

**AGENDA  
CITY COUNCIL MEETING  
February 16, 2010**

**5:30 Call to Order**

**1. Approval of Minutes – February 2, 2010**

**2. Approval of Claims**

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

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

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

3. Recognition of Library Improvement Grant Award — Luran Lofgren, Library Director

**4. Resolution 2010-10: Approving Collective Bargaining Agreement between the City of Wayne and Wayne Chapter No. 54 Fraternal Order of Police (2010-2012)**

**Background:** The attached agreement has been negotiated and agreed upon by Brian Swanson, Marlen Chinn and Kathy Prince, representing the Wayne Fraternal Order of Police, and Mayor Shelton, Doug Sturm and Lowell Johnson. The term of this agreement is January 1, 2010, to June 30, 2012.

**Attachment:** FOP Collective Bargaining Agreement

**Recommendation:** The recommendation of the negotiating parties is to approve the agreement as printed.

**5. Resolution 2010-11: Approving Wage and Salary Schedule for Wayne Chapter No. 54 Fraternal Order of Police (2010-2012)**

**Background:** The attached wage scale will be a part of the FOP Collective Bargaining Agreement and has been agreed upon by Brian Swanson, Marlen Chinn and Kathy Prince, representing the Wayne Fraternal Order of Police, and Mayor Shelton, Doug Sturm and Lowell Johnson. The term of this agreement is also January 1, 2010, to June 30, 2012. As required by State Statutes, the pay range for each job description in this agreement is comparable to the pay ranges for similar job descriptions of 22 Nebraska cities surveyed by a labor consultant, plus 10 Nebraska cities in the League of Municipalities' annual wage and salary survey with populations between half the size of Wayne and twice the size of Wayne.

**Attachment:** FOP Wage Resolution with Sheet A as the approved pay range schedule for the term of the agreement

**Recommendation:** The recommendation of the negotiating parties is to approve the wage scale Resolution as printed.

**6. Resolution 2010-12: Rescinding Action Approving RC Interlocal Agreement with the City of Laurel Dated January 19, 2010**

**Background:** On January 19<sup>th</sup>, Wayne City Council approved an Interlocal Agreement with the City of Laurel to share the Responsible Charge services of Joel Hansen for a Laurel trail project. A designated RC is required by NDOR for local compliance oversight of State and Federal funded projects. That agreement was provided by the project engineer. Because of changes in wording (but not the terms) required by NDOR, that document is now obsolete and will not be allowed by NDOR.

**Recommendation:** The recommendation of the project engineer and the Certified Street Superintendent and Responsible Charge (RC), Joel Hansen, is to rescind the January 19<sup>th</sup> Agreement and replace it with the one required by NDOR.

**7. Resolution 2010-13: Authorizing the Mayor to Sign New RC Interlocal Agreement with the City of Laurel**

**Background:** The attached new agreement is provided directly from the NDOR website and meets their requirements for this project.

**Attachment:** New Interlocal Agreement to share RC services

**Recommendation:** The recommendation of the project engineer and the Certified Street Superintendent and Responsible Charge (RC), Joel Hansen, is to approve the attached Interlocal Agreement.

**8. Resolution 2010-9: Establishing Sewer Rates**

**Background:** We have not yet received the additional rate options from the Rural Water Association that were discussed at the Council Retreat. When we receive those, we will both hand-deliver and e-mail the same to you.

**9. Ordinance 2010-3: Amending Sec. 58-203 of the Wayne Municipal Code Relating to Definitions - Sexual Predator (Second Reading)**

10. Appointment:  
Rod Tompkins to the Airport Authority (fill the unexpired term of Logan McClelland)

11. Adjourn

**APPROVED AS TO FORM AND CONTENT:**

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Mayor

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City Administrator

**[Planning Commission Meeting Minutes \(December 7, 2009\)](#)**

**[Airport Authority Meeting Minuets \(January 11, 2010\)](#)**

February 2, 2010

The Wayne City Council met in regular session at City Hall on Tuesday, February 2, 2010, at 5:30 o'clock P.M. Mayor Lois Shelton called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Doug Sturm, Kaki Ley, Kathy Berry and Ken Chamberlain; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Dale Alexander.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 21, 2009, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sturm made a motion and seconded by Councilmember Ley, whereas the Clerk has prepared copies of the Minutes of the meeting of January 19, 2010, 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 Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**ADDITIONS AND CORRECTIONS TO CLAIMS LIST OF JANUARY 19, 2010:**

ADD CITY OF WAYNE, RE, 293.03

**VARIOUS FUNDS:** AHERN CO., SE, 315.00; AMERITAS, RE, 2202.27; APPEARA, SU, 69.68; ARNIE'S FORD-MERCURY, SU, 134.75; AS CENTRAL SERVICES, SE, 448.00; BAIRD, HOLM, McEACHEN, SE, 2500.00; BANK FIRST, RE, 310.00; BAUER UNDERGROUND, SU, 260.00; BLUE DEVIL BOOSTER CLUB, FE, 75.00; BOMGAARS, SU, 4.59; CARHART LUMBER COMPANY, SU, 248.80; CHARLES ARICKX, RE, 500.00; CITY EMPLOYEE, RE, 94.96; CITY EMPLOYEE, RE, 160.72; CITY EMPLOYEE, RE, 89.80; CITY EMPLOYEE, RE, 44.80; CITY EMPLOYEE, RE, 60.00; CITY OF NORFOLK, SE, 1940.19; COMMUNITY HEALTH, RE, 4.00;

COVENTRY HEALTH, SE, 19205.92; DALE VITITO, SU, 152.62; DEMCO, SU, 56.90; DIAMOND SALES, SU, 138.15; DOESCHER APPLIANCE, SU, 469.00; DOUGLAS COUNTY, FE, 50.00; DUTTON-LAINSON, SU, 640.09; DWAIN SPIEKER, SU, 50.00; ECHO GROUP, SU, 367.31; ED M FELD EQUIPMENT, SU, 94.50; EMBASSY SUITE, SE, 298.00; ENGINEERED CONTROLS, SU, 2200.00; FIRST CONCORD GROUP, SE, 3863.78; FLOOR MAINTENANCE, SU, 68.19; FORT DEARBORN LIFE, SE, 1691.86; GAYLEN BENNETT, RE, 291.00; HANK'S FRONT END SERVICE, SE, 65.00; HORNADY MANUFACTURING, SE, 747.20; ICMA, RE, 5434.60; IRS, TX, 18010.92; JOHN REES, RE, 200.00; KCP&L GREATER MISSOURI OP, SE, 2296.81; KTCH, SE, 962.00; LOVE SIGNS, RE, 500.00; MAIN STREET AUTO CARE, SE, 80.00; MERCY MEDICAL CLINIC, SE, 153.00; MID-STATE ENGINEERING, SE, 1173.00; MIDWEST OFFICE AUTOMATION, FE, 1386.25; MIDWEST TAPE, SU, 284.93; MIKE TOWNE/WESTERN CONSULT., SE, 1200.00; BASKETBALL OFFICIAL, SE, 140.00; N.E. NEB ECONOMIC DEV DIS, SE, 1192.10; NATL ARBOR DAY FOUNDATION, FE, 25.00; NE AMERICAN LEGION, SU, 23.64; NE CODE OFFICIAL ASSOCIAT, FE, 130.00; NE DEPT OF REVENUE, TX, 2678.67; NE DEPT OF ROADS, SE, 3150.00; NE EXPRESSWAYS, SE, 581.04; NE PUBLIC HEALTH ENVIRONM, SE, 509.00; NE RPA, FE, 50.00; NE RURAL WATER, FE, 375.00; NORFOLK DAILY NEWS, SU, 120.50; NORFOLK TRUCK CENTER, SE, 157.50; NORTHEAST NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 2178.91; NWOD, FE, 10.00; NeFSMA, FE, 100.00; ORIENTAL TRADING CO, SU, 83.77; PIEPER, MILLER & DAHL, SE, 3227.75; POSTMASTER, SU, 684.58; PROVIDENCE MEDICAL CENTER, SE, 580.00; PUSH-PEDAL-PULL, RE, 117.96; QUILL, SU, 198.68; QWEST, SE, 428.95; QWEST, SE, 170.80; ROBERT SWEETLAND, RE, 500.00; SOOLAND BOBCAT, SU, 62.36; UNITED WAY, RE, 32.32; VERIZON, SE, 635.57; VIAERO, SE, 72.45; WAED, RE, 6383.33; WAYNE AUTO PARTS, SU, 1394.45; WAYNE COUNTY TREASURER, FE, 1029.56; WAYNE STATE COLLEGE, RE, 1910.00; YOUNG, BILL, SU, 4056.50; ZACH OIL, SU, 878.99; BARONE SECURITY SYSTEMS, SE, 65.00; BOMGAARS, SU, 1106.57; BROWN SUPPLY, SU, 421.05; CITY EMPLOYEE, RE, 187.20; CITY OF WAYNE, PY, 55539.94; COMFORT INN, SE, 188.88; JACK'S UNIFORMS, SU, 276.55; DUTTON-LAINSON, SU, 468.36; ECHO GROUP, SU, 212.07; ELECTRIC FIXTURE, SU, 509.91; EMBASSY SUITE, SE, 457.00; FLOOR MAINTENANCE, SU, 43.57; GILL HAULING, SE, 1807.10; HEIKES AUTOMOTIVE, SE, 155.04; INGRAM BOOK CO, SU, 331.78; INNOVATIVE PROTECTIVES, SU, 775.00; JEO CONSULTING GROUP, SE, 59523.27; JOHN'S WELDING AND TOOL, SU, 130.11; LAYNE CHRISTENSEN, SU, 970.60; LP GILL, SE, 4352.66; MIDWEST SERVICE, SE, 3851.95; CITY OF WAYNE, RE, 720.00; CITY EMPLOYEE, RE, 194.98; NE CODE OFFICIAL ASSOC., FE, 115.00; NEWTON, DEAN, RE, 500.00; NORFOLK TRUCK CENTER, SU, 262.75; PEERLESS WIPING CLOTH, SU, 202.50; PUSH-PEDAL-PULL, SU, 117.96; TYLER TECHNOLOGIES, SE, 894.00; VEL'S BAKERY, SU, 14.25; WAYNE COUNTY CLERK, SE, 169.50; WAYNE COUNTY COURT, RE, 150.00; ZACH HEATING & COOLING, SE, 161.54; ZACH OIL, SU, 6995.53; ZACH PROPANE, SU, 378.96; GLORIA LAWRENCE, RE, 500.00

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

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

Mayor Shelton acknowledged the award that the City of Wayne received at the Annual Chamber Banquet for being the "Area Economic Development 2009 Patron of the Year" for support of area economic development efforts. In addition, she read a thank you from the American Red Cross to City Staff for helping to provide a shelter during the power outage.

Mayor Shelton then declared the time was at hand for the public hearing on the One and Six Year Street Improvement Program.

Joel Hansen, Building Inspector/Planner/Certified Street Superintendent, reviewed the One and Six Year Street Improvement Program. This is a yearly requirement to receive Highway Allocation Funds from the Nebraska Department of Roads. He noted that just because a project is the one-year plan does not mean the project it has to be done that year. However, if the City would want to do a project that is not in the one-year plan, another public hearing would have to be held to amend the plan.

Upcoming projects, which include some carry-over projects from previous year(s), include the following:

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>
M-617(97)	2010	Mill & Overlay Asphalt on Various Streets – 3,400’ Nebraska from E. 2 <sup>nd</sup> to 250’ N of E. 6 <sup>th</sup> E. 6 <sup>th</sup> St. from Logan to Nebraska; E. 5 <sup>th</sup> St. from Logan to Nebraska E. 4 <sup>th</sup> St. from Logan to 200’ E of Windom; E. 3 <sup>rd</sup> St. from Logan to Windom	\$210,000
M-617(87)	2010	West 1 <sup>st</sup> Street from Main St. to Pearl St. – 350’ Replace Concrete Parking, Water Main & Sidewalks; Relocate Storm Drainage	\$175,000
M-617(89)	2010	Lage Subdivision – South of Fairgrounds Avenue – 900’ Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$ 75,000
M-617(94)	2010	Folk Street from S. Nebraska Street west 150’ Construct Gravel Street, Storm Drainage	\$ 10,000
M-617(91)	2010	Pedestrian Underpass on W. 7 <sup>th</sup> Street Located between CAC and Oak Drive	\$530,000
M-617(99)	2010	State Project – Main Street from 7 <sup>th</sup> St. to W. 13 <sup>th</sup> St. – 2,000’ Remove & Replace Concrete Patches	\$ 14,000
M-617(100)	2010	East 12 <sup>th</sup> Street from Schreiner Dr. to Walnut St. – 125’ Reconstruct Concrete paving, Curb & Gutter	\$ 25,000
M-617(80)	2011	East 10 <sup>th</sup> Street from Main St. to Windom St. – 1,225’ Reconstruct Concrete Paving, Curb & Gutter, Storm Drainage	\$600,000
M-617(92)	2012	Windom Street from 645’ N of Fairground Ave to E. 7 <sup>th</sup> – 1,750’ Reconstruct Concrete Paving, Curb & Gutter, Storm Drainage, Sidewalks	\$500,000
M-617(95)	2013	Schoolview Drive from W. 4 <sup>th</sup> St. to W. 5 <sup>th</sup> St. – ‘300 Widen street to allow for parking – safety concerns	\$ 45,000
M-617(98)	2014	Sherman Street from W. 3 <sup>rd</sup> St. to W. 7 <sup>th</sup> St. – 1,200’ Construct Concrete Paving, Curb & Gutter, Storm Drainage, Sidewalks	\$600,000
	2015	Maintenance Only	

Most of these projects involve collector or arterial streets, which allows the City to utilize its federal funding at 80/20 cost-share. The City then pays only 20% of the cost of the project(s). This cost-share option is not available on some streets that need repaired.

Mr. Hansen stated that at the RC training exercise he went to last summer, they advised them that anything that used to be a one to two year street project will now be a three to five year street project. This planning document is going to become more important if we want to keep the process going with these projects.

In regard to the West First Street project, staff is recommending that the City not do this project as originally engineered. The engineer's estimate to redo this street and put everything back with brick was over \$700,000 for one block. Staff would like to take that out of the STP program and do it as a local project this year with the downtown sidewalk improvement district. If the One and Six Year Street Improvement Plan is approved, staff will send NDOR an e-mail to delete that project from their list. Staff was recommending reducing the scope of that project to \$175,000. The removal and replacement of the brick was a big chunk of the \$700,000. This project will stay on the One and Six, but will be deleted from the State Transportation Enhancement Plan.

The projects eligible for STP funding are highlighted above for easy reference.

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

No written or oral comments had been received by the City Clerk's Office concerning the proposed program.

Councilmember Sturm introduced Resolution 2010-7, and moved for its approval; Councilmember Ley seconded.

#### RESOLUTION NO. 2010-7

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

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

Garry Poutre, Superintendent of Public Works and Utilities, advised the Council that four bids were received for the 4-wheel drive, ¾ ton pickup. The low bid of \$22,396 was submitted by Arnie's Ford Mercury for a 2011 Ford Pickup. This bid was less than the State bid of \$22,723. Recommendation is to accept the low bid from Arnie's Ford Mercury. Mr. Poutre advised the Council that the 1994 Ford pickup with plow will be sold.

Councilmember Frevert introduced Resolution No. 2010-8 and moved for its approval; Councilmember Chamberlain seconded.

#### RESOLUTION NO. 2010-8

A RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A FOUR-WHEEL DRIVE, ¾ TON PICKUP.

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

Garry Poutre, Superintendent of Public Works & Utilities, was present to review the electric cost of service study undertaken by Mike Towne of Western Consulting. Mr. Poutre stated every year we have Western Consulting review our electric rates with any changes, which are usually a result of increases from our wholesale suppliers (NPPD and WAPA). The increases from NPPD and WAPA result in a 13% average for our power purchase costs. Mike Towne of Western Consulting indicated in his letter that our wholesale costs have increased about 3.1% per year since 2002 and 6.8% per year since 2007. We have had retail rate increases along with those wholesale rate increases. Last year, two options were provided to you. We could either increase our rates by 5% or we could let those costs be captured through our Production Cost Adjustment (PCA). This is a small fraction of an increase that is added onto the kilowatt hour price each month.

Council elected to let the PCA capture those increased costs last year. Mr. Towne is recommending the same thing this year. Mr. Towne has also projected that for the next three years, we will need to have a rate increase of 7% each year. With no increase in the electric rates this year, we will break even on the net income for the Electric Department. Mr. Towne projects that after the third year of the 7% rate increases, our reserve in the Electric Department will be back to the level of where it is now. However, there is no perfect prediction, and we will have another electric cost of service study done next year.

Councilmember Sturm questioned whether or not the Council should implement some type of increase this year (e.g. 4%) so that the increases over the next three years might not have to be 7%.

Mayor Shelton stated she thought the feeling was that since they are planning to increase the sewer rates this year, they might not want to increase the electric rates.

Nancy Braden, Finance Director, stated the reserves in the Electric Fund are \$6.5 million this year. Administrator Johnson advised the Council that they like to keep the reserve between \$5 and 6 million.

Mr. Poutre also stated that included in the proforma is \$1.5 million in capital expenditures. It is unlikely that all of that will get spent. As an example, he used the AMR metering system that has been budgeted. He stated they are still having a difficult time picking a direction. He was certain that while some of the \$350,000 for the metering system could get spent this year, probably not all of it would.

There being no more questions, Mayor Shelton moved on to the next agenda item.

Lucas Billesbach of JEO Consulting Group was present to update the Council on the costs that have now been figured for different options for the new Wastewater Treatment Plant Facility.

Administrator Johnson noted in his memo that after the Council selected the Aquarius system, the Council directed JEO to design the system with an Option A: to be built on the east side of the existing treatment plant; and an Option B: to be relocated closer to Logan Creek where the southwest corner of the existing lagoon currently is located. JEO estimated the extra cost of Option B at that time to be around \$500,000. JEO has progressed to the 60% completion stage of the design and has met with staff to review the same. The purpose of the 60% plan meeting was to evaluate the project so far and make any changes desired before proceeding to final design.

Mr. Billesbach stated that being at the 60% stage, they feel they have considerably become more comfortable with the costs. The EPA did an inspection of the lagoon about two months ago. Their initial conversation was that they did not know how it was permitted the way it is right now and it is being permitted with its own outfall. However, the city is not using it to necessarily treat raw wastewater. The city is using it to treat the sludge from the existing unit. Up until this point, JEO has not received any formal communication from the EPA. They have requested that communication however.

Mr. Billesbach presented a handout showing four different cost estimates, which included the Original Study for Site A, Site A, Site B with complete building, and Site B with a small building. Those costs, which do not include engineering of \$1.2 million, are as follows:

Original Study:	\$6,556,200
Site A:	\$6,744,223
Site B w/ Complete Building:	\$8,446,593
Site B w/ Small Building:	\$7,926,016

He reviewed two items that are in the cost estimate, but would not necessarily need to be built at this time. The first item was the "equalization basin." The results of their simulation model showed them that with what we need for volume and what they are predicting to be Wayne's flows, the equalization basin wouldn't be utilized for the next five years. They would need to see a linear growth of Wayne's flows as they have expressed in their report before the equalization basin actually becomes necessary. It would be their recommendation that they design it and will have a set of plans ready, but that the construction of the equalization basin be halted until they see the flows rise up to the level where it becomes necessary to build the same.

