract equipment or any extraordinary or special supplies resulting from action on joint emergencies shall be subject to negotiation by and between concerned parties.

SEVENTH, the extent of aid to be furnished under this agreement shall be determined solely by the party furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing agency.

EIGHTH, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this agreement by any party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of each party.

NINTH, each party shall self-insure or contract for insurance against any liability for personal injuries or property damage that may be incurred by it or by its personnel as the result of any mutual aid action. Each party shall provide, as its sole expense, the Worker's Compensation Insurance coverage necessary for its own employees. It is recognized that at certain times as one party provides aid to the other pursuant to the terms of this agreement, their employees will provide services; and should this result in any Worker's Compensation claims being asserted it is hereby agreed that each such claim shall be the responsibility of the employer to process, defend and pay, if necessary; and each party agrees to assume such responsibility as to its own employees.

TENTH, the parties agree to hold each other mutually harmless from all loss, liability or claims because of or arising out of the acts or omissions of each party's performance of this agreement; withdrawal from this agreement by one party shall not terminate this agreement among the remaining parties.

ELEVENTH, each party shall have the right to terminate this agreement at any time by giving at least 30 days written notice to the other parties and specifying the effective date of termination.

TWELFTH, there is no joint board created as a result of this agreement. Each party to this agreement shall serve as administrator responsible for their own undertakings pursuant to this agreement. There will be no real or personal property co-owned as a result of this agreement. In the event any party withdraws from this agreement, the withdrawing party shall retain all real and personal property they own which is used pursuant to this agreement.

THIRTEENTH, no separate legal or administrative entity is created by this agreement.

FOURTEENTH, each party to this agreement is responsible for financing the cooperative undertaking and its own participation in this agreement. There is no agency budget or separate taxing authority that results from this agreement.

FIFTEENTH, each party to this agreement shall execute multiple copies of this agreement and one executed copy of the agreement shall be retained by each party. The parties agree that they separately executed copies of this agreement which shall constitute the Mutual Aid Agreement shall be given full force and effect.

SIXTEENTH, nothing contained in this Mutual Aid Agreement shall preclude any one of the parties hereto from entering into a separate agreement with another of the parties hereto, for the purpose of providing more specific services between the two parties. In the event a separate agreement is entered into by any two or more of the parties hereto for services over and above what is contained in this agreement, then the terms of the separate agreement shall supersede any duties and/or obligations set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and executed on the date first hereinabove written.

CITY OF WAYNE, NEBRASKA,
A Municipal Corporation,

By _____
Mayor
Printed Name: _____

ATTEST:

City Clerk
Printed Name: _____

Approved as to form: _____
City Attorney
Printed Name: _____

WAYNE RURAL FIRE PROTECTION DISTRICT,
A Political Subdivision of the State of Nebraska

By _____
Board President
Printed Name: _____

ATTEST:

Title: _____
Printed Name: _____

RESOLUTION NO. 2025-25

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“WAYNE WELL HOUSE AND MUNICIPAL WELL 2025-1 PROJECT.”**

WHEREAS, four bids were received on April 10, 2025, for Group A – Test Well and Water Supply Well, and six bids for Group B – Well Building and Transmission Main for the “Wayne Well House and Municipal Well 2025-1 Project;” and

WHEREAS, the bids have been reviewed by the City’s Engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., is recommending that the bids outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bids for the “Wayne Well House and Municipal Well 2025-1 Project,” as submitted by the following contractors:

<u>Bidder – Group A</u>	<u>Amount</u>
<u>Test Well & Water Supply Well</u>	
Sargent Drilling	\$299,474.38
PO Box 367	
Geneva NE 68361	
<u>Bidder – Group B</u>	<u>Amount</u>
<u>Well Building & Transmission Main</u>	
Otte Construction	\$989,986.40
PO Box 396	
Wayne NE 68787	

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

PASSED AND APPROVED this 15th day of April, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



April 10, 2025

Mayor and City Council
City of Wayne
306 Pearl St
Wayne, NE 68787

RE: Wayne, NE
Well House and Municipal Well 2025-1
JEO Project No. 240725

Ladies and Gentlemen:

On April 10, 2025 the city received four bids for Group A – Test Well and Water Supply Well and six bids for Group B – Well Building and Transmission Main. A bid tabulation is enclosed along with a plan holder list. There was significant interest in the project.

Group A work is for the construction of a test well, water quality testing, and production well. Sargent Drilling is the apparent low bidder with a bid of \$299,474.38. Three bids were close together ranging from approximately \$300,000 to \$350,000, and one bid was over \$450,00. The low bidder is below our cost opinion. Sargent Drilling has completed numerous projects for JEO clients over the years and in a satisfactory manner. They have recently completed wells in Schuyler, Howells, and Stanton for reference. JEO recommends award to Sargent Drilling in the amount of \$299,474.38.

The six bids for Group B ranged from \$989,986.40 to \$1,122,451.90. The low bidder, Otte Construction, was about 10% above our cost opinion for the project. The well house construction and electrical work were notably higher than our opinion. We believe part of the issue is the uncertainty in the current economic conditions we've seen the last few weeks and that we are asking contractors to hold prices for 180 days while the well is drilled.

Otte is currently working with the city on several projects and completed the storm shelter project with JEO a number of years ago. We have asked about their subcontractors and are waiting for a response which we should have by Tuesday. We find no reason to object to award to Otte Construction in the amount of \$989,986.40. The combined total for both projects is below our cost opinion of \$1.3 Million.

If DocuSign is acceptable, we will email the Notice of Award after the council takes action. If you have any questions or concerns, please feel free to contact me at 402.649.0455 or rprotzman@jeo.com.

Sincerely,

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

Roger S. Protzman, PE
Principal Engineer

RSP
Enclosures



Bid Tab

PROJECT | Well House and Municipal Well 2025-1

JEO PROJECT NO. | 240725.00

LOCATION | Wayne, NE

LETTING | April 10th, 2025 @ 10:00am CST

OPINION OF PROBABLE COST | \$1,300,000.00

Bidder	Total Group A	Total Group B (B1 & B2)
Sargent Drilling Geneva, NE	\$299,474.38	No Bid
L & L Builders Co. Sioux City, IA	\$337,560.00	<i>\$1,060,440.85</i>
Downey Drilling Inc. Lexington, NE	\$349,587.00	No Bid
Rieschick Drilling Co. Falls City, NE	\$456,593.00	No Bid
Otte Construction/OCC Builders, LLC Wayne, NE	No Bid	\$989,986.40
Vrba Construction, Inc. Schuyler, NE	No Bid	\$1,045,140.40
Christiansen Construction Company Pender, NE	No Bid	\$1,085,027.43
Rutjens Construction Tilden, NE	No Bid	\$1,122,243.00
Robert Woehler & Sons Construction, Inc. Wayne, NE	No Bid	<i>\$1,122,451.90</i>

** Numbers in italics indicate an irregularity in the contractor's original bid form*



Tab Sheet

PROJECT | Well House and Municipal Well 2025-1

JEO PROJECT NO. | 240725.00

LOCATION | Wayne, NE

Sargent Drilling	Story Construction dba L&L Builders
------------------	-------------------------------------

GROUP A – TEST WELL AND WATER SUPPLY WELL							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$16,260.00		\$26,671.20
2	Bonding and Insurance	1	LS		\$3,468.00		\$2,446.84
3	Test Well and Water Quality Testing	1	LS		\$29,430.00		\$32,439.84
4	Abandon Test Well	1	LS		\$1,677.00		\$1,848.51
5	Drill 30" Bore Hole	260	VF	\$64.00	\$16,640.00	\$70.55	\$18,343.00
6	16" SS Screen (90 Slot)	77	VF	\$279.00	\$21,483.00	\$307.53	\$23,679.81
7	16" SS Screen (0 Slot)	3	VF	\$279.00	\$837.00	\$307.53	\$922.59
8	17.4" PVC Casing (SDR17)	180	VF	\$173.00	\$31,140.00	\$190.69	\$34,324.20
9	Level Transducer	1	LS		\$3,114.00		\$3,432.48
10	Bentonite, Grout, Gravel Pack	1	EA	\$14,978.00	\$14,978.00	\$16,509.87	\$16,509.87
11	Develop and Disinfect Well	1	LS		\$12,500.00		\$13,778.53
12	Step Drawdown and Constant Rate Pump Testing	30	HOUR	\$283.00	\$8,490.00	\$311.94	\$9,358.20
13	Plumbness and Alignment Test	1	EA	\$1,117.00	\$1,117.00	\$1,231.24	\$1,231.24
14	Production Well Water Quality Testing (NE)	1	LS		\$6,502.00		\$7,166.99
15	Turbine Pump, Motor, and Column Pipe	1	EA	\$69,575.00	\$69,575.00	\$76,690.75	\$76,690.75
16	Discharge Piping, Complete	1	LS		\$52,075.00		\$57,400.95
SUBTOTAL GROUP A					\$289,286.00		\$326,245.00
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$10,188.38		\$11,315.00
TOTAL GROUP A					\$299,474.38		\$337,560.00

GROUP B1 – WELL BUILDING AND TRANSMISSION MAIN							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS				\$117,381.00
2	Bonding and Insurance	1	LS				\$6,507.05
3	Well House and Site Grading and Improvements, Complete	1	LS				\$577,774.11
4	Silt Fence	200	LF			\$4.00	\$800.00
5	Electrical Controls, VFD and Generator	1	LS				\$61,726.00
6	Fluoride Room Equipment	1	LS				\$39,351.00
7	Chlorine Room Equipment	1	LS				\$39,804.00
8	3" SCH 40 PVC Drain Pipe	30	LF			\$20.00	\$600.00

