

**AGENDA
CITY COUNCIL MEETING
February 21, 2012**

5:30 Call to Order

1. [Approval of Minutes – February 7, 2012](#)

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.

Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes. After being recognized by the Chair, proceed to the rostrum and state your name and address for the record.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. [Action on Application for Membership of Sharlene Sievers to the Wayne Volunteer Fire Department Cadet Program – Tom Sievers, Fire Chief](#)

4. [Action on Application for Membership of Joseph Burrows to the Wayne Volunteer Fire Department Cadet Program – Tom Sievers, Fire Chief](#)

5. [Action on Application for Membership of Derek Pinzon to the Wayne Volunteer Fire Department – Tom Sievers, Fire Chief](#)

6. [Update and Recommendation from the Pool Renovation/Replacement Committee — Heather Claussen, Chair](#)

Background: A new or renovated swimming pool was one of the capital projects proposed when the voters renewed the 1% local sales tax in 2008. The 1% generates about \$500,000 in revenues per year with about \$270,000 allocated for capital projects. The Mayor and Council have prepared a 15-year budget that projects \$75,000 per year (or \$900,000 total) toward the cost of a new or renovated pool.

The Mayor and Council appointed a citizen's committee to prepare a list of options for the swimming pool and make a recommendation. The committee has met many times and has interviewed four different firms that design and/or build swimming pools in Nebraska. These interviews and committee discussions have helped educate the members about the swimming pool industry, what other towns are doing, and what the general process is to renovate or replace a pool.

Recommendation: The usual steps for city-appointed project committees is to develop enough knowledge about the project to be able to evaluate and select an engineer or consultant and then begin moving forward with detailed options and cost estimates before making a recommendation back to you. The citizen's

committee recommendation in the attached letter is to retain JEO to help evaluate or improve the options and prepare a recommendation.

7. Resolution 2012-11: Approving Agreement with JEO Consulting Group to Undertake the Pool Study – Fee of \$9,895

Recommendation: The citizen's committee recommendation in the attached letter is to retain JEO at a cost of \$9,895 to evaluate or improve the options and prepare a recommendation.

8. Action on Change Order No. 5 for the 2009-1020 Wastewater Treatment Facility Improvements Project — Net Increase of \$7,980.68

Background: During the later construction phase of the treatment plant, our staff requested some minor improvements in the design, and they were completed by the contractor as requested. Because they were minor in cost, we did not bring these to you individually for action, but saved them to the end to act on in one summary change order.

9. Action on Application for Payment No. 17 in the Amount of \$251,176.50 to Eriksen Construction Co. for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project

Recommendation: The recommendation of the Project Engineer is to approve the payment for work done under contract and approved by the engineer.

10. Resolution 2012-12 : Accepting Work on Phase I of the “2009-2010 Wastewater Treatment Facility Improvements Project”

Background: This represents formal action to accept the work done in Phase I. The rest of the paving and sidewalk installation, site grading/seeding, fencing changes and demolition will be finished in the spring. Because the Aquarius system is a new design concept in the USA, we bid out the terms of the original construction contract to delay the start of the warranty period for the plant operation until the Aquarius bacterial process is established as designed and is stable. That time is getting close, but has not been declared by JEO yet, although the plant has consistently been producing effluent that is well under the limits of our new discharge permit as required by NDEQ.

Recommendation: The recommendation of the Project Engineer is to accept the work.

11. Resolution 2012-13: Approving Reimbursement of Funds Temporarily Advanced to Pay for Fire Truck (Assures ability to reimburse fund from which monies were temporarily advanced for payment made in early January for truck chassis – required to comply with Federal Tax Code.)

Recommendation: The recommendation of the City Bond Agent, Phil Lorenzen, and City Finance Director is to approve this routine action to allow for the sale of bonds to finance the purchase of the fire truck.

12. Ordinance 2012-7: Authorizing the Issuance of Public Safety Bonds (The borrowing for the fire truck fits best as a limited tax public safety issuance under Sections 18-1201 and 18-1202 of the Nebraska Statutes – annual payments will be made as planned as a transfer from enterprise funds, but the cite for bond issuance is 18-1201 and 18-1202. Estimated amount is \$350,000)
13. Ordinance 2012-8: Authorizing the Issuance of Electric Revenue Bonds, Series 2012. (This fully funds the list of current projects totaling about \$1.9 Million. Adding legal, issuance, underwriting and Debt Service Reserves is expected to result in a total issuance of about \$2.15 Million.)
14. Public Hearing: To Consider the Planning Commission’s Recommendation in regard to amending Wayne Municipal Code Section 90-10 Definitions – “Family” (Advertised Time: 5:30 p.m.)

Background: In 1996, the Wayne Planning Commission and City Council amended the definition of “family” to include “4 or less unrelated persons” in the zoning code. The main intent was to resolve neighborhood disputes over parties and the lack of parking. That restriction remains in place today.

The owner of a large two-story single family home with 6 bedrooms on a large corner lot in Wayne submitted a request to the Planning Commission to amend the zoning code to redefine “family” to allow up to 6 unrelated persons or less if there is sufficient parking space on the lot. The Planning Commission held a public hearing on this proposal on February 6th and has proposed amending the Wayne Zoning Code to define “family” as “no more than 6 unrelated persons” provided certain additional conditions are met or are present. A memo regarding the Planning Commission public hearing and proposed changes is attached for Council consideration.

Recommendation: The recommendation of the Planning Commission, after the close of their public hearing was to: Amend Section 90-10 Definitions, specifically “Family”, to allow no more than 6 unrelated individuals provided that one parking space is provided per occupant and the lot must be of sufficient size to provide 1,000 square feet per occupant.

15. Ordinance 2012-9: Amending Wayne Municipal Code Section 90-10 Definitions –“Family”
16. Ordinance 2012-3: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Saturday, March 17th (St. Patrick’s Day) – Second Reading
17. Ordinance 2012-4: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Friday, March 30th, and Saturday, March 31st (Rugby Tournament) – Second Reading

18. Ordinance 2012-5: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Friday, April 6th, and Saturday, April 7th (Wayne High Alumni)
19. Ordinance 2012-6: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Thursday, May 3rd, Friday, May 4th and Saturday, May 5th (Wayne State College Graduation) – Second Reading
20. Action on Request to close the following streets on Friday, July 13th, from 3:00 p.m. until 12:00 midnight for the annual Henoween Celebration: Main Street from 1st Street to 4th Street (not including the end intersections); 2nd Street from Pearl Street to Logan Street; and 3rd Street from Pearl Street to Logan Street (not including the Pearl and Logan Street intersection) — Wes Blecke, Executive Director WAED

Background: This action initiates the procedure for the City of Wayne to approve the closings and notify the Nebraska Department of Roads of our intent.

21. Action on Request to close the following streets on Saturday, July 14th from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show Celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln Street from 10th Street to 8th Street; and Douglas Street from 8th Street to 10th Street – Intersections at 10th and Douglas and 10th and Lincoln Streets are Requested to be Closed — Wes Blecke, Executive Director WAED

Background: This action initiates the procedure for the City of Wayne to approve the closings and notify the Nebraska Department of Roads of our intent.

22. Action on Request to Close the following Streets on Saturday, July 14th, for the Annual Chicken Show Parade from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade. — Wes Blecke, Executive Director WAED

Background: This action initiates the procedure for the City of Wayne to approve the closings and notify the Nebraska Department of Roads of our intent.

23. Resolution 2012-14: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (Henoween and Chicken Show – July 13th and 14th)
24. Resolution 2012-15: Approving Engineering Agreement with Advanced Consulting – Western Ridge Paving Project

Background: This action will start on the 2012 Mayor and Council Strategic Planning Retreat goal to complete the paving of Neihardt Avenue and Savidge Court in Western Ridge. The site grading for the lots and street is complete. We

propose to pay the paving costs with funds generated by the rolling TIF from the new homes built on the lots, plus sales tax capital project funds, if needed.

25. Recess

- a. Convene as Community Development Agency
- b. Approve Minutes – February 7, 2012
- c. Action on CDA Resolution 2012-1 Authorizing the Issuance of Tax Increment Revenue Bonds (Fourth Generation Family Limited Partnership)

Recommendation: This action is required to issue the TIF financing bonds with the agreement already approved for the Bomgaars' relocation.

- d. Action on Request for Second Extension (90 days) on the Closing Date Regarding the Purchase of Lot 2A, Replat of Kardell Industrial Park, a Subdivision by Wayne NG Cars, LLC

Recommendation: Dan Rose, representing Wayne NG Cars, LLC, is requesting a second extension (90 days) on the current purchase agreement for the above referenced real estate. Production orders for CNG cars should be forthcoming in the next 90 days that would allow them to fulfill the agreement and purchase the property.

- e. Adjourn CDA and Reconvene as Council

26. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Airport Authority Meeting Minutes – January 9, 2012](#)

[Planning Commission Meeting Minutes – December 5, 2011](#)

February 7, 2012

The Wayne City Council met in regular session at City Hall on Tuesday, February 7, 2012, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Dale Alexander, Doug Sturm, Kathy Berry and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson and City Clerk Betty McGuire. Absent: Councilmember Kaki Ley.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 26, 2012, 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 Sturm made a motion, which was seconded by Councilmember Van Delden, whereas the Clerk has prepared copies of the Minutes of the meeting of January 17, 2012, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved.

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

The following claims were presented to Council for their approval:

CORRECTIONS TO CLAIMS LIST: VOID FROM CLAIMS: 10/18/11 ALA-MEMBERSHIP DUES \$180; 09/30/11 CITY EMPLOYEE-CLOTHING REIMBURSEMENT \$214.01; 12/9/11 CITY EMPLOYEE-VISION REIMBURSEMENT \$233.59; 09/7/11 LAYNE CHRISTENSEN-WELL 11 FINAL \$24,230.90

VARIOUS FUNDS: AHERN CO., SE, 315.00; ALTA MEYER, RE, 500.00; ALTEC INDUSTRIES, SU, 79.99; AMERICAN BROADBAND, SE, 550.00; AMERICAN BROADBAND, SE, 1437.25; AMERICAN LIBRARY ASSOC, FE, 180.00; AMERITAS, SE, 1601.74; APPEARA, SE, 220.37; ARC-HEALTH & SAFETY, SE, 3100.00; AS CENTRAL SERVICES, SE, 448.00; BACON & VINTON, SE, 15000.00;

BANK FIRST, SE, 180.00; BARONE SECURITY SYSTEMS, SE, 240.00; BERT GURNEY & ASSOCIATES, SU, 731.16; BLACK HILLS ENERGY, SE, 857.52; BOMGAARS, SU, 685.33; CITY EMPLOYEE, RE, 24.13; CITY EMPLOYEE, RE, 447.60; BRYAN JENSEN CLOTHING, SU, 74.22; CARHART LUMBER CO, SU, 1754.78; CARLTON INDUSTRIES, SU, 58.33; CITY EMPLOYEE, RE, 93.73; CENTURYLINK, SE, 308.93; CHARTWELLS, SE, 5512.20; CITY OF NORFOLK, SE, 92.90; CITY OF WAYNE, RE, 200.00; CITY OF WAYNE, RE, 700.00; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, SE, 90.00; CITY OF WAYNE, PY, 56049.52; CITY OF WAYNE, RE, 701.38; CIVICPLUS, SE, 3441.00; COMMUNITY HEALTH, RE, 3.00; CONCORD COMPONENTS, RE, 792.00; COPY WRITE PUBLISHING, SU, 2.35; DE LAGE LANDEN FINANCIAL, SE, 343.16; DE LAGE LANDEN FINANCIAL, SE, 77.00; DGR & ASSOCIATES, SU, 116.00; CITY EMPLOYEE, RE, 249.42; DUTTON-LAINSON, SU, 171.25; ECHO GROUP, SU, 2486.72; ED M FELD EQUIPMENT, SU, 235.75; ELECTRIC FIXTURE, SU, 189.61; ELLIS PLUMBING & HEATING, SE, 875.81; EMBASSY SUITE, SE, 248.00; ERIKSEN CONSTRUCTION CO, SE, 14039.00; FIRST CONCORD GROUP, SE, 3414.88; FLOOR MAINTENANCE, SU, 286.13; FORT DEARBORN LIFE, SE, 1522.11; GEMPLER'S, SU, 81.00; GERHOLD CONCRETE, SU, 1013.25; GILL HAULING, SE, 155.00; GIS WORKSHOP, SU, 2940.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, RE, 313.60; HANSEN, THOMAS T., RE, 88.00; HENKE MANUFACTURING CORP, SU, 9425.00; HOLIDAY INN OF KEARNEY, SE, 459.70; ICMA, SE, 5110.49; IRS, TX, 17884.21; JEO CONSULTING GROUP, SE, 34348.55; CITY EMPLOYEE, RE, 32.10; JOHN'S WELDING AND TOOL, SU, 152.84; KELLY SUPPLY, SU, 773.83; KLEIN ELECTRIC, SE, 10715.75; LAYNE CHRISTENSEN, SE, 24230.90; LP GILL, SE, 967.05; MATT FRIEND TRUCKING, SU, 166.47; MCGUIRE & NORBY, SE, 736.52; CITY EMPLOYEE, RE, 266.10; MERCY MEDICAL CLINIC, SE, 29.00; MIDWEST OFFICE AUTOMATION, SE, 1204.50; MILO MEYER CONSTRUCTION, SE, 13710.09; MSC INDUSTRIAL, SU, 655.90; NATL ARBOR DAY FOUNDATION, FE, 50.00; CITY OF WAYNE, RE, 308.33; NE CODE OFFICIAL ASSOC, FE, 255.00; NE DEPT OF ENVIRONMENTAL, FE, 150.00; NE DEPT OF REVENUE, TX, 2791.45; NE STATE PATROL, SE, 45.00; NIAGARA CONSERVATION CORP, SU, 947.33; NORFOLK DAILY NEWS, SU, 138.00; N.E. NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 4054.00; NORTHEAST NE VFA, FE, 50.00; CITY EMPLOYEE, RE, 2532.56; PIEPER & MILLER, SE, 4745.00; CITY EMPLOYEE, RE, 6227.68; QUILL, SU, 520.48; ROBERT WOHLER & SONS, SE, 535.00; ROCKY RUHL, RE, 500.00; SHARON M HUGHES, RE, 500.00; STADIUM SPORTING GOODS, SE, 33.00; STATE NATIONAL BANK, RE, 104.76; CITY OF WAYNE, RE, 60.93; TERRI BEZA, RE, 500.00; UNITED STATES PLASTIC, SU, 450.81; UNITED WAY, RE, 10.00; UTILITIES SECTION, FE, 513.00; VERIZON, SE, 240.35; VIAERO, SE, 139.51; WAED, RE, 6383.33; WAYNE COUNTY CLERK, SE, 266.50; WAYNE COUNTY TREASURER, FE, 903.00; WAYNE HERALD, SE, 814.64; ZACH HEATING & COOLING, SE, 564.60; ZACH OIL COMPANY, SU, 5115.35; BAKER & TAYLOR BOOKS, SU, 863.22; CITY EMPLOYEE, RE, 104.53; CITY EMPLOYEE, RE, 1187.47; CITY EMPLOYEE, RE, 81.80; DAVE'S DRY CLEANING, SE, 69.00; DAYS DOOR COMPANY, SE, 135.00; DUTTON-LAINSON, SU, 508.01;

FASTENAL, SU, 273.50; FLOOR MAINTENANCE, SU, 209.41; FREDRICKSON TYRFIL, SE, 210.00; GERHOLD CONCRETE, SU, 39.25; GREAT PLAINS ONE-CALL, SE, 17.17; HARDING & SHULTZ, SE, 859.83; INGRAM BOOK CO, SU, 412.27; JACK'S UNIFORM, SU, 44.95; KTCH, SE, 605.00; MATHESON TRI-GAS, SU, 88.77; MCGRATH NORTH, SE, 1350.00; MIDLAND EQUIPMENT, SU, 3.32; MIDWEST LABORATORIES, SE, 1518.75; CITY EMPLOYEE, SU, 132.37; MSC INDUSTRIAL, SU, 395.82; NE AIR FILTER, SU, 12.84; NE LAW ENFORCEMENT, SE, 114.00; NE PUBLIC HEALTH, SE, 646.00; NE STATE PATROL, SE, 150.00; NMPP ENERGY, FE, 95.00; NORFOLK DAILY NEWS, SE, 96.64; NORTHEAST EQUIPMENT, SU, 379.09; NNPPD, SE, 12180.28; OMAHA WORLD-HERALD, SE, 673.44; PAC N SAVE, SU, 137.52; PAMIDA, SU, 140.40; PEPSI-COLA, SU, 561.75; PLUNKETT'S PEST CONTROL, SE, 41.60; PRESTO X, SE, 119.15; RANDOM HOUSE, SU, 56.21; SIOUX CITY JOURNAL, SE, 976.00; STATE FARM, SE, 563.00; STATE NATIONAL BANK, SE, 56.80; TACO'S AND MORE, SU, 84.00; US BANK, SU, 2876.57; USA BLUE BOOK, SU, 76.69; WAYNE HERALD, SE, 372.50; WAPA, SE, 32493.26; WORTMAN CONCRETE PUMPING, SE, 386.25

Councilmember Sturm made a motion and Councilmember Haase seconded 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.

Tom Sievers, Fire Chief, and Brent Doring, Firefighter, updated Council on the status of their new fire truck.

Reed Trenhaile, Austin Frideres and Jackson Blankenau, members of the Mayor's Youth Council, were present requesting Council consideration to allow their group to participate in the planning of the future use of the lagoon area. They would like the lagoon area to be a park after it has been decommissioned. Some "park" examples were

an RV park and a dog park. They would take full responsibility for talking to the other groups to discuss fundraising, etc.

