

(Amended: 7/18/16)

AGENDA
CITY COUNCIL MEETING
July 19, 2016

1. Approval of Minutes – July 5, 2016

2. Approval of Claims

The City Council will be hearing public comments on the following agenda items: _____

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. Report on the date for the “Cornerstone Ceremony” to take place at the Wayne Community Activity Center — Dr. Ken Liska, DVM

4. Update from WAED Marketing Committee on the Welcome to Wayne Sign Project and to obtain input from the City Council on other projects they could undertake with their remaining LB840 Funds of approximately \$9,000 (e.g. banners for the highways) — Lukas Rix/Wes Blecke

5. Action on the recommendation of the LB840 Citizen’s Sales Tax Advisory Committee on the Application of Lukas Rix, d/b/a Rustic Treasures, LLC, for a \$55,000 loan at 0% interest with a payback of 5 years

Background: The LB840 Citizen’s Sales Tax Advisory Committee will meet this evening on this application. Once we receive their recommendation tomorrow, we will forward the same to you for your review.

6. Action on “Tuffern Blue Estates Subdivision Agreement”

7. Resolution 2016-50: Approving Preliminary Engineering Services Agreement Supplement No. 6 between the City of Wayne and Olsson Associates, Inc. — Wayne Trail – Phase 2

Background: This agreement has been in negotiation with the Nebraska Department of Roads (NDOR) since the Council approved the north trail route in the field north of Westwood Road. It will cover the additional engineering design costs for the new trail route. NDOR trail funds will pay 80% of the cost of this agreement.

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

8. Resolution 2016-51: Accepting Bid and awarding contract on the demolition of 201 S. Windom Street and 819 6th Street

Background: This is more demolition work through the CIS grant. The structure at 201 S. Windom Street is a small house on the corner, and the structure at 819 6th Street is a mobile home.

Recommendation: Staff will open bids on Friday and make a recommendation before the Council meeting.

9. [Resolution 2016-52: Authorizing the Allocation of Property Taxes to the Wayne Airport Authority - \\$70,669.00](#)

Background: This is an annual request from the Wayne Airport Authority for a 3.5 mills share of the estimated 44 mills of city property tax.

10. [Resolution 2016-53: Accepting Proposal of McLaury Engineering, Inc., for the “Logan Creek and Highway 15 Walking Trail Bank Stabilization Project” — Option A for \\$9,950.00](#)

11. Action to set date(s) for budget work session (August 2, 2016 after regular Council Meeting)

12. [Action to approve new Municipal Code Update Chapter XIII - General Offenses](#)

Background: City staff has reviewed this section with our attorney. The changes recommended would simplify our city code to reference State Statutes that are already in place for the same offenses.

13. Discussion regarding the future of the proposed Highway 35 Expressway from South Sioux City past Wayne to Norfolk and the Nebraska Department of Roads’ completion of the Highway 275 Expressway

14. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
July 5, 2016**

The Wayne City Council met in regular session at City Hall on Tuesday, July 5, 2016, 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, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Nick Muir.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 23, 2016, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Brodersen, whereas, the Clerk has prepared copies of the Minutes of the meeting of June 21, 2016, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, 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, 3842.50; ALTEC INDUSTRIES, SU, 287.49; AMAZON.COM, SU, 325.04; AMERICAN RED CROSS, RE, 10.00; AMERITAS, SE, 2496.82; APPEARA, SE, 103.93; BARCO MUN PRODUCTS, SU, 571.38; BARONE SECURITY SYSTEMS, SE, 147.66; CITY EMPLOYEE, RE, 257.41; BLACK HILLS ENERGY, SE, 395.89; BLUE CROSS BLUE SHIELD, SE, 34676.53; BOMGAARS, SU, 1505.12; BROWN SUPPLY, SU, 1509.43; BSN SPORTS, SU, 74.99; C. H. GUERNSEY & COMPANY, SE, 12236.25; CARROLL DISTRIBUTING, SU, 255.00; CDS INSPECTIONS & BEYOND, SE, 255.00; CENTURLINK, SE, 414.49; CITIZENS STATE BANK, RE, 12232.64; CITY OF NORFOLK, SE, 124.46; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, RE, 18.00; CITY OF WAYNE, PY, 78604.39; CITY OF WAYNE, RE, 140.00; CITY OF WAYNE, RE, 541.89; COLONIAL RESEARCH, SU, 87.04; COMMUNITY HEALTH, RE, 4.00; COURTYARD MARRIOTT, SE, 210.00; CROUCH RECREATIONAL DESIGN, SU, 22285.00; CUSTOM FILTRATION, SU, 604.25; DAS ACCOUNTING, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 123.84; EAKES OFFICE PLUS, SE, 159.09; ECHO GROUP, SU, 743.07; ETS CORP, SE, 22.94; FIRST CONCORD GROUP, SE, 2972.98; FLOOR

MAINTENANCE, SU, 274.67; FOURTH GENERATION FAMILY, RE, 13477.86; GALE GROUP, SU, 148.14; GERHOLD CONCRETE, SU, 6474.34; GROSSENBURG IMPLEMENT, SU, 85.08; HAWKINS, INC, SU, 1690.86; HD SUPPLY WATERWORKS, SU, 202.17; HEGGEMEYER, LOWELL, SE, 275.00; HEIDI CLAUSSEN, SE, 650.00; HERITAGE INDUSTRIES, SU, 2500.00; HOLIDAY INN OF KEARNEY, SE, 332.00; HUBER TECHNOLOGY, SE, 2645.56; ICMA, RE, 7597.97; IRS, TX, 28000.94; JEO CONSULTING GROUP, SE, 10300.50; KRIZ-DAVIS, SU, 414.93; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 886.00; LOUIS BENSCOTER, RE, 946.18; MICHAEL TODD & CO, SU, 897.36; MID CONTINENT TESTING, SE, 276.00; MID PLAINS GRAIN, RE, 6867.93; MUNICIPAL SUPPLY, SU, 1583.04; MZRB LLC, RE, 3110.03; NNEDD, SE, 1180.00; NANCI WALSH, SE, 400.00; CITY EMPLOYEE, RE, 1830.42; NE CODE OFFICIAL ASSOCIATION, FE, 125.00; NE DEPT OF REVENUE, TX, 3856.01; NE DEPT OF ROADS, SE, 5779.62; NE LIBRARY COMMISSION, FE, 750.00; NE SAFETY COUNCIL, SE, 9.66; NPPD, SE, 257399.38; NE STATEWIDE ARBORETUM, FE, 100.00; NNPPD, SE, 488.11; NORTHWEST ELECTRIC, SE, 1477.06; NOVA HEALTH EQUIPMENT, SE, 1412.92; OLSSON ASSOCIATES, SE, 1621.01; ONE OFFICE SOLUTION, SU, 81.88; PAT MELENA, RE, 81.36; CITY EMPLOYEE, RE, 41.90; PINNACLE OPERATIONS CENTER, FE, 10.00; QUALITY 1 GRAPHICS, SU, 64.20; RESCO, SU, 9.63; SAND CREEK POST & BEAM, SU, 586.11; SCHMADER ELECTRIC, SE, 250.00; SIOUXLAND TURF PRODUCTS, SU, 180.00; STAPLES, SU, 285.01; UNITED WAY, RE, 5.00; VAN DIEST SUPPLY, SU, 958.80; WAED, SE, 1005.00; WAYNE COMMUNITY SCHOOLS, RE, 7136.75; WESCO, SU, 4628.29; WINDOM RIDGE, RE, 328.33; WISNER WEST, SU, 28.01; AMERICAN BROADBAND, SE, 2582.71; APPEARA, SE, 64.73; CHARTWELLS, SE, 5743.80; CITY OF NORFOLK, SE, 12.00; CITY OF WAYNE, RE, 300.00; CITY OF WAYNE, RE, 95.00; CITY OF WAYNE, RE, 152.97; COPY WRITE PUBLISHING, SE, 74.92; CREDIT BUREAU SERVICES, RE, 450.00; CITY EMPLOYEE, RE, 3880.00; DANKO EMERGENCY EQUIP, SU, 132.08; DE LAGE LANDEN FINANCIAL, SE, 77.00; FLOOR MAINTENANCE, SU, 45.11; FRANK SHEDA JR., SE, 225.00; GILL HAULING, SE, 170.50; GROSSENBURG IMPLEMENT, SU, 126.98; CITY EMPLOYEE, RE, 96.98; HEIKES AUTOMOTIVE, SE, 411.75; HOMETOWN LEASING, SE, 412.86; JEO CONSULTING GROUP, SE, 8451.00; KRIZ-DAVIS, SU, 169.66; CITY EMPLOYEE, RE, 129.50; VIAERO, SE, 246.89; NE NEB INS AGENCY, SE, 65951.00; NNPPD, SE, 6152.00; ONE CALL CONCEPTS, SE, 104.67; OVERDRIVE, SU, 814.39; PITNEY BOWES, SU, 1497.56; STEVE LUTT, RE, 355.93; WAYNE COUNTY CLERK, SE, 164.00; WAYNE STATE COLLEGE, RE, 1200.00; WAPA, SE, 26635.99; ZACH HEATING & COOLING, SE, 8034.00

Councilmember Haase 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, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items

to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Sievers introduced Ordinance 2016-12, and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2016-12

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 15 MINUTES, 30 MINUTES AND ONE HOUR; LOCATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Mayor Chamberlain declared the time was at hand for the second public hearing to obtain public input on the application for Community Development Block Grant – Comprehensive Investment and Stabilization Grant No. 13-CIS-106.

Jan Merrill with the Northeast Nebraska Economic Development District was present to answer questions. She advised the Council that a second public hearing is required for each CDBG funded project to obtain citizen input, comments, or opinions with regard to the program performance.

The City of Wayne was awarded \$215,000 in CDBG Comprehensive Investment and Stabilization (CIS) funds of which \$178,160 was used for public facilities, \$25,665 was used for clearance/demolition, and \$10,404.60 has been expended for general administration of the project. The total project cost is \$409,729.60. The City of Wayne provided a match of \$195,500.00 in sewer improvements. This project will benefit at least 51% low-to-moderate income persons, and no persons were displaced as a result of the project

No action was needed on the matter.

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

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

Since the WAED Marketing Committee was not ready to give an update on the “Welcome to Wayne Sign Project,” etc., the matter will be scheduled for a future Council meeting.

Wes Blecke, Director of Wayne Area Economic Development, was present and advised the Council that the LB840 Sales Tax Advisory Committee met and reviewed one application to Wayne’s Economic Development Program Fund. The Committee reviewed the request of Dr. Joshua J. Hopkins for a \$35,000 loan to build a new eye clinic on West Highway 35. The requested terms were for a zero/low interest loan of \$35,000 for 3-5 years.

The recommended terms from the Committee included a 3-year, \$35,000 loan at 0% interest for the first 2 years, and 3% interest for the third year. With four members of the Committee present and one via phone, the vote to recommend approval with the modified terms was unanimous.

Mr. Blecke stated he was going to start recommending on all of the application that the Council place some type of stipulation that if there has not been any action on a project by a certain period, then they need to come back through the committee process so that the funds are not tied up indefinitely.

Dr. Joshua Hopkins was present to answer questions. He has a purchase agreement for 2.25 acres east of the Dollar General property. The closing on this property should take place in 2-3 weeks. His goal is to have the groundbreaking within two years. He would assume by the spring to have a sign on the property saying “Future site of.”

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, approving the recommendation of the LB840 Sales Tax Advisory Committee on the application of Josh Hopkins for a \$35,000, low interest loan to build a new eye clinic on West Highway 35, upon the following terms and conditions:

- The clinic is built within 4 years;
- The purchase of the property is completed within 12 months; and

- It will be a 3-year \$35,000 loan at 0% interest for the first 2 years and 3% interest for the third year.

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

Wes Blecke, Executive Director of Wayne Area Economic Development, provided the Council with the six-month LB 840 activity update. Mr. Blecke stated after a certain amount of time goes by and there has not been anything done with the project, he would like to remove that project from the spreadsheet. Those funds would then be decommitted, similar to what was done with the tornado relief funds. He would then contact the applicants to advise them of the same. He is also recommending to the LB840 Committee to place time frames to complete the projects in their recommendations.

Mayor Chamberlain recommended adopting a policy that after a certain amount of time of no activity, that the funds are decommitted. Attorney Miller was going to research on how to amend the LB840 plan.

