

NOTICE OF SPECIAL MEETING

A special meeting of the Wayne City Council will be held on Tuesday, May 14, 2013, at 5:30 p.m. in the Council Chambers of City Hall, 306 Pearl Street, Wayne. An agenda for the meeting is kept current and is available to the public in the City Clerk's office at the address shown hereinabove.

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

Individuals requiring sensory accommodations, including interpreter services, Braille, large print, or recorded materials should contact Betty McGuire, City Clerk, at 402-375-1733, no later than 4:30 p.m. on the Friday preceding the meeting.

Betty A. McGuire
City Clerk

Posted: 5/10/13
City Hall
Auditorium
Library

**AGENDA
SPECIAL CITY COUNCIL MEETING
MAY 14, 2013**

5:30 Call to Order

1. Mayoral Appointment of First Ward Candidate
2. Swearing in of First Ward Candidate
3. Ordinance 2013-27: Authorizing the Issuance of \$620,000 in Highway Allocation Bonds for the 10th Street Tear-Out and Repaving Project and Water Main and Storm Drain Up-Grades (Second Reading)
4. Action to Amend Collective Bargaining Agreement Between the City of Wayne and Wayne Chapter No. 54 Fraternal Order of Police to Adjust the Wage Schedule for Police Dispatchers
5. Resolution 2013-45: Amending Police Department Wage Schedule – Police Dispatchers
6. Adjourn

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF WAYNE, NEBRASKA, SERIES 2013, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX HUNDRED TWENTY THOUSAND DOLLARS (\$620,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION OF CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council hereby find and determine: that the City of Wayne, Nebraska (the "City") requires the construction of certain streets and other appurtenant related improvements within the City; specifically including improvements to certain portions of streets consisting primarily of 10th Street from Main Street to Windom Street, together with other necessary street improvements all as set out in the project scope of improvements as prepared by the special engineers for the City; that the City's Engineers heretofore prepared plans, specifications and estimates of cost for the said improvements; that bids have been taken and the Council has awarded a contract for the construction of the aforesaid street improvements; that the City has the authority to fund the project costs through issuance of highway allocation fund pledge bonds; that the City has no other funds on hand for the cost of such improvements; that funds are required by the City with respect to said improvements, including issuance costs, in an amount not less than \$620,000; and, that it is necessary and advisable for the City to provide financing for such street improvements and related improvements and appurtenances by the issuance of its bonds and it is necessary and advisable to borrow the sum of not to exceed \$620,000 through the issuance of its

Collective Bargaining Agreement

Between

CITY OF WAYNE

and

Wayne Chapter No. 54

FRATERNAL ORDER OF POLICE

July 1, 2012 - June 30, 2014

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PREAMBLE

This agreement is between the City of Wayne, (hereinafter referred to as the “City) and Wayne Chapter No. 54 of the Fraternal Order of Police (hereinafter referred to as the “Union”). This Agreement shall be entered into when signed by the proper officers of the City and the Union, and shall become effective on the date that it is signed; except that the rates of pay set forth in Schedule “A” shall be effective as of the 1st day of July, 2012.

I. RECOGNITION

Sec. 1: Recognition of Union. The City recognizes the Union as the exclusive representative of “employees” as defined in Section 2 of this Article.

Sec. 2: Definition of Employees. Whenever used in this Agreement, the term “employees” shall mean all full-time or part-time employees in the classifications of policy officer below the rank of Lieutenant, Communications Supervisor, and dispatchers, employed by the City at its facilities located in Wayne, Nebraska; but excluding law enforcement supervisory (including specifically the positions of Chief of Police and Police Lieutenant), clerical and professional employees.

Sec. 3: Position Titles and Rates of Pay. There is attached hereto and made a part of hereof Schedule “A” which lists the positions titles and rates of pay for each position covered by this Agreement.

II. CLASSIFICATION OF EMPLOYEES

Sec. 1: Introductory Employees. A newly-hired employee shall be an introductory employee for the first six (6) months of his/her employment (the Introductory Period.)

Sec. 2: Regular Employee. An employee who has completed the Introductory Period and who has been rated as satisfactory by his/her management supervisor at the end of the Introductory Period shall be classified as a regular employee. A regular employee shall include a full-time or part-time employee.

Sec 3: Temporary Employees. Temporary employees are those employees hired for a limited period of time (not to exceed six (6) months) or to perform work on a temporary project (with duration of less than (6) months). The City has the right to hire temporary employees as it deems necessary. Unless specified otherwise, temporary employees will have no privileges under this Agreement. The six (6) month period referred to in this paragraph may be extended by the agreement of the parties.

III. MANAGEMENT RIGHTS

Sec. 1: Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with the City's sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed, and to hire employees; to determine qualifications of employees, including skills, education, experience, ability, training, and fitness for duty; to assign and direct the work of employees; to promote, demote, or transfer employees; to lay off employees for lack of work or other legitimate reasons and to recall employees to work; to set the standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the schedule of work, including the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors or contract employees to perform work, or provide services; to utilize part-time and temporary employees; to subcontract, transfer, contract out, close down, or relocate the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations or service; to determine the location of the business, including the establishment of new facilities, or the closing of existing facilities; to determine the number, location and operation of departments, divisions, and all other units of the City; to control and regulate the use of vehicles, facilities, equipment, and other property of the City; to introduce new or improved service methods, and equipment; to issue, amend and revise policies, rules, regulations, and practices; to establish or modify job duties and classifications; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees.

The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union; provided however, that if the exercise of management rights results in a change in policy, no disciplinary action will be taken based on the revised policy until five (5) days following the posting of notice of the revised policy. It is agreed that the listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. The City's exercise of its management rights will not be subject to grievance and arbitration, unless such exercise violates provisions of this Agreement. The City's failure to exercise any right prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not to conflict with the express provisions of this Agreement.

The City Administrator has the absolute right to draft and prepare a budget for submission to the City council without further discussion with the Union prior to submission or approval. Provided, however, that the budget shall not contain provisions for wages and benefits at a level that is less than the level contained in this Agreement.

Sec. 2: Rules, Regulations, Personnel Policies and Job Descriptions. Attached hereto, marked Exhibit "A", are the written Rules, Regulations, Personnel Policies, and Job Descriptions of the City as of December 31, 2009. It is expressly understood that the right to issue, amend and revise policies, rules, regulations, and practices, including attendance, work, substance abuse, functional testing and safety rules, and to establish or modify job duties and classifications is retained and vested exclusively in the City.

All employees will abide by any such policies, rules, regulations, and practices. The City shall have the right to impose discipline for violation of said policies, rules, regulations, and practices, including the right of suspension or discharge. The City shall also have the right to establish or revise a progressive discipline policy to address violations of these policies, rules, regulations and practices.

IV. BARGAINING UNIT WORK

The City retains the right to assign supervisory personnel and/or non-bargaining unit personnel to perform bargaining unit work in the following circumstances: safety reasons or emergencies.

V. COMPLIANCE WITH THE LAW

Sec. 1: Compliance with Law. Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified to the extent necessary to comply with such law or regulation.

Sec. 2: Severability. If any provisions of this Agreement or the application of the same shall be held invalid, the legality of the other provisions of this Agreement shall not be affected thereby.

Sec. 3: Non-Discrimination. The City and Union agree that this Agreement will be administered equally and equitable with respect to all employees and that neither party will discriminate against any employee because of his/her race, creed, color, religion, sex, age or national origin, or membership in the Union.

Sec. 4: USERRA. The City shall comply with all of the re-employment and seniority provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, and all amendments thereto with reference to any Regular Employee called into service with the Armed Forces of the United States.

VI. CONDUCT OF UNION AFFAIRS

Sec. 1: No Union Activity, Solicitation. No bargaining unit employee, including Union officers and representatives, shall conduct any Union activity or Union business during working hours except as specifically authorized by the provisions of this Agreement. Each employee is expected to perform full time work except when specifically authorized by the terms of this Agreement. No employee or non-employee union representative shall solicit union membership during working time.

Sec. 2: Stewards. Not more than two (2) stewards shall be selected by the Union and shall represent the employees in the bargaining unit. The Union shall furnish the City with the name of the steward selected. All stewards referred to in this Agreement shall be regular employees of the City. Each steward shall report to his/her immediate non-bargaining unit supervisor or designated representative, and receive approval prior to the time of leaving his/her work to perform the duties of such steward as set forth herein and shall also report on returning to his/her work assignment unless excused by the steward's supervisor. Member(s) on duty, representing the bargaining unit, may participate in negotiations, subject

to responding to calls for service at any time. No more than 30 hours of aggregate on duty time may be used for negotiations.

VII. HOURS OF WORK AND OVERTIME

Sec. 1: Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commit by the City to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The City's pay records, practices and procedures shall govern the payment of all wages.

Sec. 2: Workday. A workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day. A regular shift shall consist of twelve (12) hours of work for law enforcement personnel, and twelve (12) hours of work for dispatch personnel, in a workday.

Sec. 3: Overtime and Compensatory Time.

- A. **Employees Covered by this Agreement, Other than Dispatchers.** For all hours (or fraction thereof) worked by an employee in excess of eighty four (84) hours in a fourteen (14) day work period established by the City, said employee shall be entitled to overtime compensation in accordance with the Fair Labor Standards Act.
- B. **Dispatchers.** For all hours (or fraction thereof) worked by an employee in excess of forty (40) hours in a seven (7) day workweek established by the City, said employee shall be entitled to overtime compensation in accordance with the Fair Labor Standards Act.
- C. **Definitions.** As used in this Section 3.A. and B., "overtime compensation" shall mean either compensatory time off or payment

of a premium rate, and shall be consistent with the Fair Labor Standards Act guidelines. An employee with less than 168 hours of compensatory time accrued may elect to receive overtime compensation as compensatory time up to a maximum of 168 accrued hours.

As used this Section 3.A and B., "overtime compensation" shall mean either compensatory time off or payment of a premium rate. The decision to grant compensatory time off or, in the alternative, to pay a premium rate is left to the sole discretion of the City and shall be consistent with the Fair Labor Standards Act guidelines.

In the event that a premium rate is paid in lieu of providing compensatory time off, the premium rate shall be equal to one and one-half (1.5) times the employee's regular rate for all overtime hours in that work period. In the event that compensatory time off is provided as overtime compensation, then compensatory time off will be earned at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required under this Agreement. No employee may accrue more than 168 hours of compensatory time. After 168 hours of compensatory time has been accrued, all overtime compensation shall be paid out as wages.

Compensatory time and compensatory time off are inter changeable terms for the purpose of this Article. Compensatory time for the purpose of this Article is paid time off the job which is earned and accrued by an employee in lieu of an immediate cash payment; and consists of hours during which an employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate.

Sec. 4: Overtime Credit.

- A. Hours which an employee does not work but for which he or she is compensated, such as vacation, and personal day hours, shall not be considered hours worked for the purposes of computing overtime eligibility under this Agreement.

- B. Hours of work during which employees appear in court or other official proceedings based on any action arising out of their

employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding, and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.

- C. Hours of work during which employees respond to work pursuant to an off-duty call out arising out of their employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding, and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.
- D. Hours of work during which employees appear for official parade duty arising out of their employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent for the official parade and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.
- E. Hours of work by department trainers for conducting department officer training and the required set-up and teardown time during a time when the trainer is not otherwise on duty during a scheduled shift shall be considered hours of work for the purpose of compensation and computing overtime compensation and paid out as wages except as provided in Art. VII, Section(C) of this agreement.
- F. There shall be no duplication of pyramiding of overtime.

Sec. 5: Overtime Work and Equalization. The City shall determine when and by whom overtime will be worked. However, the City will attempt to distribute overtime as equally as practicable among its employees.

VIII. UNIFORMS

Uniforms (approved by the City) will be provided to all bargaining unit employees, including dispatchers, and replaced at the discretion of the City.

IX. HOLIDAYS

Sec. 1: Holidays. The following days shall be considered holidays:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Veterans Day
- (7) Thanksgiving Day
- (8) Christmas Day
- (9) Floating Holiday

Sec. 2: Observance. Each holiday will be observed on the actual day of the holiday. In addition to the foregoing holidays, each eligible full-time Regular Employee shall have one "floater" holiday which may be scheduled upon reasonable notice, not less than two weeks in advance.

Sec. 3: No Work on Holidays. On each holiday, an eligible full-time Regular Employee shall receive eight (8) hours of compensatory time (or the number of hours that the employee is regularly scheduled to work if in excess of eight (8) hours) if the employee does not work on the holiday. Holiday leave and holiday compensation are interchangeable for purposes of this Article and shall refer to compensation earned or accrued due exclusively to holidays. Holiday compensation shall be included in calculations of overtime compensation. Holiday compensation shall be paid out exclusively as wages.

Sec. 4: Eligible Employees. Each regular employee who actually works (or is excused from working) his last scheduled workday before and first scheduled workday after the date observed as the Holiday, shall be eligible for the benefits set forth in Section 3 of this Article. If a holiday occurs during a period of pre-approved vacation leave or extended (five days or more) sick leave the employee shall not be charged vacation for the holiday. An employee in no-pay status shall not receive holiday compensation.

Sec. 5: Work on the Holiday. Whenever an eligible employee is required to work on a holiday, the City will pay the employee 2.5 times their regular rate of pay for the number of hours actually worked. The Employee shall not receive compensatory time in addition to compensation for time worked on said holiday.

X. RATE OF PAY

Sec. 1: Schedule "A". Schedule "A", attached hereto sets forth the minimum and maximum wage rates for each job position within the Bargaining Unit. Each job position will have intermediate rates (steps) depending on length of service. Schedule "A" will be adjusted upward 0%-2% as approved by the city council for the cost of living in the calendar years beginning January 1, 2013 and January 1, 2014.

Sec. 2: On Call Pay. On call pay shall be paid out at the rate of \$5.00 per hour.

Sec. 3: Starting Rate. Persons hired into a job position shall be paid at not less than minimum wage rate assigned to that job position. The City may authorize a rate other than this minimum rate in order to recruit an employee, in the sole discretion of the City.

Sec. 4: Movement Within a Position. Movement above the minimum wage rate for a job position will be determined taking into the account length of service. Any employee on probationary status due to disciplinary or performance reasons

shall not advance above the employee's then current wage step until the employee is removed from probationary status.

Sec. 5: Movement to a Different Position. In any case in which an employee moves to a higher position, the employee shall be given credit for length of service in the new position in an amount necessary to place the employee on the step in the higher classification which corresponds to a wage rate closest to, but not lower than, the employee's wage rate before the movement to the higher position. In any case in which an employee moves to a lower position, the employee shall be given credit for his or her length of service with the City of Wayne Police Department in the new position.

Sec. 6: Merit Pay. Nothing in this contract shall prohibit the City from paying one or more employees more than the wages and rates of pay provided in this contract based on skill ability, knowledge, performance, attendance, experience, attitude, and relevant education.

Sec 7: Supplemental Retirement Plan. The City shall establish and maintain an additional, optional defined contribution retirement plan for employees. The City shall be under no obligation to match any contributions to this supplemental plan made by employees.

Sec. 8: Accrued Compensatory Time Rollover into Qualified City Retirement Plan. For the term of this agreement, each police Department employee shall have the option at the time of his/her choice to convert up to 40 hours per year of accrued, unpaid, compensatory time, at the employee's regular wage rate at that time, to a cash contribution into that employee's qualified city retirement account, without a match by the City.

XI. EMPLOYEE INSURANCE PROGRAMS

The City maintains the following Insurance Programs for the benefit of its employees and encourages their participation. These plans are available to Eligible Employees of the City as described below, subject to the applicable waiting periods and terms and conditions contained in the plan documents. The specifications and other details of each of these plans can be found in the summary plan descriptions and shall be made available to all employees upon request. A general description of each plan is listed below:

Sec. 1: Insurance Benefits.

