

AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
513 MAIN STREET
December 1, 2025

1. Call the Meeting to Order – 5:30 p.m.
2. Pledge of Allegiance
3. Mayoral Announcements

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the table in 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.

4. [Approval of Minutes – November 17, 2025](#)
5. [Approval of Claims](#)
6. Public Hearing: Application for a Class C (on and off sale) Liquor License — The 4th Jug, LLC, d/b/a “The Max Again” – Hunter Jorgensen
7. [Resolution 2025-69: Approving Application for a Class C \(on and off sale\) Liquor License — The 4th Jug, LLC, d/b/a “The Max Again” – Hunter Jorgensen](#)
8. [Resolution 2025-70: Adopting “City of Wayne Public Art Policy”](#)

The Public Art Committee is recommending adoption of the “Wayne Public Art Policy.” The Policy is intended to provide a process and a framework for the display of public art in the City of Wayne. The policy provides language on the art program objectives and priorities, art committee makeup, artwork and artist selection, and asset management. The “Wayne Public Art Policy” was adapted from the City of Lincoln Public Art Master Plan with permission. Attorney Miller reviewed the Committee’s version of the Policy and provided revisions for the Committee. On November 17th, the Committee voted to recommend approval of the current version of the Policy and forward the same to Council for their consideration.

9. [Resolution 2025-71: Approving “Master Services Agreement” with Municipal Energy Agency of Nebraska \(MEAN\) for professional services relating to various utility-related services for the City of Wayne](#)

Background: MEAN has been providing assistance in preparing U.S. Department of Energy’s Energy Information Administration reports for the City over the past 5+ years (e.g. EIA-860 - Annual Electric Generator Report; Form EIA-861 - Annual Electric Power Industry Report; and IA-923 - Annual Power Plant Operations Report).

MEAN has also been providing assistance with applications and filings required by the Nebraska Department of Water, Environment and Energy (NDWEE) including permit applications/renewals, emissions reporting, records maintenance and more, including the following reports: Certification of Compliance (COC) Report; State and Local Emissions Inventory System (SLEIS) Report; and 750 Semi-Annual Report of Deviations.

This Master Services Agreement was last approved and signed by Mayor Giese in 2020. The cost of preparing and submitting the reports is \$750-\$1,000 per report.

10. [Resolution 2025-64: Approving the specifications and authorizing the purchase of a 2026 Work Truck – Electric Distribution Department \(Tabled from the last meeting\)](#)
11. [Ordinance 2025-18: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 70 General Provisions - All Terrain and Utility Vehicles \(Second Reading\)](#)
12. [Ordinance 2025-19: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 70 General Provisions - All Terrain and Utility Vehicles to add a Section pertaining to golf cars \(Second Reading\)](#)
13. [Action on Contractor’s Application for Payment No. 5 in the amount of \\$78,069.14 to Gehring Construction and Ready Mix Co., Inc., for the “Wayne 7th Street Trail, CDBG No. 22-PW-008 Project” – Roger Protzman, Engineer with JEO Consulting Group, Inc.](#)

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

14. [Action on Change Order No. 1 in the amount of \\$10,490.33 to T.R. Harris Construction, Inc., for the “Wayne Prairie Park Phase 4 – Parks & Rec/Roundabout Paving Project” – Jordan Utesch, Olsson](#)
15. [Action on Pay Application No. 2 \(Final\) in the amount of \\$296,843.08 to T.R. Harris Construction, Inc., for the “Wayne Prairie Park Phase 4 – Parks & Rec/Roundabout Paving Project” – Jordan Utesch, Olsson](#)

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

16. [Action on the Nebraska Department of Transportation’s Maintenance Agreement \(2026 Renewal\)](#)

Background: Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system, preservation and right-of-way maintenance. Each supplement after the 2025 agreement will show a 3% increase. The rates are outlined in the attached letter. Following the fourth supplement, the Department will calculate a new 3–year average for a new base rate set to begin in 2030.

17. Update/Discussion on 306 Pearl Street

Background: Council has had some discussion in the past on what use is best for the old City Hall. Besides the communications equipment in the basement for the tower, currently the building is being used for the Recycled Reads store (Friends of the Library) and library storage. There has been some discussion about demolishing the interior and giving the property over to the CRA to sell/develop, or renting space to non-profit and for-profit businesses. Another idea that has surfaced is using the space as a business incubator where startup businesses utilize the space while growing and ultimately get pushed out into market rate properties.

18. Adjourn

**MINUTES
CITY COUNCIL MEETING
November 17, 2025**

The Wayne City Council met in regular session at City Hall on November 17, 2025, at 5:30 o'clock P.M.

Council President Matt Eischeid 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, Jason Karsky, and Dallas Dorey; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Mayor Jill Brodersen and one vacancy.

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.

Council President Eischeid advised the public that a copy of the Open Meetings Act was located on the table in 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.

Council President Eischeid requested Council consideration of the mayoral appointment of Joe Whitt as Councilmember for Ward 1.

Council President Eischeid made a motion, which was seconded by Councilmember Webber, approving the mayoral appointment of Joe Whitt as Councilmember for Ward 1. Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Attorney Miller then gave the Oath of Office to Joe Whitt as Councilmember for Ward 1.

Councilmember Spieker made a motion, which was seconded by Councilmember Bolte, to approve the minutes of the meeting of November 3, 2025, and to waive the reading thereof. Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

APPROVED 11/3/25: GEHRING CONSTRUCTION, SE, 26044.63; OTTE CONSTRUCTION, SE, 30430.35; ROBERT WOEHLE & SONS, SE, 50115.79; SARGENT DRILLING, SE, 176395.54
VARIOUS FUNDS: ACE HARDWARE & HOME, SU, 1006.78; AMERICAN UNDERGROUND SUPPLY, SU, 1426.37; APPEARA, SE, 71.86; APPEARA, SE, 57.35; BICM CONSTRUCTION, RE, 500.00; CERTIFIED TESTING SERVICES, SE, 4144.50; CHASE PAYMENTECH, SE, 6277.86; CHASE PAYMENTECH, SE, 658.29; CHASE PAYMENTECH, SE, 28.21; CITY EMPLOYEE, RE, 57.42; CITY EMPLOYEE, RE, 1524.97; CITY EMPLOYEE, RE, 481.76; CITY OF WAYNE, RE, 1650.00; DEARBORN LIFE INSURANCE COMPANY, SE, 3398.36; ELECTRIC PUMP, SU, 380.83; FAST PIK, SU, 6762.29; FLOOR MAINTENANCE, SU, 266.36; GUARDIAN, SE, 604.27; HELENA AGRICULTURE ENTERPRISES, SU, 326.00; HILAND DAIRY, SE, 106.21; HYDRAULIC EQUIPMENT, SU, -64.13; HYDRAULIC EQUIPMENT, SU, 64.13; ISLAND SPRINKLER SUPPLY, SU, 164.60; JOHNSON HEALTH TECH RETAIL, SU, 9382.78; MIDWEST LABORATORIES, SE, 174.57; MONAHAN, PHILLIP, RE, 110.39; NPPD, SE, 8168.08; NNEDD, SE, 3823.75; OLSON, DAVE, RE, 15.00; ONE CALL CONCEPTS, SE, 65.32; OPTK NETWORKS, SE, 531.54; O'REILLY AUTOMOTIVE STORES, SU, 66.38; O'REILLY AUTOMOTIVE STORES, SU, 6.90; QUALITY FOOD CENTER, SU, 76.19; STATE NEBRASKA BANK & TRUST, SE, 78.56; US BANK, SU, 11717.40; US FOODSERVICE, SE, 2508.40; VALMONT COATINGS, SU, 3531.03; WASTE CONNECTIONS, SE, 46.50; WAYNE AUTO PARTS, SU, 197.20; WAYNE HERALD, SE, 789.34; WAYNE HERALD, SE, 190.00; WAYNE HERALD, SE, 896.00; WAYNE VETERINARY CLINIC, SE, 42.00; WESCO, SU, 28829.97; ALLO COMMUNICATIONS, SE, 1592.03; AMERICAN UNDERGROUND SUPPLY, SU, 83.77; AMERITAS, SE, 72.00; AMERITAS, SE, 197.87; AMERITAS, SE, 35.00; AMERITAS, SE, 4779.14; APPEARA, SE, 65.74; ARROWHEAD DEVELOPMENT, RE, 1000.00; BIG RIVERS ELECTRIC CORPORATION, SE, 193199.60; BINSWANGER GLASS, SU, 312.80; BLACK HILLS ENERGY, SE, 836.99; BRAUN, DAVID, RE, 500.00; CHESTERMAN, SU, 394.25; CINTAS, SU, 200.96; CITIZENS STATE BANK, RE, 1606.49; CITY EMPLOYEE, RE, 530.51; CITY EMPLOYEE, RE, 452.15; CITY EMPLOYEE, RE, 51.00; CITY OF NORFOLK, SE, 130.48; CITY OF WAYNE, PY, 126492.16; CITY OF WAYNE, RE, 244.21; CORE & MAIN, SU, 3210.92; COTTONWOOD WIND PROJECT, SE, 16129.93; DAS STATE ACCTG-CENTRAL FINANCE, SE, 119.73; DEMCO, SU, 238.31; DWEE-FISCAL SERVICES-IWM, FE, 280.00; EAKES OFFICE PLUS, SE, 81.52; ED M. FELD EQUIPMENT, SU, 460.58; FIRST CONCORD GROUP, SE, 15605.17; FLOOR MAINTENANCE, SU, 477.23; GRACE LUTHERAN CHURCH, RE, 200.00; GROSSENBURG IMPLEMENT, SU, 490.73; HILAND DAIRY, SE, 157.88; ICMA, SE, 214.81; ICMA, SE, 43.40; ICMA, SE, 272.00; ICMA, SE, 584.44; ICMA, SE, 11244.12; ICMA, SE, 1560.16; ICMA, SE, 148.60; ICMA, SE, 369.23; ICMA, SE, 270.84; ICMA, SE, 158.98; ICMA, SE, 623.47; INGRAM LIBRARY SERVICES, SU, 1734.57; IRS, TX, 21239.64; IRS, TX, 15416.13; IRS, TX, 4967.34; JACK'S UNIFORMS, SU, 1357.49; JEO CONSULTING GROUP, SE, 1317.81; KTCH, SE, 175.00; LOVE SIGNS, SE, 3646.25; MAIN STREET GARAGE, SE, 100.00; MICHAEL TODD INDUSTRIAL SUPPLY, SU, 777.01; MIDWEST TAPE, SU, 256.69; NE DEPT OF REVENUE, TX, 6291.54; NORTHEAST TIRE SERVICE, SE, 410.00; OCLC, SE, 391.11; ODEYS, SE, 4500.00; O'REILLY AUTOMOTIVE STORES, SU, 103.18; O'REILLY AUTOMOTIVE STORES, SU, 57.23; OVERHEAD DOOR, SE, 180.00; PROGRESSIVE

PROPERTIES, RE, 1025.84; PROGRESSIVE PROPERTIES, RE, 3311.41; PROGRESSIVE PROPERTIES, RE, 2914.45; RETRAC, SU, 2110.00; SARGENT DRILLING, SE, 62523.74; SOOLAND BOBCAT, SU, 115.26; STADIUM SPORTING GOODS, SE, 204.00; STAPLES, SU, 74.87; UTILITY EQUIPMENT, SU, 366.80; WAYNE COUNTY CLERK, SE, 629.92; WAYNE COUNTY CLERK, SE, 10.00; WESCO, SU, 1004.46; WISNER WEST, SU, 226.41; ZACH HEATING & COOLING, SE, 264.83

Councilmember Houser made a motion, which was seconded by Councilmember Bolte, to approve the claims. Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Tom Sievers, First Asst. Fire Chief, introduced Joshua Doring and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department. At this time, Joshua serves as a cadet on the Wayne Volunteer Fire Department.

Councilmember Spieker made a motion, which was seconded by Councilmember Webber, approving the membership application of Joshua Doring to the Wayne Volunteer Fire Department. Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Luke Virgil, Economic Development Director, representing Wayne America, Inc., was present requesting Council consideration to allowing them to close the following street for the “Small Business Saturday Holiday Market” event on Saturday, November 29, 2025, from 7:00 a.m. to 3:00 p.m.:

The entire 200 block of Pearl Street, starting at the north end of the 2nd and Pearl Street intersection and ending at the south end of the 3rd and Pearl Street intersection.

The proposed closure would allow east/west traffic through the 2nd and Pearl and 3rd and Pearl Street intersections.

Councilmember Spieker made a motion, which was seconded by Councilmember Bolte, approving the request of Wayne America, Inc., to close the following street for the “Small Business Saturday Holiday Market” event on Saturday, November 29, 2025, from 7:00 a.m. to 3:00 p.m.:

The entire 200 block of Pearl Street, starting at the north end of the 2nd and Pearl Street intersection and ending at the south end of the 3rd and Pearl Street intersection.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Luke Virgil, Wayne Economic Development Director, was present representing the LB840 Revolving Loan Fund Review Committee. The City of Wayne LB840 Revolving Loan Fund Review Committee met on November 7, 2025, and reviewed a revolving loan fund application to Wayne's Economic Development Program (WEDP) by CG Taylor, LLC (Cara Taylor). The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to CG Taylor, LLC (Cara Taylor):

- Approval of the loan request for \$74,250;
- A loan repayment period of 10 years; and
- An interest rate to be set at one half the rate set by the primary lender. (Primary Lender Rate (SNB&T) – 7%; WEDP Rate: 3.50%)

Cara Taylor was present to answer questions and to request Council consideration to reducing the interest rate to 2%. Her closing date is scheduled for December 1st.

The Architectural Review Committee, consisting of Jill Brodersen, Jason Karsky and Andy Haslit, met, and they are suggesting the following:

- To install an awning; and
- Install panels/fencing/foilage along the east side of the attached house to make it flow better and to distract from the house.

After discussion, Councilmember Webber made a motion, which was seconded by Councilmember Houser, approving the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$74,250 revolving loan fund loan to CG Taylor, LLC (Cara Taylor), with the following conditions:

- A loan repayment period of 10 years; and
- An interest rate to be set at 2%.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

City Attorney Miller reviewed the changes she made to Ordinance 2025-18 – Riding Lawn Mowers, Garden Tractors and Skid Loaders, and Ordinance 2025-19 – Golf Cars.

Council President Eischeid approved of the amendments and thought these ordinances would be of benefit to the City.

Police Chief Chinn, when asked, stated he had no issues with the proposed ordinances.

Councilmember Webber introduced Ordinance No. 2025-18, and moved for approval thereof;
Councilmember Spieker seconded.

ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – ALL-TERRAIN AND UTILITY-TYPE VEHICLES TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The second reading will take place at the next meeting.

Mayor Brodersen (via zoom) advised Council to seek input from their constituents on these ordinances before the next meeting. She was in favor of having to be at least 16 years of age to operate a golf car.

