

**AGENDA  
CITY COUNCIL MEETING  
August 19, 2014**

**1. Approval of Minutes – August 5, 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. Public Hearing: To Consider the Planning Commission’s Recommendation in regard to Rezoning an area approximately 45 acres in size and more particularly described as part of the West ½ of the SW ¼ of Section 1, Township 26 North, Range 3 East in Wayne County, Nebraska described as Tax Lots 32, 34 and 35, from A-1 Agricultural to A-2 Agricultural Residential. The applicants, Todd and Cheryl Luedeke, wish to develop lots that are less than 10 acres in size.**

**Background:** The area requested for rezoning from A-1 to A-2 is marked in blue diagonal crosshatch in the attachment. It abuts the Muhs Acres rural residential development which is zoned R-1. The land to the east of Muhs Acres is already zoned A-2. The A-1 district is intended to reserve for exclusive agricultural use appropriately located areas suitable for the raising of crops or livestock because of high quality of soils, scenic characteristics, existing or potential irrigation or the exclusive agricultural character of the area. The A-2 district is intended to provide for low-density, acreage residential development in selected areas adjacent or in close proximity to the corporate limits of the city. Generally, these districts are located near urban and built-up areas within reasonable reach of fire protection and hard-surfaced roads. A-1 zoning requires lots to be larger than 10 acres. A-2 zoning allows lots 2.5 acres and larger to be sold off. The owners wish to have the future ability to sell parcels smaller than 10 acres in size.

**Recommendation:** The recommendation of the Planning Commission is to approve the zoning change request.

- 4. Ordinance 2014-26: Rezoning an area approximately 45 acres in size and more particularly described as part of the West ½ of the SW ¼ of Section 1, Township 26 North, Range 3 East in Wayne County, Nebraska described as Tax Lots 32, 34 and 35, from A-1 Agricultural to A-2 Agricultural Residential.**
- 5. Resolution 2014-65: Submitting a Sales Tax Issue to the Voters of the City of Wayne**

**Background:** Approval by the voters is required before a city can borrow funds to build a swimming pool. This Resolution directs the County Clerk to place the issue on the November ballot.

**Recommendation:** The recommendation of the Wayne Aquatic Center Committee is to build an outdoor pool at the CAC.

6. [Action on a Request to Close a one-block section of 10<sup>th</sup> Street from Main Street to Logan Street on Sunday, September 7, 2014, from 9:00 a.m. to 1:00 p.m. for “Rally Day Sunday School Church Service” — Grace Lutheran Church/Pastor Mike Feldman](#)

**Background:** Approval from the City Council is required for a person or entity to temporarily close a street for an event. The entity making the request must show proof of \$1 million liability insurance and assure traffic control measures are provided for safety.

7. [Ordinance 2014-24: Amending Wayne Municipal Code by Adding Section 90-432 Permitted Conditional Uses in the B-3 Neighborhood Commercial District \(Third and Final Reading\)](#)
8. [Resolution 2014-62: Establishing Sewer Hook-Up Fees for the “Kardell Sanitary Sewer Extension” and the “Chief’s Way Sanitary Sewer Extension” Projects](#)

**Background:** This was tabled at the last meeting to include language clarifying how the fees will be collected. The fees for each lot have been calculated by Olsson Associates, using the same method as used in the calculation of assessments. This project was constructed without the creation of an improvement district, so the hook-up fees become due only upon the connection of a property to the sewer system.

**Recommendation:** The recommendation of the project engineer and Lowell Johnson, City Administrator, is to establish the fees as proposed.

9. [Resolution 2014-66: Approving Lease Purchase Agreement with Ditch Witch Financial Services for a 2012 Ditch Witch FX30 and 2012 Ditch Witch Trailer T95 - \\$40,983.04.](#)

**Background:** The equipment being leased is a 500 gallon jetter/vacuum system on a trailer that can bore holes in the ground with high pressure water and vacuum the slurry into the tank leaving a clean open hole. The main use will be to “daylight” existing underground wires and pipes in an area our crews plan to work. Our current method is by digging with a backhoe to a point near the wires and then carefully digging with a spade to actually find and reveal the buried lines. This is a slow method and sometimes leads to damage to buried lines because they aren’t always at the exact location they are reported to be.

\$150,000 is approved in our current budget for the purchase of a jet/vac truck to be shared by the water, sewer and electric departments. Our guys tried this smaller unit as a demonstrator and found it is adequate for most needs. This lease proposal spreads the cost over three years at 3% interest. We will split the annual cost

between the street, sewer, water and electric departments and treat it as an operating expense. I had planned to administratively sign the lease purchase agreement, but the company requires council action.

10. [Resolution 2014-67: Authorizing the Borrowing of Funds \(\\$125,000\) from the City of Wayne Electric Fund for the LB840 Economic Development Plan](#)

**Background:** In 2008, the voters approved the LB840 Economic Development Plan, along with the approval of the using 40% of the 1% local option sales tax to fund development programs. The annual revenues from the 40% are a little over \$200,000. The Council has the authority to borrow money through municipal bonds to fund development projects and use future sales tax revenues to repay the bonds at 4-5% interest. The Wayne Council has chosen to borrow internally and pay our selves 3% interest on cash reserves and avoid bond fees. This action will provide development fund loans to two projects the Council has recently approved.

**Recommendation:** The recommendation of Nancy Braden, Finance Director, is to continue to borrow internally and repay with future sales tax revenues.

11. [Action on the Request of the Community Redevelopment Authority to forgive the balance of the Loan on the Kardell Industrial Park Site - \\$126,943.65](#)

**Background:** Six or seven years ago, a major local company was planning an expansion at one of their locations in the U.S. Wayne Industries approached the company to recruit that expansion to be at Wayne. Wayne Industries asked for participation from the former Community Development Agency and the City on a proposal to purchase available land and offer it as part of an incentive package. The City Council, at that time, loaned funds to purchase the land knowing that competition between communities for large scale recruitment seldom returns all the upfront costs at the time, but can pay back significant returns to the community through jobs and taxes from new development over time. The saleable land is all developed and sold. Those parcels that were part of the land purchased but not saleable are the county right-of-way, land dedicated in the plat for roads, Logan Creek, and the old city landfill. The Community Redevelopment Authority took over from the former CDA and has asked for the remainder of the loan to be forgiven. The utility revenue from the new companies established there will exceed this amount over time, and the new and potential jobs will be an additional long-term benefit to the community population stability.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, and Nancy Braden, Finance Director, is to forgive the unpaid balance as requested.

12. [Resolution 2014-68: Appointing Special Engineer to be used for Consulting Services on Various Projects in Connection with the CDBG Comprehensive Investment and Stabilization Grant Awarded in 2014](#)

**Background:** The City of Wayne is the recipient of a \$215,000 grant for community improvements in the southeast quadrant of Wayne. Some of that work will require engineering services which are paid through the grant. We have solicited proposals

for engineering services in accordance with the grant requirements. We received three proposals from firms that we are already using and will have a recommendation for you on Tuesday night.

13. Resolution 2014-69: Approving Interlocal Agreement with Wayne County for Dispatch Services

**Background:** The City of Wayne dispatches our own police and fire department, Providence Medical Center ambulance, Haven House, Wayne County Sheriff, and Winside Fire and Carroll Fire Departments. Marlen has met with the County Board regarding an increase of fees charged for our service to them. They have not taken any action on our information to them. This Resolution updates the fees we would charge for dispatch services. The fees to the County are based on their percentage of service calls for the County multiplied by the total operating cost for dispatch operations with no building or overhead costs or mark-up included therein.

**Recommendation:** The recommendation of Marlen Chinn, Chief of Police, and Lowell Johnson, City Administrator, is to approve the Resolution.

14. Resolution 2014-70: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (WSC Wildcat Days (Homecoming) Parade on Saturday, October 4, 2014)

15. Action to Set Public Hearing Date for the 2014-2015 Budget – September 16, 2014, at 5:30 p.m.

16. Action to Reappoint Joel Ankeny to the Library Board

17. Adjourn

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

Wayne Municipal Airport Authority Meeting Minutes – July 14, 2014

August 5, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, August 5, 2014, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Kaki Ley, Matt Eischeid, and Jill Brodersen; City Attorney Eric Knutson; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Cale Giese.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on July 24, 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 Haase, whereas, the Clerk has prepared copies of the Minutes of the meetings of July 15, and July 22, 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, with the exception of Councilmembers Giese who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**CORRECTIONS TO CLAIMS LIST OF 6/17/14:** DELETE GUARANTEE ROOFING- POWER PLANT ROOF REPAIR, 207.00

**VARIOUS FUNDS:** 4IMPRINT, SU, 1048.66; ADVANCED CONSULTING, SE, 500.00; AMERICAN BROADBAND, SE, 2532.04; AMERITAS, SE, 4597.91; APPEARA, SE, 290.93; ARNIE'S FORD-MERCURY, SE, 431.31; AS CENTRAL SERVICES, SE, 448.00; ATCO INTERNATIONAL, SU, 55.20; BANK FIRST, FE, 120.00; BARCO MUN PRODUCTS, SU, 562.54; BLACK HILLS ENERGY, SE, 258.67; BLUETARP FINANCIAL, SU, 42.93; BOMGAARS, SU, 1465.86; BRIAN