A. **Major Medical Insurance.** This policy provides for payment of medical expenses for Regular Full-Time Employees and their dependents and Introductory Employees with 30 days of employment, as defined in the policy.

1. The Plan shall provide for a maximum \$750 Annual Deductible for Single coverage and maximum \$1,500 Annual Deductible for Family coverage; with a 20% co-pay percentage; with a maximum out-of-pocket limit of \$1,600 for Single Coverage and \$3,200 for Family Coverage. For the calendar year 2012, the Annual Deductible for Single Coverage is \$450 and \$900 for Family Coverage with a \$200 Single Coverage and \$400 Family Coverage reduction incentive for employees who: 1) didn't use tobacco the previous calendar year; and 2) who, with their spouse, (if applicable) have undergone an annual physical paid for by the City's group health insurance plan in the previous calendar year.
2. The Plan shall include the option to participate in a preferred provider organization (PPO), and employees choosing not to participate shall not be guaranteed the levels of benefit coverage described herein.
3. The City shall provide 97.5% of the cost of the health insurance premium of Single Coverage for Regular Full-Time and Introductory Employees with 30 days of employment, as established by the health insurance carrier on an annual basis.
4. The City shall provide 90% of the cost of the health insurance premium for Family/Dependent coverage for Regular Full-Time and Introductory Employees with 30 days of employment, as established by the health insurance carrier on an annual basis.

5. The Employee shall pay, through means of wage withholding the applicable percentage of health insurance premium for which he or she is responsible.

6. The Plan may offer dental coverage.

XII. NO STRIKE AND LOCKOUT

Sec. 1: Prohibition of Strike, Work Stoppage, Lockout. The continuous and proper functioning and operation of the governmental service to the people of Nebraska is essential to their welfare, health and safety. Governmental service in the proprietary capacity and the service of such police departments are clothed with a vital public interest that the parties hereto acknowledge.

Sec. 2: No Strike and Lockout. Accordingly, during the period of this Agreement there shall be no strike, slowdown, or other work stoppage, picketing or other interference with the operations of the City by the Union or any bargaining unit employee. During the period of this Agreement there shall be no lockouts.

XIII. DURATION, EFFECT

Sec. 1: The terms of this Agreement shall be in full force and effect from July 1, 2012 through June 30, 2014 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, change or modify the Agreement is served by either party upon the other party ninety (90) days prior to the expiration date, or ninety (90) days prior to the expiration date of any subsequent contract year.

Sec. 2: This Agreement supersedes any previous oral and written agreements between the City, its employees or the Union. The City will not be bound by any

past understandings, practices and/or customs between the City, its employees, or the Union on matters not specifically governed by the terms of this Agreement.

XIV. SIGNATURES

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized this 16th day of October, 2012.

CITY OF WAYNE

WAYNE CHAPTER NO. 54

FRATERNAL ORDER OF POLICE

By  _____

By  _____

Its: Mayor

Its: President

RESOLUTION NO. 2013-45

WHEREAS, the City of Wayne shall establish a separate standard wage and salary schedule for the "Wayne Chapter No. 54 – Fraternal Order of Police 2012-2014" which shall be effective May 14, 2013.

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

CITY OF WAYNE
WAYNE CHAPTER NO. 54 FRATERNAL ORDER OF POLICE
SALARY SCHEDULE
Effective May 14, 2013

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE RANGE</u>	
Part-Time Dispatcher	\$10.28	\$13.77
	\$13.60	\$18.14
Dispatcher	\$12.50	\$16.73
	\$13.60	\$18.14
Dispatch Supervisor	\$13.40	\$18.15
	\$14.50	\$19.33
The following is based upon 2,184 hours per year:		
Patrolman	\$16.74	\$22.83
Senior Patrolman	\$18.58 -	\$24.73
Police Sergeant	\$20.20	\$26.11

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

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

PASSED AND APPROVED this 14th day of May, 2013

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk