

AGENDA
CITY COUNCIL MEETING
June 2, 2015

1. Approval of Minutes – May 19, 2015

2. Approval of Claims

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the City Council Chambers.

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

3. Ordinance 2015-29: Amending Wayne Municipal Code, Section 90-10 Definitions (Second Reading)

4. Ordinance 2015-30: Amending Wayne Municipal Code Section 90-114 Exceptions of the A-1 Agricultural District (Second Reading)

5. Ordinance 2015-31: Amending Wayne Municipal Code Section 90-115 Conditions for Granting Exceptions of the A-1 Agricultural District (Second Reading)

6. Ordinance 2015-32: Vacating the North-South Alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition (Between the Scott Hasemann and Denny Lutt Properties) (Second Reading)

7. Action on Offer to Purchase the North-South Alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition (Between the Scott Hasemann and Denny Lutt Properties) — Scott Hasemann

Background: The Hasemann's want to add a garage addition to their residence. The zoning requires a minimum backyard setback distance between the house and the back lot line. The required setback doesn't allow enough room for the planned addition size. The purchase of the full 16 feet of the alley and joining it to the residential lot would move the back yard setback 16 feet farther back from the house and allow the addition to be built.

There is a buried electrical transmission line in the alley. The alley is not traveled and dead ends at the residential lot to the north and has no other likely use in the future.

Recommendation: There is no apparent other use for the alley besides the buried electrical primary, and nothing can be constructed over the vacated alley. There is no staff recommendation.

8. [Resolution 2015-59: Authorizing the sale of the North-South Alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition \(Between the Scott Hasemann and Denny Lutt Properties\)](#)
9. [Ordinance 2015-33: Directing the Sale of the North-South Alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition \(Between the Scott Hasemann and Denny Lutt Properties\)](#)
10. Ordinance 2015-34: Amending Wayne Municipal Code, Section 34-1 Misdemeanors; Use of Tobacco Products on City Property

Background: In the past, there have been “No Smoking Signs” in the spectator areas of Overin Field and the Summer Sports Complex. The storm damage eliminated them. Our current code prohibits smoking in city buildings, but does not address the outdoors areas around them. This proposal would amend the code to add those areas inside the ball field fences and inside the swimming pool fence to the prohibited smoking areas. The ordinance is being prepared by the City Attorney's office and will be available at meeting time.

11. [Ordinance 2015-35: Amending Wayne Municipal Code, Section 78-132 Prohibited Parking, Southwest Quadrant of the City – \(West side of the centerline of Lincoln Street from the north line of West 1st Street north 50 feet\)](#)
12. [Resolution 2015-60: Adopting City Administrator Employment Agreement](#)
13. [Resolution 2015-61: Approving Professional Services Agreement with Advanced Consulting Engineering Services for the Logan Valley Drive Sanitary Sewer Extension Project — Not to Exceed sum of \\$4,000](#)

Background: I asked for council approval to solicit this engineering agreement to extend the last segment of sanitary sewer from Chief's Way south on Logan Valley Drive about 900 feet or as far as the sewer can extend and still gravity flow back to the north. The estimated cost of this project is \$46,250 for construction and \$4,000 for engineering. Gill Hauling is building a new building that needs to be connected to sewer. Gill and the owner of the subdivision have both requested us to extend this sewer line and will pay the calculated hook-up fee per lot on the basis of total cost divided by feet of frontage. You will recall this is outside the city limits, and as we did with Chief's Way, the city sewer utility will carry the remaining costs of this project until all the lots are hooked up.

All of the new construction and engineering costs will be assessed to the sewer hookup fees for the lots to be served. As these new lots are connected, we will recover \$39,000 in sewer fees to go towards the reimbursement of the costs of big lift station by Milo Meyer Construction up north and the force main to connect into the city sewer system.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to build the last segment of sewer in the Industrial Park.

14. **Resolution 2015-62: Authorizing the Submittal of a Grant Application to the United States Department of Agriculture for Energy Reduction Funding Assistance and approving the sum of \$500 to be paid to Energy Transportation Partners to prepare and submit said Grant Application**
15. **Action on Change Order No. 2 – Net deduct of \$1,949.82 for the “2014 Hillside Drive Paving and Storm Sewer Improvement Project”**
16. **Action on Pay Application No. 3 (Final) in the amount of \$19,367.63 to Robert Woehler & Sons Construction, Inc., for the “2014 Hillside Drive Paving and Storm Sewer Improvement Project”**
17. **Resolution 2015-63: Accepting Work in the “2014 Hillside Drive Paving and Storm Sewer Improvement Project” and Authorizing Final Payment thereto**
18. **Discussion and action on allowing Pool Membership Fees to be paid through the City of Wayne monthly Utility Bill**
19. **Review of and Action on Rental Rates at the Community Activity Center**

Background: Attached are the proposed changes in the rental rates for the CAC facility.

Recommendation: The recommendation of Lowell Johnson, City Administrator, and Betty McGuire, City Clerk, is to adopt the proposed rate changes.

20. **Adjourn**

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
May 19, 2015**

The Wayne City Council met in regular session at City Hall on Tuesday, May 19, 2015, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 7, 2015, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Chamberlain requested Council consideration to his appointment of Amy Miller as City Attorney.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of May 5, 2015, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ADVANCED CONSULTING, SE, 1750.00; ALTEC INDUSTRIES, SU, 596.15; AMERITAS, SE, 2407.89; APPEARA, SE, 169.41; BAKER & TAYLOR BOOKS, SU, 489.60; CARHART LUMBER CO, SU, 660.47; CARROLL DISTRIBUTING, SU, 105.03; CDBG CERTIFICATION, FE, 100.00; CERTIFIED TESTING SERVICE, SE, 2939.50; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, PY, 79575.60; CITY OF WAYNE, RE, 2001.34; COMMUNITY HEALTH, RE, 4.00; CONSOLIDATED MANAGEMENT, SE, 46.50; CORNHUSKER INTERNATIONAL, SU, 82.99; ECHO GROUP, SU, 128.66; CITY EMPLOYEE, RE, 588.34; ERNEST E PING, SE, 779.00; FLOOR MAINTENANCE, SU, 309.70; FREDRICKSON OIL, SU, 1108.50; GALE GROUP, SU, 163.73; GEMPLER'S, SE, 291.25; GEOCOMM, SE, 2084.00; GERHOLD CONCRETE, SU, 1680.22; GROSSENBURG IMPLEMENT, SU, 337.40; HEARTLAND FIRE PROTECTION, SE, 77.00; HIRERIGHT

SOLUTIONS, SE, 106.30; HOMETOWN LEASING, SE, 259.98; ICMA, SE, 8275.84; IRS, TX, 28327.09; JACK'S UNIFORMS, SU, 27.95; JEO CONSULTING GROUP, SE, 50237.37; KAREN MECSEJI, RE, 26.40; KEPCO, SU, 8.68; KRIZ-DAVIS, SU, 1015.98; KTCH, SE, 1141.00; L.G. EVERIST, SU, 1837.36; LUTT OIL, SU, 4641.97; MAEDC, FE, 425.00; MICHAEL TODD & CO, SU, 244.21; MIDSTATES ERECTORS, SE, 19375.16; MIDWEST LABORATORIES, SE, 337.50; MIKE TOWNE, SE, 300.00; MOTOR MIDWEST, SU, 325.00; CITY EMPLOYEE, RE, 60.84; NE DEPT OF REVENUE, TX, 3887.12; NE NEB INS AGENCY, SE, 863.00; NE SAFETY COUNCIL, SE, 18.64; NPPD, SE, 246766.67; NEBRASKA COMMUNITY FOUND., FE, 200.00; NLA, SU, 4.40; NNPPD, SE, 12306.60; NORTHEAST TIRE SERVICE, SE, 126.48; NORTHERN SAFETY CO, SU, 213.81; OLSSON ASSOCIATES, SE, 2188.19; ONE CALL CONCEPTS, SE, 108.60; PEPSI, SU, 226.00; PLUNKETT'S PEST CONTROL, SE, 1129.93; RON'S RADIO, SU, 730.75; SKARSHAUG TESTING LAB, SE, 153.57; SOOLAND BOBCAT, SU, 579.00; SPARKLING KLEAN, SE, 2930.36; SHOPKO, SU, 135.04; STADIUM SPORTING GOODS, SU, 385.25; STAPLES ADVANTAGE, SU, 63.99; STATE NEBRASKA BANK, SE, 68.56; TATE NELSON, RE, 500.00; US BANK, SU, 2075.35; VAN DIEST SUPPLY, SU, 66.80; VIAERO, SE, 137.84; WASTE CONNECTIONS, SE, 209.55; WAED, SE, 7216.66; WAYNE AUTO PARTS, SU, 380.06; WAYNE FIREWORKS COMMITTEE, RE, 2000.00; WAYNE HERALD, SE, 3832.07; WAYNE KRAMER, RE, 50.00; WAYNE STATER, SE, 138.00; WESCO, SU, 754.35; ZACH HEATING & COOLING, SE, 449.70; APPEARA, SE, 63.97; CITY EMPLOYEE, RE, 213.57; BROWN PLUMBING, SE, 97.50; BROWN SUPPLY, SU, 75.53; CHILVERS ABSTRACT & TITLE, SE, 1025.00; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 2070.97; CONSOLIDATED MANAGEMENT, SE, 27.50; CUMMINS CENTRAL POWER, SE, 844.04; DGR & ASSOCIATES, SE, 510.00; DOUGLAS CO COURT, RE, 149.00; DUTTON-LAINSON, SU, 1155.60; ECHO GROUP, SU, 169.48; GERHOLD CONCRETE, SU, 75.99; GROSSENBURG IMPLEMENT, SU, 1361.56; CITY EMPLOYEE, RE, 2709.57; HAWKINS, SU, 1041.33; HD SUPPLY WATERWORKS, SU, 2671.20; HEWLETT-PACKARD, SU, 85.00; JWC ENVIRONMENTAL, SE, 1500.00; KELLY SUPPLY, SU, 462.86; LITE-FORM TECHNOLOGIES, SU, 1078.95; MSC INDUSTRIAL, SU, 74.80; MUNICIPAL SUPPLY, SU, 1104.99; NE DEPT OF ENVIRONMENTAL, RE, 199312.49; OMAHA WORLD-HERALD, SE, 565.18; OVERHEAD DOOR COMPANY, SE, 86.00; PITNEY BOWES, SE, 258.00; PROFESSIONAL POOL & SPA, SU, 431.90; QUALITY 1 GRAPHICS, SU, 25.00; REED ALLEN, RE, 50.00; ROBERTSON IMPLEMENT, SU, 446.19; TYLER TECHNOLOGIES, SE, 2467.96; VERIZON WIRELESS, SE, 99.30; WESCO, SU, 408.53