				Sargent Drilling	Story Construction dba L&L Builders	
9	5" Concrete Sidewalk	265	SF		\$10.75	\$2,848.75
10	16" PVC Water Main, DR 18	1,485	LF		\$62.63	\$93,005.55
11	10" PVC Water Main, DR 18	56	LF		\$55.00	\$3,080.00
12	16" x 16" x 16" Tapping Tee, MJ and 16" Gate Valve and Box	1	LS			\$26,430.00
13	16" x 16" x 16" Tee, MJ	1	EA		\$2,520.00	\$2,520.00
14	16" x 6" x 16" Tee, MJ	1	EA		\$1,740.00	\$1,740.00
15	10" Gate Valve and Box, MJ	1	EA		\$3,590.00	\$3,590.00
16	10" 90° Bend, MJ	1	EA		\$895.00	\$895.00
17	16" x 10" Reducer, MJ	1	EA		\$1,165.00	\$1,165.00
18	16" Cap, MJ	1	EA		\$900.00	\$900.00
19	Air Release Manhole, Complete	1	EA		\$12,960.00	\$12,960.00
20	Gravel Surface Course	200	TONS		\$52.00	\$10,400.00
21	12" CMP Flared End Section	48	LF		\$60.00	\$2,880.00
22	Seeding, Fertilizer and Mulch	3	ACRE		\$5,900.00	\$17,700.00
SUBTOTAL GROUP B1						\$1,024,057.46
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP B1 @ 7% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)						\$25,963.10
TOTAL GROUP B1				No Bid		\$1,050,020.56

GROUP B2							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	6" Fire Hydrant Assembly	1	EA			\$10,420.29	\$10,420.29
TOTAL GROUP B2							\$10,420.29

TOTAL GROUP B (B1 & B2)				No Bid		\$1,060,440.85
------------------------------------	--	--	--	--------	--	----------------

* Numbers in italics indicate an irregularity in the contractor's original bid form



Tab Sheet

PROJECT | Well House and Municipal Well 2025-1

JEO PROJECT NO. | 240725.00

LOCATION | Wayne, NE

Otte Construction Co., LLC	Vrba Construction
----------------------------	-------------------

GROUP B1 – WELL BUILDING AND TRANSMISSION MAIN							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$47,515.00		\$10,000.00
2	Bonding and Insurance	1	LS		\$17,500.00		\$40,000.00
3	Well House and Site Grading and Improvements, Complete	1	LS		\$348,124.00		\$400,000.00
4	Silt Fence	200	LF	\$5.25	\$1,050.00	\$5.75	\$1,150.00
5	Electrical Controls, VFD and Generator	1	LS		\$280,280.00		\$285,000.00
6	Fluoride Room Equipment	1	LS		\$43,420.00		\$56,000.00
7	Chlorine Room Equipment	1	LS		\$43,895.00		\$56,000.00
8	3" SCH 40 PVC Drain Pipe	30	LF	\$21.00	\$630.00	\$8.45	\$253.50
9	5" Concrete Sidewalk	265	SF	\$7.25	\$1,921.25	\$9.50	\$2,517.50
10	16" PVC Water Main, DR 18	1,485	LF	\$70.35	\$104,469.75	\$69.60	\$103,356.00
11	10" PVC Water Main, DR 18	56	LF	\$55.65	\$3,116.40	\$65.70	\$3,679.20
12	16" x 16" x 16" Tapping Tee, MJ and 16" Gate Valve and Box	1	LS		\$26,280.00		\$20,975.00
13	16" x 16" x 16" Tee, MJ	1	EA	\$2,646.00	\$2,646.00	\$1,695.00	\$1,695.00
14	16" x 6" x 16" Tee, MJ	1	EA	\$1,827.00	\$1,827.00	\$1,140.00	\$1,140.00
15	10" Gate Valve and Box, MJ	1	EA	\$3,770.00	\$3,770.00	\$3,340.00	\$3,340.00
16	10" 90° Bend, MJ	1	EA	\$940.00	\$940.00	\$460.00	\$460.00
17	16" x 10" Reducer, MJ	1	EA	\$1,223.00	\$1,223.00	\$665.00	\$665.00
18	16" Cap, MJ	1	EA	\$945.00	\$945.00	\$470.00	\$470.00
19	Air Release Manhole, Complete	1	EA	\$17,955.00	\$17,955.00	\$17,625.00	\$17,625.00
20	Gravel Surface Course	200	TONS	\$54.60	\$10,920.00	\$73.45	\$14,690.00
21	12" CMP Flared End Section	48	LF	\$63.00	\$3,024.00	\$43.15	\$2,071.20
22	Seeding, Fertilizer and Mulch	3	ACRE	\$6,195.00	\$18,585.00	\$5,465.00	\$16,395.00
SUBTOTAL GROUP B1					\$980,036.40		\$1,037,482.40
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP B1 @ 7% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)							
TOTAL GROUP B1					\$980,036.40		\$1,037,482.40

GROUP B2							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	6" Fire Hydrant Assembly	1	EA	\$9,950.00	\$9,950.00	\$7,658.00	\$7,658.00
TOTAL GROUP B2					\$9,950.00		\$7,658.00

TOTAL GROUP B (B1 & B2)					\$989,986.40		\$1,045,140.40
------------------------------------	--	--	--	--	--------------	--	----------------

[Back to Top](#)

RESOLUTION NO. 2025-26

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR A 15 kV SWITCHGEAR AND 69 kV CONTROL PANEL FOR THE NORTHEAST SUBSTATION PROJECT AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans and specifications, as prepared by the City's Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City's Engineer.

PASSED AND APPROVED this 15th day of April, 2025.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

Project Manual

Furnishing 15 kV Switchgear and 69 kV Control Panel Northeast Substation

1402 Centennial Road
Wayne, NE 68787



Wayne, Nebraska

April 2025

DGR Project No. 412307



Project Manual

Furnishing 15 kV Switchgear and 69 kV Control Panel

City of Wayne
Wayne, Nebraska

	<p>I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Nebraska.</p> <p>By <u>Paul A. Davis</u> <u>xx/xx/xxxx</u> Paul A. Davis, P.E. (Date)</p> <p>License Number <u>E-12155</u></p> <p>Pages or sheets covered by this seal: <u>All bound pages.</u></p>
--	--

DGR Project No. 412307

DGR Engineering

1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

Project Manual

Furnishing 15 kV Switchgear and 69 kV Control Panel

City of Wayne
Wayne, Nebraska

Contact persons for this project are as follows:

Owner:

City of Wayne
306 Pearl Street
Wayne, NE 68787
Phone: 402-375-1733

Clayton Dredge
Electric Superintendent
Email: cdredge@cityofwayne.org

Wes Blecke
City Administrator
Email: wblecke@cityofwayne.org

Engineer:

DGR Engineering
1302 South Union Street
Rock Rapids, Iowa 51246
Phone: 712-472-2531

Paul Davis, P.E.
Project Manager
Email: paul.davis@dgr.com

Brendan Metzger
Project Engineer
Email: brendan.metzger@dgr.com

Note: When emailing DGR Engineering, e-mail both Paul and Brendan.

Project Manual

Furnishing 15 kV Switchgear and 69 kV Control Panel

City of Wayne
Wayne, Nebraska

TABLE OF CONTENTS

	<u>Page No.</u>
Advertisement for Bids	AB-1
Instructions to Bidders.....	IB-1 – IB-7
Bid Bond.....	430-1 – 430-2
Bid Form.....	BF-1 – BF-3
Performance Bond.....	610-1 – 610-2
General Requirements	GR-1 – GR-5
<u>Specifications:</u>	
Furnishing 15 kV Switchgear.....	SG-1 – SG-12
Furnishing Control Panel.....	CP-1 – CP-7
Testing	TS-1 – TS-3
Material Agreement.....	MA-1 – MA-4
<u>Appendix</u>	
1. Proposed IED I/O and Port Assignments	
2. Cable Schedule (furnished during design)	
3. Drawings:	
NE-000 – Drawing Index	
NE-100 – Switching One Line	
NE-110 – Protection and Control One-Line – 69 kV	
NE-111 – Protection and Control One Line – 13.8 kV	
NE-150 –Communication Diagram	
NE-400 – Control Building Layout	

NE-405 – Control Building – Cable Tray & HVAC Plan
NE-450 – Station Service One-Line
NE-452 – 120/240 VAC Station Power & AC Panel 1 Details
NE-462 – 125 VDC Battery System & DC Panel 1 Details
NE-463 – 125 VDC Battery System & DC Panel 2 Details
NE-501 – Control Panel P1 Layout
NE-550 – Switchgear Panel Layouts – 13.8 kV Bus B
NE-560A – Switchgear Panel Layouts – 13.8 kV Bus B – Nameplates
NE-560B – Feeder Nameplate Details – 13.8 kV Bus B Switchgear
SAMPLE CP-01 – Wiring Diagram – Sample Control Panel
SAMPLE CP-05A – Sample Panel Details
SAMPLE CP-14 – Labels and Details
SAMPLE CP-15 – Control Schematic – Sample – Circuit Switcher 6904
SAMPLE CP-16 – Relay Schematic – Sample XFMR T1 (87T1A, 87T1B & 86T1)
SAMPLE SWGR-01 – Wiring Diagram – Sample Switchgear Cubicle
SAMPLE SWGR-02 – Footprint & Planview – Sample Switchgear
SAMPLE SWGR-03 – Fabrication Details – Sample Switchgear Cubicle
SAMPLE SWGR-11 – Control Schematic – Sample Main Breaker (BM)
SAMPLE SWGR-12 – Control Schematic – Sample Feeder Breaker (B1)
SAMPLE SWGR-13 – Control Schematic – Sample Generator Tie Breaker (GT1)
SAMPLE SWGR-14 – Control Schematic – Sample Bus B (86BB)
SAMPLE SWGR-15 – Control Schematic – Sample Generator Tie Differential (87GT1)
SAMPLE SWGR-21 – Three Line Diagram – Sample Switchgear Cubicle
SAMPLE CBL SCHED – Sample Control Cable Schedule

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City Administrator of the City of Wayne, Nebraska located at 306 Pearl Street, Wayne, NE 68787, until **2:00 PM CDT on May 13, 2025**, for Furnishing 15 kV Switchgear and 69 kV Control Panel for the Northeast Substation for the City of Wayne, Wayne, Nebraska. At said time and place, bids will be publicly opened and read aloud.