LOBERG, RE, 150.00; BROWN SUPPLY, SU, 661.93; BSN SPORTS, SU, 229.55; CARHART LUMBER COMPANY, SU, 1407.52; CASEY ELECTRIC, SE, 502.75; CENTURION TECHNOLOGIES, SE, 50.00; CENTURYLINK, SE, 314.59; CHARGEPOINT, SE, 255.00; CHEMQUEST, SE, 595.00; CHILD SUPPORT, RE, 100.00; CITY OF NORFOLK, SE, 107.62; CITY OF WAYNE, SU, 126.46; CITY OF WAYNE, RE, 425.00; CITY OF WAYNE, RE, 450.00; CITY OF WAYNE, PY, 87825.89; CITY OF WAYNE, RE, 739.06; CITY OF WAYNE, RE, 172.31; CLAUSSEN, HEATHER, SE, 280.00; COLONIAL RESEARCH, SU, 24.00; COMMUNITY HEALTH, RE, 4.00; CURTIS REESE, SE, 368.00; DANKO EMERGENCY EQUIPMENT, SU, 310.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 92.88; DODGE COUNTY, RE, 129.04; ECHO GROUP, SU, 153.40; ED. M FELD EQUIPMENT, SU, 782.25; EDM PUBLISHERS, SU, 99.00; EGAN SUPPLY, SU, 353.37; ERNEST E PING, SE, 714.00; FIRST CONCORD GROUP, SU, 3331.64; FLOOR MAINTENANCE, SU, 410.95; FORCE FLOW, SU, 97.33; GERHOLD CONCRETE, SU, 339.54; GROSSENBURG IMPLEMENT, SU, 458.94; HAWKINS, SU, 2729.98; HD SUPPLY WATERWORKS, SU, 2682.25; HEARTLAND NATURAL GAS, SU, 141.04; CITY EMPLOYEE, RE, 47.89; HELENA CHEMICAL, SU, 233.75; HOMETOWN LEASING, SE, 259.98; ICMA, RE, 7200.20; IN THE SWIM, SU, 87.91; IRS, TX, 34118.79; JEO CONSULTING GROUP, SE, 4774.50; JOHN KINNETT, RE, 500.00; KANSAS TRACTOR PARTS, SU, 116.16; KEN JORGENSEN, RE, 250000.00; KRIZ-DAVIS, SU, 965.04; L.G. EVERIST, SU, 1187.22; LANGEMEIER, WAYNE, SE, 412.50; METRO AREA PLANNING AGENCY, SE, 1500.00; MICHAEL TODD & CO, SU, 1130.12; MUNICIPAL SUPPLY, SU, 152.77; N.E. NEB ECONOMIC DEV DIS, SE, 60.00; NE DEPT OF REVENUE, TX, 4807.58; NE DEPT OF ROADS, SE, 17177.70; NE PUBLIC HEALTH, SE, 63.00; NE SAFETY COUNCIL, SE, 150.32; NPPD, SE, 352124.73; N.E. NE AMERICAN RED CROSS, RE, 29.62; NNPPD, SE, 6353.00; O'KEEFE ELEVATOR COMPANY, SE, 844.00; O'REILLY AUTOMOTIVE STORE, SU, 8.38; OLSSON ASSOCIATES, SE, 1933.29; PITNEY BOWES, SU, 648.00; POLLARD PUMPING, SE, 990.00; QUILL, SU, 339.03; RON'S RADIO, SE, 8567.00; SIOUXLAND TURF PRODUCTS, SU, 1500.00; STEVE LAMOUREX, SE, 64.00; STURM, DOUGLAS, RE, 500.00; SUMMER SPORTS COMPLEX, SU, 443.63; T & S TRUCKING, SE, 429.76; TYLER TECHNOLOGIES, SE, 16464.07; UNITED WAY, RE, 6.20; US BANK, SU, 4742.08; VAKOC BUILDER'S RESOURCE, SU, 7.99; VAKOC CONSTRUCTION, SU, 734.99; VAN DIEST, SU, 750.00; VERIZON, SE, 100.08; VIAERO, SE, 257.42; WAED, RE, 833.33; WAYNE COMMUNITY SCHOOLS, RE, 4929.50; WAYNE COUNTY COURT, RE, 300.00; WESCO, SU, 508.01; WEST-E-CON, SU, 19757.10; WINGATE INN, SE, 359.80; BIG T ENTERPRISES, SU, 983.60; CITY EMPLOYEE, RE, 172.82; CARROLL DISTRIBUTING, SU, 530.45; CHARTWELLS, SE, 6926.32; CITY OF WAYNE, RE, 85.00; CITY OF WAYNE, RE, 282.67; CLAUSSEN & SONS IRRIG., SE, 210.90; CLEAN TO A T, SE, 1300.00; COPY WRITE, SE, 281.13; DUTTON-LAINSON, SU, 271.28; ED. M FELD EQUIPMENT, SE, 764.25; FREDRICKSON OIL, SE, 134.40; GERHOLD CONCRETE, SU, 467.25; GILL HAULING, SE, 155.00; GUARANTEE ROOFING, SE, 207.00; HEFTI TRUCKING, RE, 50000.00; JASON CAROLLO, SE, 175.00; JOHN'S WELDING AND TOOL, SE, 22.45; KANSAS TRACTOR PARTS,

SU, 116.16; KRIZ-DAVIS, SU, 639.00; LEAGUE OF NEBRASKA, FE, 6312.00; LINCOLN CLUTCH & BRAKE, SU, 124.50; LOGO ZOO, SU, 634.50; CITY EMPLOYEE, RE, 53.48; NNEDD, SE, 5589.03; NORTHEAST TIRE SERVICE, SE, 126.48; O'REILLY AUTOMOTIVE STORE, SU, 84.00; ODEYS, SU, 457.70; ONE CALL CONCEPTS, SE, 106.60; PAC N SAVE, SU, 48.96; PIEPER & MILLER, SE, 3101.00; PLUNKETT'S PEST CONTROL, SE, 175.18; QUILL, SU, 359.51; SHOPKO, SU, 115.83; STALP GRAVEL, SU, 886.82; STATE NEBRASKA BANK, SE, 65.52; UTILITIES SECTION, FE, 2707.00; VAKOC CONSTRUCTION, SU, 321.41; VAN DIEST SUPPLY, SU, 136.38; VIC'S ENGINE SERVICE, SU, 935.96; WASTE CONNECTIONS, SE, 354.96; WAYNE COUNTY CLERK, SE, 642.00; WAYNE GROCERY, SU, 10.34; WAYNE VETERINARY CLINIC, SE, 700.00; WAPA, SE, 34362.45; ZACH HEATING & COOLING, SE, 918.98

Councilmember Sievers made a motion, which was seconded by Councilmember Ley, to approve the claims, with the exception of the claim to Claussen & Sons Irrigation for \$210.90. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the 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.

Administrator Johnson stated that a Domestic Well Permit Application was received from Todd Luedeke. This is a domestic well and will pump 20/50 gpm. In the past, if there have been no issues with the location of the domestic wells, an engineering study has not been required. Recommendation is to approve the same without the engineering study.

Mr. Luedeke was not present to answer questions.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir approving the Domestic Well Permit Application of Todd Luedeke and his request to waive the requirement for a water impact study. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Administrator Johnson stated City Code prohibits septic systems within city limits. When Kelby Herman's property was annexed, he requested a 3-year delay to hook up to the City's sewer system. The same was granted. That time has now expired and Mr. Herman is requesting a 60-day extension.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving the request of Kelby Herman for a sixty day extension to hook up to the City's sewer system. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

David and Jerrae Braun were present in regard to their request for an extension on the balloon payment that is now due on their Wayne Revolving Loan.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to enter into executive session so as to prevent the needless injury to the reputation of David and Jerrae Braun to discuss the financial matters of their Wayne Revolving Loan, and to allow Matt Ley, David and Jerrae Braun, City Attorney Knutson, City Administrator Johnson, City Clerk McGuire and Finance Director Nancy Braden to be in attendance. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried, and executive session began at 5:35 p.m.

Mayor Chamberlain again stated that the matter to be discussed in execution session pertains to the Wayne Revolving Loan of David and Jerrae Braun.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, to resume open session. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried, and open session resumed at 5:50 p.m.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, approving the extension of the Wayne Revolving Loan of David and Jerrae Braun for an additional eight years. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Wes Blecke, Executive Director of WAED, was present and advised the Council that the LB840 Sales Tax Advisory Committee met and reviewed an application to Wayne's Economic Development Program Fund. The applicant, Tim Fertig, requested a \$50,000 loan to be amortized for 15 years at 3% interest. These funds will be used to help with the startup costs of opening a new Crossfit gym in downtown Wayne. The Committee met, and the terms the Committee agreed to include a \$50,000 loan at 3% interest, amortized for 15 years with a 10-year balloon, with the proceeds being utilized for capital improvements to the real estate and to be paid out as expenses are incurred.

Administrator Johnson stated he had requested the Committee to get a business plan through Loren Kucera.

Mr. Blecke stated Mr. Fertig worked with Stephanie Liska on a business plan. He gave a copy of the same to Administrator Johnson to review. Mr. Fertig had met with the LB840 Sales Tax Advisory Committee two times, and all of their prerequisites had been met.

The Council had not been given a copy of the business plan to review.

Discussion took place on whether or not the architectural committee needed to review this before any renovations are made. Mr. Fertig stated his goal is to have the building blend in and look like it is part of the downtown.

Administrator Johnson reminded the Council that what they had previously passed was that any city incentives would go before the architectural review committee.

Administrator Johnson thought the amount of funds Mr. Fertig was contributing to the project (\$19,000) was thin, and he recommended, again, having Loren Kucera do a review of the business plan that Mr. Fertig provided.

Councilmember Sievers made a motion, which was seconded by Councilmember Eischeid, approving the recommendation of the LB840 Sales Tax Advisory Committee for a \$50,000 loan, amortized for fifteen years at 3% interest, with a balloon at 10 years, to Tim Fertig. Mayor Chamberlain sated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, and Councilmember Haase who voted Nay, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2014-24, and moved for approval of the second reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2014-24

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE V BUSINESS AND COMMERCIAL DISTRICTS, DIVISION 3 B-3 NEIGHBORHOOD COMMERCIAL DISTRICTS, BY ADDING SECTION 90-432 PERMITTED CONDITIONAL USES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Staff, at the direction of Council from the previous meeting, prepared a draft ordinance amending the times of when fireworks can be discharged. The said ordinance died for lack of a motion.

