

AGENDA
CITY COUNCIL MEETING
June 17, 2014

1. [Approval of Minutes – June 3, 2014](#)

2. [Approval of Claims](#)

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

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

3. [Ordinance 2014-14: Amending Wayne Municipal Code, Section 90-10 Definitions – “Townhouse” \(Third and Final Reading\)](#)

4. [Ordinance 2014-15: Amending Wayne Municipal Code Sec 90-10 Definitions – “Attached” \(Second Reading\)](#)

5. [Ordinance 2014-16: Amending Wayne Municipal Code Section 90-10 Definitions – “Breezeway” \(Third and Final Reading\)](#)

6. [Ordinance 2014-17: Amending Wayne Municipal Code, Section 78-129 - Restricted Parking 12:00 Midnight to 5:00 a.m.; Northwest Quadrant of the City \(Third and Final Reading\)](#)

7. [Ordinance 2014-18: Amending Wayne Municipal Code, Section 78-127 - Restricted Parking 12:00 Midnight to 5:00 a.m.; Northeast Quadrant of the City \(Third and Final Reading\)](#)

8. [Ordinance 2014-21: Amending Wayne Municipal Code, Section 78-126 Prohibited Parking; Northeast Quadrant of the City of Wayne \(Second Reading\)](#)

9. [Ordinance 2014-22: Amending Wayne Municipal Code, Section 78-130 Prohibited Parking; Southeast Quadrant of the City of Wayne \(Second Reading\)](#)

10. [Resolution 2014-51: Directing the City Clerk to certify Mowing Costs to the Wayne County Clerk and the Wayne County Treasurer to become a Lien on Lot 9, McPherran’s Addition to Wayne, Wayne County, Nebraska, more commonly described as 908 Circle Drive, Wayne, Nebraska](#)

Background: This secures the City's enforcement cost for an un-mowed lawn. The required notice was sent to the owner, the required waiting period was allowed for the owner to mow, and we hired a contractor to mow after the owner failed to do so before the deadline. The owner was billed for the work, but didn't pay, so our last action is to file a lien for the amount of the unpaid bill.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to approve the lien to secure future re-payment to the City for enforcement costs incurred.

11. Resolution 2014-52: Approving Nebraska Community Energy Alliance Interlocal Cooperation Agreement to Form Energy Grant Funding Group for Housing and Transportation

Background: Two years ago at a Nebraska City Managers' Association conference, Wayne and six other towns formed an informal group to make a joint application for \$420,000 in Environmental Trust Funds to transition a couple of city fleet vehicles to alternative fuel and to analyze the inconvenience vs. the savings. Wayne was awarded \$30,000 of that grant.

Since that award, we have become aware of additional energy program funding for housing on a sustained basis. This Interlocal Agreement provides a structure for us to annually focus on securing energy grant funds for incentives and improved strategies to increase housing energy efficiency. South Sioux City has a full-time grant specialist that has been very successful in securing outside funding for their projects. The intent of this group is to scale up that concept on a group basis. We have chosen to assess ourselves \$1,000 each to organize and defray some costs. If you approve this agreement, we will be expected to pay that amount when the group is established. Participation is voluntary.

Recommendation: This is similar to the Mutual Finance Organization that Wayne organized four years ago with Winside, Ponca, Wisner, and West Point to tap an annual State funding grant for fire departments. The MFO costs us \$300 per year to apply and we get \$25,000 in return.

Some of the energy grants this Interlocal Group anticipates applying for will require a local match. Each member town will have the option to participate or not to participate in each grant application. The recommendation of Lowell Johnson, City Administrator, is to join in this Interlocal Agreement for a couple of years to see if there is a payoff.

12. Resolution 2014-53: Approving the Project Program Agreement with the Nebraska Department of Roads for the Wayne Trail Phase II Project

Background: The attached agreement is a new requirement by the Nebraska Department of Roads for any trail project that crosses highway right-of-way. This agreement is required for us to build the Phase 2 Trail underpass. It is a standard agreement that NDOR uses with all projects. As with all NDOR standard agreements, NDOR doesn't modify it for local requests. The terms

make it clear that NDOR is still the owner and controller of its own highway right-of-way.

Recommendation: The agreement must be executed by the City of Wayne in order to cross Highway 35 with the Phase 2 trail.

13. [Resolution 2014-54: Approving the Specifications and Authorizing the Purchase of a Half Ton Pickup through the State Bid System as per the Bid Proposal Received from Arnie's Ford](#)

Background: Each year the State of Nebraska Administrative Services Department solicits public bids for most of the machinery, vehicles and supplies needed by the State. The volume gives them an advantage. Other Nebraska units of government can also order vehicles and equipment from that State bid list. The bid procedure has already met the public bidding requirements, so local units of government can buy direct from the list with a simple purchase order.

In March, we purchased two police cars from the State bid vehicle list. This pickup is available on the State bid list and meets our specifications. The most significant pickup specification is the dual gasoline/natural gas fuel option. The State bid cost of the pickup delivered to Wayne with the dual fuel option is \$36,216. With the \$15,000 energy grant, the net cost delivered to Wayne for the pickup is \$21,216.

This pickup can be refueled with compressed natural gas in the city shop using a PHIL metering compressor. We have asked for the projected natural gas mileage in town to calculate the savings at 10,000 miles per year.

14. [Action on Liquor License Manager Application — Go Mirage, LLC, d/b/a G's Quick Stop – Toninessa Prochaska](#)

Background: Toni is a current employee of G's Quick Stop and will also be in a management role at the Dollar Plus store downtown.

15. Appointments:

Chad Maas to the Civil Service Commission
Joe Baldwin to the Civil Service Commission

16. Adjourn

June 3, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, June 3, 2014, 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, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 22, 2014, 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 Eischeid, whereas, the Clerk has prepared copies of the Minutes of the meeting of May 20, 2014, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ADVANCED CONSULTING, SE, 8927.50; AMERITAS, SE, 1997.72; ARNIE'S FORD-MERCURY, SE, 391.21; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, FE, 105.00; BINSWANGER GLASS, SE, 125.56; BLACK HILLS ENERGY, SE, 555.65; BRIAN BRUCKNER, RE, 194.88; BRIAN LOBERG, RE, 49.78; CENTURYLINK, SE, 314.19; CHEMQUEST, SE, 3245.00; CHILD SUPPORT, RE, 100.00; CITY OF WAYNE, RE, 225.00; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, PY, 67687.95; CITY OF WAYNE, RE, 50.00; CITY OF WAYNE, RE, 473.03; CLAUSSEN & SONS IRRIG., SE, 45.00; COMMUNITY HEALTH, RE, 3.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 99.76; DOUGLAS CO COURT, RE, 74.00; DUTTON-LAINSON, SU, 314.18; ECHO GROUP, SU, 483.43; ED. M FELD EQUIPMENT, SU, 485.80; ENGINEERING & TECHNICAL, SE, 1000.00; FIRST CONCORD GROUP,

SE, 4857.46; GERHOLD CONCRETE, SU, 7726.66; GIS WORKSHOP, SE, 4000.00; GURKAN OZENCI, RE, 125000.00; HELENA CHEMICAL, SU, 120.00; HEWLETT-PACKARD, SU, 883.16; HOMETOWN LEASING, SE, 73.51; HUNTEL, SE, 1656.12; ICMA, SE, 7090.93; IRS, TX, 24074.53; CITY EMPLOYEE, RE, 71.42; JEO CONSULTING GROUP, SE, 6376.25; KRIZ-DAVIS, SU, 59.64; MES-MIDAM, SU, 599.00; MIKE MCINTOSH, FE, 125.00; MISS MOLLY'S COFFEE, SU, 60.00; NANCI WALSH, SE, 300.00; NE DEPT OF ENVIRONMENTAL, FE, 781.00; NE DEPT OF ENVIRONMENTAL, SE, 199878.03; NE DEPT OF REVENUE, TX, 3312.84; NE PUBLIC HEALTH, SE, 781.00; NNPPD, SE, 5237.00; ODEYS, SU, 9520.23; OTTE CONSTRUCTION, SE, 16470.00; OVERHEAD DOOR COMPANY, SE, 854.75; ROBERT WOHLER & SONS, SE, 30079.37; SARPY CO SHERIFFS OFFICE, RE, 148.00; STANLEY MALLETTE, RE, 345.50; VAN DIEST SUPPLY, SU, 468.80; VERIZON, SE, 93.93; VIAERO, SE, 250.85; WAYNE STATE SOCCER, RE, 1200.00; WEST PAYMENT CENTER, SU, 277.08; WIGMAN COMPANY, SE, 1013.23; WISNER WEST, SU, 60.66; AMERICAN BROADBAND, SE, 990.00; APPEARA, SE, 29.73; BRIAN LOBERG, RE, 18.73; CITY EMPLOYEE, RE, 37.30; CITY OF WAYNE, RE, 35.00; CITY OF WAYNE, RE, 4063.91; COOPORTUNITY HEALTH, SE, 30760.75; DEMCO, SU, 143.65; EAKES OFFICE, SE, 271.25; ELECTRIC FIXTURE, SU, 53.36; FLOOR MAINTENANCE, SU, 527.70; GALE GROUP, SU, 181.72; GILL HAULING, SE, 155.00; GROSSENBURG IMPLEMENT, SU, 819.47; HEARTLAND FIRE PROTECTION, SE, 1133.02; HEIKES AUTOMOTIVE, SE, 69.23; HELENA CHEMICAL, SE, 330.00; HOMETOWN LEASING, SE, 259.98; JASON CAROLLO, SE, 175.00; JEO CONSULTING GROUP, SE, 1487.00; JOHN'S WELDING, SU, 24.00; KRIZ-DAVIS, SU, 326.91; LANGEMEIER, WAYNE, SE, 250.00; MARCO, SE, 140.88; MARK MCINTOSH, FE, 100.00; MIDWEST TAPE, SU, 566.05; CITY EMPLOYEE, RE, 101.41; ONE CALL CONCEPTS, SE, 110.15; PIEPER & MILLER, SE, 5088.00; PITNEY BOWES, SU, 263.47; RANDOM HOUSE, SU, 234.00; WASTE CONNECTIONS, SE, 73.36; WAYNE HOUSING AUTHORITY, RE, 146.84; WESCO, SU, 750.83; WIGMAN COMPANY, SE, 360.79; ZACH HEATING & COOLING, SE, 228.50

Councilmember Eischeid made a motion, which was seconded by Councilmember Ley, 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 City Auditorium 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 declared the week of June 9-15, 2014 as “Men’s Health Week.”

The agenda item, “Demonstration of the New Police Car Cameras,” was postponed until the next Council meeting.

Mayor Chamberlain stated the time was at hand for the public hearing regarding the application for a Retail Class D Liquor License for Lutt Oil & Service, LLC, d/b/a “Lutt Oil & Service.”

Rod Lutt was present to answer questions.

City Clerk McGuire had not received any comments for or against this public hearing. A Class D Liquor License is for “off sale beer, wine and distilled spirits.”

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

Councilmember Sievers introduced Resolution No. 2014-45 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2014-45

A RESOLUTION APPROVING APPLICATION FOR RETAIL CLASS D LIQUOR LICENSE — LUTT OIL & SERVICE, LLC, D/B/A “LUTT OIL & SERVICE.”

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

The Mayor stated it was now past 5:30 p.m., at which time a public hearing was to be held to obtain public comment prior to the consideration of a Resolution approving a redevelopment plan amendment for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the

“Act”) — Lots 1 and 19 of Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne County, Nebraska.

Clerk McGuire published the notice of the public hearing in the Wayne Herald on May 15, 2014, and May 22, 2014, and notice of the public hearing was been mailed by United States Certified Mail, return receipt requested, sufficient postage affixed, to all parties required by Section 18-2115 of the Act.

The Mayor opened the public hearing and invited all interested persons to be heard.

Administrator Johnson stated this action amends the plan to add the additional lots built upon this past year in the Benscoter Addition.

No one appeared in person or by agent or attorney.

All persons desiring to be heard having been heard, the Mayor closed the public hearing.

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

Councilmember Eischeid introduced Resolution No. 2014-46 and moved for its approval; Councilmember Sievers seconded the motion.

RESOLUTION NO. 2014-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING A REDEVELOPMENT PLAN AMENDMENT; AND RELATED MATTERS.