The equipment is described in general as follows:

A new lineup of 15 kV indoor metalclad switchgear including eight (8) vacuum circuit breakers, with related relaying, controls, accessories, & detailed drawings. One (1) new transformer control panel and related relaying, controls, accessories, & detailed drawings.

The above work shall be in accordance with the specifications and proposed form of contract now on file in the office of the City in said City of Wayne, Nebraska, by this reference made a part hereof, as though fully set out and incorporated herein.

Each bid shall be made out on bid forms furnished by the Engineer and shall be accompanied by either a certified check or a bid bond executed in an amount of not less than five percent (5%) of the amount of the Bid. The bid security shall be made payable to the City of Wayne. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City of Wayne as liquidated damages in the event the successful bidder fails or refuses to enter into a contract and post a satisfactory Performance Bond. Bids received after the time set for the opening of bids will be returned to the bidder unopened. **The bids must be on the official bid forms and emailed to betty@cityofwayne.org and wblecke@cityofwayne.org or submitted in a sealed envelope addressed to the City Clerk with the words "Bid Enclosed – Furnishing 15 kV Switchgear and 69 kV Control Panel – Northeast Substation."**

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the office of DGR Engineering, Rock Rapids, Iowa, telephone (712) 472-2531, fax (712) 472-2710, website www.dgr.com, e-mail dgr@dgr.com, no deposit required.

Upon shipment of the complete equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped and installed. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier ninety-five (95%) of the contract price of the material.

The Owner shall within thirty (30) days after final completion, field assembly, testing, required test reports, record drawings, final documentation and certification by Engineer, pay the Supplier the remaining 5% of the contract price.

All materials shall be delivered by the dates set in the Specifications.

The Wayne City Council reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are opened and no bid may be withdrawn during this period. The City Council also reserves the right to reject any or all bids and enter into such contract as it shall deem to be in the best interest of the City of Wayne.

CITY OF WAYNE, NEBRASKA
By /s/ Betty McGuire
City Clerk

INSTRUCTIONS TO BIDDERS

1.01 FAMILIARITY OF CONDITIONS:

- A. Bidders are required to examine to their satisfaction, the plans and specifications and to make sure that the requirements are fully understood. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding their bid.

1.02 BIDDERS QUALIFICATIONS:

- A. Bidder must be capable of performing the work bid upon. The lowest responsive Bidders will be required to satisfy the Owner as to their integrity, experience, number of employees, equipment, personal, and financial ability to perform and ability to finance the cost of the work.
- B. If the information and data requested by the Owner is not furnished, the Owner may consider the Bidder non-responsive or non-responsible. The Owner reserves the right, in its sole and absolute discretion, to accept the bid of a Bidder despite the fact that said Bidder has not submitted any information, list, data or statement requested.
- C. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

1.03 METHOD OF BIDDING:

- A. Bids shall be submitted on a unit price or lump sum basis as stated on the Bid form. In preparing a bid, the Bidder shall specify the price, written legibly in ink or typewritten, at which the Bidder proposes to do each item of work. The price shall be stated with respect to each and every alternate item, whether an add alternate, or a deduct alternate. Failure to state a price for any alternate bid item shall constitute a non-responsive bid that will not be considered. The prices shall be stated in figures. In items where unit price is required, the total amount for each item shall be computed at the unit prices bid for the quantities given in the estimate. In the event of discrepancies in the unit price extensions listed in the bid, unit prices shall govern.
- B. For all work let on a unit price basis, the Engineer's estimate of quantities shown on the bid is understood to be approximate only, and will be used only for the purpose of comparing bids. For work let on a lump sum basis, any estimate of quantities provided is furnished for the convenience of Bidders and is not guaranteed.

1.04 **BID SECURITY:**

- A. Each bid shall be accompanied by bid security as specified in the Advertisement for Bids and made payable to the Owner. Should the bidder receiving the award fail to execute a satisfactory contract and file acceptable bonds within fifteen (15) days after the award of contract, the Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if Bidder defaults.
- B. The bid security of unsuccessful Bidders will be returned promptly after the award has been made. In no case will the bid security be held longer than thirty (30) days without written permission of the Bidder, except that the bid security of the Bidder to whom the contract is awarded will be retained until he or she has entered into contract and filed an acceptable bond.

1.05 **TAXES:**

- A. The prices for material items in all bids shall not include provisions for the payment of any taxes to the State of Nebraska.

1.06 **ALTERNATE MATERIALS:**

- A. Requests for approval of 'or-equal' materials and equipment shall be submitted to the Engineer in writing at least fifteen days prior to receipt of bids. Each request shall conform to the terms and conditions of the bidding documents and to the type, function, and quality standards of approved materials and equipment. The burden of proof of the merit of proposed 'or-equal' materials and equipment is upon the Bidder. The engineer's decision of approval or disapproval of a proposed 'or-equal' item will be final. No substitution shall be approved except by a written addendum issued to all prospective Bidders.
- B. Bidders may submit bids for alternate materials which do not meet all of the detailed requirements of the specifications. Such submissions shall be in addition to the basic bid which shall comply with all requirements of the specifications. Bid evaluation and contract award will be made on the basis of the base bid. Alternate materials will then be considered, and the final contract amount adjusted accordingly if the Owner decides to accept bids for alternate materials. In submitting bids for alternate materials, Bidders shall submit manufacturer's data and note the exceptions to the requirements of the plans and specifications.

1.07 **TERMS AND CONDITIONS:**

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions, but shall not include any other terms and conditions to this bid. Attachment of additional terms and conditions shall be grounds for disqualification of the submitted bid.

1.08 SUBMISSION OF BIDS:

- A. Bidders will be furnished with bid form(s) giving the estimate of quantities needed to complete the work. Two (2) copies of the completed bid form(s) and all supporting documentation shall be included with the bid.
- B. If the bid is made by an individual, his or her name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the bid must name the state under the laws of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a bid as agent may be required to submit satisfactory evidence of his or her authority to do so.
- C. Any changes or alterations made in the official bid form, or any additions thereto, may result in the rejection of the bid. No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Owner. Bids in which the unit prices are obviously unbalanced may be rejected.
- D. Should the Bidder find discrepancies, ambiguities or omissions from these documents, they should immediately notify the Engineer and an addendum will be sent to all known entities holding copies of the Bidding Documents.
- E. Receipt of any Addenda must be acknowledged on the Bid Form or a copy of any Addenda relating to the bid shall be signed and attached to the bid.
- F. Bids submitted electronically or hard copy will be accepted.
- G. For hard copy bids, two (2) copies of each Bid Form shall be provided.
- H. All supporting documentation shall be provided with the bid.
- I. No oral, facsimile, telegraphic or telephonic quotes or modifications will be considered.

J. Bidders electing to supply an electronic bid may submit bids in the following manner:

1. Bids shall be submitted in PDF format and emailed to the following:

- a. Betty McGuire: betty@cityofwayne.org
- b. Wes Blecke: wblecke@cityofwayne.org

- 2. The subject line of the email must state: "Bid Enclosed – Furnishing 15 kV Switchgear and 69 kV Control Panel – Northeast Substation".
- 3. All bidding documents required to be submitted with paper bids must be submitted with the electronic bid.

K. Bidders electing to supply a hard copy bid may submit bids in the following manner:

1. Two (2) copies of each bid form and all supporting documentation shall be provided. Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – 15 kV Switchgear and 69 kV Control Panel – Northeast Substation" to indicate its contents. If forwarded by mail, the envelope shall be mailed to the following address:

City of Wayne
Attn: Betty McGuire
306 Pearl Street
Wayne, NE 68787

1.09 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. Upon receipt of such notice, the unopened bid will be returned to the Bidder.
- B. If a Bidder wishes to modify its bid prior to bid opening, Bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of bids.
- C. No bid may be withdrawn for a period of thirty (30) days after the scheduled date and time for the receipt of bids.

1.10 CONTRACT AWARD:

- A. Award of the Contract(s), if an award is made, will be on the basis of the base bid and/or any alternate bid(s) chosen by the Owner, as is in the best interest of the Owner. It is the intent of the Owner to award one (1) Contract for the switchgear and one (1) Contract for the control panel as is deemed to be in the best interest of the Owner. The Owner reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the Owner. In addition to cost, other items that will impact the award decision include the following:
 1. Relevant experience with installations of similar size and type.
 2. Support capabilities.
 3. Ability to meet specified delivery schedule.
 4. Conformance to project specifications.

5. Life cycle and maintenance costs.
6. The Owner's and Engineer's past experience with the units manufactured by the Bidder.

1.11 PERFORMANCE BOND:

- A. The Bidder to whom the contract is awarded shall furnish a Performance Bond in an amount equal to the total amount of the bid guaranteeing the faithful performance of the work in accordance with the terms of the contract. Such bond shall be with a surety company authorized to do business in the State of Nebraska and in form acceptable to the Owner. Any costs associated with procuring the necessary bond shall be included in the bid prices.

1.12 EXECUTION OF CONTRACT:

- A. The Bidder to whom the contract has been awarded shall enter into contract with the Owner within ten (10) days after the award has been made.
- B. No bid shall be considered binding upon the Owner until the contract is properly executed by both parties and all required bonds are filed.
- C. The contract, when executed, shall be combined with all the Contract Documents identified in the Material Agreement representing the entire agreement between parties. The Bidder shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

1.13 DELIVERY/INSTALLATION DATE:

- A. **The delivery date for the control panel and switchgear is desired to be no later than August 20, 2026. Based on current material availability, both later and earlier delivery dates will be considered by the Owner.**
- B. The Bidder shall provide in his bid a guaranteed delivery and installation date. The Owner reserves the right to deduct from the contract price \$500 per day for each calendar day after the contracted delivery date that the switchgear is not delivered to the site.
- C. The Owner agrees to waive late charges to the Supplier for circumstances beyond his control, including acts of God, acts of government, and related circumstances. Actions that cause delivery delays that are under the control of the Supplier are failure to allow sufficient time for manufacturing, failure to inform the Engineer of changes in the manufacturing schedule, or lack of cooperation in establishing effective measures by which delays could be minimized.

