

**AGENDA**  
**CITY COUNCIL MEETING**  
**September 16, 2014**

1. [Approval of Minutes – September 2, 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. [Action on the Membership Application of Alison Flear to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief](#)

4. [Action on Membership Application of Rylee Bessmer to the Wayne Volunteer Fire Department Cadet Program – Phil Monahan, Fire Chief](#)

5. [Resolution 2014-76: Approving Elkhorn Valley Mutual Aid Agreement](#)

**Background:** This is a renewal of our agreement to respond to other members' emergency fire calls if there is a fire or disaster too big for the local firefighters to control. Under the agreement, our firefighters are covered by our own insurance. The towns in the agreement agree to indemnify each other for damage that may occur during a response to another town.

**Recommendation:** The recommendation of Phil Monahan, Fire Chief, is to approve the agreement.

6. [Action on the Request of Anthony Cantrell to Close off 10<sup>th</sup> Street from Providence Road to Hillside Drive on Saturday, September 27<sup>th</sup>, from 11:30 a.m. until 4:00 p.m. for an Electric Vehicle Car Rally](#)

**Background:** This is an annual event that our Electric Department actually helps sponsor, along with WSC, NPPD and OPPD. It is a competitive race of home-built battery-powered vehicles by area high schools and worth attending if you have not seen one.

**Recommendation:** We do this every year.

7. [Ordinance 2014-26: Rezoning an area approximately 45 acres in size and more particularly described as part of the West ½ of the SW ¼ of Section 1, Township 26 North, Range 3 East in Wayne County, Nebraska described as Tax Lots 32, 34 and 35, from A-1 Agricultural to A-2 Agricultural Residential. \(Third and Final Reading\)](#)

8. [Resolution 2014-77: Acknowledging Nebraska Department of Roads Requirements for the Temporary Use of the State Highway](#)

System for Special Events — Christmas on Main Celebration/Annual Parade of Lights on Thursday, December 4<sup>th</sup>

9. Action on the Request of Wayne Area Economic Development to prohibit parking on Main Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street and to allow 3<sup>rd</sup> Street from Main Street west to the alley, not including the intersections, to be blocked off from 5:30 p.m. until 7:30 p.m. for the Christmas on Main Celebration/Annual Parade of Lights Event to be held on Thursday, December 4<sup>th</sup>
10. Resolution 2014-78: Approving Biosolids Handling Improvement Agreement with JEO Consulting Group — Estimated Fee - \$227,610

**Background:** This is an engineering agreement to perform three tasks:

- (1) Design and construct a belt press treatment plant and two holding reservoirs for sludge;
- (2) Prepare a preliminary design for a gray water re-use system to return some of the treated water going to Logan Creek; and
- (3) Preliminary design concept for sun screens over the final clarifiers to reduce the amount of algae growing.

The estimated cost of the sludge handling tanks and belt press is \$1.8 million. Roger Protzman from JEO helped design the Aquarius treatment plant and will be at the Council meeting on Tuesday to explain his findings in the biosolids study book that was given to you at the last Council meeting. The other option to a belt press, which is a downsized lagoon that will still have odor and will need to be pumped out every other year, is also evaluated in the biosolids book.

**Recommendation:** The recommendation of Jeff Brady and Doug Echtenkamp, Certified Water/Wastewater Operators, is to construct the belt press option and hire JEO to design and oversee the construction of the project.

11. Public Hearing: Budget Hearing (Advertised Time: 5:30 p.m.)

**Background:** The budget presented for this hearing is the final version resulting from the Mayor and Council budget work session.

12. Ordinance 2014-27: Approving Annual Appropriation Bill

**Background:** Nebraska Statutes require every City Council to actually appropriate the funds that are included in the budget before they can be spent.

**Recommendation:** Without this action, the budgeted expenditures cannot be spent even though the budget has been approved.

13. Action on Approving Allowable 1% Increase in Base Limitation of Restricted Funds Budget

**Background:** In 1997, the Nebraska Legislature approved a cap on real estate taxes for cities, counties and schools, and the Legislature also approved a spending limit

on general funds. The Legislature used the cities' expenditures for that year as the base for calculating the future spending caps, but allowed a 1% annual increase in each city's cap, as long as a majority of the Council approved it. Each city has to take this action annually and can never go back to recapture the past 1% increases not approved if it is needed later

**Recommendation:** The recommendation of the League of Municipalities is to approve the 1% increase in the spending limit annually whether we intend to use it or not. Wayne has consistently stayed below both our real estate tax limit and our spending limit, but past Councils have approved the 1% spending increases in case they are needed by future Councils.

14. [Resolution 2014-79: Adopting 2014-2015 Budget](#)
15. Public Hearing: Tax Asking/Property Tax Levy (Advertised Time: 5:30 p.m.)
16. [Resolution 2014-80: Approving Final Property Tax Request for 2014-2015](#)
17. [Action on Capital Project's City Sales Tax Budget](#)

**Background:** During the Mayor and Council budget work session, some projects in the general fund budget were moved to the capital project budget to be funded by sales taxes. The current sales tax capital projects is attached, which shows projects completed to date and projects approved or to be approved, but not yet built.

18. [Resolution 2014-81: Directing the City Clerk to certify Mowing Costs to the Wayne County Clerk and the Wayne County Treasurer to become a Lien on Lot 10 and Lot B Administrative Subdivision of Lot 11, Block 3, Vintage Hill 2<sup>nd</sup> Addition to Wayne, Wayne County, Nebraska, more commonly described as 810 Brooke Drive, Wayne, Nebraska](#)

**Background:** This residential property was unattended with grass, weeds and tree limbs down. Notices to the owner and lien holders to mow and clean up the nuisances went unanswered. We hired a contractor to mow and clean up the property in accordance with city code requirements and billed the owner and lien holders. The bill has gone unpaid.

**Recommendation:** The recommendation of Betty McGuire, City Clerk, is to protect the interests of the taxpayers and file a lien against the property in the amount of the bill for mowing.

19. [Resolution 2014-63: Establishing Water Hook-Up Fees for the "Chief's Way Water Main Extension" Project](#)

**Background:** Water mains were extended outside along Chief's Way to service businesses there. This Resolution will allocate the costs to build the water main extension to the benefiting property owners through hook-up fees calculated on the same basis as assessments would have been calculated had a utility extension district been created.

20. [Resolution 2014-73: Amending Fee Schedule \(Tabled from Last Meeting\)](#)

**Background: Suggestions from the last Council meeting have been incorporated into this revised fee schedule.**

21. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

September 2, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, September 2, 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, Jon Haase, Jennifer Sievers, Nick Muir, Kaki Ley, Matt Eischeid, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on August 21, 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 Haase made a motion, which was seconded by Councilmember Eischeid, whereas, the Clerk has prepared copies of the Minutes of the meeting of August 19, 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, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMAZON.COM, SU, 268.81; APPEARA, SE, 170.28; AQUA-CHEM, SU, 3200.82; ARDENT LIGHTING GROUP, SE 284,877.25 (LESS 5%); AS CENTRAL SERVICES, SE, 448.00; BEIERMANN ELECTRIC, SE, 745.48; BLACK HILLS ENERGY, SE, 237.12; BOMGAARS, SU, 1881.95; BROWN PLUMBING, SE, 85.70; CENTURYLINK, SE, 314.25; CITY OF WAYNE, RE, 500.00; CONTINENTAL FIRE SPRINKLE, SE, 210.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 92.88; DEMCO, SU, 338.25; DUTTON-LAINSON, SU, 438.78; ED. M FELD EQUIPMENT, SU, 398.00; EGAN SUPPLY, SE, 5243.08; ENGELHARDT TV, SU, 470.00; FIRST CONCORD GROUP, SE, 3331.64; FLOOR MAINTENANCE, SU, 221.56; GALE GROUP, SU, 93.56; GERHOLD

CONCRETE, SU, 282.25; GROSSENBURG IMPLEMENT, SU, 552.11; HD SUPPLY WATERWORKS, SU, 250.00; HEARTLAND NATURAL GAS, SU, 89.51; CITY EMPLOYEE, RE, 99.65; HILLYARD/SIOUX FALLS, SU, 121.87; HUBER TECHNOLOGY, SU, 1675.00; HUNTEL CABLEVISION, SE, 2589.99; JACK'S UNIFORMS, SU, 1411.90; JEO CONSULTING GROUP, SE, 1395.00; JOHN'S WELDING AND TOOL, SU, 286.32; KELBY HERMAN, RE, 6000.00; MERIT MECHANICAL, SU, 9152.50; MIDLAND EQUIPMENT, SU, 583.07; CITY EMPLOYEE, RE, 56.53; NE DEPT OF HEALTH, FE, 80.00; NE MOSQUITO, FE, ; 150.00; NE PUBLIC HEALTH, SE, 105.00; NHHS, SE, 111.83; NE NEBR AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 63.25; NOVA HEALTH EQUIPMENT, SU, 95.64; ODEYS, SU, 6933.29; ODEYS, SE, 35250.00; PROFESSIONAL POOL, SU, 199.20; PROVIDENCE MEDICAL CENTER, SE, 197.46; ROBERT WOehler & SONS, SE, 300.00; ROBERTSON IMPLEMENT, SU, 614.28; SIOUX CITY JOURNAL, SU, 203.84; SKARSHAUG TESTING LAB, SE, 209.63; SOOLAND BOBCAT, SU, 737.52; STADIUM SPORTING GOODS, SU, 33.75; UNITED WAY, RE, 12.40; US BANK, SU, 2579.06; VIAERO, SE, 252.38; WAED, SE, 417.00; WESCO, SU, 357.95; CITY OF WAYNE, RE, 250.00; COPY WRITE, SE, 159.34; FREDRICKSON OIL, SU, 1591.70; GROSSENBURG IMPLEMENT, SU, 53.82; HOMETOWN LEASING, SE, 73.51; IRS, TX, 80.00; KUSTOM SIGNALS, SU, 1429.00; NCEA, FE, 1000.00; NE DEPT OF ENVIRONMENTAL, FE, 500.00; NE EXPRESSWAYS, SE, 883.44; PIEPER & MILLER, SE, 2886.00; POWER MONITORS, SU, 3179.96; QUILL, SU, 607.19; SOLOMON CORP, SE, 60.00; STEFFEN, SU, 191.96; WAYNE COUNTY COURT, RE, 401.50; WESCO, SU, 750.83

Councilmember Eischeid made a motion, which was seconded by Councilmember

Ley, to approve the claims, with the following changes:

- Withhold the claim of The Glass Edge; and
- Withhold 5% of the claim to Ardent Lighting.

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

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless

injury to the reputation of an individual and if such individual has not requested a public hearing.

Pat Jenkins Rohde, Don Leighton and Mary Lou George, members of the Wayne Area Association of Retired School Personnel, presented the city with a facsimile check in the amount of \$36,756.50, which represents the amount of money that their volunteer hours would be worth to the Wayne Community area (1,630 hrs @ \$22/hr), according to the National Bureau of Vital Statistics in 2013-2014.

Dr. Jason Karsky of Wayne State College requested Council action on the proposed language and location of the Wayne State College Service learning project historical marker commemorating the October 4, 2013, tornado event.

Discussion took place on the matter, and the recommendation was to change the title on the marker from “Wayne County Tornado” to “Wayne Tornado,” with the location being the Summer Sports Complex.

Councilmember Sievers made a motion, which was seconded by Councilmember Ley, approving the proposed language, excluding “County” in the title, and the location at the Wayne Softball Complex for the Wayne State College Service learning project historical marker commemorating the October 4, 2013, tornado event. 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 amend the FY 2013-14 budget.

Administrator Johnson stated the reasons for the amendments to the budget are:

- The Insurance proceeds received from the October 2014 tornado which pass through the City’s budget as expenditures; and

- The Community Redevelopment Authority expenditures (Purchase of the Pacific Coast property and the houses on 10<sup>th</sup> Street, and a contingency amount for future or unexpected expenditures that might take place before the end of the fiscal year).

City Clerk McGuire had not received any comments, written or otherwise, concerning this public hearing.

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

Councilmember Giese introduced Resolution 2014-71, and moved for its approval; Councilmember Greve seconded.

#### RESOLUTION NO. 2014-71

##### A RESOLUTION APPROVING AMENDMENTS TO FY 2013-14 BUDGET.

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

The following Resolution would increase the salary for the Recreation Director from \$28,121 - \$36,800 per year to \$32,000 - \$52,000 per year. This is an effort to recruit candidates that may stay longer than a couple of years in this job. Nine applications were received, and the committee interviewed some for this position. The intent is to start re-advertising this position with the increased salary range in the notice.

Mayor Chamberlain did not think there would be anybody in that position by the end of the year.

Councilmember Brodersen had concerns about the starting salary.

Councilmember Giese introduced Resolution 2014-72 and moved for its approval; Councilmember Muir seconded.

#### RESOLUTION NO. 2014-72

##### A RESOLUTION APPROVING WAGE AND SALARY SCHEDULE.

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

Discussion took place regarding the proposed changes in the fee schedule. The following amendments would be made thereto:

- Delete “Private E-Mail Use - \$25/per e-mail.”
- Increase CAC and Pool fees by 10% and round those amounts up to the nearest dollar.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, to table action on Resolution 2014-73 amending the Fee Schedule until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson requested Council to table action on Resolution 2014-74 approving Amendment No. 6 to Communication Tower and Real Estate Lease Agreement until he has received additional information from Alltel.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, to table action on Resolution 2014-74 approving Amendment No. 6 to Communication Tower and Real Estate Lease Agreement until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would adopt the Housing Rehabilitation Program Guidelines, as required, to receive the CIS grant funds from the Nebraska Department of Economic Development.

Councilmember Sievers introduced Resolution No. 2014-75 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2014-75

A RESOLUTION ADOPTING HOUSING REHABILITATION PROGRAM GUIDELINES, HOUSING REUSE PLAN AND SUBORDINATION POLICY.

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

Councilmember Sievers introduced Ordinance No. 2014-26, and moved for approval of the second reading thereof; Councilmember Ley seconded.

ORDINANCE NO. 2014-26

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF AN AREA APPROXIMATELY 45 ACRES IN SIZE AND MORE PARTICULARLY DESCRIBED AS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION ONE, TOWNSHIP TWENTY-SIX NORTH, RANGE THREE, EAST OF THE 6<sup>TH</sup> P.M., WAYNE COUNTY, NEBRASKA, DESCRIBED AS TAX LOTS 32, 34, AND 35, FROM A-1 AGRICULTURAL TO A-2 AGRICULTURAL RESIDENTIAL.

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

Administrator Johnson stated he had received Change Order No. 2 for \$4,280.00 on the "Highway 15 and 10<sup>th</sup> Street Intersection Project." On August 1, 2014, as the contractor exposed the water main, it was determined that it was too shallow and it was decided to add an 8" water main to the east with caps to be connected later. This is additional work for this project. The project engineer has approved the same.

Councilmember Muir made a motion, which was seconded by Councilmember Ley, approving Change Order No. 2 for \$4,280.00 for the "Highway 15 and 10<sup>th</sup> Street Intersection Project." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

A pay request has been received from Robert Woehler & Sons Construction for the “Highway 15 and 10<sup>th</sup> Street Intersection Project” for \$36,241.92. The engineer on the project has approved the same.

Councilmember Ley made a motion, which was seconded by Councilmember Muir, approving Pay Application No. 1 for \$36,241.92 to Robert Woehler & Sons Construction for the “Highway 15 and 10<sup>th</sup> Street Intersection Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to approving the appointment of Joel Hansen as the “Code Official.”

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, approving the appointment of Joel Hansen as the “Code Official.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers 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 6:44 p.m.

## CLAIMS LISTING SEPTEMBER 16,2014

AMERICAN LIBRARY ASSOC	DUES	198.00
AMERICAN PUBLIC POWER	2ND HALF OF DUES	1,156.40
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,105.56
APPEARA	LINEN & MAT SERVICE	226.59
ARDENT LIGHTING GROUP LLC	SB COMPLEX LIGHTING(5% Retainage)	270,633.39
BAKER & TAYLOR BOOKS	BOOKS	1,588.35
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
BARONE SECURITY SYSTEMS	FIRE INSPECTION	138.00
BLACK HILLS ENERGY	FINAL POOL GAS BILL	6.73
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	165.78
BROWN SUPPLY CO	DETECTABLE WARNING PLATE/COUPLING	1,550.11
CARHART LUMBER COMPANY	SINK/BATTERIES/FILTER/HAMMERS ETC	621.73
CHARTWELLS	SENIOR CITIZEN MEALS	6,997.04
CHILD SUPPORT	PAYROLL DEDUCTION	100.00
CITY OF WAYNE	AUDITORIUM DEPOSIT	300.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT	100.00
CITY OF WAYNE	PAYROLL	60,270.49
CITY OF WAYNE	UTILITY REFUNDS	1,197.78
CLEAN TO A T	JANITORIAL SERVICE	1,300.00
COMMUNITY HEALTH	PAYROLL DEDUCTION	4.00
DANKO EMERGENCY EQUIPMENT	HOSE ASSEMBLY	1,680.00
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	60.00
DEARBORN NATIONAL LIFE	DISABILITY/LIFE INSURANCE	1,765.84
DUTTON-LAINSON COMPANY	FUSE LINK/LINE HOSE/SCREWDRIVERS	936.91
EAKES OFFICE PLUS	COPY CHARGES	1,132.23
EASYPERMIT POSTAGE	POSTAGE	271.91
ECHO GROUP INC JESCO	LED FLOOD MOUNT/BULBS	1,197.14
ELECTRONIC SYSTEMS INC.-2	PANEL ALARM REBOOT	65.00
FAITH REGIONAL	PRE EMPLOYMENT TESTING	90.00
FASTENAL CO	BOLTS/SCREWS/FASTENERS	139.44
FIVE STAR ENTERPRISES	LIBRARY NAME TAGS	15.32
FREDRICKSON OIL CO	ENGINE OIL/TIRE REPAIR/KEROSENE	2,780.01
FREDRICKSON TYRFIL INC	TYRFILLED	88.00
GERHOLD CONCRETE CO INC.	CONCRETE-WELCOME TO WAYNE SIGNS	132.75
GILL HAULING, INC	SANITATION SERVICE	155.00
GROSSENBURG IMPLEMENT INC	BATTERY	150.15
HARDING & SHULTZ P.C.	ATTORNEY FEES	106.00
HAUFF MID-AMERICAN SPORTS	FIELD MARKING PAINT	86.00
HAWKINS, INC	BALL VALVE	36.00
HILLYARD/SIOUX FALLS	DUST MOP HANDLE	9.14
HOCKENBERGS	PLASTIC GLASSES	53.31
HOMETOWN LEASING	COPIER LEASE	259.98
HTM SALES INC	RECIRCULATION PUMP	5,975.00
ICMA RETIREMENT	ICMA RETIREMENT	6,562.13
INDUSTRIAL TOOL	SWITCH	66.29
INGRAM BOOK COMPANY	BOOKS	40.26
INTERSTATE ALL BATTERY	BATTERIES	131.85
IRS	FEDERAL WITHHOLDING	22,797.49
JASON CAROLLO	MOWING	140.00
JENSEN CONSTRUCTION D.T.	REMOVE SILT IN DRAINAGE DITCH	3,200.00
JOHNSON HARDWARE	KEYS	47.51
CITY EMPLOYEE	HEALTH REIMBURSEMENT	627.66
KRIZ-DAVIS COMPANY	DUSK TO DAWN BULBS/CONNECTORS/TUBING	951.48

KTCH AM/FM RADIO	RADIO ADS	625.00
LANGEMEIER, WAYNE	MOWINGS	525.00
LITE-FORM TECHNOLOGIES,	FLEX BLOCK-WESTERN RIDGE	333.36
MARCO INC	LIBRARY COPIER LEASE	126.36
MATHESON TRI-GAS, INC.	MEDICAL VALVE/OXYGEN-FD	502.64
MIDWEST LABORATORIES, INC	BOD TESTING	258.35
MIDWEST STORAGE SOLUTIONS	10% DOWN ON LIBRARY CHAIRS & TABLES	1,318.00
N.E. NEB ECONOMIC DEV DIS	WRLF SERVICES	90.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	125.07
NE DEPT OF REVENUE	STATE WITHHOLDING	3,273.97
NE LIBRARY COMMISSION	CAT EXPRESS	1,284.00
NE NEB INS AGENCY INC	INSURANCE	591.00
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	8.89
NEBR PUBLIC POWER DIST	ELECTRICITY	343,059.65
NORTHEAST NE PUBLIC POWER	ELECTRICITY/WHEELING CHARGES	16,694.12
NORTHEAST TIRE SERVICE	TIRE REPAIR	126.48
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	78.35
PAC N SAVE	AFTER SCHOOL PROGRAM SNACKS	105.20
CITY EMPLOYEE	HEALTH REIMBURSEMENT	58.14
PHP SALES	BOOKS	288.00
PUSH-PEDAL-PULL	SEAT SLEEVES	14.40
QUILL CORPORATION	OFFICE SUPPLIES	521.93
RANDOM HOUSE LLC	AUDIO BOOKS	73.75
REHAB SYSTEMS	MANHOLE REHABILITATION	4,855.00
ROBERT WOehler & SONS	10TH STREET INTERSECTION	36,241.92
S & S WILLERS, INC.	CONCRETE/GRAVEL	780.97
SPARKLING KLEAN	JANITORIAL SERVICES	1,706.68
STADIUM SPORTING GOODS	EMBROIDERY	100.00
STANTON COMMUNITY CLUB	VOLLEYBALL TOURNEY REFUND	80.00
STATE NEBRASKA BANK	SERIES 2011 PRINCIPAL & INT/ACH FEE	82,996.18
STATE NEBRASKA BANK	PETTY CASH	418.12
STEFFEN INC.	OIL HOSE LEAK REPAIR	518.21
THE GLASS EDGE	EGRESS WINDOW-LIBRARY	1,558.00
TODD VALLEY FARMS, INC.	GRASS SEED	568.50
UNITED COMMUNICATIONS	RELAMP SUPPORT TOWER	640.00
UPSTART	LIBRARY DESK CALENDAR	20.95
VIAERO	CELL PHONES	127.47
WASTE CONNECTIONS	SB COMPLEX SANITATION SERVICE	73.36
WASTECAP NEBRASKA	MEMBERSHIP DUES	250.00
WAYNE COUNTY CLERK	RESTITUTION REFUND/FILING FEES	1,327.00
WAYNE VETERINARY CLINIC	DOG & CAT IMPOUND	271.46
WESCO DISTRIBUTION INC	FUSE	266.25
WESTERN AREA POWER ADMIN	ELECTRICITY	33,387.89
YOUNG, BILL	FERTILIZER	200.00

DELETE FROM CLAIMS LISTING 9/2/14

ARDENT LIGHTING -SB COMPLEX LIGHTING \$284,877.25

THE GLASS EDGE- WINDOW REPLACEMENT \$1,558.00

WAYNE VOLUNTEER FIRE DEPARTMENT  
And Rural Fire District No. 2  
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Alison Fieer Address 715 windom street Wayne NE 68787  
Phone Number 402-750-4714 Social Security # 255-87-2225

Employer \_\_\_\_\_ Occupation Student  
How long have you been employed by your present employer? \_\_\_\_\_  
Previous Employer and Address \_\_\_\_\_

Have you previously been a member of a Fire Department? Yes  
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Battle Creek Volunteer Fire Department - Firefighter

Do you have any physical ailments or disabilities that could affect your performance on the department?  
No

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes
- Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Alison Fieer Date 08-03-2014

Sponsor's Signature (if applicable) Sam Dean Date 08/03/14

I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Alison Fieer Date 08-03-2014

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

Cary Moller  
Secretary's Signature \_\_\_\_\_ Date \_\_\_\_\_

Chief's Signature \_\_\_\_\_ Date \_\_\_\_\_

Council approved on \_\_\_\_\_ certified by City Clerk \_\_\_\_\_

For record purposes only: Date of Birth 06-05-1993

## APPLICATION FOR MEMBERSHIP

### Wayne Volunteer Fire Department

Rural Fire District No. 2  
510 Tomar Drive  
Wayne, NE 68787

Please check all that apply :

- Firefighter
- Rescue
- Fire Cadet (High school applicants only)

Please Print Legibly:

Name: Rylee Bessmer Address: 105 Wightman Circle Wayne, Ne 68787  
 Phone Number(s): 402-309-1451 Social Security Number: 504 399483  
 Date of Birth: 8/29/1998 Age: 15  
 Employer: \_\_\_\_\_ Occupation: Student  
 How long have you been employed by your current employer? \_\_\_\_\_  
 Previous Employer and Address: \_\_\_\_\_

Have you previously been a member of a fire department?  YES  NO

If yes, please give the name of the fire department, your rank/positions held. If applicable, include any related credentials and records of training. \_\_\_\_\_

In the fire service, a firefighter is expected to perform in physically and mentally stressful situations, below you will find a chart of physical and environmental demands associated with the position of firefighter:

Key:	N= Never	O= Occasionally	F = Frequently	A= Always
PHYSICAL DEMANDS	N	O	F	A
LIFTING			X	
TRANSPORTING			X	
PUSHING			X	
PULLING			X	
CLIMBING		X		
BALANCING			X	
STOOPING			X	
KNEELING			X	
CROUCHING			X	
REACHING			X	
HANDLING			X	
FINGERING			X	
FEELING			X	
TALKING			X	
HEARING			X	
NEAR ACUITY			X	
FAR ACUITY			X	
DEPTH PERCEPTION			X	
COLOR VISION			X	
FIELD OF VISION			X	
TASTING/SMELLING		X		

Position: STANDING: 20%                      Controls: HAND-ARM 50%  
 WALKING : 50%                              FOOT-LEG 50%  
 SITTING : 30%  
 STRENGTH LEVEL: 150-200 pounds (lifting, pulling, pushing, carrying)

Key:	N= Never	O= Occasionally	F = Frequently	A= Always
<b>ENVIRONMENTAL DEMANDS</b>	<b>N</b>	<b>O</b>	<b>F</b>	<b>A</b>
EXPOSURE TO WEATHER			X	
EXTREME COLD		X		
EXTREME HEAT			X	
WET/HUMIDITY			X	
HIGH NOISE LEVELS			X	
VIBRATION			X	
ATMOSPHERIC CONDITIONS			X	
MOVING MECHANICAL PARTS			X	
ELECTRICAL SHOCK		X		
TALL HIEGHTS		X		
RADIATION LEVELS		X		
EXPLOSIVES		X		
TOXIC/CAUSTIC CHEMICALS		X		
CRT EXPOSURE		X		
HAZARDOUS MATERIALS		X		

Do you have any physical ailments or disabilities that could affect your performance on the department?  YES  NO  
 If so, please list them. \_\_\_\_\_

As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this?  YES  NO

Upon completion of application, there is a thirty (30) day waiting period until the fire department acts upon this request. Do you agree to this?  YES  NO

Have you read the Wayne Volunteer Fire Department Bylaws, and do you understand them?  YES  NO  
 Do you agree to abide by them?  YES  NO

As an applicant of the department, you must understand that if accepted for membership you will be placed on a probationary membership period of six (6) months. During this time, you must meet certain criteria as stated in the department bylaws and follow the department's Standard Operating Guidelines. (SOGs)

APPLICANT'S SIGNATURE: Rylee Bessmer DATE: 7-5-14  
 SPONSOR SIGNATURE: Jill Meller DATE: 7-2-14

I agree to a background check with information provided by the Wayne Police Department and/or Wayne County Sheriff's Office.

APPLICANT'S SIGNATURE: Rylee Bessmer DATE: 7-5-14

\*All information on this application is deemed to be confidential in nature. Application will be placed in official personnel file and only shared with department members at time of application and Fire Department Officers should it need reviewed.

The following is for Official Department Use:

We the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership

Committee Member Signature: [Signature] Committee Member Signature: Scott Boyron Committee Member Signature: Cory Meller  
 DATE: \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Secretary Signature: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Fire Chief Signature: \_\_\_\_\_

City Council Approved - DATE: \_\_\_\_\_ Certified by City Clerk: \_\_\_\_\_

Revised October 3, 2011

Chris Bessmer - 7-5-14

Jill Bessmer 7-5-14

**RESOLUTION NO. 2014-76**

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

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

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

PASSED AND APPROVED this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

# ELKHORN VALLEY MUTUAL AID Association

## Mutual Aid Agreement

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the communities and rural fire protection districts of: BATTLE CREEK, CARROLL, HADAR, HOSKINS, MADISON, MEADOW GROVE, NORFOLK, OAKDALE, PIERCE, STANTON, WAYNE, and WINSIDE.

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

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

### WITNESSETH

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

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

THIRD, it shall be understood that each member emergency department shall retain control of its own personnel and equipment at the scene of an emergency to which it has been summoned and that the fire chief, or his/her designated representative, of the local emergency department requesting mutual aid shall be the Incident Commander in over-all charge of all fire and emergency medical service evolutions for the duration of the emergency requiring the use of mutual aid.

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

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

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

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

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

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

claims being asserted it is hereby agreed that each such claim shall be the responsibility of the employer to process, defend and pay, if necessary; and each party agrees to assume such responsibility as to its own employees.

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

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

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

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

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

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

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

CITY OF WAYNE, NEBRASKA,  
A Municipal Corporation,

By \_\_\_\_\_  
Mayor  
Printed Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk  
Printed Name: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
City Attorney  
Printed Name: \_\_\_\_\_

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

By \_\_\_\_\_  
Board President  
Printed Name: \_\_\_\_\_

ATTEST:

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

**ORDINANCE NO. 2014-26**

**AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF AN AREA APPROXIMATELY 45 ACRES IN SIZE AND MORE PARTICULARLY DESCRIBED AS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION ONE, TOWNSHIP TWENTY-SIX NORTH, RANGE THREE, EAST OF THE 6<sup>TH</sup> P.M., WAYNE COUNTY, NEBRASKA, DESCRIBED AS TAX LOTS 32, 34, AND 35, FROM A-1 AGRICULTURAL TO A-2 AGRICULTURAL RESIDENTIAL.**

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 from A-1 (Agricultural) to A-2 (Agricultural Residential). The area being rezoned is described as:

An area approximately 45 acres in size and more particularly described as part of the West Half of the Southwest Quarter of Section 1, Township 26 North, Range 3, East of the 6<sup>th</sup> P.M., Wayne County, Nebraska, described as Tax Lots 32, 34 and 35.

Section 2. That the Planning Commission held a public hearing on August 4, 2014, regarding this rezoning request, and have recommended approval thereof subject to the following "Findings of Fact:"

1. Staff's 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 A-2 (Agricultural Residential 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 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2014-77**

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

WHEREAS, the annual “Christmas on Main/Parade of Lights” celebration will be held on Main Street from West 6<sup>th</sup> Street south to Fairgrounds Avenue on Thursday, December 4, 2014, from 6:00 p.m. to approximately 7:45 p.m. or immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

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

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

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour, and traffic control officers will be placed at all major intersections to reroute traffic.

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

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

PASSED AND APPROVED this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



Economic Development  
Chamber ■ Main Street

September 2, 2014

Marlen Chinn  
City of Wayne Police Department  
306 Pearl Street  
Wayne, NE 68787

Dear Marlen,

Wayne Area Economic Development respectfully requests a parade permit for the annual Christmas on Main celebration to be held on Thursday, December 4, 2014 including the Annual Parade of Lights. Plans call for the parade to line up at 6:15 p.m. with the parade beginning at 6:30 p.m. and finishing around 7:00 p.m. We would like the entries to line up on West 6<sup>th</sup> Street, in the order of first come, first serve. The parade will proceed south on Main Street, disbursing at the Carhart Lumber/Final Touch parking lot. The committee also requests that parking not be allowed on Main Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street from 5:30 p.m. until 7:30 p.m. to give guests on the sidewalk a better view of the parade and encourage pedestrian shoppers downtown. In addition, a live Nativity may be set up on a portion of 3<sup>rd</sup> Street just west off of Main Street. We ask that 3<sup>rd</sup> Street from Main Street west to the alley, not including the intersections, be blocked for this event also from 5:30 pm until 7:30 pm. Parade Participants will be reminded that candy or other items should not be thrown from the vehicle. A copy of our affidavit of insurance is attached.

We truly appreciate the support from the City of Wayne and especially the Police Department during the holiday events. Your cooperation and assistance helps turns these events into successful marketing tools for our community and shining memories for the families who live here.

We look forward to hearing from you. If you have any questions or concerns regarding Christmas on Main, please contact me at the Economic Development office at 402-375-2240.

Sincerely,

A handwritten signature in cursive script, appearing to read "Irene Fletcher".

Irene Fletcher  
Assistant Director

II COVERAGE IS SUBJECT TO A \$300. DEPOSIT PREMIUM

SECTION II COVERAGE

(Not subject to annual premium audit)

Specific activities listed below which are Covered as exceptions to the exclusions Otherwise applying under Paragraph #1 Of the Civic Group Form Attached.

125	INCL	125.00	INCL	1	PARADE OF LIGHTS DECEMBER 2014
35	INCL	35.00	INCL	1	AG SEMINAR DECEMBER 2013

\$ 1,535. \$Included Total Advance B.I. and P.D. Premiums

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WHEN USED AS A PREMIUM BASIS: "RECEIPTS" MEAN THE GROSS AMOUNT OF MONEY CHARGED BY THE NAMED INSURED FOR FUND RAISING ACTIVITIES DURING THE POLICY PERIOD.

STOCK COMPANY

### COMMERCIAL LINES POLICY



**Western World**  
INSURANCE GROUP

POLICY NUMBER: NPP1363196

Prior Policy Number: NPP1309788

WESTERN WORLD INSURANCE COMPANY     TUDOR INSURANCE COMPANY     STRATFORD INSURANCE COMPANY

#### COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:

WAYNE AREA ECONOMIC DEVELOPMENT, INC.  
108 W 3RD STREET  
WAYNE NE 68787

Agent/Broker # 392

This policy is issued by a non-admitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association. S.L. License #1325969 Risk Placement Services, Inc 14748 W. Center Rd., Suite 202 Omaha, NE 68144-2029

**Producer:**

RPS SCOBIE GROUP OMAHA  
14748 WEST CENTER RD STE 202

OMAHA, NE 68144-2029

Policy Period: (Mo./Day/Yr.)

From: 07/10/2014 To: 07/10/2015 12:01 AM, standard time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

Commercial Property Coverage Part	\$	<u>NOT COVERED</u>
Commercial General Liability Coverage Part	\$	
Commercial Auto Coverage Part	\$	<u>NOT COVERED</u>
_____	\$	
_____	\$	
Other Coverages: Terrorism Risk Insurance Act	\$	<u>NO COVERAGE</u>
_____	\$	
_____	\$	
TOTAL ADVANCE PREMIUM	\$	<u>1,535.00</u>
POLICY FEE	\$	<u>225.00</u>
S/L TAX	\$	<u>52.80</u>
S/L STAMPING FEE	\$	<u>.00</u>
_____	\$	
_____	\$	
GRAND TOTAL	\$	<u>1,812.80</u>

Forms and endorsements applying to this policy and attached at time of issue:  
See Applicable Schedule Of Forms And Endorsements

COMMON POLICY DECLARATIONS (continued)

POLICY NUMBER: NPP1363196

The Named Insured is: WAYNE AREA ECONOMIC DEVELOPMENT, INC.	
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Organization/Corporation
<input type="checkbox"/> Trust	
<input checked="" type="checkbox"/> Other	_____
Location of Business: VARIOUS WAYNE, NE 68787	Business Description: CIVIC GROUP

THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

WESTERN WORLD INSURANCE GROUP

Western World Insurance Company  
Tudor Insurance Company  
Stratford Insurance Company

Administrative Office  
400 Parson's Pond Drive  
Franklin Lakes, New Jersey 07417-2600

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.

*Michael Connors*

Secretary

*Thomas A. Melligan*

President

Countersigned: 07/21/14

By: *Nichole E. Jones*  
Authorized Representative

# SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: <p style="text-align: center;">NPP1363196</p>	NAMED INSURED WAYNE AREA ECONOMIC DEVELOPMENT, INC.
Form/Endorsement No./Edition Date	Title
CG0001 Commercial General Liability Coverage Form (07/98) CG0062 War Liability Excl (12/02) CG2147 Employment-Related Practices Exclusion (07/98) CL170 Comm Gen Liability Extension Of Declarations (06/93) WW192 Premium Basis Endorsement (07/06) WW204A Standard Provisions Endorsement (11/07) WW232 Commercial Liability coverage dec (04/01) WW424 Excl of Nuclear, Biological & Chemical Injury (02/08) WW230 Common Policy Declarations (08/11) WW-FWI-CG-1 Special Civic Group Form (01/10) WW104c Combined Provisions Endorsement - General (01/08) WW10-CG2104 General Change Endorsement (06/01) WW233 Commercial Lines Policy (05/07) WW405D Notice of Terrorism Insurance Coverage (05/08) CG2139 Contractual Liability Limitation (10/93) CG2149 Total Pollution Exclusion Endorsement (09/99) CG2167 FUNGI OR BACTERIA EXCLUSION (12/04) CG2173 Exclusion of Certified Acts of Terrorism (01/08) CG2407 Products/completed operations hazard redefine (01/96) CG2104 Exclusion Product Completed Operations Hazard (11/85) WW10 General Change Endorsement (06/01) FWI-1 Civic Group Schedule Special Dec (04/93)	

Western World Insurance Co.

Tudor Insurance Co.

Stratford Insurance Co.

## GENERAL CHANGE ENDORSEMENT

Attaching to and forming a part of

Policy # NPP1363196

Effective Date of Policy 07/10/2014

Endorsement # \_\_\_\_\_

Effective Date of Endorsement 07/10/2014

**Additional Premium \$** \_\_\_\_\_

**Return Premium \$** \_\_\_\_\_

Insured WAYNE AREA ECONOMIC DEVELOPMENT, INC.

The following change(s) is/are made in this policy:

- |   |  |
|---|--|
| <input type="checkbox"/> The Name of the Insured is amended to -          | <input type="checkbox"/> The following class(es) is/are added -      |
| <input type="checkbox"/> The mailing address is amended to -              | <input type="checkbox"/> The following class(es) is/are deleted -    |
| <input type="checkbox"/> The location(s) of the insured premises is/are - | <input type="checkbox"/> The item(s) listed is/are added -           |
| <input type="checkbox"/> The Limit(s) of Liability is/are changed to -    | <input type="checkbox"/> The item(s) listed is/are deleted -         |
| <input type="checkbox"/> The rate(s) is/are amended as shown -            | <input type="checkbox"/> The midterm - final audit adjustments are - |
| <input type="checkbox"/> The premium is revised as shown -                |  |

FORM CG2104 DOES NOT APPLY TO FOOD AND BEVERAGES.

Dated: 07/21/14

*Michelle E. Simon*

\_\_\_\_\_  
Authorized Agent

Agent No. 392 Jenny Miller

WW10 (06/01)

**COMMERCIAL LIABILITY COVERAGE PART  
DECLARATIONS**

Policy Number: NPP NPP1363196

Effective Date: 07/10/14  
12:01 A.M., Standard Time

LIMITS OF INSURANCE	
General Aggregate Limit (Other Than Products-Completed Operations)	\$ <u>1,000,000</u>
Products - Completed Operations Aggregate Limit	\$ <u>EXCLUDED</u>
Personal and Advertising Injury Limit	\$ <u>1,000,000</u> Any One Person or Organization
Each Occurrence Limit	\$ <u>1,000,000</u>
Damage to Premises Rented to You	\$ <u>50,000</u> Any One Premises
Medical Expense Limit	\$ <u>1,000.</u> Any One Person
Each Professional Incident Limit (if applicable)	\$ <u>EXCLUDED</u>

PREMIUM						
Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
SEE FORM CL170 (06/93)						
Total Advance Premium						1,535.00

**FORMS AND ENDORSEMENTS**  
Forms and Endorsements applying to this coverage part and made part of policy at time of issue:  
**See Schedule Of Forms And Endorsements**

Countersigned: Jenny Miller  
07/21/14

By Robert J. Kutny  
Authorized Representative

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

WW232 (04/01)

## EXTENSION OF DECLARATIONS

Policy Number NPP1363196

LOCATION OF PREMISES							
Location of All Premises you Own, Rent or Occupy:							
VARIOUS WAYNE, NE 68787							
PREMIUM							
Classification	Code No.	Premium Basis	Rate Prem/Op	Pr/Co	Advance Premium Prem/Op	Pr/Co	
					\$	\$	
							Extension of Declarations—Total Advance Premium \$
							1,535.00

**RESOLUTION NO. 2014-78**

**A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE WAYNE BIOSOLIDS HANDLING IMPROVEMENT PROJECT.**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services for the “Wayne Biosolids Handling Improvement Project;” and

WHEREAS, a proposal has been requested and received from JEO Consulting Group, Inc., to begin preparing specifications and bidding documents for said project; and

WHEREAS, the total estimated fee for said services is \$227,610; and

WHEREAS, staff recommendation is to accept the proposal of JEO Consulting Group, Inc.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Standard Form of Agreement between the City of Wayne and JEO Consulting Group, Inc., for the “Wayne Biosolids Handling Improvement Project” be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the Agreement for said professional services on behalf of the City.

PASSED AND APPROVED this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

August 7, 2014



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Lowell Johnson, City Administrator  
City of Wayne  
PO Box 8  
Wayne, NE 68787

RE: Wayne, Nebraska  
Wayne Biosolids Handling Improvements  
JEO Project No. 140876

Dear Mr. Johnson:

Enclosed are three (3) originals of JEO's standard agreement for services on the above referenced project. Please review, and if acceptable, execute each copy and return two (2) original for our files.

The first part is the standard terms and conditions that are applicable to the entire agreement. Exhibit A and Attachment One to Exhibit A define the work that JEO expects to perform as part of basic services, and examples of the types of work that may be required as additional services. Exhibit B defines requirements of you under the agreement. Exhibit C defines JEO's fees for services. Exhibit D defines the services of an on-site resident project representative. Exhibit G defines the insurance coverages that JEO carries.

As noted in Exhibit C of the agreement, JEO's fees for services are as follows:

Lump sum fees for Basic Services, included in the Agreement, are:

Project Management	\$ 18,600
Preliminary Design Phase	\$ 43,250
Final Design Phase	\$ 59,050
Bidding and Negotiation Phase	\$ 10,600
Construction Phase	\$ 25,500
Post Construction Phase	\$ 5,710
Subtotal	\$162,710

**Estimated** Hourly fee for Basic Services, included in the Agreement are:

Resident Project Representative	\$64,900
---------------------------------	----------

Total Estimated Fee for the project	\$227,610
-------------------------------------	-----------

Along with the other services defined under the construction phase of Exhibit C of the agreement, the construction administration phase includes eight (8) site visits by the project engineer/manager. These visits are only intended to observe whether the project is being completed in general conformance with the plans and specifications. They are not to provide on-site representation during the construction phase of the project.

City of Wayne  
August 7, 2014  
Page Two

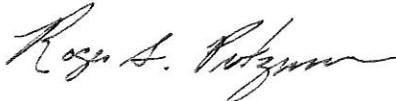
Please note, the estimate for RPR services, is \$64,900 for on site observation and representation, as well as SWPPP Administration and Monitoring Services. This amount is for your use in planning and budgeting. You will only be billed for hours worked on the project in providing these services, and those hours may differ materially from our estimate. However, if it appears that we will exceed the estimate, we will contact you as defined in Exhibit C of the agreement.

Lucas Billesbach will be the Project Manager on this project. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

This agreement will be open for acceptance until October 1, 2014, unless changed by us in writing.

If you have any questions, please contact me. JEO is excited about the opportunity to work with you on this project.

Sincerely,



Roger S. Protzman  
Project Engineer

RSP:skw  
Enclosure

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

Prepared by  
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
a practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

And

Amended By

JEO CONSULTING GROUP, INC.

Copyright ©1996 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15<sup>th</sup> Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47<sup>th</sup> Street, New York, NY 10017

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Date Prepared August 1, 2014

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 1, 2014 ("Effective Date") between the City of Wayne, NE ("OWNER") and JEO Consulting Group, Inc. ("ENGINEER").

OWNER intends to see Attachment "1" to Exhibit A \_\_\_\_\_ ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

## **ARTICLE 1 – SERVICES OF ENGINEER**

### **1.01 Scope**

- A. ENGINEER shall provide the Basic and Additional Service set forth herein and in Exhibit A.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.
- C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitation of authority as set forth in Exhibit D.

## **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

### **2.01 General**

- A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

## **ARTICLE 3 – TIMES FOR RENDERING SERVICES**

### **3.01 General**

- A. ENGINEER’s services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER’s services shall be adjusted equitably.
- C. For purposes of this Agreement the term “day” means a calendar day of 24 hours.

### **3.02 Suspension**

- A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER’s services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- B. If ENGINEER’s services are delayed or suspended in whole or in part by OWNER, or if ENGINEER’s services are extended by Contractor’s actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time of performance under this Agreement has been revised.

## **ARTICLE 4 – PAYMENTS TO ENGINEER**

### **4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER**

- A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.
  - 1. OWNER shall pay ENGINEER for Resident Project Representative(s) (RPR) Services defined in Exhibit D, as set forth in Exhibit C.
- B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

- C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth on Exhibit C.

#### **4.02 Other Provisions Concerning Payments**

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.
- B. *Payments of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payments due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination:*
  - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  - 2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for these items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expenses to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

### **ARTICLE 5 – OPINIONS OF COST**

#### **5.01 Opinions of Probable Construction Cost**

- A. ENGINEER's opinion of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGEINER 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, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary

from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

**5.02 Designing to Construction Cost Limit**

- A. If a Construction Cost Limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to the Agreement.

**5.03 Opinions of Total Project Costs**

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

**ARTICLE 6 – GENERAL CONSIDERATIONS**

**6.01 Standards of Performance**

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under the Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance of furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and OWNER shall comply with applicable Laws and Regulations and OWNER mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, Owner shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Recommendation of Acceptance," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to

make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omission of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

#### **6.02 Authorized Project Representatives**

- A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### **6.03 Design without Construction Phase Services**

- A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

#### **6.04 Use of Documents**

- A. All Documents are instruments of service with respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of OWNER furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at user's sole risk.
- C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in

electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents by ENGINEER for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **6.05 Insurance**

- A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."
- B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insured on any general liability or property insurance policies carried by OWNER which are applicable to the Project.
- C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage,

different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

#### **6.06 Termination**

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By ENGINEER:
      1. upon seven (7) days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
      2. upon seven (7) days written notice if the ENGINEER's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond ENGINEER's control.
      3. ENGINEER shall have no liability to OWNER on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same, then the sure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
  2. *For convenience,*
    - a. By OWNER effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### **6.07 Controlling Law**

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### **6.08 Successors, Assigns, and Beneficiaries**

- A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B, the assigns of OWNER and ENGINEER) 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, with respect to all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.
- C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### **6.09 Dispute Resolution**

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the provisions of this Agreement, or under Law.

#### **6.10 Hazardous Environmental Condition**

- A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER:
  1. retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and
  2. warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### **6.11 Allocation of Risks**

- A. Indemnification
  1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
  2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and

ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any costs, losses, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by Law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that:
  - a. any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and
  - b. nothing in this paragraph 6.11.A.4 shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

#### **6.12 Notices**

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier services. All notices shall be effective upon the date of receipt.

#### **6.13 Survival**

- A. All express representations, indemnifications, or limitation of liability included in this Agreement will survive its completion or termination for any reason.

#### **6.14 Severability**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **6.15 Waiver**

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## 6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

## 6.17 E-Verify

- A. Engineer shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work will be performed. Engineer shall require the same of each subcontractor.

## ARTICLE 7 – DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:
1. *Addenda* – Written or graphic instruments issued prior to the openings of Bids which clarify, correct, or change the Bidding Documents.
  2. *Additional Services* – The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2, of this Agreement.
  3. *Agreement* – The “Standard Form of Agreement between OWNER and ENGINEER for Professional Services,” including the Exhibits listed in Article 8 hereof.
  4. *Application for Payment* – The form acceptable to ENGINEER which is to be used by the Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  6. *Basic Services* – The services to be performed for or furnished to Owner by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.
  7. *Bid* – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  8. *Bidding Documents* – The advertisement or invitation to Bid, instruction to bidders, the Bid form and attachments, the Bid Bond, if any, the proposed Contract Documents, and all Addenda, if any.
  9. *Change Order* – A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.
  10. *Construction Agreement* – The written instruction which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.
  11. *Construction Contract* – The entire and integrated written agreement between the OWNER and Contractor concerning the Work.
  12. *Construction Cost* – The cost to OWNER of those portions of the entire Project designated or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or

OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charge incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price* – The monies payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
15. *Contract Times* – The number of days or the dates stated in the Construction Agreement to:
  - a. achieve Substantial Completion, and
  - b. complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of acceptance.
16. *Contractor* – An individual or entity with whom OWNER enters into a Construction Agreement.
17. *Correction Period* – The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
18. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approved referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.
19. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.
20. *Drawings* – That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
21. *Effective Date of the Construction Agreement* – The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *ENGINEER's Consultants* – Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.
24. *Field Order* – A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
25. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.
26. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
27. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
28. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
29. *PCB's* – Polychlorinated biphenyls.
30. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel, oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
31. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
32. *Record Drawings* – The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.
33. *Reimbursable Expenses* – The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.
34. *Resident Project Representative* – The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.
35. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.
37. *Site* – Land of areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.
38. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
39. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
40. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.
41. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, right-of-way, or compensation for damages to properties, or OWNER’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.
42. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.
43. *Work Change Directive* – A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiation by the parties as to its effect, if any, on the Contract Price or Contract Times.
44. *Written Amendment* – A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included**

- A. Exhibit A, "ENGINEER's Services," consisting of 9 page(s).
  - 1. Attachment "1" to Exhibit A, consisting of 6 page(s).
- B. Exhibit B, "OWNER's Responsibilities," consisting of 2 page(s).
- C. Exhibit C, "Payments to ENGINEER for Services and Reimbursable Expenses," consisting of 3 page(s).
  - 1. Attachment "1" to Exhibit C, "Hourly Rate Schedule," consisting of 1 page(s).
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 1 page(s).
- E. Exhibit E, "Recommendation of Acceptance," consisting of 2 page(s).
- F. Exhibit G, "Insurance," consisting of 1 page(s).

### **8.02 Total Agreement**

- A. This Agreement (consisting of pages 1 to 15 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Wayne, Nebraska

ENGINEER: JEO Consulting Group, Inc.



\_\_\_\_\_

\_\_\_\_\_

By: Ken Chamberlain

By: Tyler L. Hevlin

Title: Mayor

Title: Quality Assurance Director

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

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

Address for giving notices:

Address for giving notices:

306 Pearl St.

11717 Burt St.

Wayne, NE 68787

Suite 210

\_\_\_\_\_

Omaha, NE 68154

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

By: Lowell Johnson

By: Lucas C. Billesbach

Title: City Administrator

Title: Department Manager

Phone Number: 402.375.1733

Phone Number: 402.934.3680

Facsimile Number: \_\_\_\_\_

Facsimile Number: 402.934.3681

E-Mail Address: cityadmin@cityofwayne.org

E-Mail Address: lbillesbach@jeo.com

Attest: \_\_\_\_\_

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

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

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**.

## **ENGINEER's Services**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Study and Report Phase – N/A**

A. ~~ENGINEER shall:~~

- ~~1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.~~
- ~~2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate \_\_\_\_\_ alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: See Attachment "1" to Exhibit A.~~
- ~~7. Furnish \_\_\_\_\_ review copies of the Report to OWNER within \_\_ days \_\_\_\_\_ of authorization to begin services and review it with OWNER.~~
- ~~8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish \_\_\_\_\_ final copies of the revised Report to the OWNER within \_\_\_\_\_ days after completion of reviewing it with OWNER.~~

B. ~~ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.~~

#### **A1.02 Preliminary Design Phase**

A. Based upon OWNER's selection of a recommended solution and indication by OWNER of scope, extent, or design requirements, and upon authorization from OWNER, ENGINEER shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project desired by the OWNER.

2. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information or services.
  3. Furnish the Preliminary Design Phase documents to and review them with OWNER.
  4. Provide Opinion of Probable Construction Cost.
  5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: See Attachment "1" to Exhibit A.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents have been reviewed with the OWNER.

#### **A1.03 Final Design Phase**

- A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the JEO standard format of Construction Specifications.
  2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
  3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
  4. Perform or provide the following additional Final Design Phase tasks or deliverables: See Attachment "1" to Exhibit A.
  5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other documents.
- B. In the event that the Work designed or specified by the ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the Final Plans and Specifications have been reviewed with the OWNER.

#### **A1.04 Bidding or Negotiating Phase**

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process Contractor deposits or charges for the Bidding Documents.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  4. Perform or provide the following Bidding and Negotiating Phase tasks or deliverables: See Attachment "1" to Exhibit A.
  5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

#### **A1.05 Construction Phase**

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from OWNER, ENGINEER shall:
1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
  2. *Resident Project Representative (RPR).* If included in Attachment "1" of Exhibit A provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of RPR's services will not exceed ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
  3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
  4. *Visits to Site by Project Engineer/Manager and Observation of Construction by Project Engineer/Manager.* In connection with observations of Contractor's work in progress while it is in progress:
    - a. Make 8 visits, not to exceed 32 hours, to the Site at intervals appropriate to the various stages of construction, as Project Engineer/Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work.

Such visits and observations by Project Engineer/Manager, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Project Engineer/Manager in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Project Engineer/Manager's exercise of professional judgment as assisted by

the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Project Engineer/Manager will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Project Engineer/Manager shall keep OWNER informed of the progress of the work.

- b. The purpose of Project Engineer/Manager's visits to, and representation by the Resident Project Representative, in any, at the Site, will be to enable Project Engineer/Manager to better carry out the duties and responsibilities assigned to and undertaken By Project Engineer/Manager during the Construction Phase, and, in addition, by the exercise of Project Engineer's/Manager efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Project Engineer/Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Project Engineer/Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Project Engineer/Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
5. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

9. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute of "or equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
10. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, test, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
11. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. *Applications for Payment.* Based on ENGINEER'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER'S representation to OWNER, based on such observations and review, that, to the best of ENGINEER'S knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER'S responsibility to observe Contractor's work. In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.12.a are expressly subject to the limitations set forth in paragraph A1.05.A.12.b and other express or general limitations in this Agreement and elsewhere.
  - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER'S review of Contractor's work for the purposes of recommending payments nor ENGINEER'S recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance

with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

13. *Contractor's Completion Documents.*
    - a. Receive and review maintenances and operating instructions, schedules, and guarantees.
    - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, test and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.8 and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER'S review will be limited as provided in paragraph A1.05.A.8.
    - c. ENGINEER shall transmit these documents to OWNER.
  14. *Additional Tasks.* Perform or provide the following Construction Phase tasks or deliverables: See Attachment "1" to Exhibit A.
  15. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a Recommendation of Acceptance that the Work is acceptable to the best of ENGINEER'S knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### **A1.06 Post-Construction Phase**

- A. Upon authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall, up to a maximum of 24 hours:
  1. In company with OWNER or OWNER'S representative, provide an inspection of the Project within two (2) months before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
  2. Provide Engineering services necessary during the correction period.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

## Part 2—ADDITIONAL SERVICES

### A2.01 Additional Services Requiring OWNER'S Authorization in ADVANCE

- A. If not specifically included in Exhibit A Part 1 basic services and if authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER'S control.
  4. Services resulting from OWNER'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4, if any.
  5. Services required as a result of OWNER'S providing incomplete or incorrect Project information with respect to Exhibit B.
  6. Providing renderings or models for OWNER'S use.
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
  8. Furnishing services of ENGINEER'S Consultants for other than Basic Services.
  9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
  10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER'S office.
  11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
  12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as defined in basic services and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in the Project Specifications, including services not specifically listed or provided beyond the hours and dollars in Post-Construction Phase during correction period.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Provide assistance in connection with the testing and adjusting of Project equipment or system.
21. Assist OWNER in training OWNER'S staff to operate and maintain Project, equipment, and systems.
22. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
23. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
24. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
25. Other services performed or furnish by ENGINEER not otherwise provided for in this Agreement.

**A2.02 Required Additional Services**

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed

work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, (6) default by Contractor or (7) weather.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **Attachment 1 to Exhibit A**, consisting of 6 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**.

**Project Description:**

The development of design plans and specifications will be in conformance with the preferred Alternate No. 1 – Digester (90 Day Storage) and Alternate A – Mechanical Biosolids Dewatering of the Biosolids Management Plan Memorandum, City of Wayne prepared by JEO Consulting Group, Inc. dated July 2014 and is anticipated to include the following:

- Design and construction of a new belt filter press (BFP) and building to house the BFP. This building will be a concrete block structure with brick face to match existing buildings. The building will be ventilated and heated (no air conditioning). Appropriate lighting will be provided. The electrical equipment within this building will not be required to be explosion proof.
- Design of appurtenances to support a belt filter press including sludge feed system, polymer feed system, and sludge conveyance.
- Design of a concrete drying bed to be located adjacent to the proposed BFP building.
- Design and construction of clarifier covers for the two existing clarifiers. Several cover options will be reviewed and include, but are not limited to, launder covers, aluminum, fiberglass, fabric and building structure. The alternatives for clarifier covers will be reviewed with the Owner to receive input and select the final cover.
- Design and construction of an effluent reuse system to provide gray water for the BFP, lift station screen and equipment in the headworks building.
- Construction of a two cell aerated digester. JEO will incorporate the digester (Phase 3) plans from the 2009-2010 improvements plan set.
- Design and construction of blowers within the existing lab/blower building or office building to provide air to the proposed aerated digester structure.

**1. Project Management will include the following services:**

- a. Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
- b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- c. Provide oversight to ensure scope of services and schedule is met.
- d. Work with disciplines to identify potential risks and how to mitigate those risks.
- e. Review billed hours by design team and prepare invoice statements for Owner.
- f. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

**2. Meetings included with this scope:**

- a. Conduct one (1) design Kick-Off meeting. Meet with the Owner to review project requirements and confirm direction from the Biosolids Management Plan Memorandum.
- b. Meetings to review and discuss the preliminary (30% complete) design plans and the final (60% and 90% complete) design plans. Three (3) meetings.
- c. One (1) City Council meeting to approve plans and specifications for bidding and one (1) City Council meeting to award the bid.
- d. Attendance at bid opening. One (1) meeting.

- e. Attendance at construction kick-off meeting. One (1) meeting.
- f. Attendance at monthly construction progress meetings. Eight (8) meetings are provided with this scope.

### **3. Preliminary Design Phase:**

- a. Prepare conceptual plans for all proposed site features (digester, BFP building, sludge drying beds, and associated piping). Review physical constraints of proposed site features including adjacent structures, planned land use, existing utilities etc.
- b. Complete preliminary field surveys:
  - i. Establish vertical and horizontal control on the State Plane coordinate system near the project area(s).
  - ii. Conduct a topographic survey of the locations for the proposed belt filter press building, proposed digester and proposed effluent reuse system improvements.
  - iii. Survey the locations of physical features within the proposed site locations (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, WWTF structures, signs, drainage structures, terrain profiles, etc.).
  - iv. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
  - v. Create an electronic drawing illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
- c. Create a preliminary design and hydraulic design for proposed BFP facilities. This shall include:
  - i. BFP building size and layout
  - ii. Equipment layout and proposed piping plan
  - iii. Preliminary sludge feed system design
  - iv. Sludge conveyance system layout
  - v. Preliminary polymer feed system layout
  - vi. Sludge drying bed size and layout
  - vii. Site piping layouts
- d. Prepare a Technical Memorandum (TM) with information pertaining to the alternatives for clarifier covers, effluent reuse, and centrifugal blower use. The Technical Memorandum will be reviewed with the Owner to receive input and assist in selecting the proposed alternative. TM shall address potential alternatives, costs, and expected pros and cons of each system.
- e. Prepare preliminary design (no profiles) for the effluent reuse system and piping. Design shall include:
  - i. Hydraulic sizing of the system and determination of expected flow rate based on the needs of connected equipment
  - ii. Pumping system and location
  - iii. Site piping layout and alternatives
  - iv. Control alternatives
- f. Development of preliminary plans to include a title sheet, location map, civil plan sheets, and appropriate plan and detail sheets to illustrate the proposed improvements.
- g. Assist with equipment selection related to the design of the BFP, clarifier covers, effluent reuse system, and blowers.
- h. Prepare a 30% complete opinion of probable cost.

- i. Conduct an internal quality assurance/quality control (QA/QC) review of the preliminary (30% complete) plan set.
- j. Present and review the preliminary (30% complete) design plans, Technical Memorandum and opinion of probable cost with the Owner and receive comment.

#### **4. Final Design Phase:**

- a. Revise preliminary drawing set following review and input from Owner and internal QA/QC.
- b. Prepare architectural details (floor plan, building elevations, sections, details and schedules) for the BFP building constructed of CMU, brick facing, and wood roof joists.
- c. Prepare structural design of footing and building details and the sludge drying bed.
- d. Prepare mechanical system design and details for heating, ventilation, water service, and floor drains for the building in accordance with City Adopted Building Code.
- e. Prepare electrical service and distribution design and details for the proposed facilities. Electrical details to include expected electrical service details from the existing office building, one-line diagram, panel details, lighting details, receptacle details, details and connectivity. Review electrical design for Arc Flash risk reduction alternatives.
- f. Prepare a preliminary plan for the WWTF control system modifications including monitoring requirements desired of the Owner, logic changes necessary to control the two (2) proposed additional blowers, inclusion of any additional alarms, and level of control required at the BFP and effluent reuse system.
- g. Prepare details for the installation of the selected clarifier covers.
- h. Prepare a 60% complete set of drawings including the previously created drawings for the proposed two (2) cell aerated digester.
- i. Prepare preliminary specifications, including technical specifications related to the materials and installation for the system improvements.
- j. Prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, bid form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.
- k. Prepare a 60% complete opinion of probable cost.
- l. Conduct an internal QA/QC of the 60% complete drawing and specification set.
- m. Present and review the 60% complete plans, specifications and opinion of probable cost with the Owner and receive comment.
- n. Perform necessary modifications to the plans and specifications from comment received at the 60% complete review the Owner.
- o. Prepare a Stormwater Pollution Prevention Plan (SWPPP) and book complying with State regulations.
- p. Create a final 90% complete drawing and specification set. Conduct an internal QA/QC of all the final documents, including the plans, specifications, permit applications, etc.
- q. Present and review final plans and specifications with Owner.
- r. Upon resolving any final comments, sign and seal the plans and specifications by a Professional Engineer registered in the State of Nebraska.
- s. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Nebraska Department of Environmental Quality to obtain an NPDES Storm water permit.
- t. Prepare NDEQ permits for the construction of the improvements and assist Owner the submittal of the permits (Owner shall be responsible for all applicable review and permitting fees).

## **5. Bidding and Negotiation Phase:**

- a. Obtain approval of drawings and specifications and authorization to advertise for bids from the City Council and assist Owner with the Invitation to Bid to be placed into publication.
- b. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- c. Prepare and facilitate a pre-bid meeting and site inspection. Prepare and distribute meeting minutes to all attendees.
- d. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
- e. Attend and assist the Owner with receipt of bids at the bid opening.
- f. Tabulate and analyze construction bids and submit them to the Owner. A written recommendation will be provided by the Engineer, along with any supporting documentation to advise and assist the Owner in award of construction contract(s).
- g. Prepare Contract Documents for one (1) prime contractor (Notice of Award, Construction Contract, Notice to Proceed) for execution by Contractor and the Owner; provide cursory reviews of all insurance and bonds submittals and present to the Owner's legal and insurance counsel for approval; then advise the Owner to proceed with execution of all documents.

## **6. Construction Phase:**

- a. Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- b. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer to compare the selected materials and equipment with the specifications to ensure compliance.
- c. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- d. Provide construction staking of the BFP building, aerated digesters, line for the effluent reuse piping and line and grade for the biosolids transfer piping.
- e. Assist with the preparation and documentation of Arc Flash ratings for all installed panels.
- f. Provide interpretation of the plans and specifications, when necessary.
- g. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
- h. Schedule and conduct eight (8) monthly progress meetings with Owner and Contractor onsite.
- i. Assist the Owner with obtaining the services of a Geotechnical Engineer to conduct material tests of soil and concrete during construction.
- j. Review Geotechnical soil and concrete testing results and notify the Owner and Contractor of the test results. Testing to be paid for by Owner.
- k. Consult with and advise Owner during construction in regards to all aspects of the project.

- l. Assistance with startup of all proposed equipment and structures.
- m. Conduct a final inspection of the project with the Contractor and Owner to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. A list of items (also known as a Punch List) will be produced for the Contractor to complete prior to the entire final payment being released.
- n. Recommend to the Owner the acceptance of the project, and complete the necessary certificate. This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

**7. Resident Project Representation (hourly to a maximum):**

- a. The Resident Project Representation (RPR) will be provided part-time during the entire construction phase for the observation of the facilities.
- b. The RPR will assist the Engineer with the following tasks:
  - i. Review the progress schedules and schedule of values.
  - ii. Communicate with the Engineer in regards to suggestions and recommendations made by the Contractor.
  - iii. Conduct on-site observations of the Contractor's work and report their progress to the Engineer.
  - iv. Consult with the Engineer in regards to scheduling inspections, tests, and system start-ups, and accompany visiting inspectors and technicians during said events.
  - v. Maintain reports of inspections, progress and other pertinent construction data and questions during the construction phase.
  - vi. Review payment applications from the Contractor for compliance with the established procedures.
  - vii. Attend progress meetings.
  - viii. Participate in final inspection; prepare final list of items to be completed or deficient.
  - ix. Compile records for use in preparing record drawings along with Contractor's markups.

**8. Post Construction Phase:**

- a. Provide record drawings to illustrate final location and installation of facilities improvements.
- b. Prepare manufacturer's O&M manuals for inclusion in the overall WWTF O&M.
- c. Submit final documentation to the NDEQ to close out the construction permit.
- d. 11 month on site review with Owner and contractor.

**9. The Owner shall furnish the following:**

- a. Topographic and legal surveys not already in JEO's files.
- b. City staff to review documents at appropriate project phases. Anticipated turn-around of reviews is two (2) weeks.
- c. Attendance and participation at progress meetings.
- d. Support JEO staff in communicating with the Nebraska Department of Environmental Quality.
- e. Legal review of contract documents prepared for bidding.

**10. JEO deliverables:**

- a. At each project phase (or milestone) provide five (5) hard copies of drawings, specifications and/or contract documents appropriate for that phase. Construction Specification Institute (CSI) Divisions 1-32 format will be used. Design will be in AutoCAD format, current version.
- b. Two (2) hard copies and one (1) PDF of the final drawings, specifications and contract documents sealed by a Nebraska Professional Engineer. Bidding and Contract document forms will be based on EJCDC documents.
- c. JEO will provide additional copies of the plans and specifications as needed for NDEQ approval.
- d. Meeting minutes appropriate to the phases of the project. Provide electronic versions in PDF or Word.
- e. Monthly project invoices.

**11. Services not included:**

- a. Obtaining any environmental regulatory permits and clearances beyond the approval of the NDEQ for a construction permit and NDEQ for a Storm Water Discharge Permit.
- b. Installation or maintenance of best management practices (BMP's) corresponding to the implementation of the SWPPP.
- c. Payment of agency review and permitting fees.
- d. Geotechnical investigation. This project will rely on the geotechnical report completed for past projects at this site.
- e. Materials testing services including concrete and soil testing during construction.
- f. Preparation of any Environmental Assessment or reviews deemed necessary for the project.
- g. Property surveys (platting, legal descriptions, setting of property pins).
- h. Attendance at meetings not previously stated in this Scope of Services.
- i. Sludge removal and abandonment of existing lagoons.
- j. Re-design of the previously designed two (2) cell aerated digester. It is expected that these plans can be re-utilized as previously designed.

**12. Project Time Frame:**

- a. Preliminary Design Phase – 90 calendar days from authorization to proceed.
- b. Final Design Phase
  - i. 60% Complete Plans and Specifications – 120 calendar days from authorization to proceed.
  - ii. 90% Complete Plans and Specifications – 150 calendar days from authorization to proceed.
  - iii. Final Plans and Specifications – 180 calendar days from authorization to proceed.
- c. Construction is anticipated to begin in early 2015 and be completed by approximately the end of the year. (Approximately 8-9 months).

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**.

## **OWNER's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

### **B2.01 Unless specifically set forth in Part 1 of Exhibit A, and in addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:**

- A. Provide ENGINEER with all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will required to be included in the Drawings and Specifications; and furnish copies of OWNER'S standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER'S assessment of initially-available Project information and data and upon ENGINEER'S request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretations thereof.
  - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER'S services, or any defect or nonconformance in ENIGNEER'S services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems

appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
  - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the monies paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER'S anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER'S opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:
  - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**.

**Payments to ENGINEER for Services and Reimbursable Expenses**

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Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

**ARTICLE 4 – PAYMENTS TO THE ENGINEER**

**C4.01 For Basic Services Having A Determined Scope—Lump Sum Method of Payment**

- A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER'S Resident Project Representative Services, as follows:
1. A Lump Sum amount of \$162,710.00 based on the following assumed distribution of compensation:

a.	Project Management	\$ 18,600.00
b.	Preliminary Design Phase	\$ 43,250.00
c.	Final Design Phase	\$ 59,050.00
d.	Bidding and Negotiating Phase	\$ 10,600.00
e.	Construction Phase	\$ 25,500.00
f.	Post-Construction Phase	\$ 5,710.00
  2. The lump sum amount for Construction Phase as listed in C4.01A.1 includes up to a maximum of 8 site visits and 32 hours, as listed in A1.05.  
The lump sum amount for Post-Construction Phase listed on C4.01A.1 above is for services listed in A1.06 up to a maximum of 36 hours.
  3. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
  4. The Lump Sum includes compensation for ENGINEER'S services and services of ENGINEER'S Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
  5. The portion of the Lump Sum amount billed for ENGINEER'S services will be based upon ENGINEER'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum. All fees for Post-Construction phase will be billed and paid at the end of Construction Phase.
  6. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 30 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.
  7. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project that identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated for all Basic Services for each prime.

**C4.02 For Basic Services Having an Undetermined Scope—Standard Hourly Rates Method of Payment**

- A. OWNER shall pay ENGINEER for Basic Services having an undetermined scope as follows:
1. *Resident Project Representative Services.* For services of ENGINEER'S Resident Project Representative, if any, under paragraph A1.05A.2 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each (of ENGINEER'S) employees times Standard Hourly Rates for each employee for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER'S Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$64,900.00.

**C4.03 For Additional Services**

- A. OWNER shall pay ENGINEER for Additional Services as follows:
1. *General.* For services of ENGINEER'S employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01A.23, an amount equal to the cumulative hours charged to the Project by each of ENGINEER'S employees times Standard Hourly Rates for each employee for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER'S Consultant's charges, if any.
  2. *Serving as a Witness.* For services performed by ENGINEER'S employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.23, at the rate of \$(to be negotiated) per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER'S Consultants for such services will be on the basis provided in paragraph C4.06.

**C4.04 For Reimbursable Expenses**

- A. Reimbursable Expenses. ENGINEER typically includes most reimbursable expenses in hourly rates. To the extent not included, the OWNER will be notified and will be billed at cost times a factor of 1.1.

**C4.05 Standard Hourly Rates**

- A. Standard Hourly Rates are set forth in Attachment "1" to Exhibit C.
- B. The Standard Hourly Rates may change from time to time to reflect employee pay changes and associated overhead costs.

**C4.06 For ENGINEER'S Consultant Charges**

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER'S Consultants, those charges shall be the amounts billed by ENGINEER'S Consultants to ENGINEER times a Factor of 1.1.

**C4.07 Factors**

- A. The ENGINEER'S Consultant's Factors include ENGINEER'S overhead and profit associated with ENGINEER'S responsibility for the administration of such services and costs.

**C4.08 Other Provisions Concerning Payment**

- A. *Progress Payments.* The portion of the amounts billed for ENGINEER'S services which are related to the services identified in paragraphs C4.02 and C4.03, will be during the billing period based on the cumulative hours charged to the Project by each of ENGINEER'S employees times the Standard Hourly Rate for each employee plus Reimbursable Expenses and ENGINEER'S Consultant's charges, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER'S services

shall be continued based on the Standard Hourly Rates Method of Payment, unless otherwise negotiated.

C. *Estimated Compensation Amounts*

1. ENGINEER'S estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is **Attachment "1" to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**.

**APRIL 2014**

**JEO CONSULTING GROUP INC.**

**CURRENT HOURLY RATE SCHEDULE RANGE**

**ACTUAL HOUR BASIS**

**CURRENT HOURLY RATE SCHEDULE RANGE**

**ACTUAL HOUR BASIS**

Project Managers:	\$115.00	-	\$187.00
Project Engineers/Architects:	\$100.00	-	\$155.00
Project Engineers (E.I.):	\$85.00	-	\$92.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$73.00	-	\$115.00
Office/Administrative:	\$76.00	-	\$100.00
Principals:	\$175.00	-	\$204.00

**D. NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.**

This is **EXHIBIT D**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**.

### **Duties, Responsibilities, and Limitation of Authority of Resident Project Representative**

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Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

#### **D6.02 Resident Project Representative**

- A. ENGINEER shall furnish a Resident Project Representative (“RPR”), to assist the ENGINEER in observing progress and quality of the Work. The RPR under this Exhibit D will provide part-time representation during the Construction Phase of this project.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, the ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited and described as follows:
  - 1. During the Construction Phase, the Engineer shall furnish a part-time Resident Project Representative whose duties shall include, but are not limited to:
    - a. Review of Contractor’s work for general compliance with the plans and specifications.
    - b. Complete Construction Observation Reports when on site.
    - c. Coordinate pay quantities with Contractor and Engineer.
    - d. Review of materials delivered to the site for specification compliance.
    - e. Assist the Engineer in interpretation of the Plans and Specifications to the Contractor.
    - f. Review and coordinate materials testing by assigned testing firm.
    - g. Attend progress meetings.
    - h. Compile records for use in preparing Record Drawings.
    - i. Assist Engineer, as needed, to perform services to be provided by ENGINEER under A.1.05.

**EXHIBIT E  
RECOMMENDATION OF ACCEPTANCE**

DATE OF ISSUANCE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. \_\_\_\_\_

This Recommendation of Acceptance applies to all Work under the Contract Documents or to the following specified parts thereof:

To \_\_\_\_\_

OWNER

And To \_\_\_\_\_

CONTRACTOR

The Work to which this Recommendation of Acceptance applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on (date), expressly subject to the provisions of the related Agreement documents and the terms and conditions set forth herein.

**CONDITIONS OF RECOMMENDATION OF ACCEPTABILITY OF WORK**

The Recommendation of Acceptability of Work ("Recommendation") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Recommendation and rely thereon agree:

1. Said Recommendation is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Recommendation reflects and is an expression of the professional judgment of ENGINEER.
3. Said Recommendation is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Recommendation is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced herein, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced herein.
5. Said Recommendation is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced herein nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following documents are attached to and made a part of this Recommendation of Acceptance:  
Payment Application No. \_\_\_ and Final

This Recommendation of Acceptance does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on \_\_\_\_\_  
Date

By: \_\_\_\_\_  
ENGINEER  
(Authorized Signature)

CONTRACTOR accepts this Recommendation of Acceptance on \_\_\_\_\_  
Date

By: \_\_\_\_\_  
CONTRACTOR  
(Authorized Signature)

OWNER accepts this Recommendation of Acceptance on \_\_\_\_\_  
Date

By: \_\_\_\_\_  
OWNER  
(Authorized Signature)

EJCDC No. 1910-8-D (1996 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**.

## **Insurance**

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Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Each Accident:	<u>\$500,000</u>
	2) Disease, Policy Limit:	<u>\$500,000</u>
	3) Disease, Each Employee:	<u>\$500,000</u>
c.	General Liability --	
	1) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
	2) General Aggregate:	<u>\$2,000,000</u>
d.	Auto Liability--	
	1) Combined Single:	<u>\$1,000,000</u>
e.	Excess or Umbrella Liability --	
	1) Each Occurrence:	<u>\$1,000,000</u>
	2) General Aggregate:	<u>\$1,000,000</u>
f.	Other (specify):	<u>\$1,000,000</u> per occur.
	<u>Professional Liability</u>	<u>\$2,000,000</u> aggregate

2. By OWNER:

a. none

**ORDINANCE NO. 2014-27**

**AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2014, through September 30, 2015. All sums of money contained in the budget statement, as fund totals, are hereby appropriated for the necessary expenses and liabilities of the City of Wayne. A copy of the budget document shall be forwarded, as provided by law, to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Wayne County, Nebraska, for use by the levying authority.

Section 2. 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 16<sup>th</sup> day of September, 2014

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION NO. 2014-79**

**A RESOLUTION TO ADOPT THE 2014-2015 BUDGET FOR THE CITY OF WAYNE.**

WHEREAS, LB 989 changed budget limitation provisions regarding restricted funds for political subdivisions; and

WHEREAS, LB 1114 established levy limits for local governments; and

WHEREAS, the 2014-2015 budget document meets the requirements of the legislative laws; and

WHEREAS the Mayor and Council of the City of Wayne, Nebraska, has conducted a public hearing as prescribed by law and heard and considered comments concerning the 2014-2015 budget for the City of Wayne; and

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska, hereby finds and determines that it is in the best interest of the City that the 2014-2015 budget be adopted as the "Official Budget" for the fiscal year 2014-2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the 2014-2015 budget of the City of Wayne, Nebraska, be and is hereby adopted.

PASSED AND APPROVED this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2014-80**

**A RESOLUTION APPROVING FINAL PROPERTY TAX  
REQUEST FOR FY2014-2015.**

WHEREAS, Nebraska Revised Statute 77-16-01.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Wayne passes, by a majority vote, a Resolution or Ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Wayne that the property tax request for the current year be different than the property tax request for the prior year.

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

1. The 2014-2015 property tax request be set at \$762,600.00; said calculated levy being \$.398342; and
2. A copy of this Resolution be certified and forwarded to the County Clerk prior to October 1, 2014.

PASSED AND APPROVED this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



**RESOLUTION NO. 2014-81**

**A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON LOT 10 AND LOT B ADMINISTRATIVE SUBDIVISION OF LOT 11, BLOCK 3, VINTAGE HILL 2<sup>ND</sup> ADDITION, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 810 BROOKE DRIVE, WAYNE, NEBRASKA.**

**WHEREAS**, the City of Wayne has incurred costs associated with the mowing of the property located at 810 Brooke Drive, Wayne, Nebraska, and legally described as Lot 10 and Lot B Administrative Subdivision of Lot 11, Block 3, Vintage Hill 2<sup>nd</sup> Addition, Wayne County, Nebraska; and

**WHEREAS**, Section 34-61 of the Wayne Municipal Code requires each owner of any lot or parcel of land in the City of Wayne to cut and remove all weeds and other rank growth of vegetation on such property as close to the ground level as possible throughout the period of May 1<sup>st</sup> to October 15<sup>th</sup> of each year; and

**WHEREAS**, the City Administrator or his or her designee has caused to be published in the Wayne Herald the notice required under Section 34-61 specifying that said weeds and other rank growth of vegetation shall be cut during the above-referenced period; and

**WHEREAS**, the City's Public Works Department is authorized under said Section to notify in writing the owner of any property within the City to cut any such weeds found growing on such property by United States mail, postage prepaid, addressed to such owner at his or her last known address or served personally; and

**WHEREAS**, on the failure, neglect or refusal of any such owner to cut or destroy such weeds located upon such property within seven days after the mailing or personal service date of such notice, the City's Public Works Department is authorized to pay for the cutting of such weeds or to order the removal by the City; and

**WHEREAS**, the cost of any such cutting, destroying, or removing such weeds shall be at the expense of the owner of such property; and

**WHEREAS**, if the costs of cutting, destroying or removing weeds and other rank growth of vegetation and costs of removing any refuse, debris, or other obstructions, to permit such cutting are unpaid for two months, pursuant to said Section 34-61, the City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the amount of such expense, and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures; and

**WHEREAS**, the City's Public Works Department has notified Jeffrey L. Ellis and Jill M. Ellis, the owners of 810 Brooke Drive, Wayne, Nebraska, and legally described as Lot 10 and Lot B Administrative Subdivision of Lot 11, Block 3, Vintage Hill 2<sup>nd</sup> Addition, Wayne County, Nebraska, by and through Kozeny & McCubbin Law, Trustee, and LPS Field Services, Property Manager, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid; and

**WHEREAS**, upon the failure, neglect or refusal of Jeffrey L. Ellis and Jill M. Ellis to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Public Works Department did then undertake the removal of such weeds from said property, pursuant to Section 34-61 during the time period of May through and including July; and

**WHEREAS**, the cost of such cutting, destroying or removal of such weeds in the total amount of \$1,500.00 has been sent to Jeffrey L. Ellis and Jill M. Ellis for payment.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$1,500.00 in expenses incurred by the Wayne Public Works Department in removing weeds and other rank growth of vegetation from the property owned by Jeffrey L. Ellis and Jill M. Ellis and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Jeffrey L. Ellis and Jill M. Ellis on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

Lot 10 and Lot B Administrative Subdivision of Lot 11, Block 3, Vintage Hill 2<sup>nd</sup> Addition, Wayne County, Nebraska, more commonly described as 810 Brooke Drive, Wayne, Nebraska.

BE IT FURTHER RESOLVED that pursuant to Section 34-61 of the Wayne Municipal Code, the Wayne County Treasurer shall add such expense to, and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes.

Passed and approved this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA

BY \_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. 2014-63**

**A RESOLUTION OF THE CITY OF WAYNE ESTABLISHING WATER HOOK-UP FEES FOR THE “CHIEF’S WAY WATER MAIN EXTENSION PROJECT.”**

WHEREAS, Section 18-2123 R.R.S provides that a Development Agency may acquire undeveloped land when the same is essential to the proper clearance or redevelopment of an area; and

WHEREAS, the governing body of the City of Wayne has determined that the areas to be served by the existing and future city water main extension described herein is necessary for the proper economic development of an area within the two-mile zoning jurisdiction of the City of Wayne; and

WHEREAS, the governing body has determined that it is in the best interests of the City and the Agency to extend water service to the areas described; and

WHEREAS, this water main extension will also front other properties that will benefit from this utility extension; and

WHEREAS, a utility extension district is not created to finance these extensions; and

WHEREAS, this water main extension will be owned and maintained in perpetuity by the City of Wayne; and

WHEREAS, the City desires to reimburse the City of Wayne Water Utility System fairly and completely for the water main extensions herein described and constructed with City Water Utility funds; and

WHEREAS, the City desires to establish water hook-up fees for the Chief’s Way Water Main Extension based on a fair and equitable allocation of the costs of the “Chief’s Way Water Main Extension” herein described.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, AS FOLLOWS:

Section 1. The governing body of the City of Wayne adopts the LF (linear feet of property frontage) method in Attachment A, CHIEF’S WAY WATER MAIN EXTENSION HOOK-UP FEES and HOOK-UP FEE CALCULATION FORMULA as calculated by Olsson Associates, to be used to determine the water hook-up fees for all properties to be served by the Chief’s Way Water Main Extension.

Section 2. That the hook-up fees above provided for shall be financed over a period of ten years and bear interest at the rate of three percent (3%) per annum. Delinquent installments shall bear interest at the rate provided by law until paid and shall be collected in the usual manner for the collection of taxes. Installments may be prepaid at anytime at the option of the property owner as provided by law.

Section 2. The City Clerk will attach a copy of this signed Resolution with the title of each real estate property located east of Centennial Road South

Section 4. If any lot included in the calculations of Attachment A merges with another lot also included in the calculations of Attachment A, the hook-up fee for the new combined lot shall become the total calculated for the original merged lots.

Section 5. If a lot that is included in the calculations of Attachment A is or becomes connected to the water main through another lot being served by the Chief’s Way water main, including a connection through a building, the hook-up fee for the additional lot that is connected through the first lot will become due as calculated in Attachment A.

PASSED AND APPROVED this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

CHIEF'S WAY SANITARY SEWER & WATER MAIN EXTENSIONS  
 ADDITIONAL WATER MAIN CONNECTION FEE CALCULATION  
 WAYNE, NE  
 OA PROJECT NO. 012-2523  
 05.16.14

NO.	ITEM	UNIT	PLAN QUANTITY	FINAL QUANTITY	ADD/ DEDUCT	UNIT PRICE	EXTENSION
18	INSTALL 8" PVC WATER MAIN	LF	415	1379	964.00	\$15.00	\$ 14,460.00
26	INSTALL 8" X 6" TEE M.J.	EA	1	2	1.00	\$275.00	\$ 275.00
28	INSTALL 8" GATE VALVE M.J.	EA	1	2	1.00	\$1,800.00	\$ 1,800.00
34	INSTALL TYPE IV FIRE HYDRANT ASSEMBLY (H=6')	EA	1	2	1.00	\$3,500.00	\$ 3,500.00
39X	INSTALL TYPE VII FIRE HYDRANT ASSEMBLY (H=6')	EA	0	1	1.00	\$4,300.00	\$ 4,300.00
40X	CONNECT TO EXISTING WATER MAIN	EA	0	1	1.00	\$2,000.00	\$ 2,000.00
ADDITIONAL WATER MAIN CONSTRUCTION SUBTOTAL:							\$ 26,335.00
ADDITIONAL WATER MAIN ENGINEERING FEES:							\$ 2,800.00
<b>ADDITIONAL WATER MAIN GRAND TOTAL:</b>							<b>\$ 29,135.00</b>

PROPERTY	FRONTAGE (LF)	CONNECTION FEE
GROSSENBERG	1393.19	\$20,315.61
LOT 5, LOGAN VALLEY INDUSTRIAL PARK	302.18	\$4,406.41
LOT 6, LOGAN VALLEY INDUSTRIAL PARK	302.63	\$4,412.98
<b>TOTAL:</b>	<b>1998.00</b>	<b>\$29,135.00</b>

**RESOLUTION NO. 2014-73**

**A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.**

WHEREAS, the City Council, by and through the City Code and as a matter of general policy, establish certain rates, fees and charges for purposes of raising operating revenue and covering costs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Wayne, Nebraska, that the attached schedule of rates, fees and charges are hereby amended and the same shall, if not already in effect, become effective upon the passage and approval of this Resolution.

PASSED AND APPROVED this 16<sup>th</sup> day of September, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

## SCHEDULE OF FEES

<b>Utility Deposits</b>		<b>2013</b>	<b>Proposed Changes</b>	<b>Last Amended</b>
Electric	\$	125.00	\$ 150.00	2007
Water	\$	50.00	\$ 75.00	2007
Sewer	\$	50.00	\$ 75.00	2007
Reconnect Fees	\$	50.00	\$ 75.00	
Overtime Rate	\$	75.00	\$ 100.00	
<b>Bad Checks</b>	\$	30.00	\$ 50.00	2004
<b>Dog License</b>	\$	6.00		2011
<b>Fingerprints</b>	\$	20.00		
<b>Vendor's Permit</b>	\$	25.00		
<b>Vehicle Storage (Per Day Outside)</b>	\$	10.00		
<b>(Per Day Inside)</b>	\$	25.00		
<b>Impounded Vehicle</b>	\$	150.00		
<b>Parking Fines:</b>				
Paid within first five days	\$	15.00		
Paid between 6-15 days	\$	30.00		
Paid after 15 days	\$	45.00		
<b>Police Reports</b>		\$5.00 up to 6 pgs		
<b>Copies</b>	\$	0.25		
Color	\$	1.00		
CAD Maps (24" wide)	\$	15.00		
CAD Maps (36" wide)	\$	25.00	\$ 20.00	
CAD Maps (42" wide)			\$ 25.00	
Digital Scan per page`			\$ 10.00	
<b>Private E-Mail Use (per e-mail)</b>		<b>\$25.00</b>		
<b>Electronic Media (i.e. CD's)</b>		\$25.00		2012
<b>Faxes (per page)</b>	\$	2.00		
International Faxes (per page)	\$	6.00		
<b>Clearing Snow and Ice (per hr w/ min. of 1 hr)</b>	\$	75.00		
<b>Mowing (per hr w/ min. of 1 hr)</b>	\$	300.00		
<b>Route Vendor</b>	\$	100.00		
<b>Water/Sewer Hook-ups</b>				
Residential	\$	250.00		
Commercial	\$	500.00		

## SCHEDULE OF FEES

	2013	Proposed Changes	Last Amended
<b>Well Permit Fee</b>			
Non-Domestic - over 100 gpm	200 + Engineering Fee		
Domestic - less than 100 gpm			
<b>Excavation Permit</b>			
	\$	25.00	
Annual Fee	\$	250.00	
<b>Moving Permit</b>			
Primary	\$	200.00	
Accessory	\$	50.00	
<b>Razing Permits</b>			
Residential & Commercial	\$	60.00	\$ 75.00
Accessory Structures (includes garages)	\$	20.00	\$ 25.00
<b>Auditorium</b>			
Rental	\$	225.00	250.00
State Registered	\$	100.00	2004
Youth	\$	35.00	2004
North Meeting Room	\$	75.00	2004
State Registered	\$	45.00	2004
Breakfast/Lunch Mtgs	\$	45.00	2004
Damage Deposit	\$	150.00	2004
With Sound System	\$	200.00	2007
<b>Library/Sr Center Mtg Rm</b>	\$	25.00	
<b>Senior Center Rental</b>	\$	150.00	
Damage Deposit	\$	150.00	
<b>Fire Hall Rental</b>	\$	150.00	\$ 200.00
Damage Deposit	\$	150.00	\$ 200.00
<b>Pool</b>			
		<b>10% Increase</b>	
Family Ticket	\$	95.00	\$ 105.00
Pre-Season Discount	\$	85.00	\$ 94.00
Individual Ticket	\$	55.00	\$ 61.00
Pre-Season Discount	\$	50.00	\$ 55.00
<b>Daily Admissions - Over 12</b>	\$	4.50	\$ 4.95
<b>Ages 6-12</b>	\$	3.50	\$ 3.85
<b>Age 5 and below</b>	\$	3.00	\$ 3.30
Swimming Lessons	\$	30.00	\$ 33.00
Swimming Parties	\$	75.00	\$ 83.00

## SCHEDULE OF FEES

	<b>2013</b>	<b>Proposed Changes</b>	<b>Last Amended</b>
<b>Activity Center</b>		<b>10% increase</b>	
Family	\$ 268.49	\$ 296.00	2011
Adult Married Couple	\$ 207.46	\$ 229.00	2011
Single Adult	\$ 152.55	\$ 168.00	2011
Senior Married Couple	\$ 99.72	\$ 110.00	
Single Senior	\$ 74.77	\$ 83.00	
 College			
Year	\$ 104.69	\$ 116.00	
9-months	\$ 86.66	\$ 96.00	
Semester	\$ 61.50	\$ 68.00	
College Married Couple	\$ 166.15	\$ 183.00	
High School (Grades 9-12)	\$ 88.39	\$ 98.00	2011
Middle School (Grades 5-8)	\$ 71.27	\$ 79.00	2011
Elementary School (Grades K-4)	\$ 55.00	\$ 61.00	2011
 Punch Card (10 visits)	\$ 31.95	\$ 36.00	
Punch Card (5 visits)	\$ 21.30	\$ 24.00	

### **CORPORATE RATES**

Family			
6 - 25 Members	\$ 246.46	\$ 272.00	
26+	\$ 235.28	\$ 259.00	
 Adult Couple			
6 - 25 Members	\$ 192.22	\$ 212.00	
26+	\$ 186.63	\$ 206.00	
 Adult Single			
6 - 25 Members	\$ 141.18	\$ 156.00	
26+	\$ 132.79	\$ 147.00	

### **Plan Review Fee (non-refundable)**

1. Inspections outside of normal business hours; \$35 plus \$25/hour after first hour and expenses at actual cost.
2. Reinspections fees assessed under the provisions of Sec. 305(g), \$35 plus \$25/hour after first hour and expenses at actual cost.
3. Inspections for which no fee is specifically indicated; \$35 plus \$25/hour after first hour and expenses at actual cost.
4. Additional plan review required by changes, additions, or revisions to approve plans; \$35 plus \$25/hour after first hour and expenses at actual cost.
5. Inspections for Property Maintenance Code - \$35 plus \$25/hour after first hour and expenses at actual cost.

<b>Sidewalk</b>	\$	25.00
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### **Property Maintenance Fees**

Initial Code Complaint Inspection; \$35 plus \$25/ hour after first hour and expenses at actual cost		
Final Inspection to Verify Compliance	\$	-
Failure to Meet 1st Notice Compliance Deadline	\$	300.00
Failure to Meet 2nd Notice Compliance Deadline	\$	300.00

## SCHEDULE OF FEES

	<b>2013</b>	<b>Proposed Changes</b>	<b>Last Amended</b>
<b>Driveway/Apron Cons. Permit</b>	\$	35.00	
Plus Bond/Deposit			
<b>Zoning Regulation</b>			
Amendment Text	\$	100.00	
Amendment District/Map	\$	200.00	
<b>Variance Application (Board of Adjustment)</b>	\$	200.00	
<b>Use by Exception Application</b>	\$	200.00	
<b>Subdivision</b>			
Preliminary Plat	\$250 + \$5 /lot	\$	100.00
Final	\$150 + \$1.50/lot	\$	200.00
Variance	\$	150.00	
<b>Lot Split/Admin. Subdivision</b>	\$	175.00	\$ 150.00
<b>Meter Testing</b>			
Residential	\$	15.00	\$ 30.00
Non-Residential	\$	25.00	\$ 50.00
Specially Req. Bldg Inspect.	\$	30.00	
<b>Garbage Haulers</b>			
Class A Permit	\$	400.00	
Class B Permit	\$	30.00	
<b>Special Designated Liquor Permits</b>			
(For Those without Catering License)	\$	40.00	
<b>Plumber Permits</b>			
New	\$	100.00	
Renewal	\$	50.00	
<b>Electrician Permits</b>			
New	\$	100.00	
Renewal	\$	50.00	
<b>Pawnbroker Permit</b>	\$	50.00	
<b>ATV &amp; Utility Vehicle Permit</b>	\$	75.00	
<b>ATV &amp; Utility Vehicle Operator's Permit</b>	\$	25.00	

## SCHEDULE OF FEES

	<b>2013</b>	<b>Proposed Changes</b>	<b>Last Amended</b>
<b>Occupation Taxes:</b>			
Telephone & Telecommunication		5%	
Fireworks	\$	100.00	
Natural Gas Companies			
Residential		\$2.50 per month	
Commercial		\$5.00 per month	
Industrial		\$50.00 per month	
Utility Franchise Fees:			
Electric		8.50%	10.5%
Water		7.00%	8%
Sewer		7%	7%
Hotel		5%	
Alcoholic Liquors		2x License Fee	
Non-Profit Class C		\$150	
Special Designated Liquor Permits w/o a Catering License	\$	40.00	
Cable		5%	