Administrator Johnson stated the following Resolution would establish the sewer hookup fees for the “Kardell Sanitary Sewer Extension” and “Chief’s Way Sanitary Sewer Extension” projects. The total cost for these two sewer extension projects was \$372,585.64.

Mayor Chamberlain stated that a number of these properties will never get hooked up to the city sewer system (e.g. Plant Market which is now a parking lot for Grossenburg Implement).

Administrator Johnson was requesting Council to add the following additional language to the proposed Resolution:

Section 3. If any lot included in the calculations of Attachment A is merged with another lot also included in the calculations of Attachment A, the hook-up fee will become the total calculated for the two lots.

Section 4. If a building built on a lot that is included in the calculations of Attachment A is connected to the sanitary sewer through another building on a lot being served by the Chief’s Way sanitary sewer, the hook-up fee

for the second lot that is connected through the building on the first lot will become due as calculated in Attachment A.

These costs are being recouped on behalf of the Wayne ratepayers. Administrator Johnson stated there are a couple of property owners who do not like these costs and have stated they will install septic systems.

Since the proposed Resolution does not include a repayment time or an interest rate, Administrator Johnson asked Council to table the same. The additional language will be inserted/included, as well as a repayment timeframe of 10 years at 3% interest.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers to table action on Resolution 2014-62 establishing sewer hook-up fees for the “Kardell Sanitary Sewer Extension” and “Chief’s Way Sanitary Sewer Extension” Projects. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Councilmember Muir made a motion, which was seconded by Councilmember Haase to table action on Resolution 2014-63 establishing water hook-up fees for the “Chief’s Way Water Main Extension” Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

The following Resolution would allocate \$64,000 in property tax to the Wayne Municipal Airport Authority. This is an annual request that the Airport Authority makes to the Council. This amount represents about \$.035 of the \$.45 property tax allocation that the City could receive. Last year’s allocation was also \$64,000.

Councilmember Sievers introduced Resolution No. 2014-64 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2014-64

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

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

Administrator Johnson stated we have received what is called an “Engagement Letter” from D.A. Davidson & Co. This must be approved and signed to be able to get assistance from them in preparing the necessary ballot language for the proposed new swimming pool project.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, approving the Engagement Letter with D.A. Davidson & Co., dated August 5, 2014, to provide underwriting services. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Administrator Johnson stated that Change Order No. 1 for \$5,226.50 on the “13<sup>th</sup> Street Sanitary Sewer Extension Project” represents the overage of quantities due to the moving of the manhole location. The manhole was moved because of conflicts with the water main and other utilities. The project engineer has approved the same.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, approving Change Order No. 1 for \$5,226.50 for the “13<sup>th</sup> Street Sanitary Sewer Extension Project.” Mayor Chamberlain stated the motion, and the result

of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

A pay request has been received from Robert Woehler & Sons Construction for the “13<sup>th</sup> Street Sanitary Sewer Extension Project” for \$23,671.00. The engineer on the project has approved the same.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving Pay Application No. 1 for \$23,671.00 to Robert Woehler & Sons Construction for the “13<sup>th</sup> Street Sanitary Sewer Extension Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Administrator Johnson stated that Change Order No. 1 represents a request for a 21-day extension for the “Highway 15 and 10<sup>th</sup> Street Intersection Project.” This is due to the delay in getting the Nebraska Department of Roads’ approval on the project. This will move the completion date from August 1<sup>st</sup> to August 22<sup>nd</sup>.

Councilmember Muir made a motion, which was seconded by Councilmember Brodersen, approving Change Order No. 1 (21-day extension) for the Highway 15 and 10<sup>th</sup> Street Intersection Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to approving the appointment of the following people to the “Hank Overin Field Grandstand Community Citizen Committee:”

Steve Lutt, Dallas Dorey, Jeff Zeiss, Josh Johnson, Alex Koch, Mike Carnes, Cassie Harm, Adam Hoffman, Pat Melena and Joel Hansen

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, approving the appointment of Steve Lutt, Dallas Dorey, Jeff Zeiss, Josh Johnson, Alex Koch, Mike Carnes, Cassie Harm, Adam Hoffman, Pat Melena and Joel Hansen to the “Hank Overin Field Grandstand Community Citizen Committee.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried.

Nancy Braden, Finance Director, presented the proposed 2014-2015 budget.

Council reviewed the General Fund Revenue Sources and Expenditures along with the Utility Revenue Sources and Expenditures for the upcoming FY2014-2015 Budget.

Some of the items Council discussed were as follows:

- Property taxes - \$664,000 – this retains the same mill levy as last year. The increase from last year is due to the property valuation increases. The general fund, plus the airport, can have a maximum levy of \$.45. If the Community Redevelopment Authority would come forward and ask for a portion of the mill levy, that would have to come out of the \$.45 also. Debt service is outside the \$.45.
- The franchise fees for electric will be increased from 8.5% to 10.5%; water will be increased from 7% to 8%; and sewer will stay the same at 7%.
- Increase the Community Activity Center fees by 10%.
- Take out the sidewalk project from Hank Overin Field to the Summer Sports Complex (\$30,000), and put \$15,000 of that back into the Fire Department’s budget for their air packs.
- Budget assumes a 2% cost of living increase for employees.
- Increase police dispatch fees for Wayne County from \$36,000 to \$72,000, with the same being reviewed annually. This fee has been the same since the 2005-2006 fiscal year.
- Add back in the 8<sup>th</sup> Police Officer position.
- Decrease police professional services from \$50,000 to \$30,000.

- Renovate the Bressler Park bathrooms before the 2015 Chicken Show.
- Recreation fees need to be increased, and the need to rely on more volunteer coaching.
- Increasing the employee's percentage of the health insurance premium as well as deductibles in 2015 and 2016. (Employee from 2.5% to 10% in 2015 and then to 20% in 2016; Family from 10% to 20% in 2015 and then to 30% in 2016; with deductibles being \$1000 single/\$2000 family in 2015 and \$1500 single/\$3000 family in 2016).

Councilmember Eischeid made a motion, which was seconded by Councilmember Muir, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Giese who was absent, the Mayor declared the motion carried and the meeting adjourned at 10:25 p.m.

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## CLAIMS LISTING AUGUST 19, 2014

4IMPRINT	STRESS BALLS/POCKET SANITIZER	761.33
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,943.26
APPEARA	LINEN & MAT SERVICE	223.29
ARNIE'S FORD-MERCURY INC	2 POLICE CRUISERS	52,400.00
BAKER & TAYLOR BOOKS	BOOKS	379.80
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
BROOKE D STURM	GEOHERMAL GRANT	3,000.00
BROWN SUPPLY CO	COUPLINGS/PAINT/DRAIN TUBE	4,075.36
CHILD SUPPORT	PAYROLL DEDUCTION	100.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	300.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUNDS	200.00
CITY OF WAYNE	PAYROLL	67,159.32
CITY OF WAYNE	UTILITY REFUNDS	325.15
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
COOPORTUNITY HEALTH	HEALTH INSURANCE	28,687.59
COUNTRY NURSERY INC	PAVER REPAIRS	1,477.50
DEARBORN NATIONAL LIFE	DISABILITY/LIFE INSURANCE	1,765.84
DITCH WITCH OF OMAHA	VAC/JET LEASE	41,287.50
DUTTON-LAINSON COMPANY	TRANSFORMER BOX PAD	1,104.41
EAKES OFFICE PLUS	CASH REGISTER RIBBON	9.12
EASYPERMIT POSTAGE	POSTAGE	2,259.46
ECHO GROUP INC JESCO	OUTLET SUPPLIES	255.60
CITY EMPLOYEE	HEALTH REIMBURSEMENT	277.98
EGAN SUPPLY CO	AUDITORIUM GYM FLOOR RESURFACE	1,735.25
FIRST SOURCE TITLE&ESCROW	TITLE SEARCHES	175.00
GAYLORD BROS	JACKET COVERS/VIDEO POCKETS	262.95
GERHOLD CONCRETE CO INC.	FILL SAND/CONCRETE	492.82
GOV'T FINANCE OFFICERS	MEMBERSHIP	170.00
GUMDROP BOOKS	BOOKS	534.86
HARDING & SHULTZ P.C.	ATTORNEY FEES	1,115.29
HAWKINS, INC	POOL CHEMICALS	420.50
HD SUPPLY WATERWORKS, LTD	IPERL WATER METERS	1,277.74
HEARTLAND PAPER CO	VACUUM BAGS	49.55
HIRERIGHT SOLUTIONS INC	PREEMPLOYMENT TESTING	40.00
HOBBY LOBBY STORES, INC	ART CRAFT SUPPLIES	55.24
ICMA RETIREMENT	ICMA RETIREMENT	6,777.09
INGRAM BOOK COMPANY	BOOKS	292.64
IRS	FEDERAL WITHHOLDING	24,351.83
ITRON	SOFTWARE/HARDWARE MAINTENANCE	3,352.46
KRIZ-DAVIS COMPANY	SURGE ARRESTER KIT/NEST ELIMINATOR	582.85
KTCH AM/FM RADIO	RADIO ADS	825.00
LITE-FORM TECHNOLOGIES,	FLEX BLOCK - WESTERN RIDGE	1,182.68
LUTT OIL	GASOLINE/TIES	8,502.47
MARCO INC	LIBRARY COPIER LEASE	179.35
MATHESON TRI-GAS, INC.	ARGON	109.05