The second item was the "digester." The digester is directly correlated to the lagoon. The most ideal situation right now is that we build the Aquarius system and operate it, but we play a wait-and-see game to see how much sludge it produces. The best outcome would be that it produces zero sludge, but there is a potential that it will create some sludge. If allowed, he would recommend continuing to send whatever sludge it does produce out to the lagoon and monitor that for two years, and then come back and make a more valid decision as to whether we should continue using the lagoon, a portion of the lagoon, or we should go ahead and construct the digester. If the EPA were to say in two months that we can no longer send any sludge out to the lagoon, we would still be prepared to have a facility designed and ready for bids.

To date, JEO has spent a very limited amount of the \$250,000 in design fees for Option B.

Councilmember Sturm commended JEO for bringing their findings to the Council before incurring all of the \$250,000 in design fees.

Administrator Johnson stated whether there is sludge or not from this system, we are not going to throw off enough water out of this new plant to keep 26 acres wet. The only way we can keep the 26-acre lagoon is if we pump water in there just to pump water in there. He noted there were not any costs in these estimates to eliminate the lagoon. However, he had previously received an estimate from Olsson Associates for approximately \$1,000,000 to get rid of the lagoon. He also received an estimate two years ago from Meyer Construction for \$300,000, which by now, may be around \$500,000.

Councilmember Ley stated the main objective for looking at Site B was to open 26 acres of land for future development, which may or may not happen.

Councilmember Sturm stated he would be in favor of Site A.

Councilmember Chamberlain stated he was one of the original advocates for Site B, but he thought \$1.7 million dollars was too much money to spend to move it. He would prefer that that idea be eliminated now.

Councilmember Chamberlain made a motion and seconded by Councilmember Sturm directing the engineer, JEO Consulting Group, to not go any further with the design of Option B, which is to relocate the treatment plant. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Shelton declared the time was at hand for the public hearing on the proposed sewer rates.

Finance Director, Nancy Braden, advised the Council that the new wastewater treatment plant is estimated to cost approximately \$8,500,000, which includes the engineering fees. That amount can be reduced to \$7,000,000, by taking \$500,000 for the EPA grant, and putting in \$1,000,000 of our reserves. At this time, the Water Fund has \$1.4 million in reserves. The Sewer Fund has about \$1 million. Staff is looking at taking \$500,000 out of each fund to buy down the first million dollars. The proposed sewer rates prepared by the Nebraska Rural Water Association were based on the original estimates we had from JEO.

The Council again reviewed the proposed rates prepared by the Rural Water Association. Administrator Johnson stated there is no right or wrong rate; it is just how the Council wants to allocate \$471,000 a year.

Councilmember Sturm stated he would like proposed rates using a \$200,000 subsidy (e.g. \$100,000 from the sales tax and \$100,000 from the Water Fund).

Ms. Braden advised the Council that there are sufficient revenues in the Water Fund to pay the \$150,000 plus the debt service on the \$1.5 million that we just did at the last meeting. She ran some calculations and there are sufficient revenues. We would not have to look at increasing the water rates at the current usage until 5 or 6 years down the road, and we could still have approximately \$65,000 worth of capital project costs.

Councilmember Chamberlain thought the Council first needed to decide whether or not they wanted to subsidize it and at what amount. He preferred the \$250,000

subsidy. He would like to see some increase on both the service charge and the usage rate. He preferred the rate which had a \$10.50 service charge and \$3.90 per gallon.

Councilmember Frevert liked the idea of if you use more, you pay more.

Councilmember Sturm stated he thought the sales tax could be used for the water/wastewater treatment plant which he thought was economic development. He is not against putting a little more of the sales tax money towards this project if it is going to help reduce the upfront costs.

Wes Blecke, who was a part of the sales tax committee, stated that the big push with the sales tax funds (non-economic development side) was property tax reduction. That was a big push to the voters as well, and they wanted to see property taxes reduced. His fear is that if the Council uses the subsidy for projects that were going to reduce the property tax, that they might be going back on what they had sold to the public at that time. If you take that money out, that is money you can't spend on the street projects, the swimming pool, etc. He was just cautioning the Council on that.

As an individual citizen, Mr. Blecke stated he wants to pay for the water he uses. When he was with the City of Ashland, they had all of these same discussions. Ashland is charging a service charge of \$35 and \$4.50 per thousand gallons. Ashland did not have the luxury of a subsidy option, but they had a lot of discussion on how it should look. The rationale behind that was that the service charge does affect the people who are on a fixed income possibly more than others, but they thought that the \$4.50 per thousand gallons would make up for that. People will purchase a bottle of water in a grocery store for \$1-\$2, and here we are paying \$2.9 per thousand gallons.

Edward Sam Schroeder stated he was also on the Sales Tax Committee, and he remembered quite a little discussion about exactly what Councilmember Sturm mentioned - part of the sales tax being used to alleviate property tax or future projects. This may not exactly be a property tax project, but it still has something to do with the cost of living in our community. Some of that cost could be alleviated with the sales tax subsidy or at least part of it. He would suggest that some of this expense be subsidized with sales tax revenue. The other item he was going to comment on was the discussion about the water bond indebtedness being eliminated and using some of that money to subsidize the sewer rates. His opinion was that if the water project has been completed, he would reduce the water rate to reflect that. If you have to offset that with an increase in the sewer rate, do it. The costs need to be reflective of the services that are being rendered and not covered by up revenues from other sources.

Mayor Shelton, in response to Mr. Schroeder's comments, stated that the water/wastewater is a business unto itself. Using the sales tax to subsidize it when it was meant to go in the General Fund and cover capital projects may not be exactly what was intended.

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

Councilmember Ley made a motion and seconded by Councilmember Frevert to table action on Resolution 2010-9 Establishing Sewer Rates until the next meeting. Mayor Shelton stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sturm who voted Nay, the Mayor declared the motion carried.

Wes Blecke, representing Northeast Nebraska Investors, LLC, was asking for Council consideration to their request to extend the five-year payback period on their loan to 10 years. This request is a result of learning that \$50,000 per year of debt for the first five years was going to be difficult to cash flow; \$25,000 for 10 years would be more palatable. The LB 840 Committee met and recommended approving this request. The terms of this loan were 0% interest over 5 years. The modified terms from the Committee were the same, with the exception that it be over 10 years.

Councilmember Chamberlain made a motion and seconded by Councilmember Sturm approving the request of the LB840 Sales Tax Advisory Committee to modify the terms of the loan agreement with Northeast Nebraska Investors, LLC, to extend the five-year payback period of the loan to ten years. Mayor Shelton stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Ley who abstained, the Mayor declared the motion carried.

Administrator Johnson stated the following Ordinance would amend our city code to bring the same into compliance with State Statutes. Those changes are as follows and noted in red:

#### **OFFENSES AND MISCELLANEOUS PROVISIONS § 58-203**

##### **Sec. 58-203. Definitions. For purposes of this ordinance.**

- a. *Aggravated offense* means any registerable offense under Neb. Rev. Stat. Section 29-4003 which involved the penetration of, direct genital touching of, oral to anal contact with, or oral to genital contact with (a) a victim age thirteen years or older without the consent of the victim, (b) a victim under the age of thirteen years, or (c) 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;
- b. *Child care facility* means a facility pursuant to the Child Care Licensing Act;
- c. *School* means a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval;

- d. *Reside* means to sleep, live, or dwell at a place, which may include more than one location, and may be mobile or transitory;
- e. *Residence* means a place where an individual sleeps, lives, or dwells, which may include more than one location, and may be mobile or transitory.
- f. *Sex offender* means an individual who has been convicted of a crime listed in Neb. Rev. Stat. Section 29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and
- g. *Sexual predator* means an individual who is required to register under the Sex Offender Registration Act, ~~who has been classified as a Level 3 because of a high risk of recidivism as determined by the Nebraska State Patrol under Neb. Rev. Stat. Section 29-4013~~ and **who has committed an aggravated offense as defined in Neb. Rev. Stat. Section 29-4001.01**, and who has victimized a person eighteen years of age or younger.

Councilmember Sturm introduced Ordinance 2010-3, and moved for its approval;

Councilmember Chamberlain seconded.

#### ORDINANCE NO. 2010-3

AN ORDINANCE REVISING THE CITY OF WAYNE ORDINANCES SECTION 58-203, ENTITLED DEFINITIONS FOR PURPOSES OF THIS ORDINANCE.

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

Councilmember Chamberlain made a motion and seconded by Councilmember Ley to adjourn the meeting. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 7:07 p.m.

## CLAIMS LISTING FEBRUARY 16, 2010

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,140.16
APPEARA	TOWEL AND LINEN SERVICE	108.77
BAKER & TAYLOR BOOKS	BOOKS	733.33
BANK FIRST	CAC PETTY CASH	310.00
BINSWANGER GLASS	BULB WEATHERING	170.80
BLUE JAY ACTIVITIES	ENTRY FEE	105.00
CEDAR CATHOLIC BOOSTERS	ENTRY FEE	85.00
CITY EMPLOYEE	VISION REIMBURSEMENT	442.10
CITY OF WAYNE	BUILDING DEPOSIT REFUND	1,000.00
CITY OF WAYNE	PAYROLL	54,388.95
CITY OF WAYNE	UTILITY REFUNDS	777.60
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES & SHIPPING	394.23
DAKOTA BUSINESS SYSTEMS	LIBRARY COPIER LEASE	100.00
DANKO EMERGENCY EQUIPMENT	CABLE & AERIAL TEST	3,301.40
DOESCHER APPLIANCE	WASHER REPAIR	162.95
CITY EMPLOYEE	HEALTH REIMBURSEMENT	65.80
CITY EMPLOYEE	HEALTH REIMBURSEMENT	28.80
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	129.00
DUGAN BUSINESS FORMS	25,000 UTILITY ENVELOPES	768.75
DUTTON-LAINSON COMPANY	LUG/CONNECTORS	163.34
ECHO GROUP INC JESCO	FUSES	297.44
EGAN SUPPLY CO	VAC BAGS/FILTER/BRUSHES	49.15
ELDERFEST COMMITTEE	TABLE-LIBRARY	25.00
ELLIS PLUMBING & HEATING	TOILET REPAIRS	184.86
FASTENAL CO	BOLTS	79.16
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	214.34
FREDRICKSON OIL CO	TIRE REPAIR	91.35
GALE GROUP	BOOKS	591.61
GLEN'S AUTO BODY	DOOR HANDLE	8.33
GREAT PLAINS ONE-CALL	DIGGERS HOTLINE	3.86
CITY EMPLOYEE	HEALTH REIMBURSEMENT	32.87
HOLIDAY INN OF KEARNEY	LODGING- ECHTENKAMP & JUNCK	276.00
ICC	MEMBERSHIP DUES	100.00
ICMA RETIREMENT TRUST	ICMA RETIREMENT	5,423.88
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER	909.11
IRS	FEDERAL WITHHOLDING	17,565.43
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,164.46
CITY EMPLOYEE	HEALTH REIMBURSEMENT	272.72
KTCH AM/FM RADIO	RADIO ADS	941.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	76.33
LIGHT & SIREN	STROBE LIGHTBAR	743.10
LYNN CARD COMPANY	ACL KIT	55.86
CITY EMPLOYEE	HEALTH REIMBURSEMENT	437.85
MARILYN QUANCE	ENERGY INCENTIVE	500.00
MIDSTATES ERECTORS INC	REPAIR COOLING TOWER PIPING	7,141.59
MIDWEST LABORATORIES, INC	BOD TESTING	81.60
MIDWEST OFFICE AUTOMATION	SENIOR CENTER COPIER LEASE	560.00
MIDWEST TAPE LLC	AUDIO BOOKS	69.98

MINES JEWELERS	AUDITORIUM CLOCK REPAIR	306.45
MULTIMEDIA SALES & MARKET	COMMUNITY PROMOTION	236.55
MURPHY TRACTOR & EQUIPMENT	CUTTING EDGE ON BACKHOE	246.75
CITY EMPLOYEE	HEALTH REIMBURSEMENT	78.70
NE DEPT OF ENVIRONMENTAL	RENEWAL FEE - J BRADY	150.00
NE DEPT OF REVENUE	STATE WITHHOLDING	2,593.71
NE LIBRARY ASSOCIATION	MEMBERSHIP RENEWAL	230.00
NE PUBLIC HEALTH	FLUORIDE/COLIFORM	159.00
NE SAFETY COUNCIL	POSTAGE ON SAFETY VIDEOS	10.15
NEBR PUBLIC POWER DIST	ELECTRICITY	218,912.31
NMC, INC.	MANUAL	94.03
NORTHEAST EQUIPMENT	HOSE/FITTINGS/SWITCH/CABLE ETC	302.66
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	10,698.54
PAC N SAVE	READING SUPPLIES	15.04
PAMIDA INC	PROPANE/PHONE/KLEENEX	152.60
CITY EMPLOYEE	HEALTH REIMBURSEMENT	107.78
PENDER BOOSTERS	ENTRY FEE	85.00
PEPSI-COLA	CAC POP	529.82
PETERSON INDUSTRIAL ENGINE	UNIT 8 ENGINE REPAIR	6,865.25
CITY EMPLOYEE	HEALTH REIMBURSEMENT	438.56
PRESTO X COMPANY	PEST CONTROL	77.20
QWEST	TELEPHONE CHARGES	1,207.01
REPCO MARKETING INC	SIMULATOR SOLUTION	35.75
S & S WILLERS, INC.	CONCRETE GRAVEL	583.15
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	92.25
SOOLAND BOBCAT	WIPER ARM/BLADE/CHAINS	292.86
SPANN AUTO	REPAIR SNOW BLOWER ENGINE	70.00
SPARKLING KLEAN	JANITORIAL CLEANING SERVICES	818.00
STADIUM SPORTING GOODS	BASKETBALL SCOREBOOKS	18.00
STATE FARM INSURANCE	SURETY BOND	563.00
STATE NATIONAL BANK	ACH FEES JAN/FEB	100.03
STATE NATIONAL BANK	W & BANS SERIES 2009	12,057.50
ULTRAMAX AMMUNITION	AMMUNITION	216.00
US BANK	CONFERENCE/MOTOR/SERVER/CAMERA ETC	3,034.68
UTILITIES SECTION	PUBLIC WORKS ANNUAL CONF	435.00
VIC'S ENGINE SERVICE	COVER & DRUM	59.97
WAYNE AREA ECONOMIC DEVEL	BECA GRANT	21,130.68
WAYNE AREA ECONOMIC DEVEL	PLATINUM MEMBERSHIP	3,000.00
WAYNE AREA ECONOMIC DEVEL	OPPORTUNITY BLDG MARKETING	10,000.00
WAYNE AREA ECONOMIC DEVEL	TRAVEL CONTRIBUTION	3,000.00
WAYNE AUTO PARTS	CYLINDER/BELTS/CABLE/FILTER ETC	1,084.88
WAYNE COUNTY	SHERIFF ARREST	187.00
WAYNE COUNTY COURT	COURT COSTS	120.50
WAYNE GRAIN & FEED INC	SCALE CHARGES	70.00
WAYNE HERALD	ADS AND NOTICES	1,561.48
WAYNE VETERINARY CLINIC	DOG & CAT IMPOUNDS	224.00
WESTERN AREA POWER ADMIN	ELECTRICITY	31,365.37
WESTERN IOWA TECH	FIRE SCHOOL	140.00
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	65.02

EMP #	NAME	AMOUNT
01-0008	CHANELLE J BELT	870.46
01-0012	NANCY BRADEN	1,560.70
01-0020	LORI DICKES	231.45
01-0038	JOEL HANSEN	1,082.60
01-0048	LOWELL JOHNSON	1,770.87
01-0052	BRIAN KESTING	979.80
01-0058	GERALD KRUGER	841.39
01-0065	MELODIE LONGE	897.68
01-0067	BETTY MCGUIRE	1,421.78
01-0073	DAWN R NAVRKAL	853.03
01-0204	ART F BARKER	99.18
01-0009	JESSICA BOLLES	921.69
01-0018	MARLEN CHINN	1,190.53
01-0025	EDWIN FOOTE	58.07
01-0035	RICHARD HAASE	1,230.57
01-0055	GERALD KLINETOBE	997.19
01-0085	KATHLEEN PRINCE	920.87
01-0093	PHILIP SHEAR	1,404.47
01-0101	BRIAN SWANSON	1,130.56
01-0112	LANCE WEBSTER	1,636.38
01-0115	LEE WREDE	965.75
01-0170	STEVEN A SCHWARZ	1,171.05
01-0226	DOMENIC T CONSOLI	994.92
01-0258	HEATHER J THOR	884.09
01-0270	RENA S ALONSO	853.03
01-0298	CHAD M JENSEN	731.89
01-0117	JEFFERY ZEISS	1,126.46
01-0199	BRANDON R FOOTE	251.84
01-0237	KARLA S JENSEN	56.95
01-0247	BRETT J GEBHARDT	198.90
01-0260	MADDY E MOSER	250.41
01-0261	COURTNEY M PRESTON	168.28
01-0264	TAYLOR J RACELY	192.74
01-0276	ZACHARY D BRAUN	185.99
01-0279	CORY L HARM	219.28
01-0284	AMANDA PEARSON	73.65
01-0087	JOHN REBENS DORF	615.06
01-0122	FRANCES A POEHLMAN	324.75
01-0205	NORMA L BACKSTROM	10.82
01-0259	PENNY L VOLLBRACHT	1,001.11
01-0296	RICHARD E BARELMAN	515.18
01-0003	BONNIE ANDERSEN	122.33
01-0041	HEATHER L HEADLEY	61.64
01-0057	LINDA KRUCKENBERG	128.71
01-0064	LAURAN LOFGREN	1,013.97
01-0077	JULIE OSNES	728.86
01-0202	RITA C MCLEAN	465.24
01-0211	ALISSA M JOHNSON	249.29
01-0233	PAULA M ERICKSON	186.73
01-0263	EMILY A HENDERSON	290.46

\*\*\*\*\* DIRECT DEPOSIT LIST \*\*\*\*\*

PAY PERIOD ENDING

2/07/2010

DIRECT DEPOSIT EFFECTIVE DATE

2/10/2010

EMP #	NAME	AMOUNT
01-0042	LOWELL HEGGEMEYER	902.71
01-0044	TODD HOEMAN	1,245.48
01-0138	JERRY M SPERRY	44.80
01-0177	GEORGE BEHLERS	43.60
01-0179	JASON JORGENSEN	1,049.87
01-0243	LANDON STENDER	252.20
01-0297	SETH G LISTON	911.92
01-0015	WILLIAM BREITKREUTZ	978.26
01-0021	KEITH DOESCHER	934.84
01-0037	GENE HANSEN	1,374.42
01-0050	DANIEL KARDELL	926.69
01-0106	JEFFREY TRIGGS	1,046.85
01-0004	ROBERT BACKMAN	1,193.60
01-0029	TERRY FRY	1,115.20
01-0063	BRIAN LOBERG	1,337.43
01-0084	GARRY POUTRE	1,596.31
01-0100	TIMOTHY SUTTON	1,471.05
01-0013	JEFFREY BRADY	1,242.64
01-0022	DOUGLAS ECHTENKAMP	1,245.25
01-0231	ADAM C JUNCK	853.71

TOTAL PRINTED:

70

53,905.48

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0235	HEADLEY, DAVID A	R	2/10/2010	132.63	068649
0273	HANSEN, KATHERINE E	R	2/10/2010	117.62	068650
0282	BOSHART, SAMUEL L	R	2/10/2010	233.22	068651

**RESOLUTION NO. 2010-10**

**A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND WAYNE CHAPTER NO. 54 FRATERNAL ORDER OF POLICE (2010 – 2012).**

WHEREAS, the City of Wayne and the Wayne Chapter No. 54 Fraternal Order of Police have come to an agreement concerning the Collective Bargaining Agreement; and

WHEREAS, a copy of the said Collective Bargaining Agreement is marked Exhibit "A" and attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City shall enter into a Collective Bargaining Agreement with Wayne Chapter No. 54 Fraternal Order of Police (2010-2012), and that the Mayor is hereby authorized to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 16<sup>th</sup> day of February, 2010.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

**Collective Bargaining Agreement**

**Between**

**CITY OF WAYNE**

**and**

**Wayne Chapter No. 54**

**FRATERNAL ORDER OF POLICE**

**2010-2012**

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## **PREAMBLE**

This agreement is between the City of Wayne, (hereinafter referred to as the "City") and Wayne Chapter No. 54 of the Fraternal Order of Police (hereinafter referred to as the "Union"). This Agreement shall be entered into when signed by the proper officers of the City and the Union, and shall become effective on the date that it is signed; except that the rates of pay set forth in Schedule A shall be effective as of the 1<sup>st</sup> day of **January, 2010**

## **I. RECOGNITION**

**Sec. 1: Recognition of Union.** The City recognizes the Union as the exclusive representative of "employees" as defined in Section 2 of this Article.

**Sec. 2: Definition of Employees.** Whenever used in this Agreement, the term "employees" shall mean all full-time or part-time employees in the classifications of police officer below the rank of Lieutenant, Communications Supervisor, and dispatchers, employed by the City at its facilities located in Wayne, Nebraska; but excluding law enforcement supervisory (including specifically the positions of Chief of Police and Police Lieutenant), clerical and professional employees.

**Sec. 3: Position Titles and Rates of Pay.** There is attached hereto and made a part of hereof Schedule "A" which lists the position titles and rates of pay for each position covered by this Agreement.

## **II. CLASSIFICATION OF EMPLOYEES**

**Sec. 1: Introductory Employees.** A newly-hired employee shall be an introductory employee for the first six (6) months of his/her employment (the Introductory Period).

**Sec. 2: Regular Employee.** An employee who has completed the Introductory Period and who has been rated as satisfactory by his/her management supervisor at the end of the Introductory Period shall be classified as a regular employee. A regular employee shall include a full-time or part-time employee.

**Sec. 3: Temporary Employees.** Temporary employees are those employees hired for a limited period of time (not to exceed six (6) months) or to perform work on a temporary project (with duration of less than six (6) months). The City has the right to hire temporary employees as it deems necessary. Unless

specified otherwise, temporary employees will have no privileges under this Agreement. The six month period referred to in this paragraph may be extended by the agreement of the parties.

### **III. MANAGEMENT RIGHTS**

**Sec. 1: Retention of Managerial Prerogatives.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with the City's sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed, and to hire employees; to determine qualifications of employees, including skills, education, experience, ability, training, and fitness for duty; to assign and direct the work of employees; to promote, demote, or transfer employees; to lay off employees for lack of work or other legitimate reasons and to recall employees to work; to set the standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the schedule of work, including the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors or contract employees to perform work, or provide services; to utilize part-time and temporary employees; to subcontract, transfer, contract out, close down, or relocate the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations or service; to determine the location of the business, including the establishment of new facilities, or the closing of existing facilities; to determine the number, location and operation of departments, divisions, and all other units of the City; to control and regulate the use of vehicles, facilities, equipment, and other property of the City; to introduce new or improved service methods, and equipment; to issue, amend and revise policies, rules, regulations, and practices; to establish or modify job duties and classifications; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees.

The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union; provided however, that if the exercise of management rights results in a change in policy, no disciplinary action will be taken based on the revised policy until five(5) days following the posting of notice of the revised policy. It is agreed that the listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. The City's exercise of its management rights will not be subject to grievance and arbitration, unless such exercise violates provisions of

this Agreement. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The City Administrator has the absolute right to draft and prepare a budget for submission to the City Council without further discussion with the Union prior to submission or approval. Provided, however, that the budget shall not contain provisions for wages and benefits at a level that is less than the level contained in this Agreement.

**Sec. 2: Rules, Regulations, Personnel Policies, and Job Descriptions.** Attached hereto, marked Exhibit A, are the written Rules, Regulations, Personnel Policies, and Job Descriptions of the City, as of **December 31, 2009**. It is expressly understood that the right to issue, amend and revise policies, rules, regulations, and practices, including attendance, work, substance abuse, functional testing and safety rules, and to establish or modify job duties and classifications is retained and vested exclusively in the City.

All employees will abide by any such policies, rules, regulations, and practices. The City shall have the right to impose discipline for violation of said policies, rules, regulations, and practices, including the right of suspension or discharge. The City shall also have the right to establish or revise a progressive discipline policy to address violations of these policies, rules, regulations, and practices.

#### **IV. BARGAINING UNIT WORK**

The City retains the right to assign supervisory personnel and/or non-bargaining unit personnel to perform bargaining unit work in the following circumstances: safety reasons, or emergencies.

#### **V. COMPLIANCE WITH THE LAW**

**Sec. 1: Compliance with Law.** Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified to the extent necessary to comply with such law or regulation.

**Sec. 2: Severability.** If any provisions of this Agreement or the application of the same shall be held invalid, the legality of the other provisions of this Agreement shall not be affected thereby.

**Sec. 3: Non-Discrimination.** The City and Union agree that this Agreement will be administered equally and equitable with respect to all employees and that neither party will discriminate against any employee because of his/her race, creed, color, religion, sex, age or national origin, or membership in the Union.

**Sec. 4: USERRA.** The City shall comply with all the re-employment and seniority provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, and all amendments thereto with reference to any Regular Employee called into service with the Armed Forces of the United States.

## **VI. CONDUCT OF UNION AFFAIRS**

**Sec. 1: No Union Activity, Solicitation.** No bargaining unit employee, including Union officers and representatives, shall conduct any Union activity or Union business during working hours except as specifically authorized by the provisions of this Agreement. Each employee is expected to perform full time work except when specifically authorized by the terms of this Agreement. No employee or non-employee union representative shall solicit union membership during working time.

**Sec. 2: Stewards.** Not more than two (2) stewards shall be selected by the Union and shall represent the employees in the bargaining unit. The Union shall furnish the City with the name of the steward selected. All stewards referred to in this Agreement shall be regular employees of the City. Each steward shall report to his/her immediate non-bargaining unit supervisor or designated representative, and receive approval prior to the time of leaving his/her work to perform the duties of such steward as set forth herein and shall also report on returning to his/her work assignment unless excused the steward's supervisor. **Member(s) on duty, representing the bargaining unit, may participate in negotiations, subject to responding to calls for service at any time. No more than 30 hours of aggregate on duty time may be used for negotiations**

## **VII. HOURS OF WORK AND OVERTIME**

**Sec. 1: Purpose of Article.** The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages,

and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The City's pay records, practices and procedures shall govern the payment of all wages.

**Sec. 2: Workday.** A workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day. A regular shift shall consist of twelve (12) hours of work for law enforcement personnel, and eight (8) hours of work for dispatch personnel, in a workday.

**Sec. 3: Overtime and Compensatory Time.**

- A. Employees Covered by this Agreement, Other than Dispatchers. For all hours (or fraction thereof) worked by an employee in excess of eighty four (84) hours in a fourteen (14) day work period established by the City, said employee shall be entitled to overtime compensation in accordance with the Fair Labor Standards Act.
- B. Dispatchers. For all hours (or fraction thereof) worked by an employee in excess of forty (40) hours in a seven (7) day workweek established by the City, said employee shall be entitled to overtime compensation in accordance with the Fair Labor Standards Act.
- C. Definition. As used in this Section 3.A. and B., "overtime compensation" shall mean either compensatory time off or payment of a premium rate, and shall be consistent with the Fair Labor Standards Act guidelines. An employee with less than 168 hours of compensatory time accrued may elect to receive overtime compensation as compensatory time up to a maximum of 168 accrued hours.

As used in this Section 3.A. and B., "overtime compensation" shall mean either compensatory time off or payment of a premium rate. The decision to grant compensatory time off or, in the alternative, to pay a premium rate is left to the sole discretion of the City and shall be consistent with the Fair Labor Standards Act guidelines.

In the event that a premium rate is paid in lieu of providing compensatory time off, the premium rate shall be equal to one and one-half (1.5) times the employee's regular rate for all overtime hours in that work period. In the event that compensatory time off is provided as overtime compensation, then compensatory time off will be earned at a rate not less than one and one-half

hours for each hour of employment for which overtime compensation is required under this Agreement. No employee may accrue more than 168 hours of compensatory time. After 168 hours of compensatory time has been accrued, all overtime compensation shall be paid out as wages.

Compensatory time and compensatory time off are interchangeable terms for the purpose of this Article. Compensatory time for the purposes of this Article is paid time off the job which is earned and accrued by an employee in lieu of an immediate cash payment; and consists of hours during which an employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate.