- D. The Supplier shall provide monthly progress reports to the Engineer during the manufacturing of the switchgear.

1.14 INSURANCE REQUIREMENTS:

- A. **General** – The Supplier shall secure and maintain such insurance policies as will protect that Supplier and unless otherwise specified, the Owner and its agents, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by the Supplier or anyone employed directly or indirectly by them.

The Supplier shall not commence work under this contract until the Supplier and has obtained all insurance required herein and such insurance has been approved by the City of Wayne. The Supplier shall deliver to the City of Wayne executed copies of all policies or a certificate of insurance. No policy shall be canceled until ten (10) days after notice of cancellation is given to the Owner in writing.

The Supplier agrees to hold harmless, indemnify and defend the Owner and its agents from all loss and damage, including damage to person or property, arising from any act by, or negligence of, Supplier or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this contract, or while in or about the building or premises, or rising from accident or any injury not caused by act of Owner or Owner’s agents, its agents or servants, or anyone employed by Owner, other than this Supplier, to any Supplier or officer, agent, or employee of a subcontractor while engaged in or about the performance of this contract, or while in or about Owner’s premises, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this contract.

- B. **Worker’s Compensation Insurance:** The Supplier shall maintain such insurance as will protect that Supplier and the City of Wayne and their agents from claims under Worker’s Compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by the Supplier or subcontractor or any one employed directly or indirectly by them. Worker’s Compensation Insurance policies limits shall be in an amount not less than those listed below (Each Accident; Disease-Policy Limit; and Disease-Each Employee Limit).

1.	State:	Statutory
2.	Applicable Federal (e.g., Longshoreman’s):	Statutory
3.	Employer’s Liability:	
	Bodily injury, each accident	\$ 500,000
	Bodily injury by disease, each employee	\$ 500,000
	Bodily injury/disease aggregate	\$ 500,000

C. **Public Liability Insurance:** The Supplier shall take out and maintain during the term of this contract, Supplier's Comprehensive Public Liability insurance including products/completed operations, personal injury and advertising injury in an amount not less than those listed below.

1.	General Aggregate	\$ 2,000,000
2.	Products - Completed Operations Aggregate	\$ 2,000,000
3.	Personal and Advertising Injury	\$ 1,000,000
4.	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

D. **Supplier's Automobile Public Liability Insurance:** The Supplier shall take out and maintain during the term of this contract, Supplier's Automobile Public Liability Insurance in an amount not less than listed below. Automobile policies shall include non-ownership and hired auto coverage in the above specified amounts.

1.	Combined Single Limit of	\$ 1,000,000
----	--------------------------	--------------

E. **Additional Insured:** The Owner, Engineer, and each of their employees, officers or agents shall be named as an additional insured under the prime Supplier's Public Liability insurance policies for not less than \$5,000,000.00 (five million dollars).

Owner: City of Wayne
306 Pearl Street
Wayne, NE 68787

Engineer: DeWild Grand Reckert and Associates Company
dba DGR Engineering
1302 South Union Street
Rock Rapids, IA 51246

F. **Limits:** The above limits can be met with the primary policy or a combination including an excess liability or commercial umbrella policy.

1.	Per Occurrence	\$ 2,000,000
2.	General Aggregate	\$ 2,000,000

* * * END OF SECTION * * *

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BID FORM

TO: City of Wayne
Wayne, Nebraska

FROM: Bidder's Name _____

Address _____

Bid Security _____

Pursuant to and in compliance with the Advertisement For Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Nebraska upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be paid by the purchaser.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Wayne, Nebraska. The guaranteed delivery date of the equipment shall be included in this Bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This proposal is void unless a materials contract based on this proposal is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to City of Wayne, Wayne, Nebraska, in strict conformance with the specifications and Bidding Documents, to-wit:

BID #1			
<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Price</u>
A	1	15 kV indoor metal-clad switchgear Main Breaker unit (BM), including 2000 A circuit breakers, PT's, CT's, controls, relaying, factory testing, and drawings (as req'd)	\$ _____
B	2	15 kV indoor metal-clad switchgear Feeder Breaker unit, including two (2) 1200 A circuit breakers (B1,B2,B3,B4), PT's, CT's, controls, relaying, factory testing, and drawings (as req'd)	\$ _____
C	1	15 kV indoor metal-clad switchgear Feeder Breaker unit, including one (1) 1200 A circuit breaker (B5), PT's, CT's, controls, relaying, provisions for future feeder breaker (B6), factory testing, and drawings (as req'd)	\$ _____
D	1	15 kV indoor metal-clad switchgear Tie Breaker and Gen Tie unit, including two (2) 2000 A circuit breakers (GT1 & BC), PT's, CT's, controls, relaying, factory testing, and drawings (as req'd)	\$ _____
E	1	One (1) control panel for a 69/13.8 kV transformer, including controls, relaying, installation, testing, and drawings (as req'd)	\$ _____
F	1	Delivery to and installation at the site of Items A, B, C, D & E (as req'd)	\$ _____
Total Base Bid:			\$ _____
OPTIONAL BID ITEMS:			
G	1	Relay and Meter(as req'd)	\$ _____

(As noted in the specifications, external equipment and interconnect drawings shall be included in the costs)

Switchgear Manufacturer: _____

Switchgear Breaker Manufacturer: _____

Control Panel Manufacturer: _____

Relay Testing Company: _____

Guaranteed Delivery Date: _____

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2025.

Bidder _____

Authorized Officer _____

Address _____

Title _____

Signature _____

Email _____

Telephone Number _____

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY:

- A. Materials shall be as shown on the Drawings or as specified herein, and shall be in accordance with the applicable NEMA, ANSI, IEEE, IPCEA, ASTM Standards, NEC, and the Standards of the Underwriter's Laboratory.
- B. The Supplier shall manufacture, furnish, offload and install the switchgear inside control enclosure provided by Others.
- C. The Supplier shall be responsible for developing all drawings of the switchgear and shall perform all wiring contained within the furnished equipment drawings. The Supplier shall obtain all external equipment drawings from the Engineer. The Supplier is responsible for developing interconnection diagrams which detail connections to the external equipment. The Supplier shall also furnish terminal strips for wiring to external equipment from the switchgear and control panel. The control wiring to external equipment will be furnished and installed by Others. External equipment includes one (1) 69 kV circuit breaker, a 69-13.8 kV power transformer, etc.
- D. The equipment required includes a lineup of new 15 kV metal-clad switchgear, with three (3) 2000 Amp breakers, five (5) 1200 Amp breakers, with PT's, CT's, controls, and relaying equipment. The equipment shall be transported to the site, offloaded, and assembled by the Supplier. The Supplier shall make all necessary arrangements to accomplish this, verify all openings, dimensions, site conditions, and transport and set all equipment in permanent place inside the control enclosure.

1.02 CONTRACT AWARD:

- A. The Owner will award one (1) contract for the 15 kV switchgear and control panel as deemed in the best interest of the Owner. The following represents the proposed schedule for this contract:

Bid opening:	May 13, 2025
Award Contract:	May 20, 2025
Delivery of Switchgear & Control Panel*	August 20, 2026

NOTE: The Bidder shall clearly indicate in his bid any exceptions to the above dates.

* Liquidated damages apply to these dates for this Supplier.

1.03 SUBMITTALS:

- A. The Supplier shall prepare all drawings in AutoCAD 11" x 17" format. See Drawing List in the Appendix for details on required drawings. These shall be prepared based on the project drawings, sample drawings and the IED I/O and port assignment list furnished with the Specifications. The Supplier shall include at least the level of detail shown on the corresponding sample schematic, diagram, and/or drawing.
- B. Relay inputs, relay outputs, relay communication ports and test switch pole assignments shall be per the IED I/O and port assignment list and panel nameplate details shown on the Drawings.
- C. The Supplier shall incorporate the internal schematics of all internal and external equipment contained in Supplier created drawings. This includes equipment furnished by both the Supplier and by Others. Supplier shall obtain all external equipment vendor drawings from the Engineer for implementation into the Supplier drawings.
- D. The Supplier shall be responsible for all drawings required to fully document the function of all equipment internal to the control panel. The Supplier shall also show external equipment connections on the wiring diagrams (including the transformer, circuit switcher and CVT). This includes the external control cables and includes individual wire colors, cable sizes, remote terminal wire labels, and terminal block strip label. The supplier shall obtain and show the connections in the remote devices.
- E. See the Drawing List and Contract Drawings for further details on the Supplier drawing requirements. Individual drawing numbers and titles shall be directed by the Engineer to fit into an existing set of drawings. Refer to the Drawing List for proposed drawing numbers and titles. Any deviation to the drawing list shall be approved by Engineer.
- F. The Drawings to be prepared include, but are not limited to the following drawings for the switchgear:
 - 1. Switchgear plan view and footprint diagram.
 - 2. Switchgear layout diagram.
 - 3. Three-line diagram (for each switchgear bay).

