

**AGENDA  
CITY COUNCIL MEETING  
January 20, 2015**

1. [Approval of Minutes – January 6, 2015](#)
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. [Public Hearing: To Consider the Planning Commission’s recommendation regarding a Rezoning Request from R-2 Residential to A-2 Agricultural Residential, with the applicant being the City of Wayne. The area is described as: Tax Lots 40 and 58, which are part of the SW¼ of the NW¼ of Section 13, Township 26N, Range 3 East of the 6<sup>th</sup> P.M., Wayne County, Nebraska.](#)

**Background:** The request to the Planning Commission to rezone this area to A-2 on the north side of Grainland Road across from the new Southview residential subdivision came from the City Council. The purpose is to allow the property owners on the north side to request an agricultural deferment of their portion of the Southview utility assessments until they develop the north side of the street.

4. [Ordinance 2015-2: Amending the Zoning Map](#)

**Recommendation:** The recommendation of the Planning Commission, after their public hearing, is to rezone the area to A-2. The Mayor and Council have the option to approve, modify or disapprove the draft Ordinance.

5. [Public Hearing: To Consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-311 Intent of the R-5 Residential District. The applicant, the City of Wayne, seeks the request to redefine the purpose of the R-5 Residential District.](#)

**Background:** Joel Hansen, Zoning Administrator, made the request to the Planning Commission for this change on behalf of the Mayor and Council after the Council’s discussion about a zoning change conflict at a public meeting with a multi-family housing developer that has a binding TIF agreement at 13<sup>th</sup> and Pearl Street with the City of Wayne. The Planning Commission approved the proposed change to the intent in the attached draft Ordinance and forwarded it for your consideration.

R-5 is already an approved zoning district in the Wayne zoning code and is suggested as a vehicle to move forward on the decrease of the allowed occupation density of multi-family housing in R-3 zones but to allow the approved project at 13<sup>th</sup> and Pearl to be completed under the original terms of the zoning and the TIF agreement.

6. [Ordinance 2015-3: Amending the Wayne Municipal Code, Sec. 90-311 Intent of the R-5 Residential District](#)

**Recommendation:** The recommendation of the Planning Commission, after their public hearing, is to approve the amendments to the code. The Mayor and Council, have the option to approve, modify or disapprove the draft Ordinance.

7. **Public Hearing:** To Consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-312 Permitted Principal Uses and Structures of the R-5 Residential District. The applicant, the City of Wayne, seeks the request to add Multi-Family Dwellings as a permitted use.

**Background:** This action would modify the R-5 zoning code to add Multi-Family Dwellings as a permitted use. A building permit for a Permitted Use can be approved by the Building Official and needs no additional Planning Commission or Council approval, as long as it meets the written R-5 requirements and limitations written in the code.

8. [Ordinance 2015-4: Amending the Wayne Municipal Code, Sec. 90-312 Permitted Principal Uses and Structures of the R-5 Residential District](#)

**Recommendation:** The recommendation of the Planning Commission, after their public hearing, is to approve this Ordinance amending the R-5 section of the code.

9. **Public Hearing:** To Consider the Planning Commission's recommendation in regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-317 General Provisions of the R-5 Residential District. The applicant, the City of Wayne, seeks the request to remove this section of the code and add Parking Regulations.

**Background:** This action will delete unneeded existing provisions of the R-5 zoning to clean up irrelevant language.

10. [Ordinance 2015-5: Amending the Wayne Municipal Code, Sec. 90-317 General Provisions of the R-5 Residential District](#)

**Recommendation:** The recommendation of the Planning Commission, after their public hearing, is to approve the Ordinance.

11. **Public Hearing:** To Consider the Planning Commission's recommendation in regard to Amending the Wayne Municipal Code, Chapter 90, Zoning, Section 90-318 Height and Area Regulations of the R-5 Residential District. The applicant, the City of Wayne, seeks the request to add Multi-Family Dwellings.

**Background:** This action is needed to harmonize this section of the R-5 zoning to add multi-family dwellings.

12. [Ordinance 2015-6: Amending the Wayne Municipal Code, Sec. 90-318 Height and Area Regulations of the R-5 Residential District](#)

**Recommendation:** The recommendation of the Planning Commission, after their public hearing, is to approve the Ordinance.

13. **Public Hearing:** To Consider the Planning Commission's recommendation in regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-319 Design Standards and Requirements of the R-5 Residential District. The applicant, City of Wayne, seeks the request to remove this section of the code and add Sign Requirements.

**Background:** This action eliminates irrelevant language and harmonizes this section of the R-5 zoning with the addition of multi-family housing.

14. [Ordinance 2015-7: Amending the Wayne Municipal Code, Sec. 90-319 Design Standards and Requirements of the R-5 Residential District](#)

**Recommendation:** The recommendation of the Planning Commission, after their public hearing, is to approve the Ordinance.

15. [Ordinance 2014-45: Annexing Southview Addition \(Third and Final Reading\)](#)

**Background:** The final reading of this Ordinance was put on hold by the Mayor and Council until there was final action to rezone the property on the north side of Grainland Road from R-2 to A-2. This would allow the property owners on the north side to request a deferment of their utility assessments from the Southview project until such time as they want to develop the lots on the north side.

16. [Ordinance 2015-1: Amending Wayne Municipal Code, Section 78-134 relating to Parking Time Limits of 30 Minutes and One Hour – Adding 15 Minute Parking Time Limit \(Second Reading\)](#)

**Background:** This area is on the west side of Pearl Street in front of City Hall.

17. [Resolution 2015-7: Accepting Proposal and Approving Agreement with JEO Consulting Group, Inc., for the Design and Construction Oversight Services for the "2016 Wayne Aquatic Center Project"](#)

**Background:** This is the agreement that was discussed, but not opened at the last Council meeting. The fees for construction oversight are an estimate depending on the quality of the contractor who gets the bid. The apparent total engineering fees for the swimming pool project would be about 14% of the total project cost.

18. [Resolution 2015-8: Approving Construction Services Agreement with JEO Consulting Group, Inc., regarding the "Hillside Drive Improvement Project"](#)

**Background:** JEO is the firm that designed the project. They had previously submitted a contract that did not include completing an as-built drawing after the

completion of the project for our files. This copy of the document contains that additional step at the original proposed price.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, and Joel Hansen, Street Superintendent, is to approve said agreement.

19. [Resolution 2015-9: Approving the Plans and Specifications for the East Water Tower Repainting Project and Authorizing the City Clerk to begin advertising for bids](#)

**Background:** This project will repair and repaint the east water tower inside and out. Funds for this project are allocated in the 2015 budget.

**Recommendation:** The recommendation of Jeff Brady, Water/Wastewater Foreman is to approve the Resolution and begin advertising for bids.

20. [Resolution 2015-10: Approving Agreement with Advanced Consulting Engineering Services for the “Thorman Street Sanitary Sewer Extension Project”](#)

**Background:** This will retain ACES to design about one block of sewer extension south in the new Thorman Street right-of-way to serve the new Wayne County yard and the undeveloped lot on the west side of Thorman Street. The costs of this extension will be assessed to the county and the property owner on the west side of Thorman Street.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, is to retain ACES to design the project.

21. [Resolution 2015-11: Approving Amendment to the Recreational Trails Program Project Agreement for the “Recreational Trail Signage Project”](#)

**Background:** This pertains to the trail signage that was obtained by way of a grant from the Nebraska Game & Parks Commission. It is being amended to decrease the required maintenance date from twenty-five years to ten years.

**Recommendation:** Staff recommendation is to approve the amendment as requested.

22. [Action on Pay Application No. 1 in the amount of \\$95,575.91 to Robert Woehler & Sons Construction, Inc., for the “2014 Hillside Drive, Paving & Storm Sewer Improvement Project”](#)

**Recommendation:** This is for work completed according to contract and approved by the Project Engineer for payment.

23. [Action on Staff Proposal to extend City Sewer Services South on Chief’s Way](#)

**Background:** This approximately 600-foot extension would serve the lots going south on Logan Valley Drive from Chief’s Way. This is outside the city limits. Gill Hauling has asked to connect to the sanitary sewer system recently installed in Chief’s Way. They have asked about the option of installing a private 4” sewer service line in the

county right-of-way for this distance. We have told them the line must be 8” for future development. No property owners want to carry the unpaid cost of an 8” sewer main and try to collect from the other lot owners. The most logical solution seems to be the City extending the line south from the Chief’s Way main and carry the cost to be billed out later through sewer hookup fees.

