

**AGENDA
CITY COUNCIL MEETING
February 3, 2015**

1. [Approval of Minutes – January 20, 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. [Proclamation — March as “Problem Gambling Awareness Month”](#)

4. [Report on 4th Street extension access negotiations between Midland Equipment, Wayne County and the City of Wayne — Randy Larson](#)

In 2014, the Wayne County Commissioners purchased about 6 acres in the field just south of Van Diest and just west of Midland Equipment. A larger area of land was subdivided and annexed. Street right-of- ways were dedicated for 4th Street east to the Midland Equipment property line and extending Thorman Street south to the new 4th Street. Randy Larson, Commissioner, has been working on a three-party, city, county, land owner agreement with the owner of Midlands Equipment to provide access from the new county yard to South Centennial Road.

When the land for Midland Equipment was divided off of the original farmland, there was a 60 foot wide strip dedicated to “the public” across the Midland Property that aligns with the new county yard, but is about 600 feet north of the future 4th Street alignment. To avoid having two crossings through Midland Equipment, Randy has proposed relocating the 60 foot dedication south to align with 4th Street and having the county access to South Centennial be on 4th Street. In return, the owner requests City Council approval to irrigate his farmland with off-site water where the north city wells are located.

Randy wants to review the proposed agreement with the City elected officials for your input.

5. [Presentation of proposed Lighting to be installed on 10th Street — Tim Sutton, Electric Distribution Foreman](#)

Wayne State College is preparing to upgrade the outdoor campus lighting system to LED lighting fixtures as a part of their aggressive energy reduction plan for buildings and outdoors. WSC has asked if we would convert seven of our city street lights on 10th Street to match the campus lighting for aesthetics. We will be converting our current 250 Watt high pressure sodium street lighting to LEDs which are much less maintenance and more energy efficient as the old ones age out. Tim has installed two LED street lights in the middle of Oak Drive if you want to drive by at night and look. Those are optional white in color and WSC LED coloration will be a little different from that.

If you want to work with WSC on this we can do 10th Street next.

6. [Action on Recommendation to Terminate the City's Group Health Contract with CoOpportunity Health and change to Blue Cross/Blue Shield — Gary Boehle, First National Agency](#)

Background: Our current group health plan provider is CoOpportunity who is being shut down by the state of Iowa. We have reviewed the other remaining private options available in Nebraska and selected the attached plan with Blue Cross/Blue Shield. We have met with city employees to review the plan with them and there were no objections at the meeting or later.

Recommendation: The recommendation of Betty McGuire, City Clerk, and group health plan manager for the city is to approve the Blue Cross plan as presented.

7. **Public Hearing:** [One and Six Year Street Improvement Program \(Advertised Time: 5:30 p.m.\)](#)

Background: Wayne receives about \$400,000 annually in highway allocation funds from the Nebraska Department of Roads to be used for city streets and sidewalks. One requirement to receive the funds is to prepare a 1&6 year street plan each year to show where State and matching city funds will be used. The attached plan contains the priority street repair projects from the January Council Retreat.

8. [Resolution 2015-12: Approving One and Six Year Street Improvement Program](#)

Recommendation: The recommendation of Joel Hansen, Street Superintendent, is to adopt the plan as presented.

9. [Resolution 2015-13: Amending the Contract with JEO Consulting Group, Inc., for the Water Main and East Park Bathroom/Storm Shelter Projects \(CIS Grant\) to add Attachment B](#)

Background: This amends the contract to allow the City to be reimbursed for the JEO engineering costs from the grant.

10. [Resolution 2015-14: Approving the Plans and Specifications for the Water Main Project \(CIS Grant\) and Authorizing the City Clerk to begin advertising for bids](#)

Background: JEO will bring the final plans and specs for this water main to the meeting.

Recommendation: The recommendation of Jeff Brady, Water/Wastewater Foreman, and Lowell Johnson, City Administrator, is to approve those plans and specs and to authorize the City Clerk to begin advertising for bids on this project.

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

12. [Ordinance 2015-4: Amending the Wayne Municipal Code, Sec. 90-312 Permitted Principal Uses and Structures of the R-5 Residential District \(Second Reading\)](#)
13. [Ordinance 2015-5: Amending the Wayne Municipal Code, Sec. 90-317 General Provisions of the R-5 Residential District \(Second Reading\)](#)
14. [Ordinance 2015-6: Amending the Wayne Municipal Code, Sec. 90-318 Height and Area Regulations of the R-5 Residential District \(Second Reading\)](#)
15. [Ordinance 2015-7: Amending the Wayne Municipal Code, Sec. 90-319 Design Standards and Requirements of the R-5 Residential District \(Second Reading\)](#)
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 \(Third and Final Reading\)](#)
17. [Resolution 2015-10: Approving Agreement with Advanced Consulting Engineering Services for the “Thorman Street Sanitary Sewer Extension Project” \(Tabled from last meeting\)](#)

Background: This agreement will retain ACES to design about two blocks of sewer extension south in the Thorman Street right-of-way to the 4th Street intersection to serve the new Wayne County yard and the undeveloped lots on the west side of Thorman Street and possibly the future lots on the south side of 4th Street. The costs of this extension will be allocated to the county and the property owner on the west side of Thorman Street through hookup fees approved by the City Council.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to retain ACES to design the project for \$5,000.

18. [Resolution 2015-15: Adopting Title VI Policy for the City of Wayne Public Transit Program](#)

Background: This updates our accessibility commitments for public transit and is required by all cities receiving grant funds for handi-van operations.

19. [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.

Attached is a spread sheet showing the estimated costs of a line extending south based on the completed Chief's Way sewer project:

- **The first column titled "Frontage LF" lists the amount of lot frontage of each lot owner.**
- **The next two columns (force main and lift station) show the amount of fees the city would collect back from each lot owner to reimburse us for money we have already spent on the north lift station and force main.**
- **The next column (LF gravity estimated) is the estimated share for each lot owner to build the new sewer line.**

20. [Action on the Proposed Terms for the Agreement to be presented to the Wayne Country Club Board pertaining to their Request to use the Civic and Community Center Financing Fund for the Golf Course Clubhouse](#)

Background: The discussion of the attached list of proposed terms for potential future golf course projects is carried over from the last Council meeting.

21. [Action to approve a \\$250 stipend to the Mayor and Councilmembers for the purchase of a laptop/Ipad; the purchase of two 70" flat screen TV's for Council Chambers; and to go paperless as of March 1, 2015](#)

Background: There has been a 4-year discussion of transitioning to paperless council packets and wireless council room screens for the public. One of the goals of the January Council Retreat was to go forward with this. The proposal above provides the lowest cost method to do that rather than purchasing a lot of hardware that other towns have done.

Recommendation: This is an elected official's prerogative.

22. [Appointment of Pool Construction Design Committee](#)
- | | |
|---|---------------------------------------|
| <u>Heather Claussen</u> | <u>BJ Woehler</u> |
| <u>Jodi Pulfer</u> | <u>Lowell Johnson</u> |
| <u>Todd Hoeman</u> | <u>Chanelle Belt</u> |
| <u>Joel Hansen</u> | <u>Jill Walling</u> |
| <u>Chad Maas</u> | <u>Andee Schulz</u> |

23. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

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

The Wayne City Council met in regular session at City Hall on Tuesday, January 20, 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, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 8, 2015, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of January 6, 2015, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERITAS, SE, 2748.68; APPEARA, SE, 169.83; ASSOCIATED FIRE, SU, 359.51; BAKER & TAYLOR BOOKS, SU, 978.24; BANK FIRST, SE, 15.00; CITY EMPLOYEE, RE, 150.42; BIG T ENTERPRISES, SU, 43.95; CITY OF WAYNE, PY, 61343.24; CITY OF WAYNE, RE, 227.99; COMMUNITY HEALTH, RE, 4.00; CONSOLIDATED MANAGEMENT, SU, 139.50; CREDIT BUREAU SERVICES, RE, 56.80; CITY EMPLOYEE, RE, 8.00; DANKO EMERGENCY EQUIPMENT, SU, 748.84; DAVE'S DRY CLEANING, SE, 129.00; DEARBORN NATIONAL LIFE, SE, 1854.28; DISCOUNT FURNITURE, SU, 425.00; EASYPERMIT POSTAGE, SU, 1761.69; ECHO GROUP, SU, 1138.64; ED. M FELD EQUIPMENT, SU, 89.40; FREDRICKSON OIL, SU, 332.63; GALE GROUP, SU, 116.30; GREG KALLHOLFF, RE, 500.00; GROSSENBURG IMPLEMENT, SU, 435.82; CITY EMPLOYEE, RE, 19.57; HILLYARD/SIOUX FALLS, SU, 161.60; HIRERIGHT SOLUTIONS, SE, 106.30; HOMETOWN LEASING, SE, 259.98; ICMA, SE, 6674.58; IRS, TX, 23455.90; KNOEPFLER CHEVROLET, SU, 66.84; KTCH, SE, 1742.20; LUTT OIL, SU, 3778.98; MAIN STREET AUTO CARE, SE, 90.00; MARCO, SE, 126.36; MAXIMUM SOLUTIONS, SE, 2725.00; CITY EMPLOYEE, RE, 32.00; MIDWEST LABORATORIES, SE,

71.00; MODRELL, CECILIA, SE, 61.25; NAPA OF WAYNE, SU, 24.19; NE DEPT OF REVENUE, TX, 3492.90; NE PLANNING & ZONING, FE, 40.00; NE RURAL WATER, FE, 750.00; NE SAFETY COUNCIL, SE, 8.85; NPPD, SE, 281637.25; NEW PIG CORPORATION, SU, 312.33; NNPPD, SE, 12306.60; OLSSON ASSOCIATES, SU, 2419.93; PETERSON INDUSTRIAL ENGINE, SE, 8361.89; POSTMASTER, SE, 140.00; POWER MONITORS, SU, 588.10; PRONUNCIATOR, SU, 450.00; ROBERT WOehler & SONS, SE, 1774.00; SPARKLING KLEAN, SE, 2747.59; STADIUM SPORTING GOODS, SU, 180.00; STATE NEBRASKA BANK, FE, 40.00; STATE NEBRASKA BANK, RE, 253.84; UTILITIES SECTION, FE, 150.00; VAKOC BUILDER'S RESOURCE, SU, 104.52; WAKEFIELD REPUBLICAN, SU, 27.00; WAYNE COUNTY CLERK, SE, 32.00; WAYNE HERALD, SE, 1257.59; WESCO, SU, 1003.23; ZEE MEDICAL SERVICE, SU, 120.14; ADVANCED CONSULTING ENGINE, SE, 11750.00; AHERN CO., SE, 330.00; AMAZON.COM, SU, 331.84; ARBOR DAY FOUNDATION, FE, 100.00; CITY EMPLOYEE, RE, 184.89; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, SE, 210.00; CORNHUSKER INTERNATIONAL, SU, 116.33; DE LAGE LANDEN FINANCIAL, TX, 23.61; DUTTON-LAINSON, SU, 1589.73; ECHO GROUP, SU, 715.78; FASTENAL CO, SU, 9.95; GROSSENBURG IMPLEMENT, SU, 79.51; ICC, FE, 170.00; MICHAEL TODD & CO, SU, 233.45; MILO MEYER CONSTRUCTION, SE, 260.00; MOTION INDUSTRIES, SU, 831.32; MSC INDUSTRIAL, SU, 131.32; NE NEB CLERKS ASSOC, FE, 25.00; NOVA HEALTH EQUIPMENT, SE, 379.52; PIEPER & MILLER, SE, 1185.00; PITNEY BOWES, SU, 258.00; SPARLING INSTRUMENTS, SE, 861.01; VAKOC CONSTRUCTION, SE, 10.51; WAYNE COUNTY TREASURER, FE, 957.00; ZEE MEDICAL SERVICE, SU, 25.25

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, 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.