4. AC control schematic (for each switchgear bay).
 5. DC control schematic (for each switchgear bay).
 6. Wiring diagram (for each switchgear bay).
 7. Interconnection diagrams (for each switchgear bay).
 8. External equipment diagrams.
 9. Control cable schedule.
 10. All other drawings required shall be completed and submitted by the Supplier.
- G. Drawings shall be submitted electronically to the Engineer in 11 x 17 PDF format.
- H. Drawings shall be transmitted with a cover letter and such letter shall note the submittal number, drawings included in transmittal, and date sent.
- I. The Supplier shall furnish to the Engineer the following submittal packages:
1. Submittal #1: after award of the contract and before proceeding with the manufacture and purchase of the material, submit electronic files of control building layout for approval. Details shall include building overall dimensions, equipment locations, and other details as required to allow Engineer to sufficiently review the existing building foundation.
 2. Submittal #2: after award of the contract and before proceeding with the manufacture and purchase of the material, submit electronic files of all fabrication details, layouts, and material lists for approval. Fabrication details shall include building/panel/cubicle overall dimensions, metal frame sizing, equipment cutout details and locations, ground bar mounting, and other details as required to allow Engineer to sufficiently review the design.
 3. Submittal #3: submit 35% design review package that includes schematics for:
 - a. One (1) main breaker cubicle,
 - b. One (1) feeder breaker cubicle,

- c. One (1) gen-tie breaker cubicle.
- d. One (1) bus-tie breaker cubicle.

Also furnish a preliminary wiring diagram for one switchgear cubicle and the control panel.

- 4. Submittal #4: submit all schematics for approval along with control cable schedule.
 - 5. Submittal #5: final review package including all fabrication details, control panel layouts, material lists, schematics, wiring diagrams and nameplate lists.
- J. Within one week after shipment of the equipment, the Supplier shall forward to the Engineer an electronic copy in both AutoCAD DWG compatible format and Adobe PDF compatible format for every drawing created or modified by the Supplier.
- K. Supplier shall provide a mark-up of Engineer-furnished drawings and Cable Schedule, or take possession of the Engineer-furnished drawings and updated them accordingly if preferred, to document any changes required for the design.
- L. Approval of final Supplier's drawings or data by the Engineer shall not relieve the Supplier of any part of his responsibility to meet all the requirements of this specification or as to the correctness of his drawings and data. Further, approval of the Engineer does not relieve the Supplier of responsibility for the adequacy of the design.
- M. Two (2) hard copies of all instruction books shall be provided with the equipment. One (1) copy of all approved shop drawings and/or material lists shall be furnished in electronic format after the project is completed. **One (1) zipped file containing all files required to create the instruction book shall be supplied via email, one drive, or similar electronic medium.**
- N. Supplier shall submit to the Engineer a maintenance schedule summary for all equipment furnished by Supplier needing routine maintenance as recommended by the equipment manufacturer.
- O. Allow three weeks for the Engineer's review of the shop drawings.

1.04 SHIPPING PROCEDURES:

- A. All Bids shall include F.O.B to the job site in Wayne, Nebraska. Address of the project site is:

Northeast Substation
1402 Centennial Road
Wayne, NE 68787

- B. Provide rigging and other necessary equipment to perform the installation. The supplier shall familiarize themselves with the site and visit the site prior to bidding if necessary, for offloading and setting on the existing pad. Existing site drawings can be furnished upon request.
- C. Notify the Owner by telephone when equipment is ready for shipment, at least **72 hours** prior to delivery, so the Owner can schedule to be on-site during delivery of the equipment.
- D. Title to the equipment shall pass to the Owner upon acceptance testing and checkout of the equipment and receipt of all required documentation.

1.05 WARRANTY:

- A. Bidder shall furnish a standard warranty package with the material.
- B. Coverage length: Minimum 18 months from energization or 24 months from date of delivery, whichever comes first.
- C. Shall be comprehensive, without deductibles, and shall cover all equipment supplied by Bidder, whether or not it was manufactured by the Bidder.
- D. All repair parts, labor, and travel expenses necessary for repairs at the job site shall be included.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS
FURNISHING 15 kV SWITCHGEAR

PART 1 - GENERAL

1.01 SCOPE:

- A. All other conditions of the Contract and the General Requirements are hereby made part of this Section.
- B. Work under this Section includes manufacturing, furnishing, and delivering 15 kV switchgear as herein specified and shown on the Drawings. Work includes, but is not limited to, the following:
 - 1. Furnish and deliver to site a lineup of new 15 kV metal-clad switchgear with five (5) 1200 Amp breakers, three (3) 2000 Amp breakers, 2000 Amp rated 15 kV bus, PT's, CT's, relays, and other control equipment, include all miscellaneous loose equipment and communication cables as indicated in the Cable Schedule and on the material lists shown on the Drawings.
 - 2. Furnish complete schematics for the switchgear, incorporating equipment drawings into the schematics.
 - 3. Furnish complete wiring diagrams and other drawings for the switchgear as noted on the Index Drawing.
 - 4. Unloading and installation of the switchgear.
- C. Material furnished by Others:
 - 1. Multi-conductor control cable for connections external to the switchgear as indicated in the Cable Schedule.
 - 2. 15 kV power cable for connections external to the switchgear.
- D. Work performed by Others:
 - 1. Installation of multi-conductor control cable for connections external to the switchgear.
 - 2. 15 kV power cable terminations.
 - 3. Field testing and commissioning of the switchgear.

1.02 SUBMITTALS:

- A. See General Requirements for submittal procedures.

1.03 SHIPPING PROCEDURES:

- A. See General Requirements for shipping procedures.
- B. Supplier shall notify the Owner and Owner's Contractor by telephone AT LEAST 7 DAYS PRIOR TO SWITCHGEAR DELIVERY.

1.04 WARRANTY:

- A. See General Requirements for warranty requirements.

1.05 APPROVED SUPPLIERS:

- A. Suppliers shall have experience designing and furnishing switchgear for electrical utility projects.
- B. All design and fabrication must be completed in the United States. Design and fabrication completed outside of the United States will not be accepted.
- C. Switchgear shall be furnished only from the following Suppliers, unless written permission is obtained from the Engineer.
 - 1. Pedersen Power Products/Eaton
 - 2. Harold K. Scholz Co.
 - 3. PowerCon Corp.
 - 4. States Electric
 - 5. Avail Switchgear Solutions

PART 2 – PRODUCTS

2.01 SWITCHGEAR FABRICATION:

- A. Electrical requirements:
 - 1. The system voltage will be 7.96/13.8 kV, 3-phase, 4-wire, grounded neutral, 60 hertz.
 - 2. Switchgear shall be designed, manufactured, and tested in accordance with the latest standards of ANSI and NEMA.
 - 3. Size bus bar and equipment ampacity as stated on the Drawings.

- B. Switchgear assembly:
1. Breaker housing and auxiliary units shall be arranged to meet the electrical requirements as shown on the one-line diagram.
 2. The breaker housings shall be the height and width shown on the Drawings. Bolt breaker housings together to form a rigid, metalclad, switchgear assembly.
 3. Each housing unit shall consist of breaker, bus, line, ground bus, instrument transformers, control, and auxiliary modules as required.
 4. Metal side panels shall isolate adjacent housings, and removable metal barriers shall isolate the 15 kV power cable terminations of each circuit.
 5. Arrange switchgear to facilitate entrance of the 15 kV power cables from ducts in the floor.
 6. Rear cover panels shall be hinged and bolted with handles.
 7. Front panel doors shall be hinged with handles.
 8. Switchgear shall be constructed of a minimum of #11 gauge hot rolled steel.
 9. All bus insulation, supports (including runback supports), and inter-compartmental barriers shall be porcelain or cycloaliphatic epoxy.
 10. Feeder cubicles shall be supplied with lightning arresters on each phase, Ohio Brass type PVD or equal.
 11. A terminal board sheet shall be provided for the mounting of terminal blocks, shorting type terminal blocks, secondary fuses, and any necessary panduit. Secure the terminal board by drilling and tapping the breaker housing wall and bolting to wall.
 12. Provide a through wireway near the top of the front part of the switchgear for control wire runs between panels where required.
 13. Allow for control cable entry from cable ducts from below, as well as from cable tray mounted above the switchgear. Both entrances shall be located in the front compartment, near the front of the switchgear.

C. Switchgear Panel Doors:

1. Front panels shall be half height, formed, with concealed hinge, providing ample swing for removal of the circuit breaker. Provide catch mechanism to hold door in open position.
2. Provide one black finished handle, without lock, per panel door.
3. Meters, control, and relays shall be mounted on the panel doors as indicated on the Drawings.
4. External equipment shall be semi-flush, panel mount type. Provide project-panel mounted relays or other equipment if needed to meet breaker racking requirements.
5. Panel doors shall have provisions (openings with covers) for racking breakers in and out of the energized position while the door is closed.
6. Panel door racking provisions shall also include mounting brackets for a provided racking motor. With the door closed, the racking motor can be attached to the brackets with associated hardware and engage the breaker racking mechanism through provided openings.

2.02 INSTRUMENTATION, CONTROL AND RELAYING:

A. General:

1. Refer to the Drawings for material lists indicating the devices and relays that shall be provided on the switchgear. The Supplier shall include any proposed substitutions or modifications to the equipment list with their proposal.
2. Items listed as “by Swgr Supplier” on the Drawings shall meet the ratings and specifications indicated on the Drawings and shall be approved by Engineer during review of the material list.
3. Annunciator and IED label wording shall be determined by Supplier and submitted to Engineer for review. Supplier shall furnish and install all annunciator and IED labels prior to shipment of the control panel.
4. Communication cables for interconnecting relays to communication processors and Ethernet switches shall be furnished as indicated on the Drawings.