Councilmember Sturm made a motion and Councilmember Alexander seconded approving the Mayor's Youth Council's offer to participate in the planning of the future use of the lagoon area. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Ken Jorgensen, owner of "The Max", was present requesting Council consideration to passing the following Ordinances which would allow liquor licensed establishments to stay open until 2:00 a.m. on the following dates:

1. Saturday, March 17th (St. Patrick's Day)
2. Friday, March 30th, and Saturday, March 31st (Rugby Tournament)
3. Friday, April 6th, and Saturday, April 7th (Wayne High Alumni Basketball Tournament)
4. Thursday, May 3rd, Friday, May 4th and Saturday, May 5th (Wayne State College Graduation)

Councilmember Sturm introduced Ordinance 2012-3 and moved for approval thereof; Councilmember Van Delden seconded.

ORDINANCE NO. 2012-3

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR ST. PATRICK'S DAY ACTIVITIES.

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

Councilmember Sturm introduced Ordinance 2012-4 and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2012-4

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR RUGBY TOURNAMENT ACTIVITIES.

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

Councilmember Sturm expressed concerns regarding Ordinance 2012-5. He wanted to talk to a few of the people that put on the Wayne High Alumni basketball tournament to see what their feelings are on this matter.

Councilmember Sturm made a motion, which was seconded by Councilmember Alexander, to table action on Ordinance 2012-5 extending the hours of sale of alcoholic liquor to 2:00 a.m. on Friday, April 6th, and Saturday, April 7th (Wayne High Alumni) until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm introduced Ordinance 2012-6 and moved for approval thereof; Councilmember Frevert seconded.

ORDINANCE NO. 2012-6

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR WAYNE STATE COLLEGE GRADUATION.

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

Administrator Johnson presented the wage and salary schedule Resolution for City employees. The same proposes a 2% cost of living increase effective January 1st.

State Law requires municipalities to pay comparability wages. Wayne participates yearly in the League of Nebraska Municipalities' wage survey to determine comparability and recommend changes as are necessary.

Mayor Chamberlain noted that if LB-1114 passes, this may be the last year the City can afford to give raises. LB-1114 is a legislative bill being introduced by Senator Flood which would eliminate all state equalization funds to Cities of the First Class, which would mean a decrease of about \$370,000 in the City's general fund revenue. The General Fund consists of the police, fire, public works, library, senior center, recreation, community activity center and swimming pool departments.

Brian Swanson, President of the Fraternal Order of Police, questioned when the police department employees were going to get their annual evaluations. His was due in July, 2011.

It was noted that since this discussion did not pertain to the agenda item at hand, that it needed to cease.

Councilmember Sturm introduced Resolution 2012-8 and moved for its approval; Councilmember Van Delden seconded.

RESOLUTION NO. 2012-8

A RESOLUTION APPROVING WAGE AND SALARY SCHEDULE.

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

Administrator Johnson stated the following wage and salary Resolution pertains to the police department. This also includes a 2% cost of living increase, which is within the range of 0% to 2% that was agreed to in the FOP Labor Contract with the City, which expires in June of this year. In the previous Resolution, we eliminated the position of

Police Lieutenant. This Resolution proposes the elimination of the Senior Patrolman position.

Each year staff does a 10-year budget. Since 2003, the projections for 10 years do not show a sustainable budget. We have eliminated 14 full-time positions since 2003. We have hired some part-time staff and have also contracted out some services. We will have to continue to do that because there is no good future ahead if you look at the revenues we receive from the State. They continue to cut back. If there is an unfilled position or if there is a position that could be eliminated at a cost savings, Johnson said he would make that recommendation to Council. He has proposed to eliminate both of these positions. The city has done without them in the past, and it can do without them again. However, he would suggest that Council hold off on eliminating the position of Senior Patrolman because we don't have any record of the Council approving the same.

Scott Abraham spoke concerning the Resolution. He understands that eliminating the positions is a budgetary concern, but from a leadership and unit cohesiveness standpoint, he did not believe it was a wise choice. There is a perception that this is in retaliation for what has gone on at the Civil Service Commission public hearings. To avoid the appearance of retaliation, he thought Administrator Johnson should recuse himself from the process of this particular budget item. He did not think the City needed to reduce its police force. He thought the matter needed to be tabled until another meeting so that someone else could take a look at this.

Mayor Chamberlain stated at this time, we currently have six police officers. The Civil Service Commission is in the process of hiring another officer, which would bring

the total number to seven. They would then hire a Police Chief which would bring the total to eight.

Amy Duncan also shared concerns about reducing the size of the police force.

Mayor Chamberlain explained the reasons for wanting to enter into an interlocal agreement with South Sioux City for police services. He is not comfortable with having just six officers. If the new officers hired are not certified, the department will still be short for 12 weeks. The idea was to give the current force some time off.

Brian Swanson asked the Council, before they vote on this Resolution, to look at the statistics for the number of officers per thousand people in Nebraska. Wayne is under and has been under pretty much the entire time he has been with Wayne.

Councilmember Alexander introduced Resolution 2012-9 and moved for its approval as amended (leave Senior Patrolman position in); Councilmember Van Delden seconded.

RESOLUTION NO. 2012-9

A RESOLUTION APPROVING WAGE AND SALARY SCHEDULE FOR POLICE DEPARTMENT PERSONNEL.

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

Administrator Johnson stated the following Resolution would direct the City Clerk to file a lien against the property described thereon for the cost of work hired by the City to abate a violation of City Code after proper notice was given to the property owners.

Councilmember Alexander introduced Resolution No. 2012-10 and moved for its approval; Councilmember Sturm seconded.

RESOLUTION NO. 2012-10

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON LOT 3, WESTWOOD ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 513 FAIRACRES ROAD, WAYNE, NEBRASKA.

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

Rod Hansen of Olsson Associates, the engineer on the Benscoter Addition project was present to discuss Change Order No. 1 and the Certificate of Payment. This was a claim presented to him by the contractor, Penro Construction. Based on his review of the contract documents, there is no justification for this large a change order. His recommendation was that Council stick with the contract price and deny this change order.

Administrator Johnson also recommended that Council deny this change order request. He also recommended that the Council approve the original bid portion of Agenda Item No. 13.

Councilmember Alexander made a motion and Councilmember Brodersen seconded denying Change Order No. 1 for the Benscoter Addition – Phase I Paving and Utility Improvement Project in the amount of \$58,782.47. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated the bid documents and contracts are fairly specific on what you can add after the fact to a bid. We just didn't catch it right away.

Mr. Benscoter bid the project low so he could do his own project, which was about half of what the other bidders bid.

Councilmember Alexander had concerns about the project being bid so low just to get the project, and then the developer coming back with change orders that bring the project total up to where the other bidders were at.

Councilmember Frevert stated the Council can deny the change orders.

Administrator Johnson advised the Council that one of the other contractors brought this to their attention.

Councilmember Brodersen made a motion and Councilmember Sturm seconded to amend or reduce Certificate of Payment No. 1 for the Benscoter Addition – Phase I Utility Project from \$95,153.16 to \$36,370.69. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm made a motion and seconded by Councilmember Alexander to recess as Council and convene as the Community Development Agency. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Brian Frevert, Jim Van Delden, Dale Alexander Ken Chamberlain, Doug Sturm, Kathy Berry and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Member Kaki Ley.

Chair Haase 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.

The next item on the CDA agenda was to approve the minutes of the January 3, 2012, meeting.

Member Frevert made a motion and Member Alexander seconded approving the minutes of the January 3, 2012, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to consider and take action on CDA Resolution 2012-1 authorizing the issuance of tax increment revenue bonds (Fourth Generation Family Limited Partnership).

Councilmember Sturm asked that this matter be tabled until the next meeting because he was of the opinion that there are a lot of problems out there that need to be addressed before they go any farther. One problem is the road. He could not talk about the other issues.

Member Sturm made a motion and Member Chamberlain seconded to table action on CDA Resolution 2012-1 until the next meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Member Alexander made a motion and Member Sturm seconded to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Mayor Chamberlain requested Council consideration to appointing Alex Koch as the Recreation Services Director. He is a Wayne State College graduate with a degree in sports management. He also played baseball for Wayne State College. Alex Koch was then introduced to the Council.

Councilmember Frevert made a motion, which was seconded by Councilmember Alexander, approving the appointment of Alex Koch as the Recreation Services Director.

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

Mayor Chamberlain requested Council consideration to reappointing Jill Walling to the Recreation-Leisure Services Commission.

Councilmember Alexander made a motion, which was seconded by Councilmember Brodersen, approving the reappointment of Jill Walling to the Recreation-Leisure Services Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to appointing Katie Jensen and Ted Perry to the Swimming Pool Renovation/Replacement Committee.

Councilmember Sturm made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Katie Jensen and Ted Perry to the Swimming Pool Renovation/Replacement Committee. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Frevert made a motion, which was seconded by Councilmember Brodersen, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:35 p.m.

CLAIMS LISTING FEBRURARY 21, 2012

ALMQUIST, MALTZAHN	AUDITED FINANCIAL STATEMENTS	18,600.00
AMAZON.COM, LLC	BOOKS	398.18
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,664.08
CITY EMPLOYEE	HEALTH REIMBURSEMENT	3,313.22
APPEARA	LINEN & MAT SERVICE	97.78
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	180.00
BENSCOTER PLUMBING	BENSCOTER ADDITION	36,370.69
CITY EMPLOYEE	HEALTH REIMBURSEMENT	490.22
BROWN SUPPLY CO	GASKET	20.21
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	100.00
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
COVENTRY HEALTH	HEALTH PREMIUM	21,658.19
CREDIT BUREAU SERVICES	BAD DEBT	35.64
DE LAGE LANDEN FINANCIAL	COPIER EQUIPMENT LEASE	394.00
DEMCO INC	POST IT PADS/MARKERS/LABELS	272.76
EASYPERMIT POSTAGE	POSTAGE	1,670.48
ECHO GROUP INC JESCO	BALLAST/LIGHTS/PROFILE WRAP	2,392.99
ED M FELD EQUIPMENT INC	OIL FIT TEST	10.25
ELLIS PLUMBING & HEATING	TOILET REPAIRS	201.01
EMBASSY SUITE	LODGING- J HANSEN	238.00
EMPLOYERS MUTUAL CASUALTY	WORK COMP	629.60
FASTENAL CO	DRILL SET/BOLTS	128.39
FREDRICKSON OIL CO	OIL	2,381.50
GALE GROUP	BOOK	377.94
GAYLORD BROS	BOOK JACKET COVERS	87.96
GEMPLER'S INC	LATEX GLOVES	33.36
GERHOLD CONCRETE CO INC.	CONCRETE	188.76
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	31.98
HIRERIGHT SOLUTIONS INC	PRE EMPLOYMENT TESTING	20.00
HOBBY LOBBY STORES, INC	ART & CRAFT SUPPLIES	57.25
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	5,112.91
IRS	FEDERAL WITHHOLDING	17,764.47
KRIZ-DAVIS COMPANY	ELBOW	345.06
LAB SAFETY SUPPLY	NITRILE GLOVES/GOGGLES/APRON	86.61
LOOP TECH INTERNATIONAL	BACKFLOW METER MINUS WATER USAGE	492.35
MES-MIDAM	GLOBE HOOK & LOOP	53.75
MIDWEST TAPE LLC	AUDIO BOOKS	111.27
CITY EMPLOYEE	HEALTH REIMBURSEMENT	83.18
NE AIR FILTER	AIR FILTERS	96.78
NE DEPT OF REVENUE	STATE WITHHOLDING	2,784.07
NE LIBRARY ASSOCIATION	MEMBERSHIP DUES	250.00
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	11.49
NEBR PUBLIC POWER DIST	ELECTRICITY	280,508.58
NMPP ENERGY	ENERGY CONFERENCE REGISTRATION	190.00

PAMIDA STORE # 165	BATTERIES/CONTAINER/PAN	44.75
CITY EMPLOYEE	HEALTH REIMBURSEMENT	28.48
PITNEY BOWES INC	POSTAGE METER/FOLDER LEASE	648.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	98.08
CITY EMPLOYEE	VISION REIMBURSEMENT	92.00
QUILL CORPORATION	OFFICE SUPPLIES	210.45
CITY EMPLOYEE	HEALTH REIMBURSEMENT	533.76
SPARKLING KLEAN	JANITORIAL SERVICES	1,143.00
STADIUM SPORTING GOODS	PORTABLE BASKETS	6,254.00
UNITED RENTALS	OUTRIGGER PADS/GENIE LIFT DELIVERY	636.00
USA BLUE BOOK	SLUDGE JUDGE II	162.85
WAYNE AUTO PARTS	ROTOR/PADS/FILTERS/WRENCHES/ETC	503.97
WAYNE COUNTRY CLUB	CITY EMPLOYEE GOLF MEMBERSHIPS	5,980.00
WESCO DISTRIBUTION INC	CLOSING PLATE/EPR CABLES	23,315.51
WOEHLER TRAILER COURT LLC	ENERGY INCENTIVE	200.00
ZACH, DAVE	ENERGY INCENTIVE	400.00
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	45.63

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

APPLICATION FOR MEMBERSHIP

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

Name Sharlene Sievers Address 1009 lilac ln
Phone Number (402) 369-4275 Social Security # 507-35-8634

Employer none Occupation _____
How long have you been employed by your present employer? _____
Previous Employer and Address _____

Have you previously been a member of a Fire Department? no
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. _____

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

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

Applicant's Signature Sharlene K. Sievers Date 12-13-11
Sponsor's Signature (if applicable) Tom Guir Date 12-13-11

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

Applicant's Signature Sharlene K. Sievers Date 12-13-11

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

Secretary's Signature Thomas R. Schmitz Date 2-7-11
Julie Melena
Chief's Signature Tom Guir Date 2-7-11

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth 1/11/96 revised February 4, 2006

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

APPLICATION FOR MEMBERSHIP

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

Name Joseph Burrows Address 2006 Centennial Rd.
Phone Number 402.375.2605 Social Security # 507.35.7173

Employer N/A Occupation _____
How long have you been employed by your present employer? _____
Previous Employer and Address _____

Have you previously been a member of a Fire Department? no
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. _____

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

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

Applicant's Signature Joseph W. Burrows Date 1/3/2012
Sponsor's Signature (if applicable) _____ Date _____

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

Applicant's Signature Joseph W. Burrows Date 1/3/2012

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

Secretary's Signature Thomas R. Schmitz Date 2/7/11

Chief's Signature Tom Stein Date 2/7-11

Council approved on _____ certified by City Clerk _____

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

APPLICATION FOR MEMBERSHIP

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

Name Derek Pinzon Address Bowen Hall 420
Phone Number 402-314-7842 Social Security # 507-31-6731
Employer Lincoln Espresso Occupation Coffe Brewer
How long have you been employed by your present employer? 7 months
Previous Employer and Address Audie Stroude, 27th & Superior Lincoln, NE 68521

Have you previously been a member of a Fire Department? no
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. _____

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

-As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes

- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes

-Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes

- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Derek A. Pinzon Date 11/14/11

Sponsor's Signature (if applicable) _____ Date _____

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

Applicant's Signature Derek Pinzon Date 11/14/11

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

Secretary's Signature Thomas R. Schmitz Date 2/7/11

Chief's Signature Tom G... Date 2-7-11

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth _____

February 13, 2012

Dear Wayne City Council Members and Community of Wayne,

On behalf of the Wayne Pool Committee I would like to give you an update on our discussions and recommendations. I would also like to ask you for your support in helping make the decision of the future of the Wayne City Pool. The Pool committee has met over the last few months and has come to the conclusion that there are several possible options for the Wayne City Pool.

1. Renovation of the existing swimming pool and bath house.
 - a. Use the existing main pool structure
 - b. Add a zero depth entry
 - c. Add two additional lap lanes
 - d. Replace the existing bath house with a new building
 - e. Eliminate the current wading pool
2. Build a new Outdoor Aquatic Facility in the best location to fit the design
 - a. Possible locations are: current pool location, Activity Center, or old city lagoon area
 - b. The main pool would include the following features: zero depth entry, 6 lap lanes, slide with a plunge area, diving boards, and play structures
3. Build a new indoor/outdoor pool attached to the Activity Center
 - a. Indoor pool would include 6 lap lanes and diving boards
 - b. Outdoor pool would be zero depth entry, with slide and play structures
4. Renovation of the outdoor pool and building with a new indoor pool at the Activity Center.
 - a. Outdoor renovation would include new bath house along with zero depth entry
 - b. Indoor pool would include 6 lap lanes and diving boards.

After consulting with many leaders in the pool design and building profession, the next step in the process is a formal study of the different options. The pool committee is recommending JEO Consulting Group to perform this study for the City of Wayne. From the study the committee would have a clear understanding about all of the options and would be able to make an educated recommendation.

Sincerely,

Heather Claussen, Pool Committee Chair

On behalf of the Wayne Pool Committee Members: Mandi Fernau, Nana Peterson, Tammy Evetovich, B.J. Woehler, Jodi Pulfer, Jeff Carstens, Katie Jensen, Ted Perry

Engineering
Architecture
Surveying
Planning



February 6, 2012

Mr. Garry Poutre, Supt of Public Works & Utilities
City of Wayne
PO Box 8
Wayne, NE 68787

RE: Wayne, NE
Swimming Pool Study
JEO Project No. 110845

Dear Mr. Poutre:

Thank you for the opportunity to develop a proposal for consideration for the above referenced project. Enclosed for the Wayne, NE Pool Committee's consideration is a Scope of Service with fee to complete an evaluation of the City's pool recreation facility and develop recommendations for consideration. This was prepared based on the preliminary information you have communicated to JEO staff inquiring of the scope and fee for the project. The scope and fee are still open to negotiation if the committee desires to modify the project.

Also enclosed is our standard Study Agreement for the City Council's consideration. This document can be signed and returned upon authorization to complete the study. We look forward to serving the community in this endeavor.

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman".

Roger S. Protzman, PE
Senior Project Engineer

RSP:skw
Enclosure

RESOLUTION NO. 2012-11

A RESOLUTION APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR A POOL STUDY.

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services regarding the undertaking of a pool study; and

WHEREAS, a proposal has been requested and received by the Pool Renovation/Replacement Committee from JEO Consulting Group, Inc. to complete an evaluation of the City's pool recreation facility and develop recommendations for consideration; and

WHEREAS, the contract sum for said services is \$9,895.00; and

WHEREAS, the Committee's recommendation is to accept said proposal of JEO Consulting Group, Inc.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Standard Form of Agreement" between the City of Wayne and JEO Consulting Group, Inc., for the "City of Wayne Community Pool Study" be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for said professional services on behalf of the City.

PASSED AND APPROVED this 21st day of February, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

And

Amended By

JEO CONSULTING GROUP, INC.

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

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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Date Prepared February 6, 2012

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, _____ ("Effective Date") between
City of Wayne, Nebraska ("OWNER") and
JEO Consulting Group, Inc. ("ENGINEER").
OWNER retains ENGINEER to perform professional services, in connection with see Attachment "1" to
Exhibit "SR-A" ("Assignment").

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

ARTICLE 1 – ENGINEER'S SERVICES

1.01 Scope

- A. ENGINEER shall provide the services set forth herein and in Exhibit SR-A.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.
- C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.
- B. If no effective date is indicated on Page 1 of the agreement, then the effective date is the date the last party signs and delivers the agreement to the other party.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

- 3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.
- 3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER

- A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. A Lump Sum amount of \$ 9,895 (Hourly Fee Not-to-Exceed).
2. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and ENGINEER's Consultants' charges, if any.
3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4.02 Other Provisions Concerning Payments

- A. *Estimated Compensation Amounts:*

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

- B. *Adjustments:*

1. ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of

- and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.
2. If used, the Standard Hourly Rate Schedule and Reimbursable Expenses Schedule will be adjusted from time to time to reflect equitable changes to the compensation payable to ENGINEER.
- C. *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C.
 - D. *For Additional Services.* OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

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

ARTICLE 6 – GENERAL CONSIDERATIONS

- 6.01 The following Exhibits are incorporated herein by reference:
 - A. Exhibit SR-A, "Further Descriptions of Services, Responsibilities, Time, and Related Matters," consisting of 2 page(s).
 1. Attachment "1" to Exhibit SR-A, consisting of 3 page(s).
 - B. Exhibit SR-B, "Standard Terms and Conditions," consisting of 4 page(s).
 - C. Exhibit SR-C, "Reimbursable Expenses Schedule," consisting of 1 page(s).
 - D. Exhibit SR-D, "Standard Hourly Rates," consisting of 1 page(s).
- 6.02 **Total Agreement**
 - A. This Agreement (consisting of pages 1 to 4 inclusive, together with the Exhibits identified in paragraph 6.01) 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.
- 6.03 **E-Verify**
 - A. Engineer shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Engineer shall require the same of each subcontractor.

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

OWNER:

City of Wayne, Nebraska _____

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Designated Representative (paragraph 5.01):

By: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Attest: _____

By: _____

Title: _____

ENGINEER:

JEO Consulting Group, Inc. _____

By: Roger S. Protzman _____

Title: Norfolk Branch Manager _____

Date Signed: 2/16/12 _____

Address for giving notices:

JEO Consulting Group, Inc. _____

PO Box 1424 _____

Norfolk, NE 68702 _____

Designated Representative (paragraph 5.01):

By: Roger S. Protzman, P.E. _____

Title: Norfolk Branch Manager _____

Phone Number: 402-371-6416 _____

Facsimile Number: 402-371-5109 _____

E-Mail Address: rprotzman@jeo.com _____

This is EXHIBIT SR-A, consisting of 2 pages.

Further Description of Services, Responsibilities, Time and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A1.01 Study and Report Phase

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services or services which are not part of ENGINEER's services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the assignment.
4. Identify and evaluate five (5) alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: See Attachment "1" to Exhibit SR-A.
7. Furnish 15 review copies of the Report to OWNER within 90 days of authorization to begin services and review it with OWNER.
8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish 15 final copies of the revised Report to the OWNER within 30 days after completion of reviewing it with OWNER.

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

A2.01 OWNER's Responsibilities

A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:

1. Provide all criteria and full information as to OWNER's requirements for the Assignment.
2. Furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services.

B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.

- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A2.01.

**COMMUNITY POOL STUDY
WAYNE, NEBRASKA
SCOPE OF SERVICES**

Project: 2012 Pool Study

Project Approach:

We will approach this project by first reviewing the data and drawings provided by the City of Wayne, Nebraska. We will develop Options for consideration as list below. Additional Services required to obtain information needed will first be approved by the City before being undertaken by JEO for an additional fee.

JEO anticipates that Associated Pool Builders will assist JEO in providing construction and operations opinions and costs for indoor facilities in the study. JEO will also seek the assistance of the Park Director for the City of Wahoo to add costs/opinions of their facilities for operations too.

Options

Each option will include the following considerations and suggested improvements:

1. Renovation of existing swimming pool and bathhouse.
 - a. Use existing main pool structure and add a zero depth entry area,
 - b. Add two lap lanes to the existing main pool structure.
 - c. Replace the existing bathhouse with a new building.
 - d. Evaluation and recommendations regarding the existing wading pool.

2. Build new outdoor aquatic facility with following amenities.
 - a. New bathhouse.
 - b. New main pool includes six lap lanes.
 - c. Main pool includes a zero depth entry area.
 - d. Develop options/cost opinions for other aquatic features such as the following:
 - i. Consider pool slide and plunge area dedicated for slide.
 - ii. Consider pool play features in the zero depth entry area.
 - iii. Consider other amenities that enhance the play value of the facility.
 - e. Develop site conceptual layouts for three sites including the existing site, the Community Activity Center, and one other site to be determined.

3. Build new indoor/outdoor aquatic facility attached to the existing Community Activity Center.
 - a. Pool to include six lap lanes.
 - b. Consider zero depth entry added to lap pool or separate pool.
 - c. Evaluate Activity Building for use as "Bath House."

4. Renovation of existing swimming pool/bathhouse and add indoor pool to Community Activity Center.
 - a. Use existing main pool structure and add a zero depth entry area.
 - b. Replace the existing bathhouse with a new building.
 - c. Evaluation and recommendations regarding the existing wading pool.
 - d. Add six lap lane pool to the existing Community Activity Center.

All Options:

- A. Provide a pool survey for the residents to complete and return.
- B. Provide an evaluation of the mechanical recirculation system for the main and wading pool.
- C. Identify the current problems and conditions of the pool facility.
- D. Provide an evaluation of the ADA requirements for the pool.
- E. Provide an evaluation of main and wading pool structure when the pool is empty.
- F. Provide an evaluation of the pool heating system (if any).
- G. Provide an evaluation of the pool chemical feed system.
- H. Provide an evaluation of the bathhouse including ADA compliance issues.
- I. Provide an evaluation of the existing electrical system serving the pool/bathhouse and Community Center.
- J. Provide an evaluation of the overall site conditions including parking, landscaping, etc.
- K. Provide an opinion of the life expectancy of the pool facility.
- L. Consider needs of future users in concepts.
- M. Consider the possible needs of Wayne State College and Wayne Community Schools through information provided by Pool Committee.
- N. Provide demographics of the Wayne area.
- O. Identify existing aquatic facilities within a 50 mile radius of Wayne.
- P. Provide a cost opinion for each option.
- Q. Provide Operation and Maintenance opinions of costs for indoor or outdoor facilities.
- R. Develop General Layout Drawings for presentation and discussion of options with Public.

Meetings

- A. Attend kick-off meeting with the Pool Committee to develop ideas to be incorporated into Options 1-5 listed above.
- B. Attend one site visit to gather data for the study including photos of the existing facility.
- C. Attend one meeting with the City staff to present the findings and preliminary draft of the study.
- D. Attend one meeting to review the draft of the study with the Pool Committee and City.
- E. Attend and conduct a town hall to review pool survey results and gather input from the public/users.
- F. Attend one meeting to review the final draft to the Pool Committee.
- G. Attend one meeting with the City Council to present the final study and report.
- H. An artistic rendering of the chosen option will be provided.

Fee

Total Price..... \$ 9,895.00 (Lump Sum)

Additional Services not Included in Proposal:

- Geotechnical investigation and testing (estimated at from \$1,500 to \$2,000)
- Permit or review fees are not included in this agreement
- Private utilities – location and alignment

Exclusions from Proposal:

- Environmental studies or investigations
- Ecological studies or investigations
- Archaeological studies or investigations
- Wetlands determination or mitigation
- Flood plain studies or determinations
- Payment of any permit fees

Proposed Timeline:

JEO Consulting Group, Inc anticipates a 120-day timeline after notice to proceed.
It is desirable to evaluate the existing pool while in operation.

Deliverables:

15 Copies of the final study report will be provided.
Full size and half size Artist rendering.

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

6.01.B Standard Terms and Conditions

- A. **Standard of Care:** The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. **Independent Contractor:** All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
- C. **Payments to ENGINEER:** Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's invoice thereof, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven (7) 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.
- D. **Insurance:** ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.
- E. **Indemnification and Allocation of Risk:**
 1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.
 2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

- OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages, and expenses caused in part by negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
 4. In addition to the indemnity provided under paragraph B.601.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (ii) nothing in this paragraph B.601.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
- F. Termination of Contract: Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to Engineer all amounts owing the ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- G. Access: OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- H. Hazardous Environmental Conditions: It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) 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. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.
- I. Patents: ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising there from. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patent or copyrights.
- J. Ownership and Reuse of Documents: All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall

retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

K. Use of Electronic Media:

1. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types are furnished by ENGINEER to OWNER are only for conveniences of OWNER. Any conclusion information obtained or derived from such electronic files will be at the user's sole risk.
2. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.
3. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
4. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within sixty (60) day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

L. Opinions of Probable Construction Cost:

1. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
2. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

M. Opinion of Total Project Costs:

1. Total Project Costs are the sum of the probable Construction Cost, allowances for contingences, the estimated total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's cost for legal, accounting, insurance counseling or auditing services, and interest and financing

charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

2. ENGINEER's assumes no responsibility for the accuracy of opinions of Total Project Costs.
- N. Force Majeure: ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.
- O. Assignment: Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- P. Binding Effect: This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
- Q. Severability and Waiver of Provisions: Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agreed that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- R. Survival: All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason.
- S. Headings: The headings used in this Agreement are for general reference only and do not have special significance.
- T. Controlling Law: This Agreement is to be governed by the law of the state in which the ENGINEER's principal office is located.
- U. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to annual review and adjustment. Reimbursable expense rates in effect on the date of the Agreement are:

Facsimile	\$ _____/page
8" x 11" Copies/Impression	\$ _____/page
Blue Print Copies	\$ _____/sq. ft.
Reproducible Copies (Mylar)	\$ _____/sq. ft.
Reproducible Copies (Paper)	\$ _____/sq. ft.
Mileage (auto)	\$ _____/mile
Field Truck Daily Charge	\$ _____/day
Mileage (Field Truck)	\$ _____/mile
Field Survey Equipment	\$ _____/day
Computer CPU Charge	\$ _____/hour
Personal Computer Charge	\$ _____/hour
CAD Charge	\$ _____/hour
CAE Terminal Charge	\$ _____/hour
VCR and Monitor Charge	\$ _____/day, \$ _____/week, or \$ _____/month
Video Camcorder	\$ _____/day, plus \$ _____/tape
Electrical Meters Charge	\$ _____/week, or \$ _____/month
Flow Meter Charge	\$ _____/week, or \$ _____/month
Rain Gauge	\$ _____/week, or \$ _____/month
Sampler Charge	\$ _____/week, or \$ _____/month
Dissolved Oxygen Tester Charge	\$ _____/week
Fluorometer	\$ _____/week
Laboratory Pilot Testing Charge	\$ _____/week, or \$ _____/month
Soil Gas Kit	\$ _____/day
Submersible Pump	\$ _____/day
Water Level Meter	\$ _____/day, or \$ _____/month
Soil Sampling	\$ _____/sample
Groundwater Sampling	\$ _____/sample
Health and Safety Level D	\$ _____/day
Health and Safety Level C	\$ _____/day
Electronic Media Charge	\$ _____/hour
Long Distance Phone Calls	cost
Meals and Lodging	cost

This is EXHIBIT SR-D consisting of 1 pages.

Standard hourly Rates Schedule

Standard Hourly Rates are subject to periodic review and adjustment. Hourly rates for services in effect on the day of the Agreement are:

Project Managers:	\$97.00	-	\$171.00
Project Engineers:	\$75.00	-	\$145.00
Project Engineers (E.I.T.):	\$75.00	-	\$90.00
Engineering/Surveying/ Architectural/Planning Technicians:	\$65.00	-	\$90.00
Office/Administrative:	\$69.00	-	\$91.00
Principals:			\$193.00



February 14, 2012

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

RE: Wayne, NE
2009-2010 Wastewater Treatment Facility Improvements, Phase I
JEO Project No. 090621 / 617S7

Dear Lowell:

Enclosed for the Council's consideration are four (4) copies of the following documents.

- Change Order No. 5
- Application for Payment No. 17
- Recommendation of Acceptance

Change Order No. 5 reflects the minor changes made as the project was completed or started up. The changes include the following: (1) the water main was found to go under the existing entrance road rather than in the terrace per locates provided during the survey and as-built plans for old facility which necessitated a minor extension and removal and replacement of a portion of the drive; (2) insertion of a valve during start up as recommended by the manufacturer to allow operators the ability to service and protect the grit pump and classifier units; and (3) the field adjustment of the elevation of the drum screen to improve overhead clearance into the building. The project is substantially complete but per contract documents, the sidewalks are to be installed in the spring. However our contract completion dates do not reflect this thus the Change Order also extends completion of the project for installation of sidewalks, final grading and seeding only. JEO recommends approval of Change Order No. 5 in the amount of \$7,980.68 and the time extension.

Application for Payment No. 17 reflects that the existing project is complete and Contractor is requesting release of retainage. Because the sidewalks are not a specific line item, it has been agreed as progress meetings that the City will withhold \$50,000 until the sidewalks and final site work are complete but that the remainder of the retainage could be released. Therefore, the Contractor is requesting payment in the amount of \$251,176.50.

Lastly, enclosed for Council's consideration is a Recommendation of Acceptance for the project. Substantial completion was set for September 5, 2011 by contract and clear water testing began approximately September 9, 2011 with wastewater introduced September 15, 2011. The first test sample was collected on September 29, 2011 and the contract indicated approximately a 30 day startup period. Thus we recommend the Phase 1 work be accepted as completed as of October 5, 2011.

City of Wayne
February 14, 2012
Page 2

The clarifier and sludge pump modifications were scheduled to be completed in the next 120 days and the contract completion date was set for February 4, 2012. Therefore, we recommend this work be accepted as completed as of February 4, 2012.

If accepted, these dates will represent the beginning of the one year warranty on these items. The Recommendation of Acceptance is enclosed for your signature.

Upon approval of the these document, please return all copies to JEO so that we can obtain the contractor's signature and forward to NDEQ for approval. We will then return to you your file copy after approval is obtained.

Sincerely,



Roger S. Protzman, P.E.
Project Manager

RSP:skw
Enclosures

Pc: Garry Poutre (via email)

CHANGE ORDER NO. 5

DATE OF ISSUANCE: February 10, 2012 EFFECTIVE DATE: _____

OWNER: City of Wayne, NE
 CONTRACTOR: Eriksen Construction Co., Inc.
 Project: 2009-2010 Wastewater Treatment Facility Improvements, Phase 1
 JEO Project No.: 617S7
 ENGINEER: JEO Consulting Group, Inc.

You are directed to make the following changes in the Contract Documents:

- Waterline extension under the existing road = \$2,306.94
- Raise the drum screen by 12" = \$4,785.94
- Install the plug valve on the grit line = \$905.56

Reason for Change Order:

Extend contract time to install sidewalks, final grading, and seeding, per contract documents.

Attachments: Documentation of costs from Eriksen Construction

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$ 5,098,770.00
Net Increase (Decrease) from previous Change Orders No.: 1 to 3:	\$ 68,452.90
Contract Price prior to this Change Order:	\$ 5,167,222.90
Net increase (decrease) of this Change Order:	\$ 7,980.68
Contract Price with all approved Change Orders:	\$ 5,175,203.58

RECOMMENDED: JEO Consulting Group, Inc.

By: 
 ENGINEER (Authorized Signature)
 Date: 2/14/12

ACCEPTED: Eriksen Construction Co., Inc.

By: _____
 CONTRACTOR (Authorized Signature)

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	Aug. 5th, 2011
Operational:	120 days from Operation
Ready for final payment:	(days or dates)
Net change from previous Change Orders No.: 1 to 4	Sept. 5th, 2011
Operational:	120 days from Operation
Ready for final payment:	(days)
Contract Times prior to this Change Order:	Sept. 5th, 2011
Operational:	120 days from Operation
Ready for final payment:	(days or dates)
Net increase (decrease) this Change Order:	N/A
Operational:	June 1, 2012
Ready for final payment:	(days or dates)
Contract Times with all approved Change Orders:	N/A
Operational:	June 1, 2012
Ready for final payment:	(days or dates)

APPROVED: City of Wayne, Nebraska

By: _____
 OWNER (Authorized Signature)
 Date: _____

Date: _____

**2009-2010 Wastewater Treatment Facility Improvements, Phase 1
Wayne, Nebraska
Project No. 617S7**

February 10, 2012

CHANGE ORDER NO. 5

Owner: City of Wayne, NE

Contractor: Eriksen Construction Co., Inc.

ORIGINAL CONTRACT AMOUNT:		\$ 5,098,770.00
Change Order No. 1	\$ 3,810.83	
Change Order No. 2	\$ 4,226.63	
Change Order No. 3	\$ 55,887.03	
Change Order No. 4	\$ 4,528.41	
Subtotal		\$ 5,167,222.90

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADD	DEDUCT
1	1	LS	Waterline extension under the existing road	\$ 2,306.94	\$ 2,306.94	
2	1	LS	Raise the drum screen by 12"	\$ 4,785.94	\$ 4,785.94	
3	1	LS	Install plug valve on the grit line	\$ 887.80	\$ 887.80	
Net Increase / Decrease This Change Order					\$ 7,980.68	\$ -
Original Contract Amount					\$	5,098,770.00
Previous Change Orders Net Increase / Decrease					\$	68,452.90
NEW CONTRACT AMOUNT					\$	5,175,203.58

Eriksen Construction Co., Inc.

Cost Issue / Proposal Quotation No.: PR-009

Project: Wayne WWTP
 Project No.: 559
 Date: 6/29/2011

Cost Code & Description	Quantity	Unit Costs			Extended Costs				
		Material	Labor	Equip.	Material	Labor	Equip.	Other	
General Conditions									
01000 Project Manager	1 /hr	\$ -	\$ 80.00	\$ -	\$ 10.00	\$ 5.00	\$ 80.00	\$ 10.00	\$ 5.00
01000 Superintendent	0.5 /hr	\$ -	\$ 75.00	\$ -	\$ 10.00	\$ 5.00	\$ 37.50	\$ 5.00	\$ 2.50
Mechanical									
15000 Install 4" Plug Valve	1 ea	\$ 444.50	\$ 75.00	\$ 10.00	\$ 444.50	\$ 5.00	\$ 75.00	\$ 10.00	\$ 5.00
15000	0 ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15000	0 ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	ea	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax:		0% Labor Burden:	5% Equipment Maintenance:	5% Other Adjustment:	0% Subtotals:				
							Material		
							Labor		
							Equipment		
							Other		
							Fee	15%	
Fee on Self Performed Work									\$ 115.80
Total Self Performed Work									\$ 887.80

APPLICATION FOR PAYMENT NO. 17

To: City of Wayne, Nebraska
 From: Eriksen Construction Company, Inc.
 Contract For: 2009 - 2010 Wastewater Treatment Facility Improvements, Phase I
 ENGINEER's Project No. 090621 (617S7)
 For Work accomplished through the date of: 1/30/2011

1. Original Contract Price:	<u>\$5,098,770.00</u>
2. Net change by Change Orders and Written Amendments (+ or -):	<u>\$ 63,924.49</u>
3. Current Contract Price (1 plus 2):	<u>\$ 5,162,694.49</u>
4. Total completed and stored to date:	<u>\$5,162,694.49</u>
5. Percent of Project Completed <u>100%</u>	
6. Retainage (per agreement):	
<u>0%</u> of completed Work and Stored Materials: <u>\$ 50,000.00</u>	
(10% of the first 50% of work completed & stored)	
Total Retainage:	<u>\$ 50,000.00</u>
7. Total completed and stored to date less retainage (4 minus 6):	<u>\$ 5,112,694.49</u>
8. Less previous Application for Payments:	<u>\$ 4,861,517.99</u>
9. DUE THIS APPLICATION (7 MINUS 8):	<u>\$ 251,176.50</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 16 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 1/31/12

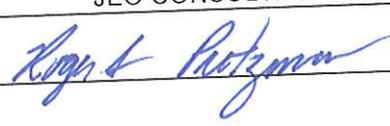
ERIKSEN CONSTRUCTION COMPANY, INC.

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 2/14/12

JEO CONSULTING GROUP, INC.

By: 

APPLICATION APPROVED BY:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

ERIKSEN CONSTRUCTION CO., INC.
Continuation Sheet

Application and Certificate for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest Dollar.

Application Number: 16
Application Date: 12/30/2011
Period From: 11/30/2011
Period To: 12/30/2011
Eng. Project No.: 617S7

Use Column 1 on Contracts where variable retainage for line items may apply.

Retainage: 10%										
A No.	B Description of Work	C Scheduled Value	D Work Completed			G Total Completed and Stored to Date D+E+F	H % G/C	I C-G	Retainage	
			Previous Applications	Work In Place	Stored Materials					
										E This Application
1	Bonds and Insurance	75,000.00	75,000.00	-	0.00	75000.00	100%	-	-	
2	Mobilization	68,680.00	68,680.00	-	0.00	68680.00	100%	-	-	
3	Site Clearing	85,360.00	85,360.00	-	0.00	85360.00	100%	-	-	
4	Grading	25,660.00	24,383.00	1,277.00	0.00	25660.00	100%	-	-	
5	Excavation	50,724.00	50,724.00	-	0.00	50724.00	100%	-	-	
6	Aquarius Tank Rock Base & Sub	39,780.00	39,780.00	-	0.00	9780.00	100%	-	-	
7	Fill	9,780.00	9,780.00	-	0.00	80126.00	100%	-	-	
8	Backfill	80,126.00	80,126.00	-	0.00	19375.00	100%	-	-	
9	Surcharge	19,375.00	19,375.00	-	0.00	34607.00	100%	-	-	
10	Staging Area	34,607.00	34,607.00	-	0.00	2120.00	100%	-	-	
11	Demolition	2,120.00	2,120.00	-	0.00	2163.00	100%	-	-	
12	Rock Around Lift Station	2,163.00	2,163.00	-	0.00	15000.00	100%	-	-	
13	Erosion Control	15,000.00	15,000.00	-	0.00	40783.00	100%	-	-	
14	Fence	40,783.00	21,000.00	19,783.00	0.00	5000.00	100%	-	-	
15	Seeding	5,000.00	-	5,000.00	0.00	32000.00	100%	-	-	
16	Pavement	32,000.00	32,000.00	-	0.00	294000.00	100%	-	-	
17	Concrete	294,000.00	294,000.00	-	0.00	196100.00	100%	-	-	
18	Rebar	196,100.00	196,100.00	-	0.00	2500.00	100%	-	-	
19	Hollow Core	2,500.00	2,500.00	-	0.00	151450.00	100%	-	-	
20	Masonry	151,450.00	151,450.00	-	0.00	65000.00	100%	-	-	
21	Misc. Metals	65,000.00	65,000.00	-	0.00	21000.00	100%	-	-	
22	Handrails/Stairs/Grating	21,000.00	21,000.00	-	0.00	4400.00	100%	-	-	
23	Final Clarifier Demo	4,400.00	4,400.00	-	0.00	250000.00	100%	-	-	
24	Flat Covers	250,000.00	250,000.00	-	0.00	28500.00	100%	-	-	
25	Carpentry	28,500.00	28,500.00	-	0.00	10500.00	100%	-	-	
26	Trusses	10,500.00	10,500.00	-	0.00	3500.00	100%	-	-	
27	Water Repellants	3,500.00	3,500.00	-	0.00	1000.00	100%	-	-	
28	Insulation	1,000.00	1,000.00	-	0.00	3000.00	100%	-	-	
29	Gutters	3,000.00	3,000.00	-	0.00	8000.00	100%	-	-	
30	Joint Sealants	8,000.00	8,000.00	-	0.00	7800.00	100%	-	-	
31	Doors & Hardware	7,800.00	7,800.00	-	0.00	12000.00	100%	-	-	
32	Overhead Doors	12,000.00	12,000.00	-	0.00	1000.00	100%	-	-	
33	Drywall	1,000.00	1,000.00	-	0.00	45000.00	100%	-	-	
34	Painting	45,000.00	45,000.00	-	0.00	4700.00	100%	-	-	
35	Toilet Accessories	4,700.00	4,700.00	-	0.00	200000.00	100%	-	-	
36	Grit and Screw Classifier System	200,000.00	200,000.00	-	0.00	33000.00	100%	-	-	
37	Submersible Lift Station Pumps	33,000.00	33,000.00	-	0.00	4800.00	100%	-	-	
38	Rotary Lobe Pumps	4,800.00	4,800.00	-	0.00	165000.00	100%	-	-	
39	Scraper Clarifiers	165,000.00	165,000.00	-	0.00	98000.00	100%	-	-	
40	Verticle Fine Screen	98,000.00	98,000.00	-	0.00	142500.00	100%	-	-	
41	Interally Fed Drum Screen & Comp	142,500.00	142,500.00	-	0.00	14000.00	100%	-	-	
42	Gates	14,000.00	14,000.00	-	0.00	1326600.00	100%	-	-	
43	Aquarius MSABP	1,326,600.00	1,326,600.00	-	0.00	64050.00	100%	-	-	
44	Positive Displacement Blower	64,050.00	64,050.00	-	0.00	11865.00	100%	-	-	
45	Casework/Counter Top	11,865.00	11,865.00	-	0.00	13650.00	100%	-	-	
46	Hoist/Trolley/Crane	13,650.00	13,650.00	-	0.00	117600.00	100%	-	-	
47	Valves	117,600.00	117,600.00	-	0.00			-	-	

Application and Certificate for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest Dollar.

Application Number: 16
 Application Date: 12/30/2011
 Period From: 11/30/2011
 Period To: 12/30/2011
 Eng. Project No.: 617S7

Use Column 1 on Contracts where variable retainage for line items may apply.

Retainage: 10%

A No.	B Description of Work	C Scheduled Value	E Work Completed			G Total Completed and Stored to Date D+E+F	H % G/C	I C-G	I Retainage
			D Previous Applications	E Work In Place	F Stored Materials				
48	Yard Piping	238,975.00	238,975.00	-	0.00	238975.00	100%	-	-
49	Manholes	174,900.00	174,900.00	-	0.00	174900.00	100%	-	-
50	Process Piping	98,322.00	98,322.00	-	0.00	98322.00	100%	-	-
51	Mechanical	86,000.00	86,000.00	-	0.00	86000.00	100%	-	-
52	Electrical	613,900.00	613,900.00	-	0.00	613900.00	100%	-	-
53		0.00	-	-	0.00	0.00	0%	-	-
		5,098,770.00	5,072,710.00	26,060.00	0.00	5098770.00	100%	-	50,000.00
CHANGE ORDERS									
CO1	Change Order No. 1	3,810.83	3,810.83	-	0.00	3810.83	100%	-	-
CO2	Change Order No. 2	4,226.63	4,226.63	-	0.00	4226.63	100%	-	-
CO3	Change Order No. 3	55,887.03	55,887.03	-	0.00	55887.03	100%	-	-
		5,162,694.49	5,136,634.49	26,060.00	0.00	5162694.49	100%	-	50,000.00

RESOLUTION NO. 2012-12

A RESOLUTION ACCEPTING WORK ON THE “2009-2010 WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT”.

WHEREAS, on the 6th day of July, 2010, the City of Wayne approved Resolution No. 2010-41 awarding the contract on the “2009-2010 Wastewater Treatment Facility Improvements Project” to Eriksen Construction; and

WHEREAS, the contract has been completed according to the terms and specifications of the plans and specifications and according to the report of the project engineer, Olsson Associates.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Recommendation of Acceptance by the project engineer, JEO Consulting Group, Inc., for the work in the “2009-2010 Wastewater Treatment Facility Improvements Project” be and the same is hereby accepted.

PASSED AND APPROVED this 21st day of February, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "E"
RECOMMENDATION OF ACCEPTANCE

DATE OF ISSUANCE: February 10, 2012

OWNER: City of Wayne, Nebraska

CONTRACTOR: Eriksen Construction Co., Inc.

Contract: 2009-2010 Wastewater Treatment Facility Improvements, Phase 1, Wayne, Nebraska

Project: 2009-2010 Wastewater Treatment Improvements, Phase 1

OWNER's Contract No.: _____

ENGINEER's Project No.: 617S7

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

To: City of Wayne, Nebraska
OWNER

And To: Eriksen Construction Co., Inc.
CONTRACTOR

The Work to which this Recommendation of Acceptance applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on October 5, 2011 for Phase I work and February 4, 2012 for Final Clarifiers and Sludge Pumps, expressly subject to the provisions of the related Agreement documents and the terms and conditions set forth herein.

CONDITIONS OF RECOMMENDATION OF ACCEPTABILITY OF WORK

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

1. Said Recommendation is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Recommendation reflects and is an expression of the professional judgment of ENGINEER.
3. Said Recommendation is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Recommendation is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced herein, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced herein.

5. Said Recommendation is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced herein nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents. The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: Responsible for security, operation, safety and maintenance.

CONTRACTOR: Responsible for the one-year warranty and guarantee shall commence to run as of the dates of acceptance by the OWNER. Contractor to complete sidewalks, top soil grading and seeding by June 1, 2012.

The following documents are attached to and made a part of this Recommendation of Acceptance: NA

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

Executed by ENGINEER on 2/14/12
Date

JEO Consulting Group, Inc.
ENGINEER

By: *Ray S. Prodzman*
(Authorized Signature)

CONTRACTOR accepts this Recommendation of Acceptance on _____
Date

Eriksen Construction Co., Inc.
CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Recommendation of Acceptance on _____
Date

City of Wayne, Nebraska
OWNER

By: _____
(Authorized Signature)



D.A. Davidson & Co.
member SIPC

CITY OF WAYNE, NEBRASKA

DISCUSSION AND RECOMMENDATION

Issue Public Safety Tax Anticipation Bonds ***Fund Portion of Cost of New Pumper Fire Truck***

Recommended \$355,000

May 1, 2028 Final Maturity

***(Secured by Stand-by Tax Pledge Under
Authority of Statutory Section 18-1202)***

Paid by annual transfer from Enterprise Funds

Issue Electric Revenue Bonds

Fund Various Electric System Improvements

Recommended \$2,150,000

June 15, 2028 Final Maturity

Paid Solely from Electric System Net Earnings

D.A. Davidson & Co.

Phil Lorenzen

Omaha, NE

402-392-7902

fax 402-392-7908

email: plorenzen@dadco.com

***Note: These calculations
are preliminary and are
subject to change based
on market conditions***

*Issuance of
Public Safety Tax Anticipation Bonds
Estimated \$355,000
Series 2012, Dated March 27, 2012*

In the opinion of Bond Counsel, under existing laws, regulations and court decisions and subject to the qualifications set forth herein under "TAX EXEMPTION," interest on the Bonds is not includable in gross income for purposes of regular federal and Nebraska state income taxation. Interest on the Bonds is not subject to the alternative minimum tax imposed on individuals under the Internal Revenue Code of 1986, as amended (the "Code"), but may be required to be included in the calculation of adjusted current earnings to be used in computing corporate alternative minimum taxable income. See the caption "TAX EXEMPTION" herein.

Offering Circular
Not Rated

Book-Entry-Only
Bank Qualified

\$490,000
CITY OF WAYNE, NEBRASKA
PUBLIC SAFETY TAX ANTICIPATION REFUNDING BONDS
Series 2010, (Limited Tax Bonds)

Dated: Date of Delivery

Due: May 1, as shown

The Treasurer of the City of Wayne, in Wayne, Nebraska is the Paying Agent and Registrar. Interest is payable May 1, 2011 and semiannually thereafter on May 1 and November 1. The Bonds are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of Bonds will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. See "BOOK-ENTRY-ONLY SYSTEM."

	<u>Principal Amount</u>	<u>Maturing May 1</u>	<u>Interest Rate</u>	<u>Price</u>
Balance } \$455,000	\$75,000 ^{\$490,000}	2012	1.00%	100
	80,000	2014	1.40	100
	90,000	2016	2.00	100
	95,000	2018	2.55	100
	100,000	2020	2.95	100
	50,000	2021	3.10	100

Provided, however, Bonds maturing on and after May 1, 2016 shall be callable at the option of the City any time on or after five years after the date of original issuance. In addition, the bonds maturing May 1, 2012, 2014, 2016, 2018 and 2020 shall be subject to call for redemption through application of a mandatory sinking fund payment, said bonds being callable by lot in the amount and on the dates as set out below at par plus accrued interest to the date of such call:

\$75,000 Principal Maturing May 1, 2012

\$35,000 to be called May 1, 2011
\$40,000 to mature May 1, 2012

\$90,000 Principal Maturing May 1, 2016

\$45,000 to be called May 1, 2015
\$45,000 to mature May 1, 2016

\$100,000 Principal Maturing May 1, 2020

\$50,000 to be called May 1, 2019
\$50,000 to mature May 1, 2020

\$80,000 Principal Maturing May 1, 2014

\$40,000 to be called May 1, 2013
\$40,000 to mature May 1, 2014

\$95,000 Principal Maturing May 1, 2018

\$45,000 to be called May 1, 2017
\$50,000 to mature May 1, 2018

The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriter and subject to the approval of legality by Baird Holm LLP, Omaha, Nebraska, Bond Counsel and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about November 8, 2010.



D.A. Davidson & Co.
member SIPC

CITY OF WAYNE, NEBRASKA
 PUBLIC SAFETY REFUNDING BONDS, SERIES 2010
 DATED 10/22/10-DATE OF SETTLEMENT 10/22/10 REFUND 2005 BONDS

 Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/ 1/11			5,121.25	5,121.25	
5/ 1/12	40,000.00	1.000000	5,121.25	45,121.25	50,242.50
11/ 1/12			4,921.25	4,921.25	
5/ 1/13	40,000.00	1.400000	4,921.25	44,921.25	49,842.50
11/ 1/13			4,641.25	4,641.25	
5/ 1/14	40,000.00	1.400000	4,641.25	44,641.25	49,282.50
11/ 1/14			4,361.25	4,361.25	
5/ 1/15	45,000.00	2.000000	4,361.25	49,361.25	53,722.50
11/ 1/15			3,911.25	3,911.25	
5/ 1/16	45,000.00	2.000000	3,911.25	48,911.25	52,822.50
11/ 1/16			3,461.25	3,461.25	
5/ 1/17	45,000.00	2.550000	3,461.25	48,461.25	51,922.50
11/ 1/17			2,887.50	2,887.50	
5/ 1/18	50,000.00	2.550000	2,887.50	52,887.50	55,775.00
11/ 1/18			2,250.00	2,250.00	
5/ 1/19	50,000.00	2.950000	2,250.00	52,250.00	54,500.00
11/ 1/19			1,512.50	1,512.50	
5/ 1/20	50,000.00	2.950000	1,512.50	51,512.50	53,025.00
11/ 1/20			775.00	775.00	
5/ 1/21	50,000.00	3.100000	775.00	50,775.00	51,550.00
	455,000.00		67,685.00	522,685.00	
ACCRUED	455,000.00		67,685.00	522,685.00	

Dated 5/ 1/11 with Delivery of 5/ 1/11
 Bond Years 2,615.000
 Average Coupon 2.588337
 Average Life 5.747253
 N I C % 2.588337 % Using 100.0000000
 T I C % 2.572644 % From Delivery Date
 Arbitrage Yield 2.572644 %

Filename: WAYNE Key: PUBSAP1050111

Remaining Balance of Series 2010 Refunding Bonds
 Equals \$455,000, Final Maturity May 1, 2021

Series 2010 Bonds Remain Outstanding, To Be Paid on Schedule

Issue New Money Series 2012 Bonds With
 Principal Payments Following Principal of Series 2010 Bonds

In the opinion of Bond Counsel, under existing laws, regulations and court decisions and subject to the qualifications set forth herein under "TAX EXEMPTION," interest on the Bonds is not includable in gross income for purposes of regular federal and Nebraska state income taxation. Interest on the Bonds is not subject to the alternative minimum tax imposed on individuals under the Internal Revenue Code of 1986, as amended (the "Code"), but may be required to be included in the calculation of adjusted current earnings to be used in computing corporate alternative minimum taxable income. See the caption "TAX EXEMPTION" herein.

PRELIMINARY OFFERING CIRCULAR DATED _____, 2012

Refunding Issue
Not Rated

\$355,000
CITY OF WAYNE, NEBRASKA
Public Safety Tax Anticipation Bonds
Series 2012

Book-Entry-Only
Bank Qualified

Dated: Date of Delivery

Due: May, as shown

The Treasurer of the City of Wayne, in Wayne, Nebraska is the Paying Agent and Registrar. Interest is payable November 1, 2012 and semiannually thereafter on May 1 and November 1. The Bonds are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Principal of and interest on the Bonds is payable to holders of record on the fifteenth day immediately preceding the payment date. Purchases of Bonds will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. See "BOOK-ENTRY-ONLY SYSTEM."

<u>Principal Amount</u>	<u>Maturing May 1</u>	<u>Interest Rate</u>	<u>Price</u>
\$ 40,000	2022		
45,000	2023		
50,000	2024		
50,000	2025		
55,000	2026		
55,000	2027		
60,000	2028		

The Bonds are callable in whole or in part anytime on or after the five-year anniversary of the date of delivery of the bonds, at par plus accrued interest to the date fixed for redemption.

The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriter and subject to the approval of legality by Baird Holm LLP, Omaha, Nebraska, Bond Counsel and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about _____, 2012.

PURPOSE: The purpose of the Bonds is to provide funds to pay a portion of the costs of the acquisition of certain public safety equipment principally consisting of a new pumper fire truck together with related public safety equipment and, to pay costs of underwriting and issuance associated with the Series 2012 Bonds.

A portion of the proceeds will be applied toward payment of interest to accrue on the Bonds and for the payment of certain issuance expenses, including, but not limited to, Bond Attorney, City Attorney, bond and Offering Circular printing, paying agent and registrar expenses, and underwriters' discount and other expenses related to the issuance of the Bonds.

Dated: _____, 2012



D.A. Davidson & Co.

member SIPC

CITY OF WAYNE, NEBRASKA
PUBLIC SAFETY BONDS, SERIES 2012
DATED 3/27/2012 FUNDS PORTION OF COST OF PUMPER FIRE TRUCK

=====
Sources and Uses of Funds
=====
Delivery Date: 3/27/12

Sources of Funds
=====

Par Amount of Bonds.....	\$355,000.00	
+Premium /-Discount.....	\$0.00	
Bond Proceeds.....		355,000.00
Cash on hand applied to costs.....		1,145.00
		\$356,145.00

Uses of Funds
=====

Deposit to Project Fund.....		350,070.00
Structuring, marketing, Underwriting....(1.500000%)...		5,325.00
Legal Opinion and Issuance Costs.....		750.00
Contingency.....		0.00
		\$356,145.00

Filename: WAYNE Key: PUBSAF2012A

CITY OF WAYNE, NEBRASKA
PUBLIC SAFETY BONDS, SERIES 2012
DATED 3/27/2012 FUNDS PORTION OF COST OF PUMPER FIRE TRUCK

=====
Combined Debt Service
=====
Delivery Date: 3/27/12

Date	Principal	Coupon	Interest	Period Total	Fiscal Total	Prior Debt Service	Combined Fiscal Total
11/ 1/12			5,459.97	5,459.97			
5/ 1/13			4,592.50	4,592.50	10,052.47	45,121.25	55,173.72
11/ 1/13			4,592.50	4,592.50			
5/ 1/14			4,592.50	4,592.50	9,185.00	49,282.50	58,467.50
11/ 1/14			4,592.50	4,592.50			
5/ 1/15			4,592.50	4,592.50	9,185.00	53,722.50	62,907.50
11/ 1/15			4,592.50	4,592.50			
5/ 1/16			4,592.50	4,592.50	9,185.00	52,822.50	62,007.50
11/ 1/16			4,592.50	4,592.50			
5/ 1/17			4,592.50	4,592.50	9,185.00	51,922.50	61,107.50
11/ 1/17			4,592.50	4,592.50			
5/ 1/18			4,592.50	4,592.50	9,185.00	55,775.00	64,960.00
11/ 1/18			4,592.50	4,592.50			
5/ 1/19			4,592.50	4,592.50	9,185.00	54,500.00	63,685.00
11/ 1/19			4,592.50	4,592.50			
5/ 1/20			4,592.50	4,592.50	9,185.00	53,025.00	62,210.00
11/ 1/20			4,592.50	4,592.50			
5/ 1/21			4,592.50	4,592.50	9,185.00	51,550.00	60,735.00
11/ 1/21			4,592.50	4,592.50			
5/ 1/22	40,000.00	2.250000	4,592.50	44,592.50	49,185.00		49,185.00
11/ 1/22			4,142.50	4,142.50			
5/ 1/23	45,000.00	2.350000	4,142.50	49,142.50	53,285.00		53,285.00
11/ 1/23			3,613.75	3,613.75			
5/ 1/24	50,000.00	2.500000	3,613.75	53,613.75	57,227.50		57,227.50
11/ 1/24			2,988.75	2,988.75			
5/ 1/25	50,000.00	2.600000	2,988.75	52,988.75	55,977.50		55,977.50
11/ 1/25			2,338.75	2,338.75			
5/ 1/26	55,000.00	2.700000	2,338.75	57,338.75	59,677.50		59,677.50
11/ 1/26			1,596.25	1,596.25			
5/ 1/27	55,000.00	2.750000	1,596.25	56,596.25	58,192.50		58,192.50
11/ 1/27			840.00	840.00			
5/ 1/28	60,000.00	2.800000	840.00	60,840.00	61,680.00		61,680.00
	355,000.00		123,757.47	478,757.47		517,563.75	996,321.22
ACCRUED	355,000.00		123,757.47	478,757.47		517,563.75	996,321.22

Dated 3/27/12 with Delivery of 3/27/12
Bond Years 4.733528
Average Coupon 2.614487
Average Life 13.333881
N I C % 2.614487 % Using 100.0000000
T I C % 2.610154 % From Delivery Date
Arbitrage Yield 2.610154 %

Filename: WAYNE Key: PUBSAF2012A

Note: These calculations
are preliminary and are
subject to change based
on market conditions

RESOLUTION NO. 2012-13

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

Section 1. The Mayor and Council hereby find and determine that it is necessary and appropriate to declare an official intent to issue tax-exempt bond anticipation notes or bonds by the City and, in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bond anticipation notes or bonds as proposed to be issued by the City in connection with the purchase and acquisition of public safety equipment consisting of a fire truck, and other related and necessary public safety and personnel equipment for said truck, for the City of Wayne, Nebraska.

Section 2. This resolution shall stand as a statement of the official intent of the City under Regulation Section 1.150-2 and for such purpose the following information is hereby given:

1. A general functional description of the project for which expenditures may be made and reimbursement from bond anticipation notes or bond proceeds for the purchase and acquisition of public safety equipment consisting of a fire truck and other related necessary public safety and personnel equipment for said truck for the City of Wayne, Nebraska.
2. The principal amount of notes or bonds expected to be issued by the City for that portion of improvements pertaining to this reimbursement resolution is estimated to be and amount not to exceed \$575,000.

PASSED AND APPROVED this 21st day of February, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-7

AN ORDINANCE AUTHORIZING THE ISSUANCE OF PUBLIC SAFETY TAX ANTICIPATION BONDS OF THE CITY OF WAYNE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$355,000) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION OF CERTAIN PUBLIC SAFETY EQUIPMENT AND FACILITIES; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASERS; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE,
NEBRASKA:

Section 1. The Mayor and Council of the City of Wayne, Nebraska, hereby find and determine: That it is necessary for the City to provide funds for the purpose of paying the costs of the acquisition of certain public safety equipment principally consisting of a new pumper Fire Truck together with related public safety equipment; that the cost of said equipment is not less than \$575,000; that the City has on hand certain funds which will be applied to pay a portion of the cost of acquisition; that in order to pay the remaining portion of the costs for such equipment it is necessary and advisable for the City to issue its Public Safety Tax Anticipation Bonds in an amount not less than \$355,000, that the taxable valuation of all taxable property within the City as most recently determined, is \$179,315,556; that pursuant to Section 18-1201, R.R.S. Neb. 2007, the Mayor and Council of the City of Wayne have provided for the levying of a special tax, all as more specifically described in Section 12 hereof; that the City previously issued \$490,000 of its Public Safety Tax Anticipation Refunding Bonds, Series 2010, dated November 8, 2010, issued pursuant to Section 18-1202 R.R.S. Neb. 2007, of which the remaining outstanding principal balance is \$455,000 (the "Prior Bonds"); that all conditions, acts and things required by law to exist or to be

*Issuance of
Electric Revenue Bonds
Estimated \$2,150,000
Series 2012, Dated March 27, 2012*

In the opinion of Baird Holm LLP, Omaha, Nebraska, Bond Counsel, assuming continuing compliance with certain restrictions described herein, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2009 Bonds is not includable in gross income for federal income tax payers generally. See the caption "TAX EXEMPTION" herein. Under existing laws of the State of Nebraska, the Series 2009 Bonds and the income therefrom are exempt from all taxation in the State of Nebraska, except for transfer and estate taxes.

Bank Qualified
Not Rated

Official Statement
Book-Entry-Only

\$1,535,000
CITY OF WAYNE, NEBRASKA
ELECTRIC REVENUE REFUNDING BONDS
Series 2009

Dated: February 15, 2009

Due: June 15, as shown below

The Treasurer of the City of Wayne in Wayne, Nebraska is the Paying Agent and Registrar. Interest is payable commencing June 15, 2009 and semiannually thereafter on December 15 and June 15. The Bonds are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of Bonds will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. See "BOOK-ENTRY-ONLY SYSTEM."

<u>Amount</u>	<u>Maturing June 15</u>	<u>Interest Rate</u>	<u>Price</u>
\$235,000	2010	1.55%	100
250,000	2011	2.00	100
255,000	2012	2.30	100
260,000	2013	2.55	100
265,000	2014	2.70	100
270,000	2015	3.05	100

Handwritten notes: "Paid" with a checkmark next to the 2010 row. A bracket on the left side groups the 2011-2015 rows, with "\$1,050,000 Balance" written next to it.

Provided, however bonds maturing on or after June 15, 2014 are subject to redemption in whole or in part prior to maturity at any time on or after February 15, 2014, at par plus accrued interest to the date set for redemption. The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriter and subject to the approval of legality by Baird Holm LLP, Omaha, Nebraska, Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about March 26, 2009.



D.A. Davidson & Co.
member SIPC

CITY OF WAYNE, NEBRASKA (Note: 2009 Bonds paid with cash)
 ELECTRIC REVENUE REFUNDING BONDS, SERIES 2009, Dated 2/15/09
 REFUNDS BALANCE OF SERIES 2003 BONDS DUE 6/15/10 & LATER

 Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
6/15/ 9			12,175.83	12,175.83	12,175.83
12/15/ 9			18,263.75	18,263.75	
6/15/10	235,000.00	1.550000	18,263.75	253,263.75	271,527.50
12/15/10			16,442.50	16,442.50	
6/15/11	250,000.00	2.000000	16,442.50	266,442.50	282,885.00
12/15/11			13,942.50	13,942.50	
6/15/12	255,000.00	2.300000	13,942.50	268,942.50	282,885.00
12/15/12			11,010.00	11,010.00	
6/15/13	260,000.00	2.550000	11,010.00	271,010.00	282,020.00
12/15/13			7,695.00	7,695.00	
6/15/14	265,000.00	2.700000	7,695.00	272,695.00	280,390.00
12/15/14			4,117.50	4,117.50	
6/15/15	270,000.00	3.050000	4,117.50	274,117.50	278,235.00
	1,535,000.00		155,118.33	1,690,118.33	
ACCRUED			4,160.08	4,160.08	
	1,535,000.00		150,958.25	1,685,958.25	

Dated 2/15/ 9 with Delivery of 3/26/ 9
 Bond Years 5,996.667
 Average Coupon 2.586743
 Average Life 3.906623
 N I C % 2.586743 % Using 100.000000
 T I C % 2.585473 % From Delivery Date
 Arbitrage Yield 2.585473 %

Filename: WAYNE Key: ELECREF09E

Balance of Series 2009 Bonds Equals \$1,050,000
 Final maturity is June 15, 2015

Series 2009 Bonds Remain Outstanding
 New Money Bond Payments Follow Series 2009 Bonds

In the opinion of Baird Holm LLP, Omaha, Nebraska, Bond Counsel, assuming continuing compliance with certain restrictions described herein, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2012 Bonds is not includable in gross income for federal income tax payers generally. See the caption "TAX EXEMPTION" herein. Under existing laws of the State of Nebraska, the Series 2012 Bonds and the income therefrom are exempt from all taxation in the State of Nebraska, except for transfer and estate taxes.

Bank Qualified
Not Rated

Official Statement
Book-Entry-Only

\$2,150,000
CITY OF WAYNE, NEBRASKA
ELECTRIC REVENUE BONDS
Series 2012

Dated: Date of Original Issue

Due: June 15, as shown below

The Treasurer of the City of Wayne in Wayne, Nebraska is the Paying Agent and Registrar. Interest is payable commencing June 15, 2012 and semiannually thereafter on June 15 and December 15. The Bonds are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of Bonds will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. See "BOOK-ENTRY-ONLY SYSTEM."

<u>Amount</u>	<u>Maturing June 15</u>	<u>Interest Rate</u>	<u>Price</u>
\$150,000	2016	%	100
150,000	2017		100
155,000	2019		100
155,000	2020		100
160,000	2021		100
160,000	2022		100
165,000	2023		100
170,000	2024		100
175,000	2025		100
180,000	2026		100
185,000	2027		100
190,000	2028		100

Provided, however bonds maturing on or after June 15, 2017 are subject to redemption in whole or in part prior to maturity at any time on or after the fifth anniversary of their date of original issue, at par plus accrued interest to the date set for redemption.

The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriter and subject to the approval of legality by Baird Holm LLP, Omaha, Nebraska, Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about March 27, 2012.