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to 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 SW1/4NW1/4 of Section 13, Township 26 North, Range 3, East of the 6th P.M., Wayne County, Nebraska.

The Planning Commission reviewed the matter at their public hearing on January 5, 2015, and forwarded a recommendation to approve the same 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.

Joel Hansen, Zoning Administrator, advised the Council that this is the property on the north side of Grainland Road across from the new Southview Addition. The rezoning of this property would allow those property owners on the north side to request and qualify for an agricultural deferment of their portion of the Southview utility assessments until they develop the north side of the street.

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

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

Councilmember Sievers introduced Ordinance No. 2015-2, and moved for approval thereof; Councilmember Haase seconded.

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 6TH P.M., WAYNE COUNTY, NEBRASKA, FROM R-2 RESIDENTIAL TO A-2 AGRICULTURAL RESIDENTIAL.

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

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

Councilmember Sievers made a motion and Councilmember Haase seconded to move for final approval of Ordinance No. 2015-2. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, 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.

The Planning Commission reviewed the matter at their public hearing on January 5, 2015, and forwarded a recommendation to approve the same 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 90-311 is proposed to be 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.**

After discussion, Council had concerns about the wording "while promoting quality housing in or near educational centers," because they felt the same was too restrictive.

In addition, Council thought if the R-5 zone was geared more towards multiple family dwellings, then "single-family dwellings" should probably be deleted in Sec. 90-312 Principal Uses and Structures (next public hearing).

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

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

Councilmember Giese introduced Ordinance No. 2015-3, and striking “in or near educational centers” and moved for approval thereof; Councilmember Sievers seconded.

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.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, 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.

The Planning Commission reviewed the matter at their public hearing on January 5, 2015, and forwarded a recommendation to approve the same 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.

The amendment was to add “multi-family dwellings” as a permitted principal use and structure.

Mayor Chamberlain suggested changing “child care homes” to “child care facilities.”

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

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

Councilmember Giese wanted the public to know with this R-5 zoning that apartments are coming. If these ordinances reflect that, then the neighbors will not have any confusion about the fact that these are high-density dwellings in this zoning area. In addition to striking single-family dwellings, he also suggested striking two-family dwellings from this section of the code.

Councilmember Brodersen was not in favor of striking “two-family dwellings” in this section of the code. This could be a property that is located on the edge of the R-5 district that may be a good spot for a duplex, which could be a buffer for the R-5 district.

Councilmember Giese introduced Ordinance No. 2015-4, striking “single-family dwellings” and changing “child care homes” to “child care facilities,” and moved for approval thereof; Councilmember Sievers seconded.

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.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, 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.

The Planning Commission reviewed the matter at their public hearing on January 5, 2015, and forwarded a recommendation to approve the same 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 90-317 is proposed to be 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.

It was noted that this change is due to the fact that:

1. The General Provisions do not pertain to the R-5 district; and
2. Since there are no parking regulations in this section of the code like there are in the R-1, R-2, R-3 and R-4 districts, adding the same will then harmonize with all of those districts.

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

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

Councilmember Sievers introduced Ordinance No. 2015-5, as amended, and moved for approval thereof; Councilmember Greve seconded.

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.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, 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.

The Planning Commission reviewed the matter at their public hearing on January 5, 2015, and forwarded a recommendation to approve the same 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.

This section of the code is proposed to be amended as follows:

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

Joel Hansen, Zoning Administrator, stated that this section of the code would have to be amended differently than what is being presented to coincide with the previous amendments.

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

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

Councilmember Giese introduced Ordinance No. 2015-6, as amended, and moved for approval thereof; Councilmember Haase seconded.

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.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code,

Chapter 90 Zoning, Section 90-319 Design Standards and Requirements of the R-5 Residential District. The applicant, the City of Wayne, seeks the request to remove this section of the code and add Sign Requirements.

The Planning Commission reviewed the matter at their public hearing on January 5, 2015, and forwarded a recommendation to approve the same 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 90-319 is proposed to be 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.

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

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

Councilmember Sievers introduced Ordinance No. 2015-7, as amended, and moved for approval thereof; Councilmember Haase seconded.

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.

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

Councilmember Sievers introduced Ordinance No. 2014-45, and moved for approval of the third and final reading thereof; Councilmember Haase 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, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-1, and moved for approval of the second reading thereof; Councilmember Haase 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, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The following Resolution would approve an agreement with JEO Consulting Group, Inc., for the design and construction oversight services for the "2016 Wayne Aquatic Center Project."

Roger Protzman and Dave Henke of JEO Consulting Group, Inc., were present to answer questions. The lump sum fee for basic services was reduced to \$210,900, with the estimated hourly fee for the basic services being \$47,400. If there comes a point where they are going to exceed these fees, they will come before Council to discuss the same.

Heather Claussen and BJ Woehler, representing the Aquatic Center Committee, were also present to answer questions.

Councilmember Sievers introduced Resolution No. 2015-7 and moved for its approval;
Councilmember Haase seconded.

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."

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

The following Resolution would approve the Construction Services Agreement with JEO Consulting Group, Inc., regarding the "Hillside Drive Improvement Project." The schedule of fees was Construction - \$7,000 (hourly), and Construction Observation - \$2,500 (20 hours at \$125/hr.). This is for the oversight portion of said project.

Councilmember Sievers introduced Resolution No. 2015-8 and moved for its approval;
Councilmember Greve seconded.

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.

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

The following Resolution would approve the plans and specifications for the East Water Tower Repainting Project and authorize the City Clerk to begin advertising for bids. The engineer's estimate on the project is \$250,000.

Councilmember Sievers introduced Resolution No. 2015-9 and moved for its approval;
Councilmember Haase seconded.

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.

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

Because there were concerns about the Thorman Street Sanitary Sewer Extension Project as to how far it should be extended and the cost of engineering services if this original contract is amended, Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to table action on Resolution 2015-10 – approving the Agreement with Advanced Consulting Engineering Services for the “Thorman Street Sanitary Sewer Extension Project” until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would approve an amendment to the Recreational Trails Program Project Agreement for the “Recreational Trail Signage Project.” The agreement is being amended to decrease the required maintenance date from 25 years to 10 years.

Councilmember Giese introduced Resolution No. 2015-11 and moved for its approval; Councilmember Greve seconded.

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.”

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

A pay request has been received from Robert Woehler & Sons Construction for the “2014 Hillside Drive, Paving & Storm Sewer Improvement Project” for \$95,575.91. The engineer on the project has approved the same.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving Pay Application No. 1 for \$95,575.91 to Robert Woehler & Sons Construction for the “2014 Hillside Drive, Paving & Storm Sewer Improvement Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Discussion took place in regard to staff’s proposal to extend city sewer services south on Chief’s Way. This is a result of Gill Hauling wanting sewer on their lot in that area. Proposed costs, hook-up fees, etc., were discussed. Staff would provide Council with more accurate numbers and net costs of the proposed project at a future meeting.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to table action on staff’s proposal to extend city sewer services south on Chief’s Way. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Discussion took place on the request to use the Civic and Community Center Financing Fund for the golf course clubhouse. Mayor Chamberlain prepared some proposed terms for the City to present to the Country Club before making a commitment to apply for the Civic and Community Center Fund. The same were as follows:

1. All golf course and related properties will be deeded over to the city indefinitely. This will eliminate any confusion as to what is owned by whom. He also believes this will help eliminate any perceived ‘shady-ness’ that may be associated with this agreement.
2. The City will enter into a perpetual lease of all the property back to the golf course for the amount of (yet to be determined). The City will then place these funds into a reserve account for future maintenance issues (i.e. roof replacement) and an annual audit. These funds will not be used for upgrades or additions to any of the current infrastructure. Any upgrades, improvements, or additions will be done with revenues generated by the course. No other monies will be given by the City for golf course operation.
3. The City will have some oversight of the golf courses finances. The City will require an annual budget from the golf course including expenses and revenues, and may also ask for a current budget balance sheet. The City will also include the golf course’s finances in the annual audit. The golf course board will agree that any improvements, purchases, or profit sharing will only be done after all of the annual expenses are paid.

4. The golf course will make the clubhouse publicly available for rent for weddings, receptions, conferences, etc. The rental fee will be an agreed upon amount by the golf course board and the Wayne City Council.
5. The golf course may sublease or rent a portion of the clubhouse should they choose. The dollar amount of lease/rent will be an agreed upon amount between the golf course board and the Wayne City council.
6. A more accurate bid/estimate for construction will be required before the application of the grant.
7. One hundred percent of the matching funds need to be in place before the City Council will apply for the grant.

After some discussion, the consensus of Council was to discuss this matter at their retreat this weekend.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 7:45 p.m.

CLAIMS LISTING FEBRUARY 3, 2015

AMERICAN TEST CENTER	BASKET/DIGGER TRUCK SAFETY TEST	1,300.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,514.03
APPEARA	LINEN & MAT SERVICE	226.48
ARNIE'S FORD-MERCURY INC	MIRROR & HEATER REPAIR	200.33
ARSL	MEMBERSHIP	39.00
AS CENTRAL SERVICES	TELECOMMUNICATION SERVICES	448.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	15.00
BLACK HILLS ENERGY	GAS BILLS	1,827.06
BOMGAARS	TOOL CASE/FASTENERS	54.83
CITY EMPLOYEE	HEALTH REIMBURSEMENT	26.64
BROWN SUPPLY CO	VALVES	3,749.88
CENTER FOR EDUCATION	PUBLIC EMPLOYEMENT LAW	254.95
CENTURYLINK	TELEPHONE CHARGES	314.45
CITIZENS STATE BANK	TIF PRINCIPAL & INTEREST	5,647.69
CITY OF WAYNE	BASKETBALL REF	420.00
CITY OF WAYNE	PAYROLL	61,451.90
CITY OF WAYNE	UTILITY REFUNDS	476.76
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
CONSOLIDATED MANAGEMENT	TRAINING CENTER MEALS	333.00
DE LAGE LANDEN FINANCIAL	SR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	103.20
DUTTON-LAINSON COMPANY	LED PHOTOCELL	380.74
ECHO GROUP INC JESCO	LED RETROFIT LIGHT KIT	1,070.72
ELECTRONIC ENGINEERING CO	CABLE INSTALLATION	71.25
FAITH REGIONAL	COLLECTION SERVICES	111.00
FASTENAL CO	BATTERIES/BOLTS	117.13
FIRST CONCORD GROUP LLC	FLEX	3,309.16
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	462.76
FOURTH GENERATION FAMILY	TIF PRINCIPAL & INT	13,552.21
FREDRICKSON OIL CO	OIL	1,113.75
CITY EMPLOYEE	VISION REIMBURSEMENT	88.16
GALE GROUP	BOOKS	46.48
GROSSENBURG IMPLEMENT INC	OIL/FILTERS	108.43
HOMETOWN LEASING	POLICE COPIER LEASE	73.51
ICMA RETIREMENT	ICMA RETIREMENT	6,783.52
IRS	FEDERAL WITHHOLDING	22,409.78
JACK'S UNIFORMS	INSIGNIA/LIGHT HOLDERS	72.85
JEO CONSULTING GROUP	WATER MAIN/TOWER REPAINT/SHELTER	13,630.00
JOEL LIPP	ENERGY INCENTIVE	376.06
KELLY SUPPLY COMPANY	GAUGES	196.11
MAIN STREET AUTO CARE	TOWING-IMPOUND	140.00
MIDWEST ENERGY SOLUTIONS	NATURAL GAS STATION EQUIPMENT	2,305.50
NE DEPT OF REVENUE	STATE WITHHOLDING	3,180.64
NE PUBLIC HEALTH	COLIFORM TESTING	147.80
NHHS	REVIEW FEE-WATER TOWER PAINTING	1,350.00