2.03 CONTROL WIRING:

- A. Switchboard type, rated for 90° C operation.
- B. CT secondary circuits and associated test switches shall have #10 AWG wiring. All other wiring shall be #14 AWG minimum, unless noted otherwise.
- C. Installed, bundled, and tied in a workmanlike manner.
- D. Panduit and plastic wire ties shall be used to direct and secure wire in a neat manner.
- E. Wires shall be connected to terminal blocks and device terminals (where appropriate) with nylon insulated, ring-tongue multi-finger insulation grip terminals, Burndy type YAE-N or approved equal.
- F. Plastic markers shall be placed on each conductor to provide identification of the associated remote terminal point and equipment designation of the conductor.
- G. Control wiring between switchgear panels shall be run in the control cable wireway in the switchgear.
- H. Including fuse blocks for control and PT circuits as shown in the Drawings.
- I. External Wiring:
 - 1. Circuits between the external equipment and switchgear shall be via the terminal blocks mounted in the switchgear.
 - 2. All external switchgear wiring will be completed using multi-conductor control cable furnished and installed by Others as indicated in the Cable Schedule.
 - a. Wires from each control cable shall terminate on the same terminal block in each switchgear unit and adjacent blocks if more than one block is required. Multiple control cables can connect to the same terminal block if space exists on the block for terminating all wires of the control cables.
 - b. The external control panel wiring includes, but is not limited to, wiring between the 69 kV control panel, AC panels, and DC panels.

- c. All wires of the control cable shall be shown terminated on terminal blocks in the control panels whether or not the wire is used.

J. Terminal Blocks:

1. Terminal blocks shall be mounted near the front panel door for easy field access.
2. All terminal blocks not used for CT secondary circuits shall be GE type EB25, 12-circuit terminal blocks or approved equal unless indicated otherwise.
3. Terminal blocks that are used for CT secondary circuits shall be GE type EB27B06S, six-circuit terminal blocks or approved equal unless indicated otherwise.
4. Wire all CT leads out to an associated terminal block. This includes all taps for multi-ratio CTs and both connections to single-ratio CTs.
5. The neutral circuit of each CT secondary circuit shall be directly connected to ground at the terminal block only.
6. All terminal block terminations shall be furnished with washer-head screws whether they are used or not.
7. Terminal blocks shall include a label on each circuit that is referenced on the schematics. Circuit nodes that are not connected to a terminal block point do not require a label on the schematics or on the wire labels.

K. Furnish and install all data cables per the cable schedule.

L. Convenience outlets shall be provided and installed as shown in the Drawings.

M. Each cubicle shall have strip heaters, as sized by manufacturer, at each runback.

2.04 GROUNDING:

A. All switchgear breaker housing and auxiliary compartment units shall be grounded.

B. Control ground bus: provide and install a copper ground bus bar, 1/8 inch x 1 inch, near the front of the switchgear, accessible from all control

compartments, across the full length of the switchgear, for control and relay grounding. Secure the control ground bus bar to the power ground bus.

- C. Power ground bus: provide and install a 1/4-inch x 3-inch copper ground bus bar across the full length of the switchgear near the rear for power circuit grounding. This ground bus shall be suitable for use as a solid grounded neutral bus. NEMA 4-bolt pad terminals shall be furnished for terminating power cable and neutral conductors entering from the bottom.
- D. All bus joints on both ground bus bars shall be silver-plated and bolted. Secure the ground bus bars to each housing. The power ground bus shall be bolted to each breaker ground contact.
- E. Provide a means of securing meters, relays, and control devices to the mounting panels such that any metal case of these devices is grounded to the panel, not insulated from the same by paint or panel finish.

2.05 BREAKER AND BUS MODULE:

- A. Bus bar shall be sized per ampacity specified in the Drawings.
- B. The main bus shall be of copper and shall have flame-retardant insulation. Porcelain or cycloaliphatic epoxy main bus supports shall cover the bus opening between housings to provide a non-combustible firewall.
- C. All bus joints shall be silver-plated, bolted and insulated.
- D. Breaker/bus modules of the same rating shall be interchangeable and shall house any circuit breaker of the same rating.
- E. The stationary primary contact shall be silver-plated and recessed within porcelain or glass polyester NEMA GP03 supports. An automatic shutter shall cover the stationary primary disconnecting contacts when the breaker is in the disconnected position or out of the housing.
- F. The stationary secondary contacts shall be silver-plated multiple sockets. Safety interlocks shall be provided to function with the circuit breaker.
- G. Each breaker/bus module shall be furnished with a mechanism which will move the breaker between the Connected, Test, and Disconnected positions. The mechanism shall be designed so that the breaker will be self-aligning and will be held rigidly in the operating position without the necessity of locking bars or bolts.
- H. In the disconnect position, the breaker shall remain housed in the bay with the front panel door closed, and shall be easily removable from the

compartment with the door open. Extra front volume behind door shall be provided, as required, to accomplish this with all installed panel devices.

- I. A ground contact shall ground the breaker in the operating position, testing position, and between these positions.

2.06 CIRCUIT BREAKER:

- A. Circuit breakers shall be:
 - 1. Vacuum, Draw-out type.
 - 2. Rated 15,000 volts, 60 hertz.
 - 3. Continuous current rating as shown on the Drawings.
 - 4. Nominal interrupting rating of 25 kA.
 - 5. 125 VDC nominal operating voltage.
- B. Acceptable circuit breaker manufacturers:
 - 1. Eaton.
 - 2. ABB
 - 3. Siemens
 - 4. Or approved equal
- C. All circuit breakers of equal rating shall be interchangeable and shall fit any housing of the same rating.
- D. The mechanisms shall be of the stored energy type, normally charged by a universal electric motor, and be mechanically and electrically trip free.
- E. Provisions shall be included for manual charging of the mechanism.
- F. The primary disconnecting fingers shall be silver-plated and retained to the primary contacts with individual leaf springs.
- G. Each main contact shall be sealed in a separate vacuum unit. A means shall be provided to determine the degree of contact erosion.
- H. The secondary disconnecting contacts shall be silver-plated, multiple plug type, with automatic self-aligning sliding-type contacts.
- I. The circuit breaker shall be able to operate in either the operating or test positions.
- J. Interlocks shall be provided to prevent movement of a closed breaker, to prevent closing of a breaker between operating and test positions, to trip breakers upon insertion or removal from housing, and to discharge stored

energy mechanisms upon insertion or removal from housing. The breakers shall be secured positively in the housing between and including the operating and test positions.

K. Circuit Breaker control circuits:

1. Breaker control circuits shall be suitable for 125 volt DC operation and shall include all necessary limit and latch checking switches, interlocking switches, anti-pump mechanisms and control circuits, miscellaneous relays, test switches, etc., for proper operation.
2. The breaker control circuits shall include a normally open contact of the limit switch for the spring charging motor and a normally closed contact of the trip latch checking switch, in addition to the normally supplied devices, in the closing circuit of the breaker.

L. MOC contacts shall be provided which duplicate the “a” and “b” contacts in each breaker. Provide a minimum of five additional “a” MOC contacts and five additional “b” MOC contacts for each breaker.

M. Sufficient breaker status “a” and “b” contacts shall be supplied to complete the schemes per the attached drawings.

2.07 INSTRUMENT TRANSFORMERS:

A. Instrument transformers shall be provided and installed in breaker compartments as shown in the Drawings.

B. Current transformers (CTs) for relaying shall be ring type and of the ratio as shown in the Drawings. CTs shall be rated relaying accuracy class of C200 or greater. The transformers shall be mounted in the breaker module and shall be accessible after installation.

C. Current transformers for revenue metering (metering accuracy) shall meet ANSI Standard C57.13 of 0.15 percent at all burdens and shall have continuous thermal rating factor of at least 1.5. These current transformers shall be designed for indoor use and utilize one of the following construction styles as noted in the Drawings:

1. Ring type CT, similar to ABB type SCV-D

D. The potential transformers (PTs) shall be indoor and rated for use at nominal system voltages in a wye configuration. These potential transformers shall meet ANSI Standard C57.13 of 0.15 percent accuracy class for all burdens. Furnish ABB type VIZ-11 or similar. Provide ratio as shown on the Drawings.

- E. The potential transformers shall be mounted on draw-out or tip-out assemblies which disconnect both the primary and secondary PT connections and ground the same when in the draw-out position. Provide two (2) spare fuses.

2.08 ACCESSORIES:

- A. The switchgear shall be furnished with the following set of accessories:
 - 1. (1) Maintenance handle for manually closing circuit breaker when not in housing.
 - 2. (1) Levering crank for moving circuit breaker between test and connected positions.
 - 3. (1) Set of test plugs for use with relays and meters.
 - 4. (1) Spring charge handle for manually charging closing spring.
 - 5. (1) Turning dolly for handling circuit breaker outside housing.
 - 6. (1) Portable breaker lift for use with stacked circuit breakers type switchgear, for removal of the breaker from upper compartment and transporting to another location.
 - 7. (6) Spare LED indicating lamps for each type/color furnished.
 - 8. Two (2) spare 120/240 V fuses for each installed secondary fuse after energized and tested.
 - 9. Insulating boots shall be supplied for installation over the terminated connections in each bay where high voltage power cables are to be installed.
 - 10. Remote Racking System. System to include 120 V electric motor and minimum 20 ft. cord with controls.
 - 11. (1) Ten foot test jumper cable for electrically operating circuit breaker outside housing. Include panel with pushbuttons for installation on the control enclosure wall by others.

2.09 FINISH:

- A. Steel surfaces shall be chemically cleaned and treated to provide a bond between the primer paint and metal surfaces.
- B. Steel shall be finished with minimum of one (1) primer coat and two (2) coats of unfinished paint.
- C. Exterior Finish Paint: Indoor light gray ANSI #61.
- D. Interior Finish Paint: white semi-gloss.
- E. Furnish touch-up paint for application by Others after installation.

2.10 NAMEPLATES:

- A. Nameplate sizes and text sizes as indicated on the Drawings.

- B. Laminated plastic, adhesive-type securely fastened to panel.
- C. White lettering on black background; wording shall be as shown on the Drawings.

