

AGENDA  
CITY COUNCIL MEETING  
May 20, 2014

1. Approval of Minutes – May 6, 2014
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.

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. Presentation of Dividend Check from Employers Mutual Company — Cap Peterson, Northeast Nebraska Insurance Agency

**Background:** Every 3 to 5 years we try to bid out our property, casualty, and liability coverage for city property and operations. With the size of our power plant, we are limited to three options: Cornhusker Casualty, Employers Mutual, and The League of Municipalities' insurance pool called the "League Association of Risk Management." EMC has given us the best quotes in the last 15 years. EMC does not offer group health insurance. EMC is organized as a mutual company so the worker's compensation coverage premium is trued up and profits are divided up annually after the set level of earned income is retained. Northeast Insurance has been the agency providing EMC coverage. We are due to bid out this insurance package this fall for 2015. Cap will present some reimbursement for 2013 (in spite of the tornado) and an update of EMC activity. No Council action is needed.

4. Appointment of Phil Monahan as Fire Chief

**Background:** The Fire Department elects officers each May. Phil Monahan was reelected as Fire Chief and that appointment must be approved by the City Council.

**Recommendation:** The recommendation of the firefighters is to reappoint Phil Monahan for another year.

5. Action on Request to close the following streets on Friday, July 11<sup>th</sup>, from 2:30 p.m. until 2:00 a.m. for the annual Henoween Celebration: Main Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street (not including the end intersections); 2<sup>nd</sup> Street from Pearl Street to Logan Street; and 3<sup>rd</sup> Street from Pearl Street to Logan Street (not including the Pearl and Logan Street intersection) — Irene Fletcher, Assistant Director WAED

**Background:** This action is required by the Nebraska Department of Roads to allow us to use a section of the State highway system for this event.

6. Action on Request to close the following streets on Saturday, July 12<sup>th</sup> from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show Celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln Street from 10<sup>th</sup> Street to 8<sup>th</sup> Street; and Douglas Street from 8<sup>th</sup> Street to 10<sup>th</sup> Street. The intersections at 10<sup>th</sup> and Douglas and 10<sup>th</sup> and Lincoln Streets are requested to be closed — Irene Fletcher, Assistant Director WAED

**Background:** This action is required by the Nebraska Department of Roads to allow us to use a section of the State highway system for this event.

7. Action on Request to close the following Streets on Saturday, July 12<sup>th</sup>, for the Annual Chicken Show Parade from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street (including intersections) and 10<sup>th</sup> Street from Main Street to Lincoln Street. Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street will also be used for the parade — Irene Fletcher, Assistant Director WAED

**Background:** This action is required by the Nebraska Department of Roads to allow us to use a section of the State highway system for this event.

8. Resolution 2014-36: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (Halloween and Chicken Show – July 11<sup>th</sup> and 12<sup>th</sup>)

**Background:** This action is required by the Nebraska Department of Roads to allow us to use a section of the State highway system for this event.

9. Ordinance 2014-12: Amending Wayne Municipal Code Section 90-753 Nonconforming Structures (Second Reading)
10. Consideration and Action on Appeal to the City Council of Dog Impoundment by the Wayne Police Department

**Background:** On April 22<sup>nd</sup>, a 5 year-old boy was bitten by a dog on a leash. The boy sustained a serious injury that required many stitches. The dog is large and is properly licensed and vaccinated. Because of the seriousness of the injury from the dog bite, the size of the dog, and prior history of the dog actions at the vet clinic requiring the dog to be muzzled before brought to the clinic, the Police Department has impounded the dog and declares it to be a “vicious dog “ under the following description in the city code:

**Sec. 14-41. Definitions**

Vicious dog means:

1. Any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domestic animals;
2. Any dog which because of its size, physical nature, or vicious propensity is capable of inflicting serious physical harm or death to humans and which would constitute a danger to human life or property if it were not kept in the manner required by this article;
3. Any dog which, without provocation, attacks or bites, or has attacked or bitten, a human being or domestic animal;
4. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting; or
5. Any pitbull terrier, which shall be defined as any American Pitbull Terrier or Staffordshire Bull Terrier or American Staffordshire Terrier breed of dog, or any mixed breed of dog which contains as an element of its breeding the breed of dog which contains as an element of its breeding the breed of American Pitbull Terrier or Staffordshire Bull Terrier, or American Staffordshire Terrier as to be identifiable as partially of the breed of American Pitbull Terrier or Staffordshire Bull Terrier, or American Staffordshire Bull Terrier.

The process provided by city code for appeal of impoundment is as follows:

#### **Sec. 14-72. Dog declared vicious**

Whenever a dog is declared vicious, the owner will immediately release the dog to the police department to be impounded. The police department may cause the dog to be permanently removed from the City limits or may have the dog humanely destroyed by a veterinarian of the owner's choice. If the dog is to be removed, the owner shall provide an affidavit signed by both the owner and the future caretaker that the dog will be permanently removed from the Wayne city limits, listing where it will be taken and who is the caretaker. The police department will then contact the caretaker to verify that the dog was given to them. If the dog is to be humanely destroyed, the owner of the dog shall document to the police department the arrangement for direct transfer of the dog, at the owner's expense, by the impounding agency to the euthanizing veterinarian of the owner's choice and without any possession by the owner or any agent or representative of the owner. The owner of the dog will then produce to the police department a statement from the veterinarian certifying the action taken, or humanely destroyed by the animal shelter at the owner's expense. The notice shall be served whether in person or by mailing such notice by certified mail, return receipt. If the owner shall have failed to destroy such vicious dog after the expiration of 11 days from the receipt of such notice and no appeal is taken by the owner, the police department shall have such animal destroyed.

The declaration of a dog as vicious and the determination by the police department of whether the dog shall be destroyed or permanently removed under the provisions of this section may be appealed to the council, who shall hear and render a decision in this matter. Such appeal by the owner to the council shall be filed in writing with the police department within ten days after receipt of notification from the police department that the vicious dog shall be destroyed. The disposition of any animal shall be stayed during the pendency of such appeal.

The dog shall be surrendered by the owner to the custody of the police department or designated agency during the appeal process. The decision of the council shall be final and binding upon the city and upon the owner appellant, and its decision may be appealed as provided by law. The council shall review the information provided by the police department and the owner of the animal and any other interested party and render a decision on the appeal.

The owner of any dog which is impounded and destroyed under this section shall be held responsible for payment and any expenses incurred by the police department for impoundment and destruction, and failure to pay such fee to the city within 15 days after the destruction or release of such dog shall constitute a violation of this Code.

**Recommendation:** The recommendation of Marlen Chinn, Police Chief, Lowell Johnson, City Administrator, and the City Attorney is to enforce the Code as written and deny the appeal and require the dog to either be removed from the City of Wayne or euthanized.

**11. Ordinance 2014-20: Vacating East 4<sup>th</sup> Street lying within Cityside Addition**

- 12. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to the Preliminary and Final Plat for Pace Addition, more particularly described as a replat of Tract E of the Cityside Addition and the land south of Cityside Addition to Logan Creek. The applicant for the request is Wayne County. (Advertised Time: 5:30 p.m.)**

**Background:** The County has completed a purchase agreement with the owners of Cityside Subdivision to purchase 6 acres to relocate the Wayne location of the county operations. In addition to the sale of the property, the owners and the County wish to replat a portion of Cityside Subdivision and dedicate street right-of-ways.

**13. Resolution 2014-38: Approving Preliminary and Final Plat for Pace Addition (Cityside Addition)**

**Recommendation:** The recommendation of the Planning Commission is to approve the replat. A Subdivision Agreement is also being prepared to accompany the replat.

- 14. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Rezoning the area referenced to as Lot 1, Pace Addition from R-4 Residential District to I-1 Light Industrial and Manufacturing District. The applicant for the request is Wayne County. (Advertised Time: 5:30 p.m.)**

**Background:** A county operations yard is not a permitted use in the 6 acres being sold to the County. This action will rezone the 6 acres to I-1, and that zoning will become connected with the I-1 zone to the east.

15. Ordinance 2014-13: Rezoning the area referenced to as Lot 1, Pace Addition, from R-4 Residential District to I-1 Light Industrial and Manufacturing District

**Recommendation:** The recommendation of the Planning Commission is to approve the rezoning of this land.

16. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-10 Definitions. The applicant, City of Wayne, wishes to amend the definition of townhouse to more clearly define the term. (Advertised Time: 5:30 p.m.)

**Background:** This action is requested by the Planning Commission itself to more clearly define "townhouse" to differentiate construction of a townhouse from a multifamily unit configuration.

17. Ordinance 2014-14: Amending Wayne Municipal Code, Section 90-10 Definitions – "Townhouse"

**Recommendation:** The recommendation of the Planning Commission is to approve the change.

18. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-10 Definitions. The applicant, City of Wayne, wishes to add the definition of "Attached." (Advertised Time: 5:30 p.m.)

**Background:** This action would more clearly define the term "attached" which is one of the factors used by the Zoning Administrator in determining the maximum size of accessory buildings in residential zones.

19. Ordinance 2014-15: Amending Wayne Municipal Code Sec 90-10 Definitions – "Attached"

**Recommendation:** The recommendation of the Planning Commission is to approve the change.

20. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-10 Definitions. The applicant, City of Wayne, wishes to add the definition of "Breezeway." (Advertised Time: 5:30 p.m.)

**Background:** This action would more clearly define the term "breezeway" which is one of the factors used by the Zoning Administrator in determining the maximum size of accessory buildings in residential zones.

21. Ordinance 2014-16: Amending Wayne Municipal Code Section 90-10 Definitions – "Breezeway"

**Recommendation:** The recommendation of the Planning Commission is to approve the change.

22. [Ordinance 2014-17: Amending Wayne Municipal Code, Section 78-129 - Restricted Parking 12:00 Midnight to 5:00 a.m.; Northwest Quadrant of the City](#)

**Background:** Joel Hansen has completed a street-by-street inventory of signage in Wayne and has found a few inconsistencies between the existing parking signage and City Code that is used to enforce them. This action will amend the Code to match the existing signage on the streets marked on the attached map.

**Recommendation:** The recommendation of Marlen Chinn, Chief of Police, and Joel Hansen, Certified Street Superintendent, is to approve the changes to harmonize the Code with the existing signage.

23. [Ordinance 2014-18: Amending Wayne Municipal Code, Section 78-127 - Restricted Parking 12:00 Midnight to 5:00 a.m.; Northeast Quadrant of the City](#)

**Background:** Joel Hansen has completed a street-by-street inventory of signage in Wayne and has found a few inconsistencies between the existing parking signage and City Code that is used to enforce them. This action will amend the Code to match the existing signage on the streets marked on the attached map.

**Recommendation:** The recommendation of Marlen Chinn, Chief of Police, and Joel Hansen, Certified Street Superintendent, is to approve the changes to harmonize the code with the existing signage.

24. [Ordinance 2014-19: Amending Wayne Municipal Code, Section 26-82 - Appointment of Members to the Civil Service Commission](#)

**Background:** Nebraska Statutes direct the balance between members of political parties serving on the Civil Service Commission. This amendment is needed to provide for new limits on the number of members of each party so the Mayor and Council can appoint two additional Commission members.

**Recommendation:** The Council has already amended the code to increase the size of the Commission. This action is required before those additional appointments can be made.

25. [Resolution 2014-39: Approving Letter Agreement for Professional Services with Olsson Associates for the Wayne Airport Wastewater Pump Station Project](#)

**Background:** Olsson Associates is the current engineer on the airport restoration project. This agreement also retains them to design a sanitary sewer system to connect the airport buildings to the city sewer system.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, and Nancy Braden, Finance Director, is to approve the agreement contingent

upon the designation of Rod Hanson as the project engineer as requested by city staff.

26. [Resolution 2014-40: Adopting City Administrator Employment Agreement](#)

**Background:** The position of the Wayne City Administrator is filled by annual contract.

27. [Resolution 2014-41: Approving Amendment No. 1 to Market Based Rate Partial and Full Requirements Agreement between the City of Wayne and Big Rivers Electric Corporation](#)

**Background:** This action amends the December 2013 contract for wholesale electric power with Big Rivers Electric Corporation in Kentucky. Big Rivers and other private utilities are subject to review and rate approvals by the Kentucky Public Service Commission. This amendment is already approved by Big Rivers and allows our contract to be assigned to the Kentucky Public Service Commission in the event of a default. This amendment is to our advantage.

**Recommendation:** The recommendation of Gene Hansen, Superintendent of Electric Production, and Lowell Johnson, City Administrator, is to approve the amendment. Northeast Public Power District and the City of Wakefield will also approve this amendment.

28. [Resolution 2014-42: Approving the 2014 Grant Contract between the Nebraska City-County Management Association and the Nebraska Environmental Trust](#)

**Background:** Wayne, South Sioux City, Lexington, Nebraska City, Seward and several other Nebraska towns submitted an application in 2013 for a grant of \$30,000 in Nebraska Environmental Trust Funds to purchase two natural gas or electric powered city fleet vehicles. The Trust Fund approved the grant, and we now need to commit to the use of the funds for alternative fuel city vehicles. The only match for these grant funds is the remaining cost of the vehicles. This same group of towns is working on a second grant application for additional funds to be used locally for residential energy reduction projects. That application is being prepared for your approval, and the local match will likely be \$5,000.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, is to approve the agreement, accept the funds and bid out the purchase of two replacement pickups or trucks already on the long-term capital projects list for the city fleet.

29. [Resolution 2014-43: Construction of Sidewalk for Property Located at 111 Fairgrounds Avenue](#)

**Background:** This location is where we red tagged and removed a substandard building in 2013. Around the time of that removal, the pedestrian sidewalk was removed and left as dirt. This is a busy pedestrian area. City code requires property owners to maintain a sidewalk in commercial areas.

**Recommendation:** The recommendation of Joel Hansen, Building Code Official, and Lowell Johnson, City Administrator, is to require the abutting property owner to reinstall the sidewalk. In addition, we have a complaint from NorthStar Services about the lack of a safe sidewalk for their clients who access the area daily, and a request to have the sidewalks replaced.