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

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

Phil Monahan advised the Council that he was appointed the Fire Chief by the Wayne Volunteer Fire Department for the upcoming year. This would be his 4th year serving as Fire Chief, if approved by the Council.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, approving the appointment of Phil Monahan as Fire Chief. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, introduced Nate Temme, who submitted an application for membership to the Wayne Volunteer Fire Department.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving the Application for Membership of Nate Temme to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would approve what is called "Active Status Policy Requirements" for the Wayne Volunteer Fire Department. This proposal was prepared by him, has been reviewed by the Fire Chief, was presented to the Rural Fire Board and approved, and now is being brought before Council for consideration and approval. This is a way to measure the participation rate in regular training and emergency calls, and to assess the need for fire department gear. Liability issues are a concern for untrained members attending fire calls.

Several Fire Department members voiced their concern over the policy and how the matter was handled, noting that some of the items in this policy are already addressed in their By-Laws. They were of the opinion these matters could be handled internally.

The Council was advised that the Fire Department voted down a proposed amendment to add a requirement to the By-Laws of having to attend a certain number of fire calls per year.

At this time, 35 members and 2 cadets are on the Department. On average, 18 members usually respond to fire calls, and they average 60 calls per year. Fire Chief Monahan stated if this

point system were in effect today, approximately 8 or 9 out of 35 firefighters would be affected by this.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to table action on Resolution 2015-52 – approving Fire Department Active Status Policy Requirements for six months. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Dave Ley, representing the Masonic Lodge, was present requesting Council consideration to allowing them to place cornerstones in future public buildings. The last Masonic Lodge cornerstone was placed in the Community Activity Center. They prefer to have the cornerstones located in major buildings, with the next one being the swimming pool.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, approving the request of Dr. Ken Liska to place Masonic Lodge cornerstones in future public buildings. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Irene Fletcher, representing Wayne Area Economic Development, Inc., and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- ❖ On Friday, July 10th, the Committee is requesting the closure of the following streets from 2:30 p.m. until 2:00 a.m. for the Annual Henoween Celebration: Main Street from 1st Street to the alley between 3rd and 4th Streets; 2nd and 3rd Streets from the alley west of Main Street to the alley east of Main Street.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, approving the request of the Chicken Show Committee to close the following streets on Friday, July 10th from 2:30 p.m. until 2:00 a.m. for the Annual Henoween Celebration: Main Street from 1st Street to the alley between 3rd and 4th Streets; 2nd and 3rd Streets from the alley west of Main Street to the alley east of Main Street. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Irene Fletcher, representing Wayne Area Economic Development, Inc., and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- ❖ On Saturday, July 11th, the Committee is requesting the closure of the following streets 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. The intersections at 10th and Douglas and 10th and Lincoln Streets are also requested to be closed.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase approving the request of the Chicken Show Committee to close the following streets on Saturday, July 11th 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; Douglas Street from 8th Street to 10th Street; and the intersections at 10th and Douglas and 10th and Lincoln Streets. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Irene Fletcher, representing Wayne Area Economic Development, Inc., and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- ❖ On Saturday, July 11th 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 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.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase approving the request of the Chicken Show Committee to close the following streets on Saturday, July 11th 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 to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers introduced Resolution No. 2015-53 and moved for its approval;
Councilmember Giese seconded.

RESOLUTION NO. 2015-53

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

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding a Use by Exception Request under Sec. 90-354 Exceptions (5) of the B-1 Highway Business District. The applicant, Sunnyview Place, LLC, is seeking the request to allow for a preschool to be located at 803 Providence Road.

Joel Hansen, Zoning Administrator, stated the Planning Commission held a public hearing on this matter on May 4, 2015, and recommended approval thereof, subject to the following "Findings of Fact:"

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

John Vakoc, owner of the property, and Mark Lenihan, Wayne-Carroll School Superintendent, were present to answer questions.

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

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

Councilmember Eischeid introduced Resolution 2015-54, and moved for its approval;
Councilmember Greve seconded.

RESOLUTION NO. 2015-54

A RESOLUTION APPROVING THE APPLICATION OF SUNNYVIEW PLACE, LLC, FOR A ZONING USE BY EXCEPTION PERMIT TO ALLOW FOR A PRESCHOOL TO BE LOCATED AT 803 PROVIDENCE ROAD.

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

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the final plat for the Opportunity Park Addition. The applicant, City of Wayne, is seeking the request.

Joel Hansen, Zoning Administrator, stated the Planning Commission reviewed the Final Plat for Opportunity Park Addition and forwarded a recommendation to approve the same subject to the following "Findings of Fact:"

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

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

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

Councilmember Eischeid introduced Resolution 2015-55, and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2015-55

A RESOLUTION APPROVING THE FINAL PLAT FOR OPPORTUNITY PARK ADDITION.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-10 Definitions, to include "Stables" and "Livestock Arena." The applicant, City of Wayne, wishes to add these definitions to more clearly define them.

The Planning Commission reviewed the matter at their public hearing on May 4, 2015, and forwarded a recommendation to approve the same subject to the "Finding of Fact" being staff's recommendation.

Joel Hansen, Zoning Administrator, stated that he and the Planning Commission reviewed the definitions and uses proposed by RDG, as a part of matching the Comprehensive Plan, and feel that the definition of “Stables” will adequately address both terms.

The definition is as follows:

Stables: Boarding, breeding or raising of horses, llamas, or other hooved animals which are not owned by the occupants of the premises; or for the purpose of riding animals included in this definition by members of the public other than the occupants of the premises or their nonpaying guests. Typical uses include boarding stables or public stables.

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

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

Councilmember Eischeid introduced Ordinance No. 2015-29, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-29

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I. IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-114 Exceptions in the A-1 Agricultural District. The applicant, City of Wayne, seeks the request to add Stables and Livestock Arena.

The Planning Commission reviewed the matter at their public hearing on May 4, 2015, and forwarded a recommendation to approve the same subject to the “Finding of Fact” being staff’s recommendation.

Joel Hansen, Zoning Administrator, stated that since the definition of “Stables” adequately addresses both terms, then “Stables” should be the only thing addressed in the exceptions.

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

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

BJ Woehler spoke against the passage of this ordinance, especially in an A-1 district.

Councilmember Eischeid introduced Ordinance No. 2015-30, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-30

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-114 EXCEPTIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-115 Conditions for Granting Exceptions in the A-1 Agricultural District, by adding (4) Stables and (5) Livestock Arena. The applicant for this request is the City of Wayne.

The Planning Commission reviewed the matter at their public hearing on May 4, 2015, and forwarded a recommendation to approve the same subject to the “Finding of Fact” being staff’s recommendation.

Joel Hansen, Zoning Administrator, stated this would address Mr. Woehler’s concerns. Again, they are just addressing “Stables” and not “Livestock Arena.” The proposed language is as follows:

For Stables, there shall be:

- i. No more than 2 animals per acre allowed outside of an enclosed building at any given time, with a maximum limit of 40 animals.
- ii. No structure housing animals, or storing or composting manure, **and** any open area used for grazing, loafing, or spreading manure within 100 feet of any property line, which borders the city limits, any R District, or any A District.
- iii. No structure housing animals, or storing or composting manure, **and** any open area used for grazing, loafing, or spreading manure within 300 feet of a residential dwelling on another property when there are more than 15 animals associated with the use as a stable.