Except for the second sides (along Logan Valley Drive) of corner lots on the intersection of Logan Valley Drive and Chief’s Way, each lot abutting this new sewer line would be billed about \$22 per Linear Foot of frontage through their hookup fee as a contribution to the cost of the pumping station and force main back to the city sewer main. The reason we can’t bill for the second sides of corner lots is that they have already been allocated their share of the Chief’s Way project and pumping station and force main on the basis of their frontage on Chief’s Way.

This action would authorize city staff to retain an engineering firm to design the extension and bid out the construction.

- 24. [Action on Request to use the Civic and Community Center Financing Fund for the Golf Course Clubhouse](#)

**Background:** This is a continuation of the Council discussion on what the terms would need to be to work with the Country Club on improvements to the clubhouse at the golf course.

- 25. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

[Wayne Public Library Board of Trustees Meeting Minutes – December 2, 2014](#)

January 6, 2015

The Wayne City Council met in regular session at City Hall on Tuesday, January 6, 2015, 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, Jason Karsky, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Matt Eischeid.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 26, 2014, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Giese, whereas, the Clerk has prepared copies of the Minutes of the meeting of December 16, 2014, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**CORRECTION TO CLAIMS LIST OF 12/16/14:** VOID CITY EMPLOYEE \$253.22 - SHOULD HAVE BEEN \$53.22

**VARIOUS FUNDS:** AMERITAS, SE, 2154.86; APPEARA, SE, 171.16; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, FE, 15.00; CITY EMPLOYEE, RE, 58.99; BLACK HILLS ENERGY, SE, 1521.60; BOMGAARS, SU, 198.76; CITY EMPLOYEE, RE, 54.26; CITY EMPLOYEE, RE, 180.10; CENTURLINK, SE, 315.34; CERTIFIED TESTING SERVICE, SE, 473.00; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, PY, 60023.91; CITY OF WAYNE, RE, 862.75; COLONIAL RESEARCH, SU, 74.10; COMMUNITY HEALTH, RE, 4.00; COOPORTUNITY HEALTH, SE, 34007.52; DANKO EMERGENCY EQUIPMENT, SU, 202.30; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 1960.92; EAKES OFFICE PLUS, SE, 100.38; ELECTRIC FIXTURE, SU, 2676.93; FASTENAL, SU, 158.03; FIRST CONCORD GROUP, SE, 3331.64; FLOOR MAINTENANCE, SU, 94.02; GALE GROUP, SU, 46.48; GENO'S STEAKHOUSE, SE, 4075.43; GRAPHIC SCREEN PRINTING, SU, 108.00; GROSSENBURG IMPLEMENT, SE, 970.22; CITY EMPLOYEE, RE, 1007.91; HUNTEL CABLEVISION, SE, 2498.26; ICMA, SE, 6703.86; IRS, TX, 22132.15; JACK'S UNIFORMS, SU, 27.95; JEO CONSULTING GROUP, SE, 8233.00; CITY EMPLOYEE, RE, 2.14; KEPSCO, SU, 16.86; KRIZ-DAVIS, SU, 154.43;

MAIN STREET AUTO CARE, SE, 180.00; N.E. NEB ECONOMIC DEV DIS, SE, 486.75; CITY EMPLOYEE, RE, 98.82; NE DEPT OF REVENUE, TX, 3125.72; NE LAW ENFORCEMENT, FE, 190.00; NE PUBLIC HEALTH, SE, 1477.00; NE SAFETY COUNCIL, SE, 127.92; NE NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 4537.00; NWOD, FE, 10.00; CITY EMPLOYEE, RE, 163.98; PITNEY BOWES, SE, 1501.71; PROGRESSIVE BUSINESS, SU, 299.00; PROVIDENCE MEDICAL CENTER, SE, 175.00; QUALITY 1 GRAPHICS, SU, 20.00; QUILL, SU, 418.01; SIOUX SALES COMPANY, SU, 605.40; TIM FERTIG, RE, 4935.72; TYLER TECHNOLOGIES, SE, 1341.55; UNITED WAY, RE, 12.40; VAKOC CONSTRUCTION, SE, 1047.50; VERIZON, SE, 99.09; WAYNE AUTO PARTS, SU, 482.03; WAYNE COUNTY COURT, RE, 150.00; WESCO, SU, 365.08; WESTERN OFFICE PRODUCTS, SU, 83.94; WISNER WEST, SU, 387.75; AMERITAS, SE, 480.00; ARNIE'S FORD-MERCURY, SE, 2471.62; ASCAP, FE, 335.00; AWWA, FE, 295.00; CITY EMPLOYEE, RE, 32.00; BOMGAARS, SU, 1867.63; CITY EMPLOYEE, RE, 154.29; BROWN SUPPLY, SU, 143.42; CARHART LUMBE, SU, 401.21; CHARTWELLS, SE, 5755.28; CITY OF WAYNE, RE, 677.33; CLEAN TO A T, SE, 1300.00; COPY WRITE, SU, 143.28; DUTTON-LAINSON, SU, 654.82; ECHO GROUP, SU, 326.05; CITY EMPLOYEE, RE, 69.83; ELECTRIC PUMP, SU, 484.89; FREDRICKSON OIL, SE, 16.00; GILL HAULING, SE, 155.00; GROSSENBURG IMPLEMENT, SU, 460.38; CITY EMPLOYEE, RE, 85.74; HATTIG CONSTRUCTION, SE, 556.00; HAUFF MID-AMERICAN SPORTS, SU, 519.70; HOMETOWN LEASING, SE, 73.51; INDUSTRIAL CHEM LABS, SU, 1133.14; INTERSTATE ALL BATTERY, SU, 49.90; KRIZ-DAVIS, SU, 617.70; MATHESON TRI-GAS, SU, 29.76; MELISSA PICKINPAUGH, RE, 500.00; MES-MIDAM, SU, 48.72; MIDWEST ENERGY SOLUTIONS, SU, 8472.00; MIKE TOWNE, SE, 300.00; NNEDD, SE, 3530.35; CITY EMPLOYEE, RE, 285.89; NE NEB INS AGENCY, SE, 77089.00; NORTHWEST ELECTRIC, SE, 2026.60; ONE CALL CONCEPTS, SE, 23.30; PAC N SAVE, SU, 174.06; CITY EMPLOYEE, RE, 10.42; PIEPER & MILLER, SE, 1755.00; PROPERTY EXCHANGE PARTNER, RE, 25.00; ROGER NIEMANN, SE, 141.95; S & S WILLERS, SU, 1214.01; SKARSHAUG TESTING LAB, SE, 101.45; SHOPKO, SU, 163.46; STAPLES ADVANTAGE, SU, 398.26; STATE NEBRASKA BANK, SE, 60.72; THE DIAMOND CENTER/FLOWER, SU, 118.00; TIM FERTIG, RE, 2629.07; TYLER TECHNOLOGIES, SE, 370.00; US BANK, SU, 1742.95; VIAERO, SE, 775.35; WASTE CONNECTIONS, SE, 73.36; WAED, RE, 7216.66; WAYNE AUTO PARTS, SU, 1500.53; WAYNE HERALD, SE, 765.00; WAYNE VETERINARY CLINIC, SE, 210.00; WAPA, SE, 36282.79; ZACH HEATING & COOLING, SE, 519.00

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

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

Wes Blecke, Executive Director of Wayne Area Economic Development, provided the Council with the six-month LB 840 activity update.

Cap Peterson with Northeast Nebraska Insurance Agency presented and reviewed the 2015 Property and Casualty Insurance Package. The 2015 premium is \$308,308, which is approximately \$25,842 higher than the 2014 premium. The City buildings and contents are insured at a 90% replacement value, with the exception of the power plant. The power plant building is insured by way of separate coverage at an agreed upon value, which is \$35,163,900. The power plant has a \$50,000 deductible. The property portion of the insurance package has a \$1,000 deductible. Council may want to consider increasing that deductible to \$5,000, which would save about \$3,500/yr. The company provides and has done a risk management analysis of all city buildings, etc., at no cost.

Councilmember Muir made a motion, which was seconded by Councilmember Brodersen, approving the 2015 Property and Casualty Insurance Package with Northeast Nebraska Insurance Agency. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Muir introduced Ordinance No. 2014-43, and moved for approval of the third and final reading thereof; Councilmember Sievers seconded.

#### 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 (FORMER PACIFIC COAST FEATHER PROPERTY).

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

Councilmember Muir introduced Ordinance No. 2014-45, and moved for approval of the second reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2014-45

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHWEST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE (SOUTHVIEW ADDITION).

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The following ordinance would restrict parking in front of City Hall to 15 minutes.

Councilmember Brodersen introduced Ordinance No. 2015-1, and moved for approval thereof; Councilmember Giese seconded.