D.A. Davidson & Co.

member SIPC

CITY OF WAYNE, NEBRASKA
 ELECTRIC REVENUE BONDS, SERIES 20121, DATED MARCH 27, 2012
 PAYS COST OF CURRENT SERIES OF IMPROVEMENTS

=====

Sources and Uses of Funds

=====

Delivery Date: 3/27/12

Sources of Funds
 =====

Par Amount of Bonds.....	\$2,150,000.00	
+Premium /-Discount.....	\$0.00	
Bond Proceeds.....		2,150,000.00
Use of Funds on Hand		
		\$2,150,000.00

Uses of Funds
 =====

Legal Opinion and Issuance Costs.....		3,000.00
Engineering and Contingency		
Fiscal, Marketing, Underwriting.....(1.350000%)...		29,025.00
Cooling Tower.....		900,000.00
RICE Collection System.....		750,000.00
Underground, Fairground Ave to 7th Street.....		150,000.00
Transformer/wiring, in Industrial Park.....		100,000.00
Debt Service Reserve.....		215,000.00
Contingency.....		2,975.00
		\$2,150,000.00

Filename: WAYNE Key: ELECREV12A

CITY OF WAYNE, NEBRASKA
ELECTRIC REVENUE BONDS, SERIES 2012I, DATED MARCH 27, 2012
PAYS COST OF CURRENT SERIES OF IMPROVEMENTS

=====

Combined Debt Service

=====

Delivery Date: 3/27/12

Date	Principal	Coupon	Interest	Period Total	Fiscal Total	Prior Debt Service	Combined Fiscal Total
6/15/12			9,927.72	9,927.72	9,927.72	268,942.50	278,870.22
12/15/12			22,910.13	22,910.13			
6/15/13			22,910.13	22,910.13	45,820.25	282,020.00	327,840.25
12/15/13			22,910.13	22,910.13			
6/15/14			22,910.13	22,910.13	45,820.25	280,390.00	326,210.25
12/15/14			22,910.13	22,910.13			
6/15/15			22,910.13	22,910.13	45,820.25	278,235.00	324,055.25
12/15/15			22,910.13	22,910.13			
6/15/16	150,000.00	1.000000	22,910.13	172,910.13	195,820.25		195,820.25
12/15/16			22,160.13	22,160.13			
6/15/17	150,000.00	1.150000	22,160.13	172,160.13	194,320.25		194,320.25
12/15/17			21,297.63	21,297.63			
6/15/18	150,000.00	1.400000	21,297.63	171,297.63	192,595.25		192,595.25
12/15/18			20,247.63	20,247.63			
6/15/19	155,000.00	1.650000	20,247.63	175,247.63	195,495.25		195,495.25
12/15/19			18,968.88	18,968.88			
6/15/20	155,000.00	1.900000	18,968.88	173,968.88	192,937.75		192,937.75
12/15/20			17,496.38	17,496.38			
6/15/21	160,000.00	2.100000	17,496.38	177,496.38	194,992.75		194,992.75
12/15/21			15,816.38	15,816.38			
6/15/22	165,000.00	2.250000	15,816.38	180,816.38	196,632.75		196,632.75
12/15/22			13,960.13	13,960.13			
6/15/23	165,000.00	2.335000	13,960.13	178,960.13	192,920.25		192,920.25
12/15/23			12,033.75	12,033.75			
6/15/24	170,000.00	2.500000	12,033.75	182,033.75	194,067.50		194,067.50
12/15/24			9,908.75	9,908.75			
6/15/25	175,000.00	2.600000	9,908.75	184,908.75	194,817.50		194,817.50
12/15/25			7,633.75	7,633.75			
6/15/26	180,000.00	2.700000	7,633.75	187,633.75	195,267.50		195,267.50
12/15/26			5,203.75	5,203.75			
6/15/27	185,000.00	2.750000	5,203.75	190,203.75	195,407.50		195,407.50
12/15/27			2,660.00	2,660.00			
6/15/28	190,000.00	2.800000	2,660.00	192,660.00	195,320.00		195,320.00
	2,150,000.00		527,982.97	2,677,982.97		1,109,587.50	3,787,570.47
ACCRUED	2,150,000.00		527,982.97	2,677,982.97		1,109,587.50	3,787,570.47

Dated 3/27/12 with Delivery of 3/27/12
 Bond Years 22,595.833
 Average Coupon 2.336639
 Average Life 10.509690
 N I C % 2.336639 % Using 100.0000000
 T I C % 2.318145 % From Delivery Date
 Arbitrage Yield 2.318145 %

Filename: WAYNE Key: ELECREV12A

Note: These calculations are preliminary and are subject to change based on market conditions

[DISCUSSION DRAFT DATED FEBRUARY 14, 2012]

ORDINANCE NO. 2012-8

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, AUTHORIZING THE ISSUANCE OF ELECTRIC REVENUE BONDS, SERIES 2012, OF THE CITY OF WAYNE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$2,150,000), FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF CERTAIN ELECTRIC SYSTEM IMPROVMENTS; PROVIDING FOR NECESSARY RESERVE FUNDS AND PAYING COSTS OF ISSUANCE OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE ELECTRIC PLANT AND DISTRIBUTION SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUE OF SAID ELECTRIC SYSTEM; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID BONDS; REPEALING ANY CONFLICTING ORDINANCES AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Wayne, Nebraska, hereby find and determine that (a) the City owns and operates an electric plant and distribution system which constitutes a revenue producing facility and undertaking within the meaning of such term as set forth in Sections 18-1803 to 18-1805 R.R.S. Neb. 2007; that said electric plant, system and facilities, taken together with all additions and improvements thereto hereafter acquired or constructed are herein referred to as the "Electric System;" (b) that there is presently outstanding bonded indebtedness of the City, consisting of Electric Revenue Refunding Bonds, Series 2009, dated February 15, 2009, issued in the original principal amount of \$1,535,000 of which the outstanding principal balance is \$1,050,000, maturing serially June 15, 2012 through June 15, 2015, both inclusive (the " Outstanding Series 2009 Bonds" or the "2009 Bonds")), for which the revenues of the Electric System have been pledged and hypothecated; and (c) that it is necessary and in the best interests of the City to acquire and construct certain improvements to the Electric System, the cost of which improvements, including engineering, costs of issuance and creation of required debt service reserve funds in not less than \$2,150,000; and that all conditions, acts and things required to exist or

**City of Wayne
Interoffice Memorandum**

Date: February 15, 2012
To: Mayor Chamberlain
Wayne City Council
From: Joel Hansen, Staff Liaison to Planning Commission
Re: Recommendation from February 6, 2012 Meeting



At their meeting held on February 6, 2012, the Wayne Planning Commission held a public hearing. This public hearing was the result of an application from a landlord to amend the zoning text regarding the definition of Family which limits the number of unrelated adults living in a single-family structure to no more than 4. I assisted the applicant in creating a new definition using the language from RDG, the consultant who reviewed our language and recommended changes, that was reviewed previously by the zoning steering committee. The staff recommendation to the Planning Commission was to allow up to 6 unrelated individuals to be considered a family provided that the lot was of sufficient size to provide 1,200 square feet per occupant and 1.25 parking spaces per occupant (either on the lot or on the terrace provided the area is paved). The rationale is that larger lots with plenty of space to provide for adequate parking are a good avenue to provide more housing without negatively impacting neighboring single-family homes.

I have attached a copy of the submitted application as well as some area maps to show how the new language would impact a couple of neighborhoods in the community.

The result of that public hearing is as follows:

Public Hearing: Amending Section 90-10 Definitions, Applicant: Gracie, LLC

The Planning Commission took evidence and testimony from the public at the hearing and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Brogie to approve and forward a recommendation of approval to the City Council to amend Section 90-10 Definitions, specifically Family, to allow no more than 6 unrelated individuals provided that 1.00 parking space is provided per occupant and the lot must be of sufficient size to provide 1,000 square feet per occupant, with the findings of fact being staff's recommendation, consistency with the Comprehensive Plan, and the current and future land use maps. Chair Melena stated the motion and second. Roll call vote was taken with the following: Commissioner Brogie – aye; Commissioner Carstens – aye; Commissioner Hill – aye; Commissioner Piper – aye; Commissioner Giese – aye; and Commissioner Sorensen – aye. All were in favor; Chair Melena declared the motion carried unanimously.

JJH:cb
Attachment

Family means one or more persons living together and sharing common living, sleeping, cooking, and eating facilities within an individual housing unit, and meeting one of the following criteria:

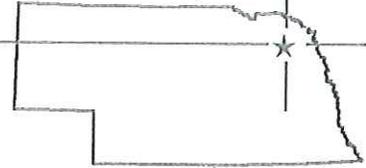
- (a) Persons related by blood, marriage, or adoption;
- (b) No more than 6 unrelated individuals provided:
 - i) 1.00 parking spaces are provided per occupant as defined by city code
 - ii) The lot must be of sufficient size to provide 1,000 square feet per occupant
- (c) Persons residing with a family for the purpose of adoption;
- (d) Not more than eight persons under 19 years of age, residing in a foster house licensed or approved by the State of Nebraska.
- (e) Not more than eight persons 19 years of age or older residing with a family for the purpose of receiving foster care licensed or approved by the State of Nebraska.
- (f) Person(s) living with a family at the direction of a court

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR AMENDING ZONING TEXT

Applicant GRACIE, LLC Date 9/09/11

Section of Ordinance to be Amended 90-10

Reason for Amending Text ALLOW FOR MORE THAN FOUR (4) UNRELATED ADULTS TO OCCUPY A SINGLE FAMILY USE DWELLING PROVIDED ADEQUATE PARKING IS AVAILABLE.

GRACIE, LLC
BY: Shawn & Nick, MEMBER
Applicant's Signature

Application Process:

1. An application requesting the amendment of the zoning ordinance and the reason for such amendment.
2. An application fee must be included with the request – current fee is \$200, which would cover the Planning Commission public hearing and the City Council public hearing.
3. Request for amendment of zoning language will be placed on the agenda of the Planning Commission for their next available meeting date and then a recommendation of approval or denial forwarded onto the City Council for their approval or denial of the same.

Public Hearing by: Planning Commission 2-6-12 City Council _____

Request Approved / Denied by Planning Commission Approved 2-6-12

Request Approved / Denied by City Council _____

Date Fee Paid: CK#1265 2/1/2012 \$200



Home of Wayne State College



Equal Housing Opportunity



311 EAST 9TH

820 WINDOM

821 NEBRASKA

814 WINDOM

815 NEBRASKA

11,250

9,000

809 NEBRASKA

808 WINDOM

7,650

5,850

803 NEBRASKA

808 EAST 8TH

5,625

812 EAST 8TH

820 EAST 8TH

5,625

721 NEBRASKA

718 WINDOM



603 WEST 3RD

521 WEST 3RD

515 WEST 3RD

511 WEST 3RD

220 SHERMAN

421 WEST 3RD

212 SHERMAN

215 SHERMAN

602 WEST 2ND

520 W 2ND

512 WEST 2ND

210 SHERMAN

211 SHERMAN

206 SHERMAN

604 WEST 2ND

508 WEST 2ND

504 WEST 2ND

420 WEST 2ND

603 WEST 2ND

517 WEST 2ND

515 WEST 2ND

509 WEST 2ND

120 SHERMAN

119 SHERMAN

600 WEST 1ST

520 WEST 1ST

514 WEST 1ST

510 WEST 1ST

502 WEST 1ST

105 SHERMAN

7,900

8,300

118 SHERMAN

11,850

11,850

11,250

11,250

7,500

7,500

3,000

4,500

ORDINANCE NO. 2012-9

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE I., SECTION 90-10 DEFINITIONS PERTAINING TO DEFINITION OF FAMILY.

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

Section 1. That Chapter 90, Article I., Section 90-10 Definitions is hereby amended to read as follows:

Family means one or more persons living together and sharing common living, sleeping, cooking, and eating facilities within an individual housing unit, and meeting one of the following criteria:

- (a) Persons related by blood, marriage, or adoption;
- (b) No more than 6 unrelated individuals provided:
 - i) 1.00 parking spaces are provided per occupant as defined by city code
 - ii) The lot must be of sufficient size to provide 1,000 square feet per occupant
- (c) Persons residing with a family for the purpose of adoption;
- (d) Not more than eight persons under 19 years of age, residing in a foster house licensed or approved by the State of Nebraska.
- (e) Not more than eight persons 19 years of age or older residing with a family for the purpose of receiving foster care licensed or approved by the State of Nebraska.
- (f) Person(s) living with a family at the direction of a court.

Section 2. That any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

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

PASSED AND APPROVED this ____ day of _____, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

OLD LANGUAGE:

Family means:

- (1) a. One, two, three, or four persons occupying a dwelling unit; or
b. Five or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.
- (2) It shall be presumptive evidence that five or more persons living in a single dwelling unit who are not related by blood, marriage or legal adoption do not constitute the functional equivalent of a traditional family.
- (3) In determining whether individuals are living together as the functional equivalent of a traditional family, the following criteria must be present:
 - a. The group is one which in theory, size, appearance, structure and function resembles a traditional family unit;
 - b. The occupants must share the entire dwelling unit and live and cook together as a single housekeeping unit. A unit in which the various occupants act as separate roomers may not be deemed to be occupied by the functional equivalent of a traditional family;
 - c. The group shares expenses for food, rent or ownership costs, utilities and other household expenses;
 - d. The group is permanent and stable. Evidence of such permanency and stability may include:
 1. The presence of minor dependent children regularly residing in the household who are enrolled in local schools;
 2. Members of the household have the same address for purposes of voter registration, drivers license, motor vehicle registration and filing of taxes;
 3. Members of the household are employed in the area;
 4. The household has been living together as a unit for a year or more whether in the current dwelling unit or other dwelling units;
 5. Common ownership of furniture and appliances among the members of the household; and
 6. The group is not transient or temporary in nature;
 - e. Any other factor reasonably related to whether or not the group is the functional equivalent of a family.

ORDINANCE NO. 2012-3

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR ST. PATRICK'S DAY ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., on the business day of Saturday, March 17, 2012, in conjunction with St. Patrick's Day activities.

PASSED AND APPROVED this _____ day of February, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-4

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR RUGY TOURNAMENT ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., on the business day of Friday, March 30, 2012, and Saturday, March 31, 2012, in conjunction with a rugby tournament taking place in Wayne.

PASSED AND APPROVED this _____ day of February, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-5

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR WAYNE HIGH SCHOOL ALUMNI ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., on the business day of Friday, April 6, 2012, and Saturday, April 7, 2012, in conjunction with Wayne High School Alumni activities.

PASSED AND APPROVED this _____ day of February, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-6

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR WAYNE STATE COLLEGE GRADUATION.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., on the business day of Thursday, May 3, 2012, Friday, May 4, 2012, and Saturday, May 5, 2012, in conjunction with Wayne State College graduation activities.

PASSED AND APPROVED this _____ day of February, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Economic Development
Chamber ■ Main Street

February 1, 2012

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

Dear Chief:

On behalf of the Chicken Show Committee, this letter is a request for street closures during the 32nd Annual Chicken Show, Friday and Saturday, July 13 and 14, 2012.

On Friday, July 13, the Committee is requesting the closure of the following streets from 3:00 pm until 2 am for the Annual Henoween celebration: Main Street from 1st Street to 4th Street (not including the end intersections); 2nd Street from Pearl Street to Logan Street and; and 3rd Street from Pearl Street to Logan Street, not including the Pearl and Logan intersections. The committee plans to hold a street dance on Main Street from approximately 10pm to 1am on Friday night.

On Saturday, July 14, the Committee is requesting the closure of the following streets from 6:00 am until 5:00 pm, for the Annual Chicken Show celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln Street from 10th Street to 8th Street; and, Douglas Street from 8th Street to 10th Street. Intersections at 10th and Douglas and 10th and Lincoln Streets are requested to be closed.

Finally, the Committee is requesting the closure of the following streets on Saturday, July 14 for the Annual Chicken Show Parade from 9:00 am until 11:30 am (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade.

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

It is anticipated that additional events on Sunday July 15 will not require street closure.

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

Sincerely,

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

Irene Fletcher
Assistant Director

RESOLUTION NO. 2012-14

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

WHEREAS, the annual Wayne Henoween Celebration will be held on Main Street between the north side of the intersection from 1st Street to the south side of the intersection of 4th Street on July 13, 2012, from 3:00 p.m. to 2:00 a.m. (July 14, 2012), at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, the annual Wayne Chicken Show parade will be held on Main Street from 1st Street to 10th Street, including the intersections, on July 14, 2012, from 9:00 a.m. until 11:30 a.m., at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

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

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

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

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

PASSED AND APPROVED this 21st day of February, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2012-15

A RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF WAYNE AND ADVANCED CONSULTING ENGINEERING SERVICES FOR THE PHASE II – PAVING IMPROVEMENT PROJECT FOR WESTERN RIDGE SUBDIVISION.

WHEREAS, the Wayne City Council is desirous of entering into an Agreement with Advanced Consulting Engineering Services for professional services regarding the “Phase II – Paving Improvement Project” for Western Ridge Subdivision; and

WHEREAS, a proposal has been requested and received from Advanced Consulting Engineering Services for said services in a lump sum amount of \$10,500; and

WHEREAS, staff recommendation is to accept said proposal of Advanced Consulting Engineering Services.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and Advanced Consulting Engineering Services for the “Phase II – Paving Improvement Project” for the Western Ridge Subdivision be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 21st day of February, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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

THIS IS AN AGREEMENT effective as of February 15, 2012 ("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 Phase II – Paving Improvements
for Western Ridge Subdivision ("Project").

Description of Engineer's Services: See Attachment "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,

a. 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.

b. By Engineer:

1) 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

2) 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.

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

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of 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

2 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

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

- Exhibit "A" Scope of Services
- Exhibit "B" Breakdown of Fee and Project Schedule
- 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 amount of \$ \$10,500

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: _____

Title: President

Date Signed: _____

Date Signed: _____

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

Address for giving notices:

Address for giving notices:

City of Wayne, Nebraska

Advanced Consulting Engineering Services

306 Pearl Street

P.O. Box 218

Wayne, Nebraska 68787

West Point, Nebraska 68788

Exhibit "A" - Scope of Services
Phase II Paving Improvements for Western Ridge 1st Addition, Wayne Nebraska

Project Description:

Construction of 28-foot wide, 7-inch thick PC concrete paving on Neihardt Avenue from LaPorte Street to the existing concrete just north of Haas Avenue, including the cul-de-sacs on Bressler Court and Savidge Court. Work shall include subgrade preparation, paving, fine grading, erosion control, and other incidental work required for the completion of the project.

Scope of Services:

Advanced Consulting Engineering Services proposes to provide the following engineering services for the proposed construction:

Topographic Survey – Gather topographic information on the existing site features, including locating existing property corners adjacent to the proposed work. We will locate all utilities that are adjacent to or may be affected by the construction of the proposed work, and will take elevations on existing structures that may need to be adjusted to grade as a result of this project.

Preliminary Design – Develop plans showing preliminary grades in order to match current elevations and minimize additional earthwork that needs to be completed. Provide a quantity list and engineer's estimate of cost for the proposed construction. A meeting to discuss the preliminary plans will be held with City staff.

Final Design – Implement any changes or revisions to the preliminary plans, prepare specifications and bid packages to be sent to contractors.

Bidding and Negotiating – Invitations to bid will be sent to local contractors and the project will be advertised in the local paper. Plans will be sent to local builders bureaus. Contractors interested in the project may request a bid package from ACES's office. Packages will be supplied at the contractors cost. A bid-letting will be held at the Wayne Council Chambers at the date and time set by the City Council. Upon receipt of bids, we will prepare a bid tabulation form and recommendation of award to the City Council. After award of the contract we will prepare contract documents for City and contractor's signature.