Councilmember Houser introduced Ordinance No. 2025-19, and moved for approval thereof with the following amendment: §78-400 Sec. 2 (b) – insert the language “Any person operating a golf car vehicle as authorized under this section shall **“be at least 17 years of age and** have a valid Class O operator’s license...;” Councilmember Bolte seconded.

ORDINANCE NO. 2025-19

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – ALL-TERRAIN AND UTILITY-TYPE VEHICLES TO ADD A SECTION PERTAINING TO GOLF CARS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Council President Eischeid stated even though he is a proponent of 18 years of age, he will vote in the affirmative at this time.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The second reading will take place at the next meeting.

City Attorney Miller would tweak the ordinances for second reading consideration at the next Council meeting.

The following Resolution and Ordinance pertain to the sale of the small parcel of property legally described as the south part of Lot 9 of Vintage Hill 3rd Addition to the City of Wayne, Wayne County, Nebraska, containing approximately 9,099.4 square feet, to Ivan C. Heise and Kris M. Loberg, for \$4,000.

Councilmember Webber introduced Resolution 2025-64, and moved for its approval; Councilmember Bolte seconded.

RESOLUTION NO. 2025-64

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE TO IVAN C. HEISE AND KRIS M. LOBERG, HUSBAND AND WIFE - \$4,000.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Spieker introduced Ordinance No. 2025-20, and moved for approval thereof; Councilmember Webber seconded.

ORDINANCE NO. 2025-20

AN ORDINANCE DIRECTING THE SALE OF REAL ESTATE TO IVAN C. HEISE AND KRIS M. LOBERG, HUSBAND AND WIFE – \$4,000.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Webber made a motion, which was seconded by Councilmember Houser, to suspend the statutory rules requiring ordinances to be read by title on three different days. Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Bolte, to move for final approval of Ordinance No. 2025-20. Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Council President Eischeid advised Council that Resolution 2025-65 approving the specifications and authorizing the purchase of a 2026 Chevrolet Silverado 3500HD 4WD Reg Cab Work Truck through

the State Bid process – Sid Dillon Fleet & Commercial for \$68,755 – Electric Distribution Department was being tabled until the next meeting.

Annually, the City is required to appoint a Street Superintendent to receive Highway Incentive Payments. This action item is to appoint Joel Hansen as the 2026 Street Superintendent.

Councilmember Bolte made a motion, which was seconded by Councilmember Houser, appointing Joel Hansen, Class A License Number S-1155, as the City Street Superintendent for calendar year 2026, January 1 thru December 31, 2026, for the purpose of the 2026 calendar year Highway Incentive payment to be issued to the City by the Nebraska Department of Transportation in February 2027. Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

The following Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2025. This is an annual requirement for determining the City's calendar year 2025 incentive funds.

Councilmember Webber introduced Resolution 2025-66, and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2025-66

A RESOLUTION AUTHORIZING THE SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM – 2025.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Administrator Blecke stated the following Resolution would formally appoint JEO Consulting Group, Inc., as the special engineer to be used on various City of Wayne projects in 2026. JEO was formally appointed back in 2019. We have found that we must formally appoint an engineer annually. Doing so eliminates the need to go through the procurement process for engineers on grant projects.

Councilmember Webber introduced Resolution 2025-67, and moved for its approval; Councilmember Bolte seconded.

RESOLUTION NO. 2025-67

A RESOLUTION APPOINTING JEO CONSULTING GROUP, INC., AS THE SPECIAL ENGINEER TO BE USED ON VARIOUS CITY OF WAYNE PROJECTS IN 2026.

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

The following Resolution would approve the appointment of Amy K. Miller as City Attorney and also approve the Retainer Agreement for her services. The only change to the agreement was increasing her monthly stipend by 2% to \$6,470.62.

Councilmember Houser introduced Resolution 2025-68 and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2025-68

A RESOLUTION APPROVING THE APPOINTMENT OF AMY K. MILLER AS CITY ATTORNEY AND RETAINER AGREEMENT FOR 2026 – MONTHLY STIPEND INCREASED TO \$6,470.62 (TOTAL - \$77,647.44)

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Council President Eischeid requested Council consideration to approving the following appointments:

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

Councilmember Bolte made a motion, which was seconded by Councilmember Houser, approving the following appointments:

Betty McGuire, City Clerk
Beth Porter, Finance Director
Joel Hansen, Street and Planning Director

Marlen Chinn, Police Chief
Lowell Heggemeyer, Park and Recreation Director
Diane Bertrand, Senior Center Coordinator
Heather Headley, Library Director
Jeff Triggs, Electric Production Superintendent
Casey Junk, Water/Wastewater Superintendent
Luke Virgil, Economic Development Director

Council President Eischeid stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

There being no further business to come before the meeting, Council President Eischeid declared the meeting adjourned at 6:31 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,161.39
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	5,190.26
AMERITAS LIFE INSURANCE	AMERITAS ROTH	240.27
AMGL	AUDIT FIELD WORK	11,780.00
APPEARA	MAT SERVICE	143.38
APPEARA	LINEN & MAT SERVICE	86.63
ARROWHEAD DEVELOPMENT LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
BAUE, COLTON	BASKETBALL REF	43.00
BOK FINANCIAL	HIGHWAY ALLOCATION 2019 BONDS	4,175.00
BOK FINANCIAL	ELECTRIC REVENUE BONDS	7,002.50
BOMGAARS	CHAINSAW/CHAINS/HOSE REEL/BITS/SHOVEL/IMPACT	2,806.15
BORDER STATES INDUSTRIES, INC	HEAT SHRINK	674.74
BROWN, SANDY	GREEN TEAM APPRECIATION MEAL	60.29
BSN SPORTS, INC	BASKETBALLS	360.00
CARHART LUMBER COMPANY	WOOD/BITS/FASTENERS/CONCRETE	714.43
CENGAGE LEARNING INC	BOOKS	131.25
CG TAYLOR, LLC	LB 840 LOAN	74,250.00
CHEMQUEST, INC.	QUARTERLY MONITORING	695.00
CINTAS	FIRST AID SUPPLIES	486.10
CINTAS	FIRST AID SUPPLIES	76.63
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	117.37
CITY OF WAYNE	PAYROLL	142,417.54
CITY OF WAYNE	UTILITY REFUNDS	773.27
COLONIAL RESEARCH	RODENT DETERRENT	187.45
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	537.60
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	75.68
DGR & ASSOCIATES CO	NORTHEAST SUBSTATION/GENERATION PLANT	19,419.00
DOESCHER REPAIR	ICE MACHINE RESET	109.00
DWEE-FISCAL SERVICES-IWM	CLEAN WATER SRF	197,965.87
DWEE-FISCAL SERVICES-IWM	DRINKING WATER SRF	86,136.52
EAKES OFFICE PLUS	COPY CHARGES	325.94
ED M. FELD EQUIPMENT CO INC	FIRE BOOT/AERIAL TRUCK ISSUE	703.69
ENGEL, ERIN	BASKETBALL REF	105.00
ENGINEERED CONTROLS, INC	CAC SERVICE AGREEMENT 25-26	2,760.00
FASTWYRE BROADBAND	TELEPHONE CHARGES	856.65
FASTWYRE BROADBAND	FIBER LINE LEASE	930.02
GRACE LUTHERAN CHURCH	MICROPHONE DEPOSIT REFUND	50.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	155.34
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	96.04
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	11,244.12
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	272.00

Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	214.81
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	623.47
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	43.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	584.44
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,324.36
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	148.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	158.98
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	270.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	369.23
IRS	MEDICARE WITHHOLDING	24.46
IRS	FICA WITHHOLDING	23,543.76
IRS	MEDICARE WITHHOLDING	5,506.26
IRS	FEDERAL WITHHOLDING	16,618.75
IRS	FICA WITHHOLDING	104.62
JACK'S UNIFORMS	POLICE JACKET	141.20
JACK'S UNIFORMS	POLICE UNIFORM	1,401.35
JASON JORGENSEN CONCRETE & CONSTRUCTION	POWER PLANT CONCRETE	28,000.00
JEO CONSULTING GROUP	NEW WELL	4,044.61
JEO CONSULTING GROUP	SELLING REC'S	1,314.56
JEO CONSULTING GROUP	MARKET PARTICIPANT ASSISTANCE	2,207.56
JOHNSON HEALTH TECH RETAIL INC.,	DUMBBELLS	248.78
JUNCK, CARTER	BASKETBALL REF	43.00
KARSKY, RYAN	BASKETBALL REF	17.00
KEPCO ENGRAVING	NAMEPLATE	11.70
KOLBECK, BRANDI	COMMUNITY GARDEN DEPOSIT REFUND	50.00
MACQUEEN EQUIPMENT	PELICAN SWEEPER FLASHING LIGHT GUARDS	166.44
MARCO INC	COPIER LEASE	198.02
MARCO TECHNOLOGIES LLC	COPIER LEASE	184.50
MCQUISTAN, SHARON	ENERGY INCENTIVE	500.00
MIDWEST TAPE LLC	DVD'S	125.78
MILLER LAW	POSTAGE-LEGAL FEES	165.28
NE DEPT OF REVENUE	STATE WITHHOLDING	6,788.78
NE DEPT OF REVENUE	STATE WITHHOLDING	15.66
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	835.00
NELSEN, MIA	BASKETBALL COACH	300.00
NERC	NERC/MRO REGION ASSESSMENTS	1,274.33
NEXIC, INC	NEXIC MAILBOX LICENSE	1,379.57
NORTHEAST NE ECONOMIC DEV DIST	LIABILITY INSURANCE	257.50
NORTHEAST NE ECONOMIC DEV DIST	LIABILITY INSURANCE	-257.50
NORTHEAST NE INS AGENCY INC	BUILDING LIABILITY	27.00
NORTHEAST NE INS AGENCY INC	BUILDING LIABILITY	257.50
NORTHEAST POWER	WHEELING CHARGES	30,397.86
OLSSON	PRAIRIE PARK PHASE 4	17,749.94
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY CHARGER/WASH BAY SOAP/TOWELS	263.96
O'REILLY AUTOMOTIVE STORES, INC.	DRAIN PAN/RUST PREVENTER	31.98
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY/FUEL TREATMENT	188.76

Vendor	Payable Description	Payment Total
OVERDRIVE, INC.	AUDIO/E BOOKS	1,161.75
PETERS, TRICIA	COMMUNITY GARDEN DEPOSIT REFUND	50.00
PLANETNEBRASKA	MEMBERSHIP DUES	100.00
POSTMASTER	POSTAGE ON UTILITY BILLS	1,318.60
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
SANCHEZ, VICTOR	FREEDOM PARK DEPOSIT REFUND	150.00
SIEVERS, MADY	BASKETBALL COACH	315.00
SILVER SILO DESIGN LLC	ENVELOPES/ABSENT REPORT/SHIPPING CHARGES	476.22
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	302.26
STADIUM SPORTING GOODS	EMBROIDERY	72.00
STAN HOUSTON EQUIPMENT CO	AIR COMPRESSOR/PERMA PATCH STARTER KIT/SEALANT	12,162.48
STAPLES, INC	OFFICE SUPPLIES	362.61
STAPLES, INC	OFFICE SUPPLIES	62.09
STATE NEBRASKA BANK & TRUST	COMBINED UTILITY REVENUE BONDS	6,310.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	108.99
SUN RIDGE SYSTEMS	RIMS SUPPORT	3,703.00
UTILITY EQUIPMENT CO	VALVE BOX RISER	270.00
VERIZON WIRELESS SERVICES LLC	CELL PHONES/UTILITY TABLETS	639.84
VOLKMAN PLUMBING & HEAT	CITY HALL HVAC COMPRESSOR REPAIRS	553.34
WAYNE SENIOR CENTER	CAREGIVER THANKGIVING MEALS	100.75
WESCO DISTRIBUTION INC	TERMINATORS	722.25
WESCO DISTRIBUTION INC	FAULT INDICATORS	5,617.50
WEST POINT AUTO & TRUCK CENTER INC.	REPLACED CRACKED FUEL TANK/OIL PAN/REAR MAIN SEAL	7,904.74
WINNER'S CIRCLE	RECOGNITION PLAQUE	31.59
WISNER WEST	FD GASOLINE	144.94
	Grand Total:	767,928.17

RESOLUTION NO. 2025-69

WHEREAS, The 4th Jug, LLC d/b/a “The Max Again,” made application to the Nebraska Liquor Control Commission for a Retail Class C Liquor License at 109 Main Street, Wayne, Wayne County, Nebraska; and

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

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on November 20, 2025; and

WHEREAS, a hearing was held on December 1, 2025, and all persons desiring to present evidence for or against said application were heard.

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

PASSED AND APPROVED this 1st day of December, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 134625

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2025-10-31

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

The 4th Jug, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

The Max Again

CORPORATE NUMBER

10185079

INCORPORATION DATE

2013-11-27

CORRESPONDENCE ADDRESS

109 Main St
Wayne, NE 68787

MAILING ADDRESS

109 Main St
Wayne, NE 68787

PHYSICAL ADDRESS

109 Main St
Wayne, NE 68787

CONTACT NAME

Hunter Jorgensen

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 369-2057

ALTERNATE PHONE

(402) 375-9817

FAX

EMAIL

hunterjorgensen@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Hunter R. Jorgensen	President	The 4th Jug, LLC	100

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

The Max Again

OPERATOR

Hunter Jorgensen

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

109 Main St
Wayne, NE 68787

MAILING ADDRESS

CONTACT NAME

Hunter Jorgensen

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 369-2057

ALTERNATE PHONE

(402) 375-9817

FAX

hunterjorgensen@gmail.com

PREMISES MANAGER

PREMISES MANAGER EMAIL

Hunter R. Jorgensen

hunterjorgensen@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

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

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L150, W49

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

One

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

No

9. What date do you intend to open for business?

January 1, 2026

10 What are the anticipated hours of operation?

11:00 am - 2:00 am

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

State Nebraska Bank and Trust, Wayne, NE

City of Wayne - LB 840 fund, Wayne, NE

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

No

13 Is anyone listed on this application a law enforcement officer?

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

State Nebraska Bank & Trust, Wayne, NE - Hunter R. Jorgensen

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

I have bartended and worked at The Max Again (the business I am purchasing) since August 2018.