City Attorney Miller suggested changing the word “and” (highlighted above) to “or.”

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

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

Councilmember Brodersen introduced Ordinance No. 2015-31, and moved for approval thereof, and changing the word “and” to “or” in subparagraphs ii and iii; Councilmember Giese seconded.

ORDINANCE NO. 2015-31

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-115 CONDITIONS FOR GRANTING EXCEPTIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Joel Hansen stated that the following Ordinance would vacate the north-south alley adjacent to the east side of Lot 1, Carhart’s First Addition, and lying between Lot 2, Carhart’s First Addition, and Lot 3, Westwood Addition (between the Scott Hasemann and Denny Lutt properties). Scott Hasemann would like to build a garage space onto his house, but is limited by the rear yard setback from the platted alley. The alley is currently lawn and not traveled, but has buried city utilities in it. At this time, the City owns the alley.

It was noted if Mr. Hasemann would want to purchase the property, he would have to make an offer.

Mr. Hasemann was present to answer questions.

Councilmember Eischeid introduced Ordinance No. 2015-32, and moved for approval thereof; Councilmember Muir seconded.

ORDINANCE NO. 2015-32

AN ORDINANCE APPROVING THE VACATION OF AN ALLEY LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THE NORTH-SOUTH ALLEY ADJACENT TO THE EAST SIDE OF LOT 1, CARHART'S FIRST ADDITION, AND LYING BETWEEN LOT 2, CARHART'S FIRST ADDITION, AND LOT 3, WESTWOOD ADDITION, WAYNE, WAYNE COUNTY, NEBRASKA.

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

Dean Carroll, General Manager of Mid-States School Bus, Inc., was present requesting Council consideration to establishing prohibited parking on the west side of Lincoln Street from First Street North a distance of two parking stalls. At this time, there are no parking restrictions, and it is difficult getting the school buses in and out of the building when cars are parked in that area on the street.

Consensus was for staff to prepare an ordinance for Council consideration (no parking here to corner or no parking 8:00 a.m. to 5:00 p.m.).

Administrator Johnson stated the following Resolution would approve an agreement with JEO Consulting Group to assist staff in completing the permit application that needs to be submitted to the Nebraska Department of Environmental Quality in July for renewal in December. Because of the new Aquarius system, and our transition from the lagoon to a belt press sludge handling system, the application process is more complicated this year. We are required to renew this permit every five years. The fees will be charged on a per hour basis, up to \$1,000 maximum.

Roger Protzman of JEO Consulting Group was present to answer questions.

Councilmember Sievers introduced Resolution 2015-56, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2015-56

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES TO COMPLETE THE NPDES PERMIT APPLICATION PROCESS FOR THE CITY'S WASTEWATER FACILITY.

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 approve an amendment to the Owner-Engineer Agreement with JEO Consulting Group for the "Storm Shelter & Water Main Improvement Projects" for an additional amount of not to exceed \$10,000.

When Council approved the agreement to design the storm shelter/restroom for East Park, it was considered a simple "Lite-Form" project. Because of the FEMA design requirements and the Federal funding, the project has been more difficult and staff has needed more help. JEO Consulting Group did not list the additional work in the first agreement and is submitting the attached amendment to authorize work they have already done and for construction oversight services they will do.

Roger Protzman, representing JEO Consulting Group, was present to answer questions. The original agreement included design of the storm shelter and then design and construction services for the water main project, which was requested by staff. Staff is completing the construction inspections for the storm shelter. However, JEO has helped with the bid letting, reviewed the shop drawings from the contractor, held the preconstruction conference, and completed all of the contract document paperwork for the City, for which they are seeking compensation.

Councilmember Giese introduced Resolution No. 2015-57 and moved for its approval, as amended, by adding the words “not to exceed \$10,000;” Councilmember Greve seconded.

RESOLUTION NO. 2015-57

A RESOLUTION APPROVING AMENDMENT TO OWNER-ENGINEER AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ADDITIONAL SERVICES FOR THE “WAYNE STORM SHELTER/WATER LINE IMPROVEMENT PROJECTS.”

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

Administrator Johnson stated one proposal was received for the operation of the transfer station. That proposal came from Gill Hauling, Inc., for \$1,000 per month.

Councilmember Giese introduced Resolution No. 2015-58 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2012-58

A RESOLUTION APPROVING AGREEMENT WITH GILL HAULING FOR OPERATION OF THE WAYNE TRANSFER STATION.

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

A pay request has been received from Robert Woehler & Sons Construction, Inc., for the “2014 Hillside Drive, Paving & Storm Sewer Improvement Project” for \$76,912.72. The engineer on the project has approved the same.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, approving Pay Application No. 2 for \$76,912.72 to Robert Woehler & Sons Construction, Inc., for the “2014 Hillside Drive, Paving & Storm Sewer Improvement Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson presented a rental agreement for 3 of the 5 acres of former Chicago Northwestern Railroad right-of-way the City owns. The other two acres are in a drainage ditch. Glen Johnson is farming the property. The rental rate is \$250 per acre.

Councilmember Giese made a motion, which was seconded by Councilmember Muir approving the Lease Agreement with Glen Johnson for the city railroad right-of-way property. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to approving the following appointments to the Recreation-Leisure Services Commission: Katie Jensen and Brigitte Burbach. They will replace Jodi Pulfer and Jill Walling. Their terms will expire 4/30/18.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving the appointments of Katie Jensen and Brigitte Burbach 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.

Steve and Connie Hall were present to talk to the Council about the trail signage. They thought the trail signage should relate more to Wayne and not the State of Nebraska. After a considerable amount of discussion, Mayor Chamberlain suggesting putting together a committee to review the signs and suggest updates, etc.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, to enter into executive session for the annual review of the City Administrator, to protect the needless injury to the reputation of the City Administrator, and to allow Attorney Miller to attend. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive session began at 8:04 p.m.

Mayor Chamberlain again stated that the matter to be discussed in execution session relates to the annual review of the City Administrator.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, to resume open session. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 8:22 p.m.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 8:22 p.m.

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CLAIMS LISTING JUNE 2, 2015

ABBIE BAACK	ROBINS 5K RUN DONATION	2,149.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,314.06
AMY K. MILLER	ATTORNEY RETAINER MAY & JUNE	10,833.34
APPEARA	LINEN & MAT SERVICE	68.29
AS CENTRAL SERVICES	TELECOMMUNICATION SERVICES	448.00
BARRACUDA NETWORKS INC	BACKUP SERVER	1,499.20
BLACK HILLS	GAS BILLS	249.92
BOARDERS INN & SUITES	FIRE SCHOOL LODGING	1,188.00
BOMGAARS	WIPER BLADES	19.98
FIREMAN	FIRE SCHOOL	306.90
BROWN SUPPLY CO	PLUG/GASKET/BOLTS	163.36
CARROLL DISTRIBUTING	PIPE	66.15
CITIZENS STATE BANK	ANGEL ACRES TIF INTEREST	2,358.61
CITY OF WAYNE	PAYROLL	82,933.12
CITY OF WAYNE	TENNIS REFUND	40.00
CLEAN TO A T	JANITORIAL SERVICE	840.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
DE LAGE LANDEN FINANCIAL	SENIOR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	DISABILITY/LIFE/VFD INSURANCE	2,013.11
DUTTON-LAINSON COMPANY	LED LUMINAIRE	468.66
ECHO GROUP INC JESCO	BREAKERS/CONNECTORS/KEY	104.34
ED. M FELD EQUIPMENT CO	AIR PACK LENS/KIT	340.00
FASTENAL CO	BOLTS	16.97
FIREMAN	FIRE SCHOOL	303.50
FIREMAN	FIRE SCHOOL	323.19
GERHOLD CONCRETE CO INC.	CONCRETE	92.00
GROSSENBURG IMPLEMENT INC	FILTER ELEMENTS/SPINDLE/TRIMMER STRING	231.43
HD SUPPLY WATERWORKS, LTD	ERT HOUSING MOUNTS	6,006.34
HOA SOLUTIONS, INC.	RELAY REPAIR	498.00
HTM SALES INC	LIFT STATION PUMP BRACKET	1,795.00
HYDRAULIC SALES & SERVICE	HYDRAULIC SEAL REPAIRS	386.00
ICMA RETIREMENT	PAYROLL RETIREMENT	6,853.00
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER	1,132.26
INDUSTRIAL TOOL	DRILL BIT SET	101.94
IRS	FEDERAL WITHHOLDING	28,103.82
JEO CONSULTING GROUP	STORM SHELTER	4,106.00
FIREMAN	FIRE SCHOOL	298.15
FIREMAN	FIRE SCHOOL	283.63
KAY PARK REC CORP	PICNIC TABLE-LCP	5,580.20
KRIZ-DAVIS COMPANY	BRACKET	68.48
LANGEMEIER, WAYNE	MOWING	187.50
LAW ENFORCEMENT SYSTEMS	DOCUMENT PROTECTORS	73.84
CITY EMPLOYEE	VISION REIMBURSEMENT	238.69
LOUIS BENSCOTER	TIF INTEREST	3,751.65
FIREMAN	FIRE SCHOOL	297.92