PART 3 - EXECUTION

3.01 TESTING AND CHECKOUT PROCEDURES

- A. The Supplier shall perform all production tests required by the applicable standards and these specifications. Tests on the switchgear assembly shall include, but not be limited to, the following:
 - 1. Mechanical operation tests
 - 2. Instrument transformer case grounding tests
 - 3. Instrument transformer polarity verification
 - 4. Dielectric tests (AC Hi-Pot)
 - 5. Functional tests
 - 6. Control wiring continuity tests
 - 7. Acceptance, commissioning, and proper operation testing of the equipment
 - 8. Breaker testing

The following tests and checks shall be performed on CT's in the 15 kV switchgear:

- 1. Megger test (CT's to ground)
 - 2. Polarity test.
 - 3. Ratio test (test all taps as required).
 - 4. Excitation/Saturation Tests.
 - 5. Verify circuit grounding at only one grounding point
- B. Additionally, each medium voltage draw-out circuit breaker shall be uncrated and inserted into the switchgear cubicles to verify alignment and proper operation.
- C. Manufacturer shall perform all tests required by its Quality Assurance Program to ensure that this product will maintain its high-quality standard of materials and reliability in operation.
- D. The Supplier shall include one (1) copy of associated test reports in each set of instruction manuals.
- E. After the installation of equipment and prior to energizing of the same, several types of tests will be performed by an independent testing company hired by the Owner. Tests included will be:

1. Functional testing of all equipment.
 2. Functional testing of all control schemes when connected to the external equipment.
 3. Phase angle and magnitude testing of all equipment.
- F. The Supplier shall be available for telephonic consultation as needed during the field testing and commissioning phase as questions or issues arise. If issues/deficiencies are discovered with the switchgear during the testing/commissioning phase, the Owner reserves the right to require the Supplier to provide field personnel immediately to resolve the issues/deficiencies.

3.02 DELIVERY AND INSTALLATION

- A. The Supplier shall protect the painted surfaces during shipping to preserve the factory-applied finish and provide touch-up paint for any areas that may have become scratched during the shipping, unloading and installation process.
- B. In addition to painted surfaces, the Supplier shall protect any equipment displays, control switch handles, clear glass doors, and/or other instruments from being scratched or damaged.
- C. The equipment will be brought into the substation control building by Others via an opening approximately 9 feet wide by 9 feet high. The Supplier shall make all necessary arrangements to accommodate this so that the switchgear can be moved into the building without any disassembly.
- D. Coordinate delivery address with Engineer.

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS
FURNISHING CONTROL PANEL

PART 1 - GENERAL

1.01 SCOPE:

- A. All other conditions of the Contract and the General Requirements are hereby made part of this Section.
- B. Work under this Section includes manufacturing, furnishing, and delivering control panel as herein specified and shown on the Drawings. Work includes, but is not limited to, the following:
 - 1. Furnish and deliver to site one (1) control panel, including all miscellaneous loose equipment and communication cables as indicated on the material lists shown on the Drawings.
 - 2. Furnish complete schematics for the control panel, incorporating equipment drawings into the schematics.
 - 3. Furnish complete wiring diagrams and other drawings for the control panel as noted on the Drawing List.
 - 4. After the panel wiring diagrams are complete, it shall be the responsibility of the Supplier to develop interconnection diagrams showing color-coded cable routings and connections between terminal strips located in the switchgear or panel and in external devices. A control cable schedule drawing shall also be furnished showing the size, type, and function of each color-coded control cable. The control cable schedule shall include point-to-point wiring details for use by the substation construction contractor in connecting the necessary field wiring between the switchgear or control panel and external equipment.
 - 5. The supplier shall also provide the wiring diagrams for the circuit breaker and power transformer. The drawings will be provided by the Engineer during the design of the project. The equipment drawings will be furnished in AutoCAD format. The wiring diagrams shall show the interconnection between control panel and switchgear equipment.
 - 6. Control cable schedule shall be developed by the supplier. This shall include the wire size type and to and from locations where the wire

shall be landed. The Engineer will develop a preliminary schedule for the supplier during design.

7. Unloading and installation of control panel.

C. Material furnished by Others:

1. Multi-conductor control cable for connections external to each control panel as indicated in the Cable Schedule.

D. Work performed by Others:

1. Installation of multi-conductor control cable for connections external to each control panel.

2. Field testing and commissioning of each control panel.

1.02 SUBMITTALS:

A. See General Requirements, for submittal procedures.

1.03 WARRANTY:

A. See General Requirements for warranty requirements.

1.04 APPROVED SUPPLIERS:

A. Suppliers shall have experience designing and furnishing control panels for electrical utility projects.

B. All design and fabrication must be completed in the United States. Design and fabrication completed outside of the United States will not be accepted.

C. Control panel shall be furnished only from the following Suppliers, unless written permission via addendum is obtained from the Engineer.

1. Pedersen Power Products/Eaton
2. Harold K. Scholz Co.
3. PowerCon Corp
4. Electrical Power Products (EP²)
5. States Manufacturing
6. Keystone Electrical Manufacturing Co.

PART 2 - PRODUCTS

2.01 CONTROL PANEL FABRICATION:

A. Typical control panel:

1. Shall be a free-standing panel with the meters, control, and relays mounted on the front door panel as indicated on the Drawings.
2. External equipment shall be semi-flush or rack mounted type.
3. The front of the control panel shall be a full height door with concealed hinge on one side and a catch mechanism to hold door in the open position. Chrome handles shall be provided.
4. The frame for the control panel shall be formed of welded angle structural members. The outside frame width shall be 30 inches and depth 30 inches (as required) with drilling provided for bolting future matching units together to form a continuous row of panels.
5. See details on the drawings for general layout of the panels.
6. Top shall be closed with a welded plate having all exposed welds ground smooth. The top plate shall have two openings for cable entrance from an overhead tray. A cover plate shall be installed on the top entrances for removal by Others if cable entrances are required.
7. The bottom shall be open to accommodate cables from conduits stubbed through the floor where the control panel is installed.
8. Side plates shall be welded to the frame and equipped with subpanels for terminal blocks, panduit, and wiring straps, as required. These shall be provided on each side of the panel to accommodate the termination of internal and external control wiring.
9. Rear plate shall be welded to the frame and equipped with an interior subpanel for fuse blocks and other equipment as required.
10. A light shall be provided in the control panel. The light shall be controlled by an integral motion sensor.
11. Front door panel shall have standard 19" rack-mounting rails to accommodate 46 rack units of space. Unused rack space shall have coverplates as indicated on the drawings.

2.02 INSTRUMENTATION, CONTROL AND RELAYING:

A. General:

1. Refer to the Drawings for material lists indicating the devices and relays that shall be provided on the control panel. The Supplier shall include any proposed substitutions or modifications to the equipment list with their proposal.
2. Items listed as “by Supplier” on the drawings shall meet the ratings and specifications indicated on the drawings and shall be approved by Engineer during review of the material list.
3. Communication cables for interconnecting relays to communication processors and Ethernet switches shall be furnished as indicated on the drawings. Additional cables for fiber communication shall also be furnished as indicated on the material lists.

2.03 CONTROL WIRING:

- A. Switchboard type, rated for 90° C operation.
- B. CT secondary circuits and associated test switches shall have #10 AWG wiring. All other wiring shall be #14 AWG minimum, unless noted otherwise.
- C. Installed, bundled, and tied in a workmanlike manner.
- D. Panduit and plastic wire ties shall be used to direct and secure wire in a neat manner.
- E. Wires shall be connected to terminal blocks with nylon insulated, ring-tongue multi-finger insulation grip terminals, Burndy type YAE-N or approved equal.
- F. Plastic markers shall be placed on each conductor to provide identification of the associated remote terminal point and equipment designation of the conductor.
- G. Circuits between the external equipment and control panel shall be via the terminal blocks mounted in the control panel.
- H. Interpanel Wiring:
 1. All external control panel wiring will be completed using multi-

conductor control cable furnished and installed by Others as indicated in the Cable Schedule.

- a. Wires from each control cable shall terminate on the same terminal block in each control panel and adjacent blocks if more than one block is required. Multiple control cables can connect to the same terminal block if space exists on the block for terminating all wires of the multiple control cables.
- b. The external control panel wiring includes, but is not limited to, wiring between the control panels, wiring to AC panels, wiring to DC panels, and wiring to yard equipment (by Others).
- c. All wires of the control cable shall be shown terminated on terminal blocks in the control panel whether or not the wire is used.

I. Terminal Blocks:

1. All terminal blocks not used for CT secondary circuits shall be GE type EB25, 12-circuit terminal blocks or approved equal unless indicated otherwise.
2. Terminal blocks that are used for CT secondary circuits shall be GE type EB27B04S, four-circuit terminal blocks or approved equal unless indicated otherwise.
3. The neutral circuit of each CT secondary circuit shall be directly connected to ground at the terminal block only.
4. All terminal block circuits shall be furnished with washer-head screws whether they are used or not.
5. Terminal blocks shall include a label on each circuit that is referenced on the schematics. Circuit nodes that are not connected to a terminal block point do not require a label on the schematics or on the wire labels.

2.04 GROUNDING:

- A. Install a copper ground bus bar, 1/4 inch x 1 inch, near the top or the bottom of the control panel across the full length of the control panel for control and relay grounding.
- B. Ground bus shall be designed to permit the extension of the ground bar

through a row of panels with side panel cutouts and covers as required. Provisions shall be provided for connecting the ground bus of adjacent control panels together so that the ground bus bar extends continuously through the entire panel line-up.

- C. Bus joints on the ground bus bars shall be silver-plated and bolted.
- D. Provide a means of securing meters, relays, and control devices to the mounting panels such that any metal case of these devices is grounded to the panel, not insulated from the same by paint or panel finish.

2.05 FINISH:

- A. Steel surfaces shall be chemically cleaned and treated to provide a bond between the primer paint and metal surfaces.
- B. Steel shall be finished with minimum of one (1) primer coat and two (2) coats of unfinished paint.
- C. Exterior Finish Paint: Indoor light gray ANSI #61.
- D. Interior Finish Paint: white semi-gloss.

2.06 NAMEPLATES:

- A. Nameplate sizes and text sizes as indicated on the supplied Drawings.
- B. Laminated plastic, adhesive-type securely fastened to panel.
- C. White lettering on black background, unless noted otherwise on the Drawings; wording shall be as shown on the Drawings.