30. [Resolution 2014-44: Construction of Sidewalk for Property Located at 113 Fairgrounds Avenue](#)

**Background:** This location is where we red tagged and removed a substandard building in 2013. Around the time of that removal, the pedestrian sidewalk was removed and left as dirt. This is a busy pedestrian area. City code requires property owners to maintain a sidewalk in commercial areas.

**Recommendation:** The recommendation of Joel Hansen, Building Code Official, and Lowell Johnson, City Administrator, is to require the abutting property owner to reinstall the sidewalk. In addition, we have a complaint from NorthStar Services about the lack of a safe sidewalk for their clients who access the area daily, and a request to have the sidewalks replaced.

31. [Action on Pay Application No. 5 in the amount of \\$30,079.37 to Robert Woehler & Sons Construction for the Chief's Way Sanitary Sewer & Water Extension Project](#)

**Recommendation:** The recommendation of the Project Engineer is to pay the claim for work completed and approved according to contract.

32. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

May 6, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, May 6, 2014, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jennifer Sievers, Nick Muir, Kaki Ley, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Jon Haase.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 24, 2014, 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 Sievers made a motion, which was seconded by Councilmember Eischeid, whereas, the Clerk has prepared copies of the Minutes of the meeting of April 15, 2014, 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, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ALMQUIST, MALTZAHN, SE, 19400.00; AMAZON.COM, SU, 430.42; AMERICAN BROADBAND, SE, 2494.08; AMERITAS LIFE INSURANCE, SE, 4049.93; APPEARA, SE, 316.71; ARDENT LIGHTING GROUP, SE, 11600.00; AS CENTRAL SERVICES, SE, 448.00; BAKER & TAYLOR BOOKS, SU, 783.96; BANK FIRST, FE, 240.00; BARONE SECURITY SYSTEMS, SU, 78.00; BEHLEN MFG, SU, 1452.00; BIG T ENTERPRISES, SU, 128.80; BLACKBURN MANUFACTURING, SU, 268.56; BLACK HILLS ENERGY, SE, 689.64; BOMGAARS, SU, 13.26; CITY EMPLOYEE, RE, 79.14; BROWN SUPPLY, SU, 768.00; BSN SPORTS, SU, 1754.99;

CHEMQUEST, SE, 595.00; CHILD SUPPORT, RE, 200.00; CITY OF NORFOLK, SE, 222.42; CITY OF PONCA, RE, 12719.91; CITY OF WAYNE, PY, 120559.56; CITY OF WEST POINT, RE, 18463.56; CITY OF WISNER, RE, 1922.44; COMMUNITY HEALTH, RE, 8.00; CONSOLIDATED MANAGEMENT, SU, 9.50; COPY WRITE, SE, 37.00; CUMMINS CENTRAL POWER, SE, 868.17; DANKO EMERGENCY EQUIPMENT, SU, 33.25; DE LAGE LANDEN FINANCIAL, SE, 115.84; DEARBORN NATIONAL LIFE, SE, 92.88; DUTTON-LAINSON, SU, 1880.27; ECHO GROUP, SE, 349.25; ECHTENKAMP, DOUGLAS, RE, 500.00; CITY EMPLOYEE, RE, 576.99; ELECTRIC FIXTURE, SU, .98; ELKHORN FENCE, SE, 4365.00; EXHAUST PROS, SE, 151.03; FIREMAN'S ASSOCIATION, SU, 25.00; FIRST CONCORD GROUP, SE, 3271.64; FLOOR MAINTENANCE, SU, 216.09; FREDRICKSON OIL, SE, 14.00; FRY & ASSOCIATES, SU, 8756.50; GEORGE A BEAUDETTE, RE, 75000.00; GEORGINA CASTANEDA, SE, 87.50; GERHOLD CONCRETE, SU, 1466.79; GROSSENBURG IMPLEMENT, SU, 280.88; HEGGEMEYER, LOWELL, RE, 256.76; HOMETOWN LEASING, SE, 147.02; HYDRAULIC EQUIPMENT, SU, 487.54; ICMA, SE, 13901.18; IRS, TX, 45464.35; J.P. COOKE COMPANY, SU, 130.50; JEO CONSULTING GROUP, SE, 4142.50; KEPKO ENGRAVING, SU, 7.88; KRIZ-DAVIS, SU, 566.31; LANCASTER CO COURT, RE, 149.00; MARCO, SE, 1245.86; MIRIAN AGUIRRE, SE, 50.00; CITY OF WAYNE, RE, 975.00; MULTIMEDIA SALES & MARKET, SE, 370.50; CITY EMPLOYEE, RE, 91.00; NE DEPT OF REVENUE, TX, 6596.08; NE LAW ENFORCEMENT, SE, 80.00; NE LIBRARY COMMISSION, SU, 1066.00; NE NOTARY ASSOC, SE, 154.23; NE PUBLIC HEALTH, SE, 150.00; N.E.NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 4066.00; NOVA HEALTH EQUIPMENT, SU, 9997.00; NWOD, FE, 10.00; ODEYS, SU, 17667.04; ORIENTAL TRADING CO, SU, 148.24; PAT GARVIN, RE, 40000.00; PITNEY BOWES, SE, 648.00; PONCA RURAL FIRE BOARD, RE, 3043.87; QUILL, SU, 386.20; RON'S RADIO, SE, 56.50; SEWER MATIC, SE, 6600.00; STADIUM SPORTING GOODS, SU, 882.50; STATE NEBRASKA BANK, RE, 49880.00; STATE NEBRASKA BANK, RE, 113.41; CITY EMPLOYEE, RE, 120.40; TYLER TECHNOLOGIES, SE, 200.00; ULINE, SU, 150.51; UNITED WAY, RE, 12.40; US BANK, SE, 3806.11; USA BLUE BOOK, SU, 292.94; VAKOC CONSTRUCTION, SU, 814.50; VERIZON, SE, 256.99; VIAERO, SE, 252.07; VILLAGE OF WINSIDE, RE, 4068.92; WATCHGUARD VIDEO, SU, 12449.00; WAYNE AIRPORT, SE, 444023.57; WAYNE HERALD, SE, 92.00; WESCO, SU, 44652.90; WESTERN RIDGE III, RE, 88000.00; WISNER WEST, SU, 36.61; CITY EMPLOYEE, RE, 416.00; BAKER & TAYLOR BOOKS, SU, 725.10; BARONE SECURITY SYSTEMS, SE, 716.04; BIG STONE TRANSPORTATION, SU, 4363.20; CHARTWELLS, SE, 6244.02; CITY OF WAYNE, RE, 200.00; CITY OF WAYNE, RE, 678.40; CLAUSSEN & SONS IRRIG, SE, 197.10; CLEAN TO A T, SE, 1300.00L; COPY WRITE, SE, 186.36; DEMCO, SU, 109.25; DUTTON-LAINSON, SU, 170.40; EASYPERMIT POSTAGE, SU, 785.79; ECHO GROUP, SU, 733.52; GALE GROUP, SU, 145.11; GERHOLD CONCRETE, SU, 4822.89; GILL HAULING, SE, 155.00; GROSSENBURG IMPLEMENT, SU, 2.95; HEWLETT-PACKARD, SU, 6505.69; HOUCHEN BINDERY LTD, SU, 81.70; INGRAM BOOK CO, SU, 920.55; INTERSTATE ALL BATTERY, SU, 231.50; JASON CAROLLO, SE, 70.00; JOHN'S WELDING AND TOOL, SU, 5.58; KATIE KASL, SE, 160.00; KELLY SUPPLY, SU,

480.34; KORY LESEBERG, RE, 75000.00; KRIZ-DAVIS, SU, 7073.73; MARCO, 126.36; MATHESON TRI-GAS, SU, 159.00; MIDWEST TAPE, SU, 169.95; MIKE TOWNE, SE, 500.00; MSC INDUSTRIAL, SU, 27.98; MURPHY TRACTOR & EQUIPMENT, SU, 702.54; NNEDD, SE, 9064.79; NE DEPT OF ROADS, SE, 3150.00; NE NEB INS AGENCY, SE, 630.00; NORFOLK TRUCK CENTER, SU, 73.52; NNPPD, SE, 13185.52; ODEYS, SU, 143.40; ONE CALL CONCEPTS, SE, 88.10; PAC N SAVE, SU, 242.42; PIEPER & MILLER, SE, 4559.00; PLUNKETT'S PEST CONTROL, SE, 954.75; QUALITY 1 GRAPHICS, SU, 150.00; QUILL, SU, 62.57; RANDOM HOUSE, SU, 2508.75; RON'S RADIO, SE, 185.36; SEVERN TRENT WATER, SE, 4133.49; SOOLAND BOBCAT, SU, 104.94; SHOPKO, SU, 329.25; STADIUM SPORTING GOODS, SU, 577.50; STATE NEBRASKA BANK, RE, 1000000.00; STATE NEBRASKA BANK, SE, 69.60; VAKOC BUILDER'S RESOURCE, SU, 128.23; VOSS LIGHTING, SU, 279.60; WAYNE COUNTY CLERK, SE, 280.00; WAYNE COUNTY COURT, RE, 400.00; WAYNE VETERINARY CLINIC, SE, 189.00; WESCO, SU,; 432.39; WISNER WEST, SU, 209.23; ZACH HEATING & COOLING, SE, 1032.76

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, 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 City Auditorium 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.

Phil Monahan, Fire Chief, introduced Andrew Scholl and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department. Andrew was a former cadet on the department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, to approve the membership application of Andrew Scholl to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result

of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Alex Koch, Recreation Services Director, was present requesting Council consideration to approve his hiring of Tom Cliff as Pool Manager for the 2014 summer season. Mr. Koch also hired Mr. Cliff's two sons, one of which will be the head lifeguard and the other a full-time lifeguard. Mr. Cliff is the soccer coach at Wayne State College.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese approving Tom Cliff as the Pool Manager for the 2014 season. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Penny Vollbracht, Senior Center Coordinator, advised the Council that one bid was received for the preparation of the hot meals at the Senior Center. The bid came from Chartwells. Congregate meals will increase to \$5.18 per meal and home-delivered will increase to \$5.44 per meal. This bid is in effect from July 1, 2014, through June 30, 2015.

Councilmember Ley made a motion, which was seconded by Councilmember Eischeid, approving the bid received from Chartwells to prepare the hot meals as part of the nutrition program for the elderly at the Wayne Senior Center. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance 2014-11, and moved for approval of the third and final reading thereof; Councilmember Ley seconded.

ORDINANCE NO. 2014-11

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 26 CIVIL SERVICE, ARTICLE III CIVIL SERVICE COMMISSION, SECTION 26-81 CREATED AND SECTION 26-89 QUORUM; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would approve a “Land Lease Agreement” with Verizon Wireless. The term of the lease will be 15 years, with a 3% increase each year, with no extensions. The rental payments will be \$12,000 per year. The tower will be placed on a 75’x75’ site in the grassy area just east of the First Bankcard Center parking lot and just north of where any future eastward extension of 10<sup>th</sup> Street would be built.

Councilmember Sievers was not fond of the proposed location of the tower.

Councilmember Giese introduced Resolution 2014-35 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2014-35

A RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON WIRELESS.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who voted Nay, and Councilmember Haase who was absent, the Mayor declared the motion carried.

Mayor Chamberlain noted that Jeff Carstens of Wayne State College requested that Agenda Item No. 8 regarding the Interlocal Agreement to share law enforcement resources with Wayne State College be tabled until the next meeting.

Councilmember Haase arrived at 5:50 p.m.

Councilmember Eischeid made a motion, which was seconded by Councilmember Ley, to table action on Resolution 2014-36 – Approving Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Nebraska State Colleges, d/b/a Wayne State College until the next meeting. 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 the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-432 Permitted Conditional Uses in the B-3 Neighborhood Commercial District. The Applicant, the City of Wayne, wishes to add this to the code to allow multi-family dwellings in the B-3 District under certain conditions.

Joel Hansen, Zoning Administrator, stated this matter arose from discussions at the Council Retreat regarding multifamily dwellings. This would allow multifamily dwellings as a conditional use in the B-3 District which is located primarily along East 7<sup>th</sup> Street and along the south and west perimeter of Wayne State College. The conditions would be set to allow the Zoning Administrator to approve the use within the City Code the same as currently exists in the B-2 and R-3 Districts where multifamily dwellings are allowed as a conditional use. If this agenda item were approved, then the following two

agenda items would need to fail, as they also deal with multifamily dwellings in the B-3 District. The Planning Commission reviewed this matter at their public hearing on April 7, 2014, and recommended that the Council not amend Section 90-432 Permitted Conditional Uses to allow multifamily dwellings in the B-3 District as a conditional use. The Planning Commission felt that what the City has now is adequate for the community until they see something different through, perhaps, a Comprehensive Plan.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-424 Exceptions in the B-3 Neighborhood Commercial District. The applicant, City of Wayne, wishes to amend the code to allow multi-family dwellings in the B-3 district under certain conditions.

Joel Hansen, Zoning Administrator, stated this matter arose from discussions at the Council Retreat regarding multifamily dwellings. This would allow multifamily dwellings as a use by exception in the B-3 District which is primarily located along East 7<sup>th</sup> Street and along the south and west perimeter of Wayne State College. The applicant would have to come before the Planning Commission and the Council to obtain the permit, and those bodies could place specific requirements on each project beyond those set in the City Code. If the Council wishes to approve this agenda item, then the previous agenda item needs to fail. The Planning Commission recommended to not amend Section 90-424 Exceptions to allow multifamily dwellings in the B-3 District as a use by

exception. Again, the Planning Commission felt that what the City has now is adequate for the community until they see something different through, perhaps, a Comprehensive Plan.

It was noted that R-3, R-4 and B-2 districts allow multifamily dwelling units.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-425 Special Conditions and Conditions for Granting Exceptions in the B-3 Neighborhood Commercial District. The applicant, City of Wayne, wishes to amend the code to set conditions under which multifamily dwellings are allowed.

Joel Hansen, Zoning Administrator, stated this would set conditions in the City Code under which a multifamily dwelling would qualify to apply to receive a use by exception if the previous agenda item was approved. Those conditions would apply to all projects and could not be waived for individual projects. If the previous agenda item fails, then this one should as well. The Planning Commission recommended to not amend Section 90-425 Special Conditions & Condition for Granting Exceptions in the B-3 District.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-264 Permitted Conditional Uses in the R-3 Residential District. The applicant, City of Wayne, wishes to amend the code to remove multifamily dwellings as a use in the R-3 District.

Joel Hansen, Zoning Administrator, stated this item arose from discussion at Council retreat regarding multifamily dwellings. This would remove multifamily dwellings as a conditional use in the R-3 District. If that occurred, multifamily dwellings would only be allowed in the B-2 and R-4 Districts. The intent of the R-3 District, as listed in City Code, is to provide living areas within the city where development is limited to high-density concentrations of multiple-family dwellings and single-family dwellings. The Planning Commission recommended to not amend Section 90-264 Permitted Conditional Uses in the R-3 District to remove multifamily dwellings.

The Code states the intent of this district as "to provide living areas within the City where development is limited to high density concentrations of multiple family dwellings and single family dwellings," and for that reason, the Planning Commission did not feel it made sense to have a district with that exact intent being removed therefrom.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-710 Parking Regulations.

The applicant, City of Wayne, wishes to amend the code to require one-half of minimum off-street parking requirements for residential uses be met on the lot.

Joel Hansen, Zoning Administrator, stated this item arose due to a discussion of multifamily dwellings at a Planning Commission meeting and the number of cars parked on the city terrace. In previous discussion, staff had recommended to require the number of parking spaces required for multifamily dwellings to be changed from 1.5 per dwelling unit to 1.5 per sleeping room. The Planning Commission and Council changed it to 1 per sleeping room. The City Code, at one time, stated the required parking stalls had to be provided on the lot. Over time, that was violated as people began to install terrace parking, as owner-occupied housing was converted into rental housing. Last year, the City amended the code to allow terrace parking to be used to meet the minimum parking requirements, with the exception that corner lots could only use one of the frontages for parking. If this item is approved, then we would move back towards previous language by requiring half of the required stalls to be on private property for any residential use. Many of the newer apartments that were built still would have met this requirement as they park half on the terrace and half in the rear off of the alley. However, the apartments built on corner lots have put most of their parking on the terrace except where the corner lot extended all the way to the alley. The Planning Commission recommended to not amend Section 90-710 Parking Regulations.

Mayor Chamberlain stated he would probably be bringing this parking matter back to Council, at least for discussion, to look at the size of the parking stalls required.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

Wendy Vawser spoke in favor of amending this section of the code, as did Joe Blankenau and Verlyn Francis.

Sharon Braun stated the consensus of the Planning Commission was to leave the code alone until the Council solicits requests for proposals for a new comprehensive plan. There has been a tremendous amount of growth in the community, and we have seen a lot of upheaval over all of the apartment complexes being built. She also noted that the “townhouse” that was built at the corner of 8<sup>th</sup> and Pearl Street (12 units) could also be built in an R-1 district. Someone found a loophole in the code to allow the same.

Mr. Hansen advised that a recommendation from the Planning Commission on the definition of “townhouse” will be brought before Council at their next meeting which will address the “loophole” in the code.

Chad Sebade stated he thought the parking should be considered on a case by case basis.

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

Mayor Chamberlain advised the Council that because the Planning Commission recommended no changes be made, no ordinances were prepared for Council action. If Council would like to bring any of these items back for action, they just need to let him know.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-753 Nonconforming Structures. The applicant, City of Wayne, wishes to amend this particular section to more clearly define it.

Joel Hansen, Zoning Administrator, stated this issue arose from staff trying to interpret the City Code when property owners wished to replace an old structure with a new one. Paragraph (b) states that a nonconforming structure may be rebuilt, repaired or remodeled. Paragraph (c) states that if a nonconforming structure is damaged or destroyed, by any means, to the extent of more than 60% of its current property tax assessed value, then it cannot be restored unless it shall thereafter conform to the regulations. In the past, the City has allowed property owners to rebuild nonconforming structures based upon the first paragraph, provided they met the timeframe listed in the second paragraph. At the time of the Planning Commission meeting, staff felt these two paragraphs were contradictory to one another. After further discussion with legal counsel, we now believe they are not, but the first paragraph should reference the second one for clarity if the 60% rule is to remain in effect. The 60% rule also applies to nonconforming uses. The rule was most likely adopted as a means to transition existing properties to new requirements over time. Zoning works on the basis of a Comprehensive Plan. The Plan is a vision the community develops for how they want to see development and growth occur over time. The Code is the rules by which that growth and development takes place without taking away a use or a building with value until such a time that the use is abandoned for a period of time or the building has lost its value to a certain degree. If these uses and structures were grandfathered forever, then growth and development on these properties would never meet the vision of the community and those properties would be granted certain privileges and rights not available to other properties within the same zoning district. The map functions to determine where various rules apply to allow for differences in agricultural, residential,

commercial, and industrial uses. The Planning Commission recommended amending Section 90-753 to remove the requirement that once a nonconforming structure is damaged to the extent of 60 percent or more of its current property tax assessed value, it shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located.

After much discussion with legal counsel and further review of the intent of zoning, it was the recommendation of staff that the Council not amend paragraph (c) to remove the 60% rule, but rather amend paragraph (b) to add reference to the 60% rule to avoid any confusion about the intent of the rule.

Sharon Braun and Chad Sebade spoke during this public hearing.

Councilmember Sievers did not agree, and thought that if you tear down a structure or something happens to the structure, the same should be restored pursuant to new code requirements.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

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

Councilmember Ley introduced Ordinance 2014-12 and moved for approval of staff's recommendation, and in addition, adding the language to subparagraph (b) that any work completed under authorization of subparagraph (b) must comply with subsection (c) thereof; Councilmember Muir seconded.

#### ORDINANCE NO. 2014-12

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IX. NONCONFORMING USES BY AMENDING SECTION 90-753 NONCONFORMING STRUCTURES; TO PROVIDE FOR THE REPEAL OF

CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Brodersen and Haase who voted Nay, the Mayor declared the motion carried.

Mayor Chamberlain stated that in regard to Agenda Item No. 16 - Action to Consider the Request of Dave Headley to vacate the half block alley between Lots 9 and 10, Block 24 of the Original Town of Wayne, we received a letter from Vern Schulz who was against vacating or closing the alley. In addition, Administrator Johnson stated he received requests from the following people to not close or vacate the alley: Kelby Herman, Alex Koch, Terry Schulz, and three tenants that reside in Mr. Herman's apartments.

Councilmember Giese stated he had received a phone call to not vacate the alley as well.

Gloria Lawrence who owns property at 105 Sherman Street was present and requested that the alley not be closed or vacated.

The agenda item "Action to Consider the Request of Dave Headley to vacate the half block alley between Lots 9 and 10, Block 24 of the Original Town of Wayne" died for lack of a motion.

Councilmember Ley made a motion, which was seconded by Councilmember Muir approving the appointment of Councilmembers Cale Giese and Jennifer Sievers to the "Fraternal Order of Police Labor Agreement Negotiating Committee." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, 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 7:01 p.m.

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## CLAIMS LISTING MAY 20, 2014

AMAZON.COM, LLC	CD'S/SUPPLIES	703.20
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,971.61
APPEARA	LINEN & MAT SERVICE	100.23
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	105.00
BOMGAARS	FASTENERS/TUBE/DRAIN/LINERS ETC	883.49
CARHART LUMBER COMPANY	WATER HEATER/FAUCET/DRILL/WOOD ETC	1,121.92
CENTRAL STATES GROUP	PUMP	529.07
CENTURYLINK	TELEPHONE CHARGES	313.51
CHILD SUPPORT	PAYROLL DEDUCTION	100.00
CITY OF NORFOLK	FIRE INSPECTION	211.40
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	350.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	250.00
CITY OF WAYNE	FIREHALL DEPOSIT REFUND	150.00
CITY OF WAYNE	PAYROLL	72,213.14
CITY OF WAYNE	UTILITY REFUNDS	508.12
COMMERCIAL TURF SERVICES	SCARIFY/VACUUM BASEBALL FIELDS	3,970.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
CREDIT BUREAU SERVICES	BAD DEBT	45.64
DEARBORN NATIONAL LIFE	DISABILITY/LIFE INSURANCE	1,839.21
DIAMOND VOGEL PAINTS	POOL PAINT	247.64
EAKES OFFICE PLUS	COPIER LEASE	559.96
CITY EMPLOYEE	HEALTH REIMBURSEMENT	63.38
ED. M FELD EQUIPMENT CO	FOAM	302.00
EMPLOYERS MUTUAL CASUALTY	WORK COMP	1,177.64
FIVE STAR ENTERPRISES, INC	NAME BADGE	13.00
FLOOR MAINTENANCE	NAPKINS/PLATES/BOWLS	269.14
GEOCOMM INC	E911 MAINTENANCE SERVICE	1,985.00
GERHOLD CONCRETE CO INC.	CONCRETE	262.50
GROSSENBURG IMPLEMENT INC	JOHN DEERE Z950 MOWER/Z TRACT MOWER	16,184.06
CITY EMPLOYEE	CLOTHING ALLOWANCE	47.17
HARDING & SHULTZ P.C.	ATTORNEY FEES	3,630.80
HD SUPPLY WATERWORKS, LTD	WATER METERS	1,156.58
HEWLETT-PACKARD	HARD DRIVE	451.87
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	7,090.93
IMLA	MEMBERSHIP	480.00
IRS	FEDERAL WITHHOLDING	26,875.67
JACK'S UNIFORMS	BLAST DOOR CARTRIDGES	405.60
JACOB STENKA	EMT COURSE REIMBURSEMENT	550.00
JOHN'S WELDING AND TOOL	REPAIR CAST IRON HEAD ON COMPRESSOR	189.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	199.42
KRIZ-DAVIS COMPANY	ELECTRIC METERS/PADMOUNT/STRAPS	5,058.74
KTCH AM/FM RADIO	CAC RADIO ADS	625.00
LUTT OIL	GASOLINE	5,928.38
MIDSTATES ERECTORS INC	JACKET WATER PUMP	12,723.00
MIDWEST LABORATORIES, INC	BOD TESTING	526.35

N.E. NEB ECONOMIC DEV DIS	MEMBERSHIP FEES	7,022.12
NE DEPT OF REVENUE	STATE WITHHOLDING	3,662.33
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING	8.93
NE STATEWIDE ARBORETUM	MEMBERSHIP RENEWAL	100.00
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTION	59.24
OVERDRIVE, INC.	E BOOKS	186.96
PEPSI	CAC POP (JOURNAL ENTRY)	201.60
SALT CREEK SOFTWARE, INC.	LOAD CONTROL	2,450.60
SANTA FE SYSTEMS	WASHERS/BOLTS	247.63
SIOUXLAND TURF PRODUCTS	FERTILIZER	2,149.50
SPARKLING KLEAN	JANITORIAL SERVICE/SUPPLIES	2,538.99
STADIUM SPORTING GOODS	EMBROIDERY	36.00
TIEDTKE CONSTRUCTION	50%-LIONS CLUB PICNIC SHELTER	5,347.00
UNITED WAY	PAYROLL DEDUCTION	12.40
USA BLUE BOOK	PUMP ADAPTER	155.51
WAYNE AREA ECONOMIC DEVEL	CONTRIBUTIONS	14,433.32
WAYNE AUTO PARTS	MUFFLER/STARTER/ALTERNATOR/FILTER ETC	342.16
WAYNE HERALD	ADS AND NOTICES	1,948.32
WESCO DISTRIBUTION INC	CURRENT TRANSFORMER PIN/SPLICE	523.98
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	95.57

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Economic Development  
Chamber ■ Main Street

April 28, 2014

Chief of Police  
City of Wayne  
306 Pearl St.  
PO Box 8  
Wayne, NE 68787

Dear Chief Chinn:

On behalf of the Chicken Show Committee, this letter is a request for street closures during the 34th Annual Chicken Show, Friday and Saturday, July 11 and 12, 2014.

On Friday, July 11, the Committee is requesting the closure of the following streets from 2:30 pm until 2 am for the Annual Henoween celebration: Main Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street (not including the end intersections); 2<sup>nd</sup> Street from Pearl Street to Logan Street and; and 3<sup>rd</sup> Street from Pearl Street to Logan Street, not including the Pearl and Logan intersections.

On Saturday, July 12, the Committee is requesting the closure of the following streets from 6:00 am until 5:00 pm, for the Annual Chicken Show celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln Street from 10<sup>th</sup> Street to 8<sup>th</sup> Street; and, Douglas Street from 8<sup>th</sup> Street to 10<sup>th</sup> Street. Intersections at 10<sup>th</sup> and Douglas and 10<sup>th</sup> and Lincoln Streets and 9<sup>th</sup> and Lincoln are requested to be closed.

Finally, the Committee is requesting the closure of the following streets on Saturday, July 13 for the Annual Chicken Show Parade from 9:00 am until 11:30 am (or until the end of the parade): Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street (including intersections) and 10<sup>th</sup> Street from Main Street to Lincoln Street. Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street will also be used for the parade.

We ask that all street closures be properly identified adequately prior to the street closing so that event set-up is not delayed. The committee suggests that signs be installed early Friday morning for downtown, and Friday evening for Bressler Park and the parade route on 10<sup>th</sup> and Lincoln Streets.

It is anticipated that additional events on Sunday July 13 will not require street closure.

The Chicken Show Committee appreciates your assistance during this event. Please contact us at 402-375-2240 if you have any questions or concerns regarding these requests.

Sincerely,

A handwritten signature in cursive script that reads "Irene Fletcher".

Irene Fletcher  
Assistant Director

**RESOLUTION NO. 2014-36**

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

WHEREAS, the annual Wayne Henoween Celebration will be held on Main Street between the north side of the intersection from 1<sup>st</sup> Street to the south side of the intersection of 4<sup>th</sup> Street on July 11, 2014, from 2:30 p.m. to 2:00 a.m. (July 12, 2014), at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, the annual Wayne Chicken Show parade will be held on Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street, including the intersections, on July 12, 2014, from 9:00 a.m. until 11:30 a.m., at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, 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 for both events 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.

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; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State of Nebraska, 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 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2014-12**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IX. NONCONFORMING USES BY AMENDING SECTION 90-753 NONCONFORMING STRUCTURES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The Planning Commission held a public hearing on April 7, 2014, and recommended amending Section 90-753 Nonconforming Structures of the Wayne Municipal Code, with the "Finding of Fact" being: Staff's recommendation.

Section 2. That Chapter 90, Article IX, Section 90-753 of the Wayne Municipal Code is amended as follows:

**Sec. 90-753. Nonconforming structures**

(a) Authority to continue. Any structure which is devoted to a use which is permitted in the zoning district in which it is located, but which is located on a lot which does not comply with the applicable intensity of use regulations and/or the applicable yard and height regulations, may be continued so long as it remains otherwise lawful.

(b) Enlargement, repair, alterations. Any nonconforming structure may be enlarged, maintained, repaired remodeled or rebuilt; however, no such enlargement, maintenance, repair or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity of all or any part of such structure; however, a porch which is covered by a roof which extends into the front setback area may be enclosed but not in excess of the area covered by the existing roof. **Any work completed under authorization of this subsection must comply with subsection (c) below.**

(c) Damage or destruction. If any nonconforming structure is damaged or destroyed, by any means, to the extent of more than 60 percent of its current property tax assessed value, such structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located. When a structure is damaged to the extent of 60 percent or less, no repairs or restoration shall be made unless a building permit is obtained within six months and restoration is actually begun one year after the date of such partial destruction and is diligently pursued to completion.

(d) Moving. No nonconforming structure shall be moved in whole or in part for any distance whatever to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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Josh Calkin  
519 Crescent Drive  
Wayne, Nebraska 68787  
(402) 518-8822

May 9, 2014

Lowell D. Johnson  
City Administrator  
City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

Dear Mr. Johnson and members of the Wayne City Council:

I am writing to appeal for reconsideration on the decision by the City of Wayne to declare our dog, Roosevelt, as a vicious animal.

A couple weeks ago my wife's friend, Morgan Swanson, had Roosevelt out for a jog. They stopped so Roosevelt could get a drink and while he was drinking he was approached by a child, Lance Brink. Since Roosevelt was drinking with his head down at the time he didn't see the Lance approach and was startled. He was, at the time, facing a wall near a water fountain and had no way to get away from Lance, and he reacted as many animals will out of fear: he lashed out and bit Lance. The officer reporting to the incident was Sgt. Rick Haase, who stated the opinion at the time that Roosevelt was not acting as a vicious animal, but rather as any cornered and startled animal might.

Roosevelt is three years old and my wife and I have had him since he was a puppy. We have never known him to behave in this way and in fact he is playful, outgoing, and gentle with us, our families and our friends. I do not believe him to be an inherently dangerous animal. That said, my wife and I have agreed to not allow anyone but ourselves to have control of Roosevelt when not on our property and to not bring him to public gatherings where children are present. We are also currently investigating building a fence around our property.

I fully understand the need by the police and the city to pursue the course of action that they did; Roosevelt is a Great Dane and is a large, powerful dog. I am truly sorry for any hurt that our dog may have caused and the Brinks have my deepest apology for the injury to their son. My wife and I simply want to bring our dog home again, since he is a treasured member of our family.

Thank you for your consideration in this matter, and for taking the time to read my request.

Sincerely,



Josh Calkin

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**ORDINANCE NO. 2014-20**

**AN ORDINANCE APPROVING VACATION OF A PORTION OF EAST 4<sup>TH</sup> STREET LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS E. 4TH STREET LYING BETWEEN THE WEST LINE OF CITYSIDE ADDITION AND THE EAST LINE OF CITYSIDE ADDITION.**

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

Section 1. That vacation of the portion of E. 4th Street lying between the west line of Cityside Addition and the east line of Cityside Addition is in the best interests of the City of Wayne, Nebraska.

Section 2. That the portion of E. 4th Street lying between the west line of Cityside Addition and the east line of Cityside Addition., Wayne, Wayne County, Nebraska, is hereby vacated

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

East 4<sup>th</sup> Street from the west line of Cityside Addition to the east line of Cityside Addition abutted on the south and north by Tract E, Cityside Addition.

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** May 6, 2014

**TO:** Mayor Chamberlain  
Wayne City Council

**FROM:** Wayne Planning Commission  
Joel Hansen, Staff Liaison 

At their meeting held on May 5, 2014 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

**Public Hearing: Preliminary and Final Plat for Pace Addition, More Particularly Described as a Replat of Tract E of the Cityside Addition and the Land South of Cityside Addition to Logan Creek; Applicant being Wayne County**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Giese to approve and forward a recommendation to the City Council for the Pace Addition, more particularly described as a Replat of part of the Cityside Addition, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

**Public Hearing: Rezoning Area Referenced to as Lot 1, Pace Addition from R-4 Residential to I-1 Light Industrial and Manufacturing District; Applicant being Wayne County**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Braun and seconded by Commissioner Carstens to approve and forward a recommendation to the City Council for the rezoning request from R-4 Residential to I-1 Light Industrial and Manufacturing District for the area referenced to as Lot 1, Pace Addition, and the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-10 Definitions, Specifically Townhouse; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Sorensen to approve and forward a recommendation to the City Council to amend the definition of Townhouse as stated in the attached exhibit, with the amendments as noted by the Commission, with the findings of fact being the Commission's recommendation. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-10 Definitions, Specifically to add the Definition of Attached; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Giese to forward a recommendation of approval to the City Council to amend Section 90-10 Definitions by adding the definition of Attached, as stated in the attached exhibit, with the findings of fact being the Commission's recommendation. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-10 Definition Specifically to add the Definition of Breezeway; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Carstens to forward a recommendation of approval to the City Council to amend Section 90-10 Definitions by adding the definition of Breezeway, as stated in the attached exhibit, with the findings of fact being the Commission's recommendation. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

**RESOLUTION NO. 2014-38**

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR "PACE SUBDIVISION."**

WHEREAS, the Planning Commission, upon review of the Preliminary and Final Plat of "Pace Subdivision," legally described as:

A tract of land located in the East 1/2 of the Northeast 1/4 of Section 18, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the East 1/2 of the Northeast 1/4 of Section 18, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence S 01°49'37" E on an assumed bearing on the West line of said East 1/2, 454.91 feet to the Northwest corner of Cityside Addition, said point being the Point of Beginning; thence S 01°49'37" E on said West line, 2054.00 feet to the center of Logan Creek; thence N 77°37'34" E on the centerline of said Logan Creek, 551.92 feet; thence N 60°12'00" E on said centerline, 100.00 feet; thence N 30°53'10" W along the West line of a tract of land previously surveyed by Robert H. Jones, dated June 1, 1933, 367.66 feet; thence N 86°39'17" E along the North line of said previously surveyed tract, 416.83 feet; thence N 01°44'43" W and parallel to the East line of said Northeast 1/4, 1444.06 feet to the Southeast corner of Tract "D" of Cityside Addition to the City of Wayne; thence S 87°49'00" W on the South line of said Tract "D", 347.85 feet to the Southwest corner of said Tract "D", point being on the East Right-of-Way line of Thorman Street; thence N 02°12'02" W on said East Right-of-Way line, 135.00 feet the Southeast corner of Mohr's Industrial Tract Subdivision; thence S 87°49'00" W on the South line of said Subdivision, 522.35 feet to the Point of Beginning, containing 35.83 acres, more or less; hereafter known as Lots 1 thru 7 of Pace Addition to the City of Wayne, Wayne County, Nebraska,

on May 5, 2014, recommended approval thereof, based upon the following "Findings of Fact:" Consistency with the Comprehensive Plan and the current and future land use maps, and staff's recommendation; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Preliminary and Final Plat of "Pace Subdivision" be approved subject to the recommendations of the Planning Commission and the foregoing "Findings of Fact."

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2014-13**

**AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF LOT 1, PACE ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM R-4 RESIDENTIAL TO I-1 LIGHT INDUSTRIAL.**

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

Section 1. That the real estate area shown on the attached map be changed and rezoned to I-1 (Light Industrial). The area being rezoned is legally described as Lot 1, Pace Addition to the City of Wayne, Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on May 5, 2014, regarding this rezoning request, and have recommended approval thereof 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.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described as now in an I-1 (Light Industrial District) zone.

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

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

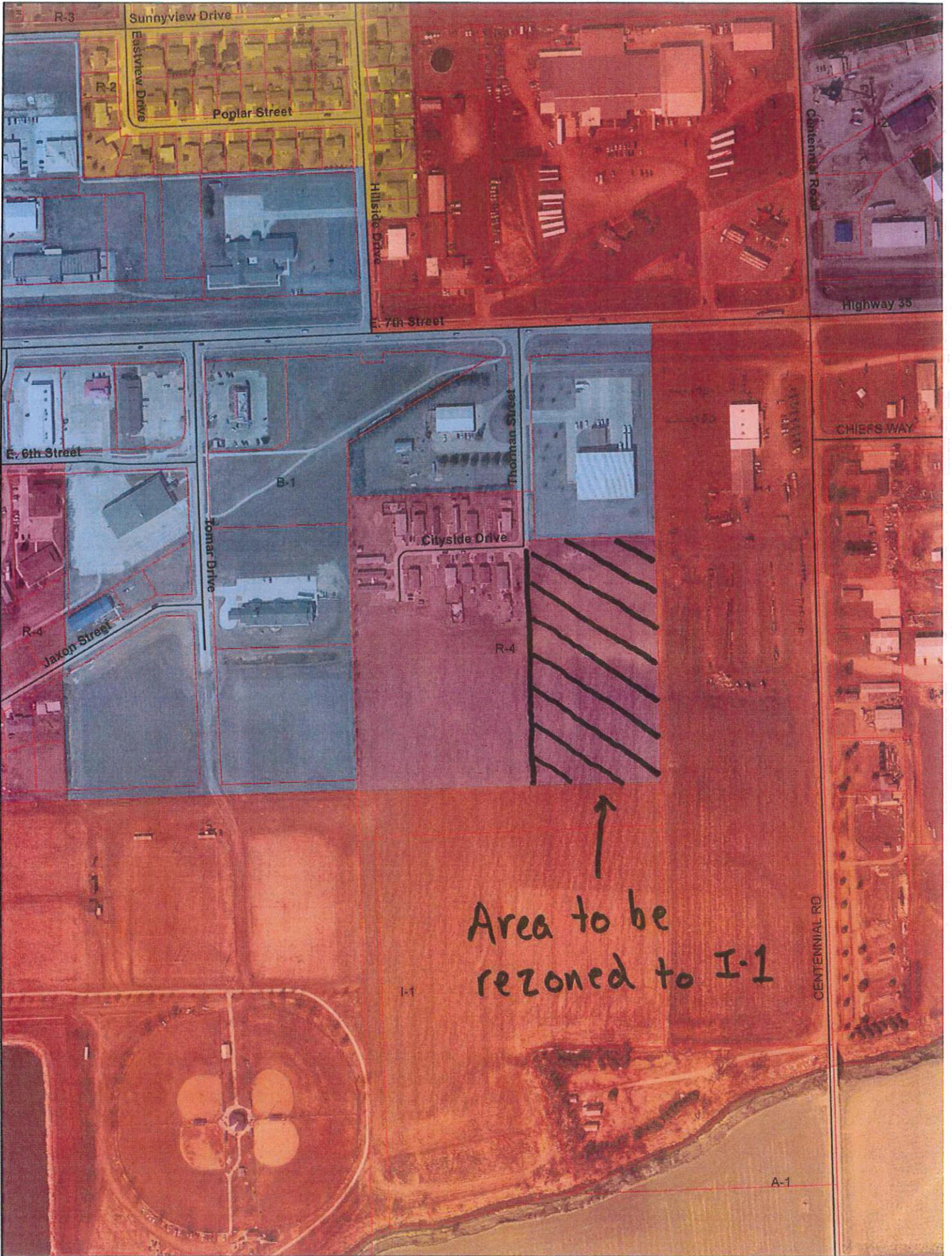
PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Area to be  
rezoned to I-1

**ORDINANCE NO. 2014-14**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The Planning Commission held a public hearing on May 5, 2014, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article I, Section 90-10 of the Wayne Municipal Code is amended as follows:

Sec. 90-10. Definitions.

**Townhouse** means one of a group or row of not less than two, nor more than 12, attached single-family dwellings designed and built as a single structure facing upon a street in which the individual townhouse may or may not be owned separately. **Each dwelling unit shall be on its own lot and shall have its own front and rear access to the outside.** For the purpose of the side yard regulations, the structure containing the row or group of townhouses shall be considered as one building occupying a single lot.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2014-15**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The Planning Commission held a public hearing on May 5, 2014, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article I, Section 90-10 of the Wayne Municipal Code is amended as follows:

Sec. 90-10. Definitions.

**Attached** (for the purpose of determining when new construction constitutes enlarging a primary structure on a lot) means sharing a common wall which has an opening providing access between interior spaces. An enclosed breezeway connecting two structures shall not mean the two structures are attached.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2014-16**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The Planning Commission held a public hearing on May 5, 2014, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article I, Section 90-10 of the Wayne Municipal Code is amended as follows:

Sec. 90-10. Definitions.

**Breezeway** means a narrow structure with a roof and no walls that connects two buildings. An accessory structure connected to a primary structure by a breezeway shall not be considered attached.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ORDINANCE NO. 2014-17

AN ORDINANCE TO AMEND SECTION 78-129 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHWEST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-129 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-129 PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHWEST QUADRANT OF THE CITY.