Steve Rames, presenting McLaury Engineering, Inc., advised the Council that only one bid was received on the “Nebraska Street Water Main Replacement Project – 2016.” That bid came from Rutjens Construction, Inc., for \$369,498.40. He was recommending that the same be rejected, for the reason that it exceeded 20% of the engineer’s estimate on the project. In addition, he recommended that the City rebid the project. The primary reason there was only one bid and it was high was the completion date of September 1, 2016.

City Administrator Johnson stated the next agenda item will be to request a six-month extension for the CIS Grant in an effort to obtain more and better bids for this project. The extension would take us to May 1, 2017.

Councilmember Giese introduced Resolution No. 2016-49 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2016-49

A RESOLUTION REJECTING THE BID ON THE “NEBRASKA STREET WATER MAIN REPLACEMENT PROJECT 2016.”

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

Jan Merrill with the Northeast Nebraska Economic Development District stated that she would draft a letter to the Nebraska Department of Economic Development requesting a six-month extension for the following reasons:

- Release of funds of February 22, 2016, delayed selecting an engineering firm to design the project and advertise for bids;
- Only one bid was received, and it was substantially higher than the engineer’s estimates;
- The engineer recommends rebidding the project, as all contractors have other jobs they have bid and cannot complete the project in the projected time-line; and
- The engineer indicated we could have two bidders if the time-line is extended.

Councilmember Eischeid made a motion, which was seconded by Councilmember Greve, requesting a six-month extension on Community Development Block Grant #14-CIS-006 from the Nebraska Department of Economic Development. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Olsson Associates presented Change Order No. 3 for the “Airport Lift Station Project” for \$651.00 to Mark Albenesius, Inc., for additional electrical wire and conduit for the lift station.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, approving Change Order No. 3 for the “Airport Lift Station Project” for \$651.00 to Mark Albenesius, Inc., for additional electrical wire and conduit for the lift station. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

JEO Consulting Group, Inc., presented Change Order No. 4 for the “2016 Wayne Aquatic Center Project” for a decrease of \$1,075.00 to Christiansen Construction Co., LLC, which represents a revision in quantities for said project.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving Change Order No. 4 for the “2016 Wayne Aquatic Center Project” for a decrease of \$1,075.00 to Christiansen Construction Co., LLC, which represents a revision in quantities. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

JEO Consulting Group, Inc., presented Application for Payment No. 12 for the “2016 Wayne Aquatic Center Project” for \$187,702.27 to Christiansen Construction Co., LLC. They have found the work to date completed in accordance with the plans and specifications and recommend approval of the same.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving Application for Payment No. 12 for \$187,702.27 to Christiansen Construction Co., LLC, for the “2016 Wayne Aquatic Center Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

JEO Consulting Group, Inc. presented Application for Payment No. 11 for the “2015 Wastewater Treatment Facility Improvement – Phases 3, 4, & 5 Project” for \$52,422.00 to Eriksen Construction, Co., Inc. They have found the work to date completed in accordance with the plans and specifications and recommend approval of the same.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving Application for Payment No. 11 for \$52,422.00 to Eriksen Construction, Co., Inc., for the “2015 Wastewater Treatment Facility Improvement – Phases 3, 4, & 5 Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

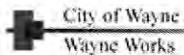
Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, to enter into executive session to discuss the offer to purchase alley property from Jason Schulz, to protect the public interest, and to allow Attorney Miller, City Clerk McGuire, Finance

Director Braden, City Planner Hansen and Police Chief Chinn to be in attendance. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried, and executive session began at 6:08 p.m.

Mayor Chamberlain again stated that the matter to be discussed in execution session relates to the offer to purchase alley property from Jason Schulz.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, to resume open session. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried, and open session resumed at 6:25 p.m.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:25 p.m.



CLAIMS LISTING

July 19, 2016

Vendor Name

ALTEC INDUSTRIES, INC.	HANDLINE SET/TOOL APRON	555.18
AMERICAN RED CROSS	PAYROLL DEDUCTIONS	10.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2396.41
APPEARA	LINEN AND MAT SERVICE	163.97
BAKER & TAYLOR BOOKS	BOOK	599.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	88.00
BROWN SUPPLY CO	BACKFLOW PREVENTERS	2315.42
BSN SPORTS, INC	SOFTBALLS	110.00
CERTIFIED TESTING SERVICES INC	AQUATIC CENTER/BIOSOLIDS	5743.00
CHRISTIANSEN CONSTRUCTION	AQUATIC CENTER	187702.27
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	CAC MEMBERSHIP OVERPAYMENT	10.00
CITY OF WAYNE	PAYROLL	76138.76
CITY OF WAYNE	UTILITY REFUNDS	600.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	36.66
CUMMINS CENTRAL POWER, LLC	GENERATOR PREVENTATIVE MAINTENANCE	916.03
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	75.00
DUTTON-LAINSON COMPANY	ELECTRIC METERS	1310.33
CITY EMPLOYEE	HEALTH REIMBURSEMENT	696.47
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	428.28
ERIKSEN CONSTRUCTION CO, INC	BIOSOLIDS	52422.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	9.00
GAMBLE LANDSCAPING	HANK OVERIN LANDSCAPING	6420.00
GERHOLD CONCRETE	BRESSLER PARK/GRID MARKERS	2127.64
HAWKINS, INC	POOL CHEMICALS	406.36
ICMA RETIREMENT	RETIREMENT	7600.07
INGRAM BOOK COMPANY	BOOKS	1272.33
IRS	PAYROLL TAXES	26747.41
ISLAND SPRINKLER SUPPLY CO	IRRIGATION SUPPLIES	288.50
JOHN'S WELDING AND TOOL LLC	GATE HINGES/VALVE WRENCH/ HR PLATE	1010.03
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1046.93
LOVE SIGNS	TRAIL SIGN	162.50
MARCO INC	COPY CHARGES	126.36
MICHAEL FREDERICK	BOOKS	24.00
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	101.50
NE DEPT OF REVENUE	PAYROLL TAXES	3641.82
NE LIBRARY ASSOCIATION	MEMBERSHIP DUES	335.00
PENGUIN RANDOM HOUSE LLC	BOOKS	124.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	10.76
PROVIDENCE MEDICAL CENTER	POLICE SERVICES/FD RESCUE SUPPLIES	137.19
RECREATION SUPPLY CO, INC.	DOLPHIN SWIVEL CABLE/HOOKS/HANDLE	665.85
CITY EMPLOYEE	HEALTH REIMBURSEMENT	3194.18
SPARKLING KLEAN	JANITORIAL SERVICE/SUPPLIES	3214.82
STATE NEBRASKA BANK	CAC/LIBRARY PETTY CASH	297.10
SUPERCIRCUITS	KEYFOBS	620.00
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE/INSITE FEES	1075.00
UNITED WAY	PAYROLL DEDUCTIONS	5.00

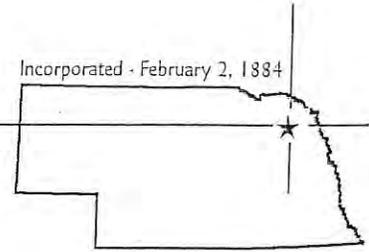
US BANK	LODGING/MEALS/PROJECTOR/TEST KITS ETC	3884.20
VIAERO	CELL PHONES	132.53
WAYNE COUNTY COURT	BOND	300.00
WAYNE HERALD	ADS AND NOTICES	1591.76
WAYNE SWIM TEAM	CONCESSIONS AT THE POOL	963.59
WAYNE VETERINARY CLINIC	CAT AND DOG IMPOUNDS	294.00
WESCO DISTRIBUTION INC	TERMINATORS	65.54
WHITE REALTY & APPRAISAL	RAILROAD RIGHT OF WAY	1000.00
WISNER WEST	FD GASOLINE	91.16
ZACH HEATING & COOLING	HANK OVERIN AIR CONDITIONERS	1823.00

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: Kenneth Hiska

Address: 57479 854th Road

Wayne, NE 68787

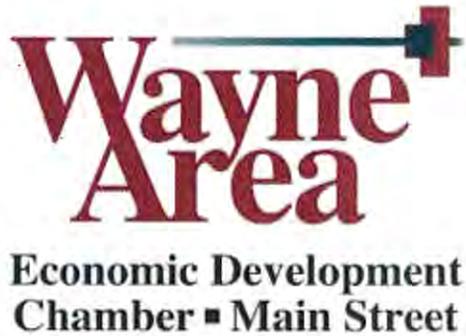
Telephone No.: 402-375-1254 Home / 402-375-0446 Cell

Date of Request: July 8, 2016

Description of Requested Topic: _____

Report date of cornerstone ceremony
at Wayne Community Activities Center and
invite city officials to attend (Council & city
administrator) August 20, 2016





July 15, 2016

Lowell Johnson
City Administrator
306 Pearl Street
Wayne, NE 68787

RE: Sales Tax Advisory Committee – recommendation for Rustic Treasures / Lukas Rix (\$55,000)

Dear Lowell,

The Sales Tax Advisory Committee met on July 14 and reviewed an application to Wayne's Economic Development Program fund.

The Committee recommended approving a request by Lukas Rix (Rustic Treasures) for a \$55,000 loan to purchase and rehabilitate the "old 1912 City Hall" property. The requested terms were for a zero/low interest loan at \$55,000 for 5 years. The recommended terms from the committee includes a **\$55,000 loan at 0% interest for 5 years**. The project needs to commence within 12 months. With 5 members of the Committee present, the vote to recommend approval with the modified terms was unanimous.

Using its "LB 840 Application Review" matrix, the committee scored the project with the following: *Doesn't Meet* scored 4; *Doesn't Meet/Somewhat Meets* scored 2; *Somewhat Meets* scored 12; *Somewhat Meets/Meets* scored 7; and *Meets* scored 34. This scoring is used for deliberation only. The committee does not use a raw number threshold to recommend projects to the City Council.

Please convey this recommendation to the members of the City Council so necessary steps can be taken to complete the application process to the Wayne Economic Development Program fund. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. O.", written over a light blue horizontal line.

Executive Director

**APPLICATION FOR WAYNE'S
ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND**

Application Number:

Date Received

7/6/16

2016

LB840 (form approved 073109)

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION			2. PERSON PREPARING APPLICATION		
Applicant Name <u>Lukas Bix</u>			Name/Business <u>Rustic Treasures LLC</u>		
Mailing Address <u>207 Main St</u>			Address <u>207 Main St</u>		
<u>Wayne</u>	<u>NE</u>	<u>68787</u>	<u>Wayne</u>	<u>NE</u>	<u>68787</u>
(City)	(State)	(ZIP)	(City)	(State)	(Zip)
Telephone Number <u>402-833-1800</u>			Telephone Number		
Fax Number			Federal Tax ID # / SS#		
Federal Tax ID Number			Email Address		
Email Address <u>Rustictreasuresinwayne@gmail.com</u>			Email Address		
3. BUSINESS TYPE			5. FUNDING SOURCES		
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____			WEDP Funds Requested \$ <u>55,000</u> Matching Funds \$ <u>55,000</u> Other Funds \$ <u>62,500</u> Total Project Funds \$ <u>172,500</u> <i>(Round amounts to the nearest hundred dollars.)</i>		
4. ASSISTANCE TYPE REQUESTED					
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other _____					

6. PROGRAM SUMMARY: Brief narrative description of the project for which WEDP funds are requested

Purchasing the old city Hall building "1912" & fully renovating the space into retail. We are expanding our sales floor and product line. Will be putting all new windows, doors, HVAC, wiring & fixtures.

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WEDP funds.

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds.

<u>Lukas Bix</u> Signature in ink	<u>Lukas Bix Owner</u> Typed Name and Title	<u>7-4-16</u> Date Signed
<u>[Signature]</u> Agent	<u>Nes Bleche Executive Director WEDP</u> Typed Name and Title	<u>7/6/16</u> Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:

Wayne Area Economic Development
Wayne Economic Development Program Fund
108 W 3rd St
Wayne, NE 68787
(402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements	0	17,500	52,500	70,000	Equity Bank financing
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.	55,000	37,500	10,000	102,500	Equity WAFS RLF
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
TOTAL PROGRAM COSTS	55,000	55,000	62,500	172,500	

APPLICANT CERTIFICATIONS

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By: _____ Date: _____

If benefiting business/organization is a Corporation, sign below:

By: _____ Date: _____

Attest

Typed Name/Title

Date

1912 Project Plan

Current Condition

Wayne Community Theatre has retained ownership of the building for the last 15 years. With the removal of bathrooms and all interior walls the building will need a full renovation. Full energy code and building code requirements will need to be met.