PART 3 - EXECUTION

3.01 TESTING AND CHECKOUT PROCEDURES

- A. The Supplier shall perform all production tests required by the applicable standards and these specifications. Tests on each control panel assembly shall include, but not be limited to, the following:
 - 1. Mechanical operation tests
 - 2. Functional tests
 - 3. Control wiring continuity tests
 - 4. Acceptance and commissioning testing of all devices.

- B. Manufacturer shall perform all tests required by its Quality Assurance Program to insure that this product will maintain its high quality standard of materials and reliability in operation.
- C. After the installation of equipment and prior to energizing of the same, several types of tests will be performed by the Owner. Tests included will be:
 - 1. Functional testing of control schemes.
 - 2. Phase angle and magnitude testing of all equipment.
- D. The Supplier shall be available for telephonic consultation as needed during the field testing and commissioning phase as questions or issues arise. If issues/deficiencies are discovered with the control panel during the testing/commissioning phase, the Owner reserves the right to require the Supplier to provide field personnel immediately to resolve the issues/deficiencies.

3.02 DELIVERY AND INSTALLATION

- A. The Supplier shall protect the painted surfaces during shipping to preserve the factory-applied finish and provide touch-up paint for any areas that may have become scratched during the shipping, unloading and installation process.
- B. In addition to painted surfaces, the Supplier shall protect any equipment displays, control switch handles, clear glass doors, and/or other instruments from being scratched or damaged.
- C. The Supplier shall install equipment within control building, which is to be installed on the foundation pad by Others.

* * * END OF SECTION * * *

TESTING

PART 1 - GENERAL

1.01 SCOPE:

- A. Work under this Section includes optional testing of the equipment installed in this project or specifically stated herein as noted on the Bid Form. Scope of work includes, but is not limited to, the following:
 - 1. Protective relay testing.
 - 2. Switchgear current transformer testing.
- B. Work by the Owner:
 - 1. Functional checkout and commissioning.

1.02 PAYMENT:

- A. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.03 REFERENCES:

- A. American National Standards Institute (ANSI)
- B. American Society for Testing and Materials (ASTM)
- C. Institute of Electrical and Electronics Engineers (IEEE)
- D. InterNational Electrical Testing Association (NETA)
- E. National Electric Safety Code

PART 2 - PRODUCTS

- 2.01 Supply necessary testing equipment, power, and miscellaneous equipment to complete the testing of equipment installed in this project or specifically stated herein.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Prior to energizing the equipment, several types of tests shall be performed on the equipment noted. The Owner and Engineer reserve the right to witness all tests completed by the Contractor. One week notice shall be given to the Owner and Engineer before completing testing.
- B. Before testing the equipment, the following checks shall be completed on all equipment:
 - 1. Compare equipment nameplate with the drawings and specifications.
 - 2. Inspect the condition of the equipment.
 - 3. Verify proper grounding.

3.02 TESTING DOCUMENTATION:

- A. All testing completed shall be documented on a form to be submitted to the Engineer for verification of completed tests and for final review and acceptance. Test report forms shall be submitted within 7 days after completion of each test.
- B. A testing plan and sample test reports shall be submitted to Engineer for approval prior to the start of testing. Use of the testing Contractor's standard forms is expected to be sufficient for this project.
- C. Deficiencies identified by the testing shall be reported to the Engineer immediately. The Contractor may be required to perform additional testing as necessary to determine the cause of the deficiencies. If the deficiencies were a result of defective test equipment or improper testing procedures, the additional testing shall be completed without additional expense to the Owner.

3.03 PROTECTIVE RELAY TESTING:

- A. Relay settings furnished by the Owner or Engineer shall be uploaded and tested in accordance with the manufacturer's recommendations, including but not limited to the following tests and checks:

1. AC Inputs:
 - a. Verify accuracy of current/voltage inputs.
 - b. Confirm CT and PT ratio settings.
2. Protective Functions:
 - a. Test all pickup/time out points for all protective functions enabled within the relay. This includes but not limited to the 50/51, 67, 81, and 87 functions.
3. Logic Functions:
 - a. Test the logical pickup/timing sequence for each logical function enabled within the relay. This includes but not limited to the 25, 27/59, 79, and breaker fail functions.
 - b. Testing of the reclosing (79) function shall include actual breaker operation to confirm the reclosing settings.
4. Discrete Inputs and Outputs:
 - a. Test the functionality of device's discrete inputs and outputs in use. Verify appropriate pickup/dropout thresholds and timing.

B. The Engineer shall be notified immediately if any relay does not perform as expected.

*** END OF SECTION ***

MATERIAL AGREEMENT

THIS AGREEMENT made as of ____, 2025 between _____ (hereinafter called the "Supplier"), and City of Wayne (hereinafter called the "Owner"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

1.01 SCOPE OF WORK.

- A. The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier the equipment in strict accordance with the documents entitled **“Furnishing 15kV Switchgear and 69 kV Control Panel – Northeast Substation” for City of Wayne.**

1.02 THE CONTRACT DOCUMENTS.

- A. The Contract Documents shall consist of this written Agreement, Bid Form, Advertisement for Bids, Instructions to Bidders, Addendums issued numbers ____, Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier’s Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the “Contract Documents”). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto.

1.03 TIME OF COMPLETION.

- A. The work to be performed under this contract shall be commenced upon execution of this Agreement and shall be fully completed by **August 20, 2026.**

1.04 THE CONTRACT SUM.

- A. The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of \$ _____, subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.

1.05 PAYMENT.

- A. Payment to the Supplier will be made on the basis of ninety-five percent (95%) of the base bid within thirty-one (31) days of receipt of the materials in acceptable condition and associated invoice.

The Owner shall within thirty-one (31) days after final completion, field testing, required test reports, record drawings, final documentation and certification by Engineer, pay the Supplier the remaining five percent (5%) of the contract price.

1.06 TERMINATION.

- A. This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement and, that party fails to initiate and diligently pursue a cure to such breach within the seven (7) day period after receiving such written notice. Further, any delay, suspension or termination of an order for convenience will be subject to Supplier's Cancellation and Delay Policy, as attached to Supplier's bid.

1.07 ASSIGNMENT.

- A. The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.

1.08 PARTIAL INVALIDITY.

- A. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Nebraska, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

1.09 WAIVER.

- A. No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Supplier to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

1.10 ENTIRE AGREEMENT.

- A. The within Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.

1.11 COUNTERPARTS.

- A. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

1.12 GOVERNING LAW.

- A. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Wayne County, State of Nebraska or the United States District Court for the State of Nebraska. This transaction shall be governed by the laws of the State of Nebraska.

1.13 NOTICES.

- A. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

If to Supplier:

City of Wayne

306 Pearl Street

Wayne, NE 68787

1.14 CASUALTY INSURANCE.

- A. Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.

1.15 RISK OF LOSS.

- A. Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner's Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Buyer accepts the Equipment.

APPENDIX

1. Proposed IED I/O and Port Assignments
2. Cable Schedule (furnished during design)
3. Drawings:

NE-000 – Drawing Index
NE-100 – Switching One Line
NE-110 – Protection and Control One-Line – 69 kV
NE-111 – Protection and Control One Line – 13.8 kV
NE-150 – Communication Diagram
NE-400 – Control Building Layout
NE-405 – Control Building – Cable Tray & HVAC Plan
NE-450 – Station Service One-Line
NE-452 – 120/240 VAC Station Power & AC Panel 1 Details
NE-462 – 125 VDC Battery System & DC Panel 1 Details
NE-463 – 125 VDC Battery System & DC Panel 2 Details
NE-501 – Control Panel P1 Layout
NE-550 – Switchgear Panel Layouts – 13.8 kV Bus B
NE-560A – Switchgear Panel Layouts – 13.8 kV Bus B – Nameplates
NE-560B – Feeder Nameplate Details – 13.8 kV Bus B Switchgear
SAMPLE CP-01 – Wiring Diagram – Sample Control Panel
SAMPLE CP-05A – Sample Panel Details
SAMPLE CP-14 – Labels and Details
SAMPLE CP-15 – Control Schematic – Sample – Circuit Switcher 6904
SAMPLE CP-16 – Relay Schematic – Sample XFMR T1 (87T1A, 87T1B & 86T1)
SAMPLE SWGR-01 – Wiring Diagram – Sample Switchgear Cubicle
SAMPLE SWGR-02 – Footprint & Planview – Sample Switchgear
SAMPLE SWGR-03 – Fabrication Details – Sample Switchgear Cubicle
SAMPLE SWGR-11 – Control Schematic – Sample Main Breaker (BM)
SAMPLE SWGR-12 – Control Schematic – Sample Feeder Breaker (B1)
SAMPLE SWGR-13 – Control Schematic – Sample Generator Tie Breaker (GT1)
SAMPLE SWGR-14 – Control Schematic – Sample Bus B (86BB)
SAMPLE SWGR-15 – Control Schematic – Sample Generator Tie Differential (87GT1)
SAMPLE SWGR-21 – Three Line Diagram – Sample Switchgear Cubicle
SAMPLE CBL SCHED – Sample Control Cable Schedule

Project Manual
**Furnishing 15 kV Switchgear
and 69 kV Control Panel**

**City of Wayne
Wayne, Nebraska**

April 2025

	<p>I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Nebraska.</p> <p>By <u>Paul A. Davis</u> <u>xx/xx/xxxx</u> Paul A. Davis, P.E. (Date)</p> <p>License Number <u>E-12155</u></p> <p>Pages or sheets covered by this seal: <u>All bound pages.</u></p>
--	--

DGR Project No. 412307

DGR Engineering
1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

RESOLUTION NO. 2025-27

**A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE
“PRAIRIE PARK PHASE 4 PROJECT” AND AUTHORIZING THE CITY CLERK TO
ADVERTISE FOR BIDS.**

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans and specifications, as prepared by the City’s Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 15th day of April, 2025.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk