

**AGENDA
CITY COUNCIL MEETING
December 2, 2014**

1. [Approval of Minutes – November 18, 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. [Adjourn Sine Die](#)

4. [Swearing in of Newly Elected Mayor and Councilmembers](#)

5. [Select President of Council](#)

6. [Reconvene](#)

7. [Presentation of Dedication of Service Plaque to Outgoing Councilmember](#)

8. [Ordinance 2014-36: Amending Wayne Municipal Code, Section 90-264 Permitted Conditional Uses in the R-3 Residential Zoning District \(Second Reading\)](#)

9. [Ordinance 2014-37: Amending Wayne Municipal Code, Section 90-710 Parking Regulations, Terrace \(4\) \(Second Reading\)](#)

10. [Ordinance 2014-38: Amending Wayne Municipal Code Section 78-130 Prohibited Parking; Southeast Quadrant of the City of Wayne \(Cityside Park\) \(Second Reading\)](#)

11. [Ordinance 2014-39: Amending Wayne Municipal Code Section 78-131 Restricted Parking Midnight to 5:00 a.m.; Southeast Quadrant of the City of Wayne \(Cityside Park\) \(Second Reading\)](#)

12. [Ordinance 2014-41: Amending Wayne Municipal Code, Section 78-134 relating to Parking Time Limits of 30 Minutes and One Hour \(Second Reading\) \(Mineshaft Mall\)](#)

13. [Ordinance 2014-42: Amending Wayne Municipal Code, Section 78-134 relating to Parking Time Limits of 30 Minutes and One Hour \(City Hall\)](#)

Background: This action will limit the parking time in front of the City Hall building to one hour for the area between the sidewalk in front of City Hall and the 3rd Street intersection.

14. [Ordinance 2014-43: Annexing Certain Real Estate to the City of Wayne and Extending the Corporate Limits in the Northeast Quadrant \(Pacific Coast Feather Property\)](#)

Background: At their monthly meeting on November 25th, the Wayne Community Redevelopment Authority (CRA) received an offer to purchase 6 acres of the former Pacific Coast Feather property. They rejected the price offered, but moved to have that property and the additional land being purchased from S&M Liquid Tire replatted so that subdivided lots can be sold to future potential buyers. The area to be replatted is partially in the city limits and partially outside the city limits. Because Wayne City Code requires the owners of property abutting city corporate limits that is being subdivided to request annexation, the CRA is requesting annexation as part of their subdivision action.

Recommendation: The recommendation of the CRA is to annex the area to be replatted and subdivided as requested.

15. [Action to accept a 75% Grant from the Nebraska Recycling Association to replace the old cardboard baler at the transfer station with an \\$14,397 new baler](#)

Background: The cardboard baler at the City owned Transfer Station failed from wear and metal bent out of shape. We are operating with a loaner baler from Gill Hauling who leases the Transfer Station under a contract to operate that was last bid out in 2012. About 27,000 tons per year is baled and shipped from the Transfer Station. The cost of the replacement baler is \$14,397, and this grant will cover 75% of the cost. The original source of the grant funds is the Nebraska Environmental Trust, which receives the bulk of its funding from the Nebraska Lottery.

Recommendation: The recommendation of Gene Hansen, Building Facilities Manager, is to accept the grant and install the new baler.

16. [Action to accept a \\$1,000 Grant from Nebraska State Recycling Association for the purchase of recycling containers for downtown Wayne](#)

Background: The Green Team has applied for and received a \$1,000 grant to help purchase new recycling containers to place with the waste containers downtown. They are fundraising for matching funds and will request Council approval for the design of the containers.

Recommendation: The recommendation of the Green Team is to accept the grant.

17. [Resolution 2014-100: Approving Engineering Services Agreement with KMA and Nebraska Department of Roads for construction oversight of the Windom Street project in 2015](#)

Background: This agreement is for construction oversight services. The Windom Street Project is operated and 80% funded by the Nebraska Department of Roads using Federal Highway Administration Funds. This agreement was negotiated between KMA and NDOR, but must be approved by the City of Wayne.

Recommendation: At the last Council meeting, we approved the low bid from Steve Harris Construction secured by the Department of Roads to tear out and repave four blocks of Windom Street and replace the water and storm drain mains. These engineering services are required by NDOR to construct the project.

18. [Resolution 2014-101: Approving Corporate Resolution for Signatures at First Nebraska Bank of Wayne](#)

Background: This is a normal action required after City elected officials change and bank names change.

19. [Resolution 2014-102: Accepting Bid and Awarding Contract on the “Windom Street Storm Sewer Improvement” Project](#)

Background: There is a section of a slowly failing City storm drain system that diagonally crosses private property in the area of 10th and Windom Streets. We bid this replacement work out last spring and rejected all bids (3) as too high. We received two bids today, and the apparent low bidder is Robert Woehler & Sons Construction for \$88,383.00. They were also the low bidder in the spring, with a bid of \$97,455.00. The start date for this project is May 18, 2015, with an anticipated completion date of July 17, 2015.

20. [Resolution 2014-103: Amending the Personnel Manual, Section 14.100 Benefits](#)

Background: The level of employee benefits provided through the City’s group health plan is annually reviewed and set by the City Council for the next calendar year. This action would increase the deductible per employee from \$1,000 to \$1,500 and \$3,000 per family. For those employees that participate in the health incentive of no tobacco use by employee or spouse and an annual physical by employee and spouse, the deductible in this action would be set at \$1,000 per employee and \$2,000 per family. The attached Resolution also increases the amount paid by the employee as well as the City, which is outlined in red. These recommendations came out of the budget work session.

21. [Action on NDOR Annual Maintenance Agreement](#)

Background: The Nebraska Department of Roads has the same standard agreement with all Nebraska towns for those sections of State highway that are in the city limits. A copy of that original agreement is attached. This agreement must be renewed annually.

22. [Action on Change Order No. 1 on the “2014 Hillside Drive Paving & Storm Sewer Improvement Project”](#)

23. [Appointments:](#)

[Recreation-Leisure Services Commission: Doug Sturm and Steve Lutt](#)

24. [Set Date and Time for Council Retreat – January 23 and 24, 2015](#)

25. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

November 18, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, November 18, 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 November 6, 2014, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of November 4, 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:

CORRECTIONS TO CLAIMS LIST OF 11/4/14: DELETE CLAUSSEN IRRIGATION, SE, 2635.59

VARIOUS FUNDS: AMERITAS, SE, 2273.67; APPEARA, SE, 40.81; ARNIE'S FORD, SU, 36216.00; BAKER & TAYLOR BOOKS, SU, 852.92; BANK FIRST, SE, 15.00; BARONE SECURITY SYSTEMS, SE, 81.96; CITY EMPLOYEE, RE, 76.39; CHARTWELLS, SE, 6641.60; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 20.00; CITY OF WAYNE, PY, 61881.01; CITY OF WAYNE, RE, 109.77; CLAUSSEN & SONS IRRIG., SE, 250.00; COMMUNITY HEALTH, RE, 4.00; COUNTRY NURSERY, SE, 15723.00; CITY EMPLOYEE, RE, 414.75; DANKO EMERGENCY EQUIPMENT, SU, 966.19; DAVE'S DRY CLEANING, SE, 90.00; ECHO GROUP,

SU, 23.99; FLOOR MAINTENANCE, SU, 65.47; GAMBLE LANDSCAPING, SE, 965.00; HARTINGTON TREE, SE, 3374.00; HHS REGULATION & LICENSURE, FE, 115.00; ICMA, SE, 6835.74; INGRAM BOOK CO, SU, 599.12; IRS, TX, 22746.71; JEO CONSULTING GROUP, SE, 8102.50; JOHN'S WELDING AND TOOL, SE, 19.80; KANSAS MUNICIPAL UTILITIES, FE, 245.00; KELLY SUPPLY, SU, 122.51; KEPSCO, SU, 18.28; KRIZ-DAVIS, SU, 33856.35; LINPEPCO, SU, 138.50; LOREN PARK, RE, 500.00; MARCO, SE, 135.45; MATHESON TRI-GAS, SU, 29.76; CITY EMPLOYEE, RE, 8.83; MIDWEST LABORATORIES, SE, 697.85; MILO MEYER CONSTRUCTION, SE, 539.85; CITY EMPLOYEE, RE, 128.67; NE DEPT OF REVENUE, TX, 3232.07; NE RURAL ELECTRIC ASSOC, SU, 121.25; NPPD, SE, 256407.56; NORFOLK DAILY NEWS, SU, 149.00; NNPPD, SE, 12306.60; NORTHEAST TIRE SERVICE, SE, 90.95; ONE CALL CONCEPTS, SE, 117.25; OVERHEAD DOOR COMPANY, SE, 1503.75; PAC N SAVE, SU, 166.58; RANDOM HOUSE, SU, 472.87; CITY EMPLOYEE, RE, 256.95; SCHWAN'S FOOD CO, RE, 200.00; SIGNS BY TOMORROW, SE, 1628.00; SKARSHAUG TESTING LAB, SE, 125.15; SPARKLING KLEAN, SE, 1659.55; SHOPKO PHARMACY, SE, 99.98; SHOPKO, SU, 84.80; STADIUM SPORTING GOODS, SU, 630.00; STATE OF NE, FE, 140.00; STAYWELL, SU, 122.21; VIAERO, SE, 127.47; W.T. COX SUBSCRIPTIONS, SU, 1922.68; WASTECAP NEBRASKA, FE, 159.00; WAYNE AIRPORT, RE, 70000.00; WAYNE COMMUNITY SCHOOLS, SU, 85.00; WAYNE VETERINARY CLINIC, SE, 448.00; WESCO, SU, 993.65; WAPA, SE, 27551.97; WINGATE INN, SE, 539.70; WISNER WEST, SU, 140.39; AMAZON.COM, SU, 286.65; APPEARA, SE, 124.03; ASA FOOTBALL, SU, 512.95; CITY EMPLOYEE, RE, 45.72; CITY EMPLOYEE, RE, 108.31; BROWN PLUMBING, SE, 115.75; CARMIE MAROTZ, RE, 500.00; CARROT-TOP INDUSTRIES, SU, 42.97; CIVICPLUS, SE, 3984.12; CLAUSSEN & SONS IRRIG., SE, 3274.84; COOPORTUNITY HEALTH, SE, 31343.75; CREATIVE DISPLAYS, SU, 141.20; DEARBORN NATIONAL LIFE, SE, 1854.28; DEMCO, SU, 96.00; CITY EMPLOYEE, SU, 150.00; ECHO GROUP, SU, 1089.43; ELECTRONIC ENGINEERING, SE, 4832.02; ELECTRONIC SYSTEMS, SE, 65.00; FASTENAL, SU, 288.87; FIRST SOURCE TITLE&ESCROW, SE, 100.00; GALE GROUP, SU, 165.68; GEMPLER'S, SU, 93.95; GERHOLD CONCRETE, SU, 197.56; GLEN'S AUTO BODY, SE, 77.32; HAWKINS, SU, 501.31; HEWLETT-PACKARD, SU, 8685.80; KTCH, SE, 625.00; LERNER PUBLISHING GROUP, SU, 355.36; LUTT OIL, SU, 5779.70; MIDWEST MECHANICAL, SU, 430.26; MIDWEST MESSENGER, SU, 35.00; MSC INDUSTRIAL, SU, 306.93; CITY EMPLOYEE, RE, 16.00; NE AIR FILTER, SU, 518.08; NE DEPT OF ENVIRONMENTAL, SE, 199928.82; NE SAFETY COUNCIL, SU, 8.86; NORTHWEST ELECTRIC, SU, 8501.25; NOVELTY MACHINE & SUPPLY, SU, 186.45; OMAHA TRUCK CENTER, SU, 89.96; CITY EMPLOYEE, RE, 64.00; PIEPER & MILLER, SE, 1800.00; PITNEY BOWES, SU, 258.00; POLLARD PUMPING, SE, 300.00; POSTMASTER, SU, 636.31; QUILL, SU, 285.83; STEVE LAMOUREX, SE, 87.00; SUPERCIRCUITS, SU, 9086.48; THE CHILD'S WORLD, SU, 75.80; TYLER TECHNOLOGIES, SE, 200.00; W.T. COX SUBSCRIPTIONS, SU, 22.64; WATERLINE ENVIROTECH, SU, 401.88; WAYNE AUTO PARTS, SU, 732.60; WAYNE HERALD, SE, 1357.27; WAYNE RENTALS,

RE, 3500.00; WESCO, SU, 1054.35; WINDOM RIDGE, RE, 2873.37; ZEE MEDICAL SERVICE, SU, 80.35

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

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Phil Monahan, Fire Chief, requested Council consideration to approving the membership application of Tim Reinke to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, to approve the membership application of Tim Reinke to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, requested Council consideration to approving the membership application of Drew Davie to the Wayne Volunteer Fire Department Cadet Program.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to approve the membership application of Drew Davie to the Wayne Volunteer Fire Department Cadet Program. 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 on the Application for Community Development Block Grant Funds on behalf of Jennifer and Chadric Claussen in the amount of \$52,500 to purchase Swans Apparel located at 205 Main Street.

The total project costs are \$252,530 to purchase the building/real estate, which includes inventory, FFE, Point of Sale, Working Capital and Goodwill/Fees. State Nebraska Bank will provide a loan up to \$75,000. The City of Wayne will provide \$52,500 through its CDBG Revolving Loan funds and \$47,530 from its LB840 funds. Wayne Area Economic Development will provide \$10,000 for working capital. NED, Inc., is also loaning the Claussens \$52,500. The Claussens will provide equity of \$15,000 in cash for the project. The project will create and/or retain 3.5 employees.

Jeff Christensen, Business Loan Specialist with Northeast Nebraska Economic Development District, was present to answer questions. The District has approved this loan, with the terms being for 15 years at 5% interest. The CDBG funds will be sub-granted to NED, Inc., who will in turn loan the funds to the Claussens.

Jennifer and Chadric Claussen were present to answer questions.

Councilmember Giese had concerns about the amount of equity that the Claussens were contributing to the financing of the project.

Councilmember Ley and Sievers spoke in favor of this project, as well as Lukas Rix, adjacent business owner, and Matthew Ley, representing the Downtown Wayne Association.

Melodie Younts, adjacent business owner, spoke against the project.

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

Councilmember Sievers introduced Resolution No. 2014-92 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2014-92

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

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

Wes Blecke, Director of Wayne Area Economic Development, was present and advised the Council that the LB840 Sales Tax Advisory Committee met to review and make recommendations on two LB840 requests.

On the first application, the Committee reviewed the request of Jennifer and Chadric Claussen for a \$47,530 loan to purchase Swans Apparel (business and building). The requested terms were for a forgivable loan at \$47,530. The recommended or modified terms from the Committee was for one-half of the amount or \$23,765 to be a forgivable loan, and one-half or \$23,765 to be a loan for 15 years at 3% interest. There were no terms on the forgivable loan.

It was noted that the LB840 Sales Tax Advisory Committee has never denied a loan, but they have modified terms. The Council has been more lenient in the past on these loans.

Mayor Chamberlain stated this business would be a significant contributor to sales tax. Many businesses who have received LB840 funds will never contribute to sales tax.

Jennifer and Chadric Claussen were present to answer questions. Ms. Claussen stated for her small business loan guarantee, she would need funds to be forgivable so she would have more equity. Loren Kucera is comfortable with what the Committee is recommending.

Councilmember Haase was in favor of this loan as recommended by the Committee.

Councilmember Eischeid understood the concerns of some of the Councilmembers and the amount of equity being put into this, but he also understood that at their age, they would not have much equity. He trusts the banker's and the committee's recommendation if they feel this is the right or best thing to do, then the City should do the same.

Councilmember Giese had a concern over the forgivable aspect of the loan. He would be more comfortable with a lower interest loan. He did not think the City's judgment could be based off the bank's judgment, because they are the first lien holder. He would be willing to give a 0% loan.

Councilmember Muir advised the Council that he received a call from a constituent that was concerned about the low investment on the Claussen's part.

After further discussion, Councilmember Sievers made a motion, which was seconded by Councilmember Haase, approving the recommendation of the LB840 Sales Tax Advisory Committee to approve a \$23,765 loan with the condition that it be based on 1.5 employees and forgivable over five years, and a \$23,765 loan with a term of 15 years at 3% interest to Jennifer and Chadric Claussen. Mayor Chamberlain stated the motion,

and the result of roll call being all Yeas, with the exception of Councilmember Giese who voted Nay, the Mayor declared the motion carried.

Ms. Claussen advised Attorney Miller she wanted to make payments on a monthly basis.

On the second application, the Committee reviewed a request by Wayne Area Economic Development for a \$5,000 grant for administration of the Wayne Area Economic Development Program fund. WAED is requesting funds to help cover the costs associated with administering the LB840 fund for the City of Wayne. These costs include staff time to meet with potential applicants, attend committee meetings to review the applications, prepare semi-annual reports, attend City Council meetings representing the Committee, and reporting semi-annually on the program. This request has been reduced to \$5,000 since Wayne County increased its contribution to WAED by \$5,000.

Councilmember Sievers made a motion, which was seconded by Councilmember Ley, approving the recommendation of the LB840 Sales Tax Advisory Committee for a \$5,000 grant for marketing and administration of the Wayne Economic Development Program Fund. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-264 Permitted Conditional Uses in the R-3 Residential Zoning District. The applicant, City of Wayne, seeks the request to amend the conditions for a multi-family structure.

The Planning Commission reviewed the information at their public hearing on November 3, 2014, and forwarded a recommendation to approve the same subject to the following "Findings of Fact:"

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

The amendment is as follows:

Sec. 90-264. Permitted conditional uses

A building or premises in an R-3 district may be used for the following in conformance with the prescribed conditions:

1. For a bed and breakfast guest home:
 - a. Parking as required in Section 90-710.
 - b. Signs in conformance with Section 90-713.
 - c. A maximum of four rooms or suites of rooms are made available for use as transient lodging.
 - d. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.
2. For a domestic shelter, the maximum number of occupants shall not exceed one person per 1,000 square feet of lot area.
3. For a multi-family dwelling.
 1. The maximum number of sleeping rooms shall not exceed one per ~~500~~ 700 square feet of lot area.
 2. The front of the building facing the street shall include one of the following:
 - a. A door and eight (8) percent of the surface area covered with windows.
 - b. Ten (10) percent of the surface area covered with windows.
 3. The primary means of egress for any dwelling unit shall not exit into a side yard unless the door is at least 30 feet from the property line it is facing.
 4. The primary means of egress must exit onto a covered stoop or deck.
 5. Twenty (20) percent of the lot must be maintained as landscaping which is not paved or used for parking.

It was noted that staff recommended going from 500 square feet of lot area to 800 square feet of lot area, but the Planning Commission reduced that to 700 square feet of lot area.

Councilmember Brodersen thought Council should approve the recommendation of the Building Inspector.

This will not affect any project that has already been started.

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

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

Councilmember Sievers introduced Ordinance No. 2014-36, and moved for approval thereof, with the amendment that the maximum number of sleeping rooms shall not exceed one per **750** square feet of lot area; Councilmember Ley seconded.

ORDINANCE NO. 2014-36

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 4 R-3 RESIDENTIAL DISTRICT, SECTION 90-264 PERMITTED CONDITIONAL USES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-710 Parking Regulations, Terrace (4). The applicant, City of Wayne, seeks the request to increase the minimum terrace parking stall size from 8'x20' to 9'x20'.

The Planning Commission reviewed the information at their public hearing on November 3, 2014, and forwarded a recommendation to approve the same subject to the following "Findings of Fact:"

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

The definition is as follows:

Sec. 90-710

Terrace

1. Parking or driveway surface shall only be on concrete or hot mix asphalt.
2. Parking or driveway surface shall be a minimum of five and a half (5½) inches thick and shall include the intersecting sidewalks to the same depth.
3. Parking or driveway surface shall have the curb ground or sawed out the entire parking or driveway width.
Exception: When proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.
4. Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be an ~~8'~~ 9 X 20' rectangle.
5. Terrace parking shall not interfere with the intersection site triangle of this code.
6. Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.
7. Terrace parking and driveway surfaces shall be excavated a minimum of four (4) inches deeper than the surrounding terrain or unpaved surface.
8. Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of twelve (12) inches wide the entire width of the parking surface or driveway.
9. Parking or driveway surfaces shall be placed on a minimum of two (2) inches of compacted sand or gravel material.
10. Proposed parking or driveway surface's property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

This, again, will not affect any project that has already been started.

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

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

Councilmember Eischeid introduced Ordinance No. 2014-37, and moved for approval thereof; Councilmember Ley seconded.

ORDINANCE NO. 2014-37

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, SECTION 90-710 PARKING REGULATIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Sievers introduced Ordinance No. 2014-31, and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2014-31

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 22, ARTICLE II. OCCUPATION TAX BY ADDING SECTION 22-37 UTILITY FRANCHISE FEES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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. 2014-32, and moved for approval of the third and final reading thereof; Councilmember Ley seconded.

ORDINANCE NO. 2014-32

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE II, SECTION 22-33 OF THE WAYNE MUNICIPAL CODE REGARDING NATURAL GAS COMPANIES; FRANCHISE FEE; TO REPEAL THE ORIGINAL SECTION; AND PROVIDE AN EFFECTIVE DATE.

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

The following ordinance would prohibit parking in Cityside Park on the east and south sides of the streets in this subdivision.

Councilmember Sievers introduced Ordinance No. 2014-38, and moved for approval thereof; Councilmember Haase seconded.

ORDINANCE NO. 2014-38

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-130 RELATING TO PARKING; PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

The following ordinance would restrict parking midnight to 5:00 a.m. in Cityside Park on the west and north sides of the streets in this subdivision.

Councilmember Sievers introduced Ordinance No. 2014-39, and moved for approval thereof; Councilmember Ley seconded.

ORDINANCE NO. 2014-39

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-131 RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

The following ordinance would impose a sales and use tax in the amount of one-half of one percent onto the already 1% in place.

Councilmember Ley introduced Ordinance No. 2014-40, and moved for approval thereof; Councilmember Sievers seconded.

ORDINANCE NO. 2014-40

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 2, ARTICLE VI RELATING TO SALES AND USE TAX; IMPOSING AN ADDITIONAL ONE-HALF OF ONE PERCENT SALES AND USE TAX UPON THE SAME TRANSACTIONS WITHIN THE CITY OF WAYNE UPON WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX; PROVIDING EFFECTIVE DATE; PROVIDING TERMINATION DATE; PROVIDING DEPOSIT IN THE GENERAL FUND AND THE ALLOCATION THEREOF.

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

Councilmember Ley made a motion and Councilmember Brodersen seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Ley made a motion and Councilmember Eischeid seconded to move for final approval of Ordinance No. 2014-40. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Doug Sturm was present requesting Council consideration to establishing one-hour time limits on two parking stalls in front of the entrance door at the Mineshaft Mall.

This would provide close up parking for less ambulatory patrons of businesses in the Mineshaft Mall.

It was noted that the closest handicap parking stall was by Dollar Plus.

Council suggested three stalls instead of two.

A concern was that other business owners would come forward for time limits to be placed on parking spaces in front of their businesses.

After discussion, Councilmember Eischeid introduced Ordinance No. 2014-41, and moved for approval thereof amending it to three parking stalls (2, 3, and 4 from the alley going east) for one hour parking – with the exception of the no parking restriction from 3:30 a.m. until 5:30 a.m.; Councilmember Greve seconded.

ORDINANCE NO. 2014-41

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 30 MINUTES AND ONE HOUR; LOCATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

The following Resolution would approve an agreement with JEO Consulting Group, Inc., for professional services for the “Wayne Storm Shelter/Water Line Improvement Project.” This would be for a sum of not to exceed \$47,340.00. Council previously approved JEO as the consultant that is needed for any projects for this CIS Grant.

Councilmember Sievers introduced Resolution No. 2014-93 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2014-93

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE "WAYNE STORM SHELTER/WATER LINE IMPROVEMENT PROJECT."

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

The following Resolution would direct the City Clerk to file a lien against 615 West Third Street for the cost of work hired by the City to abate a violation of City Code after proper notice was given to the property owner.

Councilmember Brodersen introduced Resolution No. 2014-94 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2014-94

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 THE WEST HALF (W1/2) OF LOT TEN (10), TAYLOR & WACHOB'S ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 615 WEST THIRD STREET, WAYNE, NEBRASKA.

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

The following Resolution would direct the City Clerk to file a lien against 908 Circle Drive for the cost of work hired by the City to abate a violation of City Code after proper notice was given to the property owner.

Councilmember Ley introduced Resolution No. 2014-95 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2014-95

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 9, MCPHERRAN'S ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 908 CIRCLE DRIVE, WAYNE, NEBRASKA.

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

The following Resolution would direct the City Clerk to file a lien against 111 Fairgrounds Avenue for the cost of work hired by the City to abate a violation of City Code after proper notice was given to the property owner.

Councilmember Giese introduced Resolution No. 2014-96 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2014-96

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 TAX LOT 22 (50X100 FT. TRACT) IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 111 FAIRGROUNDS AVENUE, WAYNE, NEBRASKA.

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

Discussion took place on the three bids that were received on the wheel loader. Because the lowest bid (Titan Machinery) did not meet the specifications, staff was recommending that all bids be rejected. Staff will either rebid the same or purchase off the State bid.

Representatives from Titan Machinery were present to answer questions.

\$198,000 was budgeted for the loader and \$19,750 was budgeted for the grapple fork.

Councilmember Giese introduced Resolution No. 2014-97 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2014-97

A RESOLUTION REJECTING BIDS FOR THE PURCHASE OF A WHEEL LOADER.

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

The following Resolution would approve the contract between the City and NDEQ for the Clean Water State Revolving Fund (CWSRF) Project for the Biosolid Treatment and Dewatering Facility Improvements. This will be a \$1,938,650 loan at 2.5% interest for 20 years, with \$100,000 being forgiven over time.

Councilmember Sievers introduced Resolution No. 2014-98 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2014-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE A CONTRACT BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE CLEAN WATER STATE REVOLVING FUND (CWSRF) PROJECT LOAN NO. C31-7032 FOR THE BIOSOLID TREATMENT AND DEWATERING FACILITY IMPROVEMENTS.

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

The following Resolution would approve the selection of Steve Harris Construction as the contractor for the Windom Street, East 3rd Street to East 7th Street Project for \$965,654.30. This project will replace the water main, storm drain system and paving of Windom Street from 3rd Street to 7th Street in 2015. It was approved for 80% Federal funding in 2008 and is scheduled to be started and completed in 2015. There will be an additional \$265,000 in engineering fees for this project.

Councilmember Sievers introduced Resolution No. 2014-99 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2014-99

A RESOLUTION APPROVING THE SELECTION OF STEVE HARRIS CONSTRUCTION AS THE CONTRACTOR FOR THE WINDOM STREET, EAST 3RD STREET TO 7TH STREET PROJECT FOR \$965,654.30.

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

Discussion took place in regard to establishing parking time limits in front of City Hall.

Staff would prepare an ordinance to establish a one-hour time limit for 3 parking stalls in front of City Hall. Council can amend the same should they so choose to.

Discussion took place on the purchase of tablets for Council usage. Brian Kesting, Information Technology Specialist, was present to go over a couple of options. After discussion, Mr. Kesting advised the Council that he would try to obtain a couple of tablets to show them at the next Council meeting.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, setting a public hearing date of December 16, 2014, at or about 5:30 p.m. to

consider the Planning Commission's recommendation in regard to adding Chapter 10 – Environment Element – Community Sustainability to the Comprehensive Plan. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson advised the Council that there is a grant the City could apply for to obtain 50% funding to revise and adopt a new Comprehensive Plan, which was a part of the goals established at the 2014 strategic planning retreat. Northeast Nebraska Economic Development District will aid in the application process. The last update was completed in 2006.

Councilmember Eischeid thought it was too soon to update the plan.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, directing staff to make an application for NIFA Grant Funds for updating the Comprehensive Plan and Zoning Regulations. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who voted Nay, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to the following appointments to the Board of Adjustment: BJ Woehler (replaces Jeff Morlok) term will end 6/30/17; Breck Giese – term will end 6/30/17; and Robert Woehler (Alternate) – term will end 6/30/17.

It was noted that there are six members and one alternate member on the Board of Appeals.

Councilmember Eischeid had concerns about two members of the same family serving on the same board.

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, approving the appointment of BJ Woehler, Breck Giese, and Robert Woehler (alternate) to the Board of Adjustment. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who voted Nay, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to the following appointments to the Board of Appeal: Kelby Herman (replaces vacancy left by Jeff Ellis) – term will end 10/31/15 and reappointment of Matt Wachter – term will end 8/31/17.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Kelby Herman and the reappointment of Matt Wachter to the Board of Appeal. 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 the following appointments to the Planning Commission: Reappointment of Jeff Carstens – term will end 6/30/17 and appointment of Melanie Loggins – term will end 6/30/17.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the reappointment of Jeff Carstens and appointment of Melanie Loggins to the Planning Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 8:05 p.m.

CLAIMS LISTING DECEMBER 2, 2014

ALMQUIST, MALTZAHN,	REVIEW SECURITIES EXCHANGE ACT	500.00
AMERICAN BROADBAND	FIBER LINE LEASE	990.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,612.30
APPEARA	LINEN & MAT SERVICE	130.79
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	15.00
BARNHART CRANE & RIGGING	CRANE/OPERATOR-TREATMENT PLANT	600.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	56.46
BLACK HILLS ENERGY	GAS BILLS	801.97
BROWN PLUMBING	CHIEF'S WAY WATER MAIN EXTENSION	2,052.00
CAPSTONE PRESS, INC	BOOKS	562.21
CENTURYLINK	PHONE CHARGES	314.33
CITY OF WAYNE	PAYROLL	69,103.56
CITY OF WAYNE	UTILITY REFUNDS	694.89
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
DANKO EMERGENCY EQUIPMENT	BOOTS/EXTINGUISHER/LITEBOX	1,009.00
DE LAGE LANDEN FINANCIAL	SENIOR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	113.52
DUTTON-LAINSON COMPANY	MEASUREMENT LEVEL	314.18
EASYPERMIT POSTAGE	POSTAGE	1,754.39
FIRST CONCORD GROUP LLC	FLEX	3,331.64
FLOOR MAINTENANCE	DETERGENT/BLEACH/SPONGES/NAPKIN/PLATES	419.25
GOVERNMENTAL ACCOUNTING	SUBSCRIPTION RENEWAL	225.00
GRAINGER, INC.	RELAY	120.43
GROSSENBURG IMPLEMENT INC	FILTERS	486.15
HACH COMPANY	BUFFER SOLUTION	75.19
HD SUPPLY WATERWORKS, LTD	WATER METER	1,064.17
HOMETOWN LEASING	COPIER LEASES	333.49
HTM SALES INC	LIFT STATION BACKUP PUMP	3,917.23
ICMA RETIREMENT	ICMA RETIREMENT	6,835.74
IRS	FEDERAL WITHHOLDING	25,057.21
JEO CONSULTING GROUP	WATER TOWER REPAINT	2,250.00
KRIZ-DAVIS COMPANY	LIGHT FIXTURES/WIRING/BRACKETS	1,164.05
CITY EMPLOYEE	HEALTH REIMBURSEMENT	128.00
MIDWEST STORAGE SOLUTIONS	TABLES & CHAIRS	7,656.00
MOONLIGHT TOWING LLC	TOWING	95.85
MUFFIN MORRIS	ENERGY INCENTIVE	500.00
N.E. NEB ECONOMIC DEV DIS	WRFL SERVICES	759.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,486.56
NE NEB INS AGENCY INC	INSURANCE	116.00
NE PUBLIC HEALTH	FLUORIDE & COLIFORM TESTING	691.00
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	49.24
ODEYS INC	INFIELD CONDITIONER	11,131.20
OLSSON ASSOCIATES	AIRPORT PUMP STATION	323.48
ORIENTAL TRADING CO INC	PROGRAM SUPPLIES	388.20

PHILIP PFALTAGRAFF	ENERGY INCENTIVE	500.00
QUILL CORPORATION	OFFICE SUPPLIES	180.89
ROBERTSON IMPLEMENT CO	2 CYCLE OIL	23.10
SCHOOL OUTFITTERS	CAC CORKBOARD WALL REPAIR	127.34
SOOLAND BOBCAT	SWEEPER BRISTLES	498.96
STADIUM SPORTING GOODS	EMBROIDERY ON SHIRTS	48.00
STATE NEBRASKA BANK	LIBRARY PETTY CASH	125.01
STEVE LAMOUREX	SR CENTER CLOGGED TOILET	20.00
TOTAL BACKFLOW RESOURCES	WORKSHOP	575.00
UNITED WAY	PAYROLL DEDUCTIONS	12.40
VERIZON WIRELESS SERVICES	CELL PHONES	99.09
WAYNE AREA ECONOMIC DEVEL	LB 840	5,000.00
WAYNE AREA ECONOMIC DEVEL	NOV 14 CONTRIBUTIONS	7,216.66
WAYNE HERALD	LIBRARY SUBSCRIPTION RENEWALS	96.00
WESCO DISTRIBUTION INC	WIRE/HPS STARTERS	144.84

ORDINANCE NO. 2014-36

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 4 R-3 RESIDENTIAL DISTRICT, SECTION 90-264 PERMITTED CONDITIONAL USES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That the Planning Commission held a public hearing on November 3, 2014, regarding this amendment, and have recommended approval thereof subject to the following "Findings of Fact":

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

Section 2. That Chapter 90, Article IV Residential Districts, Division 4. R-3 Residential District, Section 90-264 Permitted Conditional Uses of the Wayne Municipal Code shall be amended as follows:

Sec. 90-264. Permitted conditional uses

A building or premises in an R-3 district may be used for the following in conformance with the prescribed conditions:

1. For a bed and breakfast guest home:
 - a. Parking as required in Section 90-710.
 - b. Signs in conformance with Section 90-713.
 - c. A maximum of four rooms or suites of rooms are made available for use as transient lodging.
 - d. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.
2. For a domestic shelter, the maximum number of occupants shall not exceed one person per 1,000 square feet of lot area.
3. For a multi-family dwelling.
 1. The maximum number of sleeping rooms shall not exceed one per ~~500~~ 750 square feet of lot area.
 2. The front of the building facing the street shall include one of the following:
 - a. A door and eight (8) percent of the surface area covered with windows.
 - b. Ten (10) percent of the surface area covered with windows.
 3. The primary means of egress for any dwelling unit shall not exit into a side yard unless the door is at least 30 feet from the property line it is facing.
 4. The primary means of egress must exit onto a covered stoop or deck.
 5. Twenty (20) percent of the lot must be maintained as landscaping which is not paved or used for parking.

Section 3. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of December, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-37

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, SECTION 90-710 PARKING REGULATIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on November 3, 2014, and recommended amending Section 90-710 Parking Regulations, Terrace (4) of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article VIII, Section 90-710 of the Wayne Municipal Code is amended as follows:

Sec. 90-710

Terrace

1. Parking or driveway surface shall only be on concrete or hot mix asphalt.
2. Parking or driveway surface shall be a minimum of five and a half (5½) inches thick and shall include the intersecting sidewalks to the same depth.
3. Parking or driveway surface shall have the curb ground or sawed out the entire parking or drive-way width.
Exception: When proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.
4. Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be an ~~8~~ 9 X 20' rectangle.
5. Terrace parking shall not interfere with the intersection site triangle of this code.
6. Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.
7. Terrace parking and driveway surfaces shall be excavated a minimum of four (4) inches deeper than the surrounding terrain or unpaved surface.
8. Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of twelve (12) inches wide the entire width of the parking surface or driveway.
9. Parking or driveway surfaces shall be placed on a minimum of two (2) inches of compacted sand or gravel material.
10. Proposed parking or driveway surface's property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

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

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

PASSED AND APPROVED this _____ day of December, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-38

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-130 RELATING TO PARKING; PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-130 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-130 PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY.

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

1. The south side of the centerline of East 6th Street from the north-south alley between Main Street and Logan Street east to the west line of Tomar Drive.
2. The south side of the centerline of East 7th Street from the east line of Main Street east to the city limits.
3. The south side of the centerline of East 5th Street from the north-south alley between Main Street and Logan Street east to Valley Drive.
4. The south side of the centerline of Valley Drive from the east line of 5th Street east to the point where Valley Drive turns north and then on the east side of the centerline north to the south line of East 7th Street.
5. The east side of the centerline of Wayside Lane from the north line of Valley Drive north to the south line of East 6th Street.
6. The east side of the centerline of Tomar Drive from the south line of East 7th Street south to the north line of East 4th Street.
7. The south side of the centerline of East 4th Street from the north-south alley between Main Street and Logan Street east to the city limits.
8. The south side of the centerline of East 3rd Street from the east line of Logan Street east to the west line of Windom Street.
9. The south side of the centerline of Fairgrounds Avenue from the east line of South Nebraska Street east to the city limits.
10. The south side of the centerline of Folk Street from the east line of South Nebraska Street to the west line of South Windom Street.
11. The east side of the centerline of Logan Street from the north line of East 4th Street north to the south line of East 7th Street.
12. The west side of the centerline of Logan Street from the north line of East 5th Street north to the south line of East 7th Street.
13. The east side of the centerline of Nebraska Street from the north line of East 2nd Street north to the south line of East 7th Street.
14. The east side of the centerline of Windom Street from the north line of East 3rd Street north to the south line of East 7th Street.

15. The west side of the centerline of Windom Street from the north line of East 3rd Street north a distance of 150 feet.
16. The east side of the centerline of South Windom Street from the north line of Fairgrounds Avenue north to the south line of East 3rd Street.
17. The east side of the centerline of Walnut Street from the north line of East 4th Street north to the south line of East 7th Street.
18. The east side of the centerline of Dearborn Street from the north line of East 5th Street north to the south line of East 7th Street.
19. The east side of the centerline of Dearborn Street from the north line of East 4th Street south to the north line of East 4th Street.
20. The east side of the centerline of South Nebraska Street from the south line of Fairgrounds Avenue south to the city limits.
21. The east side of the centerline of South Windom Street from the south line of Fairgrounds Avenue south to the city limits.
22. The east side of the centerline of Main Street from 75' north of the north line of East 4th Street to the south line of 7th Street.
23. The west side of the centerline of Windom Street from the south line of East 7th Street south for a distance of 25 feet.
24. The west side of the centerline of Tomar Drive from the south line of East 7th Street south 600 feet.
25. The south side of the centerline of Jaxon Street from the west line of Tomar Drive west to the north line of East 4th Street.
- 26. The east side of the centerline of Thorman Street from the south line of East 7th Street south to the north line of East 4th Street.**
- 27. The south side of the centerline of Erin Street from the west line of Thorman Street west to the east line of Joel Street.**
- 28. The east side of the centerline of Joel Street from the south line of Erin Street south to the north line of Alex Street.**

(b) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

Section 2. Any and all provisions of the Wayne Municipal Code in conflict with this Ordinance are hereby repealed.

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

PASSED AND APPROVED this _____ day of December, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-39

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-131 RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-131 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-131 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY.

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

1. The north side of the centerline of East Sixth Street east to the city limits.
2. The north side of the centerline of East Fifth Street east to a point where East Fifth Street becomes Valley Drive.
3. The north side of the centerline of Valley Drive from the east line of East Fifth Street east to the point where Valley Drive turns north and then on the west side of the centerline north to the south line of East Seventh Street.
4. The north side of the centerline of East Fourth Street from the east line of Main Street east to the city limits.
5. The north side of the centerline of East Third Street from the east line of Logan Street east to the west line of Windom Street.
6. The west side of the centerline of Logan Street from the south line of East Fifth Street south to the north line of Fairgrounds Avenue.
7. The east side of the centerline of Logan Street from the north line of Fairgrounds Avenue north to the south line of East Fourth Street.
8. The west side of the centerline of Nebraska Street from the north line of East Second Street north to the south line of East Seventh Street.
9. The west side of the centerline of Windom Street from the north line of East Third Street north to the south line of East Seventh Street.
10. The west side of the centerline of Windom Street from the south line of East Third Street south to the north line of Fairgrounds Avenue.
11. The west side of the centerline of Walnut Street from the north line of East Fourth Street north to the south line of East Seventh Street.
12. The west side of the centerline of Dearborn Street from the north line of East Fourth Street north to the south line of East Seventh Street.
13. The west side of the centerline of Wayside Lane from the north line of Valley Drive north to the south line of East Sixth Street.

14. The north side of the centerline of Fairgrounds Avenue from the east line of Main Street east to the city limits.
15. The west side of the centerline of South Nebraska Street from the south line of Fairgrounds Avenue south to the city limits.
16. The north side of the centerline of Folk Street from the east line of South Nebraska Street east to the west line of South Windom Street.
17. The west side of the centerline of South Windom Street from the south line of Fairgrounds Avenue south to the city limits.
- 18. The west side of the centerline of Thorman Street from the south line of East 7th Street south to the north line of East 4th Street.**
- 19. The north side of the centerline of Erin Street from the west line of Thorman Street west to the west line of Joel Street.**
- 20. The west side of the centerline of Joel Street from the north line of Erin Street south to the south line of Alex Street.**

(b) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

Section 2. Any and all provisions of the Wayne Municipal Code in conflict with this Ordinance are hereby repealed.

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

PASSED AND APPROVED this _____ day of December, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-41

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 30 MINUTES AND ONE HOUR; LOCATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-134 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

78-134 Parking time limits of 30 minutes and one hour; location

- (a) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than one hour upon **the following locations:**
- i) The west side of Pearl Street from 140 feet 8 inches south of the centerline of Third Street to 200 feet 8 inches south of the centerline of Third Street.
 - ii) **The north side of East 2nd Street from 130 feet west of the centerline of Logan Street to 173 feet west of the centerline of Logan Street.**
 - iii) **The west side of Pearl Street from 40 feet north of the centerline of West 3rd Street to 129 feet north of the centerline of West 3rd Street.**
- (b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

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

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-43

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

A tract of land located in the Southwest Quarter of Section 8, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, described as follows: Commencing at the Southwest corner of said Section 8; thence Easterly along the South line of said Section 8, said section line having an assumed bearing of South 89°50' East (sometimes referred to as South 89°15' East) a distance of 465.2 feet to a point; thence North 00°00' East a distance of 545.1 feet (sometimes referred to as 541.1 feet) to a point; thence North 88°35' East a distance of 1,401.67 feet to the point of beginning; thence North 28°30'34" West a distance of 393.12 feet to a point; thence North 88°35' East a distance of 797.60 feet to a point; thence Southerly along the West bank of Logan Creek, to a point; thence South 88°35' West a distance of 457.60 feet to the point of beginning, containing 5.65 acres, more or less, sometimes also described as Tax Lot 15; **AND**

A tract of land located in the Southwest Quarter of Section 8, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, described as follows: Commencing at the Southwest corner of said Section 8; thence Easterly along the South line of said Section 8, said section line having an assumed bearing of South 89°50' East a distance of 465.2 feet to a point; thence North 00°00' East a distance of 545.1 feet to a point; thence North 88°35' East a distance of 1,401.67 feet to a point; thence North 28°30'34" West a distance of 393.12 feet to the point of beginning; thence continuing North 28°30'34" West a distance of 100 feet to a point; thence North 79°57'20" East a distance of 910.00 feet, more or less, to a point on the West bank of Logan Creek; thence Southerly along the West bank of Logan Creek, to a point; thence South 88°35' West, a distance of 797.60 feet to the point of beginning, containing 3.0 acres, more or less, sometimes also described as Tax Lot 24; **AND**

A tract of land located in the Southwest Quarter of Section 8, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, described as follows: Commencing at the Southwest corner of Section 8, Township 26 North, Range 4; thence Easterly along the South line of said Section 8, said section line having an assumed bearing of South 89 degrees 50 minutes East, a distance of 465.2 feet to a point; thence North 00 degrees 00 minutes East, a distance of 545.1 feet to a point; thence North 88 degrees 35 minutes East, a distance of 1,401.67 feet to a point; thence North 28 degrees 30 minutes 34 seconds West, a distance of 493.12 feet to the point of beginning; thence continuing North 28 degrees 30 minutes 34 seconds West, a distance of 250.44 feet to a point; thence North 61 degrees 29 minutes East, a distance of 1002.90 feet to a point; thence South 6 degrees 12 minutes East, a distance of 556.32 feet to a point; thence South 79 degrees 57 minutes 20 seconds West, a distance of 834.67 feet to the point of beginning, containing 8.20 acres, more or less, sometimes also described as Tax Lot 26,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 3. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

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

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

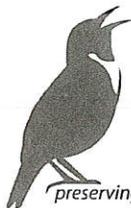
PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



The Nebraska Environmental Trust

preserving NATURAL NEBRASKA™ for future generations

*This is
Wayne's copy*

Dave Heineman, Governor

Mark A. Brohman, Executive Director

November 10, 2014

Ms. Deb Rost
Nebraska State Recycling Association
10330 I Street, Suite 120
Omaha, NE 68127

*NSRA
rec'd 11-13-14*

RE: #14-108 - Sub-Grantee Approval

Dear Deb:

We have reviewed the application from City of Wayne Transfer Station & Recycling Center and hereby approve the request for \$10,800.

I am enclosing two copies of the original grant contract to be forwarded to the sub-grantee for their signature on the last page. Please ask them to return one copy of the contract to your office. The other copy is for their file. You will also need to obtain the blue disbursement forms and final invoices if you have not already done so. The sub-grantee is already set up within the State of Nebraska's accounting system for payments.

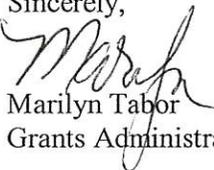
Once you receive the signed contract and other forms please forward them to the Trust office so that funds can be disbursed to the sub-grantee directly. The Environmental Trust will send out the payment with instructions on insurance requirements and equipment decals per our agreement. You will receive a copy of the letter when funds are mailed out.

Once payment has been made it is your responsibility to send out the data collection form and expectations letter to the sub-grantee. You will also request proof of payment to the vendor for all equipment to include a paid receipt or cancelled check. The Environmental Trust will follow-up for proof of insurance during the useful life of the equipment.

The State Recycling Association will also conduct final site visits to all sub-grantees to confirm that equipment is received, installed and being properly used at the facility. You will also collect recycling data from each facility after the purchase and receipt of equipment to determine changes in recycling capacity of the facility. Data must be collected for a period of 24 months for each project.

Please contact our office if you have any questions regarding this process.

Sincerely,



Marilyn Tabor
Grants Administrator

MT

Enclosures



Mid-Iowa Solid Waste Co. Inc
 5105 NW Beaver Drive
 Johnston, IA
 515-276-3352
 Toll Free 800-733-8731

SALES ORDER

Quote # MWDO1033
 Date 11/25/14
 Sales Rep. Mark Davis

Helping you clean the Planet since 1975

Quote To:	Ship To:
City of Wayne	City of Wayne
PO Box 8	PO Box 8
Wayne, NE 68787	Wayne, NE 68787

Qty	Description	Unit Price	Ext. Price
1	New Marathon V6030HD Recycler Vertical Baler with all standard features, including: Self-contained 10HP Three Phase power pack; UL Listed controls; Left Hand Hinged Bale Chamber Door; Painted Dark Green; Freight, Delivery, Installation and Start-up Training in Wayne, NE.	\$13,983.00	\$13,983.00
1	Front Tie-Off/Auto Bale Eject System	\$1,014.00	\$1,014.00
1	Bale Made Light	\$400.00	\$400.00
1	Less Trade-in allowance for existing Marathon V6030 baler	-\$1,000.00	-\$1,000.00
		SubTotal	\$14,397.00
		Shipping	\$0.00
		Total	\$14,397.00

Above prices do not include state or local taxes if applicable.

Baler installation will require 9' high access opening to building and 12' inside ceiling clearance for top of baler cylinder when lifted in place. Customer must also provide a three phase disconnect within six feet of baler location, or if replacing current unit the current power supply needs to be in safe operating condition.

Lead Time: 5 - 7 weeks from date of order

Unless specified, the above prices do not include any taxes. Taxes will be calculated and included on the Invoice.

ORDERS..All orders are subject to acceptance by an officer or general manager of Mid-Iowa Solid Waste Equipment Co., Inc. PERFORMANCE..Mid-Iowa Solid Waste Equipment Co., Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control. CANCELLATION..Orders regularly entered cannot be cancelled except upon terms that will compensate Mid-Iowa Solid Waste Equipment Co., Inc. for any loss or damages sustained. PRICES...All orders are subject to current prices in effect at the time of shipment. F.O.B. POINT..Unless otherwise stated,all prices listed are F.O.B. point of manufacture. TAXES..Unless otherwise stated, prices do not include Federal, State, City or other Excise, Occupation Sales use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If Federal Excise Taxes are included or listed above, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment. MOUNTING PRICES... Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed our standard labor rate. Signature will constitute a binding order.

By: _____ Ordered by: _____
 Mid-Iowa Solid Waste Equipment Co., Inc.

Accepted by: _____

[Back to Top](#)



The Nebraska Environmental Trust

preserving NATURAL NEBRASKA™ for future generations

Green Team's Copy of letter

Dave Heineman, Governor

Mark A. Brohman, Executive Director

November 10, 2014

Ms. Deb Rost
Nebraska State Recycling Association
10330 I Street, Suite 120
Omaha, NE 68127

NSRA Rec'd 11-13-14

RE: #14-108 - Sub-Grantee Approval

Dear Deb:

We have reviewed the application from City of Wayne Green Team and hereby approve the request for \$1,000.

I am enclosing two copies of the original grant contract to be forwarded to the sub-grantee for their signature on the last page. Please ask them to return one copy of the contract to your office. The other copy is for their file. You will also need to obtain the blue disbursement forms and final invoices if you have not already done so. The sub-grantee is already set up within the State of Nebraska's accounting system for payments.

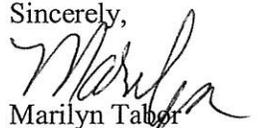
Once you receive the signed contract and other forms please forward them to the Trust office so that funds can be disbursed to the sub-grantee directly. The Environmental Trust will send out the payment with instructions on insurance requirements and equipment decals per our agreement. You will receive a copy of the letter when funds are mailed out.

Once payment has been made it is your responsibility to send out the data collection form and expectations letter to the sub-grantee. You will also request proof of payment to the vendor for all equipment to include a paid receipt or cancelled check. The Environmental Trust will follow-up for proof of insurance during the useful life of the equipment.

The State Recycling Association will also conduct final site visits to all sub-grantees to confirm that equipment is received, installed and being properly used at the facility. You will also collect recycling data from each facility after the purchase and receipt of equipment to determine changes in recycling capacity of the facility. Data must be collected for a period of 24 months for each project.

Please contact our office if you have any questions regarding this process.

Sincerely,


Marilyn Tabor
Grants Administrator

MT

Enclosures

RESOLUTION NO. 2014-100

SIGNING OF A PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT

City of Wayne

Whereas: City of Wayne is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Wayne as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Wayne and Kirkham Michael and Associates, Inc., wish to enter into a Professional Construction Engineering Services Agreement to provide construction engineering services for the Federal-aid project.

Be It Resolved: by the City Council of the City of Wayne, Nebraska that Ken Chamberlain, Mayor of the City of Wayne, is hereby authorized to sign the attached construction engineering services agreement between the City of Wayne, Nebraska, and Kirkham Michael and Associates, Inc.

NDOR Project Number: URB-6709(2)

NDOR Control Number: 31991

NDOR Project Description: Windom Street, East 3rd to East 7th Street

PASSED AND APPROVED this 2nd day of December, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**TASK ORDER AGREEMENT
CONSTRUCTION ENGINEERING, CONSULTANT
LPA PROJECTS**

CITY OF WAYNE
KIRKHAM MICHAEL & ASSOCIATES, INC.
PROJECT NO. URB-6709(2)
CONTROL NO. 31991
WINDOM STREET – EAST 3RD TO EAST 7TH

THIS AGREEMENT, made and entered into by and between the City of Wayne, hereinafter referred to as the Local Public Agency or LPA, and Kirkham Michael & Associates, Inc., hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, in accordance with the terms of the Master Agreement for Consultant Services Project (Master Agreement), State Agreement No. BK1239 and Supplemental No. 1, executed by the Consultant on February 7, 2012, and by the State of Nebraska Department of Roads (State) on February 14, 2012, the State selected several consultants, including Consultant, to be available to complete services for various local public agency Federal-Aid projects, and

WHEREAS, the LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related project, and

WHEREAS, the LPA has selected Consultant to provide Construction Engineering services hereinafter the "Services" for its project identified as Project No. URB-6709(2), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the Parties intend that this task order agreement, herein after referred to as "Task Order", include some of the provisions of a February 14, 2012 Master Agreement for on-call services between Consultant and the State of Nebraska, Department of Roads, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in

Project No. URB-6709(2)
Control No. 31991
Windom Street, East 3rd – East 7th Street

Page 1 of 15
Agreement No. BK1463

accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS (LPA Task Order)

WHEREVER in this Task Order the following terms are used, they shall have the following meaning:

"LPA" stands for Local Public Agency, and in this Task Order means City of Wayne (city or county), unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of Kirkham Michael and Associates, Inc. and any employees thereof, whose business and mailing address is 12700 West Dodge Street, Omaha, Nebraska, 68154.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Mid-States Engineering and Testing and any employees thereof, whose business and mailing address is 279 Road D, Columbus, Nebraska, 68601.

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>.

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

To "ABANDON" the Task Order means that the LPA has determined that conditions or intentions as originally existed have changed and that the Task Order as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the Task Order means that the LPA has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

To "TERMINATE" or the "TERMINATION" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. TERM OF THE AGREEMENT

This Task Order becomes effective on the date it is signed by the LPA and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 3. TASK ORDER SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Scope of Services set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project

- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy.

General Scope of Services:

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking; project inspection; materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition)), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this Task Order, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide (NDOR)
- (3) Standard Methods of Tests – 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this Task Order, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans*Port Site Manager as the construction record-keeping system for Services under this contract.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The Parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of

the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The Parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.
- H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its

advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 4. STAFFING PLAN (TO CE)

The Consultant has furnished LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this Task Order.

SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as 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. The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all work under this Task Order within 45 calendar days after the DR Form 91 "Notification of Contract Completion" is signed by the State. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement unless the Consultant has received a written extension of time from the LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the Contractor, the State, or the LPA may constitute a basis for an extension of time.

SECTION 7. FEES AND PAYMENTS

The general provisions concerning payment under this Task Order are set out on the Exhibit "B", attached hereto and made a part of this Task Order.

For performance of the services under the terms of this Task Order, the Consultant will be paid a fixed-fee-for-profit of \$16,690.00 and up to a maximum amount of \$141,639.31 for actual costs in accordance with Exhibit "A". The total Task Order amount is \$158,329.31.

SECTION 8. PROFESSIONAL PERFORMANCE (CE Task Order 12-19-11)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates this Task Order as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. For an abandonment or termination of this Task Order, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the Parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 12 through 18 and 20 through 27 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that Master Agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions.

Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (LPA)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Task Order. Further, it is expected that in carrying out the work under this Task Order, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Task Order shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Task Order.

Finally, in this connection, the Consultant shall for the life of this Task Order, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this Task Order. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 12. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb. Rev. Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 13. LPA CERTIFICATION

By signing this Task Order, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request,

in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 14. ALL ENCOMPASSED

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts between LPA and Consultant, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this _____ day of _____, 2014.

KIRKHAM MICHAEL AND ASSOCIATES, INC.
Chad W. Marsh

Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

EXECUTED by the (LPA) this _____ day of _____, 2014.

CITY OF WAYNE
Ken Chamberlain

Mayor

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

AGRS-7-TO(4-5-13)

Exhibit "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: Windom Street, E. 3rd Street – E. 7th Street, Wayne
Project Number: URB-6709(2)
Control Number: 31991

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for Windom Street, E. 3rd Street – E. 7th Street, Wayne in Wayne County, Nebraska. The project consists of the following improvements: Grading, Concrete Pavement, Water Main, Culverts, Seeding and General.

Kirkham, Michael & Associates, Inc. (Consultant) shall serve as agent for City of Wayne (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.
 - 1.1 Project Management activities shall include the following:
 - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
 - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
 - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
 - Generate contractor's progress and final Estimates in Site Manager
 - Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities.
 - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
 - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
 - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
 - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 15 meetings.
 - 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
 - 2.5 Assume 15 trips to the project site for meetings.
3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
 - 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.
 - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
 - 3.3 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Storm Water Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct **16** Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **4** trips to the project site for SWPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOR Construction Manual.
 - 5.1 Provide coordination of staking needs with Contractor.
 - 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
 - 5.3 Stake limits of construction throughout project.
 - 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
 - 5.5 Provide slope stakes for grading
 - 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
 - 5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
 - 5.8 Stake fence relocation and guardrail.
 - 5.9 Stake silt fence.
 - 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
 - 5.11 Assume **10** trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
 - 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top-of-girder elevation and the top-of-slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top-of-slab elevation to be correct after the girder has deflected under the weight of the slab.
 - 7.1 Girder Shim Surveying
 - Shim shots will be taken at the locations as determined by the designer.
 - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.

8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.
 - 8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise

require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
 - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
 - The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
 - NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.
 - The Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
 - Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
 - Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
 - Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is not part of the scope of services for this construction engineering agreement
 - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
 - Communicate and coordinate plan revisions and change orders with the Designer.
 - Prepare a field checked culvert order list
 - Prepare guardrail order list
 - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
 - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
 - On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items

- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume **15** trips to the site for construction inspection
10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

NDOR SHALL PROVIDE:

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOR will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

(List of tests to be provided by NDOR)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume **15** trips to the project site for Material Sampling and Testing.
11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.
- 11.1 As-Built Drawings
12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.
- 12.1 Walkthrough of Site and Preparation of Punch List
- 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

- 13.1 Project Closeout activities shall include the following:
- Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
 - Sign Deduction Memo (If required)
 - Material Review Memo
 - SiteManager PM Diary Report
 - SiteManager Contract Item Report for all Contract Items
 - All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
 - All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
 - Project Culvert Field Book with information per the NDOR Construction Manual
 - Signed and stamped As Built Plans (full size)
 - Copy of Evaluation(s) of Contractor
 - LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
 - Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Other

14.2 Other

E. SCHEDULE

1. Notice to Proceed: 12/15/2014
2. The Consultant shall provide a schedule of activities and deliverables upon award

CONSTRUCTION ENGINEERING SERVICES

Consultant's Estimate of Hours

Project Name: Windom St. E. 3rd St. - E. 7th St. Wayne
 Project Number: URB-6709(2)
 Control Number: 31991
 Location (City, County): Wayne, Wayne
 Firm Name: Kirkham, Michael and Associates, Inc
 Consultant Project Manager: Daniel Storus
 Phone/Email: 402 255 3844/dstorius@kirkham.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402 375 1733/hansen@cityofwayne.org
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: October 17, 2014



TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	PM	ENG	DES	SCC	SCM	INSP 2	INSP 1	ADM	PS		
For Construction Engineering Services:												
1. Project Management and Coordination												
1.1 Project Management		10	120									
Subtotal		10	120									130
2. Meetings												
2.1 Construction Inspection Planning Meeting		2	2					2	1			7
2.2 Pre-Construction Meeting		2	2					2	1			7
2.3 Construction Progress Meetings			14					14				28
2.4 Public Meeting (If Required)												
2.5 Trips to Site (Travel Time) for Meetings			50									
Subtotal		4	68					18	2			50
3. Traffic Control Plan												
3.1 Prepare Traffic Control Plan			2	12	16							30
3.2 Review Traffic Control Plan (If Completed by Contractor)				4								4
3.3 Sign and Submit Plans to the RC												4
Subtotal			2	16	16							34
4. SWPPP Inspections/Manual Updates												
4.1 Conduct Inspections								16				16
4.2 Update SWPPP Manual												4
4.3 Trips to Site (Travel Time) for SWPPP Inspections										10		10
Subtotal								4		26		30
5. Construction Survey/Staking												
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)												
5.11 Trips to Site (Travel Time) for Construction Survey/Staking					76	76				50		202
Subtotal					35	35						70
6. Construction Consultation/Site Manager & Daily Work Report (DWR)												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)					111	111				50		272
Subtotal										120	20	140
7. Girder Shim Surveying (Bridge Projects Only)												
7.1 Girder Shim Surveying										120	20	140
Subtotal												
8. Perform Bearing Calculations												
8.1 Perform Bearing Calculations												
Subtotal												
9. Construction Inspection												
9.1 Construction Inspection			28					60	320			408
9.2 Measure, calculate, and document quantities of pay items									100			100
9.3 Maintain records/data and prepare the Weekly Report of WDs			80							20		100
9.4 Trips to Site (Travel Time) for Construction Inspection												
Subtotal			108					17	63	483	20	80
10. Perform Material Sampling and Testing												
10.1 Collect, verify, document and deliver all samples to testing lab										20		20
10.2 Provide all required material certifications to the NDOR M & R Lab										20		20
10.3 Review and document all test results of all samples										30		30
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples												
Subtotal										70		70
11. As-Built Drawings												
11.1 Prepare As-Built Drawings												
Subtotal											24	24
12. Final Inspections												
12.1 Walkthrough of Site and Preparation of Punch List			6							10		16
12.2 Review Project to verify that Punch List has been completed			6							10		16
Subtotal			12							20		32
13. Project Closeout												
13.1 Project Closeout			40									40
Subtotal			40					40	40			120
14. Other												
14.1 Other												
14.2 Other												
Subtotal												
Total Hours												
Total Days (8 hrs)	14	350	20	16	111	111	77	777	82	74		1,632
Total Travel Time	1.8	43.8	2.6	2.0	13.9	13.9	9.6	97.1	10.3	9.3		204.0
Total Hours minus Travel Time	14	300	20	16	76	76	60	704	82	74		1422

CONSTRUCTION ENGINEERING SERVICES

Direct Expenses

Project Name: Windom St. E. 3rd St. - E. 7th St. Wayne
 Project Number: URB-6709(2)
 Control Number: 31991
 Location (City, County): Wayne, Wayne
 Firm Name: Kirkham, Michael and Associates, Inc
 Consultant Project Manager: Daniel Sitorius
 Phone/Email: 402 255 3844/dsitorius@kirkham.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402 375 1733/jhansen@cityofwayne.org
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: _____



Subconsultants:			
	Quantity	Unit Cost	Amount
Mid States Engineering and Testing - Material Testing and Sampling	1	\$4,491.00	\$4,491.00
Subtotal			\$4,491.00

Printing and Reproduction:			
	Quantity	Unit Cost	Amount
Subtotal			

Mileage/Travel:			
	Quantity	Unit Cost	Amount
Total Mileage	10,950	\$0.56	\$6,132.00
Subtotal			\$6,132.00

Lodging/Meals:			
	Quantity	Unit Cost	Amount
Lodging	84	\$83.00	\$6,972.00
Meals	105	\$46.00	\$4,830.00
Subtotal			\$11,802.00

Material Testing:				Material Testing:			
	Quantity	Unit Cost	Amount		Quantity	Unit Cost	Amount
Subtotal				Subtotal			

Other Miscellaneous Costs:			
	Quantity	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$22,425.00

CONSTRUCTION ENGINEERING SERVICES Cost by Task

Project Name: Windom St. E. 3rd St. - E. 7th St. Wayne
 Project Number: URB-6709(2)
 Control Number: 31991
 Location (City, County): Wayne, Wayne
 Firm Name: Kirkham, Michael and Associates, Inc
 Consultant Project Manager: Daniel Sitorius
 Phone/Email: 402.255.3844/dsitorius@kirkham.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402.375.1733/jhansen@cityofwayne.org
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: _____



Tasks	Total Hours	Direct Labor Cost	Overhead 192.94%	Fee for Profit 14.00%	Total Project Cost
For Construction Engineering Services:					
1. Project Management and Coordination	130	\$5,340.90	\$10,304.73	\$2,190.39	\$17,836.02
2. Meetings	92	\$3,302.36	\$6,371.57	\$1,354.35	\$11,028.28
3. Traffic Control Plan	34	\$1,218.36	\$2,350.70	\$499.67	\$4,068.73
4. SWPPP Inspections/Manual Updates	30	\$639.64	\$1,234.12	\$262.33	\$2,136.09
5. Construction Survey/Staking	272	\$6,631.05	\$12,793.95	\$2,719.50	\$22,144.50
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	140	\$2,570.00	\$4,958.56	\$1,054.00	\$8,582.56
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	688	\$15,057.70	\$29,052.33	\$6,175.40	\$50,285.43
10. Perform Material Sampling and Testing	70	\$1,295.00	\$2,498.57	\$531.10	\$4,324.67
11. As-Built Drawings	24	\$756.00	\$1,458.63	\$310.05	\$2,524.68
12. Final Inspections	32	\$848.80	\$1,637.67	\$348.11	\$2,834.58
13. Project Closeout	120	\$3,036.00	\$5,857.66	\$1,245.11	\$10,138.77
14. Other					
Direct Expenses					\$22,425.00
TOTAL	1,632	\$40,695.81	\$78,518.49	\$16,690.01	\$168,329.31

CONSTRUCTION ENGINEERING SERVICES Project Cost

Project Name: Windom St. E. 3rd St. - E. 7th St. Wayne
 Project Number: URB-6709(2)
 Control Number: 31991
 Location (City, County): Wayne, Wayne
 Firm Name: Kirkham, Michael and Associates, Inc
 Consultant Project Manager: Daniel Sitorius
 Phone/Email: 402.255.3844/dsitorius@kirkham.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402.375.1733/jhansen@cityofwayne.org
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: _____



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Project Manager	14	\$55.29	\$774.06
Engineer	350	\$39.90	\$13,965.00
Designer/CADD Technician	20	\$39.66	\$793.20
Survey Crew Chief	16	\$31.50	\$504.00
Survey Crew Member	111	\$27.55	\$3,058.05
Inspector 2	111	\$18.00	\$1,998.00
Inspector 1	77	\$19.00	\$1,463.00
Administrative	777	\$18.50	\$14,374.50
Project Surveyor	82	\$17.50	\$1,435.00
	74	\$31.50	\$2,331.00
TOTALS	1632		\$40,695.81

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	\$4,491.00
Mileage/Travel	
Lodging/ Meals	\$5,132.00
Material Testing	\$11,802.00
Other Miscellaneous Costs	
TOTALS	\$22,425.00

Total Project Costs:		Amount
Direct Labor Costs		\$40,695.81
Overhead @ 192.94%		\$78,518.50
Total Labor Costs		\$119,214.31
Fee for Profit Rate @ 14.00%		\$16,690.00
Direct Expenses		\$22,425.00
PROJECT COST		\$158,329.31

MID-STATE
ENGINEERING &
TESTING, INC.

October 20, 2014

Mr. Chad Marsh
 Kirkham Michael and Associates
 224 E. 6th Street
 York, NE. 68467

RE: Proposal of Work and Costs
Construction Quality Control Testing
 Windom St./E. 3rd St – E. 7th St.
 Contract ID: 3991X
 Wayne, Nebraska

Mr. Chad Marsh,

Thank you for allowing Mid-State Engineering and Testing an opportunity to submit this proposal to provide Quality Control Testing Services for the street improvements in Wayne, Nebraska. Mid-State Engineering & Testing, Inc. would be pleased to work as a sub-consultant to Kirkham Michael and Associates to perform concrete batch plant inspections, along with other lab and field testing as outlined in the information provided by KMA and detailed below. A total of approximately 8,500 square yards of concrete is planned for this project.

Based on the new specifications provided by the State of Nebraska, we propose providing batch plant observation during placement with Aggregate Gradations performed in our Columbus lab. Daily proportioning reports will be provided per current Nebraska Department of Roads requirements. Inputting data to the NDOR SiteManager program will be done by others and is not included in the following cost estimate.

With respect to contractor Quality Control responsibility, we anticipate the following soil, aggregate and concrete testing will be required for this project. All work for this project will be performed at the following unit rates.

LABORATORY TESTING

Soils and Aggregates

Standard Proctor Tests (ASTM D-698).....	\$140.00/each
Atterberg Limits Tests.....	55.00/each
#200 Washed Sieve Analysis.....	20.00/each
Washed Aggregate Sieve Analysis (large sample)	90.00/each
Dry Aggregate Sieve Analysis	70.00/each

11 EAST 11TH STREET
 KEARNEY, NEBRASKA 68847
 PHONE 308-227-0187

279 ROAD D
 COLUMBUS, NEBRASKA 68601
 PHONE 402-552-7324

**MID-STATE
ENGINEERING & TESTING**

Street Reconstruction
Wayne, Nebraska
October 20, 2014
Page 2 of 3

Concrete

Cylinder Compressive Strength.....	\$14.00/each
Concrete Core Compressive Strength.....	20.00/each
Spare Cylinders (Store and Cure - No Break)	8.00/each

PROFESSIONAL SERVICES

Senior Engineer (P.E.).....	\$105.00/hour
Professional Engineer (P.E.).....	90.00/hour
Project Engineer (E.I.T.)	70.00/hour
Certified Engineering Tech (C.E.T.)	55.00/hour
Engineering Technician	50.00/hour

FIELD WORK

Trip Charge	\$125.00/trip
Core Barrel Usage (4" O.D.).....	3.00/inch
Concrete Coring (man and equipment).....	75.00/hour
Compaction Tests (nuclear of balloon).....	32.00/each

Quality Control testing will be performed on an on-call basis. Actual testing and inspection costs will be dependent on the pace of construction, weather conditions and testing frequency requested. Work will be invoiced at the unit rates indicated for the actual work required. Based on the project scope, and the information provided, our best estimate of cost for this project is provided below.

FIELD WORK

Batch Plant Observation

2 Hours Engineer Review (Senior P.E.) @ \$105/hr	\$210.00
3 Hours Engineering Observation (P.E.) @ \$90/hr	270.00
18 Hours Engineering Observation (P.E.) @ \$70/hr	1,260.00
6 Trips @ \$125/trip	<u>750.00</u>
Subtotal	\$2,490.00

Subgrade Prep

4 Nuclear Density Compaction Test @ \$32/hr	\$132.00
2 Trips @ \$125/trip	<u>250.00</u>
Subtotal	\$382.00

Concrete Coring

4 Hours Concrete Coring @ \$75/hr	\$300.00
40 Core barrel Usage @ \$3/inch.....	120.00
1 Trips @ \$125/trip	<u>125.00</u>
Subtotal	\$545.00

**MID-STATE
ENGINEERING & TESTING**

Street Reconstruction
Wayne, Nebraska
October 20, 2014
Page 3 of 3

LABORATORY

24	Cylinder Compressive Strength @\$14/each.....	\$336.00
6	Spare Cylinder @ \$8/each.....	48.00
5	Core Compressive Strength @ \$20/each	100.00
2	Standard Proctors @ \$140/each.....	280.00
2	Atterberg Limits @ \$55/each.....	110.00
2	#200 Wash Sieve Analysis @ \$20/each	40.00
1	Wash Aggregate Sieve Analysis (large sample).....	90.00
1	Dry Aggregate Sieve Analysis	<u>70.00</u>
	Subtotal.....	\$1,074.00

TOTAL COST ESTIMATE \$4,491.00

Mid-State Engineering & Testing Inc. is accredited through the AASHTO Accreditation Program. Inspections and proficiency tests are performed through CCRL and AMRL. Our field technicians are certified through NICET, ACI, and NDOR. Mid-State Engineering & Testing, Inc. carries a full range of general and professional liability insurance, which would be in effect for this project. Upon request, a certificate will be forwarded directly from our insurance carrier. If you have questions or need additional information, feel free to call our office at your convenience.

Respectfully Submitted
Mid-State Engineering and Testing, Inc.



Scott A. Barnett, P.E.
Secretary/Treasurer

Accepted by: _____ Date: _____

State of Nebraska Department of Roads
Required Document List

Contract ID 3991X
Control Number 31991 000
Project Number URB-6709(2)
Location WINDOM ST, E 3RD ST - E 7TH ST, WAYNE
Type of Work GR CONC PAVE CULV WATER MAIN SEED
Letting Date 10/23/2014
SG Version July 1, 2014

DISCLAIMER: This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 1	0001	0030.10	MOBILIZATION	1.000	LS			
	0002	1009.00	GENERAL CLEARING AND GRUBBING	1.000	LS			
	0003	1010.01	EXCAVATION (ESTABLISHED QUANTITY) Soil Density-Excavation-Fill Material	3548.000	CY			
	0004	1011.00	WATER	1.000	MGAL	TOS	SG 09	CHURCHWELL
	0005	1101.00	REMOVE PAVEMENT	5998.000	SY			
	0006	1106.00	REMOVE DRIVEWAY	1017.000	SY			
	0007	1107.00	REMOVE WALK	446.000	SY			
	0008	2021.05	REMOVE AND RESET MAILBOX	4.000	EACH			
	0009	L019.13	EROSION CONTROL, CLASS 1D	2012.000	SY	APL	NSS807	DONDLINGER
	0010	L020.50	TRANSITION MAT	256.000	SY	APL	SP-105	DONDLINGER
GROUP 3	0011	0030.30	MOBILIZATION	1.000	LS			
	0012	3016.22	CONCRETE CLASS 47B-3500 SIDEWALKS Class R Aggregate Interground/Blended Cement Portland Cement Concrete Pref Expansion Jt Filler White Pigmented Cure Compound-Field Use	455.000	SY	TOS	SG 15, 16	MACKE
						TOS	SG 14, 29	KRASON
						TOS	SG 15, 16	KRASON
						APL	SG 15	KRASON
						APL	SG 15, 16	KRASON
	0013	3016.39	DETECTABLE WARNING PANEL	272.000	SF	APL	PLANS	KAREL
	0014	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY Class R Aggregate Interground/Blended Cement Portland Cement Concrete White Pigmented Cure Compound-Field Use	1142.000	SY	TOS	SG 15, 16	MACKE
						TOS	SG 14, 29	KRASON
						TOS	SG 15, 16	KRASON
						APL	SG 15, 16	KRASON
	0015	3075.32	8" CONCRETE PAVEMENT, CLASS 47B-3500 Class R Aggregate Epoxy Resin Bonding System-Grade 3 Hardened Concrete Hot Poured Joint Sealant -Field Use Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel-(pretested) White Pigmented Cure Compound-Field Use	6925.000	SY	TOS	SG 15, 16	MACKE
						APL	SG 15, 20	KRASON
						TOS	SG 15	WEIGEL
						APL	SG 15, 20	BYRE
						TOS	SG 14, 29	KRASON
						TOS	SG 15, 16	KRASON
						TOS	SG 15, 16	KAREL
						MA	SG 15, 16	KAREL
					APL	SG 15, 16	KRASON	
0016	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	1142.000	SY				
0017	9111.00	WATER	32.000	MGAL				
0018	9170.00	EARTH SHOULDER CONSTRUCTION	33.556	STA				
0019	9173.20	SUBGRADE PREPARATION Soil Density-Subgrade Preparation	6925.000	SY				
0020	W600.03	ADJUST VALVE BOX TO GRADE	3.000	EACH	TOS	SG 10, 11	CHURCHWELL	
GROUP 4	0021	0030.40	MOBILIZATION	1.000	LS			
	0022	4004.80	STRUCTURAL STEEL FOR FACE ARMOR Structural Steel for Substructure	3750.000	LB			
	0023	4005.00	CAST IRON RING AND COVER	1380.000	LB	COC	SG 20	KAREL
	0024	4016.00	MANHOLE AT STA 203+55 Class R Aggregate Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel-(pretested)	1.000	EACH	COC	SG 25	KAREL
						TOS	SG 15, 16	MACKE
						TOS	SG 14, 29	KRASON
						TOS	SG 15, 16	KRASON
						TOS/COT	SG 15, 16	KAREL
						TOS/COT	SG 15, 16	KAREL
	0025	4016.01	MANHOLE AT STA 207+52 Class R Aggregate Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel-(pretested)	1.000	EACH	TOS	SG 15, 16	MACKE
						TOS	SG 14, 29	KRASON
						TOS	SG 15, 16	KRASON
						TOS/COT	SG 15, 16	KAREL
						TOS/COT	SG 15, 16	KAREL
	0026	4016.02	MANHOLE AT STA 211+45 Class R Aggregate Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel-(pretested)	1.000	EACH	TOS	SG 15, 16	MACKE
						TOS	SG 14, 29	KRASON
						TOS	SG 15, 16	KRASON
						TOS/COT	SG 15, 16	KAREL
					TOS/COT	SG 15, 16	KAREL	
0027	4016.03	MANHOLE AT STA 216+26 Class R Aggregate Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel-(pretested)	1.000	EACH	TOS	SG 15, 16	MACKE	
					TOS	SG 14, 29	KRASON	
					TOS	SG 15, 16	KRASON	
					TOS/COT	SG 15, 16	KAREL	
					TOS/COT	SG 15, 16	KAREL	
0028	4018.00	TAPPING EXISTING STRUCTURE	3.000	EACH				
0029	4043.50	REMOVE SEWER PIPE	230.000	LF				
0030	4105.59	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION	72.380	CY				

State of Nebraska Department of Roads
Required Document List

Contract ID 3991X
Control Number 31991 000
Project Number URB-6709(2)
Location WINDOM ST, E 3RD ST - E 7TH ST, WAYNE
Type of Work GR CONC PAVE CULV WATER MAIN SEED
Letting Date 10/23/2014
SG Version July 1, 2014