ORDINANCE NO. 2015-1

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 15 MINUTES, 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, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

The following Resolution would approve an amendment to the initial Revolving Loan Fund Service Agreement with Northeast Nebraska Economic Development District. It updates the operational terms of the agreement to match new requirements by the Nebraska Department of Economic Development.

Councilmember Giese introduced Resolution No. 2015-1 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2015-1

A RESOLUTION APPROVING AMENDMENT TO THE SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT TO ASSIST THE CITY WITH ITS REVOLVING LOAN FUND PROGRAM.

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

The following Resolution is a required legal action that allows a city to advance funds to complete a project and then reimburse itself from assessments to the property owners in the district after the project is completed.

Under the current tax code, if a City advances monies from another fund without having a reimbursement resolution in place within sixty days of said advancement, then it is impossible to refund that borrowed fund using tax-exempt bond proceeds. This will allow the City to roll the project into a bond issue, if it so desires.

Councilmember Giese introduced Resolution No. 2015-2 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2015-2

A RESOLUTION APPROVING REIMBURSEMENT OF FUNDS TEMPORARILY ADVANCED TO PAY FOR THE SOUTHVIEW ADDITION IMPROVEMENT PROJECTS.

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

This following action is a request of the Nebraska Community Foundation. The City of Wayne has a standing account with the Foundation to receive tax-deductible donations for municipal projects like the Community Activity Center, library, swimming pool, summer sports complex, etc. The Hank Overin Field Committee has begun receiving donations to help with the renovation of the grandstand and the field. The Foundation will issue letters of charitable

donations to the City of Wayne to these donors, but the Foundation wants legal assurance that all donations will be used for city purposes and not private benefit.

Councilmember Giese introduced Resolution No. 2015-3 and moved for its approval; Councilmember Greve seconded.

#### RESOLUTION NO. 2015-3

A RESOLUTION DECLARING THAT THE CITY OF WAYNE OWNS ALL ASPECTS OF THE HANK OVERIN BASEBALL FIELD REPAIR AND RENOVATION PROJECT.

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

The following Resolution would amend the wage and salary schedule to reflect the minimum wage increase to \$8.00 per hour, effective 1/1/15.

Councilmember Giese introduced Resolution No. 2015-4 and moved for its approval; Councilmember Sievers seconded.

#### RESOLUTION NO. 2015-4

A RESOLUTION AMENDING THE WAGE AND SALARY SCHEDULE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, 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 Sievers introduced Resolution No. 2015-5 and moved for its approval; Councilmember Muir seconded.

#### RESOLUTION NO. 2015-5

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, with the exception of Councilmember Eischeid who was absent, 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. 2015-6 and moved for its approval; Councilmember Sievers seconded.

#### RESOLUTION NO. 2015-6

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 6<sup>TH</sup> 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, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Roger Protzman, representing JEO Consulting Group, Inc., was present to advise the Council that their firm had submitted a bid for engineering services for the “Wayne Aquatic Center Project.” The Aquatic Center Committee is recommending JEO as the engineer, but Council can solicit engineering proposals if they so desire. JEO was the engineer approved for the design of the pool and has worked with the Committee throughout this process (since July 2011).

Heather Claussen, Chair of the Aquatic Center Committee, explained the process they went through when they selected/recommended JEO Consulting Group as the initial engineer on the project.

Mr. Protzman noted that if there were items in the proposal that the Council or staff wanted to discuss, they would be more than happy to meet and discuss the same.

If Council determines they wish to solicit proposals, JEO has asked that their proposal not be opened at this time, but opened on the date and at the time of opening the other proposals. If Council determines they are not going to solicit proposals, then a Resolution approving the JEO contract will be brought forward for action at the next Council meeting.

No motion was made on agenda item no. 14. Therefore, the same died for lack of a motion. A Resolution will be brought forward for Council action at the next meeting.

Mayor Chamberlain requested Council consideration to appointing Andria Cooper to the Civil Service Commission. She will replace Jason Karsky.

Councilmember Giese had concerns about the appointee not being at the meeting since he did not know her, as did Councilmember Sievers. He thought it was too important of a position not to meet the candidate.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving the appointment of Andria Cooper to the Civil Service Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent and Councilmembers Giese and Sievers who voted Nay, 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, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:40 p.m.

## CLAIMS LISTING JANUARY 20, 2015

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,748.68
APPEARA	LINEN & MAT SERVICE	169.83
ASSOCIATED FIRE	VALVE ALARM BOX	359.51
BAKER & TAYLOR BOOKS	BOOKS	978.24
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	15.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	150.42
BIG T ENTERPRISES, INC	BATTERY	43.95
CITY OF WAYNE	PAYROLL	61,343.24
CITY OF WAYNE	UTILITY REFUNDS	227.99
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
CONSOLIDATED MANAGEMENT	TRAINING CENTER MEALS	139.50
CREDIT BUREAU SERVICES,	BAD DEBTS	56.80
CITY EMPLOYEE	HEALTH REIMBURSEMENT	8.00
DANKO EMERGENCY EQUIPMENT	RESCUE JACKETS	748.84
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	129.00
DEARBORN NATIONAL LIFE	DISABILITY/LIFE INSURANCE	1,854.28
DISCOUNT FURNITURE	SOFA-CAC	425.00
EASYPERMIT POSTAGE	POSTAGE	1,761.69
ECHO GROUP INC JESCO	BREAKER/THERMOSTAT/MOTOR/LEAD KIT	1,138.64
ED. M FELD EQUIPMENT CO	HOLDING STRAP	89.40
FREDRICKSON OIL CO	GENERATOR FUEL/KEROSENE	332.63
GALE GROUP	BOOKS	116.30
GREG KALLHOLFF	ENERGY INCENTIVE	500.00
GROSSENBURG IMPLEMENT INC	PLOW BOLTS/FILTERS	435.82
CITY EMPLOYEE	HEALTH REIMBURSEMENT	19.57
HILLYARD/SIOUX FALLS	CLEANING SUPPLIES	161.60
HIRERIGHT SOLUTIONS INC	RANDOM TESTING	106.30
HOMETOWN LEASING	COPIER LEASE	259.98
ICMA RETIREMENT	RETIREMENT	6,674.58
IRS	FEDERAL WITHHOLDING	23,455.90
KNOEPFLER CHEVROLET CO	PUMP	66.84
KTCH AM/FM RADIO	RADIO ADS	1,742.20
LUTT OIL	GASOLINE	3,778.98
MAIN STREET AUTO CARE	TOWING	90.00
MARCO INC	COPIER LEASE	126.36
MAXIMUM SOLUTIONS, INC.	ANNUAL SOFTWARE AGREEMENT	2,725.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	32.00
MIDWEST LABORATORIES, INC	BOD TESTING	71.00
MODRELL, CECILIA	INTERPRETER	61.25
NAPA OF WAYNE	FILLER CAN	24.19
NE DEPT OF REVENUE	STATE WITHHOLDING	3,492.90
NE PLANNING & ZONING	MEMBERSHIP DUES	40.00
NE RURAL WATER	CONFERENCE REG-BRADY/ECHTENKAMP	750.00
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	8.85
NEBR PUBLIC POWER DIST	ELECTRICITY	281,637.25

NEW PIG CORPORATION	ABSORBENT MATS/WIPES	312.33
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	12,306.60
OLSSON ASSOCIATES	AIRPORT PUMP STATION	2,419.93
PETERSON INDUSTRIAL ENGINE	REPAIR MECHANICAL SEALS	8,361.89
POSTMASTER	PO BOX RENTAL	140.00
POWER MONITORS, INC.	REPAIR AMP RECORDER	588.10
PRONUNCIATOR	ANNUAL SUBSCRIPTION	450.00
ROBERT WOehler & SONS	MCDONALD'S DRIVEWAY-HILLSIDE DR PROJ	1,774.00
SPARKLING KLEAN	JANITORIAL SERVICES	2,747.59
STADIUM SPORTING GOODS	CAC SHIRTS	180.00
STATE NEBRASKA BANK	SAFE DEPOSIT BOX RENTAL	40.00
STATE NEBRASKA BANK	CAC/LIBRARY PETTY CASH	253.84
UTILITIES SECTION	CONFERENCE REG-ECHTENKAMP/LISTON	150.00
VAKOC BUILDER'S RESOURCE	PLYWOOD-TRAIL SIGNS	104.52
WAKEFIELD REPUBLICAN	SUBSCRIPTION	27.00
WAYNE COUNTY CLERK	FILING FEES	32.00
WAYNE HERALD	ADS AND NOTICES	1,257.59
WESCO DISTRIBUTION INC	WIRE PULL LUBE/SILICONE/BULBS	1,003.23
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	120.14
GRAND TOTAL		369,799.04

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** January 6, 2015

**TO:** Mayor Chamberlain  
Wayne City Council

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

At their meeting held on January 5, 2015 the Wayne Planning Commission made a recommendation on the following public hearings; the result of those recommendation is as follows:

**Public Hearing: Request to Rezone from R-2 Residential to A-2 Agricultural Residential District, Tax Lots 40 and 58, Part of the SW1/4 of NW1/4 of Section 13, T26N, R3E; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council to rezone from R-2 Residential to A-2 Agricultural Residential, an area approximately 9.7 acres in size and more particularly described as part of the SW1/4 of the NW1/4 of Section 13, Township 26 North, Range 3 East in Wayne County, Nebraska described as Tax Lots 40 and 58, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-311 Intent of the R-5 Residential District; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Rogers-Spann to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 90 Zoning, Section 90-311 Intent of the R-5 Residential District, as attached, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Chair Melena state the motion and second. All were in favor; motion carried unanimously.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-312 Permitted Principal Uses and Structures, of the R-5 Residential District; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Giese to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 90, Section 90-312 Permitted Principal Uses and Structures, by adding the term Multi-Family Dwellings, as attached, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-317 General Provisions of the R-5 Residential District; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 90, Section 90-317 General Provisions in the R-5 Residential District, by deleting the present section and adding Parking Regulations, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use map, and staff's recommendation. Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-318 Height and Area Regulations in the R-5 Residential District; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 90 Zoning, Section 90-318 Height and Area Regulations in the R-5 Residential District, to add Multi-Family Dwellings, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendations. Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

Memo to Mayor and Council  
January 6, 2015  
Page Three

**Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-319 Design Standards and Requirements of the R-5 Residential District; Applicant being City of Wayne**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorenson and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 90 Zoning, Section 90-319 Design Standards and Requirements by deleting the present section and adding Sign Regulations, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Chair Melena stated the motion and second. All were in favor, with the exception of Melanie Loggins who voted nay; motion carried seven ayes and one nay.

JJH:cb

## Division 6. R-5 Residential District

### Sec. 90-311. Intent

The R-5 district is designed to ~~permit and encourage creative design in new housing subdivisions to provide for development of affordable housing by allowing flexibility in the design of buildings, open space, infrastructure and subdivision design.~~ provide living areas that would be multiple in type and density while promoting quality housing in or near educational centers.

(Ord. No. 93-11, § 605.01, 9-28-1993)

### Sec. 90-312. Permitted principal uses and structures

The following shall be permitted as uses by right in an R-5 district:

1. Single-family dwellings;
2. Two-family dwellings;
3. Child care homes;
4. Public and private schools;
5. Public or private parks, buildings and grounds;
6. Community buildings owned and/or occupied by public agencies; and
7. **Multi-family dwellings.**

(Ord. No. 93-11, § 605.02, 9-28-1993)

### Sec. 90-313. Permitted accessory uses and structures

The following accessory uses and structures shall be permitted in an R-5 district:

1. Accessory uses and structures normally appurtenant to the permitted uses and structures, provided that:
  1. a) Collectively the area(s) occupied by all existing and proposed structures, do not exceed 50% of the entire lot area and/or;
  2. c) Shall be in conformance with the provisions of Section 90-703.
2. Home occupations in conformance with section 90-715.

(Ord. No. 93-11, § 605.03, 9-28-1993; Ord. No. 2004-15, §, 12-14-2004; Ord. No. 2010-14, §, 7-12-2010)

### Sec. 90-314. Permitted conditional uses

A building or premises in an R-5 district may be used for a domestic shelter in conformance with the conditions prescribed in this division. The maximum number of occupants of such facility shall not exceed one person per 750 square feet of lot area.

(Ord. No. 93-11, § 605.04, 9-28-1993)

### Sec. 90-315. Special exception uses

In accordance with article XI of this chapter, the following exceptions are allowed in an R-5 district:

1. Places of worship such as churches, synagogues and temples and parish houses.

2. Private charitable institutions.
3. Electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and/or elevated pressure tanks.
4. Radio and television towers and transmitters.
5. Townhouses.
6. Parking lots.
7. Accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or seven percent of the total lot area.

(Ord. No. 93-11, § 605.05, 9-28-1993; Ord. No. 2010-17, §, 8-17-2010)

**Sec. 90-316. Prohibited uses and structures**

All other uses and structures which are not specifically permitted or not permissible as exceptions or conditional uses shall be prohibited from the R-5 district.

(Ord. No. 93-11, § 605.06, 9-28-1993)

**Sec. 90-317. General provisions Parking regulations**

~~The minimum requirements and standards established in this division apply only to R-5 districts. The minimum size for the zoned area to be developed shall be seven acres.~~

Parking in an R-5 district shall be in conformance with the provisions of section 90-710.

(Ord. No. 93-11, § 605.07, 9-28-1993)

**Sec. 90-318. Height and area regulations**

The maximum height and minimum area regulations for an R-5 district shall be as follows:

1. General requirements:

Area Regulations	Dwelling, Single-Family	Dwelling, Two-Family	Dwelling, Multi-Family	Other Permitted Uses
Lot Area (in sq. feet)	5,000	2,500 per family	500 per sleeping room	5,000
Lot Width (in feet)	40	40 per family	40	40
Required Front Yard (in feet)	15	15	15	15
Required Side Yard (in feet)	5	5 if party wall	5	5
Required Rear Yard (in feet)	Smaller of 20' or 20% of lot			
Height (in feet)	35	35	35	35

2. The height of all structures shall be in conformance with the airport zoning regulations.
3. There shall be a minimum lot width of 50 feet for all corner lots.
4. Adjustments to the front yard may be made in accordance with the provisions of section 90-709.

(Ord. No. 93-11, § 605.08, 9-28-1993)

**Sec. 90-319. Design standards and requirements Sign regulations**

The following minimum design standards shall be required in an R-5 district:

1. For streets:

1. a. A right-of-way width of 50 feet unless a collector or arterial street.
2. b. A pavement width of 27 feet, which allows parking on one side only; pavement located within the right-of-way so as to provide a minimum of 14 feet between the curb and property line on the sidewalk side of the street.
3. c. All streets shall be looped, curvilinear or end in a cul-de-sac street, or combination, to discourage through traffic.
4. d. Curbs and gutters are required.
5. e. Curbs may be designed to allow access onto lots without the necessity of curb cuts. The curb design must be in conformance with standards adopted by the city.

2. Two off-street parking stalls shall be provided for each dwelling unit.

3. Sidewalks:

1. a. Shall be provided with a width of at least four feet.
2. b. Should be a function of the site design and their location decided upon on a case-by-case basis. They may be located on an easement at the rear of property lines or on only one side of a street. On arterial and collector streets, sidewalks shall be provided on both sides of the street.
4. Utility, drainage, sidewalks and zero lot line easements shall be provided as required.
5. Required open recreational areas are required as follows:
  1. a. Every R-5 development shall provide an area to be used as a permanent usable open space recreation area, exclusive of lots, parking areas and streets. The size of the open space area shall be a total of 500 square feet per lot for all lots within the development. The minimum size, however, shall be no less than one-half acre.
  2. b. For the purposes of this section, usable open space recreation area shall mean an area that:
    1. Is developed, vegetated and landscaped for open areas, ball fields, picnic areas, trails, or similar facilities;
    2. Is legally accessible to all residents of the development or to the public if dedication is required or accepted by the city.

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~~3. c. Within three years following the approval of the zoning, all of the recreational facilities shown on the approved development concept plan shall be installed by the developer.~~

~~4. d. All open space recreational areas exceeding five acres in size may be dedicated to the city. Unless dedicated to and accepted by the city, all required open space recreational areas shall remain under the ownership and control of the developer or a homeowners' association.~~

~~5. e. The entity exercising ownership and control of the open space recreational area shall be responsible for the continuing upkeep and proper maintenance of the area.~~

~~6. —~~

~~1. a. In reference to this section, a homeowners' association, who shall be responsible for the maintenance and control of the open space recreational areas, shall be established. Provisions for the establishment of the association shall be made and recorded or required by law prior to the sale of any lot in the development. These provisions shall establish that the association has the clear legal authority and duty to maintain and exercise control over the recreational areas, including all facilities placed upon this area.~~

~~2. b. These provisions shall show that the association has the power to compel contributions from residents in the development to cover their proportionate shares in the cost of maintenance and upkeep of the open space recreational areas.~~

All signs in an R-5 district shall be in conformance with the regulations provided in this division and with the provisions of section 90-713.

(Ord. No. 93-11, § 605.09, 9-28-1993)

**ORDINANCE NO. 2015-2**

**AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF TAX LOTS 40 AND 58, WHICH ARE PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTEEN, TOWNSHIP TWENTY-SIX NORTH, RANGE THREE, EAST OF THE 6<sup>TH</sup> P.M., WAYNE COUNTY, NEBRASKA, FROM R-2 RESIDENTIAL TO A-2 AGRICULTURAL RESIDENTIAL.**

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

Section 1. That the real estate area shown on the attached map be changed and rezoned from R-2 (Residential) to A-2 (Agricultural Residential). The area being rezoned is described as:

Tax Lots 40 and 58, which are part of the Southwest Quarter of the Northwest Quarter of Section 13, Township 26 North, Range 3, East of the 6<sup>th</sup> P.M., Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on January 5, 2015, regarding this rezoning request, and have recommended approval thereof subject to the following "Findings of Fact:"

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

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described as now in an A-2 (Agricultural Residential District) zone.

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

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

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



ORDINANCE NO. 2015-3

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 6 – R-5 RESIDENTIAL DISTRICT, SECTION 90-311 INTENT; 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 January 5, 2015, and recommended amending Section 90-311 Intent of the Wayne Municipal Code, with the “Findings of Fact” being:

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

Section 2. That Chapter 90, Article IV, Section 90-311 of the Wayne Municipal Code is hereby amended as follows:

**Sec. 90-311 Intent**

The R-5 District is designed to ~~permit and encourage creative design in new housing subdivisions to provide for development of affordable housing by allowing flexibility in the design of buildings, open space infrastructure and subdivision design.~~ **provide living areas that would be multiple in type and density while promoting quality housing in or near educational centers.**

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 \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2015-4**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 6 – R-5 RESIDENTIAL DISTRICT, SECTION 90-312 PERMITTED PRINCIPAL USES AND STRUCTURES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The Planning Commission held a public hearing on January 5, 2015, and recommended amending Section 90-312 Permitted Principal Uses and Structures of the Wayne Municipal Code, with the “Findings of Fact” being:

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

Section 2. That Chapter 90, Article IV, Section 90-312 of the Wayne Municipal Code is hereby amended as follows:

**Sec. 90-312 Permitted Principal Uses and Structures**

The following shall be permitted as uses by right in an R-5 district:

1. Single-family dwellings;
2. Two-family dwellings;
3. Child care homes;
4. Public and private schools;
5. Public or private parks, buildings and grounds;
6. Community buildings owned and/or occupied by public agencies; and
- 7. Multi-Family dwellings.**

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 \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

ORDINANCE NO. 2015-5

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 6 – R-5 RESIDENTIAL DISTRICT, SECTION 90-317 GENERAL PROVISIONS; 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 January 5, 2015, and recommended amending Section 90-317 General Provisions of the Wayne Municipal Code, with the “Findings of Fact” being:

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

Section 2. That Chapter 90, Article IV, Section 90-317 of the Wayne Municipal Code is hereby amended as follows:

**Sec. 90-317 General Provisions Parking Regulations**

~~The minimum requirements and standards established in this division apply only to R-5 districts. The minimum size for the zoned area to be developed shall be seven acres.~~  
**Parking in an R-5 district shall be in conformance with the provisions of Section 90-710.**

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 \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2015-6**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 6 – R-5 RESIDENTIAL DISTRICT, SECTION 90-318 HEIGHT AND AREA 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 January 5, 2015, and recommended amending Section 90-318 Height and Area Regulations of the Wayne Municipal Code, with the “Findings of Fact” being:

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

Section 2. That Chapter 90, Article IV, Section 90-318 of the Wayne Municipal Code is hereby amended as follows:

**Sec. 90-318 Height and Area Regulations**

The maximum height and minimum area regulations for an R-5 district shall be as follows:

1. General requirements:

<b>Area Regulations</b>	<b>Dwelling, Single-Family</b>	<b>Dwelling, Two-Family</b>	<b>Dwelling, Multi-Family</b>	<b>Other Permitted Uses</b>
Lot Area (in sq. feet)	5,000	2,500 per family	500 per sleeping room	5,000
Lot Width (in feet)	40	40 per family	40	40
Required Front Yard (in feet)	15	15	15	15
Required Side Yard (in feet)	5	5 if party wall	5	5
Required Rear Yard (in feet)	Smaller of 20' or 20% of lot	Smaller of 20' or 20% of lot	Smaller of 20' or 20% of lot	Smaller of 20' or 20% of lot
Height (in feet)	35	35	35	35

2. The height of all structures shall be in conformance with the airport zoning regulations.
3. There shall be a minimum lot width of 50 feet for all corner lots.
4. Adjustments to the front yard may be made in accordance with the provisions of section 90-709.

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 \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

ORDINANCE NO. 2015-7

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 6 – R-5 RESIDENTIAL DISTRICT, SECTION 90-319 DESIGN STANDARDS AND REQUIREMENTS; 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 January 5, 2015, and recommended amending Section 90-319 Design Standards and Requirements of the Wayne Municipal Code, with the “Findings of Fact” being:

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

Section 2. That Chapter 90, Article IV, Section 90-319 of the Wayne Municipal Code is hereby amended as follows:

~~Sec. 90-319 Design Standards and Requirements~~ **Sign Regulations**

~~The following minimum design standards shall be required in an R-5 district:~~

~~1. For streets:~~

- ~~a. A right-of-way width of 50 feet unless a collector or arterial street.~~
- ~~b. A pavement width of 27 feet, which allows parking on one side only; pavement located within the right-of-way so as to provide a minimum of 14 feet between the curb and property line on the sidewalk side of the street.~~
- ~~c. All streets shall be looped, curvilinear or end in a cul-de-sac street, or combination, to discourage through traffic.~~
- ~~d. Curbs and gutters are required.~~
- ~~e. Curbs may be designed to allow access onto lots without the necessity of curb cuts. The curb design must be in conformance with standards adopted by the city.~~

~~2. Two off-street parking stalls shall be provided for each dwelling unit.~~

~~3. Sidewalks:~~

- ~~a. Shall be provided with a width of at least four feet.~~
- ~~b. Should be a function of the site design and their location decided upon on a case-by-case basis. They may be located on an easement at the rear of property lines or on only one side of a street. On arterial and collector streets, sidewalks shall be provided on both sides of the street.~~

~~4. Utility, drainage, sidewalks and zero lot line easements shall be provided as required.~~

~~5. Required open recreational areas are required as follows:~~

- ~~a. Every R-5 development shall provide an area to be used as a permanent usable open space recreation area, exclusive of lots, parking areas and streets. The size of the open space area shall be a total of 500 square feet per lot for all lots within the development. The minimum size, however, shall be no less than one-half acre.~~

~~b. For the purposes of this section, usable open space recreation area shall mean an area that:~~

~~1. Is developed, vegetated and landscaped for open areas, ball fields, picnic areas, trails, or similar facilities;~~

~~2. Is legally accessible to all residents of the development or to the public if dedication is required or accepted by the city.~~

~~c. Within three years following the approval of the zoning, all of the recreational facilities shown on the approved development concept plan shall be installed by the developer.~~

~~d. All open space recreational areas exceeding five acres in size may be dedicated to the city. Unless dedicated to and accepted by the city, all required open space recreational areas shall remain under the ownership and control of the developer or a homeowners' association.~~

~~e. The entity exercising ownership and control of the open space recreational area shall be responsible for the continuing upkeep and proper maintenance of the area.~~

~~6. a. In reference to this section, a homeowners' association, who shall be responsible for the maintenance and control of the open space recreational areas, shall be established. Provisions for the establishment of the association shall be made and recorded or required by law prior to the sale of any lot in the development. These provisions shall establish that the association has the clear legal authority and duty to maintain and exercise control over the recreational areas, including all facilities placed upon this area.~~

~~b. These provisions shall show that the association has the power to compel contributions from residents in the development to cover their proportionate shares in the cost of maintenance and upkeep of the open space recreational areas.~~

**All signs in an R-5 district shall be in conformance with the regulations provided in this division and with the provisions of section 90-713.**

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 \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2014-45**

**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 North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, T26N, R3E and the North 1/2 of the Northeast 1/4 of the Southeast 1/4 and the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 14, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence N 87°38'08" E on an assumed bearing on the North line of said Southwest 1/4, 1259.64 feet to the Point of Beginning; thence S 02°21'52" E and perpendicular to said North line, 190.00 feet to the Southwest corner of Lot 10 of Beckenhauer Estates; thence S 87°38'08" W and parallel to said North line, 1294.77 feet to a point on the West Right-of-Way line of 575 Avenue; thence N 01°43'25" W on said West Right-of-Way line, 223.01 feet to a point on the North Right-of-Way line of Grainland Road; thence N 87°38'08" E on said North Right-of-Way line, 1292.27 feet; thence S 02°21'52" E and perpendicular to said North Right-of-Way line, 33.00 feet to the Point of Beginning, containing 6.62 acres, more or less,

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 20<sup>th</sup> day of January, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



A-2

R-2

Grainland Road

R-1

A-1

Birch Street

ORDINANCE NO. 2015-1

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF **15 MINUTES**, 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 15 minutes, 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:

1. 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.
2. The north side of East 2<sup>nd</sup> Street from 130 feet west of the centerline of lo Logan Street to 173 feet west of the centerline of Logan Street.

**(b) 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 15 minutes upon the following locations:**

- 1. The west side of Pearl Street from 40 feet north of the centerline of West 3<sup>rd</sup> Street to 129 feet north of the centerline of West 3<sup>rd</sup> Street.**

(c) 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 January, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2015-7**

**A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE “WAYNE 2016 AQUATIC CENTER PROJECT.”**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services for the “Wayne 2016 Aquatic Center Project;” and

WHEREAS, a proposal has been requested and received from JEO Consulting Group, Inc., for engineering services for said project; and

WHEREAS, the total fees for said services are as follows:

- Lump sum fee for Basic Service of \$210,900; and
- Estimated hourly fee for basic services of \$47,400; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and JEO Consulting Group, Inc., for the “Wayne 2016 Aquatic Center Project” be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the Agreement for said professional services on behalf of the City.

PASSED AND APPROVED this 20<sup>th</sup> day of January, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



January 8, 2015

City of Wayne  
Attn: Lowell Johnson  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787



RE: Wayne, Nebraska  
2016 Aquatic Center  
JEO Project No. 130404

Dear Mayor:

Enclosed are three (3) originals of the revised JEO's standard agreement for services on the above referenced project. Please review, and if acceptable, execute each copy and return two (2) original for our files. We have reduced the Construction Phase services by \$10,000 for us to not attend the monthly City council meetings to present the Pay Applications and only provide a progress report with the Pay Applications. We have also revised the Attachment 1 to Exhibit A based upon our meeting last night.

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

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

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

Design Phase	\$126,000
Bidding and Negotiation Phase	\$ 7,000
Construction Phase	\$ 69,900
Post Construction Phase	<u>\$ 8,000</u>
Subtotal	\$210,900

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

Resident Project Representative	\$ 45,000
SWPPP Administration and Monitoring	\$ 2,400

Total Estimated Fee for the project \$47,400

Along with the other services defined under the construction phase of Exhibit C of the agreement, the construction administration phase includes ten (10) site visits by the project engineer/manager. These visits are only intended to observe whether the project is being completed in general conformance with the plans and specifications. They are not to provide on-site representation during the construction phase of the project.

City of Wayne  
January 8, 2015  
Page 2

Along with the other services defined under the construction phase of Exhibit C of the agreement, the construction administration phase includes ten (10) site visits by the project engineer/manager. These visits are only intended to observe whether the project is being completed in general conformance with the plans and specifications. They are not to provide on-site representation during the construction phase of the project.

Please note, the estimate for RPR services, which includes 360 hours of time for on site observation and representation, SWPPP Administration and Monitoring Services, which include 22 hours of time, are only for you to use in planning and budgeting. You will only be billed for hours worked on the project in providing these services, and those hours may differ materially from our estimate. However, if it appears that we will exceed the estimate, we will contact you as defined in Exhibit C of the agreement.

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

This agreement will be open for acceptance until January 21, 2015 unless changed by us in writing.

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

Sincerely,



Roger S. Protzman  
Sr. Project Engineer

RSP:skw  
Enclosure

**RESOLUTION NO. 2015-8**

**A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF THE CONSTRUCTION PHASE SERVICES AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR THE HILLSIDE DRIVE IMPROVEMENT PROJECT.**

WHEREAS, JEO Consulting Group, Inc., has submitted a "Scope of Services" for the construction phase services relating to the Hillside Drive Improvement Project; and

WHEREAS, staff recommendation is to accept the proposal of JEO Consulting Group for the construction phase services of the above-named project in accord with the schedule of fees that is attached thereto.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the "Scope of Services" for the construction phase services for the Hillside Drive Improvement Project be accepted as recommended, and the Mayor be and he hereby is instructed and authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED THIS 20<sup>th</sup> day of January, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



January 6, 2015

City of Wayne  
Joel Hansen  
306 Pearl Street  
Wayne, Nebraska 68787-0008

RE: Wayne, Nebraska  
Hillside Drive Improvements – Construction services  
JEO Project No. 130788

Dear Joel:

Attached as Exhibit "A" is a detailed scope of services for the construction phase services related to the above referenced project.

JEO will carry general and professional liability insurance during the project to cover our negligent acts, errors and omissions. If you desire a greater degree of coverage than we generally carry, please inform us immediately so that we may negotiate the same.

We will invoice for services to date. Invoices are due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% annum. Payments will be credited first to interest, then principal.

All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

To comply with State Law the following provision has been added to this letter agreement: Engineer shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employee physically performing services within the State of Nebraska. Engineer shall require the same of each subcontractor.

City of Wayne  
Joel Hansen  
Page Two  
January 6, 2015

If acceptable, please return one signed copy of this agreement to our office. If you have any questions, please feel free to contact me.

ACCEPTED:

Engineer:

  
\_\_\_\_\_  
Troy Johnston  
JEO Consulting Group, Inc.

1-6-15  
\_\_\_\_\_  
Date

Owner:

\_\_\_\_\_  
City of Wayne, Nebraska

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**SCOPE OF SERVICES  
Hillside Drive  
WAYNE, NEBRASKA**

The following items may be provided, when ordered by the City of Wayne and will be charged using current hourly rates (see attached rates).

**Construction Phase:**

- A. Schedule and attend a pre-construction conference.
- B. Review shop drawings of materials to be incorporated into the project.
- C. Construction staking of improvements.
- D. Construction administration.
- E. Review materials testing data.
- F. Review Contractor Pay Application requests and forward to Owner.
- G. Construction observation.
- H. Prepare a punch list of items to be completed by Contractor.
- I. Final walk through of project with Owner and Contractor.
- J. Prepare Recommendation of Acceptance.
- K. Prepare and submit record drawings to the Owner.(Owner and contractor to provide as built drawings)

**Services Not Included:**

- A. Materials testing during construction.

**Schedule of Fees (Estimated):**

Construction	\$ 7,000 (Hourly)
Construction Observation (RPR)	\$ 2,500 (20 hours @ 125\$/hr)

**RESOLUTION NO. 2015-9**

**A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE EAST WATER TOWER REPAINTING PROJECT AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.**

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the hiring of JEO Consulting Group, Inc., as engineers for the East Water Tower Repainting Project is hereby reaffirmed, and that the plans, specifications and estimate of cost of \$250,000, as prepared by the City's engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City's Engineer.

PASSED AND APPROVED this 20<sup>th</sup> day of January, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

January 14, 2015

Lowell Johnson  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787-0008

RE: Wayne, Nebraska  
2014-2015 Wayne Water Tower Repaint  
JEO Project No. P140925

Dear Mr. Johnson:

Attached please find specifications to complete the above referenced project. The project is ready for solicitation of bids and permitting approval. The Engineer's Opinion of Cost is \$250,000 for the base bid and Alternate B. Alternate B provides a long life coating system on the exterior than Alternate A.

To obtain the HHS permit, we will forward three copies along with your review fee check in the amount of \$1,350 to accompany the submittal. The HHS review fee is \$100 plus 0.5% of the engineer's opinion of cost.

Sincerely,

Roger S. Protzman PE  
Senior Project Engineer

RSP:skw  
Enclosure

## INVITATION TO BID

Sealed Proposals for the construction of "2015 Wayne Water Storage Tank Rehabilitation" project for the City of Wayne, Nebraska, JEO Project No. 140925, will be received by the City Clerk at City Hall, Wayne, Nebraska, until 2:00 PM on the 19 day of February, 2015, and thereafter will be read aloud.

The work consists of the following approximate quantities:

### BASE BID

1 LS Interior Storage Tank Rehabilitation

### ALTERNATE BID ITEM A

1 LS Polyurethane Exterior Coating System

### ALTERNATE BID ITEM B

1 LS Fluoropolymer Exterior Coating System

Proposals will be taken for said construction work listed above by unit prices, as an aggregate bid for the entire project.

All Proposals for said construction work must be made on blanks furnished by the ENGINEER and must be accompanied by Bid Security of not less than 5% of the amount bid. Bid Security to be made payable to the Treasurer of the City of Wayne as liquidated damages in case the bid is accepted and the bidder neglects or refuses, to enter into contract and furnish bond in accordance herewith.

Plans, Specifications and Bid Documents may be inspected at the office of the City Clerk, Wayne, Nebraska, and will be issued by JEO Consulting Group, Inc., Consulting Engineers, 803 W. Norfolk Ave., Norfolk, NE 68702. A **payment of \$50.00 to cover partial cost, none of which will be returned, needs to be paid prior to plans and specifications being sent out.** In order to bid the project, the plans and specifications must be issued directly by JEO Consulting Group, Inc. to the bidder.

The Mayor and City Council, reserves the right to waive informalities and irregularities and to make awards on bids which furnish the materials and construction that will, in their opinion serve the best interests of the City of Wayne, and also reserves the right to reject any and/or all bids.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

CITY OF WAYNE, NEBRASKA  
Ken Chamberlain

ATTEST: Betty McGuire  
City Clerk

PUBLISHED:

00 1000-2

Issuance 8/1/08  
Revised 4/10

**RESOLUTION NO. 2015-10**

**A RESOLUTION ACCEPTING PROPOSAL AND APPROVING THE SHORT FORM OF AGREEMENT BETWEEN THE CITY OF WAYNE AND ADVANCED CONSULTING ENGINEERING SERVICES FOR THE “THORMAN STREET SANITARY SEWER EXTENSION PROJECT.”**

WHEREAS, a proposal has been received from Advanced Consulting Engineering Services regarding the “Thorman Street Sanitary Sewer Extension Project” for a lump sum not to exceed amount of \$3,500; and

WHEREAS, said proposal has been reviewed by city staff; and

WHEREAS, city staff is recommending that the proposal of Advanced Consulting Engineering Services for a lump sum not to exceed amount of \$3,500 be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement for the “Thorman Streert Sanitary Sewer Extension Project” be accepted as recommended, and the Mayor be, and he hereby is instructed and authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 20<sup>th</sup> day of January, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

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

THIS IS AN AGREEMENT effective as of January, 2015 (“Effective Date”) between  
City of Wayne, Nebraska (“Owner”)  
and Advanced Consulting Engineering Services (“Engineer”)  
Engineer agrees to provide the services described below to Owner for Thorman Street Sanitary Sewer  
Extension (“Project”).  
Description of Engineer’s Services: Please see attached “Exhibit A”.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

I. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

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

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and

said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

## 8.01 Total Agreement

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

A. Also included as part of this agreement are the following Attachments:

**Exhibit "A"** Scope of Services Between Advanced Consulting Engineering Services and the City of Wayne, Nebraska.

**Exhibit "B"** Schedule of Engineering Fees

**Exhibit "C"** Schedule of Rates and Charges

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum not to exceed amount of \$ 3,500 Engineering Fees

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 18 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

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

OWNER:

ENGINEER:

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

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

Title: Owner

Title: President

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

Date Signed: 1/09/2015

License or Certificate No. and State E - 9608  
State of Nebraska

Address for giving notices:

Address for giving notices:

City of Wayne, Nebraska

Advanced Consulting Engineering Services

306 Pearl Street

P.O. Box 218

Wayne, Nebraska 68787

133 West Washington Street  
West Point, Nebraska 68788

**EXHIBIT "A"**  
**SCOPE OF SERVICES FOR THE DEVELOPMENT OF PLANS AND SPECIFICATIONS**  
**FOR THE THORMAN STREET SANITARY SEWER EXTENSION PROJECT**

**GENERAL**

ADVANCED CONSULTING ENGINEERING SERVICES (Engineer) shall provide THE CITY OF WAYNE (Owner) with engineering services that include the preparation of plans and specifications, bidding, and construction phase services.

**SERVICES INCLUDED**

- Topographic Services
- Preparation of Preliminary Plans and Specifications for the Sanitary Sewer Extension
- Preparation of Final Plans and Specifications for the Sanitary Sewer Extension
- Non-Resident Project Observation
- Construction Staking
- Certification of Construction
- Preparation of Record Drawings

**SCOPE OF SERVICES**

**Topographic Services**

ENGINEER shall complete a detailed topographic survey of the area that is needed for the design of the Sanitary Sewer Extension. Topographic information will be used to prepare plans and cross sections to be used for construction.

**Preliminary Plans & Specifications**

ENGINEER shall provide detailed preliminary plans and specifications for the Sanitary Sewer Extension to be reviewed by the City and City employees. These plans and specifications along with an estimate of construction cost shall also be presented to the City Council for approval.

**Final Plans and Specifications**

Upon completion of City review of the preliminary plans the ENGINEER shall prepare final plans and specifications for the Sanitary Sewer Extension to be used during the construction process. Final plans and specifications will be sent to NDEQ for approval.

**Construction Phase Services**

ENGINEER plans one site visit during the duration of the project. Sit visit will review work completed, discuss any revisions to the project, and ensure compliance with plans and specifications. ENGINEER will answer all questions about the construction of the project in a timely manner and will be the liaison between the City and NDEQ if needed.

**Certification of Construction**

ENGINEER or ENGINEER'S REPRESENTATIVE will review all required testing, and will conduct a post construction field observation to ensure that the project was completed in accordance with the approved plans and specifications. If any modifications to the project need to be made they are to be made by the OWNER or OWNER'S CONTRACTOR. As soon as it is determined that the project is acceptable, certification of construction will be made to the CITY so that the sewer system can be placed into service.

**Preparation of Record Drawing Information**

ENGINEER will, upon receipt of as-built drawings from the OWNER or OWNER'S CONTRACTOR; prepare record drawing to be submitted to the CITY.

**DELIVERABLES:**

- 2 sets of preliminary plans and specifications for OWNER review and comments
- 2 sets of final plans and specifications for OWNER review and approval
- 3 sets of final construction plans and one final specification, upon approval from all reviewing agencies
- Copies of construction observation reports
- Certificate of Completion
- 2 sets of "As-Built" drawings, a copy will also be retained on file at our office

**SERVICES NOT INCLUDE**

- Soils Investigation or Reports
- Legal Survey of the Property
- Geotechnical service during construction
- Hydrostatic testing or other testing equipment
- State, Local or Federal Fees for Review and Construction

**EXHIBIT "B"**  
**SCHEDULE OF ENGINEERING FEES**

MILESTONE	APPROXIMATE COMPLETION DATE	LUMP SUM FEE
Topographic Survey	January 2015	\$500
Preliminary Plans	February 2015	\$1,000
Final Plans and Specifications	February 2015	\$1,000
Construction Phase Services	As needed	\$750
Post Construction Phase Services	As needed	\$250
<b>TOTAL COST OF ENGINEERING SERVICES</b>		<b>\$3,500</b>

**EXHIBIT "C"**  
**SCHEDULE OF RATES AND CHARGES**

Surveying/Staking/Topographic Services

Terry Schulz, R.L.S. ....	\$75.00/hour
Crew Chief.....	\$55.00/hour
Field Crew Member .....	\$40.00/hour
GPS Equipment.....	\$25.00/hour
CAD Drafting.....	\$50.00/hour
Office Personnel.....	\$60.00/hour

Professional Services

John Zwingman.....	\$140.00/hour
Leanne Ritter.....	\$110.00/hour
Jen Kreikemeier .....	\$75.000/hour
Project Observation.....	\$60.00/hour
Office Personnel.....	\$60.00/hour
Drafting .....	\$50.00/hour

Miscellaneous Reimbursable Expenses

Mileage .....	\$0.68/mile
Hotel .....	Room Charges +10%
Flags .....	\$0.50
Hubs .....	\$0.40
Guards .....	\$0.80
Lath .....	\$1.00
Pins/Rebar/Caps.....	\$7.50
Copies (8½" x 11") .....	\$0.35/page
Copies (11" x 17") .....	\$0.25/page
Copies (Large) .....	\$2.00/lin ft
Meals (Breakfast).....	\$4.00/day
Meals (Lunch).....	\$6.00/day
Meals (Dinner).....	\$8.00/day
Four Wheeler .....	\$50.00/day
Filing Fees.....	\$10.00/Each

**RESOLUTION NO. 2015-11**

**A RESOLUTION AMENDING THE RECREATIONAL TRAILS PROGRAM PROJECT AGREEMENT BETWEEN THE CITY OF WAYNE AND THE NEBRASKA GAME AND PARKS COMMISSION FOR THE “RECREATIONAL TRAIL SIGNAGE PROJECT.”**

WHEREAS, the City of Wayne, Nebraska, previously approved the “Recreational Trails Program Project Agreement” on May 17, 2011; and

WHEREAS, said agreement is being amended to reflect that the required maintenance date for the signage covered under the agreement will be amended to ten years from the start date of the project in place of the formally stated twenty-five years.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the amendment to the Recreational Trails Program Project Agreement, a copy of which is attached hereto, be and the same is hereby approved as written, and that the City Administrator and/or Mayor are authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 20<sup>th</sup> day of January, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

STATE OF NEBRASKA  
GAME AND PARKS COMMISSION  
RECREATIONAL TRAILS PROGRAM

LOCAL AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT to Project Agreement RTP2011(006) is hereby made and agreed upon by the Nebraska Game and Parks Commission (NGPC), grantor, and the City of Wayne, grantee, pursuant to the Recreational Trails Program of the Federal Highway Administration. The August 1999 Interim Guidelines for the Recreational Trails Program are still in effect for this project.