(a) No person shall, at any time, park a vehicle between the hours of 12:00 midnight and 5:00 a.m. upon any of the following described streets or parts of streets:

~~1. The south side of the centerline of Park Street from the west line of Lincoln Street to the east line of Douglas Street.~~

2. The north side of the centerline of West 13th Street from the **north-south alley between west line of Main Street** to the east line of Lincoln Street.

3. The north side of the centerline of West 13th Street from the west line of Douglas Street to the east line of Sherman Street.

4. The north side of the centerline of West 12th Street from the west line of the north-south alley between Main Street and Pearl Street west to the east line of Sherman Street.

**5. The north side of the centerline of West 11<sup>th</sup> Street from the north-south alley between Main Street and Pearl Street west to the east line of Sherman Street.**

6. The north side of the centerline of West 10<sup>th</sup> Street from the west line of Main Street to the east line of Sherman Street.

7. The north side of the centerline of West 9<sup>th</sup> Street from the west line of Main Street to the east line of Lincoln Street.

8. The north side of the centerline of West 9<sup>th</sup> Street from the west line of Douglas Street to the east line of Sherman Street.

9. The north side of the centerline of West 8<sup>th</sup> Street from the west line of Main Street to the east line of Sherman Street.

10. The west side of the centerline of Pearl Street from the north line of West 7<sup>th</sup> Street north to the city limits.

11. The west side of the centerline of Lincoln Street from the north line of West 7<sup>th</sup> Street north to a point 150 feet south of the south line of West 13th Street.

**12. The west side of the centerline of Douglas Street from the north line of West 7<sup>th</sup> Street north to Park Street.**

**13. The west side of the centerline of Sherman Street from the north line of West 7<sup>th</sup> Street to the city limits.**

14. The south side of the centerline of Fairacres Road from the west line of Sherman Street west to the city limits.
  15. The north side of the centerline of Crescent Drive from the west line of Sherman Street west to the point where Crescent Drive turns north and then on the west side of the centerline north to the south line of Westwood Road.
  16. The north side of the centerline of Westwood Road from the east line of Sherman Street west to the city limits.
  17. The west side of the centerline of Lawndale Drive from the north line of Fairacres Road north to the south line of Westwood Road.
  18. The west side of the centerline of Sunset Drive from the north line of Fairacres Road north to the south line of Westwood Road.
- (b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

Section 2. The original Section and any other sections in conflict with this ordinance are hereby repealed.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ORDINANCE NO. 2014-18

AN ORDINANCE TO AMEND SECTION 78-127 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-127 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-127 PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY.

(a) No person shall, at any time, park a vehicle upon the following described streets or parts of streets:

- (1) The north side of the centerline of Hillcrest Road from the east line of Walnut Street east to where Hillcrest Road turns south and then on the west side of the centerline to the north line of East 10th Street.
- (2) The north side of the centerline of East 10th Street from the east line of Walnut Street east to the city limits.
- (3) The ~~north south~~ side of the centerline of East 10th Street from the east line of ~~Windom Logan~~ Street east to the west line of ~~the north-south alley between Windom Street and Walnut Nebraska~~ Street.
- (4) The north side of the centerline of East 9th Street from the east line of Main Street east to the west line of Pine Heights Road.
- (5) The north side of the centerline of East 8th Street from the east line of Main Street east to the north-south alley east of Windom Street.
- (6) The west side of the centerline of Logan Street from a point 25 feet north of the north line of East 7th Street north to the south line of East 10th Street.
- (7) The west side of the centerline of Nebraska Street from the north line of East 7th Street north to the south line of East 10th Street.
- (8) The west side of the centerline of Windom Street from the north line of East 7th Street north to the south line of East 10th Street.
- (9) The west side of the centerline of Walnut Street from a point 190 feet north of the north line of East 7th Street north to the south line of East 9th Street.
- (10) The west side of the centerline of Walnut Street from the north line of East 9th Street north to the south line of Hillcrest Road.
- (11) The west side of the centerline of Pine Heights Road from the north line of East 7th Street north to the south line of East 10th Street.
- (12) The west side of the centerline of Lilac Lane from the north line of East 10th Street north to the south line of Hillcrest Road.
- (13) The west side of the centerline of Walnut Street from the north line of Hillcrest Road north to the south line of East 14th Street.

- (14) The east side of the centerline of Circle Drive from the north line of East 9th Street north to the circle.
  - (15) The west side of the centerline of Claycomb Road from the north line of East 14th Street north to the city limits.
  - (16) The west side of the centerline of Linden Street from the north line of East 14th Street north to the south line of Aspen Street.
  - (17) The north side of the centerline of Aspen Street from the east line of Claycomb Road east to the city limits.
  - (18) The west side of the centerline of Hillside Drive from the north line of 7th Street north to the city limits.
  - (19) The west side of the centerline of Eastview Drive from the north line of Poplar Street north to the south line of Sunnyview Drive.
  - (20) The north side of the centerline of Poplar Street from the east line of Eastview Drive to the west line of Hillside Drive.
  - (21) The north side of the centerline of Sunnyview Drive from the east line of Providence Road east to the west line of Hillside Drive.
- (b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

Section 2. The original Section and any other sections in conflict with this ordinance are hereby repealed.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

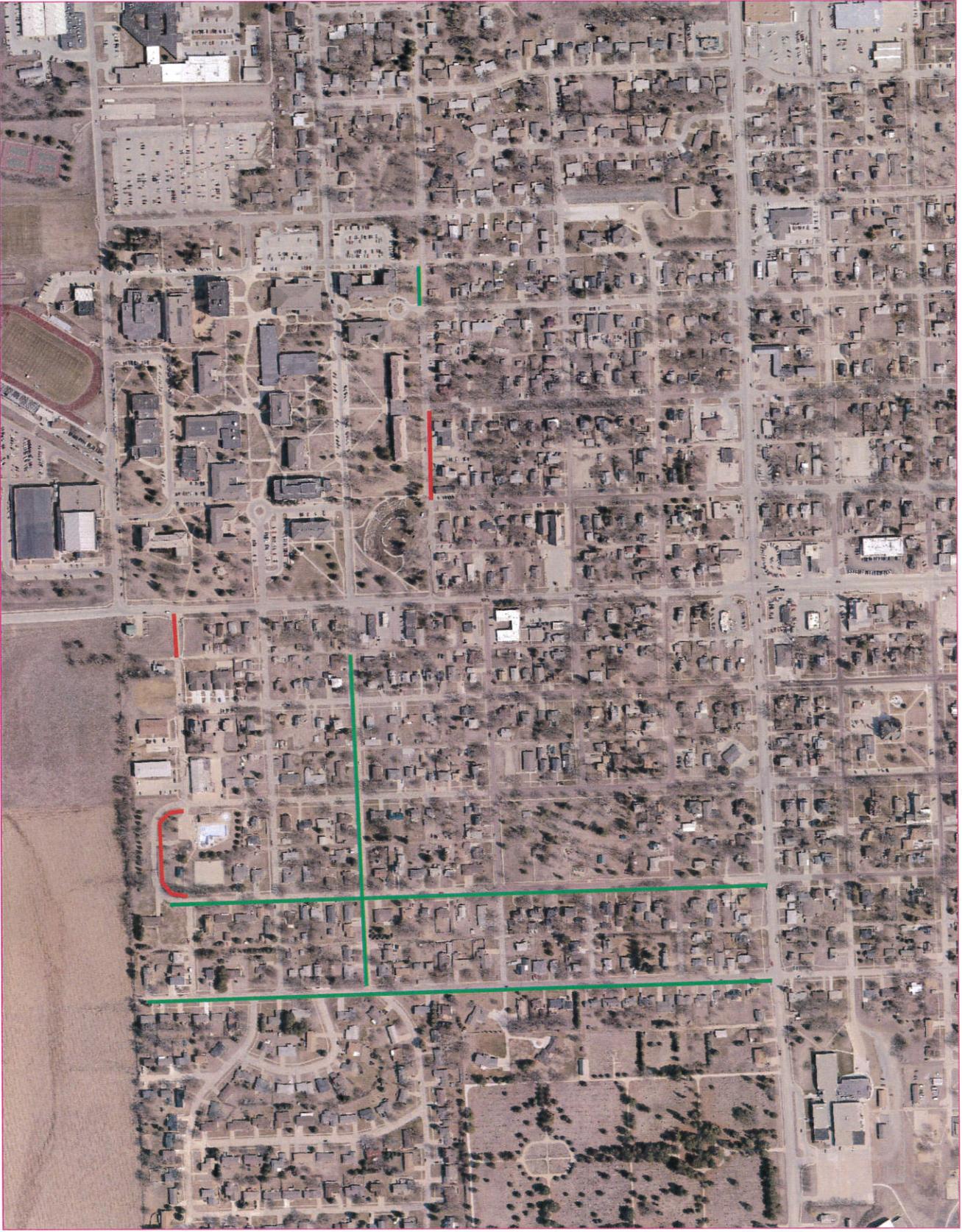
THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

← N -



█ Add to ordinance  
█ Remove from ordinance.

**ORDINANCE NO. 2014-19**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 26 CIVIL SERVICE, ARTICLE III CIVIL SERVICE COMMISSION, SECTION 26-82 APPOINTMENT OF MEMBERS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Chapter 26, Article III, Section 26-82 of the Wayne Municipal Code is hereby amended to read as follows:

**Sec. 26-82. Appointment of Members**

The members of the Civil Service Commission shall be appointed by the Mayor, by and with a majority vote of the Council. At the time of any appointment, not more than ~~three~~ ~~two~~ members of the Civil Service Commission, including the ones to be appointed, shall be registered electors of the same political party.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2014-39**

**A RESOLUTION APPROVING LETTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES FOR THE “WAYNE AIRPORT WASTEWATER PUMP STATION PROJECT.”**

WHEREAS, the Wayne City Council is desirous of entering into an Agreement with Olsson Associates for professional services regarding the “Wayne Airport Wastewater Pump Station Project:” and

WHEREAS, a proposal has been requested and received from Olsson Associates for a sum not to exceed \$23,985.00; and

WHEREAS, staff recommendation is to accept said proposal of Olsson Associates.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Letter Agreement between the City of Wayne and Olsson Associates for the “Wayne Airport Wastewater Pump Station 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 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

April 25, 2014

City of Wayne  
Attn: Lowell Johnson  
306 Pearl Street  
Wayne, NE 68787

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Wayne Airport Wastewater Pump Station (the "Project")  
Wayne, Nebraska

Dear Mr. Johnson:

It is our understanding that the City Wayne, Nebraska ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 21, 2014  
Anticipated Completion Date: December 2014

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

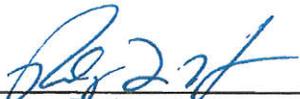
If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$23,985.00.

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By  \_\_\_\_\_  
Rodney L. Hanson

By  \_\_\_\_\_  
Chad P. Kehrt

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF WAYNE, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments  
General Provisions  
Scope of Services

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 25, 2014 between City of Wayne, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the

signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

## 7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

## 7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

## 7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

## 7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## 7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for

damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of

responsibility and liability, as set forth herein, shall be specifically applied.

#### 7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### 7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### 7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### 7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

## **7.14 Limitation on Damages**

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

## **7.15 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

## **SCOPE OF SERVICES**

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 25, 2014 between City of Wayne, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Wayne, Nebraska

Project Description: Design and construction services for a new wastewater pump station at the airport.

### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### **DESIGN SERVICES**

##### **Phase 100 - Site Investigation**

###### **Task 101 – Survey**

Perform topographic survey of the site. Locate utilities marked by One Call locates.

##### **Phase 200 – Design Services**

###### **Task 201 – Preliminary Design**

Prepare plan and profile. Determine limits of construction. Review hydraulic analysis.

###### **Task 202 - Progress Meetings**

Olsson will conduct one progress meeting with the Client to discuss the alignment and pump station options. Olsson will prepare and distribute minutes of the meeting.

###### **Task 203 – Final Design and Construction Documents**

Olsson will prepare detailed drawings and technical specifications for the proposed sanitary sewer and pump station. The specifications shall contain contracts, bid forms, bidding instructions, General and Supplementary Conditions.

###### **Task 204 – Quality Control**

Olsson will conduct internal quality reviews at the 30 and 90 percent design stages.

Olsson will provide three sets of drawings and specifications to the Client at the 90 percent design stage, conduct a meeting with Client to discuss their review comments, and resolve questions or concerns.

### **Task 205 – Opinion of Probable Cost (OPC)**

Olsson will prepare an OPC of project construction work.

## **BIDDING SERVICES**

### **Phase 300 – Bid Phase Services**

#### **Task 301 - Prepare Notice to Bidders and Issue Documents**

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

#### **Task 302 - Review and Evaluate Bids**

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

#### **Task 303 - Conform Documents**

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

## **CONSTRUCTION SERVICES**

### **Phase 400 – Construction Phase Services**

#### **Task 401 - Construction Administration**

Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
3. Review contractor pay applications.
4. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.

**Task 402 – Construction Observation**

Olsson will conduct two site visits per week for eight weeks to observe construction activities.

**Task 403 – Project Close Out**

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

**Task 404 - Record Drawings**

Olsson will prepare record drawings, based on contractors' "red lines." A PDF version of the record drawings will be submitted to the Client.

**Task 405 – Warranty Walk-through**

Olsson will conduct a Warranty walk-through with the Client and contractor(s) to remedy deficiencies prior to the expiration of the warranty period. A "punch list" of deficiencies will be prepared and distributed.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**OLSSON ASSOCIATES, INC.**

By  \_\_\_\_\_  
Rodney L. Hanson

 \_\_\_\_\_  
Chad P. Kehrt

If you accept this Scope of Services, please sign:

**CITY OF WAYNE, NE**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

**RESOLUTION NO. 2014-40**

**A RESOLUTION TO ADOPT EMPLOYMENT AGREEMENT.**

WHEREAS, the City of Wayne, Nebraska, and Lowell D. Johnson, City Administrator, have entered into an employment agreement.

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

1. The attached Employment Agreement is approved and adopted.
2. The parties are directed to execute said Employment Agreement.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2014-41**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE MARKET BASED RATE PARTIAL AND FULL REQUIREMENTS AGREEMENT PREVIOUSLY ENTERED INTO WITH BIG RIVERS ELECTRIC CORPORATION.**

WHEREAS, the City of Wayne is a political subdivision of the State of Nebraska providing retail electric service to its residents; and

WHEREAS, Big Rivers Electric Corporation is a Kentucky electric generation and transmission cooperative, organized and existing under the laws of the Commonwealth of Kentucky; and

WHEREAS, the City of Wayne entered into a Market Based Rate Partial and Full Requirements Agreement dated as of December 20, 2013, relating to the provision of electric services by Big Rivers Electric Corporation to the City of Wayne; and

WHEREAS, it has become necessary to amend said agreement by way of Amendment No. 1, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Amendment No. 1 to the Market Based Rate Partial and Full Requirements Agreement attached hereto is hereby approved, and the Mayor is authorized to execute said Amendment No. 1 on behalf of the City.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AMENDMENT NO. 1 TO MARKET BASED RATE  
PARTIAL AND FULL REQUIREMENTS AGREEMENT**

This AMENDMENT NO. 1 TO MARKET BASED RATE PARTIAL AND FULL REQUIREMENTS AGREEMENT (this "Amendment") is dated as of \_\_\_\_\_, 2014 ("Effective Date"), and is by and between Big Rivers Electric Corporation ("Company"), and the CITY OF WAYNE, NEBRASKA ("Customer") (each individually a "Party," or collectively, the "Parties").

**RECITALS**

**WHEREAS**, Company and Customer entered into a Market Based Rate Partial and Full Requirements Agreement, dated as of December 20, 2013, relating to the provision of electric services by Company to Customer thereunder (the "Existing Agreement"); and

**WHEREAS**, it is a condition to the effectiveness of the Existing Agreement and the Parties obligations thereunder that the Company comply with its obligations under its financing arrangements with the USDA Rural Utilities Service ("RUS") relating to approval of the Existing Agreement, and RUS has conditioned its approval of the Existing Agreement, upon entry into this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows.

1. **Capitalized Terms; Rules of Interpretation.** Capitalized terms used herein and not defined have the meaning given to those terms in the Existing Agreement. The rules of interpretation set forth in the Existing Agreement shall apply to this Amendment as though fully set forth herein.

2. **Amendment of Section 12.1.** The Existing Agreement is amended by deleting the current Section 12.1 and inserting the following in lieu thereof:

12.1 **General Prohibition Against Assignments.** Except as provided in Sections 12.2 and 12.5 below, no Party shall assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall apply to and be binding upon the permitted successors and assigns of the Parties hereto as fully as if the words "successors and assigns" were written herein wherever reference to Company or Customer occurs in this Agreement.

3. **Amendment to Article 12.** The Existing Agreement is amended by inserting the following new section:

12.5 **RUS Collateral Assignment.** Notwithstanding any other provision of this Agreement to the contrary, Company may, without the written consent of Customer and without relieving itself from liability hereunder, assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through RUS, or other secured party (directly or through an indenture trustee or other collateral agent; collectively, including such indenture trustee or other collateral agent, a "Secured Party"). Thereafter, a Secured Party, without the written consent of Customer, may (i) cause this Agreement (and all obligations hereunder) to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Agreement pursuant to 7 U.S.C. § 907 or if any other Secured Party otherwise first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) to a third party; provided, however, that in either case (A) Company is in default of its obligations that are secured by such security interest and that the applicable Secured

Party has given Customer written notice of such default; and (B) the applicable Secured Party has given Customer not less than thirty (30) days' prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) indicating the identity of the intended third-party assignee or purchaser. For the avoidance of doubt, the limitations on assignment set forth in Section 12.2 shall not apply to assignments to sales, assignments, transfers or other dispositions pursuant to this Section 12.5.

4. **No Other Changes.** Except as otherwise expressly provided or contemplated by this Amendment, all of the terms, conditions and provisions of the Existing Agreement remain unaltered and in full force and effect. The Existing Agreement and this Amendment shall be read and construed as one agreement.

5. **Interpretation.** The interpretation and performance of this Amendment shall be in accordance with and controlled by the laws of the Commonwealth of Kentucky, without giving effect to its conflicts of law provisions, except that issues pertaining to Customer's status as a municipal entity or the applicability of the Nebraska Public Information Act shall be governed by Nebraska law.

6. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby; and the Parties hereby agree to effect such modifications to this Agreement as shall be reasonably necessary in order to give effect to the original intention of the Parties.

7. **Counterparts.** This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

8. **Headings.** Article and section headings used throughout this Agreement are for the convenience of the Parties only and are not to be construed as part of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf as of the date first above written.

**CITY OF WAYNE, NEBRASKA**

By: \_\_\_\_\_

Name: Ken Chamberlain

Title: Mayor

**BIG RIVERS ELECTRIC CORPORATION**

By: \_\_\_\_\_

Name: Mark A. Bailey

Title: President and CEO

**RESOLUTION NO. 2014-42**

**A RESOLUTION APPROVING THE 2014 GRANT CONTRACT BETWEEN THE NEBRASKA CITY-COUNTY MANAGEMENT ASSOCIATION AND THE NEBRASKA ENVIRONMENTAL TRUST.**

WHEREAS, the City of Wayne, which is part of the Nebraska City-County Management Association, is desirous of entering into the 2014 Grant Contract with the Nebraska Environmental Trust for 2014 funding.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the 2014 Grant Contract between the Nebraska City-County Management Association and the Nebraska Environmental Trust be approved, and the City Administrator and/or Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# NEBRASKA ENVIRONMENTAL TRUST

## 2014 GRANT CONTRACT

### A. PARTIES TO THE CONTRACT

This contract is entered into by and between the Nebraska Environmental Trust (the Trust) and the **Nebraska City-County Management Association** (the Sponsor).

### B. PRIMARY CONSIDERATIONS OF THE CONTRACT

The Sponsor submitted an application, **14-149- Connecting Nebraska Communities Driving America's Fuel!** to the Trust for a grant on or before September 3, 2013. On April 3, 2014, following evaluation of the application and any attachments, the Trust Board approved a grant in the amount of up to **\$402,300** to be awarded as provided by this contract consistent with the Environmental Trust Fund Act of 1992 and subsequent provisions, rules and regulations and pending available funds. The project application and all associated documents are by reference made part of this contract. By entering into this contract, the Sponsor(s) commit to the implementation of the project as described in the application, and subsequent correspondence, documentation and amendments.

At the request of the Trust, a new budget outline will be prepared by the Sponsor. This outline replaces any previous project budget information submitted and is by reference made part of this grant contract.

### C. TERM OF THE FUNDING PERIOD AND CONTRACTUAL OBLIGATIONS

The project funding period shall begin with the last date this contract is signed and shall terminate on **June 30, 2015**. Funds not expended within this period shall be immediately forfeited by the Sponsor without action by the Trust. The terms and conditions of this contract shall remain in effect for the useful life of the project and its components, except as otherwise provided.

### D. REPORTING OBLIGATIONS OF THE SPONSOR

#### **1. Financial Reports and request for disbursement.**

The Sponsor hereby agrees to submit properly documented statements of costs for which grant funds are sought, pursuant to the terms of this contract, for approved grant activities on a form that will be supplied by the Trust. Proper documentation shall be considered to be copies of invoices containing the name and address of the vendor and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the project representative of the Sponsor(s).

The Trust will reimburse the Sponsor for these costs following receipt of the statements and reports specified in this section, subject to conditions contained in this section, Section E and elsewhere in this contract.

The Sponsor agrees to file such statements and reports according to the following schedule:

<u>Project Period</u>	<u>Report Due Date</u>
From inception through June 30, 2014	July 31, 2014
From July 1 through September 30, 2014	October 31, 2014
From October 1 through December 31, 2014	January 31, 2015
From January 1 through March 31, 2015	April 30, 2015
From April 1 through June 30, 2015	July 31, 2015

#### **2. Project progress and activity reports.**

The Sponsor agrees to provide periodic reports including a narrative description of all project activities, participants, outcomes, variances and deviations from the project application according to the above schedule.

A final report is also due 30 days after the termination of the contract. This report must include a summary of the activities, partners, and results of the project from inception to completion and include all in-kind and matching contributions. This final report must also include quantifying results and statistics about the project's success. The report should include results such as volumes recycled, acres planted, acres restored, linear feet of bank restored, etc.

#### **E. CONDITIONS GOVERNING TRANSFER OF FUNDS**

The Trust will transfer the funds specified in this contract to the Sponsor following receipt and audit of required documentation as specified in Section D. The Trust may, at its discretion, reduce the amount of any transfer or withhold payment pending resolution of any dispute regarding any expenditure, activity or statement submitted by the Sponsor.

All funds disbursed to the Sponsor pursuant to this contract shall be disbursed solely for costs necessarily incurred in the execution of the project as described in the application and associated documents, including any amendments thereto which are approved by the Trust.

Any and all interest earned by the grant funds after transfer to the Sponsor are considered a part of the grant and are subject to all requirements and conditions of the grant. Such interest is to be reported on the first report filed by the Sponsor as required in Section D of this contract after such interest is accounted to the Sponsor.

Costs paid, accrued or authorized by the Sponsor prior to the effective date of this contract shall be incurred at the risk of the Sponsor and the Sponsor shall not be entitled to reimbursement without specific Trust approval.

The Trust may suspend financial assistance provided under this contract pending corrective action required of the Sponsor by the Trust or pending a decision to terminate the grant by the Trust as described in Section K of this agreement or under any provisions of Nebraska law.

#### **F. PROJECT MODIFICATION**

The Sponsor will promptly report all proposed additions, deletions or modifications of any component of the project, or any changes in the purpose or purposes of the project by submitting to the Trust in writing a request to amend the agreement. The Trust will not be liable for funding any portion of such additions, deletions or modifications until and unless it has affirmed in writing to the Sponsor approval of the amendments proposed. Requests for extensions of the expiration date must be received prior to the expiration date of the contract to be considered. If the extension request puts the project beyond the three year project limit it must be considered by the Trust board. The board will consider whether additional time will allow the project to be completed as stated in the application and/or as previously modified and whether delays in the project timeline are due to circumstances beyond the control of the sponsor. Any funds remaining at the end of the project period will be returned to the Trust.

#### **G. PUBLIC NOTICE OF GRANT AWARD**

The Sponsor agrees to provide prominent display of the Trust logo and text acknowledging the use of the grant at any project site impacted by the grant, on major pieces of equipment purchased with grant funds, and in publications referencing the funded project. Language provided by the Trust shall be included in all media releases and other publicity pieces developed by the Sponsor about the funded project.

To the extent requested by the Trust, and its agents, to include the Nebraska Lottery, the Sponsor agrees to: 1) the use of the Sponsor's name, project name and description; 2) documentation of project development activities and successes for use in broadcasts, publications and advertisements; 3) placement of signs provided by the Trust and the Nebraska Lottery on the project location or otherwise displaying acknowledgment that said project is funded, or partially funded, by the Nebraska Lottery; and 4) coordination with the Trust and the

Nebraska Lottery in various events, including announcement of the grant, presentation of signs and displays, and similar events.

#### **H. LICENSES/PERMITS**

The Sponsor shall acquire, obtain or receive all state and federal licenses and/or permits required by law prior to initiation of the project. It is the responsibility of the Sponsor to discover and comply with all state, local and federal rules, regulations or laws that pertain to the implementation and completion of the project. The Sponsor shall include copies of all such licenses/permits to the Trust with the activity reports submitted to the Trust office.

#### **I. SITE INSPECTIONS**

The Sponsor agrees to promptly submit to all requests for site inspections by any state or federal official acting in the course of his/her duties. The Sponsor agrees to make available all financial records and documents as necessary on request of the Trust or its agents. Financial records, supporting documents and all other records pertinent to this grant shall be retained for a period of three years following notification from the Trust Board that the grant has been officially closed, except the records shall be retained beyond the three-year period if audit findings have not been resolved.

#### **J. TRANSFER/DISPOSAL OF REAL OR PERSONAL PROPERTY**

The Sponsor will not sell, lease, transfer, exchange, mortgage or encumber in any manner whatsoever all or any portion of any real (including land acquisitions, easements or improvements) or other property acquired in whole, or in part, by Trust funds without the prior written permission of the Trust, which will not be unreasonably withheld. The Sponsor shall notify the Trust in writing of any proposed sale, lease, transfer, exchange, mortgage or encumbrance at least thirty days in advance and obtain written approval from the Trust. In the event that the Trust does not agree to the sale, lease, transfer, exchange, mortgage or encumbrance of said property, the Sponsor may repay the value of the grant to the Trust and is released from all further obligations. Otherwise repayment will be calculated according to the adopted policies of the Trust board regarding the transfer or sale of Trust funded equipment. The Sponsor will notify the Trust when any equipment purchased in whole or in part with grant funds is no longer usable during the service life of the equipment.

#### **K. TERMINATION OF THE CONTRACT PRIOR TO EXPIRATION DATE**

The Sponsor understands and agrees that failure to comply with any of the terms of this contract may result in the revocation or cancellation of Trust approval and funding and/or a demand for repayment of any funds previously paid to the Sponsor by the Trust.

The Trust may terminate the project, in whole or in part, at any time before the expiration date of this contract whenever the Trust determines that the Sponsor has failed to comply with the conditions of the grant. The Executive Director of the Trust will promptly notify the Sponsor in writing of the determination and the reasons for the termination, together with the effective date.

