

(Amended: 6/14/13)

AGENDA
CITY COUNCIL MEETING
June 18, 2013

~~1. Mayoral Appointment of Second Ward Candidate~~

~~2. Swearing in of Second Ward Candidate~~

3. Approval of Minutes – June 4, 2013

4. Approval of Claims

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

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

5. Action on the Application for Membership of Tyler Johnson to the Wayne Volunteer Fire Department – Phil Monahan, Fire Chief

6. Action on the Application for Membership of Logan Richards to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief

7. Action on the Request of Bill Melena, White Dog Pub, to Partially Close the Alley Behind White Dog Pub and to Partially Close First Street for a Cook-Out Competition on August 17, 2013, from 10:00 a.m. until 1:00 a.m.

8. **Report on Latest Habitat for Humanity House and Action on Request to Close S. Lincoln Street for the Ribbon Cutting Ceremony for the Habitat House**

9. Ordinance 2013-29: Amending Sec. 90-710 Parking Regulations (Third and Final Reading)

10. Ordinance 2013-31: Amending Wayne Municipal Code Section 78-13 Stop Sign Locations; West of Main Street, South of 7th Street (Nathan Drive) (Third and Final Reading)

11. Ordinance 2013-32: Amending Wayne Municipal Code Section 1-2 Definitions and Rules of Construction (Third and Final Reading)

12. Ordinance 2013-33: Setting Closing Hours for the Summer Sports Complex, Rugby Park and Swimming Pool Shelter

Background: We have begun receiving reports of potential unlawful activities during the night in these locations. In order to have probable cause to approach a suspect car or pedestrian, it would be helpful for our officers to have the park closed

during nighttime hours so there is an apparent violation by someone just being in the parks at night.

Recommendation: The recommendation of Marlen Chinn, Police Chief, and the City Attorney's Office is to approve closed hours for these specific park areas and post signs at all entrances.

13. Resolution 2013-57: Accepting Bid and Awarding Contract on the "Chief's Way Sanitary Sewer and Water Extension Project"

Background: This project is a further extension of the city sanitary sewer system outside the city limits in the area around the John Deere dealership. Three years ago, we extended the city sewer outside the city limits into Kardell Industrial Park to service the future needs of Pacific Coast Feather, Concord Components and the 10-acre lot we are selling to the Woehlers. This project will hook onto the manhole at Pacific Coast Feather and extend south under the highway to John Deere and then west along Chief's Way to Centennial Road South, all outside the city limits. (Please see the attached map with the sewer extension south and west and the water main extension to the airport). When the new owners of John Deere were finalizing the loan to purchase the Wayne dealership, they asked us for a commitment to extend sanitary sewer to their property, and this project will meet that commitment.

Since the location is outside the city limits and no utility extension district was created, the owners of John Deere have agreed to pay the equivalent of the assessed cost of the sewer, based on the frontage distance of their property, as the hook-up fee. In March, when we hired Olsson Associates to design this project, the City Council formalized the billing formula of future hook-up fees on this extension based on the equivalent assessments for future sewer connections.

This project will also tap into the city water main along Industrial Road by Pacific Coast and extend a new city water main east under Logan Creek to service the airport. Since we are the owner of the airport, the cost of this water main extension will be paid by the water utility.

The bid opening on this project was today -- five were received. The apparent low bidder on the project, pending the Engineer's review of the same, is Robert Woehler & Sons Construction in the amount of \$284,476.00. Olsson Associates will be at the meeting on Tuesday with a formal recommendation. The bid tabulation sheet, showing all of the bids received, is enclosed for your review.

14. Resolution 2013-58: Adopting City Administrator's Employment Agreement

Background: This contract is unchanged from last year except for a 2% cost-of-living increase.

15. Resolution 2013-59: Renewing American Red Cross Agreement for use of City Buildings

Background: Wayne has maintained a close working relationship and disaster planning effort with the Red Cross for many years. The Red Cross prefers to pre-plan for emergency use of buildings in communities, and these contracts renew your preauthorization and terms.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to approve the agreement for the use of city buildings in the event of an emergency involving the Red Cross.

16. [Resolution 2013-60: Accepting Work in Benscoter Addition Phase I Paving Project](#)

Background: The cost of the paving in the Benscoter Subdivision will be financed with Municipal Bonds and assessed to the owners of the lots abutting the new pavement. This action is required by Phil Lorenzen to market the bonds.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Rod Hanson, Project Engineer for Olsson Associates, is to formally approve the Resolution and accept the paving work.

17. [Resolution 2013-61: Accepting Work in Benscoter Addition Phase I Utilities Project](#)

Background: The cost of the sewer and water mains in the Benscoter Subdivision will be financed with Municipal Bonds and assessed to the owners of the lots being served. This action is required by Phil Lorenzen to market the bonds.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Rod Hanson, Project Engineer for Olsson Associates, is to formally approve the Resolution and accept the utility work.

18. [Action on Recommendation of the Planning Commission to Authorize Staff to seek “Request for Proposals” to undertake a Study for the Dog Creek Water Shed to remove the area north of Wayne from the Floodplain](#)

Background: In 2001, the City Council approved a recommendation of the Planning Commission to retain Olsson Associates to complete a hydraulic and hydrologic study of the South Logan Creek watershed from the confluence of the South Logan and Dog Creek upstream. The purpose was to challenge the 100 and 500 frequency year floodplain areas delineated on FEMA’s Flood Insurance Rate Map (FIRM). Those areas for Wayne County were calculated in the 1950’s and had not been reviewed since. The 100-year frequency designation means the land is in an area of the valley that is likely to be flooded an average of once in 100 years.

Owners of property that are in the 100-year frequency flood areas of the FIRM are prohibited from building in this area without an engineering study and mitigation of 100-year flood water flow restrictions, if necessary. Property owners in this area also have higher property insurance premiums for flood coverage.

A summary of the Olsson study showed that the “Q” in FEMA’s mathematical formula (“Q” is the total volume of water coming past Wayne during a 100-year frequency flood) is actually less than was calculated by FEMA in the 1950’s. This was the hydrologic portion of the study. The Olsson study also determined that the floodwater capacity of South Logan, as it goes past Wayne, has grown substantially larger by: 1) stream bank erosion making it much wider, and 2) steam bed

degradation of the flow line level, which has made Logan Creek much deeper. The result of this study was a modification by FEMA of the FIRM that substantially reduced the size of the 100-year flood plain south and east of Wayne.

The change in the FIRM freed up more land for development by taking it out of the 100-year floodplain classification. A copy of the new FIRM for Wayne is attached for your files. The blue area is land within the 100-year frequency floodplain, and the black dotted area is the land with a 500-year frequency flood probability. I am currently the appointed Flood Plain Manager for the City of Wayne and for Wayne County.

What does this have to do with Dog Creek? In the Planning Commission's long-range planning, they have to look to the north of Wayne for potential areas for future development. Part of the information needed to plan in this area is the "actual" 100-year frequency flood areas of Dog Creek and the consistency of these areas with the latest FIRM for Dog Creek. Is the Dog Creek FIRM accurate?

The City could request the Lower Elkhorn NRD to cost-share this watershed study at 50%.

Recommendation: The Planning Commission recommendation is to solicit proposals from Olsson and other engineering firms for the review of the actual FEMA mathematical assumptions used in their most recent model to establish the 100-year flood elevation for the FIRM of the Dog Creek valley north of Wayne, and to study alternatives for removing this area from the 100-year floodplain.

19. [Action on Request to Require an Architectural Review of Future Projects using the City's Housing Incentive Loans — Councilmember Ley](#)

Background: This request for Council discussion arises from recent discussions about how new apartment buildings are going to visually fit into existing old neighborhoods and whether the City should require some review and approval of building front design as part of the approval for City incentive loans for new housing.

20. [Action to Select a Date and Time for the next Council Retreat](#)

Background: Because the appointment of a replacement will constitute 5 of the 8 City Councilmembers serving 7 months or less on the Council, the Mayor is suggesting a second Council retreat at the beginning of the annual budget process to help Councilmembers recognize and establish their priorities as a group representing the community before translating these into budget allocations for FY 2013-2014.

21. [Reappointment of Gary Boehle to the LB840 Sales Tax Advisory Committee \(4 year term\)](#)

Background: When the City of Wayne voters approved a 1% local option sales tax for 15 years in the 2008 general election, they also approved using 40% of the revenues for Economic Development projects. One requirement of the ballot approved was for the Mayor and Council to appoint a "citizens' advisory committee" to evaluate applications from the public and from businesses for

business loans and make a recommendation for approval, denial or modification to the City Council for final action. This citizens' advisory committee meets monthly to review applications. Wes Blecke, the Executive Director of WAED, was appointed by the City Council to administer the Economic Development applications and manage the overall program. Wes is required by the ballot language to make a report to the public of all activities every 6 months.