The State and, in mutual consideration of the promises and the agreement of which this is an amendment, do agree with the grantee to:

The required maintenance date for the signage covered under this Agreement will now be amended to be ten years from the start date of the project in place of the formally stated twenty-five years.

In all other respects to the agreement, of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as to the date entered below.

State of Nebraska

BY: \_\_\_\_\_

Nebraska Game and Parks Commission

DATE: \_\_\_\_\_

Political Subdivision

\_\_\_\_\_

Name of Political Subdivision

BY: \_\_\_\_\_  
Signature of Mayor

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPLICATION FOR PAYMENT NO. 1**

To: City of Wayne, Nebraska  
From: Robert Woehler & Sons Construction, Inc.  
Contract For: 2014 Hillside Drive, Paving & Storm Sewer Improvements  
ENGINEER's Project No. 131118 - 130788  
For Work accomplished through the date of: January 8, 2015

1. Original Contract Price:	\$ 194,468.08
2. Net change by Change Orders and Written Amendments (+ or -):	\$ (662.00)
3. Current Contract Price (1 plus 2):	\$ 193,806.08
4. Total completed and stored to date:	\$ 106,195.46
5. Percent of Project Completed <u>55%</u>	
6. Retainage (per agreement):	
<u>10%</u> of completed Work and Stored Materials: \$10,619.55	
(10% of the first 50% of work completed & stored)	
Total Retainage:	\$ 10,619.55
7. Total completed and stored to date less retainage (4 minus 6):	\$ 95,575.91
8. Less previous Application for Payments:	\$ -
<b>9. DUE THIS APPLICATION (7 MINUS 8):</b>	<b>\$ 95,575.91</b>

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work

Dated: \_\_\_\_\_ Robert Woehler & Sons Construction, Inc.  
By: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: \_\_\_\_\_ JEO CONSULTING GROUP, INC.  
By: \_\_\_\_\_

**APPLICATION APPROVED BY:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST:**

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



Robert Woehler & Sons Construction, Inc.  
 123 Fairgrounds Ave.  
 Wayne NE 68787

Phone: 402-375-3744  
 Fax: 402-833-5363  
 Cell: 402-369-0049

Pay App 1

1/13/2015

To: City of Wayne

2014 Hillside Drive, paving and Storm Sewer Improvements  
 Wayne, NE  
 Engineer: JEO

Office:  
 Cell:  
 Fax:

Group B - Paving Removals & Grading			Bid	Installed		
1	Mobilization	LS	1	1	\$9,000.00	\$9,000.00
2	Traffic Control	LS	1	1	\$4,000.00	\$4,000.00
3	Remove & Reset Sign	EA	9	4	\$200.00	\$800.00
4	Remove Sidewalk	SF	4143	1786	\$0.75	\$1,339.50
5	Remove Concrete Curb and Gutter	LF	218	68	\$7.50	\$510.00
6	Build 12" Subgrade Preparation	SY	182	0	\$10.00	\$0.00
7	Build 9" PCC Paving w/curb & Gutter	SY	182	0	\$70.00	\$0.00
8	Build 9" Concrete Curb & Gutter	LF	64	12	\$25.00	\$300.00
9	Build 8" Concrete Curb & Gutter	LF	68	56	\$24.00	\$1,344.00
10	Build 8" Subgrade Preparation	SF	6608	3260	\$0.75	\$2,445.00
11	Build 4" Concrete Sidewalk	SF	1132	0	\$5.00	\$0.00
12	Build 5" PCC Trail	SF	5476	3260	\$5.50	\$17,930.00
13	Build Concrete Header	LF	32	0	\$10.00	\$0.00
14	Install Detecable Warning Panel (Revised Price CO #1)	SF	56	24	\$20.00	\$480.00
15	Install Sign Panel	SF	13.5	0.0	\$250.00	\$0.00
16	Install Sign Post	EA	6.0	0.0	\$150.00	\$0.00
17	Install Crosswalk Markings	SF	112	0	\$12.00	\$0.00

Group "A" Paving Removals \$38,148.50

GroupB Storm Sewer

1	Build 36" HDPE Storm Sewer	LF	786	649	\$57.54	\$37,343.46
2	Build 18" HDPE Storm sewer	LF	8	0	\$34.21	\$0.00
3	Build 15" HDPE Storm sewer	LF	37	0	\$31.67	\$0.00
4	Build 12" HDPE Storm sewer	LF	13	0	\$29.84	\$0.00
5	Build 36" RCP Storm Sewer	LF	47	47	\$78.00	\$3,666.00
6	15" HDPE FES	EA	1	0	\$400.00	\$0.00
7	Curb Inlet (Y=4')	EA	2	1	\$4,000.00	\$4,000.00
8	Area Inlet	EA	2	1	\$4,500.00	\$4,500.00
9	Storm Sewer Junction Box (<5')	EA	2	0	\$4,000.00	\$0.00

10	Storm Sewer Junction Boc (>5')	EA	2	0	\$4,500.00	\$0.00
11	Remove Existing FES	EA	2	1	\$100.00	\$100.00
12	Concrete Collar	EA	2	1	\$250.00	\$250.00
13	Embankment (Borrow Established Quantity	CY	3100	3000	\$5.50	\$16,500.00
14	Remove and Replace TopSoil (6" Depth)	SY	4500	2250	\$0.75	\$1,687.50
15	Seeding	ACRE	1	0	\$2,250.00	\$0.00

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**Total Group "C" Water Main**      \$68,046.96

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**Total**      \$106,195.46

10 % Retention      \$10,619.55

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Pay App # 1 Less Retention      \$95,575.91

Less previous Paymens      \$0.00

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Pay App # 1      \$95,575.91

**Wayne Public Library Board of Trustees  
Tuesday, December 2, 2014 / 5 p.m., Conference Room**

MINUTES

CALL TO ORDER: The meeting was called to order at 5:06pm.

ROLL CALL: Joel Ankeny, Spring Dahl, Jenny Hammer, Ellen Imdieke, and Lauran Lofgren (Library Director) were in attendance. Absent: Dennis Lipp.

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 Library/Senior Center Conference Room.

The Library Board 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.

APPROVAL OF MINUTES: The minutes were approved as presented.

FINANCIAL REPORT: The financial report was approved as presented.

Notes: WPL is now 17% of the way through the approved budget year.

DIRECTOR'S REPORT

- Statistics (see attached) LKL is trying a new format which incorporates both versions of the library stats. She also added online searches to the categories.
- Staff Activities
  - 8 staff members took CPR training (good for 2 years)
  - Successful first Junk in the Trunk event. Will repeat in nicer weather.
  - LKL participated in Overdrive webinar
  - New children's furniture delivered. Looks great!! Majority of cost covered by non city funding.
  - Library hosted Chamber Coffee to introduce new furniture.
  - LKL attended Three Rivers board meeting in Fremont.
  - LKL attended SIRSI Users Group meeting at Bellevue University
  - The library was given an Appreciation Award from WPS Second Graders during a ceremony at the school. JOsnes and LKL attended. (It was awesome!!)
  - RMcLean held final book club of the calendar year. Plans are in the works for the 2015 series.
  - JOsnes held final Fall Story Time for the year. Mother Goose goes through December.

- Library closed one day early for Thanksgiving to permit dry cleaning of the carpet. We've already had several comments from the public regarding the difference.
- LKL had annual evaluation with Lowell Johnson.
- Staff is making plans for December events, including the annual Santa Story Time on December 9, and a Holiday Bingo promotion that will run during the last part of December.
- FOL Book Sale date has been set for April 9-10-11, 2015.

## OLD BUSINESS

Strategic Planning: Board reviewed a Wayne city survey from 18 months ago, at which LKL recommended that we pull the top public concerns and have library staff create options for the planning and implementation of a strategic plan. She also suggested that outsiders could be included. A benefit is that the City Office is designing a new comprehensive plan, and the library could ask to be included. The strategic plan could then be finalized and to the mayor by June, and then possibly ready for accreditation by August. The library board agreed.

## NEW BUSINESS

No new business.

The meeting was adjourned at 5:32pm.

Respectfully submitted,  
Jennifer Hammer, Secretary