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

None

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Hunter R. Jorgensen

25 What is the manager's address?

909 Lloyd Ct, Wayne, NE 68787

26 What is the manager's phone number?

(402) 369-2057

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Wayne

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

hunterjorgensen@gmail.com

29 Is the manager married?

Yes

Shani Ramirez-Jorgensen shaniramirez1@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	The Max Business Plan.pdf	Business Plan
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf	Explanation
Lease / Deed / Purchase Agreement	LLC Warranty Deed.pdf	Warranty Deed
Lease / Deed / Purchase Agreement	Signed Purchase Agreement.pdf	Purchase Agreement
Lease / Deed / Purchase Agreement	Signed Addendum - 4th Jug.pdf	Addendum to Purchase Agreement
Premises Description & Diagram	Premises Diagram.pdf	Diagram
Privacy Act Statement	Hunter - privacy page.pdf	Hunter Jorgensen - Privacy Act Statement
Privacy Act Statement	Shani - Privacy page.pdf	(spouse) Shani Ramirez-Jorgensen - Privacy Act statement

APPLICANT

Hunter Jorgensen

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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

Nebraska Secretary of State

4TH JUG, LLC

Mon Nov 3 07:10:54 2025

SOS Account Number

10185079

Status

Active

Principal Office Address

109 MAIN STREET
WAYNE, NE 68787
USA

Registered Agent and Office Address

KEN JORGENSEN
109 MAIN STREET
WAYNE, NE 68787

Designated Office Address

109 MAIN STREET
WAYNE, NE 68787

Nature of Business

Not Available

Entity Type

Domestic LLC
Qualifying State: NE

Date Filed

Nov 27 2013

Next Report Due Date

Jan 01 2027

Filed Documents

Filed documents for 4TH JUG, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Price	
Certificate of Organization	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication Jan 15 2014	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report Jan 08 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report Jan 12 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report Feb 13 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Price

\$0.45 = 1 page(s) @ \$0.45 per page

Purchase Now

Biennial Report

Jan 11 2023

\$0.45 = 1 page(s) @ \$0.45 per page

Purchase Now

Biennial Report

Jan 06 2025

\$0.45 = 1 page(s) @ \$0.45 per page

Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

Continue to Order

[↑ Back to Top](#)

BUSINESS PLAN

THE MAX AGAIN

109 Main Street
Wayne, NE 68787
(402) 375-9817

Hunter Jorgensen
June 27, 2025

Notice of Confidentiality

The information provided by Hunter Jorgensen in this document is unique to its business and confidential. Anyone reading this is requested not to disclose any of the information without their express written permission.

It is also acknowledged by the reader that the information furnished in this business plan, other than information that is in public domain, may cause serious harm or damage to The Max Again and/or the proposed new owners and will be kept in strict confidence.

A. Introduction and Request for Funds

The Max was purchased in 1992 by Ken Jorgensen. He sold the business in 2003 and repurchased it in 2007 and named it The Max Again. He has owned it since that time. The 4th Jug, LLC is the owner of the building, equipment and business. The LLC consists of two members. Ken Jorgensen owns 90% and Hunter Jorgensen owns 10%. Hunter Jorgensen will be purchasing the remaining 90% from Ken Jorgensen.

The business is located at 109 Main Street in Wayne. The building is 6,459 square feet. It contains a long bar, kitchen, front eating area, and back room for events. The back room is a little over 2,500 square feet. The Max Again rents the back half of the adjacent building located at 111 Main Street for cooler and storage space.

The equipment is owned by the LLC and consists of but is not limited to: Jukebox, ATM machine, 4 pool tables, dart machine, 3 sliding glass coolers, tap box, walk-in cooler, freezer, 2 door freezer, chest freezer, stainless steel sinks, 10 flat screens TVs, DJ equipment, Tables. Chairs/stools. 3 door cooler, automatic dishwasher, Alto Sham oven. 30 lb fryer, 15 lb fryer, Stainless steel tables, Flat top grill and stove, Prep table, Ansol System, range hoods, frost free freezer, meat slicer, 2-foot flat top grill, 45 lb chicken Broaster, water softener, icemaker.

Joel Ankeny from Harder and Ankeny has been the accountant for the business for the last 20 years. Mark Fitzgerald from Fitzgerald, Vetter, Temple, Bartell and Henderson is the Seller's attorney.

Hunter Jorgensen has been managing the business since 2021. He was employed as a bartender between 2019 and 2021. Hunter graduated from Wayne State College in December 2021 with a Bachelor of Science degree in Business Administration and Agriculture Business.

After the purchase of the business, Ken Jorgensen (father and current owner) will continue to work in the kitchen during the morning and noon time hours.

The Max Again employees 4 full-time people and 23 part-time employees. The Max Again is open Monday through Friday from 11:00 a.m. to 2:00 p.m. and 4:00 p.m. to 1:00 a.m. On Saturdays, the business is open 11:00 a.m. to 1:00 a.m.

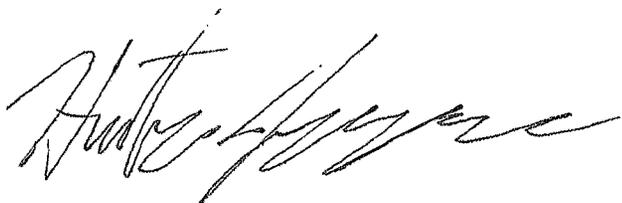
The Max Again is a full-service restaurant over the lunch hour and a limited-service restaurant in the evening hours. The kitchen closes at 10:00 p.m. at night. The restaurant offers a variety of non-alcoholic and alcoholic drinks and a variety of comfort foods including burgers, steaks, soups, and broasted chicken.

The customer base of the business includes but is not limited to families, college students, local professional and white-collar workers and out-of-town guests. The business has consistently and successfully catered to this customer base for the last 30 years. The Max Again does not anticipate changing its target market.

Annually, The Max Again locally spends approximately \$11,000 in advertising per year. The Max Again also donates and supports local organizations including but certainly not limited to Wayne State College, Wayne Community Schools, Ike's Lake, Wayne Chamber of Commerce, Boy Scouts, Winside Community Schools, Emerson Community Schools, Wakefield Schools Community, Wayne Library, Wayne Softball and Baseball programs, Wayne Youth wrestling and annual blood drives with free meals.

The Max Again is insured by State Nebraska Insurance, Wayne, NE and pays over \$20,000 in premiums per year. The Max banks locally at two banks in town and collects and pays approximately \$14,000 per year to City of Wayne for sales tax and \$46,800 per year to State of Nebraska.

The Max Again's goal is to continue to support the community of Wayne and other area towns. The Max Again is committed to providing a family friendly atmosphere and an affordable place to eat and a place for college-age students to socialize.

A handwritten signature in black ink, appearing to read "Hunter Jorgensen", is written in a cursive style across the bottom left of the page.

ADDENDUM TO AGREEMENT

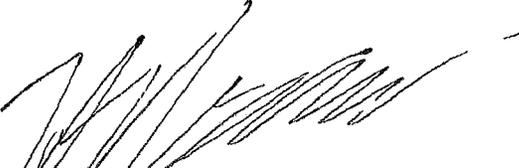
This Addendum to the Purchase Agreement is entered into by and between HUNTER R. JORGENSEN, hereinafter "BUYER" and "KENNETH L. JORGENSEN, hereinafter "SELLER."

1. This will serve as an addendum to the agreement between the Buyer and Seller dated June 30, 2025. Line Item 3 and Line Item 4 shall be replaced with the following:

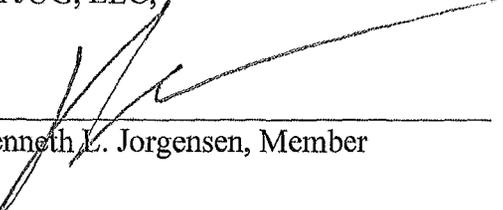
Line Item 3 - Buyer and Seller agree that Seller shall pay the second half of 2024 real estate taxes that are due September 15, 2025. Seller shall pay all of 2025 real estate taxes.

Line Item 4 - Closing will take place in Wayne, Nebraska on or before December 31, 2025.

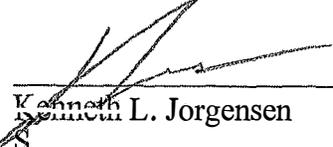
Dated this 15th day of October, 2025.



Hunter R. Jorgensen, Buyer

4th JUG, LLC,
By 

Kenneth L. Jorgensen, Member



Kenneth L. Jorgensen

AGREEMENT

This agreement is entered into this 30 day of June 2025, by and between HUNTER R. JORGENSEN, hereinafter "BUYER" and KENNETH L. JORGENSEN, hereinafter "SELLER".

WHEREAS Seller currently owns a ninety (90) percent membership interest in 4TH JUG, LLC, a Nebraska Limited Liability Company, and Buyer currently owns a ten (10) percent membership interest in 4th JUG, LLC.

WHEREAS Buyer desires to buy and Seller desires to sell his ninety (90) percent interest in 4TH JUG, LLC leaving Seller with zero (0) percent interest in 4TH JUG, LLC

IT IS AGREED as follows:

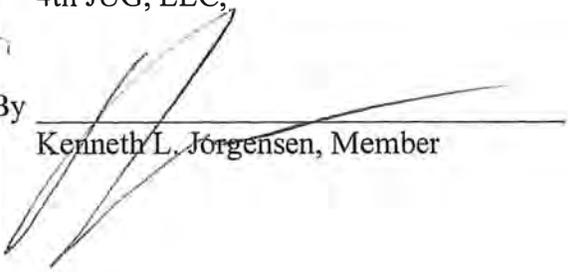
1. Seller hereby agrees to sell to Buyer a ninety (90) percent interest in 4TH JUG, LLC.
2. Buyer agrees to pay to Seller the sum of \$810,000.00 cash for the ninety (90) percent interest in 4TH JUG, LLC.
3. Buyer and Seller agree that Seller shall pay the second half of 2024 real estate taxes that are due September 15, 2025. Buyer shall pay all of 2025 real estate taxes.
4. Closing will take place in Wayne, Nebraska on or before September 1, 2025.
5. Seller agrees that Buyer shall not be held personally liable for any monies that have been borrowed by 4TH JUG, LLC from BankFirst Norfolk, NE or SBA disaster loan with a current balance of \$149,500.00.
6. Buyer and Seller agree the attorney's fee will be paid by 4TH JUG, LLC prior to the split 90% percent between Buyer and Seller.

Dated this 30 day of June, 2025.

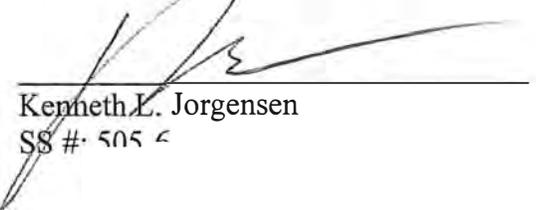


Hunter R. Jorgensen, Buyer

4th JUG, LLC,

By 

Kenneth L. Jorgensen, Member



Kenneth L. Jorgensen
SS # 505 6

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 30 day of June 2025, by Kenneth L. Jorgensen.

Kate M. Jorgensen
Notary Public

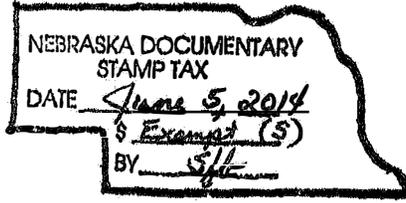
GENERAL NOTARY - State of Nebraska
KATE M. JORGENSEN
My Comm. Exp. October 6, 2026

140694

FILED
WAYNE COUNTY, NE

2014 JUN -5 AM 11:42

Debra Finn
CLERK / ROD / ELECTION



WARRANTY DEED

KENNETH L. JORGENSEN, a single person, GRANTOR, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION received from GRANTEE, 4th JUG, LLC, a Nebraska Limited Liability Company conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lots 8 and 9, Block 20, Original Town of Wayne, Wayne County, Nebraska, except for the stairway and entryway located on the North side of Lot 8 subject to restrictions and easements of record

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except for those easements, restrictions, zoning regulations, and covenants of record, if any.
- (2) has legal power and lawful authority to convey the same.
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed June 4, 2014.

[Signature]
Kenneth L. Jorgensen

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

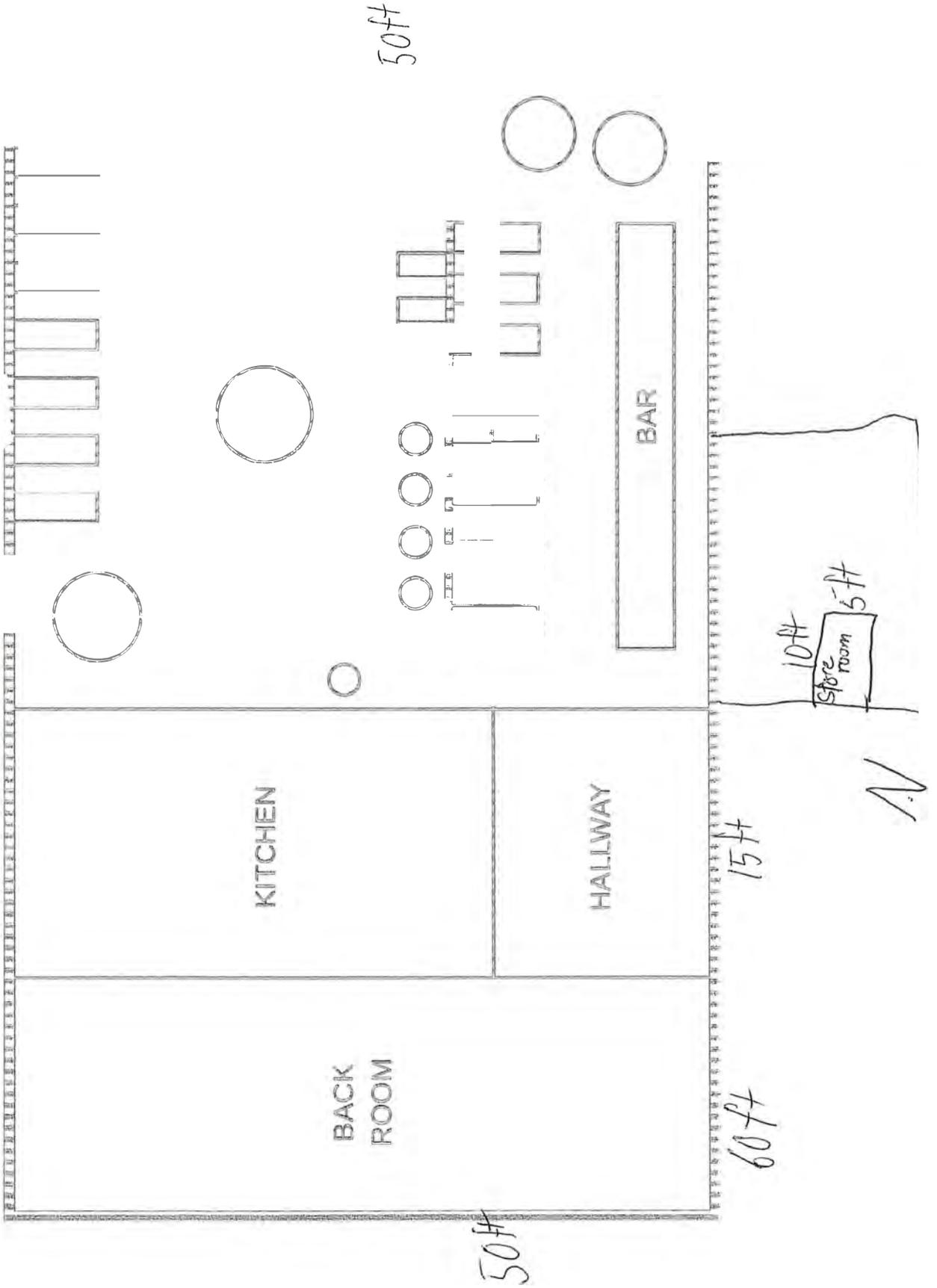
The foregoing instrument was acknowledged before me on June 4, 2014, by Kenneth L. Jorgensen, a single person.