N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	39.24
NORTHEAST NE PUBLIC POWER	ELECTRICITY	4,654.00
NORTHERN SAFETY CO, INC.	RESPIRATORS	231.03
NORTHWEST ELECTRIC LLC	BEARING & TAP REPAIR/BLOWER MOTOR	3,134.20
NWOD	MEMBERSHIP-D ECHTENKAMP	10.00
OTTE CONSTRUCTION COMPANY	STEEL DOOR & FRAME	2,800.00
OVERDRIVE, INC.	ELECTRONIC BOOKS	252.77
PROGRESSIVE PROPERTIES	TIF INTEREST	8,237.86
ROBERT WOehler & SONS	HILLSIDE DR PAVING	95,575.91
RON'S RADIO	ANTENNA & MOUNT ON LOADER	48.50
STADIUM SPORTING GOODS	FD COAT	332.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	54.19
TIM FERTIG	LB 840 LOAN	6,437.37
TRLS	LIBRARY WORKSHOP J OSNES	20.00
TYLER TECHNOLOGIES	UTILITY ONLINE BILLING	200.00
UNITED WAY	PAYROLL DEDUCTIONS	14.00
VERIZON WIRELESS SERVICES	CELL PHONES	99.26
VIAERO	CELL PHONES	237.09
WAYNE AREA ECONOMIC DEVEL	AMBASSADOR DUES-BRADEN/JOHNSON	70.00
WAYNE BASEBALL ASSOCIATION	2 BASEBALL FEES	180.00
WAYNE COUNTY CLERK	2014 GENERAL ELECTION	1,370.64
WAYNE RENTALS	TIF INTEREST	741.61
WESTERN OFFICE PRODUCTS	40 CASES COPY PAPER/OFFICE SUPPLIES	1,758.56
WESTERN RIDGE III	TIF PRINCIPAL & INT	8,726.79
WISNER WEST	FD GASOLINE	58.71

CITY OF WAYNE
OFFICE OF THE MAYOR

Proclamation

WHEREAS, our community is home to individuals and families adversely affected by problem gambling; and

WHEREAS, compulsive gambling is often hidden from family members, social services and mental health professionals; and

WHEREAS, compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and

WHEREAS, it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

NOW, THEREFORE, I, Ken Chamberlain, Mayor of Wayne, Nebraska, do hereby proclaim March, 2015, as **“Problem Gambling Awareness Month”** and urge citizens to learn more about the consequences of gambling.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

City Clerk

[Back to Top](#)

Chad Altwine, WSC Facility Director is working on a project replacing campus city owned lighting with LED lights owned and maintained by WSC. He would like to know if we would consider replacing light fixtures along E.10th St. with LEDs in order to maintain continuity with the look WSC will present. Currently 250 watt HPS fixtures are installed and the light output color is 2200K. WSC is installing lights that will output at 5000K. See chart for color temperature comparison.

I have checked with Gene and there would be energy saving money available, amount depending on wattage of fixtures installed.

7 fixtures are needed at an approximate cost of \$420 each before rebate. The changeover will require a minimal amount of time to complete.



COMMERCIAL/INDUSTRIAL & AREA LIGHTING EFFICIENCY APPLICATION FORM

Applications will only be processed if fully completed and signed. Once completed, return to your electric utility provider. Questions?? Contact Kelly Beiermann at klbeier@nppd.com (402-563-5415) or Cory Fuehrer at crfuehr@nppd.com (402-362-7390).

1. Customer Name: City of wayne Electric Utility: City of Wayne

Customer Type (check one): Industrial/Agricultural Commercial Residential

Customer's Account Number: Street Lighting E10th st

Customer's Address & City: Wayne, Nebraksa

Installation Address & City (if different from above): _____

Customer's Tax Identification Number: _____

Customer's Contact Telephone Number: _____

2. Name of Contractor (if applicable): _____

Address & City: _____

Phone Number: _____

3. Equipment Information:

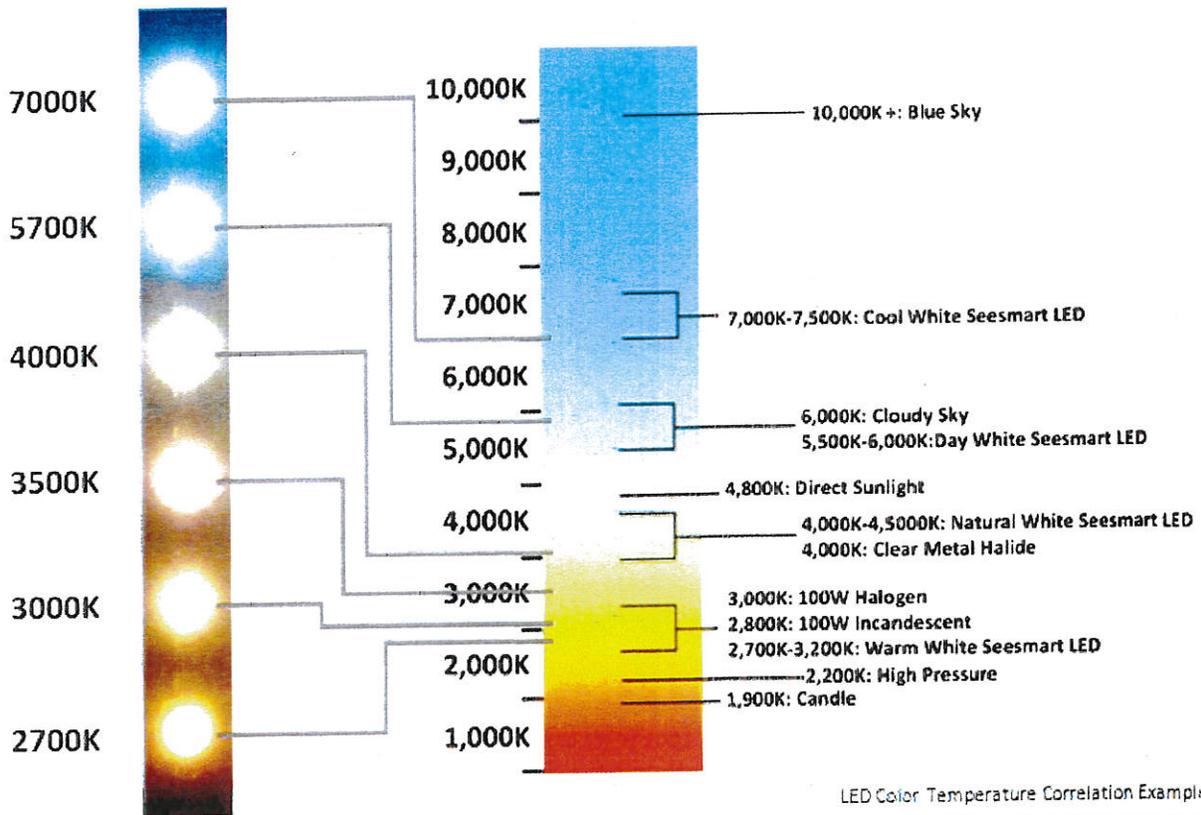
Application	New LED Wattage	Quantity	Incentive	Subtotal
High Bay, Low Bay, Exterior Dusk-to-Dawn	10 - 70 watt LED		\$25	
	71 - 140 watt LED		\$50	
	141 - 230 watt LED	7	\$75	\$525.00
LED Exit Signs	under 8 watts		\$10	
Linear Replacement or Retrofit	17 - 24 watt LED		\$7	
	25 - 48 watt LED		\$14	
	49 - 72 watt LED		\$21	
	73 - 96 watt LED		\$28	
Fluorescent freezer/refrig. case lighting	4', 5' or 6' LED		\$25	
Unsensored control	sensor		\$15	
PAR 30	30 LED		\$5	
PAR 38	38 LED		\$5	
Replace incandescent 150 watts or less	40 watts or less		\$5	
Total Incentive Requested				\$525.00
If you don't see your lighting option, contact your local electric utility to see if your project may qualify for the EnergyWiseSM Custom Lighting Program.				

Owner: _____
Print Name Signature Date

Contractor: _____
 (if applicable) Print Name Signature Date

Basic LED Reference Example

Kelvin Color Temperature Scale Chart



LED Color Temperature Correlation Example

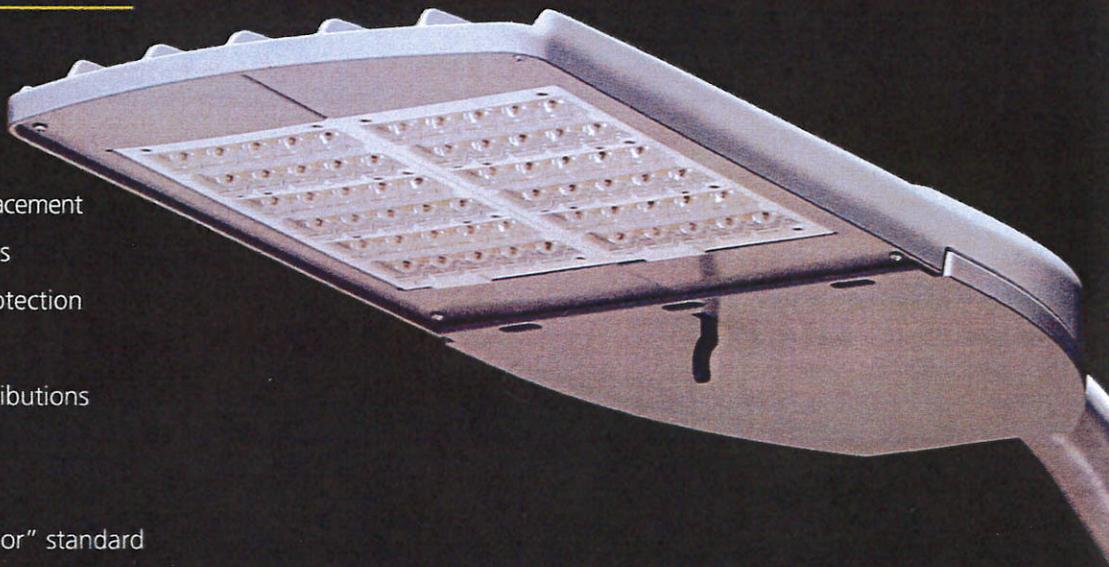


Autobahn Series ATB2

LED Roadway

Quick Facts

- 200-400 watt HPS replacement
- 7000 to 23000 Lumens
- ANSI Class C Surge Protection
- Weight~21 lbs
- Types 2, 3, 4, & 5 Distributions
- 4000K & 5000K CCT
- ROAM Compatible
- Removable "Power Door" standard



Key Selling Points

- High performance energy efficient solution for high speed roadways, highway access ramps, and area lighting applications
- Performance equivalent to 200-400 watt cobraheads
- 40-60% more efficient than comparable HID luminaires
- Sleek attractive dayform with weight and EPA less than comparable cobraheads
- Leading-edge optics improve visibility on roadways
- Nighttime Friendly™
- Tool-less features
- Designed to operate at 40°C ambient
- Best-in-class surge protection and efficacy (lpw)
- **Municipalities:** Energy efficiency and holistic longevity make it the ultimate sustainable solution for renovating legacy streetlights.
- **Utilities:** Lineman-friendly features make it easy to install; its long, reliable operating life reduces the hassle of lighting grid maintenance (especially when paired with ROAM smart controls).

The Autobahn LED Roadway

The Autobahn uses breakthrough LEDs and precision-engineered optics to provide exceptional illumination while also saving energy. Plus, it works seamlessly with the Acuity Brands ROAM® system to maximize energy and maintenance savings through enhanced monitoring and control functions.

QUALITY PERFORMANCE WITH QUICK PAYBACK!

LED

AcuityBrands



Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Family | Plan Type: HDHP



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.nebraskablue.com or by calling 1-888-592-8961.

Important Questions

Answers

Why this Matters:

In-network: **\$6,325** individual / **\$12,650** family
Out-of-network: **\$12,500** individual / **\$25,000** family
You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the deductible.

What is the overall deductible?