22. Reappointment of Jessi Piper and Mark Sorensen to the Planning Commission (3 year terms)

23. Discussion and Action in regard to Selling City Street Bricks to the Public

24. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Wayne Municipal Airport Authority Meeting Minutes – May 13, 2013](#)

June 4, 2013

The Wayne City Council met in regular session at City Hall on Tuesday, June 4, 2013, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Kaki Ley, and Jill Brodersen, City Attorney Amy Miller, City Administrator Lowell Johnson, and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 23, 2013, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of May 21, 2013, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ABCREATIVE, SU, 5159.00; ADVANCED CONSULTING, SE, 7497.95; CITY EMPLOYEE, RE, 50.00; AMERICAN BROADBAND, SE, 2499.63; AMERITAS, SE, 1885.04; APPEARA, SE, 105.46; ARNIE'S FORD-MERCURY, SU, 65.00; AS CENTRAL SERVICES, SE, 448.00; B & D DIAMOND PRO, SU, 1700.00; BANK FIRST, SE, 135.00; BLACK HILLS ENERGY, SE, 580.23; BLUE CROSS BLUE SHIELD, SE, 24234.52; CITY EMPLOYEE, RE, 106.70; CENTRAL SAND AND GRAVEL, SU, 781.57; CITY OF NORFOLK, SE, 162.87; CITY OF WAYNE, RE, 350.00; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, PY, 69985.59; CITY OF WAYNE, RE, 1502.78; COMMUNITY HEALTH, RE, 4.00; DAKTRONICS, SU, 825.00; DCL AMERICA, SU, 1550.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 123.84; DGR & ASSOCIATES, SE, 589.50; DITCH WITCH OF OMAHA, SU, 56.79; DUTTON-LAINSON, SU, .60; EAKES

OFFICE PLUS, SE, 187.02; ECHO GROUP, SU, 943.42; ELECTRIC FIXTURE, SU, 37.31; ENGINE SYSTEMS, SE, 13155.35; FLOOR MAINTENANCE, SU, 170.68; GERHOLD CONCRETE, SU, 590.88; GUARANTEE OIL, SE, 457.50; CITY EMPLOYEE, RE, 4670.09; HAWKINS, SU, 1548.94; CITY EMPLOYEE, RE, 3255.74; ICMA, SE, 6385.64; IRS, TX, 24352.27; JWC ENVIRONMENTAL, SU, 603.62; KELLY SUPPLY, SU, 128.49; KEPSCO, SU, 16.55; KLEIN ELECTRIC, SE, 2285.00; CITY EMPLOYEE, RE, 27.49; MIKE TOWNE, SE, 1100.00; CITY EMPLOYEE, RE, 50.00; MITIKU MAMO, RE, 50.00; NE AIR FILTER, SU, 122.58; NE COLORADO CELLULAR, SE, 56.32; NE DEPT OF REVENUE, TX, 3240.90; NE HARVESTORE, SU, 175.46; NE NEB INS AGENCY, SE, 1567.00; N.E. NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 3769.00; NORTHEAST WISCONSIN, FE, 175.00; OLSSON ASSOCIATES, SE, 2709.35; QUALITY 1 GRAPHICS, SU, 100.00; RDJ SPECIALTIES, SU, 263.36; SAYRE ANDERSEN, RE, 209.78; STATE NATIONAL BANK, RE, 100.00; CITY EMPLOYEE, RE, 2559.81; ULINE, SU, 127.13; UNITED WAY, RE, 12.40; UTILITIES SECTION, FE, 570.00; WAYNE COUNTY COURT, RE, 150.00; WESCO, SU, 25.24; APPEARA, SE, 58.93; ARNIE'S FORD-MERCURY, SU, 981.17; CITY EMPLOYEE, RE, 181.43; FIREMAN, RE, 298.00; BSN SPORTS, SU, 258.24; CERTIFIED TESTING SERVICE, SE, 1023.00; FIREMAN, RE, 298.00; FIREMAN, RE, 298.00; CITY OF WAYNE, RE, 136.25; CLAUSSEN & SONS IRRIG., SE, 250.64; CITY EMPLOYEE, RE, 103.17; EAKES OFFICE PLUS, SE, 35.72; EASYPERMIT POSTAGE, SU, 722.07; ELECTRIC FIXTURE, SU, 12.27; ELKHORN FENCE, SU, 1458.00; FIRST CONCORD GROUP, SE, 5497.91; FLOOR MAINTENANCE, SU, 112.41; GERHOLD CONCRETE, SU, 181.40; GILL HAULING, SE, 155.00; GIS WORKSHOP, SE, 4000.00; GROSSENBURG IMPLEMENT, SU, 223.20; CITY EMPLOYEE, RE, 1811.13; HAWKINS, SU, 798.42; HEIKES AUTOMOTIVE, SU, 213.33; HELENA CHEMICAL, SU, 140.00; HOWARD JOHNSON RIVERSIDE, SE, 1068.00; HTM SALES, SE, 1020.00; JASON CAROLLO, SE, 140.00; JEO CONSULTING GROUP, SE, 7350.00; CITY EMPLOYEE, RE, 152.64; KELLY SUPPLY, SU, 380.97; MARCO, SE, 122.18; CITY EMPLOYEE, RE, 81.72; MICHAEL TODD, SU, 1738.50; FIREMAN, RE, 298.00; N.E. NEB ECONOMIC DEV DIS, FE, 7018.40; NE SAFETY COUNCIL, SU, 58.04; ONE CALL CONCEPTS, SE, 98.00; PIEPER & MILLER, SE, 3961.00; PLUNKETT'S PEST CONTROL, SE, 188.86; QUILL, SU, 210.36; CITY EMPLOYEE, RE, 1016.73; STADIUM SPORTING GOODS, SU, 40.50; STATE NATIONAL BANK, RE, 86.94; CITY EMPLOYEE, RE, 103.70; FIREMAN, RE, 298.00; VERIZON, SE, 101.80; WASTE CONNECTIONS, SE, 117.27; WAED, RE, 7383.33; WAYNE BASEBALL ASSOC, FE, 125.00; WAYNE COUNTY COURT, RE, 53.50; WESCO, SU, 183.71; FIREMAN, RE, 298.00

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

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

Mayor Chamberlain advised the Council that he received Dale Alexander's resignation as Councilmember for Ward 2.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to accept the resignation of Dale Alexander as 2nd Ward Councilmember. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Ley, declaring a notice of vacancy in Ward Two and authorizing the City Clerk to publish notice regarding the same. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The City has been approached by Ken Jorgensen, potential buyer of the property east of McDonald's, who wishes to utilize the old railroad right-of-way through a lease agreement. He would like to develop this property and construct a driveway off of Highway 35 across from Hillside Drive where the current trail crossing is located. However, to do so, the current trail would need to be relocated. Administrator Johnson requested Council consideration to allowing staff to contact McDonalds to see if they

would be interested in selling the east 40' of their property for the purpose of relocating the trail crossing.

In addition, staff would request the Nebraska Department of Roads to conduct a traffic study to determine the appropriate speed limit for that area. At this time it is 45 mph at the trail crossing.

Ken Jorgensen was present to answer questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, authorizing staff to negotiate the purchase of the East 40' of McDonald's property for the purpose of relocating the trail crossing and to request the Nebraska Department of Roads to conduct a traffic study to determine the appropriate speed limit for that area. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

David Synnott, Assistant Coach of the Wayne State College Rugby Team, gave a report on the Rugby Club Program/Activities and the issues they are having at their fields. In addition, he was requesting help or assistance in maintaining the fields. Mayor Chamberlain suggested donating the old mower that we are replacing to the Rugby Club.

Don Larsen and Tom Gustafson, Directors of Northeast Nebraska Public Power District, were present to invite the City of Wayne to join a regional "Request for Proposal" to solicit alternative power sources as part of the City's due diligence in considering the new 25-year Nebraska Public Power District contract.

Councilmember Muir made a motion, which was seconded by Councilmember Giese, accepting Northeast Nebraska Public Power District's invitation to join a regional "Request for Proposal" to solicit alternative power sources as part of the City of Wayne's

due diligence in considering the new 25-year Nebraska Public Power District contract. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

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

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Cale Giese, Rod Greve, Jennifer Sievers, Ken Chamberlain, Nick Muir, Kaki Ley, and Jill Brodersen, City Attorney Amy Miller, City Administrator Lowell Johnson, and City Clerk Betty McGuire.

Chair Haase advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection.

Member Chamberlain made a motion, which was seconded by Member Giese, to approve the minutes of the May 21, 2013, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Chair Haase stated the next item on the agenda is a motion to reconsider the adoption of CDA Resolution 2013-8 recommending approval of a redevelopment contract (Western Ridge, a Partnership).

Member Muir made a motion to reconsider the adoption of CDA Resolution 2013-8 recommending approval of a redevelopment contract (Western Ridge, a Partnership); Member Brodersen seconded. Chair Haase stated the motion, and the result of roll call being all yeas, the chair declared the motion carried.

The next item on the agenda was to take action on CDA Res. 2013-8 recommending approval of a Redevelopment Contract (Western Ridge, a Partnership).

Steve Meyer and Brent Pick, members/partners of Western Ridge, were present to answer questions and requested Council's passage of the Resolution.

Matt Ley, representing the Downtown Wayne/Revitalize Wayne group, spoke against the passage of the Resolution.

BJ Woehler spoke in favor of this tax increment financing project, as did Louis Benscoter.

Member Sievers introduced CDA Resolution 2013-8 and moved for its approval; Member Muir seconded.

CDA RESOLUTION NO. 2013-8

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT AND PLAN FOR WESTERN RIDGE, A PARTNERSHIP, IN THE CITY OF WAYNE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Ley who abstained, the Chair declared the motion carried.

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

Councilmember Sievers introduced Resolution 2013-47 and moved for its approval; Member Muir seconded.

RESOLUTION NO. 2013-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, APPROVING A REDEVELOPMENT PLAN (WESTERN RIDGE, A PARTNERSHIP); AND RELATED MATTERS

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

Councilmember Sievers introduced Ordinance No. 2013-29, and moved for approval of the second reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2013-29

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, SECTION 90-710 PARKING REGULATIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Giese introduced Ordinance No. 2013-31 and moved for approval of the second reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2013-31

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, NORTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Sievers introduced Ordinance 2013-32, and moved for approval of the second reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2013-32

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 1, SECTION 1-2 DEFINITIONS AND RULES OF CONSTRUCTION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Jeremy Walker with Olsson Associates presented the plans and specifications for the “Chief’s Way Sanitary Sewer and Water Extension Project.”

Garry Poutre, Superintendent of Public Works & Utilities, gave an overview of the project.

Councilmember Brodersen introduced Resolution No. 2013-50 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2013-50

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE CONSTRUCTION OF CERTAIN SANITARY SEWER AND WATER IMPROVEMENTS TO BE CONSTRUCTED IN THE CITY OF WAYNE, NEBRASKA (“CHIEF’S WAY SANITARY SEWER AND WATER EXTENSION PROJECT”).

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

Jeremy Walker of Olsson Associates stated three bids were received today on the “Milo Drive Paving Improvement Project.” They have reviewed the bids and

recommend that the project be awarded to the lowest bidder, Rutjens Construction, Inc., of Tilden, NE, in the amount of \$178,160.75. The high bid was \$194,761.25. The engineer's estimate was \$190,930.50.

Councilmember Muir introduced Resolution No. 2013-51 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2013-51

A RESOLUTION ACCEPTING BID AND AWARDED CONTRACT ON THE "MILO DRIVE PAVING IMPROVEMENT PROJECT" TO RUTJENS CONSTRUCTION, INC., OF TILDEN, NEBRASKA, IN THE AMOUNT OF \$178,160.75.

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

Administrator Johnson advised the Council that no bids were received on the "Alley between Main Street and Pearl Street, South of First Street Project." The project will either be rebid or done with city crews.

Jeff Carstens, representing Wayne State College, was present regarding the interlocal agreement to share law enforcement resources. The Agreement is the same as last year. The hours will remain the same (22), as well as the amount for said services (\$30,000).

Marlen Chinn, Police Chief, was also present to answer questions.

Councilmember Giese requested two changes to the agreement:

Paragraph 5e: The Campus Police Officer will meet **once a semester** ~~regularly~~ with the Residence Life Staff in each housing unit.

Paragraph 4 of Sec. 9: Three (3) Wayne State College student representatives selected by Student ~~Services~~ **Senate** will meet jointly with the Police Chief, the Campus

Police Officer and any Campus Security official two (2) times per year to review the student perspective of this Agreement.

Councilmember Giese introduced Resolution No. 2013-53 and moved for its approval, subject to the following changes:

Section 5(e): The Campus Police Officer will meet **once a semester** ~~regularly~~ with the Residence Life Staff in each housing unit.

Section 9 – Paragraph 4: Three (3) Wayne State College student representatives selected by Student ~~Services~~ **Senate** will meet jointly with the Police Chief, the Campus Police Officer and any Campus Security official two (2) times per year to review the student perspective of this Agreement.

Councilmember Ley seconded.

RESOLUTION NO. 2013-53

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND WAYNE STATE COLLEGE.

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

Joel Hansen, Building Inspector, stated that Section 504 of the Rehabilitation Act of 1973 made it illegal for the Federal Government, federal contractors, and any entity receiving federal financial assistance to discriminate on the basis of disability. Section 504 obligates local governments to ensure that persons with disabilities have equal access to any programs, services, or activities receiving Federal financial assistance. This Resolution has been provided by NDOR and stipulates that the City understands their

obligation to not discriminate, and designates the Building Inspector as being responsible for managing the process on behalf of the City.

Councilmember Ley introduced Resolution No. 2013-54 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2013-54

TITLE VI- CIVIL RIGHTS
Americans with Disabilities/Section 504 of Rehabilitation Act

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

Mr. Hansen then stated that the following Resolution is required by NDOR and must be submitted by the end of 2013. At this time, we are also updating our Transition Plan for ADA compliance as requested by NDOR as justification for removing the sidewalks from the Windom Street project. The Procedures Manual is the process through which the City will ensure persons with disabilities are not discriminated against. It was mirrored after the City of Blair and has been approved in content by NDOR as meeting their requirements. It will pertain to all City programs and facilities, including our transportation programs.

Councilmember Ley introduced Resolution No. 2013-55 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2013-55

A RESOLUTION GIVING ASSURANCE THAT THE CITY OF WAYNE WILL COMPLY WITH SECTION 504 OF THE REHABILITATION ACT BY APPROVING THE ADA TRANSITION PLAN UPDATE AND THE PROCEDURES MANUAL FOR TITLE II.

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

Garry Poutre, Supt. of Public Works & Utilities, presented the proposed "Rain Sensor Rebate Program." The sole purpose for this is to avoid over watering of lawns by operating automatic sprinkler systems when it is raining or following a significant rain. This was one of the steps that we wanted to pursue as part of the Wellhead Protection Plan for long-range protection of the groundwater aquifer and being good stewards of the water.

The proposal is to initiate a trial demonstration project to encourage property owners with automatic lawn watering systems to install a rain sensor to override the watering cycle to delay watering after a pre-set amount of rainfall. This proposal or program is already used by the City of Hastings, and the recommendation is to approve a trial period for private installation of up to 20 sensors with a \$75 rebate per property from City water utility funds (cap of \$1,500 per year).

Councilmember Brodersen suggested that the Resolution be amended to state that there is a maximum incentive or rebate of up to \$75, with the cap per year being \$1,500 for said program.

Councilmember Giese introduced Resolution No. 2013-56 and moved for its approval subject to adding the language therein that the incentive or rebate be a maximum of up to \$75, with a cap of \$1,500 per year for the program; Councilmember Greve seconded.

RESOLUTION NO. 2013-56

A RESOLUTION ADOPTING RAIN SENSOR REBATE PROGRAM.

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, approving Pay Application No. 1 in the amount of \$63,243.89 for the 10th Street, Main to Windom Improvement Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain stated because it's been several years since we have obtained quotes on a new sound system, it might be time to have staff obtain new quotes again if this is something that Council would want to budget for next year.

Brian Kesting, Technology Support Specialist, was present to answer questions.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, authorizing staff to bring forward proposals for a new sound system for the Council Chambers. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Council then discussed options for video recording council meetings which could be broadcast live or played at a later time on the Community Access Channel. Proposals for this will also be brought forward for consideration.

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 7:26 p.m.

CLAIMS LISTING JUNE 18, 2013

AMBRE RUZICKA	POOL NOODLES	20.12
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,983.18
APPEARA	LINEN & MAT SERVICE	223.45
BAKER & TAYLOR BOOKS	BOOKS	1,537.21
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	135.00
BARONE SECURITY SYSTEMS	FIRE SPRINKLER INSPECTION	138.00
BILL NIELSEN LANDSCAPING	GRASS & CHEMICAL	510.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	287.58
CARHART LUMBER COMPANY	IMPACT/STEEL ROOFING/TOILET ETC	3,282.26
CHARTWELLS	SENIOR CITIZEN MEALS	5,837.50
CITY EMPLOYEE	VISION REIMBURSEMENT	143.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	300.00
CITY OF WAYNE	BUILDING PERMIT REFUND	600.00
CITY OF WAYNE	CLOTHING REIMBURSEMENT	99.94
CITY OF WAYNE	DRIVEWAY BOND REFUND	500.00
CITY OF WAYNE	PAYROLL	69,307.90
CITY OF WAYNE	UTILITY REFUNDS	1,859.20
CLAUSSEN & SONS IRRIG.	CAC IRRIGATION TURN ON/REPAIRS	118.19
CLAUSSEN, HEATHER	LIFEGUARD TRAINING	655.00
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	406.76
CITY EMPLOYEE	HEALTH REIMBURSEMENT	228.75
CURT JEFFRIES	TREE INCENTIVE	50.00
CURTIS REESE	LIFEGUARD TRAINING	335.00
DALE PAULSON	LIB/SR CENTER ROOF REPAIR	270.00
DAVE'S UNIFORMS	POLICE UNIFORM CLEANING	87.00
DE LAGE LANDEN FINANCIAL	COPIER EQUIPMENT LEASE	394.00
DEARBORN NATIONAL LIFE	DISABILITY/LIFE INSURANCE	1,746.83
CITY EMPLOYEE	HEALTH REIMBURSEMENT	53.88
CITY EMPLOYEE	HEALTH REIMBURSEMENT	58.42
ED. M FELD EQUIPMENT CO	BLANKET/HYDROTESTING	247.00
ELECTRIC FIXTURE & SUPPLY	DUCT SEAL/JOINT COMPOUND	11.94
FREDRICKSON OIL CO	TIRE REPAIR	16.00
GERHOLD CONCRETE CO INC.	CONCRETE	1,025.63
GIS WORKSHOP	WORKSHOP	590.00
GROSSENBURG IMPLEMENT INC	REPAIR CLUTCH ON TRACTOR/FUEL LINE	4,559.24
GUARANTEE ROOFING	ROOF REPAIR	457.50
HAWKINS, INC	FLUORIDE FOR WELLS	1,262.22
CITY EMPLOYEE	HEALTH REIMBURSEMENT	29.21
HOLIDAY INN-DOWNTOWN	LODGING-B KESTING	77.00
ICMA RETIREMENT TRUST	ICMA RETIREMENT	6,522.88
INGRAM BOOK COMPANY	BOOKS	496.45
IRS	FEDERAL WITHHOLDING	25,102.76
JOHN'S WELDING AND TOOL	REPAIR BINS	102.25
JOURNEY CHRISTIAN CHURCH	MEN'S SLOW PITCH REFUND	50.00

KTCH AM/FM RADIO	RADIO ADS	1,491.32
LEAGUE OF NEBRASKA	REGISTRATION-L JOHNSON	95.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	74.47
MIDWEST LABORATORIES, INC	BOD TESTING	325.30
NANCI WALSH	MFO APPLICATION	300.00
NE DEPT OF ENVIRONMENTAL	2012 AIR EMISSIONS FEE	679.25
NE DEPT OF REVENUE	STATE WITHHOLDING	3,431.30
NE SAFETY COUNCIL	SHIPPING CHARGES ON SAFETY VIDEOS	5.19
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	13,024.70
NeFSMA	REGISTRATION-L JOHNSON	125.00
PAC N SAVE	PROGRAM MATERIALS	339.19
CITY EMPLOYEE	HEALTH REIMBURSEMENT	288.31
PRESTO X COMPANY	PEST CONTROL	106.00
PROVIDENCE MEDICAL CENTER	CPR TRAINING	140.00
PUSH-PEDAL-PULL	LEG PRESS CABLE/SLEEVE	156.96
QUALITY FOODS	BLEACH	16.59
RANDOM HOUSE	CD'S	119.25
CITY EMPLOYEE	HEALTH REIMBURSEMENT	2,732.07
SHOPKO	COFFEE/FILTERS/BATTERIES	114.81
SKARSHAUG TESTING LAB INC	CLEAN & TEST-BLANKET/HOSE/HOOD	178.87
SPARKLING KLEAN	JANITORIAL SERVICES/SUPPLIES	2,115.57
STADIUM SPORTING GOODS	BASEBALL T SHIRTS	378.00
STATE NATIONAL BANK	ACH FEES	69.20
STATE NATIONAL BANK	EL REV REFUNDING SERIES 09 & 12	288,052.50
STATE NATIONAL BANK	LIBRARY PETTY CASH	97.06
STEVE HARRIS CONSTRUCTION	10TH STREET	63,243.89
TOM HANSEN	ENERGY INCENTIVE	500.00
TRI-STATE ELECTRONIC SERV	HEADSET/FOOT PEDAL	188.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	536.64
TYLER TECHNOLOGIES	SPECIAL ASSESSMENT MAINTENANCE	2,057.10
US BANK	AIRFARE/MEALS/SERVER/SWIM LESSONS	3,879.64
UTILITIES SECTION	LINEWORKER SAFETY TRAINING	1,854.00
WAYNE AREA ECONOMIC DEVEL	CHICKEN SHOW DONATION	1,000.00
WAYNE AUTO PARTS	FILTERS/BATTERIES/SANDING PAD ETC	374.54
WAYNE COUNTY CLERK	FILING FEES	460.00
WAYNE HERALD	ADS AND NOTICES	1,809.42
WAYNE VETERINARY CLINIC	CAT & DOG IMPOUNDS	287.00
WESCO DISTRIBUTION INC	LOCATE MARKING PAINT	50.48
WESTERN AREA POWER ADMIN	ELECTRICITY	27,180.79
ZACH OIL COMPANY	GASOLINE	7,033.91

DELETE FROM CLAIMS LISTING JUNE 4, 2013

Guarantee Oil – Roof Repair \$457.50

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

APPLICATION FOR MEMBERSHIP

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

Name Tyler Johnson Address 814 Nebraska Wayne NE
Phone Number 402-380-2558 Social Security # 508-31-6866

Employer school in college Occupation Paramedic
How long have you been employed by your present employer?
Previous Employer and Address McDonalds West Point NE

Have you previously been a member of a Fire Department? No
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. West Point Rescue Hazmat Awareness Ice Rescue EMT

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

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

Applicant's Signature Tyler Johnson Date 5-1-13

Sponsor's Signature (if applicable) _____ Date _____

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

Applicant's Signature Tyler Johnson Date 5-1-13

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

[Signature] [Signature] [Signature]
Secretary's Signature _____ Date _____

Chief's Signature Phillip M. ... Date 6-4-2013

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

.....
For record purposes only: Date of Birth 06-11-1993 revised February 4, 2006

GOOD. Amanda Urdaneta 5-22-13

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

APPLICATION FOR MEMBERSHIP

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

Name Leann Richards Address 814 Nebraska Street
Phone Number 402-242-1554 Social Security # 506-31-4641

Employer Clausen and son irrigation Occupation _____
How long have you been employed by your present employer? one month
Previous Employer and Address Pacific Coast Feather Company

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

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

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

Applicant's Signature [Signature] Date 5-7-13

Sponsor's Signature (if applicable) _____ Date _____

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

Applicant's Signature [Signature] Date 5-7-13

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

Secretary's Signature [Signature] Date _____
[Signature] [Signature] [Signature]

Chief's Signature [Signature] Date 6-4-2013

Council approved on _____ certified by City Clerk _____

For record purposes only: Date of Birth 9-2-92 revised February 4, 2006

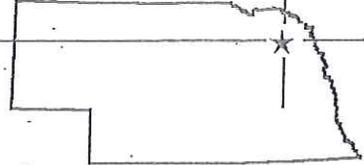
CONVICTED AIDING & ABETTING A MURDER ONE ACCIDENT.
JANUARY 2013 - 2015 FIRE
NOTHING - NO TOP
[Signature] 5-22-13

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Bill Melena - White Dog Pub

Address: 102 N. Main Street Wayne, NE 68787

Telephone No.: (402) 375-8544

Date of Request: June 18th 2013

Description of Requested Topic: Partial closing of Alley behind
White Dog Pub and partial 1st Street for Cook-out competition,
We would be working with WSC & Godfathers
for this event. - Aug 17th from 10:00 a.m. until
1:00 a.m Sunday a.m



ORDINANCE NO. 2013-29

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, SECTION 90-710 PARKING REGULATIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on May 6, 2013, and recommended amending Section 1-2 Definitions and Rules of Construction and Section 90-710 Parking Regulations of the Wayne Municipal Code, with the "Findings of Fact" being:

1. Staff recommendation; and
2. Consistency with the Comprehensive Plan and the current and future land use maps.

Section 2. That Chapter 90, Article VIII, Section 90-710 of the Wayne Municipal Code is amended as follows:

Sec. 90-710

(b) Minimum off-street parking and loading requirements. Off-street motor vehicle parking and loading space shall be provided on any lot, **OR THE TERRACE ADJACENT TO THE LOT**, on which any of the indicated structures and uses are hereafter established. These requirements are thus only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as listed in the "Schedule of Minimum Off-Street Parking and Loading Requirements" in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition. Such space as defined in section 90-9 shall be provided with vehicular access to a street or an alley. A required loading space shall include a ten-foot by 50-foot space with a minimum of 14 feet of height clearance. The loading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Minimum off-street parking and loading requirements, which shall be applicable in all zoning districts to the structures and uses indicated, shall be set forth in the following schedule of minimum off-street parking and loading requirements. If minimum off-street parking required in the schedule cannot be reasonably provided on the same lot, **OR THE TERRACE ADJACENT TO THE LOT**, on which the principal structure or use is conducted in the opinion of the board of adjustment, the board may permit such space to be provided on other off-street property, provided that such space lies within 400 feet of the entrance to such principal structure or use. **NON-RESIDENTIAL USES IN THE B-2 DISTRICT SHALL BE EXEMPT FROM THESE PARKING AND LOADING REQUIREMENTS.**

FOR PURPOSES OF SECTION 90-710(b), TERRACE PARKING SHALL BE CONSIDERED OFF-STREET PARKING.

ANY CORNER LOT LOCATED IN A RESIDENTIAL ZONING DISTRICT SHALL ONLY USE THE TERRACE ADJACENT TO ONE OF THE LOT'S FRONT YARDS FOR TERRACE PARKING. TERRACE PARKING CONSTRUCTED BEFORE MAY 1, 2013 OR DESIGNED THROUGH A BUILDING PERMIT APPROVED BY MAY 1, 2013 SHALL BE EXEMPT FROM THIS RESTRICTON ON A CORNER LOT.

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

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

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-31

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, NORTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article I, Section 78-13 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-13. Stop sign locations; west of Main Street, south of Seventh Street.

(a) Stop signs are established at the following locations in the city:

1. West 7th Street at the south approach of Pheasant Run.
2. West 7th Street at the south approach of Donner Pass.
3. **Donner Pass at the west approach of Nathan Drive**
4. West 7th Street at the south approach of Oak Drive.
5. West 7th Street at the south approach of Sherman Street.
6. West 7th Street at the south approach of Douglas Street.
7. West 7th Street at the south approach of Lincoln Street.
8. West 7th Street at the south approach of Pearl Street.
9. West 5th Street at the north and south approaches of Sherman Street.
10. West 4th Street at the north and south approaches of Sherman Street.
11. West 3rd Street at the south approach of Wilcliff Drive.
12. West 3rd Street at the south approach of Blaine Street.
13. West 3rd Street at the north and south approaches of Sherman Street.
14. West 3rd Street at the north and south approaches of Douglas Street.
15. West 3rd Street at the north and south approaches of Lincoln Street.
16. West 1st Street at the north approach of Blaine Street.
17. West 1st Street at the north and south approaches of Sherman Street.
18. West 1st Street at the north and south approaches of Douglas Street.
19. West 1st Street at the north and south approaches of Lincoln Street.
20. West 1st Street at the north and south approaches of Pearl Street.
21. Grainland Road at the north approach of South Maple Street.
22. Grainland Road at the north approach of South Blaine Street.
23. Oak Drive at the west approach of 3rd Avenue.
24. Oak Drive at the east approach of West 3rd Street.
25. Sherman Street at the east and west approaches of West 6th Street.
26. Pearl Street at the east and west approaches of West 6th Street.
27. Pearl Street at the east and west approaches of West 5th Street.
28. Pearl Street at the east and west approaches of West 4th Street.

29. Pearl Street at the east and west approaches of West 3rd Street.
30. Pearl Street at the east and west approaches of West 2nd Street.
31. Main Street at the west approach of West 6th Street.
32. Main Street at the west approach of West 5th Street.
33. Main Street at the west approach of West 4th Street.
34. Main Street at the west approach of West 1st Street.
35. South Main Street at the west approach of Clark Street.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 3. This Ordinance shall be in full force and effect after the passage, approval, and publication or posting as provided by law.

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-32

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 1, SECTION 1-2 DEFINITIONS AND RULES OF CONSTRUCTION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 1, Section 1-2 of the Wayne Municipal Code is amended as follows:

Sec. 1-2. Definitions and rules of construction:

In the construction of this Code and of all ordinances, the following definitions and rules of construction shall be observed, unless:

(a) Such construction would be inconsistent with the manifest intent of the council;
OR

(b) ANY OF THE FOLLOWING IS DEFINED IN A SUBSEQUENT DEFINITION SECTION. IF A TERM IS DEFINED IN A SUBSEQUENT CHAPTER OR SECTION, SUCH SUBSEQUENT DEFINITION SHALL BE APPLIED THROUGHOUT SAID CHAPTER OR SECTION.

Street. The term "street" shall embrace streets, avenues, boulevards, roads, alleys, lanes, viaducts and all other public streets and ways in the city and shall embrace all parts constituting the designated right-of-way, unless otherwise ~~stated~~ **DEFINED IN A SUBSEQUENT CHAPTER OR SECTION.**

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-33

AN ORDINANCE SETTING CLOSING HOURS FOR THE SUMMER SPORTS COMPLEX, RUGBY PARK AND SWIMMING POOL SHELTER.

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

That the Summer Sports Complex/Rugby Park and Swimming Pool Shelter shall be open from 5:00 a.m. until 11:00 p.m. daily, with said hours of operation to be posted at the entrance to the park and/or shelter. It shall be unlawful for any person to be present in the park and/or shelter except during such hours, or except upon the authority of the City Council granted by this Ordinance.

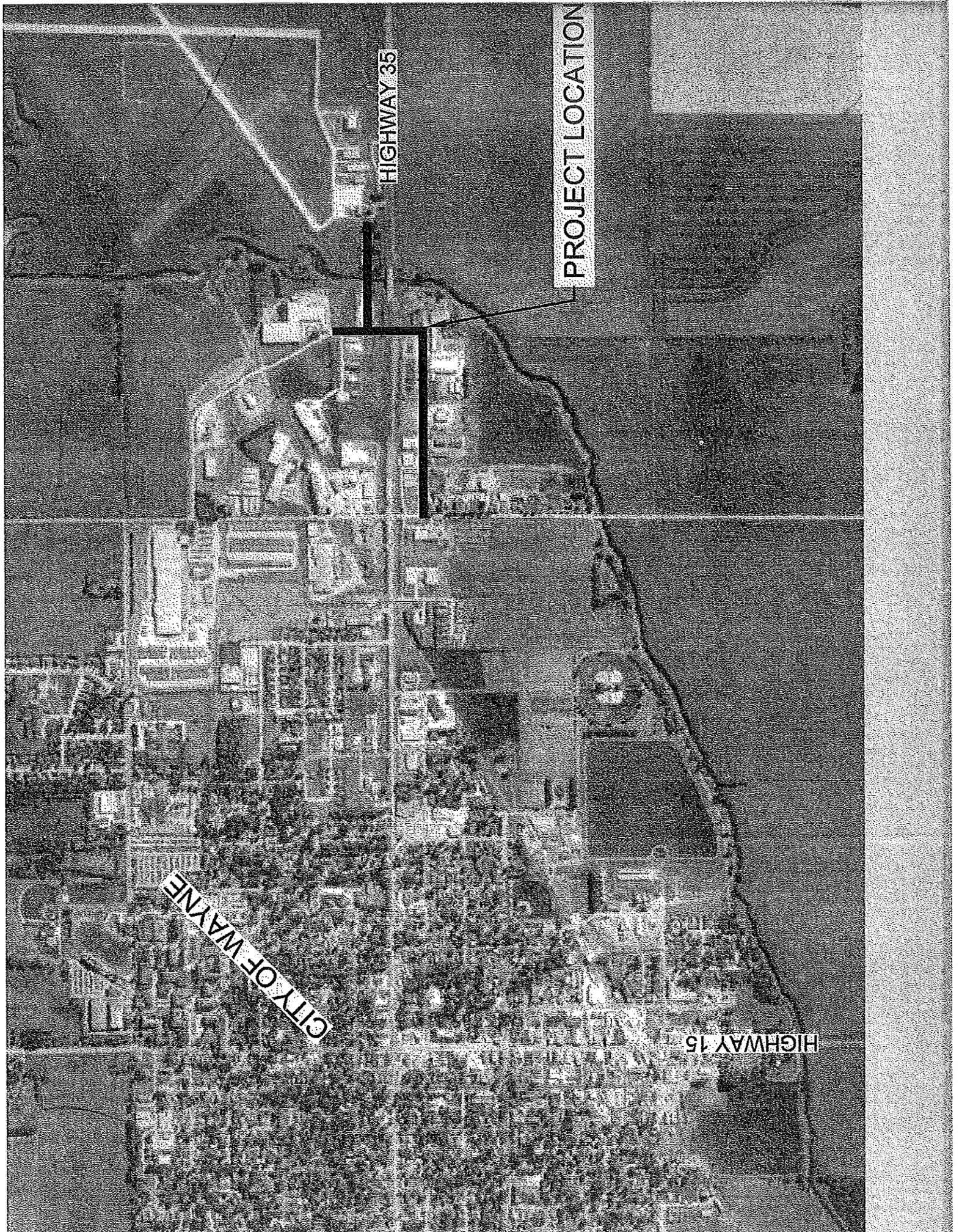
PASSED AND APPROVED this _____ day of _____, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



CITY OF WAYNE

HIGHWAY 35

PROJECT LOCATION

HIGHWAY 15

RESOLUTION NO. 2013-57

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "CHIEF'S WAY SANITARY SEWER AND WATER EXTENSION PROJECT."

WHEREAS, five bids were received on June 13, 2013, on the "Chief's Way Sanitary Sewer and Water Extension Project"; and

WHEREAS, the bids have been reviewed by the City's engineer on the project, Olsson Associates; and

WHEREAS, Olsson Associates is recommending that the contract be awarded to _____ in the amount of \$_____.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Chief's Way Sanitary Sewer and Water Extension Project", as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

Bidder

Amount

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the contractor for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-58

A RESOLUTION TO ADOPT EMPLOYMENT AGREEMENT.

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

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

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

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 18th day of June, 2013, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as "City", and Lowell Johnson, hereinafter referred to as "Employee".

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

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

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

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

**SECTION I.
DUTIES**

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

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

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

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

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

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

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

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

H. Serve as City's purchasing agent.

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

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

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

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

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

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

SECTION II. BASE SALARY

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of \$76,367.19. Said annual base salary shall be payable in installments at the same time as other employees of the City are paid. After the first six months of employment, the governing body shall conduct a performance and salary review, and shall consider adjustments to the base salary of the Employee. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately April of each year, or at such other times as the governing body shall deem necessary or advisable. Adjustments in salary are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

SECTION III. BENEFITS

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

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

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

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

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

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

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

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

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

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

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

3.12. The City recognizes the desirability of representation in and before local, civic, and other organizations, and the Employee is authorized to become a member of such civic clubs or

organizations as he may deem appropriate, provided that City will pay membership dues for one such club selected by the Employee.

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

SECTION IV. HOURS OF WORK

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

SECTION V. TERM OF AGREEMENT

5.1. The term of this agreement shall commence on the 1st day of June, 2013, and shall remain in effect for a period of one year from the date of execution hereof and may be terminated immediately by either party upon written notice to the other party. This agreement and any termination hereunder shall comply with all applicable federal, state and local laws, codes and regulations, and rules.

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

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

SECTION VI. TERMINATION AND SEVERANCE PAY

6.1. In the event the Employee is terminated without cause at any time during employment, and in that event, the City agrees to provide three months of notice or severance pay. The City will have unreviewable discretion as to whether to provide advance notice or to provide severance pay. The obligation to pay any severance will terminate when employee is successful in obtaining a position of comparable responsibility and compensation. The City shall

not have obligation to provide three months of notice or severance pay in the event the employee is terminated with cause. Any of the following will constitute termination with cause:

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

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

**SECTION VII.
EMPLOYEE EVALUATION**

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

**SECTION VIII.
INDEMNIFICATION**

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

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee

RESOLUTION NO. 2013-59

**A RESOLUTION APPROVING FACILITY AGREEMENTS BETWEEN
THE CITY OF WAYNE AND THE CENTRAL PLAINS - NORTHEAST
NEBRASKA CHAPTER OF THE AMERICAN RED CROSS.**

WHEREAS, the City of Wayne, Nebraska, wishes to enter into Facility Agreements with the Central Plains - Northeast Nebraska Chapter of the American Red Cross to provide physical facilities to support personnel who are providing services to individuals affected by disasters.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Facility Agreements with the Central Plains - Northeast Nebraska Chapter of the American Red Cross, copies of which are attached hereto, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said Agreements on behalf of the City.

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**American Red Cross
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: Wayne Community Activity Center

Parties and Facility

Owner:

Legal name: City of Wayne
Chapter: _____
24-Hour Point of Contact:
Name and title: _____
Work phone: _____ Cell phone/pager: _____
Address for Legal Notices:
City of Wayne
306 Pearl Street
Wayne, NE 68787

Red Cross:

Legal name: The American National Red Cross
Chapter: Central Plains Northeast Nebraska location
24-Hour Point of Contact:
Name and title: Nicole Boettger, Disaster Services Specialist
Work phone: 402-371-0391 Cell phone/pager: 402-990-6672
Address for Legal Notices:

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

Wayne Community Activity Center
901 W. 7th Street
Wayne, NE 68787

**American Red Cross
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: City Auditorium

Parties and Facility

Owner:

Legal name: City of Wayne
Chapter: _____
24-Hour Point of Contact:
Name and title: _____
Work phone: _____ Cell phone/pager: _____
Address for Legal Notices:
306 Pearl Street
Wayne, NE 68787

Red Cross:

Legal name: The American National Red Cross
Chapter: Central Plains - Northeast Nebraska location
24-Hour Point of Contact:
Name and title: Nicole Boettger, Disaster Services Specialist
Work phone: 402-371-0391 Cell phone/pager: 402-990-6672
Address for Legal Notices:

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

City Auditorium
220 Pearl Street
Wayne, NE 68787

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. Reasonable, actual, out-of-pocket operational costs, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (legal name) **City of Wayne**

THE AMERICAN NATIONAL RED CROSS
(legal name) ~~USA~~

By (signature) _____

By (signature) 

Name (printed) **Ken Chamberlain**

Name (printed) *Nicole Bretzger*

Title **Mayor**

Title *Disaster Services Specialist*
+

Date **June 18, 2013**

Date *6/15/13*

[Back to Top](#)



May 31, 2013

Lowell Johnson
City of Wayne
306 Pearl Street
Wayne, NE 68787

RE: Benscoter Addition Phase 1 Paving
Wayne, NE
OA Project No. 009-0821

Dear Mr. Johnson:

I, Rodney L. Hanson, state that the work done on the above-referenced project, completed by Sioux City Engineering, for the City of Wayne has been completed according to the plans and specifications and in general compliance with the terms of the contract.

I recommend that the work be accepted by the City of Wayne.

Sincerely,



Rodney L. Hanson, P.E.
Olsson Associates

RESOLUTION NO. 2013-60

A RESOLUTION ACCEPTING WORK ON THE "BENSCOTER ADDITION PHASE 1 PAVING PROJECT".

WHEREAS, on the 7th day of September, 2010, the City of Wayne approved Resolution No. 2010-69 awarding the contract on the "Benscoter Addition Phase 1 Paving Project" to Sioux City Engineering; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the "Recommendation of Acceptance" by the project engineer, Olsson Associates for the work on the "Benscoter Addition Phase 1 Paving Project" be, and the same is hereby accepted.

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)



May 31, 2013

Lowell Johnson
City of Wayne
306 Pearl Street
Wayne, NE 68787

RE: Bencoter Addition Phase 1 Utilities
Wayne, NE
OA Project No. 009-0821

Dear Mr. Johnson:

I, Rodney L. Hanson, state that the work done on the above-referenced project, completed by Bencoter Plumbing, for the City of Wayne has been completed according to the plans and specifications and in general compliance with the terms of the contract.

I recommend that the work be accepted by the City of Wayne.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rodney L. Hanson'.

Rodney L. Hanson, P.E.
Olsson Associates

RESOLUTION NO. 2013-61

A RESOLUTION ACCEPTING WORK ON THE "BENSCOTER ADDITION PHASE 1 UTILITIES PROJECT".

WHEREAS, on the 7th day of September, 2010, the City of Wayne approved Resolution No. 2010-69 awarding the contract on the "Benscoter Addition Phase 1 Utilities Project" to Benscoter Plumbing & Construction; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the "Recommendation of Acceptance" by the project engineer, Olsson Associates, for the work on the "Benscoter Addition Phase 1 Utilities Project" be, and the same is hereby accepted.

PASSED AND APPROVED this 18th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: June 12, 2013

TO: Mayor Chamberlain
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



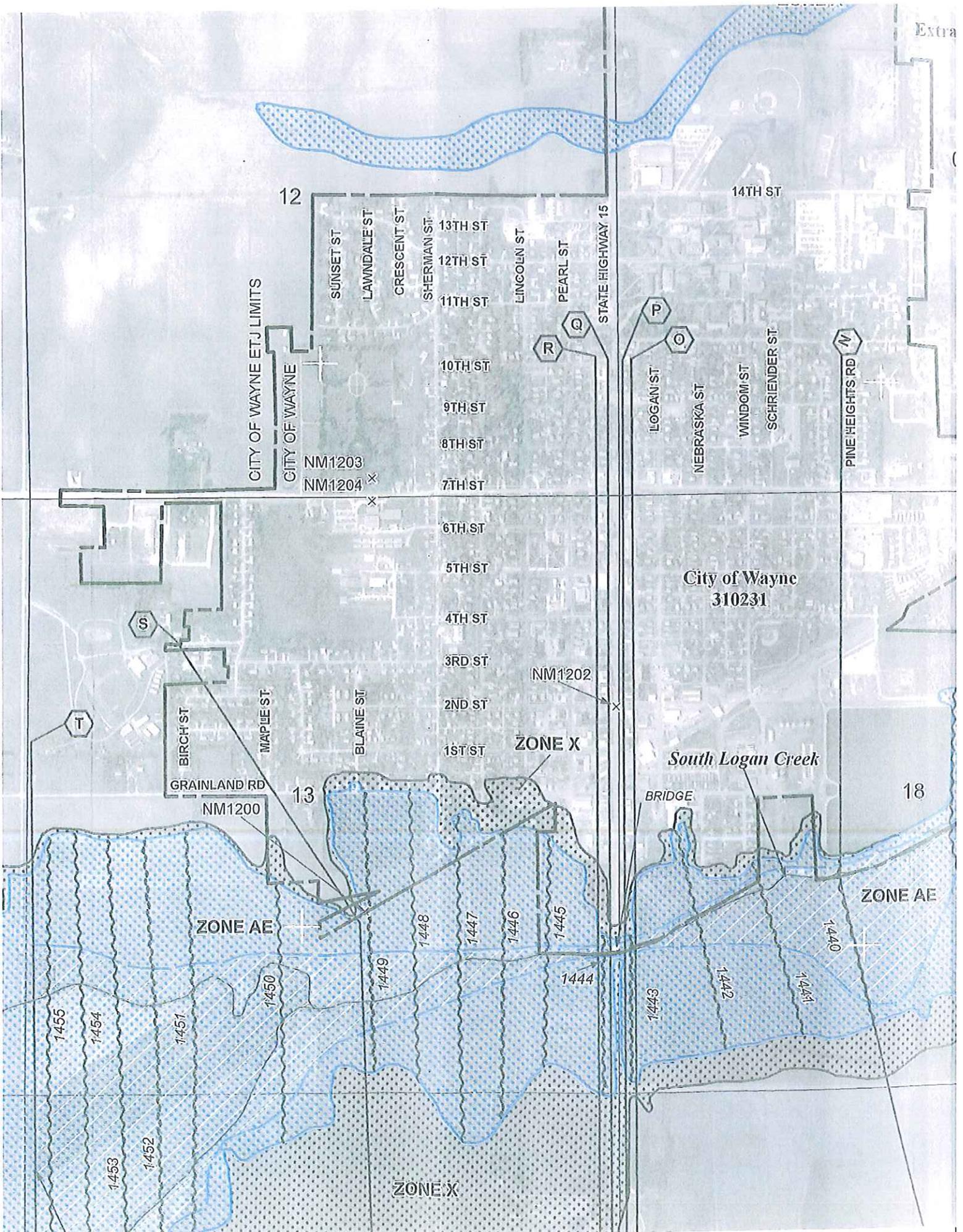
At their meeting held on June 3, 2013, the Wayne Planning Commission made a recommendation on the following discussion item:

Discussion and Recommendation: Future Development North of Town / Dog Creek Floodplain

Motion was made by Commissioner Sorensen and seconded by Commissioner Carstens to forward a recommendation to the City Council to undertake a study of the Dog Creek Watershed to remove the area north of Wayne from the floodplain. Chair Melena stated the motion and second. Roll call vote: Commissioner Brogie – aye; Commissioner Sorensen – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Braun – aye; and Chair Melena – aye. Chair Melena declared the motion carried unanimously.

JJH:cb

Extra



CITY OF WAYNE ETJ LIMITS

12

SUNSET ST
 LAWDALE ST
 CRESCENT ST
 SHERMAN ST
 13TH ST
 12TH ST
 11TH ST
 LINCOLN ST
 PEARL ST

14TH ST

R
 Q
 P
 O

NM1203
 NM1204 X

10TH ST
 9TH ST
 8TH ST
 7TH ST

LOGAN ST
 NEBRASKA ST
 WINDOW ST
 SCHRIENDER ST
 PINE HEIGHTS RD N

City of Wayne 310231

S

BIRCH ST
 MAPLE ST
 BLAINE ST

6TH ST
 5TH ST
 4TH ST
 3RD ST
 2ND ST
 1ST ST
 ZONE X

NM1202

South Logan Creek

GRAINLAND RD
 NM1200

13

BRIDGE

18

ZONE AE

ZONE AE

1455
 1454
 1451
 1450
 1453
 1452

1449
 1448
 1447
 1446
 1445
 1444

1443
 1442
 1441
 1440

ZONE X

NOTES TO USERS

This map is to be used in conjunction with the National Flood Insurance Program (NFIP) to determine the flood insurance status of a property. It is not intended to be used as a substitute for a professional engineering or architectural flood insurance study. The map is intended for informational purposes only and should not be used for any other purpose. The map is not a warranty, representation, or endorsement of any flood insurance policy. The map is not a guarantee of any flood insurance policy. The map is not a contract. The map is not a license. The map is not a franchise. The map is not a partnership. The map is not a joint venture. The map is not a consortium. The map is not a syndicate. The map is not a trust. The map is not a partnership. The map is not a joint venture. The map is not a consortium. The map is not a syndicate. The map is not a trust.

Special Flood Hazard Areas Subject to Inundation by the 1% Annual Chance Flood
 The map shows the Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% Annual Chance Flood. The SFHAs are shown in various colors and patterns. The SFHAs are defined by the Federal Emergency Management Agency (FEMA) and are used to determine the flood insurance status of a property. The SFHAs are not a warranty, representation, or endorsement of any flood insurance policy. The SFHAs are not a guarantee of any flood insurance policy. The SFHAs are not a contract. The SFHAs are not a license. The SFHAs are not a partnership. The SFHAs are not a joint venture. The SFHAs are not a consortium. The SFHAs are not a syndicate. The SFHAs are not a trust.

Special Flood Hazard Areas Subject to Inundation by the 1% Annual Chance Flood
 The map shows the Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% Annual Chance Flood. The SFHAs are shown in various colors and patterns. The SFHAs are defined by the Federal Emergency Management Agency (FEMA) and are used to determine the flood insurance status of a property. The SFHAs are not a warranty, representation, or endorsement of any flood insurance policy. The SFHAs are not a guarantee of any flood insurance policy. The SFHAs are not a contract. The SFHAs are not a license. The SFHAs are not a partnership. The SFHAs are not a joint venture. The SFHAs are not a consortium. The SFHAs are not a syndicate. The SFHAs are not a trust.

Special Flood Hazard Areas Subject to Inundation by the 1% Annual Chance Flood
 The map shows the Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% Annual Chance Flood. The SFHAs are shown in various colors and patterns. The SFHAs are defined by the Federal Emergency Management Agency (FEMA) and are used to determine the flood insurance status of a property. The SFHAs are not a warranty, representation, or endorsement of any flood insurance policy. The SFHAs are not a guarantee of any flood insurance policy. The SFHAs are not a contract. The SFHAs are not a license. The SFHAs are not a partnership. The SFHAs are not a joint venture. The SFHAs are not a consortium. The SFHAs are not a syndicate. The SFHAs are not a trust.

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

- Zone A: Shaded blue area
- Zone B: Dotted blue area
- Zone C: Horizontal line pattern
- Zone D: Vertical line pattern
- Zone E: Diagonal line pattern
- Zone F: Stippled pattern
- Zone G: Cross-hatch pattern
- Zone H: Solid black area
- Zone I: White area
- Zone J: Yellow area
- Zone K: Green area
- Zone L: Brown area
- Zone M: Purple area
- Zone N: Orange area
- Zone O: Pink area
- Zone P: Light blue area
- Zone Q: Light green area
- Zone R: Light brown area
- Zone S: Light purple area
- Zone T: Light orange area
- Zone U: Light pink area
- Zone V: Light light blue area
- Zone W: Light light green area
- Zone X: Light light brown area
- Zone Y: Light light purple area
- Zone Z: Light light orange area

OTHER AREAS

- Zone AA: Shaded blue area
- Zone AB: Dotted blue area
- Zone AC: Horizontal line pattern
- Zone AD: Vertical line pattern
- Zone AE: Diagonal line pattern
- Zone AF: Stippled pattern
- Zone AG: Cross-hatch pattern
- Zone AH: Solid black area
- Zone AI: White area
- Zone AJ: Yellow area
- Zone AK: Green area
- Zone AL: Brown area
- Zone AM: Purple area
- Zone AN: Orange area
- Zone AO: Pink area
- Zone AP: Light blue area
- Zone AQ: Light green area
- Zone AR: Light brown area
- Zone AS: Light purple area
- Zone AT: Light orange area
- Zone AU: Light pink area
- Zone AV: Light light blue area
- Zone AW: Light light green area
- Zone AX: Light light brown area
- Zone AY: Light light purple area
- Zone AZ: Light light orange area

CONTOUR INTERVALS

- 100 FT
- 200 FT
- 300 FT
- 400 FT
- 500 FT
- 600 FT
- 700 FT
- 800 FT
- 900 FT
- 1000 FT

MAP SCALE 1" = 1000'

EFFECTIVE DATE OF REVISIONS TO THE MAP

REVISIONS

- 1. Initial Issue
- 2. Revision 1
- 3. Revision 2
- 4. Revision 3
- 5. Revision 4
- 6. Revision 5
- 7. Revision 6
- 8. Revision 7
- 9. Revision 8
- 10. Revision 9
- 11. Revision 10
- 12. Revision 11
- 13. Revision 12
- 14. Revision 13
- 15. Revision 14
- 16. Revision 15
- 17. Revision 16
- 18. Revision 17
- 19. Revision 18
- 20. Revision 19
- 21. Revision 20
- 22. Revision 21
- 23. Revision 22
- 24. Revision 23
- 25. Revision 24
- 26. Revision 25
- 27. Revision 26
- 28. Revision 27
- 29. Revision 28
- 30. Revision 29
- 31. Revision 30
- 32. Revision 31
- 33. Revision 32
- 34. Revision 33
- 35. Revision 34
- 36. Revision 35
- 37. Revision 36
- 38. Revision 37
- 39. Revision 38
- 40. Revision 39
- 41. Revision 40
- 42. Revision 41
- 43. Revision 42
- 44. Revision 43
- 45. Revision 44
- 46. Revision 45
- 47. Revision 46
- 48. Revision 47
- 49. Revision 48
- 50. Revision 49
- 51. Revision 50
- 52. Revision 51
- 53. Revision 52
- 54. Revision 53
- 55. Revision 54
- 56. Revision 55
- 57. Revision 56
- 58. Revision 57
- 59. Revision 58
- 60. Revision 59
- 61. Revision 60
- 62. Revision 61
- 63. Revision 62
- 64. Revision 63
- 65. Revision 64
- 66. Revision 65
- 67. Revision 66
- 68. Revision 67
- 69. Revision 68
- 70. Revision 69
- 71. Revision 70
- 72. Revision 71
- 73. Revision 72
- 74. Revision 73
- 75. Revision 74
- 76. Revision 75
- 77. Revision 76
- 78. Revision 77
- 79. Revision 78
- 80. Revision 79
- 81. Revision 80
- 82. Revision 81
- 83. Revision 82
- 84. Revision 83
- 85. Revision 84
- 86. Revision 85
- 87. Revision 86
- 88. Revision 87
- 89. Revision 88
- 90. Revision 89
- 91. Revision 90
- 92. Revision 91
- 93. Revision 92
- 94. Revision 93
- 95. Revision 94
- 96. Revision 95
- 97. Revision 96
- 98. Revision 97
- 99. Revision 98
- 100. Revision 99

NFIP

FIRM FLOOD INSURANCE RATE MAP

WAYNE COUNTY, NEBRASKA

AND INCORPORATED AREAS

PANEL 185 OF 375

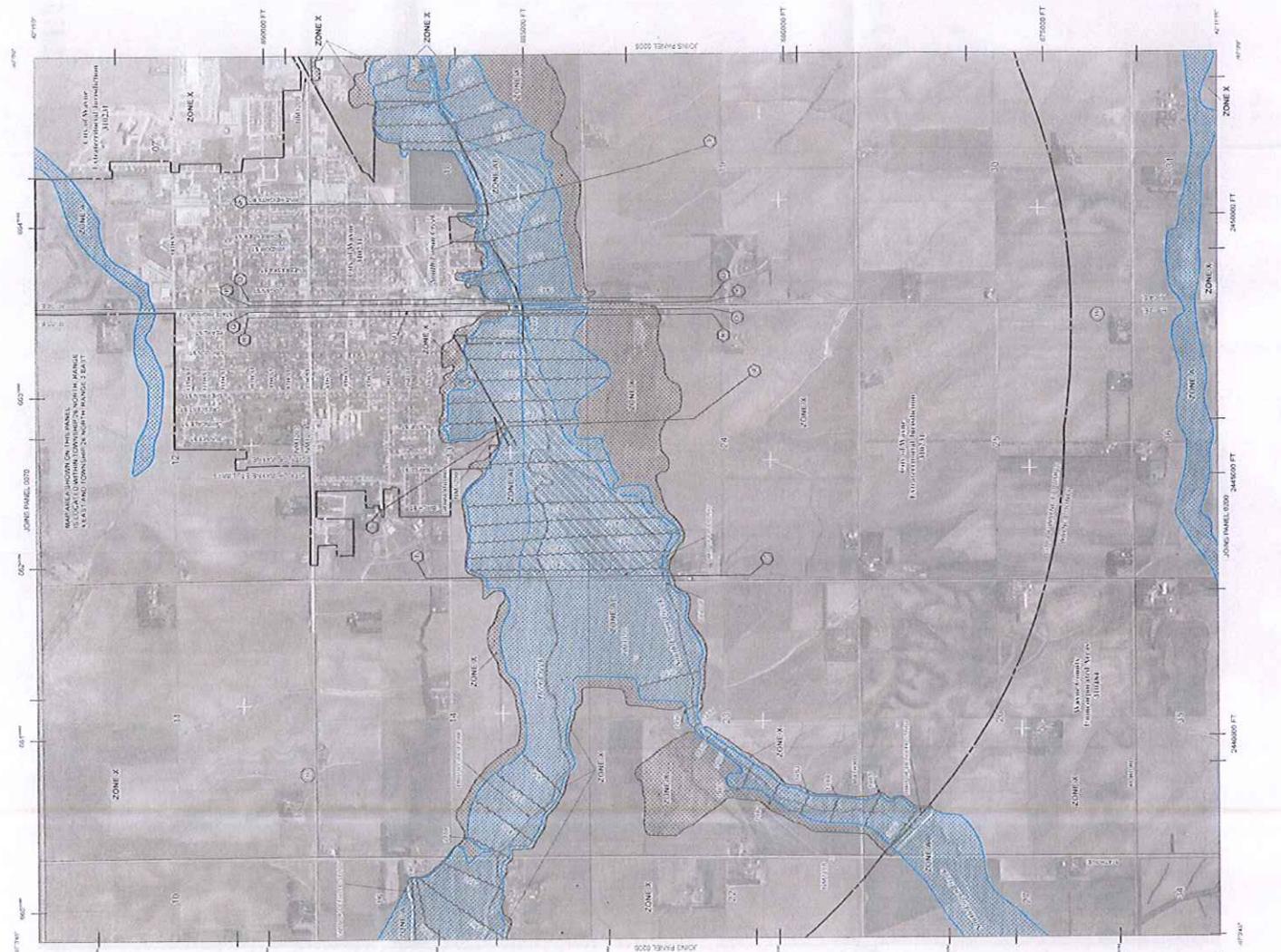
185E (MAY 1986) FIRM PANEL LAYOUT

MAP NUMBER 311700185C

EFFECTIVE DATE MARCH 18, 2009

NATIONAL FLOOD INSURANCE PROGRAM

Federal Emergency Management Agency



WAYNE MUNICIPAL AIRPORT AUTHORITY

May 13, 2013

7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the City of Wayne Auditorium North Meeting Room on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerome Conradt, Todd Luedeke, Carl Rump and David Ley. Also, attending the meeting were Nancy Braden Treasurer, Tom Becker FBO & Airport Manager, Karma Schulte, Kyle Dahl Airport Authority Attorney, David Zach, Clay Bode, and Jason Beiermann,

Luedeke moved and Ley 2nd to accept the Minutes of April 8, 2013. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2nd to accept the Claims as presented May 13, 2013 requesting further clarification on Kline Electric bill. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Conradt moved and Ley 2nd that we pass a resolution adopting and approving the execution of a revolving hangar program agreement and financing statement for hangar project number H-06 (FAA Number 3-31-0060-13) with the Department of Aeronautics of the State of Nebraska to obtain state funds under the program for the development of a hangar on the Wayne Municipal Airport. Roll was called with the following result: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Luedeke moved and Conradt 2nd to approve addition of rough in plumbing for bathroom in the hanger at airport cost. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Conradt moved and Luedeke 2nd that we appoint a committee to approve a bid for wiring the new hose reel. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt and Ley. Nays: None. The Chairman declared the motion carried and appointed Luedeke and Conradt to make up the committee.

Rump moved and Ley 2nd that we approve the hanger leases for 2013 presented. Role was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried. Only one hanger lease (Anderson) remains unsigned.

Conradt moved and Ley 2nd that we accept the Har-Mor land lease with the following conditions. A \$1,000.00 spraying fee is paid the Authority on signing. That a permanent loading pad be installed by August 1, 2013. That a building be built within two years of

signing the land lease. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried and further negotiations be handled by the Airport Authority Attorney if needed.

Ley moved and Luedeke 2nd that we approve the replacement lighting on the east hanger. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump 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 actions on these matters were needed.

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

David R. Ley
Secretary