DISCLAIMER: This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance	Reference	M&R Contact
						Method	Book	
			Class R Aggregate			TOS	SG 15, 16	MACKE
			Interground/Blended Cement			TOS	SG 14, 29	KRASON
			Portland Cement Concrete			TOS	SG 15, 16	KRASON
			White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON
	0031	4155.50	REINFORCING STEEL FOR INLET AND JUNCTION BOX	4804.000	LB			
			Non-Shrink Grout			APL	SG 20, 21	KRASON
			Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
	0032	4310.30	30" FLARED-END SECTION	2.000	EACH	TOS/COT	SG 15, 16	KAREL
			Concrete Flared End Section-30 in					
			Buy America Cert-Producer/Supplier			SR	SG 19	KAREL
	0033	4460.42	42" CONCRETE FLARED-END SECTION	1.000	EACH	MC	NSS106	KAREL
			Concrete Flared End Section-42 in					
	0034	4900.25	CURB INLET SEDIMENT FILTER	16.000	EACH	SR	SG 19	KAREL
			Curb Inlet Sediment Filter					
	0035	P700.15	15" STORM SEWER PIPE, TYPE 1,7 OR 8	440.000	LF	APL	SP-106	DONDLINGER
			Reinf Conc Sewer Pipe 15in-Class III					
	0036	P700.24	24" STORM SEWER PIPE, TYPE 1,7 OR 8	331.000	LF	SR	SG 19	KAREL
			Reinf Conc Sewer Pipe 24in-Class III					
	0037	P700.30	30" STORM SEWER PIPE, TYPE 1,7 OR 8	1542.000	LF	SR	SG 19	KAREL
			Reinf Conc Sewer Pipe 30in-Class III					
	0038	P702.42	42" STORM SEWER PIPE, TYPE 1	65.000	LF	SR	SG 19	KAREL
			Reinf Conc Sewer Pipe 42in-Class III					
GROUP 4	0039	0030.40	MOBILIZATION	1.000	LS	SR	SG 19	KAREL
	0040	4796.00	6" PLUG	2.000	EACH			
	0041	W176.26	1" WATER SERVICE	825.000	LF	COC	SP-91	KAREL
	0042	W176.54	WATER SERVICE	26.000	EACH	COC	SP-91	KAREL
	0043	W205.08	8" WATER MAIN PIPE	1473.000	LF	COC	SP-91	KAREL
			Soil Density-Pipe Backfill			COC	SP-91	KAREL
	0044	W219.36	6" GATE VALVE	3.000	EACH	TOS	SG 13	CHURCHWELL
	0045	W219.38	8" GATE VALVE	6.000	EACH	COC	SP-91	KAREL
	0046	W219.42	12" GATE VALVE	1.000	EACH	COC	SP-91	KAREL
	0047	W222.00	FIRE HYDRANT	3.000	EACH	COC	SP-91	KAREL
	0048	W356.08	8" X 8" X 8" TEE	1.000	EACH	COC	SP-91	KAREL
	0049	W356.13	6" X 6" X 6" TEE	1.000	EACH	COC	SP-91	KAREL
	0050	W356.17	8" X 8" X 6" TEE	4.000	EACH	COC	SP-91	KAREL
	0051	W356.51	CROSS 8" X 6"	1.000	EACH	COC	SP-91	KAREL
	0052	W356.52	CROSS 12" X 8"	1.000	EACH	COC	SP-91	KAREL
	0053	W357.53	8" - 22 1/2 DEGREE BEND	2.000	EACH	COC	SP-91	KAREL
	0054	W358.20	8" X 6" REDUCER	1.000	EACH	COC	SP-91	KAREL
	0055	W722.51	ABANDON WATER MAIN	1050.000	LF	COC	SP-91	KAREL
	0056	W750.10	REMOVE FIRE HYDRANT	1.000	EACH			
GROUP 5	0057	0030.50	MOBILIZATION	1.000	LS			
	0058	L001.02	SEEDING, TYPE B	1.400	ACRE			
	0059	L032.80	HYDROMULCH	2.000	TON			
GROUP 10	0060	0001.10	BARRICADE, TYPE III	480.000	BDAY			
			Barricade Warning Lights Type A			APL	SG 23	KAREL
			Reflective Sheeting			TOS	SG 23	DONDLINGER
	0061	0001.90	SIGN DAY	580.000	EACH			
	0062	0001.99	CONTRACTOR FURNISHED SIGN DAY	360.000	EACH			
	0063	0003.10	FLAGGING	40.000	DAY			
	0064	0010.04	FIELD OFFICE	1.000	EACH			
	0065	0030.10	MOBILIZATION	1.000	LS			
	0066	9110.01	RENTAL OF LOADER, FULLY OPERATED	10.000	HOUR			
	0067	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	10.000	HOUR			
	0068	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	10.000	HOUR			
	0069	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR	10.000	HOUR			
	0070	L022.75	TEMPORARY SILT CHECK	300.000	LF	APL		DONDLINGER
	0071	L022.90	TEMPORARY SILT FENCE	300.000	LF	APL	NSS809	DONDLINGER
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-59	KAREL

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 3991X
Control Number: 31991.000
Project Number: URB-6709(2)
Location: WINDOM ST, E 3RD ST - E 7TH ST, WYANNE
Type of Work: GR CONC PAVE CULV WATER MAIN SEED
Testing Date: 10/23/2014
MSD Version: July 1, 2014

These are estimated quantities for materials that need to be tested for this project. Items, certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 1 GRADING	0003	1010.01	EXCAVATION (ESTABLISHED QUANTITY) Soil Density, Excavation, Fill Material B	3548.000	CV	Lab Standard Proctor Test Field Density Test Field Moisture Test	1 2 2		
	0012	3016.22	CONCRETE CLASS 47B 3500 SUBWALKS Poured with others	455.000	SY		1	In-place moisture density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.	SG 09 CHURCHWELL
	0014	3020.24	CONCRETE CLASS 47B 3500 DRIVEWAY Poured with others	1142.000	SY		1	Sample required if from a non-approved stock	SG 15, 16 KRASON
GROUP 3 CONCRETE PAVEMENT	0015	3075.32	CONCRETE PAVEMENT, CLASS 47B-3500 3 Pours	6925.000	SY		1	Sample required if from a non-approved stock	SG 15, 16 KRASON
	0019	9173.20	Soil Density, Subgrade Preparation B	6925.000	SY		1		SG 10 CHURCHWELL
	0024	4016.00	MANHOLE AT STA 203+55 Precast	1.000	EACH	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Pavement Cores Sample for Quality Sample for Quality Sample for Quality	3 3 12 5 1 1 1	1. Core per 2000' per lot. If CMT is responsible for getting things done, then the contractor is responsible for getting things done. One sample per lot unless shipped from tested and approved stock. 2-6 samples unless from approved stock. Sample required if from a non-approved stock.	SG 15, 16 MACE SG 14, 29 KRASON SG 15, 16 KRASON SG 15, 16 KRASON SG 15, 20 BRNE SG 15, 16 KAREL SG 15, 16 KRASON
GROUP 4 CULVERTS	0026	4016.00	MANHOLE AT STA 203+55 Precast	1.000	EACH	Lab Standard Proctor Test Field Density Test Field Moisture Test	1 2 2	In-place moisture density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.	SG 10 CHURCHWELL
	0025	4016.01	MANHOLE AT STA 207+52 Precast	1.000	EACH		1		SG 15, 16 MACE
	0026	4016.02	MANHOLE AT STA 211+45 Precast	1.000	EACH		1		SG 15, 16 KRASON
GROUP 4A WATER MAIN	0030	4105.59	CLASS 47B 3000 CONCRETE FOR INLET AND JUNCTION BOX 3 Pours	72.380	CV	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	3 3 12 1	At every 3000', Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock	SG 15, 16 KRASON SG 15, 16 KRASON
	0043	W205.08	WATER MAIN PIPE 8" Water Main Pipe Soil Density Pipe Backfill B	1473.000	LF	Sample for Quality	1	2-6 samples unless from approved stock	SG 15, 16 KAREL
	0050	0001.10	BARBICADE, TYPE III Reflective Sheeting B	480.000	BDNY	Lab Standard Proctor Test Field Density Test Field Moisture Test Reflectivity Test	1 2 2 2	In-place moisture density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material. 1 of every 5, or a minimum of two of each type	SG 13 CHURCHWELL SG 23 DONDLINGER
GROUP 10 GENERAL ITEMS	Concrete Calculations								
	47B-3500 and 47B-3000 CLASS E	Conversion Factor		672.38	CV				
	0.589	CV/Agg/CT PCC		541.94	CV				
	2.5818	CV/Agg/CT PCC		243.27	CV				
	564	Inv/CT PCC		189.61	Tons				

State of Nebraska Department of Roads
 Material Sampling and Testing Summary

Contract ID 3893V
 Control Number 3893V 008
 Project Number 108 400921
 Location WYNDOM ST E 380 ST - E 374 ST WAYNE
 Type of Work GR CONC PAVE CURB WATER MAIN SEED
 Letting Date 10/23/2014
 MSG Version July 1, 2014

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to MDR for verification testing.

EXHIBIT "A"

Item Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
Agg/Cement Sampling & Testing Totals								
CLASS B	1.3	ton/Cy Agg	704.52	Tons	CLASS B Gradation	1	One Test every 2000 tons	MSG 15, 16 MACKE
CLASS B	1.25	ton/Cy Agg	304.08	Tons	CLASS B Quantity	1	One Test every 6000 tons; NDR will test these samples	MSG 15, 16 MACKE
1PF Cement	n/a		189.51	Tons	CLASS E Gradation	1	One Test every 1000 tons	MSG 15, 16 MACKE
The aggregate sampling estimates assume that "additional" 478 MGS only is being used. ** These totals assume all concrete produced by a single source. ** These totals assume all concrete produced by a single source.								

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount of \$158,329.31.
- B. **Total Agreement Amount.** For performance of the services as outlined in this Agreement, the Consultant will be compensated for actual services performed up to a maximum amount of \$158,329.31 in accordance with paragraph G of this section. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the State.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any subconsultant to exceed its negotiated fee estimate without prior written approval of the

LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. **Out of Scope Services and Consultant Work Orders.** The LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at www.roads.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in Paragraph A of this section.

Actual costs include direct labor costs and direct non-labor costs.

- (1) Direct Labor Costs is an individual's hours charged for the time they are working directly on the project multiplied by the individual's established hourly billing rate.
 - (a) Established Hourly Billing Rates: The established hourly billing rates shall be in accordance with Exhibit "A".
 - (b) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

- (2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

- (a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal

Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- a) Employee is required to depart at or before 6:30 a.m., or
- b) Employee is on overnight travel.

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

I. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at: <http://www.roads.nebraska.gov/gov-aff/lpa-guide-man.html#policies4>. The invoices must present actual direct labor and actual direct non-labor costs for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's established labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

For Subconsultant services, the invoice must include the same supporting documentation. Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <http://www.roads.nebraska.gov/gov-aff/lpa-guide-man.html>) and must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

All invoice packages must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://vimeo.com/album/1798952>.

J. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

K. **Final Invoice and Payment.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice to the State identifying it as the final invoice. The Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be

applied. Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

- L. **Agreement Close-Out.** After the Consultant submits their final invoice, the Consultant must complete and submit DR Form 39a – Notification of Completion Pre-letting Consultant Professional Services Notification of Completion. The form must be submitted electronically in accordance with the instructions on the form. DR Form 39a is available on the Department of Roads' website at <http://www.roads.nebraska.gov/gov-aff/lpa-guide-man.html#forms4>
- M. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.
- N. **Consultant Cost Record Retention.** The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

- \$ 1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

RESOLUTION 2014-101

A RESOLUTION OF THE CITY OF WAYNE APPROVING CORPORATE RESOLUTION FOR SIGNATURES AT FIRST NEBRASKA BANK OF WAYNE, NEBRASKA.

WHEREAS, the financial institution is designed as a depository for the funds of the City and to provide other financial accommodations indicated in this Resolution; and

WHEREAS, this Resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the First Nebraska Bank of Wayne, Nebraska. Any and all prior Resolutions adopted by the City Council of the City of Wayne and certified to the First Nebraska Bank of Wayne as governing the operation of the City's account(s), are in full force and effect until the First Nebraska Bank of Wayne receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a Resolution must be accompanied by documentation, satisfactory to the First Nebraska Bank of Wayne establishing the authority for the changes; and

WHEREAS, the signature of an agent on this Resolution is conclusive evidence of their authority to act on behalf of the City of Wayne. Any agent, so long as they act in a representative capacity as an agent of the City of Wayne, is authorized to make any and all other contracts, agreements, stipulations, and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time, with the City of Wayne subject to any restrictions on this Resolution or otherwise agreed to in writing; and

WHEREAS, all transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Wayne with the First Nebraska Bank of Wayne prior to the adoption of this Resolution are hereby ratified, approved and confirmed; and

WHEREAS, the City of Wayne agrees to the terms and conditions of any account agreement, properly opened by any agent of the City of Wayne. The City of Wayne authorizes First Nebraska Bank of Wayne, at any time, to charge the City of Wayne for all checks, drafts or other orders, for the payment of money that are drawn on the First Nebraska Bank of Wayne so long as they contain the required number of signatures for this purpose; and

WHEREAS, the City of Wayne acknowledges and agrees that the First Nebraska Bank of Wayne may furnish, at its discretion, automated access devices to Agents of the City of Wayne to facilitate those powers authorized by this Resolution or other Resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards; and

WHEREAS, the City of Wayne acknowledges and agrees that the First Nebraska Bank of Wayne may rely on alternative signature and verification codes issued to or obtained from the Agent named on this Resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the First Nebraska Bank of Wayne, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this Resolution (or that filed separately by the City of Wayne with the First Nebraska Bank of Wayne from time to time), the First Nebraska Bank of Wayne is authorized to treat the facsimile signature as the signature of the agent(s) regardless of by whom or by what means that

facsimile signature may have been affixed, so long as it resembles the facsimile signature specified on file. The City of Wayne authorizes each agent to have custody of the City of Wayne's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The First Nebraska Bank of Wayne shall have no responsibility or liability for unauthorized use of alterative signature and verification codes unless otherwise agreed in writing.

PASSED AND APPROVED this 2nd day of December, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2014-102

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“WINDOM STREET STORM SEWER IMPROVEMENT PROJECT.”**

WHEREAS, two bids were received on November 26, 2014, on the “Windom Street Storm Sewer Improvement Project;” and

WHEREAS, the bids have been reviewed by the City’s engineer on the project, Advanced Consulting Engineering Services (ACES); and

WHEREAS, ACES is recommending that the contract be awarded to Robert Woehler & Sons Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Windom Street Storm Sewer Improvement Project,” as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>		<u>Amount</u>
Robert Woehler & Sons Construction, Inc.	(Base Bid)	\$88,383.00
Wayne, NE 68787	(Removal of Concrete)	\$1,280.00

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the contractor for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 2nd day of December, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Betty McGuire - Bid tabulation form

From: "Jen Kreikemeier" <aes001@neb.rr.com>
To: "Betty McGuire" <betty@cityofwayne.org>, "Lowell Johnson" <cityadmin...>
Date: 11/26/2014 1:06 PM
Subject: Bid tabulation form
CC: <b_j_woehler@hotmail.com>, "Adam Rutjens" <adam@rutjensconstruction.com>
Attachments: BID TAB 11-26-2014.pdf

Attached is the bid tabulation form for the Windom Street Storm Sewer project.

We have reviewed the numbers and everything was correct. We recommend award of the contract to Robert Woehler and Sons Construction, Inc. in the amount of \$88,383.00. A start date of May 18, 2015 and completion date of July 17, 2015 will be used as contract dates.

Jen Kreikemeier, E.I.T.

Advanced Consulting Engineering Services

P.O. Box 218

133 W. Washington Street

West Point, NE 68788

mail@acesengineeringservices.com

Phone: 402-372-1923

Fax: 402-372-6960



**ADVANCED CONSULTING
ENGINEERING SERVICES**

Civil Engineers • Surveyors

West Point, NE 68788

Phone: (402) 372-1923

WINDOM STREET STORM SEWER IMPROVEMENTS 2014
WAYNE, NEBRASKA

BID DATE: NOVEMBER 26, 2014 @11:00

ENGINEER'S ESTIMATE - \$100,000

		BID BOND 5%		BID BOND 5%	
		Robert Woehler and Sons 123 Fairgrounds Road Wayne, Nebraska 68787		Rutjens Construction, Inc P.O. Box 99 Tilden, Nebraska 68788	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Construct 36" round equivalent RCP Storm Sewer	50	L.F.	\$150.00	\$7,500.00
2	Construct 54" round equivalent RCP Storm Sewer	143	L.F.	\$270.00	\$38,610.00
3	Construct 12' open throat inlet	2	EACH	\$5,000.00	\$10,000.00
4	Construct Gate Inlet	1	EACH	\$5,000.00	\$5,000.00
5	Construct Junction Box	1	EACH	\$5,000.00	\$5,000.00
6	Construct Drive-over Curb Inlet	1	EACH	\$6,500.00	\$6,500.00
7	Dowel into existing concrete 18" bars @ 30" O.C.	54	L.F.	\$7.00	\$378.00
8	Remove existing 36"x60" storm sewer	170	L.F.	\$10.00	\$1,700.00
9	Remove existing inlet	4	EACH	\$1,500.00	\$6,000.00
10	Remove & replace 7" concrete paving NDOR Type 47B-3625	87	SQ. YDS.	\$60.00	\$5,220.00
11	Remove & replace 4" concrete walk NDOR Type 47B-3625	27	SQ. YDS.	\$50.00	\$1,350.00
12	Over excavation of unsuitable material	150	C.Y.	\$7.50	\$1,125.00
TOTAL BASE BID ITEMS 1 THRU 12: WINDOM STREET STORM SEWER IMPROVEMENTS - 2014				\$88,383.00	\$111,037.50
A-1	Remove concrete parking lot	320	SQ. YDS.	\$4.00	\$1,280.00
CONTRACTORS ANTICIPATED START DATE:				May 18, 2015	May 15, 2015
CONTRACTORS ANTICIPATED COMPLETION DATE:				July 17, 2015	August 7, 2015

RESOLUTION NO. 2014-103

A RESOLUTION AMENDING SECTION 14.100 EMPLOYEE BENEFITS OF THE CITY OF WAYNE PERSONNEL MANUAL.

WHEREAS, the City of Wayne Personnel Manual was adopted by Resolution No. 88-31 on September 13, 1988; and

WHEREAS, under Section 14.100 of the Manual, there is a need to revise said Section.

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

1. Amendments to the Personnel Manual relating to employee benefits, as set out in the attached Exhibit "A", are hereby approved.
2. The effective date of the amendments set out in Exhibit "A" shall be January 1, 2015.

PASSED AND APPROVED this 2nd day of December, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Exhibit "A"
Amendments to Personnel Policy Manual
Resolution No. 2014-103

Sec. 14.100. Employee Benefits. (Amended by Res. 2013-130, 12/3/13).

In order to remain a competitive and equitable employer and to comply with applicable laws, the City offers a total compensation plan consisting not only of pay but also of substantial employee benefits. The Personnel Officer shall make information available concerning current benefits, some of which may be provided at an employee's option, in whole or in part at his or her expense, and /or only to certain categories of employees. It is the responsibility of the employee to notify the personnel office and the plan administrators of changes in the employee status, change in beneficiaries, marriage, additions to households, etc.

The following are the principal employee benefits which are offered prorata on the basis of a 40 hour week to all regular, full-time employees after completing necessary waiting periods:

(a) Health and Major Medical Insurance:

PPO program with no limit for maximum major medical expenses.

2015: Deductibles will be **\$1,500** for single and **\$3,000** for family coverage in the PPO. The employer is self-insuring (80/20) a **\$3,200** deductible for single and a **\$6,400** deductible for family after meeting either one or two deductibles. An eligible employee qualifies on the first day of the month following 30 days of continuous employment. The City pays ~~97.5%~~ **90%** of the premium for single employee and ~~90%~~ **80%** for family coverage. The employee pays ~~2.5%~~ **10%** of the premium for single coverage and ~~10%~~ **20%** for family coverage.

As an incentive for the employee and family to reduce the deductible to ~~\$500~~ **\$1,000** for single and ~~\$1,000~~ **\$2,000** for family coverage in the PPO, the following must be met:

- Employee **and spouse** must be a non-tobacco user. The City reserves the right to verify this by nicotine blood test; and
- Employee and spouse must have annual physicals as provided in the plan.

The Employer will self-insure vision benefits as follows:

Vision: \$10 co-pay per exam
 30% discount for eyeglasses at member facilities
 15% discount for contacts

 \$100 for Safety Glasses

(b) Life Insurance:

The City pays for group life insurance. The amount of insurance generally equals one times (1x) annual salary to the next highest \$1,000.

(c) Disability Insurance:

A tailored program of coverage paid by the City for short term disability for up to 52 weeks of weekly benefit starting after a 30 day period, and long term disability with a monthly benefit starting after twelve months of short term disability. The plan generally pays employees 60% of their gross pay subject to certain maximums for qualifying conditions.

(d) Retirement:

The City of Wayne provides a deferred compensation retirement savings plan to eligible employees and a 401(a) Money Purchase Plan. An eligible full-time employee may participate in the retirement plan from their date of hire. However, the City will start contributions after one (1) year of employment and upon finishing probationary period for eligible employees. At that time, the employee must contribute 1% of their annual wage but not more than 19%. The City will contribute 6% of their annual base salary to the 401(a) Money Purchase Plan.

An eligible regular part-time employee working 30 or more hours per week may participate with unmatched contributions in the retirement plan from their date of hire.

According to State Statute and Civil Service requirements, sworn police officers receive pension contributions from the City immediately at a rate of 6.5% employee, 6.5% employer. The deferred compensation retirement savings plan may be used by sworn police officers, as well; however, the City will not match any employee contributions. The sworn police officers shall be fully vested in the retirement plan upon completion of seven years of employment with the City.

(e) Flexible Employee Benefit Plan:

The Flex Plus Plan was developed to allow eligible employees to use before-tax earnings to purchase benefits under the Plan; examples of flexible spending account benefits include child care, unreimbursed medical expenses, health and accident insurance premium, etc.; Federal, State and Social Security taxes do not apply to these benefits.

An employee may participate in the Plan as of the first day of the month after completing the first day of employment. Prior to the date of being eligible to participate in the Plan, an employee is required to fill out an election form.

(f) Paid holidays, personal days, and leave for vacation, illness or other designated purposes.

(g) Educational Scholarships for Full-Time Employees

Providing that scholarship funds for this program are budgeted and available, any employee regularly scheduled to work 40 hours per week or more is eligible to

apply for up to \$150 in scholarship funds per calendar year for tuition and/or books for an approved trade or educational course related to his or her job description at an approved two or four-year degree institution. The course, the educational institution, and the application must be pre-approved by the department head.



AGREEMENT RENEWAL

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

We hereby agree that Maintenance Agreement No. 72 described above be renewed for the period January 1, 2015 to December 31, 2015.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2012, with revised Exhibits B & C for 2015 attached.

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

Executed by the City this _____ day of _____, _____.

ATTEST: City of Wayne

City Clerk

Mayor

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Roads



Exhibit B

City of: Wayne

Date: 11/7/14

Surface Maintenance

From Exhibit "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.36 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Exhibit "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on Exhibit "C".

Amount due the State for surface maintenance:
2.36 lane miles x \$1,575.00 per lane mile = \$3,717.00.

Snow Removal

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

Amount due the State for snow removal:
_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)



CERTIFICATE OF COMPLIANCE

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

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

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

ATTEST: _____ day of _____, 2015.

City Clerk

Mayor

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

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

AGREEMENT

THIS AGREEMENT, made and entered into by and between Wayne hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2012 .

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Exhibit "B", referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Exhibit "C" and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Exhibit "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in the addendum, Exhibit "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 39-2105			
	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Dept.	Dept.	Dept.
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Dept.
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Dept.	Dept.	Dept.

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121				
	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways	City	City	City	Dept.	Dept.
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Dept.	Dept.
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Dept.	Dept.

Pursuant to Sections 1a, 1b, 1c, 1d, 8a, 8b, 8c, and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C."

From Exhibit "C" it is determined that the City's responsibility for surface maintenance within the City Limits is 2.0 lane miles.

2.0 lane miles X \$1,575.00 per lane mile = \$3,150.00 due the State for surface maintenance.

QE 1131

STATE OF NEBRASKA
 DEPARTMENT OF ROADS
 Revised FY12

RESPONSIBILITY FOR SURFACE MAINTENANCE
 OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
 and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to N. City Limits	15	163.84	166.00	2.16	2	4.32	4.32	0.00
W. City Limits to E. City Limits	35	28.68	30.68	2.00	3	6.00	4.00	2.00
Total Lane Miles				4.16		10.32	8.32	2.00

[Back to Top](#)**Betty McGuire - RW Sons Wayne Hillside Comp. Date and Change Order**

From: BJ Woehler <b_j_woehler@hotmail.com>
To: JEO Troy Johnston <tjohnston@jeo.com>
Date: 11/26/2014 12:32 PM
Subject: RW Sons Wayne Hillside Comp. Date and Change Order
CC: City of Wayne Joel Hansen <jhansen@cityofwayne.org>, "cityadmin@cityofwa..."

Troy

Just to follow up on the meeting we just had, here are the items for the Change Order for the Dec 2nd Council

- 1.) Change the Competition date to May 1st 2015 as suggested by Kelby with storm pipe to continue with paving to wait until weather allows.
- 2.) ADA plated deduct for the city to provide, same number as before.
- 3.) Erosion mat vs silt fence on the North side of the Trail/Hwy we got \$2 a Sq Yd to install it on 10th st with the city providing the material.
We disturbed at least 3' along the edge so let us know how much you want to install.

I will bill the McDonald drive way and storm sewer repair separately to the city outside of the contract.

Let me know if you have any questions

Betty please put this on the Dec. 2nd agenda Troy will provide details on Monday.

Thanks

Bj

From: b_j_woehler@hotmail.com
To: tjohnston@jeo.com
CC: jhansen@cityofwayne.org; cityadmin@cityofwayne.org; betty@cityofwayne.org
Subject: RW Sons Wayne Hillside Comp. Date and Winter Work Change Order
Date: Wed, 12 Nov 2014 21:42:05 +0000

Troy

As we have talked on the phone with the late start and now below average cold snap we need to look at completion date and winter work charges.

You gave me the OK to order pipe around Nov 6th so if we add 60 days that put us into January.

file:///C:/Users/betty.WAYNE/AppData/Local/Temp/XPgrpwise/5475C870CITYCITYP... 11/26/2014