1912 Emporium

With a growing consignor database and traffic counts increasing at the current Rustic Treasures location, we are in need of additional sales floor space for our high end products. The 1912 Emporium will offer a shopping experience different from anything found in Northeast Nebraska. It will be a combination of hand crafted, consigned and new wholesale merchandise.

Renovation

Purchase of the property will be complete on August 1st with renovation scheduled to start immediately. All new windows and doors will be replaced before snow fly. New electrical service and HVAC systems will be installed this fall. Interior renovation will take place through the winter with a scheduled open date of April 2017.

LB840 Proposal

We are requesting a \$55,000 loan at 0% interest, with a payback period of 5 years. Almost 75% (\$40,000) of the funds we are requesting from the LB840 fund will be going towards all new doors and windows in the historical part of the building. The windows and doors will be thermal aluminum and double paned energy efficient glass.

Project Budget

Equity	55,000	
LB 840	55,000	
Bank (Building)	52,500	
WAED	10,000	
Building		70,000
HVAC		20,000
Wiring		20,000
Plumbing		4,500
Windows & Doors		40,000
Bathrooms		4,000
Building Repairs		14,000
	172,500	172,500

**TUFFERN BLUE ESTATES
SUBDIVISION AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of July, 2016, by and between Todd Luedeke and Cheryl Luedeke, husband and wife, (hereinafter referred to as "Subdivider"), the CITY OF WAYNE, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"), and the COUNTY OF WAYNE, NEBRASKA, a political subdivision, (hereinafter referred to as "County")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as TUFFERN BLUE ESTATES, (hereinafter referred to as the "Area to be Developed") is within the City's zoning and platting jurisdiction; and

WHEREAS, the Subdivider requires public improvements in the area to be developed; and

WHEREAS, the Subdivider desires to have the area to be developed within the City's zoning and platting jurisdiction; and

WHEREAS, the Subdivider wishes to connect the water main system within the area to be developed to the water system of the City; and

WHEREAS, the parties wish to agree upon the manner and the extent to which any public funds may be expended in connection with public improvements to be constructed within the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of same may be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of a type of public improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. In this connection, financing costs shall include all financing fees and bond fees and financing to date of levy of special assessments. The date of any levy of special assessments shall mean within six (6) months after acceptance of the improvement by the City.
- B. "Property benefited" in the event of the creation of any improvement district, shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites.

- C. "District" shall mean an improvement district formed by action of the Wayne City Council for the purpose of designing, financing and constructing public improvements for the subdivision.

SECTION I

Subdivider, City and County covenant that any water main and sanitary sewer main improvements installed by the Subdivider will be constructed to Nebraska Department of Health and Human Services and Nebraska Department of Environmental Quality standards and City standards and dedicated to the City water utility and/or the City sewer utility for maintenance.

Subdivider and City and County covenant that public improvements installed by any extension or paving district created by the City or the County may be installed and provided as set forth herein.

- A. Water distribution mains, hydrants and valves constructed within easements or street right-of ways per plat (Exhibit "A") will be provided by Subdivider. If any utility extension district is to be created, it will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be specially assessed to the property benefited.
- B. Private wells for potable water are prohibited everywhere within the boundaries of the Tuffern Blue Estates Subdivision.
- C. Subdivider agrees to pay \$5,000 to the City of Wayne Water Utility to connect the Subdivision to the City water system, for the purpose of defraying 1/10th of the \$50,000 of "pioneering investment" contributed by the City of Wayne water utility to the Muhs' Acres Water Extension District to defray the cost of the water transmission line across the undeveloped land between the east boundary of the Muhs' Acres extension district and the connection at City Well #6.
- D. Underground electrical service to each buildable lot within the subdivision shall be provided by the Subdivider, **unless the subdivision is annexed.**
- E. Street lighting for public or private streets dedicated per plat (Exhibit "A") shall be provided by the Subdivider.
- F. **Sidewalks will be provided at the home owner's expense upon construction of each home.**
- G. Grading for the subdivision shall be completed by the Subdivider at the Subdivider's expense.
- H. In lieu of the dedication of green space area to the City, Subdivider agrees to pay the optional Park Fee for Tuffern Blue Estates rural subdivision calculated to be \$900, as required to satisfy the City park ordinance requirements for new residential subdivisions.

SECTION II

Subdivider and City covenant and agree that any utility or paving district created by the City or County will:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City or the County pertaining to construction of public improvements in subdivisions and testing procedures therefore except as otherwise provided in this agreement.
- B. Except as may otherwise be mutually agreed to by the City or County and the Subdivider, any of said publically created Water or Paving Districts' levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels.
- C. The District's engineer shall provide the following information to the Subdivider and the City or County at least 20 days prior to the meeting of the City Council or County Commissioners held to propose the levy of special assessments:
 - (1) A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.
 - (2) A plat of the area to be assessed.
 - (3) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - (a) The amount paid to the contractor.
 - (b) A special itemization of all other costs of the project, including but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's fees and bond fees.
 - (c) A special itemization of all costs of the District not itemized in (a) and (b) above.
- D. The City and County agree to not unreasonably delay acceptance of an improvement and that City or County shall levy special assessments within six (6) months after acceptance of the improvement(s).

SECTION III

- A. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

C. Binding Effect. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, we, the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF WAYNE

CITY CLERK

MAYOR Date

ATTEST:

SUBDIVIDER

TODD LUEDEKE Date

ATTEST:

SUBDIVIDER

CHERYL LUEDEKE Date

ATTEST:

COUNTY OF WAYNE, NEBRASKA

CHAIR Date

STATE OF NEBRASKA
COUNTY OF WAYNE

On this ____ day of July, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Todd Luedeke, Subdivider, who is personally know by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

STATE OF NEBRASKA
COUNTY OF WAYNE

On this ____ day of July, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Cheryl Luedeke, Subdivider, who is personally know by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

STATE OF NEBRASKA
COUNTY OF WAYNE

On this ____ day of July, 2016, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Ken Chamberlain, Mayor of the City of Wayne, Nebraska, who is personally know by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

STATE OF NEBRASKA
COUNTY OF WAYNE

On this ____ day of July, 2016, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Randy Larson, Chair of the Wayne County Commissioners, County of Wayne, Nebraska, who is personally know by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

RESOLUTION NO. 2016-50

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENTAL AGREEMENT NO. 6 BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES, INC. RELATING TO THE WAYNE TRAIL – PHASE 2 PROJECT STPB-90(4).

WHEREAS, the City of Wayne and Olsson Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (YK0502) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

WHEREAS, the City of Wayne understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Wayne and Olsson Associates, Inc., wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that Ken Chamberlain, Mayor of the City of Wayne, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 6 between the City of Wayne and Olsson Associates, Inc.

NDOR Project Number: STPB-90(4)
NDOR Control Number: 31777
NDOR Project Description: Wayne Trail – Phase 2

PASSED AND APPROVED this 19th day of July, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

SUPPLEMENTAL AGREEMENT #6

CITY OF WAYNE, NEBRASKA
OLSSON ASSOCIATES, INC.
PROJECT NO. STPB-90(4)
CONTROL NO. 31777
WAYNE TRAIL – PHASE 2

THIS SUPPLEMENTAL AGREEMENT is between the City of Wayne ("LPA") and Olsson Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") YK0502 and Supplemental Agreements #1-5, providing for Consultant to provide preliminary engineering services for LPA's Federal Aid project, and

WHEREAS, it is necessary that redesign work be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. STPB-90(4), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 3, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State issued Consultant a written Notice-to-Proceed on June 23, 2016. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work as set out in the Original Agreement, Supplemental Agreement(s) #1-5, and this Supplemental Agreement by August 31, 2017.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION V FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1-5, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$13,437.43 to \$16,012.17, an increase of \$2,574.74. Actual costs are increased from \$114,934.07 to \$135,009.33, an increase of \$20,075.26. The total agreement amount is increased from \$128,371.50 to \$151,021.50, an increase of \$22,650.00 which Consultant must not exceed without the prior written approval of the State.

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

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

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

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

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

EXECUTED by Consultant this _____ day of _____, 2016.

OLSSON ASSOCIATES, INC.
John S. Olsson, P.E.

Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

EXECUTED by LPA this _____ day of _____, 2015.

CITY OF WAYNE
Ken Chamberlain

Mayor

Subscribed and sworn to before me this _____ day of _____, 2016.

Clerk

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

Date

Consultant Work Order (Local Projects)

Project No. STPD-90(4)		Control No. 31777	
Consultant (Name and Representative) Olsson Associates - Jon G. Olsen		Agreement No. YK0502	Work Order No. 7
LPA (Name and Representative) City of Wayne, Joel Hanson		Constr. Change Order No. (If applicable) 2	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement (include scope of services, deliverables, and schedule) The trail alignment will be redesigned from Station 334+50 to Station 401+00. This work will remove the portions of the trail that run along the existing City Streets, Westwood Road and Sherman Street. The new alignment will run along the north City Limits Line and connect back into the previously designed alignment at Station 401+00. This work will involve the construction of approximately 1,100' of trail. Work includes updating the NDOR Re-Evaluation form and the construction plans to construct this new section of trail.</p>			
Work Title		Summary of Fee	
Expanded Design & Right-of-Way Tasks		A. Total Direct Labor Cost	= 7,151.62
		B. Overhead (Factor * x A)	= 12,654.08
		C. A + B	= 19,805.70
		D. Profit/Fee (Factor ** x C)	= 2,574.74
		E. Direct Non-Labor Cost	= 269.56
*Overhead Factor	176.94%	F. Subconsultant Services	=
**Profit/Fee Factor	13.00%	TOTAL FEE: C + D + E + F	= \$22,650.00
Total Fee Notes: The fee summary is attached as Exhibit B		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE \$22,650.00 <input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant: Olsson Associates

Name	Signature	Date
Jon G. Olsen		6-8-2016
LPA:		
Joel J. Hansen		6-8-2016
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
Deana McKinstry		6-8-16
LPS Unit Head Review (for PE Phase):		
LPS Engineer or Construction Engineer (Construction Phase):		
Harry L. Hepp		6/23/16
FHWA: (FHWA Approval on Full Oversight Projects Only)		
Name	Signature	Date

Notice to Proceed will be granted by email by:
 LPS PC for Preliminary Engineering & CD PC for Construction Engineering

Notice to Proceed Date:
6/23/16

Distribution: Consultant, LPA - RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC.
 DR Form 250, March 2014

Wayne Trail Phase II - Supplemental No. 4 Labor Rates

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon G. Olsen
 Phone/Email: 402-458-5614 / jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733 / jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soula
 Phone/Email: 402-479-3562 / jeffrey.soula@nebraska.gov
 Date: April 8, 2016

Code	Classification Title	Hours	Blended Rate	Amount
PR	Principal		\$66.15	
PM	Project Manager	66	\$52.40	\$3,458.40
SENG	Senior Engineer			
ENG	Engineer	38	\$31.25	\$1,187.50
SDTAS	Senior Des Tech/Assoc Surveyor	72	\$25.95	\$1,868.40
LSRV	Survey Crew Chief/ Licensed Surveyor			
SENV	Senior Environmental Scientist	2	\$49.06	\$98.12
ENV	Environmental Scientist	20	\$26.96	\$539.20
TOTALS		198		\$7,161.62

CLASSIFICATIONS*

PR = Principal
 PM = Project Manager
 SENG = Senior Engineer
 ENG = Engineer
 SDTAS = Senior Des Tech/Assoc Surveyor
 LSRV = Survey Crew Chief/ Licensed Surveyor
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist

Blended Rates Worksheet (Actual rates for 2015)

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
Tom Leikam	Program Manager	\$66.15	100.0%
		Blended Rate	\$66.15
Project Manager			
Jon Olsen	Sen. Engineer	\$52.40	100.0%
		Blended Rate	\$52.40
Senior Engineer			
		Blended Rate	
Engineer			
John Coburn	Assist. Engineer	\$31.25	100.0%
		Blended Rate	\$31.25
Senior Des Tech/Assoc Surveyor			
Jason Martins	Deisgn Assoc.	\$28.85	70.0%
Drew Peterson	Assoc. Surveyor	\$21.00	10.0%
Brandon Anderson	Assist. Surveyor	\$16.50	10.0%
Jason Larson	Senior Tech	\$20.00	10.0%
		Blended Rate	\$25.95
Survey Crew Chief/ Licensed Surveyor			
			100.0%
		Blended Rate	
Senior Environmental Scientist			
Brian Osborn	Group Leader	\$49.39	80.0%
Joan Darlin	Technical Leader	\$59.76	20.0%
		Blended Rate	\$49.06
Environmental Scientist			
Amy Cherko	Project Scientist	\$27.64	85.0%
Madison Leonard	Associate Scientist	\$23.13	15.0%
		Blended Rate	\$26.96
		Blended Rate	

