

**AGENDA
CITY COUNCIL MEETING
August 21, 2012**

5:30 Call to Order

1. Approval of Minutes – August 7, 2012

2. Approval of Claims

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

Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes. After being recognized by the Chair, proceed to the rostrum and state your name and address for the record.

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

3. Stand for the Silent Proclamation

October will have an anti-bullying effort nationwide. This proclamation is in support of education and prevention of bullying.

4. Action to Consider Offer to Purchase Two Lots — Kelby Herman

We have received a housing development proposal from Kelby Herman for your consideration with the following terms:

- 1) He would purchase, for \$500 each, the empty lots the city owns at:
 - 509 Nebraska Street (Lot 4, and 8 feet of the vacated alley, Block 7, North Addition)
 - 418 West 1st Street: (East 48 feet of West 100 feet of Lots 4, 5, and 6, Block 24, Original Town)**
- 2) He will construct market rate rental properties on each lot within 24 months of acquiring them.**
- 3) The City would execute a TIF Financing Agreement based upon the resale value of the lots to his development company as we have been discussing with the City Council.**
- 4) Availability of the \$5,000 per unit loan program that is similar to the "New Home" loan program with the term amended to 5 years at 0%.**
- 5) Time is of the essence due to the fact that the construction season is coming to an end.**

5. Report to Council on LB840 Activity — Wes Blecke, Director of Wayne Area Economic Development

Background: This is the regular LB840 update to the public as required by the law.

6. Update on New Megawatt Peak Set this Summer and New Catalytic Converters and Cooling Tower Projects — Gene Hansen, Supt. of Electric Production

Background: We asked Gene to update us on multiple events at the power plant.

7. Action on Request to Close a Portion of Street to Stockpile Corn and Place Auger — Warren Miller, Wayne Grain & Feed

Background: We have granted permission in the past for the temporary use of a City street to store grain in the fall. Occasionally it has been used, but not often.

8. Resolution 2012-58: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (WSC Homecoming Parade, which includes Band Day, on Saturday, September 29, 2012)

9. Resolution 2012-59: Approving Contract Amendment #1 to the Letter Agreement for Professional Services with Olsson Associates for the RICE NESHAP Compliance Project for a fee of not to exceed \$45,000

Background: This addresses the construction portion of this project. With little warning, the EPA announced the March, 2013, deadline for installing air pollution control requirements on all reciprocating power plant engines that are operated for more than just emergencies. Because Wayne couldn't fulfill its lease purchase agreement with NPPD, we needed to move fast to comply. There is limited US manufacturing capacity for this nationwide mandate, and Gene was able to act quickly to secure Olsson for the design work and parts list to order the equipment. This project is moving along well, and we will be in compliance ahead of the deadline.

Recommendation: Olsson has done excellent work on the design of this project and is now overseeing the construction. They have kept us on schedule and on budget. The recommendation from Gene Hansen, Superintendent of Electric Production, is to approve the agreement for this segment of the project.

10. Resolution 2012-60: Approving Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Nebraska State Colleges d/b/a Wayne State College

Background: This action renews the current agreement for the City to provide an officer on the Wayne State College campus part time.

The recommendation of Police Sergeant Marlen Chinn is to approve the agreement.

11. Resolution 2012-61: Approving Memorandum of Understanding between the City of Wayne and Providence Medical Center

Background: Under the new Affordable Care Act, to be eligible for federal credit, Providence Medical Center needs a public body to acknowledge and verify that it provides medicines and work at no cost for the people in the community that can't pay.

Recommendation: There is no commitment required from the City other than this acknowledgement. The recommendation of the City of Wayne Administrator is to approve the Resolution.

12. Resolution 2012-62: Approving Agreement for Design and Construction Services on the 10th Street, Main to Windom Reconstruction Project and Using Local Funds to be Reimbursed by Future Allocations of State Highway STP Replacement Funds

Background: The engineer has submitted separate proposals for the completion of the project design and construction engineering services as requested by the Mayor and Council at the last Council meeting.

Recommendation: The recommendation of the City Administrator is to approve the agreement for design services.

13. Ordinance 2012-28: Amending Wayne Municipal Code Chapter 2, Article II. Council, Division 1. Generally by Adding Section 2-51 Code of Decorum (Second Reading)
14. Ordinance 2012-35: Authorizing the Release and Abandonment of the East 7' of the Side Yard Utility Easement Located on Lot 5 and the West 7' of the Side Yard Utility Easement Located on Lot 6, Fairway Estates Subdivision (Second Reading)
15. Ordinance 2012-36: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Thursday, September 27th, Friday, September 28th and Saturday, September 29th (Wayne State College Homecoming Activities)
16. Ordinance 2012-37: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Saturday, October 27th (Saturday before Halloween)
17. Ordinance 2012-38: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Thursday, November 1st (Thursday after Halloween)
18. Ordinance 2012-39: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Thursday, December 13th and Friday, December 14th (Wayne State College Graduation)
19. Ordinance 2012-40: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Monday, December 31st (New Year's Eve)

20. Discussion on Amending the Municipal Code to Allow Councilmembers who get Employed by the City to Complete or Finish their Current Term in Office by Approval of Majority of Council

Background: Councilmember Sturm has accepted a full-time position as dispatcher for the City of Wayne. State Statutes allow an elected official to do both, but Sturm has indicated he intends to resign. Current city code does not allow a city employee to also serve as an elected official. The councilmember's term expires with the election in November. Since there is a very short timeline in which to advertise and fill the vacancy before his term expires, the Mayor has asked the Council if they wish to consider allowing Sturm to continue to represent his ward for the remainder of his term. If there is interest, the Mayor will direct a City Code amendment to be prepared for Council action.

21. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Wayne Municipal Airport Authority Minutes – July 9, 2012](#)

[Wayne Municipal Airport Authority Minutes – August 6, 2012](#)

August 7, 2012

The Wayne City Council met in regular session at City Hall on Tuesday, August 7, 2012, at 5:40 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Doug Sturm, Kaki Ley, Kathy Berry and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Jim Van Delden, Jon Haase and Dale Alexander.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on July 26, 2012, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Frevert made a motion, which was seconded by Councilmember Sturm, whereas the Clerk has prepared copies of the Minutes of the meeting of July 17, 2012, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved.

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

The following claims were presented to Council for their approval:

CORRECTIONS TO CLAIMS LIST OF 6/5/12: DELETE Y&Y LAWN SERVICE, SE, 205.00

CORRECTIONS TO CLAIMS LIST OF 6/19/12: DELETE ROBERT WOehler & SONS, SE, 2090.00

VARIOUS FUNDS: 4IMPRINT, SU, 697.00; ADVANCED CONSULTING, SE, 2100.00; AMAZON.COM, SU, 496.84; AMERICAN BROADBAND, SE, 2249.58; AMERITAS, SE, 1930.95; APPEARA, SE, 208.56; ARNIE'S FORD-MERCURY, SU, 309.66; AS CENTRAL SERVICES, SE, 448.00; ATCO INTERNATIONAL, SU, 55.20; BANK FIRST, SE, 120.00; CITY EMPLOYEE, RE, 128.62; BIG T ENTERPRISES, SU, 11.00; BLACK HILLS ENERGY, SE, 439.13; BOMGAARS, SU, 46.74;

BOMGAARS, SU, 1961.03; CITY EMPLOYEE, RE, 198.93; BROWN SUPPLY, SU, 93.35; CITY EMPLOYEE, RE, 72.08; CARHART LUMBER, SU, 631.03; CENTURLINK, SE, 312.01; CITY EMPLOYEE, RE, 17.69; CITY OF NORFOLK, SE, 204.21; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, RE, 120.00; CITY OF WAYNE, RE, 40.00; CITY OF WAYNE, PY, 66872.74; CITY OF WAYNE, RE, 30.00; CITY OF WAYNE, RE, 225.00; CLAUSSEN & SONS IRRIG., SE, 264.86; COMMUNITY HEALTH, RE, 3.00; CONTINENTAL FIRE SPRINKLER, SE, 210.00; COUNTRY NURSERY, SE, 857.40; CREDIT BUREAU SERVICES, SE, 450.00; DAKOTA BUSINESS SYSTEMS, SE, 103.50; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEMCO, SU, 205.79; DGR & ASSOCIATES, SU, 72.00; DONNA TIETSORT, RE, 50.00; CITY EMPLOYEE, RE, 112.77; DUTTON-LAINSON, 624.05; EAKES OFFICE PLUS, SU, 56.97; EASYPERMIT POSTAGE, SU, 599.28; ECHO GROUP, SU, 78.93; EDWARD JONES, RE, 200.00; CITY EMPLOYEE, RE, 1676.18; EGAN SUPPLY, SU, 42.13; ELECTRIC FIXTURE & SUPPLY, SU, 51.79; ELLIS PLUMBING & HEATING, SE, 72.00; EMERITUS, RE, 120.00; FASTENAL, SU, 39.03; FIRST CONCORD, SE, 3095.79; FLOOR MAINTENANCE, SU, 444.65; FORT DEARBORN LIFE, SE, 110.08; GERHOLD CONCRETE, SU, 861.26; GILL HAULING, SE, 155.00; GROSSENBURG IMPLEMENT, SU, 955.19; HAWKINS, SU, 1086.08; HILLYARD/SIOUX FALLS, SU, 34.25; CITY EMPLOYEE, RE, 364.00; HOLIDAY INN OF KEARNEY, SE, 163.90; ICMA, SE, 5292.71; INTERSTATE ALL BATTERY, SU, 216.75; IRS, TX, 27763.70; JEO CONSULTING GROUP, SE, 6447.20; JON HAASE, RE, 30.00; KRIZ-DAVIS, SU, 23852.65; L.G. EVERIST, SU, 641.84; LAYNE CHRISTENSEN, SE, 746.00; LEAGUE OF NEBRASKA, FE, 5920.00; CITY EMPLOYEE, RE, 3075.09; LOU WILTSE, RE, 500.00; MCGUIRE & NORBY, SE, 10450.47; MIDLAND EQUIPMENT, SU, 59.29; MIDWEST OFFICE AUTOMATION, SE, 1314.84; MIKE TOWNE, SE, 300.00; MISS MOLLY'S COFFEE, SE, 127.80; MSC INDUSTRIAL, SU, 385.72; MULTIMEDIA SALES & MARKET, SE, 313.50; CITY EMPLOYEE, RE, 541.45; NE DEPT OF REVENUE, TX, 3307.11; NE SAFETY COUNCIL, SE, 11.49; NIAGARA CONSERVATION CORP, SU, 966.81; NORFOLK SPORTING GOODS, SU, 38.50; N.E.NE AMERICAN RED CROSS, RE, 29.62; NNPPD, SE, 3475.00; NORTHWEST ELECTRIC, SU, 187.40; OLSSON ASSOCIATES, SE, 5769.28; OVERHEAD DOOR, SE, 157.50; PEAKER SERVICES, SE, 4394.41; POLLARD PUMPING, SE, 935.00; QUALITY 1 GRAPHICS, SU, 160.00; QUILL CORPORATION, SU, 928.25; REHAB SYSTEMS, SU, 5750.00; RO DON CORPORATION, SU, 644.03; RON'S RADIO, SU, 4932.70; RUDOLPH'S SHOES, SU, 154.60; SALMON WELL, SE, 516.28; STADIUM SPORTING GOODS, SU, 575.00; T & S TRUCKING, SE, 226.53; TOM'S BODY & PAINT SHOP, SE, 218.01; UNITED RENTALS, SE, 80.00; UNITED WAY, RE, 5.00; US BANK, SU, 2068.21; VERIZON, SE, 276.90; VIAERO, SE, 170.90; WATERLINK, SU, 4661.56; WAED, SE, 6383.33; WAYNE COUNTY COURT, RE, 400.00; WAYNE HERALD, SU, 46.00; WAYNE ROTARY, FE, 160.00; WAYNE RURAL FIRE, SU, 8.78; WESCO, SU, 30455.79; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 602.70; CITY EMPLOYEE, RE, 195.22; CITY EMPLOYEE, RE, 229.54; CHARTWELLS, SE, 5438.00; COPY WRITE, SU, 139.25; DANKO EMERGENCY EQUIPMENT, SU, 24.00; DUTTON-LAINSON, SU, 40.68; EMERITUS, RE, 120.00; FASTENAL, SU,

6.90; FELD FIRE, SU, 131.28; FREDRICKSON OIL, SU, 563.85; GERHOLD CONCRETE, SU, 945.00; GREAT PLAINS ONE-CALL, SE, 90.54; HAWKINS, SU, 1534.02; HTM SALES, SU, 238.44; INTERSTATE ALL BATTERY, SU, 285.39; JASON CAROLLO, SE, 175.00; JEO CONSULTING GROUP, SE, 2538.50; JOHN'S WELDING AND TOOL, SU, 89.00; KTCH, SE, 755.00; MICHAEL TODD & CO, SU, 1541.31; MIDSTATES ERECTORS, SE, 114685.00; MIDWEST LABORATORIES, SE, 1333.95; MISC, RE, 350.00; MUNICIPAL PIPE SERVICE, SU, 5773.01; N.E. NEB ECONOMIC DEV DIS, SE, 480.00; NE DEPT OF ENVIRONMENTAL, FE, 150.00; NE PUBLIC HEALTH ENVIRONM, SU, 367.00; NE SAFETY COUNCIL, SE, 191.89; NNPPD, SE, 12428.90; PAC N SAVE, SU, 24.12; PEPSI-COLA, SU, 262.25; PIEPER & MILLER, SE, 4194.00; PLUNKETT'S PEST CONTROL, SE, 91.52; PRESTO X, SE, 123.08; QUILL, SU, 125.65; ROBERT WOehler & SONS, SE, 19961.05; RUDOLPH'S SHOES, SU, 144.49; S & S WILLERS, SU, 256.45; STATE NATIONAL BANK, SE, 59.28; TAK, INC, SE, 39.00; TOM'S BODY & PAINT SHOP, SE, 206.00; TOP HEALTH, SU, 170.52; UTILITIES SECTION, SU, 95.00; WASTE CONNECTIONS, SE, 450.40; WAYNE AUTO PARTS, SE, 207.38; WAYNE COUNTRY CLUB, RE, 450.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, SE, 4195.92; WAYNE VETERINARY CLINIC, SE, 476.00; WAPA, SE, 33308.52; ZACH HEATING & COOLING, SE, 287.90; ZACH OIL CO, SU, 5140.90

Councilmember Sturm made a motion and Councilmember Ley seconded to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers 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.

Tom Higginbotham, Executive Director, and Lisa Hurley, Community Planning Supervisor, of Northeast Nebraska Economic Development District presented the Doug Bereuter Accomplished Community Award for showing continuous progress over the past couple of years, evidenced by the projects Wayne has been able to produce.

Mayor Chamberlain went to Agenda Item no. 15 and declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-754 Nonconforming Uses by adding (I) Heavy Industry.

Dave Copple, Attorney representing Woehler & Sons, Inc., was present to advise the Council that they stand in opposition to the proposed amendments. He was of the understanding after conferring with City Attorney Miller, that the matter will be tabled for further discussion with representatives of Woehler & Sons, Inc., in order to try and find a solution with respect to their existing business. They take the position that they are a conforming use under Wayne's current zoning ordinance of 90-352.5 and 90-353.1; that the laws of the State of Nebraska are such that the City cannot and is not in a position to retroactively go back and try to rezone something and eliminate a current permitted use; and that the business they are in and the location's use has been recognized by the City of Wayne as a permitted use and that to do so would be contrary to laws of the State of Nebraska.

Attorney Miller recommended that the Council table this matter until January, 2013.

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

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

Councilmember Ley made a motion, which was seconded by Councilmember Berry, to table action on Ordinance No. 2012-34 until the second Council meeting in January (January 15, 2013).

It was noted that if the proposed Ordinance would be passed, it would have a wide ranging effect on a lot of businesses and even some residential properties.

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

Wes Blecke, Executive Director of Wayne Area Economic Development, requested Council consideration to waiving Section 18-341 of the Wayne Municipal Code regarding sign requirements and prohibition of signs projecting over the sidewalk in a commercial district. The sign will be located on the building at 103 W. 3rd Street. The sign would hang over the sidewalk by approximately 4' and would be at least 8' above the sidewalk. The sign is 4' x 2'3".

Section 18-341 of the Wayne Municipal Code states that it is unlawful for any person to erect or place any business sign or awning in, on or over any sidewalk, street, or public property in the city without obtaining a permit from the Council.

Councilmember Sturm made a motion, which was seconded by Councilmember Brodersen, approving the request of Wayne Area Economic Development to waive the requirements of Section 18-341 of Wayne Municipal Code and allow them to erect a sign at their building located at 103 W. 3rd Street. Mayor Chamberlain stated the motion, and the result of roll call being all yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-90-10 Definitions, by adding Agricultural Industry, Light Industry, General Industry and Heavy Industry.

Joel Hansen, Zoning Administrator, stated the discussion and proposed amendments stemmed from a complaint he received regarding concrete crushing in a B-1 zone. When reviewing the code, it appeared there wasn't clear language therein that allowed this use. If the use is not specifically identified in the code, it is not permitted. This proposed language, which was prepared and recommended by RDG (Omaha firm who is assisting the Zoning Steering Committee with updating the zoning language) gives a broader area to take a business that is coming to Wayne that may not be listed specifically in the code and fit them into one of these categories. The Planning Commission's intent was to recommend new language that would better define industrial uses and the appropriate location for them within the City's zoning jurisdiction. This would not pertain to any existing businesses, only new businesses.

The Planning Commission reviewed this information at their public hearings held on April 2 and July 2, 2012, and forwarded a recommendation to approve the same subject to the following "Findings of Fact":

1. Staff recommendation; and
2. Consistency with the Comprehensive Plan and the current and future land use maps.

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

Councilmember Haase arrived at 6:15 p.m.

BJ Woehler spoke against the passage of the proposed ordinances and thought the Council should table the same.

Attorney Miller advised the Council that they have three options:

- Pass the ordinance, which will change the definitions and include concrete crushing as a heavy industry. This would allow Woehler's to continue

crushing concrete, but they would not be allowed to expand that business. In addition, no new concrete crushing businesses could come to B-1 zoning districts; or

- Not pass the ordinance; or
- Table it along with the other ordinances being proposed.

Wes Blecke, Executive Director of WAED, asked if more definitions are being added, will it make it easier for businesses or put more restrictions on them? He also wanted to make sure that the actions taken are in the best interests of the existing businesses in Wayne.

Mr. Hansen reiterated that these amendments are not creating any zoning districts. These are definitions which will streamline and simplify the process for businesses coming to Wayne.

Lynelle Sievers, Carol Bauermeister and Audra Farrington, property owners who reside in the area of this concrete crushing business, shared their concerns and experiences when concrete is being crushed.

Ken Kwapnioski, who owns a building in the area, said there is a huge amount of dust that comes from the field across the creek during harvest. There is also a grain elevator in the area, and half of Arnie's Ford Mercury, when they are loading or unloading grain, gets covered with dust. There is more to talk about than just concrete dust.

Kent Franzen stated he was on the Zoning Committee and he found the definitions troubling. He sees this as complicating the issue and not making it better.

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

Councilmember Berry made a motion, which was seconded by Councilmember Sturm, to table action on Ordinance No. 2012-29 until the second meeting in January (January 15, 2013).

Councilmember Sturm asked the Council that when they look at this, that they look at it from both a residential standpoint and a business standpoint. If the business would keep the dust on their property, it would solve a lot of problems.

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-114 Exceptions in the A-1 Agricultural Zone by adding (24) Heavy Industry.

Joel Hansen, Zoning Administrator, stated that since the ordinance amending the definitions has been tabled, the remaining items should be tabled as well.

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

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

Councilmember Sturm made a motion, which was seconded by Councilmember Frevert, to table action on Ordinance No. 2012-30 until the second meeting in January (January 15, 2013). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-

482 Permitted Principal Uses and Structures in the I-1 Light Industrial and Manufacturing Zone by adding (46) Light Industry and (47) General Industry.

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

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

Councilmember Frevert made a motion, which was seconded by Councilmember Haase, to table action on Ordinance No. 2012-31 until the second meeting in January (January 15, 2013). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-484 Exceptions in the I-1 Light Industrial and Manufacturing Zone by adding (5) Heavy Industrial.

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

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

Councilmember Ley made a motion, which was seconded by Councilmember Frevert, to table action on Ordinance No. 2012-32 until the second meeting in January (January 15, 2013). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-512 Permitted Principal Uses and Structures in the I-2 Heavy Industrial Zone by adding

(56) Agricultural Industry, (57) Light Industry, (58) General Industry and (59) Heavy Industry.

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

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Sturm, to table action on Ordinance No. 2012-33 until the second meeting in January (January 15, 2013). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Discussion took place on Ordinance 2012-28 regarding the Code of Decorum.

Mayor Chamberlain stated he had received some concerns from Councilmembers regarding this ordinance. A question was brought forward whether or not this would be a good time to add a section regarding Councilmember attendance. The other issue brought forward was the section regarding "Elected Officials Conduct in Public Meetings".

Administrator Johnson stated if Council provides the changes, staff can make those and bring the same back to Council for action.

Councilmember Sturm thought Council should be at meetings at least 70% of the meetings. There needs to be a commitment.

Kent Franzen, as a member of the public, also asked that the Council enforce the 3 minute speaking limit on staff as well. In his experience with another body, these rules can be used to suppress opposition, and that is something he has attained a great distaste for.

It was noted that State Statute provides that if an elected official misses 5 consecutive meetings, a vacancy will exist.

Councilmember Ley made a motion, which was seconded by Councilmember Frevert, to table action on the second reading of Ordinance No. 2012-28 until the next meeting, and allow staff to make changes for Council consideration. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sturm who voted Nay, the Mayor declared the motion carried.

The following Ordinance would release and abandon the side yard utility easements on Lots 5 and 6, Fairway Estates Subdivision. The purchaser of the lots wants to build one home on these two lots.

Councilmember Brodersen introduced Ordinance 2012-35, and moved for approval thereof; Councilmember Ley seconded.

ORDINANCE NO. 2012-35

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE SIDE YARD UTILITY EASEMENTS CONSISTING OF THE EAST 7 FEET OF SIDE-YARD UTILITY EASEMENT IN LOT 5 AND THE WEST 7 FEET OF SIDE-YARD UTILITY EASEMENT IN LOT 6, FAIRWAY ESTATES SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA

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

The following Resolution would approve a "Permit Agreement" with Arnie's Ford, Inc., regarding the use of public right-of-way.

Garry Poutre, Superintendent of Public Works & Utilities, stated Arnie's Ford would like to set some security cameras in the lot north of the dealership and on their

property to the east where the old Pit Stop gas station used to be. In trying to determine the best way to run data wire from those properties to a central location (the main office in the dealership building), he recommended having a directional boring crew come to town and install conduits across the right-of-ways of Logan Street and East Third Street to pull the data wire from those other two locations back to the main building. This is similar to what the City did with Inventive Communications about 8 years ago when they asked to run data lines across our right-of-ways between their buildings.

Councilmember Ley introduced Resolution No. 2012-55 and moved for its approval; Councilmember Berry seconded.

RESOLUTION NO. 2012-55

A RESOLUTION APPROVING AN AGREEMENT WITH ARNIE'S FORD, INC., REGARDING THE USE OF PUBLIC RIGHT-OF-WAY.

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

Administrator Johnson stated we have received Change Order No. 1, which is an increase of \$12,390.40 to Elkhorn Paving Company for the Pheasant Run Road Paving Project.

Councilmember Sturm made a motion, which was seconded by Councilmember Ley, approving Change Order No. 1 in the amount of \$12,390.40 for the Pheasant Run Road Paving Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

A pay request has been received from Elkhorn Paving Company for the Pheasant Run Road Paving Project in the amount of \$24,296.90. The engineer on the project has approved the same.

Councilmember Sturm made a motion, which was seconded by Councilmember Ley, approving Application for Payment – Final for the Pheasant Run Road Paving Project in the amount of \$24,296.90 to Elkhorn Paving Company.

A pay request has been received from Luxa Construction for the Western Ridge Paving Project – Phase II in the amount of \$135,531.44. The engineer on the project has approved the same.

Councilmember Ley made a motion, which was seconded by Councilmember Sturm, approving Application for Payment No. 1 for the Western Ridge Paving Project – Phase II in the amount of \$135,531.44 to Luxa Construction.

Councilmember Sturm made a motion, which was seconded by Councilmember Ley, to recess as Council and convene as the Community Development Agency. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Brian Frevert, Ken Chamberlain, Doug Sturm, Kaki Ley, Kathy Berry and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Members Jim Van Delden and Dale Alexander.

Chair Haase advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection.

The next item on the CDA agenda was to approve the minutes of the July 17, 2012, meeting.

Member Chamberlain made a motion and Member Ley seconded approving the minutes of the July 17, 2012, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to consider and take action on CDA Resolution 2012-5 authorizing the issuance of tax increment revenue bond (Benscoter Project).

Member Chamberlain introduced CDA Resolution No. 2012-5 and moved for its approval; Member Sturm seconded.

CDA RESOLUTION NO. 2012-5

A RESOLUTION OF THE CITY OF WAYNE, NEBRASKA, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF SAID CITY; AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW; AUTHORIZING THE SALE OF SAID BOND; PROVIDING FOR A GRANT; PROVIDING FOR A REDEVELOPMENT CONTRACT AND PROVIDING FOR THIS RESOLUTION TO TAKE EFFECT.

Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Discussion took place on a proposed new housing construction loan incentive program.

The existing "New Housing Construction Loan Incentive Program" provides a \$20,000 construction loan at 0% interest for contractors that build new single-family homes. The loan is repaid by the contractor when the house is sold. If the applicant is an owner building his/her own home, the incentive or loan is to be repaid when the owner secures a mortgage on the completed house. At the annual School/City/County planning retreat in July, it was proposed that we would get more interest in the program if we let

private lenders make the loans, and the City's incentive be amended to eliminate any direct loan and replace that with:

- A buy-out of the interest cost of the construction loan to build the house; and
- Payment of the real estate taxes accrued until the house is sold up to a maximum of 24 months, whichever comes first for spec homes.

The incentive for real estate taxes would apply only for construction of spec homes. It could also be possible to extend this incentive to multi-unit apartments until such time as they are 70% rented out, sold, or 24 months has passed, whichever comes first. If this amendment would be approved, the money (buy-out of interest or payment of real estate taxes) would not get recaptured to pay back to the electric fund.

Member Sturm made a motion to approve the proposed new housing construction loan incentive program. The said motion died for lack of a second.

The original incentive program stays as is.

Member Ley made a motion and Member Frevert seconded to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The following Resolution would approve the amended redevelopment plan for the Benscoter Addition Planned Unit Development Replat 1. This is to correct an error in the redevelopment plan prepared by Attorney Bacon.

Councilmember Ley introduced Resolution No. 2012-56 and moved for its passage and approval:

RESOLUTION NO. 2012-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING A REDEVELOPMENT PLAN AMENDMENT; AND RELATED MATTERS

Councilmember Sturm seconded the motion. On roll call vote, the following Councilmembers voted in favor of the motion: Frevert, Haase, Sturm, Ley, Berry and Brodersen. The following Councilmembers were absent or did not vote: Van Delden and Alexander.

The passage of Resolution No. 2012-56 having been agreed upon by a majority of the Council, the Mayor declared Resolution No. 2012-56 passed and, in the presence of the Council, signed and approved Resolution No. 2012-56. The Clerk attested to the passage of Resolution No. 2012-56 by signing the same and affixing the seal of the City to Resolution No. 2012-56.

Discussion took place regarding proposed new market rate apartment housing construction incentives on lots previously cleared through property maintenance code enforcement at city cost.

The intent of this incentive proposal would be to resolve the City's problem of not being able to offer TIF financing for new construction on lots that were cleared by the City during property maintenance code enforcement, and the City now owns them through filing liens for non-payment by the owner, and foreclosing on them. Since the City paid the cost of demolition and removal on those properties, the City is not eligible to recover those costs through TIF. The City can only recover the demolition and clearing costs through future property taxes from private new construction on those lots. In the past, the City has auctioned these types of lots for construction of single-family homes.

Administrator Johnson advised the Council that there is a contractor who is getting ready to make an offer on two City-owned lots. This is the fastest way for the City to recover the tax dollars back that were spent clearing these lots.

Council consensus was to move forward with the new market rate apartment housing construction incentive program.

Administrator Johnson stated in the list of our housing incentives, there is a current requirement for participation in the Energy Star Program. The Federal rebates and incentives for that program may not get renewed. He was suggesting Council amend the program so that this requirement is contingent on the continuation of the Federal Energy Star incentives.

Councilmember Brodersen made a motion, which was seconded by Councilmember Frevert, amending the current housing incentive program so that the requirement of participating in the Energy Star program is contingent upon their being federal funding for the same. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

An agreement has been received from Eisenbraun & Associates for design and construction services on the 10th Street, Main to Windom Reconstruction Project. Said agreement provides "Design Services" at a cost of \$17,160.00, and "Construction Engineering Services" at a cost \$82,800.00, totalling \$99,960.00. The Eisenbraun Agreement was amended to be a not to exceed proposal rather than lump sum fee.

Construction should begin next summer if the design is completed this fall.

Councilmember Ley introduced Resolution No. 2012-57 and moved for its approval.

Further discussion took place on the proposal and the thought that it was too high.

Councilmember Frevert seconded.

RESOLUTION NO. 2012-57

A RESOLUTION APPROVING AGREEMENT FOR SERVICES BETWEEN THE CITY OF WAYNE AND EISENBRAUN & ASSOCIATES FOR THE 10TH STREET, MAIN TO WINDOM STREET RECONSTRUCTION PROJECT, AND AUTHORIZING THE USE OF LOCAL FUNDS TO BE REIMBURSED BY FUTURE ALLOCATIONS OF STATE HIGHWAY STP REPLACEMENT FUNDS FOR SAID PROJECT.

Mayor Chamberlain stated the motion, and the result of roll call being all Nays, the Mayor declared the motion failed.

Councilmember Sturm made a motion, which was seconded by Councilmember Haase, directing staff to go back to Eisenbraun & Associates and negotiate a lesser fee.

Councilmember Sturm withdrew his motion, as did Councilmember Haase on the second.

Discussion took place in regard to what Council wanted to do with its Wayne Revolving Loan Funds. A decision needed to be made and sent to the Nebraska Department of Economic Development. The City can continue collecting the loans and send the money back to the State; reassign the loans to DED; or forgive the loans.

Mayor Chamberlain asked if the City could borrow money from reserves and start its own revolving loan fund. He suggested that the City could rewrite the loans that are already in place, collect the money plus interest, send DED back their funds, and we have our own revolving loan fund. Councilmember Sturm thought it was too complicated.

Kent Franzen stated he would be remiss if he didn't advise the Council to do everything they can to keep staff out from under the heavy boot of HUD.

Councilmember Sturm made a motion, which was seconded by Councilmember Ley, to return the Wayne Revolving Loan Fund cash balance to the Nebraska Department of Economic Development, and to continue collecting the outstanding loans and remit the funds to the Nebraska Department of Economic Development. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Haase made a motion, which was seconded by Councilmember Ley, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 8:12 p.m.

[Back to Top](#)

CLAIMS LISTING AUGUST 21, 2012

AMERICAN PUBLIC POWER	2ND HALF APPA DUES	982.50
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,777.71
APPEARA	LINEN AND MAT SERVICE	209.87
AXELS AND GEARS, INC	ELECTRIC PUMP	549.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	130.54
BROWN SUPPLY CO	REFLECTIVE HYDRANT POLE	6,119.41
CEDAR-KNOX PUBLIC POW DST	LOCATE PRIMARY FAULT	211.00
CITY EMPLOYEE	VISION REIMBURSEMENT	158.02
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUNDS	300.00
CITY OF WAYNE	CAT TRAP DEPOSIT REFUND	20.00
CITY OF WAYNE	FIREHALL DEPOSIT REFUND	150.00
CITY OF WAYNE	PAYROLL	63,359.55
CITY OF WAYNE	UTILITY REFUNDS	125.00
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	247.14
COVENTRY HEALTH	HEALTH INSURANCE	20,584.24
DISPLAY SALES COMPANY	BRACKET	385.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	211.81
CITY OF WAYNE	PAYROLL CHECK 10/5/11 REISSUE	95.69
FLOOR MAINTENANCE	TOILET PAPER/TISSUE/PLATES	390.48
GERHOLD CONCRETE CO INC.	CONCRETE	2,561.00
GOV'T FINANCE OFFICERS	MEMBERSHIP FEE	170.00
GROSSENBURG IMPLEMENT INC	CLIP/SPINDLES/BLADE/TRIMMER REPAIR	504.67
H.K. SCHOLZ COMPANY	COOLING TOWER	47,552.25
HARDING & SHULTZ P.C.	ATTORNEY FEES	9,283.73
HAWKINS, INC	POOL CHEMICALS	330.96
HD SUPPLY WATERWORKS, LTD	WATER METERS	5,770.46
CITY EMPLOYEE	CLOTHING/HEALTH REIMBURSEMENT	112.58
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	5,306.49
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER	926.61
IRS	FEDERAL WITHHOLDING	20,044.59
JASON CAROLLO	MOW WEEDS	25.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT 4/13/12 REISSUE	57.69
KRIZ-DAVIS COMPANY	SOCKETS	391.92
LANGEMEIER, WAYNE	MOWING	50.00
LUXA CONSTRUCTION	WESTERN RIDGE PHASE II PAVING	135,531.44
N.E. NEB ECONOMIC DEV DIS	CIVIL DEFENSE SIRENS GRANT	930.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	432.58
NE DEPT OF ECONOMIC DEVEL	RELINQUISHED REVOLVING LOAN FUNDS	345,587.13
NE DEPT OF REVENUE	STATE WITHHOLDING	3,120.20
NE SAFETY COUNCIL	MEMBERSHIP DUES	295.00
NEBR PUBLIC POWER DIST	ELECTRICITY	394,215.35
OLSSON ASSOCIATES	BENSCOTER ADDITION	6,254.33

PITNEY BOWES INC	POSTAGE METER/FOLDER LEASE	648.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	471.90
PUSH-PEDAL-PULL	CAC FITNESS REPAIRS	54.00
REHAB SYSTEMS	MANHOLE REHABILITATION	19,965.00
ROGER & JANIS MYERS	ENERGY INCENTIVE	500.00
RONALD WRIEDT	TOWER REVIEW FEE 10/12/11 REISSUE	50.00
SHERWIN WILLIAMS-NORFOLK	PAINT SPRAYER	244.95
SIOUX CITY JOURNAL	SUBSCRIPTION RENEWAL	203.84
SPARKLING KLEAN	JANITORIAL SERVICES/SUPPLIES	2,208.15
STAND FOR THE SILENT	BULLYING MOVIE DONATION	600.00
VAN DIEST SUPPLY	HERBICIDE	100.59
WAYNE AREA ECONOMIC DEVEL	VENDOR GOLF	460.00
WAYNE COUNTY CLERK	FILING FEES	79.00
WESCO DISTRIBUTION INC	PEDESTAL	528.24
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	87.25
GRAND TOTAL		1,038,775.31

DELETE FROM CLAIMS LISTING AUGUST 7, 2012

CITY OF WAYNE – AUDITORIUM DEPOSIT REFUNDS \$475.00
INTERSTATE BATTERY- BATTERY \$11.00
NORFOLK SPORTING GOODS- PLAQUES \$38.50
RUDOLPH'S SHOES- SAFETY SHOES \$144.49

**CITY OF WAYNE
OFFICE OF THE MAYOR**

Proclamation

WHEREAS, youth from across Nebraska are standing up against bullying thru Stand for the Silent; and

WHEREAS, ServeNebraska – the Nebraska Volunteer Service Commission, Oriental Trading Company, and the University of Nebraska Lincoln athletics, are lead supporters of Stand for the Silent to inspire and aid all Nebraska citizens to take a stand against bullying; and

WHEREAS, Oriental Trading Company, Regal Print, Xpedex has provided corporate in-kind contributions and has committed to local communities across Nebraska to engage all in anti-bullying practices; and

WHEREAS, ServeNebraska has provided statewide leadership, resources and a commitment to engaging tomorrow's leaders; and

WHEREAS, this year, through the efforts of Stand for the Silent and ServeNebraska, more than 360,000 youth and community members will have the opportunity to stand in silence for 7 seconds, as a reflection to the statistic that every 7 seconds someone is bullied, the participants will release the balloon the 7th second and recite the pledge that speaks of love, hope, and respect; and

WHEREAS, schools and non-profit youth organizations in all areas of Nebraska will be impacted by Stand for the Silent in their local communities through their efforts in combating bullying; and

WHEREAS, the month of October is an opportune time for citizens to reflect with their community young and old alike, to introduce, promote and reinforce anti-bullying practices in Nebraska, showing that their lives matter and that they can make a difference for generations to come; and

NOW, THEREFORE, I, Ken Chamberlain, Mayor of the City of Wayne, Nebraska, do hereby proclaim

the month of October as Stand for the Silent Month

in the City of Wayne, and I urge all citizens of all ages to be a part of this important event and aid to the end of bullying.

In WITNESS THEREOF, I have hereby unto set by hand this 21st day of August, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

City Clerk

6-Month Report to the Wayne City Council
 LB 840 Funds Committed (as of 7/31/12)

<u>Applicant</u>	<u>Amount</u>	<u>Type of funding</u>	<u>Purpose</u>	<u>Committee review</u>
Digital Blue	\$ 30,600.00	performance based loan	relocation/expansion	5/27/2009
Louis and Jevonah Benscoter	\$ 36,000.00	performance based loan	land development	8/13/2009
Interactive Impact	\$ 30,000.00	performance based loan	intellectual property development	8/13/2009
Jim Milliken (Godfathers)	a \$ 2,500.00	grant	parking lot (rain garden)	10/8/2009
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	11/12/2009
Wayne Area Economic Development (Project Majestic)	\$ 200,000.00	grant	theater renovation/remodel	11/12/2009
Wayne Veterans Memorial Project	b \$ 72,686.00	grant	memorial completion	2/11/2010
Farmers Market and Community Garden	c \$ 2,750.00	grant	marketing	4/15/2010
Wayne Hospitality Group LLC	d \$ 250,000.00	grant	hotel project	10/19/2010
Wayne Area Economic Development	e \$ 10,000.00	grant	marketing (general)	12/21/2010
Inet Library	\$ 43,019.00	performance based loan	expansion/start up expenses	2/10/2011
City of Wayne	\$ 26,000.00	grant	water/sewer for Western Ridge III	8/1/2011
Windom Ridge	\$ 5,000.00	grant	housing study targeting 55+	8/1/2011
Miss Mollys Coffee Company	\$ 30,000.00	performance based loan	purchase building/new coffee shop	10/13/2011
Wayne Area Economic Development on behalf of WCNCGC	i \$ 250,000.00	loan guarantee	compressed natural gas car	10/13/2011; 07/12/12
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/7/2011
Wayne Community Theater	g \$ 5,000.00	grant	overhead doors replaced	12/8/2011
Wayne Area Economic Development (Chicken Show)	\$ 12,050.00	grant	marketing for Wayne Chicken Show	3/8/2012
<i>Subtotal of "grant"</i>	\$ 1,020,605.00			31.89%
City of Wayne	f \$ 7,132.00	zero percent loan	housing downpayment match	10/8/2009
Jim Milliken (Godfathers)	a \$ 35,500.00	zero percent loan	parking lot	10/8/2009
Inet Library	e \$ 43,019.00	3 percent interest loan	expansion/start up expenses	2/10/2011
RBDK LLC	\$ 70,000.00	3 percent interest loan	new dental clinic at 7th & Pearl	8/11/2011
City of Wayne [info only - not included in the subtotal]	h \$ 160,000.00	zero percent loan	housing incentives (0% loans)	4/12/2012
<i>Subtotal of revolving</i>	\$ 155,651.00			4.86%
TOTAL FUNDS COMMITTED (as of June 30, 2012)	\$ 1,176,256.00			36.76%
TOTAL AVAILABLE FOR 15 YEARS (to collect)	\$ 3,200,000.00			

- a Committee recommended \$38,000 zero percent interest loan; Council granted \$2500 of this after the City requested a rain garden in the parking lot.
- b Committee recommended \$75,000; only \$72,686 was spent.
- c Committee recommended \$1,250; Council approved \$2,750.
- d Legally, this is a grant (not required to be paid back); however, the Wayne Hospitality Group LLC plans to honor their previous request's terms of 15 years at 0% interest.
- e Committee recommended only an interest bearing loan for \$43,019; Council approved \$43,019 for an interest bearing loan and \$43,019 for a performance based loan.
- f Committee recommended and Council approved \$64,200; only \$7,132 was used after the program closed.
- g Committee recommended a 5 yr loan; Council approved the grant request.
- h Initial housing request from the City was approved; further action by Council allocated housing funds from a different fund
- i Revision of previous approval (10/2011) - increased loan guarantee from \$150,000 to \$250,000 (07/2012)

PEAK LOAD HISTORY - CITY OF WAYNE

<u>YEAR</u>	<u>DATE / TIME</u>	<u>PEAK KW</u>
2002	07/08/02 - 1700	12,880
2003	08/25/03 - 1600	14,503
2004	07/20/04 - 1800	13,847
2005	08/08/05 - 1700	13,999
2006	08/24/06 - 1700	14,211
2007	08/27/07 - 1700	13,968
2008	07/30/08 - 1400	13,109
2009	06/25/09 - 1500	12,637
2010	08/30/10 - 1700	13,651
2011	08/01/11 - 1700	14,408
2012 YTD	07/23/12 - 1700	14,676

Wayne State College

1111 Main Street • Wayne, Nebraska 68787 • www.wsc.edu • Member of the Nebraska State College System

August 1, 2012

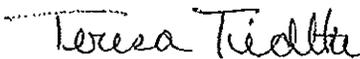
City Police Department
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

To Whom It May Concern,

As Wayne State College's Student Activities Coordinator, I am requesting a parade permit for the Student Activities Board's Annual Wildcat Days (Homecoming) Parade on Saturday, September 29, 2012. We are requesting that Main Street from 1st Street to 12th Street, Wayne State College campus, be closed. Line-up preparation on 1st Street begins at 7:00am, with the parade beginning promptly at 9:30am to 11:00am or until immediately after the parade. Band Day will also be included in this year's parade events.

Wayne State Campus Security will assist the City Police Department in securing the parade route and intersections the parade will be crossing. Please contact me in the Office of Student Activities at 402-375-7322 if you have any questions or concerns regarding these requests.

Sincerely,



Teresa Tiedtke
Student Activities Coordinator
Wayne State College
1111 Main Street
Wayne, NE 68787
402-375-7013

RESOLUTION NO. 2012-58

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

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1st Street to 12th Street on Saturday, September 29, 2012, from 7:00 a.m. to approximately 11:00 a.m. or until immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, Wayne State College and the Wayne Area Chamber of Commerce, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will not be used as traffic control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 21st day of August, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2012-59

A RESOLUTION APPROVING CONTRACT AMENDMENT #1 TO THE LETTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES FOR THE RICE NESHAP COMPLIANCE PROJECT.

WHEREAS, the Wayne City Council approved a Letter Agreement with Olsson Associates on August 2, 2011, for professional services regarding the "RICE NESHAP Compliance Project"; and

WHEREAS, the work effort to procure the RICE NESHAP compliance equipment is now complete and the installation and certification testing phase of that equipment has now begun, and therefore, the original contract needs to be amended to provide necessary engineering services through the completion of the project; and

WHEREAS, Olsson Associates is requesting that the scope of services be amended so that Olsson will:

- Oversee the installation of all RICE NESHAP compliance equipment procured as a part of the first phase of the project;
- Coordinate certification testing of the catalytic equipment with the NEDQ and perform the testing necessary to certify the equipment for compliance with the requirements of RICE NESHAP 4Z; and
- Close out the project by supplying all certification test results and related paperwork to the NEDQ on behalf of the City of Wayne and provide copies of all submittals to the City; and

WHEREAS, Olsson Associates' fee shall be on a time and material basis not to exceed \$45,000.00.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment #1 to the Letter Agreement between the City of Wayne and Olsson Associates for the "RICE NESHAP Compliance Project" be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 21st day of August, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



July 30, 2012

Mr. Gene Hansen, Superintendent Electric Production
306 Pearl Street
Wayne, Nebraska 68787

Re: Wayne RICE Compliance – Amendment #1
Olsson Project No. 011-1724

Gene:

The original contract for this project included a Scope of Services and not to exceed fee sufficient to complete the planning and compliance equipment procurement process. The original Scope of Services intentionally omitted equipment installation oversight and RICE NESHAP certification testing for the engines until the planning and equipment procurement were complete.

The attached Amendment #1 provides a Scope of Services and not to exceed professional fees for the completion of this project. The aggregate total of the original fee and the amendment fee does not exceed the proposed fee – from the July 7, 2011 RICE NESHAP Data Gathering report.

If you are in agreement with Amendment #1, please sign and date both copies. Retain a copy for your files and return an executed original to Olsson.

Sincerely,

A handwritten signature in blue ink that reads 'Ken'.

Ken Fairchild

Enclosures

F:\Projects\011-1724\Communications\Corsp\LLHansen_712.docx



**CONTRACT AMENDMENT #1
to the Letter Agreement for
Professional Services for**

**RICE NESHAP Compliance "Project"
Wayne, Nebraska**

Olsson Project No. 011-1724

THIS CONTRACT AMENDMENT, executed between the City of Wayne, Nebraska, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated July 28, 2011.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

SECTION 1 - SCOPE OF SERVICES

Whereas the work effort to procure the RICE NESHAP compliance equipment is now complete and the installation and certification testing phase of that equipment has now begun, the original contract needs to be amended to provide necessary engineering services through the completion of this project.

Olsson's scope of services shall be amended as follows:

- 1.1 Olsson shall oversee the installation of all RICE NESHAP compliance equipment procured as a part of the first phase of the project. Oversight shall include periodic site visits to observe the installation practices and techniques of the contractor for insuring work is up to the standards of the industry.
- 1.2 At the appropriate time, Olsson will coordinate certification testing of the catalytic equipment with the NDEQ and perform the testing necessary to certify the equipment for compliance with the requirements of RICE NESHAP 4Z.
- 1.3 Olsson will close out the project by supplying all certification test results and related paperwork to the NDEQ on behalf of the City of Wayne and providing copies of all submittals to the City.

SECTION 2 - COMPENSATION

For the professional services covered by this Contract Amendment No. 1, Client agrees to pay Olsson as follows:

- 2.1 For the Scope of Services described above, Olsson's fee shall be on a time and material basis not to exceed \$45,000.00.
- 2.2 Time shall be the actual time of the personnel performing the service on the basis of Salary Costs times a factor of 2.5 plus reimbursable expenses, unless otherwise agreed to by both parties. Reimbursable expenses shall be invoiced in accordance with the General Provisions attached to the original, executed letter agreement dated July 28, 2011.
- 2.3. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the date on the invoice.

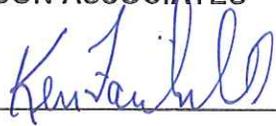
SECTION 3 - OTHER MATTERS

It is mutually understood and agreed:

3.1. That all provisions of the original agreement not amended herein shall remain unchanged.

Executed this _____ day of _____ 2012.

OLSSON ASSOCIATES

By 

By 

CITY OF WAYNE, NEBRASKA "Client"

By _____

Title _____

ATTEST:

By _____

Title _____

RESOLUTION NO. 2012-60

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND WAYNE STATE COLLEGE.

WHEREAS, the City of Wayne is desirous to enter into an Interlocal Agreement with Wayne State College to share law enforcement resources; and

WHEREAS, a copy of the proposed Interlocal Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and Wayne State College is hereby approved and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 21st day of August, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**AN INTERLOCAL AGREEMENT
TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN
THE CITY OF WAYNE AND THE NEBRASKA STATE COLLEGES
dba WAYNE STATE COLLEGE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the "City" and the Nebraska State Colleges dba Wayne State College, hereinafter called the "College" which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the College to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety, and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers, and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the City's law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the College do hereby agree to the following:

1. Authority and Purpose

a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 et *et seq.*, (the "Act"), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. College and the City are public agencies within the meaning of the Act.

b. The City has the authority to provide law enforcement services and the College has the authority to ensure safety services on the Wayne State College campus (the "Campus"), and to enter into any contracts to effectuate this authority and responsibility.

c. It is the purpose of this Agreement for the College and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

2. Administration of Agreement

a. The City will administer and monitor all aspects, terms and conditions of this Agreement. The Dean of Students of the College, or his identified designee, will be the College's contact person for the purpose of this Agreement.

b. Any real and personal property shall be acquired, held and disposed as set forth in this Agreement; or any amendment hereto.

c. No separate legal or administrative entity is created under this Agreement.

3. Law Enforcement Services To Be Provided By The City

The City will provide on the Campus the following law enforcement services:

a. City will assign a certified police officer, hereafter called the "Campus Police Officer", to the Campus for twenty-two (22) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the Campus Police Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

b. The City will be allowed to provide the Campus Police Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

c. The Campus Police Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence

on Campus. The Campus Police Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City's ability to respond to police calls off-campus, as needed, will maximize the Police Department's ability to respond to citizen calls for service received while maintaining the spirit of this inter-local agreement. When the Campus Police Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;

d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer's involvement on campus.

4. Criminal Investigation

a. The City will investigate all property crimes reported on the Campus where the loss value is \$100 or greater or involves the theft of any identification or financial transaction device. If the loss value of any reported property crime is less than \$100 the Campus Police Officer may refer the case to Campus Security for follow up.

b. The City will investigate all crimes against persons reported on the Campus.

c. Any property crimes with a loss greater than \$100 and all crimes against persons reported to Campus Security will be immediately referred to the Campus Police Officer when on duty, or the Police Department when the Campus Police Officer is not on duty, for investigation. These investigations will be made independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to report to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses names, date, time, and location of offense, for the Campus Police Officer. For the purpose of this agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.

d. The Police Department will provide Campus Security with reports of all crimes investigated on Campus containing sufficient information for the completion of legally mandated reporting requirements. To prevent duplication of work the Campus Police Officer will complete only the Police Department's investigative report. A copy of these investigative reports will be provided to Campus Security for data entry purposes.

e. When any criminal investigation conducted by the Police Department involves a College residence hall or includes an apparent conflict between students, the Director of Residence Life and/or the Dean of Students, will also be provided complete investigatory reports.

f. The Police Department will refer all property crimes reported on the Campus, and which they investigate, to the College judicial process, however;

- (1) Any crime victim, including the College, may request criminal charges;
- (2) Suspects involved in second and subsequent offenses may be referred to the Wayne County Attorney for prosecution;
- (3) Crimes may be referred for prosecution upon the written request of the College for prosecution before the College judicial process begins;
- (4) Both the College disciplinary process and criminal prosecution may happen concurrently;
- (5) Police Officers will appear for College disciplinary hearings as needed.

g. The Police Department will refer all solved crimes against persons to the Wayne County Attorney's Office for prosecution unless the crime victim requests exclusive involvement of the College disciplinary process.

h. To facilitate investigative follow up the Campus Police Officer will be provided access to any Campus surveillance camera recordings and/or allowable student information currently maintained in hard copy or electronically in the Campus Security Office.

5 Community Policing & Crime Prevention

a. The College and the City recognize that positive interaction between the Campus Police Officer, students, faculty and staff is beneficial to both parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.

b. The Campus Police Officer will be given an opportunity to co-present at crime prevention and/or education programs given by Campus Security, or upon the request of other Campus entities. To ensure adequate planning for any presentation, the Campus Police Officer will be provided a minimum of five (5) days written notice. Said notice shall include the topic, date, time and location of the presentation. The decision to participate in any on-campus crime prevention and/or education presentation will be left to the discretion of the Campus Police Officer and/or the Dean of Students. If an officer participates he or she will be given a minimum of 15 minutes participation per hour of scheduled presentation.

- c. To provide a community policing presence the Campus Police Officer will regularly attend Wildcat Wheels, Trust Coalition, Clery/Behavioral Intervention Team meetings and other Campus activities as part of her/his assigned duties.
- d. The City will not provide overtime pay for the Campus Police Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- e. The Campus Police Officer will meet regularly with the Residence Life Staff in each housing unit
- f. The Campus Police Officer will respond to fire alarms on Campus and, in the absence of Campus Security personnel, will re-set the fire alarm panels.
- g. The Campus Security Director will provide training specific to the fire alarm systems to the Campus Police Officer before the start of the school year. A laminated flip chart of alarm procedures for each building will be placed in each alarm box as a ready reference.

6. Security Responsibilities

- a. The following duties will be performed by College Campus Security personnel and not by the City:
 - (1) Locking Campus facilities
 - (2) Fueling vehicles for the College motor pool
- b. If no Campus Security staff is on duty and the following requests for service are made, Security Staff will be called in unless the situation requires an emergency response.
 - (1) Unlock vehicles on-campus (no fee charged);
 - (2) Provide student transportation from parking lots;
 - (3) Respond to calls for service & complete College incident reports;
 - (4) Jump start student vehicles on-campus with the College battery pack;
 - (5) Provide non-emergency medical transports to and from campus and the Providence Medical Center.

7 Use of Equipment:

- a. The Police Department will provide the Campus Police Officer with all uniforms, equipment, leather, firearms and continuing education at all times relevant to this agreement.
- b. The Police Department will provide a multi-channel portable radio programmed with the Campus Security frequency. The priority frequency will be that of the Wayne Police Department but the Campus Security frequency will be

monitored.

c. The City will provide a vehicle for the Campus Police Officer to use.

8. Training Provided by College:

a. Fire Alarm Panels-Campus Police Officers will receive training specific to the fire alarm panels of each College building. Quick reference laminated charts will be provided to the Campus Police Officer and/or Police Department and placed at each alarm panel.

b. Campus Police Officers will attend residence life staff training.

c. Written training defining the College student disciplinary procedures.

d. Training on procedures for notification of campus staff for after hours assistance, including when, who, and how to request assistance.

e. When possible all training will be done beginning two (2) weeks prior to the start of each fall semester.

f. It is recognized that the Campus Police Officer's schedule will be modified during the training period to facilitate attendance at some orientations.

g. A current roster of Residence Life staff and contact information will be provided to the Campus Police Officer each semester.

h. Monthly Campus Security work schedules, and updates, will be provided to the Campus Police Officer and Wayne Police dispatch, including a contact person(s) in the event no one answers the Campus Security number.

9. Direct Oversight of the Agreement to Provide Police Coverage on Campus:

Certified police officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his designate. Campus Security employees shall remain under the direct supervision of the College.

The City of Wayne Police Department shall control the manner in which law enforcement services are performed; however, the Agreement shall specify the nature of the services to be performed. The Campus Police Officer is not to be deemed an employee of the College and has no authority to make any binding commitments or obligations on behalf of the College except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the Campus Police Officer is the responsibility of the City of Wayne.

The Chief of Police will meet monthly with the Dean of Students and the Campus Security Director to review and evaluate the provisions of this Agreement.

Three (3) Wayne State College student representatives selected by Student Services will meet jointly with the Police Chief, the Campus Police Officer and any Campus Security official two (2) times per year to review the student perspective of this Agreement. These meetings may be scheduled by either party with not less than thirty (30) days notice.

10. Dispatch Services:

The City agrees to provide the following dispatch services to the Campus:

- a. Answer Campus Security telephone after hours and refer calls to Campus Security Staff and assign police officers to crimes reported;
- b. Monitor Campus fire alarm system and dispatch fire trucks as needed. Police Dispatch staff will also coordinate with the Director of Facility Services and his staff to prevent unwarranted fire alarm responses;

11. Fees for Service:

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$30,000.00 per year to be paid in 12 monthly installments.

- 12. Agreement Duration:** The term of this agreement will be effective beginning July 1, 2012 and shall be in effect until June 30, 2013 except that either the City or the College may execute a written sixty (60) day notice to quit or withdraw from the Agreement.

- 13. Agreement Amendments:** This Agreement may be amended at any time by the written agreement of both parties.

- 14. Indemnification.** To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits or liability resulting from the negligence or willful misconduct of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the negligence of the party entitled to indemnification hereunder. In no event shall either party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred or alleged to have been incurred.

This Agreement is hereby executed by the City of Wayne and the Nebraska State Colleges dba Wayne State College upon the respective dates set forth following the executory signature attached to this agreement.

AND BE IT FURTHER RESOLVED that the Nebraska State Colleges dba Wayne State College and the City of Wayne each declares itself to be a participant in the joint efforts to provide law enforcement services on the Wayne State College Campus.

Passed and approved this _____ day of _____, 2012.

CITY OF WAYNE

By: _____

Name: Ken Chamberlin

Title: Mayor

Attested
by: _____
City Clerk

Date: _____

NEBRASKA STATE COLLEGES

By: _____

Name: Carter "Cap" Peterson

Title: Chair, Board of Trustees

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Providence Medical Center,
Wayne, NE**

AND

The City of Wayne, NE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this _____ day of _____, 2012_, by and between City of Wayne, NE and Providence Medical Center, Wayne, NE.

RECITALS:

WHEREAS, Providence Medical Center is a nonprofit corporation that provides health care services to the indigent and supports many programs that benefit the indigent, uninsured or underinsured population in State of Nebraska;

WHEREAS, Providence Medical Center desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Providence Medical Center must enter into an agreement with a unit of state or local government pursuant to which Providence Medical Center commits to provide health care services to low income individuals who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, Providence Medical Center desires to make such a formal commitment to the City of Wayne; and

WHEREAS, the City of Wayne agrees to accept such commitments on behalf of the citizens of State of Nebraska.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. **Commitment of Providence Medical Center to Provide Indigent Care.** During the term of this MOU, Providence Medical Center agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of State of Nebraska. In 2011, this commitment totaled approximately \$650,000 in lost charges. Pursuant to this commitment it is the intention of Providence Medical Center that indigent care provided during the term of this MOU will range generally between \$500,000 and \$ 900,000. In any event, Providence Medical Center will assure that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. **Acceptance and Acknowledgements of the City of Wayne.**

(a) the City of Wayne accepts the commitment of Providence Medical Center set forth above;

(b) the City of Wayne hereby acknowledges that the health care services provided by Providence Medical Center hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and

(c) the City of Wayne acknowledges that Providence Medical Center is providing these services at no reimbursement or considerably less than full reimbursement from the patients.

3. **Representations of Providence Medical Center.** Providence Medical Center represents that as of the date hereof:

(a) Providence Medical Center constitutes a corporation qualified to do business and validly existing in good standing under the laws of the State of Nebraska with the corporate power and authority to enter into and perform its obligations under this MOU; and

(b) Providence Medical Center is a tax-exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Nebraska.

4. **Access to Books and Records.** Until the expiration of four years after the furnishing of the services provided under this Agreement, each party shall make available to the Secretary, United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract shall contain a clause placing the same obligations on subcontractor as this clause places on that party. NDHHS shall immediately notify Providence Medical Center of its receipt of any such request for this Agreement and any other books, documents and records and shall provide Providence Medical Center with copies of any such materials. In the event this Agreement is not subject to the provision of 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. 420.300 et seq. or relevant regulations, this paragraph shall be null and void.

5. **Effect of Government Regulation.** Providence Medical Center shall have the right to propose an amendment to this Agreement, without liability, to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which: (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a party to be in violation of the law; (iii) jeopardizes the tax-exempt status of Providence Medical Center, or any affiliate of Providence Medical Center; (iv) jeopardizes the tax-exempt status of any bonds issued for the benefit of Providence Medical Center, or any affiliate of Providence Medical Center; or (v) jeopardizes the good standing status of licensure,

accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of Providence Medical Center, or any affiliate of Providence Medical Center. If Providence Medical Center deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to the City of Wayne, Providence Medical Center may choose to immediately terminate this Agreement without cause.

6. **Term and Termination.** The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

7. **Independent Contractor Relationship.** None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein.

8. **Notice.** All notices and other communications required or permitted to be given shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) deposited in the United States mail, postage prepaid, return receipt requested and addressed as set forth below or at such other address such party shall have specified by notice given in accordance with the provisions of this Section:

If to Providence Medical Center to:

Chief Financial Officer
Providence Medical Center
1200 Providence Rd
Wayne, NE 68787

With a copy by regular United States mail, postage prepaid, to:

General Counsel
Providence Medical Center
1200 Providence Rd
Wayne, NE 68787

If to the City of Wayne, to:

With a copy by regular United States mail, postage prepaid, to:

9. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of State of Nebraska (excepting any conflict of laws provisions which would serve to defeat application of substantive law).

10. **Amendment.** This Agreement may not be amended except upon written agreement signed by both parties.

11. **Severability.** In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the State Legislature, or by any regulation duly promulgated by officers of the United States or the State of Nebraska citing in accordance with law, or

is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12. **Headings.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire written agreement of the parties with respect to the subject matter of this Agreement and supersedes any prior written agreements of the parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, Providence Medical Center and the City of Wayne have executed this Agreement as of the day and year first written above by their duly authorized representatives.

Providence Medical Center, CEO

By: Name: _____

Title: _____

City Administrator, City of Wayne

By: Name: _____

Title: _____

RESOLUTION NO. 2012-62

A RESOLUTION APPROVING AGREEMENT FOR SERVICES BETWEEN THE CITY OF WAYNE AND EISENBRAUN & ASSOCIATES FOR THE 10TH STREET, MAIN TO WINDOM STREET RECONSTRUCTION PROJECT, AND AUTHORIZING THE USE OF LOCAL FUNDS TO BE REIMBURSED BY FUTURE ALLOCATIONS OF STATE HIGHWAY STP REPLACEMENT FUNDS FOR SAID PROJECT.

WHEREAS, the Wayne City Council is desirous of entering into an Agreement with Eisenbraun & Associates for professional engineering services regarding the “10th Street, Main to Windom Street Reconstruction Project”; and

WHEREAS, a proposal has been requested and received from Eisenbraun & Associates; and

WHEREAS, staff recommendation is to accept said proposal of Eisenbraun & Associates for the project at a cost of not to exceed \$17,160 for design engineering services and at a cost of not to exceed \$53,780 for staking and construction engineering services; and

WHEREAS, staff recommendation is to relinquish Federal STP funding and use local funds to be reimbursed by future allocations of State Highway STP Replacement Funds for said project, so that the same can be completed in 2013.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and Eisenbraun & Associates for the “10th Street, Main to Windom Street Reconstruction Project” be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 21st day of August, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

August 10, 2012

Eisenbraun & Associates
Professional Engineers & Surveyors
Innovative Solutions Long Term Value

Joel Hansen
City of Wayne
306 Pearl Street
Wayne, NE 68787

RE: Design Engineering Services
10th Street, Main to Windom Reconstruction Project
E/A Project No. P07183.D02

Dear Mr. Hansen:

Thank you for your recent request for professional engineering services for the 10th Street, Main to Windom Reconstruction Project. The Basic Scope of Services offered to you for the design engineering services is based on the conversations we have had with you and Gary Poutre concerning the project.

We have structured this agreement to clearly define our proposed services. Eisenbraun and Associates (E/A) proposes to provide the following services to the City of Wayne (OWNER):

SCOPE OF SERVICES

The engineering services that are needed to provide the final set of construction plans, specifications, contract documents and ROW documents for the 10th Street, Main to Windom Reconstruction Project in Wayne, Nebraska are listed below.

Design Engineering Services

- E/A will provide drawings for two permanent easements. The OWNER will write up the permanent and temporary easements and work with the property owners to obtain the easements. The OWNER will also verify and update ownership information for the easements and property parcels. E/A will provide dimensions where necessary to the OWNER for how far the construction work will extend into the properties.
- Attend one public meeting with the OWNER to go over the plans with the property owners and the interested public. E/A will provide plan sheets for the public to view at the meeting.
- Survey the intersection of 10th Street and Windom Street where Wayne State College reconstructed a portion of the intersection. Also survey the location of the new gas main along the south side of 10th Street and the asphalt milling removal areas. Adjust the plans and redesign the street construction as necessary to accommodate or adjust these items.
- Design the concrete pad for the garbage dumpster at Wayne State College. The OWNER will provide the layout and dimensions for the pad.
- Design an ADA accessible ramp from the sidewalk into the former hair salon building.

- Design the replacement for the retaining wall on the south side of 10th Street just east of Main Street. The OWNER will contact the property owner and determine what the property owner's needs and requirements are for replacing or eliminating the wall.
- Redesign the concrete path to the college dormitory to protect the existing trees as much as feasible. A 2:1 grade can be used if necessary to minimize damage to the tree roots. It is understood that some roots will be damaged and removed during the construction project.
- Adjust quantities and notes for the asphalt material that has been milled off of the street, dumpster pad addition, Windom Street adjustments, handicapped ramp, retaining wall and other items as necessary.
- The project design will be set up with the understanding that the entire street can be closed to traffic for the entire duration of the project.
- Prepare the specification book that will contain the bid documents, contract documents, general conditions and specifications for the project.
- Prepare a stormwater pollution prevention plan and fill out a stormwater discharge permit application for the project.
- Submit completed design plans and specifications to DHHS and DEQ for review of the water and sewer main replacements.
- Submit the required application for a permit from the DOR to reconstruct the fillets and pavement for 10th Street at the Main Street (Highway 15) intersection.
- Complete the final set of design drawings and specifications for a bid letting that will be conducted by the OWNER.

Project Letting

- Prepare the advertisement for bidding the project and contact qualified contractors to make them aware of the project.
- Assist the OWNER in obtaining bids for construction including answering all technical questions from prospective bidders and preparing bid addenda as required.
- Conduct a single bid letting for the project at City Hall, analyze the bids and make an award recommendation to the OWNER.

PROFESSIONAL FEE AND TIME FRAME

E/A's services will be provided on an hourly rate not to exceed fee basis as follows:

Design Engineering Services	\$17,160
-----------------------------	----------

The estimated manhours, position rates and direct costs are shown in Attachment 1 to this agreement.

The fees include all labor, materials, travel and other reimbursable expenses incurred in the completion of the work. However, our fee does not include, and the Owner shall be responsible for all Federal, State and local permits, fees, and assessments, sales taxes, or use taxes applicable to the project. If additional services are requested, those services will be defined in a separate scope of services and will be negotiated separately. We will bill you monthly based on the hours, rates and direct costs expended during the previous month. Payments shall be due within 30 days of invoice, after which time a 1-½ % per month finance charge shall be applied to the outstanding balance.

We propose to schedule our work upon authorization to perform the work. If there are protracted delays for reasons beyond our control or there are modifications to the Scope of Services, we would expect to negotiate an equitable adjustment of our compensation and/or time frame. We expect to schedule our services promptly after receipt of your acceptance of this proposal. It is our understanding that it is the City's desire to open bids for the project on a schedule that allows the project to be begin construction on May 15, 2013 and be completed by August 15, 2013.

Services will be rendered in the customary manner which, together with a general understanding applicable to our relationship with you, are set forth in the General Provisions which are attached hereto and made a part of this agreement. The obligations of both parties are set forth in the General Provisions.

This proposal, along with the General Provisions, represents your and our understanding with respect to this project. If this letter satisfactorily sets forth your understanding of our proposal, we would appreciate you signing both of the enclosed original documents in the space provided below and returning one original to us. This letter will then become our agreement. This proposal will be open for acceptance until September 15, 2012, unless changed by us in writing.

If you have any questions, please contact me as soon as possible. We look forward to working with you on this project.

Sincerely,
EISENBRAUN AND ASSOCIATES, INC.



Keith DeJong, PE
Project Manager

APPROVED:



Daniel D. Eisenbraun, PE & LS
President

ACCEPTED this ____ day of _____, 2012.

City of Wayne, NE

By: _____

Title: _____

Attachment 1
10th Street, Main to Windom Reconstruction Project
Design Fee Breakdown

Task	Hours	Personnel	Rate	Cost
Field Survey at Windom and 10th St. and for Utility Changes	7.5	Tech II	\$ 58.00	\$ 435.00
	8.0	Tech IV	\$ 78.00	\$ 624.00
Task Total				\$ 1,059.00
Survey Drafting	20.0	CAD Mgr.	\$ 107.00	\$ 2,140.00
Task Total				\$ 2,140.00
Easement Drafting	16.0	CAD Mgr.	\$ 107.00	\$ 1,712.00
Task Total				\$ 1,712.00
Dumpster Pad Design and Drafting	2.0	CAD Mgr.	\$ 107.00	\$ 214.00
	0.5	Proj. Eng.	\$ 130.00	\$ 65.00
Task Total				\$ 279.00
Design ADA Ramp	6.0	CAD Mgr.	\$ 107.00	\$ 642.00
	1.5	Proj. Eng.	\$ 130.00	\$ 195.00
Task Total				\$ 837.00
Design Dormitory Driveway	4.0	CAD Mgr.	\$ 107.00	\$ 428.00
	1.0	Proj. Eng.	\$ 130.00	\$ 130.00
Task Total				\$ 558.00
Design Retaining Wall	6.0	CAD Mgr.	\$ 107.00	\$ 642.00
	2.0	Proj. Eng.	\$ 130.00	\$ 260.00
Task Total				\$ 902.00
Plan Notes, Drawing Updates, Specifications and Contract Docs.	22.0	CAD Mgr.	\$ 107.00	\$ 2,354.00
	18.0	Proj. Eng.	\$ 130.00	\$ 2,340.00
Task Total				\$ 4,694.00
Permit Apps. and Agency Reviews	6.0	Proj. Eng.	\$ 130.00	\$ 780.00
Task Total				\$ 780.00
Public Meeting	6.0	Proj. Eng.	\$ 130.00	\$ 780.00
Task Total				\$ 780.00
Bid Questions and Bid Opening	4.0	Cler	\$ 40.00	\$ 160.00
	12.5	Proj. Eng.	\$ 130.00	\$ 1,625.00
Task Total				\$ 1,785.00
Task Totals				\$ 15,526.00
Direct Costs				
Travel				\$ 314.00
Copies				\$ 1,160.00
Survey Equipment				\$ 160.00
Direct Cost Total				\$ 1,634.00
Total of Tasks and Direct Costs				\$ 17,160.00

August 10, 2012

Eisenbraun & Associates
Professional Engineers & Surveyors
Innovative Solutions Long Term Value

Joel Hansen
City of Wayne
306 Pearl Street
Wayne, NE 68787

RE: Staking and Construction Administration Engineering Services
10th Street, Main to Windom Reconstruction Project
E/A Project No. P07183.D02

Dear Mr. Hansen:

Thank you for your recent request for professional engineering services for the 10th Street, Main to Windom Reconstruction Project. The Basic Scope of Services offered to you for the construction engineering services is based on the conversations we have had with you concerning the project.

We have structured this agreement to clearly define our proposed services. Eisenbraun and Associates (E/A) proposes to provide the following services to the City of Wayne (OWNER):

SCOPE OF SERVICES

The engineering services that are needed to provide staking and construction engineering services for the 10th Street, Main to Windom Reconstruction Project in Wayne, Nebraska are listed below.

Construction Engineering Services

Post Bid and Construction Phase

- E/A shall assist the OWNER with the proper execution of a contract between the OWNER and a construction contractor. The OWNER will submit the contract documents to its legal counsel for review and approval. Upon the proper execution of the aforesaid contract, E/A will provide the following services in accordance with Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of E/A are as assigned therein. E/A shall conduct a preconstruction meeting with the successful Contractor, his subcontractors, the OWNER and other involved parties. E/A will review for conformance with the design concept any necessary shop drawings furnished by Contractors. E/A will review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment. E/A will make a final review of the project prior to the issuance of the Statement of Substantial Completion of construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, E/A shall submit a statement of project completion to the OWNER. E/A can neither guarantee the performance of the construction contracts by the Contractor nor assume responsibility

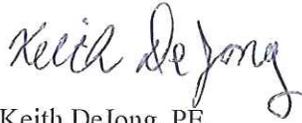
for Contractor's failure to finish and perform its work in accordance with the Contract Documents.

- E/A shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. E/A shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- By recommending any payment, E/A will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examination have been made by E/A to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to E/A in this Agreement and the Contract Documents. E/A's review of Contractor(s)' work for the purposes of recommending payments will not impose on E/A responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on E/A to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- E/A shall provide construction staking of the project sufficient in detail to provide the Contractor with a baseline and horizontal and vertical control as required for construction of the project.
- E/A shall verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof. Geotechnical testing services shall be provided by an independent testing lab hired by the OWNER. The OWNER shall coordinate with the testing lab for the testing services. E/A will review all test results, but the costs of the geotechnical testing services are not a part of E/A's agreement.
- E/A shall consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and in consultation with the OWNER make modifications to the benefit of the project. E/A will prepare necessary construction control orders for approval of the OWNER and others on a timely basis.
- E/A shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s) or subcontractor's or supplier's agents or employees or any other persons (except E/A's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work.

Project Close-Out

- Conduct a substantial completion walk through or Pre-Final Inspection which will identify any remaining work.
 - Once all work is complete, prepare and submit to the Contractor and the OWNER a notice of completion.
-

Sincerely,
EISENBRAUN AND ASSOCIATES, INC.



Keith DeJong, PE
Project Manager

APPROVED:



Daniel D. Eisenbraun, PE & LS
President

ACCEPTED this ____ day of
_____, 2012.

City of Wayne, NE

By: _____

Title: _____



OWNER's Construction Responsibilities

- The OWNER shall provide a project inspector to monitor the project as it progresses. The inspector's efforts will be directed toward providing a greater degree of confidence for the OWNER and E/A that the completed work of the Contractor will conform to the contract documents, but neither the OWNER nor E/A shall be responsible for the failure of the Contractor to perform the work in accordance with the contract documents.
- The OWNER shall contract and coordinate with an independent testing lab for the geotechnical and concrete testing services. E/A will review test results, but the costs of the geotechnical testing services are not a part of E/A's agreement.
- The OWNER's inspector shall monitor changes made during construction and red line the construction plans to be kept for the OWNER's future use.

PROFESSIONAL FEE AND TIME FRAME

E/A's services will be provided on an hourly rate not to exceed fee basis as follows:

Staking and Construction Engineering Services	\$53,780
---	----------

The estimated manhours, position rates and direct costs are shown in Attachment 1 to this agreement.

The fees include all labor, materials, travel and other reimbursable expenses incurred in the completion of the work. However, our fee does not include, and the Owner shall be responsible for all Federal, State and local permits, fees, and assessments, sales taxes, or use taxes applicable to the project. If additional services are requested, those services will be defined in a separate scope of services and will be negotiated separately. We will bill you monthly based on the hours, rates and direct costs expended during the previous month. Payments shall be due within 30 days of invoice, after which time a 1-½ % per month finance charge shall be applied to the outstanding balance.

We propose to schedule our work upon authorization to perform the work. If there are protracted delays for reasons beyond our control or there are modifications to the Scope of Services, we would expect to negotiate an equitable adjustment of our compensation and/or time frame. It is our understanding that it is the City's desire to have the project construction begin May 15, 2013 and have it completed by August 15, 2013.

Services will be rendered in the customary manner which, together with a general understanding applicable to our relationship with you, are set forth in the General Provisions which are attached hereto and made a part of this agreement. The obligations of both parties are set forth in the General Provisions.

This proposal, along with the General Provisions, represents your and our understanding with respect to this project. If this letter satisfactorily sets forth your understanding of our proposal, we would appreciate you signing both of the enclosed original documents in the space provided below and returning one original to us. This letter will then become our agreement. This proposal will be open for acceptance until September 15, 2012, unless changed by us in writing.

If you have any questions, please contact me as soon as possible. We look forward to working with you on this project.

Attachment 1
10th Street, Main to Windom Reconstruction Project
Staking and Construction Engineering Services Fee Breakdown

Task	Hours	Personnel	Rate	Cost
Preconstruction Meeting and Travel Time	6	Proj. Eng.	\$ 130.00	\$ 780.00
Task Total				\$ 780.00
Review Pay Requests, CCO's and Other Contract Administration Items	24	Proj. Eng.	\$ 130.00	\$ 3,120.00
	16	Proj. Mgr.	\$ 144.00	\$ 2,304.00
Task Total				\$ 5,424.00
Client and Contractor Consultation and Miscellaneous Project Administration (4 hrs/week for 12 weeks)	48	Proj. Eng.	\$ 130.00	\$ 6,240.00
Task Total				\$ 6,240.00
Site Visits by Project Engineer with Travel Time (one visit every two weeks for 12 weeks)	24	Proj. Eng.	\$ 130.00	\$ 3,120.00
Task Total				\$ 3,120.00
Staking Planning, Point Preparation and QA	16	CAD Mgr.	\$ 107.00	\$ 1,712.00
	18	Tech III	\$ 65.00	\$ 1,170.00
	8	Tech II	\$ 58.00	\$ 464.00
	11	Tech IV	\$ 78.00	\$ 858.00
Task Total				\$ 4,204.00
Control Point Staking	8	Tech II	\$ 58.00	\$ 464.00
	8	Tech IV	\$ 78.00	\$ 624.00
Task Total				\$ 1,088.00
Removal Staking/Marking	8	Tech II	\$ 58.00	\$ 464.00
	8	Tech IV	\$ 78.00	\$ 624.00
Task Total				\$ 1,088.00
Storm Sewer Staking	6	Tech II	\$ 58.00	\$ 348.00
	6	Tech IV	\$ 78.00	\$ 468.00
Task Total				\$ 816.00
Sanitary Sewer Staking	6	Tech II	\$ 58.00	\$ 348.00
	6	Tech IV	\$ 78.00	\$ 468.00
Task Total				\$ 816.00

Task	Hours	Personnel	Rate	Cost
Watermain Staking	8	Tech II	\$ 58.00	\$ 464.00
	8	Tech IV	\$ 78.00	\$ 624.00
Task Total				\$ 1,088.00
Curb and Gutter Staking	44	Tech II	\$ 58.00	\$ 2,552.00
	44	Tech IV	\$ 78.00	\$ 3,432.00
Task Total				\$ 5,984.00
Blue Top Subgrade	36	Tech II	\$ 58.00	\$ 2,088.00
	36	Tech IV	\$ 78.00	\$ 2,808.00
Task Total				\$ 4,896.00
Stake Centerline/Paving Runs	32	Tech II	\$ 58.00	\$ 1,856.00
	32	Tech IV	\$ 78.00	\$ 2,496.00
Task Total				\$ 4,352.00
Staking Travel Time	40	Tech II	\$ 58.00	\$ 2,320.00
	40	Tech IV	\$ 78.00	\$ 3,120.00
Task Total				\$ 5,440.00
Preparation of Notes and Reports	19	Tech IV	\$ 78.00	\$ 1,482.00
	6	Clerical	\$ 40.00	\$ 240.00
	8	Proj. Eng.	\$ 130.00	\$ 1,040.00
Task Total				\$ 2,762.00
Final Inspection with Travel Time	6	Proj. Eng.	\$ 130.00	\$ 780.00
Task Total				\$ 780.00
Task Totals				\$ 48,878.00
Direct Costs				
Pickup - 3,000 miles @ \$0.55/mile				\$ 1,650.00
Auto -1,040 miles @ \$0.49/mile				\$ 509.60
Survey Equipment, Stakes & Lath				\$ 2,322.40
Food and Lodging				\$ 420.00
Direct Cost Total				\$ 4,902.00
Total of Tasks and Direct Costs				\$ 53,780.00

ORDINANCE NO. 2012-35

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE SIDE YARD UTILITY EASEMENTS CONSISTING OF THE EAST 7 FEET OF SIDE-YARD UTILITY EASEMENT IN LOT 5 AND THE WEST 7 FEET OF SIDE-YARD UTILITY EASEMENT IN LOT 6, FAIRWAY ESTATES SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. The City of Wayne, Nebraska has received a request to release the 7 feet side-yard utility easements located between Lots 5 and 6, Fairway Estates Subdivision, to the City of Wayne, Wayne County, Nebraska.

Section 2. The City hereby releases and abandons all of the East 7 feet of side-yard utility easement in Lot 5 and the West 7 feet of side-yard utility easement in Lot 6, Fairway Estates Subdivision to the City of Wayne, Wayne County, Nebraska, and the Mayor is hereby authorized to execute the quitclaim deed to the current property owner to carry out said release and abandonment.

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

PASSED AND APPROVED THIS 21st day of August, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Ken Jorgensen - TITE MAY

Address: 109 MAIN ST

Telephone No.: 375 9817

Date of Request: SEPT 27-28-29 OCT 27th NOV 1st DEC 13-14 DEC 31

Description of Requested Topic: CONSIDER FOR 2^{AM} CLOSING

SEPT	DATES	HOMECOMING
OCT	DATE	SAT BEFORE HALLOWEEN
NOV	DATE	THURS AFTER HALLOWEEN
DEC	13-14	^{WSC} GRADUATION
DEC	31 st	NEW YEARS EVE



[Back to Top](#)

ORDINANCE NO. 2012-36

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR THE WAYNE STATE COLLEGE HOMECOMING ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., only, on the business days of Thursday, September 27, 2012, Friday, September 28, 2012, and Saturday, September 29, 2012, in conjunction with the Wayne State College Homecoming Activities.

PASSED AND APPROVED this ____ day of _____, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-37

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR IN CONJUNCTION WITH A HALLOWEEN PARTY.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., only, on the business day of Saturday, October 27, 2012, in conjunction with a Halloween party .

PASSED AND APPROVED this _____ day of _____, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-38

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR IN CONJUNCTION WITH A HALLOWEEN PARTY.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., only, on the business day of Thursday, November 1, 2012, in conjunction with a Halloween party .

PASSED AND APPROVED this _____ day of _____, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-39

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR THE WAYNE STATE COLLEGE GRADUATION ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., only, on the business days of Thursday, December 13, 2012, and Friday, December 14, 2012, in conjunction with the Wayne State College Graduation Activities.

PASSED AND APPROVED this _____ day of _____, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-40

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR NEW YEAR'S EVE.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., only, on the business day of Monday, December 31, 2012, in conjunction with New Year's Eve.

PASSED AND APPROVED this ____ day of _____, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

WAYNE MUNICIPAL AIRPORT AUTHORITY

July 9, 2012

7:00 P.M.

The ^{regular} special meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Carl Rump, Jerome Conradt and David Ley. Also, attending the meeting were Nancy Braden Treasurer, Dawn Navrkal, Tom Becker FBO & Airport Manager, Karma Schulte, Brent Abler, Clay Bode, and Dave Zach.

Conradt moved and Rump 2nd to accept the Minutes of June 18, 2012. Roll was called with the following results: Yeas: Nissen, Rump, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2nd to accept the Claims of July 9, 2012. Roll was called with the following results: Yeas: Nissen, Rump, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2nd that Har-Mor is allowed to come and use a 14 day temp operation lease for \$1,000.00 with coordination with FBO. Roll was called with the following results: Yeas: Nissen, Rump, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Rump 2nd that we pass RESOLUTION NO. 2012-1 – PREMILINART LEVY ALLOCATION FROM CITY OF WAYNE. Roll was called with the following results: Yeas: Nissen, Rump, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal action was needed.

There being no further business Conradt moved and Rump 2nd that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley
Secretary

WAYNE MUNICIPAL AIRPORT AUTHORITY

August 6, 2012

3:00 P.M.

A special meeting of the Airport Authority of the City of Wayne was called to order in the city administrators office on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerome Conradt and Carl Rump. Also attending the meeting was Nancy Braden.

Nancy Braden provided an update on recent loan requests from both the NDA and FAA. A total of 750,000 in AIP funds has been approved by the FAA. 300,000 has been approved immediately, 150,000 will be available in October of 2012, and 150,000 for each of the following two years.

Bids for the new storage hanger/terminal building were discussed. Conradt moved and Rump 2nd that we award the Base Bid plus Alternate# 2 for the Storage Hanger/Terminal Building, AIP 3-31-0086-13,, to OCC Builders of Wayne, NE. OCC Builders LLC of Wayne, Nebraska was the low bidder, with a total base bid of \$560,547.99 and bid alternate #2 of 235,146.00 for a total of \$795,693.99. \$117,519 of project cost will be out of pocket costs for the Airport Authority, with the remainder provided by NDA and FAA programs.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal action was needed.

There being no further business, Conradt moved and Rump 2nd that the meeting be adjourned. All voting in the affirmative, the meeting was adjourned at 3:25 PM.

Carl Rump

Acting Secretary