MES-MIDAM	BOOTS	476.00
MIDLANDS CONTRACTING, INC	POINT REPAIR 8" SEWER	2,800.00
MIDSTATES ERECTORS INC	REBUILD UNIT 6 ENGINE HEADER	13,108.93
MIDWEST LABORATORIES, INC	BOD TESTING	441.35
MIDWEST TAPE LLC	AUDIO TAPE	14.99
MSC INDUSTRIAL	EAZY OUT EXTRACTOR SETS	63.37
MUNICIPAL SUPPLY INC	COUPLINGS	161.24
CITY EMPLOYEE	HEALTH REIMBURSEMENT	105.72
NE CRIME COMMISSION	CRIMINAL JUSTICE DIRECTORY	15.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,323.00
NLA/NSLA	REGISTRATIONS	390.00
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	13,185.52
OCLC, INC	ILL ANNUAL SUBSCRIPTION	57.50
OLSSON ASSOCIATES	CHIEF'S WAY/AIRPORT PUMP STATION	5,886.07
OVERDRIVE, INC.	E BOOKS/AUDIOBOOKS	554.83
PEERLESS WIPING CLOTH CO	WASH TOWELS	240.00
POLLARD PUMPING	PORTABLE TOILETS-EAST PARK	390.00
PUSH-PEDAL-PULL	RUNNING DECK/PANEL/CABLE	2,192.11
QUILL CORPORATION	OFFICE SUPPLIES	626.97
RANDOM HOUSE LLC	AUDIO BOOKS	97.25
ROBERT WOehler & SONS	13TH ST SANITARY SEWER	23,671.00
ROBERTSON IMPLEMENT CO	BLOWER MOTOR	337.95
RONALD GENTRUP	ENERGY INCENTIVE	500.00
SD MEYERS	OIL TESTING	2,508.00
SOCIETY FOR HUMAN	MEMBERSHIP	185.00
SOOLAND BOBCAT	OIL FILTER	17.92
SPARKLING KLEAN	JANITORIAL SERVICES	1,983.23
STADIUM SPORTING GOODS	FD POLOS	986.00
STATE NEBRASKA BANK	LIBRARY PETTY CASH	139.51
STEVE LAMOUREX	CAC & POLICE DRAIN REPAIRS	196.00
THE MAX AGAIN	MEN'S SLOW PITCH	50.00
TOM ADAMSON	BOOK	8.00
UTILITY EQUIPMENT CO	PIPE	77.17
VAKOC CONSTRUCTION CO	PAINT & ROLLER	126.46
VIAERO	CELL PHONES	127.47
WAYNE HERALD	ADS AND NOTICES	2,213.69
CITY EMPLOYEE	HEALTH REIMBURSEMENT	41.75
WESCO DISTRIBUTION INC	CONNECTORS/BOX PAD/FUSES	1,007.89
GRAND TOTAL		271,423.55

DELETE FROM CLAIMS LISTINGS

8/5/14 CLAUSSEN & SON IRRIGATION- IRRIGATION REPAIRS \$210.90  
7/23/13 AUDITORIUM DEPOSIT REFUND \$150.00 (TO BE REISSUED)  
9/10/13 CADET BOOSTER & ERWIN TRUCKING- VB TOURNEY \$310.00

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** August 5, 2014

**TO:** Mayor Chamberlain  
Wayne City Council

**FROM:** Wayne Planning Commission  
Joel Hansen, Staff Liaison



At their meeting held on August 4, 2014 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

**Public Hearing: Rezoning Request from A-1 Agricultural to A-2 Agricultural Residential, an Area of Approximately 45 Acres; Applicant being Todd & Cheryl Luedeke**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council for the rezoning request from A-1 Agricultural to A-2 Agricultural Residential, an area approximately 45 acres in size and more particularly described as part of the West ½ of the SW ¼ of Section 1, Township 26 North, Range 3 East in Wayne County, Nebraska, described as Tax Lots 32, 34, and 35, with the findings of fact being consistency with the comprehensive plan, the current and future land use map, and staff's recommendation. Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

JJH:cb / Attachment

**ORDINANCE NO. 2014-26**

**AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF AN AREA APPROXIMATELY 45 ACRES IN SIZE AND MORE PARTICULARLY DESCRIBED AS THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION ONE, TOWNSHIP TWENTY-SIX NORTH, RANGE THREE, EAST OF THE 6<sup>TH</sup> P.M., WAYNE COUNTY, NEBRASKA, DESCRIBED AS TAX LOTS 32, 34, AND 35, FROM A-1 AGRICULTURAL TO A-2 AGRICULTURAL RESIDENTIAL.**

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

Section 1. That the real estate area shown on the attached map be changed and rezoned from A-1 (Agricultural) to A-2 (Agricultural Residential). The area being rezoned is described as:

An area approximately 45 acres in size and more particularly described as part of the West Half of the Southwest Quarter of Section 1, Township 26 North, Range 3, East of the 6<sup>th</sup> P.M., Wayne County, Nebraska, described as Tax Lots 32, 34 and 35.

Section 2. That the Planning Commission held a public hearing on August 4, 2014, regarding this rezoning request, and have recommended approval thereof subject to the following "Findings of Fact:"

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

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described as now in an A-2 (Agricultural Residential District) zone.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 5. 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 \_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

575TH AVE

A-1

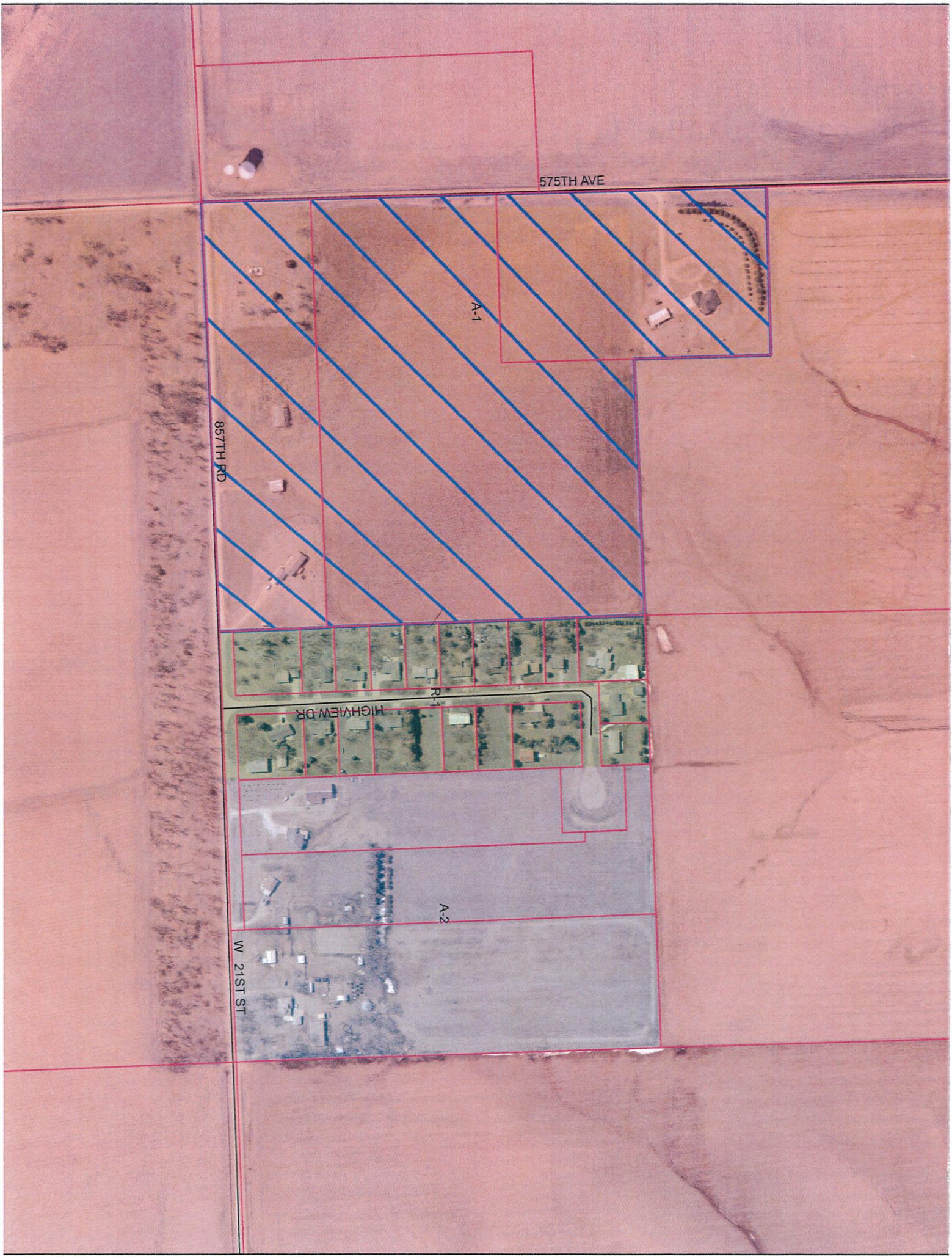
857TH RD

R-1

HIGHVIEW DR

A-2

W 21ST ST



**RESOLUTION NO. 2014-65**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA, CALLING A SPECIAL ELECTION ON THE PROPOSITION OF THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000) TO PROVIDE FUNDS TO CONSTRUCT AND EQUIP A SWIMMING POOL FACILITY AND RELATED IMPROVEMENTS CONNECTED TO THE WAYNE COMMUNITY ACTIVITY CENTER; AND IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-HALF OF ONE PERCENT (0.50%), UPON THE SAME TRANSACTIONS WITHIN THE CITY OF WAYNE ON WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX, FOR THE PURPOSE OF PAYING THE PRINCIPAL AND INTEREST OF SAID BONDS AS THE SAME FALL DUE, WITH SAID SALES AND USE TAX TO REMAIN IN EFFECT ONLY SO LONG AS ANY OF THE INDEBTEDNESS EVIDENCED BY SAID BONDS (INCLUDING REFUNDING BONDS ISSUED TO REFUND SUCH INDEBTEDNESS) SHALL REMAIN OUTSTANDING AND UNPAID.**

**BE IT RESOLVED** by the Mayor and Council of the City of Wayne, Nebraska (the “City”) as follows:

**Section 1.** The Mayor and City Council find and determine that:

(a) it is necessary, desirable, advisable and in the best interest of the City and its residents that the City provide funds to construct and equip a Swimming Pool and related improvements connected to the Wayne Community Activity Center (the “Project”); and

(b) there has not been submitted to the electors of the City a proposition for the issuance of bonds to pay the costs of the Project or any similar purpose preceding the date of election provided for in this Resolution within the six months last past, nor on the question of the levy of a sales and use tax to provide revenues for the payment of principal and interest of such bonds within the twenty-three months last past.