[Signature]
Notary Public

One floor

150 ft



50ft

50ft

60ft

15ft

10ft

store room 5ft

N

BAR

KITCHEN

HALLWAY

BACK ROOM

RESOLUTION NO. 2025-70

A RESOLUTION ADOPTING THE CITY OF WAYNE PUBLIC ART POLICY.

WHEREAS, the City of Wayne Public Art Policy is aimed to develop a robust public art presence in Wayne, Nebraska, which will enrich the quality of life for Wayne’s residents and support a positive economic environment in the community; and

WHEREAS, this program will serve to encourage creativity, and to enrich the environment for Wayne residents and visitors; and

WHEREAS, the quality of the program and its projects is intended to attract visitors, enhance their experience, and bring regional recognition and prestige to the City of Wayne; and

WHEREAS, the mission statement for said Public Art Policy is intended to provide a process and a framework for the display of public art in the City of Wayne, Nebraska.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the “City of Wayne Public Art Policy,” which is attached hereto and incorporated herein by reference, is hereby approved and adopted and shall take effect immediately upon adoption hereof.

APPROVED AND ADOPTED this 1st day of December, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne Public Art Policy

Vision Statement

The City of Wayne Public Art Policy (the “art policy”) is aimed to develop a robust public art presence in Wayne, Nebraska, which will enrich the quality of life for Wayne’s residents and support a positive economic environment in the community. This program will serve to encourage creativity, and to enrich the environment for Wayne residents and visitors. The quality of the program and its projects is intended to attract visitors, enhance their experience, and bring regional recognition and prestige to the City of Wayne. Examples of public art opportunities may include leasing sculptures for an annual Sculpture Walk and the permanent acquisition of art such as paintings and sculptures. The Public Art Policy will outline the process for the display of public art in Wayne, and define the composition and charge of the Public Art Committee.

Mission Statement

The City of Wayne Public Art Policy is intended to provide a process and a framework for the display of public art in the City of Wayne, Nebraska.

Objectives

The objectives of the Art Policy are as follows:

1. To develop and recommend a governance structure under which the City can select, fund, acquire, site, install, display, maintain, and preserve public art in Wayne, Nebraska;
2. To identify and prioritize appropriate locations where public art could and should be located in Wayne, Nebraska, to maximize its impact on the public consciousness;
3. To ensure that the artistic offerings in Wayne, Nebraska, reflect a range of aesthetic variety;
4. To create and maintain an inventory of art in public spaces in Wayne, Nebraska;
5. To develop a process and procedure for selection, acquisition, leasing, installation, display, maintenance, and preservation of public art in Wayne, including the purchase, lease, loan, and donation of art using the following criteria and guidelines for selection:
 - a. Determine the overall cost and scope of the proposed projects.
 - b. Determine the scale and type of art preferred for each location or site.
 - c. Approve or recommend a budget for the project.
 - d. Review project criteria and create Calls for Proposals.
 - e. Choose the best method for selecting the artist or artwork (where applicable).
 - f. Address security and conservation issues related to public art.
6. To recommend, advocate for, and assist in the adoption of any future policies that further the mission sought to be achieved by this Public Art Policy.

The Wayne Public Art Committee

The Mayor is responsible for appointing the members of the Public Art Committee (PAC). Those members may include:

- At least one member of the Wayne City Council and/or the Mayor of Wayne
- At least three residents of the City of Wayne,
- The Director of Wayne America, Inc, or his or her designee, and
- Wayne Director of Planning or his or her designee.

Artwork and Artist Selection

Depending on the circumstances, artwork may be donated, accepted on loan, be leased temporarily, or be purchased with public funds. Where applicable, methods used for artwork and artist selection may include open competition, request for qualifications, direct selection of an artist, direct purchase of a specific artwork or a selected work from an identified roster of artists. In the instances where art is to be purchased using public funds, the selection process shall conform with all laws, regulations, and City policies governing purchasing and procurement. When determining the method to be used for selection of an artwork or artist, the following should be considered:

- Any art purchased or leased with public funds shall preferably be publicly advertised and be the result of a competitive Call For Artists. Any such purchases or leases shall be approved by the Wayne Public Art Committee. Calls For Artists should adhere to best practices for the acquisition of public art.
- The process should take into consideration needs related to the site, the community the project will serve, and the goals of the public art project.
- The selection process must include people with knowledge and experience in visual arts, including but not necessarily limited to the Wayne Public Art Committee.
- The Public Art Committee will suggest and advise locations for the siting of any public art.
- To create an original artwork that is site-specific and is integrated with the overall site design, an artist must research the site, learn about the community, and understand the related capital improvement project and urban design conditions. Artists should not be requested to submit detailed artistic proposals at the initial request for qualifications stage of artist selection. When an appropriate design fee can be provided, it must be agreed upon in writing and in advance of the submission of a more detailed proposal.
- Artworks placed on City property should not pose a safety concern to residents. Artworks that are part of the permanent collection should be durable, suitable for indoor or outdoor display, and require limited maintenance.
- It is desirable for public artwork to inspire enthusiasm for public art.
- Commitments to accept artworks as gifts for the City shall be made on a case-by-case basis and with the approval of the Public Art Committee. The Public Art Committee will make the decisions to accept any work of art which will be added to the City's collection. Generally, gift materials will not be accepted on a loan basis. The donor is required to fill out a "Gift in Kind" form before the gift will be accepted.
- The City nor the Public Art Committee will not appraise gifts. The acceptance of a gift which has been appraised by a third and disinterested party does not in any way imply endorsement of the appraisal by the City. The cost of an appraisal will be borne by the donor.
- Donations of money to fund public art shall only be accepted for pre-defined proposals.
- A memo of understanding shall be drafted for any donation of funds. Donors shall understand that all creative, aesthetic, and curatorial decisions will be made by the Public Art Committee.

Inventories and Asset Management System

Information regarding existing and newly acquired artworks should be entered into both the City Inventory and Asset Management System (IAMS) and the Public Art inventory. Ideally, the following information should be recorded in the IAMS:

- Title of the artwork
- Medium
- Dimensions
- Photograph(s)
- Value at time of acquisition and current value as required for insurance purposes
- Artist's name or artists' names
- Location
- Year created
- Year acquired
- Source of artwork, or funding for artwork (e.g., city funds, donor)
- Maintenance/conservation instructions

A map will be maintained describing the location of any public art on view in Wayne.

Public Art Opportunities and Priorities

The priorities of the Public Art committee shall be focused on, but not limited to, the following categories:

- **Art Walk** that is a collection of pedestrian-scale artworks that are organized and sited along sidewalks in a limited downtown area.
- **Monumental artworks** that are placed at community entrances and prominent locations in the community.
- Artworks that are selected as **placemaking elements** intended to enhance the identity and character of particular areas of Wayne.

Maintenance and Conservation

Each public artwork should have maintenance/conservation instructions prepared by the artist or an artwork conservator. These instructions should accompany the acquisition of all new artworks. The maintenance/conservation instructions should be recorded in the public art inventory and asset management system. The City of Wayne will generally be responsible for coordinating maintenance/conservation of public artworks located in parks or open spaces; such work will be done either by staff, qualified contractors, or professional conservators. The City of Wayne will generally be responsible for coordinating maintenance/conservation of public artworks located in public right-of-way areas. The Public Art Committee shall make final decisions regarding what artwork is to be conserved and the process by which it is conserved.

Copyright

All acquisitions and displays of artwork shall be in full compliance with all federal and state laws regarding the rights of the artist in and to the artwork. Agreements with artists for acquisition should refer to the Visual Artists Rights Act (VARA).

Accessioning and Deaccessioning

The term "accessioning" is the process under which legal title to an artwork is acquired for the public art collection. This can be through commissioning, gifts, purchases, bequests, exchange and any other formal processes or transactions by which legal title to an artwork is acquired for the City public art collection.

The City may deaccession and dispose of works of art in its collection when it finds such action is a means of improving the quality of the collection, a loan agreement expires, disposal is a means of protecting public

safety, the license is not renewed, or otherwise is in the public interest. A public artwork may be relocated or removed if it presents a hazard or liability through deterioration or damage. Artworks proposed to be deaccessioned must be reviewed by the Public Art Committee to seek advice and guidance. Wherever possible, best practices for deaccessioning of artwork shall be followed as they are described by the International Council of Museums or the American Alliance of Museums. Because deaccessioning artworks is a disincentive for future donations, it is to be avoided if possible.

Amendment

The City of Wayne Public Art Policy may be amended at any point in time as deemed necessary. Amendments must be reviewed and approved by the Public Art Committee before adoption. All approved amendments will be documented and incorporated into the official version of this Policy as attachments, with the effective date clearly noted.

Draft policy proposed July 2025, amended November 2025.

Wayne Draft policy adapted from City of Lincoln Public Art Master Plan with permission (Jamie Granquist, 8/29/24)

RESOLUTION NO. 2025-71

A RESOLUTION APPROVING MASTER SERVICES AGREEMENT WITH MUNICIPAL ENERGY AGENCY OF NEBRASKA (MEAN) FOR PROFESSIONAL SERVICES RELATING TO PREPARING AND SUBMITTING VARIOUS UTILITY-RELATED FORMS ON BEHALF OF THE CITY OF WAYNE.

WHEREAS, the City Council is desirous of entering into an agreement with MEAN for professional services relating to preparing and submitting various utility-related forms on behalf of the City of Wayne; and

WHEREAS, a proposal has been received from MEAN to provide said reporting services on behalf of the City of Wayne; and

WHEREAS, staff recommendation is to approve the MEAN Master Services Agreement for providing said utility-related services on behalf of the City of Wayne.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Master Services Agreement between the City of Wayne and MEAN is hereby approved, and the Mayor is hereby authorized to execute the same.

PASSED AND APPROVED this 1st day of December, 2025.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

MEAN MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Master Agreement**”), is entered into by and between the Municipal Energy Agency of Nebraska (“**MEAN**”) and the undersigned service customer (the “**Customer**”), and shall become effective on the date on which it is duly executed by the parties set forth herein. This Master Agreement sets forth the terms and conditions under which MEAN will offer and provide various utility-related products and services (the “**Services**”) to the Customer.

- 1. Services. MEAN agrees to make available and provide, and Customer agrees to receive and accept the Services, subject to the terms and conditions set forth in this Master Agreement and the Incorporated Documents (as defined herein).

- 2. Incorporated Documents. This Master Agreement incorporates by reference the following documents (collectively, the “**Incorporated Documents**”): (a) the MEAN Master Services Agreement Terms and Conditions (the “**Master Terms and Conditions**”), as posted on the MEAN website, as may be amended from time to time pursuant to its terms, (b) the various Scope of Service documents which may be issued by MEAN from time to time during the term of this Agreement, (c) any Enrollment Form duly executed by MEAN and the Customer during the term of this Master Agreement, and (d) such other ancillary documents as may be necessary for the safe, efficient, and cost-effective provision of the Services during the term of this Master Agreement. MEAN and the Customer hereby agree to comply with all applicable provisions contained in the Incorporated Documents as if they were fully set forth herein.

- 3. Conflicts and Priority. In the event that any terms and conditions set forth in any ancillary document, Enrollment Form, Scope of Service document, the Master Terms and Conditions, or this Master Agreement conflict in any manner, the terms of the documents shall govern in the priority listed in this sentence.

- 4. Acknowledgement; Effective Dates. Customer has read and understands this Master Agreement and the Incorporated Documents and agrees to be bound hereby. This Master Agreement shall become effective on the date on which it becomes executed by duly authorized representatives of Customer and MEAN, and shall remain in effect as provided in the Master Terms and Conditions.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF WAYNE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“**MEAN**”) and the undersigned service Customer (the “**Customer**”).

SERVICE:	Energy Information Administration (EIA) Reporting Services Assistance With Completion of Form EIA-860, Annual Electric Generator Report
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

1. Service. Customer hereby agrees to receive and pay for, and MEAN agrees to provide, the Services identified above, subject to the completion of any ancillary documents as outlined above.

2. Incorporation. This Enrollment Form is made part of the MEAN Master Services Agreement entered into between MEAN and the Customer and is subject to the terms and conditions set forth therein and in the MEAN Master Services Agreement Terms and Conditions (the “**Master Terms and Conditions**”) and the relevant Scope of Service document, as posted on the MEAN website. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Master Terms and Conditions.

3. Conflict. In the event that the terms and conditions set forth in any relevant ancillary document, Enrollment Form, Scope of Service Document, the Master Terms and Conditions, or the Master Agreement conflict in any manner, the terms and conditions of the document shall govern in the priority listed in this sentence.

4. Effective Date. Unless otherwise stated herein or in the corresponding Scope of Service document, this Enrollment Form shall become effective upon the date on which: (a) this Enrollment Form is duly executed by the parties hereto, and (b) any required ancillary document, if any, is duly executed by the parties hereto. This Enrollment Form shall remain in effect until Customer’s participation in the Service is terminated pursuant to and in accordance with the applicable Scope of Service Document and the Master Terms and Conditions.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF WAYNE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“**MEAN**”) and the undersigned service Customer (the “**Customer**”).

SERVICE:	Energy Information Administration (EIA) Reporting Services Assistance With Completion of Form EIA-861, Annual Electric Power Industry Report.
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

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MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF WAYNE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“**MEAN**”) and the undersigned service Customer (the “**Customer**”).

SERVICE:	Energy Information Administration (EIA) Reporting Services Assistance With Completion of Form EIA-923, Power Plant Operations Report
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

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MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF WAYNE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“MEAN”) and the undersigned service Customer (the “Customer”).

SERVICE:	Nebraska Department of Water, Energy, and Environment – Assistance in Preparing State and Local Inventory Emissions Report.
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

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MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF WAYNE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“**MEAN**”) and the undersigned service Customer (the “**Customer**”).

SERVICE:	Nebraska Department of Water, Energy, and Environment – Assistance in Preparing Certification of Compliance Report
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

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MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF WAYNE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“MEAN”) and the undersigned service Customer (the “Customer”).

SERVICE:	Nebraska Department of Water, Energy, and Environment – Assistance in Preparing Semi-Annual Report of Deviations
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

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MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF WAYNE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION 2025-65

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2026 _____ REG CAB WORK TRUCK RECEIVED FROM _____ ELECTRIC DISTRIBUTION DEPARTMENT.