Does not apply to most preventive care, or most prescription drugs. Copayments and coinsurance don't count toward the deductible.

Are there other deductibles for specific services?

No.
Yes.
You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.

Is there an out-of-pocket limit on my expenses?

In-network: **\$6,325** individual / **\$12,650** family
Out-of-network: **\$20,000** individual / **\$40,000** family
The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.

Questions: Call 1-888-592-8961 or visit us at www.nebraskablue.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the glossary at <http://www.cnhs.gov/CCHQ/Resources/Files/Downloads/uniform-glossary-final.pdf> or call 1-888-592-8961 to request a copy.

This document contains only a partial description of the benefits, limitations, exclusions and other provisions of this health care plan. It is not a policy. It is a general overview only. It does not provide all the details of this coverage, including benefits, exclusions and policy limitations. In the event there are discrepancies between this document and the policy, the terms and conditions of the policy will govern.

OMB Control Numbers 1545-2229, 1210-0147, and 0938-1146 Released on April 23, 2013 (corrected).



Important Questions

Answers

Why this Matters:

None of the following are included:

penalties, premiums, balance-billed charges, and services this plan doesn't cover.

What is not included in the out-of-pocket limit?

Even though you pay these expenses, they do not count toward the out-of-pocket limit.

Is there an overall annual limit on what the plan pays?

No.

The chart starting on page 3 describes any limits on what the plan will pay for *specific* covered services, such as office visits.

Does this plan use a network of providers?

Yes. For a list of in-network providers, see www.nebraskablue.com or call 1-888-592-8961

If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 3 for how this plan pays different kinds of providers.

Do I need a referral to see a specialist?

No. You don't need a referral to see a specialist.

You can see the specialist you choose without permission from this plan.

Are there services this plan doesn't cover?

Some of the services this plan doesn't cover are listed on page 10. See your policy or plan document for information about excluded services.



- Co-payments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Co-insurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your co-insurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, co-payments and co-insurance amounts.



NEBRASKA BluePride Option 307 HSA Bronze

Coverage Period: Beginning on or after 01/01/2015

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
Primary care visit to treat an injury or illness Specialist visit		0% coinsurance	50% coinsurance	----- none -----
		0% coinsurance	50% coinsurance	
If you visit a health care provider's office or clinic	Convenient care clinic:	0% coinsurance	Convenient care clinic: 50% coinsurance	Limitations on chiropractic services may apply. See Rehabilitation Services. Acupuncture is not covered.
	Chiropractic office visit:	0% coinsurance	Chiropractic office visit: 50% coinsurance	
	Manipulations:	0% coinsurance	Manipulations: 50% coinsurance	
Preventive care/screening/immunization		No charge for federally mandated preventive services.	50% coinsurance	Age, gender and frequency limits may apply to some preventive services. Services other than those which are federally mandated may be subject to other cost share amounts.
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	50% coinsurance	Benefits will vary based on the place of service and provider type.
	Imaging (CT/PET scans, MRIs)	0% coinsurance	50% coinsurance	Prior certification may apply.



NEBRASKA BluePride Option 307 HSA Bronze

Coverage Period: Beginning on or after 01/01/2015

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
If you need drugs to treat your illness or condition	Generic drugs	Retail and Mail Order: 0% coinsurance	Retail: 0% coinsurance plus 25% penalty	For all prescription drugs, out-of-pocket costs shown are per 30-day supply. If allowed by your prescription, up to a 90-day supply may be obtained at one time (except for specialty drugs) by paying 3 copay amounts. Certain prescription drugs may require prior authorization. Mail order benefits are not available out of network.
	Formulary brand drugs	Retail and Mail Order: 0% coinsurance	Retail: 0% coinsurance plus 25% penalty	
	Nonformulary brand drugs	Retail and Mail Order: 0% coinsurance	Retail: 0% coinsurance plus 25% penalty	
More information about prescription drug coverage is available at www.nebraskablue.com .	Specialty drugs	Retail and Mail Order: Same as any other retail drug	Not covered	Retail and mail order: 30-day supply maximum. Designated pharmacy may apply.
	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	50% coinsurance	----- none -----
	Physician/surgeon fees	0% coinsurance	50% coinsurance	----- none -----



NEBRASKA BluePride Option 307 HSA Bronze

Coverage Period: Beginning on or after 01/01/2015

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
If you need immediate medical attention	Emergency room services	0% coinsurance	Same as in-network level of benefits	----- none -----
	Emergency medical transportation	0% coinsurance	Same as in-network level of benefits	Limitations may apply to air ambulance.
	Urgent care	0% coinsurance	50% coinsurance	----- none -----
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	50% coinsurance	Prior certification required.
	Physician/surgeon fee	0% coinsurance	50% coinsurance	----- none -----
If you have mental health, behavioral health, or substance abuse needs	Mental/behavioral health outpatient services	0% coinsurance	50% coinsurance	----- none -----
	Mental/behavioral health inpatient services	0% coinsurance	50% coinsurance	Prior certification required.
	Substance use disorder outpatient services	0% coinsurance	50% coinsurance	----- none -----
	Substance use disorder inpatient services	0% coinsurance	50% coinsurance	Prior certification required.
If you are pregnant	Prenatal and postnatal care	0% coinsurance	50% coinsurance	----- none -----
	Delivery and all inpatient services	0% coinsurance	50% coinsurance	----- none -----



NEBRASKA BluePride Option 307 HSA Bronze

Coverage Period: Beginning on or after 01/01/2015

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
If you need help recovering or have other special health needs	Home health care	0% coinsurance	50% coinsurance	<p><i>Home health aide:</i> Limited to 60 days per calendar year.</p> <p><i>Skilled nursing in the home:</i> Prior certification required.</p> <p><i>Respiratory care:</i> Limited to 60 days per calendar year.</p> <p><i>Outpatient physical, occupational, speech, physiotherapy:</i> Combined 45 session limit per calendar year.</p> <p><i>Manipulations and adjustments:</i> Combined 20 session limit per calendar year.</p>
	Rehabilitation services	0% coinsurance	50% coinsurance	<p><i>Outpatient cardiac rehabilitation:</i> Combined 18 session limit per diagnosis for certain cardiac diagnoses.</p> <p><i>Outpatient pulmonary rehabilitation:</i> Combined 18 session limit per diagnosis for certain diagnoses and criteria. Prior certification required.</p> <p><i>Inpatient physical rehabilitation:</i> Must follow within 90 days of discharge from acute hospitalization. Prior certification required.</p>



Common Medical Event	Services You May Need		Your cost if you use an		Limitations & Exceptions
	In-network Provider	Out-of-network Provider	In-network Provider	Out-of-network Provider	
Habilitation services	0% coinsurance	50% coinsurance	0% coinsurance	50% coinsurance	See the <i>Rehabilitation services</i> and <i>If you have a hospital stay</i> sections. Educational services are not covered. Additional limitations and exclusions may apply.
Skilled nursing care	0% coinsurance	50% coinsurance	0% coinsurance	50% coinsurance	<i>In the home</i> : See the <i>Home health care</i> section. <i>Skilled nursing facility stay</i> : Limited to 60 days per calendar year. Prior certification required.
Durable medical equipment	0% coinsurance	50% coinsurance	0% coinsurance	50% coinsurance	Rental or purchase, whichever is least costly. Rental shall not exceed the cost of purchasing. Prior certification is required for subsequent purchases of durable medical equipment.
Hospice service	0% coinsurance	50% coinsurance	0% coinsurance	50% coinsurance	Prior certification required.



NEBRASKA BluePride Option 307 HSA Bronze

Coverage Period: Beginning on or after 01/01/2015

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
If your child needs dental or eye care	Eye exam	0% coinsurance	50% coinsurance	<p>Visual acuity tests are covered under the preventive services benefit.</p> <p>Eye exam limited to 1 per calendar year.</p> <p>Pediatric vision services are limited to covered persons up to age 19.</p> <p>Certain vision services may require prior authorization.</p> <p>Additional vision services may be available when medically necessary.</p>
	Glasses	<p>Lenses: 0% coinsurance</p> <p>Frames: 0% coinsurance</p> <p>Contacts: 0% coinsurance</p>	<p>Lenses: Same as in-network level of benefits</p> <p>Frames: Same as in-network level of benefits</p> <p>Contacts: Same as in-network level of benefits</p>	<p>Pediatric vision: Limited to covered persons up to age 19.</p> <p>Frames and eyeglass lenses: Limited to one set per calendar year.</p> <p>Contact lenses (in lieu of eyeglasses): Limited to one purchase per calendar year.</p> <p>Certain vision services may require prior authorization.</p> <p>Additional vision services may be available when medically necessary.</p>



NEBRASKA BluePride Option 307 HSA Bronze

Coverage Period: Beginning on or after
01/01/2015

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
	Dental check-up	Preventive, Simple and Complex Restorative services: 0% coinsurance	Preventive, Simple and Complex Restorative services: 50% coinsurance	<p>Pediatric dental services: Limited to covered persons up to age 19.</p> <p>Age and frequency limits apply to some pediatric dental services.</p> <p>Certain dental services may require prior authorization.</p>



Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (adults)
- Hearing aids
- Infertility treatment
- Long-term care
- Private-duty nursing
- Routine eye care (adults)
- Routine foot care
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Non-emergency care when traveling outside the US

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact your employer's human resources or employee benefits department. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cco.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact:

- Blue Cross and Blue Shield of Nebraska at 1-888-592-8961 or visit www.nebraskablue.com.
- The Nebraska Department of Insurance at 1-877-564-7323 or www.doi.ne.gov.
- For group health coverage subject to ERISA, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- Your employer's human resources or employee benefits department.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as 'minimum essential coverage.' **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actual value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Para obtener asistencia en Español, llame al 1-888-592-8961.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-592-8961.

如果需要中文的帮助，请拨打这个号码 1-888-592-8961.

Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-888-592-8961.

————— *To see examples of how this plan might cover costs for a sample medical situation, see the next page.* —————

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,500
- Plan Pays: \$100
- Patient Pays: \$7,400

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
Total	\$7,540

Patient Pays:

Deductibles	\$7,200
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$200
Total	\$7,400

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,500
- Plan Pays: \$200
- Patient Pays: \$5,300

Sample Care Costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory Tests	\$100
Vaccines, other preventative	\$100
Total	\$5,400

Patient Pays:

Deductibles	\$5,300
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$0
Total	\$5,300



Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-888-592-8964 or visit us at www.nebraskablue.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the glossary at <http://www.cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf> or call 1-888-592-8964 to request a copy.

This document contains only a partial description of the benefits, limitations, exclusions and other provision of this health care plan. It is not a policy. It is a general overview only. It does not provide all the details of this coverage, including benefits, exclusions and policy limitations. In the event there are discrepancies between this document and the policy, the terms and conditions of the policy will govern.

RESOLUTION NO. 2015-12

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM.

BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the One and Six Year Street Improvement Program, as prepared by the Street Superintendent and City Administrator of the City of Wayne, Nebraska, and attached hereto be approved and adopted.