**Section 2.** A special election is hereby called to be held on November 4, 2014, in conjunction with the statewide general election to be held on such date, at which there shall be submitted to the qualified electors of the City the following proposition:

"Shall the City of Wayne, Nebraska issue bonds of said City in the principal amount of not to exceed Two Million Nine Hundred Thousand Dollars (\$2,900,000) to provide funds to construct and equip a Swimming Pool and related improvements

connected to the Wayne Community Activity Center; said bonds to bear interest at rate or rates to be determined by the Mayor and Council of the City and to become due at such time or times as may be fixed by the Mayor and Council, and

"Shall the City of Wayne, Nebraska, impose an additional sales and use tax of one-half of one percent (0.50%), upon the same transactions within such municipality on which the State of Nebraska is authorized to impose a tax, for the purpose of paying the principal and interest of said bonds as the same fall due, with said sales and use tax to remain in effect only so long as any of the indebtedness evidenced by said bonds (including refunding bonds issued to refund such indebtedness) shall remain outstanding and unpaid?"

*If a majority of the votes cast upon such question shall be in favor, then the governing body of the City of Wayne shall be authorized to issue said bonds and shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall forthwith proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of the City of Wayne shall not issue said bonds and shall not impose such tax.*

The ballots to be voted upon and cast at said election shall have printed thereon the foregoing proposition, followed by the words: "FOR said bonds and sales tax" and "AGAINST said bonds and said sales tax" following proposition.

**Section 3.** Notice of said election shall be given to the qualified electors of said City by publication at least one time each week for three successive weeks prior to such election and a copy of the sample ballot shall be published one time not more than fifteen days nor less than two days prior to the election, such notice and sample ballot to be published in the *Wayne Herald*, a newspaper published in and of general circulation in said City, and the City Clerk of the City be and hereby is directed to cause such notice and sample ballot to be published.

**Section 4.** The City Clerk of the City shall be and hereby is authorized and directed to certify a copy of this Resolution to the County Clerk/Election Commissioner of Wayne County not later than September 1, 2014, who shall designate polling places and determine voting procedures as set out in Section 32-902 through 32-960 Reissue Revised Statutes of Nebraska, 2008, as amended, appoint the election officials and otherwise conduct the election as provided by law. The City does hereby agree to reimburse said County Clerk for the expenses of conducting the election. As required by Section 32-802, Reissue Revised Statutes of Nebraska, 2008, as amended, the County Clerk/Election Commissioner shall provide for publication of the Notice of Election in a newspaper designated by the County Clerk/Election Commissioner no later than forty (40) days prior to the day of said election and such notice shall be posted in the office of the County Clerk no later than forty (40) days prior to such date of election.

**Section 5.** The form of ballot and form of notice of said bond election shall be substantially in the form submitted to this meeting, a copy of which forms shall be

made a part of the minutes. The City Clerk is hereby authorized and directed, in conjunction with the County Clerk/Election Commissioner conducting the election, to arrange for the printing of the necessary ballots for said election and to do all other things and take all other action appropriate or necessary in order to cause said proposition to be submitted to the qualified electors of the City as above provided.

**PASSED AND APPROVED** this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

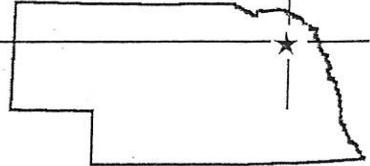
\_\_\_\_\_  
City Clerk

# City of Wayne

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

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

Incorporated - February 2, 1884



## REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Grace Lutheran Church / Pastor Mike Feldmann

Address: 905 Logan St.

Telephone No.: 402-375-1905

Date of Request: 08/08/2014

Description of Requested Topic: We are requesting to block off a one-block section of 10<sup>th</sup> St From Main Street to Logan Street on Sunday, Sept. 7<sup>th</sup> From 9 AM to 1 PM. We are planning to hold a Rally Day Sunday School Church Service in the Willow Bowl and would like to park some picnic table/trailers on 10<sup>th</sup> Street for a picnic lunch after the service for our congregation. Thank you!





**ORDINANCE NO. 2014-24**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE V BUSINESS AND COMMERCIAL DISTRICTS, DIVISION 3 B-3 NEIGHBORHOOD COMMERCIAL DISTRICTS, BY ADDING SECTION 90-432 PERMITTED CONDITIONAL USES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That the Planning Commission held a public hearing on April 7, 2014, regarding this amendment and recommended no changes be made at this time.

Section 2. That Chapter 90, Article V Business and Commercial Districts, Division 3. B-3 Neighborhood Commercial District, be amended by adding Section 90-432 Permitted Conditional Uses to the Wayne Municipal Code:

**Sec. 90-432. Permitted conditional uses**

A building or premises in a B-3 district may be used for the following in conformance with the prescribed conditions:

1. For a multi-family dwelling.
  1. The maximum number of sleeping rooms shall not exceed one per 500 square feet of lot area.
  2. The front of the building facing the street shall include one of the following:
    - a. A door and eight (8) percent of the surface area covered with windows.
    - b. Ten (10) percent of the surface area covered with windows.
  3. The primary means of egress for any dwelling unit shall not exit into a side yard unless the door is at least 30 feet from the property line it is facing.
  4. The primary means of egress must exit onto a covered stoop or deck.
  5. Twenty (20) percent of the lot must be maintained as landscaping which is not paved or used for parking.

Section 3 Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 4 This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2014-62**

**A RESOLUTION OF THE CITY OF WAYNE ESTABLISHING SEWER HOOK-UP FEES FOR THE “KARDELL SANITARY SEWER EXTENSION,” WHICH IS THAT SECTION OF THE CITY OF WAYNE SANITARY SEWER LINE EXTENDING FROM MANHOLE 9, SECTION 40 OF THE CITY SANITARY SEWER SYSTEM AND EXTENDING EAST AND SOUTH THROUGH KARDELL INDUSTRIAL PARK, TO AND ACROSS NEBRASKA HIGHWAY 35, AND ALL PRESENT AND FUTURE KARDELL SANITARY SEWER LINE EXTENSIONS AND INDIVIDUAL SEWER HOOK-UPS TO AREAS EAST OF THE CORPORATE LIMITS OF THE CITY AND ON BOTH THE NORTH AND SOUTH SIDES OF NEBRASKA HIGHWAY 35; AND THE “CHIEF’S WAY SANITARY SEWER EXTENSION.”**

WHEREAS, Section 18-2123 R.R.S provides that a Development Agency may acquire undeveloped land when the same is essential to the proper clearance or redevelopment of an area; and

WHEREAS, the governing body of the City of Wayne has determined that the areas to be served by the existing and future city sanitary sewer extension described herein is necessary for the proper economic development of an area within the two-mile zoning jurisdiction of the City of Wayne; and

WHEREAS, the governing body has determined that it is in the best interests of the City and the Agency to extend sanitary sewer service to the areas described; and

WHEREAS, this sanitary sewer extension will also front other properties that will benefit from this utility extension; and

WHEREAS, a utility extension district is not created to finance these extensions; and

WHEREAS, this sanitary sewer extension will be owned and maintained in perpetuity by the City of Wayne; and

WHEREAS, the City desires to reimburse the City of Wayne Sewer Utility System fairly and completely for the sanitary sewer extensions herein described and constructed with City Sewer Utility funds; and

WHEREAS, the City desires to establish sewer hook-up fees for the Kardell Sanitary Sewer Extension based on a fair and equitable allocation of the costs of the “Kardell Sanitary Sewer Extension” and the Chief’s Way Sanitary Sewer Extension” herein described.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, AS FOLLOWS:

Section 1. The governing body of the City of Wayne adopts the LF (linear feet of property frontage) method in Attachment A, KARDELL SANITARY SEWER EXTENSION AND CHIEF'S WAY SANITARY SEWER EXTENSION HOOK-UP FEES and HOOK-UP FEE CALCULATION FORMULA as calculated by Olsson Associates, to be used to determine the sanitary sewer hook-up fees for all properties to be served by the Kardell Sanitary Sewer Extension and the Chief's Way Sanitary Sewer Extension.

Section 2. That the hook-up fees above provided for shall be financed over a period of ten years and bear interest at the rate of three percent (3%) per annum. Delinquent installments shall bear interest at the rate provided by law until paid and shall be collected in the usual manner for the collection of taxes. Installments may be prepaid at anytime at the option of the property owner as provided by law.

Section 2. The City Clerk will attach a copy of this signed Resolution with the title of each real estate property located east of Centennial Road North and Centennial Road South, west of South Logan Creek Dredge and south of 14<sup>th</sup> Street and its extension east of county road right-of- way.