Construction Phase Services – The following is a general list of services provided during the construction phase:

- Review of shop drawings, contracts, and preliminary schedule.
- Conduct a pre-construction conference with City of Wayne, local utility companies, and adjacent residents.
- We will also provide part time project observation during the construction of this project. We will observe the subgrade prior to paving being placed and shall have a representative on-site while paving is being constructed. We have planned three trips to the site to observe construction.
- Pay requests, requests for information and change orders will be processed by our office and submitted to the City for review and approval.
- Review of geotechnical and concrete test results.
- Conduct a meeting with the City and the contractor to put together a punch list of items to be remedied prior to final completion.
- When all work is completed in accordance with the plans and specifications we will issue a certificate of final completion.

Post Construction Phase Services - "As-Built" drawings will be completed along with calculation of final quantities and the final pay request for approval by the City Council.

Items not included:

- Environmental review
- Right of Way and Property review
- Geotechnical services or concrete testing
- Staking
- Full time project observation
- Property corner establishment

If requested these services can be provided either as an addendum to this contract or on an hourly plus reimbursable basis.

Exhibit "B" – Breakdown of Fees & Project Schedule
Phase II – Paving Improvements for Western Ridge 1st Addition to Wayne, Nebraska

We offer to provide the above noted scope of services for the lump sum amount of \$10,500, the following is a breakdown of the fees and an approximate project schedule.

Description	Completion Date	Fee
Topographic Study	February 22, 2012	\$1,000
Preliminary Design	February 29, 2012	\$1,750
Final Design	March 5, 2012	\$2,500
Bidding and Negotiating	April 2, 2012	\$1,250
Construction Phase	Per Contractor's Schedule	\$3,000
Post-Construction Phase	Per Contractor's Schedule	\$1,000
Total Engineering Fees		\$10,500

Billing will occur on a monthly basis and will be for percentage of each milestone that has been completed.

EXHIBIT "C"
SCHEDULE OF RATES AND CHARGES - 2012

Surveying/Staking/Topographic Services

Terry Schulz, R.L.S.	\$75.00/hour
Field Crew Member	\$40.00/hour
GPS Equipment	\$25.00/hour
Drafting	\$50.00/hour

Professional Services

John Zwingman, P.E.	\$125.00/hour
Leanne Ritter.....	\$90.00/hour
Taylor Went, EIT.....	\$60.00/hour
Office Personnel.....	\$60.00/hour
Drafting	\$50.00/hour

Miscellaneous Reimbursable Expenses

Mileage	\$0.68/mile
Hotel	Room Charges +10%
Flags	\$0.50
Hubs	\$0.40
Guards.....	\$0.80
Lath	\$1.00
Pins/Rebar	\$7.50
Additional Plan Copies	\$0.35/page
Four Wheeler	\$50.00/day
Filing Fees	\$10.00/Each

CDA RESOLUTION NO. 2012-1

A RESOLUTION OF THE CITY OF WAYNE, NEBRASKA, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF SAID CITY; AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW; AUTHORIZING THE SALE OF SAID BOND; PROVIDING FOR A GRANT; PROVIDING FOR A REDEVELOPMENT CONTRACT AND PROVIDING FOR THIS RESOLUTION TO TAKE EFFECT.

BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, acting as the governing body of the Community Development Agency of the City of Wayne, Nebraska, as follows:

Section 1. The Mayor and City Council hereby find and determine (a) that the Community Development Agency of the City of Wayne, Nebraska (the "Agency") was duly created by ordinance of the City of Wayne (the "City") for purposes of assisting with redevelopment of real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Community Development Law of the State of Nebraska; that there has been prepared a redevelopment plan entitled "Redevelopment Contract" [Fourth Generation Family Limited Partnership Project] which constitutes a Redevelopment Plan (the "Plan") for the redevelopment of the following described real estate:

Lot 1, Western Ridge 3rd Addition to the City of Wayne, Wayne County, Nebraska,

as surveyed, platted and recorded, now being a part of the City of Wayne, all in Wayne County, Nebraska; (b) that prior to the preparation of the Plan an area which includes the Project Area was declared blighted and substandard by action of the Mayor and City Council of the City; (c) that the City has had in effect its general plan for the development of the City from the time prior to the establishment of the Agency and the preparation of Plan; (d) that the Plan was submitted to the City Planning Commission of the City and approved and thereafter recommended by the

Agency to the Mayor and City Council of the City; (e) the Mayor and City Council of the City held a public hearing on the Plan for which notice was given by publication done prior to such hearing pursuant to law, and after such hearing the Mayor and City Council gave their approval to the Plan; (f) that the Plan, among other things, calls for the construction of a commercial structure in the Project Area; (g) that Fourth Generation Family Limited Partnership, (hereafter referred to as the "Redeveloper") are interested in the redevelopment of the Project Area and the Agency has previously communicated its willingness to assist in the completion of the project in order to encourage the construction of the Project and to promote the economic development of the City as well as the redevelopment of a blighted and substandard area of the City; (h) that the Agency has agreed to assist the Redeveloper with a grant to pay part of the cost of such project improvements, and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond; (i) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's tax increment revenue bond as provided for in this Resolution do exist and have been done as provided by law.

Section 2. A tax increment revenue bond in the principal amount and denomination of \$190,000.00 is hereby ordered issued in accordance with Section 18-2125, R.R.S. Neb. 2007, by the Agency and shall be designated as its "Tax Increment Revenue Bond (Fourth Generation Family Limited Partnership Project) Series 2012 A" (hereinafter referred to as the "Bond"). The Bond shall be dated as of the date of its delivery. The Bond shall bear interest from the date of its issuance and delivery until maturity (or earlier redemption) at the rate of six percent (6.0%) per annum, provided, however, that if for any interest payment date (a) the real estate taxes with respect to the Project Area becoming delinquent upon the delinquency date next preceding such interest payment date have been paid in full and (b) such taxes available for deposit to or deposited in the Bond Fund (as hereinafter established and defined), together with any other monies in the Bond Fund, are insufficient to pay the interest on the Bond then due and owing, the amount of interest accruing on the Bond shall not be reduced, but shall be paid from the Bond

Fund as and to the extent of funds then available for deposit to or deposited in such Bond Fund. The principal of the Bond shall become due on December 31, 2026, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on June 1 and October 1 of each year. All such interest upon the Bond shall be payable semiannually on June 1 and October 1 of each year, commencing June 1, 2013. The Bond shall be in fully registered form. The Agency's Treasurer (the City Clerk/ Treasurer of the City of Wayne) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Wayne, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Wayne, Nebraska. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). All transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

Section 5. At any time the Agency shall have the option of prepaying in whole or in part principal of the Bond. Any such optional prepayment of principal shall be accompanied by an

amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner at the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Fund (as hereinafter established and defined), excluding amounts, if any, from investment earnings for such fund which the Agency shall be entitled to apply to administrative costs related to the Bond, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at anytime and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Plan and the Resolution authorizing the issuance of this Bond are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from the effective date of the Redevelopment Plan, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Plan,

have been collected by the City of Wayne, Nebraska, and have been paid, as required by the Redevelopment Agreement and this Bond, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from the effective date of the Redevelopment Plan, neither the Community Development Agency or the City of Wayne, Nebraska, shall have any further payment or other obligations under this Bond and the Holder shall, in writing, waive and otherwise forgive any unpaid portion of the principal and interest upon the request of the Community Development Agency or the City.

Section 6. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF WAYNE

TAX INCREMENT REVENUE BOND OF THE COMMUNITY
DEVELOPMENT AGENCY OF THE CITY
OF WAYNE, NEBRASKA
(Fourth Generation Family Limited Partnership Project,)
SERIES 2012 A

<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Final Maturity Date</u>
\$190,000.00	6.0%	December 31, 2026

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Wayne, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate of six percent (6.0%) per annum, subject to limitation as set forth in the authorizing resolution. Said interest shall be payable semiannually on June 1 and October 1 of each year commencing on June 1, 2013. The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of said Agency, as Paying Agent and Registrar for said Agency, at the offices of the Community Development Agency of the City of Wayne at City Hall, in Wayne, Nebraska. The payments of interest and of mandatory redemption of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time at the principal amount thereof plus accrued interest to the date fixed for redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the resolution authorizing said bond. The principal of this bond shall be subject to mandatory redemptions made in part on any interest payment date from "Available Funds" (as defined in the resolution authorizing the issuance of this bond) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the resolution authorizing this bond.

This bond is a single bond in the total principal amount of Sixty Five Thousand Dollars and no cents (\$190,000.00) issued by the Agency for the purpose of paying the costs of redevelopment of certain real estate located in the City of Wayne, as designated in that redevelopment contract containing a redevelopment plan recommended by the Agency and approved by the Mayor and City

Council of the City of Wayne, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2007, as amended, and has been duly authorized by resolution passed and approved by the Mayor and City Council of the City of Wayne, acting as the governing body of the Agency (the "Resolution").

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project Area" (as defined in the Resolution). Pursuant to the Resolution and Section 18-2150, R.R.S. Neb. 2007, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This bond shall not constitute an obligation of the State of Nebraska or of the City or Wayne (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007) and neither the State or Nebraska nor the City of Wayne shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007). Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof. The resolution authorizing said issue designates the terms upon which additional bonds payable from said taxes may be issued in the future.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the resolution authorizing the issuance of this bond. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Wayne, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Plan and the Resolution authorizing the issuance of this Bond are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from the effective date of the Redevelopment Plan, and all

excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Plan, have been collected by the City of Wayne, Nebraska, and have been paid, as required by the Redevelopment Agreement and this Bond, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from the effective date of the Redevelopment Plan, neither the Community Development Agency or the City of Wayne, Nebraska, shall have any further payment or other obligations under this Bond and the Holder shall, in writing, waive and otherwise forgive any unpaid portion of the principal and interest upon the request of the Community Development Agency or the City.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Mayor and City Council of the City of Wayne, Nebraska, as the governing body of the Community Development Agency of the City of Wayne have caused this bond to be executed on behalf of said Agency by being signed by the Chair and Secretary of the Agency and by causing the official seal of said Agency to be affixed hereto, all as of the date of issue shown above.

Delivered this 7th day of February, 2012.

(SEAL)

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
WAYNE, NEBRASKA

:

By: _____ (do not sign) _____
Chair

ATTEST:

_____ (do not sign) _____
Secretary

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Wayne, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar

Section 7. The Plan sets forth January 1, 2012, as the effective date after which ad valorem taxes on real property located within the Project Area may be apportioned pursuant to Section 18-2147, R.R.S. Neb. 2007. From and after said effective date that portion of the ad valorem taxes on all real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R. S. Neb 2007 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Fourth Generation Family Limited Partnership, Project Fund" (the "Bond Fund") to be held by the Agent. The Agency hereby pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts as so paid into the Bond Fund as a prior and first lien upon said receipts for the security and payment of the Bond.

Section 8. The Bond shall be executed on behalf of the Agency by the Mayor and City Clerk and sealed with the Agency's seal. Upon execution the Bond shall be registered by the Agent in the name of the initial registered owner as directed by the original purchaser and shall thereupon be delivered to the Redeveloper (or its designee, including any pledgee), as the original purchaser thereof for a price equal to the principal amount thereof. The original purchaser and initial registered owner shall deliver an investment representation letter satisfactory in form to the officers of the Agency, or any one of them.

Section 9. If the date for payment of the interest or principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Wayne, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking Institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 10. The City Clerk shall make and certify one or more transcripts of the Agency precedent to the issuance at the Bond one of which copies shall be delivered to the original purchaser of the Bond.

Section 11. The Chair, and Secretary of the Agency, and the Mayor and City Clerk or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 12. The proceeds of the Bond after payment of issuance costs, shall be paid to the Agency and applied to make payment of a development grant to the Redeveloper with such grant to be made upon such conditions as are set forth in that Redevelopment Contract by and between the Agency and Redeveloper which Redevelopment Contract, as to its terms and conditions, is hereby approved in the form presented. The Chair, and Secretary of the Agency are hereby authorized to execute and deliver said Redevelopment Contract in substantially the form presented but with such changes as such executing officers shall deem appropriate for and on behalf of the Agency.

Section 13. The authorization for the Bond provided for in this Resolution is based upon expectations as to valuation and proposed tax rates suggested by the Redeveloper. The Agency has not given and hereby gives no assurances that such expectations will in fact be fulfilled.

Section 14. The Mayor and City Council sitting as the Community Development Agency of the City of Wayne, Nebraska, specifically find, as follows:

(a) The project described in the redevelopment contract and plan attached thereto, would not be economically feasible without the use of tax-increment financing;

(b) The project would not occur in the Redevelopment Area without the use of tax-increment financing; and

(c) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private

services have been analyzed by the governing body and have been found to be in the long term best interests of the community impacted by the project.

Section 15. The purchase price of the Bond may be off set against the grant provided in the Redevelopment Contract in the event that the Redeveloper is the purchaser of said Bond.

Section 16. This Resolution shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED this 21st day of February, 2012.

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WAYNE,
NEBRASKA

By _____
Chair

(SEAL)

ATTEST:

Secretary

I, the undersigned Secretary for the Community Development Agency of the City Wayne, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and City Council, acting as the governing body of said Agency on February 7, 2012; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the Agency; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members or the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Secretary

Betty McGuire - Wayne NG Cars, LLC land purchase agreement

From: "Dan Rose" <drose54@inebraska.com>
To: "Betty McGuire" <betty@cityofwayne.org>
Date: 02/15/2012 4:30 PM
Subject: Wayne NG Cars, LLC land purchase agreement

To the Wayne City Council:

Wayne NG Cars, LLC would like request a 90 day extension on the current purchase agreement we have with the City of Wayne for land in the industrial park on the east side of town. Production orders for CNG cars should be forthcoming in the next 90 days that would allow us to fulfill the agreement and purchase the property.

Respectfully

Dan Rose
Board Member-Wayne NG Cars, LLC

WAYNE MUNICIPAL AIRPORT AUTHORITY
January 9, 2012
7:00 PM

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport's Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Carl Rump, Todd Luedeke, Jerome Conradt and David Ley. Also attending the meeting were Clay Bode Airport Manager, Tom Becker Airport FBO, Nancy Braden Treasurer and Dawn Navrkal from the City.

Luedeke moved and Conradt 2nd to accept the minutes of December 12, 2010. Roll was called with the following results: Yeas: Nissen, Rump, Luedeke, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Luedeke moved and Conradt 2nd that we approve the claims as presented as of January 9, 2012. Roll was called with the following results: Yeas: Nissen, Rump, Luedke, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Luedeke moved and Conradt 2nd that we select the same officers as last year namely Mitchell Nissen Chairman, Carl Rump Vice Chairman, David Ley Secretary and Nancy Braden Treasurer. Roll was called with the following results: Yeas: Nissen, Rump, Luedeke, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Luedeke moved and Conradt 2nd that we approve the engineering agreement with Olsson and Associates for the shop hanger at a price not to exceed \$140,710.00. Roll was called with the following results: Yeas: Nissen, Rump, Luedeke, Conradt and Ley. The Chairman declared the motion carried.

Conradt moved and Luedeke 2nd that we approve the National Air Coupe Convention for Wayne Municipal Airport for 2013 or 2014. Roll was called with the following results: Yeas: Nissen Rump Luedeke, Conradt and Ley. The chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further action was needed.

There being no further business Luedeke moved and Conradt 2nd the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley
Secretary

**Wayne Planning Commission Meeting Minutes
Monday, December 5, 2011**

Chair Pat Melena called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, December 5, 2011, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Mark Sorensen, Derek Hill, Jeff Carstens, Lee Brogie, Breck Giese, Jessie Piper, Chair Pat Melena, and Inspector/Planner Joel Hansen. Absent: Jill Sweetland and Bill Kranz.

Motion was made by Commissioner Sorensen and seconded by Commissioner Carstens to approve the minutes for November 14, 2011, as presented. Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

Chair Melena read the Open Meetings Act and advised that anyone desiring to speak should limit themselves to three minutes and wait until being recognized by the Chair.

Chair Melena stated the next item on the agenda is the discussion of Section 90-10 Definitions, specifically Family.

Inspector Hansen stated for the Commission that this particular topic came about due to a complaint the Police Department received. There was a house and a number of vehicles were being called in for over night parking on the street. A phone call was made to the residence and they were asked how many reside there and the number was six and the occupant who answered stated all the names of those residing there.

The typical letter was sent to the property owner regarding the number of occupants at the structure and that city zoning only allows no more than four unrelated adults to reside at a structure. The letter also asked the property owner to contact the city to schedule an inspection of the structure to determine the number of bedrooms in the house.

The property owner phoned and she was very willing and upfront with what was going on. When the owner had purchased the structure, it originally had eight bedrooms in it and two of those were in the basement. The owner has elected not to rent out the two bedrooms in the basement because they do not have egress windows in them and she did not want to rent out the basement. But at the time, the realtor who sold her the property did not tell her that city zoning does not allow more than four unrelated adults to reside in a structure.

When the house was inspected, two of the bedrooms were lacking smoke detectors. The owner complied with that and they have been installed. There

are two people moving out after the semester is over. Therefore, in the mean time, the property owner is asking to allow those other two people to stay there for the remaining two months of the semester and then she is willing to comply. The property owner did ask what it would take to change that number from four to increase it up to possibly six occupants. Inspector Hansen stated that the property owner could fill out the request for a change in zoning text and come before the Planning Commission for a recommendation and then go before the City Council. Inspector Hansen opined that he also told the property owner that he did not feel comfortable necessarily with the property owner submitting the language because he knew this was a highly debated discussion item when it came up before. Inspector Hansen opined that he felt the language should be something developed by the city if it was going to have any type of chance passing. Inspector Hansen felt the Commission should discuss this matter and give staff some direction as was to what they want done.