By mutual agreement, the project may be terminated, modified or amended. When both parties agree to terminate the grant, in whole or in part, the parties will agree upon the termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

Trust payments to the Sponsor or recoveries by the State of Nebraska under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

## **L. LIABILITY**

The Sponsor agrees to hold and save the State of Nebraska, the Environmental Trust Board, and their officers, agents and employees free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due to, or incidental to, either in whole or in part, and whether directly or indirectly, the design, construction, operations, repairs, maintenance, implementation, assistance or failure of the project, or any of its works or facilities.

## **M. ADDITIONAL TERMS AND CONDITIONS**

### **HISTORIC PRESERVATION:**

The Sponsor agrees to undertake at its own expense any action that may be required to determine the presence of cultural resources and to undertake any subsequent measures which may be required to ensure the preservation of such resources which may be discovered. The Sponsor agrees to comply with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended, where historic structures are determined to exist on any site where Trust Funds are expended.

### **THREATENED & ENDANGERED SPECIES:**

The Sponsor agrees to undertake at its own expense any action that may be required to ensure compliance with the Nongame and Endangered Species Conservation Act is Neb. Rev. Stat. 37-801 to 37-811.

### **OPERATIONS:**

All operation, replacement and maintenance of the project shall be carried out and applied in such a manner so as to accomplish the purposes of the project as set forth in the Sponsor's application and associated materials, including any amendments thereto which have been approved by the Trust, for the useful life of the project.

### **ENGINEERING:**

The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site as appropriate to ensure that the completed work conforms substantially in accordance with the proposed plans and specifications, according to accepted standards and practices.

### **EQUIPMENT:**

The Sponsor will report to the Trust all equipment purchased with full or partial funding on a form to be provided by the Trust. The Sponsor will identify such equipment as purchased with Trust funding in the Sponsor's inventory for the useful life of the equipment.

The Sponsor will obtain at least two (2) bids for any equipment purchased costing \$1,000.00 or more, for which more than one vendor is available. The Sponsor will provide the names of bidders to the Trust at the time a request for reimbursement is submitted. Such bids shall be held in the Sponsor's files for three (3) years.

The Sponsor agrees to purchase and maintain property insurance at its own expense to insure all equipment valued at \$1,000 or more which is purchased in whole or in part with funds received from the Trust. This insurance shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such equipment in an amount equal to the replacement value of the equipment for the useful life of the equipment (as defined in the Nebraska Depreciation for personal property used in business tables). The Sponsor shall name the Trust beneficiary of the policy and shall assure that proof of coverage shall be kept current. Evidence of current coverage will be requested annually by the Trust office. Upon request for reimbursement the Sponsor will provide the Trust with the policy of insurance for equipment purchased, in whole or in part, with funds received from the Trust.

**REAL ESTATE:**

Additional conditions exist beyond the expiration date of this contract. These conditions include continued access to the properties affected by this contract for periodic reviews and visits, annual accounting reports on Trust funded Defense Funds (Easements Only) and proof of annual tax payments. The Trust must also be notified in writing of any plans to sell, lease, transfer, exchange, mortgage or encumber the property. The Sponsor will be required to obtain written Trust approval for any such transaction and negotiate the terms of the transaction with the Trust (which may include partial or whole repayment of the grant). If the Trust determines, at any time prior to or following expiration of this contract, that the Sponsor has failed to comply with the terms and conditions of this contract it may take action to recover Trust contributions to the project. The terms and conditions of this contract shall survive the expiration date of this contract.

Nebraska law shall govern the interpretation and enforcement of this contract. The parties acknowledge that this contract, as outlined in Section B, contains the entire agreement between them, supersedes any prior agreements and conversations, and may not be modified except by written agreement signed by all parties.

**NEBRASKA ENVIRONMENTAL TRUST**

**AUTHORIZED REPRESENTATIVE OF SPONSOR**



By: \_\_\_\_\_  
Paul L. Dunn, Chair

Date: April 3, 2014

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_



By: \_\_\_\_\_  
Mark A. Brohman, Executive Director

Date: April 3, 2014

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# The Nebraska Environmental Trust

preserving NATURAL NEBRASKA™ for future generations

## EQUIPMENT POLICY

### GENERAL POLICIES:

1. Grant funds may be expended for equipment purchases only as specified in the grant contract. Modifications must be approved in advance in writing.
2. A grantee must report to the Trust all equipment purchased in full or in part with grant funds on the Equipment Inventory Form (reverse side of this form). The grantee is responsible for maintaining the equipment in good repair. The grantee must be able to identify and locate such equipment for a representative of the Trust at any time during normal business hours. A sticker identifying the Trust as a funder of the project should be placed on all equipment purchased with Trust funds and will be provided by the Trust.
3. A grantee may not sell, lease, transfer, exchange, mortgage or encumber any piece of equipment purchased in full or in part with grant funds during the useful life of the equipment without the prior written permission of the Trust. (Useful life may be defined according to Nebraska Depreciation for personal property used in business tables).
4. The Trust Board maintains a policy on the transfer or sale of Trust-funded equipment. Any sale or transfer of equipment must abide by this policy regarding any proceeds.
5. A grantee must notify the Trust within 30 days when any equipment purchased in full or in part with grant funds is no longer serviceable during the useful life of the equipment.

### BID POLICY: (For any purchase of personal property valued at \$1,000 or more)

1. A grantee is required to obtain at least 2 (two) bids for equipment unless:
  - a) a vendor was named in the grant application.
  - b) the grantee is a public subdivision with a different bidding policy. The grantee must submit a copy of their bidding policy to the Trust, in order to proceed according to their policy.
2. The grantee must accept the lowest reasonable bid when products are substantially equivalent. If the lowest bid is not accepted, the grantee must provide the rationale for accepting a higher bid.

### INSURANCE:

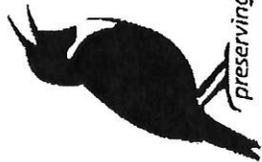
A grantee is required to purchase and maintain property insurance at its own expense to insure all equipment valued at \$1,000 or more which is purchased in whole or in part with funds received from the Trust. This insurance shall include "all risk" insurance for physical loss or damage including theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such equipment in an amount equal to the replacement value of the equipment for the useful life of the equipment. The grantee shall name the Trust as beneficiary of the policy and shall assure that proof of coverage be kept current. The Trust will request proof of current insurance coverage each year on or about the renewal date of such policy.

### UCC FINANCING STATEMENT:

If the total of all equipment purchased with Trust grant funds is over \$25,000 the Trust will file a UCC Financing Statement with the Nebraska Secretary of State's Office to ensure first lien status on all equipment purchased in whole or in part with grant funds. The Trust will relinquish interest in the equipment once the expected service life date (as determined by the Trust) is reached.

### OTHER:

File the Report on Equipment Bids and Purchases form as appropriate whenever equipment is purchased with Trust grant funds as described above. **The form is due with the first report following the date of purchase.**



# The Nebraska Environmental Trust

Preserving NATURAL NEBRASKA™ for future generations

## REPORT ON EQUIPMENT BIDS AND PURCHASES

ITEM DESCRIPTION YEAR/MODEL/SERIAL #	VENDOR/BIDDER	BID AMOUNT	BID ACCEPTED?	PURCHASE DATE
10' No-Till Drill	Great Plains	29,350	✓	6-5-10
10' No-Till Drill	Sukup	32,000		

Sample

Project No. \_\_\_\_\_ Project Sponsor: \_\_\_\_\_

I certify that this report is correct and just; that all expenses were necessary expenses of the project and were incurred in accordance with the approved grant agreement, including amendments thereto; and that progress of work and services under the project agreement is satisfactory and consistent with the grant agreement. We agree to abide by all applicable policies of the Trust with regard to equipment as specified on the reverse side of this form.

FOR THE SPONSOR: You Sign Here DATE: 7/25/10

TYPED OR PRINTED NAME: Printed Name TITLE: Title



# The Nebraska Environmental Trust

*preserving NATURAL NEBRASKA™ for future generations*

**Dave Heineman, Governor**

*Mark A. Brohman, Executive Director*

FOR IMMEDIATE RELEASE

CONTACT:

**DRAFT RELEASE – 14-149**

## **Nebraska City-County Management Association Receives Grant from Nebraska Environmental Trust**

Lincoln, NE – April 5, 2013 – Nebraska City County Management announced today that it will receive \$402,300 from the Nebraska Environmental Trust for the “Connecting Nebraska Communities Driving America’s Fuel” project. The Trust Board announced funding for the project at its meeting on April 3, 2014 in Lincoln. The project is one of the 132 projects receiving \$21,750,000 in grant awards from the Nebraska Environmental Trust this year. Of these, 56 were new applications and 76 are carry-over projects.

The Nebraska City-County Management Association (NCMA) is a statewide professional association of city managers of Nebraska's larger communities, through ten self-selected local governments. In partnership with the University of Nebraska-Lincoln (UNL), Electric Transportation Partners (ETP), Nebraska Public Power District (NPPD) and Nebraska Clean Cities Coalition (NeC3), is proposing a phased-in community based initiative to promote, illustrate and document the public benefits (economic and air quality benefits) of alternative fuel vehicles (AFVs) and alternative fuels at the local level.

The ten NCMA member communities, Gothenburg, Lexington, Holdrege, Seward, Central City, Wayne, South Sioux City, Dakota City, Bellevue and Nebraska City, with support of their local governments, will purchase a total of four CNG vehicles, thirteen electric vehicles (Evs) and thirteen EV charging stations (EVSC) through this grant, agreeing to provide a minimum of a 50/50 match or up to \$ 15,000 per AFV and \$3600 per EVSE. The objectives of the project are to promote wide-scale use of AFVs, resulting in pollution reduction and increased savings, accelerating the AFV and alternative fuels market in Nebraska. With the support of the



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participating communities, the research and public education objectives will document the environmental and economic benefits of this adoption. Specifically, the research team will collect, analyze and report data monthly to administrators during the grant term to assess the economic and air quality benefits of AFVs, developing recommendations to support this initiative. A public education campaign objective will be developed to promote AFVs to the public and disseminate the research findings and potential improvements to the State of Nebraska.

The Nebraska Legislature created the Nebraska Environmental Trust in 1992. Using revenue from the Nebraska Lottery, the Trust has provided over \$213 million in grants to over 1,600 projects across the state. Anyone – citizens, organizations, communities, farmers and businesses – can apply for funding to protect habitat, improve water quality and establish recycling programs in Nebraska. The Nebraska Environmental Trust works to preserve, protect and restore our natural resources for future generations.



# The Nebraska Environmental Trust

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**Dave Heineman, Governor**

*Mark A. Brohman, Executive Director*

April 4, 2014

Mr Lance Hedquist  
City Of South Sioux City  
1615 1st Avenue  
South Sioux City, NE 68776-2245

RE: 14-149- Connecting Nebraska Communities Driving America's Fuel!

Dear Mr Hedquist,

It is our pleasure to convey to you the results of the Environmental Trust Board action on April 3, 2014 and to confirm that your application was funded in the amount of \$402,300 for 2014. Please accept our hearty congratulations! We look forward to the success of this project, and are excited to be a partner in your efforts to enhance our natural environment.

Two copies of your grant agreement are enclosed. Any restrictions or conditions that were attached to your award are specified in this document. Please contact Mark Brohman at this address if you have any questions or concerns to clarify before signing and returning one (1) copy to this office. The contract becomes effective on the date we receive this signed document. Funds become available to you at that time. In addition to the grant contract, the following documents are enclosed. Please complete and return these four forms to our office by April 30, 2014.

- 2014 Public Information Plan
- 2014 Contract Budget Summary
- Grantee Information Form
- Direct Deposit Enrollment

It is important that you understand the following points:

1. Report forms for your project are available on line at [http://www.environmentaltrust.org/grants/reporting\\_forms.html](http://www.environmentaltrust.org/grants/reporting_forms.html)
2. Your reporting schedule and conditions of disbursement are specified in your grant agreement. Most agreements provide you 30 days to file reports for the previous reporting period. You do not need to wait until the 28<sup>th</sup> day, for example, to file your report. We process requests in the order in which they are received. Failure to file reports as detailed in your agreement may result in forfeiture of your grant.

3. Please be sure to reference your project number on any correspondence concerning your grant. Copies of invoices must accompany reimbursement requests. Incomplete or improperly filed reports may be returned for corrections before processing.
4. Payments will not be issued until a complete and satisfactory report has been filed. Errors and omissions will delay your funds transfer. If you have any questions whatsoever about what is required of you under the terms of the agreement please contact staff.
5. Changes in your budget line items or project activities must be approved in writing BEFORE you make expenditures. If you question whether an expense is eligible or not, please ask in writing before proceeding. We want to emphasize that your award may not be expended on items which were not identified in your contract budget summary, or for other items such as past debt or unforeseen organization expenses please if you have any questions, contact staff before expending funds which may not be recoverable to you.

PLEASE RETURN ONE SIGNED COPY OF YOUR GRANT AGREEMENT AND OTHER FORMS TO OUR OFFICE NO LATER THAN APRIL 30, 2014. FUNDS WILL NOT BE AVAILABLE UNTIL ALL DOCUMENTS ARE RECEIVED.

Congratulations on your successful application! Please feel free to contact our staff or me if we can provide any further information or answer any questions.

Sincerely,



Mark A. Brohman  
Executive Director

MAB/aa

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**RESOLUTION NO. 2014-43**

**A RESOLUTION ORDERING THE CONSTRUCTION OF A SIDEWALK ON TAX LOT 22 (50X100 FT. TRACT) IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4, EAST OF THE 6<sup>TH</sup> P.M., WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 111 FAIRGROUNDS AVENUE, WAYNE, NEBRASKA**

**WHEREAS**, the City of Wayne desires a sidewalk on the property located at 111 Fairgrounds Avenue, Wayne, and legally described as Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6<sup>th</sup> P.M., Wayne County, Nebraska, for the use and safety of city residents; and

**WHEREAS**, Section 70-49 of the Wayne Municipal Code states the council may, by resolution, order the construction of a sidewalk on any lot or piece of ground within the city; and

**WHEREAS**, Section 70-49 of the Wayne Municipal Code further states council's intention to construct a sidewalk shall be given by the city clerk by publication of notice one time in a legal newspaper of general circulation in the city, a copy of which shall be served upon the occupant in possession of such property notifying the owner of the premises of the passage of the resolution ordering owner to construct or cause to be constructed a sidewalk within 30 days after the date of publication, and if the owner fails to construct or cause the construction of a sidewalk within the time allowed, the city will cause the sidewalk to be constructed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the Council of the City of Wayne, Nebraska, a sidewalk is ordered to be constructed on 111 Fairgrounds Avenue, Wayne, and legally described as Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6<sup>th</sup> P.M., Wayne County, Nebraska.