Section 3. If any lot included in the calculations of Attachment A is merged with another lot also included in the calculations of Attachment A, the hook-up fee will become the total calculated for the two lots.

Section 4. If a building built on a lot that is included in the calculations of Attachment A is connected to the sanitary sewer through another building on a lot being served by the Chiefs Way sanitary sewer, the hook-up fee for the second lot that is connected through the building on the first lot will become due as calculated in Attachment A.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

	Construction	Engineering	Total
Force Main (Total)	\$23,910.00	\$6,451.33	\$30,061.33
Lift Station (Total)	\$110,754.85	\$28,493.92	\$139,248.77
Gravity Main and Manholes (Constructed Kardell)	\$44,385.00	\$11,418.94	\$55,803.94
Gravity Main and Manholes (Constructing Chiefs)	\$126,910.00	\$20,561.60	\$147,471.60
<b>total</b>	<b>\$305,959.85</b>	<b>\$66,625.79</b>	<b>\$372,585.64</b>

Force Main per LF of Frontage	\$4.05
Lift Station per LF of Frontage	\$18.77
Gravity Constructed per LF of Frontage	\$27.40
Gravity Remaining per LF of Frontage	\$0.00

	Frontage (LF)	Based on LF Force Main	Based on LF Lift Station	Based on LF Gravity Constructed	Based on LF Gravity Remaining	Based on LF Hook-up Fee
Capital Investment Group Inc. (Constructed)	393.11	\$1,592.71	\$7,377.69	10,769.96	0.00	\$19,740.36
Capital Investment Group Inc. (Constructed)	100.00	\$405.16	\$1,876.75	2,739.68	0.00	\$5,021.59
Robert Surber (Constructed)	702.80	\$2,807.44	\$13,189.79	19,254.48	0.00	\$35,291.71
Restful Knights, Inc (Constructed)	253.66	\$1,027.72	\$4,760.56	6,949.47	0.00	\$12,737.76
Milo Meyer (Lot 3, 2nd Replat of Tompkins Industrial Tract #1 Subdivision)	260.53	\$1,055.55	\$4,889.49	7,137.69	0.00	\$13,082.74
Milo Meyer (Lot 4, 2nd Replat of Tompkins Industrial Tract #1 Subdivision)	196.94	\$797.92	\$3,696.07	5,395.53	0.00	\$9,889.51
Lot 4, Kardell Industrial Park Subdivision	788.68	\$3,195.39	\$14,801.54	21,607.31	0.00	\$39,604.25
S&W Liquid Tire Fill, Inc.	203.67	\$825.18	\$3,822.37	5,579.91	0.00	\$10,227.46
Kenneth & Karen Marra	315.28	\$1,277.38	\$5,917.01	8,637.67	0.00	\$15,832.06
Plant Market	306.19	\$1,240.55	\$5,746.42	8,388.63	0.00	\$15,375.60
Grossenberg	1410.01	\$5,712.75	\$26,462.35	38,629.77	0.00	\$70,804.87
Lot 1, Logan Valley Industrial Park	217.00	\$879.19	\$4,072.55	5,945.11	0.00	\$10,896.84
Lot 2, Logan Valley Industrial Park	200.00	\$810.31	\$3,753.50	5,479.36	0.00	\$10,043.17
Lot 3, Logan Valley Industrial Park	200.00	\$810.31	\$3,753.50	5,479.36	0.00	\$10,043.17
Lot 4, Logan Valley Industrial Park	200.00	\$810.31	\$3,753.50	5,479.36	0.00	\$10,043.17
Lot 5, Logan Valley Industrial Park	302.18	\$1,224.30	\$5,671.16	8,278.77	0.00	\$15,174.23
Lot 6, Logan Valley Industrial Park	302.63	\$1,226.13	\$5,679.61	8,291.10	0.00	\$15,196.83
Lot 7A, Logan Valley Industrial Park	197.00	\$798.16	\$3,697.20	5,397.17	0.00	\$9,892.53
Lot 8, Logan Valley Industrial Park	100.00	\$405.16	\$1,876.75	2,739.68	0.00	\$5,021.59
Lot 9, Logan Valley Industrial Park	200.00	\$810.31	\$3,753.50	5,479.36	0.00	\$10,043.17
Lot 10, Logan Valley Industrial Park	200.00	\$810.31	\$3,753.50	5,479.36	0.00	\$10,043.17
Midland Equipment	370.00	\$1,499.08	\$6,943.97	10,136.82	0.00	\$18,579.87
<b>Total</b>	<b>7,419.68</b>	<b>\$30,061.33</b>	<b>\$139,248.77</b>	<b>\$203,275.54</b>	<b>\$0.00</b>	<b>\$372,585.64</b>



**RESOLUTION NO. 2014-66**

**A RESOLUTION ACCEPTING AND AUTHORIZING LEASE PURCHASE AGREEMENT WITH DITCH WITCH FINANCIAL SERVICES FOR A 2012 DITCH WITCH FX30 AND 2012 DITCH WITCH TRAILER T95.**

WHEREAS, the City Administrator and staff have identified the need to enter into a Lease Purchase Agreement with Ditch Witch Financial Services for a 2012 Ditch Witch FX30 and 2012 Ditch Witch Trailer T95 for the sum of \$40,983.04.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the proposed Lease Purchase Agreement between the City and Ditch Witch Financial Services regarding the purchase of a 2012 Ditch Witch FX30 and 2012 Ditch Witch Trailer T95, a copy of which is hereto attached for reference, is accepted, and the City Administrator and/or Mayor is hereby authorized and directed to execute the agreement and/or documents on behalf of the City.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



MUNICIPAL LEASE PURCHASE AGREEMENT NO.

LESSEE: CITY OF WAYNE
306 PEARL ST.
WAYNE, NE 68787
PHONE: 402-375-2896

SUPPLIER: NEBRASKA TRENCHER SALES INC.
10304 SAPP BROTHERS DRIVE
OMAHA, NE 68138
PHONE: 4028952444

EQUIPMENT: See Exhibit A attached hereto
EQUIPMENT LEASE TERMS:

Commencement Date of Lease: (To be filled in by us per Section 2 of the Schedule)
Lease Term (number of months): 36, plus any extension and renewal periods
Number of Rentals Paid in advance: 0 (First and Last 0)
End of Term: Purchase Option: \$1.00
Monthly Rental Amount: \$1,138.39, plus applicable taxes, if any

TERMS AND CONDITIONS

This Municipal Lease Purchase Agreement (the "Agreement") has been written in plain English. The words "you" and "your" herein refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, Ditch Witch Financial Services, a program of Bank of the West.

- 1. Term and Rent. We agree to lease to you and you agree to lease from us the personal property listed in any attached exhibit, plus any replacements, additions and accessories attached to the property (the "Equipment") for the full number of consecutive payment periods stated above (the "Initial Lease Term"), plus any extension and renewal periods.
2. Disclaimer of Warranties. We are leasing the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY AND PERFORMANCE OF THE EQUIPMENT OR THE EQUIPMENT'S FITNESS FOR A PARTICULAR PURPOSE OR ITS COMPLIANCE WITH APPLICABLE LAW.
3. Noncancelable Lease. This Agreement cannot be canceled and you agree that all your obligations are absolute and unconditional.
4. Governing Law. You agree that this Agreement shall be governed by the laws of the State of California.
5. Agency. You agree that no salesperson or representative of any supplier is acting on behalf of us or can bind us in any way.
6. Late Charges. Time is of the essence. If any Rental or other amount due under this Agreement is not paid within 10 days after its due date, you agree to promptly pay a late charge of 5% of the past due amount, subject to a \$25 minimum, for those amounts under 30 days past due, plus interest on any amounts over 30 days past due at the rate of 1.5% per month.
7. Ownership, Location, Return and Use of Equipment. We are the owners of the Equipment and you have no rights to the Equipment except as provided for in this Agreement.
8. Equipment Maintenance. You are responsible, at your expense, to maintain the Equipment in good working order, condition and appearance.

**9. Taxes and Fees.** You agree to pay when due, either directly or to us upon our demand, all taxes, filing fees, license fees, interest and penalties relating to this Agreement and the Equipment. If we pay any of these amounts you agree to reimburse us upon demand and to pay to us a service charge. You agree to pay to us a documentation fee to cover our costs of preparing this Agreement. You shall pay to us a fee for every check or other form of payment that is returned to us as unpaid by your bank.

**10. Risk of Loss and Insurance.** You are responsible for any loss or damage to the Equipment and/or caused by the Equipment until all of your obligations under this Agreement have been fulfilled. You agree to immediately notify us of any such losses or damages and of any insurance claims pertaining to the Equipment. If the Equipment or any portion of the Equipment is missing, stolen or damaged, you will, at our option and at your expense, promptly repair the Equipment to our satisfaction, replace the Equipment with comparable equipment of equal value or pay to us any default remedies described under Section 12 of this Agreement. At your expense you agree to keep the Equipment fully insured against loss until your obligations under this Agreement are paid in full, with any loss payable to us. You will maintain public liability coverage that is acceptable to us and include us as an insured on that policy. You agree to provide us with satisfactory evidence of the required insurance. You agree that we may sign, endorse and/or negotiate on your behalf as attorney-in-fact for you any instrument representing proceeds from any insurance policy covering the Equipment. If you fail to obtain any of the required insurance and we obtain it for you, you agree to pay us the cost of that coverage plus any lessor servicing fees and interest. You also acknowledge that such insurance shall cover our interests only and will not include any lessee liability coverage. You acknowledge that we are not required to maintain any insurance and we will not be liable to you if we terminate or modify any insurance coverage that we may arrange.

**11. Assignment.** You may not sell, transfer, assign or sublease the Equipment or this Agreement without our advance written consent and payment to us of an assignment processing fee. You agree that we may sell or assign this Agreement and any security interest without notice to you, and that our assignee shall have all of our rights under this Agreement. You agree that the rights of our assignee will not be subject to any claims, defenses or setoffs that you may have against us.

**12. Default and Remedies.** You are in default if you a) fail to pay any Rental when due; b) fail to comply with any requirement of this Agreement and/or any other obligation to us and/or any license agreement, system support agreement, mandatory maintenance agreement or installation agreement, pertaining to the Equipment; c) any representation made to us by or on behalf of you and/or any guarantor of your obligations hereunder is found to have been false when made. Upon such default, we may, at our option, do one or more of the following: a) require you to immediately pay the remaining amounts due under this Agreement including but not limited to the balance of unpaid Rentals discounted to its present value at a rate of 3% per year; b) terminate this Agreement and/or any other agreements we have entered into with you; c) require you to immediately pay us the value of the Equipment or promptly return the Equipment to us in good condition; d) peacefully enter onto your premises and take possession of the Equipment without liability to you for trespass or damages; e) deactivate the Equipment; and f) use any other remedies available to us at law or in equity. You agree that any delay or failure by us to enforce this Agreement does not prevent us from enforcing our rights at a later time. You agree to pay all of our costs to enforce this Agreement including reasonable attorney's fees and the costs of repossessing, refurbishing, storing and selling the Equipment. If we take possession of the Equipment, we may sell or otherwise dispose of it at a public or private sale, and apply the proceeds (after deducting our disposition costs) to the amounts that are due to us. Our acceptance of any amount due hereunder which is less than payment in full of all amounts due and owing at that time shall not constitute a waiver of our right to receive payment in full.

**13. Surrender.** Upon termination of this lease under paragraph 16 or upon the request of us following a default, you will promptly return the Equipment or each specified Item, properly packed and crated with freight prepaid, to us at such place and by such reasonable means as may be designated by us in the same repair, condition and working order as at the commencement of the term hereof, reasonable wear and tear resulting from the proper use thereof alone excepted. If requested by us, you will, prior to returning any Item to us, provide suitable and adequate storage space at the Equipment Location or such location to which the Item may have been moved or at which the Item is permanently garaged with the written consent of us for a period not to exceed 90 days during which time you will remain liable for all its obligations hereunder with respect thereto, except the obligation to pay payments on account hereof, and will ensure that we will be allowed reasonable access thereto.

**14. Purchase Option.** If it is indicated above that you have been given an end of Initial Lease Term purchase option and if you are not in default under this Agreement, and upon 90 days prior written notice of election to purchase, you may purchase all of the Equipment at the end of the Initial Lease Term for the stated price plus any applicable taxes and remaining amounts due hereunder. Such purchase of the Equipment shall be "AS IS, WHERE IS" and we make no warranties of any kind. If the purchase price is "Fair Market Value" in place, in use, and we and you cannot agree on such value, you may, at your expense, retain an independent appraiser acceptable to us and such appraisal shall be binding. If the purchase price is stated as a percentage, the percentage shall apply to the original Equipment cost paid to purchase the Equipment from the Supplier(s).

**15. Indemnity.** You agree that we are not responsible for any losses or injuries, caused by or relating to the Equipment. You agree to indemnify us for and, at our option and your expense, defend us against any claims, suits and actions, including negligence and strict liability, whenever made for losses or injuries, including court costs and legal expenses, related to the Equipment.

**16. Non-Appropriation.** If under state law you are legally precluded from committing to make certain future payments due hereunder, this Section will apply. You have appropriated the funds necessary to make all payments when due under this Agreement during your initial fiscal period during the lease term. You agree that in each succeeding fiscal year during the term of this Agreement, you will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon you under state law. In the event that despite your best efforts, you determine that funds for any amounts due under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, you may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to us of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by you and returning the Equipment as contemplated in Section 13. Such failure to obtain proper appropriation of the full amount of funds necessary to pay amounts when due hereunder during any fiscal period subsequent to the current fiscal period shall terminate all of your right, title, and interest in and to the Equipment and obligations under this Agreement arising out of subsequent events, effective on the later of the last day of the last fiscal period for which appropriation of funds was properly obtained or completion of your surrender obligations. Upon such termination you shall transfer free and clear title to the Equipment to us.

**17. Federal Tax Matters.** Each of us acknowledges that this Agreement is intended to provide us (or the consolidated entities if we are covered by a consolidated return) as to all interest payable under this Agreement (i) for purposes of our United States federal income tax obligations, tax free interest as provided by the Internal Revenue Code of 1986 as amended (the "Code") without any loss of deductibility of carrying costs and (ii) for purposes of our state income or franchise tax obligations, similar tax free and deductibility treatment if so provided under State law. You agree to take all actions required of you for us to have, and not to take any action which would preclude us from having available, such treatment. If we (i) lose the right to claim, do not have or do not claim (based upon the advice of the our tax counsel) such tax free interest or deductibility or (ii) if there is disallowed, deferred, or recaptured in whole or in part any such tax free interest or deductibility for any reason (unless due solely to our failure to claim the tax free interest or deductibility on a timely basis) or (iii) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which we calculate has the direct effect of reducing our net after tax return respecting

this Agreement (any of the foregoing constituting a "Loss"), then you shall pay to us, on demand, an amount which, after payment of all taxes required to be paid by us in respect to the receipt of such amount and after payment of all interest and penalties required to be paid by us, shall restore us to the same net after tax position we would have enjoyed had such Loss not occurred. Upon our being notified by any tax authority of a potential Loss, we agree to notify you promptly thereof. We further agree to exercise in good faith our best efforts, as determined in the sole discretion of our tax counsel to be reasonable for us, to avoid your payment of such additional amounts; provided that we have sole discretion to determine whether to proceed, and, if so, what proceedings are appropriate, beyond the level of an auditing agent; and provided further, that we shall not take any action unless you shall indemnify us in advance for all costs and expenses which we would reasonably incur by reason of the action, including accountants' and attorneys' fees.

18. **Tax Designation.** You certify that you will not issue more than the allowed amount of "qualified tax exempt obligations," as defined in §265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code") through you and any subordinate entities during the calendar year in which this Agreement is signed. You will designate the obligations undertaken pursuant to this Agreement as "qualified tax exempt obligations" eligible for the exemption under §265(b)(3)(D) of the Code allowing for an exception to the general rules of the Code which disallow any interest deduction for interest allocable to the carrying of tax exempt obligations.

19. **Miscellaneous.** You agree that this Agreement is the entire agreement you have with us pertaining to this Equipment and it cannot be changed except as agreed by you and us in writing. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. You agree that the Rental amount may be adjusted to reflect any change in the Equipment cost as a result of any Equipment change orders, additions, returns, errors or other similar events verbally agreed to by you. In the event of any such adjustment, we will furnish you a written notice thereof. You agree that a signed electronically transferred or faxed version of this Agreement and Acceptance Certificate shall be deemed to be of the same force and effect as an original of a manually signed Agreement and Acceptance Certificate. This Agreement is binding upon the successors and assigns of you and us. If there is more than one Lessee, your obligations shall be joint and several. You agree that all of our rights under this Agreement (including indemnity rights) shall survive any expiration or termination of this agreement.

20. **Jury Waiver.** EACH OF US IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND IF THE FOREGOING WAIVER IS UNENFORCEABLE FOR ANY REASON, EACH OF US HEREBY CONSENTS TO THE ADJUDICATION OF ALL SUCH CLAIMS, PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW.

Dated: July 30, 2014

**LESSOR:**

**Ditch Witch Financial Services**

This Agreement shall not be binding on us until it has been accepted and executed by the Lessor at its San Francisco, CA. office.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

475 Sansome Street, 19th Floor  
San Francisco, CA 94111 | 415-913-1914

**LESSEE:**

**CITY OF WAYNE**

The undersigned affirms that he/she is a duly authorized officer of the above-named Lessee.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee Tax ID#: \_\_\_\_\_

The original of this Agreement has the Lessor's original signature. Any purchaser of this paper is hereby notified that a security interest has been granted to the party holding the copy of this Agreement with the original Lessor's signature.



ACCEPTANCE CERTIFICATE  
HOLD FOR DELIVERY

FOR MUNICIPAL LEASE PURCHASE AGREEMENT NO.

LESSEE: CITY OF WAYNE  
306 PEARL ST.  
WAYNE, NE 68787

PHONE: 402-375-2896

SUPPLIER: NEBRASKA TRENCHER SALES INC.  
10304 SAPP BROTHERS DRIVE  
OMAHA, NE 68138

PHONE: 4028952444

EQUIPMENT: See Exhibit A to Municipal Lease Purchase Agreement  
EQUIPMENT SCHEDULE LEASE TERMS:

Commencement Date of Lease:	_____ (To be filled in by us per Section 2 of the Schedule)
Lease Term (number of months):	36, plus any extension and renewal periods
Number of Rentals Paid in advance:	0 (First and Last 0)
End of Term:	Purchase Option: \$1.00
Monthly Rental Amount:	\$1,138.39, plus applicable taxes, if any

This Acceptance Certificate has been written in plain English. The word "Equipment" refers to the equipment leased under the above referenced Municipal Lease Purchase Agreement ("Agreement"). The words "you" and "your" refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, Ditch Witch Financial Services, a program of Bank of the West. You agree that an electronically transferred or faxed version of this signed Acceptance Certificate shall be deemed to be of the same force and effect as an original of a manually signed Acceptance Certificate.

You hereby acknowledge the receipt in good condition of all of the Equipment in accordance with the terms and conditions of the Agreement. You accept this Equipment and agree that we have performed all of our obligations under the Agreement. You acknowledge that the lease established by this Agreement is NON-CANCELABLE for any reason until all of your obligations under this Agreement have been fulfilled. You acknowledge that you have selected the supplier and the Equipment based on your own judgment and that we have NO RESPONSIBILITY AS TO THE SATISFACTORY PERFORMANCE OR MAINTENANCE of the Equipment. WE MAKE NO WARRANTIES REGARDING THE EQUIPMENT. In reliance upon your execution of this Acceptance Certificate, we will pay the supplier for the Equipment. This Acceptance Certificate cannot be changed except in writing signed by you and us. Your Rentals due under the Agreement shall commence in accordance with the terms of the Agreement.

LESSEE:  
CITY OF WAYNE

Upon signing below you affirm that you are an authorized officer of the Lessee.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

After signing this form, please fax it to Contract Administration at 415-956-5187 to expedite the commencement of your agreement.

**RESOLUTION NO. 2014-67**

**A RESOLUTION OF THE LB840 ECONOMIC DEVELOPMENT PLAN OF THE CITY OF WAYNE, NEBRASKA, AUTHORIZING THE BORROWING OF FUNDS FROM THE CITY OF WAYNE ELECTRIC FUND, WAYNE, NEBRASKA.**

**WHEREAS**, Section 4 of the LB840 Economic Development Plan provides authority to issue bonds pursuant to the Act subject to City Council approval; and

**WHEREAS**, the City has determined that it is in the best interest of the LB840 Economic Development Fund to borrow said funds from the City of Wayne Electric Fund.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Wayne, Nebraska, that the LB840 Economic Development Fund shall borrow from the City of Wayne Electric Fund the amount of \$125,000.00 at 3% interest, payable in equal payments over a period of seven years, and that the Mayor of the City of Wayne, Nebraska, is authorized and directed to execute on behalf of the City of Wayne, Nebraska, the Promissory Note and Security Instruments with such modifications as are deemed appropriate.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION NO. 2014-68**

**A RESOLUTION APPOINTING \_\_\_\_\_ AS THE SPECIAL ENGINEER TO BE USED FOR CONSULTING SERVICES ON VARIOUS PROJECTS IN CONNECTION WITH THE CDBG COMPREHENSIVE INVESTMENT AND STABILIZATION GRANT AWARDED IN 2014.**

WHEREAS, the City will be undertaking various projects in connection with a CDBG Comprehensive Investment and Stabilization Grant that the City was awarded in 2014; and

WHEREAS, the City sought and received "Requests for Qualifications" from \_\_\_\_\_ engineering firms, which were reviewed by the City Administrator; and

WHEREAS, the City Administrator, after review of said "Requests for Qualifications" is recommending that the firm of \_\_\_\_\_ be approved as the special engineer for said services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to engage and use the firm of \_\_\_\_\_ for various engineering services in connection with the CDBG Comprehensive Investment and Stabilization Grant awarded in 2014.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION NO. 2014-69**

**A RESOLUTION TO JOINTLY PROVIDE DISPATCH SERVICE FOR PUBLIC SAFETY IN WAYNE COUNTY.**

THIS AGREEMENT is made and entered into by and between The City of Wayne, Nebraska hereinafter referred to as "Wayne" and The Wayne County Commissioners, hereinafter referred to as "County", each being a local governmental subdivision which on its effective date are, or become, signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of municipalities, counties, rural fire districts and emergency hospitals to provide and maintain a certain basic level of public services for their residents, including the areas of law enforcement and public health and public safety, and information services; and

WHEREAS, it is recognized that the provision of said basic services are sometimes best accomplished jointly because of certain cost savings and efficiencies or certain hardships which might be experienced if undertaken singularly; and

WHEREAS, Sections 13-804 through 13-814, Reissue Revised Statutes of Nebraska, 1943, authorized the joint exercise of powers, privileges and authority by agreement of two or more public agencies of any power common to them; and

WHEREAS, these governmental entities do agree that the solution to this problem lies in cooperative action; and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of trained dispatch personnel, operational equipment and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and Wayne County hereto signed do agree to the following:

1. Information and Access and Equipment: Each signature agency will provide all necessary information about its respective public safety department and responsibilities including available geographic and historical data, current location address information for E911 operation, levels of training and areas or businesses with unusual hazardous situations. The dispatch office and equipment will remain the property of the City of Wayne.
2. Administration of the Agreement: A separate entity is not created by this agreement and the dispatch services provided for by this agreement will be administered by the Wayne City Administrator or his/her designee.

3. Law Enforcement Dispatch Services: The purpose of this agreement is to provide joint dispatch services for the Wayne Police Department and the Wayne County Sheriff Office. Wayne will provide continuous, answering, and emergency dispatch services to law enforcement and fire department, and rescue services using qualified dispatch personnel that are trained to a competent level.
4. Fees for Services: The total charge by Wayne for services provided for fiscal year ~~2003-2004~~ 2015 through this agreement is ~~\$12,000~~ \$72,000 for the purpose of covering the costs for public safety dispatch service provided beginning on ~~July 1, 2003.~~ January 1, 2015. The fees for service for future years will be calculated based on the % of total calls made by dispatch for the County. as follows and ~~paid on a monthly basis:~~

FY 2004-2005	—————	\$24,000 per year
FY 2005-2006	—————	\$36,000 per year
Next two fiscal years	—————	\$36,000 per year

~~— Fees for dispatch service beginning FY 2008-2009 will be agreed upon by both parties at the time of renewal of this agreement on or before March 9, 2008.~~

5. Funding Agreement: Funding for this joint agreement for dispatch services will be provided for from real estate tax revenues levied by the City of Wayne and Wayne County.
6. Agreement Duration: The term of this agreement will be effective ~~beginning March 9, 2004~~ upon execution by both parties and be in effect until such time either party shall terminate the agreement after 120 days written notice.
7. Agreement Amendments: This agreement may be amended at any time by the written agreement of all parties.
8. Hold Harmless: Wayne County agrees to indemnify and hold the City of Wayne harmless from any and all liability regarding provision of dispatch services in this agreement and/or to maintain liability insurance in the minimum amount of \$1,000,000 with the City of Wayne listed as additional named insured. ~~The City of Wayne agrees to indemnify and hold and Wayne County agrees to indemnify and hold~~ each other harmless from any and all liability regarding law enforcement services in this agreement and/or to maintain liability insurance in the minimum amount of \$1,000,000 with Wayne County listed as additional named insured. Wayne County and the City of Wayne shall at all times provide each other with proof of the insurance required by this paragraph.

AND BE IT FURTHER RESOLVED, that the Commissioners of the County of Wayne do declare the County to be a participant in this joint effort to provide public safety dispatch services in the City and the County.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

THE COUNTY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
County Clerk

AND BE IT FURTHER RESOLVED, that the City of Wayne does declare itself to be a participant in the joint effort to provide public safety dispatch services in the City and the County.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

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# Wayne State College

August 7, 2014

City Police Department  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787

To whom it may concern;

On behalf of the Office of Student Activities at Wayne State College, I am writing to request a parade permit for the College's annual Wildcat Days (homecoming) Parade scheduled for Saturday, October 4, 2014.

We are requesting that Main Street between 1<sup>st</sup> Street and 12<sup>th</sup> Street be closed on October 4 for the parade. The parade line-up on 1<sup>st</sup> Street will begin at 7am with the parade beginning promptly at 9:30am. We anticipate the parade will conclude at approximately 11am.

The Wayne State Campus Security will assist the City Police Department with securing the parade route and the affected street crossings. Please contact me by email at [sagunio1@wsc.edu](mailto:sagunio1@wsc.edu) or by phone at 402-375-7013 if you have any questions or concerns regarding our request.

Thank you for your time and consideration. We look forward to working with the City Police Department to facilitate another eventful parade.

Respectfully,

Sarah Gunion  
Interim Student Activities Coordinator

**RESOLUTION NO. 2014-70**

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

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1<sup>st</sup> Street to 12<sup>th</sup> Street on Saturday, October 4, 2014, from 7:00 a.m. to approximately 11:00 a.m. or until immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, Wayne State College and the Wayne Area Chamber of Commerce, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour traffic and control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

WAYNE MUNICIPAL AIRPORT AUTHORITY

July 14, 2014

7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Nancy Braden Terminal Building on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerome Conradt, Todd Luedeke, Carl Rump and David Ley. Also, attending the meeting were Nancy Braden Treasurer, Kyle Dahl Airport Authority Attorney, Tom Becker FBO & Airport Manager, Karma Schulte, Jim Hoffman, Sandra Hoffman, Mike Emanuel North Central Builders, Jesse Kaufman Flight Instructor, Scott Morgan, Jean Morgan, Lee Wrede, Tom Schmitz, and David Zach.

Luedeke moved and Conradt 2<sup>nd</sup> to accept the minutes of the June 9, 2014 meeting. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2<sup>nd</sup> to accept all the claims presented as of July 14, 2014. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

At 7:05 P.M. Luedeke moved and Conradt 2<sup>nd</sup> that we open the public hearing to discuss the 2013-14 budget amendment. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried. After brief discussion Ley moved and Conradt 2<sup>nd</sup> that we close the hearing. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried and hearing closed.

Luedeke moved and Conradt 2<sup>nd</sup> to pass resolution 2014-2 approving the amended 2013-14 budget. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2<sup>nd</sup> that we approve the hanger leases for 2014 as amended. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Rump 2<sup>nd</sup> that we pass resolution 2014-1 the preliminary levy request for City of Wayne. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Conradt moved and Luedeke 2<sup>nd</sup> that we table repairs to courtesy van until safety repairs are necessary in the future. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Conradt moved and Luedeke 2<sup>nd</sup> that we approve 30 heavy gage panels to complete the paneling in the 4 place hanger. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

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

There being no further business Ley moved and Luedeke 2<sup>nd</sup> that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley  
Secretary