Inspector Hansen stated he took the current definition of family out of the zoning code and he also provided the Commission with the definition of family as proposed by RDG. RDG streamlined the definition of family more than what is presently in the code. If the definition of family were to stay as it is, then it would remain that no more than four unrelated could reside in the same structure.

Chair Melena questioned what constitutes a house or unit in this discussion. For example, if he has a large home and it has a basement apartment and on the main floor are four bedrooms. Is this considered one or two units?

Inspector Hansen stated that it depends on how the structure was constructed. If the basement apartment has been an existing building for several years and has its own water meter and electric meter, then you could consider it to be a two-family dwelling. If it was new construction, it would need fire separation as determined by the State Fire Marshal, such as a one or two hour wall, which is why townhomes are generally side by side and not one on top of the other. So if in this instance if there was one landlord paying the utility bill for the entire structure and then renting out a basement apartment with the utilities paid, that would be considered a single family dwelling. If it had separate utilities to it and there was, for new construction the fire separation, then it could be considered a two-family dwelling and you could have up to eight people in it, all unrelated. Inspector Hansen opined that most of the rentals in town are considered single-family rentals because they just have one meter. There are some older homes in town where years ago they were divided and there might be a basement apartment, the main floor is another apartment, and there is another means of egress to the upstairs that has a third apartment, so there is actually multi-family cause there are three units. One of the other items noted by Inspector Hansen is

that each unit would need to have its own means of egress into it. One could not go through a downstairs apartment to get to the upstairs apartment.

Commissioner Sorensen questioned what zoning district the structure was located in.

Inspector Hansen stated the structure is located at 8th and Nebraska Street, which is R-3.

Commissioner Sorensen questioned if R-3 was the higher density of housing and if there was any higher density housing than R-3.

Inspector Hansen stated there is a little bit of R-4 zoning which allows one to put a few more people per lot.

Commissioner Sorensen questioned where the complaints were coming from.

Inspector Hansen stated the complaint came from the police department, just because the tenants made the city aware of how many were living in the structure. It was not so much a complaint but an acknowledgement of more than four living in the structure. Once the city became aware of it, once we (the city) know someone is violating the zoning code, we have a responsibility to see it through and enforce the code.

Chair Melena questioned for clarity that the owner was not being called for parking violations.

Inspector Hansen stated that what was actually happening is that they were pouring more concrete in the front terrace for parking. The tenants could not park there but they were moving in for the fall semester. They now have room to park eight cars on the terrace. It is a corner lot so there is sufficient room.

Commissioner Hill questioned what the original rationale was for the four unrelated adults.

Inspector Hansen opined that he was still at the street shop and that he was not the zoning administrator at the time discussions took place. He did get in on some of the conversations. At that time, Lance and George were working together to draft some language and he did not know if they were directed by the city council or not, so he was not for sure why they went that way. It was really a parking issue. There were places where cars were pulled up over the grass and everywhere because if you have a house located in the middle of the block and

you do not have all that terrace room, you obviously can't fit all those cars in there. So the tenants were asking to park in the street all the time or they were pulling up and parking in the grass. Council then chose to deal with limiting the number in the house rather than dealing with the parking.

Commissioner Brogie opined that maybe they are using the definition of family to take care of occupancy issues. So you could have a small four bedroom, one bath and maybe a small living area and four people could live there. Or you could have a huge home that has six bedrooms and lots of living area and a couple bathrooms and you could still only allow four people to live there. So the language might need to look at actual occupancy, square footage, or something similar.

Chair Melena opined that he agreed with Commissioner Brogie, in that the zoning is using the definition of family to define occupancy and that is not correct.

Commissioner Sorensen opined that maybe it should be zoning specific.

Chair Melena opined that he did not believe the Commission could differentiate between a newer nicer neighborhood, like R-1, or not. There are families around town that have a mother and father and three teenage kids and there may be five cars sitting on the driveway. As long as they have the safety codes met, such as egress windows, etc, and enough off-street parking why should they be treated any different than four college age students who don't share the same last name.

Commissioner Brogie opined that when you are renting to people who are not a family, it should be one person per bedroom. So that would limit it, unless you would have an eight bedroom home.

Inspector Hansen opined that when you change these single-family dwellings into two-family dwellings, is almost financially not worth it to get an extra two or four kids into the structure to do that fire separation. If it has been that way for thirty years, it is considered grandfathered in, but if you take a house that has been a single-family with four kids living in it with mom and dad and you sell it and someone says I am going to move in and make it a two-family dwelling to do that construction and to change it is very difficult. Most people would probably find something else to invest in before that.

Chair Melena opined that he was of the opinion that they should just increase the number to six occupants, as long as there is adequate bedrooms and off-street parking and the inhabitant safety is being met, what is wrong with six. However, Chair Melena further opined that what is his logic for choosing six. Just like, what

is the logic for choosing four? Well if six is okay why not eight? Chair Melena opined that he is really struggling with why he came to the number six other than they are unrelated.

Inspector Hansen stated that it does not matter if three of them are brothers and two are not related, any number of them are unrelated, the total number goes to four.

Commissioner Carstens questioned if there was a bigger issue with residential use or residential areas that just in terms of property values that a property where it could be rented to more than four people can generate more revenue therefore could draw a higher sales price. What impact would these regulations have on property values and sales and what impact does that have on the community and who can buy a house in the community and who is living here. These things have an impact. If the number goes to six and then if a real estate agent / landlord / investor, they look at the house and see they can have six people there, they can generate this much revenue, therefore, they can pay this amount on the loan and still make a profit. That may be higher than that house might sell otherwise and so it has an impact on property values throughout the community and who can buy a house in the community and who is living here. These have an impact on the community and it has a relation to the four unrelated.

Inspector Hansen informed the Commission that he did have one realtor visit with him on this issue, in particular the house which brought this discussion to light. Inspector Hansen stated that he had informed the realtor that someone wanted to change the four unrelated to six unrelated. The realtor responded that they did not want it increased as they had a difficult time with four.

Inspector Hansen further opined that the other issue he heard with this issue when it first came up, along with the parking, was that there was a real concern with the number of house parties. Inspector Hansen opined that if there were fewer kids living in the house there would be fewer house parties. Inspector Hansen opined that it is the kids living in the house; if they want one they will and if not they wont.

Inspector Hansen informed the Commission that he did hand out the parking schedule for them to review. With the city's definition of off-street parking, actually means it can't even be on the terrace. Means it has to be on the owner's own private property, because streets are defined as the entire right-of-way. There may be several properties that are violating the zoning. Inspector Hansen opined that if you want something simple and clean as if you go up from four to six, put a stipulation that they have to provide so many parking spaces per

tenant, either on their property or on the terrace; then that can address the parking issue. For example, if you have a small fifty foot wide lot in the middle of the block and they don't have much terrace to work with and they don't have any driveway, the property owner won't be able to get six in the structure because they can't provide the parking. This is what seems to really impact the neighbors, is the cars. That is where the majority of the complaints come from. The one's that involve the neighbors are usually parties at night or parking calls during the day.

Inspector Hansen opined that if the Commission wants to go by zoning district, it will be a little more complicated because it won't just be changing a definition; they will need to actually go into the specific zoning district and change some of that language as well. Inspector Hansen stated it could be done. The only issue is that there is some R-1 that is right across the west side of Highway 15, so you are two blocks from campus and you have the same kind of use and neighbor as you do on the south side of campus that is R-1, so if you don't allow things in R-1 you are going to have some consequences.

Chair Melena stated back to the meeting's purpose is to give staff some ideas, to allow staff to better draft some language for them.

Inspector Hansen stated that was correct so that he does not take something to the Commission, they don't agree and then there are two more meetings before it goes to Council. Then they find out Council does not agree with the language; which may happen anyway.

Commissioner Carstens opined that he would like to hear from someone who was in on the initial decision making for the four unrelated, so the Commission knows what they might be undoing.

Commissioner Brogie opined that one concern was multiple families living in one unit as well. So there needs to be some stipulations on what is considered a family and maximum number of unrelated. For example you could have a family of four living there and another person comes in and now there are five and out of compliance.

Commissioner Sorensen opined that if it is R-2 or R-3, he believes they need to be more zoning specific. Basically the homes in the R-2 and R-3 most of those homes are not as high of dollar houses. There is no question that the more income you can get from a house the higher someone can appraise that house.

Commissioner Carstens opined that a more expensive house that maybe has been a single-family use property a landlord could make a cash flow so it might get converted or they might get converted into rentals.

Commissioner Sorensen opined that he did not see the upper-end houses changing any; they would not get bought for rentals. It would be the lower to medium range houses.

Inspector Hansen opined that if you tied the parking to it somehow and you allowed six, almost the only homes that would be able to do that are going to be corner lots and the old two-story homes on them. You get a ranch style house in the newer neighborhood that is in the middle of a block, they would not be able to provide the parking. You would not be able to park six or eight cars in Vintage Hill, even if the entire terrace was paved and there is no alley in the back. The same is in the Westwood Addition, no alleys. Then to get the six bedrooms you would need to have a completely finished basement.

Commissioner Sorensen opined that most ranch style homes had two or three bedrooms on the main level, but with a finished basement, maybe add one more.

Commissioner Carstens questioned how many instances such as this have come up with six people in one house.

Inspector Hansen stated that he had one come up last spring. Someone who was living up close to campus was living there and had four other people living there as well. It was discovered when the Police went to break up a party. Through the process of interviewing people, they found out there were more people living there than what should be. The owner had piled two people in the basement in rooms that did not have egress windows so right then and there he had to make two of them go because the owner could not have them there due to life safety issues. The owner had one week to move the two tenants out of the structure.

Inspector Hansen stated this is the first one he has dealt with. As he was going through the language, he thought there was at one time discussion regarding creating a definition for boarding house or something similar. That was based on discussion with the Pair-a-Dice building across from the college. The other one was the house owned by Corby and Amy Schweers at 9th and Nebraska. That is a great big two-story house. They thought they could get up to eight people in the house. There are a few houses in town, but Inspector Hansen opined that those structures will be few and far between that will go up to six. It may be some of the older parts of town with the bigger houses and the ones in the

middle of the block will only have a 50 foot frontage. There is just no way the owner could accommodate the parking. Not unless the Commission would lower the parking requirement. But in most instances for rentals, you will end up needing one and a half stalls per bedroom because most people have an overnight visitor.

Commissioner Sorensen questioned if that was what Inspector Hansen was referring to, was one and a half stalls per bedroom.

Inspector Hansen opined that is the number the Commission would need to look at, if the Commission wanted to tie parking to allowing more than four. It would be one per bedroom or 1.25 or 1.5 per bedroom or whatever the Commission and Council thought was adequate. Inspector Hansen opined that it would be his recommendation as staff, is that if you wanted to keep things clean, you need to change that definition to no more than six unrelated individuals provided so many stalls are provided either on the terrace or on the property per bedroom.

Commissioner Hill questioned why they would want to require more than one stall per bedroom.

Commissioner Sorensen opined for overnight guests.

Inspector Hansen opined that most of the college students have boyfriends/girlfriends and that is usually that calls that come in to the PD for people parking on the street overnight.

Chair Melena questioned if they were approved?

Inspector Hansen stated most of the time they are approved unless there is a snow emergency.

Chair Melena questioned if the rules were written to be bent? Chair Melena opined that if there was a reason, it should be very seldom that a house would call and ask permission to park overnight, death in the family, car not working, etc. Chari Melena opined that if you say six cars then you need to enforce six.

Commissioner Carstens opined that if you say up to six, but you have to have more than one parking stall per bedroom, you are not really saying six. You are saying six in unusual circumstances. You would need more parking than what you really need or typically need for your tenants. It seems like if they say that, there really is a need to accommodate overnight guests okay.

Commissioner Piper opined that some tenants may have more than one vehicle; they may have a car and motorcycle.

Chair Melena opined that they need to try and be respectful of the neighbors around them and if the number one concern with the neighbors around the building is parking, then the Commission needs to address that to try to keep it in check. Because truly the Commission has talked about multi-family or two-family dwellings, does the neighbor care if you have two power meters and two water meters, no, they are only concerned with the noise level of the house and what it looks like on the outside.

Commissioner Sorensen opined that as a neighbor if you back out and need to worry about a party or turning the corner, etc. Commissioner Sorensen opined that if they use the 1.25 spaces, for a little bit of cushion to try to accommodate. Commissioner Sorensen stated that Commissioner Carstens stated that some may have more than one vehicle. But even a typical unit of four would take five parking spaces. Can most units accommodate something like this?

Commissioner Brogie opined that she takes the stand that she is renting a residential unit and not parking and if parking happens to come with the residential unit, then the tenants are lucky. Commissioner Brogie opined that they are two separate issues. Commissioner Brogie further opined that there are some residential areas where there is just a single car garage and single car driveway and no room to expand off-street parking.

Commissioner Sorensen questioned if they allow terrace parking, wouldn't that alleviate some of issues.

Inspector Hansen stated for the Commission that is what Benscoter is doing with the two flour-plex units on Windom. That is considered multi-family so he will need 1.5 spaces per dwelling unit. There are eight units so he will need twelve on-lot spaces, which he will need to do back in the alley and he is also paving additional stalls out on the front terrace as he knows that even that requirement will not meet how many will be living there.

Commissioner Sorensen clarified that it is per dwelling unit and not per bedroom.

Inspector Hansen stated that was correct.

Commissioner Carstens, as a landlord, takes a different approach than Commissioner Brogie knowing that in Wayne where you live and where you park is the same thing because there are no reasonable options, unless you buy an

on-campus parking sticker; therefore, he provides a space per tenant. If they have guests, the tenants need to work that out.

Chair Melena opined that he is not a landlord but he agrees with Commissioner Carstens. If he owned a four bedroom home and he is going to rent it out to four people, but he only provided them with four parking stalls, that is understood on the front end and the tenants knew when they pulled up that there are four bedrooms and four parking stalls. If there are two vehicles there, and a third tenant pulls up, they should understand that there is going to be a problem, unless the other roommates do not drive.

Commissioner Sorensen questioned how much extra work does it create for the police department getting calls?

Inspector Hansen opined that unless you go to two stalls per bedroom you are always going to have issues. That high of a number would be burdensome on the landlords, it is almost unreasonable then. As long as Wayne is a college town there will probably always be that problem.

Chair Melena stated that every house is going to have its own set of unique circumstances.

Inspector Hansen opined that if the number is 1 per bedroom or 1.25 per bedroom, the fact is that one per bedroom, there will still be a lack of adequate parking for that unit, because of the overnight guest issue. You could argue that is the individual's responsibility if you want your significant other stay the night then you need to go pick them up and take them back in the morning.

Commissioner Piper questioned if you are coming in from out of town where does that leave you to park if you cannot park on the street and there is not enough room to park at the place you are staying the night.

Commissioner Brogie stated they could call the Police Department to get an exception for overnight parking.

Commissioner Carstens questioned should the parking regulations drive the occupancy policy. They are really two separate things and they deal with one at a time, they are competing with the other.

Commissioner Sorensen questioned if the two weren't inter-related.

Inspector Hansen opined it was more of a matter of opinion. Inspector Hansen opined that the real issue which came before the Council the first time was parking, instead they chose to deal with occupancy because the community had the vote and said they want to keep the midnight to five parking they don't want cars parked on the streets overnight for the most part. So the only option then was they cannot have this many people live in these homes because there is no place for the cars to park and at the time they did not want to require landlords to go and pave additional parking. Council did pass the requirement that if the cars were going to park in the terrace that it had to be hard-surfaced and not just parked on the grass. Now most people comply and there may be one or two out there that the city may not know about but for the most part that complaint seemed to go away.

Commissioner Sorensen questioned the street department not wanting gravel right next to the concrete if the property owners could help it.

Inspector Hansen opined it was more Council that they were going to do it all one way and not make certain people do it because there were rocked places that were on perfectly level ground that never got into the street and then you had the next one where the rock was on a side hill and instead of digging the dirt down, they just threw rock on top and it was continuously running out into the street. So that was really a property by property issue and the Council did not really want to go that route. They said they were going to make everyone do it or not at all.

Commissioner Brogie questioned if they change the parking in the zoning will that affect future construction as well. So then if someone is building a new house, will they now need two parking spaces per bedroom?

Inspector Hansen opined that is why he does not want to change that part of the code. Because that is what would happen if you were building a house in Vintage Hill and you have four bedrooms, all of a sudden you need six parking stalls in this house and the owner says no. Inspector Hansen further opined that is why he would recommend to the Commission, that unless they are willing to go zone by zone, to just change the definition and having no more than six, but if having more than four, you need to provide a certain number of parking stalls and put it in the definition so it specifically deals with only the instance where you are renting a structure to more than four people. That way it won't impact the people who are currently renting a house to four people; they won't need to go in and add more parking stalls because of the change. It will only affect those people who want to do more than four people but no more than six. It may only affect a handful of properties in town.

Commissioner Sorensen questioned that it shouldn't be any more work for the public works folks if they changed the requirement to 1.25 and not 1.

Inspector Hansen opined it would be more hit and miss. The properties on the corner would not have any problem, but it is the properties in the middle of the block that will have difficulty and the entire front terrace would be paved and you may not even get six parking stalls.

Chair Melena questioned if the Commission changed the definition to no more than six un-related occupants and add but must be one off-street parking stall or terrace parking stall per occupant.

Inspector Hansen opined he wanted to get some feedback from the Commission. His concern was that if they did something that would affect over half the houses in the community.

There being no further discussion, motion was made by Commissioner was made by Commissioner Sorensen and seconded by Commissioner Carstens to adjourn the meeting. All were in favor; motion carried unanimously; meeting was adjourned.