**Sec. 4: Overtime Credit.**

- A. Hours which an employee does not work but for which he or she is compensated, such as vacation, and personal day hours, shall not be considered hours worked for the purposes of computing overtime eligibility under this Agreement.
- B. Hours of work during which employees appear in court or other official proceedings based on any action arising out of their employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding, and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.**
- C. Hours of work during which employees respond to work pursuant to an off-duty call out arising out of their employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding, and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.**
- D. Hours of work during which employees appear for official parade duty arising out of their employment, at a time during which they are not otherwise on duty during a scheduled shift,**

shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding, and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.

E. Hours of work by department trainers for conducting department officer training and the required set-up and teardown time during a time when the trainer is not otherwise on duty during a scheduled shift shall be considered hours of work for the purpose of compensation and computing overtime compensation and paid out as wages except as provided in Art. VII, Section 3(C) of this agreement.

F. There shall be no duplication or pyramiding of overtime.

**Sec. 5: Overtime Work and Equalization.** The City shall determine when and by whom overtime will be worked. However, the City will attempt to distribute overtime as equally as practicable among its employees.

## VIII. UNIFORMS

Uniforms (approved by the City) will be provided to all bargaining unit employees, including dispatchers, and replaced at the discretion of the City.

## IX. HOLIDAYS

**Sec. 1: Holidays.** The following days shall be considered holidays:

- (1) New Years Day
- (2) Martin Luther King
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Veterans Day
- (7) Thanksgiving Day
- (8) Christmas Day
- (9) Floating Holiday

**Sec. 2: Observance.** Each holiday will be observed on the actual day of the holiday. In addition to the foregoing holidays, each eligible full-time Regular Employee shall have one "floater" holiday which may be scheduled upon reasonable notice, not less than two weeks in advance.

**Sec. 3: No Work on Holidays.** On each holiday, an eligible full-time Regular Employee shall receive eight (8) hours of compensatory time (or the number of hours that the employee is regularly scheduled to work if in excess of eight (8) hours) if the employee does not work on the holiday. Holiday leave and holiday compensation are interchangeable for purposes of this Article and shall refer to compensation earned or accrued due exclusively to holidays. Holiday compensation shall not be included in calculations of compensatory time or overtime compensation. Holiday compensation shall be paid out exclusively as wages.

**Sec. 4: Eligible Employees.** Each regular employee who actually works (or is excused from working) his last scheduled workday before and first scheduled workday after the date observed as the Holiday, shall be eligible for the benefits set forth in Section 3 of this Article. If a holiday occurs during a period of pre-approved vacation leave or extended (five days or more) sick leave the employee shall not be charged vacation for the holiday. An employee in no-pay status shall not receive holiday compensation.

**Sec. 5: Work on the Holiday.** Whenever an eligible employee is required to work on a holiday, the City will pay the employee 2.5 times their regular rate of pay for the number of hours actually worked. The Employee shall not receive compensatory time in addition to compensation for time worked on said holiday.

## **X. RATE OF PAY**

**Sec. 1: Schedule A.** Schedule A, attached hereto sets forth the minimum and maximum wage rates for each job position within the Bargaining Unit. Each job position will have intermediate rates (steps) depending on length of service. Schedule A will be adjusted upward **0%-2% as approved by city council** for the cost of living in the calendar years **beginning January 1, 2011 and January 1, 2012.**

**Sec. 2: On Call Pay.** On call pay shall be paid out at the rate of \$5.00 per hour.

**Sec. 3: Starting Rate.** Persons hired into a job position shall be paid at not less than the minimum wage rate assigned to that job position. The City may authorize a rate other than this minimum rate in order to recruit an employee, in the sole discretion of the City.

**Sec. 4: Movement Within a Position.** Movement above the minimum wage rate for a job position will be determined taking into the account length of

service. Any employee on introductory status due to disciplinary or performance reasons shall not advance above the employee's then current wage step until the employee is removed from introductory status.

**Sec. 5: Movement to a Different Position.**

In any case in which an employee moves to a higher position, the employee shall be given credit for length of service in the new position in an amount necessary to place the employee on the step in the higher classification which corresponds to a wage rate closest to, but not lower than, the employee's wage rate before the movement to the higher position. In any case in which an employee moves to a lower position, the employee shall be given credit for his or her length of service with the City of Wayne Police Department in the new position.

**Sec. 6: Merit Pay.** Nothing in this contract shall prohibit the City from paying one or more employees more than the wages and rates of pay provided in this contract based on skill, ability, knowledge, performance, attendance, experience, attitude, and relevant education.

**Sec. 7: Supplemental Retirement Plan.** The City shall establish and maintain an additional, optional defined contribution retirement plan for employees. The City shall be under no obligation to match any contributions to this supplemental plan made by employees.

**Sec. 8: Accrued Compensatory Time Rollover into Qualified City Retirement Plan:** For the term of this agreement, each police Department employee shall have the option at the time of his / her choice to convert up to 40 hours per year of accrued, unpaid, compensatory time, at the employee's regular wage rate at that time, to a cash contribution into that employee's qualified city retirement account, without a match by the city,

## **XI. EMPLOYEE INSURANCE PROGRAMS**

The City maintains the following Insurance Programs for the benefit of its employees and encourages their participation. These plans are available to Eligible Employees of the City as described below, subject to the applicable waiting periods and terms and conditions contained in the plan documents. The specifications and other details of each of these plans can be found in the summary plan descriptions and shall be made available to all employees upon request. A general description of the each plan is listed below:

**Sec. 1: Insurance Benefits**

A. Major Medical Insurance

This policy provides for payment of medical expenses for Regular Full-Time Employees and their dependents and Introductory Employees with 30 days of employment, as defined in the policy.

1. The Plan shall provide for a **maximum \$750** Annual Deductible for Single coverage and **maximum \$1,500** Annual Deductible for Family coverage; with a 20% co-pay percentage; with a maximum out-of-pocket limit of \$1,600 for Single Coverage and \$3,200 for Family Coverage. **For the calendar year 2010, the Annual Deductible for Single Coverage is \$450 and \$900 for Family coverage with a \$200 Single Coverage and \$400 Family Coverage reduction incentive for employees who: 1) didn't use tobacco the previous calendar year, and 2) who, with their spouse, (if applicable) have undergone an annual physical paid for by the city's group health insurance plan in the previous calendar year.**
2. The Plan shall include the option to participate in a preferred provider organization (PPO), and employees choosing not to participate shall not be guaranteed the levels of benefit coverage described herein.
3. The City shall provide 97.5% of the cost of the health insurance premium of Single Coverage for Regular Full-Time and Introductory Employees with 30 days of employment, as established by the health insurance carrier on an annual basis.
4. The City shall provide 90% of the cost of the health insurance premium for Family/Dependant coverage for Regular Full-Time and Introductory Employees with 30 days of employment, as established by the health insurance carrier on an annual basis.
5. The Employee shall pay, through means of wage withholding the applicable percentage of health insurance premium for which he or she is responsible.
6. The Plan may offer dental coverage.

**XII. NO STRIKE AND LOCKOUT**

**Sec. 1: Prohibition on Strike, Work Stoppage, Lockout.** The continuous and proper functioning and operation of the governmental service to the people of Nebraska is essential to their welfare, health and safety. Governmental service in a proprietary capacity and the service of such police departments are clothed with a vital public interest that the parties hereto acknowledge.

**Sec. 2: No Strike and Lockout.** Accordingly, during the period of this Agreement there shall be no strike, slowdown, or other work stoppage, picketing or other interference with the operations of the City by the Union or any bargaining unit employee. During the period of this Agreement there shall be no lockouts.

### **XIII. DURATION, EFFECT**

**Sec. 1:** The terms of this Agreement shall be in full force and effect from **January 1, 2010 through June 30, 2012** and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, change or modify the Agreement is served by either party upon the other party ninety (90) days prior to the expiration date, or ninety (90) days prior to the expiration date of any subsequent contract year.

**Sec. 2:** This Agreement supersedes any previous oral and written agreements between the City, its employees or the Union. The City will not be bound by any past understandings, practices and/or customs between the City, its employees, or the Union on matters not specifically governed by the terms of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**XIV. SIGNATURE**

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized this \_\_\_ day of \_\_\_\_\_, **2010**.

CITY OF WAYNE

WAYNE CHAPTER NO. 54  
FRATERNAL ORDER OF POLICE

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

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

Its: Mayor

Its: PRESIDENT

**RESOLUTION NO. 2010-11**

WHEREAS, the City of Wayne shall establish a separate standard wage and salary schedule for the "Wayne Chapter No. 54 – Fraternal Order of Police 2010-2012" which shall be effective January 1, 2010.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the said Wage & Salary Schedule shall be as follows:

CITY OF WAYNE  
WAYNE CHAPTER NO. 54 FRATERNAL ORDER OF POLICE  
SALARY SCHEDULE  
Effective January 1, 2010

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE RANGE</u>
Part-Time Dispatcher	\$ 9.98 - \$13.09
Dispatcher	\$12.13 - \$15.92
Dispatch Supervisor	\$13.01 - \$17.25

**The following is based upon 2,184 hours per year:**

Patrolman	\$14.39 - \$19.39
Senior Patrolman	\$15.96 - \$20.85
Police Sergeant	\$17.53 - \$22.30

BE IT FURTHER RESOLVED that upon satisfactory evaluation, the normal progression between the labor grade steps shall be at least twelve (12) months, unless otherwise deemed warranted and appropriate by the City Administrator.

BE IT FURTHER RESOLVED that employees who are serving in a probationary period and/or receiving wage rates less than rates scheduled herein above shall have their wage rates adjusted only upon satisfactory evaluation at their next normal evaluation time.

PASSED AND APPROVED this 16<sup>th</sup> day of February, 2010.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

City of Wayne  
2010 Wage Scale

	P	A	B	C	D	E	F	G	H	I	J
	0/6 mo	6 mo/1 yr	1 - 2 yr	2 - 3 yr	3 - 4 yr	4 - 5 yr	5 - 6 yr	6 - 7 yr	7 - 8 yr	8 - 9 yr	9 yr & beyond
Range	9.98 - 13.09	10.25	10.53	10.82	11.12	11.43	11.74	12.07	12.40	12.74	13.09
Part time Dispatcher	9.98	10.25	10.53	10.82	11.12	11.43	11.74	12.07	12.40	12.74	13.09
Dispatcher	12.13	12.46	12.81	13.16	13.52	13.90	14.28	14.67	15.07	15.49	15.91
Dispatch Supervisor	13.01	13.38	13.77	14.16	14.57	14.99	15.42	15.86	16.32	16.78	17.25
This scale is based on 2184 hours per year											
Patrolman	14.39	14.82	15.27	15.73	16.21	16.70	17.20	17.72	18.26	18.81	19.39
Senior Patrolman	15.96	16.39	16.83	17.29	17.75	18.23	18.73	19.23	19.75	20.28	20.85
Police Sergeant	17.53	17.96	18.40	18.84	19.30	19.78	20.26	20.75	21.26	21.78	22.30

**RESOLUTION NO. 2010-12**

**A RESOLUTION RESCINDING COUNCIL ACTION ON INTERLOCAL AGREEMENT WITH THE CITY OF LAUREL, NEBRASKA, FOR RESPONSIBLE CHARGE (RC) SERVICES.**

WHEREAS, at their meeting on January 19, 2010, the Council approved an Interlocal Agreement with the City of Laurel for Responsible Charge (RC) services for their trail project; and

WHEREAS, it is necessary to rescind that agreement and enter into an agreement/resolution developed by the State of Nebraska Department of Roads for such services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Interlocal Agreement with the City of Laurel for Responsible Charge services which was approved on January 19, 2010, is hereby rescinded.

PASSED AND APPROVED this 16<sup>th</sup> day of February, 2010.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

**RESOLUTION NO. 2010-13**

**A RESOLUTION APPROVING INTERLOCAL AGREEMENT  
WITH THE CITY OF LAUREL, NEBRASKA, FOR RESPONSIBLE  
CHARGE (RC) SERVICES.**

WHEREAS, the City of Laurel desires to enter into an interlocal agreement with the City of Wayne for Responsible Charge (RC) services for their trail project; and

WHEREAS, the City of Wayne is agreeable to entering into an interlocal agreement with the City of Laurel to provide said responsible charge services for said trail project as provided therein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the Interlocal Agreement for Responsible Charge Services between the City of Wayne, Nebraska, and the City of Laurel, Nebraska, attached hereto and incorporated herein, is hereby approved, and the Mayor is hereby authorized to enter into said interlocal agreement on behalf of the City of Wayne.

PASSED AND APPROVED this 16<sup>th</sup> day of February, 2010.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

## DISCLAIMER & INSTRUCTIONS FOR USE OF THE FOLLOWING AGREEMENT

Nebraska Department of Roads (NDOR) has reviewed this agreement only for compliance with NDOR's understanding of FHWA's present position about the requirements of 23 CFR §635.105, particularly subsection (c). No effort has been made by NDOR to require or comment on the draft of any other necessary provisions or to analyze the legal effect of this agreement on any other issue for the Receiving Local Public Agency (LPA), the Loaning Public entity, the Responsible Charge or any other person or entity related to any issues that may arise out of a transaction as set forth in this agreement, such as employment implications, legal liability, tort liability, workers' compensation, etc. NDOR expects that entities seeking to use this agreement will undertake a thorough review of all issues related to this transaction, seek legal advice, draft appropriate language and make its own determination of the legality, the merits of this agreement, or the ability of each party to fulfill the obligations provided in the agreement. The project may be determined to be ineligible for Federal funding if all mandatory requirements are not properly set out in the agreement, the agreement does not conform to Federal or State law or the NDOR Local Public Agency Project Manual, or if the agreement is not reasonably enforced by the parties.

It is also expected that additional provisions may be included by the parties to this agreement to provide the other terms necessary to fully define the legal relationship created by this agreement. Any changes, additions, deletions, limitations, restrictions or modifications of the language of the following sections shall be approved in writing by NDOR prior to being signed by the parties:

DEFINITIONS  
DUTIES OF ASSISTING PUBLIC ENTITY  
DUTIES OF RECEIVING LPA  
NDOR THIRD PARTY RIGHTS

The INSURANCE section was drafted with the assistance of Nebraska Association of County Officials (NACO) and/or The League of Nebraska Municipalities and it is strongly recommended that insurance of these types and limits be considered to be the minimum insurance necessary for the parties under this agreement.

*NOTE: The document must be accompanied by a resolution from the governing body which authorizes the person to sign on behalf of Assisting Public Entity.*

*NOTE: This document must be accompanied by a resolution from the governing body which authorizes the person to sign on behalf of the Receiving LPA.*

NDOR Project Number:	<u>SRTS-14(3)</u>
NDOR Control Number:	<u>31977</u>
NDOR Project Name:	<u>Laurel Safe Routes Project</u>
Name of Responsible Charge Person:	<u>Joel Hansen</u>

**NEBRASKA LOCAL PUBLIC AGENCY  
INTERLOCAL COOPERATION ACT AGREEMENT**

**PARTIES**

THIS AGREEMENT ("Agreement") is entered into by *City of Laurel*, the Receiving LPA and *City of Wayne*, the Assisting Public Entity. The County, Municipality or other public entity undertaking the Federal-aid highway project will be referred to herein as the Receiving LPA. The public entity providing the services of an employee to act as a Responsible Charge (RC) will herein be referred to as Assisting Public Entity.

**PURPOSE**

This Agreement is entered into pursuant to Neb. Rev. Stat. § 13-801 et. seq., and shall be considered an interlocal agreement to the extent allowable for the purposes of Neb. Rev. Stat. § 13-501 et seq., and Neb. Rev. Stat. § 77-3401 et seq. The purpose of this Agreement is to provide the terms for the Assisting Public Entity to provide the services of its employee to act as the RC for a Federally funded (through FHWA) transportation project of the Receiving LPA.

**RECITALS**

WHEREAS, Receiving LPA intends to complete the design and construction of a county road, city street or other Federal-aid transportation improvement project identified as NDOR Project Number SRTS-14(3), NDOR Control Number 31977, *Laurel Safe Routes Project*, for which Receiving LPA intends to be fully eligible to receive Federal-aid highway transportation project funds.

WHEREAS, Receiving LPA cannot provide a full-time public employee to carry out the responsibilities for its Federal-aid transportation project.

WHEREAS, Assisting Public Entity has a full-time public employee on staff who has successfully completed required training to serve as a RC for a Federal-aid transportation project. According to the terms of this Agreement, Assisting Public Entity is willing to provide the services of this employee to Receiving LPA to be in day-to-day responsible charge of all aspects of Receiving LPA's project, from planning through post-construction activities, so that the project remains eligible for Federal-aid transportation project funding.

WHEREAS, the parties understand that Receiving LPA must comply with all terms of 23 C.F.R. § 635.105(c) in order for this Federal-aid transportation project to be eligible for Federal funding. The parties intend for Receiving LPA to comply with these requirements by

using Assisting Public Entity's employee who will be in responsible charge of the Federal-aid transportation project and will ensure that, at a minimum, (1) all aspects of the project receive independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project, from planning through construction activities, including all environmental commitments are carried out according to applicable requirements and remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

### DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

**Fully qualified** means a person who has satisfactorily completed all applicable NDOR training courses and who has met the other requirements necessary to be included on the NDOR list of LPA RCs.

**Full-time public employee** means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to NDOR in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal aid is sought.

**Public employee** means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on a list of entities determined by the Nebraska Department of Roads, and approved by FHWA, as fulfilling public or quasi-public functions.

**Responsible Charge** means the public employee who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may elect to use consultants to provide certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in those technical tasks.

## DUTIES OF ASSISTING PUBLIC ENTITY

The Assisting Public Entity hereby agrees to provide *Joel Hansen* to serve as the RC for Receiving LPA's Federal-aid transportation project identified as NDOR Project Number SRTS-14(3), NDOR Control Number 31977, Laurel Safe Routes Project. Assisting Public Entity pledges and agrees that:

- 1) This person is a **full-time public employee** of Assisting Public Entity.
- 2) This person is fully qualified and has successfully completed required training to serve as a RC.
- 3) It must require the RC to attend and complete following activities: participation in an annual workshop, which will be based on recommendations of the QA/QC program, and a minimum of 15 hours of professional development training annually.
- 4) It has authorized this person to be in day-to-day **responsible charge** of Receiving LPA's Federal-aid project and to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, are in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 5) It will not assign other duties to this person that would affect his or her ability to properly carry out the duties set out in this Agreement.
- 6) It will support the activities of this person to ensure that Receiving LPA's project is in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 7) It will take any action necessary to make sure that Receiving LPA and the State of Nebraska Department of Roads, meet their respective obligations set out in 23 C.F.R. § 635.105.

## DUTIES OF RECEIVING LPA

The Receiving LPA pledges and agrees that it:

- 1) Will reimburse Assisting Public Entity for the services of the RC in accordance with the terms of this Agreement.
- 2) Will provide necessary office space, materials and administrative support for the RC.
- 3) Will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
- 4) Will take all necessary actions to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 C.F.R. § 635.105.
- 5) Will take all necessary actions to ensure that the RCs work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 C.F.R. § 635.105.
- 6) Is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. Receiving LPA understands that non-compliance with in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies may result in the loss of

all Federal funding for the project. In the event that the acts or omissions of RC, Receiving LPA, or its agents or representatives, result in a finding that a project fails to comply with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies, LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project.

### **NDOR THIRD PARTY RIGHTS**

The NDOR is not a signatory to this Agreement and is not assigned specific duties under this Agreement, however the NDOR may exercise the rights of a third party beneficiary to this contract, in the event of a default, or if it determines, in its sole discretion, that it would be in the best interest of the State to exercise its rights.

### **PAYMENT**

In order to serve as RC, Receiving LPA shall pay to Assisting Public Entity the amount of \_\_\_\_\_ . Unless mutually agreed otherwise, the Assisting Public Entity shall bill the Receiving LPA for all expenses not later than 45 days following the period of RC.

### **INSURANCE**

Assisting Public Entity and Receiving LPA shall each bear the risk of its own actions, as it does with its day-to-day operations.

The RC shall not begin work under this Agreement until it has shown proof that the Assisting Public Entity has in effect all insurance coverage required under this section.

- A. Workers' Compensation and Employers Liability Insurance  
The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.
- B. Commercial General Liability Insurance  
The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- C. Automobile Liability Insurance  
The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- D. Professional Liability Insurance  
Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.

E. Certificate of Insurance

The Assisting Public Entity shall furnish the Receiving LPA with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Assisting Public Entity shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Receiving LPA.

### **INDEMNIFICATION**

Each party hereto agrees to indemnify and hold harmless the other parties from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this Agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this Agreement.

### **TERM AND DURATION**

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. This Agreement shall remain effective until the completion of the project, or January 31, 2015. If the project is not completed by that date, this Agreement must continue in effect as agreed to by the parties.

**TERMINATION**

With 30 days written notice, either party may terminate this Agreement. A new fully-qualified RC must be assigned to the project by the Receiving LPA prior to termination of this Agreement, or the project may be found to be ineligible for Federal funds.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, the Assisting Public Entity and the Receiving LPA duly execute this NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT.

City of Wayne  
Name of Assisting Public Entity

Lois Shelton  
Print name of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

\_\_\_\_\_  
Signature of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

Attest:

\_\_\_\_\_  
*[Signature and stamp of City or County Clerk or Corporate Secretary]*

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of Assisting Public Entity.]*

City of Laurel  
Name of Receiving LPA

Scott Rath  
Print name of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

\_\_\_\_\_  
Signature of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

Attest:

\_\_\_\_\_  
*[Signature and stamp of City or County Clerk or Corporate Secretary]*

*[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of the Receiving LPA.]*

ORDINANCE NO. 2010-3

AN ORDINANCE REVISING THE CITY OF WAYNE ORDINANCES SECTION 58-203, ENTITLED DEFINITIONS. FOR PURPOSES OF THIS ORDINANCE.

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

Section 1. Chapter 58, Article VIII, Section 58-203 of Wayne Municipal Code is amended as follows:

**OFFENSES AND MISCELLANEOUS PROVISIONS § 58-203**

**Sec. 58-203. Definitions. For purposes of this ordinance.**

- a. *Aggravated offense* means any registerable offense under Neb. Rev. Stat. Section 29-4003 which involved the penetration of, direct genital touching of, oral to anal contact with, or oral to genital contact with (a) a victim age thirteen years or older without the consent of the victim, (b) a victim under the age of thirteen years, or (c) 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;
- b. *Child care facility* means a facility pursuant to the Child Care Licensing Act;
- c. *School* means a public, private, denominational, or parochial school which meets the requirements for state accreditation or approval;
- d. *Reside* means to sleep, live, or dwell at a place, which may include more than one location, and may be mobile or transitory;
- e. *Residence* means a place where an individual sleeps, lives, or dwells, which may include more than one location, and may be mobile or transitory.
- f. *Sex offender* means an individual who has been convicted of a crime listed in Neb. Rev. Stat. Section 29-4003 and who is required to register as a sex offender pursuant to the Sex Offender Registration Act; and
- g. *Sexual predator* means an individual who is required to register under the Sex Offender Registration Act, ~~who has been classified as a Level 3 because of a high risk of recidivism as determined by the Nebraska State Patrol under Neb. Rev. Stat. Section 29-4013 and~~ who has committed an aggravated offense as defined in Neb. Rev. Stat. Section 29-4001.01, and who has victimized a person eighteen years of age or younger.

**State law reference** – The Sexual Predator Residency Restriction Act, Laws 2006, LB 1199, §28; Laws 2009, LB 285, § 12.

Section 2. Any other ordinance or parts of ordinance in conflict herewith are repealed.

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

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2010.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Lois M. Shelton, Mayor

ATTEST:

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

**Wayne Planning Commission Meeting Minutes  
Monday, December 7, 2009**

In the absence of Chair Sharon Braun, Commissioner Derek Hill chaired the meeting. Acting Chair Hill called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, December 7, 2009, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Mark Sorensen, Jill Sweetland, Buffany Deboer, Lee Brogie, Derek Hill, and City Planner Joel Hansen. Absent: Bill Kranz, Pat Melena, Kelby Herman, and Chair Sharon Braun.

Motion was made by Commissioner Brogie and seconded by Commissioner Sweetland to approve the minutes as presented for November 2, 2009, with two corrections, page one, paragraph six, "...Chair ~~Braun~~ closed..." to "... Chair **Braun** closed...", the second correction to page two, paragraph two, "...adopt the ~~mater~~ trail..." to "...adopt the **master** trail...", and page three, last paragraph, "...they ~~seize~~ to use..." to "...they **cease** to use..." and page five, first paragraph, "thing ~~committed~~ there.." to "...thing **permitted** there...". Acting Chair Hill stated the motion and second. All were in favor; motion carried unanimously.

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

Acting Chair Hill stated the next item on the agenda was the continued public hearing amending Section 90-754(e) of the Municipal Code, continued from the November 2, 2009 meeting. Acting Chair Hill asked for any comments from the public. There being none, Acting Chair Hill closed the public hearing and opened the discussion among the Commission members.

Commissioner Sweetland opined that since Commissioner Brogie's comments from the last meeting were correct, it seems that the Commission did not really need all that discussion at the last meeting.

Planner Hansen noted for the Commission that in their memo were three options the Commission could discuss.

Commissioner Sorensen noted that he was in favor of option three and to gradually ease the area from mixed use to light commercial.

Commissioner Brogie noted that she was in favor of option one and to just leave it as is and to have the zoning committee look at these areas along the corridors.

Motion made by Commissioner Sorensen and seconded by Commissioner Deboer to use option one of staff's recommendation and to have the Zoning

Steering Committee address the Highway 15 and 35 corridors to protect the existing homes but make it easier for business to grow and expand in this area. Acting Chair Hill stated the motion and second. Roll call vote was taken with the following: Mark Sorensen – aye; Jill Sweetland – aye; Buffany Deboer – aye; Lee Brogie – aye; and Derek Hill - aye. Acting Chair Hill declared the motion carried unanimously.

Acting Chair Hill stated the last item on the agenda is the discussion and recommendation of the amended Redevelopment Plan for Benscoter Addition, specifically Lots 8, 9, 10, and 11.

Planner Hansen noted that the original development which was passed by the Planning Commission and City Council listed a different set of numbers for the lots and then Benscoter had the area replatted which changed the lot numbers. Based on this the attorney's decided it was necessary for the Planning Commission to hear this again.

Acting Chair Hill read the resolution of the Planning commission.

Motion made by Commissioner Brogie and seconded by Commissioner Sweetland to approve the amended Redevelopment Plan for Benscoter Addition, lots 8, 9, 10, and 11 with the findings of fact being it is consistent with the comprehensive plan and its current and future land use maps. Acting Chair Hill stated the motion and second. Roll call vote was taken with the following: Mark Sorensen – aye; Jill Sweetland – aye; Buffany Deboer – aye; Lee Brogie – aye; and Derek Hill – aye. Acting Chair Hill declared the motion carried unanimously.

The question arose as to who should sign the resolution. Planner Hansen stated he would find out and get the appropriate signatures.

There being no further business, motion made by Commissioner Sorensen and seconded by Commissioner Brogie to adjourn the meeting. Acting Chair Hill stated the motion and second. All were in favor; motion carried unanimously; meeting was adjourned.

WAYNE MUNICIPAL AIRPORT AUTHORITY  
January 11, 2010  
7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport's Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: Carl Rump, David Ley, David Zach and Mitchell Nissen. Also, attending the meeting were Nancy Braden and Clay Bode.

Zach moved and Rump 2nd to accept the minutes of December 14, 2009. Roll was called with the following results: Yeas: Nissen, Rump, Zach and Ley. Nays: None. The Chairman declared the motion carried.

Zach moved and Rump 2nd that we approve the claims of January 11, 2010. Roll was called with the following results: Yeas: Rump, Nissen, Zach and Ley. Nays: None. The Chairman declared the motion carried.

Rump moved and Zach 2nd that we advertise for bid Airport Improvement Program Project No. 3-31-0086-11. Roll was called with the following results: Yeas: Rump, Nissen, Zach and Ley. Nays: None. The Chairman declared the motion carried.

Zach moved and Rump 2nd that we accept the resignation of Logan McClelland from the Airport Authority. Roll was called with the following results: Yeas: Rump, Nissen, Zach and Ley. Nays: None. The Chairman declared the motion carried.

Zach moved and Rump 2nd that we accept the Disadvantaged Business Enterprise program for Wayne Municipal Airport. Roll was called with the following results: Yeas: Rump, Nissen, Zach and Ley. Nays: None. The Chairman declared the motion carried.

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

There being no further business Rump moved and Ley 2nd that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley

Secretary