MUNICIPAL SUPPLY INC	COUPLINGS	60.11
MURPHY TRACTOR & EQUIPMENT	TACHOMETER	395.61
MZRB LLC	TIF INTEREST	2,884.00
N.E. NEB ECONOMIC DEV DIS	WRLF SERVICES	480.00
NANCI WALSH	MFO DOCUMENTS	400.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	462.87
NE DEPT OF REVENUE	STATE WITHHOLDING	3,786.84
NE LAW ENFORCEMENT	INTERMEDIATE CRASH INVESTIGATION	80.00
NEBRASKA ARBORETUM	MEMBERSHIP RENEWAL	100.00
NORFOLK DAILY NEWS	REC SERVICES DIRECTOR ADVERTISING	190.20
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	39.24
NWOD	REG-JUNCK & LISTON	120.00
OVERHEAD DOOR COMPANY	LUBE FOR DOORS	13.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	723.06
QUALITY 1 GRAPHICS	SIGNS	275.00
QUILL CORPORATION	OFFICE SUPPLIES	100.78
ROBERT WOehler & SONS	HILLSIDE DR PAVING	76,912.72
STADIUM SPORTING GOODS	VOLLEYBALL/ROBINS 5K T-SHIRTS	209.25
STANDARD & POOR'S	CUSIP MAINTENANCE FEE	120.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	123.20
STATE NEBRASKA BANK	POOL PETTY CASH	200.00
T & S TRUCKING	TRANSPORT ROCK-LCP	653.28
UNITED WAY	PAYROLL DEDUCTIONS	14.00
VAN DIEST SUPPLY	WEED PREVENTER	260.00
WAYNE HOSPITALITY	TIF PRINCIPAL & INTEREST	20,014.65

ORDINANCE NO. 2015-29

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I. IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on March 2, 2015, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Finding of Fact" being staff's recommendation.

Section 2. That Chapter 90, Article I, Section 90-10 of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-10. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Stables: Boarding, breeding or raising of horses, llamas, or other hooved animals which are not owned by the occupants of the premises; or for the purpose of riding animals included in this definition by members of the public other than the occupants of the premises or their nonpaying guests. Typical uses include boarding stables or public stables.

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

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

PASSED AND APPROVED this _____ day of _____, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-30

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-114 EXCEPTIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on March 2, 2015, and recommended amending Section 90-114 Exceptions of the Wayne Municipal Code, with the "Finding of Fact" being staff's recommendation.

Section 2. That Chapter 90, Article III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-114 Exceptions of the Wayne Municipal Code is hereby amended as follows:

Section 90-114 Exceptions

(25) Stables

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

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

PASSED AND APPROVED this _____ day of _____, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-31

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-115 CONDITIONS FOR GRANTING EXCEPTIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on March 2, 2015, and recommended amending Section 90-115 Conditions for Granting Exceptions of the Wayne Municipal Code, with the "Finding of Fact" being staff's recommendation.

Section 2. That Chapter 90, Article III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-115 Conditions for Granting Exceptions of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-115 Conditions for Granting Exceptions

Notwithstanding the requirements of article XI of this chapter, the following regulations shall apply as minimum requirements for granting exceptions in the A-1 district.

- (1) Airport sites shall be so situated that the airport hazard area defined by the state department of aeronautics shall not include any existing obstruction regardless of public or private ownership of the airport.
- (2) Any use involving a business, service or process not completely enclosed in a structure, when located on a site abutting on or across a street or an alley from any residential district shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials not less than six feet in height if the board of adjustment finds the use to be unsightly.
- (3) For First Class Animal Production there shall be no more than 999 animal units on any parcel, and any lagoon or confined feeding yard must be at least 1,000 feet from any residential dwelling located on another parcel.
- (4) For Stables, there shall be:**
 - i. No more than 2 animals per acre allowed outside of an enclosed building at any given time, with a maximum limit of 40 animals.**
 - ii. No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 100 feet of any property line which borders the city limits, any R District, or any A District.**
 - iii. No structure housing animals, or storing or composting manure, or any open area used for grazing, loafing, or spreading manure within 300 feet of a residential dwelling on another property when there are more than 15 animals associated with the use as a stable.**

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

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

PASSED AND APPROVED this _____ day of _____, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-32

AN ORDINANCE APPROVING THE VACATION OF AN ALLEY LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THE NORTH-SOUTH ALLEY ADJACENT TO THE EAST SIDE OF LOT 1, CARHART'S FIRST ADDITION, AND LYING BETWEEN LOT 2, CARHART'S FIRST ADDITION, AND LOT 3, WESTWOOD ADDITION, WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. That the vacation of the north-south alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition, Wayne, Wayne County, Nebraska, is in the best interest of the City of Wayne.

Section 2. That the north-south alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition, Wayne, Wayne County, Nebraska, is hereby vacated

Section 3. The land comprising said real estate shall be retained by the City of Wayne, Nebraska, and will remain the property of the City of Wayne, Nebraska, as allowed by Neb. Rev. Stat. § 19-917.

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

PASSED AND APPROVED THIS ____ day of _____, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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From: Joel Hansen
To: Betty McGuire
Date: 5/27/2015 3:23 PM
Subject: Fwd: Re: Vacation of alley

Joel J. Hansen,
Inspector/Planner/Street Supt.
City of Wayne
306 Pearl Street
Wayne, NE 68787
Phone (402) 375-1733
Fax (402) 375-1619

>>> Schumacher- Hasemann Funeral Home <scottfuneralhome@yahoo.com> 5/20/2015 11:30 PM >>>
Mayor , City Council members, to expedite construction progress, please consider our (Scott and Mary Kay Hasemann) request to waive the third and final reading for the ordinance to vacate the alley between Dennis and Jean Lutt and Scott and Mary Kay Hasemann within the City of Wayne.
Taking into consideration the amount of property involved in the potential vacated alley, recent lot sales by the City of Wayne for private construction, and the potential of increased property tax receipts for the City of Wayne from our proposed construction, we (Scott and Mary Kay Hasemann) make an offer of \$150.00 for the potential vacated alley property. We understand and will sign a permanent easement for utilities on the alley property if approved to be vacated.

On Wednesday, May 20, 2015 8:37 AM, Joel Hansen <jhansen@cityofwayne.org> wrote:

Scott,

After speaking with you last night here would be the steps required to expedite the process such that you could submit plans for your building project:

- 1) Request in writing to the Mayor & Council to waive the 3rd and final reading of the ordinance at their next meeting and have the ordinance approved.
- 2) Request in writing to the Mayor & Council to purchase the vacated alley for \$_____ with the understanding you will sign a permanent easement for utilities on the vacated alley.

I have copied Lowell & Ken on this email such that you can correspond directly with them.

Joel J. Hansen,
Inspector/Planner/Street Supt.
City of Wayne
306 Pearl Street
Wayne, NE 68787
Phone (402) 375-1733
Fax (402) 375-1619

RESOLUTION NO. 2015-59

A RESOLUTION AUTHORIZING THE SALE OF THE NORTH-SOUTH ALLEY ADJACENT TO THE EAST SIDE OF LOT 1, CARHART'S FIRST ADDITION, AND LYING BETWEEN LOT 2, CARHART'S FIRST ADDITION, AND LOT 3, WESTWOOD ADDITION, CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

WHEREAS, the City of Wayne is the owner of the following described property, to-wit:

The North-South alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition, City of Wayne, Wayne County, Nebraska; and

WHEREAS, there are no current delinquent real estate taxes or special assessments payable to Wayne County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Attorney is directed to prepare an ordinance directing the sale of a tract of land legally described as follows:

The North-South alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition, City of Wayne, Wayne County, Nebraska,

to Scott Hasemann and Mary Kay Hasemann, Husband and Wife, for the sum of \$150.00 and other valuable consideration.

PASSED AND APPROVED this 2nd day of June, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-33

AN ORDINANCE DIRECTING THE SALE OF THE NORTH-SOUTH ALLEY ADJACENT TO THE EAST SIDE OF LOT 1, CARHART'S FIRST ADDITION, AND LYING BETWEEN LOT 2, CARHART'S FIRST ADDITION, AND LOT 3, WESTWOOD ADDITION, CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to Scott Hasemann and Mary Kay Hasemann, Husband and Wife, property owned by the City and legally described as:

The North-South alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition, City of Wayne, Wayne County, Nebraska,

for the sum of \$150.00 and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

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

PASSED AND APPROVED this _____th day of _____, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-35

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE, CHAPTER III PARKING, SECTION 78-132 PROHIBITED PARKING, SOUTHWEST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-132 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-132 PROHIBITED PARKING; SOUTHWEST QUADRANT OF THE CITY.