**BE IT FURTHER RESOLVED** the city clerk shall publish notice in accordance with Section 70-49 of the Wayne Municipal Code, and the owner of the above-described land shall be given notice of the resolution in accordance with Section 70-49 of the Wayne Municipal Code.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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**RESOLUTION NO. 2014-44**

**A RESOLUTION ORDERING THE CONSTRUCTION OF A SIDEWALK ON TAX LOT 22 (50X100 FT. TRACT) IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4, EAST OF THE 6<sup>TH</sup> P.M., WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 113 FAIRGROUNDS AVENUE, WAYNE, NEBRASKA**

**WHEREAS**, the City of Wayne desires a sidewalk on the property located at 113 Fairgrounds Avenue, Wayne, and legally described as Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6<sup>th</sup> P.M., Wayne County, Nebraska, for the use and safety of city residents; and

**WHEREAS**, Section 70-49 of the Wayne Municipal Code states the council may, by resolution, order the construction of a sidewalk on any lot or piece of ground within the city; and

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**BE IT FURTHER RESOLVED** the city clerk shall publish notice in accordance with Section 70-49 of the Wayne Municipal Code, and the owner of the above-described land shall be given notice of the resolution in accordance with Section 70-49 of the Wayne Municipal Code.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2014.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



1707 Dakota Avenue South Sioux City, NE 68776

**CERTIFICATE OF PAYMENT NO. 5**

**Date of Issuance:** May 20, 2014

**Project No.** 012-2523

**Project:** CHIEF'S WAY SANITARY SEWER & WATER EXTENSIONS, WAYNE, NEBRASKA, 2013

**Contractor:** ROBERT WOEHLE & SONS CONSTRUCTION, INC., 123 FAIRGROUNDS AVE., WAYNE, NE 68787

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		
<b>PLEASE REMIT PAYMENT TO: ROBERT WOEHLE &amp; SONS CONSTRUCTION, INC.</b>		

Value of Work Stored & Completed: \$294,020.03

Original Contract Cost:	<u>\$284,476.00</u>
Approved Change Orders:	
No. 1	<u>\$29,135.65</u>
No. 2	<u>                  </u>
No. 3	<u>                  </u>
No. 4	<u>                  </u>
No.	<u>                  </u>
Total Contract Cost:	<u>\$313,611.65</u>

Value of completed work and materials stored	<u>\$294,020.03</u>
Less retained percentage ( 5%)	<u>\$14,701.00</u>
Net amount due including this estimate	<u>\$279,319.03</u>

Less: Estimates previously approved:

No. 1	<u>\$83,529.68</u>	No. 6	<u>\$0.00</u>
No. 2	<u>\$100,944.73</u>	No. 7	<u>\$0.00</u>
No. 3	<u>\$22,637.32</u>	No. 8	<u>\$0.00</u>
No. 4	<u>\$43,879.73</u>	No. 9	<u>\$0.00</u>
No. 5	<u>\$0.00</u>	No.10	<u>\$0.00</u>

Total Previous Estimates: \$250,991.46

**NET AMOUNT DUE THIS ESTIMATE: \$28,327.57**

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

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

cc: Robert Woehler & Sons Construction, Inc.  
Project File

**OLSSON ASSOCIATES**  
By   
CHRIS KUHL

CHIEF'S WAY SANITARY SEWER & WATER EXTENSIONS  
 WAYNE, BEBRASKA  
 012-2523  
 ROBERT WOEHLE & SONS CONSTRUCTION, INC.

No.	Unit	Description	Plan Quantity	Unit Price \$	Contract Price \$	Quantities Completed	Total Amount Completed	Total Amount Stored	Amount Stored Remaining	Total Amount Completed + Stored Remaining	95.0% Due Contractor	5.0% Due Retainage	Amt. Paid Prev. Est.	Total Due This Est.
1	LS	1 MOBILIZATION	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$9,500.00	\$500.00	\$9,000.00	\$500.00
2	LS	1 HOLEC CONTROL	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$1,900.00	\$100.00	\$1,800.00	\$100.00
3	AC	1 RELOCATE AND REPLACE MAILBOX	0	\$250.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	EA	4 REMOVE PAVEMENT	273	\$1,094.00	\$1,094.00	273	\$892.00	\$0.00	\$0.00	\$892.00	\$847.40	\$44.60	\$802.80	\$44.60
5	SY	6 BUILD 8" CONCRETE PAVEMENT 47B-3500	88	\$2,640.00	\$2,640.00	88	\$2,640.00	\$0.00	\$0.00	\$2,640.00	\$2,508.00	\$132.00	\$2,376.00	\$132.00
6	TN	7 INSTALL AGGREGATE FOUNDATION, CA7	510	\$18.00	\$9,180.00	510	\$10,029.32	\$0.00	\$0.00	\$10,029.32	\$9,527.85	\$501.47	\$9,026.38	\$501.47
7	EA	8 INSTALL GRAVEL SURFACING, CA8	510	\$1,700.00	\$855,000.00	510	\$4,035.06	\$0.00	\$0.00	\$4,035.06	\$3,853.30	\$181.75	\$3,671.55	\$181.75
8	EA	9 BUILD SANITARY SEWER MANHOLE (H=6F)	39	\$2,600.00	\$101,400.00	39	\$15,300.00	\$0.00	\$0.00	\$15,300.00	\$14,720.00	\$580.00	\$14,140.00	\$580.00
9	VF	10 BUILD SANITARY SEWER MANHOLE (H=6F)	39	\$2,600.00	\$101,400.00	39	\$15,300.00	\$0.00	\$0.00	\$15,300.00	\$14,720.00	\$580.00	\$14,140.00	\$580.00
10	EA	11 BUILD SANITARY SEWER - SDR26	2552	\$15.00	\$38,280.00	2552	\$38,280.00	\$0.00	\$0.00	\$38,280.00	\$36,822.50	\$1,457.50	\$35,365.00	\$1,457.50
11	EA	12 BUILD SANITARY SEWER - SDR26	2552	\$15.00	\$38,280.00	2552	\$38,280.00	\$0.00	\$0.00	\$38,280.00	\$36,822.50	\$1,457.50	\$35,365.00	\$1,457.50
12	EA	13 BUILD SANITARY SEWER SERVICE	2978	\$2.00	\$5,956.00	2978	\$5,956.00	\$0.00	\$0.00	\$5,956.00	\$5,704.00	\$252.00	\$5,452.00	\$252.00
13	EA	14 BUILD SANITARY SEWER SERVICE	2978	\$2.00	\$5,956.00	2978	\$5,956.00	\$0.00	\$0.00	\$5,956.00	\$5,704.00	\$252.00	\$5,452.00	\$252.00
14	EA	15 INSTALL 8" PVC CAP	12	\$200.00	\$2,400.00	10	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$1,900.00	\$100.00	\$1,800.00	\$100.00
15	EA	16 INSTALL 8" PVC CAP	3	\$50.00	\$150.00	3	\$150.00	\$0.00	\$0.00	\$150.00	\$142.50	\$7.50	\$135.00	\$7.50
16	EA	17 JACK & BORE 8" PVC SANITARY SEWER W/ 20" DIA X 0.250" W.T. STEEL PIPE CASING	262	\$249.00	\$65,238.00	262	\$65,238.00	\$0.00	\$0.00	\$65,238.00	\$61,976.10	\$3,261.90	\$58,714.20	\$3,261.90
17	EA	18 INSTALL 8" HDPE DIPS WATER MAIN	1379	\$15.00	\$20,685.00	1379	\$20,685.00	\$0.00	\$0.00	\$20,685.00	\$19,650.75	\$1,034.25	\$18,616.50	\$1,034.25
18	EA	19 INSTALL 8" HDPE DIPS WATER MAIN	633	\$22.00	\$13,926.00	633	\$13,926.00	\$0.00	\$0.00	\$13,926.00	\$13,229.70	\$696.30	\$12,533.40	\$696.30
19	EA	20 INSTALL WATER MAIN SELECT BEDDING, FA1	263	\$2.00	\$526.00	263	\$526.00	\$0.00	\$0.00	\$526.00	\$496.70	\$29.30	\$467.40	\$29.30
20	EA	21 JACK & BORE 8" HDPE DIPS WATER MAIN W/O CASING	57	\$55.00	\$3,135.00	57	\$4,731.00	\$0.00	\$0.00	\$4,731.00	\$4,494.45	\$236.55	\$4,257.90	\$236.55
21	EA	22 DIRECTIONAL DRILL 8" HDPE DIPS WATER MAIN	465	\$43.710.00	\$20,323.05	465	\$20,323.05	\$0.00	\$0.00	\$20,323.05	\$19,450.00	\$873.05	\$18,576.95	\$873.05
22	EA	23 INSTALL 8" X 8" LIVE TAP WITH GATE VALVE	2	\$250.00	\$500.00	2	\$500.00	\$0.00	\$0.00	\$500.00	\$475.00	\$25.00	\$450.00	\$25.00
23	EA	24 INSTALL 8" X 8" BEND M.J.	2	\$250.00	\$500.00	2	\$500.00	\$0.00	\$0.00	\$500.00	\$475.00	\$25.00	\$450.00	\$25.00
24	EA	25 INSTALL 8" X 8" TEE M.J.	2	\$275.00	\$550.00	2	\$550.00	\$0.00	\$0.00	\$550.00	\$525.00	\$25.00	\$499.99	\$25.00
25	EA	26 INSTALL 8" X 8" HDPE FUSED REDUCER	2	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$975.00	\$25.00	\$950.00	\$25.00
26	EA	27 INSTALL 8" X 8" HDPE FUSED REDUCER	2	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$975.00	\$25.00	\$950.00	\$25.00
27	EA	28 INSTALL 8" GATE VALVE M.J.	2	\$2,500.00	\$5,000.00	2	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$4,725.00	\$275.00	\$4,450.00	\$275.00
28	EA	29 INSTALL 8" GATE VALVE M.J.	2	\$2,500.00	\$5,000.00	2	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$4,725.00	\$275.00	\$4,450.00	\$275.00
29	EA	30 INSTALL 8" PLUG STATION	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$1,900.00	\$100.00	\$1,800.00	\$100.00
30	EA	31 INSTALL 8" PLUG STATION	1	\$75.00	\$75.00	1	\$75.00	\$0.00	\$0.00	\$75.00	\$71.25	\$3.75	\$67.50	\$3.75
31	EA	32 INSTALL 8" RETAINER GLAND M.J.	2	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$950.00	\$50.00	\$900.00	\$50.00
32	EA	33 INSTALL 8" HDPE DIPS M.J. X FUSED ADAPTER	2	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$975.00	\$25.00	\$950.00	\$25.00
33	EA	34 INSTALL 8" HDPE DIPS M.J. X FUSED ADAPTER	2	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$975.00	\$25.00	\$950.00	\$25.00
34	EA	35 INSTALL TYPE IV FIRE HYDRANT ASSEMBLY (H=6)	1	\$3,500.00	\$3,500.00	1	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$3,325.00	\$175.00	\$3,150.00	\$175.00
35	EA	36 INSTALL TYPE IV FIRE HYDRANT ASSEMBLY (H=6)	1	\$3,500.00	\$3,500.00	1	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$3,325.00	\$175.00	\$3,150.00	\$175.00
36	EA	37 INSTALL 2" WATER SERVICE CONNECTION WITH CURB STOP	205	\$2.00	\$410.00	205	\$1,640.00	\$0.00	\$0.00	\$1,640.00	\$1,558.00	\$82.00	\$1,476.00	\$82.00
37	EA	38 INSTALL 2" WATER SERVICE CONNECTION WITH CURB STOP	205	\$2.00	\$410.00	205	\$1,640.00	\$0.00	\$0.00	\$1,640.00	\$1,558.00	\$82.00	\$1,476.00	\$82.00
38	EA	39 INSTALL 2" WATER SERVICE CONNECTION WITH CURB STOP	205	\$2.00	\$410.00	205	\$1,640.00	\$0.00	\$0.00	\$1,640.00	\$1,558.00	\$82.00	\$1,476.00	\$82.00
39	EA	40X CONNECT TO EXISTING WATER MAIN	1	\$4,300.00	\$4,300.00	1	\$4,300.00	\$0.00	\$0.00	\$4,300.00	\$4,085.00	\$215.00	\$3,870.00	\$215.00
40	EA	41X CONNECT TO EXISTING WATER MAIN	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$1,900.00	\$100.00	\$1,800.00	\$100.00
41	EA	42X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
42	EA	43X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
43	EA	44X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
44	EA	45X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
45	EA	46X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
46	EA	47X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
47	EA	48X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
48	EA	49X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
49	EA	50X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
50	EA	51X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
51	EA	52X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
52	EA	53X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
53	EA	54X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
54	EA	55X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
55	EA	56X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
56	EA	57X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
57	EA	58X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
58	EA	59X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
59	EA	60X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
60	EA	61X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
61	EA	62X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
62	EA	63X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
63	EA	64X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
64	EA	65X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
65	EA	66X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
66	EA	67X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,244.39	\$69.13
67	EA	68X ADDITIONAL BOND AND INSURANCE	1	\$1,382.65	\$1,382.65	1	\$1,382.65	\$0.00	\$0.00	\$1,382.65	\$1,313.52	\$69.13	\$1,	