WHEREAS, City staff have prepared specifications for a 2026 Chevrolet Silverado 3500HD 4WD Reg Cab Work Truck and related equipment; and

WHEREAS, City staff solicited proposals from the Sid Dillon Fleet & Commercial Dealership and Davis Ford for the purchase of a 2026 Reg Cab Work Truck and related equipment; and

WHEREAS, City staff have reviewed the proposals and recommend that the truck and related equipment, as submitted by the following vendor, is the lowest, responsible and best price received:

<u>Name and Address</u>	<u>Amount of Base Bid</u>
-------------------------	---------------------------

BE IT RESOLVED that the proposal, as above set forth, filed with the City Clerk for the purchase of a 2026 _____ Reg Cab Work Truck and related equipment be, and the same is hereby accepted.

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

PASSED AND APPROVED this 1st day of December, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



119 East 3rd Street
Wayne, NE 68787

December 1, 2025

City of Wayne
513 Main Street
Wayne, NE 68787

City of Wayne and City Council Members:

Attached you will find our proposal to fulfill a vehicle purchase bid for the City of Wayne Utilities Department. We appreciate the opportunity to include us in your bidding process. We used the Government bid program through Ford to obtain quotes and build vehicle specifications. Below is a breakdown of the vehicle pricing using the State of Nebraska contract through Ford and total with upfit options. Itemization of all upfit options is included in the proposal. The state contract number used in this proposal is 25-123T.

State of Nebraska Contract: 25-123T
Parent FIN: State of Nebraska QS049
End User FIN: City of Wayne QF594
2026 Ford F-350 F3B 4x4 Regular Cab 6.8L Gas Engine

BASE Price	\$49,770.00
Cloth Seating 40/20/40	\$100.00
Platform Running Boards	\$320.00
Destination & Delivery	\$2,595.00
Base Price with options	\$52,785.00
Discounts	-\$6,796.00
Sale price truck only before Upfit	\$45,989.00
Upfit Options	\$20,392.00
TOTAL Price (taxes not included)	\$66,381.00

Delivery time frame:

We anticipate 90 to 120 days to build, deliver and have upfit options installed. If we are awarded the bid, we will be able to place the order with Ford and will be able to provide a more accurate time frame for delivery.

We appreciate the opportunity to be included in the bidding process. We would be pleased to provide the city with not only a great purchasing experience but also a great ownership experience through our service and parts departments. Please review the proposal and let me know any questions or concerns you may have. You can contact me anytime at 402-375-3780 or ryan@davisford.com

Best Regards,

Ryan Davis
Davis Ford



Fleet Vehicle Proposal



2026 Ford F-350 F3B 4x4 Regular Cab

Prepared for:

City of Wayne Electric & Utilities

Prepared by:

Davis Ford

Ryan Davis | 308-440-8522 | ryan@davisford.com

119 E 3rd Street Wayne, NE 68787

CONTENTS:

1. Total Bid Breakout
2. 2026 F-350 Order Sheet
3. Service Bed and Accessories Quote



FLEET BID REQUEST

DATE: 11/26/2025

TO: City of Wayne Electric



2026 Ford F-350 F3B with upfit options

QTY	DESCRIPTION	MSRP	SALE PRICE
1	2026 Ford F-350 Regular Cab XL 6.8L 4x4 (see spec sheet)	\$52,785.00	\$45989.00
1	Brand FX 56LS Fiberglass Service Body		\$12,875.00
1	Ladder Rack like current		\$875.00
1	CTech 5 Drawer Cabinet		\$1625.00
3	Hooks Passenger Side Rear		\$45.00
3	Hooks Driver's Side Rear		\$45.00
1	Mini LED Strobe Light with Bracket Amber/ Blue		\$756.00
2	LED Rear Strobe Light Amber & Blue SYSFLAT12-AB		\$276.00
1	Misc Mud Flaps, Electrical & Hose		\$475.00
1	Shop Supplies		\$350.00
1	Freight		\$600.00
20	Install Labor		\$2470.00
	Sales tax not included		
		SUBTOTAL	\$66,381.00



Preview Order 0001 - F3B 4x4 Reg Cab SRW : Order Summary Time of Preview: 11/26/2025 10:51:57 Receipt: NA

Dealership Name : Davis Ford

Sales Code : F58427

Dealer Rep.	Ryan Davis	Type	Fleet	Vehicle Line	Superduty	Order Code	0001
Customer Name	City of Wayne	Priority Code	A3	Model Year	2026	Price Level	630

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 STYLESIDE PICKUP/142	\$49770	3.73 RATIO NON LTD SLIP AXLE	\$0
142 INCH WHEELBASE	\$0	JOB #1 ORDER	\$0
TOTAL BASE VEHICLE	\$49770	PLATFORM RUNNING BOARDS	\$320
OXFORD WHITE	\$0	10900# GVWR PACKAGE	\$0
CLOTH 40/20/40 SEAT	\$100	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	PRICE CONCESSION INDICATOR	\$0
.XL TRIM	\$0	REMARKS TRAILER	\$0
.AIR CONDITIONING -- CFC FREE	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.STEEL ROAD WHEELS-18"	\$0	FUEL CHARGE	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	ADVERTISING ASSESSMENT	\$0
.LT275/65R18E BSW ALL SEASON	\$0	DESTINATION & DELIVERY	\$2595
			MSRP
TOTAL BASE AND OPTIONS			\$52785
DISCOUNTS			NA
TOTAL			\$52785

ORDERING FIN: QF594 END USER FIN: QS049 PO NUMBER: cw1125

This order has not been submitted to the order bank.

This is not an invoice.

Russell Renter ST-23
11/24/2025



QUOTE FOR EQUIPMENT FROM STEFFEN TRUCK

City of Wayne/Electric Department

Customer Davis Ford	Account # Cash
Address 119 E 3rd Street	ryan@davisford.com
City Wayne, NE	Zip 68787
Telephone 402-375-3780	Contact Ryan Davis 308-440-8522

Description	Price	Quantity	Total
Brand FX 56LS Fiberglass	\$12,875.00	1	\$ 12,875.00
Service Body, See Attached	\$		\$
Following Options;	\$		\$
Ladder Rack, like current one	\$875.00	1	\$ 875.00
Ctech 5 Drawer Cabinet	\$1,625.00	1	\$1,625.00
Hooks 3 Passenger Side Rear	\$45.00	set of 3	\$ 45.00
Hooks 3 Driver Side Rear	\$45.00	set of 3	\$ 45.00
Mini LED Strobe Light/W Bracket	\$ 756.00	1	\$ 756.00
Amber/Blue SYMICROMBMD-AB	\$		\$
LED Strobe Light Amber/Blue	\$ 138.00	2	\$ 276.00
SYFLAT12-AB	\$		\$
Misc. mud flaps, electrical, Hose	\$475.00	1	\$ 475.00
Shop Supplies	\$350.00	1	\$ 350.00
Total Parts	\$		\$ 17,322.00
Freight Estimate	\$600.00	1	\$ 600.00
Labor to Install	\$ 123.50	20	\$2,470.00
Total	\$		\$ 20,392.00
	\$		\$ Plus Tax
	\$		\$
Current lead time is 90-120 days	\$		\$
	\$		\$
	\$		\$

Approved by: _____ Date: _____

Quote good for 30 days

QUOTATION

Brand FX Body Company

STEFFAN TRUCK EQUIPMENT

CITY OF WAYNE

Exp. Date: 12/24/2025
Quote No: 35492-0001
BODY: BFXB56LS

BFXB 56LS STANDARD SERVICE BODY

11/24/2025

Page 1

REF. NO	DESCRIPTION	QTY
	== BFXB 56LS STANDARD SERVICE BODY - 0.000 ==	
4070286	BFXB 56LSHF SERVICE BODY SS = 33 / 40 / 23 CS = 33 / 40 / 23 FBCA = 53.625 OL = 96	1
	OVERALL WIDTH - 82.75	1
	PACK DEPTH - 15.00	1
	FLOOR WIDTH - 48.75	1
	PACK HEIGHT - 42.00	1
	MOUNTING HEIGHT - 25.00	1
4049494	ALUMINUM UNDERSTRUCTURE - ALUM TREAD FLOOR	1
	SMOOTH ALUMINUM BULKHEAD	1
	ALUMINUM TAILSKIRT	1
	STANDARD BRIGHT WHITE GELCOAT	1
	STAINLESS STEEL ROTARY LATCH	1
	TYPE 304 STAINLESS STEEL HARDWARE	1
	TYPE 304 STAINLESS STEEL DOOR HINGE	1
	VINYL COVERED S/S CABLE DOOR STOPS	1
	NON-SKID COMPARTMENT TOPS	1
8221458	CLEAR VINYL ROCK GUARDS	1
8061198	BLACK PLASTIC FUEL BEZEL (1 STANDARD)	1
	AUTOMOTIVE GRADE BUBBLE GASKET	1
	ONE PIECE MOLDED DOORS WITH AUTOMOTIVE FINISH BOTH SIDES	1
	RECESSED DOOR JAMBS	1
	FLOW THROUGH VENTILATION SYSTEM	1
	REMOVEABLE WHEEL WELL PANELS	1
	WHITE COMPARTMENT INTERIORS	1
	RECESSED DOOR SEAL SYSTEM	1
7633024	LIGHT ADAPTOR FOR FORD CHASSIS	1
	FULL LED LIGHTING PACKAGE	1
	STOP / TAIL / TURN / MARKER & BACK-UP LIGHT	
4029494	10" ALUMINUM TAILGATE - AUTOMOTIVE STYLE (SRW)	1
4006055	HOTSTICK DOOR - STREETSIDE	1
3301310-095000	HOTSTICK SHELF - STREETSIDE (56LS)	1
	STREETSIDE FRONT COMPT (56LS)	1
5064172	-- ONE ADJUSTABLE SHELF	1
5064172	-- ADDITIONAL ADJUSTABLE SHELF	1
8048213	-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK	2
	SHIPPED LOOSE	

REF. NO	DESCRIPTION	QTY
	STREETSIDE HORIZONTAL COMPT (56LS)	1
5064171	-- ONE ADJUSTABLE SHELF	1
8048213	-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK	1
	SHIPPED LOOSE	
	STREETSIDE REAR COMPT (56LS)	1
5064174	-- ONE ADJUSTABLE SHELF	1
5064174	-- ADDITIONAL ADJUSTABLE SHELF	1
8048213	-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK	2
	SHIPPED LOOSE	
5034131	-- INTERIOR LIGHT GUARD (56LS SS)	1
	CURBSIDE FRONT COMPT (56LS)	1
	-- C-TECH DRAWERS	1
	QUOTE# 10955	
	Width (in): 23.375	
	Height (in): 27.820	
	Depth (in): 12.000	
	Bottom Space	
	(in): 11.508	
	Color: Cal Grey	
	MotionLatch	
	Drawers	
	Internal Width	
	(in): 18.905	
	Internal Depth	
	(in): 9.671	
	3 inch [Liner]	
	CURBSIDE HORIZONTAL COMPT (56LS)	1
5064171	-- ONE ADJUSTABLE SHELF	1
8048213	-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK	1
	SHIPPED LOOSE	
	CURBSIDE REAR COMPT (56LS)	1
	-- STD 3/8" HOOK PACKAGES	1
	1-3-1	
5012941	-- 1 HOOK ASSEMBLY	2
5012943	-- 3 HOOK ASSEMBLY	1
5034130	-- INTERIOR LIGHT GUARD (56LS CS)	1
5056530	FLEXGLO COMPARTMENT LIGHTING	6
	TOP & SIDES OF DOOR	
	PRICED PER COMPARTMENT	
4045417	ALUMINUM BUMPER TO WORK WITH FACTORY	1
	RECEIVER	
4007610	HORIZONTAL ALUMINUM LADDER RACK, (FLAT)	1
	WITH REAR ROLLER	
	CURBSIDE	
	COMPLETION DATE IS SUBJECT TO CURRENT	1
	LEAD TIME AT DATE OF ORDER	



Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

City of Wayne Electric Dept

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck





Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Sid Dillon Fleet & Commercial

Dealership Information

Sid Dillon Fleet & Commercial
Wahoo, NE.

Handwritten signature: Ron Fullerton

Prepared By:

Ron Fullerton
Sid Dillon Fleet & Commercial
402-540-7578
ron.fullerton@siddillon.com

Price Summary

PRICE SUMMARY

Contract #16215

	MSRP
Base Price	\$49,600.00
Total Options	\$150.00
Vehicle Subtotal	\$49,750.00
Destination Charge	\$2,595.00
Grand Total	\$52,345.00

Handwritten calculations:
 Base — 47,130.00
 W.T. Tron — 1,350.00
 Stripes — 575.00
 running boards — 575.00

46,930

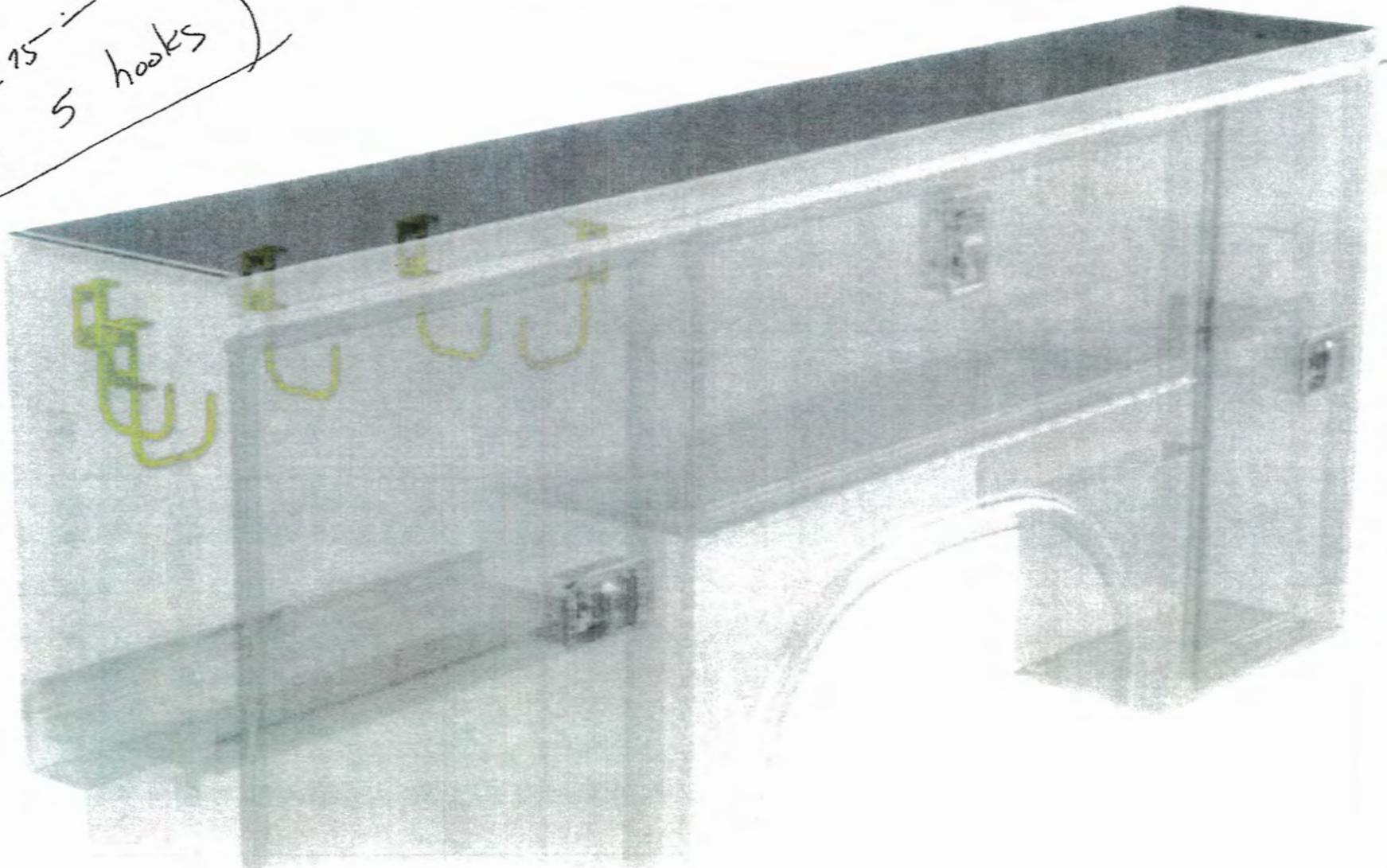
Brand Fx	Price	Description	Price	Description
Brand Fx	16,700		12845	Knaphaide
Gel Coat Body	+1650	- ladder rack	1650	- Brand Fx ladder rack
4 1/2" sides	+1250	- stick door	1250	- Knaphaide stick box
STD - Compartments	+1950	- CTECH drawers (5 drawers)	1950	- CTECH Drawers (5 drawer)
10" slam gate				
Sure step bumper				
Install				
	\$21,550		64,625.00	total
	Brand Fx			Knaphaide
	68,480			
	total			