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

1. The south side of the centerline of West 7th Street from the west line of Main Street west to the city limits.
2. The south side of the centerline of West 6th Street from the north-south alley between Main Street and Pearl Street west to the east line of Sherman Street.
3. The south side of the centerline of West 5th Street from the west line of Pearl ~~Main~~ Street west to the east line of Schoolview Drive.
4. The south side of the centerline of West 4th Street from the west line of Pearl Street west to the east line of Schoolview Drive.
5. The south side of the centerline of West 3rd Street from the north-south alley between Pearl Street and Lincoln Street west to the east line of Oak Drive.
6. The south side of the centerline of West 2nd Street from the north-south alley between Pearl Street and Lincoln Street west to the east line of Blaine Street.
7. The south side of the centerline of West 1st Street from the north-south alley between Pearl Street and Lincoln Street west to the east line of Wilcliff Drive.
8. The south side of the centerline of 1st Avenue from the west line of Maple Street west to the east line of Birch Street.
9. The north side of the centerline of 2nd Avenue from the west line of Maple Street west to the east line of Birch Street.
10. The south side of the centerline of Grainland Road from the west line of Sherman Street west to the city limits.
11. The west side of the centerline of Birch Street from the north line of 1st Avenue north to the south line of 2nd Avenue.
12. The south side of the centerline of 3rd Avenue from the west line of Oak Drive west to the city limits.
13. The east side of the centerline of Oak Drive from the north line of 2nd Avenue north to the south line of West 7th Street.
14. The east side of the centerline of Maple Street from the north line of Grainland Road north to the south line of 2nd Avenue.
15. The east side of the centerline of Wilcliff Drive from the north line of West 1st Street north to the south line of West 3rd Street.
16. The east side of the centerline of Blaine Street from the north line of Grainland Road north to the south line of West 3rd Street.
17. The east side of the centerline of Sherman Street from the south line of West 7th Street south to the north line of West 4th Street and from the south line of West 3rd Street south to the north line of Grainland Road.

18. The east side of the centerline of Douglas Street from the south line of West 7th Street south to the city limits.
19. The east side of the centerline of Lincoln Street from the south line of West 7th Street south to the city limits.
20. The east side of the centerline of Pearl Street from the north line of West 5th Street north to the south line of West 7th Street.
21. The west side of the centerline of Pearl Street from the north line of 6th Street north to the south line of West 7th Street.
22. The south side of the centerline of Clark Street from the west line of Main Street west to the east line of Pearl Street.
23. The west side of the centerline of Main Street from the north line of 4th West 6th Street north to the south line of 7th Street.
24. The north side of the centerline of West 6th Street from the west line of Main Street west to the north-south alley between Main Street and Pearl Street.
25. The east side of the center line of Donner Pass from the south line of West 7th Street south to the south end of Donner Pass.
26. The south side of the center line of Nathan Drive from the west line of Donner Pass west to the city limits.
27. The west side of the centerline of Sherman Street from the south line of West 4th Street south to the north line of West 3rd Street.
- 28. The west side of the centerline of Lincoln Street from the north line of West 1st Street north 50 feet.**

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

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

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

PASSED AND APPROVED this _____ day of _____, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2015-60

A RESOLUTION TO ADOPT EMPLOYMENT AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, and Lowell D. Johnson, City Administrator, have entered into an employment agreement.

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

1. The attached Employment Agreement is approved and adopted.
2. The parties are directed to execute said Employment Agreement.

PASSED AND APPROVED this 2nd day of June, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 2nd day of June, 2015, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as "City," and Lowell Johnson, hereinafter referred to as "Employee."

WHEREAS, the City desires to employ the services of Lowell Johnson as City Administrator of the City of Wayne, Nebraska, as provided by the Wayne Municipal Code; and

WHEREAS, the Employee desires to obtain employment as the City Administrator of the City under the terms and conditions as hereinafter set forth; and

WHEREAS, it is the desire of the City to provide certain benefits to establish certain conditions of employment, and to set working conditions of the Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION I.
DUTIES**

1.1. The Employee agrees to perform and have the following duties and responsibilities as an integral part of the position of City Administrator as follows:

A. Enforce and observe all laws of the State of Nebraska applicable to city administrators and municipalities, and ordinances of the City, as are required to maintain the public health, safety, and welfare of inhabitants of the City.

B. Attend all meetings of the governing body and recommend necessary and immediate measures.

C. Perform all duties required by the Administrator's office, as directed by the City.

D. Prepare and submit to the governing body all reports required by it and that the Employee may consider advisable and appropriate.

E. Keep the governing body fully advised of the City's financial condition.

F. Keep the governing body of the City advised of the City's future needs, based upon the goals of the City.

G. Prepare and submit to the City an annual budget.

H. Serve as City's purchasing agent.

I. Serve as City's general manager of utilities.

J. Recommend rules and regulations for the governing body and departments of the City that may be necessary for efficient, economic conduct of the business of the City.

K. Keep the City advised and informed of the needs and conditions of all agencies and employees under the Employee's direction and maintain continuous liaison with appropriate community groups, organizations, and individuals.

L. Perform all duties and obligations specified in the City Municipal Code and applicable Nebraska Statutes and perform such other legally permissible and proper duties and functions as the governing body may from time to time assign.

1.2. Employee shall be fully informed on local government and management and utility management, and all new conditions related thereto, and except as otherwise set forth herein devote the Employee's full time to the services, employment, and requirements of the City.

1.3. The job description may be adjusted from time to time by the mutual agreement of the parties hereto, although at all times, such job description shall be consistent with and not contrary to the lawful authority given to city administrators by Statute and by local ordinances.

SECTION II. BASE SALARY

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of ~~\$77,896.00~~ **\$79,453.92**. Said annual base salary shall be payable in installments at the same time as other employees of the City are paid. After the first six months of employment, the governing body shall conduct a performance and salary review, and shall consider adjustments to the base salary of the Employee. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately April of each year, or at such other times as the governing body shall deem necessary or advisable. Adjustments in salary are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

SECTION III. BENEFITS

3.1. The City agrees to provide Employee with professional liability insurance for the actions of the Employee conducted within the scope of his employment with the City in an amount of not less than \$1,000,000.00 if said insurance can be reasonably obtained.

3.2. The City agrees to provide Employee, his spouse, and dependents, hospitalization, surgical, and comprehensive medical insurance, and to pay or contribute to the premiums thereon in a manner equal to and upon the same terms and conditions as provided from time to time for other City employees.

3.3. The City agrees to provide Employee with a term life insurance policy in an amount not less than Employee's annual salary. Employee shall have the right to name the beneficiaries, the right of conversion and continuation, and any face value shall belong to the Employee.

3.4. The City agrees to provide Employee with disability leave on the same basis as is provided to other City employees pursuant to the City personnel manual.

3.5. The City agrees to provide Employee with long-term disability insurance coverage equal to that provided to other City employees.

3.6. The Employee shall be entitled to four weeks paid vacation leave. The Employee may carry over vacation leave up to a maximum of four weeks. At least once per year, the Employee shall take not less than five consecutive days vacation. After being employed by the City for a total of ten years, vacation shall be adjusted proportionately thereafter in compliance with the City's vacation schedule.

3.7. The City shall provide Employee with time off for all Federal, State and local holidays as from time to time established for all City employees by the governing body.

3.8. The City, being a member of the ICMA Retirement Corporation Deferred Compensation Program, will match the Employee's contribution up to 6% of the employee's monthly salary or in an amount not less than that provided to other city employees.

3.9. Within budget considerations, the City will pay for professional dues and subscriptions of the employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. These include such organizations as the International City Managers Association, Nebraska City Managers Association, American Public Works Association, and related subdivisions of these organizations. Conference attendance will be paid by the City, subject to budget consideration and council approval, to the Nebraska conference every year and ICMA conference every other year.

3.10. The City agrees to pay Employee a monthly vehicle allowance in the amount of \$200.00 for the use of personal vehicle for City business, and in addition, to reimburse the Employee at the latest maximum IRS approved rate per mile for all use of his personal vehicle for travel on City business outside of the City. The Employee shall record and supply in support of all reimburses mileage, suitable records sufficient to establish the dates, details, and purposes of such travel. The Employee shall also maintain such other recordkeeping as to the use of his personal vehicle for City business, as shall be necessary in order for the City to prepare such reports or maintain such records as may from time to time be necessary or required for Federal or State income tax reporting purposes.

3.11. The City hereby agrees to budget and to pay travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee, and adequately to pursue necessary official and other functions for the City, and for short courses, institutes, and seminars that are necessary for professional development and for the good of the City when deemed appropriate by the Employee and approved by the City.

3.12. The City recognizes the desirability of representation in and before local, civic, and other organizations, and the Employee is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided that City will pay membership dues for one such club selected by the Employee.

3.13. All provisions of City ordinances, regulations, and personnel rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other employment benefits, as they now exist or hereafter may be amended, shall also apply to the Employee as they would other employees of the City, in addition to other benefits enumerated specifically herein for the benefit of the Employee, except if they are in conflict with the express provisions of this agreement, in which case this agreement shall supersede any conflicting provision.

**SECTION IV.
HOURS OF WORK**

4.1 It is contemplated that the Employee's duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that the Employee will be expected to devote more than a basic forty-hour work week to perform those duties. However, in relation to unusual demands upon the Employee's time, the Employee will be allowed to take a reasonable amount of compensatory time off as he shall deem appropriate, although not to the prejudice of his responsibilities as City Administrator.

**SECTION V.
TERM OF AGREEMENT**

5.1. The term of this agreement shall commence on the 1st day of June, 2015, and shall remain in effect for a period of one year from the date of execution hereof and may be terminated immediately by either party upon written notice to the other party. This agreement and any termination hereunder shall comply with all applicable Federal, State and local laws, codes and regulations, and rules.

5.2. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, with or without cause, and the parties acknowledge Employee will serve at the will of the City.

5.3. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 6.2 of this agreement.

**SECTION VI.
TERMINATION AND SEVERANCE PAY**

6.1. In the event the Employee is terminated without cause at any time during employment, and in that event the City agrees to provide three months of notice or severance pay, the City will have unreviewable discretion as to whether to provide advance notice or to provide severance pay. The obligation to pay any severance will terminate when employee is successful in obtaining a position of comparable responsibility and compensation. The City shall not have obligation to provide three months of notice or severance pay in the event the employee is terminated with cause. Any of the following will constitute termination with cause:

1. Willful neglect of duty.
2. Immoral conduct effecting the performance of employee duties or conviction of a felony.
3. Gross inefficiency or incompetence in office which employee has failed to correct after a reasonable written notice.
4. Malfeasance in office.

6.2. In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City thirty days written notice in advance. The City shall not be obligated to provide any termination or severance pay upon the Employee's resignation.

**SECTION VII.
EMPLOYEE EVALUATION**

7.1. The governing body and Employee shall establish a mutually acceptable procedure for evaluating the Employee's performance.

**SECTION VIII.
INDEMNIFICATION**

8.1. The City shall defend, hold harmless, and indemnify the Employee against any tort or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Administrator. The City or its insurance carriers may compromise or settle any such claim or suit, and the City shall pay the amount of any settlement or judgment rendered thereon.

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee

RESOLUTION NO. 2015-61

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

WHEREAS, a proposal has been received from Advanced Consulting Engineering Services regarding the “Logan Valley Drive Sanitary Sewer Extension Project” for a lump sum fee not to exceed amount of \$4,000.00; and

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

WHEREAS, city staff is recommending that the proposal of Advanced Consulting Engineering Services for a lump sum fee not to exceed amount of \$4,000.00 be accepted.

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

PASSED AND APPROVED this 2nd day of June, 2015.

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 Laws and Regulations.

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

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 17, 2015 ("Effective Date") between
City of Wayne, Nebraska ("Owner") and Advanced Consulting Engineering Services ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Logan Valley Drive Sanitary Sewer Extension ("Project").

Engineer's Services under this Agreement are generally identified as follows: Please see "Exhibit A"

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement and "Exhibit 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. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time. Please see "Exhibit B"
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. 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, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance 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. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer 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 for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform 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 Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the

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.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. 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.

5.01 *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. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. 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. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. 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 (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All 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. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. 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 \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. 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 as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or 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: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$ 4,000.00.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer 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. Engineer's standard hourly rates are attached as Exhibit "C".

Attachments: Exhibit A, Engineer's Services under this Agreement
Exhibit B, Schedule of Engineering Fees
Exhibit C, Engineer's Standard Hourly Rates

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

OWNER:

By: _____

Title: _____

Date Signed: _____

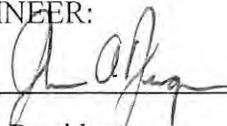
Address for giving notices:

City of Wayne _____

P.O. Box 8 _____

Wayne, NE 68787 _____

ENGINEER:

By:  _____

Title: President _____

Date Signed: 2/16/2015 _____

Engineer License or Firm's Certificate
Number: E-9608 _____

State of: Nebraska _____

Address for giving notices:

Advanced Consulting Engineering Services _____

P.O. Box 218 _____

West Point, NE 68788 _____

This is Exhibit “C”, **Engineer’s Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, _____.

Engineer’s Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit “C” and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Surveying/Staking/Topographic Services

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

Professional Services

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

Miscellaneous Reimbursable Expenses

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

EXHIBIT "A"
SCOPE OF SERVICES FOR THE DEVELOPMENT OF PLANS AND SPECIFICATIONS
FOR THE LOGAN VALLEY DRIVE SANITARY SEWER EXTENSION PROJECT

GENERAL

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

SERVICES INCLUDED

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

SCOPE OF SERVICES

Topographic Services

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

Preliminary Plans & Specifications

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

Final Plans and Specifications

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

Bidding and Negotiating Phase

ENGINEER will host a bid letting at a location, date and time specified by the OWNER. After opening all bids, a bid tabulation spreadsheet will be completed. The ENGINEER will verify the accuracy and completeness of the bids and will provide the OWNER with a recommendation for award of contract. Upon award of contract by the OWNER, the ENGINEER shall prepare contract documents for signature.

Construction Phase Services

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

Certification of Construction

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

Preparation of Record Drawing Information

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

DELIVERABLES:

- 2 sets of preliminary plans and specifications for OWNER review and comments
- 2 sets of final plans and specifications for OWNER review and approval
- 3 sets of final construction plans and one final specification, upon approval from all reviewing agencies

- Recommendation to CITY on Award of Contract
- Monthly progress reports and CONTRACTOR'S pay applications
- Copies of construction observation reports
- Certificate of Completion
- 2 sets of "As-Built" drawings, a copy will also be retained on file at our office

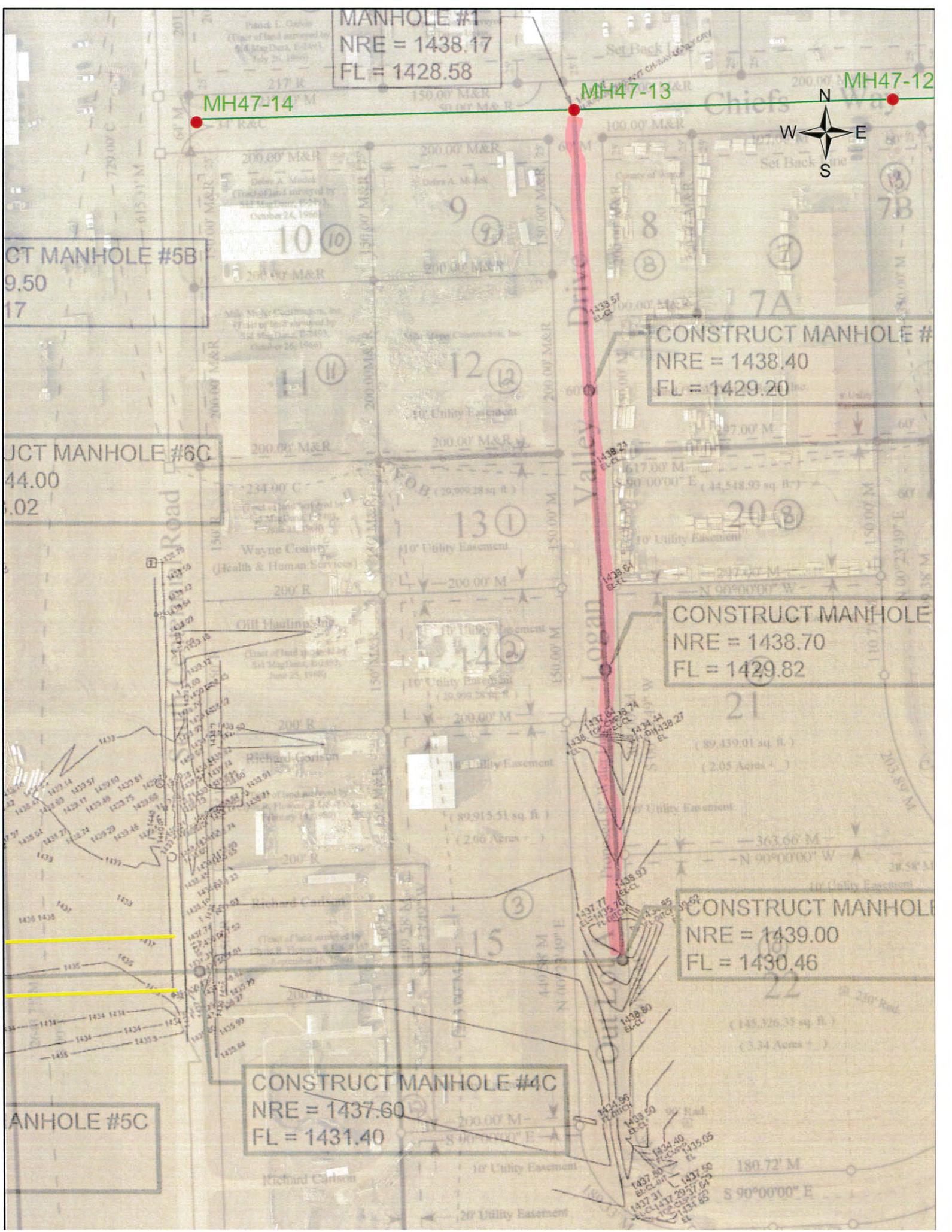
SERVICES NOT INCLUDE

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

EXHIBIT "B"

SCHEDULE OF ENGINEERING FEES

MILESTONE	APPROXIMATE COMPLETION DATE	LUMP SUM FEE
Topographic Survey	February 2015	\$1,000
Preliminary Plans	March 2015	\$750
Final Plans and Specifications	March 2015	\$750
Bidding, Negotiating, Contract	March 2015	\$500
Construction Phase Services	As needed	\$750
Post Construction Phase Services	As needed	\$250
TOTAL COST OF ENGINEERING SERVICES		\$4,000

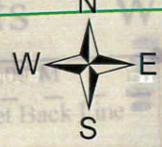


MANHOLE #1
NRE = 1438.17
FL = 1428.58

MH47-14

MH47-13

MH47-12



CT MANHOLE #5B
NRE = 1439.50
FL = 1431.17

CONSTRUCT MANHOLE #
NRE = 1438.40
FL = 1429.20

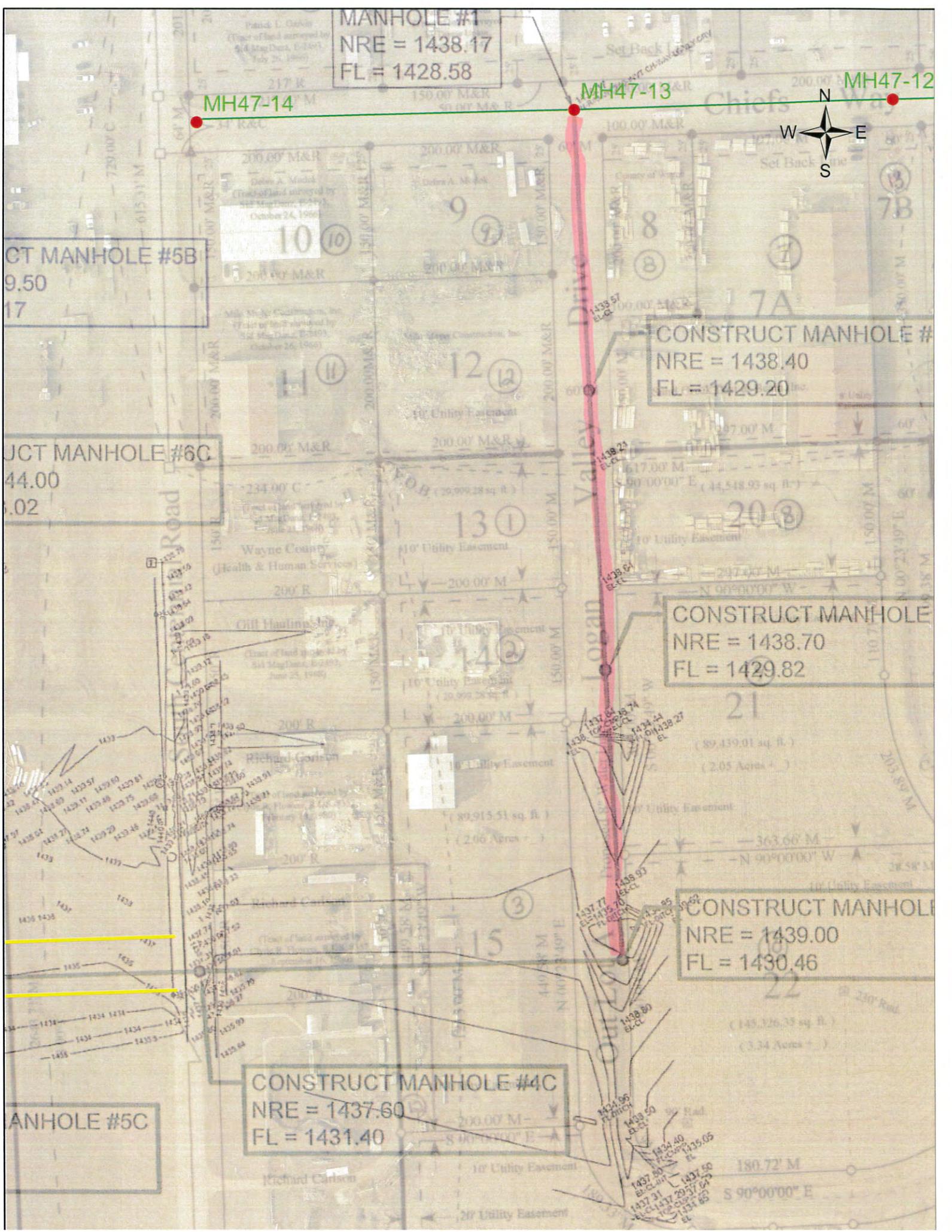
UCT MANHOLE #6C
NRE = 1434.00
FL = 1431.02

CONSTRUCT MANHOLE
NRE = 1438.70
FL = 1429.82

CONSTRUCT MANHOLE #4C
NRE = 1437.60
FL = 1431.40

CONSTRUCT MANHOLE
NRE = 1439.00
FL = 1430.46

MANHOLE #5C



[Back to Top](#)

CHANGE ORDER NO. 2

DATE OF ISSUANCE: June 1, 2015 EFFECTIVE DATE: June 1, 2015

OWNER: City of Wayne, Nebraska

CONTRACTOR: Robert Woehler & Sons Construction, Inc.

Project: 2014 Hillside Drive Paving and Storm Sewer Improvements

JEO Project No.: 130788/131118

ENGINEER: JEO Consulting Group, Inc. - Troy Johnston, PE

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

Description: Final Quantity Adjustment

Reason for Change Order: Final Quantity Adjustment

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$	<u>194,468.08</u>
Net Increase (Decrease) from previous Change Orders	
No.: <u>1</u> to <u>1</u> :	
\$	<u>(662.00)</u>
Contract Price prior to this Change Order:	
\$	<u>193,806.08</u>
Net increase (decrease) of this Change Order:	
	<u>(\$1,949.82)</u>
Contract Price with all approved Change Orders:	
\$	<u>191,856.26</u>

RECOMMENDED:

By: _____

ENGINEER (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

CONTRACTOR(Authorized Signature)

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Ready for final payment:	<u>60 Calendar Days</u>
	<u>January 6th, 2015</u>
	(days or dates)
Net change from previous	
Change Orders No.: ___ to ___:	
Ready for final payment:	_____
	(days)
Contract Times prior to this Change Order:	
Ready for final payment:	<u>60 Calendar Days</u>
	<u>January 6th, 2015</u>
	(days or dates)
Net (increase) decrease this Change Order:	
Ready for final payment:	_____
	(days or dates)
Contract Times with all approved Change Orders:	
Ready for final payment:	<u>May 1, 2015</u>
	(days or dates)

APPROVED:

By: _____

OWNER (Authorized Signature)

Date: _____

Date: _____

**2014 HILLSIDE DRIVE PAVING & STORM SEWER IMPROVEMENTS
WAYNE, NEBRASKA
Project No. 130788/131118**

June 1, 2015

CHANGE ORDER NO. 2

Owner: City of Wayne
PO Box 8
Wayne, NE 68787

Contractor: Robert Woehler & Sons Construction, Inc.
123 Fairground Avenue
Wayne, NE 68787

ORIGINAL CONTRACT AMOUNT: \$194,468.08

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADD	DEDUCT
Group A - Paving, Removals & Grading						
4.	338	SF	Remove Sidewalk	\$0.75	\$253.50	
5.	3	LF	Remove Concrete Curb & Gutter	\$7.50	\$22.50	
8.	2	LF	Build 9" Concrete Curb & Gutter	\$25.00	\$50.00	
9.	1	LF	Build 8" Concrete Curb & Gutter	\$24.00	\$24.00	
10.	609	SF	Build 8" Subgrade Preparation	\$0.75	\$456.75	
11.	9	SF	Build 4" Concrete Sidewalk	\$5.00		\$45.00
12.	618	SF	Build 5" PCC Trail	\$5.50	\$3,399.00	
13.	6	LF	Build Concrete Header	\$10.00		\$60.00
14.	24	SF	Install Detectable Warning Panel	\$20.00	\$480.00	
TOTAL GROUP "A"					\$4,685.75	\$105.00
Group B - Storm Sewer						
1.	15	LF	Build 36" HDPE Storm Sewer	\$57.54		\$863.10
2.	8	LF	Build 18" HDPE Storm Sewer	\$34.21		\$273.68
3.	37	LF	Build 15" HDPE Storm Sewer	\$31.67		\$1,171.79
6.	1	EA	15" HDPE F.E.S.	\$400.00		\$400.00
8.	1	EA	Area Inlet	\$4,500.00	\$4,500.00	
9.	1	EA	Storm Sewer Junction Box (<5')	\$4,000.00		\$4,000.00
10.	1	EA	Storm Sewer Junction Box (>5')	\$4,500.00		\$4,500.00
TOTAL GROUP "B"					\$4,500.00	\$11,208.57

Miscellaneous						
1.	89	SY	Install Erosion Control Mat	\$2.00	\$178.00	
TOTAL CHANGE ORDER NO. 2 - ADD					\$9,363.75	
TOTAL CHANGE ORDER NO. 2 - DEDUCT						\$11,313.57
TOTAL CHANGE ORDER NO. 2 - NET DEDUCT					(\$1,949.82)	
TOTAL CHANGE ORDER NO. 1 - ADD					\$1,298.00	
TOTAL CHANGE ORDER NO. 1 - DEDUCT						\$1,960.00
TOTAL CHANGE ORDER NO. 1 - NET DEDUCT					(\$662.00)	
NEW CONTRACT AMOUNT					\$191,856.26	

APPLICATION FOR PAYMENT NO. 3 & FINAL

To: City of Wayne, Nebraska
From: Robert Woehler & Sons Construction, Inc.
Contract For: 2014 Hillside Drive, Paving & Storm Sewer Improvements
ENGINEER's Project No. 131118 - 130788
For Work accomplished through the date of: June 1, 2015

1. Original Contract Price:	\$ 194,468.08
2. Net change by Change Orders and Written Amendments (+ or -):	(\$2,611.82)
3. Current Contract Price (1 plus 2):	\$ 191,856.26
4. Total completed and stored to date:	\$191,856.26
5. Percent of Project Completed <u>100%</u>	
6. Retainage (per agreement):	
_____ of completed Work and Stored Materials: \$ -	
(10% of the first 50% of work completed & stored)	
Total Retainage:	\$ -
7. Total completed and stored to date less retainage (4 minus 6):	\$ 191,856.26
8. Less previous Application for Payments:	\$ 172,488.63
9. DUE THIS APPLICATION (7 MINUS 8):	\$ 19,367.63

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 1 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: _____ Robert Woehler & Sons Construction, Inc.

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____ JEO CONSULTING GROUP, INC.

By: _____

APPLICATION APPROVED BY:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR'S PROGRESS ESTIMATE

Owner: City of Wayne
PO Box 8
Wayne, NE 68797

Date: June 1, 2015

Project: 2014 Hillside Drive
Paving & Storm Sewer Impr.

Estimate No.: 3 & Final

Contractor: Robert Woehler & Sons Const., Inc.
123 Fairground Avenue
Wayne, NE 68787

JEO Project No.: 131118
130788

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	QTY TO DATE	UNIT PRICE	TOTAL
Group A - Paving, Removals & Grading						
1	1	LS	Mobilization	1	\$9,000.00	\$9,000.00
2	1	LS	Traffic Control	1	\$4,000.00	\$4,000.00
3	9	EA	Remove & Reset Sign	9	\$200.00	\$1,800.00
4	4,143	SF	Remove Sidewalk	4,143	\$0.75	\$3,107.25
5	218	LF	Remove Concrete Curb and Gutter	218	\$7.50	\$1,635.00
6	182	SY	Build 12" Subgrade Preparation	182	\$10.00	\$1,820.00
7	182	SY	Build 9" PCC Paving w/Curb & Gutter	182	\$70.00	\$12,740.00
8	64	LF	Build 9" Concrete Curb & Gutter	64	\$25.00	\$1,600.00
9	68	LF	Build 8" Concrete Curb & Gutter	68	\$24.00	\$1,632.00
10	6,608	SF	Build 8" Subgrade Preparation	6,608	\$0.75	\$4,956.00
11	1,132	SF	Build 4" Concrete Sidewalk	1,132	\$5.00	\$5,660.00
12	5,476	SF	Build 5" PCC Trail	5,476	\$5.50	\$30,118.00
13	32	LF	Build Concrete Header	32	\$10.00	\$320.00
14	56	SF	Install Detectable Warning Panel	56	\$35.00	\$1,960.00
15	13.5	SF	Install Sign Panel	13.5	\$250.00	\$3,375.00
16	6	EA	Install Sign Post	6	\$150.00	\$900.00
17	112	SF	Install Crosswalk Markings	112	\$12.00	\$1,344.00
TOTAL GROUP "A"						\$85,967.25
GROUP B - STORM SEWER						

1	786	LF	Build 36" HDPE Storm Sewer	786	\$57.54	\$45,226.44
2	8	LF	Build 18" HDPE Storm Sewer	8	\$34.21	\$273.68
3	37	LF	Build 15" HDPE Storm Sewer	37	\$31.67	\$1,171.79
4	13	LF	Build 12" HDPE Storm Sewer	13	\$29.84	\$387.92
5	47	LF	Build 36" RCP Storm Sewer	47	\$78.00	\$3,666.00
6	1	EA	15" HDPE F.E.S	1	\$400.00	\$400.00
7	2	EA	Curb Inlet (Y=4')	2	\$4,000.00	\$8,000.00
8	2	EA	Area Inlet	2	\$4,500.00	\$9,000.00
9	2	EA	Storm Sewer Junction Box (<5')	2	\$4,000.00	\$8,000.00
10	2	EA	Storm Sewer Junction Box (>5')	2	\$4,500.00	\$9,000.00
11	2	EA	Remove Existing FES	2	\$100.00	\$200.00
12	2	EA	Concrete Collar	2	\$250.00	\$500.00
13	3,100	CY	Embankment (Borrow; Established Quantity)	3,100	\$5.50	\$17,050.00
14	4,500	SY	Remove and Replace TopSoil (6" depth)	4,500	\$0.75	\$3,375.00
15	1	ACRE	Seeding	1	\$2,250.00	\$2,250.00
TOTAL GROUP "B"						\$108,500.83
CHANGE ORDER NO. 1 - DEDUCT						(\$662.00)
CHANGE ORDER NO. 2 - DEDUCT						(\$1,949.82)
TOTAL GROUP "A" & "B"						\$191,856.26

EXHIBIT "E"
RECOMMENDATION OF ACCEPTANCE

DATE OF ISSUANCE: June 1, 2015

OWNER: City of Wayne, Nebraska

CONTRACTOR: Robert Woehler & Sons Construction, Inc.

Contract: 2014 Hillside Drive Paving and Storm Sewer Improvements

Project: 2014 Hillside Drive Paving and Storm Sewer Improvements

OWNER's Contract No.: _____

ENGINEER's Project No.: 130788/131118

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: Robert Woehler & Sons Construction, 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 June 1, 2015, 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 date of acceptance by the OWNER shown below.

The following documents are attached to and made a part of this Recommendation of Acceptance:
Payment Application No. 3 and Final

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

Executed by ENGINEER on _____
Date

JEO Consulting Group, Inc.
ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Recommendation of Acceptance on _____
Date

Robert Woehler & Sons Construction, Inc.
CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Recommendation of Acceptance on _____
Date

City of Wayne, Nebraska
OWNER

By: _____
(Authorized Signature)

RESOLUTION NO. 2015-63

A RESOLUTION ACCEPTING WORK ON THE “2014 HILLSIDE DRIVE PAVING AND STORM SEWER IMPROVEMENT PROJECT” AND AUTHORIZING FINAL PAYMENT THERETO.

WHEREAS, on the 15th day of July, 2014, the City of Wayne approved Resolution No. 2014-59 awarding the contract on the “2014 Hillside Drive Paving and Storm Sewer Improvement Project” to Robert Woehler & Sons Construction, Inc.; and

WHEREAS, the contract has been completed according to the terms of the plans and specifications and according to the report of the project engineer, JEO Consulting Group, Inc.

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 on the “2014 Hillside Drive Paving and Storm Sewer Improvement Project” be, and the same is, hereby accepted.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to make final payment to the contractor, including the retainage, pursuant to the project contract.

PASSED AND APPROVED this 2nd day of June, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

SCHEDULE OF FEES

Locker Rentals (Annual)

Large	\$	35.00
Medium	\$	25.00
Small	\$	15.00

Community Room (2-4 hours)

Member	\$	37.28	\$	20.00
Non-Member	\$	42.60	\$	40.00

Community Room (4+ Hours)

Member	\$	79.88	\$	60.00
Non-Member	\$	106.50	\$	100.00

Youth Center (2-4 hours)

Member	\$	40.00
Non-Member	\$	45.00

Youth Center (4+ hours)

Member	\$	75.00
Non-Member	\$	100.00

Gym Court Space

1/4 gym floor	\$25/Hr
1/2 gym floor	\$50/hr

<i>Rental of the gym to non-profit organizations is a flat rate of \$75</i>	Non-Profit	\$	250.00
	For Profit	\$	350.00

High school team court rental is \$20/hr.

Yoga rental fee - \$50/month **\$50/month w membership** **\$75/month w/o**
Weight Watchers rental fee - \$117.37/month