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

The Mayor stated it was now past 5:30 p.m., at which time a public hearing was

to be held to obtain public comment prior to the consideration of a resolution approving a redevelopment plan amendment for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”) — Lots 2, 8, 9, 10, 12, 13 & 39 Amended Plat of Western Ridge II Addition, & Lot 3, 4, 5 & 6 Neihardt Administrative Replat of Lots 27-33, Amended Plat of Western Ridge II Addition and Lot 1 of the Bressler Court Administrative Replat of Lots 41-46 of the Amended Plat of Western Ridge II Addition to the to the City of Wayne, Wayne County, Nebraska.

Clerk McGuire published the notice of the public hearing in the Wayne Herald on May 15, 2014, and May 22, 2014, and notice of the public hearing was mailed by United States Certified Mail, return receipt requested, sufficient postage affixed, to all parties required by Section 18-2115 of the Act.

The Mayor opened the public hearing and invited all interested persons to be heard.

Administrator Johnson stated this action also amends the plan to add the additional lots built upon this past year in Western Ridge.

No one appeared in person or by agent or attorney.

All persons desiring to be heard having been heard, the Mayor closed the public hearing.

Councilmember Eischeid introduced Resolution No. 2014-47 and moved for its approval; Councilmember Ley seconded the motion.

RESOLUTION NO. 2014-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING A REDEVELOPMENT PLAN AMENDMENT; AND RELATED MATTERS.

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

Jeff Carstens, representing Wayne State College, was present regarding the interlocal agreement to share law enforcement resources. The hours will remain the same (22), as well as the amount for said services (\$30,000). This is an annual renewal. The term of this agreement will be from July 1, 2014, through June 30, 2015.

Attorney Miller explained one change in the agreement was that any crimes against persons shall be referred to the County Attorney's Office for prosecution.

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

Councilmember Ley introduced Resolution No. 2014-37 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2014-37

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.

Administrator Johnson stated three bids were received on the "Windom Street Storm Sewer Improvement Project." At this time, staff and the engineer are recommending rejecting the bids and re-bidding the project at a later time. This was bid

on short notice, and the bids were somewhat high. The low bid could not complete the project within the timeframe stated in the bid specifications.

Councilmember Brodersen introduced Resolution No. 2014-48 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2014-48

A RESOLUTION REJECTING BIDS ON THE “WINDOM STREET STORM SEWER IMPROVEMENT PROJECT.”

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

Administrator Johnson stated one bid was received on the “13th Street Sanitary Sewer Extension Project.” The recommendation of staff and the engineer on the project is to accept the bid and award the project to Robert Woehler & Sons Construction, Inc., in the amount of \$18,444.50 with additional Item A, if required, for the amount of \$2,500.00.

Councilmember Brodersen introduced Resolution No. 2014-49 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2014-49

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “13TH STREET SANITARY SEWER EXTENSION PROJECT.”

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

The following Resolution would accept the plans, specifications and estimate of cost for the “Hillside Drive and Trail Relocation Project,” and direct the City Clerk to advertise for bids. The cost estimate for this project is \$217,808.00.

Administrator Johnson thought these estimates were high and was going to meet with staff and the engineer to look at why this project is so costly. This will be the developer's cost through tax increment financing.

Councilmember Eischeid introduced Resolution No. 2014-50 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2014-50

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE "HILLSIDE DRIVE AND TRAIL RELOCATION PROJECT" AS PREPARED BY THE CITY'S ENGINEER, AND DIRECTING ADVERTISEMENT FOR BIDS.

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

Councilmember Sievers introduced Ordinance No. 2014-12 and moved for approval of the third and final reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2014-12

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IX. NONCONFORMING USES BY AMENDING SECTION 90-753 NONCONFORMING STRUCTURES; 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.

Councilmember Eischeid introduced Ordinance No. 2014-14, and moved for approval of the second reading thereof; Councilmember Ley seconded.

ORDINANCE NO. 2014-14

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

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

In regard to Ordinance 2014-15, the definition of attached was amended to read as follows:

Attached (for the purpose of determining when new construction constitutes enlarging a primary structure on a lot) means sharing a common wall which has an opening providing access between interior spaces. An enclosed ~~breezeway~~ **passageway less than eight (8) feet wide**, connecting two structures, shall not mean the two structures are attached.

Discussion took place regarding the amendment. Because there was still some confusion or issues regarding the proposed language, Councilmember Giese made a motion to table the second reading on Ordinance No. 2014-15 until the next meeting; Councilmember Sievers seconded. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance No. 2014-16, and moved for approval of the second reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2014-16

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

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

Councilmember Eischeid introduced Ordinance No. 2014-17, and moved for approval of the second reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2014-17

AN ORDINANCE TO AMEND SECTION 78-129 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHWEST QUADRANT OF THE CITY; 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 Eischeid introduced Ordinance No. 2014-18, and moved for approval of the second reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2014-18

AN ORDINANCE TO AMEND SECTION 78-127 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY; 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.

Lou Bencoter of Bencoter Development was present requesting Council consideration to prohibit parking on the streets in the Angel Acres subdivision.

Mr. Bencoter also requested Council consideration to prohibit parking from midnight to 5:00 a.m. on those streets. That request would be brought forward by way of an amendment to Ordinance No. 2014-18.

Councilmember Eischeid introduced Ordinance No. 2014-21, and moved for approval thereof; Councilmember Giese seconded.

ORDINANCE NO. 2014-21

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-126 RELATING TO PARKING; PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

The following ordinance would prohibit parking on the south side of Jaxon Street in the Bencoter Addition down by the softball complex.

Councilmember Muir introduced Ordinance No. 2014-22, and moved for approval thereof; Councilmember Ley seconded.

ORDINANCE NO. 2014-22

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-130 RELATING TO PARKING; PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Discussion took place regarding the request of the Community Redevelopment Authority to annex the property they purchased from Pacific Coast Feather.

Councilmember Eischeid spoke against the annexation, as did Councilmember Giese.

Councilmember Sievers spoke in favor of the annexation since it was now the property owner making the request to be annexed.

Administrator Johnson stated if Council does not annex this property, his recommendation will be to leave the septic systems in place and also the concrete which gives Council the ability to approve tax increment financing for some future buyer. If we start cleaning up the property, it will not be eligible for tax increment financing.

If the property is annexed, the land can be subdivided into smaller parcels, which might be more attractive to prospective buyers.

Councilmember Sievers introduced Ordinance 2014-23, and moved for approval thereof; Councilmember Muir seconded.

ORDINANCE NO. 2014-23

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE (PACIFIC COAST FEATHER PROPERTY).

Discussion further continued on when this matter would come before the Council again if the ordinance fails. Councilmember Eischeid then called for the vote.

Mayor Chamberlain stated the motion, and the result of roll call being five Nays (Giese, Greve, Ley, Eischeid and Brodersen), and three Yeas (Haase, Sievers, and Muir), the Mayor declared the motion failed.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers to approve the Liquor License Manager Application in Connection with the Shopko Hometown 670 Wayne, NE, Store for James E. Larson. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated that Change Order No. 2 in the amount of \$8,261.00 on the Chief's Way Sanitary Sewer & Water Extension Project represents the additional work needed for the Lion's Club Park.

Councilmember Ley made a motion, which was seconded by Councilmember Brodersen, approving Change Order No. 2 in the amount of \$8,261.00 for the Chief's Way Sanitary Sewer & Water Extension Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson brought up for discussion the idea of making an application for a grant to help cover the costs for the Comprehensive Plan. The Council needs to decide if they want to wait a year, which is the estimated time to go through the grant application process, or if they want to begin the process now to redo or update the comprehensive plan. There is no guarantee the City will be awarded the grant, but if they would be, it would be a 75% cost-share. There was some concern about postponing the updating of the zoning regulations and comprehensive plan because of some past issues that have come up. Administrator Johnson stated staff will prepare an application that

will be due in October, which will be the Council's next chance to vote whether or not they want to go forward in the grant process.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:42 p.m.

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CLAIMS LISTING JUNE 17, 2014

CITY EMPLOYEE	HEALTH REIMBURSEMENT	2,246.73
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,090.94
APPEARA	LINEN & MAT SERVICE	158.27
BAKER & TAYLOR BOOKS	BOOKS	1,342.66
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
BARONE SECURITY SYSTEMS	FIRE INSPECTION	138.00
BEEHIVE INDUSTRIES	LICENSE	7,200.00
BIG STONE TRANSPORTATION	BALLFIELD LIME	6,435.00
BOARDERS INN & SUITES	FIRE SCHOOL LODGING	1,068.00
BOMGAARS	SUMP PUMP/FASTENERS/RAINCOATS ETC	3,092.69
BROWN SUPPLY CO	GASKETS/VALVES/CURB STOP	800.68
BSN SPORTS, INC	TENNIS RACQUETS & BALLS	407.83
CHARTWELLS	CONGREGATE MEALS	6,353.36
CHILD SUPPORT	PAYROLL DEDUCTION	350.00
CITY OF NORFOLK	INSPECTIONS	254.45
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	300.00
CITY OF WAYNE	FIRE SCHOOL REIMBURSEMENT	869.60
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUNDS	100.00
CITY OF WAYNE	PAYROLL	65,333.58
CITY OF WAYNE	UTILITY REFUNDS	1,225.85
CLASSEN FABRICATION INC	POOL HEATER REPAIR	140.00
CLEAN TO A T	LIBRARY/SR CENTER JANITORIAL CLEANING	1,300.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
COPY WRITE PUBLISHING	LETTERHEAD & ENVELOPES/SHIPPING	529.88
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	69.00
DUTTON-LAINSON COMPANY	SPLICE/ARRESTER	1,219.22
EASYPERMIT POSTAGE	POSTAGE	1,712.77
ECHO GROUP INC JESCO	SURGE ARRESTORS/LUG/BREAKER/FUSES	385.31
ELECTRIC PUMP	SENSOR	373.59
FLOOR MAINTENANCE	PAPER TOWELS	115.18
FOAMCO CORPORATION	2ND HALF OF WELCOME TO WAYNE SIGN	12,975.00
GALE GROUP	BOOKS	17.99
GEMPLER'S INC	NOZZLE/TOOL RACK	340.90
GERHOLD CONCRETE CO INC.	SB COMPLEX - CONCRETE/SAND	975.58
GILL HAULING, INC	DUMPSTER	494.52
GROSSENBURG IMPLEMENT INC	V-BELT/FILTERS/BLADES/FITTINGS	578.62
GUARANTEE ROOFING	ROOF REPAIRS	207.00
CITY EMPLOYEE	SHIRT REIMBURSEMENT	59.77
HAWKINS, INC	AZONE/FLUORIDE	534.50
HD SUPPLY WATERWORKS, LTD	METER SCREWS	106.91
HEARTLAND STAINLESS INC.	INSTALL ACCESS DOORS	807.30
HILLYARD/SIOUX FALLS	WASTE BASKETS	1,045.80
HIRERIGHT SOLUTIONS INC	COLLECTION FEES	40.00
HOBBY LOBBY STORES, INC	PARK REC SUPPLIES	207.68
HOEMAN, TODD	ENERGY INCENTIVE	179.72

ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	6,817.17
INGRAM BOOK COMPANY	BOOKS	248.21
IRS	FEDERAL WITHHOLDING	24,102.97
ISLAND SPRINKLER SUPPLY	SPRINKLERS	10,314.78
JOHN'S WELDING AND TOOL	MANIFOLD	600.00
KELLY SUPPLY COMPANY	BALL VALVE/CUTTING OIL/GASKETS	160.12
KLEIN ELECTRIC	VAC WATER MAIN	412.50
KRIZ-DAVIS COMPANY	HUB/WIRE	1,156.33
KTCH AM/FM RADIO	RADIO ADS	675.55
LARRY SOKOL	SIDEWALK COST SHARE	279.00
LESLIE SCHULZ	BETTY ROBINS 5 K RUN DONATION	3,100.00
LUTT OIL	GASOLINE	6,557.62
MAIN STREET AUTO CARE	VEHICLE REPAIRS	90.00
MATT PARROTT AND SONS	ENVELOPES	834.00
MIDWEST LABORATORIES, INC	BOD TESTING	498.35
N.E. NEB ECONOMIC DEV DIS	WRLF SERVICES	210.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	32.00
NE AIR FILTER	AIR FILTERS	329.88
NE DEPT OF ENVIRONMENTAL	2013 AIR EMISSIONS	1,758.75
NE DEPT OF REVENUE	STATE WITHHOLDING	3,396.92
NE NEB INS AGENCY INC	AUDIT/WORK COMP	2,746.00
NE SAFETY COUNCIL	SHIPPING ON SAFETY VIDEOS	8.93
NE STATE HISTORICAL	MEMBERSHIP	29.00
NEW PIG CORPORATION	ABSORBENT PADS	56.61
NORTHEAST NE AMERICAN RED	PAYROLL DEDUCTIONS	59.24
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	13,185.52
O'REILLY AUTOMOTIVE STORE	MIRROR	14.99
OTTE CONSTRUCTION COMPANY	CONCESSION STAND REPAIRS	32,610.00
PAC N SAVE	AFTERSCHOOL/PROGRAM SUPPLIES/5 K	275.29
PARTS ENGINEERING CO	VALVE HEAD PLATE	306.61
PATTY SCHINSTOCK	IPAD BASICS	260.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	218.44
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	180.00
QUALITY 1 GRAPHICS	SIGNS	560.00
QUILL CORPORATION	40 CASES COPY PAPER	1,595.46
S & S WILLERS, INC.	ARMOR COAT	289.81
SHOPKO	TV'S/BATTERIES/SD CARDS	1,153.89
STATE NEBRASKA BANK	EL REV RF SERIES 09/12	289,747.50
STATE NEBRASKA BANK	HWY ALLOCATION 13 INTEREST	13,985.00
STATE NEBRASKA BANK	SERIES 13 GO INTEREST	18,220.00
STATE NEBRASKA BANK	PETTY CASH	98.62
THE PENWORTHY COMPANY	BOOKS	527.60
UNITED WAYNE	PAYROLL DEDUCTION	11.20
US BANK	TRAINING/AIRFARE/PUMP/CAMERAS ETC	5,869.42
VAN DIEST SUPPLY	WEED CONTROL	386.81
VERIZON WIRELESS SERVICES	CELL PHONES	13.12
VOSS LIGHTING	BULBS	175.00

WAYNE AIRPORT	FEMA REIMBURSEMENT	51,243.50
WAYNE AUTO PARTS	REFRIGERENT/FILTERS/HEATER CORE ETC	830.45
WAYNE COUNTY CLERK	FILING FEES	404.00
WAYNE COUNTY COURT	BOND	1,000.00
WAYNE VETERINARY CLINIC	CAT & DOG IMPOUNDS	98.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	18.02
WESCO DISTRIBUTION INC	LED BULBS/SWITCHGEAR/SOCKET/METER	34,936.48
WESTERN AREA POWER ADMIN	ELECTRICITY	28,160.76
WI SCTF	R & D FEE	65.00
WINNING FINISH	SHAMPOO DRIVERS SEAT	26.63
WISNER WEST	GASOLINE	43.17
WRIEDT, RONALD	BULB	5.31

ORDINANCE NO. 2014-14

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

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

Section 1. The Planning Commission held a public hearing on May 5, 2014, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being:

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

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

Sec. 90-10. Definitions.

Townhouse means one of a group or row of not less than two, nor more than 12, attached single-family dwellings designed and built as a single structure facing upon a street in which the individual townhouse may or may not be owned separately. **Each dwelling unit shall be on its own lot and shall have its own front and rear access to the outside.** For the purpose of the side yard regulations, the structure containing the row or group of townhouses shall be considered as one building occupying a single 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 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-15

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

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

Section 1. The Planning Commission held a public hearing on May 5, 2014, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being:

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

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

Sec. 90-10. Definitions.

Attached (for the purpose of determining when new construction constitutes enlarging a primary structure on a lot) means sharing a common wall which has an opening providing access between interior spaces. An enclosed ~~breezeway~~ **passageway less than eight (8) feet wide**, connecting two structures, shall not mean the two structures are attached. **A passageway equal to or greater than eight (8) feet wide used to connect two structures shall not exceed a distance between the two structures that is twice the width of the passageway.**

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 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-16

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

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

Section 1. The Planning Commission held a public hearing on May 5, 2014, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being:

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

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

Sec. 90-10. Definitions.

Breezeway means a narrow structure with a roof and no walls that connects two buildings. An accessory structure connected to a primary structure by a breezeway shall not be considered attached.

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 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-17

AN ORDINANCE TO AMEND SECTION 78-129 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHWEST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-129 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-129 PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHWEST QUADRANT OF THE CITY.

(a) No person shall, at any time, park a vehicle between the hours of 12:00 midnight and 5:00 a.m. upon any of the following described streets or parts of streets:

- ~~1. The south side of the centerline of Park Street from the west line of Lincoln Street to the east line of Douglas Street.~~
2. The north side of the centerline of West 13th Street from the **north-south alley between west line of** Main Street to the east line of Lincoln Street.
3. The north side of the centerline of West 13th Street from the west line of Douglas Street to the east line of Sherman Street.
4. The north side of the centerline of West 12th Street from the west line of the north-south alley between Main Street and Pearl Street west to the east line of Sherman Street.
- 5. The north side of the centerline of West 11th Street from the north-south alley between Main Street and Pearl Street west to the east line of Sherman Street.**
6. The north side of the centerline of West 10th Street from the west line of Main Street to the east line of Sherman Street.
7. The north side of the centerline of West 9th Street from the west line of Main Street to the east line of Lincoln Street.
8. The north side of the centerline of West 9th Street from the west line of Douglas Street to the east line of Sherman Street.
9. The north side of the centerline of West 8th Street from the west line of Main Street to the east line of Sherman Street.
10. The west side of the centerline of Pearl Street from the north line of West 7th Street north to the city limits.
11. The west side of the centerline of Lincoln Street from the north line of West 7th Street north to a point 150 feet south of the south line of West 13th Street.
- 12. The west side of the centerline of Douglas Street from the north line of West 7th Street north to Park Street.**
- 13. The west side of the centerline of Sherman Street from the north line of West 7th Street to the city limits.**

14. The south side of the centerline of Fairacres Road from the west line of Sherman Street west to the city limits.
15. The north side of the centerline of Crescent Drive from the west line of Sherman Street west to the point where Crescent Drive turns north and then on the west side of the centerline north to the south line of Westwood Road.
16. The north side of the centerline of Westwood Road from the east line of Sherman Street west to the city limits.
17. The west side of the centerline of Lawndale Drive from the north line of Fairacres Road north to the south line of Westwood Road.
18. The west side of the centerline of Sunset Drive from the north line of Fairacres Road north to the south line of Westwood Road.

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

Section 2. The original Section and any other sections in conflict with this ordinance are hereby repealed.

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

PASSED AND APPROVED this 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-18

AN ORDINANCE TO AMEND SECTION 78-127 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-127 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-127 PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY.

- (a) No person shall, at any time, park a vehicle upon the following described streets or parts of streets:
- (1) The north side of the centerline of Hillcrest Road from the east line of Walnut Street east to where Hillcrest Road turns south and then on the west side of the centerline to the north line of East 10th Street.
 - (2) The north side of the centerline of East 10th Street from the east line of Walnut Street east to the city limits.
 - (3) The ~~north south~~ side of the centerline of East 10th Street from the east line of ~~Windom Logan~~ Street east to the west line of ~~the north-south alley between Windom Street and Walnut Nebraska~~ Street.
 - (4) The north side of the centerline of East 9th Street from the east line of Main Street east to the west line of Pine Heights Road.
 - (5) The north side of the centerline of East 8th Street from the east line of Main Street east to the north-south alley east of Windom Street.
 - (6) The west side of the centerline of Logan Street from a point 25 feet north of the north line of East 7th Street north to the south line of East 10th Street.
 - (7) The west side of the centerline of Nebraska Street from the north line of East 7th Street north to the south line of East 10th Street.
 - (8) The west side of the centerline of Windom Street from the north line of East 7th Street north to the south line of East 10th Street.
 - (9) The west side of the centerline of Walnut Street from a point 190 feet north of the north line of East 7th Street north to the south line of East 9th Street.
 - (10) The west side of the centerline of Walnut Street from the north line of East 9th Street north to the south line of Hillcrest Road.
 - (11) The west side of the centerline of Pine Heights Road from the north line of East 7th Street north to the south line of East 10th Street.
 - (12) The west side of the centerline of Lilac Lane from the north line of East 10th Street north to the south line of Hillcrest Road.
 - (13) The west side of the centerline of Walnut Street from the north line of Hillcrest Road north to the south line of East 14th Street.

- (14) The east side of the centerline of Circle Drive from the north line of East 9th Street north to the circle.
 - (15) The west side of the centerline of Claycomb Road from the north line of East 14th Street north to the city limits.
 - (16) The west side of the centerline of Linden Street from the north line of East 14th Street north to the south line of Aspen Street.
 - (17) The north side of the centerline of Aspen Street from the east line of Claycomb Road east to the city limits.
 - (18) The west side of the centerline of Hillside Drive from the north line of 7th Street north to the city limits.
 - (19) The west side of the centerline of Eastview Drive from the north line of Poplar Street north to the south line of Sunnyview Drive.
 - (20) The north side of the centerline of Poplar Street from the east line of Eastview Drive to the west line of Hillside Drive.
 - (21) The north side of the centerline of Sunnyview Drive from the east line of Providence Road east to the west line of Hillside Drive.
 - (22) The west side of the centerline of Memory Lane from the north line of East 10th Street to the north line of Gail's Way**
 - (23) The west side of the centerline of Angel Avenue from the north line of East 10th Street north to the south line of Gail's Way.**
 - (24) The north side of the centerline of Gail's Way from the west line of Memory Lane east to the east line of Angel Avenue.**
- (b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

Section 2. The original Section and any other sections in conflict with this ordinance are hereby repealed.

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

PASSED AND APPROVED this 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-21

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-126 RELATING TO PARKING; PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-126 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-126 PARKING; PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY OF WAYNE.

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

1. The south side of the centerline of Hillcrest Road from the east line of Walnut Street east to the point where Hillcrest Road turns south and then on the east side of the centerline to the north line of east 10th Street.
2. The north side of the centerline of East 10th Street from the east line of Main Street east to the west line of Logan Street.
3. The north side of the centerline of East 10th Street from the north-south alley between Walnut Street and Windom Street to the west line of Walnut Street.
4. The south side of the centerline of East 10th Street from the east line of Main Street east to the west line of Hillside Drive.
5. The south side of the centerline of East 9th Street from the east line of Main Street east to the west line of Pine Heights Road.
6. The south side of the centerline of East 8th Street from the east line of Main Street to the north-south alley east of Windom Street.
7. The east side of the centerline of Logan Street from the north line of East 7th Street north to the south line of East 10th Street.
8. The east side of the centerline of Nebraska Street from the north line of East 7th Street north to the south line of East 10th Street.
9. The east side of the centerline of Windom Street from the north line of East 7th Street north to the south line of East 10th Street.
10. The east side of the centerline of Walnut Drive from the north line of East 7th Street north to the south line of East 9th Street.
11. The west side of the centerline of Walnut Drive from the north line of East 7th

Street north for a distance of 190 feet.

12. The east side of the centerline of Walnut Street from the north line of east 9th Street north to the south line of Lindahl Drive.
13. The east side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north a distance of 150 feet.
14. The west side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north for a distance of 150 feet.
15. The west side of the centerline of Circle Drive from the north line of East 9th Street north to the circle and the entire circle.
16. The east side of the centerline of Pine Heights Road from the north line of East 7th Street north to the south line of East 10th Street.
17. The east side of the centerline of Lilac Lane from the north line of East 10th Street north to the south line of Hillcrest Road.
18. The east side of the centerline of Providence Road from the north line of East 7th Street north to the south line of East 14th Street.
19. The west side of the centerline of Providence Road from the north line of East 7th Street north to the south line of east 14th Street.
20. The south side of the centerline of East 14th Street from the east line of Providence Road east to the City limits.
21. The east side of the centerline of Claycomb Road from the north line of East 14th Street north to the south line of East 21st Street.
22. The east side of the centerline of Linden Street from the north line of East 14th Street north to the south line of Aspen Street.
23. The south side of the centerline of Aspen Street from the east line of Claycomb R Road east to the City limits.
24. The west side of the centerline of Logan Street from the north line of East 7th Street north for a distance of 150 feet.
25. The north side of the centerline of East 7th Street from the east line of Main Street east to the City limits.
26. The east side of the centerline of North Main Street from the north line of East 7th Street north to the south line of East 14th Street.
27. The east side of the centerline of Hillside Drive from the north line of East 7th Street north to the City limits.

28. The south side of the centerline of Poplar Street from the west line of Hillside Drive to the east line of Eastview Drive.
29. The south side of the centerline of Sunnyview Drive from the west line of Hillside Drive west to the east line of Providence Road.
30. The east side of the centerline of Eastview Drive from the north line of Poplar Street north to the south line of Sycamore Street.
31. The west side of the centerline of Pine Heights Road from the north line of East 7th Street north for a distance of 25 feet.
32. The south side of the centerline of Sycamore Street from the west line of Hillside Drive west to the east line of Eastview Drive.
33. The east side of the centerline of Vintage Hill Drive from the north line of East 14th Street north to a point 125 feet north of the north line of Adam Drive.
34. The south side of the centerline of Brooke Drive from the east line of Claycomb Road east to the City limits.
35. All of Lloyd Court from the southerly line of Brooke Drive south to and including the entire circle.
36. The south side of the centerline of Sunnyview Drive from the west side of Providence Road to the east line of Ada Drive.
37. The east side of the centerline of Ada Drive from Sunnyview Drive to the north line of Poplar Street.
38. The south side of the centerline of Poplar Street from the west line of Ada Drive east to the west line of Providence Road.
39. The west side of the centerline of Walnut Street from East 10th Street north to J. G. Lewis Drive.
40. The north side of the centerline of East 14th Street between the east boundary of the Wayne State College Technology Building Lot on the quarter section line east to Claycomb Road.
41. The west side of Claycomb Road from the north line of East 14th Street going north a distance of 104 feet.
42. **The east side of the centerline of Memory Lane from the north line of East 10th Street north to the south line of Gail's Way.**
43. **The east side of the centerline of Angel Avenue from the north line of East 10th Street north to the north line of Gail's Way.**
44. **The south side of the centerline of Gail's Way from the east line of Memory Lane to the west line of Angel Avenue.**

Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

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

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

PASSED AND APPROVED this _____ day of June, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-22

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-130 RELATING TO PARKING; PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-130 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-130 PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY.

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

1. The south side of the centerline of East 6th Street from the north-south alley between Main Street and Logan Street east to the west line of Tomar Drive.
2. The south side of the centerline of East 7th Street from the east line of Main Street east to the city limits.
3. The south side of the centerline of East 5th Street from the north-south alley between Main Street and Logan Street east to Valley Drive.
4. The south side of the centerline of Valley Drive from the east line of 5th Street east to the point where Valley Drive turns north and then on the east side of the centerline north to the south line of East 7th Street.
5. The east side of the centerline of Wayside Lane from the north line of Valley Drive north to the south line of East 6th Street.
6. The east side of the centerline of Tomar Drive from the south line of East 7th Street south ~~600 feet~~ **to the north line of East 4th Street.**
7. The south side of the centerline of East 4th Street from the north-south alley between Main Street and Logan Street east to the city limits.
8. The south side of the centerline of East 3rd Street from the east line of Logan Street east to the west line of Windom Street.
9. The south side of the centerline of Fairgrounds Avenue from the east line of South Nebraska Street east to the **city limits** ~~east line of Windom Street.~~
10. The south side of the centerline of Folk Street from the east line of South Nebraska Street to the west line of South Windom Street.
11. The east side of the centerline of Logan Street from the north line of East 4th Street north to the south line of East 7th Street.
12. The west side of the centerline of Logan Street from the north line of East 5th Street north to the south line of East 7th Street.
13. The east side of the centerline of Nebraska Street from the north line of East 2nd Street north to the south line of East 7th Street.
14. The east side of the centerline of Windom Street from the north line of East 3rd Street north to the south line of East 7th Street.

15. The west side of the centerline of Windom Street from the north line of East 3rd Street north a distance of 150 feet.
16. The east side of the centerline of South Windom Street from the north line of Fairgrounds Avenue north to the south line of East 3rd Street.
17. The east side of the centerline of Walnut Street from the north line of East 4th Street north to the south line of East 7th Street.
18. The east side of the centerline of Dearborn Street from the north line of East 5th Street north to the south line of East 7th Street.
19. The east side of the centerline of Dearborn Street from the north line of East 4th Street south to the north line of East 4th Street.
20. The east side of the centerline of South Nebraska Street from the south line of Fairgrounds Avenue south to the city limits.
21. The east side of the centerline of South Windom Street from the south line of Fairgrounds Avenue south to the city limits.
22. The east side of the centerline of Main Street from 75' north of the north line of East 4th Street to the south line of 7th Street.
23. The west side of the centerline of Windom Street from the south line of East 7th Street south for a distance of 25 feet.
24. The west side of the centerline of Tomar Drive from the south line of East 7th Street south 600 feet.
25. **The south side of the centerline of Jaxon Street from the west line of Tomar Drive west to the north line of East 4th Street.**

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

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

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

PASSED AND APPROVED this _____ day of June, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2014-51

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON LOT 9, MCPHERRAN'S ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 908 CIRCLE DRIVE, WAYNE, NEBRASKA.

WHEREAS, the City of Wayne has incurred costs associated with the mowing of the property located at 908 Circle Drive, Wayne, Nebraska, and legally described as Lot 9, McPherran's Addition to Wayne, Wayne County, Nebraska; and

WHEREAS, Section 34-61 of the Wayne Municipal Code requires each owner of any lot or parcel of land in the City of Wayne to cut and remove all weeds and other rank growth of vegetation on such property as close to the ground level as possible throughout the period of May 1st to October 15th of each year; and

WHEREAS, the Superintendent of Public Works & Utilities has caused to be published in the Wayne Herald the notice required under Section 34-61 specifying that said weeds and other rank growth vegetation shall be cut during the above-referenced period; and

WHEREAS, the City's Public Works Department is authorized under said Section to notify in writing the owner of any property within the City to cut any such weeds found growing on such property by United States mail, postage prepaid, addressed to such owner at his or her last known address or served personally; and

WHEREAS, on the failure, neglect or refusal of any such owner to cut or destroy such weeds located upon such property within seven days after the mailing or personal service date of such notice, the City's Public Works Department is authorized to pay for the cutting of such weeds or to order the removal by the City; and

WHEREAS, the cost of any such cutting, destroying, or removing such weeds shall be at the expense of the owner of such property; and

WHEREAS, if the costs of cutting, destroying or removing weeds and other rank growth of vegetation and costs of removing any refuse, debris, or other obstructions, to permit such cutting are unpaid for two months, pursuant to said Section 34-61, the City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the amount of such expense, and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures; and

WHEREAS, the City's Public Works Department has notified Richard Keenan, the owner of 908 Circle Drive, Wayne, Nebraska, and legally described as Lot 9, McPherran's Addition to Wayne, Wayne County, Nebraska, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid, at the last known address of Richard Keenan or served personally; and

WHEREAS, upon the failure, neglect or refusal of Richard Keenan to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Public Works Department did then undertake the removal of such weeds from said property, pursuant to Section 34-61 during the time period of May, 2013, through and including June, 2013 and

WHEREAS, the cost of such cutting, destroying or removal of such weeds in the total amount of \$600.00 has been sent to Richard Keenan for payment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$600.00 in expenses incurred by the Wayne Public Works Department in removing weeds and other rank growth of vegetation from the property owned by Richard Keenan and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Richard Keenan on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

Lot 9, McPherran's Addition to Wayne, Wayne County, Nebraska.

BE IT FURTHER RESOLVED that pursuant to Section 34-61 of the Wayne Municipal Code, the Wayne County Treasurer shall add such expense to, and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes.

Passed and approved this 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2014-52

A RESOLUTION APPROVING THE NEBRASKA COMMUNITY ENERGY ALLIANCE INTERLOCAL COOPERATION AGREEMENT AND APPOINTING THE CITY ADMINISTRATOR TO REPRESENT THE CITY OF WAYNE IN SAID ALLIANCE.

WHEREAS, the City of Wayne, on August 20, 2013, approved and entered into an “Interlocal Cooperation Agreement for the Advancement of Compressed Natural Gas and Electric Vehicle Infrastructure and Compressed Natural Gas and Electric Vehicle Use;” and

WHEREAS, said agreement is hereby amended to provide a mechanism for utilization in allowing additional political subdivisions and entities to join the Nebraska Community Energy Alliance, together with a need to amend certain other provisions of the previously executed interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the “Nebraska Community Energy Alliance Interlocal Cooperation Agreement,” a copy of which is attached hereto and incorporated herein by reference, be approved, and that the City Administrator be appointed as the City Representative, and the Electric Production Superintendent as the Voting Alternate, in said Nebraska Community Energy Alliance.

PASSED AND APPROVED this 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NEBRASKA COMMUNITY ENERGY ALLIANCE
INTERLOCAL COOPERATION AGREEMENT
(Amended and Restated as of June 2014)

THIS AMENDED AGREEMENT is made and entered into by and among the following political subdivisions and such other parties that may join in this Agreement as herein provided:

1. City of Bellevue, Nebraska
2. Central City, Nebraska
3. City of Gothenburg, Nebraska
4. City of Holdrege, Nebraska
5. City of Lexington, Nebraska
6. City of Nebraska City, Nebraska
7. City of Seward, Nebraska
8. South Sioux City, Nebraska
9. City of Wayne, Nebraska

Political subdivisions located in the State of Nebraska and other entities who are members in good standing with this Agreement are collectively referred to herein and shall form the Nebraska Community Energy Alliance ("NCEA"). WITNESSETH:

WHEREAS, the above-named nine (9) political subdivisions have previously submitted a commitment to participate in the Nebraska Environmental Trust ("NET") program as a grant partner and have executed an INTERLOCAL COOPERATION AGREEMENT BETWEEN THE POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, FOR THE ADVANCEMENT OF COMPRESSED NATURAL GAS AND ELECTRIC VEHICLE INFRASTRUCTURE AND COMPRESSED NATURAL GAS AND ELECTRIC VEHICLE USE in connection with the respective political subdivision's "commitment to participate" submitted to the NET concerning the NET-sponsored project, Connecting Nebraska Communities Driving America's Fuel! ("NET-CNCDAF Project 14/149");

WHEREAS, the above-named nine (9) political subdivisions have found it necessary to amend the existing Interlocal Agreement to provide a mechanism for utilization in allowing additional political subdivisions and entities to join the NCEA together with a need to amend certain provisions of the previously executed Interlocal Agreement;

WHEREAS, the members of the NCEA desire to have a single document that describes the amended agreement of the parties and, therefore, the original Interlocal Agreement is superseded by this Amended Agreement;

WHEREAS, the members of the NCEA for their common good desire to enter an agreement pursuant to the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 (Reissue 2012) ("Interlocal Act") as the same may from time-to-time be amended, for the purpose of identifying, applying for, administering or otherwise making available to its members such grants or funding sources as are proper under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the members of NCEA being parties hereto agree as follows:

1. **Creation.** The parties hereto agree to create a joint entity to be known as the "Nebraska Community Energy Alliance" hereinafter referred to as "NCEA" which shall constitute a separate body politic. The NCEA shall function as a local subdivision of government which shall be empowered to make all financial and policy decisions affecting the purpose for which it is created.

2. **Purpose.** The NCEA is organized by and for Nebraska's communities to promote transportation and housing choices that include lifecycle cost of ownership, retained energy value, and economic competitiveness by coordinating and leveraging federal and state policies and investments to community projects demonstrating direct high impact.

3. **Board of Directors.** The affairs, actions, and conduct of the business of the NCEA shall be by a Board of Directors ("Board"). The Board shall exercise authority over NCEA in accordance with applicable laws and shall set the policy delegating to its officers, agents, and committees as appropriate.

a. **Board Composition.** The initial Board shall consist of nine (9) persons, but the number may be increased or decreased by the Board to maintain appropriate size and geographical representation. Each Board member shall serve for a period of three (3) years but shall be restricted to no more than two consecutive three-year terms. Any individual that has previously served on the Board for two consecutive three-year terms may be eligible again for future service following at least one year of non-Board service. The Board shall serve staggered years to promote stability and continuity. The initial Board shall consist of one representative from each of the (9) original members to this agreement which representative shall be appointed by resolution of the respective governing body for the following terms:

1. City of Bellevue with term of 3 years;
2. Central City with term of 3 years;
3. City of Gothenburg with term of 3 years;
4. City of Holdredge with term of 2 years;
5. City of Lexington with term of 2 years;
6. City of Nebraska City with term of 2 years;
7. City of Seward with term of 1 year;
8. South Sioux City with term of 1 year; and
9. City of Wayne with term of 1 year.

The term of office of the initial Board of Directors shall commence on the date of the first organizational meeting of the NCEA and conclude on December 31st, 2015. All subsequent terms of office shall commence on January 1st and conclude on December 31st.

b. **Eligibility.** In addition to any other eligibility requirements, a Board candidate must be a NCEA member representative. No NCEA member may be represented by more than one (1) representative on the Board.

c. **Nominating Committee.** The Nominating Committee shall recommend candidates for the Board to the NCEA membership and in the case of vacancies, to the Board. The Nominating Committee shall consist of representatives of NCEA members and shall be appointed by the Board. The Board shall determine the size of the Nominating Committee, set terms for those serving on the Committee, fill vacancies on the Committee, and assign to the Committee such other and additional duties, powers, privileges, and authority as the Board may, in its bylaws or otherwise, determine appropriate or necessary.

d. **Membership Meeting for Appointment of Board Members.** An annual meeting of NCEA members shall be held for the purpose of approving Board candidates nominated by the Nominating Committee. Each NCEA member shall be entitled to one (1) vote which shall be cast by the Voting Delegate duly designated by the NCEA member. A vote of the majority of Voting Delegates present or participating in a membership meeting shall constitute approval by the NCEA membership. Membership meetings shall be conducted in accordance with the Nebraska Open Meetings Act, NEB. REV. STAT. §§ 84-1407 (Reissue 2008), *et. seq.* as the same may from time-to-time be amended. Robert's Rules of Order, latest edition, shall govern all membership meetings. The Board shall set the date of the membership meeting and may establish such rules for meetings in its bylaws or otherwise, as it determines appropriate or necessary.

e. **Vacancies.** If a member of the Board of Directors at any time during his or her term of office no longer meets the requirements for the initial appointment of the member, or resigns or no longer is able to serve as a member of the Board of Directors, the office of such Board member shall be deemed to be vacant as of the date such Board member no longer meets such requirements or resigns or is no longer able to serve as a member of the Board. A vacancy on the Board shall be filled by approval of the Board upon a recommendation made by the Nominating Committee. In recommending a person to fill a vacancy, the Nominating Committee shall give preference to a person representing the same NCEA member represented by the vacant Board member. The person appointed by the Board to fill a vacancy shall serve until a new Board member is appointed by the NCEA membership at the next annual membership meeting.

f. **Meetings and Conduct of Business.** Meetings of the Board shall be conducted at least annually and at such other frequent times as may be required by the business of NCEA or governing law. A majority of Board members shall constitute a quorum for the transaction of business and a majority of members thereof shall have authority to approve any item before the Board unless otherwise specifically required. Meetings shall be conducted in accordance with the Nebraska Open Meetings Act, NEB. REV. STAT. §§ 84-1407 (Reissue 2008), *et. seq.* as the same may from time-to-time be amended. Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors.

g. **Proxies.** Any person entitled to cast a vote pursuant to this Agreement may designate a proxy to vote in the absence of such entitled person. Written evidence of the designation must be submitted to NCEA prior to the intended vote and NCEA may deny proxy voting rights if it finds the evidence of designation insufficient. The Board may, in its bylaws or otherwise, establish such rules for proxy voting as it deems appropriate or necessary.

h. **Officers of the Board.** The Board shall select a chairman, vice-chairman, secretary, and treasurer.

- i. **Chairman.** The Chairman shall preside at all meetings of the Board and have such general powers and duties of supervision and management as shall be necessary and germane or required for the execution and prosecution of the affairs of NCEA.
- ii. **Vice-Chairman.** The Vice-Chairman shall serve in the absence of the Chairman and, in the Chairman's absence, shall have all of the powers and duties of the Chairman and shall have such

other powers and duties as the Chairman or members shall from time-to-time delegate to the Vice-Chairman.

- iii. **Secretary.** The Secretary shall keep minutes of all meetings conducted by NCEA and shall be the keeper of the records of NCEA.
- iv. **Treasurer.** The Treasurer shall prepare and submit in writing a quarterly report of the state of finances of NCEA and pay NCEA money only upon authorization granted by the Board or Chairman. Payment of all accounts under authorization shall be made on check signed by the Treasurer.

In addition to the foregoing, the officers shall have such other and additional duties, powers, privileges, and authority as the Board may, in its bylaws or otherwise, determine appropriate or necessary.

4. **Projects.**

a. **NET-CNCDAF Project 14/149.** With respect to the NET-CNCDAF Project 14/149, the members participating in such Project agree to cooperate with each other and other public agencies on electric vehicle infrastructure and compressed natural gas and electric vehicle use project activities at the earliest practical time to avoid delays and duplication of effort later, head off potential conflicts, and ensure that planning and project development decisions reflect environmental values. Participating members agree to coordinate to reduce duplication between requirements under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and state and local planning and environmental review requirements, unless the agencies are specifically barred from doing so by applicable law. Members participating in the NET-CNCDAF Project 14/149 also agree to provide a minimum of a 50/50 match as may be required by grants or up to \$15,000 per vehicle and \$3,600 per electric vehicle infrastructure. Said members further agree to provide appropriate insurance coverage for all equipment and vehicles purchased or leased pursuant to the NET-CNCDAF Project 14/149. Participating members also agree to provide information identifying potential impacts and mitigation issues in a combined method.

b. **Other Projects and Granting Agencies.** As determined by the NCEA Board, NCEA may develop and administer other projects and seek funding for the same. "Other projects" shall be broadly construed but must be consistent with NCEA's purpose, this Agreement, and applicable laws and regulations. "Granting agency" as used in this Agreement, shall also be broadly construed as any entity, individual, or agency providing funding which is developed or administered by NCEA.

No project may be developed or administered, nor agreement with any granting agency be entered into, by NCEA unless first being approved by the NCEA Board of Directors.

5. **Additional Members.**

a. **Method.** Additional members may be added to NCEA upon approval by the Board. Prior to becoming a new member, such designee shall be required to have the written approval of its governing body and must sign a copy of this Agreement and any amending or supplemental documents. Each new member shall be responsible for the initial contribution as described in Paragraph 7.a of this Agreement.

b. **Participation Rights.** A joining member shall not be guaranteed opportunity to participate in grants or other projects in which NCEA is already involved on the date the member joins NCEA. A member in good standing is entitled to consideration by NCEA for participation in any grants or projects in which NCEA becomes involved after the date on which the member joins NCEA.

6. **Powers and Responsibilities.** The powers and responsibilities of NCEA as carried out by the Board shall include, but not be limited to the following:

- a. Set budgets and to provide for a system of budgeting, accounting, auditing, and reporting of all NCEA funds and transactions for a depository and for the bonding of employees and officials;
- b. Establish the fiscal year of the NCEA and establish fiscal policies;
- c. Establish reasonable rules and regulations for the participation in NCEA and participate in any project or funding opportunity obtained or administered by NCEA;
- d. Seek and obtain contracts, agreements and other arrangements whereby NCEA or its members will receive support and assistance for the purpose of pursuing the objects and purposes of NCEA from such other entities as NCEA from time to time shall determine necessary or appropriate, including, but not limited to, for-profit and non-profit organizations, and all other persons, provided, however, such contract shall not exceed any authority or powers delegated to NCEA by its members;
- e. Provide for the identification, obtaining, maintenance, management, reporting, and administration of projects for grant and funding opportunities to further the best interests of the political subdivisions

which are parties hereto and the citizens of such political subdivisions consistent with the purpose of NCEA;

- f. Contract for the delegation or performance of duties imposed upon it herein including, but not limited to, the budgeting, accounting, auditing, and reporting and such other professional services including, but not limited to, legal services, financial services, and accounting services. Such contract may be with an outside party or other appropriate vendors. Such contract may be entered into with and between nonparties to this Agreement or with NCEA members;
- g. Manage and review operations;
- h. Address any related questions and concerns of the general public;
- i. Make application for any permits or licenses required by regulating agencies;
- j. Hire and fire such personnel as are needed to carry out the objectives of NCEA, fix their compensation benefits, enact personnel rules and regulations, and enter into employment agreements;
- k. Adopt bylaws and standard operating procedures regarding the organization and operation of the NCEA and amend and repeal bylaws, rules, regulations, or standard operations to carry out and effectuate its powers and purposes;
- l. Make application for and receive grants related to the purposes for which NCEA was formed;
- m. Borrow funds as necessary;
- n. Contract with and compensate consultants for professional services including, but not limited to, lawyers, accountants, and others necessary or useful and convenient to the purposes of NCEA;
- o. Sue and be sued;
- p. Acquire, hold, use and dispense appropriately of funds received;
- q. Acquire, hold, use and dispose of real and personal property for the purposes of the NCEA;

- r. Make or cause to be made any action necessary or useful and convenient to carrying out the functions of the NCEA;
- s. Have a seal and alter the same at pleasure or dispose with the necessity thereof;
- t. Make application for, receive, and accept donations, gifts, grants, the guest appropriations, or other contributions or assistance and monies, services, materials, or otherwise from the United States or any of its agencies from the State or any of its agencies or political subdivisions or from any persons and to use or expend all such contributions in carrying out its operations not inconsistent with the requirements thereof;
- u. Establish advisory groups and/or committees by appointing individuals to carry out the purposes of NCEA and pay necessary and proper expenses of such group as the Board shall determine and dissolve such groups;
- v. Select a financial agent and invest funds or property as allowed under law and in accordance with requirements imposed by any granting agency;
- w. Purchase insurance, bond any employee or agent, for the purpose of protecting NCEA and its members against liability related to the operation or functions of NCEA;
- x. Employ such persons as are necessary to carry out the purposes of NCEA and pay the necessary and proper expenses of said persons; and
- y. Make and execute contracts, leases, and other instruments necessary or convenient to the exercise of its powers.

7. **Finances and Budget.**

a. **Funding.** Annually or at such other frequent intervals as the Board may determine, each of the parties hereto shall contribute such funds as are necessary to conduct the operations of NCEA. Each member shall make an initial contribution of One Thousand Dollars (\$1,000.00). This initial contribution shall be deposited in an account in the name of NCEA at a bank insured by the FDIC and selected by the Board.

b. **Assessment.** NCEA shall be funded by the revenues derived from granting agencies and/or other sources identified by the Board, provided, however, that in the event that funds derived from granting agencies and other sources identified by the Board are insufficient to service debt of NCEA, then in and in that event, the members of NCEA shall be assessed on proportional basis based on total funding received by the member during the preceding 24 month period as compared to total funding received by all members during the same preceding 24 month period, as determined as of the date of assessment. Each member shall have 60 days after receipt of notice from NCEA that an assessment is due to contribute its share of the funds required under the terms of the assessment.

c. **Budget.** In addition to any budget, reporting, or other financial requirements of any particular project or imposed by a granting agency, the NCEA Board shall, annually, beginning no more than 30 days after the formation of the NCEA and commencement of business, and continuing each year thereafter during the existence of the NCEA, establish and adopt a budget for the administration and management of the projects undertaken by the NCEA in fulfillment of its purpose. Upon completion of the budget, the Board shall determine the assessment to be submitted by each member and shall thereafter assess each member for said amount if any said amount has been determined as an assessment.

8. **Conflicts of Interest.** The members of NCEA agree to act in good faith in fulfilling the purpose of NCEA. It is expressly acknowledged and agreed that the NCEA is a public body and no profit or dividend will inure to the benefit of any individual. No Board member, public official, contractor or agent representing NCEA shall transact any business in his or her official NCEA capacity with any entity in which he or she, or any member of his or her immediate family, has a personal interest, without prior approval of the NCEA Board.

9. **Limitation of Liability.**

a. **Indemnification.** Each member shall indemnify and hold harmless NCEA against any and all losses, claims, liabilities, suits or judgments, costs and expenses suffered by NCEA as a result of the member's breach of any obligation undertaken by such member or representation made by such member. NCEA shall likewise indemnify and hold harmless each member against any and all losses, claims, liabilities, suits or judgments, costs and expenses suffered by such member as a result of NCEA's breach of any obligation undertaken by NCEA.

b. **Right to Inspect.** Members shall have the right to inspect the books or records maintained by NCEA upon demand made to NCEA and costs of such inspection shall be the responsibility of the inspecting member.

c. **Participation.** No member shall be liable for any expenses or costs with respect to any project in which the member is not a participant or a recipient of funding or other benefit.

10. **Adherence to Applicable Requirements.** The NCEA members agree to:

- a. Pass appropriate ordinances or resolutions requiring compliance with any reporting or other requirements imposed by applicable law, NCEA or a granting agency; and
- b. Submit such forms, financial reporting, or other information as is required by applicable law, NCEA or a granting agency.

11. **Withdrawal of Member.** In the event any member of NCEA desires to withdraw from this Agreement, said member shall forfeit any future opportunities for funding administered by NCEA, but shall remain liable for fulfillment of any obligation undertaken by the withdrawing member with respect to any granting agency, or the NCEA, and shall remain responsible for any unpaid assessments assigned to the member by the NCEA and any financial assurances that may have been provided by the member to the NCEA or a granting agency. Any member seeking to withdraw from membership in NCEA shall file in the office of NCEA a certified copy of the resolution of the member's governing body approving withdrawal and the withdrawal shall be effective upon such filing.

12. **Termination of Agreement.**

a. **Duration.** NCEA shall continue in existence and operation for the active life of the NET-CNCDAF Project 14/149, including all phases of the NET-CNCDAF Project 14/149, and thereafter as determined by the Board to be beneficial to the constituents of the members hereto, unless terminated as herein provided, but this Agreement shall terminate on or before the date which is sixty (60) years after execution of this Agreement by the first member unless extended in writing and approved by the Board.

b. **Dissolution.** NCEA may be dissolved by the adoption of resolutions approving such action by the governing body of each member, provided that NCEA may not be dissolved until all funding obligations, including but not limited to any reporting or other obligations to a granting agency, outstanding notes, agreements, or contractual obligations and legal claims shall have been satisfied in full. Upon dissolution of NCEA, each member in good standing shall become the owner of a fractional undivided interest in all remaining assets of NCEA. Each member's undivided fractional interest in such assets shall be determined in accordance with the total membership of NCEA at time of dissolution.

13. **Miscellaneous.**

- a. **Amendment and Modification.** This Agreement may be amended or modified only upon the unanimous approval of the Board.
- b. **Assignment.** No member may assign its rights under this Agreement.
- c. **Counterparts.** Original counterparts of this Agreement shall be executed and delivered by each member to the NCEA. Executed originals shall be placed on file at an office designated by the Board. The members agree that the separately executed copies of this Agreement constitute the NEBRASKA COMMUNITY ENERGY ALLIANCE INTERLOCAL COOPERATION AGREEMENT of the NCEA and shall be given full force and effect.
- d. **Effective Date.** This Agreement shall become effective upon the signing of all governing bodies of the respective original nine (9) named members hereto after each such member has adopted resolution approving and authorizing the execution of this Agreement. The NCEA established hereby shall come into existence upon the first meeting of the NCEA at a duly called public meeting. Each member shall provide to the NCEA a certified copy of each resolution approving and authorizing the execution of this Agreement and designating a Voting Delegate for the purpose of the annual membership meeting.
- e. **Governing Law.** This Agreement and all disputes related to or arising therefrom shall be governed, construed, and enforced in accordance with the laws of the State of Nebraska, without regard to conflict of law rules, and exclusive jurisdiction of any dispute shall rest with the courts of the State of Nebraska.
- f. **Integration.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those expressly set forth herein. All prior and contemporaneous negotiations, discussions, memos and other writing are merged and incorporated herein, it being the intention of the parties that this be a final and full expression of the their agreement. No agent, employee or other representative of any party hereto is empowered to alter any of the terms herein unless such alteration is done in writing and signed by all parties hereto.

- g. **Severability.** If any provision, term, or clause in this Agreement is held unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

- h. **Headings.** The headings used in this Agreement are for convenience only and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this agreement on the dates shown next to their respective signatures as follows:

City of Bellevue, Nebraska
By: _____ Date: _____
Print name and title: _____

Central City, Nebraska
By: _____ Date: _____
Print name and title: _____

City of Gothenburg, Nebraska
By: _____ Date: _____
Print name and title: _____

City of Holdrege, Nebraska
By: _____ Date: _____
Print name and title: _____

City of Lexington, Nebraska
By: _____ Date: _____
Print name and title: _____

By: **City of Nebraska City, Nebraska** _____ Date: _____

Print name and title: _____

By: **City of Seward, Nebraska** _____ Date: _____

Print name and title: _____

By: **South Sioux City, Nebraska** _____ Date: _____

Print name and title: _____

By: **City of Wayne, Nebraska** _____ Date: _____

Print name and title: _____

RESOLUTION NO. 2014-53

A RESOLUTION APPROVING THE SIGNING OF THE PROJECT PROGRAM AGREEMENT BETWEEN THE CITY OF WAYNE AND THE STATE OF NEBRASKA DEPARTMENT OF ROADS (NDOR) FOR THE WAYNE TRAIL PHASE II PROJECT.

Whereas: The City of Wayne, Nebraska, is proposing a transportation project for which it would like to obtain Federal funds; and

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

Whereas: The City of Wayne, Nebraska, and NDOR wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Wayne, Nebraska, that Ken Chamberlain, the Mayor of the City of Wayne, is hereby authorized to sign the attached Project Program Agreement between the City of Wayne, Nebraska, and the NDOR. The City of Wayne, Nebraska, is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number: STPB-90(4)

NDOR Control Number: 31777

NDOR Project Name: Wayne Trail Phase II

PASSED AND APPROVED this 17th day of June, 2014, at Wayne, Nebraska.

The City Council of Wayne, Nebraska

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

ATTEST:

City Clerk

AGREEMENT

CITY OF WAYNE
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. STPB-90(4)
CONTROL NO. 31777
WAYNE TRAIL PHASE II

THIS AGREEMENT, is made and entered into by and between the City of Wayne, a local public agency ("LPA") and the State of Nebraska, Department of Roads, hereinafter referred to as the "State," and sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, LPA has requested to occupy State's right-of-way with a trail, of which a portion under crosses Highway N-35 in a box culvert, ("Trail"), as shown on Exhibit "A" attached and hereby incorporated in this agreement; and

WHEREAS, Neb. Rev. Stat. §39-1359 requires that State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because Trail will be located on and under Highway 35 within the right-of-way, therefore LPA is required to obtain a permit to occupy the right-of-way for Trail; and

WHEREAS, pursuant to Neb. Rev. Stat. §39-1339, LPA shall be responsible for the maintenance of the Trail, and

WHEREAS, LPA is willing to obtain and maintain in force insurance in the amounts required herein by State, and

WHEREAS, LPA has authorized the Mayor of the LPA to execute this agreement as evidenced by the resolution of the City Council, attached hereto as Exhibit "B" and made a part of this agreement, and

WHEREAS, LPA is agreeable to being solely responsible for all costs and liability for the design, construction, maintenance, operation, reconstruction, or removal of the Trail, and

WHEREAS, State is willing to permit the LPA's work on and occupation of State's property so long as that work is completed at no cost or liability to State, and

WHEREAS, LPA concurs that the future State roadway improvements and maintenance activities may adversely impact Trail and that all work to design, remove, relocate, construct, reconstruct, operate or maintain Trail to accommodate State's work shall be accomplished solely at LPA's cost.

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

SECTION 1. DURATION OF THE AGREEMENT This agreement becomes effective upon the proper execution of the agreement by both parties. The duration of this agreement and the State's Permit to Occupy the State's Right of Way shall be twenty five years from the date of execution of the agreement. At the completion of the twenty five year term, renewal for an additional twenty five year term shall be automatic unless the State notifies the LPA one calendar year in advance of the end of the initial twenty five year term. The renewal shall not be unreasonably denied by State. At the end of the second twenty five year term, this agreement will terminate unless extended by supplemental agreement. The duration of this agreement is subject to the State's right to reconstruct N-35, as described elsewhere in this agreement.

SECTION 2. NO COST TO STATE The Parties expressly agree that this agreement is executed for the benefit of LPA and that the parties intend that all costs and liability for the design, construction, maintenance, operation, reconstruction, removal of the Trail and restoration of State property will be the sole responsibility of LPA, and, except as expressly provided herein, shall be accomplished at no cost to State.

SECTION 3. FUNDING FOR TRAIL The Parties agree LPA intends to seek Federal funding for the Trail. Nothing in this Agreement is intended to make the LPA ineligible for such funding.

SECTION 4. PLANS PREPARATION The LPA will prepare plans for Trail undercrossing N-35 as shown in Exhibit "A". LPA will design Trail to accommodate the existing drainage patterns and construct drainage facilities that are consistent with and will not adversely affect the operation of State's drainage facilities. LPA will, at LPA's sole expense, design, construct, and inspect the construction of Trail. Further, LPA will design, construct, operate, and maintain Trail to conform to federal and state law and rule and regulation concerning accommodation of the disabled. LPA will, at LPA's sole cost, maintain in good repair, operate, reconstruct, and, if necessary, remove Trail and restore State's property. When the plans for Trail are completed, the Parties will enter into a supplemental agreement which incorporates into this agreement the State's Permit to Occupy State right-of-way including LPA's final plans and specifications for Trail. These plans shall include, but not be limited to, work zone traffic control, grading, box culvert, surfacing, drainage and erosion control work.

SECTION 5. PERMIT TO OCCUPY STATE'S RIGHT-OF-WAY LPA will submit to State an application for a permit to perform work on State's right-of-way and to occupy State's right-of-way including final plans for the Trail to State for review through State's right-of-way permit process prior to work occurring on State's right of way. LPA will conduct no construction work on State's right-of-way prior to State issuing a permit to Work on and Occupy State's right-of-way. In the event provisions of this agreement conflict with provisions of State's permit to occupy the State's Right of Way, the provisions of this agreement shall govern.

SECTION 6. CONTRACT LETTING AND CONTRACTOR INSURANCE The LPA will use a competitive bidding process to let to contract the work contemplated under this agreement. LPA shall require a performance and payment bond of its contractor in the amount of the bid and in the form set out on Exhibit "C" attached and hereby incorporated in this agreement. The construction contract will be between LPA and its selected construction contractor. State requires that LPA's contractor obtain and maintain in force for the life of LPA's contract insurance coverage meeting the requirements of Exhibit "D" attached and hereby incorporated in this agreement. Contract bids from contractors who do not provide evidence of meeting the requirements of Exhibit "D" shall not be considered.

SECTION 7. CONSTRUCTION The LPA will complete all aspects of Trail construction at its sole cost. State has a right but not a duty to inspect the completed work or phases of the work located on State right-of-way. Any State inspection shall be conducted at State's cost. A decision on the part of State to inspect or not to inspect LPA's work during the course of construction does not relieve LPA of the responsibility to complete the work in accordance with the agreements of the Parties.

SECTION 8. PROFESSIONAL SERVICES The professional design services for work to be constructed on State's right-of-way under this agreement shall be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the plans and specifications and the issuing of a permit to construct the Trail does not constitute a waiver of liability.

In the event the professional **construction engineering** services for work to be constructed on State's right-of-way under this agreement are not completed by State on behalf of LPA, LPA shall ensure such services will be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the construction of the Trail does not constitute a waiver of liability.

SECTION 9. PROFESSIONAL PERFORMANCE State will rely on the professional performance and ability of LPA. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve LPA from any liability or expense that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from LPA, damages that are caused by the LPA due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the LPA the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, LPA shall make such revisions without expense to State. The LPA's legal liability for all damages incurred by State caused by error, omission, or negligent acts of the LPA will be borne by LPA without liability or expense to State.

SECTION 10. FUTURE HIGHWAY CONSTRUCTION INCLUDING NEPA The Parties understand that Trail will undercross State's highway and that N-35 is subject to future roadway work which may adversely impact Trail. This agreement is entered into expressly subject to any future highway operation, maintenance, resurfacing, rehabilitation, or reconstruction deemed necessary by State. The following is State's present plan for highway work in the affected area.

- a. N-35. At the time of the execution of this agreement, State has no construction projects planned for N-35 at the location of Trail. The pavement condition on N-35 at the location of Trail indicates that sometime in the next ten years the roadway may need to be rehabilitated or resurfaced. This work may require adjustment of Trail to accommodate the highway work.
- b. The Parties further agree that all Trail work necessary to facilitate the operation, maintenance, resurfacing, rehabilitation, or reconstruction of N-35 will be accomplished at LPA's sole expense. LPA is hereby notified that, in order to satisfy the requirements of the National Environmental Policy Act (NEPA), State has been required to perpetuate or provide alternate routes when trails located on the right-of-way are impacted by a federal aid highway project. LPA agrees that any work required to satisfy the requirements of NEPA related to Trail on State's right-of-way will be accomplished at the sole financial responsibility of LPA.

SECTION 11. INDEMNIFICATION AND LPA INSURANCE

- a) **INDEMNIFICATION** LPA shall indemnify and hold harmless, to the fullest extent allowed by law, State, its agents, employees and representatives, from all claims, demands, suits, actions, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of LPA under this Agreement. State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of LPA under this Agreement, or the design, planning, performance, or completion of the work that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including

the loss of use resulting therefrom, that is caused in whole or in part, either directly or indirectly, by LPA or any LPA agents or representatives. State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of use of Trail or the security of persons using the Trail and highway undercrossing that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting there from, that is caused in whole or in part, either directly or indirectly, by LPA or any LPA agents or representatives. LPA further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by LPA or its agent, or anyone contracting with LPA for such hereunder.

b. **LPA INSURANCE** For the duration of this agreement, LPA shall carry at least the insurance required on Exhibit "E" covering the Trail and the area of State property occupied by the Trail, the terms of which are hereby included in this agreement by reference.

SECTION 12. TRAIL OPERATION RESPONSIBILITIES LPA agrees, at no cost to the State, to be solely responsible for the operation (including security of Trail users), inspection, maintenance, repair, restoration, or when necessary, reconstruction of the Trail to its as-constructed condition. LPA shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the lighting system which may be constructed on highway right-of-way as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. LPA shall provide electrical energy for dusk-to-dawn lighting. The lighting level shall be uniform and constant through the hours of darkness. LPA shall be responsible for the inspection, maintenance, and repair of the trail undercrossing lighting system, at Municipality's cost. Municipality's duties shall include, but are not limited to, the following:

- repair or replacement of all defective and burned out lamps;
- routine cleaning of luminaires; and
- repair or replacement of any part of the roadway lighting system which might be necessary as a result of material deterioration, mechanical or electrical failure

LPA is also responsible for damage to Trail caused by vehicle crashes, vandalism, or other acts or omissions. LPA further agrees that State has no duty to inspect, report, or remedy observed conditions (even if State has notice of said condition) on the Trail. LPA shall be responsible for collecting any and all damages from the person(s) or entities that caused damage to the Trail. Permission to use State's right-of-way to perform maintenance of the Trail is covered under the permit issued by State including periodic maintenance access to the site from State's highway. Additional modification to the State's property must be reviewed by State and permission of State granted in writing, ordinarily in the form of a right-of-way permit.

SECTION 13. PROTECTION OF UTILITIES LPA will protect or cause to be protected the utilities within the highway right-of-way, and repair or replace such when damaged during the performance of work of LPA under this Agreement.

SECTION 14. NOTICE TO STATE The LPA will notify the Office of State's Highway District Engineer at the specific milestones in the construction as detailed below.

- a. Forty eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- b. Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- c. Upon completion of the construction.

SECTION 15. ADDITIONAL LPA DUTIES The LPA further agrees:

- a. To complete the construction of the Trail according to the plans and specifications reviewed by State.
- b. To present for the review by State any changes to the reviewed construction plans prior to initiating the change.
- c. To install prior to construction and maintain during construction traffic control devices in accordance with the traffic control plans reviewed by State. To present for the review of State changes in the reviewed traffic control plans prior to accomplishing the change.
- d. To notify in writing State's Highway District Engineer or his designee of the completion of the construction. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the reviewed plans and specifications.
- e. That State retains the authority to make future changes to N-35 including changes to LPA's Trail as necessary to address the needs of the highway system or public safety. In the event State, as a part of its duties to maintain and operate N-35, must change the Trail, LPA shall be solely responsible for the design, modification or reconstruction of LPA's Trail, or the cost thereof, to accommodate State's highway changes and for temporary construction to allow the State's work to progress. The LPA will be responsible for any damages to State resulting from the delay in completing a highway improvement, including but not limited to:
 - (i) further deterioration of the roadway or its appurtenances, and
 - (ii) inflation in the cost of a highway improvement, and
 - (iii) liability for crashes arising out of the delayed completion of the highway improvement.

In the event State determines that required construction, reconstruction, modification or maintenance of the roadways cannot wait for LPA to relocate Trail, LPA will be responsible for any and all damages associated with State accomplishing the contemplated construction, reconstruction, modification or maintenance of N-35. The LPA will hold the State harmless for damages due to the delay in letting or constructing a project in this location of the highway system due to the coordination for the Trail.

- g. To be solely responsible for any claims, damages, or lawsuits related to the operation of the Trail constructed as a part of LPA's project.
- h. **LPA shall be responsible for the part of the Trail crossing under the Highway as if LPA owned the land on which Trail is located.**

SECTION 16. ADDITIONAL STATE DUTIES State agrees:

- a. To review the plans and permit application and, if appropriate, to issue a permit to construct,

- operate, repair, maintain, reconstruct and, if necessary, remove the Trail from N-35.
- b. To respond in a timely manner to requests for review of plan changes and reviews of the work.
 - c. To notify LPA one year in advance of construction of a project that may require reconstruction of a part or whole of Trail.

SECTION 17. TERMINATION OF AGREEMENT

This Agreement may be terminated upon the occurrence of any of the following events, each an "Event of Default":

- a. LPA abandons Trail. For the purpose of this Agreement, "Abandon" shall be considered to occur in the event of any of the following:
 - i. LPA notifies State that it is abandoning Trail.
 - ii. LPA fails to maintain in effect the insurance required by this agreement and fails to cure by acquiring or reactivating the required insurance within fourteen (14) calendar days after receipt of notice to cure in writing from State.
 - iii. LPA fails to design and construct trail within three (3) years of the execution of this agreement and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - iv. LPA fails to maintain, operate, repair, or restore trail and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - v. LPA fails to, if necessary, reconstruct Trail within three (3) years following the removal of the trail or a portion thereof for highway activities and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day

notice period and diligently pursues cure to full compliance.

- vi. Other than specifically provided in this section, LPA fails to cure to the reasonable satisfaction of State, any non-performance or non-compliance with any of the terms, provisions, covenants or conditions contained in this Agreement within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
 - vii. LPA fails to make adjustments to Trail as necessary to provide for State's design, operation, maintenance, repair, resurfacing, restoration, rehabilitation, or reconstruction of State's highway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and LPA commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- b. LPA's Trail adversely affects State's ability to design, construct, maintain, repair, resurface, rehabilitate, restore or reconstruct State's highway including all right-of-way and appurtenances thereto.
 - c. LPA fails to construct Trail in accordance with the approved plans and State's permit.
 - d. LPA fails to follow the contracting provisions required by this agreement.
 - e. State or Federal law, rule or regulation effects a change in the statutory environment which renders this agreement or parts thereof void.
 - f. State or Federal law, rule or regulation effects a change in the statutory environment which creates duties or responsibilities as a result of this agreement that are considered, in State's sole discretion, too onerous for State.

Upon the occurrence of an Event of Default, as stated above, State may terminate the Agreement by delivering to LPA a written notice of termination ("State Notice of Termination") specifying the effective date of termination, which may be immediate. Upon receipt of the State Notice of Termination, LPA will within 180 days perform the duties and responsibilities under Section 20 of this agreement and peaceably surrender the premises to State.

In the event LPA does not so surrender the premises, State may enter upon the same by due process of law and expel LPA and repossess and enjoy the premises as though the Term had expired;

provided, however, that nothing in this Agreement shall preclude LPA from challenging whether there has occurred an Event of Default in an action or proceeding that may be brought in any court of competent jurisdiction, in which event, LPA shall have the right to continue to occupy and use the premises until any such action or proceeding has become final and not subject to an appeal. The immediately preceding proviso shall not apply and State will be entitled to the possession of the premises when the reconstruction of N-35 requires that the premises be vacated for such construction, at the sole discretion of State.

Notwithstanding any provision in this Agreement to the contrary, LPA may terminate this Agreement at any time during the Term upon not less than sixty (60) days written notice to State specifying the effective date of termination and LPA will within 180 days perform the duties and responsibilities under Section 20 of this agreement and then peaceably surrender the premises to State.

SECTION 18. COMPLIANCE WITH LAW The cost of complying with applicable future laws, rules, regulations or policies of the federal or state government or its representatives not in force at the time of this agreement or not disclosed or addressed in this agreement shall be the responsibility of the LPA and such compliance shall be accomplished at no cost to the State.

SECTION 19. NOT A JOINT VENTURE The parties acknowledge and agree that this Agreement does not create, nor is it intended to create, an agency relationship, a partnership or joint venture, or any other form of entity or relationship between the Parties where one party may be legally responsible for the other party's actions.

SECTION 20. RESTORATION OF STATE'S RIGHT-OF-WAY LPA shall remove Trail and restore State's right-of-way to its pre-existing condition (1) at the end of the term of the agreement, (2) in the event the Trail is abandoned by LPA or, (3) State or LPA terminates this agreement. In the event LPA fails to accomplish the work under this Section in the time frame stipulated, State may complete the work at LPA's sole cost. LPA shall reimburse State for all costs associated with the performance of this work.

SECTION 21. NOT A WAIVER OF IMMUNITY. The parties intend that, to the maximum extent permitted by law, this agreement shall not be interpreted as a waiver of the defense of governmental immunity, including those exceptions listed in the Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §13-910) or the State Tort Claims Act (Neb. Rev. Stat. §81-8,219).

SECTION 22. ENTIRE AGREEMENT This Agreement, the Federal Aid Project Program Agreement and Supplements thereto, and any permit to occupy State Right-of-Way constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained in these instruments, and these instruments supersede all other communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the parties hereby execute this agreement pursuant to lawful authority as of the dates signed by each party.

EXECUTED by LPA this _____ day of _____, 2014.

WITNESS:
Betty A. McGuire

CITY OF WAYNE
Ken Chamberlain

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2014.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, P.E.

Roadway Design Engineer

RECOMMENDED:

District Engineer

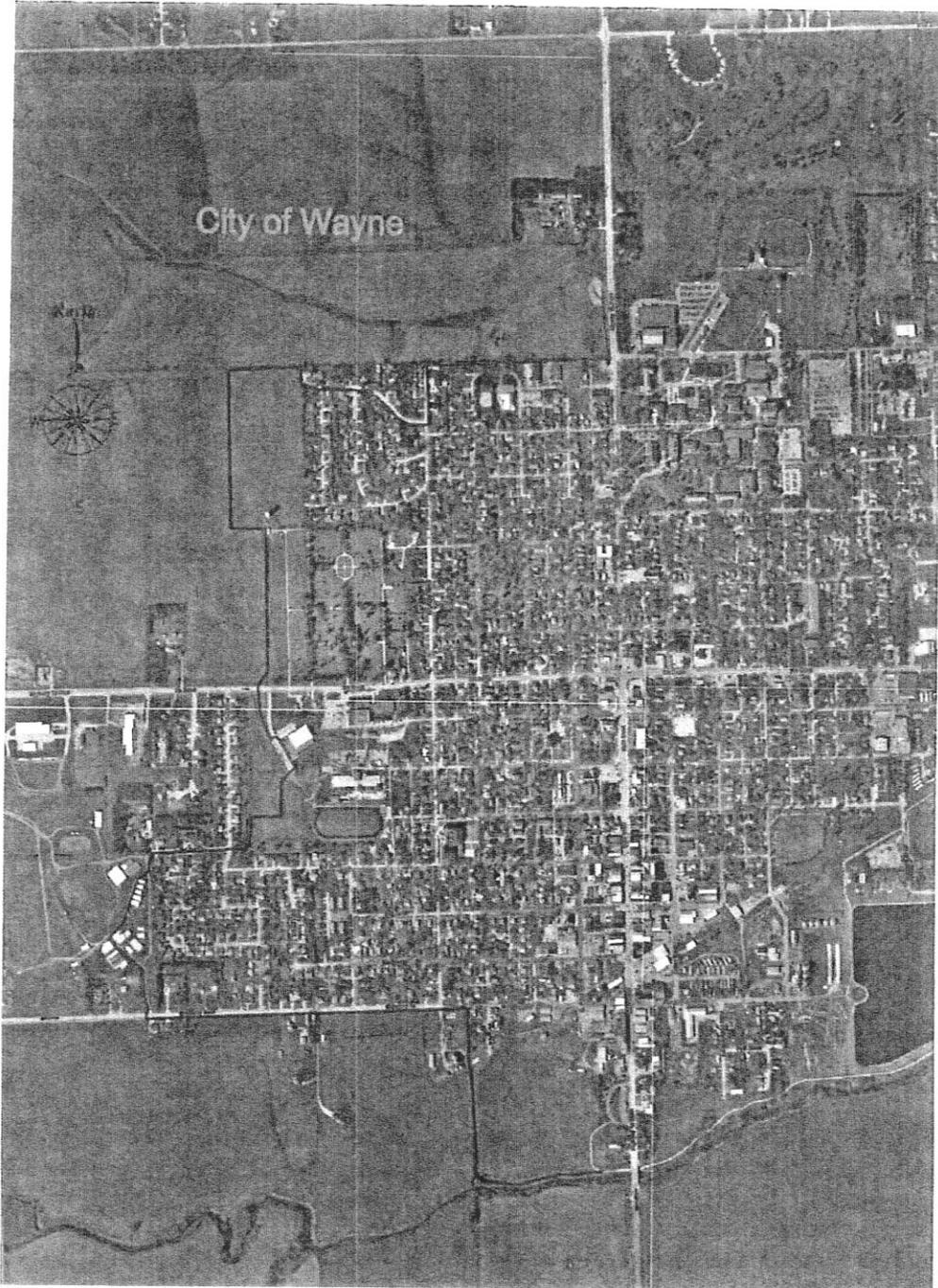


EXHIBIT "A"

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we as principal,

and _____ as sureties, are held and firmly bound

unto the Lower Platte South Natural Resources District in the penal sum of \$ **0.00** dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date _____, A.D. 20 _____.

The condition of the obligations is such that whereas, the above bounden of _____ has been awarded by the Lower Platte South Natural Resources District, the various groups of work, including all items contained in each specified group of work being groups numbered: _____ on Project No. _____ in _____ County(ies), Nebraska copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said _____ as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden of all overpayments made to said principal by the Lower Platte South Natural Resources District, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, which may accrue, pursuant to Sections 77-3103 to 77-3112 or any other provision of law, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this _____ day of _____, 20 _____.

Surety

Attorney-in-Fact (Signature)

Principal (Signature)

Attorney-in-Fact (Printed Name)

Principal (Printed Name)

Agency Business Name

Title

Agency Business Address

Phone Number

LIABILITY INSURANCE

Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:

1. General Liability:
Limits of at least:
 - \$ 1,000,000 per Occurrence
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Completed Operations Aggregate
 - \$ 1,000,000 Personal and Advertising Injury
 - a. Contractor shall be responsible for the payment of any deductibles.
 - b. Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
 - c. The General Aggregate shall apply on a Per Project Basis.
 - d. The State of Nebraska, Department of Roads, shall be named as an Additional Insured on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
 - e. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.
 - f. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
 - g. If work is being performed near a railroad track, the 50' railroad right-of-way exclusion must be deleted.
 - h. Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
 - i. Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
 - j. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.
2. Automobile Liability:
Limits of at least:
 - \$ 1,000,000 CSL per Accident
 - a. Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
 - b. If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
 - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads, shall be added to the policy.
 - d. Automobile liability coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.

3. Workers' Compensation:
Limit: Statutory coverage for the State where the project is located.
Employer's Liability limits: \$500,000 Each Accident
\$500,000 Disease – Per Person
\$500,000 Disease – Policy Limit
 - a. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to the policy.
 - b. Workers' compensation coverage shall be obtained from an insurance carrier who is licensed with the Nebraska Department of Insurance.
 - c. Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.
4. Umbrella/Excess:
Limits of at least:
\$1,000,000 per Occurrence
 - a. Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
 - b. The State of Nebraska, Department of Roads, shall be an "Additional Insured."
 - c. Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Roads. Waiver of subrogation in favor of the State of Nebraska, Department of Roads shall be provided.
5. Pollution Liability:
 - a. When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
 - c. Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."
6. Additional Requirements:
 - a. The Contractor shall provide and carry any additional insurance required by the Special Provisions.
 - b. Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
 - c. If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
 - d. Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
 - e. Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Roads evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Roads as the certificate holders.
 - f. For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the Department when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or

termination to the Department at the address listed below by mail (return receipt requested), hand-delivery, or facsimile transmission within 2 business days of receipt by Contractor of any such notice from an insurance carrier. Notice shall be sent to:

Nebraska Department of Roads
Construction Division --- Insurance Section
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759

Facsimile No. 402-479-4854

- g. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- h. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- i. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

INSURANCE REQUIREMENTS FOR TRAILS ON STATE PROPERTY

Trail Owner agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to Trail Owner's duties under this Agreement to construct, operate, maintain, inspect, repair and reconstruct a trail on State highway right-of-way,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Trail Owner from loss associated with the Trail Owner's duties. Also, Trail Owner shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

\$ 2,000,000 Per Occurrence

\$ 4,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Trail Owner shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply only to the subject trail.
- The State of Nebraska, Department of Roads, shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If any part of Trail is located near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for Trail Owner to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be

further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Trail Owner.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident
\$100,000 Disease – Per Person
\$500,000 Disease – Policy Limit

- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State of Nebraska, Department of Roads shall be added to, or included in, the policy

Umbrella/Excess –

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The State of Nebraska, Department of Roads, shall be an "Additional Insured".
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of subrogation in favor of the State of Nebraska, Department of Roads shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the State in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s), to be issued at least annually.
- For so long as insurance coverage is required under this agreement, the Trail Owner shall have a duty to notify the State when the Trail Owner knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Trail Owner must forward any pertinent notice of cancelation or termination to the State, at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Trail Owner of any such notice from an insurance carrier. Notice shall be sent to:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Trail Owner or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Trail Owner or its subcontractors, or tier subcontractors of any responsibility or liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification applicable to this work or contract, the greater limit or coverage requirement shall prevail.

RESOLUTION NO. 2014-54

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A NEW LIGHT DUTY PICKUP THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD.

WHEREAS, the Chief of Electric Production has prepared specifications for a new light duty pickup and related equipment; and

WHEREAS, the Chief of Electric Production's recommendation is to purchase from the State Bid system and purchase said vehicle through Arnie's Ford for the sum of \$36,216.00, which was considered the base bid and includes all items called for in the specifications, unless otherwise noted.

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

1. That the specifications for the light duty pickup and related equipment be and the same are hereby approved.
2. That the cost for said light duty pickup and related equipment be and the same are hereby approved.

PASSED AND APPROVED this 17th day of June, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

GENERAL

The pickup truck to be furnished shall meet or exceed all the following requirements or the bid may be rejected.

Unit shall be of standard design and a current model under regular production by the manufacturer.

Furnish all accessories necessary for proper and satisfactory operation of the truck whether or not specifically called for below.

A. Model

New 2014 and of the latest design for two wheel drive pickup. Extended Cab with 6 ½ ' Style side box on 145.0" wheel base or greater. *Vinyl Seats*

B. GVWR

Not less than 6,700 pounds.

C. Engine

V-6, gasoline powered, not less than (3.7 L) engine.

D. Transmission

Shall be heavy-duty, automatic.

E. Differential

Rear shall be locking or limited slip type.

F. Bi-Fuel

Bi-Fuel prep including Natural Gas Conversion.

G. Tires and Wheels

Tires and wheels shall be standard for the GVW requirements. M/S rated steel belted radials. A mounted spare tire and wheel shall be furnished to match others supplied with vehicle.

H. Paint

Primed and painted standard manufacturer's white. IF more than one white is available, a selection chart to be provided for bid.

I. Battery and Electrical

Heavy-duty maintenance-free battery. Alternator shall be a minimum of 85 AMP.

J. Extra Equipment

Full width heavy-duty seat

Rear heavy-duty, step style bumper

Engine gauge group: including speedometer, odometer with trip, voltmeter, temperature, Oil pressure, and tachometer,

Trailer towing package

AM-FM Radio with clock

Exterior Mirrors: swing away type, minimum 5x8

Power Equipment Group including Windows and Locks

Tilt Wheel and Cruise Control

Air conditioning

Tubular Step Bars

K. Delivery and Warranty

Vehicle shall be delivered to the bidder's dealership address on or before July 1, 2014, fully equipped in accordance with the specifications and proposal; fully serviced and washed. The service shall be equivalent to that given by the dealer to the retail segment of hi trade as prescribed by the manufacturer. The original Manufacturer's State of Origin, a service authorization card, and a properly executed service and warranty policy will accompany the pickup.

Vehicle will be completely checked by the vendor to ensure conformance with manufacturer's specifications and the City of Wayne's requirements as stated herein. Any and all exceptions to this specification must be attached to the quotation requirements, in type written format. Noncompliance can void your quotation.

L. General Information

This specification shall be complied with in its entirety before final payment will be made.

This vehicle bid must meet or exceed the above minimum specifications.

All items specified must be factory installed, inspected, tested and calibrated, as required, except that manufacturer's policies pertaining to dealer installation of minor accessories will be honored.



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

June 2, 2014

WAYNE CITY CLERK
PO BOX 8
306 PEARL STREET
WAYNE NE 68787

RE: Manager Application Toninessa Prochaska

LICENSE #B-75206

Dear Clerk:

Enclosed is a copy of a manager application for Toninessa Prochaska in connection with G's Quick Stop, located in Wayne.

Please present this application for manager to your City/Village Council or County Commissioners and send us the results of their action.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Rodriguez".

Jacqueline Rodriguez
Licensing Division
NEBRASKA LIQUOR CONTROL COMMISSION
402-471-2571

encl.

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

William F. Austin
Commissioner

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

NEBRASKA LIQUOR CONTROL COMMISSION

MAY 21 2014

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MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration in the State of Nebraska
- ✓ Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.
- ✓ 21 years of age or older

JR

Name of Corporation/LLC: GO MIRAGE LLC

Liquor License Number: 075206 Class Type B
(if new application leave blank)

Premise Trade Name/DBA: G's Quick Stop

Premise Street Address: 1034 N. Main Street

City: Wayne County: NE Zip Code: 68787

Premise Phone Number: 402-833-5177

Email address: guozen01@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi

G. Guozen

(Faxed signatures are acceptable)



1400011100

Manager's information must be completed below. PLEASE PRINT CLEARLY

Last Name: Prochaska First Name: Toninessa MI: L

Home Address (include PO Box if applicable): 302 W. 2nd Street

City: Wayne County: Wayne Zip Code: 68787

Home Phone Number: 402-369-4486 Business Phone Number: 402-833-5177

Social Security Number: _____ Drivers License Number & State: H12825925

Date Of Birth: 09/18/1984 Place Of Birth: Lander, WY

Email address: toninessap@hotmail.com

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YES

NO

NEBRASKA LIQUOR

CONTROL COMMISSION

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Wayne, NE	2004	current			

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	current	G's Quick Stop	Gurkan Ozenci	402-833-5177
2008	2011	Sneaky Jake's	Renee Jacobsen	402-833-5252

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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YES NO

NEBRASKA LIQUOR CONTROL COMMISSION

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
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		MAY 21 2014
		NEBRASKA LIQUOR CONTROL COMMISSION

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Toninessa L. Prochaska Manager	2011-current	G's Quick Stop 1034 N. Main St. ,Wayne, NE 68787
Toninessa L. Prochaska Supervisor	2008-2011	Sneaky Jake's 118 E. 2nd St., Wayne, NE 68787
Toninessa L. Prochaska Bartender/Waitress	2005-2008	Riley's 113 S. Main St., Wayne, NE 68787

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

YES NO

state patrol office will send finger prints.

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.


Signature of Manager Applicant

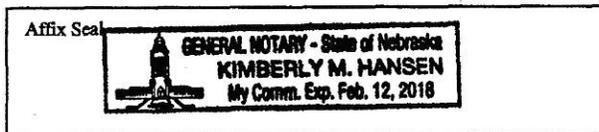
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**NEBRASKA LIQUOR
CONTROL COMMISSION**

ACKNOWLEDGEMENT

State of Nebraska
County of Waive The foregoing instrument was acknowledged before me this
19 May 2014 by Tommasa Procnoska
date name of person acknowledged


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.