PASSED AND APPROVED this 3rd day of February, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

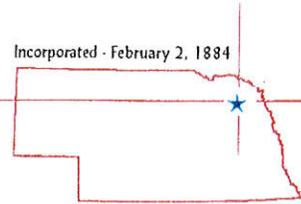
City Clerk

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



PROPOSED ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM FOR THE CITY OF WAYNE, NEBRASKA

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>
M - 617(92)	2015	Windom Street from 645' N of Fairground Ave to E. 7 th - 1,750' Reconstruct Concrete Paving, Curb & Gutter, Storm Drainage, Sidewalks	\$965,000
M - 617(110)	2015	Hillside Drive from East 7 th St. to 70' S of E. 7 th St. - 70' Construct Concrete Paving, Curb & Gutter, Storm Drainage, Sidewalks	\$ 80,000
M - 617(105)	2015	Tomar Drive & E. 4 th St. to the Summer Sports Complex - 1,800' Construct Concrete Paving	\$400,000
M - 617(91)	2016	Trail & Pedestrian Underpass on W. 7 th Street Located between CAC and Oak Drive	\$566,000
M - 617(107)	2016	Clark Street & S. Pearl Street . - 745' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$180,000
M - 617(98)	2017	Sherman Street from W. 5 th St. to W. 6 th St. - 300' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$ 90,000
M - 617(113)	2017	Sherman Street from W. 3 rd St. to W. 4 th St. - 300' Construct Concrete Paving, Curb & Gutter	\$ 80,000
M - 617(104)	2018	S. Lincoln Street from W. 1 st St. to 300' S. of W. 1 st St. Construct Concrete Paving, Curb & Gutter	\$ 90,000
M - 617(114)	2018	W. 2 nd Street from Blaine St. to 360' E of Blaine St. - 380' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$105,000
M - 617(115)	2019	W. 3 rd Street from Oak Dr. to 250' E. of Oak Dr. - 250' Construct Concrete Paving, Curb & Gutter	\$ 70,000
M - 617(112)	2020	Lagoon Streets - 2,500' Construct Concrete Paving	\$550,000
M - 617(89)	2020	Lage Subdivision - South of Fairgrounds Avenue - 900' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$ 175,000

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



Home of Wayne State College

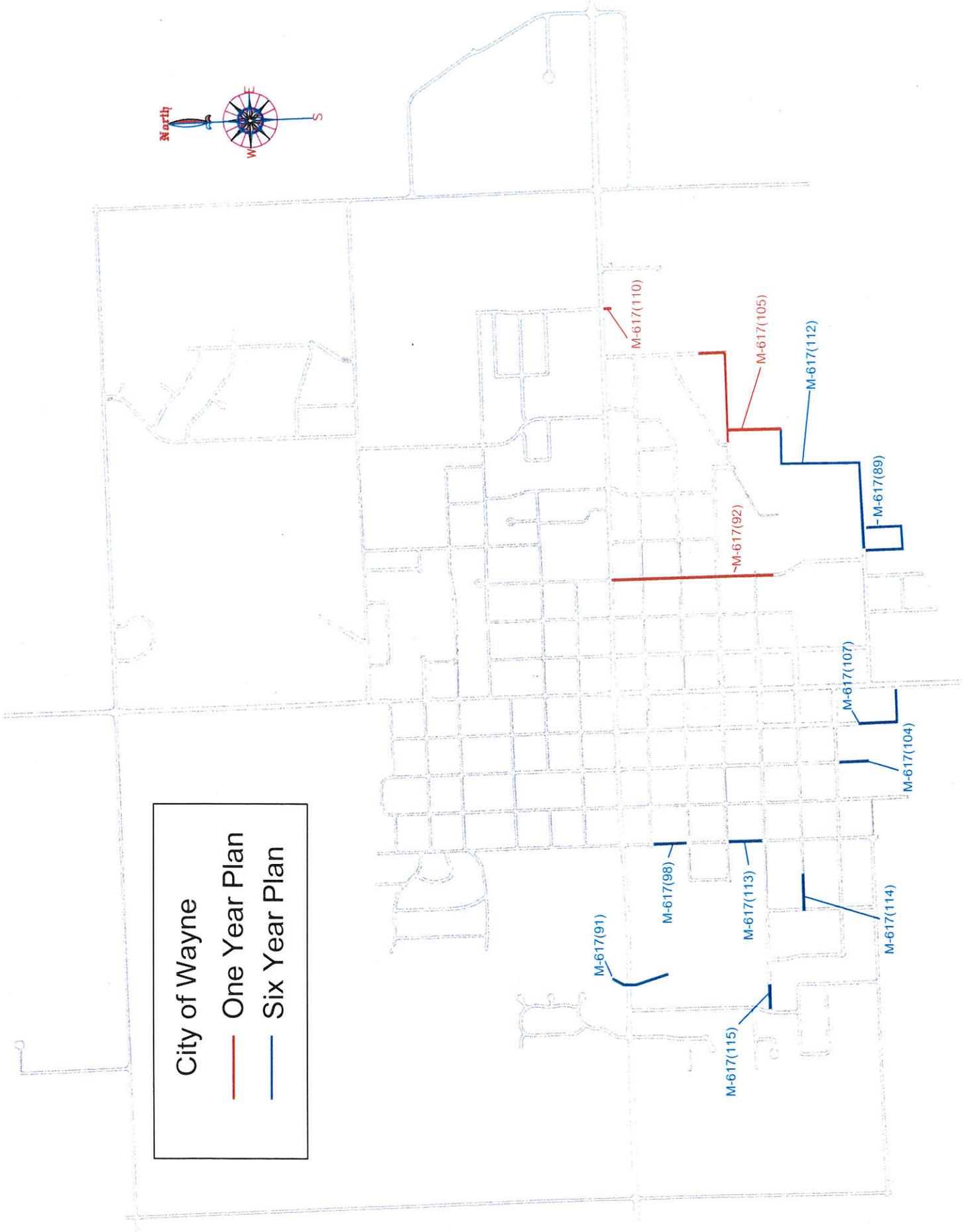


Equal Housing Opportunity



City of Wayne

- One Year Plan
- Six Year Plan



RESOLUTION NO. 2015-13

A RESOLUTION AMENDING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE “WAYNE STORM SHELTER/WATER LINE IMPROVEMENT PROJECTS” BY ADDING ATTACHMENT “B” — CDBG CLAUSES AND CONDITIONS ATTACHMENT FOR PROFESSIONAL SERVICES.

WHEREAS, the Wayne City Council previously approved an agreement on November 18, 2014, with JEO Consulting Group, Inc., for professional services for the “Wayne Storm Shelter/Water Line Improvement Projects;” and

WHEREAS, said agreement is being amended to include Attachment “B” – CDBG Clauses and Conditions Attachment for Professional Services, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Attachment “B” – CDBG Clauses and Conditions Attachment for Professional Services,” is hereby approved and made a part of the original agreement previously entered into with JEO Consulting Group, Inc., on November 18, 2014, for the Wayne Storm Shelter/Water Line Improvement Projects.”

PASSED AND APPROVED this 3rd day of February, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ATTACHMENT B

CDBG CLAUSES AND CONDITIONS ATTACHMENT FOR PROFESSIONAL SERVICES

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the City of Wayne (Owner) the work activities described in the Scope of Work (Attachment A to the contract).
- b. The Owner will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date signed by the Owner. The termination date of the contract shall be the date of the Certificate of Completion letter from the Nebraska Department of Economic Development.

3. Consideration

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Owner exceed the sum of \$47,340. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Owner with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska Community Development Block Grant Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the Owner and DED may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of three years after the final audit of the Owner's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Owner shall request a longer period for record retention.

The Owner, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Owner shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Owner and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Owner and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Owner may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Owner may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Owner and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Owner shall pay the Consultant for work performed to the satisfaction of the Owner, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
 - 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Owner deems continuation of the contract to be substantially detrimental to the interests of the Owner.
 - 2) The consultant has failed to take satisfactory action as directed by the Owner or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Owner or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the Owner may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons herefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.
- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- 1) By the Owner, with the consent of the Consultant, or by the Consultant with the consent of the Owner, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the Owner via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the Owner fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Owner agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Owner shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The Owner may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the Owner as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Owner may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Owner and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Owner.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Owner thereto; provided, however, that claims for money by the Consultant from the Owner under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

10. Reports and Information

The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any a notice advising the said labor organization or workers' representative or his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The

Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Consultant and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

20. Conflict of Interest (24 CFR 85.36(b)(3))

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Owner, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Owner, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Owner, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all

claims and demands upon the Owner, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Verification of Work Eligibility Status for New Employees.

The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract. The Consultant will be responsible to the Department for enforcing this requirement with Consultant's subcontractors.

A failure by the Consultant to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring Consultant to be in default on the contract.

24. Verification of Lawful Presence for Public Benefits Eligibility (as required of applicants benefited by this contract).

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined the Consultant is, in the performance of Consultant's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Consultant shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, Consultant shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Consultant shall:

- a. Retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.

- b. Provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
- c. Maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).
- d. Provide a summary report to the Department of Economic Development, no later than December 31st each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31st each year.

25. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> <hr/> <hr/> <hr/> (first, middle, last)
SIGNATURE	<hr/>
DATE	<hr/>

[Back to Top](#)

RESOLUTION NO. 2015-14

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE WATER MAIN 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 "Water Main Project" is hereby reaffirmed, and that the plans, specifications and estimate of cost of \$180,000, 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 3rd day of February, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ENGINEER'S OPINION OF PROBABLE COST - 30% DESIGN

Water System Improvements and Water Main Relocation

Wayne, NE

JEO Project No. 140948

Date Prepared:

January 30, 2015



ESTIMATE OF QUANTITIES

Item #	Description	Unit	Quantity	Unit Price	Total	
Group A						
1.	Mobilization	LS	1	\$15,000.00	\$15,000	
2.	14" Steel Casing, 0.188" Thickness, Open Trench	LF	40	\$50.00	\$2,000	
3.	8" PVC Water Main, DR 18	LF	1,269	\$24.00	\$30,456	
4.	8" PVC Water Main, DR 18, RJ, Directionally Bored	LF	321	\$85.00	\$27,285	
5.	Dry Bore for 8" Main	LF	206	\$40.00	\$8,240	
6.	8" Cross, MJ	EA	2	\$520.00	\$1,040	
7.	8" x 8" Wet Tap with 8" Gate Valve, FL x MJ, and Box	EA	1	\$3,500.00	\$3,500	
8.	8" x 8" x 8" Tee, MJ	EA	2	\$550.00	\$1,100	
9.	8" x 6" Reducer, MJ	EA	1	\$250.00	\$250	
10.	8" x 4" Reducer, MJ	EA	2	\$285.00	\$570	
11.	8" 45° Bend, MJ	EA	2	\$340.00	\$680	
12.	8" Gate Valve and Box, MJ	EA	8	\$1,360.00	\$10,880	
13.	4" Cap, MJ	EA	2	\$300.00	\$600	
14.	Remove Pavement	SY	84	\$13.00	\$1,092	
15.	7" Concrete Pavement (<100 SF)	SF	84	\$48.00	\$4,032	
16.	Remove Curb and Gutter	LF	53	\$11.00	\$583	
17.	Concrete Curb and Gutter (24"-36" wide)	LF	53	\$28.00	\$1,484	
18.	Remove Concrete Sidewalk	SF	427	\$3.25	\$1,388	
19.	4" Concrete Sidewalk	SF	427	\$5.25	\$2,242	
20.	Connect to Existing Water Main	EA	5	\$1,350.00	\$6,750	
21.	Abandon Existing Water Main	EA	8	\$1,000.00	\$8,000	
22.	Seeding, Fertilizer and Mulch	ACRE	0.6	\$3,500.00	\$2,100	
23.	8" x 1" Saddle	EA	21	\$145.00	\$3,045	
24.	1" Corporation Stop	EA	21	\$400.00	\$8,400	
25.	1" Curb Stop and Box	EA	21	\$300.00	\$6,300	
26.	1" PE Water Service (SDR 7)	LF	1,176	\$21.00	\$24,696	
27.	Bore Water Service Line	LF	297	\$14.00	\$4,158	
28.	Connect Existing Water Service	EA	21	\$250.00	\$5,250	
				Construction Subtotal	Base Bid	\$181,130
				Contingency	10%	\$18,120
				Total Opinion of Construction Cost		\$199,250

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 high density living areas that promote multiple family dwellings. 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 February, 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;~~
1. Two-family dwellings;
2. Child care **homes center**;
3. Public and private schools;
4. Public or private parks, buildings and grounds;
5. Community buildings owned and/or occupied by public agencies; and
- 6. 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 February, 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 February, 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:

Area Regulations	Dwelling, Multiple Single-Family	Dwelling, Two-Family	Other Permitted Uses
Lot Area (in sq. feet)	5,000 500 per sleeping room	2,500 000 per family	5,000
Lot Width (in feet)	40	40 20 per family	40
Required Front Yard (in feet)	15	15	15
Required Side Yard (in feet)	5	5 if party wall	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
Height (in feet)	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 February, 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 February, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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 2nd 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 3rd Street to 129 feet north of the centerline of West 3rd 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 3rd day of February, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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 \$5,000; 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 \$5,000 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 Street 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 3rd day of February, 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:

1. 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).

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.

8.01 Total Agreement

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 \$ 5,000 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

133 West Washington Street

Wayne, Nebraska 68787

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. Site 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
TOTAL COST OF ENGINEERING SERVICES		\$3,500

RESOLUTION NO. 2015-15

A RESOLUTION ADOPTING TITLE VI – NON-DISCRIMINATION PLAN FOR THE CITY OF WAYNE PUBLIC TRANSIT PROGRAM.

WHEREAS, the City of Wayne Public Transit operates a public transit program serving the residents of Wayne; and

WHEREAS, as a condition of receiving Federal financial assistance to operate these services, the City must ensure that its programs, policies, and activities comply with Title VI of the Civil Rights Act.

THEREFORE, BE IT RESOLVED that the City of Wayne City Council does hereby adopt and bind itself to comply with all of the rules and regulations of the Title VI Non- Discrimination Plan, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor to execute said Plan on behalf of the City.

PASSED AND APPROVED this 3rd day of February, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Under the Civil Rights Act of 1964 and related statutes, City of Wayne Public Transit ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the agency.

Title VI

Non-Discrimination Plan | 2014

City of Wayne Public Transit



Signed By _____

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Roads (NDOR) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements

Table of Contents

I.	Introduction and Overview	1
II.	General Reporting Requirements	3
1.	Requirement to Provide Title VI Assurances	3
2.	Requirement for First-Time Applicants: N/A.....	3
3.	Requirement to Prepare and Submit a Title VI Program	3
4.	Requirement to Notify Beneficiaries of Protection under Title VI.....	4
	<i>Title VI Notice to the Public</i>	5
5.	Requirement to Develop Title VI Complaint Procedures and Complaint Form... 6	
	<i>Title VI Complaint Procedures</i>	7
	<i>Title VI Complaint Form</i>	8
6.	Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits	12
	<i>Title VI Complaint Tracking Form</i>	13
7.	Plan to Promote Inclusive Public Participation	14
8.	Providing Meaningful Access to LEP Persons	15
	City of Wayne Public Transit Four Factor Analysis	15
	City of Wayne Public Transit Language Assistance Plan	17
9.	Minority Representation on Planning and Advisory Bodies	20
	<i>Sample Minority Representation Table</i>	21
10.	Requirement to Provide Assistance to Subrecipients: N/A.....	22
11.	Monitoring of Subrecipients: N/A	22
12.	Equity Analysis to Determine Site or Location of Facilities.....	22
13.	Requirement to Provide Additional Information upon Request.....	23
IV.	Requirements and Guidelines for Fixed-Route Transit Providers: N/A	23
V.	Requirements for States: N/A	23
VI.	Requirements for Metropolitan Planning Organizations: N/A	23
VII.	FTA Compliance Reviews: N/A.....	23

I. Introduction and Overview

Plan Statement

City of Wayne Public Transit operates a public transit program serving the residents of Wayne, Nebraska. As a condition of receiving Federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act. The following program details how City of Wayne Public Transit meets the Title VI requirements set forth in FTA Circular 4702.1B.

City of Wayne Public Transit is the recipient of the following FTA funds:

- Federal Section 5311 Non-Urbanized Area Formula Grant Program
- State of Nebraska Program 305 Operating Assistance

City of Wayne Public Transit receives Federal funding through the Nebraska Department of Roads Transit Section. NDOR administers City of Wayne Public Transit's FTA transit service funding and provides all Title VI program oversight for City of Wayne Public Transit.

Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

City of Wayne Public Transit is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

Authorizing Legislation

Most Federal transit laws are codified at title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a Federal program or agency. FTA's most recent authorizing legislation is entitled the *Moving Ahead for Progress in the 21st Century (MAP-21) Act*, Public Law 112-141, signed into law on July 6, 2012, and effective as of October 1, 2012.

How to Contact FTA and City of Wayne Public Transit

FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA grant recipients and for oversight of grant implementation for FTA programs. Certain specific programs are the responsibility of FTA headquarters. Inquiries should be directed to either the regional or metropolitan office responsible for the geographic area in which the recipient is located.

For more information regarding City of Wayne Public Transit's Title VI Program, please contact the agency at:

City of Wayne Public Transit

Attn: Title VI Transit Manager
410 Pearl Street
Wayne, NE 68787
(402)-375-1460
seniorcenter@cityofwayne.org

FTA Headquarters can be contacted at:

Federal Transit Administration

Office of Communications and Congressional Affairs
1200 New Jersey Avenue SE
East Building, 5th Floor-TCR
Washington, D.C. 20590
Phone: (202)-366-4033; Fax: (202)-366-3472

The Nebraska Department of Roads can be contacted at:

Nebraska Department of Roads

Attn: Title VI Transit Manager
1500 Hwy. 2
Lincoln, NE 68502
(402)-479-4694
Kari.ruse@nebraska.gov.

FTA Circular 4702.1B

City of Wayne Public Transit's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

II. General Reporting Requirements

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and subrecipients of FTA funding to ensure that their activities comply with US DOT Title VI regulations. These requirements are summarized below, accompanied by details on how City of Wayne Public Transit's Title VI Transit Program fulfills each requirement.

1. Requirement to Provide Title VI Assurances

In accordance with 49 CFR Section 21.7(a), every application for FTA financial assistance must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.

City of Wayne Public Transit annually submits its Certifications and Assurances to the Nebraska Department of Roads (NDOR). NDOR collects City of Wayne Public Transit's Title VI Assurances prior to passing through FTA funds.

2. Requirement for First-Time Applicants: N/A

New applicants will submit a Title VI program that is compliant with FTA Circular 4702.1B, as well as an Assurance that the applicant will carry out the program in compliance with DOT Title VI regulations.

City of Wayne Public Transit is not a first-time applicant, and is therefore exempt from this requirement.

3. Requirement to Prepare and Submit a Title VI Program

FTA requires that all direct and primary recipients document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA Regional Civil Rights Officer once every three years, or as otherwise directed by FTA. For all recipients (including subrecipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.

The Wayne City Council will approve this Title VI Program by resolution. Documentation of such approval will be submitted with the agency's Title VI Program. The effective date of the Program will be the date of the resolution.

City of Wayne Public Transit will submit its Title VI Program to the Nebraska Department of Roads for review and approval.

4. Requirement to Notify Beneficiaries of Protection under Title VI

Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, recipients shall disseminate this information to the public by posting a Title VI notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles.

A copy of City of Wayne Public Transit's Title VI Notice to the Public is displayed below. The notice is posted in English and Spanish on the agency website at <http://www.cityofwayne.org/index.aspx?nid=88>. The notice is also displayed in the agency's service vehicles and at the agency's main office in Wayne, Nebraska.

Title VI Notice to the Public

City of Wayne Public Transit

City of Wayne Public Transit operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the agency website at <http://www.cityofwayne.org/index.aspx?nid=88>; additionally, the form can be requested by contacting the agency at the address provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

To request more information on the agency's Title VI obligations, or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. Title VI Discrimination Complaint Forms and additional information can also be obtained through the Nebraska Department of Roads (NDOR) website at www.transportation.nebraska.gov, or by contacting NDOR using the information provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

City of Wayne Public Transit

Attn: Title VI Transit Manager
410 Pearl Street
Wayne, NE 68787
(402)-375-1460
seniorcenter@cityofwayne.org

Nebraska Department of Roads

Attn: Title VI Transit Manager
1500 Hwy 2
Lincoln, NE 68502
(402)-479-4694
kari.ruse@nebraska.gov

Federal Transit Administration Office of Civil Rights

Attn: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590

City of Wayne Public Transit opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacional de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que cree que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación por completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar en el sitio de web de la agencia en <http://www.cityofwayne.org/index.aspx?nid=88>; adicionalmente, se puede solicitar el formulario poniéndose en contacto con la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia, o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. También se puede obtener los Formularios de Quejas de Discriminación del Título VI y información adicional en el sitio de web del Departamento de Carreteras de Nebraska (NDOR) en www.transportation.nebraska.gov o poniéndose en contacto con NDOR a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



5. Requirement to Develop Title VI Complaint Procedures and Complaint Form

All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them, and shall make their procedures for filing a complaint available to members of the public. Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website:

City of Wayne Public Transit has adopted the Nebraska Department of Roads' procedures and forms for investigating and tracking Title VI complaints of discrimination, and these forms (pictured below) are available in English and Spanish on the City of Wayne Public Transit website at <http://www.cityofwayne.org/index.aspx?nid=88>, or upon request. Instructions for obtaining these forms are provided on the agency's Title VI Notice to the Public.

A description of City of Wayne Public Transit's Title VI Complaint Procedures follows the forms presented below.

Title VI Complaint Procedures

City of Wayne Public Transit

Any person who believes they have been discriminated against on the basis of race, color, or national origin by City of Wayne Public Transit may file a complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be submitted within 180 days following the alleged incident. Complaints received after 180 days will not be eligible for investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the Complaint Form provided. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. Complaints must include the complainant's name, address, and telephone number, and should specify all issues and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin. Complaints can be submitted to the agency at the following contact information:

City of Wayne Public Transit

Attn: Title VI Transit Manager
410 Pearl Street
Wayne, NE 68787
(402)-375-1460
seniorcenter@cityofwayne.org

Complaints may also be filed directly with the Nebraska Department of Roads at:

Nebraska Department of Roads

Attn: Transit Liaison Manager
1500 Hwy. 2 Lincoln, NE 68502
(402)-479-4694
kari.ruse@nebraska.gov

Complaints can also be filed directly with the Federal Transit Administration at:

Federal Transit Administration

Attn: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave. SE
Washington, D.C. 20590

Title VI complaints of discrimination received by City of Wayne Public Transit will be directed to the Nebraska Department of Roads (NDOR) Transit Section for review. NDOR will notify the Federal Transit Administration that a complaint has been received. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated. NDOR has 30 days to investigate the complaint. If more information is needed to resolve the case, the agency may contact the complainant to request additional information. The complainant has 15 days from the date of the letter to supply requested information to the investigator assigned to the case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days following the closure letter or LOF to do so.

Este documento describe el Título VI Procedimiento de Quejas de discriminación de City of Wayne Public Transit. Para obtener una copia de este documento en Español, favor de visitar el sitio de web de la agencia a <http://www.cityofwayne.org/index.aspx?nid=88>. Para asistencia adicional, favor de ponerse en contacto con la agencia o el Departamento de Carreteras de Nebraska al numero telefónico dado anteriormente. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



Title VI Discrimination Complaint Form

City of Wayne Public Transit

To file a Title VI complaint of discrimination, please complete this Complaint Form in full and submit it within 180 days following the alleged incident using the provided agency contact information. Complaints received after 180 days will not be eligible for investigation. Title VI complaints must involve issues pertaining to race, color, or national origin. Complaint Forms may be submitted by an individual or a representative of that individual.

Complaints must be made in writing and contain as much information as possible about the alleged discrimination. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. The written complaint should include the complainant's name, address, and telephone number, as well as a detailed description of the issues and the name(s) and job title(s) of individuals perceived as parties in the complaint.

After completing this Complaint Form, please return it to the address below:

City of Wayne Public Transit

Attn: Title VI Transit Manager
410 Pearl Street
Wayne, NE 68787
(402)-375-1460
seniorcenter@cityofwayne.org

Complainants may also choose to return this form to the Nebraska Department of Roads at the following address:

Nebraska Department of Roads

Attn: Title VI Transit Manager
1500 Hwy 2
Lincoln, NE 68502
(402)-479-4694
kari.ruse@nebraska.gov

This form may also be submitted to the Federal Transit Administration at the following address:

Federal Transit Administration

Office of Civil Rights
Attn: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590

Para obtener una copia de este documento en Español, favor de visitar el sitio de web de la agencia a <http://www.cityofwayne.org/index.aspx?nid=88>. Para asistencia adicional, favor de ponerse en contacto con la agencia o el Departamento de Carreteras de Nebraska al número telefónico dado anteriormente. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



City of Wayne Public Transit Title VI Complaint Procedures

Any person who believes they have been discriminated against on the basis of race, color, or national origin by City of Wayne Public Transit may file a complaint by completing and submitting the agency's Title VI Complaint Form. These forms are available on the agency website, or upon request by contacting the agency using the information provided below. City of Wayne Public Transit forwards all Title VI complaints of discrimination to the Nebraska Department of Roads Rail and Public Transit section for review. Only complaints received no more than 180 days following the alleged incident will be subject to investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the form provided. Complaints received by telephone will be placed in writing and provided to the complainant for confirmation or revision and signing prior to processing. For assistance filing a complaint in a language other than English, complainants may contact the agency by phone, and an interpreter will be provided to assist the individual as necessary.

Complaints may be filed by the affected individual or a representative of that individual. Complaints must include the complainant's name, address, and telephone number, and should specify all incidences and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin.

Complaints may be filed with the agency using the following contact information:

City of Wayne Public Transit
Attn: Title VI Transit Manager
410 Pearl Street
Wayne, NE 68787
(402)-375-1460
seniorcenter@cityofwayne.org

Complainants who do not wish to file with the transit agency may contact the Nebraska Department of Roads to receive assistance filing a complaint. NDOR can also assist individuals in submitting a Title VI Complaint in a language other than English. NDOR can be contacted using the following information:

Nebraska Department of Roads
Attn: Title VI Transit Manager
1500 Hwy. 2
Lincoln, NE 68502
(402)-479-4694
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration at the following address:

Federal Transit Administration
Office of Civil Rights
Attn: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590

As stated above, if a complaint is received by City of Wayne Public Transit, the agency will submit the complaint to the Nebraska Department of Roads (NDOR) for review. Upon receipt of the complaint, the NDOR Transit Section will notify the Federal Transit Administration that a complaint has been filed. The NDOR Transit Manager or other investigator will contact the complainant to:

- Acknowledge the receipt of the complaint by the investigator.
- Confirm the complainant received adequate assistance to file the complaint
- Confirm that the complainant wishes to proceed with the complaint.
- Confirm the existence of allegations that require investigation and/or resolution.
- Gather additional facts and further clarify the complaint.

The complainant will be notified in writing that the complaint was received and will be reviewed by the NDOR Transit Section and FTA Region VII, with the involvement of City of Wayne Public Transit. If the complaint is determined to have validity, it will be investigated. As part of the review, the investigator will, at minimum:

- Gather relevant documentation from the complainant that was not included in the complaint, such as forms, memos, letters, and photographs;
- Maintain a log of all activities associated with the complaint;
- Complete an investigative report containing information, findings, photos, and recommendations for corrective action, to be submitted to FTA.

A copy of the complaint, together with a copy of NDOR's investigative report, shall be forwarded to the FTA Region VII Office in Kansas City, MO within 60 days of the date at which the complaint was received by NDOR.

A decision by NDOR to dismiss a complaint can be made for the following reasons:

- The complaint was not filed within 180 days.
- The complaint is not covered by the Title VI statutes for which NDOR is responsible.
- The complaint does not allege any harm covered under the statutes for which NDOR is responsible.
- The complainant requests the withdrawal of the complaint.
- The complainant fails to respond to repeat, documented requests for additional information needed to process the complaint.
- The complainant cannot be located after documented reasonable attempts.

A log will be maintained which is to include the following information:

- The date the complaint/lawsuit was filed.
- A summary of the allegation(s).
- The status of the investigation.
- The actions taken by the recipient/subrecipient in response to the complaint/lawsuit and investigation.
- Documentation to be retained includes the complaint form and a summary of findings.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and the complaint will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days following the closure letter or LOF to do so.

For additional questions regarding City of Wayne Public Transit's Title VI complaint procedures or Title VI Program, individuals may contact the transit agency at the contact information provided above. For more information on NDOR's Title VI complaints procedure or Civil Rights Program, individuals may contact NDOR at the address provided.

6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits

In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to, the investigation, lawsuit, or complaint.

At this time, City of Wayne Public Transit has not received Title VI complaints of discrimination, and therefore there are no investigations or lawsuits to report

City of Wayne Public Transit will maintain a list of all investigations, lawsuits, and/or complaints naming the agency, in accordance with the guidelines specified by FTA C 4702.1B. A copy of the form that will be used to track such complaints is displayed below. City of Wayne Public Transit will maintain permanent records of all complaint-related documents. The agency will report all Title VI complaints of discrimination to the Nebraska Department of Roads and the Federal Transit Administration.

Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints

Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Investigated (N/A if active)	Notes

Title VI Lawsuits

Name of plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes:

Submitted by:
 City of Wayne Public Transit
 410 Pearl Street
 Wayne, NE 68787
 (402)-375-1460
 seniorcenter@cityofwayne.org

7. Plan to Promote Inclusive Public Participation

City of Wayne Public Transit's public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the agency's transportation decision-making process surrounding projects, fare and/or service changes, and applications for Federal operating assistance. This process allows for:

- Ensuring the timely dissemination of information to the public
- Considering the input and encouraging the participation of underserved groups in the agency's transportation decision-making processes.
- Facilitating adequate public review of major project revisions.
- Granting opportunity for the review of proposed and final plans.
- Encouraging and documenting public comment.
- Granting timely public notice and an adequate review period through this process.

For these purposes, the agency will announce and hold a public hearing in the event of a fare increase, major change in service, or in the event of a capital construction project. Additionally, the agency will provide adequate public notice in the event of a vehicle purchase or upon the submission of an application for State or Federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction in service shall include a reduction in total system vehicle hours of 10% or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase shall include an increase in single ride fare for any transit service including other fare categories, or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 14-21 calendar days in advance of the public hearing, and again no later than 5-12 calendar days in advance of the public hearing. Notice of hearings shall include a concise description of the proposed project, and will advertise the availability of Spanish-translated copies of the hearing notice and/or other publically-released meeting documents. Hearings will be held in accessible locations and at times convenient for public attendance.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public in English and Spanish upon request, to be announced on the agency's public hearing notice. Spanish translations of other publically-released meeting documents (e.g., announcements, surveys, comment cards, etc.) will also be distributed to members of the public upon request.

Written or verbal comments from the public will be accepted during and for at least 10 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

Summary of Past Outreach Efforts

City of Wayne Public Transit regularly performs public outreach throughout the community, including working with local Head Start and Meals-on-Wheels programs, advertising in the local newspaper and in various community locations, and providing service information within local schools and businesses.

8. Providing Meaningful Access to LEP Persons

Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP individuals come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofits.

Four Factor Analysis Results Summary

Based on the findings of the Four Factor Analysis presented below, interaction between City of Wayne Public Transit personnel and LEP persons is estimated to be very infrequent and of an unpredictable nature. Subsequently, many forms of routine or programmatic language assistance are deemed to be cost-prohibitive by the agency at this time. However, taking reasonable steps to provide language assistance to LEP persons who may choose to access City of Wayne Public Transit's programs and services is of high value and importance to the agency. The agency's language assistance measures are described in the Language Assistance Plan following this Four Factor Analysis.

City of Wayne Public Transit Four Factor Analysis

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient

City of Wayne Public Transit provides transportation service for the residents of Wayne, Nebraska. To determine the number and proportion of LEP persons residing within the agency's service area, 2008-2012 American Community Survey Data representing languages spoken at home for persons over five years of age was analyzed for Wayne County. This analysis resulted in the following service area profile. In this analysis, "LEP" was defined as persons who speak English "less than very well" according to the American Community Survey. LEP can also be defined as a person who has a limited ability to speak, read, or write the English language.

City of Wayne Public Transit service area LEP profile

- The total number of persons over five years of age in City of Wayne Public Transit's service area is 9,027.
- Of the total population over five years of age, 8,580 persons, or, 95% of the population, speak English only.
- No non-English language groups in the combined service area contained at least 1,000 LEP persons.
- No non-English language groups contained an LEP population representing 5% or more of the total service area population.
- The largest non-English language group within the City of Wayne Public Transit service area is Spanish or Spanish Creole. This language group contains 334 persons, with 160 persons identified as LEP. The total proportion of Spanish-speaking LEP persons in Wayne County is low, at approximately 1.7%.
- Overall, the total proportion of LEP persons residing within the City of Wayne Public Transit service area is very low. A total of 113 persons were identified as speaking a language other than English or Spanish, with only 40 persons from these language groups identified as LEP.

Service Area Profile Conclusions

The total number and proportion of LEP persons residing within the City of Wayne Public Transit service area is low (160 persons, or, approximately 1.7% of the total service area population). Notably, the LEP composition of the agency's service area is significantly lower than the Safe Harbor Provision threshold of 1,000 LEP persons or 5% or more LEP persons. Based on these findings, many forms of routine or programmatic LEP language assistance are deemed to be cost-prohibitive at this time; however, as detailed in the Language Assistance Plan following this Four Factor Analysis, the agency is prepared to take reasonable steps to ensure equal access for LEP persons who may choose to access its programs and services, with particular emphasis on the local Spanish-speaking population.

Factor 1a: How LEP persons interact with the recipient's agency

City of Wayne Public Transit personnel report that contact with LEP persons is rare. This estimate is supported by the low number and proportion of LEP persons residing within the agency's service area, as identified in the service area profile analysis presented above. Because the agency is a provider of public transportation, it is estimated that interactions with LEP persons would occur primarily when scheduling service or during transportation.

Factor 1b: The literacy skills of LEP persons in their native languages, in order to determine whether the translation of written documents will be an effective practice

City of Wayne Public Transit personnel estimate that native language literacy in the agency service area is high; however, no data could be obtained regarding the native language literacy of LEP persons within

the City of Wayne Public Transit service area, nor does the agency maintain such data at this time. Such data will be utilized in the instance that it becomes available. However, due to the very low number and proportion of LEP persons residing within the agency's service area, the nature of interaction between LEP persons and the agency, and the language assistance resources made available by the agency to LEP persons (see the accompanying Language Assistance Plan), it is not estimated that barriers to service due to native language literacy would prevent LEP persons from accessing the agency's programs or services at this time.

Factor 1c: Whether LEP persons are underserved by the recipient due to language barriers

Due to the low number and proportion of LEP persons residing within the agency's service area, and because of the agency's available language assistance resources (see the accompanying Language Assistance Plan), it is not estimated that language-related barriers prevent LEP persons from equitably accessing the agency's programs and services at the current time.

Factor 2: The frequency with which LEP persons come into contact with the program

City of Wayne Public Transit personnel estimate that the frequency at which LEP persons come into contact with the program is extremely low and of an unpredictable nature. This estimate is supported by data showing that the proportion of LEP persons residing within the agency service area.

Factor 3: The Nature and Importance of the Program, Activity, or Service in People's Lives

City of Wayne Public Transit is a public transportation service that is open to all individuals. The agency frequently provides transportation for seniors, students, and persons with disabilities, and it is estimated that the transit service offered by the agency is of high value to the surrounding community.

Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach

City of Wayne Public Transit has access to a variety of Title VI LEP outreach resources through the Nebraska Department of Roads. These resources are provided to the agency at either no-cost, or at a 90% cost-reimbursed rate. No-cost resources include Spanish document translation assistance, including Title VI documents (e.g., Title VI Notice to the Public, Title VI Complaint form, etc.) for the agency's use; and general Title VI assistance and oversight. Cost-reimbursed resources include the use of LanguageLine Solutions as a competent oral interpreter.

City of Wayne Public Transit Language Assistance Plan

Plan to use a Competent Interpreter

City of Wayne Public Transportation currently has access to a Spanish language interpreter on an as-needed basis.

If necessary, City of Wayne Public Transit personnel will use LanguageLine Solutions as a competent interpreter to enable communication between agency staff and persons of limited English proficiency. LanguageLine is an over-the-phone professional interpreting service that can provide assistance in over

200 spoken languages. This service will enable City of Wayne Public Transit personnel to communicate effectively with LEP persons who contact the agency either in-person or over the phone. The personnel member must simply dial a toll-free number and (if not already identified) prompt the LEP speaker to identify their spoken language. The corresponding LanguageLine interpreter can then relay verbal messages between the staff person and LEP individual. Additional information on LanguageLine can be found by visiting the company website at <http://www.language.com/>.

As a safeguard, U.S. Census Bureau "I Speak" cards (sample displayed below) will be located at the agency's main office to enable LEP persons to quickly identify their spoken language when it cannot be readily identified by the staff member. These cards will be distributed by agency personnel in the event they are deemed necessary.

The availability of non-English language assistance will be advertised on the agency's Title VI Notice to the Public, as well as on the agency's Title VI Complaint Procedures and Title VI Complaint Forms.

Sample U.S. Census Bureau "I Speak" Card

2004 Census Test	United States Census 2010
LANGUAGE IDENTIFICATION FLASHCARD	
<input type="checkbox"/> ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
<input type="checkbox"/> Ինչպե՞ս եմք հայեր՝ կամ արդե՞ր ոչ չե՞ք արտասանում, եթե կոտակ կամ կարգում եք հայերեն:	2. Armenian
<input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।	3. Bengali
<input type="checkbox"/> សូមបញ្ជាក់ក្នុងប្រតិច័ន្ទៈ ប្រើអូធាន ឬនិយាយសាសា ខ្មែរ ។	4. Cambodian
<input type="checkbox"/> Motka i kahhon ya yangin lintingna' munakai pat lintingna' kamentos Chamorro.	5. Chamorro
<input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。	6. Simplified Chinese
<input type="checkbox"/> 如果你能讀中文或講中文，請選擇此框。	7. Traditional Chinese

Plan to Provide Document Translation

City of Wayne Public Transit currently has access to Spanish document translation services at no cost through the Nebraska Department of Roads. Using this resource, the agency's Title VI Notice to the Public, Discrimination Complaint Form, and Complaint Procedures Form have been made available in Spanish for public distribution. In the event of a public hearing, publically-distributed meeting documents, including meeting minutes, will be also provided in Spanish upon request using this resource. The

availability of translated documents will be advertised on the agency's public hearing notice. The agency will likewise take reasonable steps to provide Spanish translations of additional agency documents in the event they are requested by LEP persons.

Monitoring, Evaluating, and Updating the LEP Plan

City of Wayne Public Transit will update the current Language Assistance Plan as required. At minimum, the plan will be reviewed and updated every two years. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update. Description of how the needs of LEP persons have been addressed.
- Determination of the current LEP population within the agency service area.
- Determination of whether the need for language assistance has changed.
- Determination of whether local language assistance has been effective and sufficient at meeting needs.
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance.
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons.

Employee Training

Employees at all levels within City of Wayne Public Transit should be fully aware of and understand the importance of Title VI, as well as the current Language Assistance Plan, so they can reinforce its importance and ensure its agency-wide implementation. City of Wayne Public Transit personnel are required to review the current Title VI Program document and sign a written statement that they have done so.

In addition, necessary personnel will be familiar with the use of the Language Line interpreting service and Bureau "I Speak" cards to facilitate potential contact with LEP persons.

All agency personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

City of Wayne Public Transit's Title VI Transit Manager has attended Title VI awareness training through the Nebraska Department of Roads and University of Nebraska-Omaha, and is responsible for ensuring that agency personnel have the knowledge and resources to operate under the requirements and guidelines of DOT's Title VI regulations.

Additional resources for employee training include a Title VI training workshop hosted by the Nebraska Department of Roads and University of Nebraska-Omaha, and ongoing Title VI assistance provided by the Nebraska Department of Roads and University of Nebraska-Omaha.

9. Minority Representation on Planning and Advisory Bodies

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees:

City of Wayne Public Transit currently does not have a transit-related, non-elected planning board or committee. In the event such a committee were established prior to the agency's next Title VI program submission, the following table (pictured below) would be used to depict minority representation on said committee.

Sample Minority Representation Table

MINORITY REPRESENTATION TABLE							
# of non-elected members	% Caucasian	% African American	% Latino	% Asian American	% Native American	Other Ethnicity	Notes
X	X	X	X	X	X	X	X

10. Requirement to Provide Assistance to Subrecipients: N/A

City of Wayne Public Transit is not a primary recipient, and is therefore exempt from this requirement.

11. Monitoring of Subrecipients: N/A

City of Wayne Public Transit is not a primary recipient, and is therefore exempt from this requirement.

12. Equity Analysis to Determine Site or Location of Facilities

Title 49 CFR Section 21.9(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part." Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." For the purposes of this requirement, "facilities" does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the NEPA process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

City of Wayne Public Transit has not conducted a project requiring land acquisition or the displacement of persons during the current reporting period.

In possible future circumstances, City of Wayne Public Transit will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects. The agency will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The agency will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur prior to the selection of the preferred site.

When evaluating the locations of facilities, City of Wayne Public Transit will give attention to other facilities with similar impacts in the area to determine whether any cumulative adverse impacts might result. Analysis will be conducted at the Census tract or block group, where appropriate, to ensure that proper perspective is given to localized impacts.

If the agency determines that the location of a project will result in a disparate impact on the basis of race, color, or national origin, the agency will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and when there are no alternative locations that would have a less disparate impact on the basis of race, color, or nation origin. The agency will show how both tests are met, and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin; the agency will then implement the least discriminatory alternative.

13. Requirement to Provide Additional Information upon Request

FTA may request, at its discretion, information other than that required by [FTA Circular 4702.1B] from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulations:

City of Wayne Public Transit will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

IV. Requirements and Guidelines for Fixed-Route Transit Providers: N/A

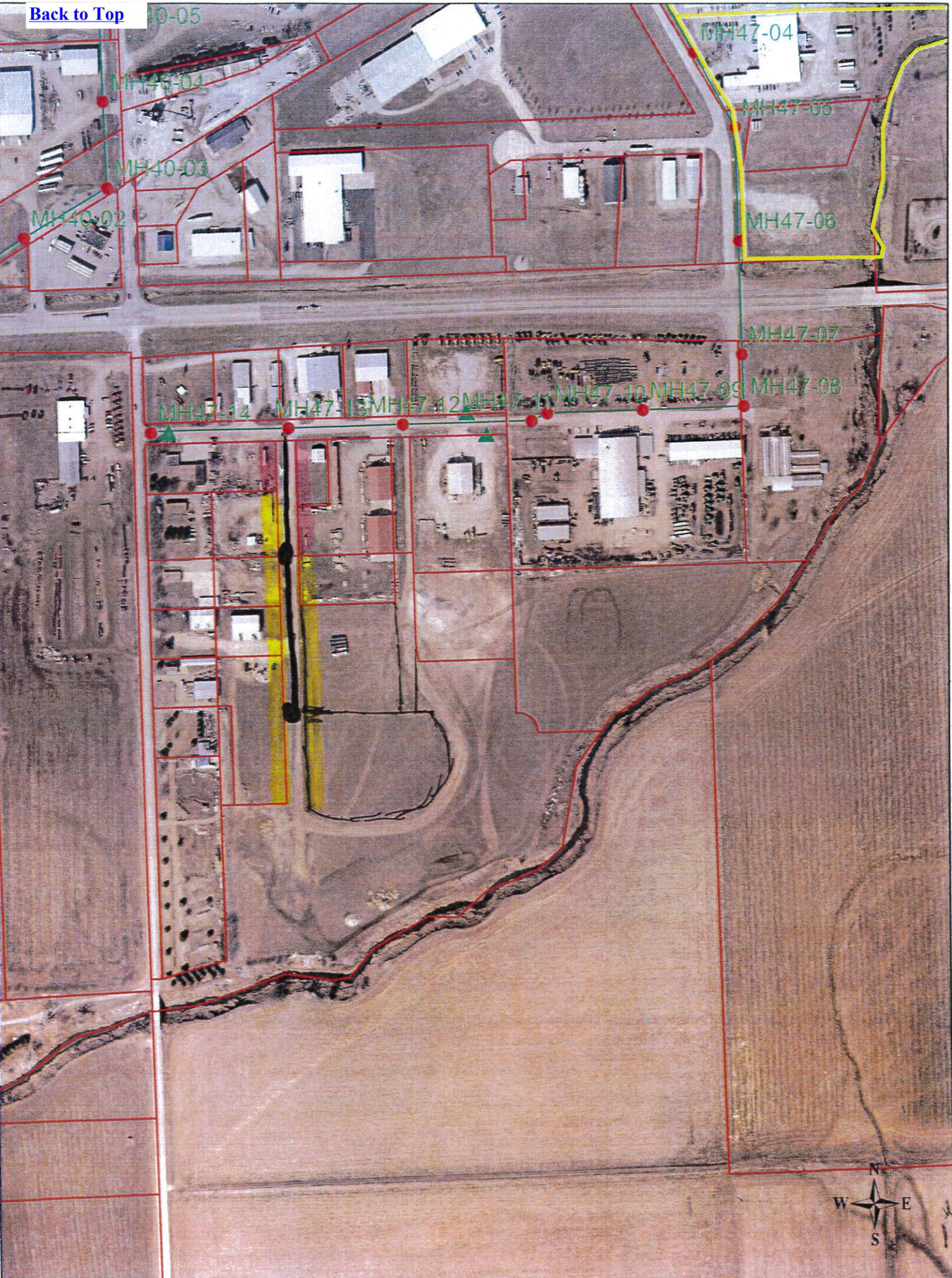
City of Wayne Public Transit is not a provider of fixed route transportation, and is therefore exempt from this requirement.

V. Requirements for States: N/A

VI. Requirements for Metropolitan Planning Organizations: N/A

VII. FTA Compliance Reviews: N/A

[Back to Top](#)



Terms of agreement to apply for the Civic and Community Center Fund.

1. All golf course and related properties will be deeded over to the city indefinitely. This will eliminate any confusion as to what is owned by whom.
I.M.O. I also believe that it will help eliminate any perceived 'shady-ness' that may be associated with this agreement.
2. The city will enter into a perpetual lease of all the property back to the golf course for the amount of (yet to be determined). The city will then place these funds into a reserve account for future maintenance issues (i.e. roof replacement) and an annual audit. These funds will NOT be used for upgrades or additions to any of the current infrastructure. Any upgrades, improvements, or additions will be done with revenues generated by the course. NO other monies will be given by the city for golf course operation.
3. The city will have some oversight of the golf courses finances. The city will require an annual budget from the golf course including expenses and revenues, and may also ask for a current budget balance sheet. The city will also include the golf course's finances in the annual audit. The golf course board will agree that any improvements, purchases, or profit sharing will only be done after ALL of the annual expenses are paid.
4. The golf course will make the clubhouse publicly available for rent for weddings, receptions, conferences, etc. The rental fee will be an agreed upon amount by the golf course board and the Wayne city council.
5. The golf course may sublease or rent a portion of the clubhouse should they choose. The dollar amount of lease/rent will be an agreed upon amount between the golf course board and the Wayne city council.
6. A more accurate bid/estimate for construction will be required before the application of the grant.
7. 100% of the matching funds need to be in place before the City Council will apply for the grant.