Consu

Wayne Trail Phase II - Supplemental No. 4 Direct Expenses

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-458-5614, jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733/ jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soula
 Phone/Email: 402-479-3562/ jeffrey.soula@nebraska.gov
 Date: April 8, 2016

Subconsultants:			
	Quantity	Unit Cost	Amount
Subtotal			
Printing and Reproduction:			
	Quantity	Unit Cost	Amount
Half Size Prints During Design			
Full Size Prints PS&E Submittal			
Final Signed Plans			
Subtotal			
Mileage/Travel:			
	Quantity	Unit Cost	Amount
Assume 1-trip to project site	240	\$0.54	\$129.60
Wellhead delineation Survey Vehicle	100	\$0.54	\$54.00
Hazmat site visit		\$0.54	
Subtotal			\$183.60
Lodging/Meals:			
	Quantity	Unit Cost	Amount
Lunch (1 trip to Wayne)	1	20	\$20.00
Subtotal			\$20.00
Other Miscellaneous Costs:			
	Quantity	Unit Cost	Amount
Miscellaneous copies and other direct bill items	1	\$85.96	\$85.96
Subtotal			\$85.96
TOTAL DIRECT EXPENSES			\$269.56

2012 Standard Rates*		
Type	Rate	
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51 /mi	
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535 /mi	
Black and White Copies	Actual reasonable cost	
Color Copies	Actual reasonable cost	
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost	
Equipment	Actual reasonable cost	
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above	
Automobile Rental	Actual reasonable cost	
Air fare	Actual reasonable cost, giving the State all discounts	
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide, not to exceed \$104 in Omaha/Douglas County	
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:	
	Statewide	Omaha/Douglas County
Breakfast	\$7.00	\$10.00
Lunch	\$11.00	\$15.00
Dinner	\$23.00	\$31.00
Incidentals	\$5.00	\$5.00
Totals	<u>\$46.00</u>	<u>\$61.00</u>

Wayne Trail Phase II - Supplemental No. 4 Cost by Task

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-459-5614, jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733/ jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soula
 Phone/Email: 402-479-3562/ jeffrey.soula@nebraska.gov
 Date: April 8, 2016

Major Tasks	Total Hours	Direct Labor Cost	Overhead 176.94%	Fixed Fee 13.00%	Total Project Cost
I. Project Management	10	\$524.00	\$927.17	\$188.65	\$1,639.82
II. Final Design	166	\$5,990.30	\$10,599.24	\$2,166.64	\$18,746.18
III. Environmental	22	\$637.32	\$1,127.67	\$229.45	\$1,994.44
Direct Expenses					\$269.56
TOTAL	198	\$7,151.62	\$12,654.08	\$2,574.74	\$22,850.00

Wayne Trail Phase II - Supplemental No. 4 Project Cost

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-458-5614 / jolsen@ols.associates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733 / jhansen@cityofwayne.org
 NDOR Project Coordinator: Jeff Soula
 Phone/Email: 402-479-3562 / jeffrey.soula@nebraska.gov
 Date: April 8, 2016

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal		\$66.15	
Project Manager	66	\$52.40	\$3,458.40
Senior Engineer			
Engineer	38	\$31.25	\$1,187.50
Senior Des Tech/Assoc Surveyor	72	\$25.95	\$1,868.40
Survey Crew Chief/ Licensed Surveyor			
Senior Environmental Scientist	2	\$49.06	\$98.12
Environmental Scientist	20	\$26.96	\$539.20
TOTALS	198		\$7,151.62

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		
Mileage/Travel		
Lodging/Meals		\$183.60
Other Miscellaneous Costs		\$20.00
TOTALS		\$85.96

Total Project Costs:		Amount
Direct Labor Costs		\$7,151.62
Overhead @ 176.940%		\$12,654.08
Total Labor Costs		\$19,805.70
Fixed Fee @ 13.00%		\$2,574.74
Direct Expenses		\$269.56
PROJECT COST		\$22,660.00

RESOLUTION NO. 2016-51

**A RESOLUTION ACCEPTING BID ON THE RAZING OF TWO PROPERTIES
(DEMOLITION AND REMOVAL OF THE STRUCTURES) LOCATED AT 201 S.
WINDOM STREET AND 819 6TH STREET.**

WHEREAS, two competitive bids on the demolition and removal of the structures located at 201 S. Windom Street and 819 6th Street were received on July 15, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the demolition and removal of the structures located at 201 S. Windom Street and 819 6th Street, as submitted by the following contractor, is the best bid received.

201 S. Windom Street		
<u>Bidder</u>		<u>Amount of Bid</u>
Milo Meyer Construction Wayne, NE 68787		\$4,450.00
819 6th Street		
<u>Bidder</u>		<u>Amount of Bid</u>
Big Red Renovators Grand Island, NE 68803		\$2,500.00

BE IT FURTHER RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the published notice, and attached hereto, be and the same is hereby accepted.

PASSED AND APPROVED this 19th day of July, 2016.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

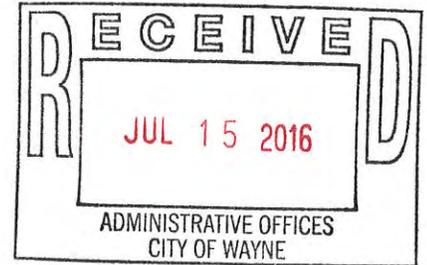
STEVE MEYER
CELL: 402-369-0283
OFFICE: 402-375-3440



MARK MEYER
CELL: 402-369-0284
OFFICE: 402-375-3440

1002 INDUSTRIAL RD. WAYNE, NE 68787

**DEMOLITION BID
SUBMITTED TO THE CITY OF WAYNE
HOUSE AT 201 SOUTH WINDOM**



Bid Includes:

- a.) Demolition of House and removal to Jackson Landfill
- b.) Cost of containers
- c.) Cost of landfill fees
- d.) Remove and dispose of concrete off-site
- e.) Cost of imported fill
- f.) Haul, level and compact fill as needed

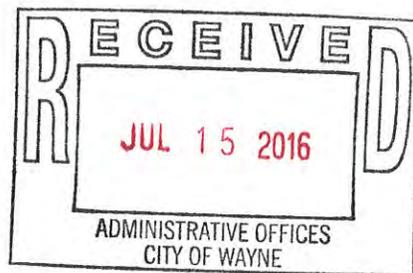
Total Bid \$ 4,450.00

Bid does NOT include:

- a.) Removal or capping of gas, water and sewer lines
- b.) Any soil tests
- c.) Any razing permit
- d.) Any seeding or sodding
- e.) Any utility disconnects
- f.) Any responsibility for damage to or repair of underground utilities
- g.) Any Bond
- h.) Any asbestos abatement
- i.) Any prior taxes that have not been paid on property

Big Red Renovators
1316 Sheridan Pl
Grand Island, NE 68803
(308)258-1661
jfriedrichsen@outlook.com

Estimate 1024



ADDRESS

Lowell Johnson
City Of Wayne
306 N Pearl Street PO Box 8
Wayne, NE 68787-1903

DATE
07/13/2016

TOTAL
\$15,000.00

ACTIVITY	QTY	RATE	AMOUNT
House Removal/Site Clearing We propose to provide all equipment and labor to demolish one single story structure. We will provide all disposal fees, permits. City to disconnect utilities. We will remove foundation walls and fill in foundation hole with clean fill dirt and compact to an even elevation to surrounding land.	1	15,000.00	15,000.00

TOTAL \$15,000.00

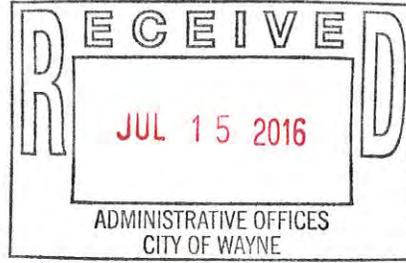
THANK YOU.

Accepted By

Accepted Date

Big Red Renovators
1316 Sheridan Pl
Grand Island, NE 68803
(308)258-1661
jfriedrichsen@outlook.com

Estimate 1023



ADDRESS

Lowell Johnson
City Of Wayne
306 N Pearl Street PO Box 8
Wayne, NE 68787-1903

DATE
07/13/2016

TOTAL
\$2,500.00

ACTIVITY	QTY	RATE	AMOUNT
Mobile Home Removal We Propose to remove the abandoned mobile home from the yard site. We will Provide permits and disposal fees. Utility Disconnects to be by others	1	2,500.00	2,500.00

TOTAL

\$2,500.00

THANK YOU.

Accepted By

Accepted Date

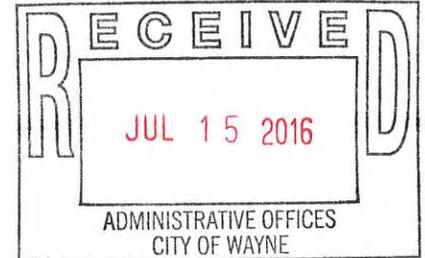
STEVE MEYER
CELL: 402-369-0283
OFFICE: 402-375-3440



MARK MEYER
CELL: 402-369-0284
OFFICE: 402-375-3440

1002 INDUSTRIAL RD. WAYNE, NE 68787

**DEMOLITION BID
SUBMITTED TO THE CITY OF WAYNE
TRAILER AT 819 6th STREET**



Bid Includes:

- a.) Remove and dispose of trailer to Jackson Landfill
- b.) Cost of containers
- c.) Cost of landfill fees
- d.) Cost to load containers
- e.) Repair sidewalks if damaged
- f.) Any required permits

Total Bid \$ 6,950.00

NOTE: Trailer has asbestos in the roof. We will deal with that problem one way or a secondary option.

Bid does NOT include:

- a.) Any responsibility for damage to or repair of underground utilities
- b.) Any capping of gas, sewer or water lines
- c.) Any razing permit
- d.) Any Bond
- e.) Any utility disconnects
- f.) Any seeding or sodding
- g.) Any prior taxes that have not been paid on property

RESOLUTION NO. 2016-52

**A RESOLUTION AUTHORIZING THE ALLOCATION OF
PROPERTY TAXES TO THE WAYNE AIRPORT AUTHORITY.**

WHEREAS, the Governor signed LB989 of the 1997 Session into law, and this law authorizes the City Council to allocate property taxes to the Wayne Municipal Airport Authority; and

WHEREAS, LB 1114 allows Airport Authorities to adopt a resolution requesting that the governing body of the city include their tax levy in the city budget; and

WHEREAS, the Wayne Municipal Airport Authority has requested \$70,669 in property tax allocation; and

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska, hereby finds and determines that it is in the best interest of the City to allocate \$70,669 in property taxes to the Wayne Municipal Airport Authority.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City of Wayne allocates \$70,669 to the Wayne Municipal Airport Authority.

PASSED AND APPROVED this 19th day of July, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

PRELIMINARY LEVY ALLOCATION FROM CITY OF WAYNE
RESOLUTION NO. 2016-1

WHEREAS, Nebraska Statute 77-3443 (3) requires all political subdivisions subject to city levy authority to submit a preliminary request for levy allocation to the city council; and

WHEREAS, the Wayne City Council is the levy authority for the Wayne Municipal Airport.

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2016-2017:

FUND TAX REQUEST

General Fund	<u>\$ 70,669</u>
TOTAL	<u>\$ 70,669</u>

BE IT FURTHER RESOLVED that said Public Airport has repayment of Interest-Free Loans from the Department of Aeronautics for \$14,896 and this amount is not included in the above tax request as allowed by law.

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2016-2017:

TOTAL

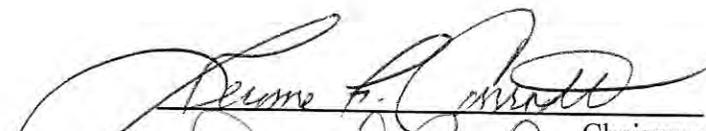
Motion by David Ley to adopt Resolution NO. 2016-1. Seconded by Carl Rump.

Voting yes were: Jerome Conradt, Carl Rump
Rocky Tompkins, David Ley

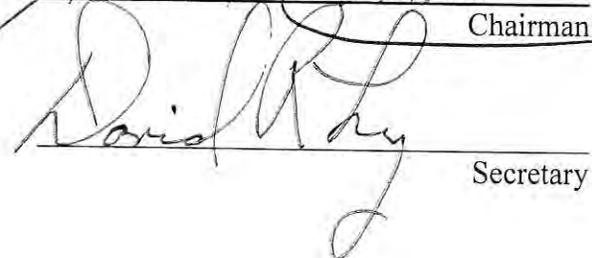
Voting no were: NONE

Motion carried.

Date this 11th day of July, 2016.



Chairman



Secretary

RESOLUTION NO. 2016-53

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT BETWEEN THE CITY OF WAYNE AND MCLAURY ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE “LOGAN CREEK AND HIGHWAY 15 WALKING TRAIL BANK STABILIZATION PROJECT.”

WHEREAS, two proposals have been received regarding engineering services for the “Logan Creek and Highway 15 Walking Trail Bank Stabilization Project:” and

WHEREAS, said proposals have been reviewed by city staff; and

WHEREAS, city staff is recommending that the proposal of McLaury Engineering, Inc., — Option A for \$9,950.00 be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement for engineering services for the “Logan Creek and Highway 15 Walking Trail Bank Stabilization 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 19th day of July, 2016.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

July 13, 2016

City of Wayne, NE
Attn: Mr. Johnson
City Administrator
306 Pearl St.
Wayne, NE 68787



RE: Proposal for Design and Construction Engineering Services
Logan Creek and Highway 15 Walking Trail Bank Stabilization

Dear Mr. Johnson,

I want to thank you for your request for a proposal from McLaury Engineering, Inc. (MEI) for Civil Engineering Services for the proposed Logan Creek and Highway 15 Walking Trail Bank Stabilization project. MEI is excited about the opportunity to submit and hopefully work with you and your staff on this bank stabilization project.

As requested in your email dated 06/30/16, I have included a sheet pile alternative. Attached you will find three estimates for the Rough Magnitude of Projected Project Costs, (1) Riprap Only, (2) Sheet Pile Only, and (3) Combined Riprap and Sheet Pile. I understand that engineering services will be provided through construction.

This proposal is a Lump Sum fee for services proposal and includes both Design and Construction Engineering services. Stated completion for the project is December 1, 2016. After reviewing the anticipated project schedule, McLaury Engineering has the staff available to meet the proposed deadline.

Also, included are hourly rates for 2016 for any additional services that may be needed beyond the Scope of Work. Any work/services performed out of scope will be billed at the company normal billing rates. McLaury does not invoice for any other equipment, computer, mileage etc. and all costs for overhead items are included in the hourly rates.

UNDERSTANDING OF YOUR PROJECT

The City of Wayne plans to stabilize bank erosion for approximately 85 feet along the north bank of Logan Creek east of Highway 15 beginning at the east end of the concrete apron wall similar to the bank stabilization on the south side of the creek in this location.

The City is proposing to stabilize the bank with Rock Riprap and the City would also like to consider extending the existing sheet pile wall from its existing termination to a point approximately 40 feet down stream.

The City would like keep the project as simple as possible in design and construction and maximize the available funding for construction.

CORPORATE OFFICE
118 W. Main St
PO Box 1130
Elk Point, SD 57025
(605) 356-2308

SIOUX FALLS OFFICE
5032 S Bur Oak Place
Suite #110
Sioux Falls, SD 57108
(605) 271-8998

PARKSTON OFFICE
110 N. First St
PO Box 916
Parkston, SD 57366
(605) 928-7676

WAYNE OFFICE
208 Main St
PO Box 232
Wayne, NE 68787
(402) 833-1830

MEI has prepared and attached a proposed project site layout which details the following items: Site Access for Riprap Delivery/Staging Area, Fence Removal, Pedestrian Railing Removal, Site Access for Construction Equipment, and Riprap area.

MEI's scope of services includes:

- Surveying for design and construction is not included. MEI does not see a need to expend resources surveying this site either for design or construction. The scope of the work is generally maintenance type work and involves some clearing and grubbing, shaping, and placement of filter fabric and riprap; similar in nature to a FEMA bank stabilization project. If the sheet pile option is chosen, the sheet pile alignment will be set by the engineer in the field.
 - The Lump Sum Fee for each option is based on the scope of the project as defined by the quantities used in the Rough magnitude of Projected Project Costs. Final quantities in excess of 120% of the estimated quantities may require an additional engineering fee.
- Preparation of all applications required for Federal, State, or local permits for construction including flood plain permits, 404 permits, storm water permits, FEMA, NEMA etc., as may be necessary, and insuring all data is sufficient for receiving such permits.
 - Eight (8) hours are included in the Lump Sum Fee proposal for administration of the 404 permit and should be adequate for a project of this size and complexity. Additional time for administration of the permit will be billed hourly.
- Submittal of completed design documents to local regulatory agencies as required and assisting the City in obtaining approval for improvements from such agencies
- Assisting the City in obtaining bids for construction, including: coordinating and attending pre-bid meetings, when required; answering all technical questions from prospective bidders; and preparing bid addenda as required
- Assist the City in acquiring Temporary Construction Easement as shown in the attached layout.
- Provide construction engineering and inspection for this project. This would include construction observation, processing payment applications, and preparing final as-built plans of the final construction. These construction services will be time and materials service at normal billing rates.
- All the above shall be in conformance to/with City, State, and Federal requirements

Selected Option:

_____ Option A – Rock Riprap Stabilization

_____ Option B – Sheet Pile Stabilization

_____ Option C – Riprap and Sheet Pile Stabilization

MEI will also submit printed copies and the computerized file copy of final design and construction contract documents and meet with the City project team to present and review final design documents.

Below is a list of our normal billing rates. Note: MEI does not have reimbursable expenses outside the hourly rates shown below. We do not bill mileage, printing, technology, GPS, or any other fees.

**McLaury Engineering Inc.
Hourly Billing Rates for Additional Services**

<u>Title</u>	<u>Rate</u>
Principal Engineer	\$155.00
Engineering Manager	\$155.00
Survey Manager	\$140.00
Design Engineer I	\$110.00
Design Engineer II	\$105.00
EIT Engineer	\$85.00
Administration	\$85.00
Surveyor	\$82.00
Engineering Assistant	\$57.00

This short form contract shall be considered an attachment to EJCDC contract form C-520 and describes the work to be completed by McLaury Engineering Inc.

Questions can be forwarded to Steven Rames, PE at (402) 833-1830 or on his cell phone at (605) 695-0383. Steven will handle all of the design, communications, day to day coordinating and scheduling activities to make your project a success.

Please do not hesitate to call with any questions.

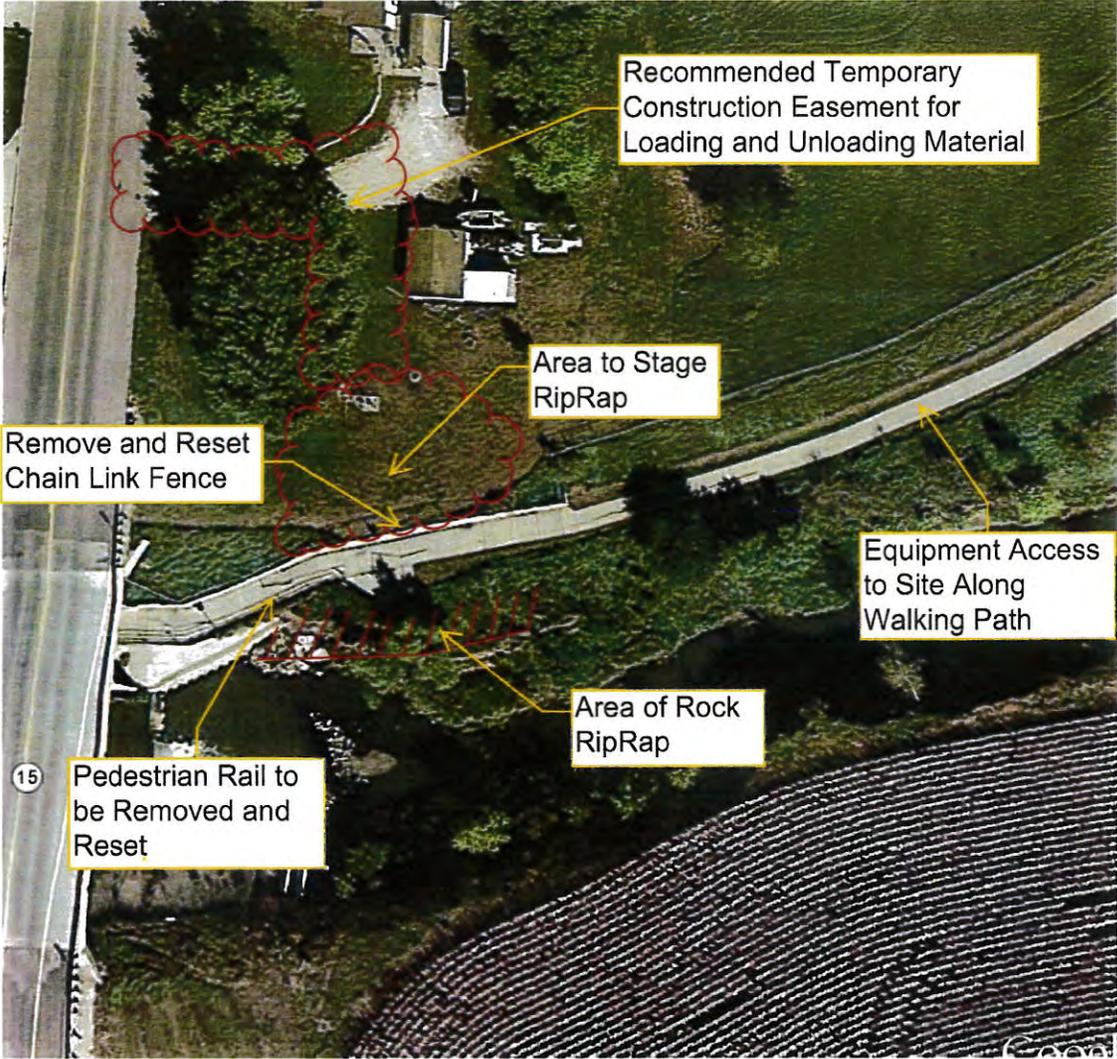
Best regards,



Kim L. McLaury, PE, PLS
President

City of Wayne, NE – Logan Creek and Highway 15 Walking Trail Bank Stabilization	
AGREED TO THIS _____ DAY OF _____ July _____, 2016	
SIGNATURE: _____	
PRINTED NAME: _____ Lowell D. Johnson _____	
TITLE: _____ City Administrator, City of Wayne _____	
SIGNATURE:  _____	Date: July 14, 2016
PRINTED NAME: _____ Kim L. McLaury, PE, PLS _____	Date: July 14, 2016
TITLE: _____ President _____	

Project Site Layout



**CITY OF WAYNE
WALKING TRAIL STABILIZATION AT HWY 15 UNDERPASS**

ROUGH MAGNITUDE OF PROJECTED PROJECT COSTS

ROCK RIPRAP ONLY - OPTION A				ROUGH MAGNITUDE OF COST	
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST
1	MOBILIZATION	LUMP SUM	1	\$2,500.00	\$2,500.00
2	GENERAL CLEARING AND GRUBBING	LUMP SUM	1	\$500.00	\$500.00
3	UNCLASSIFIED EXCAVATION (BORROW)	CY	150	\$20.00	\$3,000.00
4	REMOVE AND RESET CHAIN LINK FENCE	LF	50	\$30.00	\$1,500.00
2	STEEL SHEET PILE	SF	0	\$25.00	\$0.00
3	PEDESTRIAN BARRIER RAIL	LF	40	\$70.00	\$2,800.00
6	TRAFFIC CONTROL	LS	1	\$750.00	\$750.00
2	SEEDING, TYPE C	ACRE	0.25	\$1,610.00	\$402.50
9	HYDROMULCH	TON	0.25	\$2,300.00	\$575.00
10	RIPRAP FILTER FABRIC	SY	285	\$3.50	\$997.50
11	ROCK RIPRAP, TYPE B	TON	325	\$75.00	\$24,375.00
				SubTotal	\$37,400.00

ROUGH MAGNITUDE ESTIMATE OF PROJECT COSTS

Construction Subtotal	\$37,400.00
Contingency (20%)	\$7,480.00
Total Estimated Construction	\$44,880.00

Engineering Design Fee \$9,950.00

Total Estimated Cost of Project \$54,830.00

Assumptions:

- 1 Pedestrian Railing will need to removed and replaced or reinstaleld
- 2 Construction will require easment from private property requiring removal of Chainlink fence
- 3 Rock Riprap will be set 2 ft deep and extend 85 east from the concrete apron
- 4 Rock Riprap will be toed into the bottom of the creek and extend approximately 26 ft up the bank
- 6 There will be restoration and reseeding of disturbed areas
- 7 Site access will be from the east along the walking trail and from the private property to the north
- 8 This project is not responsible for restoring damaged walking trail

**CITY OF WAYNE
WALKING TRAIL STABILIZATION AT HWY 15 UNDERPASS**

ROUGH MAGNITUDE OF PROJECTED PROJECT COSTS

SHEET PILE ONLY - OPTION B				ROUGH MAGNITUDE OF COST	
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST
1	MOBILIZATION	LUMP SUM	1	\$6,000.00	\$6,000.00
2	GENERAL CLEARING AND GRUBBING	LUMP SUM	1	\$500.00	\$500.00
3	UNCLASSIFIED EXCAVATION (BORROW)	CY	150	\$20.00	\$3,000.00
4	REMOVE AND RESET CHAIN LINK FENCE	LF	50	\$30.00	\$1,500.00
2	STEEL SHEET PILE	SF	1200	\$25.00	\$30,000.00
3	PEDESTRIAN BARRIER RAIL	LF	40	\$70.00	\$2,800.00
6	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00
2	SEEDING, TYPE C	ACRE	0.25	\$1,610.00	\$402.50
9	HYDROMULCH	TON	0.25	\$2,300.00	\$575.00
10	RIPRAP FILTER FABRIC	SY		\$3.50	\$0.00
11	ROCK RIPRAP, TYPE B	TON		\$75.00	\$0.00
				SubTotal	\$47,277.50

ROUGH MAGNITUDE ESTIMATE OF PROJECT COSTS

Construction Subtotal	\$47,277.50
Contingency (20%)	\$9,455.50
Total Estimated Construction	\$56,733.00

Engineering Design Fee \$14,000.00

Total Estimated Cost of Project \$70,733.00

Assumptions:

- 1 Pedestrian Railing will need to removed and replaced or reinstaleld
- 2 40 Linear Feet of Sheet Pile driven to a depth of 30 feet
- 3 Construction will require easment from private property requiring removal of Chainlink Fence
- 4 There will be restoration and reseeding of disturbed areas
- 5 Site access will be from the east along the walking trail and from the private property to the north
- 6 This project is not responsible for restoring damaged walking trail

**CITY OF WAYNE
WALKING TRAIL STABILIZATION AT HWY 15 UNDERPASS**

ROUGH MAGNITUDE OF PROJECTED PROJECT COSTS

ROCK RIPRAP & SHEET PILE - OPTION C				ROUGH MAGNITUDE OF COST	
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EST COST
1	MOBILIZATION	LUMP SUM	1	\$5,000.00	\$5,000.00
2	GENERAL CLEARING AND GRUBBING	LUMP SUM	1	\$500.00	\$500.00
3	UNCLASSIFIED EXCAVATION (BORROW)	CY	150	\$20.00	\$3,000.00
4	REMOVE AND RESET CHAIN LINK FENCE	LF	50	\$30.00	\$1,500.00
2	STEEL SHEET PILE	SF	1200	\$25.00	\$30,000.00
3	PEDESTRIAN BARRIER RAIL	LF	40	\$70.00	\$2,800.00
6	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00
2	SEEDING, TYPE C	ACRE	0.5	\$1,610.00	\$805.00
9	HYDROMULCH	TON	0.25	\$2,300.00	\$575.00
10	RIPRAP FILTER FABRIC	SY	283	\$3.50	\$990.50
11	ROCK RIPRAP, TYPE B	TON	325	\$75.00	\$24,375.00
				SubTotal	\$72,045.50

ROUGH MAGNITUDE ESTIMATE OF PROJECT COSTS

Construction Subtotal	\$72,045.50
Contingency (20%)	\$14,409.10
Total Estimated Construction	\$86,454.60

Engineering Fee (Design & Construction) \$19,300.00

Total Estimated Cost of Project \$105,754.60

Assumptions:

- 1 Pedestrian Railing will need to removed and replaced or reinstaleld
- 2 40 Linear Feet of Sheet Pile driven to a depth of 30 feet
- 3 Construction will require easiment from private property requiring removal of Chainlink fence
- 4 Rock Riprap will be set 2 ft deep and extend 85 east from the concrete apron
- 5 Rock Riprap will be toed into the bottom of the creek and extend approximately 26 ft up the bank
- 6 There will be restoration and reseeding of disturbed areas
- 7 Site access will be from the east along the walking trail and from the private property to the north
- 8 This project is not responsible for restoring damaged walking trail



July 14, 2016

Lowell Johnson, City Administrator
City of Wayne
PO Box 8
306 North Pearl St
Wayne, NE 68787

RE: Wayne, Nebraska
Bank Stabilization Project
JEO Project No. 161073

Dear Mr. Johnson:

Enclosed is our response based on your request for a proposal on June 23, 2016 to assist in stream bank stabilization along the Wayne Trail. We are enclosing our scope, fee and cost opinions for two methods of stabilization. Should you select JEO we will provide our standard agreement for your consideration.

During our proposal preparation phase we were able to complete a site visit and hold several conversations with staff to obtain input. We believe there are at least two methods to solve this problem. Sheet pile can be completed and permitted easier than a rock riprap but may not be the preferred method. The riprap method may take longer to permit and satisfy the reviewing authority but may cost slightly less. It should be noted engineering services are not proportional to the project cost due to the complex nature and complex permitting requirements. We've recently completed a project in Nebraska similar to this one and we understand the effort it will require to assist you through this process.

As noted in the scope of services our fee for this project is \$25,245. We propose that Roger Protzman will be JEO's Project Manager and client contact on this project and Justin Stine will be the project engineer. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

This agreement will be open for acceptance for 30 days unless changed by us in writing.

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

Sincerely,

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

Roger S. Protzman
Senior Project Engineer

Encl.

JEO CONSULTING GROUP INC

308 W. 3rd Street | Suite 1 | Grand Island, Nebraska 68801-5941 | p: 308.381.7428 | f: 308.381.2635
www.jeo.com



EXHIBIT A - SCOPE OF SERVICES

City of Wayne
Bank Stabilization Project
JEO PROJECT NO. 161073.00

July 2016

BACKGROUND

The city of Wayne has requested JEO provide an engineering services proposal for a potential bank stabilization project along South Logan Creek along the trail south of the city park at the point the creek and Highway 15 intersect. Erosion is occurring on the north bank east of the highway 15 bridge after the sheet pile and retaining wall end. JEO visited the site, discussed the project with the City Administrator.

SCOPE OF SERVICES

Based upon our experience with similar types of projects, JEO recommends the following scope of services.

Task 1: Project Management and Meetings

Task 1.01 – Management

The project management task includes preparation of monthly progress reports and invoices, budget monitoring, day to day coordination between the project team, and other coordination with project owners and stakeholders outside of regularly scheduled meetings.

Task 1.02 – Meetings

The following formal meetings are anticipated during the design phase of the project:

- Draft Design review with the City
- Cost-share assistance request from Lower Elkhorn NRD for the design phase. (no meetings)
- Final Design review meeting

Task 2: Field Survey and Background Data

2.01: Topographic Field Survey

The JEO team will conduct a topographic field survey at the project site. A topographic map of the design reach will be created with sufficient detail to design the proposed interventions. A sufficient number of temporary benchmarks will be placed so that horizontal and vertical control can be established throughout the design and construction of the proposed interventions. The field survey may be supplemented with available LiDAR data, if needed.

2.02: Background Data

The JEO Team will gather, review, and incorporate existing information for the project site, including existing LiDAR data, past survey information, and available utility and ROW drawings.

Task 3: Draft Design (60%)

3.01: Draft Plans

Two preliminary (60%) bank stabilization plans will be created and cost opinions developed. These will include plan view extents of potential stabilization areas along with minor vertical alignment analysis and typical sections of the stabilization scheme. The draft plans will not include repairs to the trail in the immediate project area due to impact from construction as requested by Lowell Johnson.

Option 1 will be a sheet pile design which could likely be constructed this year due to an easier permitting process and Option 2 will be a rock stabilization that likely cost less but may require a longer time to obtain permitting, especially from the USACE.

3.02: Quantity and Cost Opinions

Quantities and cost opinion will be developed for the proposed construction project.

3.03: Hydrology and Hydraulics

Existing available hydrology and hydraulic models encompassing the project area will be obtained (if available) and reviewed to determine the design parameters, specifically including using HEC RAS to best design the stabilization methods and structures, especially while keeping in mind floodplain permitting criteria. If no existing models exist, or are determined to be non-applicable to the project, then an unofficial model will be created to determine project effects on the floodplain for permitting purposes.

3.04: QA/QC

The draft plans and documents will be reviewed for accuracy and constructability.

3.05: Mid-Completion Review (60%) Meeting

Upon reaching 60% design status, a draft design package will be prepared and submitted to the City for review. This design package will include plan sheets, quantity estimates, and cost opinions. In addition to providing electronic draft plans to the City staff, a plan-in-hand review meeting will occur at this stage.

Task 4: Permitting

Task 4.01 – USACE 404 Permit

The JEO Team will investigate USACE 404 permitting needs for the proposed project. Attempts will be made to avoid the need for a 404 permit, however it is assumed that a Nationwide 404 Permit will be required. JEO will assist in applying for and obtaining the Nationwide 404 Permit, including performing a wetland delineation and determining project impacts. Should the need arise for special consultation or extended consultation with the USACE additional services shall be considered.

Task 4.02 – Floodplain Permit

The JEO Team will assist in preparing and submitting a floodplain permit application. The project is in a FEMA designated Floodway, requiring “No Rise” certification.

Task 4.03 – NDOR Permit

The JEO Team will assist in preparing and submitting a permit application to occupy NDOR ROW.

Task 5: Final Design

Task 5.01 – 95% Plans and Specifications

Draft plans will be carried forward through final design, incorporating any comments made during the draft design review meeting with the City. Draft specifications for the project will also be developed at this stage.

Task 5.02 – Final (100%) Plans and Specifications

Any final comments from the 95% review will be incorporated into the final design and specification package.

Task 6: Bidding Assistance and Construction Administration

It is anticipated the construction of all improvements will be completed under one contract, within 60 calendar days after giving contractor Notice to Proceed (NTP) and no later than April 30th, 2017:

Task 6.01: Bidding Assistance

JEO will assist City during the bidding process. A pre-bid meeting / site showing is not anticipated. JEO will conduct the bid opening and recommend action to the City based upon the received bids and alternates.

Task 6.02: Pre-Construction Meeting

Once construction contracts have been awarded and notice to proceed given, JEO will coordinate a pre-construction meeting with the contractor, City staff, and other potential stakeholders.

Task 6.03: Construction Staking

JEO will coordinate with the contractor to stake the limits of the improvements detailed by the construction plans. The Engineer will determine placement of stakes deemed necessary for contractor to construct the improvements. Any stakes destroyed or damaged after initial placement will be replaced at a cost to the contractor.

Task 6.04: Construction Observation

JEO will provide a part-time Resident Project Engineer (up to 20 hours) to observe construction of the project. RPR is estimated at approximately five (5) visits at four (4) hours per visit. Specific duties of the Resident Project Engineer include:

- Review the contractor's work for general compliance with the plans and specifications
- Review, coordinate, and document construction progress
- Provide photographic documentation of the work

Task 6.05: Construction Management

JEO will assist City with processing change orders, reviewing payment requests from the contractor, final walk-through, as-built drawings, and recommendation of acceptance. JEO will also coordinate with any permitting/regulatory agencies, if required.

Deliverables

Deliverables will be distributed to the City and other stakeholders as necessary throughout the project. Specific deliverables for this project will include:

- Monthly Progress Reports
- Preliminary Design Plans
- Final Design Plans and Specifications
- Cost Opinions
- Bid Documents

Schedule*

Notice to Proceed.....	July 2016
Field Survey	August 2016
Draft (60%) Design Complete.....	September-October 2015
Final Design Complete.....	October 2016
Permitting.....	October – November 2016
Bidding.....	November-December 2016
Construction.....	January – June (Option Dependent) 2017

* Note: Project schedule is dependent upon timely reviews by stakeholders, as well as timely project direction from the Project Sponsors. It is anticipated that Notice to Proceed (NTP) from the Project Owner will be given in July 2016.

Project Fee*

Task 1 – Project Management and Meetings.....	\$2,800.00
Task 2 – Topo Survey & Background Data.....	\$2,000.00
Task 3 – Draft Design.....	\$6,465.00
Task 4 – Permitting.....	\$2,850.00
Task 5 – Final Design	\$4,970.00
<u>Task 6 – Bidding and Construction Services.....</u>	<u>\$6,160.00</u>

Total Hourly Not to Exceed Fee **\$25,245.00**

** JEO's Standard Hourly Rates will be adjusted annually in January to reflect equitable changes in the compensation payable to Engineers. If schedule delays occur beyond JEO's control, a contract amendment will be required based on the amount of remaining project tasks beyond June 2017.*

The Scope of Services stated above will be billed monthly based upon hours worked, not to exceed the above estimated fee. Invoices are due upon receipt. JEO reserves the right to redistribute fee amongst individual tasks as long as the total contract amount is not changed.

SERVICES NOT INCLUDED: (If necessary, a fee for these services can be negotiated)*

Specific items not included in this Scope of Services are:

- Additional site visits/meetings by ENGINEER not currently noted in the Scope of Services
- Individual 404 Permitting (IP) activities
- Extended or detailed consultation services for the USACE.

- Geotechnical investigations or analysis
- Project management and coordination tasks beyond the scheduled project completion period

CITY IS RESPONSIBLE FOR:

- Providing timely plan reviews, all criteria, and full information as to project requirements
- Access to the project site

SCOPE AND FEE EXPIRATION:

The information contained in this Scope of Services is valid until 9/1/2016. After that date, the Scope and Fee are subject to adjustment.

ENGINEER'S FINAL OPINION OF PROBABLE COST

Wayne, NE Highway 15 South Bridge Bank Stabilization

Option 1 - Sheet Pile

JEO Project No. 161073.00

Date Prepared:

July 14, 2016



ESTIMATE OF QUANTITIES

Item #	Description	Unit	Quantity	Unit Price	Total
WITH SHEET PILE OPTION					
1.	Mobilization	LS	1	\$3,000.00	\$3,000
2.	Bonding and Insurance	LS	1	\$1,000.00	\$1,000
3.	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000
4.	Site Grading	LS	1	\$3,000.00	\$3,000
5.	Steel Sheet Piling	SF	1,000	\$23.00	\$23,000
6.	Rock Riprap	TONS	80	\$45.00	\$3,600
7.	Remove Concrete Sidewalk	SF	600	\$4.00	\$2,400
8.	6" Concrete Trail	SF	600		\$0
9.	Remove Fence	LF	50	\$13.00	\$650
10.	Steel Tube Railing	LF	50	\$30.00	\$1,500
11.	Erosion Control Mat	SY	85	\$18.00	\$1,530
12.	Reseeding	AC	0.2	\$5,000.00	\$1,000

Construction Subtotal Base Bid \$43,000

Contingency 10% \$5,000

Total Opinion of Construction Cost \$48,000

PROFESSIONAL SERVICES

1.	Design Services (Engineering and Survey)					
2.	Overhead (Legal, Fiscal, Etc.)	5%			\$2,000	
					Subtotal	\$2,000
					Total Opinion of Project Cost	\$50,000

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

ENGINEER'S FINAL OPINION OF PROBABLE COST

Wayne, NE - Highway 15 South Bridge Bank Stabilization

Option 2 - Rock Riprap

JEO Project No. 161073.00

Date Prepared:

July 14, 2016



ESTIMATE OF QUANTITIES

Item #	Description	Unit	Quantity	Unit Price	Total	
NO SHEET PILE OPTION						
1.	Mobilization	LS	1	\$3,000.00	\$3,000	
2.	Bonding and Insurance	LS	1	\$1,000.00	\$1,000	
3.	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000	
4.	Site Grading	LS	1	\$5,000.00	\$5,000	
5.	Embankment	CY	300	\$15.00	\$4,500	
6.	Rock Riprap	TONS	300	\$45.00	\$13,500	
7.	Remove Concrete Sidewalk	SF	600	\$4.00	\$2,400	
8.	6" Concrete Trail	SF	600		\$0	
9.	Remove Fence	LF	50	\$13.00	\$650	
10.	Steel Tube Railing	LF	50	\$25.00	\$1,250	
11.	Erosion Control Mat	SY	150	\$18.00	\$2,700	
12.	Reseeding	AC	0.2	\$5,000.00	\$1,000	
				Construction Subtotal	Base Bid	\$37,000
				Contingency	10%	\$4,000
				Total Opinion of Construction Cost		\$41,000
PROFESSIONAL SERVICES						
1.	Design Services (Engineering and Survey)					
2.	Overhead (Legal, Fiscal, Etc.)			5%	\$2,000	
				Subtotal	\$2,000	
				Total Opinion of Project Cost		\$43,000

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

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TITLE XIII: GENERAL OFFENSES

Chapter

130. OFFENSES AGAINST PUBLIC PEACE

131. OFFENSES AGAINST PROPERTY

**132. OFFENSES AGAINST PUBLIC HEALTH AND
SAFETY**

**133. OFFENSES AGAINST GOVERNMENTAL
FUNCTION**

134. OFFENSES CONCERNING MINORS

CHAPTER 130: OFFENSES AGAINST PUBLIC PEACE

Section

- 130.01 Disturbing the peace
- 130.02 Failure to dispense
- 130.03 Disorderly house

- 130.99 Penalty

~~§ 130.01 DISTURBING THE PEACE.~~

~~It shall be unlawful for any person to assemble or gather within the city with the intent to do an unlawful or disorderly act against the city or its residents, or who shall disturb the public peace and quiet. (2002 Code, § 58-61) Penalty, see § 130.99~~

~~Statutory reference:~~

~~Disturbing the peace, see Neb. RS 28-1322~~

§ 130.02 FAILURE TO DISPERSE.

Whenever a police officer has probable cause to believe that a person or persons are creating a disturbance of the peace and quiet of any person or neighborhood, such police officer may order said person or persons not residing on the premises to disperse for the purpose of abating said disturbance. (2002 Code, § 58-62) (Ord. 2000-27, passed 12-12-2000) Penalty, see § 130.99

§ 130.03 DISORDERLY HOUSE.

The term **DISORDERLY HOUSE**, as used in this section, shall be deemed to be any room, house, building, structure or premises where unlawful or illegal acts are being committed. It shall be unlawful for the owner, lessee or proprietor of any room, house, building, structure or premises to knowingly collect or permit to be collected therein persons who are engaging in any unlawful act, or to knowingly make, cause, permit or suffer to be made therein any loud or improper noise to the annoyance or disturbance of any person or neighborhood. (2002 Code, § 58-63) (Ord. 2000-27, passed 12-12-2000) Penalty, see § 130.99

§ 130.99 PENALTY.

Wayne - General Offenses

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code.

~~—(B) Any persons so assembled or gathered, as per § 130.01 of this chapter, shall be deemed to be guilty of a misdemeanor.
(2002 Code, § 58-61)~~

(B) (C) It shall be unlawful for any person to refuse to comply with a lawful order to disperse, as per § 130.02 of this chapter, given by a police officer in the performance of the officer's duties and, upon conviction, shall be **charged \$25 for a first offense and not more than \$100 for each subsequent offense subject to penalties pursuant to Section 10.99 of this code.**
(2002 Code, § 58-62)
(Ord. 2000-27, passed 12-12-2000)

CHAPTER 131: OFFENSES AGAINST PROPERTY

Section

- 131.01 Trespassing
- 131.02 Malicious destruction of property
- 131.03 Injury to trees
- 131.04 Littering
- 131.05 Prohibited fences
- 131.06 Advertising

Statutory reference:

Offenses against property, see Neb. RS 28-501 et seq.

§ 131.01 TRESPASSING.

It shall be unlawful for any person to trespass upon any private grounds within the city; ~~or to break, cut or injure any tree, shrub, plant, flower or grass growing on private grounds;~~ or without the consent of the owner or occupant to enter upon an improved lot or grounds occupied for residence purposes and to loiter about those grounds.

(2002 Code, § 58-91) Penalty, see § 10.99

Statutory reference:

Criminal trespass, see Neb. RS 28-520 through 28-522

~~**§ 131.02 MALICIOUS DESTRUCTION OF PROPERTY.**~~

~~— It shall be unlawful for any person within the corporate limits to intentionally, recklessly, willfully or maliciously injure in any manner, or destroy any real or personal property of any description belonging to another or intentionally or maliciously cause another to suffer a pecuniary loss by deception or threat of \$100 or less.~~

~~(2002 Code, § 58-92) Penalty, see § 10.99~~

~~**Statutory reference:**~~

~~— *Criminal mischief, see Neb. RS 28-519*~~

§ 131.03 INJURY TO TREES.

It shall be unlawful for any person to purposely or carelessly, and without lawful authority, cut down, carry away, injure, break down or destroy any fruit, ornamental, shade or other tree, **shrub, plant or flower** standing or growing on any land belonging to another person or on any public land in the corporate limits. ~~Any person desiring to trim or cut down any tree, except on property owned and controlled~~

~~by such person, shall make an application to the Council to do so; and the written permit of the Council in accordance with its decision to allow such an action shall constitute the only lawful authority on the part of the person to do so.~~

~~(2002 Code, § 58-93) Penalty, see § 10.99~~

~~§ 131.04 LITTERING.~~

~~— (A) Any person who deposits, throws, discards or otherwise disposes of any litter on any public or private property or in any waters commits the offense of littering unless:~~

~~— (1) Such property is an area designated by law for the disposal of such material and such person is authorized by the proper public authority to so use such property; or~~

~~— (2) The litter is placed in a receptacle or container installed on such property for such purpose.~~

~~— (B) The word *LITTER*, as used in this section, shall mean all waste material susceptible of being dropped, deposited, discarded or otherwise disposed of by any person upon any property in the state, but does not include wastes of primary processes of farming or manufacturing. (The words *WASTE MATERIAL*, as used in this division (B), shall mean any material appearing in a place or in a context not associated with that material's function or origin.)~~

~~— (C) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle or watercraft in violation of this section, the operator of such motor vehicle or watercraft commits the offense of littering.~~

~~(2002 Code, § 58-94) Penalty, see § 10.99~~

~~Statutory reference:~~

~~— *Littering, see Neb. RS 28-523*~~

§ 131.05 PROHIBITED FENCES.

It shall be unlawful for any person to erect or cause to be erected and maintain any barbed wire or **above ground** electric fence within the corporate limits. **The City, at its discretion, may erect or maintain a barbed wire fence for security purposes.**

(2002 Code, § 58-95) Penalty, see § 10.99

§ 131.06 ADVERTISING.

(A) *Utility poles* **and/or street sign poles**. It shall be unlawful for any person to leave or place upon or against any telegraph, telephone or electric light pole or electric light standard **or street sign pole** within the city any advertisement of any character or description.

(B) *Public ways*. It shall be unlawful for any person to paint, print or post or in any manner place or replace upon any sidewalk, crossing, crosswalk or other way of passage for use of pedestrians or upon any **street public right-of-way** in the city any placard, sign, advertisement, display bill, letter or kindred

matter of any kind or description, unless such person obtains prior approval of the Council.
(2002 Code, § 58-96) Penalty, see § 10.99

Statutory reference:

Authority to regulate the use of streets, sidewalks and public grounds for signs, posting of handbills and the like, see Neb. RS 16-210

CHAPTER 132: OFFENSES AGAINST PUBLIC HEALTH AND SAFETY

Section

- 132.01 Discharging firearms
- 132.02 Concealed weapons
- 132.03 Slingshots, airguns and BB guns
- 132.04 Skateboards, scooters, tricycles and in-line skates
- 132.05 Permitted fireworks
- 132.06 Public urination prohibited

§ 132.01 DISCHARGING FIREARMS.

(A) It shall be unlawful for any person to discharge, or cause to be discharged, any gun, pistol or other fowling piece within the city, except as may be otherwise permitted by state or federal law.

(B) Division (A) above shall not apply to:

(1) A peace officer acting in his or her official line of duty;

(2) Officially sanctioned public celebrations if the persons so discharging firearms have written permission from the Council; or

(3) Licensed pest control companies, exterminators, veterinarians, wildlife officials or other similar animal control professionals who have obtained written authorization from the City Administrator and Chief of Police for the control or destruction of dangerous or nuisance animals when such control or destruction is necessary to protect the safety and health of the public or to protect against damage and destruction to public or private property.

(C) The City Administrator and Police Chief may impose any conditions that are deemed necessary or desirable, including, but not limited to, verification of the firearms training or experience of the individuals seeking authorization under this section, limitations on the duration, hours, locations and surrounding circumstances of the authorization, and the type or caliber of the firearms to be used.

(2002 Code, § 58-131) (Ord. 2011-15, passed 8-2-2011) Penalty, see § 10.99

Statutory reference:

Authority to prevent the discharge of firearms, see Neb. RS 16-227

~~**§ 132.02 CONCEALED WEAPONS.**~~

~~—(A) It shall be unlawful for any person to carry about his or her person any concealed pistol,~~

~~revolver, knife, billy club, metal knuckles or other dangerous weapon of any kind.~~

~~—(B) Nothing in this section shall be construed to apply to:~~

~~—(1) The city police; or~~

~~—(2) A person who is a holder of a valid permit under the State Concealed Handgun Permit Act when the concealed weapon is a handgun as defined under the State Concealed Handgun Permit Act and the person is acting in compliance with the State Concealed Handgun Permit Act.~~

~~(2002 Code, § 58-132) (Ord. 2009-13, passed 7-21-2009) Penalty, see § 10.99~~

~~Statutory reference:~~

~~—Concealed Handgun Permit Act, see Neb. RS 69-2427 to 69-2447~~

~~—Related provisions, see Laws 2009, LB 430, § 3~~

~~—Related provisions, see Neb. RS 16-227, 28-1202~~

§ 132.03 SLINGSHOTS, AIRGUNS, ~~AND~~ BB GUNS, **BOW OR CROSSBOW.**

It shall be unlawful for any person to discharge a slingshot, airgun, BB gun, **bow or crossbow** or the like loaded with rock or other dangerous missiles at any time or under any circumstances within the city, **except as otherwise authorized in this code or by City Council.**

(2002 Code, § 58-133) Penalty, see § 10.99

Statutory reference:

Authority to prevent the discharge of weapons, see Neb. RS 16-227

§ 132.04 SKATEBOARDS, SCOOTERS, TRICYCLES AND IN-LINE SKATES.

It shall be unlawful for any person to operate or for any parent to allow a minor to operate any skateboard, scooter, tricycle or in-line skates, not including bicycles or any vehicle covered in the Motor Vehicle Code, on any street within the city or on any sidewalk within ~~Fire Limit 1~~ **the B-2 zoning district** of the city.

(2002 Code, § 58-134) Penalty, see § 10.99

Statutory reference:

Authority to regulate persons on skates, coasters, sleds and other toy vehicles, see Neb. RS 6-680(1)(t)

§ 132.05 ~~PERMITTED FIREWORKS.~~ **SECTION 113.03 GOES HERE**

~~—(A) It shall be unlawful for any person to ignite or cause to be exploded fireworks or firecrackers of any description whatsoever, except sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet type color aerial shells without explosive charges for the purposes of making a noise, color wheels, ladyfingers, not exceeding seven eighths inch in length or one eighth inch in diameter, and which do not contain more than 50 milligrams each in weight of explosive material.~~

~~—(B) The provisions of this section shall not apply to any fireworks to be used for the purpose of public exhibitions or display under authorization of the Council or to fireworks furnished for agricultural purposes pursuant to written authorization from the State Fire Marshal.~~

~~(2002 Code, § 58-135) Penalty, see § 10.99~~

Statutory reference:

~~—*Fireworks display, see Neb. RS 28-1239.01*~~

~~—*Unlawful throwing of fireworks, see Neb. RS 28-1242*~~

§ 132.06 PUBLIC URINATION PROHIBITED.

It shall be unlawful for any person to urinate upon any public street, right-of-way, sidewalk, alley, city park or upon any private yard, driveway, parking area or porch or other privately owned property within public view. This section shall not prohibit use of public restroom facilities or temporary restroom facilities installed or placed on public or private property.

(2002 Code, § 58-136) (Ord. 98-22, passed 12-8-1998) Penalty, see § 10.99

~~CHAPTER 133: OFFENSES AGAINST GOVERNMENTAL FUNCTION~~

Section

~~— 133.01 Impersonating an officer~~

~~— 133.02 Resisting arrest without the use of a deadly or dangerous weapon~~

~~— 133.03 Obstructing a peace officer~~

~~— 133.04 False reporting~~

Statutory reference:

~~— Offenses against effectiveness of government operation, see Neb. RS 28-901 et seq.~~

~~§ 133.01 IMPERSONATING AN OFFICER.~~

~~— It shall be unlawful for any person other than a city or state police officer or sheriff to wear an official badge or uniform, or to falsely and willfully impersonate such officials.~~

~~(2002 Code, § 58-171) — Penalty, see § 10.99~~

Statutory reference:

~~— Related provisions, see Neb. RS 28-610~~

~~§ 133.02 RESISTING ARREST WITHOUT THE USE OF A DEADLY OR DANGEROUS WEAPON.~~

~~— (A) (1) It shall be unlawful for any person to intentionally prevent or attempt to prevent a peace officer, acting under color of his or her official authority, from effecting an arrest on such person or on another, by:~~

~~— (a) Using or threatening to use physical force or violence against the peace officer or another;~~

~~— (b) Using any other means which creates a substantial risk of causing physical injury to the peace officer or another; or~~

~~— (c) Employing means which require substantial force to overcome resistance to effecting the arrest.~~

~~— (2) However, this division (A) shall apply only to those actions taken to resist arrest without the use of a deadly or dangerous weapon.~~

~~— (B) It is an affirmative defense to prosecution under this section if the peace officer involved was out of uniform and did not identify himself or herself as a peace officer by showing his or her~~

~~credentials to the person whose arrest is attempted.~~

~~(2002 Code, § 58-172) Penalty, see § 10.99~~

~~Statutory reference:~~

~~— Related provisions, see Neb. RS 28-904~~

~~§ 133.03 OBSTRUCTING A PEACE OFFICER.~~

~~— It shall be unlawful for any person to, by using or threatening to use violence, force, physical interference or obstacle, intentionally obstruct, impair or hinder the enforcement of the penal law or the preservation of the peace by a peace officer or judge acting under color of his or her official authority.~~

~~(2002 Code, § 58-173) Penalty, see § 10.99~~

~~Statutory reference:~~

~~— Resisting arrest, see Neb. RS 28-904~~

~~§ 133.04 FALSE REPORTING.~~

~~— It shall be unlawful for any person to furnish information:~~

~~— (A) He or she knows to be false to any peace officer or other official with the intent to instigate an investigation or an alleged criminal matter or impede the investigation of an actual criminal matter;~~

~~— (B) He or she knows to be false alleging the existence of an emergency in which human life or property are in jeopardy to any hospital, ambulance company or other person or governmental agency which deals with emergencies involving danger to life or property;~~

~~— (C) To cause such information to be furnished or conveyed by electric, electronic, telephonic or mechanical means, knowing the information to be false concerning the need for assistance of a fire department or any personnel or equipment of such department;~~

~~— (D) He or she knows to be false concerning the location of any explosive in any building or other property to any person; and/or~~

~~— (E) He or she knows to be false to any governmental agency or department with the intent to instigate an investigation or to impede an ongoing investigation and which actually results in causing or impeding such investigation.~~

~~(2002 Code, § 58-174) Penalty, see § 10.99~~

~~Statutory reference:~~

~~— Related provisions, see Neb. RS 28-907~~

CHAPTER 134: OFFENSES CONCERNING MINORS

Section

General Provisions

134.01 Possession of tobacco

Sexual Predator Residency Restrictions

134.15 Findings and intent

134.16 Definitions

134.17 Restrictions; penalties; exceptions

134.99 Penalty

Statutory reference:

Related provisions, see Neb. RS 29-4003, 29-4013

Related provisions, see Laws 2009, LB 285, § 12

Sexual Predator Residency Restriction Act, see Laws 2006, LB 1199, §§ 27 to 29

GENERAL PROVISIONS

§ 134.01 POSSESSION OF TOBACCO.

(A) It shall be unlawful for any person under 18 years of age to possess tobacco products. The term *TOBACCO PRODUCT* is defined as any substance or product containing tobacco leaf, including, but not limited to, cigars, cigarettes, pipe tobacco and all forms of smokeless tobacco as defined by Neb. RS 69-1902.

(B) This section shall not prohibit any persons from handling or disposing of tobacco products in the course of their employment in grocery stores, convenience stores, restaurants, hotels or similar businesses; or persons who are authorized under state law to serve, sell or dispense tobacco products in the course of their employment.

(2002 Code, § 58-201) (Ord. 98-21, passed 12-15-1998) Penalty, see § 134.99

Statutory reference:

Tobacco use by minors, see Neb. RS 28-1418

SEXUAL PREDATOR RESIDENCY RESTRICTIONS

§ 134.15 FINDINGS AND INTENT.

(A) The state legislature has found that certain sex offenders present a high risk to commit repeat offenses and has enabled municipalities to restrict such persons' place of residency as provided in the Sexual Predator Residency Restriction Act.

(B) Sex offenders who prey on children and who are high risks to repeat such acts present an extreme threat to public safety. The cost of sex offender victimization to these children and to society at large, while incalculable, is exorbitant.

(C) It is the intent of this subchapter to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by creating certain areas around locations where children regularly congregate in concentrated numbers where certain sexual predators cannot reside. (2002 Code, § 58-202) (Ord. 2006-12, passed 5-30-2006)

§ 134.16 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGGRAVATED OFFENSE. Any registerable offense under Neb. RS 29-4003 which involved the penetration of, direct genital touching of, oral to anal contact with or oral to genital contact with:

- (1) A victim age 13 years or older without the consent of the victim;
- (2) A victim under the age of 13 years; or
- (3) A victim who the sex offender knew or should have known was mentally or physically incapable of resisting or appraising the nature of his or her conduct.

CHILD CARE FACILITY. A facility pursuant to the Child Care Licensing Act.

RESIDE. To sleep, live or dwell at a place, which may include more than one location, and may be mobile or transitory.

RESIDENCE. A place where an individual sleeps, lives or dwells, which may include more than one location, and may be mobile or transitory.

SCHOOL. A public, private, denominational or parochial school which meets the requirements for state accreditation or approval.

SEX OFFENDER. An individual who has been convicted of a crime listed in Neb. RS 29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act.

SEXUAL PREDATOR. An individual who is required to register under the Sex Offender

Registration Act, who has committed an aggravated offense as defined in Neb. RS 29-4001.01, and who has victimized a person 18 years of age or younger.
(2002 Code, § 58-203) (Ord. 2006-12, passed 5-30-2006; Ord. 2010-3, passed 3-2-2010)

§ 134.17 RESTRICTIONS; PENALTIES; EXCEPTIONS.

(A) *Restrictions.*

(1) *Prohibited location of residence.* It is unlawful for any sexual predator to reside within 500 feet from a school or child care facility.

(2) *Measure of distance.* For purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the residence to the nearest outer boundary line of the school or child care facility.

(B) *Penalty.* A person who violates this section shall be punished as provided generally in this code.

(C) *Exceptions.* This subchapter shall not apply to a sexual predator who:

(1) Resides within a prison or correctional or treatment facility operated by the state or a political subdivision;

(2) Established a residence before 7-1-2006 and has not moved from that residence; or

(3) Established a residence after 7-1-2006, and the school or child care facility triggering the restriction was established after the initial date of the sexual predator's residence at that location.

(2002 Code, § 58-204) (Ord. 2006-12, passed 5-30-2006) Penalty, see § 134.99

RRS 29-4017

§ 134.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code.

(B) Whoever shall be guilty of a violation of ~~§ 134.01~~ of this chapter shall be fined not less than \$50 ~~and no more than \$100~~ **\$500 per day.**

(2002 Code, § 58-201)

(Ord. 98-21, passed 12-15-1998)