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Installed hooks are available in all vertical compartments on all bodies with the following exceptions:

- Curb side front vertical compartment on Plus 50 Bodies
- Curb side rear vertical compartment on Crane Bodies
- Rear vertical compartments on 500 Series Bodies
- Curb side rear vertical compartment on 700 Series Bodies
- Front vertical on SRW KUV Bodies

2 1/2"
for 5 hooks

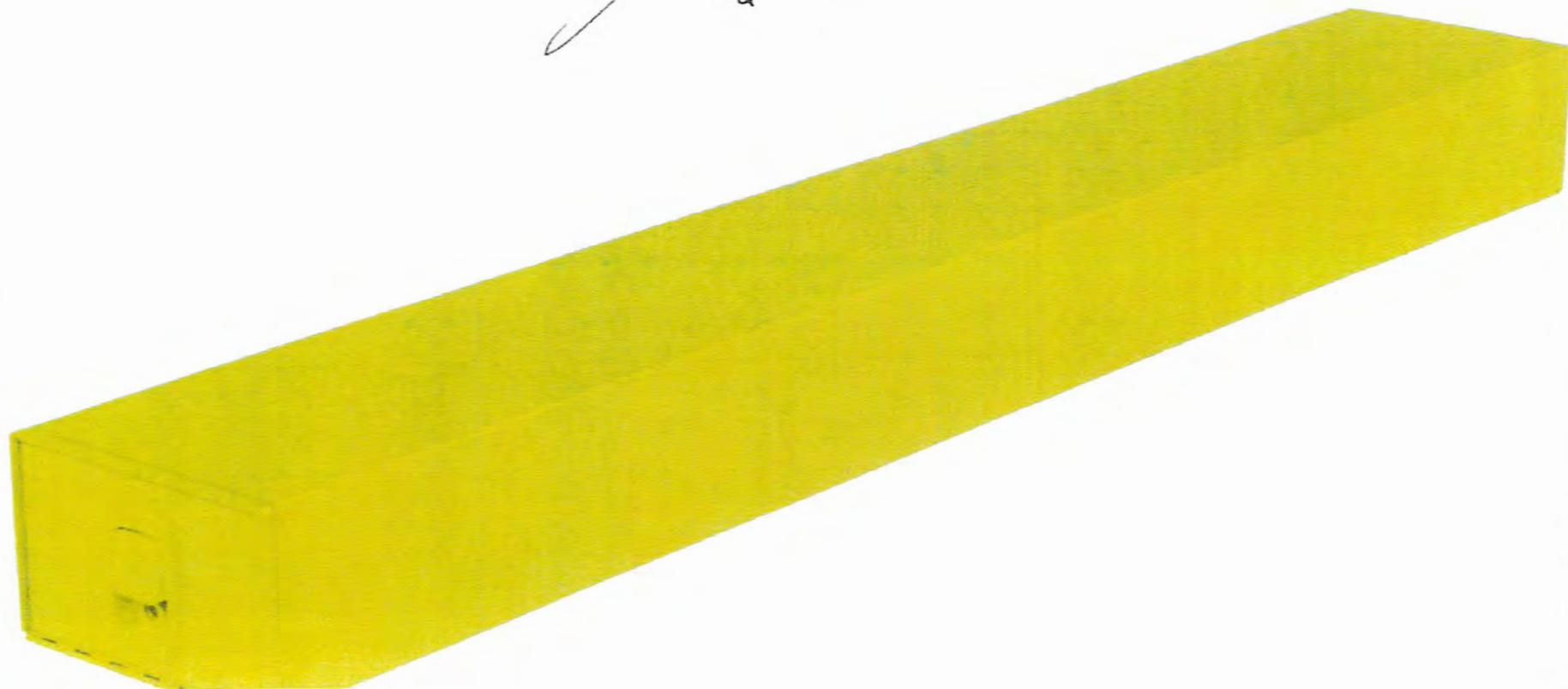


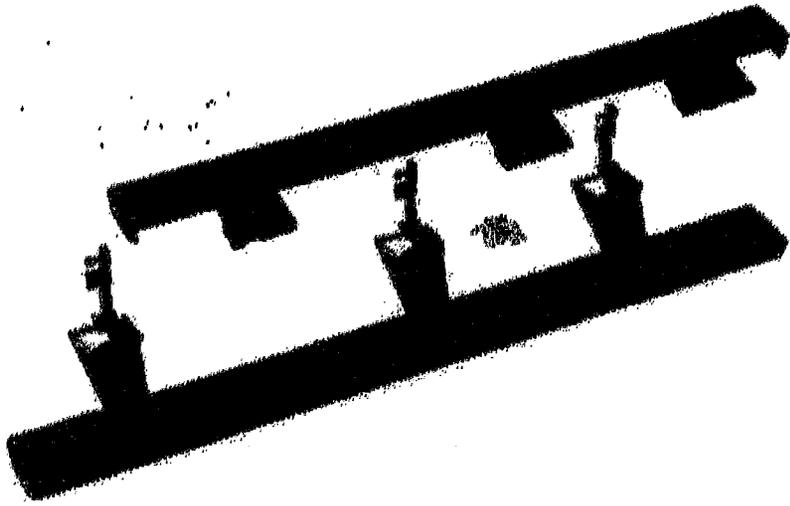
door The door is hinged at the bottom with a continuous hinge that has a 1/8" dia stainless steel hinge pin. Other features are zinc plated riveted paddle lock, adjustable striker and neoprene seal. Clear door opening is 11-3/4" x 5-3/4".

Hot stick boxes are primed light gray using a spray paint system. Available loose only

Note: Will not be keyed the same as base body latches

*Knappheide
Body*
\$1250.00





575 is
installed



Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK30903	2026 Chevrolet Silverado 3500HD 4WD Reg Cab 142" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION
1WT	Work Truck Preferred Equipment Group includes standard equipment
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
E63	Durabed, pickup bed (STD)
FE9	Emissions, Federal requirements
GAZ	Summit White
GT4	Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
H2G	Jet Black, Vinyl seat trim
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
JFP	GVWR, 11,300 lbs. (5126 kg) with single rear wheels (STD) (Included and only available with CC30953 and CK30903 models with (L8T) 6.6L V8 gas engine with 18" or 20" wheels. Requires single rear wheels.)
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MKM	Transmission, 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)
PYT	Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)
SRW	Single Rear Wheels (STD)
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)

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Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

OPTIONS

CODE	DESCRIPTION
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)

Options Total

Standard Equipment

Package

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

Mechanical

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

Transmission, 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

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

Durabed, pickup bed (STD)

GVWR, 11,300 lbs. (5126 kg) with single rear wheels (STD) (Included and only available with CC30953 and CK30903 models with (L8T) 6.6L V8 gas engine with 18" or 20" wheels. Requires single rear wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

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

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

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Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

Mechanical

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package

Steering, Recirculating ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exhaust, single, side

Exterior

Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)

Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)

Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)

Single Rear Wheels (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

CornerStep, rear bumper

Moldings, beltline, Black

Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)

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

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Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

Exterior

Mirrors, outside power-adjustable vertical trailing with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Not available with (PCV) WT Convenience Package on Regular Cab. Included and only available with (PCV) WT Convenience Package on Double and Crew Cab models. Required with (ZLQ) WT Fleet Convenience Package.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

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

Tailgate and bed rail protection cap, top

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

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

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless Phone Projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

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

Steering wheel, urethane

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

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

Driver Information Center, 3.5" diagonal monochromatic display

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Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

Interior

- Exterior Temperature Display located in radio display
- Compass, located in instrument cluster
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Door locks, power
- Remote Keyless Entry with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger; rear B-pillar mounted
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

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

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Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

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

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

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

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire) (Not included on dual rear wheel models.)

Processing-Other

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

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Ron Fullerton

From: Clayton Dredge <cdredge@cityofwayne.org>
Sent: Tuesday, October 21, 2025 3:08 PM
To: Ron Fullerton
Subject: 3500 Service Pickup

GRAPHUS

Warning: Sender cdredge@cityofwayne.org is not yet trusted by your organization.
Please be careful before replying.

[Report Phishing \(Phish\)](#) [Block as Spam\(Spam\)](#) [Remove Banner \(Safe\)](#)

powered by Graphus®

Ron, after looking over everything could you redo page 2 of the quote and include the following as the options

- State of Nebraska Contract Number 16215
- Base Price \$47,130
- Credit \$1350
- Knapheide Service Body \$12,845 - With Ladder Rack on Passenger Side, Hot Stick Compartment Rear Door on Drivers Side & CTECH Drawers in the Front Passenger Bin. If you can break down these 3 options individually that would be helpful
- Strobe Package Amber/Blue \$575
- Running Boards \$575

A couple of additional questions also, the Knapheide service body quoted is the 600 series correct, and in previous discussion I believe you said that the backup camera gets moved from the standard box to the service body correct, and do bin lights come standard. I need to go with the steel service body because I am getting dangerously close to the amount that I budgeted and with tax I'm going to be over.

Thanks

CLAYTON DREDGE

Electric Distribution Superintendent

City of Wayne

PO Box 8

Wayne, NE 68787

Phone (402) 375-2896

Cell (402) 641-5484



Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Sid Dillon Fleet & Commercial

Dealership Information

Sid Dillon Fleet & Commercial
Wahoo, NE.

Prepared By:

Ron Fullerton
Sid Dillon Fleet & Commercial
402-540-7578
ron.fullerton@siddillon.com

Price Summary

PRICE SUMMARY

Contract # 16215

		MSRP
Base Price		\$49,600.00
Total Options	Base — 47,130	\$150.00
Vehicle Subtotal	W.T. Trim — (1350 ⁰⁰)	\$49,750.00
Destination Charge	Strobe lites — 575 ⁰⁰	\$2,595.00
Grand Total	running boards — 575 ⁰⁰	\$52,345.00
	Brad FX Body — 21,550⁰⁰	

Includes
ladder rack
compartment in rear
CTE CT drawers

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ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – ALL-TERRAIN AND UTILITY-TYPE VEHICLES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. That Wayne Municipal Code Title VII Traffic Code, Chapter 70 General Provisions – All-Terrain and Utility-Type Vehicles, is hereby amended as follows:

§ 78-290 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. **The definitions contained in this section shall mimic the definitions set out in Neb.Rev.Stat. §60-6,355, as said statute may be amended from time to time.**

ALL-TERRAIN VEHICLE. Any motorized off-highway vehicle which:

- (1) Is 50 inches or less in width;
- (2) Has a dry weight of ~~900 pounds or less~~ **1,200 pounds or less;**
- (3) Travels on four or more ~~low pressure~~ **non-highway** tires;
- (4) Is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger.
- ~~(5) Has a seat or saddle designed to be straddled by the operator; and~~
- ~~(6) Has handlebars or any other steering assembly for steering control.~~

(Neb.Rev.Stat. §60-6,355)

STREET or HIGHWAY. The entire width between the boundary limits of any street, road, avenue, boulevard or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(Neb.Rev.Stat. §60-624)

UTILITY-TYPE VEHICLE.

- (1) Any motorized off-highway vehicle which:
 - (a) **Is not less than 48 inches, nor more than 74 inches in width; Is 74 inches in width or less;**
 - (b) Is not more than ~~135~~ **180** inches, including bumper, in length;
 - (c) Has a dry weight of ~~not 900 pounds nor more than~~ 2,000 pounds **or less;**

(d) Travels on four or more **low pressure non-highway** tires; and

(e) **Is equipped with a steering wheel and bench or bucket type seating designed for at least two people to sit side by side.**

(2) **UTILITY-TYPE VEHICLE** does not include **all-terrain vehicles**, golf ~~cars~~ **car vehicles**, lawn mowers, garden tractors, or low-speed vehicles.

(Neb.Rev.Stat. §60-6,355)

(2002 Code, §78-290) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-291 OPERATION ON STREETS.

An all-terrain vehicle and a utility-type vehicle may be operated on streets within the corporate limits of the city only if the operator and the vehicle comply with the provisions of this subchapter.

(2002 Code, § 78-291) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-292 HOURS OF OPERATION.

An all-terrain vehicle or a utility-type vehicle may be operated only between the hours of sunrise and sunset, or between the hours of sunset and sunrise if for purposes of snow removal within the corporate limits of the city. An all-terrain vehicle or a utility-type vehicle shall not be operated at a speed in excess of 30 mph **or the posted speed limit, whichever is less**. When operating an all-terrain vehicle or utility-type vehicle as authorized in this subchapter, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above the ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be day-glow in color.

(2002 Code, § 78-292) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-293 REQUIREMENTS.

(1) EQUIPMENT REQUIRED FOR ALL-TERRAIN AND UTILITY-TYPE VEHICLES.

- (a) A brake system maintained in good operating condition;**
- (b) An adequate muffler system in good working condition; and**
- (c) A United States Forest Service qualified spark arrester.**

(2) MODIFICATIONS AND/OR RETROFITTINGS. All-terrain vehicles and utility-type vehicles which have been modified or retrofitted with after-market parts to include additional equipment not required by Neb. RS 60-6,357 and 60-6,358 shall not be registered under the Motor Vehicle Registration Act, nor shall such modified or retrofitted vehicles be eligible for registration in any other category of vehicle defined in the act.

(a) No person shall:

- (1) Equip the exhaust system of an all-terrain vehicle or a utility-type vehicle with a cutout, bypass, or similar device;**

(2) Operate an all-terrain vehicle or a utility-type vehicle with an exhaust system so modified; or

(3) Operate an all-terrain vehicle or a utility-type vehicle with the spark arrester removed or modified except for use in closed-course competition events.

(3) Any person operating an all-terrain vehicle or utility-type vehicle as authorized in this subchapter shall have:

(A) A valid Class O operator's license **or a farm permit as provided in Neb. RS 60 4,126**; and

(B) Liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating the all-terrain vehicle or a utility-type vehicle on a street or highway. The person operating the all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

(2002 Code, § 78-293) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)
(Neb.Rev.Stat. 60-6,357; 60-6,358, 60-6,359)

§ 78-294 EXCEPTIONS.

(A) All-terrain vehicles and utility-type vehicles may be operated without complying with § 78-292 and §78-293 of this subchapter on streets and highways in parades which have been authorized by the state or any department, board, commission or political subdivision of the state.

(B) An all-terrain vehicle or a utility-type vehicle shall not be operated on any state highway within the city limits, except as provided in § 78-295 of this subchapter.

(C) All ATVs and UTVs are to abide by the state statutes pertaining to the operation of vehicles on roadways within the state.

(2002 Code, § 78-294) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-295 CROSSING STATE HIGHWAYS.

1) Subject to § 78-294, the crossing of a state highway other than a controlled-access highway with more than two marked traffic lanes shall be permitted by an all-terrain vehicle or a utility-type vehicle only if:

(A) The crossing is made at an angle of approximately 90 degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

(B) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the state highway;

(C) The operator yields the right-of-way to all on-coming traffic that constitutes an immediate potential hazard; and

(D) Both the headlight and taillight of the vehicle are on when the crossing is made.

2) Subject to § 78-294, the crossing of a controlled-access highway with more than two marked traffic lanes shall be permitted by a utility-type vehicle if the operation is in accordance with the operation requirements of 78-292 and 78-293 and the crossing is made at an intersection that is controlled by a traffic control signal, and the crossing at such intersection is made in compliance with the traffic control signal.

(2002 Code, § 78-295) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-296 ADDITIONAL REQUIREMENTS.

(A) The vehicle must be licensed with the city and display a city approved, reflective license plate with numbers and/or letters four inches high, prominently and clearly displayed on the rear of the vehicle.

(B) The vehicle license shall be renewed no later than April 1 of each year.

(C) Each and every operator of an ATV or utility vehicle shall possess an ATV operator's permit and shall carry said permit on his or her person while in operation of the ATV or utility vehicle.

(D) Operator's permits shall be renewed within 30 days prior to the operator's license's date of expiration.

(E) Any operator operating an ATV or utility vehicle must stop immediately when signaled to do so by a law enforcement officer.

(F) The operator must sign a written acknowledgment of the terms of this subchapter **at initial yearly registration and every renewal and complete a safety program approved by the city.**

(G) The operator **of any ATV, or any UTV without a factory-installed roll cage,** must wear a protective helmet that meets the motorcycle helmet standards of the state.

(H) **All drivers and passengers of UTV's must wear safety belts if installed.**

(I) The operator must be at least **17 19** years of age.

(J) No operator shall permit any passengers to ride on ATVs which are not specifically designed by the manufacturer to carry passengers.

(2002 Code, § 78-296) (Ord. 2011-32, passed 1-17-2012; Ord. 2012-62, passed 1-2-2013)

§ 78-297 EXEMPTION.

This section shall not apply to employees of the City of Wayne, County of Wayne, or State of Nebraska Department of Roads, who operate an all-terrain vehicle or utility-type vehicle in their normal course of business with their government employer.

§ 78-999 PENALTY.

Violation of any of the foregoing provisions shall be an infraction punishable by a \$100.00 fine for the first offense, a \$200.00 fine for the second offense, and a \$300.00 fine for any third or subsequent offense.

Section 2. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance, and in conflict with its provisions, is repealed.

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

PASSED AND APPROVED this _____ day of December, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2025-19

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – BY ADDING A SECTION PERTAINING TO GOLF CAR VEHICLES; OPERATION AUTHORIZED; RESTRICTIONS; LIABILITY INSURANCE; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. That Wayne Municipal Code Title VII Traffic Code, Chapter 70 General Provisions – Golf Car Vehicles, is hereby added as follows:

§78-400 DEFINITION; OPERATION AUTHORIZED; RESTRICTIONS; LIABILITY INSURANCE

- 1) Golf car vehicle means a vehicle that has at least four wheels, has a maximum level ground speed of less than twenty miles per hour, has a maximum payload capacity of one thousand two hundred pounds, has a maximum gross vehicle weight of two thousand five hundred pounds, has a maximum passenger capacity of not more than four persons, and is designed and manufactured for operation on a golf course for sporting and recreational purposes.
- 2) It shall be unlawful for any person to operate a golf car vehicle upon any street or highway within the corporate limits, or upon any public land owned by the municipality, except as follows and under the following terms:
 - (a) The operation of golf car vehicles on streets within the corporate limits of the city shall be (i) between sunrise and sunset and (ii) on streets with a posted speed limit of thirty-five miles per hour or less. When operating a golf car vehicle as authorized under this subsection, the operator shall not operate such vehicle at a speed in excess of twenty miles per hour. A golf car vehicle shall not be operated at any time on any state or federal highway but may be operated upon such a highway in order to cross a portion of the highway system which intersects a street as directed in subsection (3) of this section.
 - (b) Any person operating a golf car vehicle as authorized under this subsection shall **be at least 17 years of age**, have a valid Class O operator's license, and the owner of the golf car vehicle shall have liability insurance coverage for the golf car vehicle. The person operating the golf car vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days after such a request. The liability insurance coverage shall be subject to limits, exclusive of interest and costs, as follows: Twenty-five thousand dollars because of bodily injury to or death of one person in any one accident and, subject to such limit for one person, fifty thousand dollars because of bodily injury to or death of two or more persons in any one accident, and twenty-five thousand dollars because of injury to or destruction of property of others in any one accident.
- 3) The crossing of a highway shall be permitted by a golf car vehicle only if:
 - (a) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

- (b) The golf car vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway;
 - (c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and
 - (d) In crossing a divided highway, the crossing is made only at an intersection of such highway with a street or road, as applicable.
- 4) For purposes of this section:
- (a) Road means a public way for the purposes of vehicular travel, including the entire area within the right-of-way; and
 - (b) Street means a public way for the purposes of vehicular travel in a city or village and includes the entire area within the right-of-way.
- 5) Golf car vehicles shall not be permitted on any city sidewalk or trail, except to travel to the nearest city street to allow the operator to cross a state or federal highway pursuant to Section (2)(a) of this ordinance.
- 6) The penalty for violating Section (2)(b) of this ordinance shall be a class III Misdemeanor, punishable by a waivable fine of \$300.00 for the first offense, and \$500.00 for any subsequent offense. The penalty for violating any other section of this ordinance shall be a class III Misdemeanor, punishable by a waivable fine of \$100.00 for the first offense, \$200.00 for a second offense, and \$300.00 for a third or subsequent offense.

Source: *Neb.Rev.Stat.* §60-6,381

Section 2. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance, and in conflict with its provisions, is repealed.

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

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



November 25, 2025

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

RE: Wayne, NE
7th Street Trail
JEO Project No. 230243.00

Ladies and Gentlemen:

Enclosed for your consideration is Pay Application No. 5 for the above referenced project.

Pay Application No. 5 covers work from October 25, 2025, to November 21, 2025, and primarily includes most of the storm sewer piping and inlets. Also, some electrical work was also submitted. The pay request is for \$78,069.14 and JEO recommends approval of the work.

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

230243.00LTR251027a-PA5.docx

Contractor's Application for Payment

Owner: City of Wayne, Nebraska **Owner's Project No.:**
Engineer: JEO Consulting Group, Inc. **Engineer's Project No.:** 230243.00
Gehring Construction and Ready Mix Co.,
Contractor: Inc. **Contractor's Project No.:**
Project: Wayne 7th Street Trail, CDBG No. 22-PW-008
Contract: Wayne 7th Street Trail, CDBG No. 22-PW-008

Application No.: 5 **Application Date:** 11/21/2025
Application Period: From 10/24/2025 to 11/21/2025

1. Original Contract Price	\$	575,569.65
2. Net change by Change Orders	\$	109,852.48
3. Current Contract Price (Line 1 + Line 2)	\$	685,422.13
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	505,948.26
5. Retainage		
a. 5% X \$ 499,189.34 Work Completed =	\$	24,959.47
b. 5% X \$ 6,758.92 Stored Materials =	\$	337.95
c. Total Retainage (Line 5.a + Line 5.b)	\$	25,297.42
6. Amount eligible to date (Line 4 - Line 5.c)	\$	480,650.84
7. Less previous payments (Line 6 from prior application)	\$	402,581.70
8. Amount due this application	\$	78,069.14
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	204,771.29

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Gehring Construction & Ready Mix Co., Inc.

Signature: *Stephen Anderson* **Date:** 11-21-25

Recommended by Engineer

Approved by Owner

By: *Roger Prolyman*
Title: *Principal Engineer*
Date: 11.25.25

By:
Title:
Date:

Approved by Funding Agency

By:
Title:
Date:

By:
Title:
Date:

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Wayne, Nebraska
 Engineer: JEO Consulting Group, Inc.
 Contractor: Gehring Construction and Ready Mix Co., Inc.
 Project: Wayne 7th Street Trail, CDBG No. 22-PW-008
 Contract: Wayne 7th Street Trail, CDBG No. 22-PW-008

Owner's Project No.:
 Engineer's Project No.: 230243.00
 Contractor's Project No.:

Application No.: 5 Application Period: From 10/24/25 to 11/21/25 Application Date: 11/21/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	MOBILIZATION	1	LS	15,000.00	15,000.00	0.60	9,000.00		9,000.00	60%	6,000.00
2	EROSION CONTROL, CLASS 1D	6,889	SY	1.53	10,540.17	6,913.00	10,576.89		10,576.89	100%	(36.72)
3	EROSION CONTROL, CLASS 2A	137	SY	7.62	1,043.94	56.00	426.72		426.72	41%	617.22
4	CURB INLET PROTECTION	66	LF	14.14	933.24	20.00	282.80		282.80	30%	650.44
5	FABRIC SILT FENCE-HIGH POROSITY	223	LF	4.15	925.45	247.00	1,025.05		1,025.05	111%	(99.60)
6	SILT CHECK, TYPE 2-HIGH	980	LF	4.80	4,704.00	220.00	1,056.00		1,056.00	22%	3,648.00
7	COVER CROP SEEDING	2	ACRE	328.00	656.00		-		-	0%	656.00
8	GENERAL CLEARING AND GRUBBING	1	LS	4,200.00	4,200.00	1.00	4,200.00		4,200.00	100%	-
9	EARTHWORK MEASURED IN EMBANKMENT	1,986	CY	26.00	51,636.00	1,858.00	48,308.00		48,308.00	94%	3,328.00
10	WATER	32	MGAL	30.00	960.00		-		-	0%	960.00
11	REMOVE PAVEMENT	113	SY	12.00	1,356.00	27.00	324.00		324.00	24%	1,032.00
12	REMOVE DRIVEWAY	137	SY	12.00	1,644.00	137.00	1,644.00		1,644.00	100%	-
13	REMOVE COMBINATION CURB AND GUTTER	23	LF	25.00	575.00	23.00	575.00		575.00	100%	-
14	CRUSHED ROCK SURFACE COURSE	5	TON	75.00	375.00		-		-	0%	375.00
15	5" CONCRETE CLASS 47B-3500 SIDEWALKS	1,806	SY	56.00	101,136.00	1,344.00	75,264.00		75,264.00	74%	25,872.00
16	5" CONCRETE PAVEMENT, CLASS 47B-3500	150	SY	56.00	8,400.00	150.00	8,400.00		8,400.00	100%	-
7	7" CONCRETE CLASS 47B-3500 SIDEWALKS	674	SY	66.00	44,484.00	674.00	44,484.00		44,484.00	100%	-
18	CONCRETE CLASS 47B-3500 DRIVEWAY 8"	77	SY	72.00	5,544.00	77.00	5,544.00		5,544.00	100%	-
19	CONCRETE CLASS 47B-HE DRIVEWAY 8"	60	SY	82.00	4,920.00	86.00	7,052.00		7,052.00	143%	(2,132.00)
20	9" CONCRETE PAVEMENT, CLASS 47B-3500	107	SY	77.00	8,239.00	27.00	2,079.00		2,079.00	25%	6,160.00
21	RUMBLE STRIPS, CONCRETE	2	STA	3,500.00	7,000.00	2.00	7,000.00		7,000.00	100%	-
22	CONCRETE CLASS 47B-3500 CURB, TYPE II	57	LF	50.00	2,850.00		-		-	0%	2,850.00
23	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	267	LF	50.00	13,350.00	13.00	650.00		650.00	5%	12,700.00
24	DETECTABLE WARNING PANEL	76	SF	40.00	3,040.00	52.00	2,080.00		2,080.00	68%	960.00
25	FOUNDATION COURSE	66	SY	30.00	1,980.00		-		-	0%	1,980.00
26	SUBGRADE PREPARATION	2,940	SY	2.00	5,880.00	2,249.00	4,498.00		4,498.00	76%	1,382.00
27	REMOVE CULVERT PIPE	13	LF	21.00	273.00	13.00	273.00		273.00	100%	-
28	ADJUST MANHOLE TO GRADE	4	EA	525.00	2,100.00	3.00	1,575.00		1,575.00	75%	525.00
29	8" STORM SEWER PIPE, TYPE 7 OR 8	36	LF	34.50	1,242.00	22.00	759.00		759.00	61%	483.00
30	12" CULVERT PIPE, TYPE 3, 4 OR 5	8	LF	46.00	368.00	8.00	368.00		368.00	100%	-
31	15" CULVERT PIPE, TYPE 2	22	LF	47.00	1,034.00	22.00	1,034.00		1,034.00	100%	-
32	15" CULVERT PIPE, TYPE 3, 4 OR 5	37	LF	47.00	1,739.00	37.00	1,739.00		1,739.00	100%	-
33	12" FLARED END SECTION	2	EA	520.00	1,040.00	2.00	1,040.00		1,040.00	100%	-
34	15" FLARED END SECTION	3	EA	950.00	2,850.00	3.00	2,850.00		2,850.00	100%	-
35	30" ROUND EQUIVALENT CULVERT PIPE, TYPE 2, 4, 5, 7 OR 8. See change order request to up size to 36"	5	LF	100.00	500.00	2.50	250.00		250.00	50%	250.00
36	30" ROUND EQUIVALENT CONCRETE FLARED-END SECTION. See change order request to upsize to 36".	1	EA	1,400.00	1,400.00	0.50	700.00		700.00	50%	700.00
37	CONCRETE COLLAR	4	EA	1,600.00	6,400.00		-		-	0%	6,400.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Wayne, Nebraska
 Engineer: JEO Consulting Group, Inc.
 Contractor: Gehring Construction and Ready Mix Co., Inc.
 Project: Wayne 7th Street Trail, CDBG No. 22-PW-008
 Contract: Wayne 7th Street Trail, CDBG No. 22-PW-008

Owner's Project No.:
 Engineer's Project No.: 230243.00
 Contractor's Project No.:

Application No.:		5		Application Period:		From 10/24/25 to 11/21/25		Application Date:		11/21/25															
A	Bid Item No.	B	Description	C			D			E			F	G	H	I	J	K	L						
				Item Quantity	Units	Unit Price (\$)	Contract Information	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)								% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
38	REMOVE FLARED-END SECTION	5	EA	265.00		1,325.00	5.00	1,325.00		1,325.00	100%	-													
39	CURB INLET	5	EA	6,000.00		30,000.00	3.00	18,000.00		18,000.00	71%	8,840.00													
40	MANHOLE	1	EA	13,200.00		13,200.00	1.00	13,200.00		13,200.00	100%	-													
41	GRATE INLET	1	EA	3,850.00		3,850.00	1.00	3,850.00		3,850.00	100%	-													
42	JUNCTION BOX	1	EA	3,600.00		3,600.00	1.00	3,600.00		3,600.00	100%	-													
43	AREA INLET WITH OPEN SIDES	2	EA	7,550.00		15,100.00	2.00	15,100.00		15,100.00	100%	-													
44	REMOVE AND RESET FENCE	44	LF	30.00		1,320.00		-		-	0%	1,320.00													
45	18" STORM SEWER PIPE, TYPE 1	196	LF	53.00		10,388.00	50.00	2,650.00		2,650.00	60%	4,139.08													
46	30" STORM SEWER PIPE, TYPE 1	119	LF	87.50		10,412.50	119.00	10,412.50		10,412.50	100%	-													
47	36" STORM SEWER PIPE, TYPE 1	173	LF	120.50		20,846.50	173.00	20,846.50		20,846.50	100%	-													
48	48" STORM SEWER PIPE, TYPE 1	331	LF	193.50		64,048.50	331.00	64,048.50		64,048.50	100%	-													
49	TRAFFIC CONTROL	1	LS	16,500.00		16,500.00	0.50	8,250.00		8,250.00	50%	8,250.00													
50	REMOVE LIGHTING UNIT	3	EA	2,475.00		7,425.00	3.00	7,425.00		7,425.00	100%	-													
51	REMOVE LIGHT POLE FOUNDATION	3	EA	3,950.00		11,850.00	3.00	11,850.00		11,850.00	100%	-													
52	STREET LIGHTING UNIT, TYPE SL-8T-40-12-LED	3	EA	5,700.00		17,100.00	3.00	17,100.00		17,100.00	100%	-													
53	CONCRETE FOR FOUNDATION	2	CY	3,350.00		6,700.00	2.00	6,700.00		6,700.00	100%	-													
54	FOUNDATION STEEL	187	LB	13.65		2,552.55	187.00	2,552.55		2,552.55	100%	-													
55	CONDUCTORS	504	LF	8.40		4,233.60	504.00	4,233.60		4,233.60	100%	-													
56	RELOCATE TRAFFIC SIGN AND POST	6	EA	863.10		5,178.60	2.00	1,726.20		1,726.20	33%	3,452.40													
57	INSTALL STREET LIGHT CONDUIT AND CABLE	168	LF	46.20		7,761.60	168.00	7,761.60		7,761.60	100%	-													
58	EROSION CONTROL MOBILIZATION	3	EA	620.00		1,860.00	1.00	620.00		620.00	33%	1,240.00													
														Original Contract Totals		\$	575,569.65	\$	466,308.91	\$	6,758.92	\$	473,067.83	\$	102,501.82



CHANGE ORDER NO.: 001

Owner: City of Wayne
 Engineer: **Olsson**
 Contractor: T.R. Harris Construction, Inc.
 Project: Wayne Prairie Park – Phase 4 Paving

Owner’s Project No.:
 Engineer’s Project No.: **025-01686**
 Contractor’s Project No.:

Date Issued: 11/26/2025

Effective Date of Change Order: 12/1/2025

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

Description: **Quantity Adjustments**

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>490,012.85</u>	Original Contract Times: Substantial Completion: _____ Final Completion: _____
Increase from previously approved Change Orders No. 0 to No. 1 \$ <u>0.00</u>	Increase from previously approved Change Orders No. 0 to No. 1: Substantial Completion: _____ Final Completion: _____
Contract Price prior to this Change Order: \$ <u>490,012.85</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Final Completion: _____
Increase this Change Order: \$ <u>10,490.33</u>	Increase this Change Order: Substantial Completion: _____ Final Completion: _____
Contract Price incorporating this Change Order: \$ <u>500,503.18</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Final Completion: _____

Recommended by Engineer (if required)

By: Taylor Kube
 Title: Project Manager
 Date: 11/26/2025

Accepted by Contractor

Timothy R Harris

Secretary

 11/26/2025

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

CERTIFICATE OF PAYMENT: 2



Date of Issuance: November 26, 2025

Project: Wayne Prairie Park Phase 4 - Parks & Rec/Roundabout Paving

Project No.: 025-01686

Contractor: T.R. Harris Construction, Inc.

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: T.R. Harris Construction, Inc.

Value of Work Completed This Request:	<u>\$273,174.68</u>
Value of Materials Stored:	<u>\$0.00</u>

Original Contract Cost:	<u>\$490,012.85</u>
Approved Change Orders:	
No. 1	<u>\$10,490.33</u>
No. 2	<u>\$0.00</u>
No. 3	<u>\$0.00</u>

Total Contract Cost: \$500,503.18

Value of completed work and materials stored to date	<u>\$500,503.18</u>
Less retainage percentage 0%	<u>\$0.00</u>
Net amount due including this estimate	<u>\$500,503.18</u>
Less: Estimates previously approved:	

No. 1	<u>\$203,660.10</u>	No. 3	<u>\$0.00</u>	No. 5	<u>\$0.00</u>
No. 2	<u>\$0.00</u>	No. 4	<u>\$0.00</u>	No. 6	<u>\$0.00</u>

Total Previous Estimates: \$203,660.10

NET AMOUNT DUE THIS ESTIMATE: \$296,843.08

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

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

cc: - Owner
T.R. Harris Construction, Inc.
Project File

OLSSON

By: 



Pay App.

Project: Wayne Prairie Park Phase 4 - Parks & Rec/Roundabout Paving

Project #: 025-01686

2

Contractor: T.R. Harris Construction, Inc.

Date: 11/26/2025

A ITEM NO.	B DESCRIPTION OF WORK	C Pay Unit	D Total Est. Qty	E Unit Price	F SCHEDULED VALUE (D * E)	G WORK COMPLETED				K MATERIALS PRESENTLY STORED (NOT IN H OR J)	L TOTAL QUANTITY TO DATE (G+I)	M TOTAL COMPLETED AND STORED TO DATE (H+J+K)	N % (M/F)	O BALANCE TO FINISH (F-M)	P RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
1	Mobilization	LS	1	\$10,200.00	\$10,200.00	1.00	\$10,200.00	0.00	\$0.00		1.00	\$10,200.00	100%	\$0.00	\$0.00
2	Earthwork	LS	1	\$24,000.00	\$24,000.00	1.00	\$24,000.00	0.00	\$0.00		1.00	\$24,000.00	100%	\$0.00	\$0.00
3	Traffic Control	LS	1	\$4,800.00	\$4,800.00	1.00	\$4,800.00	0.00	\$0.00		1.00	\$4,800.00	100%	\$0.00	\$0.00
4	Erosion Control	LS	1	\$12,500.00	\$12,500.00	0.50	\$6,250.00	0.50	\$6,250.00		1.00	\$12,500.00	100%	\$0.00	\$0.00
5	Curb Removal	LF	70	\$7.00	\$490.00	0.00	\$0.00	70.00	\$490.00		70.00	\$490.00	100%	\$0.00	\$0.00
6	Rock Removal and Replacement	SY	1798	\$7.50	\$13,485.00	1,798.00	\$13,485.00	0.00	\$0.00		1,798.00	\$13,485.00	100%	\$0.00	\$0.00
7	Pavement Removal	SY	72	\$15.00	\$1,080.00	18.00	\$270.00	54.00	\$810.00		72.00	\$1,080.00	100%	\$0.00	\$0.00
8	7" PCC Pavement with Integral Curb (Parking)	SY	1562	\$79.00	\$123,398.00	1,562.00	\$123,398.00	0.00	\$0.00		1,562.00	\$123,398.00	100%	\$0.00	\$0.00
9	5" Sidewalk Pavement	SY	271	\$90.00	\$24,390.00	0.00	\$0.00	271.00	\$24,390.00		271.00	\$24,390.00	100%	\$0.00	\$0.00
10	7" Sidewalk Pavement and ADA Panel	SY	24	\$137.00	\$3,288.00	0.00	\$0.00	24.00	\$3,288.00		24.00	\$3,288.00	100%	\$0.00	\$0.00
11	18" Curb & Gutter	LF	1943	\$34.00	\$66,062.00	238.00	\$8,092.00	1,705.00	\$57,970.00		1,943.00	\$66,062.00	100%	\$0.00	\$0.00
12	12" Subgrade Prep	SY	3698	\$8.00	\$29,584.00	3,698.00	\$29,584.00	0.00	\$0.00		3,698.00	\$29,584.00	100%	\$0.00	\$0.00
13	Pavement Marking	LS	0	\$2,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
14	Parking 4" Base Incorporated Gravel (including reused gravel)	TN	0	\$61.05	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
15	Parking 2" Surface Course Gravel	TN	470	\$55.60	\$26,132.00	0.00	\$0.00	470.00	\$26,132.00		470.00	\$26,132.00	100%	\$0.00	\$0.00
16	Roundabout 4" Base Course Incorporated Gravel	TN	0	\$61.05	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
17	Roundabout 2" Surface Course Gravel	TN	0	\$55.60	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
18	Driveway 4" Base Course Incorporated Gravel	TN	0	\$61.05	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
19	Driveway 2" Surface Course Gravel	TN	60.3	\$55.60	\$3,352.68	0.00	\$0.00	60.30	\$3,352.68		60.30	\$3,352.68	100%	\$0.00	\$0.00
20	15" Storm Pipe	LF	80	\$103.00	\$8,240.00	40.00	\$4,120.00	40.00	\$4,120.00		80.00	\$8,240.00	100%	\$0.00	\$0.00
21	15" Flared End Section	EA	4	\$1,045.00	\$4,180.00	2.00	\$2,090.00	2.00	\$2,090.00		4.00	\$4,180.00	100%	\$0.00	\$0.00
22	10" Curb Flume	EA	8	\$1,700.00	\$13,600.00	0.00	\$0.00	8.00	\$13,600.00		8.00	\$13,600.00	100%	\$0.00	\$0.00
23	Seeding	SY	4277	\$4.00	\$17,108.00	0.00	\$0.00	4,277.00	\$17,108.00		4,277.00	\$17,108.00	100%	\$0.00	\$0.00
24	7" PCC Pavement (Roundabout)	SY	1646	\$69.00	\$113,574.00	0.00	\$0.00	1,646.00	\$113,574.00		1,646.00	\$113,574.00	100%	\$0.00	\$0.00
Change Order															
CO1	Concrete Header	LF	31.5	\$33.00	\$1,039.50	31.50	\$1,039.50	0.00	\$0.00		31.50	\$1,039.50	100%	\$0.00	\$0.00
					\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
					\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
					\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	Contract Total				\$500,503.18		\$227,328.50		\$273,174.68	\$0.00		\$500,503.18	100%	\$0.00	\$0.00

[Back to Top](#)

November 3, 2025

City of Wayne
Betty A. McGuire
City Clerk
PO Box 8
306 Pearl Street
Wayne, NE 68787-0008

Dear Betty,

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2026, and runs thru December 31, 2026. The rates for 2026 have increased. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 15, 2025** for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2026 – 2029.

	2025	2026	2027	2028	2029
System Preservation	\$ 2,030.00	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2025, thru December 31, 2025.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2026**.

Sincerely,

Heidi Brenneman
Administrative Assistant
Enclosures



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 72
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby agree that Maintenance Agreement No. 72 described above be renewed for the period January 1, 2026 to December 31, 2026.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 20__

ATTEST: City of Wayne

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20__

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

MAINTENANCE OPERATION AND RESPONSIBILITY

Municipal extensions and connecting links

(Streets Designated Part of the State Highway System excluding Freeways)

Attachment "A"

Maintenance Responsibility Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> <u>Neb. Rev. Stat. § 39-1339</u>	<u>Metropolitan</u> <u>Cities</u> <u>(Omaha)</u>	<u>Primary</u> <u>Cities</u> <u>(Lincoln)</u>	<u>1st Class</u> <u>Cities</u>	<u>2nd Class</u> <u>Cities & Villages</u>
Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (Including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> <u>Neb. Rev. Stat. § 39-1339</u>	<u>Metropolitan</u> <u>Cities</u> <u>(Omaha)</u>	<u>Primary</u> <u>Cities</u> <u>(Lincoln)</u>	<u>1st Class</u> <u>Cities</u> <u>> 40,000</u>	<u>1st Class</u> <u>Cities</u> <u>< 40,000</u>	<u>2nd Class</u> <u>Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne

Date: 1/1/26

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.86 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

$$2.86 \text{ lane miles} \times \$2,090.00 \text{ per lane mile} = \$5,977.40.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \text{ per lane mile} = \$$$

Other (*Explain*)

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
AND NEB. REV. STAT. 39-2101**

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to 3 Lane	15	163.84	164.10	0.26	2	0.52	0.52	0.00
3 Lane to N-35	15	164.10	164.61	0.51	3	1.53	1.02	0.51
N-35 to N. City Limits	15	164.61	166.07	1.46	2	2.92	2.92	0.00
Limits E of Centennial Rd.	35	28.68	30.77	2.09	3	6.27	4.18	2.09
City Limits at Industrial Drive to E. City Limits	35	31.04	31.30	0.26	3	0.78	0.52	0.26
	35	31.30	31.68	0.38	2	0.76	0.76	0.00
Total Lane Miles				4.96		12.78	9.92	2.86



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. _____ QE _____ Supp _____
 Maintenance Agreement between the Nebraska Department of Transportation and the
 Municipality of Wayne
 Municipal Extensions in Wayne

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kevin Domogalla, Department of Transportation, Norfolk, Nebraska.

ATTEST: _____ day of _____

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____

Pay/Bill Code: _____

Contractor No.: _____

Amount: \$ _____